



**Purchase Order
No. 2011-00020674**

DATE 10/26/2011

Ph. (970) 244-1545

Fax (970) 256-4022

Ship To
City of Grand Junction
333 West Ave.
Building A
GRAND JUNCTION, CO 81501

Bill To
City of Grand Junction
333 West Ave.
Building A
GRAND JUNCTION, CO 81501

Vendor
VENDOR NO. 3498
Waste Management of Colorado
PO Box 78251
Phoenix, AZ 85062-8251
Phone: (303) 797-1600

PAGE 1 of 1
SHIP VIA
DELIVER BY
FREIGHT TERMS
Buyer Name: Duane G. Hoff
Buyer Email: duaneh@ci.grandjct.co.us

Reference all contract documents for IFB-3366-11-DH

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
135.0000	Each	CONTRACT SERVICES - Provide 30cy and/or 40cy roll off containers and disposal services for the 2011 City Fall Leaf Cleanup Program, as per specifications in contract documents IFB-3366-11-DH. As per specifications, the quantities stated are approximate only, and may vary.	105.0000	\$14,175.00
PURCHASE ORDER TOTAL				\$14,175.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544
Requestor: Chris Spears. Invoice to be processed by Streets Division.

By: 



**PURCHASING
DIVISION**

INVITATION FOR BID

IFB-3366-11-DH

Roll Off Containers for City Leaf Cleanup Program 2011

RESPONSES DUE:

September 20, 2011 prior to 3:00 PM
250 N. 5th Street
City Clerk's Office, Room #111
Grand Junction, CO 81501

PURCHASING REPRESENTATIVE:

Duane Hoff Jr.
Buyer
duaneh@gjcity.org
Phone (970) 244-1545

September 6, 2011

This solicitation has been developed specifically for soliciting bids to furnish **Roll Off Containers for City Leaf Cleanup Program 2011** for the City of Grand Junction and may not be the same as previous solicitations. All bidders are urged to thoroughly review this IFB prior to submitting. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

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1. INSTRUCTION TO BIDDERS

- 1.1 **CONTRACT DOCUMENTS:** The Invitation for Bid (IFB), General Conditions and Instruction to Bidders, Special Terms and Conditions, Specifications, and the Vendor's Authorizing Bid Form compose the *Contract Documents*. READ ALL DOCUMENTS TOGETHER IN ORDER TO UNDERSTAND YOUR RIGHTS, DUTIES AND LIABILITIES. Copies of these documents can be obtained electronically on Bidnet at www.rockymountainbidsystem.com or from the City of Grand Junction Purchasing Department, 250 N. 5th Street, Second Floor, Room #245.
- 1.2 **SUBMISSION OF BIDS:** One (1) electronic copy on CD or Flash Drive and one (1) hard copy shall be placed in a sealed envelope and marked clearly on the outside "IFB-3366-11-DH Roll Off Containers for City Leaf Cleanup Program." **THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. ALL SECTIONS SHALL BE COMBINED INTO A SINGLE ELECTRONIC FILE.** All bids must be made upon the Vendor's Bid Form and Signature Page attached hereto and should give the amounts bid both in words and in figures, and must be signed and acknowledged by the Vendor. FAXed bids are not accepted.
- 1.3 **DELIVERY OF BIDS:** Bids will be accepted prior to **3:00 p.m. September 20, 2011** in the offices of the City Clerk, 250 N. 5th Street, Room #111, Grand Junction, Colorado. Late bids will not be considered. It is the bidder's responsibility to deliver his/her bid offer at the proper time to the proper place. The mere fact that a bid was dispatched will not be considered. The bidder must have the bid form actually delivered. Any bids received after the scheduled closing time will be returned unopened to the bidder. Mail or hand deliver to City Clerk's Office located at 250 N. 5th Street, Room #111, Grand Junction, CO. 81501-7209.
- 1.4 **EXCLUSIONS:** No oral, telephonic, emailed, or facsimile bid will be considered.
- 1.5 **OPENING OF BIDS:** In the City Hall Auditorium, at the aforementioned time, each and every bid (except those which have been withdrawn in accordance with Paragraph 1.9, "Withdrawal of Bids," of this section) received prior to the scheduled closing time for receipt of bids, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such bids.
- 1.6 **EXAMINATION OF SPECIFICATIONS:** Bidders shall thoroughly examine and be familiar with the Specifications. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- 1.7 **ADDENDA & INTERPRETATIONS:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on Bidnet at www.rockymountainbidsystem.com. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Representative.

- 1.8 **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in bidding prices or in preparation of bid otherwise, will not relieve the bidder from providing the services and/or commodities described herein. Please note, erasures or changes in bids must be initialed.
- 1.9 **WITHDRAWAL OF BIDS:** At any time prior to the scheduled closing time for receipt of bids, any bidder may withdraw his bid, either personally or by written request, not Facsimiles (FAX). If bid withdrawal is made personally, proper receipt shall be given therefore.
- 1.9.1 After the scheduled closing time for the receipt of bids and before award of contract, no bidder will be permitted to withdraw his/her bid unless said award is delayed for a period exceeding sixty (60) days. Negligence on the part of the bidder in preparing this bid confers no rights for the withdrawal of the bid after it has been opened.
- 1.10 **DETERMINATION OF LOW BID:** In making award of contract, the City of Grand Junction (City) reserves the right to take into consideration factors that in its opinion would affect the final total cost. Low bid is defined as the lowest net price and/or cost to the City provided the bid is both responsive and responsible.
- 1.11 **BIDS BINDING 60 DAYS:** Unless otherwise specified all formal bids submitted shall be binding for sixty calendar days following bid opening date, unless the bidder(s), upon request of the Purchasing Representative, agrees to an extension.
- 1.12 **REJECTION OF BIDS:** The City of Grand Junction and its officers reserve the right to reject any or all bids, and waive any minor informality or irregularity in the best interest of the City.
- 1.13 **ACCEPTANCE OF BIDS:** Within Sixty (60) days after receipt of the bids the City will act upon them. The vendor's signature on the attached Bid Form shall be deemed the same as his signature on a **legal agreement** and when accepted by the City Manager or City Purchasing Representative it shall become a binding agreement between both parties to comply with the terms and conditions of the *Contract Documents*.
- 1.14 **OFFERS BINDING 60 DAYS:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Offeror, upon request of the Purchasing Representative, agrees to an extension.
- 1.15 **PRICES:** In the event of a discrepancy between the prices stated in words and those in figures on the bid form, the words shall control.
- 1.16 **BIDS FOR ALL OR PART:** It is the intent of the City to award this contract to one (1) or more suppliers. However, the City reserves the right to make award on all items, or on any of the items according to the best interests of the government entity. Bidder may restrict his/her bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon.

- 1.17 **ALTERNATE BIDS:** If the bidder believes that two or more items match required specifications, the bidder will make a copy of the bid sheet and clearly mark "**Alternate Bid**" indicating brand name, model, size, and any other significant information related to the item.
- 1.18 **TAXES:** The City is exempt from State retail tax and Federal excise tax. The bid price must be net, exclusive of taxes.
- 1.19 **EXAMINATION OF SPECIFICATIONS:** Bidders shall thoroughly examine and be familiar with the specifications contained herein. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document shall in no way relieve any bidder from any obligation with respect to his submitted bid. The submission of a bid shall be taken as prime facie evidence of compliance with this Section.
- 1.20 **QUESTIONS REGARDING SPECIFICATIONS:** Any information relative to interpretation of specifications shall be requested of the Purchasing Representative, in writing, in ample time before the opening of bids.
- 1.21 **ADDENDA AND INTERPRETATIONS:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on Bidnet at www.rockymountainbidsystem.com. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Representative.
- 1.22 **EXCEPTIONS TO SPECIFICATIONS:** The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of the bid. This sheet shall be labeled "exception(s) to Bid Conditions and Specifications," and shall be attached to the enclosed bid form (s).
- 1.23 **LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:** All bids will be awarded to the lowest responsive and responsible bidder. The determination of the lowest responsive and responsible bidder will be made by the City Purchasing Representative in his sole judgment and may involve all or some of the following factors: price, conformity to specifications, financial ability to perform the service(s) and/or provide the commodity(s), previous performance and reputation, location of required and necessary facilities and/or equipment, availability and proximity of repair parts and/or warranty work, similar experience, delivery promise, terms of payments, compatibility as required in the bid documents, other associated and necessary costs, and other objective and accountable factors which are reasonable and objective.
- 1.24 **DISQUALIFICATION OF BIDDERS:** Bidders may be disqualified and rejection of bids may be recommended by the City Purchasing Representative for any of, but not limited to, the following causes:
- A. Failure to use the bid form furnished herein
 - B. Lack of signature by an authorized representative on the bid form
 - C. Failure to properly complete the bid form and provide any and all required information

- D. Evidence of collusion among bidders
- E. Omission of bid guarantee (if required)

2. GENERAL CONDITIONS

- 2.1 ASSIGNMENT:** The bidder shall not sell, assign, transfer or convey any agreement resulting from this bid, in whole or in part, without prior written approval from the City Purchasing Representative.
- 2.2 RESPONSIBILITY FOR MATERIALS SHIPPED:** The successful bidder shall be responsible for the materials or supplies covered by this Agreement until they are delivered at the designated point, but the successful bidder shall bear the risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the successful bidder promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery.
- 2.2.1 Upon failure to do so within ten (10) days after date of notification, the City may return the rejected materials or supplies to the vendor/Vendor at his risk and expense, or dispose of them as its own property.
- 2.3 INSPECTIONS:** Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practical, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.
- 2.4 FAILURE TO DELIVER:** In the event of failure of the Bidder to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Bidder responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.
- 2.5 FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.
- 2.6 FORCE MAJEURE:** The Bidder shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Bidder, unless otherwise specified in the contract.
- 2.7 INDEPENDENT FIRM:** The Bidder shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the City of Grand Junction. The City shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The City shall not

withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the City shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.

- 2.8 NONCONFORMING TERMS & CONDITIONS:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The City of Grand Junction reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its bid prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.9 ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City of Grand Junction.
- 2.10 REMEDIES:** The Offeror and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.11 PATENTS/COPYRIGHTS:** The Bidder agrees to protect the City of Grand Junction from any claims involving infringements of patents and/or copyrights. In no event shall the City be liable to the Bidder for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.
- 2.12 VENUE:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.13 EXPENSES:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the City.
- 2.14 SOVEREIGN IMMUNITY:** The City of Grand Junction specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.15 NON-APPROPRIATION OF FUNDS:** The contractual obligation of the City of Grand Junction under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council from this fiscal year only. **State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.** Anticipated expenditures/obligations beyond the end of the current City of Grand Junction fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.16 PAYMENT/INVOICE:** Payment terms listed on bid form, receipt, inspection and acceptance of materials and/or services described in the bid specifications.

- 2.17 COOPERATIVE PURCHASING:** Purchases as a result of this solicitation are primarily for the City of Grand Junction. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this solicitation.
- 2.17.1 The quantities furnished in this bid document are only for the City of Grand Junction. It does not include quantities for any other jurisdiction.
 - 2.17.2 The City of Grand Junction will be responsible for only the orders placed for our jurisdiction. Other participating entities will place their orders on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City of Grand Junction accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation.
 - 2.17.3 Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.18 TERMINATION OF CONTRACT WITHOUT CAUSE:** This Contract may be terminated by the City without cause upon seven (7) days written notice to Contractor. In the event of such a termination without cause, Contractor shall be compensated for all services performed prior to termination
- 2.19 AVAILABILITY OF FUNDS:** Any City Contract resulting from a submission of a bid shall be deemed executory only to the extent of appropriations available to each City agency for purchases of such articles and services. The City's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal year.
- 2.20 FEDERAL, STATE, LOCAL LAWS:** All bidders must comply with all Federal, State and Local laws relative to conducting business in the City of Grand Junction including, but not limited to, licensing, labor and health laws, including The Americans with Disabilities Act (ADA). The laws of the State of Colorado will govern as to the interpretation, validity, and effect of this bid, its award, and any agreement entered into. Venue for any lawsuit will be in Mesa County, Colorado.
- 2.21 SAFETY WARRANTY:** All bidders agree and warrant that services performed in response to this bid invitation shall conform to the standards declared by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the City may require the services to be redone at no additional expense to the City. In the event the vendor fails to make the appropriate correction within a reasonable time, correction(s) made by the City, or its agent, will be at the vendor's expense.
- 2.22 COLLUSION CLAUSE:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists

among the bidders. The City may or may not, at the discretion of the City Purchasing Representative, accept future bids for the same services or commodities from participants in such collusion.

- 2.23 **ETHICS:** The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.
- 2.24 **MINORITY BUSINESS CLAUSE:** Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, physical disability or national origin in consideration for an award.
- 2.25 **AFFIRMATIVE ACTION PROGRAM:** Pursuant to Executive Order 11246, as amended, the City has an Affirmative Action Program in connection with Equal Employment Opportunities. It is recommended that those bidders who have not initiated an Affirmative Action Program give consideration toward pursuing such a Program.
- 2.26 **MSDS (OSHA Form 20):** In compliance with the Occupational Safety and Health Act (OSHA) Hazardous-Material Amendment, OSHA 1910.1200, The City of Grand Junction requires **material safety data sheets** on all potentially hazardous materials utilized within City operations. Therefore, delivery of products subject to the aforementioned laws and regulations will not be accepted unless accompanied by a satisfactorily completed OSHA-20 Materials Safety Data Sheet, or approved equivalent.
- 2.27 **PUBLIC DISCLOSURE RECORD:** If the Bidder or Vendor has knowledge of their employee(s) or sub-vendor having an immediate family relationship with a City employee or elected official, the Vendor must provide the City Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record," a statement of financial interest, before conducting business with the City.
- 2.28 **Insurance Requirements:** The Contractor agrees to procure and maintain, at his own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this section. Such insurance shall be in addition to any other requirements imposed by this contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this section by reason of his failure to procure or maintain insurance in sufficient amounts, durations, or types.
- 2.28.1 Worker Compensation insurance is required by State law and is the responsibility of the Contractor to comply. Exemption from Worker Compensation may only be granted directly from the State of Colorado.
- 2.28.2 Commercial General Liability Insurance Policy with minimum combined single limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

- 2.28.3 Comprehensive Automobile Liability Insurance, which includes coverage of all, owned, non-owned and rented vehicles with a minimum of \$1,000,000 combined single limit for each occurrence.
- 2.28.4 Required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The Consultant may maintain reasonable and customary deductibles, subject to approval by Dave Roper, Risk Manager, City of Grand Junction, 250 N. 5th St., Grand Junction, CO 81501, (970) 244-1592.
- 2.28.5 All insurance shall be purchased from an insurance company licensed to do business in Colorado that has a financial rating of B+ VII or better as assigned by the BEST Rating Company or equivalent.

3. SPECIAL INSTRUCTIONS TO BIDDER

- 3.1 **GENERAL:** The City of Grand Junction is requesting competitive pricing from qualified and interested companies, for roll-off containers, associated service trucks and drivers for the City's annual Leaf Cleanup Program. The program generally runs from October 10, 2011 thru December 15, 2011, depending on weather conditions. The City of Grand Junction will collect leaves and stockpile them at 333 West Avenue, in the City Compound. City of Grand Junction employees will load collected leaves into roll-off containers at the City Compound on a daily basis and notify the refuse company for next day delivery to the Mesa County Compost facility at the Mesa County's Orchard Mesa Landfill.
- 3.2 **PRICE:** Contract prices shall be as stated for the items specifically named on the bid page. Pricing shall include drop-off of each container to 333 West Avenue, Grand Junction, Colorado 81501 and transport and dumping of leaves at the Mesa County Landfill Composting area at Orchard Mesa Landfill. The Contractor will be paid the agreed flat rate per haul charge for each acknowledged container transported and dumped at the composting site. The haul fee will include all Contractor costs.

Prior to transporting loaded containers to the Mesa County Landfill Compost Facility, the Contractor will have a "ticket" signed by a City employee to acknowledge the transaction for City billing records. The Contractor will be paid the agreed flat rate per haul charge for each acknowledged container transported and dumped at the landfill. The per haul fee will include all Contractor costs.
- 3.3 **ESTIMATED QUANTITIES:** The quantities indicated in this Invitation for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. Variation of quantities may increase or decrease. The estimates do not indicate single order amounts unless otherwise stated. The City of Grand Junction makes no guarantees about single order quantities or total aggregate order quantities.
- 3.4 **CONTRACT PERIOD:** The original contract period shall be as stated in the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the City for any contractual commitment in excess of the original contract period which is October 10, 2011 to December 15, 2011.

- 3.5 **CONTRACT:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.
- 3.12.1 The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.
- 3.12.2 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.
- 3.6 **OPTIONS YEARS:** The City of Grand Junction with the mutual agreement from the supplier shall have two, one year renewal options (or any portion thereof) to extend the contract based upon satisfactory performance and price stability. If the option for the renewal is exercised by the Purchasing Manager, the bidder shall agree, in writing, to the prices for the renewal period. Orders placed for the option years are dependent upon the availability and actual appropriations of funds for that year.
- 3.7 **ADDITIONAL INFORMATION:** For information concerning the bid process, please contact the City's Purchasing Division at (970) 244-1533 or check the City web site at www.gjcity.org

4. SPECIFICATIONS

- 4.1 **SPECIFICATION:** It is anticipated one roll-off container will be needed (on site) at the beginning of the collection program and may escalate to as many as three roll-off containers needed at the peak of the collection season, and de-escalate back to one roll-off container at the end of the collection program, depending upon weather conditions and quantity of collected leaves. During the normal peak of season (2nd half of November) as many as three roll-offs may be required on site and transported (daily) to keep pace with the daily volumes. City of Grand Junction Street Crews will load roll offs during or at the end of each day (Monday-Friday 7am-3:30pm), less holidays. The total quantity of roll-off loads required for last year's program (2010) was 135, it is expected this will be a similar number of loads needed for this year's program; however quantities may significantly increase or decrease depending on weather conditions and leaf volumes. The containers must be 30 or 40 cubic yards in size, the price of each should be noted on the Vendor's Bid Form.
- 4.2 **LITTERING:** Contractor is responsible for covering loaded containers so as to prevent "littering" during transport to landfill. Contractor is responsible for any fines and/or penalties that may be incurred performing the work.

5. VENDOR'S AUTHORIZING BID FORM

Invitation for Bid IFB-3366-11-DH "Roll Off Containers for City Leaf Cleanup Program"

Bid Date: _____

Bidding Company: _____

Name of Authorized Agent: _____

Email Address _____

Telephone _____ **Address** _____

City _____ **State** _____ **Zip** _____

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Bidder does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Bidder also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Bidder will be prepared to complete the project in its entirety.

The City of Grand Junction reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

RECEIPT OF ADDENDA: the undersigned Bidder acknowledges receipt of the following Addenda to the Solicitation, Specifications, Drawings and other Contract Documents.

Addendum No. _____ Dated: _____ By: _____

Addendum No. _____ Dated: _____ By: _____

Addendum No. _____ Dated: _____ By: _____

PRICE BID FORM: IFB-3366-11-DH Roll Off Containers for City Leaf Cleanup Program

Item	Unit	Description	Unit Price Per ** Haul
1.	Per Haul	***40 cubic yard roll-off container provided, transported and dumped at the Mesa County Composing Facility. Including all labor, equipment, and materials required.	
2	Per Haul	***30 cubic yard roll-off container provided, transported and dumped at the Mesa County Composing Facility. Including all labor, equipment, and materials required.	

WRITTEN PRICE PER HAUL:

40 Cubic Yard: _____

30 Cubic Yard: _____

Company Name: _____

Authorized Signature: _____

Title: _____

5. VENDOR'S AUTHORIZING BID FORM

Invitation for Bid IFB-3366-11-DH "Roll Off Containers for City Leaf Cleanup Program"

Bid Date: Sept 20th, 2011
 Bidding Company: WASTE MANAGEMENT
 Name of Authorized Agent: BRANDI CARR
 Email Address BCARR@WM.COM
 Telephone 263-5650 Address 1227 WINTERS AVE
 City GRAND JCT State CO Zip 81501

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Bidder does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Bidder also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Bidder will be prepared to complete the project in its entirety.

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 Addendum No. _____ Dated: _____ By: _____
 Addendum No. _____ Dated: _____ By: _____

PRICE BID FORM: IFB-3366-11-DH Roll Off Containers for City Leaf Cleanup Program

Item	Unit	Description	Unit Price Per ** Haul
1.	Per Haul	***40 cubic yard roll-off container provided, transported and dumped at the Mesa County Composting Facility. Including all labor, equipment, and materials required.	\$105.00
2	Per Haul	***30 cubic yard roll-off container provided, transported and dumped at the Mesa County Composting Facility. Including all labor, equipment, and materials required.	\$105.00

WRITTEN PRICE PER HAUL:

40 Cubic Yard: One hundred five dollars 00/100

30 Cubic Yard: One hundred five dollars 00/100

Company Name: WASTE MANAGEMENT

Authorized Signature: Brandi M. Can

Title: TERRITORY MANAGER