



Financial Services  
 Purchasing Division  
 215 N. Mason St. 2<sup>nd</sup> Floor  
 PO Box 580  
 Fort Collins, CO 80522  
 970.221.6775  
 970.221.6707  
[fcgov.com/purchasing](http://fcgov.com/purchasing)

**REQUEST FOR PROPOSAL  
 9648 RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

**RFP DUE: 5:00 PM MT (RMEPS Clock), October 24, 2022**

The City of Fort Collins is requesting proposals from qualified Contractors to provide collection of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items and related services for single family homes and multi-family buildings of 7 or fewer units. Award of a contract for the Residential Solid Waste Collection initiative is subject to the City of Fort Collins Council approval by ordinance.

**As part of the City's commitment to sustainability, proposals must be submitted online through the Rocky Mountain E-Purchasing System (RMEPS) at <http://www.bidnetdirect.com/colorado/city-of-fort-collins>. Note: please ensure adequate time to submit proposals through RMEPS. Proposals not submitted by the designated Opening Date and Time will not be accepted by RMEPS.**

**A pre-proposal meeting will be held at 1:00 PM MT on September 26, 2022.** The pre-proposal meeting will be hosted on-line via Zoom. Select or copy/paste the below link into your browser for access to the meeting. Please add your name, email address, and organization name in the Zoom chat.

**Click here for the meeting:** <https://us02web.zoom.us/j/7056751403>  
**Meeting ID:** 705 675 1403

**All questions should be submitted, in writing via email, to Gerry Paul, Purchasing Director at [gspaul@fcgov.com](mailto:gspaul@fcgov.com), no later than 5:00 PM MT on October 3, 2022.** Please format your e-mail to include RFP 9648 Residential Solid Waste Collection Services in the subject line. Questions received after this deadline may not be answered. Responses to all questions submitted before the deadline will be addressed in an addendum and posted on the Rocky Mountain E-Purchasing System webpage.

**Rocky Mountain E-Purchasing System hosted by BidNet**

A copy of the RFP may be obtained at [www.bidnetdirect.com/colorado/city-of-fort-collins](http://www.bidnetdirect.com/colorado/city-of-fort-collins).

This RFP has been posted utilizing the following Commodity Code(s):

91027	Garbage/Solid Waste Removal, Disposal and/or Treatment
92677	Recycling Services

**Prohibition of Unlawful Discrimination:** The City of Fort Collins, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## EXHIBIT A

The City strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its Contractors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party Contractors and their subcontractors at every tier.

**Public Viewing Copy:** The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Contractors may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, Contractors may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Contractors must submit a supplemental document explaining the justification for each redaction. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under CORA without regard to how the applicant's proposal or certain pages of the proposal are marked confidential, proprietary, or similar. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. By responding to this RFP, Contractors hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA. **All provisions of any contract resulting from this request for proposal will be public information.**

**Contractors Registration:** The City requires new Contractors receiving awards from the City to submit IRS form W-9 or W-8BEN/W8-BEN-E (international firms) and requires all Contractors to accept Direct Deposit (Electronic) payment. If needed, the W-9 form and the Vendor Direct Deposit Authorization Form can be found on the City's Purchasing website at [www.fcgov.com/purchasing](http://www.fcgov.com/purchasing) under Vendor Reference Documents. **Please do not submit these documents with your proposal**, however, if you take exception to participating in Direct Deposit (Electronic) payments please clearly note such in your proposal as an exception. The City may waive the requirement to participate in Direct Deposit (Electronic) payments at its sole discretion.

**Sales Prohibited/Conflict of Interest:** No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

**Collusive or Sham Proposals:** Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The City of Fort Collins reserves the right to reject any and all proposals and to waive any irregularities or informalities.

**Utilization of Award by Other Agencies:** The City of Fort Collins reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Fort Collins in the current term or in any future terms.

The selected Contractors shall be required to sign the City's Agreement prior to commencing services (see sample attached to this document).

Sincerely,



Gerry Paul  
Purchasing Director

## 1.0 INTRODUCTION

The City of Fort Collins is requesting proposals from qualified Contractors to provide collection of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items and related services for single family homes and multi-family buildings of 7 or fewer units. Award of a contract for Residential Solid Waste Collection Services is subject to the Fort Collins City Council approval by ordinance.

Fort Collins has a long-standing commitment to waste reduction and has utilized a licensed open market collection system for decades.

Fort Collins' license requires haulers to report the materials collected from all sectors of the community, which is used to calculate various diversion rates. In 2020, the Community Diversion Rate (including residential, commercial, and industrial materials) was 52% and the Residential Diversion Rate was 29%. Details of Fort Collins diversion rates can be found in the annual reports at [www.fcgov.com/recycling/publications-resources.php](http://www.fcgov.com/recycling/publications-resources.php).

Fort Collins has adopted aggressive waste reduction goals, including working toward zero waste by 2030, and has identified a stagnant residential diversion rate as one of the challenges of making progress on that goal. Our Climate Future is the combined waste, climate and energy plan for Fort Collins and can be viewed at [www.fcgov.com/climateaction/our-climate-future](http://www.fcgov.com/climateaction/our-climate-future).

Fort Collins wishes to build upon the existing program by adding contracted collection for Residential Units. Fort Collins City Council has expressed support for a contracted system to help achieve the following goals:

- Reduce the number of trucks on residential streets and achieve street maintenance savings as well as increase safety in residential neighborhoods
- Reduce greenhouse gas emissions
- Increase diversion of Recyclable Materials and Yard Trimmings and encourage reuse of Bulky Items as much as possible
- Provide equitable pricing throughout the community
- Provide cost-effective pricing for Collection Services
- Provide a high level of customer service

## 2.0 GENERAL INFORMATION

Subject to Fort Collins City Council approval by ordinance and final negotiations with the awarded Contractor, definitions and general provisions of the contract will include the following:

**Alley Service:** Where alleys are the primary service option, Contractor shall provide Collection Services in alleys. Alleys are estimated to constitute 12-15% of the service area in Fort Collins. Further information on alleys is included in Section 3.0 below.

**Bulky Items:** Solid Waste that does not fit in a closed Solid Waste cart, excluding Hazardous Waste, Electronics, Yard Trimmings, Recyclable Cardboard, items that weigh over 60 pounds, and items larger than 6' x 6'.

**Carts Terminology:**

- "Small Cart" shall mean a cart with a capacity from 30-39 gallons
- "Medium Cart" shall mean a cart with a capacity from 60-69 gallons
- "Large Cart" shall mean a cart with a capacity from 90-99 gallons

## EXHIBIT A

**City Limits:** The boundary of the City of Fort Collins as identified via the City of Fort Collins GIS system (see details in section 3.0). City Limits does not include the Growth Management Area.

**Collection Services:** The collection, transportation, and delivery to an appropriate facility of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items, and associated services for Residential Units conducted in a manner consistent with all applicable laws and regulations and the provisions of the executed Agreement.

**Contract Term:** The contract shall commence on the Effective Date and shall continue for five (5) years from the Service Commencement Date, unless terminated as provided under the contract.

**Contractor:** The firm selected by the City to provide Collection Services.

**Core Service:** Collection Services of Solid Waste, Recyclable Materials, and Yard Trimmings. At the City's option, Customers may elect to opt out of Yard Trimmings collection. Core Services may also include Bulky Items in the event the City elects to include Bulky Items in the contract.

**Customer:** An individual who contracts with the Contractor for Collection Services.

**Door-to-Door Service:** Contractor shall provide door-to-door service (in which Contractor's staff brings carts from the Customer's location to the curb or alley for servicing and returns the carts) for Customers with a disability upon request for no additional charge. Current estimated usage of this service is less than 1% of residential Customers.

**Dumpster:** Means a metal or plastic container, one (1) cubic yard to ten (10) cubic yards in volume, that is manufactured and used for the collection of Solid Waste or Recyclable Materials.

**Effective Date:** Means the effective date of the Agreement, which shall be the date stated in Section 4, Contract Period.

**Electronics:** Means any electronic device or electronic component as those terms are defined in the Colorado Hazardous Waste Regulations, 6 Code of Colorado Regulations 1007-3, Section 260.10.

**Hazardous Waste:** Any chemical, compound, substance or mixture that state or federal law designates as hazardous because it is ignitable, corrosive, reactive or toxic, including but not limited to solvents, degreasers, paint thinners, cleaning fluids, pesticides, adhesives, strong acids and alkalis and waste paints and inks.

**Recyclable Cardboard:** Means corrugated cardboard, and shall include, but not be limited to, materials used in packaging or storage containers that consist of three (3) or more layers of Kraft paper material, at least one (1) of which is rippled or corrugated. Cardboard shall be considered recyclable cardboard regardless of whether it has glue, staples or tape affixed, but not if it is permanently attached to other packing material or a non-paper liner, waxed cardboard or cardboard contaminated with oil, paint, blood or other organic material.

**Recyclable Materials:** Means the materials listed in Table 3 and any other materials identified by Contractor and approved by the City as recyclable materials, which have been separated from Solid Waste and can be recovered as useful materials and are properly prepared for the purpose of recycling.

## EXHIBIT A

**Residential Units:** Means and includes all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City, subject to certain exceptions and/or City-granted variances as stated herein, and any Service Opt-in Customers.

### **Exceptions:**

- Residential Units served by Dumpsters;
- Home Owner Associations (HOAs) with existing Solid Waste and recycling collection contracts as of the Effective Date and that meet the requirements in Chapter 12, Article II and Chapter 15, Article XV of the City code.

### **Variances:**

- **Shared Service** – A variance from paying the Service Opt-Out Fee may be granted by the City if a Residential Unit shares Collection Services with another Residential Unit and shows to the reasonable satisfaction of the City that the Residential Units with shared service consistently produce combined total waste in an amount equal to or less than is collected through the Super Saver Service. Variances for this reason are anticipated to apply to less than 0.5% of Customers.
- **Excess Producers** - A variance from paying the Service Opt-Out Fee may be granted by the City if a Residential Unit shows to the reasonable satisfaction of the City that the Residential Unit consistently produces waste in an amount greater than the XL cart service. Variances for this reason are anticipated to apply to less than 0.5% of Customers.

**Service Commencement Date:** The date Collection Services at the Residential Units begins. Such date shall be mutually agreed upon by the parties and will start not less than six (6) and not more than twenty-four (24) months from the Effective Date of the Agreement

**Service Opt-in:** HOAs that meet an exception to the definition of Residential Units and multi-unit residential buildings containing eight (8) or more dwelling units may opt in as a Customer.

**Service Opt-Out Fee:** Any Customer wishing to not receive the contracted service will be charged the Super Saver Service price in lieu of receiving service from the Contractor.

**Service Suspension:** Contractor shall allow Customers to suspend service once per year upon request for a minimum of one (1) and maximum of six (6) months. Customers who request a Service Suspension will be charged the Super Saver price during such period of time. Contractor may not charge the Customer to start or stop the Service Suspension.

**Service Year:** A period of 12 calendar months beginning on the Service Commencement Date.

**Solid Waste:** Means all refuse, putrescible and nonputrescible waste, excluding Electronics, discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial appliances, hazardous wastes, materials used as fertilizers or for other productive purposes and Recyclable Materials or Yard Trimmings which have been source separated for collection.

**Subcontractors:** The Contractor may not subcontract any of the services without the prior written consent of the City. If any of the services are subcontracted with the consent of the City, the Contractor shall be solely responsible for the performance of all duties under the Agreement..

**Super Saver Service:** A Solid Waste service level that is less than the Small Cart service (but not necessarily 100% price differential) and is offered to Customers at a price less than the Small Cart service. Super Saver Service shall also include the same services as are included in the other Solid Waste service levels (Recyclable Materials, Yard Trimmings, and Bulky Items collection). Examples of Super Saver Service options are included in Section 4.1.

**Wildlife-Resistant Carts:** The City does not require wildlife-resistant carts.

**Yard Trimmings:** Means those materials included in Table 4, and any other similar organic materials identified by Contractor and approved by the City as yard trimmings.

### 3.0 DEMOGRAPHIC & CURRENT PROGRAM

#### Community Demographics

- Approximately 40,000-45,500 Residential Units in Fort Collins are eligible for Collection Services under this contracted service.
- Approximately 10,500 additional Residential Units are in HOAs with existing contracts for Solid Waste and Recyclable Materials collection.
  - Some of these HOAs may be found to have contracts that are not compliant with the City's requirements and may join the City's contract
  - These HOAs may be required to add Yard Trimmings collection service, which may be provided by the City's Contractor or the HOA's existing contracted hauler at each HOA's discretion. If the HOA chooses the City's Contractor, the HOA and the Contractor will individually negotiate the price for collection service. The requirement for Yard Trimmings collection is anticipated to begin concurrent with the Service Commencement Date. The HOA Yard Trimmings requirement may be considered by Fort Collins City Council as a code change along with adoption of the Residential Solid Waste Collection Agreement.

#### GIS / Geographic Information

##### **City Limits**

The Contractor shall provide Collection Services for Residential Units within the City Limits. The City Limits can be downloaded from the City's Geographic Information System (GIS) at <https://www.fcgov.com/gis/downloadable-data>.

##### **Alleys**

- City-maintained alleys can be viewed within the "Street Centerlines" GIS data download from [www.fcgov.com/gis/downloadable-data](https://www.fcgov.com/gis/downloadable-data). Filter data by STREETTYPE "Alley."
- Privately-maintained alleys include but are not limited to alleys in the following developments. These developments may or may not already have contracted collection via their Homeowners' Association (HOA):
  - Observatory Village
  - Harvest Park

EXHIBIT A

- Old Town North
- Sienna (neighborhood east and west of Azuro Dr.)

**Homeowner’s Associations (HOAs) with Existing Contracts**

A map of the location and relative size of the HOAs with existing Solid Waste and Recyclable Materials collection contracts as well as the Fort Collins City Limits are included in the Attachment 2.

**Existing Program**

Fort Collins currently has an open market system in which haulers are required to have a license. That license requires:

- Solid Waste
  - Weekly collection
  - Pay-As-You-Throw pricing with 100% price differential between three cart sizes including Small (\$X), Medium (\$2X), and Large (\$3X).
- Recyclable Materials
  - Minimum of every-other-week collection
  - Up to two Large Carts bundled with Solid Waste service for no additional charge
  - Hauler must offer choice of cart size to customer; including Large or Medium carts; some offer Small Carts or open-top 18-gallon tubs.
  - Current participation: 96% of households
- Yard Trimmings
  - Weekly collection from April – November
  - Residents must opt into the collection service and pay an additional fee
  - Current subscription rates: 23% of open market households, 5% of HOAs; a combined total of approximately 17% City-wide

**Table 1 - 2021 Fort Collins Cart Distribution**

	Super Saver Service	18-gal tub	Small Cart	Medium Cart	Large Cart
<b>Open Market Solid Waste</b>	<b>1%</b>	<b>N/A</b>	<b>43%</b>	<b>41%</b>	<b>16%</b>
<b>Open Market Recycling</b>	<b>N/A</b>	<b>9%</b>	<b>0.1 %</b>	<b>53%</b>	<b>38%</b>
<b>Open Market Yard Trimmings</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>22%</b>	<b>1%</b>
<b>Contracted HOA Solid Waste</b>	<b>N/A</b>	<b>N/A</b>	<b>31%</b>	<b>36%</b>	<b>33%</b>
<b>Contracted HOA Recycling</b>	<b>N/A</b>	<b>17%</b>	<b>1%</b>	<b>42%</b>	<b>40%</b>
<b>Contracted HOA Yard Trimmings</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>3%</b>	<b>2%</b>



**4.0 SCOPE OF WORK/COLLECTION SERVICES**

**4.1 Solid Waste Collection**

Core Service Rates proposed in the Price Sheet (Attachment 3) shall include the following Solid Waste Collection Service components.

**Proposal Requirements - Solid Waste**

Proposal shall include the following Solid Waste Collection Service components.

- Five service levels as described in Table 2
- Volume-based rates as described below
  - 100% price difference between cart sizes (except for Super Saver Service)
- Weekly collection
  - Super Saver Service may be less frequent
- Materials shall be collected from wheeled carts with lids as described below
- Any Solid Waste overflows shall be assessed an extra cost as described below
- At the City’s sole option, Contractor shall dispose of all Solid Waste at the Larimer County Landfill or the permitted landfill of the Contractor’s choice

**Table 2  
VOLUME-BASED SOLID WASTE SERVICE DETAILS**

SOLID WASTE SERVICE LEVEL	CART SIZE	COLLECTION FREQUENCY	PRICING PER MONTH for CORE SERVICES
<b>Super Saver Service</b>	Less than Small service	To be described in proposal	Less than \$X
<b>Small Service</b>	30-39 gallon	Weekly	\$X
<b>Medium Service</b>	60-69 gallon	Weekly	\$2X
<b>Large Service</b>	90-99 gallon	Weekly	\$3X
<b>XL Service</b>	Two 90-99-gallon carts	Weekly	\$6X

**Overflow Solid Waste**

When a Customer sets out un-carted Solid Waste (including if a cart lid cannot fully close), the Contractor shall:

- Photograph the Solid Waste
- Affix an appropriately marked service tag to the Customer’s Solid Waste cart
- Collect the overflow Solid Waste on the same day as Solid Waste cart
- Charge the Customer an extra cost as follows:
  - Cost for overflow shall be proportional to the volume of overflow solid waste
  - Fee per 32-gallon bag equivalent shall be proposed in the Price Sheet (Attachment 3)
  - Contractor will retain the additional cost paid by the Customer
- Note that if Contractor selects bag / tag / sticker Super Saver Service, pre-paid bags or tagged or stickered bags shall not be considered overflow Solid Waste

## Blocked Carts

If the Contractor cannot access a cart to service it, the Contractor shall:

- Photograph the cause of the issue
- Affix an appropriately marked service tag to the Customer's Solid Waste cart (and any other carts out for service that day). If attaching a tag is not feasible / practical, Contractor shall contact the Customer via text, email, or phone call to notify them of the problem and when their carts will next be serviced
- Contractor may leave the cart un-serviced until the service day that follows the removal of the situation blocking access to the cart(s)
- The following regularly scheduled service day, the Customer may set out 2x the regular amount of materials that would have been initially collected for no additional charge to account for the missed service. In this circumstance, materials equivalent to the regular service level shall not be considered overflow and Customer shall not be charged extra.
- If the blockage remains on the next service day, Contractor shall notify the City Representative and does not have to service the location until the blockage is addressed

## Other Prohibitions

City code prohibits Customers from disposing of Recyclable Cardboard in Solid Waste or Yard Trimmings carts or Electronics in any cart. When Recyclable Cardboard appears to constitute 25% or more of a Solid Waste or Yard Trimmings cart or when Electronics are observed in any cart, the Contractor shall:

- Photograph the item(s) in the cart
- Affix an appropriately marked service tag to the Customer's Solid Waste cart
- Not service the cart until the Recyclable Cardboard is removed
  - Contractor may leave the cart un-serviced until the service day that follows the removal of prohibited materials
  - The following week, the Customer may set out 2x the regular amount of Solid Waste for no additional charge to account for the missed service the week prior. In this circumstance, bags equivalent to the regular weekly service level of Solid Waste shall not be considered overflow Solid Waste.
- If Customer has not removed the materials by the next service day, Contractor shall notify the City Representative for compliance action

## Super Saver Service

Contractor's proposal shall include the container type and service frequency for the proposed Super Saver Service level. The service must be offered at a cost less than the Small Service but does not have to be a 100% price differential. The Super Saver Service must also include the same services as the other Solid Waste service levels (Recyclable Materials, Yard Trimmings, and Bulky Items collection). Examples of programs that would qualify as Super Saver Service that are active in northern Colorado are stated below. Contractors are welcome to propose different approaches.

Examples in Northern Colorado:

- Pay by the bag / tag / sticker:
  - Base monthly service fee includes Core Services (including curbside collection of Recyclable Materials, Yard Trimmings and Bulky Items collection)
  - Resident purchases pre-paid trash bags / tags / stickers at the Contractor's office and then places the bags out for collection on service day as needed. If this option is proposed, the proposal shall identify the location(s) where bags / tags / stickers may be purchased by the Customer. The location(s) must not be a City facility and must be within City Limits. The Contractor must accept cash and credit card payments for this service.
- 16-gallon carts: An insert is placed inside a 32-gallon cart to reduce the functional size to a 16-gallon cart that can be serviced weekly with automated trucks
- Every other week service: Super Saver Small Solid Waste carts have a different color lid and are only serviced every other week.

#### **4.2 Recyclable Materials Collection**

Core Service Rates proposed in the Price Sheet (Attachment 3) shall include the following Recyclable Materials Collection Service components.

#### **Proposal Requirements - Recyclable Materials**

Proposals shall include the following Recyclable Materials Collection Service components regardless of service options:

- The cost of Recyclable Materials collection shall be bundled in the Core Service price (i.e. the Customer's bill shall not include a separate itemized line-item price for Recyclable Materials collection)
- Standard service shall be a Large Cart
  - Residents can select a Medium Cart for no change in their monthly cost
- Collection shall be on the same day as Solid Waste collection
- Materials shall be collected in wheeled carts with lids
  - Note: The City will not offer open-top 18-gallon tub service because the tubs require manual collection and are a source of pollution when Recyclable Materials blow out of them
- At the City's discretion, Contractor shall deliver Recyclable Materials to the Larimer County Recycling Center or the permitted recycling center of the Contractor's choice
- Contractor proposals may identify any proposed additions to the materials in Table 3.
- Recyclable Materials shall not be landfilled unless the load is rejected from the recycling center due to contamination. If that occurs, Contractor shall notify the City Representative immediately with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to City.

**Table 3  
MINIMUM LIST OF RECYCLABLE MATERIALS TO COLLECT**

Recyclable cardboard	Plastic bottles, tubs, jugs and jars (#1,2 and 5)
Office paper (white and colored)	Aluminum cans, foil & pie plates
Magazines	Steel / tin cans & empty aerosol cans
Paperboard	Glass bottles and jars
Kraft paper	Aseptic containers

See City recycling guidelines poster at [http://www.fcgov.com/recycling/pdf/2018\\_recycle\\_guidelines.pdf](http://www.fcgov.com/recycling/pdf/2018_recycle_guidelines.pdf).

### **Recyclable Materials Service Scenarios**

Proposals shall assume provision of Recyclable Materials Service for 100% of Customers. Proposals must provide pricing for two distinct service scenarios stated below. Contractor costs for each scenario shall be proposed in the Pricing Sheet (Attachment 3).

- Recyclable Materials Service Scenario 1: Every-other-week collection of up to two Large Recyclable Materials Carts
- Recyclable Materials Service Scenario 2: Weekly collection of one Large Recyclable Materials Cart

### **Recyclable Materials Contamination**

The Recyclable Materials contamination threshold shall be 10% by volume. When the Contractor encounters a cart with 10% or more contamination, the Contractor shall:

- Photograph the item(s) in the cart
- Affix an appropriately marked service tag to the Customer's Recyclable Materials cart
- Not service the cart until the contamination is removed
- Contractor may leave the cart un-serviced until the service day that follows the removal of the contamination
- The following regularly schedule service day, the Customer may set out 2x the regular amount of Recyclable Materials for no additional charge to account for the missed service. In this circumstance, Recyclable Materials may be placed in Recyclable Cardboard boxes and shall not be considered overflow Recyclable Materials
- If the Customer has not removed the contamination by the next service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee

### **4.3 Yard Trimmings Collection**

Core Service Rates proposed in the Price Sheet (Attachment 3) shall include the following Yard Trimmings Collection Service components.

#### **Proposal Requirements – Yard Trimmings**

Proposal shall include the following Yard Trimmings service components regardless of other service options:

EXHIBIT A

- The cost of Yard Trimmings collection shall be bundled in the Core Service price (i.e. the Customer's bill shall not include a separate itemized line-item price for Yard Trimmings collection)
- Standard service shall be a Large Cart
  - Residents can select a Medium Cart for no change in their monthly price
- Materials shall be collected in the cart only (no loose materials will be accepted)
- Weekly service shall be provided seasonally from April 1<sup>st</sup> through November 30<sup>th</sup> each year
- Collection shall be on the same day as Solid Waste collection
- Materials shall be collected in wheeled carts with lids
- Contractor shall deliver Yard Trimmings to a permitted / licensed compost processing facility
  - Contractor shall receive approval from the City to take materials to a facility other than a permitted / licensed compost processing facility
  - Contractor proposals shall include the planned destination(s) for Yard Trimmings
  - Contractor proposals may identify any proposed additions to the materials included in Table 4
- Yard Trimmings may not be landfilled unless load is rejected from the Yard Trimmings destination due to contamination. If that occurs, Contractor shall notify City contact immediately with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to City.

**Table 4**  
**MINIMUM LIST OF YARD TRIMMINGS TO COLLECT**

Brush & Limbs sized to fit in the cart
Grass Clippings
Leaves
Garden Trimmings / Weeds / Plant Material

**Yard Trimmings Service Scenarios**

Proposals must provide pricing for two distinct service scenarios stated below. Contractor price for each scenario shall be proposed in the Pricing Sheet (Attachment 3).

- Yard Trimmings Service Scenario 1:  
Bundled seasonal Yard Trimmings collection service for 100% of Customers.
- Yard Trimmings Service Scenario 2:  
Optional seasonal Yard Trimmings collection service with estimated participation rate of 75% of Customers. In Scenario 2, Customers would be automatically enrolled in the service but could contact the Contractor to decline collection service and receive a predetermined reduction in the Core Service price.

## **Yard Trimmings Contamination**

The Yard Trimmings contamination threshold shall be 10% by volume. When the Contractor encounters a cart with 10% or more contamination, the Contractor shall:

- Photograph the item(s) in the cart
- Affix an appropriately marked service tag to the Customer's Yard Trimmings cart
- Not service the cart until the contamination is removed
- Contractor may leave the cart un-serviced until the service day that follows the removal of the contamination
- The following week, the Customer may set out 2x the regular amount of Yard Trimmings for no additional charge to account for the missed service. In this circumstance, Yard Trimmings may be placed in paper yard waste bags and shall not be considered overflow Yard Trimmings.
- If the Customer has not removed the contamination by the next service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee

### **4.4 Periodic Residential Bulky Items Collection**

#### **Proposal Requirements – Bulky Items**

Proposal shall include the following Bulky Items service components regardless of other service options:

- Collection on an on-call basis
- Collection within one calendar week of request
- Collection need not be on the same day as regular Solid Waste services
- Contractor proposal shall include proposed collection equipment
- The City prefers but does not require proposal elements that encourage reuse of Bulky Items rather than landfilling them
- The Contractor shall track the number of and types of items collected (in categories mutually agreed upon by the Contractor and the City)
- Bulky Items shall be proposed in the Pricing Sheet (Attachment 3) in two categories:
  - 1) No Additional Fee Bulky Items
 

Shall include common household items, including but not limited to non-freon containing appliances and furniture, excluding the following:

    - Hazardous waste
    - Electronics
    - Yard waste
    - Recyclable Cardboard
    - Items that weigh over 60 pounds
    - Items larger than 6' x 6'

## 2) Additional Fee Bulky Items

Shall include items for which Customers will be charged an extra fee

- Contractor shall include in the Pricing Sheet (Attachment 3) any Additional Fee Bulky Items and the amount proposed for each of them.

### **Bulky Items Collection Scenarios**

Proposals must provide pricing for two distinct service scenarios stated below. Contractor costs for each scenario shall be proposed in the Pricing Sheet (Attachment 3).

- Bulky Items Collection Scenario 1: Collection of up to two No Additional Fee Bulky Items / year for each Customer
  - The price of this Bulky Items Collection Scenario 1 shall be bundled in the Core Service price (i.e. the Customer's bill shall not include a separate itemized line-item price for Bulky Items collection)
  - Contractor can charge the Customer the additional price included in the contract for each Additional Fee Bulky Item.
  - Customer will pay Contractor directly for each Bulky Item collection requested beyond the two included items. Pricing for these additional Bulky Items shall be the pricing proposed in Bulky Items Service Scenario 2.
- Bulky Items Collection Scenario 2: Collection of unlimited Bulky Items for a separate price
  - Customer will pay Contractor directly for each item. The price will be separate from the Core Service price.

### **4.5 Dumpster Service for Multi-Unit Residential and Commercial Customers**

In the Price Sheet (Attachment 3), proposals shall include pricing for Solid Waste and Recyclable Materials Dumpster service for multi-unit residential buildings or commercial buildings that opt in to receive such Dumpster service by Contractor. Service frequency and Dumpster sizes requested are included in the Price Sheet (Attachment 3).

### **4.6 Other Services or Additional Material Collections or Other Ways to Improve Program**

Nothing in this Request for Proposals is intended to limit the Contractor from offering other services or collecting additional materials or other ideas for ways to improve the program subject to the following:

- Such supplemental service(s) enhances services under the City's Agreement and supports the City's sustainability goals
- Collection is compliant with the terms of the City's Agreement and all local, state and federal laws and regulations
- Materials are managed at appropriately licensed / permitted facility
- The City does not wish to pursue seasonal Yard Trimmings collection events or Bulky Items collection days as part of the scope of the RFP

## **5.0 OPERATIONAL SPECIFICATION**

The Contractor shall provide all resources, equipment, and personnel necessary to perform all services described herein.

## 5.1 Carts

The Contractor shall purchase, assemble, and deliver all Solid Waste, Recyclable Materials, and Yard Trimmings carts as part of the City's contract. Cart ownership will transfer to the City at the end of the Agreement Term. The cost of the carts shall be itemized in the Price Sheet for purposes of this proposal. The Customer's bill shall not include a separate itemized line-item price for carts. The quoted price shall not include any grant funding. The final pricing for carts shall be reduced an amount equal to any grant funding provided by the City.

Carts shall be new, wheeled units that meet the following criteria:

- The cart body and lid shall be distinct for Solid Waste, Recyclable Materials and Yard Trimmings carts. Cart colors shall be:
  - Grey for Solid Waste (if grey carts significantly alter the cart price, Contractor can propose an alternative color other than blue or green)
  - Blue for Recyclable Materials
  - Green for Yard Trimmings
- Cart sizes available must be consistent with service levels in Section 4.
- Carts must be compatible with industry standard collection equipment
- Carts shall be manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid and wheels
- Radio Frequency Identification (RFID) tags must be embedded in carts at the time of manufacturing
  - Contractor is not required to purchase RFID reading equipment or to use an RFID tracking or data management system
- Carts shall be hot-stamped with City logo, contact phone number, and have full-color guidelines for acceptable/unacceptable materials printed on the lids of the Recyclable Materials and Yard Trimmings carts
  - City will provide information and artwork for hot stamp and guidelines printing
  - Contractor information shall not be included on carts
- Contractor proposal shall include the proposed cart manufacturer, model number, and brief summary of the basis for the selected cart manufacturer and model.
  - The City retains the right to approve cart manufacturer
- Contractor proposal shall include details about the cart warranty, including length of warranty and transferability to the City at the end of the Agreement Term.

### **Grant Funding**

The City has secured \$15 per Recyclable Materials cart in grant funding from The Recycling Partnership to offset part of the Recyclable Materials cart cost. The City continues to seek grant funding to offset other cart costs. The quoted price shall not include any grant funding. The final pricing for carts shall be reduced by an amount equal to any grant funding provided by the City.



## **Cart Exchanges and Replacement**

### Initial Service Start-Up:

- Existing service providers who are not awarded the contract will coordinate with the City to remove their carts from households shifting to the City contract in a timely manner and with no charge to the household, per City code
- Contractor proposal shall include a strategy for removing existing Customer carts and replacing with new carts as well as providing carts to new Customers during the transition period with no service disruption
- Initial cart delivery and collection of the Contractor's existing carts shall be at no charge to the Customer

### Ongoing:

- The following cart services shall be provided to the Customer for no additional charge
  - Initial delivery of carts when a new Customer starts service
  - Collection of carts when a Customer ends service
  - Repairing or replacing broken or missing carts
  - Exchanging carts for a different service size
  - Cart delivery or exchange for any other reason
  - Contractor shall provide up to two delivery / exchange / repair instances per service address per year for no additional charge (each instance could involve one or more carts)
  - Contractor can charge Customer a delivery / exchange fee for delivery / exchange / repair needs beyond two instances per year
- Contractor shall deliver carts requested due to service level change requests, new service or replacements within 2 business days of request
- Contractor proposal shall provide an overview of the strategy for maintaining the optimum inventory and mix of cart sizes to support Customers

## **Cart Maintenance**

Contractor shall provide routine cart maintenance, repair and replacement. The cost for such services shall be incorporated into the cart cost proposed in the Pricing Sheet (Attachment 3).

Contractor shall:

- Maintain carts graffiti-free and in good working condition
- Clean up any spills or litter caused by collection or transportation, regardless of whether it is on public or private property
- Repair any damaged carts that can reasonably be returned for regular service
- Replace carts that cannot reasonably be repaired
- Recycle any decommissioned carts

Contractor proposal shall include the proposed location(s) for ongoing cart storage, cleaning and repair.

## **5.2 Collection Vehicles**

The Contractor shall provide all vehicles and equipment needed for materials collection and transportation in an efficient and environmentally-sensitive manner.

The Contractor's proposal shall include details regarding the vehicles it intends to use for the Collection Services. Details must include, but are not limited to the following:

- Vehicle type, manufacturer, and model number
- Number of vehicle by vehicle type
- Fuel by vehicle type
- Average vehicle age by vehicle type
- Overview of vehicle replacement schedule
- Overview of preventative and corrective maintenance programs

Provide the date, description and resolution/corrective action taken for any vehicle accidents, infractions, or overweight vehicles that occurred within the last three (3) years.

When operational, all collection and transfer vehicles shall:

- Cover their loads
- Be kept in good repair and appearance
- Be clean and sanitary
- Be compliant with all local, state and federal safety and inspection regulations

Any vehicle leaks or spills shall be cleaned up as soon as possible and no later than 24 hours after occurrence.

Contractor proposal shall include plan to track and address overweight vehicles. Instances of overweight vehicles shall be included in the regular report to the City.

### **Sustainable Vehicles**

City goals include decreasing pollution and increasing sustainability. The City welcomes proposals that further these goals.

Proposals shall include the Contractor's level of commitment and timing to implement some or all of the following strategies to support greenhouse gas reduction.

- Convert to and/or expand alternative fuel vehicles, especially electric and/or natural gas vehicles utilized to provide Collection Services in the City
- Equip vehicle engines with emission-after-treatment devices such as NOx reduction catalysts and particulate filters
- Equip vehicles with operate-in-gear-at-idle technology and automatic engine shut-off systems
- Implement other reasonable mitigation or pollution prevention equipment or practices
- Implement noise reduction technology such as low-noise bin lifters and quiet work practices

An evaluation of fleet status will be a compulsory component of any consideration to a proposed change in pricing due to the cost of fuel.

**5.3 Collection Personnel**

The Contractor shall maintain staffing levels required to support the Collection Services on the schedules set forth herein. The Contractor shall have implemented a current Department of Transportation (DOT) compliance policy. Such policy shall be subject to audit and review by the City with reasonable prior notice.

At a minimum, all vehicle drivers shall be:

- Licensed by the State of Colorado with a valid Class B Commercial Driver License (CDL) with air brakes endorsement
- Alert, careful, courteous and competent
- Appropriately trained in operations and safety measures
- Provided with appropriate communication tools and Personal Protective Equipment (PPE)

Cell phones shall not be used in a moving vehicle.

**5.4 SAFETY**

The Contractor shall embrace a culture of safety to include a documented safety program for the Collection Services. The safety program must include as a minimum the following:

- Health and Safety Training
- Employee/Management Responsibility
- Hazard Recognition and Control
- Incident Reporting and Investigation

The Contractor shall track and report its Experience Modification Rate (EMR) on an annual basis. As part of the proposal please provide the EMR for the previous three (3) years.

The Contractor shall track and report its OSHA Total Recordable Incident Rate (TRIR) and Days Away Restricted or Transferred (DART) calculated as follows:

<p><b>TRIR</b>    <math>\frac{\text{Number of recordable cases} \times 200,000}{\text{Number of hours worked}}</math></p>	<p><b>DART</b>    <math>\frac{\text{Number of DART cases} \times 200,000}{\text{Number of hours worked}}</math></p>
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**5.5 Collection Schedule**

Solid Waste, Recyclable Materials, and Yard Trimmings shall be collected from each Customer on the same day. On-call Bulky Items collections can be on a different day.

**Hours and Holidays**

All collections shall be conducted between 7 AM and 7 PM Monday through Friday and 7 AM to 7 PM on Saturdays during any week with a holiday. No collections shall occur on Sundays or holidays unless expressly authorized by the City Representative. Holidays shall include New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day.

**Severe Weather Protocol**

Contractor may suspend service on days that the City closes or when the City declares a late start due to severe weather or other times authorized by the City Representative. In the event of a closure/late start due to severe weather, the City will post a notification by 5 AM.

Contractor shall collect any missed collections due to suspended service within one calendar day of City facilities opening unless otherwise approved by the City Representative. The resumed service may cause a similar delay to other service days throughout that service week. (For example, if service is suspended on a Tuesday and resumes on Wednesday, the Tuesday Customers would be serviced on Wednesday and so on, including Friday collections taking place on Saturday.)

## **5.6 Program Transition Services**

The transition period will begin on the contract Effective Date and end on the Service Commencement Date.

### **City Responsibilities**

- Collaborate with the Contractor to design public notifications and service tags for the Collection Services
- Provide City information for cart hot stamps and artwork for printed material guidelines on cart lids
- Help to resolve questions while Contractor develops service address list
- Determine whether HOAs with existing hauling contracts comply with City requirements (and thus are exempt from the City contracted hauling program) and share that information with the Contractor
- Provide a phone number that shall be routed to the Contractor and that the Contractor shall use for all customer service inquiries, requests, complaints and other as related to this contract. The City will keep the phone number for contract customer service, regardless of whether a different Contractor is selected in the future
- Coordinate removal of carts from Customers of other service providers
- Establish Customer billing rates based on the contract pricing and the City's administrative fee established by the City Council

### **Contractor Responsibilities**

Contractor's proposal will include proposed dates for each of the following activities to be completed during the transition period and thereafter during the term of the contract:

- Develop, produce and distribute public notifications to Customers
  - Contractor shall collaborate with the City to design the public notifications and City shall have final approval authority
  - Contractor shall distribute public notifications at the following times at a minimum
    - During the initial start-up period
    - When new Customers start service (after the service start-up period)
    - When Customers change service levels at any time
    - Annually to all Customers at a time agreed upon with City Representative
  - The notification shall be in a multi-color, user-friendly format with any text in both English and Spanish and shall include:
    - Available service levels and rates
    - Annual collection calendar

## EXHIBIT A

- Set-out times and locations
  - Directions for changing service levels, managing overflow Solid Waste, contamination, and requesting additional services
  - Guidance on acceptable and unacceptable materials in Recyclable Materials and Yard Trimmings carts
- Develop service address list
  - Facilitate and manage Customer cart size selection
  - Conduct all billing set up
  - Develop and distribute a collection calendar(s) for all Customers
  - Produce service tags to address situations such as blocked carts, Solid Waste overflows, contaminated Recyclable Materials or Yard Trimmings, or other conditions that impact service or safety. Tags shall:
    - Include text in English and Spanish
    - Be made of durable, water-resistant material that can be written on
    - Be printed with 1 color
    - Have a mechanism for temporary attachment to carts
    - Be a minimum size of 5" x 10"
  - Remove all carts from existing Customers at no additional cost per Section 5.1
  - Provide all other services stated in the RFP and/or required to provide Collection Services in accordance with the terms of the Agreement.

### 5.7 Customer Billing

All Customer billing shall be conducted by the Contractor on behalf of the City.

Customer rates will be established by the City based on Contract pricing and City administrative fee. Rates and fees shall remain unchanged during each Service Year unless otherwise approved by an amendment to the Agreement. Customer bills may be on a monthly or quarterly schedule and can be assessed in advance or in arrears. Contractor proposal shall include the anticipated billing frequency and whether it will be assessed in advance or in arrears and why.

Contractor proposal shall address how the Contractor proposes to address the funding from Extended Producer Responsibility when it comes available. See C.R.S. 25-17-101 et seq.

All Customer bills shall include the following:

- Applicable Core Service rates
- Statement that Recyclable Materials collection (and seasonal Yard Trimmings collection if City selects Yard Trimmings collection scenario 1) are bundled services (i.e., Customer cannot elect not to receive)
  - City will provide text
- Separate itemization of any fees for overflow Solid Waste, contamination, Bulky Items collection and any other fees approved by the City
  - The only fees allowed on Customer bills are those described in this Request for Proposals and incorporated into the executed agreement. *All costs of service must be addressed in the Core Service rate or fees described in this Request for Proposals*

## EXHIBIT A

- City administrative fee(s) may be itemized separately or included with the Core Service price at the City's discretion. If itemized, the City will provide text to be included
- Bills shall include text in Spanish providing Customers with directions for requesting their full bill in Spanish

The Contractor shall provide Customer name, service address, billing address, phone number, Customer email, cart number and related cart sizes per service type to the City in an electronic format acceptable to both parties at the end of the Agreement.

### **5.8 Customer Service and Education**

All customer service functions shall be provided starting in the transition period and shall continue through the Agreement Term. Contractor proposal shall include dates within the transition period when partial and/ or full Customer service capabilities will be provided that align the Contractor's proposed transition schedule.

#### **Dedicated Customer Service Representatives**

Prompt customer service from representatives that understand Fort Collins' program is very important to the City. Although the City prefers the Contractor's customer service office to be located in Fort Collins, the City will consider other approaches. However, all dedicated customer service staff shall have a comprehensive working knowledge of Fort Collins neighborhoods and the specific details of services and rates provided under the Agreement. Contractor proposal shall include the number of customer service representatives they will dedicate to service the Customers (distinct from centralized call center responsibilities that service many communities), where the customer service representatives will be located, and how Contractor will ensure customer service representatives are familiar with Fort Collins' contract and neighborhoods.

#### **Customer Service Hours**

Dedicated customer service staff shall be available at a minimum from 8 AM to 5 PM MST Monday through Friday and Saturdays during weeks when holidays or service suspensions require Saturday collections. Contractor proposal shall include the hours for which dedicated customer service representatives will be available for Customers. Contractor proposal may, but is not required to, propose roll over hours to national call centers to extend customer service hours (only outside of minimum business hours).

#### **Customer Queries, Complaints and Service Change Requests**

The Contractor shall detail in the RFP response their approach to effectively meet the following requirements:

- Address all issues directly
  - The City shall not be the default customer service provider
- Answer Customer contacts primarily with live personnel
  - When call volume is unexpectedly high and live personnel are addressing other City queries, Customers shall be able to leave direct voice mail message; Contractor shall respond to Customer query within 1 business day
  - Maintain an average hold time of two minutes or less for customer service over the phone
  - Maintain an average abandonment rate of less than one percent of customer calls for customer service over the phone

## EXHIBIT A

- Resolve any missed collection issues within 1 business day
  - Excluding delays associated with service suspensions
  - Excluding instances where Customer had late set-out, blocked cart or excessive contamination (all of which shall be resolved or referred to the City within 1 calendar week)
- Resolve any other Customer or City complaints within 2 business days
- Respond to any service change or Bulky Items collection requests within 2 business days
  - Actual change or collection shall be completed within 1 calendar week
- Resolve all complaints and requests to the satisfaction of Customers and the City
- City shall have access to the recording of any complaints received via phone (upon request)
- City Representative or their designate shall be copied on all responses to written complaints via email, forms, or other means. The original complaint shall be included in any response.
- Contractor proposal may include proposed Customer service metrics beyond those stated in Section 5.9

### **Public Outreach and Education**

The City will conduct comprehensive public outreach and education activities throughout the Agreement Term. The Contractor shall support these efforts by:

- Producing and distributing Customer notifications as described in Section 5.6
- Maintaining a Fort Collins-specific website page(s) with the same information required for Customer notifications
- Providing Customers with the ability to request service changes online (such as start / stop service, cart size change, Bulky Items collection, report a missed collection, opt out of Yard Trimmings collection (if applicable) etc.)
- Providing service tags and utilizing them as noted throughout this RFP,
- Providing Customers with options for e-mail and text reminders prior to collection days
- Providing the City with information that will impact Customer service at least thirty days before any changes go into effect
  - Including changes in accepted Recyclable Materials or Yard Trimmings, equipment, routing, collection schedule etc.

Contractor proposal shall include examples of similar customer notifications, service tags, websites, and collection day reminders created for other communities it has serviced, if applicable.

### **5.9 Regular Reports**

All reports shall be submitted electronically in a format and with a level of detail that is acceptable to the City. Each report shall include information since the last report (monthly / quarterly / annual). Monthly reports shall be submitted within 15 days of the end of the month. Quarterly and annual reports shall be submitted within 30 days of the end of the month / quarter / year. Information within each topic area shall be sorted by Customer address unless otherwise specified below. For the purpose of this section, service type shall mean Solid Waste, Recyclable Materials, or Yard Trimmings. All reporting periods shall be based on a calendar year. The City reserves the right to request additional information mutually agreed up on by the City Representative and the Contractor. Reports shall include the following:

### **Immediate Reporting**

- Contaminated loads of Recyclable Materials or Yard Trimmings that include materials from Customers that are rejected from processing facilities.
  - Include date, service type, contamination type, situation that caused contamination, and any other relevant details
- Prohibited materials in carts or blocked carts that are not corrected within one week by Customer.

### **Monthly Report**

- Materials collected
  - Scale-based weight data for Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items collections, including facilities where they were delivered for reuse, recycling, composting, disposal or other management.
    - The weight of City materials in any mixed loads that also includes non-City Solid Waste can be estimated using methodology acceptable to the City
    - If materials were delivered to more than one facility, include the scale-based weight data for each facility
- Customer complaints
  - Include date of complaint, service address, complaint type, resolution, and date resolved
  - For purposes of this report, a complaint is any customer contact other than a service change or information request
    - Contractor and City will develop list of complaint types that are mutually agreeable, and they may include missed pick up, unsafe driving, spills, operating outside permitted hours, customer service phone call hold times, other customer service issues, etc.
- Missed collection
  - Date of missed collection, date of resolution, service type missed, service address, and whether missed collection was due to Contractor or Customer (i.e. late set out, blocked cart etc.)
- Contaminated loads of Recyclable Materials or Yard Trimmings rejected from processing facilities
  - Include date, service type, contamination type, situation that caused contamination, and any other relevant details

### **Quarterly Report**

- Number of Customers receiving Collection Services through the City contract
- Financials
  - Amount of administrative fee collected for remittance to the City
  - Any known performance violations and associated liquidated damages to be remitted to the City
  - Fees charged for the quarter sorted by fee type
  - Number of accounts over 90 days delinquent
- Special service situations and fees assessed
  - Include the incident date, service address, incident resolution and fee charged for the following incident types:
    - Overflow Solid Waste



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- Prohibited items in Solid Waste carts (such as Recyclable Cardboard, Electronics, etc.)
- Blocked carts
- Contaminated Recyclable Materials carts
- Contaminated Yard Trimmings carts
- Bulky Items collection
  - Service address, date service request received, date of bulky item pick up, and number of items by type (in categories agreed upon by Contractor and the City)
- Customer service
  - Number of customer communications
    - Include date and type of customer service (complaint, service change, or information request)
  - Average hold times for phone calls
  - Average number of phone calls per time of day
    - Contractor and City shall mutually determine time categories, such as before 8 am, 8am-11am, 11am-1pm, 1pm to 3pm, 3pm -5pm, after 5pm
- Cart activity (includes deliveries, replacements, repairs, removal or exchanges)
  - Include type of cart, type of action (delivery, repair, replacement, removal, exchange), request date, completion date, and service address. If Customer is changing cart size, include the initial and new cart size.
- New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials
- Number of Customers opting out of Collection Service

### Annual Report

- Annual summary of the number of the following
    - Missed collections by Contractor\*
    - Missed collections due to Customer (late set-out, blocked cart etc.)\*
    - Number of contaminated loads of Recyclable Materials or Yard Trimmings rejected by processor with brief notes of the cause
    - Carts delivered, repaired, replaced, removed or exchanged, sorted by activity type as a number and as a percentage of carts serviced by Contractor's Collection Services
- \* Express these data points as a raw number and as a percentage out of all the Customers receiving Collection Services through the City
- Annual summary of each of the following Financials
    - Amount of administrative fee remitted to the City
    - Amount of performance violations and associated liquidated damages remitted to the City
    - Amount of fees charged, sorted by fee type
    - Core Service rates charged to Customers
  - Summary of Bulky Item material collection by item type
  - Facilities where City Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items were delivered for reuse, recycling, composting, disposal or other management

## EXHIBIT A

- New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials

### **Available to City Upon Request**

- Customer and service level details
  - Customer name, service address, billing address, phone number, Customer email, cart numbers and related cart sizes per service type
- Customer invoice
- Photograph of any incident of overflow solid waste, prohibited item in Solid Waste cart, blocked cart, contaminated Recyclable Materials cart, contaminated Yard Trimmings cart
- Recording of customer service interactions over the phone

### **Quarterly Meeting**

City representative and Contractor contact shall meet quarterly to review and discuss Contractor performance. Either entity may also invite additional staff members as appropriate.

### **Records Retention and Auditing Rights**

The Contractor shall maintain all records for a minimum of three (3) years from the end of the Agreement Term and any extension. Contractor records shall be available at all reasonable times for inspection by the City. The City will retain full auditing rights of the Contractor's accounting records as they pertain to the City's contract.

### **5.10 Solid Waste, Recyclable Materials and Yard Trimmings Composition Analysis**

If the City or any agent hired by the City conducts a composition analysis of Solid Waste, Recyclable Materials, Yard Trimmings or other materials, the Contractor shall support by diverting loads identified by the City Representative or their agent to the designated sort site (within Larimer County) during the composition analysis.

Contractor proposals may include a description and prices (see the Pricing Sheet (Attachment 2)) for the Contractor to conduct an annual Solid Waste composition analysis to identify Recyclable Materials and Yard Trimmings still being landfilled, and possible composition analysis of Recyclable Materials and/or Yard Trimmings to identify contamination percentages and items. Composition analysis should utilize the same material categories as past City composition analysis and the same methodologies as much as possible. See 2016 City Solid Waste Composition Analysis at [https://www.fcgov.com/recycling/pdf/2016\\_Landfill\\_\\_Waste\\_Composition\\_Report\\_28Fort\\_Collins29.pdf?1555024955](https://www.fcgov.com/recycling/pdf/2016_Landfill__Waste_Composition_Report_28Fort_Collins29.pdf?1555024955)

### **5.11 Contractor Compensation**

#### **Service Price Changes**

The City agrees that the Contractor's pricing as stated in Attachment 3 may be adjusted annually beginning on the first anniversary of the Service Commencement Date and annually thereafter to reflect changes in the cost of doing business except in instances when performance violations on contract non-compliance issues are unresolved. The adjustment will be the lesser of the Denver-Boulder-Greeley Consumer Price Index (CPI) or three percent annually.

### **Uncontrollable Cost Increases or Decreases**

On an annual basis beginning on the first anniversary of the Service Commencement Date the Contractor may petition the City for an additional pricing adjustment due to uncontrollable costs such as disposal or processing tip fee increases, fuel cost increases or changes in applicable regulations. The Contractor shall petition the City at least ninety (90) days prior to the anniversary date. Price adjustment petitions developed by the Contractor shall consider decreases in fuel costs (if any) as reported by the US Energy Information Administration for the Rocky Mountain region and / or Recyclable Materials tip fees as a potential counter-balance for other uncontrollable costs. Any pricing change under this subsection shall be effective on the anniversary of the Service Commencement Date.

Any petition shall include documentation to justify how the cost increases exceed the three percent per year standard increase. The City reserves the right, as a condition of approval, to inspect Contractor financial records that justify a change in the pricing. The City has no obligation to approve any petition but acknowledges uncontrollable costs may occur and intends to negotiate with the Contractor in good faith.

#### **5.12 Administrative Fee and Liquidated Damages Remittance**

The Contractor shall collect the administrative fee through Customer billing on behalf of the City. Contractor shall remit the administrative fee and liquidated damages from performance violations to the City within 30 calendar days of the last day of the calendar quarter via check or electronic transfer (at the City's discretion).

### **6.0 CONTRACTOR PERFORMANCE**

#### **6.1 Performance Standards & Liquidated Damages**

Performance standards and liquidated damages for non-compliance to the Agreement requirements are stated in Table 5. In the event the Contractor fails to sustain the stated Performance Standard and/or any non-compliance with the terms of the Agreement may be considered a default subject to resolution in accordance with the terms of the Agreement. Table 5 consists of the following sub-tables:

In the event of a non-compliance, the City will notify the Contractor in writing of the basis of each assessment of liquidated damages and will work in good faith with the Contractor to resolve any disputes related to liquidated damages. Liquidated damages will be due to the City on the next quarterly remittance following assessment of the liquidated damages (per Section 5.12).

**See Next Page for Table 5**

**Table 5  
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

**Material Conditions for Contract Default**

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS	PERFORMANCE STANDARD
Failure to meet schedule for any transition activity	\$500 per day	Daily	100%
Failure to deliver all Solid Waste to Larimer County Landfill or other permitted landfill (depending on scenario City selects), all Recyclable Materials to Larimer County Recycling Center or other permitted recycling center (depending on scenario City selects), and all Yard Trimmings to approved facilities OR landfilling properly source separated Recyclable Materials or Yard Trimmings	\$3,000 per load	1 - Load	100%
Failure to maintain required insurance coverage	\$5,000 per incident	Insurance expiration date	100%
Failure to maintain irrevocable letter of credit	\$5,000 per incident	IRLOC expiration date	100%
Misrepresentation in reporting including inaccurate City administrative fees or liquidated damages	\$5,000 per incident	Each Reporting Period	100%
Contractor utilizing a driver to provide Collection Services that does not have a valid Class B CDL with air brakes endorsement and Colorado Drivers' License and/or is not current with DOT required training or other DOT requirements	\$1,000 per driver per day	All Drivers	100%
Delayed remittance of City administrative fees or liquidated damages	\$500 per day	Each Billing Period	100%
Failure to participate in mutually scheduled quarterly meeting	\$1,000 per incident	Each Quarterly Meeting	100%
Failure to allow City audits or maintain records for 3 years	\$3,000 per incident	Each City Audit	100%
Failure to provide the date, description and resolution/corrective action taken for any vehicle accidents, infractions, or overweight vehicles that occurred within the last three (3) years.	\$1,000 per incident	Each Reporting Period	100%

EXHIBIT A

Failure to deliver specified loads of material to a designated location in support of a material composition analysis conducted on behalf of the City	\$1,000 per load per audit	Annual Audit	100%
Failure to appropriately bill Customers according to the Agreement OR bill for fees not approved by City OR failure to provide text in Spanish with directions for accessing full bills in Spanish	\$3,000 per billing	Each Billing Period	100%
Failure to provide the number of dedicated service representatives familiar with city neighborhoods and City contract during business hours that are agreed upon in Service Agreement	\$500 per day	Daily	100%

**Daily Operations**

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	CORRECTIVE ACTION TIME PERIOD	PERFORMANCE STANDARD
Collection before 7 AM or after 7 PM or not on the designated scheduled collection day (each route shall be separate incident)	\$250 per incident	Monthly	Collected between 7AM and 7PM on scheduled collection day	98%
Failure to collect missed collections within 1 business day (excludes late set-outs & blocked carts which shall be collected within 1 calendar week) (excludes severe weather delays, which shall be serviced in accordance with Section 5.5)	\$250 per Customer per day	Monthly	Within specified time frame	98%
Failure to deliver carts after service start-up OR to replace damaged/lost carts within 2 business days	\$250 per day per cart	Monthly	Within 2 business days	98%
Failure to respond to Customer queries within 1 business day	\$250 per incident	Monthly	Within 1 business day	98%
Failure to resolve billing inquiries and disputes within two business days (including Saturdays where staffing is required)	\$250 per incident	Monthly	Within 2 Business Days	98%
Failure to maintain an average hold time of two minutes or less for customer service over the phone	\$250 per incident	Monthly Average	<2 Minutes	98%

EXHIBIT A

Failure to maintain an average abandonment rate of less than one percent of customer calls for customer service over the phone	\$250 per incident	Monthly Average	<1% of Customer Service calls	98%
Failure to resolve Customer or City complaints within 2 business days	\$250 per Customer per day	Monthly	Within 2 business days	98%
Failure to clean up any vehicle leaks or collect materials spilled during the execution of Collection Services within 24 hours	2X cost of clean-up incurred by City	Monthly	Within 24 hours	100%
Collection of overflow Solid Waste, prohibited materials, contaminated Recyclable Materials or contaminated Yard Trimmings without tagging & charging appropriate fee to customer	\$500 per incident	Monthly	Each Customer	98%
Failure to maintain carts in good working condition including needed repairs in accordance with the Agreement	\$100 per Cart	Monthly	Each Customer's	98%
Late or incomplete submission of on request, monthly, quarterly OR annual reports	\$250 per day	Monthly / Quarterly/ Annually	Within specified time frame	100%
Failure to cover vehicles that contain Solid Waste, Recyclable Materials, Yard Trimmings or Bulky Items OR to maintain vehicles that are clean, sanitary & in good working order	\$250 per incident	Each Load	Each Vehicle	100%
Failure to provide Bulky Item collection within 1 calendar week of Customer request	\$250 per Customer per day	Monthly	Within 1 calendar week	98%
Driver providing Collection Service utilizing a cell phone in a moving vehicle	\$500 per cell phone infraction	Monthly	All drivers	100%
Failure to maintain required color-coding for Solid Waste, Recyclable Materials or Yard Trimmings carts OR to maintain hot-stamp labels on all carts OR to maintain printed material guidelines on Recyclable Materials or Yard Trimmings carts	\$250 per cart per day	Monthly	Each Cart	98%
Failure to distribute approved notifications & collection calendars OR to develop/use approved service tags	\$250 per day	Monthly	Within specified time frame 98%	98%

**6.2 Contactor Performance Review**

The City reserves the right to conduct a full review of Contractor performance at any time during the contract term if any condition identified in the Agreement (see Attachment 4) occurs. If during the

review process the City finds that Contractor performance is unacceptable (regardless of remedies completed or penalties paid), it may subject the Contractor to the requirements of the termination clause in the Agreement (Attachment 4).

**6.3 Irrevocable Letter of Credit**

During the Term of the Agreement, the Contractor shall maintain an Irrevocable Letter of Credit as stated in the Agreement. (See Attachment 4).

**7.0 REVIEW AND ASSESSMENT CRITERIA**

Contractors will be evaluated on the criteria stated in Table 7. This set of criteria will be the basis for review and assessment of the written proposals and optional interview session. At the discretion of the City, interviews of the top-rated Contractors may be conducted.

The rating scale shall be from 1 to 10 for each criteria category with the following baseline for ratings:

- 1 = does not meet minimum requirements
- 5 = fulfills the minimum requirements
- 10 = exceeds minimum requirements in that category

**Table 7**

**PROPOSAL EVALUATION CRITERIA**

CRITERIA	WEIGHTING
Acceptance Key Components of City Contract and Ability to Meet Service Requirements	10%
Strategy(ies) for Enhanced Sustainability and Equity	15%
Commitment to a High-Level of Customer Service	35%
Customer Pricing	40%
Total	100%

**8.0 ANTICIPATED SCHEDULE**

The following represents the City’s target schedule for the RFP. The City reserves the right to amend the target schedule at any time.

- RFP issuance: September 12, 2022
- Pre-bid meeting: 1:00 PM MT on September 26, 2022
- Question deadline: 5:00 PM MT on October 3, 2022
- Proposal due date: 5:00 PM MT (our clock) on October 24, 2022
- Interviews (tentative): November / December 2022
- Award of Contract (tentative): February 2023

**9.0 INTERVIEWS**

In addition to submitting a written proposal, the top-rated Contractor may be interviewed by the RFP assessment team and asked to participate in an oral presentation to provide an overview of the company, approach to the project and to address questions. The evaluation criteria for the oral interviews will be the same as the criteria for the written evaluations and is included in Section 8.0.

Because of recent events involving COVID-19, the City may use non-traditional methods for the optional interview phase of the assessment process. The City will receive and score written proposals. However, instead of traditional in-person interviews for the optional interview session, the City may opt to use alternate methods including, but not limited to remote interviews through a platform such as Microsoft Teams or Zoom.

## **10. PROPOSAL SUBMITTAL**

Please limit the total length of your proposal to a maximum of fifty (50) 8 ½ x 11” pages (excluding cover pages, table of contents, dividers and Acknowledgement form, and Pricing Sheet). Font shall be a minimum of 10 Arial and margins are limited to no less than .5” for sides and top/bottom. Extended page sizes, such as 11” x 17”, count as a single page and may be used for detailed pricing. Links to other files or websites shall not be permitted. Proposals that do not conform to these requirements may be rejected.

Contractors are required to provide detailed written responses to the following items in the order outlined below. The responses shall be considered technical offers of what Contractors propose to provide and shall be incorporated in the contract award as deemed appropriate by the City. A proposal that does not include all the information required may be deemed non-responsive and subject to rejection.

Responses must include all the items in the order listed below. It is suggested that the Contractors include each of the City’s questions with their response.

The City of Fort Collins shall not reimburse any firm for costs incurred in the preparation and presentation of their proposal.

### **10.1 Cover Letter / Executive Summary**

The Executive Summary should highlight the content of the proposal and features of the program offered, including a general description of the program and any unique aspects or benefits provided by your firm.

Indicate your availability to participate in the interviews on the proposed dates as stated in the Section 8, Anticipated Schedule.

### **10.2 Contractor Background**

1. Describe the Contractor’s business and background
2. Number of years in the business
3. Details about ownership
4. An overview of services offered and qualifications
5. Size of the firm
6. Location(s) of offices. If multiple, please identify which will be the primary for our account.
7. Primary contact information for the company including contact name(s) and title(s), mailing address(s), phone number(s), and email address(s).

### **10.3 Scope of Proposal**

#### **Solid Waste Collection Service**

- Complete Pricing Sheet (Attachment 3) for Solid Waste Collection Service and overflow Solid Waste fee



## EXHIBIT A

- Provide program details for the Super Saver Service
  - Container type
  - Service frequency
  - If proposing bag / tag / sticker service, include location within City limits where customer would purchase bags / tags / stickers

### **Recyclables Collection Service**

- Address any proposed additions to the materials stated in Table 3
- Complete Pricing Sheet (Attachment 3) for Recyclable Materials Service Scenario 1: Every-other-week collection of up to two Large Recyclable Materials Carts
- Complete Pricing Sheet (Attachment 3) for Recyclable Materials Service Scenario 2: Weekly collection of one Large Recyclable Materials Cart

### **Yard Trimmings Service**

- Planned destination(s) for Yard Trimmings
- May identify any proposed additions to the materials included in Table 4
- Complete Pricing Sheet (Attachment 3) for Yard Trimmings Service Scenario 1: Bundled seasonal Yard Trimmings collection service for 100% of Customers
- Complete Pricing Sheet (Attachment 3) for Yard Trimmings Service Scenario 2: Optional seasonal Yard Trimmings collection service with estimated participation rate of 75% of Customers

### **Bulky Items Collection**

- Provide details about the types of collection equipment to be used for Bulky Items collection
- Address your approach to encourage Customers to reuse Bulky Items rather than landfilling them
- Complete Pricing Sheet (Attachment 3) for Additional Fee Bulky Items proposed items and related prices
- Complete Pricing Sheet (Attachment 3) for Bulky Items Collection Scenario 1: Collection of up to two No Additional Fee Bulky Items / year for each Customer
- Complete Pricing Sheet (Attachment 3) for Bulky Items Collection Scenario 2: Collection of unlimited Bulky Items for a separate price

### **Dumpster Service**

- Complete Pricing Sheet (Attachment 3) for proposed pricing for Solid Waste and Recyclable Materials Dumpster service for multi-unit residential buildings with eight or more units and commercial buildings that opt in to receive such service by Contractor

### **Additional Services or Additional Material Collection or Other Ways to Improve Program**

- Provide details about any proposed additional services and/or additional material collections and/or other ways to improve the program to be included in the scope of the City's Agreement
- Provide pricing for any proposed additional services and/or additional material collections or other program improvements. Include pricing in an addendum to the Pricing Sheet (Attachment 3)

## **10.4 Operational Specifications**

### **Carts**

- Provide proposed cart manufacturer, model number, and brief summary of the basis for the selected cart manufacturer and model

## EXHIBIT A

- Provide details about the cart warranty, including length of warranty and transferability to the City at the end of the Agreement Term
- Complete the Pricing Sheet (Attachment 3) for the cost to be applied to the Customer bill for the purchase, assembly, delivery and maintenance of the carts
- Provide strategy for removing existing Customer carts and replacing with new carts as well as providing carts to new Customers during the transition period with no service disruption
- Provide overview of strategy for maintain the optimum mix of cart sizes to support Customers
- Provide details about the proposed location for ongoing cart storage, cleaning and repair

### Collection Vehicles

- Provide details about the vehicles to be used for the Collection Services including but not limited to the following:
  - Vehicle type, manufacturer, and model number
  - Number of vehicles by vehicle type
  - Fuel by vehicle type
  - Average vehicle age by vehicle type
  - Overview of vehicle replacement schedule
  - Overview of preventative and corrective maintenance programs
- Plan to track and address overweight vehicles
- Sustainable vehicle strategy including
  - Contractor's level of commitment and timing to implement all or some of the strategies to reduce greenhouse gases (see Section 5.2 for complete list)

### Program Transition Services

Contractor's proposal will include proposed dates for each of the following activities:

- Develop, produce and distribute public notifications to customers
  - Contractor shall collaborate with the City to design the public notifications and City shall have final approval authority
  - Contractor shall distribute public notifications at the following times at a minimum
    - During the initial start-up period
    - When new customers start service (after the service start-up period)
    - When customers change service levels at any time
    - Annually to all customers at a time agreed upon with City Representative
  - The notification shall be in a multi-color, user-friendly format with any text in both English and Spanish and shall include:
    - Available service levels and rates
    - Annual collection calendar
    - Set-out times and locations
    - Directions for changing service levels, managing overflow Solid Waste, contamination, and requesting additional services
    - Guidance on acceptable and unacceptable materials in Recyclable Materials and Yard Trimmings carts
- Develop service address list
- Facilitate and manage Customer cart size selection
- Conduct all billing set up
- Develop and distribute a collection calendar(s) for all Customers
- Produce service tags to address situations such as blocked carts, Solid Waste overflows, contaminated Recyclable Materials or Yard Trimmings, or other conditions that impact service or safety. Tags shall:

## EXHIBIT A

- o Include text in English and Spanish
- o Be made of durable, water-resistant material that can be written on
- o Be printed with 1 color
- o Have a mechanism for temporary attachment to carts
- o Be a minimum size of 5" x 10"
- Remove all containers from existing Customers at no additional cost per Section 6.1
- Purchase, assemble and deliver new carts to all Residential Units
- Provide services included in this Request for Proposals

### **Billing**

- Anticipated billing frequency and whether it will be assessed in advance or in arrears and why
- Address how the Contractor proposes to address the funding from Extended Producer Responsibility when it comes available (HB22-1355)

### **Customer Service and Education**

- Dates within the transition period when partial and/ or full Customer service capabilities will be provided that align the Contractor's proposed transition schedule
- Number of customer service representatives Contractor will dedicate to service the Customers (distinct from centralized call center responsibilities that service many communities), where the customer service representatives will be located, and how Contractor will ensure customer service representatives are familiar with Fort Collins' contract and neighborhoods
- Hours for which dedicated customer service representatives will be available for Customers
- May propose roll over hours to national call centers to extend customer service hours (only outside of minimum business hours)
- Details of how Contractor shall:
  - Address all issues directly
    - o The City shall not be the default customer service provider
  - Answer Customer contacts primarily with live personnel
    - o When call volume is unexpectedly high and live personnel are addressing other City queries, Customers shall be able to leave direct voice mail message; Contractor shall respond to Customer query within 1 business day
  - Resolve any missed collection issues within 1 business day
    - o Excluding delays associated with service suspensions
    - o Excluding instances where Customer had late set-out, blocked cart or excessive contamination (all of which shall be resolved or referred to the City within 1 calendar week)
  - Resolve any other Customer or City complaints within 2 business days
  - Respond to any service change or Bulky Items collection requests within 2 business days
    - o Actual change or collection shall be completed within 1 calendar week
  - Resolve all complaints and requests to the satisfaction of Customers and the City
- May include proposed customer service metrics beyond those listed in Section 6.8
- Include examples of similar customer notifications, service tags, websites, and collection day reminders created for other communities it has serviced, if applicable

### **Solid Waste, Recyclable Materials and Yard Trimmings Composition Analysis**

- Contractor proposals may include a description and costs (see the Pricing Sheet (Attachment 3))

### **Confidential Redacted Version of Contractors Proposal**

Provide redacted version (if applicable) of proposal for public disclosure. Any proposed redactions must be limited to “trade secrets, privileged information, and confidential commercial, or financial information” pursuant to the Colorado Open Records Act (CORA). Contractor must submit a supplemental document explaining the justification for each redaction.

### **Subcontractors**

The Contractor shall provide details regarding any subcontractors contractor proposes to use to provide services under the Agreement.

### **Acknowledgement**

All Contractors submitting a proposal must sign the Acknowledgement Form (See Attachment 1)

### **10.5 Sustainability/TBL Methodology**

In concise terms (no more than two pages), please describe your organization’s commitment to sustainability and supporting values.

Each element of the TBL sustainability criteria will receive equal consideration in determining the final Sustainability/TBL score.

1. Address how your firm strives to incorporate all three aspects (social, environmental, and economic) of Triple Bottom Line (TBL) sustainable practices into the workplace. Provide examples along with any metrics used to measure success within your firm.
2. Also provide examples of how your firm has incorporated all three aspects of TBL sustainable practices in previous similar projects on which your firm has been the prime Contractor.

Some examples are provided below:

- a. Environmental – Experience delivering projects / programs focused on environmental health priorities in the areas of climate resiliency, water quality and watershed protection, regulatory performance, management systems, air quality, renewable energy, sustainable building and design, construction materials management, and Solid Waste reduction.
- b. Economic – Experience working and delivering projects with an emphasis on strategic financial planning, job creation, business development, asset management, various project delivery methods, value engineering, regional partnerships, transparency, stakeholder engagement, strategic investments, aging infrastructure, repurposing of existing facilities, and competing financial priorities.
- c. Social - Experience working and delivering projects, programs, and/or initiatives that support Equity, Diversity, and Inclusion throughout your firm’s workplace, including leadership, and supply chain. Examples of this may be demonstration of working within cultural and language gaps, development of diversity programs, diverse project teams, equitable opportunity vendor supply chain, and how your firm has applied an equity lens to processes such as recruitment, hiring, purchasing, career pathways, salaries, and staff engagement.

### **11. SAMPLE AGREEMENT**

Included with this request for proposals is a sample Agreement that the City intends to use for obtaining the services of the Contractor. The Contractor is required to review this Agreement and indicate any objections to the terms of the contract. If revisions to the contractual terms are requested, provide suggested revisions.

**12. ACKNOWLEDGEMENT**

The Acknowledgement form is attached as Attachment 1. Complete the attached form indicating the Contractor hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that the Contractor has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP.

**See Next Page for Attachment 1**

**Attachment 1**

**ACKNOWLEDGEMENT**

Contractor hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP 9648 Residential Solid Waste Collection and sample Agreement except as otherwise noted. Additionally, Contractor hereby makes the following representations to City:

- a. All of the statements and representations made in this proposal are true to the best of the Contractor's knowledge and belief.
- b. Contractor commits that it is able to meet the terms provided in this proposal.
- c. This proposal is a firm and binding offer, for a period of 90 days from the date hereof.
- d. Contractor further agrees that the method of award is acceptable.
- e. Contractor also agrees to complete the proposed Agreement with the City of Fort Collins within 10 days of notice of award. If contract is not completed and signed within 10 days, City reserves the right to cancel and award to the next highest rated firm.
- f. Contractor acknowledges receipt of \_\_\_ addenda.
- g. Contractor acknowledges no conflict of interest.
- h. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under Colorado Open Records Act (CORA). Contractor hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA.

Legal Firm Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Name of Authorized Agent of Firm: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Primary Contact for Project: \_\_\_\_\_

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**NOTE: ACKNOWLEDGMENT IS TO BE SIGNED & RETURNED WITH YOUR PROPOSAL.**

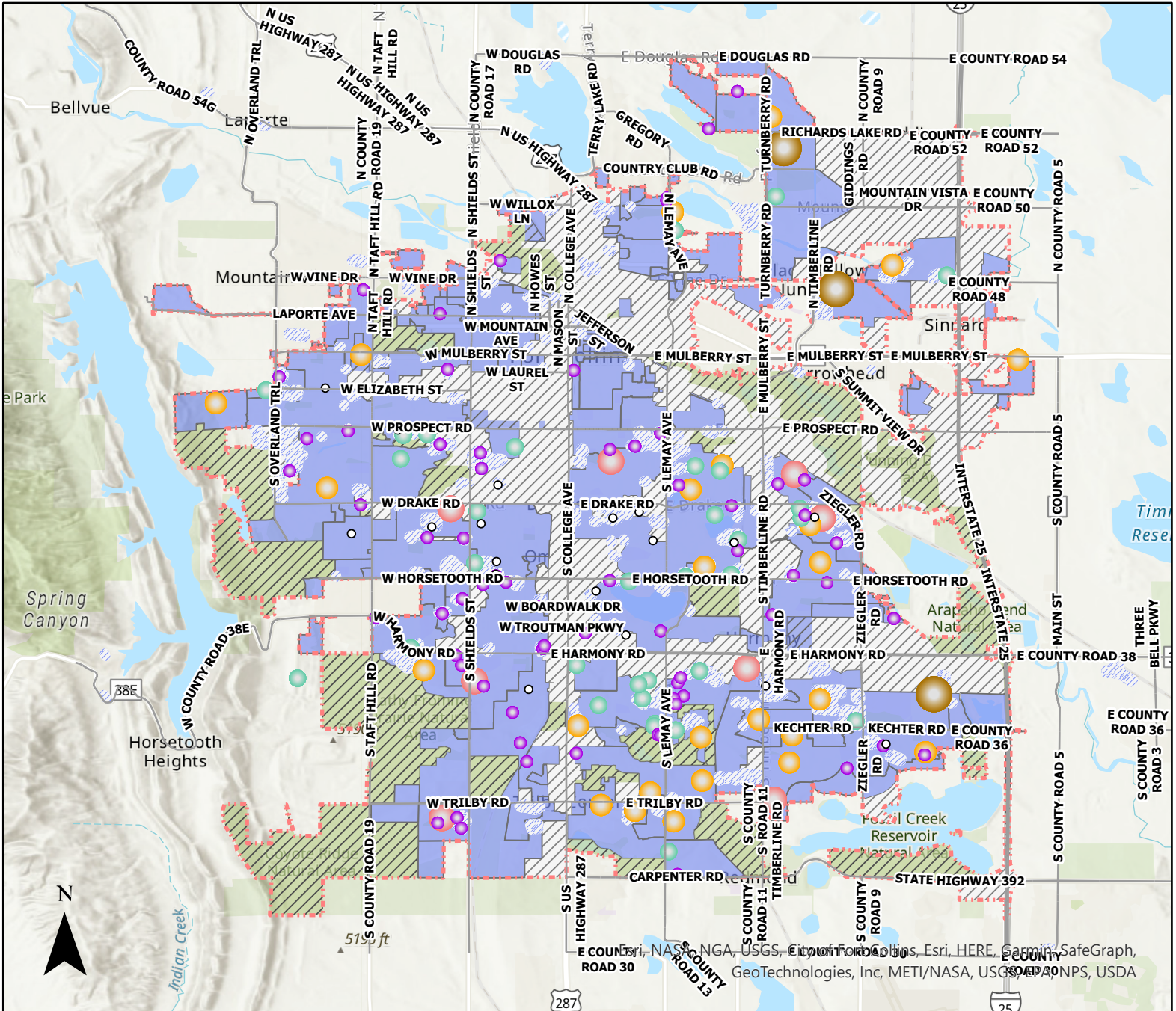
EXHIBIT A

**Attachment 2**

**HOAs**

**See Next Page**

# Residential Areas That May Be Serviced by a Contracted Hauler



## HOA with Contract by # Units, Likely Excluded

- 0-10
- 10-50
- 50-100
- 100-300
- 300-500
- 500-700

## Class

- ▨ Not Primary Residential
- ▨ Out of Scope Residential
- Primary Residential
- ▨ Public Land
- ⬜ City Limits



EXHIBIT A

**Attachment 3**

**Pricing Sheet**

**See Separate Excel Attachment**

EXHIBIT A

**Attachment 4**

**Agreement**

**See Next Pages**

**AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES ("Agreement") is made and entered into by and between the CITY OF FORT COLLINS, a Colorado home-rule municipal corporation ("City"), whose address is 300 LaPorte Ave., Fort Collins, Colorado 80521 and \_\_\_\_\_ ("Contractor"), whose address is \_\_\_\_\_, each of which is individually a "Party" and collectively are the "Parties".

WHEREAS, the Contractor, in response to the City's Request for Proposals ("RFP") No. 9648 dated September 12, 2022, submitted a proposal for Residential Solid Waste Collection Services dated October \_\_, 2022 ("Proposal"), to provide Collection Services for Residential Units, as such terms are defined below, within the City; and

WHEREAS, based on the outcome of the RFP the City has selected the Contractor to perform the Collection Services for Residential Units in accordance with the terms of this Agreement and pursuant to the City's authority under C.R.S. § 30-15-401(7.5) and Chapter x, Article y of the City Code; and

WHEREAS, pursuant to C.R.S. § 30-15-401(7.5) and Section 8-186(a) of the City Code, this Agreement is subject to approval by the City Council of the City of Fort Collins by ordinance.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings set forth herein unless the context specifies otherwise:
  - A. "Bulky Waste" means Solid Waste that does not fit in a closed solid waste cart, excluding hazardous waste, electronics, yard trimmings, recyclable cardboard, items that weigh more than 60 pounds, and items larger than 6' x 6'.
  - B. "Collection Services" means the collection, transportation, and delivery to an appropriate facility of solid waste, recyclable materials, yard trimmings, bulky items, and associated services for residential units conducted in a manner consistent with all applicable laws and regulations and the provisions of this Agreement.
  - C. "Customer" means a customer of the Collection Services.
  - D. "Contractor" means Firm Name.
  - E. "Dumpster" means a metal or plastic container, one (1) cubic yard to ten (10) cubic yards in volume, that is manufactured and used for the collection of solid waste or recyclable materials.

EXHIBIT A

- F. “Effective Date” means the effective date of this Agreement, which shall be the date stated in Section 4, Contract Term.
- G. “Electronics” means any electronic device or electronic component as those terms are defined in the Colorado Hazardous Waste Regulations, 6 Code of Colorado Regulations 1007-3, Section 260.10 and as amended by the State of Colorado from time to time.
- H. “Hazardous waste” means any chemical, compound, substance or mixture that state or federal law designates as hazardous because it is ignitable, corrosive, reactive or toxic, including but not limited to solvents, degreasers, paint thinners, cleaning fluids, pesticides, adhesives, strong acids and alkalis and waste paints and inks.
- I. “Recyclable cardboard” means corrugated cardboard, and shall include, but not be limited to, materials used in packaging or storage containers that consist of three (3) or more layers of Kraft paper material, at least one (1) of which is rippled or corrugated. Cardboard shall be considered recyclable cardboard regardless of whether it has glue, staples or tape affixed, but not if it is permanently attached to other packing material or a non-paper liner, waxed cardboard or cardboard contaminated with oil, paint, blood or other organic material.
- J. “Recyclable materials” means the materials listed in Table 3 of Exhibit A and any other materials identified by Contractor and approved by the City as recyclable materials, provided those materials have been separated from solid waste and can be recovered as useful materials and are properly prepared for the purpose of recycling.
- K. “Residential Units” means all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City, subject to certain exceptions and City-granted variances as stated in Exhibit A. Residential units also includes any service opt-in customers.
- L. “Service Opt-in” means Homeowner Associations within the City that meets an exception to the definition of Residential Units as provided in Exhibit A that opts-in to be a Customer and/or a multi-unit residential building containing eight (8) or more dwellings within the City that opts-in to be a Customer.
- M. “Services Commencement Date” means as stated in Section 5 of this Agreement.
- N. “Solid waste” means all refuse, putrescible and nonputrescible waste, excluding electronics, discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial appliances, hazardous wastes, materials used as fertilizers or for other productive purposes and recyclable materials or yard trimmings which have been source separated for collection.

EXHIBIT A

- O. "Yard trimmings" means those materials included in Table 4 of Exhibit A and any other similar organic materials identified by Contractor and approved by the City as yard trimmings.
2. Scope of Agreement.
- A. This Agreement pertains to Collection Services for Residential Units in the City provided by Contractor on behalf of the City pursuant to the City's authority in C.R.S. § 30-15-401(7.5). Contractor's work under this Agreement shall consist of all supervision, materials, equipment, fuel, labor, tip fees and other items necessary to provide a high level of customer service, timely accurate billing, and the collection, transportation and disposal of solid waste, recyclables, yard trimmings, bulky waste from Residential Units in accordance with the provisions of this Agreement.
- B. This Agreement shall not be considered a franchise for services to the residents of the City and any residential household may choose to negotiate with any other solid waste collection service provider licensed to do business in the City or may choose to remove their own solid waste and recyclables in accordance with applicable laws and regulations.
3. Scope of Services. Beginning on the Effective Date or Services Commencement Date, as applicable, the Contractor will provide the following services to the City or, as applicable, to each Customer:
- A. Contractor's Proposal. Contractor's Proposal is incorporated into this Agreement by this reference. In the event a conflict exists between this Agreement and any term in the Proposal, the terms in this Agreement shall supersede the terms in Proposal.
- B. Collection Services. Collection of solid waste, recyclables, yard trimmings, bulky waste and associated services for Residential Units shall be in accordance with **Exhibit A**, which is attached hereto and incorporated herein by this reference.
- C. Operating Specifications. All services performed hereunder shall be subject to the requirements stated in **Exhibit B**, which is attached hereto and incorporated herein by this reference.
- D. Contractor Performance. The Contractor is required to provide a high level of customer service, timely and accurate billing provided by Contractor on behalf of the City, and professionalism in the performance of services under this Agreement. Performance failures will be addressed, to the extent possible, through liquidated damages for certain infractions as set forth on **Exhibit C**. The parties agree, assigning a monetary value for damages to the City and the public for performance

EXHIBIT A

failures for such matters do not easily translate to the dollar amount of such damage, and that the liquidated damage amounts that are set forth in **Exhibit C**, which is attached hereto and incorporated herein by this reference, are reasonable estimates as to the dollar amount of damage incurred in relation to each offending act or omission.

- E. Pricing. The Contractor shall perform Collection Services for Residential Units at the prices stated in **Exhibit D**, which is attached hereto and incorporated herein by this reference.
  - F. Insurance. Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within **Exhibit E**, which is attached hereto and incorporated herein by this reference. Prior to the Effective Date of the Agreement, the Contractor shall deliver to the City's Purchasing Director, purchasing@fcgov.com or P.O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.
  - G. Confidentiality. The Contractor shall comply with **Exhibit F**, which is attached hereto and incorporated herein by this reference.
4. Contract Term. Subject to approval by ordinance of the Fort Collins City Council, this Agreement shall commence effective \_\_\_\_\_ (“Effective Date”) and shall continue in full force and effect for five (5) years from the Services Commencement Date, unless terminated as provided herein (“Term”).
  5. Services Commencement Date. The Services Commencement Date is the date the Contractor starts collecting solid waste, recycling, yard trimmings, and bulky waste under the Agreement. This date shall be mutually agreed upon by the parties and will be not less than six (6) and not more than twenty-four (24) months from the Effective Date of the Agreement
  6. Early Termination by City. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least six (6) months prior to the effective date of the termination.
  7. Carts. Upon expiration or termination of the Agreement, ownership of all carts and replacement parts for such carts purchased by the Contractor under this Agreement shall transfer to the City. In the event of expiration or termination for Contractor default, the ownership of the Carts shall transfer to the City at no-cost, free and clear of any liens or debt. In the event the Agreement is terminated early by the City in accordance with Section 6, the City shall pay the Contractor the net present value of the monthly cost per

EXHIBIT A

cart multiplied by the number of months remaining to reach five (5) years from the Service Commencement Date. Upon transfer of ownership any manufacturer's warranty for the carts shall transfer to the City.

8. Notices. All notices provided under this Agreement shall be effective immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:

Contractor

City

City of Fort Collins  
Attn: Project Manager  
PO Box 580  
Fort Collins, CO 80522  
City of Fort Collins  
Attn: Purchasing Director  
PO Box 580  
Fort Collins, CO 80522

City of Fort Collins  
Attn: City Attorney  
PO Box 580  
Fort Collins, CO 80522

9. Appropriation. To the extent this Agreement or any provision in it constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation by City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year for which no such supporting appropriation has been made.
10. City Representative. The City has designated \_\_\_\_\_ to serve as its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Services provided under this Agreement. The City may change its representative by providing written notice of such change to

## EXHIBIT A

Contractor. All requests concerning this Agreement shall be directed to the City Representative. Notwithstanding the foregoing, any changes to the Agreement shall not be binding on either party without a written amendment to the Agreement.

11. Marks. Subject to a Party's express written approval, the other Party may use the Party's name, logo, symbol, trademark or service mark (together "Marks") in electronic, printed, stamped or inscribed materials to support and promote the relationship between the Parties during the Contract Period. Each Party's right to use the Marks is royalty-free, non-exclusive, non-transferrable, and non-assignable.
12. Independent Service Provider. It is the express intention of the Parties that Contractor is an independent contractor performing services and is not an employee, agent, joint venturer, or partner of City. The City shall not be responsible for withholding any portion of Contractor's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.
13. Subcontractors. Contractor may not subcontract any of the Collection Services set forth in this Agreement without the prior written consent of the City. If any of the Services are subcontracted hereunder (with the consent of the City), then the following provisions shall apply: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work, (b) the subcontractor will be required to comply with all applicable terms of this Agreement, (c) the subcontract will not create any contractual relationship between any such subcontractor and the City, nor will it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor will be subject to inspection by the City to the same extent as the work of the Contractor. Contractor shall be solely responsible for performance of all duties hereunder.
14. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.
15. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.
16. Warranty.
  - A. The Contractor hereby warrants that it is qualified and has the operational capacity and equipment to assume the duties and responsibilities necessary to effectively render the services described herein and has all the requisite corporate authority, professional licenses, and permits in good standing required by law.



EXHIBIT A

- B. The services performed by the Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work. The services to be performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

17. City's Role. The Contractor shall provide all services with no direct support by City staff. Although City staff may collaborate with Contractor on certain initiatives such as Customer education and communication, such support is solely at the City's discretion. Notwithstanding the foregoing, the City intends to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall fully cooperate with the City relating to such monitoring and evaluation.

18. Force Majeure. If either party is prevented in whole or in part from performing its obligations by force majeure, then the party so prevented shall be excused from whatever performance is prevented by such cause. "Force Majeure" means any act or event that prevents a party from performing its obligations in accordance with the Agreement where the act or event is beyond the reasonable control and not the result of the fault or the negligence of the affected party and such party is unable to overcome such act or event through the exercise of due diligence. Such acts and events, include but are not limited to, acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, and restraints or injunctions, not resulting from a party's breach of any terms and conditions of this Agreement or any other contractual commitment. Force majeure acts or events do not include: economic or financial events that impact the Service Provider's ability to access or use financial resources; or labor disputes or strikes. Weather that causes City closures or delayed starts, as referenced in the Severe Weather Protocol in Exhibit A, is not a force majeure act or event. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within ten (10) days from the onset of such condition.

19. Disputes Resolution. Except in the event of a Default, pursuant to Section 20, the Parties shall attempt to resolve disputes as follows:

- A. Informal Dispute Resolution. The Parties will use reasonable efforts to resolve any disputes under this Agreement through negotiation. If a dispute arises between the Parties, the primary Representative for each Party will first strive to work out the problem internally. If the Representatives are unable to resolve the dispute within ten (10) days of commencing discussions, then either Party may deliver a written notice to the other Party describing the nature and substance of the dispute and proposing a resolution (the "Notice of Dispute").

- B. Executive Negotiation. During the first ten (10) days following the delivery of the Notice of Dispute (and during any extension to which the Parties agree) an authorized executive of each Party shall attempt in good faith to resolve the dispute through negotiations. If such negotiations result in an agreement in principle to

## EXHIBIT A

settle the dispute, they shall cause a written settlement agreement to be prepared, signed and dated, whereupon the dispute shall be deemed settled, and not subject to further dispute resolution.

- C. Unresolved Disputes. Upon the Parties' mutual written agreement, any dispute under this Section 19 may be submitted for resolution to mediation to occur in Fort Collins, Colorado. The Parties reserve all rights to adjudicate any dispute not submitted to mediation under this Section 19 of the Agreement. In the event of mediation, the Parties shall share the cost for the mediator(s) equally and each party shall be solely responsible for their own legal counsel expenses.

20. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

21. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail themselves of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

22. Performance Security.

- A. The Contractor shall provide performance security by providing the City an irrevocable letter of credit in a form satisfactory to the City ninety (90) days prior to the Service Commencement Date. The amount of the letter of credit will be One-Million Dollars (\$1,000,000) issued by a local, federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC or A or higher by Standard & Poor's, Moody's Investor, or comparable agency as determined by the City.
- B. The irrevocable letter of credit shall contain the following endorsement, "At least sixty (60) days prior to cancellation, replacement, failure to renew or material alteration of this irrevocable letter of credit, written notice of such intent shall be given to the City by the financial institution. Such notice shall be given by certified mail to the City of Fort Collins, Purchasing Director, 215 North Mason, Fort Collins, CO 80522."
- C. The irrevocable letter of credit shall be released to the City in the event this Agreement is terminated by reason of breach or default of the Contractor. The irrevocable letter of credit will be released to Contractor at the end of the Agreement Term, provided there is no outstanding breach, default, or other payment deductions or adjustments.

EXHIBIT A

D. The rights reserved to the City with respect to the irrevocable letter of credit are in addition to all other rights of the City, whether reserved by this Agreement, or otherwise authorized by law, and no action, proceeding or right with respect to the irrevocable letter of credit shall affect any other rights the City has or may have under the law.

23. Entire Agreement; Binding Effect; Order of Precedence; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties regarding this transaction and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations not contained in this Agreement shall not be binding on the parties. In the event of a conflict between terms of the Agreement and any exhibit or attachment, the terms of the Agreement shall prevail. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind such party to the terms of this Agreement.

24. Indemnity. The Contractor agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

The Contractor shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

25. Compliance with Law: The services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county and City laws, ordinances, rules and regulations. Contractor must be properly licensed by the City to perform Collection Services.

26. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the City subsequently agrees in writing that the matter may be heard in federal court, venue will be in Federal District Court in Denver, Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

27. Prohibition Against Unlawful Discrimination. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, affirmatively ensures that for all contracts entered into with the City, disadvantaged business enterprises are afforded a full and fair opportunity to bid on the contract and are not to be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## EXHIBIT A

The City strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its vendors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party vendors and their subcontractors at every tier.

28. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the City of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.
29. Colorado Open Records Act. The Contractor hereby acknowledges that the City is a public entity subject to Sec. 24-72-201 et seq. of the Colorado Revised Statute (CORA). This Agreement is subject to public disclosure in whole pursuant to CORA.
30. Survival: Any terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

**Signature Page Follows**

EXHIBIT A

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

**CITY OF FORT COLLINS**

**CONTRACTOR**

\_\_\_\_\_  
Kelly DiMartino, City Manager

\_\_\_\_\_

\_\_\_\_\_  
Date

**CITY OF FORT COLLINS**

\_\_\_\_\_  
Gerry Paul, Purchasing Director

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

\_\_\_\_\_

**ATTEST**

\_\_\_\_\_

EXHIBIT A

**EXHIBIT A**

**SCOPE OF WORK/COLLECTION SERVICES**

EXHIBIT A

**EXHIBIT B**

**OPERATION SPECIFICATIONS**

EXHIBIT A

**EXHIBIT C**

**CONTRACTOR PERFORMANCE**



EXHIBIT A

**EXHIBIT D**

**PRICING**

EXHIBIT A

EXHIBIT E

INSURANCE

The Contractor will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Contractor shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

Insurance certificates should show the certificate holder as follows:

City of Fort Collins  
Purchasing Division  
PO Box 580  
Fort Collins, CO 80522

The City, its officers, agents and employees shall be named as additional insureds on the Contractor's general liability and automobile liability insurance policies **by marking the appropriate box or adding a statement to this effect on the certificate**, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Contractor shall maintain during the life of this Agreement for all of the Contractor's employees engaged in work performed under this agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee, or as required by Colorado law.
- B. General Liability. The Contractor shall maintain during the life of this Agreement such General Liability as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for General Liability, shall not be less than Two Million Dollars (\$2,000,000) each occurrence and Four Million Dollars \$4,000,000 aggregate.
- C. Automobile Liability. The Contractor shall maintain during the life of this Agreement such Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for Automobile Liability, shall not be less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage.

## EXHIBIT A

In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

**EXHIBIT F**

**CONFIDENTIALITY**

**IN CONNECTION WITH SERVICES** provided to the City of Fort Collins (the “City”) pursuant to this Agreement (the “Agreement”), the Contractor hereby acknowledges that it has been informed that the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as “information”) that are the property of and/or relate to the City or its employees, customers or suppliers, which access is related to the performance of services under this Agreement, the Contractor hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the City may be confidential and/or proprietary. The Contractor agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City, or that is used by the City in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the City). The Contractor shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Contractor shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

As part of the Services provided to the City under this Agreement, the Contractor will maintain, store or process personal identifying information, as defined in C.R.S. § 24-73-101. Pursuant to C.R.S. § 24-73-102, Contractor shall implement and maintain reasonable security procedures and practices that are: appropriate to the nature of the personal identifying information disclosed to the Contractor in furtherance of this Agreement; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

The foregoing to the contrary notwithstanding, the Contractor understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Contractor shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

In the event that the Contractor ceases to perform services for the City, or the City so requests for any reason, the Contractor shall promptly return to the City any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Contractor understands and agrees that the City’s remedies at law for a breach of the Contractor’s obligations under this Confidentiality Agreement may be inadequate and that the City

## EXHIBIT A

shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.



EXHIBIT A

Financial Services  
Purchasing Division  
215 N. Mason St. 2<sup>nd</sup> Floor  
PO Box 580  
Fort Collins, CO 80522  
970.221.6775  
970.221.6707  
[fcgov.com/purchasing](http://fcgov.com/purchasing)

## ADDENDUM NO. 1

RFP 9648 Residential Solid Waste Collection Services

CLOSING DATE: 5:00 PM MT (Our Clock) October 24, 2022

To all prospective proposers under the specifications and contract documents described above, the following changes/additions are hereby made and detailed in the following sections of this addendum:

### Exhibit 1 – Questions and Answers

Please contact Gerry Paul, Purchasing Director, at [gspaul@fcgov.com](mailto:gspaul@fcgov.com) with any questions regarding this addendum.

**RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED BY A WRITTEN STATEMENT ENCLOSED WITH THE REQUEST FOR PROPSAL STATING THAT THIS ADDENDUM HAS BEEN RECEIVED.**

**Questions and Answers:**

1. For Bulky Items Scenario 2, is that an on-call service? Customers would call in to request pick-up.

**Answer:** On-call means that the service is only provided when a Customer calls to request the service (as opposed to regularly-scheduled service).

2. Does Fort Collins have a storage yard we could use to store carts as they are deployed?

**Answer:** Proposals must reflect the RFP request that the Contractor is responsible for securing space for cart storage during assembly and delivery. Contractors may also propose an alternative scenario proposing the City provide a space and related cost savings.

3. What process was used to gather information related to container size currently in use by residents?

**Answer:** One of the requirements of Fort Collins' hauler license is that haulers report the number of homeowners' association and open market customers and the size of cart to which they subscribe. The table in the Request for Proposals (RFP) is a compilation of that information from 2021 reports from all residential haulers currently servicing Fort Collins.

4. On the bulky item definition, is it correct that anything over 60 pounds is not considered a bulky item?

**Answer:** The following items are always excluded from the Bulky Items collection: Hazardous Waste, Electronics, Yard Trimmings, Recyclable Cardboard.

The following items may be included in the Additional Fee Bulky Items at a fee determined by the Contractor: items that weigh over 60 pounds, items larger than 6' x 6', and other items identified by the Contractor.

5. Will the City of Fort Collins be responsible for maintaining the Utility lines within the Alleyways? Our firm requires a minimum height of 15ft to enter the alley safely.

**Answer:** Fort Collins utility lines are primarily underground. In general, the owner of the utility line is responsible for its maintenance. There may be various owners of any overhead lines in Fort Collins alleys.

6. Will code enforcement handle overgrown trees to ensure we can safely navigate the alleys and roadways?

**Answer:** The City Forester is generally responsible for the maintenance of trees within the City's rights-of-way and on other City property.

## EXHIBIT A

For trees located on other property, the property owner is responsible for tree maintenance, including for trees in an alley adjacent to the property up to the center line of the alley.

Property owners must ensure tree branch growth is maintained at a height no lower than 14 feet over the travel lanes of a street or alley.

If a property owner fails to maintain a tree as required by the City Code, the City Forester may provide notice to the property owner that the work must be accomplished. If the tree has not been brought into compliance as required by the City Forester, the work may be done by the City.

For a complete understanding of tree maintenance responsibility within the City, see Chapter 27 of the Fort Collins City Code.

7. Section 5.1 Carts: Will the City consider the option of using one color for all cart bodies and different lids to designate Garbage, Recycle, and Yard Waste?

**Answer:** Proposals must reflect the RFP request, and the City's preference is, that cart bodies and lids be the same color. Contractors may also include an alternative proposal in which cart bodies would be all one color with different color lids along with corresponding cost savings.

8. On page 13 of the RFP, taking the Yard Trimmings to a permitted/licensed facility is detailed. Currently, in the publicized Policy Advisory Council Notes from Larimer County website dated 9/8/22, it is not a guarantee the Compost Facility will be funded. *EX: The estimated Compost Facility would be \$6,250,000. If pricing for the North Landfill and Transfer Station is more than anticipated, the Compost Facility will not be funded as anticipated. Reference: [Solid Waste Policy Advisory Council Packet Document \(4\).pdf](#)* Beyond not having disposal rates secured at a facility that may or may not be built, should Contractors explore any other area disposal permitted outlets and they cannot handle the volume, how does the City recommend Contractors handle this volume?

**Answer:** There are several regional facilities other than the potential Larimer County facility that can accept yard trimmings.

9. As a way to achieve more favorable sustainability goals and lower customer pricing, would the City of Fort Collins consider a contract length of 7-10 years versus 5 years?

**Answer:** Proposals must reflect the RFP request for a 5-year contract length. Contractors may also propose a term length greater than 5 years, not to exceed 10 years with corresponding cost savings. A contract term longer than 5 years would require City Council approval via an ordinance.

10. At the Contractor's determination, can we require some residential customer segments who predominantly receive alley service to all have their carts serviced in the alley, versus some residents selecting curbside?

**Answer:** One of the City's objectives of the contract services is to provide a level of service equal to or better than the current service level. Residential customers on a



block that predominately receives alley service are currently able to select curbside service as an alternative.

Proposals must reflect the current service level. Contractors may also submit an additional alternative approach and related cost savings.

11. In the attached RFP, can the winning Contractor request the right to negotiate the final contract with the City?

**Answer:** The RFP includes a sample Agreement that the City intends to use for obtaining the services under this RFP. As stated in the RFP, any objections to the terms of the contract need to be stated in the proposal with suggested revisions. The City will consider negotiating the final contract terms with the selected Contractor, based on the objections stated as part of the Contractor's proposal.

12. Based on the Pre-Bid Meeting Call last week, we understand that Yard Trimmings are part of the bundled package with MSW and Recycling. By being bundled together with these other services, it is our understanding that PAYT Guidelines, with 100% multipliers among the tiers labeled Small, Medium and Large Cart Packages, must be followed. Can you please confirm this is accurate?

**Answer:** All pricing scenarios are based on 100% price difference between small, medium and large solid waste carts. All pricing scenarios include recycling for no additional charge. The "Yard Trimmings Collection Service" column in the pricing sheet indicates whether that pricing scenario is based on bundled or optional yard trimmings service.

Bundled yard trimmings collection means 100% of customers receive yard trimmings collection as part of the core services rate for no additional charge.

Optional yard trimmings collection means that customers would be automatically enrolled in the service but could contact the Contractor to decline collection service and receive a reduction in their core service price. The pricing sheet includes a field to enter the amount of reduction in the customer's bill if the customer elects to decline service (cell D48). The City estimates 75% of Customers would participate in the optional service scenario.

13. **Page 15 Section 4.4 - Dumpster Service for MFUs and Commercial Customers:** Is it required to provide pricing in this section, as there are multiple factors to consider: frequency of the service, enclosure considerations, potential recycling contamination and fees, location nuances, and the fact MFUs and Commercial Customers are subject to open market in the State of Colorado?

**Answer:** Contractors are required to provide pricing for dumpster service for Multi-Unit and Commercial Customers. The Pricing Sheet (Attachment 3 of the RFP) states the service frequency and various dumpster sizes by type. If there are other considerations that may impact pricing for the dumpster service, please state these factors and the associated financial impact as part of the proposal. Dumpster service may or may not be included in the final scope of the contract.

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14. For the customer hold time, would the City consider a 90-second prompt to receive a call back as “answered” within the 2-minute time frame? This would be whether the resident chooses to continue holding or asks for a call back in the order their call was received.

**Answer:** Proposals must reflect the RFP request for calls to be answered within two minutes. Contractors may also submit an additional alternative approach and related cost savings.

15. Can you define what the City deems as uncontrollable rates/cost on page 23? Does the City consider it be a certain percentage and above?

**Answer:** An uncontrollable rate/cost is an expense over which the Contractor has no direct control. Under this contract the City anticipates uncontrollable costs may potentially include 1) fuel, 2) tip fees, and 3) changes in regulations. As part of the contract negotiations the City intends to negotiate and establish the specific indices for fuel and tip fees which will be the basis for considering an annual price adjustment above the lesser of the Denver-Boulder-Greeley Consumer Price Index (CPI) or three percent.

16. How big is the sample size for estimates in table 1 for small, medium, and large carts?

**Answer:** One of the requirements of Fort Collins’ hauler license is that haulers report the number of homeowners’ association and open market customers and the size of cart to which they subscribe. The table in the Request for Proposals (RFP) is a compilation of that information submitted for 2021 by all residential haulers currently servicing Fort Collins.

17. There is an inconsistency/contradiction in RFP surrounding the amount of time to exchange out carts – Section 5.8 says must respond within 2 days, Section 5.1 says we need to respond within 2 days but 7 days to deliver the carts. I would like clarity that it means we need to provide a response within 2 days but have 7 days to actually deliver the carts.

**Answer:** Thank you for identifying this inconsistency. The accurate text for both sections is:

*“Contractor shall collect, deliver or swap carts for any service change requests and fulfill Bulky Items collection requests within 1 calendar week.”*

18. For non-payment accounts is there a method the City would like to propose or do you want Contractor to specify that? Do we put them down to super saver service or other approach?

**Answer:** The City does not specify a process for addressing non-payment accounts. Contractors shall propose how they would handle non-payment accounts.

EXHIBIT A

19. Does this RFP apply to the junk removal business?

**Answer:** This RFP does not apply directly to on-call junk removal Customers. Although pricing is requested for Bulky Items and dumpster service, the City intends to award a contract to one firm for ongoing residential solid waste cart-based services which may also include some level of services for Bulky Items and dumpsters.

20. Does this RFP apply to firms offering large roll-offs?

**Answer:** This RFP does not apply directly to on-call roll-off services. Although pricing is requested for dumpster service, the City intends to award a contract to one firm for ongoing residential solid waste cart-based services which may also include some level of services for Bulky Items and dumpsters.