

CITY OF FORT COLLINS

INVITATION TO BID

BID #5435
Refuse/Trash Hauling

BID OPENING: NOVEMBER 19, 1999, 2:30P.M.(our clock)

Sealed bids 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.

Bids must be received at the Purchasing Office prior to 2:30p.m. (our clock), November 19, 1999 .

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 #25372. **(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.

Pre-Bid Conference:

A pre-bid conference will be held at **10:00am, November 1, 1999, at 256 West Mountain Avenue Office of Purchasing**, to answer any questions concerning the bid and bid process. It is advised that your company attend this pre-bid conference to discuss the City trash service requirements.

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 Bids may be withdrawn up to the date and hour set for closing.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.

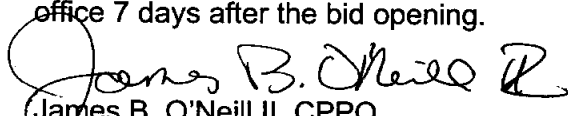
Discounts: any discounts allowed for prompt payment, etc., must be reflected in bid figures and not entered as separate pricing on the proposal form.

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

BID PROPOSAL

**BID #5435
REFUSE/TRASH HAULING CITY DEPARTMENTS**

BID OPENING: November 19, 1999, 2:30p.m. (our clock)

We hereby enter our bid for the City of Fort Collins' requirements for **Refuse/Trash hauling**, per the bid invitation and any referenced specifications: The successful bidder will begin the services for the City beginning January 1, 2000. This bid is subject to annual renewal for up to 4 additional years per attached sample Services Agreement. The trash services are broken into sections as many departments require more services during the summer months such as the parks and recreation areas. There are five (5) different sections and a Roll-off section which bidders must bid on. These sections are located in Attachment A, consisting of two (2) pages. All of the addresses are shown on the different sections and the successful bidder must locate these addresses and install the containers in the appropriate locations at the time they are needed and remove them once they are no longer needed. The successful bidder will be required to work with the current vendor and coordinate the removal and installation of the containers as to not disrupt service to the City departments at the time of transition. The successful bidder will quote a cost per week and an annual cost per each address listed in each section. The cost per week is the size, quantity, and number of pick-ups per week. The annual cost is the weekly cost multiplied by the number of weeks in the scheduled service.

Definition of terms:

<u>Term</u>	<u>Definition</u>
cy	Cubic Yard
Tote	Approximate 90 gallon trash tote
Qty	Number of containers
<u># PU /wk</u>	Number of pick-ups per week
1	Monday
2	Monday and Thursday
3	Monday Wednesday and Friday
5	Monday, Tuesday, Wednesday, Thursday and Friday
7	Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday
0.5	Monday every other week
12 Month	January through December (52 weeks)
7 month	April through October (30 weeks)
6 month	April through September or October through March (26 weeks)
5 month	November through March or May through September (22 weeks)
Misc month	November and February (two months) (8 weeks)
Weekly \$	weekly rate
Annual \$	weekly \$ times # weeks in 12, 7, 6, 5, or 2 month schedule.
Roll-Offs	20cy or 30 cy containers required by departments through the year Bid per each delivery and pick-up, and multiply times the estimated Number of pick-ups annually.

General Specifications/Requirements:

Waste Removal Services

- To be considered, Bidders must provide all labor and equipment necessary to remove waste from the locations and at frequencies listed in Attachment A. Total cost quotation shall include all charges associated with waste/trash removal; including required containers, equipment and labor. Please provide a statement of your companies capability to handle the Cities needs.
- The Bidder must provide 7 day per week service (including Holidays) for those scheduled for 7 day per week pick-ups listed in Attachment A. All other pick-ups scheduled on City Holidays, will be moved to the day following the observed City Holiday.
- The successful Bidder shall be responsible to locate and provide containers at the existing locations with the same capacities listed in Attachment A of this document and meet or exceed the following requirements:
 - a) heavy gauge steel construction on sides and bottom
 - b) flip type, hinged lid(s) of a light weight durable material (plastic, fiberglass,etc)
 - c) lid locking mechanism/device to accept one standard type padlock (supplied by vendor), provided upon City request at no additional charge on a site by site basis
 - d) either flat bottomed or with industrial type casters on all corners, when requested by the City and where physical locations require regular moving.
 - e) clear marking, permanent signage or color coding to identify container contents
- The successful Bidder shall be responsible for all risk of loss due to theft or vandalism pertaining to any equipment provided in conjunction with this bid. Likewise, replacement of containers, whether due to loss, physical condition or a City request shall be made without undue delay or interruption in service, and no later than 24 hours after the request.
- All regularly scheduled pick-ups must be completed on schedule. If the contractor misses three or more scheduled pick-ups during a calendar year, the contract may be cancelled. Because of quantities of trash involved late or missed pick-ups at city locations must be made up on the same day. The City shall maintain the right to deduct from any payment to the successful Bidder, as liquidated damages, the unit cost, as calculated from their bid, for service that was not provided on the scheduled day, and twice the unit cost for any such removal which was not made on the day following the scheduled day.
- The City shall retain the right to adjust its service schedules on an as needed basis. The City may add or delete services and adjust the prices according to the bid prices.
- Requests for unscheduled pickups shall be honored by the Contractor. All non-scheduled pickups must be completed within 24 hours of the request. Requests for additional dumpsters shall also be honored, within 24 hours of the request.

CONTRACTOR'S RESPONSIBILITIES

- The Contractor shall pick up refuse from locations shown on Attachment A at such times as reasonably specified by the City. All pickups shall be completed by 11:00 a.m.
- Refuse will be removed from the premises and disposed of at the Larimer County Landfill, or if Larimer County Landfill is not available, at designated landfills approved by the project manager.
- Trucks and equipment used will be properly inspected, licensed and insured. Containers shall be equipped with lids and kept in good repair at all times.
- It will be the responsibility of the Contractor to wash the inside of all containers regularly so odors are kept at a minimum and there is no accumulation of waste.
- The contractor shall be responsible for any damage claims arising from the operation of equipment or disposal of refuse.
- The Contractor shall be responsible for all liability insurance and other legal requirements.
- The Contractor shall provide one single point of contact to the City to handle any additional pick ups or missed deliveries and notify the City immediately if there is a contact change.

Bid Procedure:

Bidders must submit all required submissions. Additional information shall be submitted on separate sheets. Costs are calculated on the container size and the number of pick-ups per week. This cost multiplied by weeks in the scheduled service is the annual cost. All services listed in Attachment A are of existing services and are estimates to be used for bid purposes. Actual services may change during the year.

Method of Award:

City will award contract to the Bidder with the lowest total responsive bid, defined as the Bidder meeting all of the requirements stated in the General Specifications and Requirements section stated above and completed all Required Submissions listed below.

Required Submissions:

- List of current customer references including name, title and phone number. Minimum of three (3) with similar size and nature of the City of Fort Collins trash requirements. References will be checked and any unsatisfactory responses may be cause for disqualification at the sole discretion of the City of Fort Collins.
- Statement signed by an authorized person from you company of the capability of the company to provide the trash services required by the City. Include a list of current equipment that your company has, including the number of employees, trucks year make and model, and trash container sizes and quantities.
- Name of the single point of contact who will be handling the City of Fort Collins Trash Services, including telephone, fax, cell-phone and emergency phone numbers.

- Attachment A , (2 pages) completed with all items bid, including the Total All Bids section. Any shaded boxes not completed will be considered a non-responsive bid and will be rejected at the sole discretion of the City.
- Completed Vendor Statement signed by an authorized person from your company.

For questions concerning this bid, contact Carl Yost, Buyer, 970-416-2247.

Vendors Statement:

I have read and understand the specifications and requirements for this bid and I agree to comply with such specifications and requirements. I further agree that the method of award is acceptable to my company. I also agree to complete contract with the City of Fort Collins within 30 days of notice of award. If contract not completed and signed within 30 days, City reserves the right to cancel and award to the next lowest responsible bidder.

Signature:	Title:
Company:	Date:
Street:	Phone #:
City:	Fax #:
State/Zip:	Email:

ATTACHMENT A

Trash Service for City of Ft. Collins Dept/Address	Size	Qty	# PU /wk	12 month service		Comments January - December
				weekly \$	annual \$	
1200 Raintree Senior Center	3cy	2	5			
"	tote	2	1			
City park pottery 1541 W Oak St	3cy	1	1			
Mulberry Pool 424 S Sherwood ST	3cy	1	1			
Northside Com Cntr 112 E Willow	4cy	1	1			
Epic 1801 Riverside Dr	8cy	1	3			
Streets 625 9th	3cy	2	3			
"	2cy	1	3			
Lincoln Cntr 417 Magnolia St	3cy	3	2			
Martinez Farm N Sherwood St	2cy	1	1			
Marksmen Range Midpoint Dr	3cy	1	1			
Human Resource 200 W Mountain	2cy	1	1			
Diversity trng 405 Canyon	2cy	1	1			
Bldg C L&P 700 Wood (every other wk)	6cy	1	0.5			
214 N Howes	3cy	1	1			
Soldier Dam WTP#2 W Laporte	3yd	5	1			
Water Meter Bld D 700 Wood	4cy	1	2			
Water Crew Bld A 700 Wood	4cy	1	2			
RR Farm 3829 E Prospect	2cy	1	1			
RR Farmhouse 3829 E Prospect	tote	1	1			
Transfort 6570 Portner Rd	3cy	1	2			
WWT#2 3036 E Drake Rd	3cy	4	7			Grit and rags (daily)
WWT#1 918 Mulberry	2cy	3	7			Grit and rags (daily)
Parking Garage 102 Remington	2cy	1	1			
PFA Training 3400 W Vine	2cy	1	1			
PFA Station 1	4cy	1	1			
PFA Station 2	2cy	1	1			
PFA Station 4	tote	1	1			
PFA Station 5	2cy	1	1			
PFA Station 6	2cy	1	1			
PFA Station 7	2cy	1	1			
PFA Station 10	2cy	1	1			
Public Library 201 Peterson St	3cy	1	3			
Police Annex 228 Laporte ave.	2cy	1	1			
City Hall complex 300 Laporte Ave.	2cy	4	3			
Avery House 328 W Mountain	tote	1	2			
Bldg Maint. 117 N Mason	3cy	1	2			
Purch & Risk Mgmt 256 W Mountain	2cy	1	1			
Plan/Parks/Eng/CDBG 281 N College	6cy	1	2			
Equipment 835 Wood St	6cy	1	1			
Fleet 906 W Vine	3cy	1	1			
52 weeks in 12 month period.				TOTAL	12 month \$	
						⌂ Annual \$ ⌂

ATTACHMENT A

Trash Service for City of Ft. Collins Dept/Address	Size	Qty	# PU /wk	7 month service		Comments April through October
				weekly \$	annual \$	
City Park Ballfld 211 S Bryan Apr-Oct	3cy	1	2			
City Park Picnic area Bryan & Oak A-O	3cy	1	2			
Eldora Park E Stuart St. Apr-Oct	3cy	1	2			
Martinez Farm N Sherwood St Apr-Oct	2cy	1	2			
Outdoor pool City Parks Apr-Oct	3cy	1	2			
Rolland Moore 2201 S Shields Apr-Oct	2cy	3	3			
Spring Park E Stuart & Busch CT A-O	2cy	1	2			
Warren Park 1101 E Horsetooth A-O	2cy	1	2			
Beattie Park 500 Block Nighthawk A-O	2cy	1	1			
30 weeks in 7 month period				TOTAL 7 month		\$ (annual \$)

Trash Service for City of Ft. Collins Dept/Address	Size	Qty	# PU /wk	6 month service		Comments Apr - Sept or Oct - Mar
				weekly \$	annual \$	
Station #3 2000 Mathews Oct-Mar	2cy	1	1			
Station #3 2000 Mathews Apr-Sep	2cy	1	3			
Collindale Golf 1441 E Horsetooth A-S	2cy	2	3			
Collindale Golf 1441 E Horsetooth O-M	2cy	2	2			
City Park Nine 411 S Bryan Apr-Sep	3cy	1	3			
City Park Nine 411 S Bryan Oct-Mar	3cy	1	1			
Southridge Golf 5750 S Lemay A-S	6cy	2	1			
Southridge Golf 5750 S Lemay O-M	6cy	1	1			
26 weeks in 6 month period				TOTAL 6 month		\$ annual \$

Trash Service for City of Ft. Collins Dept/Address	Size	Qty	# PU /wk	5 Month service		Nov - Mar or May - Sept.
				weekly \$	annual \$	
Martinez Park N Sherwood St. N-M	2cy	1	1			
Outdoor Pool City Parks May-Sep	3cy	1	3			
Warren Park 1101 E Horsetooth N-M	2cy	1	1			
22 weeks in 5 month period				TOTAL 5 month		\$ annual \$

Trash Service for City of Ft. Collins Dept/Address	Size	Qty	# PU /wk	misc mos service		November and February
				weekly \$	annual \$	
Collindale Golf 1441 E Horsetooth N&F	2cy	2	1			
8 weeks in 2 month period				TOTAL Misc month		\$ annual \$

BID FOR ROLL-OFFS		Size	Qty	# PU	\$ per PU	X15*	Roll offs may be ordered by any department during the year.	
Roll offs	(for bid purposes assume 15 pick-ups)*	20cy	1	1	\$ per PU	X50*		
Roll offs	(for bid purposes assume 50 pick-ups)*	30cy	1	1	TOTAL ROLL OFFS			
							\$ annual \$	
12 mo+7mo+6mo+5mo+misc.mo+roll offs							TOTAL All BIDS	\$

SAMPLE

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. This Agreement shall commence January 1, 2000, and shall continue in full force and effect until December 31, 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 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.

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.

[Early Termination clause here as an option.

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.