



Administrative Services  
Purchasing Division

---

December 29, 2008

Waste-Not Recycling  
Attn: Anita Comer, President  
1065 Poplar Street  
Loveland, CO 80534

JAN 1 3 2009

RECEIVED

RE: Renewal, 5001 Recycling – Office Program

Dear Ms. Comer:

The City of Fort Collins wishes to extend the agreement term for the above captioned proposal per the existing terms and conditions and the following:

Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Service Provider represents and agrees that:

- a. As of the date of this Agreement:
  1. Service Provider does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
  2. Service Provider will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "e-Verify Program") or the Department Program (the "Department Program"), an employment verification program established pursuant to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.
- b. Service Provider shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
- c. Service Provider is prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- d. If Service Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Service Provider shall:
  1. Notify such subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Service Provider shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- e. Service Provider shall comply with any reasonable request by the Colorado

Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

f. If Service Provider violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages to the City arising out of Service Provider's violation of Subsection 8-17.5-102, C.R.S.

g. The City will notify the Office of the Secretary of State if Service Provider violates this provision of this Agreement and the City terminates the Agreement for such breach.


The term will be extended for one (1) additional year, January 1, 2009 through February 28, 2010; in order to run concurrent with the contract for 5875 Refuse/Trash Hauling. In addition, the City accepts Waste-Not's proposal to subcontract collection services to Green Girl Recycling Services per your letter dated December 20, 2008; and to grant your request for a rate increase of 3.9% over current rates in accordance with the Denver-Boulder CPI-U index. If the renewal is acceptable to your firm, please sign this letter in the space provided, **include a current copy of insurance naming the City as an additional insured from both Waste-Not and from Green Girl Recycling Services** and return all documents to the City of Fort Collins, Purchasing Division, P. O. Box 580, Fort Collins, CO 85022, within the next fifteen days.

If this extension is not agreeable with your firm, we ask that you send us a written notice stating that you do not wish to renew the contract and state the reason for non-renewal.

Please contact Ed C. Bonnette, CPPB, Buyer at (970) 416-2247 if you have any questions regarding this matter.

Sincerely,

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

  
\_\_\_\_\_  
Signature

1-7-09  
Date

(Please indicate your desire to renew 5001 by signing this letter and returning it to Purchasing Division within the next fifteen days.)

JBO: ecb