



Administrative Services

Purchasing Division

CITY OF FORT COLLINS INVITATION TO BID

BID #5827

PARKING STRUCTURES SNOW REMOVAL

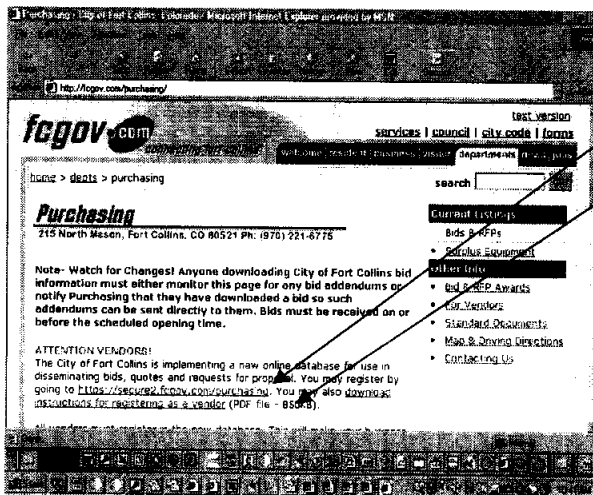
Sealed bids will be received and publicly opened at the office of the Director Of Purchasing and Risk Management, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80524, at the time and date noted on the bid proposal and/or contract documents. If delivered, they are to be delivered to 215 North 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 3:00p.m. (our clock), DECEMBER 1, 2003.

A copy of the Bid may be obtained as follows:

1. Download the Bid from the Purchasing Webpage, Current Bids page, at: www.fcgov.com/purchasing.
2. Registration: The City of Fort Collins Purchasing Division has implemented an on-line vendor registration system. This system allows vendors to register, view and update their business information and commodities. In the future, vendors will also be able to receive Requests for Proposals (RFP's) through the on-line system. All vendors doing business with the City of Fort Collins are requested to register.

The vendor registration system is accessible through the City of Fort Collins Purchasing Department internet webpage at www.fcgov.com/purchasing.



The vendor registration form is located by clicking <https://secure2.fcgov.com/bsc/login.jsp>

Note the printable instruction pages link.

If you have any difficulty completing the registration process, please call the Purchasing Division at (970)221-6775 for assistance.

3. Come by Purchasing at 215 North Mason St., 2nd floor., Fort Collins, and request a copy of the Bid.

SA 10/01

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 Bids may be withdrawn up to the date and hour set for closing.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

Sincerely,



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

Bid #5827

BID SCHEDULE

Cost per hour per person \$ _____

FIRM NAME _____
Are you a corporation, partnership, DBA, LLC or PC

SIGNATURE _____

ADDRESS _____

PHONE/FAX # _____

SCOPE OF WORK AND SPECIFICATIONS

1.1 BACKGROUND

The City of Fort Collins operates two parking structures in downtown Fort Collins. The Old Town Parking Structure is located on the SE corner of Remington and E. Mountain Avenue. The Civic Center Parking structure is located on the SE corner of 100 N. Mason and Laporte Avenue. The parking structures have a high volume of traffic and pedestrian use. Public safety is of primary concern.

The Old Town Parking Structure has four levels and approximately 333 spaces. There are two entrances and two exits. The facility has two stairwells. The North stair/elevator tower is enclosed and the South stairwell is exposed.

The Civic Center Parking Structure has four parking levels and a fifth tier. There are over 900 parking spaces in the facility. There is an entrance and exit at Laporte Avenue and at Mason Street. The facility has three stairwells and a pedestrian walkway over the alley that joins the parking structure and the Opera Galleria on the East side of level two. The two stairwells on the West side of the building also have elevators.

1.2 REQUIREMENTS

A) The parking structures are public buildings that are open for use 24 hours a day, seven days a week. The service provider must be able to respond and maintain the safety of the buildings based on the following schedule:

- 1) Holidays: 24 hour automatic coverage.
- 2) Monday – Thursday: 4PM-8AM as needed.
- 3) Weekends: 24 hour automatic coverage as needed (includes Friday from 4:00 PM to Monday at 8:00 AM).

B) The service provider must retain a crew that is capable of responding and clearing snow from the pedestrian access and egress areas within one hour's time.

C) The service provider will provide all the necessary tools and equipment to

remove the snow. This would include snow shovels, blowers, snow plow, and snow thrower. They should also have the ability to spray anti-icing products (supplied by City) from a truck or backpack pump.

D) The service provider will make a site visit to each parking structure on every snow event consistent with the schedule to determine what is needed in the way of snow removal or the application of de-icing materials. Problem areas should be promptly addressed to insure public safety and to mitigate any slip hazards.

E) Service provider must have been in business for 2 years under the same business name and must be able to provide 3 references for like work.

1.3 SCOPE OF WORK

General information: The City's Streets Department provides the equipment and labor to plow the upper decks of the parking structures. They will also supply the service provider for this contract with liquid de-icing material at no cost to the service provider. Parking Services will provide any solid anti-icing products needed for the pedestrian access/egress areas of the parking structures. Therefore, this contract does not require that the service provider purchase these materials and should not be part of the overall cost of providing the snow removal services.

A) OLD TOWN PARKING STRUCTURE

- 1) Remove snow at the entrances on Mountain Avenue and Remington Street. Apply de-icing materials as needed to avoid slippery conditions.
- 2) Work from level four to level one sweeping, hand shoveling and broadcasting de-icing materials in the stairwell on the South end of the building.
- 4) Remove snow and apply anti-icing materials at all levels within 15 feet of all entrances to the stair/elevator tower and the South stairwell.
- 5) Remove snow and apply anti-icing materials on the sidewalk around the North entrance to the stair/elevator tower.
- 6) Remove snow and apply de-icing materials in the drive lanes that require product, especially the ramps that transition from level one to level two and level three to level four.
- 7) Apply de-icing materials as needed to the level four drive lane.

B) CIVIC CENTER PARKING STRUCTURE

- 1) Remove snow and apply de-icing materials at the entrance off Laporte Avenue and at the Mason Street entrance (the Mason Street entrance includes the sidewalk from the alley to the retaining wall on the North side. The Laporte entrance includes the drive lanes and the sidewalk right in front of the entrance. The remainder of the work to the east and west of the Laporte entrance is done by another service.
- 2) Remove snow and apply de-icing products from the fifth tier stair to the level four deck at the South end of the structure.
- 3) Remove snow and apply de-icing materials on all three stairwells from level four to level one.
- 4) Remove snow and apply de-icing materials on the pedestrian bridge connecting the parking structure and the Opera Galleria at level two.

- 5) Remove snow and apply de-icing materials at every stair and every elevator transition through out the parking structure. This should provide at least 15 feet free of snow prior to entry into these areas. "Transition" means the area at the base of a stair on any floor (the landing), or in front of an elevator door on any floor, that people would use as they leave the stair or elevator area to enter into the parking areas or to exit the structure.

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 _____, 200_, 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. 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, 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.

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, FNIGP
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.