

Residential Garbage & Recycling Collection and Disposal Program

July 2019

REQUEST FOR PROPOSALS



City of Commerce City, Colorado
Public Works Department

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1. SOLICITATION

The City of Commerce City (the “City”) is soliciting proposals from qualified entities to provide services for the collection, disposal, and processing of residential garbage and recyclable materials and the collection, disposal, and processing of garbage and recycling from the City’s municipal buildings and parks. Collectively, these services are referred to as the City’s Residential Garbage & Recycling Collection and Disposal Program (the “Program”).

This Request for Proposals (“RFP”) outlines the existing program, provides a general description of services anticipated, specifies submittal requirements, identifies selection criteria, and explains the selection process. A response to this RFP (a “Proposal”) should serve as a complete and detailed approach to providing the required services (the “Services”). The RFP and resulting contract are intended to be comprehensive (*i.e.*, separate proposals for any single portion of the Services will not be considered).

The objective is for entities responding to this RFP (“Respondents”) to submit sufficient information to allow the City to select a Contractor to enter into a contract with full service commencing January 1, 2020, for a five (5)-year service term, subject to annual appropriation. Proposals should serve as a complete and detailed approach to the management and delivery of the Services.

Questions regarding RFP requirements are due to Uriel Akiva, Parks and Public Works Project and Program Coordinator, in writing at uakiva@c3gov.com by 3:00 PM MT on August 19, 2019. Responses to questions, and any other addenda, will be posted on the City’s website and on the Rocky Mountain E-Purchasing System (RMEPS) on August 22, 2019.

Proposals are due by 12:00 p.m. MT, on September 3, 2019. Late Proposals will not be accepted.

Respondents are cautioned not to undertake any activities or actions to promote or advertise their submittal, other than discussions with City staff as described in this RFP. After the release of this RFP, Respondents are not permitted to make any direct or indirect contact with members of the Selection Committee, the City Council, or media on the subject of this RFP, except in the course of City-sponsored presentations. Violation of these rules is grounds for disqualification of the Respondent.

2. CITY INFORMATION

ABOUT COMMERCE CITY

As one of the state's fastest growing cities, Commerce City is redefining itself for the next generation, building on historic values of community, industry, agriculture and family. Centrally located along Colorado's bustling Front Range, Commerce City is a *Quality Community for a Lifetime*, with 25 miles of trails, a championship golf course, 840 acres of open space and parks, one of the country's largest soccer complexes and the nation's largest urban wildlife refuge. Located just eight miles north of downtown Denver, Commerce City is home to more than 58,000 residents. Learn more at www.c3gov.com.

ORGANIZATION

The City of Commerce City is a home rule municipality operating under a council-manager form of government, where an elected city council appoints a city manager, who serves as chief executive officer of the organization. The city manager administers and implements the vision and objectives established by the City Council, ensuring Commerce City's vision of a "Quality Community for a Lifetime" is realized.

3. CURRENT PROGRAM OVERVIEW

BACKGROUND INFORMATION

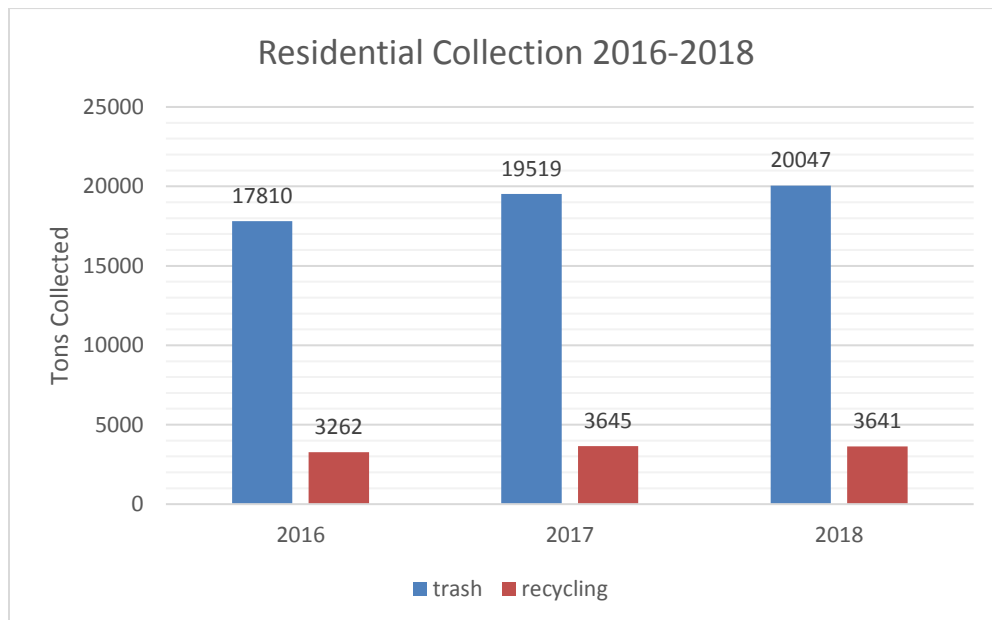
The City is one of only two Denver area municipalities to offer residential garbage and curbside recycling collection with no direct cost to residents. The City's current contract includes:

- One 96 gallon trash tote for household garbage collection on a weekly basis;
- One 96 gallon recycling tote for bi-weekly single-stream curbside recycling services;
- Five scheduled large item pickups to units with tote service annually;
- Provision of one 96 gallon trash tote and one 96 gallon recycling tote to each new unit;
- Garbage and recycling services at seven City facilities and four business areas; and
- Eleven city-wide trash receptacles located within the City right-of-way.

The Program currently provides service to approximately 16,950 single-family and multi-family units (tri-plexes, quadri-plexes, townhomes and condominiums). Of these, approximately 875 units receive parking lot or alley service and 270 units are served by dumpsters. **Mobile homes, apartment buildings, commercial buildings, and industrial complexes are not included in the Program.**

The City has established day-certain collection areas (see Attachment C). Yard and other organic waste is not collected separately but is included with the weekly garbage collection.

The City currently contracts with one provider to collect and dispose of residential garbage and recycling. This contract began on January 1, 2015 and expires on December 31, 2019.



PROGRAM GOALS

The goal of the Program is to provide services that effectively collect and dispose of solid waste in a manner that is consistent with applicable State, Federal and local laws and regulations, while maximizing the fullest recovery of recyclable materials possible with the least impact on the environment and in a cost-effective manner so as to enhance the safety and aesthetics of the City.

Objectives to achieving this goal include:

- Minimizing the rate of waste generation through education and source reduction;
- Encouraging and facilitating the recovery, reuse and recycling of material within the waste stream;
- Increasing the amount and types of materials being recycled;
- Improving education to increase diversion rates and waste reduction; and
- Expanding participation.

The selected Contractor will work closely with the City to achieve these goals.

4. SELECTION SCHEDULE / KEY DATES

The selection process includes the following steps and schedule:

Publication and distribution of RFP:	August 7, 2019
Deadline for submitting questions:	August 19, 2019, 3:00 p.m. MST
Responses to questions/addenda posted:	August 22, 2019 3:00 p.m. MST
RFP response deadline:	Sept. 3, 2019 12:00 p.m. MST
Review period:	Sept. 2 – Sept. 6, 2019
Short list and notify Respondents:	Sept. 3, 2019
Interviews with short-listed Respondents:	September 4, 2019
Select Contractor:	September 6, 2019
Negotiate contract:	Sept. 9 – Sept. 13, 2019
City Council Study Session (optional):	September 23, 2019
City Council Contract Approval:	October 7, 2019
Notice to Proceed (anticipated):	October 8, 2019
Start of service term:	January 1, 2020

The City reserves the right to modify or waive any deadline under this schedule as needed. All dates after the RFP response deadline are estimates.

5. SCOPE OF SERVICES – GARBAGE COLLECTION & DISPOSAL

This section is specific to garbage, bulk waste & appliance collection, and disposal/processing services. The Attachments include general requirements that should be read along with this section.

5.1 Collection and Disposal

The Contractor shall furnish all labor, materials and equipment and perform all work necessary for the collection and disposal/processing of garbage and recycling for approximately 16,950 residential customers in the City. Annual increases of approximately 600 units are expected. Each unit of a multi-family dwelling shall be considered a separate residence for purposes of billing, unless the unit is serviced by dumpsters, in which instance the billing shall be for the dumpster rate.

All collections shall be day-certain. The only exceptions shall be during those weeks in which (i) a designated holiday occurs; or (ii) in emergency situations as determined by the City. If a holiday falls on the weekend, there will be no delayed collection. If a holiday falls during the week, collection will be delayed by one (1) day all week through Saturday in accordance with the provisions of Attachment F. Collection from single-family households will occur at the curb and/or alley. Collection locations for multi-family households will vary.

The Contractor shall weigh each collection truck before and after unloading and shall report the tonnage collected, in the format requested by the City, on a monthly basis.

5.2 Disposal Costs

Whether or not the Tower Road Landfill is used, the Contractor will pay a 5% service charge to the City.

By separate agreement, third party waste disposal revenues are subject to a 5% service charge payable to the City from the Tower Road Landfill. If the Contractor uses the Tower Road Landfill, then the 5% service charge will be paid to the City by the Tower Road Landfill. If the Contractor is owned by or is affiliated with the Tower Road Landfill, then the Contractor shall pay the City the difference between the Tower Road Landfill internal company royalty and what the calculated 5% service charge would be.

If the Contractor uses a different landfill, then the Contractor shall pay the City a 5% direct fee on whatever the actual cost of dumping at that landfill is.

If the Contractor uses any landfill, regardless of its location, and pays no dump fee, then the Contractor will pay the City a calculated 5% service charge based upon what it would have cost to dump the materials at the Tower Road Landfill.

The Contractor will submit the 5% service charge on a monthly basis, along with an accounting for the materials collected. These records will be subject to audit by the City.

5.3 Garbage Containers

The Contractor shall supply each residence with one 96 gallon trash tote (and an additional 96 gallon trash tote if the residence opts out of the recycling program). The Contractor shall deliver the tote(s) to the residence and shall replace any lost, stolen, or damaged totes at no additional cost. All tote(s) shall be delivered by no later than December 31, 2019. Additional containers are subject to the Additional Container Sales Program (below).

5.4 Alley Collection

Although the majority of units will be curbside collection, the City has many units (approximately 875) that require alley or parking lot collection. Respondents should acquaint themselves with these service areas. A list of these addresses is included in Attachment D.

5.5 Dumpster Collection

The City has approximately 270 units served by collective dumpsters for several multi-family units. A list of these addresses is included in Attachment E.

5.6 Large Item/Bulk Waste Pickup

The Contractor shall furnish all labor, materials, and equipment and perform all work necessary for the collection and disposal/processing of large, non-hazardous or bulk waste items from individual units. These types of items include bulky materials or other special wastes that are not stored in standard storage containers and cannot be picked up by a normal collection vehicle. Items that qualify for large item pickup are listed in Attachment B.

The Contractor will submit a plan to perform programmatic large item pick-ups on at least a quarterly basis to each residence in the City covered under this program, including all multifamily units, townhomes and condos covered by this program. Along with the programmatic large item pick-ups, the Contractor will provide additional large item pick-ups to customers as needed. These additional large item pick-ups, if any, are to be scheduled by customers—not the City. Contractor shall bill customers directly for additional large item pick-ups. Under no circumstances shall the City be responsible for the cost of any additional large item pick-ups that are coordinated by customers and shall not be liable for non-payment.

The Contractor shall report the number of times large item pick-up service is used (as scheduled by and paid for by customers) as well as all tonnage collected from the programmatic service, in the format requested by the City, on a quarterly basis.

5.7 Public Information and Education

The Contractor shall provide assistance to the City as described in Attachment I.

5.8 Reporting Requirements

The Contractor shall provide reports as described in Attachment J.

5.9 Additional Services

The City may request the provision of additional services such as:

- Roll-off services;
- Provision of additional dumpsters; and
- Waste and recycling containers for special events.

5.10 Emergency and Disaster Services

The City may request, and the Contractor shall agree, to additional collections, as reasonably necessary, during a declared emergency or disaster in the City. The cost of this service will be mutually negotiated between the Contractor and the City. The City shall not be required to award such work to the Contractor and may select one or more other vendors to perform such work.

5.11 Additional Container Sales Program

The Contractor shall establish a program whereby it provides additional garbage containers for sale to customers. The containers shall be available for purchase in at least three sizes: 32-, 64- and 96-gallon capacity. The containers shall be extruded plastic and bear the name and phone number of the Contractor. The Contractor shall be responsible for delivering the container to the customer. Any delivery costs should be included in the price of the container.

The Contractor shall bill the customer directly for the container and for any monthly service charge. The Contractor is encouraged to provide some type of payment plan to spread the costs of the containers over a number of months. The City shall not bear the cost of any additional containers purchased by customers and shall not be liable for any non-payment by customers.

Please see Table 9.6 for an example of how the City would like the contractor to price extra container sales and service charges.

The Contractor shall work with the City to promote and advertise this program to customers.

5.12 Extra Dumpster Service Program

The Contractor shall establish a program whereby it provides additional dumpster services to customers.

The Contractor shall bill the customer directly for any additional dumpster services beyond the single weekly base service that the City outlines in its base bid. The City shall

not bear the cost of any additional dumpster services purchased by customers and shall not be liable for any non-payment by customers.

6. SCOPE OF SERVICES – RECYCLABLE MATERIALS COLLECTION & PROCESSING

This section is specific to recyclable materials collection and processing services. The Attachments include general requirements that should be read along with this section.

6.1 Recyclable Materials Collection and Processing

The Contractor shall furnish all labor, materials and equipment and perform all work necessary for the collection and processing of recyclable materials from approximately 16,950 units. The Contractor shall provide single-stream, curbside recycling services every two (2) weeks on the same day of the week garbage is collected.

All recyclable materials shall be collected and transported to a licensed Material Recovery Facility (MRF). The contractor shall weigh each collection truck before and after unloading.

6.2 Recycling Containers

The Contractor shall supply each residence with one 96-gallon recycling tote unless the residence opts out of the recycling program. The Contractor shall deliver recycling tote(s) to each new residence and shall replace any lost, stolen, or damaged totes at no additional cost. All tote(s) shall be delivered by no later than December 31, 2019. Additional containers are subject to the Additional Container Sales Program (below).

6.3 Recycling Opt-Out

Respondent must allow residents to request that their standard recycle container be replaced by a second garbage container, to be serviced weekly, at no additional charge to the City or resident. Residents are limited to one switch out per year.

6.4 Public Information and Education

The Contractor shall provide assistance to the City as described in Attachment I.

6.5 Reporting Requirements

The Contractor shall provide reports as described in Attachment J.

6.6 Additional Container Sales Program

The Contractor shall establish a program whereby it provides recycling containers for sale to customers. The containers shall be available for purchase in at least three sizes: 32-, 64- and 96-gallon capacity. The containers shall be extruded plastic and bear the name and phone number of the Contractor. The Contractor shall be responsible for delivering

the container to the customer. Any delivery costs should be included in the price of the container. The recycling containers shall be different, in some obvious manner, from the garbage containers, *e.g.*, container lid color, so as to be easily differentiated from the garbage containers.

The Contractor shall bill the customer directly for the container and any monthly service charge. The Contractor is encouraged to provide some type of payment plan to spread the costs of the containers over a number of months. The City shall not bear the cost of any additional container(s) purchased by customers and shall not be liable for any non-payment by customers.

Please see Table 9.7 for an example of how the City would like the contractor to price extra container sales and service charges.

The Contractor will work with the City to promote and advertise this program to customers.

7. SCOPE OF SERVICES – GARBAGE AND RECYCLING SERVICES FOR CITY FACILITIES

This section is specific to the collection and disposal/processing of recyclable materials, garbage, bulk waste, and appliances at specified City facilities. The Attachments include general requirements that should be read along with this section.

7.1 Garbage & Recyclable Materials Collection and Disposal/Processing

The Contractor shall furnish all labor, materials and equipment and perform all work necessary for the collection and disposal/processing of recyclable materials at the eight (8) City facilities listed in the table below. Service shall be essentially the same as that provided for customers at the frequency listed in the table below.

Changes in the number of containers and/or the frequency of collection may be adjusted as deemed necessary by the City. Reasonable costs for changes in service will be negotiated as they occur.

7.2 Minimum Service Levels - Garbage

LOCATION	CONTAINERS	SERVICE FREQUENCY
Civic Center 7887 East 60 th Avenue	Two (2), 3-cubic yard	4 times per week
Eagle Point Recreation Center 6060 Parkway Drive	Two (2), 3-cubic yard	3 times per week
Conter Community Center 6505 East 60 th Avenue	One (1), 3-cubic yard	1 time per week
Pioneer Park E. 60 th Avenue at Holly Street	Two (2), 8-cubic yard	3 times per week
Paradise Island Pool 5951 Monaco Street	Two (2), 8-cubic yard	4 times per week From April-September
Municipal Service Center 8602 Rosemary Street	Two (2), 8-cubic yard and three (3) 40-cubic yard rolloffs	3 times per week and 1 time per week (rolloffs)
Buffalo Run Golf Course 15700 East 112 th Avenue	Three (3), 3-cubic yard and one (1), 8-cubic yard	2 times per week
Bison Ridge Recreation Center 13905 E. 112 th Avenue	Four (4), 3-cubic yard	4 times per week

7.3 Minimum Service Levels - Recycling

LOCATION	CONTAINERS	SERVICE FREQUENCY
Civic Center 7887 East 60 th Avenue	One (1), 3-cubic yard	3 times per week
Eagle Point Recreation Center 6060 Parkway Drive	One (1), 3-cubic yard	3 times per week
Conter Community Center 6505 East 60 th Avenue	n/a	n/a
Pioneer Park E. 60 th Avenue at Holly Street	n/a	n/a
Paradise Island Pool 5951 Monaco Street	n/a	n/a
Municipal Service Center 8602 Rosemary Street	Five (5), 96-gallon	1 time per week
Buffalo Run Golf Course 15700 East 112 th Avenue	One (1), 3-cubic yard	2 time per week
Bison Ridge Recreation Center 13905 E. 112 th Avenue	n/a	n/a

7.4 Reporting Requirements

The Contractor shall provide reports as described in Attachment J.

8. ALTERNATIVE COLLECTION SERVICES/METHODS

The foregoing draft scope of services reflects a plan of approach based on previously-stated goals as determined by the City. One factor in selecting a Contractor will be the ability of a Respondent to analyze the Program goals, evaluate the work elements and formulate a work plan. This process may produce new approaches or modifications to the Program. For that reason, all Respondents should be aware that the final scope of work will be produced with input from the selected Contractor.

Alternative methods for providing services for the Program will be accepted and are encouraged. Each alternative proposal must include a complete description and cost which clearly outlines what is being proposed. The alternative(s) must be clearly stated so a comparison can be made to the services being requested in this RFP. Alternative proposals shall not count toward the 30-page Proposal limitation.

9. PROPOSAL FORM

Respondents must answer all questions and provide the requested information for all items. All questions should be answered fully and in the order listed. Proposal forms will be provided in an electronic Word document format upon request.

9.1 Respondent Questionnaire

Please provide requested information to the items listed below. All questions must be answered as written and all answers must be clear and comprehensive. Respondents shall not modify any question, change the order of questions or alter the form in any way. Failure to supply requested information will be noted when evaluating Proposals. Respondents will be required to substantiate all information provided. Proof by demonstration or other means approved by the City may be required.

1. Provide the name and address of Respondent.
2. Provide the names and titles of key personnel and related tasks they would perform during the transition from the existing provider and during the term of the new contract.
3. Identify the number of years the Respondent has performed garbage and recycling services.
4. List all municipal garbage and recycling contracts the Respondent has had in the past 10 years. If applicable, identify the date the contract ended and the reason for contract termination.
5. Identify any new garbage and recycling contracts the Respondent has recently begun in the last 3 years. Describe what made the provider transition successful and what issues were encountered when coming in as the new provider.
6. Describe any issues that might be anticipated during any potential transition and how the Respondent proposes to deal with those issues, including but not limited to the following:
 - a. Communicating to residents that they will have to use new totes for curbside pick-ups starting on January 1, 2020.
 - b. Placement of new totes out into the community in accordance with the expectations outlined in Bid Option #1.
 - c. Retaining the current service day areas as outlined in Attachment C as closely as possible (final established service days and areas subject to City approval).
 - d. The provision of large item pick-up to multifamily units, including Condos and Townhomes that are covered by this program.

7. Describe the type and size of collection vehicles that will be used for both garbage and recycling collection.
8. Describe how you will staff and deliver customer service for the contract to residents and to City Staff.
9. Describe your experience providing large item/bulk waste collection.
10. Describe the container purchasing system the Respondent will implement for additional totes paid for by the resident.
11. State the Respondent's average number of missed pickups in other communities per year. State whether, in the past three years, the Respondent has been unable to meet any contract requirement and explain why.
12. Provide names and contacts for other municipalities where the Respondent has been involved in litigation within the last 10 years. Please describe the cause of the litigation and the outcome.
13. List any proposed modifications to the Base Bid services or Bid Alternates.

9.2 Base Bid Option #1, Fully Automated Collection Price Worksheet

The Respondent shall provide a cost to provide services for a fully automated system as listed below. A more detailed description of this service should be provided in the Respondent Proposal. Any changes to this Bid Option shall be clearly identified by the Respondent in the responses to Section 9.1, Respondent Questionnaire.

- Provide automated garbage collection once per week and single-stream recycling collection once every two weeks, as well as disposal/processing for 16,950 single-family and multi-family units (tri-plexes, quadri-plexes, townhomes and condominiums).
- Supply and deliver one (1) garbage container (96-gallon capacity) and one (1) recycling container (96-gallon) to each existing unit or supply and deliver two (2) garbage containers (96-gallon capacity). New units will be provided with the same.
- Any additional containers and garbage & recycling service, above the 96-gallon limit, must be purchased by the customer.
- Programmatic curbside large item/bulk waste pickup at least quarterly. Qualified respondents will provide a list of acceptable items and amounts for their programmatic curbside large item pickup program. Please see Attachment B for a list of expected items to be covered by any programmatic curbside large item pickup program.
- Garbage and recycling services for nine (9) City facilities as shown in Section 7.
- Once per week dumpster service to (16) sixteen 3 yard dumpsters provided by the contractor to the approximately 270 residential units as outlined in Attachment E.

- Respondent must allow residents to request that their standard recycle container be replaced by a second garbage container, to be serviced weekly, at no additional charge to the City or resident.
- Respondent must incorporate initial Program setup costs into cost/unit/month service charges spread over a time period of five (5) years.
- Respondent must provide bids that can accommodate growth of roughly 600 units per year during the course of the contract.

Table 9.5: Garbage & Recycling Collection & Disposal/Processing Service Cost

# of Units Receiving Tote Service	Cost/Unit/Month
16,680	
# of Dumpsters	Cost/Dumpster/Month
16	

Table 9.6: Additional Garbage Container and Service Cost (billed to Customer)

Container Size	Cost/Unit/Month*
32-gallon	
64-gallon	
96-gallon	

*Assumes that the initial cost of the container is included in the cost/unit/month

Table 9.7: Additional Recycle Container and Service Cost (billed to Customer)

Container Size	Cost/Unit/Month*
32-gallon	
64-gallon	
96-gallon	

*Assumes that the initial cost of the container is included in the cost/unit/month

9.3.1 Add Alternate #1

- Weekly single-stream curbside recycling at the same standards and according to the same requirements as every-two-weeks service.
- Cost shall be displayed as an additional cost to the Bid Option #1. If the additional cost is zero or can be provided at a cost less than the Base Bid, please indicate that below.

Table 9.8: Added Recycling Service Cost

# of Units	Additional Cost/Unit/Month
16,680	

10. SELECTION PROCESS

The City will conduct the selection process. All Proposals will be reviewed and evaluated by a Selection Committee named by the City Manager. Outside agencies may participate in the review process as well. The Selection Committee will contact references provided with the Proposal. The City reserves the right to request clarification or additional information from individual Respondents.

The Selection Committee may select a short list of finalists to present their concepts to the Selection Committee. As part of the evaluation process, the City may interview some, but not necessarily all, of the Respondents. The Selection Committee may present proposals and make recommendations to the City Council (including without identifying the Respondent). Presentations from Respondents directly to the City Council are not anticipated.

With input from the City Council, the Selection Committee will select the Proposal determined to be the best value by the City in its sole discretion and commence negotiation with the selected Respondent. Selection of any Contractor and execution of a contract is dependent on approval in accordance with applicable City laws and policies, including approval by the City Council, and the City's receipt of any required Certificates of Insurance and applicable endorsements.

If an agreement cannot be reached with the selected Respondent, the City may initiate negotiations with another Respondent, cancel the RFP, or take any other action available.

11. SELECTION CRITERIA

The Selection Committee will select the Proposal and Respondent deemed to be the best value for the City, in the City's sole discretion. In addition to the criteria stated here, the City's determination may consider, without limitation, the Bidder's financial resources, ability to comply with all legal and regulatory requirements, ability to perform the work and complete the project on time, history of performance, reputation, ability to obtain necessary equipment, data, and facilities, and any other factor deemed important by the City, including location within the City.

Each Proposal will be evaluated based on the following five (5) criteria:

1. Program Work Plan including strength of operational qualifications of the Respondent to meet the requirements of the City's Program .
2. Customer Service Plan .
3. Past and current performance and capabilities of the Respondent on other similar contracts in terms of quality of services provided. References provided by the Respondent will serve as the basis for this criterion.
4. Qualifications of the Respondent's key personnel and management approach .
5. Cost.

12. FORM OF PROPOSAL

Proposals must be typewritten or computer generated. Proposals (not counting an example of previous work) should not be greater than 30 pages, 8 ½ x 11, with a minimum font size of 11 point. Marketing materials are discouraged and will count toward the 10-page maximum. Only information relevant to the Project be included. Proposals that do not meet these requirements may be considered non-compliant and rejected. See Section 14 of this RFP for information regarding confidentiality.

Proposals shall include the following items in the order listed below:

12.1 Cover Letter

A cover letter indicating the Respondent's interest in the Program, including a statement of qualifications indicating the Respondent's capacity and ability to perform the services as proposed, along with evidence that the Respondent is a business entity that is currently in good standing in the State of Colorado.

12.2 Proposal Form

A completed Proposal Form as included in this RFP on pages 16 through 18. The Respondent must answer all questions and provide the requested information for all items. All questions should be answered fully and in the order listed. Proposal forms will be provided in an electronic Word document format upon request.

12.3 Detailed Program Approach

A detailed description of the Respondent's Work Plan. The Work Plan should explain in detail how the Respondent intends to develop, deliver, and manage the Program.

A detailed description of the Respondent's Customer Service Plan. The Customer Service Plan should explain in detail how the Respondent intends to provide customer service including the resolution of issues and complaints, public relations and public outreach and educational information.

12.4 Staffing

An organizational staffing chart listing the specific staff employees who will be assigned to manage the Program. Qualifications or experience summaries of key individuals may be included, with emphasis on previous experience with similar contracts.

12.5 Bid Option #1 – Fully Automated Collection Service

A detailed description of the Respondent's methods of delivering this Bid Option including the required equipment, materials and labor. The description should include how this option would be implemented including a proposed timeline and the public education components to ensure a smooth transition from the City's current Program.

12.6 References

At least three (3) references from municipalities, with programs of similar size and scope, where the Respondent has provided residential garbage and recycling services within the last three (3) years. The reference information should include the name of the owner's primary representative, their contact information, including phone and e-mail address, and a brief description of the program including services provided by the Respondent. Respondents will provide releases as required by the City to obtain reference information from any government, whether or not listed as a reference.

12.7 Proposed Changes to the Contract

Specify any exceptions or proposed changes to the draft contract shown in Attachment A. If none, please so state. No proposed changes shall be deemed accepted by the City unless explicitly incorporated into the executed contract. The failure to object to any terms in the draft contract shall be considered acceptance of such terms.

All Respondents are required to develop the Program to their own satisfaction by examination of this RFP, resource material referenced herein, investigation of on-site conditions, and any other appropriate measures.

13. METHOD OF SUBMITTAL

A. NUMBER AND MANNER. Submit six (6) bound copies, one (1) unbound copy, and one (1) CD-ROM or USB drive containing the complete Proposal. Copies shall be submitted to the following person & address by U.S. Mail or hand delivery; Proposals shall not be submitted via facsimile or e-mail.

Uriel Akiva
Parks and Public Works Program Coordinator
City of Commerce City
8602 Rosemary Street
Commerce City, CO 80022
RE: Residential Garbage and Recycling Collection and Disposal Program

B. TIME. **Proposals must be received prior to 12:00 p.m. MT, September 3, 2019. Late proposals will not be accepted.** It is the sole responsibility of each Respondent to ensure its Proposal is received by the City by the date and time stated. Proposals shall not be submitted via facsimile or e-mail. Proposals that do not meet the mandatory requirements herein may be considered non-compliant and will be rejected.

C. QUESTIONS. **Questions regarding this RFP must be received in writing via e-mail only no later than 3:00 PM MT on August 19, 2019, by:**

Uriel Akiva
uakiva@c3gov.com

Responses to all questions are anticipated to be provided by August 22, 2019, and posted on the City's website and on the Rocky Mountain E-Purchasing System (RMEPS) as an addendum to the RFP.

14. ADDITIONAL PROVISIONS

A. **NO COMMITMENT BY THE CITY.** This RFP does not commit the City to award any contract, to pay any costs associated with this RFP, including the preparation or submission of a proposal, interviews, supplemental proposals or the negotiation of a contract, or to procure or contract for any services. The decisions of the selection committee and the City with respect to this RFP are final and without recourse to any respondent. In acceptance of Proposals, the City reserves the right to negotiate further with one or more respondents in the best interest of the City.

B. **CHANGES TO RFP.** Revisions to this RFP will be made through addenda published and made available to all Respondents on the City's website and on the Rocky Mountain E-Purchasing System (RMEPS). Any other communication, spoken and written, formal and informal, received by any representative of any respondent from sources other than official addendum shall not be effective to vary any term of the RFP.

C. **NO COLLUSION.** No officer or employee of the City, and no other public official or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. This "no collusion" requirement shall be part of any City contract for the Services.

D. **RESERVATION OF RIGHTS.** The City reserves the right to reject any or all Proposals, in its sole discretion. The City reserves the right to modify this RFP or the selection process, to cancel this RFP, and to waive any informalities or irregularities in any Proposal or in the selection process, without liability, at any time.

E. **REQUIRED DOCUMENTS.** The selection of any respondent, and the award of any contract, is dependent on the completion of the Services Agreement and the receipt of the required Certificate of Insurance and applicable endorsements.

F. **PROPERTY OF CITY.** All Proposals shall become the property of the City, will not be returned, and will become a public record.

G. **CONDUCT.** Respondents are cautioned not to undertake any activities or actions to promote or advertise their submittals, other than discussions with City staff as described in this RFP. After the release of this RFP, respondents are not permitted to make any direct or indirect contact with members the City Council, City staff, or media on the subject of this RFP, except in the course of City-sponsored presentations. Violation of these rules is grounds for disqualification of the respondent.

H. **CONTRACT TERMS.** By submitting a proposal, each respondent confirms that it has reviewed and accepts the terms and conditions of Attachment A subject to explicit proposed revisions identified in the Respondent's proposal. No proposed changes shall be deemed accepted by the City unless explicitly incorporated into the executed contract.

I. **DEBARMENT.** A respondent may be disqualified, and must disclose to the City, if the respondent or any of its principals are debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in any contract by any Federal department or agency.

J. CONFIDENTIALITY. All Proposals shall become the property of the City, will not be returned, and will become a public record. Respondents may request parts of their Proposals to remain confidential by indicating such in the Proposals and on the appropriate proprietary or financial pages, which must be clearly marked. **The City will take reasonable steps to keep confidential only documents actually prevented from disclosure under the Colorado Open Records Act ("CORA" or "Act"), C.R.S. § 24-72-201, et seq., including notifying the Respondent of a CORA request and allowing the Respondent to take steps to prevent disclosure. Under no circumstances may an entire Proposal be marked or identified as proprietary or confidential. By submitting a Proposal, each Respondent agrees to hold the City harmless from any claims arising from the release of confidential or proprietary information not clearly designated as such by the Respondent or where the City has notified the Respondent of a request, and from any claims arising from the release of documents not protected from disclosure under the Act.**