

**CITY OF FORT COLLINS
INVITATION TO BID**

**BID 6052 Portable Toilets Rental and Servicing
BID OPENING: 3:00 p.m. (our clock), May 4, 2007**

Sealed bids will be received and publicly opened at the office of the Director of Purchasing and Risk Management, PO Box 580, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80522, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be sent to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

Bids must be received at the Purchasing Office prior to 3:00 p.m. (our clock), May 4, 2007.

Questions concerning the scope of the bid should be directed to Project Manager Mike Calhoon, (970) 224-6128.

Questions regarding bid submittal or process should be directed to Ed Bonnette, CPPB, C.P.M. Buyer (970) 416-2247.

A copy of the Bid may be obtained as follows:

1. Download the Bid from the Purchasing Webpage, Current Bids page, at:
<https://secure2.fcgov.com/bsol/login.jsp>.
2. Come by Purchasing at 215 North Mason St., 2nd floor, 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 Bids may be withdrawn up to the date and hour set for closing.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 member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. 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.

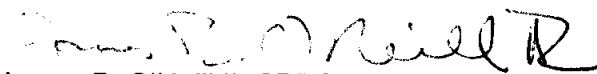
Freight terms: unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

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 is available for review in the Purchasing Office or the City Clerk's Office. Request Resolution 91-121 for cement restrictions.

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, FNIGP
Director of Purchasing and Risk Management

**BID 6052
PORTABLE TOILETS RENTAL & SERVICING**

BID OPENING: FRIDAY MAY 4, 2007, 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, service, and remove portable toilets at various locations for daily and monthly needs per the attached specifications. Included in the bid is the requirement for portable toilets for the 4th of July celebration at City Park. The City reserves the right to award this Bid as one package, or award the Fourth of July and General Services portions separately.

Solicitations for this Bid are sent out electronically under the City's listing for the following Commodity Codes:

977-73: Toilets, Portable, Rental or Lease

The initial term of the agreement shall be for one year beginning June 1, 2007.

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.

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.

12. The Contractor shall be expected to sign the City's Services Agreement (see attached sample) prior to commencement of Services.

13. The Contractor shall provide one single point of contact to the City to handle any service issues, and notify the City immediately if there is a contact change. The Contractor shall also provide one single point of contact to the City to handle any billing issues. The Contractor agrees to hold prices firm for the term of the Annual Contract. Any price adjustment requests for the following year will be submitted when the Renewal Letter is sent out; the City of Fort Collins uses the Denver Boulder Greeley CPIU index published by the Colorado State Planning and Budget Office as a guide (see sample Services Agreement, attached). The contractor agrees that they will not charge the City any Fuel Surcharges, Finance Charges, or Late Charges. All billing will be sent to the Accounts Payable Department at P.O. Box 580, not to the individual departments.

14. The Contractor shall provide a list of three customer references of similar size and nature to the City of Fort Collins portable toilet requirements; including name, title, and phone number. References will be checked and any unsatisfactory responses may be cause for disqualification at the sole discretion of the City of Fort Collins. This bid will be awarded to the bidder submitting the bid deemed to be in the City's best interest. The City of Fort Collins reserves the right to accept or reject any and all bids and to waive any irregularities or informalities.

15. Vendor proximity to City locations may be considered as a factor in this bid award. Rapid response is required for high volume-generating Departments.

16. The Contractor agrees to stress the importance to their Drivers to obey all posted speed limits on City of Fort Collins and Natural Areas streets, access roads, and trails. Repeated violations may be cause for contract termination.

17. The Contractor will complete and sign the Vendor Statement by an authorized person from your company. For questions concerning this bid, contact Ed Bonnette, C.P.M., CPPB, Buyer @ (970) 416-2247.

WASTE MANAGEMENT

6052 Portable Toilets Rental and Servicing

BID SCHEDULE:

GENERAL SERVICES

These are the estimated quantities of units known at Bid time. Actual locations and quantities may vary, at the discretion of the Area Project Manager.

Daily rental of portable toilets to be serviced once per week (for special events)
Estimate 4 @ \$ 65.00 /Each \$ 260.00 Total

Daily rental of handicapped-accessible portable toilets to be serviced once per week (for special events)
Estimate 2 @ \$ 95.00 /Each \$ 190.00 Total

Monthly rental of portable toilets to be serviced once per week (see General Services Locations; Natural Areas)
14 @ \$ 65.00 /Each \$ 910.00 Total

Monthly rental of handicapped-accessible toilets to be serviced once per week @ "normal" locations (see General Services Locations; Natural Areas)
15 @ \$ 95.00 /Each \$ 1425.00 Total

Monthly rental of handicapped toilet to be serviced once per week @ Soapstone Prairie
1 @ \$ 140.00 /Each \$ 140.00 Total

GRAND TOTAL GENERAL SERVICES: \$ 2925.00

BID SCHEDULE:

4TH OF JULY

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, 2007 and removed on July 5, 2007 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, 2007. Awarded vendor must supply 1 case (250 rolls) of toilet paper and must supply 40 special events boxes with liners for recycle materials July 4.

44 regular portable toilets at \$ 50.00 ea X 44 = \$ 2200.00 total

8 handicapped portable toilets at \$ 65.00 ea X 8 = \$ 520.00 total

1 case of toilet paper =
\$ 250.00 total \$1.00 per roll X 250 Rolls

40 special events boxes with liners at \$ 9.50 ea X 40 = \$ 380.00 total

GRAND TOTAL 4th of JULY: \$ 3350.00

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.

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 is not completed and signed within 30 days, City reserves the right to cancel and award to the next lowest responsible and responsive bidder.

FIRM NAME: Waste Management of Northern Colorado

ADDRESS: 500 E. Vine Dr
Fort Collins, CO 80524

EMAIL ADDRESS: mpintar@wm.com **PHONE:** 970-416-3551

BIDDER'S NAME: Michael Pintar

SIGNATURE:  _____

SERVICE ISSUES CONTACT: Jennifer West

TELEPHONE: 970-416-3552 **FAX:** 970-482-4491

EMAIL: jzwest@wm.com

CELL #: 970-567-5280 **EMERGENCY:** N/a

BACKUP: Kaycee Roth

BILLING ISSUES CONTACT: Amy Wenger

TELEPHONE: 970-416-3567 **FAX:** 970-482-4491

EMAIL: awenger@wm.com

CELL #: N/a **EMERGENCY:** N/a

BACKUP: Jennifer West

PLEASE GO TO www.fcgov.com/purchasing TO REGISTER IN OUR E-PROCUREMENT SYSTEM FOR FUTURE BID OPPORTUNITIES! BE SURE TO SELECT ALL APPROPRIATE COMMODITY CODES!

GENERAL SERVICES: PORTABLE TOILET LOCATIONS

These portable toilets need once a week service.

(Date of service is 10/17/07 to 4/17/08)

(Legacy, Rolland Moore B-ball, NACC, and Dog Park are year 'round)

These are the locations known at Bid time. Actual locations and quantities may vary, at the discretion of the Area Project Manager.

Site	Address	Number of Units
PARKS		
Buckingham Park	101 First St.	1 accessible
City Park Ballfields	211 S. Bryan Ave.	1 accessible
City Park Playground	211 S. Bryan Ave.	1 accessible
Cottonwood Glenn	3074 S. Overland Trail.	1 accessible
Dog Park (Spring Canyon)	Horsetooth Rd. & Horsetooth Ct.	2
Edora Park Ballfields	1420 East Stuart Street	1 accessible
Edora Park BMX Track	1801 Riverside	1 accessible
		1 regular
English Ranch	3825 Kingsley Drive	1
Fort Collins City Park	1599 City Park Drive	1 accessible
Greenbriar Park	730 Willox Lane	1
Homestead Park	7045 Avondale Dr.	1
Legacy Park	300 Woodlawn Drive	1
Martinez Park	600 N. Sherwood	1 accessible
Old Fort Collins Heritage Park (NACC)	112 E. Willow	1
Rolland Moore Basketball	2201 South Shields Street	1
Rolland Moore Playground		1 accessible
Rolland Moore Tennis		2 accessible
Spring Park	2100 Matthews St.	1 accessible
Troutman Park	500 W. Troutman Parkway	1
GOLF COURSES		
City Park Nine	411 S Bryan Ave.	1 accessible
		(5 winter months only)
Collindale Golf Course	1441 E Horsetooth Road	2
SouthRidge Golf Course	5750 S Lemay Ave	unknown
CEMETERY: Weekly service from March to November. Monthly service December to February.		
Roselawn Cemetery	2718 E. Mulberry	1
NATURAL AREAS		
Gustav Swanson	445 Linden St.	1 accessible
N. Shields Pond	1333 N. Shields St	1 accessible
Riverbend Ponds	2425 Countryside Dr.	1
Soapstone Prairie	3700 Soapstone Prairie Rd.	1 accessible
	25 mi north on I-25	