



CITY OF FORT COLLINS  
BID PROPOSAL  
BID #5508

**BID OPENING: JUNE 5, 2000, 3:00P.M. (our clock)**

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **PORTABLE TOILETS, RENTAL AND SERVICING** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS:

The City of Fort Collins is requesting bids to provide all labor and materials to supply, set up, and remove portable toilets at various locations for daily and monthly needs per the attached specifications. Included in the bid are the needs for portable toilets for the 4th of July celebration at City Park. City reserves the right to award as one or separately.

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 SCHEDULE  
GENERAL SERVICES**

Daily rental of portable toilets to be serviced once per week

5 @ \$ \_\_\_\_\_/Each \$ \_\_\_\_\_ Total

Monthly rental of portable toilets to be serviced once per week

13 @ \$ \_\_\_\_\_/Each \$ \_\_\_\_\_ Total

Monthly rental of handicapped toilets to be serviced once per week

1 @ \$ \_\_\_\_\_/Each \$ \_\_\_\_\_ Total

**GRAND TOTAL \$ \_\_\_\_\_**

**Firm Name** \_\_\_\_\_  
(Are you a corporation, DBA, Partnership, LLC, PC)

**Signature** \_\_\_\_\_ **PRINTED** \_\_\_\_\_

**Title** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone/Fax** \_\_\_\_\_

**4<sup>TH</sup> OF JULY REQUIREMENTS**

The portable toilets (forty-four (44) regular and eight (8) handicapped) must be delivered and set at various locations, as indicated by the Park Supervisor, by 5:00 a.m. on July 4, 2000 and removed on July 5, 2000 before 9:00 a.m.. The awarded vendor must supply the Park Supervisor with twelve (12) keys for the portable toilet paper holders before 12:00 p.m. July 3, 2000. Awarded vendor must supply 1 case (250 rolls) of toilet paper July 4. Awarded vendor must supply 40 special events boxes with liners for recycle materials July 4.

**BID SCHEDULE  
4<sup>TH</sup> of JULY**

44 regular portable toilets at \$ \_\_\_\_\_ ea X 44 = \$ \_\_\_\_\_ total  
8 handicapped portable toilets at \$ \_\_\_\_\_ ea X 8 = \$ \_\_\_\_\_ total  
1 case of toilet paper = \$ \_\_\_\_\_ total  
40 special events boxes with liners at \$ \_\_\_\_\_ ea X 40 = \$ \_\_\_\_\_ total

**GRAND TOTAL** \$ \_\_\_\_\_

Delivery and pickup schedules can be met as listed above? \_\_\_\_yes \_\_\_\_no

Note: Adherence to the delivery and pick up schedule will be a consideration of award.

**Firm Name** \_\_\_\_\_  
(Are you a corporation, DBA, Partnership, LLC, PC)

**Signature** \_\_\_\_\_ **PRINTED** \_\_\_\_\_

**Title** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Phone/Fax** \_\_\_\_\_

## **Scope of Work and General Requirements**

1. Each portable toilet shall display a record of service clearly identifying personnel performing service and date of service.
2. Pick up of canceled units or of units reaching their pre-established termination date will be made within one week of cancellation or termination.
3. Units will be anchored, at the expense of the Contractor, where necessary.
4. Minor repairs of units will be made on site when possible. Any unit which cannot be repaired on site must be exchanged within 48 hours.
5. Contractor must insure that toilet tissue will be placed in all units at the time of service.
6. Units which have been overturned shall be righted by the Contractor at no charge to the City.
7. Each unit shall be equipped with original equipment or the manufacturer's replacement parts. Units with altered or rigged equipment will not be accepted, i.e., eye and hook as replacement for locking mechanism.
8. Each unit shall be equipped with a working lock system, occupied/vacant indicator, tissue paper holder that is firmly attached to the unit per manufacturer's specification, seat cover shall be hinged and in working order. All other equipment shall be in working order.
9. All units shall be consistent in color, appearance and age. These units are for public use and must represent a positive image.
10. Frequency of cleaning units must be maintained, i.e. weekly or daily. If awarded contractor misses cleaning any units more than two times per year, City has the right to cancel contract and award a new contract with next low responsive, responsible bidder.
11. Awarded contractor will be responsible for replacement of portable toilet if damaged by an act of God. City will be responsible for replacement if damaged by vandalism.

## EXISTING PORTABLE TOILETS

Site	Address	Number of Units
<b>PARKS</b>		
Date of service is 10/16/00 to 4/16/01 for all units except Legacy and old Fort Collins Heritage Park. These two will be serviced all year.		
Edora Park	1420 East Stuart Street	1
Rolland Moore Park	2201 South Shields Street	3
Landings Park	4351 Boardwalk Drive	1
Greenbriar Park	730 Willox Lane	1
Rosborough Park	1630 Casa Grande	1
Legacy Park (This port-a-john is city owned and will not need to be provided.)	300 Woodlawn Drive	1
English Ranch Park	3825 Kingsley Dr.	1
Old Fort Collins Heritage Park	112 E. Willow	1
<b>NATURAL AREA</b>		
Coyote Ridge	7609 S Taft Hill Rd.	1
Gustav Swanson	445 Linden St.	1 accessible
N. Shields Pond	1333 N. Shields St	1
Riverbend Ponds	2425 Countryside Dr.	1

SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and \_\_\_\_\_, hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Service Provider agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of \_\_\_\_ (\_\_\_\_) page[s], and incorporated herein by this reference.

2. The Work Schedule. [Optional] The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule attached hereto as Exhibit "B", consisting of \_\_\_\_ (\_\_\_\_) page[s], and incorporated herein by this reference.

3. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated within \_\_\_\_\_ (\_\_\_\_) days following execution of this Agreement. Services shall be completed no later than \_\_\_\_\_. Time is of the essence. Any extensions of the time limit set forth above must be agreed upon in a writing signed by the parties.

4. Contract Period. [Option 1] This Agreement shall commence upon the date of execution shown on the signature page of this Agreement and shall continue in full force and effect for one (1) year, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for an additional period of one (1) year at the rates provided with written notice to the Professional mailed no later than ninety (90) days prior to contract end.

4. Contract Period. [Option 2] This Agreement shall commence \_\_\_\_\_, 2000, and shall continue in full force and effect until \_\_\_\_\_, 2000, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed \_\_\_ ( ) 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.

5. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.

6. Early Termination by City/Notice. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Service Provider:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

7. Contract Sum. The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) [Option Cost Breakdown is attached Exhibit "C"]

8. City Representative. The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.

9. Independent Service provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.

10. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.

11. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.

12. Warranty.

- (a) Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
- (b) Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
- (c) Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.

13. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.

14. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.



15. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

16. Indemnity/Insurance. a. The Service Provider agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within Exhibit \_\_\_\_, consisting of \_\_\_\_\_ (\_\_\_\_) pages[s], attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, 256 West Mountain Avenue, Fort Collins, Colorado 80521 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

17. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

18. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event

any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. Special Provisions. [Optional] Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit \_\_\_\_, consisting of \_\_\_\_ (\_\_\_\_) page[s], attached hereto and incorporated herein by this reference.

CITY OF FORT COLLINS, COLORADO  
a municipal corporation

By: \_\_\_\_\_  
John F. Fischbach  
City Manager

By: \_\_\_\_\_  
James B. O'Neill II, CPPO  
Director of Purchasing and Risk Management

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

[Insert Corporation's name] or  
[Insert Partnership name] or  
[Insert individual's name]  
Doing business as \_\_\_\_ [insert name of business]  
By: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: \_\_\_\_\_  
(Corporate Seal)

ATTEST:

\_\_\_\_\_  
CORPORATE SECRETARY

## EXHIBIT B

### INSURANCE REQUIREMENTS

1. 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.

2. 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 of 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, 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 C

### 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.