

Administrative Services

Purchasing Division

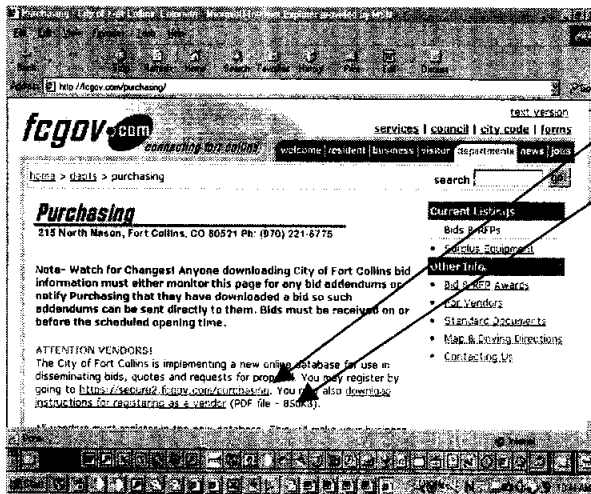
**CITY OF FORT COLLINS
INVITATION TO BID
BID #5811
SNOW AND ICE REMOVAL**

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 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), OCTOBER 2, 2003.

Important Notice: 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/bso/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.

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 Bids may be withdrawn up to the date and hour set for closing.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

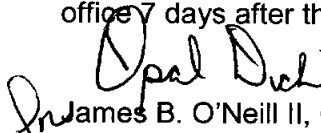
Freight terms: unless otherwise noted, all freight is F.O.B. Destination, Freight Prepaid. All freight charges must be included in prices submitted on proposal.

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.


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

CITY OF FORT COLLINS

BID PROPOSAL

BID #5811
SNOW & ICE REMOVAL
CITY SIDEWALKS, STREETS AND PARKING LOTS

BID OPENING: October 2, 2003, 3:00 p.m. (our clock)

WE HEREBY ENTER OUR BID FOR THE CITY OF FORT COLLINS' REQUIREMENTS FOR **SNOW & ICE REMOVAL** PER THE BID INVITATION AND ANY REFERENCED SPECIFICATIONS:

ATTENTION: SPECIAL INSTRUCTIONS

PLEASE NOTE: The Service Agreement that is included with the bid documents will become your contract. Please sign it. If any vendor wants a copy of their service agreement after the bid is awarded and signed by the City, please check below.

_____ Please send my company a copy of the Service Agreement

The City is requiring the following to be included **with your bid**:

- 1) Copy of you insurance naming the City of Fort Collins as an additional insured
- 2) Your bid amount in the bid schedule. This will become your Exhibit "C" in the Service Agreement.
- 3) Please sign the Service Agreement and date it.

For any technical questions, please contact Larry Schneider or Rich Kopp, Streets Department, at 970-221-6615.

For and purchasing questions, please contact John Stephen, Senior Buyer, CPPO, CPPB at 970-221-6775.

SCOPE OF WORK

1. The work consists of furnishing any equipment and labor deemed necessary, on call by the City Streets Department, to remove snow and ice hazards from City streets, parking lots and sidewalks per the terms of a Contract for Snow and Ice Removal (attached). Clearing of snow shall occur before the high traffic periods of the day when the snow depth is 2" or more (7:30 a.m.-8:30 a.m.; 12:00 p.m.-1:00 p.m.; 4:30 p.m.-6 p.m.) or as specified by Streets Department representative. Some sidewalks may have had additional deposits of snow or ice placed upon them by City snowplows during street snow removal operations. Only those sidewalks specified by the Streets Department will be cleared as a part of this contract; it is the responsibility of the adjacent resident/s/ to clear sidewalks of free-falling snow. The existing parking lots to be contracted for clearing are as follows and the City reserves the right to change as needed:
 - 1) Block 31 Lot - Howes Street and Laporte Avenue
 - 2) American Lot - Mason Street and Laporte Avenue
 - 3) Remington/Oak Lot - Remington Street and Oak Street
 - 4) Olive/Mathews Lot - Olive Street and Mathews Street
 - 5) Mountain Lot - East Mountain Street
 - 6) Jefferson Lot - Jefferson Street
2. Vendor must be able to provide the equipment bid and a qualified operator Sunday through Saturday at any time, within one hour of being called by the City Representative. Phone contact with a company representative, qualified to dispatch equipment, must be available at all times. The City Representative will try to schedule night/weekend work in advance, if possible.
3. Material from any site may be hauled to various dump sites located around the City, as directed by the City Representative. Other City departments may use this bid.
4. All Truck Drivers must have a valid CDL license, and all operators be qualified to operate the equipment.
5. All equipment must comply with all DOT, CDL, and any other local/State/Federal requirements. Trucks must be equipped with an *effective* load covering tarp if needed.
6. All work shall be done in a professional, SAFE, courteous and efficient manner. The driver or operator shall exercise the utmost courtesy to other drivers and pedestrians.
7. The City shall not be responsible for any equipment failures, damage to equipment, or maintenance required on the equipment. The vendor is responsible for all fuel required.
8. Any damage caused by the vendor's equipment or driver shall be the sole responsibility of the vendor. The vendor shall indemnify and hold harmless the City for any damage done by the vendor's equipment/driver to any member of the public, private property, and any part of the right-of-way. If City-owned equipment, or City employees directly cause any damage, the City will assume responsibility for the damage.
9. At no time whatsoever shall the driver be considered or become a City employee.

10. The City will not guarantee hours. Vendors will be used on an as-needed basis, depending on job site, availability and type of equipment.
11. Hours worked must be approved at the end of each day by the City Representative. Hours will be counted from the time of arrival on the job site (not from the time of notification), and will end per direction of the City Representative.
12. The City shall have the option to proceed with calling the next available vendor if the lowest vendor is not available. In case of a tie, the City Representative will alternate calling the tied vendors. Vendors who want to work for the City, but were not included in the original bid, will be added to the end of the list, regardless of price, upon approval by the City. When special conditions arise, the City shall have the option to choose the vendor to fit any special equipment needs.
13. At the option of the City, the Agreement may be extended for additional one year periods not to exceed three (3) 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 90 days prior to contract end.
14. The City does not intend to award to one vendor, but will issue multiple awards.
15. Vendors that are completing sidewalk snow abatements should provide a digital camera with sufficient memory or memory cards capable of taking and storing up to 100 digital photos. Vendor must be able to download to a City PC or e-mail pictures to the City representative using either Adobe Photo Delux or Camedia software. All digital photos provided are the property of the City.

Qualification of Bidder

The City may make such pre-award survey as it deems necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the City all such information and data as is reasonably required for this purpose. The City reserves the right to disqualify any bid if the evidence resulting from the City's investigation shows, in the opinion of the City, that the Bidder is not properly qualified to perform the work described herein.

The Bidder shall submit a list of equipment that will be made available to accomplish the work and shall be prepared to have equipment inspected and approved by the City's Representative.

The award will be made by the City to the lowest responsive and responsible Bidder/s/ meeting the conditions of the Instructions to Bidder by equipment categories, with the low bidder at the top of each category list and in consideration of the capacity and availability of each Contractor. The City reserves the right to accept or reject any or all bids, and to waive any informalities and irregularities in the bids. The number and types of contractors used during any single storm will depend upon bid prices prevailing snow and ice conditions, site characteristics, weather forecasts, etc. All factors noted will be considered on a storm-by-storm basis to determine which contractors are called. The ideal contractor has the equipment flexibility to perform under various conditions AND who submits the lowest responsible bid.

BID SCHEDULE

We hereby enter our bid for the City of Fort Collins' requirements for City Street, Parking Lots and Sidewalk Snow and Ice Removal. NOTE: Any move-on charges for sidewalk clearing will be assessed at fifty percent (50%) of your hourly rate for each job.

Contractor Name _____			
1. END DUMPS			
Capacity (yds)	Number of Units	Rate per Hour	
2. TANDEM DUMP			
Capacity (yds)	Number of Units	Rate per Hour	
3. SINGLE AXEL DUMP			
Capacity (yds)	Number of Units	Rate per Hour	
4. WHEEL LOADER			
Capacity (yds)	Number of Units	Rate per Hour	
5. MOTOR GRADER			
Capacity (hp)	Number of Units	Rate per Hour	
6. OTHER LARGE (i.e. Unimog)			
Capacity	Number of Units	Rate per Hour	
7. BACK HOE			
Capacity (hp)	Number of Units	Rate per Hour	
8. SKID STEER			
Capacity (hp)	Number of Units	Rate per Hour	Blade/Broom

9. SMALL TRACTOR			
Capacity (hp)	Number of Units	Rate per Hour	Blade/Broom
10. OTHER SMALL (i.e. Walker Mower)			
Capacity (hp)	Number of Units	Rate per Hour	Blade/Broom
11. WALK-BEHIND SNOW BLOWER			
Capacity (hp)	Number of Units	Rate per Hour	Width
12. PICK-UP WITH PLOW			
Capacity (ton)	Number of Units	Rate per Hour	Blade width
13. HAND SHOVELING AND DE-ICER APPLICATION			
Rate per Hour	De-icer per lb		

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. Services to be Performed. This Contract shall constitute the basic agreement between the parties for removal of snow and ice from sidewalks, parking lots and streets located within the City of Fort Collins from designated properties in accordance with Exhibit A, attached hereto and by this reference made a part hereof. The conditions set forth herein shall apply to all services performed by the Contractor on behalf of the City. The City shall notify Contractor verbally of services to be performed. Such notification shall include the location of such services and any other special circumstances relating to the services. If the Contractor cannot be reached for notification, the City may elect to have the services performed by others. Nothing within this Contract shall obligate the City to have any particular service performed by the Contractor.

After completing the work described in any one notice, the Contractor shall so notify the City Inspector by calling (970) 221-6615.

If, upon arrival at the work location, the Contractor finds that any or all of the work assigned has been or is being accomplished by others, the Contractor shall leave the location and immediately notify the City Inspector.

2. Time for Completion. The services described herein shall be completed by the Contractor within twenty-four (24) hours after receiving notification to proceed.

3. Changes in the Work. The City may, at any time during the term of a particular work assignment and without invalidating the Contract, make changes within the general scope of the particular work assignment and the Contractor agrees to perform such changed work.

4. Materials, Equipment and Labor. The Contractor undertakes and agrees to furnish and pay for all materials, supplies, labor, transportation, equipment, tools, services and supervision necessary to perform any services hereunder.

5. Contract Period. This Agreement shall commence _____, and shall continue in full force and effect until _____, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for an additional three year period. 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.

6. 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.

7. Termination.

(A) The City shall have the right to terminate this Contract as to any work assignment for default should the City determine that the Contractor is failing to prosecute the work in a manner which will assure timely completion or that the Contractor is not performing any of the provisions of this Contract or the notification.

(B) The City shall have the right to terminate this Contract for default, barring the Contractor from further participation in the Snow and Ice Hazard Removal Program, should the

City determine that the Contractor repeatedly fails to complete the work within the time required or otherwise fails to perform the work in accordance with the provisions of this Contract.

(C) If the City terminates for default, the City shall not be liable for any further payments to the Contractor whatsoever, and the Contractor shall be liable for any costs to the City as a result of the termination. The City's rights herein shall be in addition to any other remedies it may have under the law.

(D) 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:

City of Fort Collins, Streets
P.O. Box 580
Ft. Collins, CO 80522

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.

8. Payments.

(A) The City agrees to pay and the Contractor agrees to accept as full payment for all work done and all materials furnished and for all costs and expenses incurred in the performance of the work under the notification in accordance with the prices stated within the Bid Schedule Proposal Form, attached hereto as Exhibit B and by this reference made a part hereof.

(B) The Contractor shall submit invoices on the City's form entitled "Snow and Ice

Hazard Removal Billing Instruction and Invoice Form" attached hereto as Exhibit C and by this reference made a part hereof. Failure to use this form will result in delayed payments. Invoices must contain all requested information and must be received by the City within five (5) working days after completion of the work assignment.

(C) Within thirty (30) days after the final acceptance of the work, the City Inspector will certify the total work done and the amount due and payment will be completed. Payment shall be made by the City only upon completion of the work by the Contractor in a satisfactory manner and upon the Contractor furnishing satisfactory evidence of payment of all wages, taxes, supplies and materials, and other costs incurred in connection with the performance of such services.

9. City Representative. The City will designate a representative who shall make, within the scope of his 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 D, consisting of one (1) page, 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, 215 N. Mason, 2nd Floor, Fort Collins, Colorado 80524 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

18. 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.

19. 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.

THE CITY OF FORT COLLINS, COLORADO

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

Date: _____

Doing business as

By: _____

PRINT NAME

Phone # _____

EXHIBIT C

**CITY OF FORT COLLINS
STREETS, PARKING LOTS AND SIDEWALK SNOW AND ICE REMOVAL
BILLING INSTRUCTIONS AND INVOICE FORM**

Vendor Name: _____ Phone Number: _____
Address (Street & #) _____
City, State, Zip Code: _____
INVOICE NO. : _____ INVOICE DATE: _____
BILLED TO: (City of Fort Collins) JOB NO.: _____
LOCATION: _____

WORK DONE (Date/s and time/s): _____

HOURS: _____
WORK ACCOMPLISHED: _____

CHARGE: \$ _____

INSTRUCTIONS

1. Invoice date will be the date you are billing the City of Fort Collins.
2. Hours will be man hours.
3. Work done is date/s and time/s you do the work.
4. Work accomplished: Removal, truck only; removal, grader, blower, truck or whatever combination you used.
5. Attach an original copy of "Lien Release" form for each Subcontractor or Supplier used to each invoice dated the same date or subsequent to the invoice date. **Failure to do so will result in the denial of payment until Contractor is in compliance.**

EXHIBIT D

INSURANCE AND LIABILITY

General.

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. Compensation and Employer's Liability. The Service Provider shall maintain during the life of this Agreement Workers' Compensation insurance as required by Colorado law, and Employer's Liability Insurance, in an amount not less than \$400,000 for each occurrence, for all of the Service Provider's employees engaged in work performed under this Agreement.
 - B. Commercial General 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 claims for damages for 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 to be provided shall be not less than \$500,000 combined single limits for bodily injury and property damage.

In the event any work under this Agreement 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.