





**CITY OF FORT COLLINS  
INVITATION TO BID  
Bid 6038  
Sale of Scrap Metal**

**BID OPENING: 3:00 p.m. (our clock), April 25, 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, 2<sup>nd</sup> 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), April 25, 2007.**

Questions regarding the scope of work or the bid submittal or process should be directed to Ed C. 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 Bids may be withdrawn up to the date and hour set for closing.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



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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.

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

**BID #6038**  
**SALE OF CITY SURPLUS SCRAP METALS**

**BID OPENING: APRIL 25, 2007, 3:00p.m., (our clock)**

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **SALE OF SCRAP METALS** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS. The successful bidder will begin the services for the City beginning June 10, 2007. This Bid is for an annual contract, subject to annual renewal for up to 4 additional years at the option of the City, per attached sample Services Agreement.

Several City of Fort Collins departments generate varying amounts of Scrap Metals; some frequently with heavy volumes, others less frequently with light to moderate volume. The successful bidder will be required to work with the current vendor to coordinate the removal and installation of containers as to not disrupt service to the City departments, in the event of a transition.

The City of Fort Collins will be accepting bids for the purchase of scrap metals from participating City departments. Approximate total annual weights (based on 2006) to be bid are:

Steel:	126,000 Pounds
Stainless Steel:	50 Pounds (Stainless scrap generation is sporadic)
Iron:	10,000 Pounds
Brass (clean):	3500 Pounds
Brass/Copper Mix:	500 Pounds
Copper/Lead/Zinc/Tin Mix:	850 Pounds
#1 Copper:	7000 Pounds
#1 Copper wire, insulated:	5000 Pounds
Aluminum (misc sheet):	5000 Pounds
Aluminum wire, insulated:	80,000 Pounds
Aluminum EC wire	3000 Pounds

**GENERAL SPECIFICATIONS/REQUIREMENTS:**

1. Actual weights available will vary; the City will contact the awarded vendor for pickups as needed. Scrap market prices in effect at the time of notification will prevail.
2. The awarded bidder(s) must provide all labor and equipment necessary to remove all Scrap Metal from City facilities per the following conditions and specifications.
3. The awarded bidder(s) will be responsible for providing appropriate hauling vehicles of sufficient capacity to carry all loads safely and in accordance with applicable state and federal highway and transportation requirements.
4. The awarded bidder(s) will be responsible for providing appropriate storage/pickup bins for the separate material categories at each participating City department location.
5. The awarded bidder(s) will be responsible for loading all scrap metal from storage bins into an appropriate vehicle. The loading of Scrap Metals will be performed at the direction of the awarded bidder who will be responsible for determining load capacity and placement.
6. The awarded bidder(s) will be responsible for any and all cleanup in and around storage bins.
7. All Scrap Metals are sold on an **AS-IS, WHERE-IS** basis.
8. Payments: All payments are to be paid by check made out to City of Fort Collins.  
**NO CASH PAYMENTS ARE ACCEPTABLE.**

9. Awarded Bidder(s) will issue checks and reports bi-weekly (every two weeks) to the City (see #6 under Required Submissions).
10. Preferable format for this Report would be in electronic format (MS Excel, Word, or Access); submitted to [purchasing@fcgov.com](mailto:purchasing@fcgov.com) ; with a copy to [ebonnette@fcgov.com](mailto:ebonnette@fcgov.com) . Please provide a sample with your Bid submission (see #6 under Required Submissions).
11. All Scrap Metals will be weighed on the Awarded Bidder's Certified scale. Such weighing will be considered final in producing actual scrap weight values. The City requires proof of current Scale Certification with vendor's bid submission; and again upon any annual award Renewals.
12. Scrap Metal removal operations must occur between the hours of 9 a.m. and 2 p.m. Monday through Friday, excluding City government holidays.
13. Awarded bidder(s) must remove Scrap Metals within two (2) business days after notification from City departmental representative for material pick-up. Removal operations must be coordinated in advance with the City departmental representative (see List provided in this Bid Document). NOTE: Vendor proximity to City locations may be considered as a factor in this bid award. Rapid response is required for high volume-generating Departments.
14. The City may request, at their option, a Site Audit prior to making Bid Award(s). Also, the City will reserve the right to do periodic Site Audits and/or to verify load weights of awarded Vendor(s). In addition, the City will be verifying scrap market prices paid by awarded bidder(s) against the metals indexes that they employ for City metal purchases; and reserves the right to audit vendor scrap prices paid at any time.
15. Special pickups may be required for large infrequent items such as metal utility poles and scrapped vehicles. These items may require large flatbed trucks, in lieu of bins. Also, City work crews may drop off loads of scrap metal direct from a job site to the awarded bidder's business location.
16. All personnel, property and equipment liabilities associated with loading and removal operations will be the sole responsibility of the awarded bidder(s). Awarded Vendor(s) will be required to submit a copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City. Awarded Vendor(s) shall be expected to sign the City of Fort Collins SERVICES AGREEMENT (see sample enclosed) prior to commencement of services.
17. This bid applies to any loads of scrap that become available while this award is valid. Other City departments may participate; but the departments listed below are the main participants.
18. This bid will be awarded to the bidder submitting the bid deemed to be in the City's best interest. Bids will be evaluated on an individual, group, or total basis; with a preference toward awarding to one vendor based upon **BID GRAND TOTAL**. The City of Fort Collins reserves the right to accept or reject any and all bids and to waive any irregularities or informalities.
19. The Vendor(s) shall provide one single point of contact to the City to handle any additional pickups or missed deliveries, and notify the City immediately if there is a contact change. The Vendor(s) shall also provide one single point of contact to the City to handle any billing issues.

All questions are to be directed to Ed Bonnette, C.P.M., CPPB, Buyer at (970) 416-2247.

**Bid Procedure:**

Bidders must submit all Required Submissions. Additional information shall be submitted on separate sheets. Total is calculated by multiplying the Price Per Pound by the Approximate Total Annual Weight to come up with a Total for each Metal Type listed. If all Metal Types are bid on, please fill in the **BID GRAND TOTAL** line.

**Method of Award:**

City will award SERVICES AGREEMENT(S) to the Bidder(s) with the highest total responsive and responsible bid for either Total Bid, Line Item, or by Product Type and/or Group, defined as the Bidder(s) meeting all of the requirements stated in the General Specifications and Requirements section stated above and completed all Required Submissions listed below. The preference will be to award this to one vendor based on Bid Grand Total; but the City reserves the right to award to multiple vendors in the event this is deemed to be in the City's best interest.

**Required Submissions:**

- 1) 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 scrap metal sale requirements. References will be checked and any unsatisfactory responses may be cause for disqualification at the sole discretion of the City of Fort Collins.
- 2) Include a list of current equipment that your company has, including the number of employees, trucks (year, make and model), and scrap metal bin sizes and quantities. Special pickups may be required for large infrequent items such as metal utility poles and scrapped vehicles. These items may require large flatbed trucks, in lieu of bins. Also, City work crews may drop off loads of scrap metal direct from a job site to the awarded bidder's business location. Please include in your response an indication of your ability to accept these direct drop-offs.
- 3) Name of the single point of contact (and their backup) who will be handling the City of Fort Collins Service Issues, including telephone, fax, e-mail address, cell-phone and emergency phone numbers. Name of the single point of contact (and their backup) who will be handling the City of Fort Collins Billing Issues, including telephone, fax, e-mail address, cell-phone and emergency phone numbers.
- 4) **BID #6038 SALE OF SCRAP METALS BID SCHEDULE** completed with all items bid, including the **PRICE PER LB AND \$ TOTAL** and **BID GRAND TOTAL** (if all Items are Bid). The City reserves the right to award items by ***Total Bid, by Line Item, or by Product Type &/or Group; if that is more advantageous to the City.*** If all items are bid, please be sure to fill in the **BID GRAND TOTAL** line on the Bid Sheet. For consistency, Bids are to be based on the Metals Price Index as of April 13, 2007. Please indicate which Index you based your pricing on, in the space below each Metal Type on the Bid Schedule.
- 5) Vendor will be expected to provide proof of Scale Certification with their Bid submission; and with signed annual Renewal Letter.
- 6) PLEASE INCLUDE A SAMPLE OF YOUR PROPOSED BIWEEKLY REPORT FORMAT WITH YOUR BID. REPORT FORMAT SHOULD INCLUDE THE FOLLOWING:
  - a) Pickups By Department, By Date
  - b) Pickups By Material Type, Weight, Market Price per Pound Paid, Total per Material Paid
  - c) Total Paid to each Department, the Date Paid, and the Check Number
- 7) **Vendor Statement** (below) signed by an authorized person from your company, in order to verify the capability of the company to provide the scrap metal sale services required by the City. For all questions concerning this bid, contact Ed Bonnette, C.P.M., CPPB, Buyer @ 970-416-2247.



**Vendor 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 SERVICES AGREEMENT 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:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**BIDDER'S NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**SERVICE ISSUES CONTACT:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**CELL #:** \_\_\_\_\_ **EMERGENCY:** \_\_\_\_\_

**BACKUP:** \_\_\_\_\_

**BILLING ISSUES CONTACT:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**CELL #:** \_\_\_\_\_ **EMERGENCY:** \_\_\_\_\_

**BACKUP:** \_\_\_\_\_

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

Below are listed the participating City Departments, their location, their Departmental Representative, Contact Number, and Bins Required:

Department/Location	Contact	Bins Required
Transfort Shop, 6570 Portner Road	Dave Leicester 221-6625	Brass, Copper/Brass Mix, Aluminum, Steel, Stainless Steel
Streets Department, 625 Ninth Street	Debbie Daugaard, 221-6764	Aluminum (scrap Sign Faces), Steel, Copper
Traffic Operations, 626 Linden Street	Sandy Aragon, 221-6103	Copper/Brass Mix, Aluminum, Steel (Traffic Poles)
Utilities Warehouse/ Light & Power, 701 Wood Street	Steve Serna, 221-6709; Jo Frick, 221-6389	Steel, #1 Copper, #1 Copper wire (insulated), Aluminum wire (insulated), Aluminum EC wire, Aluminum (misc sheet)
Fleet Shop, 835 Wood Street	Shane Armfield, 221-6290	Steel (misc auto/truck parts)
Police Firearms Range, 2554 Midpoint Drive	David Haywood, 221-6832	Brass (Shell Casings), Copper/Lead/Zinc/Tin Mix (Bullet Remains)
Water Meter Shop, 700 Wood Street	Rod Michael, 221-6759	Brass, Copper/Brass Mix (Water Meters)
Water Department, 700 Wood Street	Steve Serna, 221-6709; Jo Frick, 221-6389	Ductile Iron Pipe & Fittings, Fire Hydrants, Steel

**PLEASE INCLUDE A SAMPLE OF YOUR PROPOSED BIWEEKLY REPORT FORMAT WITH YOUR BID**  
(see #6 under Required Submissions)! **THANK YOU! – ED BONNETTE**

**BID #6038 SALE OF SCRAP METALS BID SCHEDULE**

The pounds of scrap are **annual estimates** only (based on 2006). The actual and final pounds of all scrap weighed will be weighed on the Vendor's Certified scales and considered **final** in producing actual scrap weight (subject to periodic Audits):

STEEL: \$ \_\_\_\_\_/LB. X 126,000 LBS = \$ \_\_\_\_\_ TOTAL

\* Please indicate on this line which Metals Index (**as of April 13, 2007**) you based your Price/LB on:

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STAINLESS STEEL: \$ \_\_\_\_\_/LB. X 50 LBS = \$ \_\_\_\_\_ TOTAL

\* Please indicate on this line which Metals Index (**as of April 13, 2007**) you based your Price/LB on:

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IRON: \$ \_\_\_\_\_/LB. X 10,000 LBS = \$ \_\_\_\_\_ TOTAL

\* Please indicate on this line which Metals Index (**as of April 13, 2007**) you based your Price/LB on:

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BRASS (CLEAN): \$ \_\_\_\_\_/LB. X 3500 LBS = \$ \_\_\_\_\_ TOTAL

\* Please indicate on this line which Metals Index (**as of April 13, 2007**) you based your Price/LB on:

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BRASS/COPPER MIX: \$ \_\_\_\_\_/LB. X 500 LBS = \$ \_\_\_\_\_ TOTAL

\* Please indicate on this line which Metals Index (**as of April 13, 2007**) you based your Price/LB on:

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**COPPER/LEAD/ZINC/TIN MIX (FROM POLICE FIRING RANGE; BULLET REMAINS. MAKEUP INFORMATION AVAILABLE UPON REQUEST):**

\$ \_\_\_\_\_/LB. X 850 LBS = \$ \_\_\_\_\_ TOTAL

\* Please indicate on this line which Metals Index (**as of April 13, 2007**) you based your Price/LB on:

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#1 COPPER: \$ \_\_\_\_\_/LB. X 7000 LBS = \$ \_\_\_\_\_ TOTAL

\* Please indicate on this line which Metals Index (**as of April 13, 2007**) you based your Price/LB on:

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#1 COPPER WIRE, INSULATED: \$ \_\_\_\_\_/LB. X 5000 LBS = \$ \_\_\_\_\_ TOTAL

\* Please indicate on this line which Metals Index (**as of April 13, 2007**) you based your Price/LB on:

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ALUMINUM (MISC SHEET): \$ \_\_\_\_\_/LB. X 5000 LBS = \$ \_\_\_\_\_ TOTAL

\* Please indicate on this line which Metals Index (**as of April 13, 2007**) you based your Price/LB on:

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ALUMINUM WIRE, INSULATED: \$ \_\_\_\_\_/LB. X 80,000 LBS = \$ \_\_\_\_\_ TOTAL

\* Please indicate on this line which Metals Index (**as of April 13, 2007**) you based your Price/LB on:

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ALUMINUM EC WIRE: \$ \_\_\_\_\_/LB. X 3000 LBS = \$ \_\_\_\_\_ TOTAL

\* Please indicate on this line which Metals Index (**as of April 13, 2007**) you based your Price/LB on:

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

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SIGNATURE AND TITLE

---

TYPED OR PRINTED NAME AND TITLE

---

EMAIL

---

COMPANY NAME      (AREA CODE) TELEPHONE & FAX NUMBER

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ADDRESS:      STREET,      CITY, STATE, ZIP      DATE

VENDOR CONTACT FOR PICKUPS WILL BE: \_\_\_\_\_

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 and incorporated herein by this reference.

2. The Work Schedule. 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, and incorporated herein by this reference.

3. Contract Period. This Agreement shall commence \_\_\_\_\_, and shall continue in full force and effect until \_\_\_\_\_, 200\_\_\_\_\_, 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. Renewals and pricing changes shall be negotiated by and agreed to by both parties. The Denver Boulder Greeley CPIU published by the Colorado State Planning and Budget Office will be used as a guide. Written notice of renewal shall be provided to the Service Provider and mailed no later than ninety (90) days prior to contract end.

4. 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.

5. 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.

6. Contract Sum. The City shall pay the Service provider for the performance of this Contract, subject to additions and deletions provided herein, per the attached Exhibit "C", consisting of ( ) page(s), and incorporated herein by this reference.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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, P. O. Box 580 Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

16. 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.

17. 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.



18. Prohibition Against Employing Illegal Aliens. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor represents and agrees that:

A. As of the date of this Agreement:

1. Contractor does not knowingly employ or contract with an illegal alien; and
2. Contractor has participated or attempted to participate in the basic pilot employment verification 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 "Basic Pilot Program") in order to verify that Contractor does not employ any illegal aliens.

B. Contractor shall not knowingly employ or contract with an illegal alien to perform works under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Contractor shall continue to apply to participate in the Basic Pilot Program and shall in writing verify same every three (3) calendar months thereafter, until Contractor is accepted or the public contract for services has been completed, whichever is earlier. The requirements of this section shall not be required or effective if the Basic Pilot Program is discontinued.

D. Contractor is prohibited from using Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

1. Notify such subcontractor and the City within three days that Contractor 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 Contractor 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.

F. Contractor 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.

- G. If Contractor 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, Contractor shall be liable for actual and consequential damages to the City arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.
- H. The City will notify the Office of the Secretary of State if Contractor violates this provision of this Agreement and the City terminates the Agreement for such breach.

CITY OF FORT COLLINS, COLORADO  
a municipal corporation

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

ATTEST:

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

APPROVED AS TO FORM:

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

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

By: \_\_\_\_\_

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

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

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

ATTEST:

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

(Corporate Seal)

## 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.