



CITY OF FORT COLLINS

INVITATION TO BID

BID #5459
COMMUNITY RECYCLING COLLECTION

BID OPENING: JANUARY 10, 2000, 2:00P.M. (our clock)

Sealed bids (please use Bid Form on page 4) will be received and publicly opened at the office of the Director Of Purchasing and Risk Management, 256 West Mountain Avenue, Fort Collins, Colorado 80521, at the time and date noted on the bid proposal and/or contract documents. Bid will be awarded to the responsive and responsible bidder with the lowest calculated annual cost based on the per unit price per week.

Bids must be received at the Purchasing Office prior to 2:00p m. (our clock), JANUARY 10, 2000

For questions concerning the bid process, contact Carl Yost, Buyer at 970-416-2247. For questions concerning the requirements/specifications, contact Shirley Bruns, Project Manager at 970-221-6264.

A copy of the Bid may be obtained as follows

1. Call the Purchasing Fax-line, 970-416-2033 and follow the verbal instruction to request document #25459 **(The bid number must be preceded by a 2 when using the Fax-line)**
2. Download the Bid from the Purchasing Webpage, Current Bids page, at www.ci.fort-collins.co.us/CITY_HALL/PURCHASING then via the Current Bids pushbutton
3. Come by Purchasing at 256 W Mountain Ave, Fort Collins, and request a copy of the Bid

Special Instructions

All bids must be properly signed by an authorized representative of the company with the legal capacity to bind the company to the agreement. Bids may be withdrawn up to the date and hour set for closing. Once bids have been accepted by the City and closing has occurred, failure to enter into contract or honor the purchase order will be cause for removal of supplier's name from the City of Fort Collins' bidders list for a period of twelve months from the date of the opening. The City may also pursue any remedies available at law or in equity. Bid prices must be held firm for a period of forty-five (45) days after bid openings.

Submission of a bid is deemed as acceptance of all terms, conditions and specifications contained in the City's specifications initially provided to the bidder. Any proposed modification must be accepted in writing by the City prior to award of the bid.

Only bids properly received by the Purchasing Office will be accepted. All bids should be clearly identified by the bid number and bid name contained in the bid proposal.

No proposal will be accepted from, or any purchase order awarded, to any person, firm or corporation in default on any obligation to the City.

Bids must be furnished exclusive of any federal excise tax, wherever applicable.
Bidders must be properly licensed and secure necessary permits wherever applicable.

Bidders not responding to this bid will be removed from our automated vendor listing for the subject commodities

The City may elect where applicable, to award bids on an individual item/group basis or on a total bid basis, whichever is most beneficial to the City. The City reserves the right to accept or reject any and all bids, and to waive any irregularities or informalities.

Sales prohibited/conflict of interest: no officer, employee, or their dependent or person residing in and sharing the expenses of their household, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services. This rule also applies to subcontracts with the City. This shall not apply to members of any authority, board, committee or commission of the city, other than the members of the City Council. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited. Any vendor knowing of this type of activity is encouraged to report in confidence to the Director of Purchasing and Risk Management, Director of Finance, City Attorney or City Manager so the matter can be dealt with.

Freight terms: unless otherwise noted, all freight is F O B Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

Discounts: any discounts allowed for prompt payment, etc., must be reflected in bid figures and not entered as separate pricing on the proposal form.

Purchasing restrictions: your authorized signature of this bid assures your firm's compliance with the City's purchasing restrictions. A copy of the resolutions are available for review in the Purchasing Office or the City Clerk's Office.

Cement restrictions: City of Fort Collins Resolution 91-121 requires that suppliers and producers of cement or products containing cement to certify that the cement was not made in cement kilns that burn hazardous waste as a fuel.

Collusive or sham bids: any bid deemed to be collusive or a sham bid will be rejected and reported to authorities as such. Your authorized signature of this bid assures that such bid is genuine and is not a collusive or sham bid.

Bid results: for information regarding results for individual bids send a self-addressed, self-stamped envelope and a bid tally will be mailed to you. Bid results will be posted in our office 7 days after the bid opening.



James B. O'Neill II, CPPO
Director of Purchasing and Risk Management



COMMUNITY RECYCLING COLLECTION
BID # 5459
REQUIREMENTS/SPECIFICATIONS

1) Community Recycling Collection Drop-Off Station

The Contractor will furnish all equipment and labor deemed necessary to perform recycling collection for the City at the community recycling drop-off site located in the southeast corner of the Maple and Mason Street parking lot (a k a Block 33)

Commingled recyclables collected include glass bottles and jars, aluminum and steel cans, and plastic PET (#1) and HDPE (#2) containers

2) Pickup Schedule

The roll-off container of recyclable materials shall be picked up at the drop-off site and delivered to the Larmer County Recycling Center two days per week -- Monday and Thursday. In the case of a holiday, the containers will be emptied the following working day. Additional pick-ups may be requested by the City and the Contractor must respond within 24 hours of notification.

3) Containers

The Contractor shall provide one (1) 30-cubic yard roll-off container retrofitted with windows and/or doors for easy drop-off accessibility by the public. The roll-off container will be for the collection of commingled aluminum cans, steel (tin) cans, glass bottles and jars, and plastic PET (#1) and HDPE (#2) bottles.

The container shall be kept in good condition and appearance (working order) throughout the term of this contract. The container must be replaced at the City's request, within 24 hours. When the container is unloaded at the drop-off area it must be placed within six inches (6") of the fabricated steps provided by the City.

4) Contaminated Product

The Contractor shall be responsible for the disposal of non-marketed materials. The Contractor shall be responsible for keeping the drop-off area clear of broken glass and litter at all times.

5) Contractor Reporting

The Contractor shall submit to the City semi-annually, no later than June 15 and January 15, documentation of the number of loads and weight of the recyclable materials collected, and volume of non-recyclable waste disposed of.

In the event that any recyclable materials are rejected by the recycling center, the Contractor shall provide verifiable proof (such as a rejection slip) to the City within five (5) days of such rejection, evidencing the rejection and the reason for the rejection. In addition, the Contractor shall advise the City of such rejection within forty-eight (48) hours thereof.

6) Invoice Forms

Invoice Forms for the community recycling collection drop-off station shall be approved by the City Accounting Division prior to use. The Contractor shall respond positively to modifications requested by the City.

The Contractor shall send the City one monthly invoice for community recycling pickup based on that month's actual pick-ups.

7) Contract Period

This Agreement shall commence January 15, 2000, and shall continue in full force and effect until January 15 2001, unless sooner terminated. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Pricing changes shall be negotiated by and agreed to by both parties and may not exceed the Denver - Boulder CPI-U as published by the Colorado State Planning and Budget Office. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to contract end.

BID FORM

We hereby enter our bid for the City of Fort Collins' requirements for Community Recycling Collection during 2000 at the drop-off site located in the southeast corner of the Maple and Mason Street parking lot (a k a Block 33)

Community Drop-Off Station Unit Prices

Please enter the unit price for the recycling drop-off station collection, located in the Maple and Mason Street parking lot (a k a Block 33), for the container rental/equipment/labor

\$ _____ - 30-yard recycling roll-off container unit price per week (**based on emptying two (2) times per week**).

\$ _____ - Annual Cost (unit price per week above, times 52 weeks)

\$ _____ - Additional delivery/pickup charge per haul (if container emptied more than two (2) times per week)

SIGNATURE AND TITLE

TYPED OR PRINTED NAME AND TITLE

COMPANY NAME

TELEPHONE NUMBER, AREA CODE

ADDRESS STREET

CITY

STATE

ZIP

DATE

EXHIBIT A

INSURANCE REQUIREMENTS

The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

"The insurance evidenced by this Certificate will not be cancelled or materially altered, except after ten (10) days written notice has been received by the City of Fort Collins."

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

- A Workers' Compensation & Employer's Liability. The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement:
 - 1 Workers' Compensation insurance with statutory limits as required by Colorado law
 - 2 Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee

- B Commercial General & Vehicle Liability. The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle Liability, shall not be less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

EXHIBIT B

YEAR 2000 COMPLIANCE CERTIFICATION AND INDEMNITY

Section 1 Contractor hereby certifies that all information resources or systems to be provided or used in connection with the performance of this Agreement are "Year 2000 Compliant", except as otherwise expressly described in Section 2, below "Year 2000 Compliant" shall mean that information resources meet the following criteria

a Data structures (e.g., databases, data files) provide 4-digit date century recognition. For example, "1996" provides date century recognition, "96" does not

b Stored data contains date century recognition, including (but not limited to) data stored in databases and hardware/device internal system dates

c Calculations and programs logic accommodate both same century and multi-century formulas and date values. Calculations and logic include (but are not limited to) sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values

d Interfaces (to and from other systems or organizations) prevent non-compliant dates and data from entering any state system

e User interfaces (i.e., screens, reports, etc.) accurately show 4 digit years

f Year 2000 is correctly treated as a leap year within all calculation and calendar logic

Section 2 Contractor agrees to notify the City immediately of any information resources or systems that are not Year 2000 Compliant upon encountering the same in connection with the performance of the Agreement, including without limitation any information resources or systems in use by Contractor in the performance of the Agreement or information resources or systems of the City regarding which Contractor obtains information in the course of its performance of the Agreement

Section 3 Contractor agrees to permit examination, by the City or agents thereof, of any and all information resources and systems in use in connection with this Agreement, and related Year 2000 Compliance implementation plans, in order to evaluate Year 2000 Compliance and potential implications of the same for the City and for performance of the Agreement

Section 4 The Contractor shall indemnify and hold harmless the City, and its officers, agents and employees, from and against all claims, damages, losses, and expenses, including attorneys fees, arising out of or resulting from the Contractor's information resources or systems that are not Year 2000 Compliant