

**REQUEST FOR PROPOSAL
MUNICIPAL REFUSE AND RECYCLEABLES COLLECTION AND DISPOSAL
TOWN OF EATON, COLORADO**

1. Introduction

The Town of Eaton (“Town”) is soliciting proposals from qualified contractors for the provision of single-family residential trash and recyclable materials (i.e. refuse) collection and disposal services. The Town wishes to receive proposals for residential trash removal and recyclable collection (“Proposal #1”) and a proposal for residential trash removal, yard waste removal and recyclable collection (“Proposal #2”). The Town will use the submissions to evaluate continuing with the Town’s current contractor or choosing a new contractor. A start date for collection services is to be set by mutual agreement between the Town and the contractor and is anticipated to be on or around October 1, 2019. Questions may be referred to Jeff Schreier, Town Administrator at (970) 454-3338. Proposals can be brought to the Town of Eaton, Town Hall, 223 1st Street, Eaton, Colorado 80615, or can be mailed to the same address Attn: Jeff Schreier, Town Administrator in a sealed envelope marked, “Town of Eaton Refuse Collection Proposal” and shall be received by 4:00 pm on August 9, 2019.

2. General Information

2.1 Demographics

The Town has an estimated population of 6000 people residing in an approximately 3 square mile area. The Town contains roughly 2000 household units/accounts.

Commercial and Industrial areas of the Town are excluded from this request for proposals.

2.2 Town Goals and Objectives

Proposal #1 should include the collection of trash and recycling pick-up at the curb or alleyway for all customers and to bill this service as part of the Town’s monthly utility bill. The Town believes in maintaining a high level of commitment to quality customer service. In procuring the services described in this RFP, the Town seeks to provide best in class services that are convenient for the residents.

Proposal #2 The Town would like to provide trash pick-up and curbside recycling for customers within the Town, and to bill this service as part of the Town’s monthly utility bill. The Town would also like to provide some method of collecting yard waste for residents in a separate waste stream from trash, if possible. The Town believes in maintaining a high level of commitment to quality customer service. In procuring the services described in this RFP, the Town seeks to provide best in class services that are convenient for the residents. In addition, the Town seeks to provide services that help citizens decrease the amount of solid waste sent to landfills and increase waste reduction and recycling practices.

2.3 Reservation of Rights

This request for proposals is a solicitation and not an offer to contract. The Town reserves the right to reject any and all proposals. The Town further reserves the right to issue clarifications and other directives

concerning this request for proposals; to require clarification or further information with respect to any proposal; and to determine the final terms of any contract. Interviews may be required by the Town with selected contractors to clarify contractor proposals and to allow for contract negotiations. Acceptance of any proposal will be based upon factors including, but not limited to: costs for service; completeness of proposal; thoroughness of information provided; customer service standards; value added service; and prior successful contractor performance with waste collection systems similar to a scale described herein.

3. Basis of Proposal

Proposals submitted will be for the contractor to provide exclusive collection services for trash and recyclables within the Town limits. Proposals must include, by paragraph numbers, basic information addressing the following:

3.1 Base Flat Rate Pricing

Proposal #1 - The contractor shall provide a proposal indicating charges for weekly trash removal for up to one (1) 95-gallon trash can and up to one (1) 95-gallon recycling can on a biweekly basis.

Proposal #2 - The contractor shall provide a proposal indicating charges for weekly trash removal for up to one (1) 95-gallon trash can; up to one (1) 95-gallon yard waste can; and up to one (1) 95-gallon recycling can on a biweekly basis.

Each proposal should address the option for residents to choose a plan that allows for them to sign up for smaller carts like 35 gallons or 65 gallons. Additionally, the proposal should address the charges for an additional rented cart for trash/recycle/yard waste if a resident needs extra services. These extra containers or services would be billed directly to the customer. Lastly, the proposal should list the cost for a single bulk item pickup, billed directly to the customer.

3.2 Recyclable Material

Recyclable material shall be delivered to an appropriate Recycling Center or other facility that may be designated by the Town Administrator. Recyclables shall be collected in material streams acceptable to the chosen Recycling Center, either separated by material or commingled according to what is mutually acceptable to the Town, the contractor and the chosen Recycling Center. The contractor should provide a proposal of how recyclables will be accepted. The recyclable materials will remain the property of the contractor or the Recycling Center. The Board can request to tour this facility to ensure residents materials are being recycled.

3.3 Collection Bins

TRASH bins – Contractor shall provide information to the Town about what types and sizes of bins will be required and/or provided to the customers, and how requests for changes in bin sizes will be accommodated.

RECYCLING bins – The Contractor will provide information to the Town about what types and sizes of bins will be required and/or provided to the customers, and how requests for changes in bin sizes will be accommodated.

YARD WASTE bins - The Contractor will provide information to the Town about what types and sizes of bins will be required and/or provided to the customers, and how requests for changes in bin sizes will be accommodated.

3.4 Alley Collection

The Town has many alleys, and the contractor should acquaint itself with the special needs and accommodations that will be required for alley collection. The proposal shall include a statement of willingness by the contractor to continue alley service, and a description of special accommodations that will be made to accomplish this.

3.5 Residential Solid Waste

Residential solid waste shall be disposed of at an appropriate landfill in the Weld County Area. The Contractor will provide to the Town the tonnage disposed of and the Town will be responsible for the fees imposed by the landfill for the disposal of the solid waste.

3.5.1 Service to Town Property

The Town would request that Town properties be serviced at no cost to the Town. This would include public buildings and parks.

3.6 Special Events

The Town holds an annual “cleanup” day in the spring and also supports a Town festival known as “Eaton Days.” Therefore, the Town would request additional dumpsters to support those activities. We would request the dumpsters to be available at no charge to the Town, however, the Town will be responsible for the tipping fee at the landfill.

The Town holds a Fall cleanup that involves the collection of leaves and yard debris. We would request to have a special pickup or an amnesty allowing unlimited bags of leaves and yard waste for a set time frame. This would be billed to the Town.

3.7 Hours and Days of Operation

All collections shall, except as expressly permitted by the Town, be limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday. Saturday and Sunday collections are not permitted unless expressly authorized by the Town Administrator. The proposal should include a proposed schedule that meets this framework and that accommodates changes due to inclement weather and holidays.

3.8 Holiday Schedules

Holidays shall be New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a weekday, the normal collection day may be moved back a day to allow for catch-up.

3.9 Trucks and Equipment

The contractor shall provide information about the size and types of trucks and automation that it proposes to use, as well as other equipment necessary for the job such as communication devices, GPS systems and others. The Town reserves the right to visit facilities of all interested contractors and observe the equipment used and the operational methods. These site visits will be coordinated with the appropriate representative(s) from each of the interested contractors. Any contract entered into by the Town may contain provisions regarding equipment weight, leak proofing, and similar performance standards.

3.10 Use of Subcontractors

Contractor shall indicate in the proposal whether or not it intends to use subcontractors for any part of the service being provided, together with a list of all said subcontractors.

3.11 Promotion and Education

The contractor will work with the Town to provide service-oriented information to customers and for developing and executing public education to encourage waste reduction and diversion. Specifically, within 30 days of the commencement of service, the contractor shall provide an 8 ½" X 11" flyer to be distributed to Town residents. The flyer will inform Town residents of the specifics of the trash and recyclables collection program, including a collection schedule, a listing of what materials can go into the recyclable materials bin, instructions on the proper handling of the collection bins, instructions on what customers are to do with trash that does not fit into the collections bins, etc. The contractor shall provide another such flyer once in each twelve months thereafter. The contents of the inserts will be approved by the Town. The flyer will be mailed, at the contractor's expense, to the billing address on record with the Town of Eaton.

3.12 Public Informational Meetings

Upon selection, but prior to implementation of the trash collections service, the selected contractor may be required to participate with Town staff and the Town Board in at least one public meeting which will describe the service to Town residents/customers.

3.13 Customer Service

The contractor shall be responsible for providing all customer service functions including informing customers of current services, handling customer requests, and resolving customer complaints. The proposal shall include information addressing the contractor's proposals for methods and time frame for communicating with the customers and responding to their questions and complaints. The contractor shall also include, with the proposal, a copy of their customer service standards.

3.14 Proposed Term of Contract

The contractor shall provide a proposal for a two (2) year term of the contract. Alternatives for longer terms may be presented for consideration.

4. Qualifications of Proposer

The Town requires the submission of the following supporting data regarding the qualifications of the contractor in order to determine whether it is qualified and responsible.

1. Satisfactory evidence that the contractor possesses not less than five years of experience providing trash and/or recycling collection services.
2. Evidence that the contractor is in good standing in the State of Colorado.
3. A copy of the latest financial statements of the contractor (or, in if the contractor is a subsidiary or division, then a financial statement of the parent corporation).
4. The names and resumes of the principal's officers, partners, and/or officials. The name(s) and resume(s) of the individual(s) who will be responsible for the Town contract.
5. Such additional information as will satisfy the Town that the contractor is adequately prepared to fulfill all of the terms of the contract.

5. General Terms

The contract with the Town shall include, but not be limited to general terms that are substantially as follows.

5.1 Maintenance of Records and Reporting

The contractor shall maintain in its local office full and complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the

Town. Reports shall be submitted by the tenth day of each month to the Town documenting the following information:

1. The customers to whom service was provided;
2. A log of complaints and resolutions for trash and recycling collection services;
3. A log of missed collections and responses;
4. A description of any vehicle accidents or infractions; and
5. A listing of all accounts having a change of service during the month (i.e. 32 gallon service to 65 gallon service, etc.); and
6. Weights in tons of garbage and recyclable materials collected by commodity and where these items were transported to.

5.2 Compensation Payment Schedule

The contractor shall bill the Town monthly on a per account basis for services provided. Within 60 days of the start of the contract, the contractor shall coordinate with the Town's Finance Director to establish mutually acceptable billing forms. The Town will retain all auditing rights of contractor's accounting records as they pertain to the Town's contract.

5.3 Failure to Perform, Remedies, Termination

The Town expects best in class service disposal and collection service provisions. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions. Section 5.4 details default provisions and procedures.

5.4 Penalties

Penalties may be levied if documented in an incident report presented by the Town to the contractor. Penalties will be deducted from the monthly payment made by the Town to the contractor. Disagreements will be subject to the review and resolution procedures provided in the contract.

Action or Omission	Penalties
Commencement of residential collection prior to 7:00 a.m. or continuance after 7:00 p.m. except as expressly permitted by the Town Administrator	\$100.00 per incident (each truck on each route is a separate incident)
Failure to collect spilled materials	Twice the cost of cleanup to the Town plus \$1,000 each incident
Leakage from contractor vehicles or vehicle contents	\$500 each vehicle, each inspection
Collection from residential premises on other than the day specified excluding inclement weather or holiday schedule	\$50 per structure
Failure to collect any and all garbage, recyclable materials, and yard debris within one business day after notification	\$100 each incident

Collection as garbage of source-separated recycling	\$1,000 per incident
Misrepresentation by contractor in records or reporting	\$1,500 per incident
Failure to make required reports on time	\$500 per incident

The above table is not an exclusive list of the acts or omissions for which a penalty may be assessed. Also, the contract shall include provisions detailing those acts and omissions of the contractor which shall be considered violations or breaches of the contract. The contract will reserve to the Town the right to exercise any and all remedies it may have with respect to these and other violations and breaches. Any schedule of penalties shall not affect the Town's ability to terminate the contract for breach.

5.5 Contract Default

Contractor shall provide a bond in the amount of \$75,000 or equal to the cost of three month's service to the Town, whichever is greater, to cover the Town's costs in the event of contractor's default. The contract for the services will include a number of provisions protecting Town interests in case of contractor default. These provisions may include requirements for surety interest in the contractor's equipment. The contract will also include provisions for successive levels of dispute resolution prior to litigation.

5.6 Force Majeure

The contract will provide that neither party shall be liable to the other for any delay in, or failure of, performance where performance is prevented or delayed by acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise.

5.7 Indemnification and Insurance

The contractor shall be required to indemnify, defend and hold harmless the Town, its officers, employees and agents, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the contractor's performance of the contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the contractor or any subcontractor of the contractor, or any officer, employee, or agent of the contractor or subcontractor, or any other person for whom they contractor is responsible. The contract shall include provisions for the contractor to defend against such claims.

The contractor and any subcontractor of the contractor shall be required to carry at their own expense worker's compensation insurance, comprehensive general liability used in performance of the contract. The worker's liability insurance shall have limits of not less than \$2,000,000 each occurrence and \$4,000,000 aggregate. The vehicle liability insurance shall have limits of not less than \$150,000 each occurrence and \$1,000,000 aggregate. The Town, its officers and employees, shall be named additional insured as respect to required coverage for particular operations, subrogation, production of certificates, cancellation, and insurer ratings.

5.8 Compliance with Laws and Miscellaneous

The contractor shall be responsible at its expense for obtaining and complying with all necessary permits, ordinances, and laws. The contract shall also include provisions concerning independent contractor status, equal employment opportunity, non-assignment, disclosure of information and records, prohibition of employment of illegal aliens, venue in Weld County, compliance with applicable laws and such other terms and conditions as the Town may require.

6. Self-Reliance

The Town makes no guarantee with respect to any of the estimates contained in the RFP and provides this data for informational purposes only. Contractors are expected to conduct their own investigations and research of relevant information used to develop their proposals, including but not limited to the estimated number and type of housing units, anticipated participation, diversion, container weights and all conditions related to the services provided. The contractor shall make no claims against the Town as a result of estimates or projections used herein, statements, or interpretation of data by Town staff or its agents.