

Request for Proposals Municipal Trash and Recyclables Collection City of Lafayette, Colorado

1. Introduction

The City of Lafayette (City) is soliciting proposals from qualified contractors for the provision of single-family residential trash and recyclable materials (i.e., refuse) collection services. The services specified in this Request for Proposal (RFP) represent a departure from past City practices. Under the new system, refuse collection will be shifted from multiple private contractors who contract individually with homeowners to a city-wide contract. Participation in the city-wide refuse collection program will be optional in that residents may opt out of the service, and the contractor will not be compensated for these accounts. However, City collection fees will still be assessed against those homeowners who chose not to participate in the city-wide program. The one exception to this is those Homeowner Associations (HOA's) that currently offer their residents a minimum level of curbside recycling collection services. Those HOA's may receive an "exemption from participation" and it's residents would thus be exempt from the City collection fee. The City intends to award a contract as a result of this RFP process. A start date for collection services is to be set by mutual agreement between the City and the contractor, and is anticipated to be sometime in early 2nd quarter of 2007. Questions may be referred to, and photocopies of this proposal may be obtained from Doug Short, Director of Public Works, at (303) 665-5588, ext. 3322. Proposals shall be sent to the Department of Public Works, 1290 South Public Road, Lafayette, CO 80026 in a sealed envelope marked, "City of Lafayette Refuse Collection Proposal" and shall be received by 4:00 p.m. on June 2nd, 2006.

2. General Information

2.1 *Demographics*

The City has an estimated population of 25,800 people residing in an approximately 8.2 square mile area. The City contains an estimated 10,000 single-family household units. The City anticipates that the number of "HOA exempted households" could be as high as 5,000, thus leaving the remainder to be included in the new City-sponsored collection program.

There are an additional 157 accounts in the City's utility billing system comprised of multi-family units (MFUs), and 1,455 dwelling units are estimated to comprise these 157 accounts. Refuse and recyclables collection from MFUs is not part of this request for proposals.

Commercial and industrial complex are not part of this request for proposals.

2.2 City Goals and Objectives

The City intends to provide trash pick-up and curbside recycling for all single-family residences within the City, and to bill this service as part of the monthly utility bill. The City intends to make this a long-term service to the residents of the community, with the transition to this service transparent to the customer. The City believes in maintaining a high level of commitment to quality customer service. In procuring the services described in this RFP, the City seeks to provide high quality public services that are convenient for the residents. In addition, the City seeks to provide services that help citizens decrease the amount of solid waste sent to landfills and increase waste reduction and recycling practices.

2.3 Reservation of Rights

This request for proposals is a solicitation and not an offer to contract. The City reserves the right to reject any and all proposals. The City further reserves the right to issue clarifications and other directives concerning this request for proposals; to require clarification or further information with respect to any proposal, and to determine the final terms of any contract. Interviews will be required by the City with selected contractors to clarify contractor proposals and to allow for contract negotiations. Acceptance of any proposal will be based upon factors including, but not limited to: costs for service; completeness of proposal; thoroughness of information provided; customer service standards; value added service; and prior successful contractor performance with waste collection systems similar to a scale described herein.

3. Basis of Proposal

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

3.1 Unit-Based Pricing

The contractor shall provide a proposal indicating charges for weekly trash removal and removal of recyclables no less than bi-weekly. The price structure shall be unit-based to encourage customers' reduction in trash removal, while maximizing the amount of recyclables processed. At a minimum, the contractor should offer a reduced "waste buster" rate for households that want to be rewarded for practicing waste reduction behavior. The proposal should include the cost for removal of both trash and recycled material.

3.2 Additional Services

The Contractor may provide a list of additional services that may be provided, together with a price list for such services. These services may include but are not limited to bulky item pick-up, participation in City Clean-Up Day, and green recycling.

3.3 Recyclable Material

Recyclable material shall be delivered to the Boulder County Recycling Center (BCRC), or other facilities that may be designated by City Council. Recyclables shall be collected

in material streams acceptable to the BCRC, either separated by material or commingled according to what is mutually acceptable to the City, the contractor and the BCRC. The contractor should provide a proposal of how recyclables will be accepted and how often they will be collected. The recyclable materials will remain the property of the City. Consequently, all revenues received from or costs due the Boulder County Recycling Center for the City's recyclable materials, shall be the City's.

3.4 Collection Bins

TRASH bins - Contractor shall provide information to the City about what types and sizes of bins will be provided to the customers, how requests for changes in bin sizes will be accommodated.

RECYCLING bins – The City will provide the households with one recycling bin for “single-stream” recycling collection service to be provided by the contractor.

3.5 Alley Collection

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

3.6 Hours and Days of Operation

All collections shall, except as expressly permitted by the City be limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday. Saturday and Sunday collections are not permitted unless expressly authorized by the Director of Public Works. The City will work with the selected contractor to divide the City into collection areas, and assign a collection day to each area. The proposal should include a proposed schedule that meets this framework and that accommodates changes due to inclement weather and holidays.

3.7 Holiday Schedules

Holidays shall be New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a weekday, then the Saturday following the holiday may be authorized as a catch-up collection day.

3.8 Trucks and Equipment

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

3.9 Use of Subcontractors

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

3.10 Promotion and Education

The contractor will work with the City to provide service-oriented information to customers and for developing and executing public education to encourage waste reduction and diversion. Specifically, 30 days prior to the commencement of service the contractor shall provide an 8-1/2" x 11" two-color insert to be included in each customer's monthly bill (approximately 8,000 inserts required). This insert will inform City residents of the specifics of the trash and recyclables collection program, including a collection schedule, a listing of what materials can go into the recyclable materials bin, instructions on the proper handling of the collection bins, instructions on what customers are to do with trash that does not fit into the collection bins, etc. The contractor shall provide another such insert at six months into the contract, and each twelve months thereafter. At the same time, contractor shall provide a complete list of fees and services offered to each customer. The contents of the insert will be approved and by the City. Another option the City may require is that the inserts will be directly mailed to all customers by the contractor.

3.11 Public Informational Meetings

Upon selection but prior to implementation of the trash collections service, the selected Contractor will be required to participate with City staff and Council in two or more public meetings which will describe the new service to City residents/customers.

3.12 Customer Service

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

3.13 Proposed Term of Contract

The contractor shall provide proposals for three and five year terms of the contract. Alternatives for longer terms may be presented for consideration.

4. Qualifications of Propose

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

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

5. General Terms

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

5.1 Maintenance of Records and Reporting

The contractor shall maintain in its local office full and complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the City. Reports shall be submitted by the tenth day of each month to the City documenting the following information:

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

5.2 Compensation Payment Schedule

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

The City recognizes that one of the primary costs of the contractor to fulfill this contract is the price of vehicle fuel which is outside the control of the contractor. The City is willing to negotiate an "energy shock" clause based upon using the following US Energy Information Administration (USEIA) Index:

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

5.3 Failure to Perform, Remedies, Termination

The City expects high levels of customer service and collection service provisions. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions. Section 5.4 details default provisions and procedures.

5.4 Penalties

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

Action or Omission	Penalties
Commencement of residential collection prior to 7:00 a.m. or continuance after 7:00 p.m. except as expressly permitted.	\$100.00 per incident (each truck on each route is a separate incident).
Failure to collect spilled materials.	Twice the cost of cleanup to the City plus \$1,000 each incident
Leakage from contractor vehicles or vehicle contents.	\$500 each vehicle, each inspection.
Failure to collect any and all garbage, recyclable materials, and yard debris within one business day after notification.	\$250.00 each incident.
Collection from residential premises on other than the day specified excluding inclement weather or holiday schedule.	\$50.00 per structure.
Collection as garbage of source-separated recycling.	\$1,000.00 per incident.
Misrepresentation by contractor in records or reporting.	\$1,500 per incident.
Failure to make required reports on time.	\$500.00 per incident.
Failure to maintain clean and sanitary vehicles.	\$250.00 per vehicle per occurrence.

The above table is not an exclusive list of the acts or omissions for which a penalty may be assessed. Also, the contract shall include provisions detailing those acts and omissions of the contractor which shall be considered violations or breaches of the contract. The contract will reserve to the City the right to exercise any and all remedies it may have

with respect to these and other violations and breaches. Any schedule of penalties shall not affect the City's ability to terminate the contract for breach.

5.5 Contract Default

Contractor shall provide a bond in the amount of \$100,000 or equal to the cost of three month's service to the City, whichever is greater, to cover the City's costs in the event of contractor default. The contract for the services will include a number of provisions protecting City interests in case of contractor default. These provisions may include requirements for surety interest in the contractor's equipment. The contract will also include provisions for successive levels of dispute resolution prior to litigation.

5.6 Force Majeure

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

5.7 Indemnification and Insurance

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

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

5.8 Compliance with Laws and Miscellaneous

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

6. Self-Reliance

The City makes no guarantee on any of the estimates contained in the RFP and provides this data for informational purposes only. Contractors are expected to conduct their own investigations and research of relevant information used to develop their proposals, including but not limited to the estimated number and type of housing units, anticipated participation, diversion, container weights and all conditions related to the services provided.

The contractor shall make no claims against the City as a result of estimates or projections used herein, statements, or interpretation of data by City staff or its agents