TOWN OF NEW CASTLE
Planning/Code Administration

Transmittal Memo

To: Tom Baker

From: Tim Cain

Date: January 11, 2013

Re: 2013 Waste/Recycling RFP

Recommendation: The 2010 RFP was used as a template for the 2013 RFP. Council to consider the revisions and & provide staff with direction

Policy Implications: Council has previously approved all RFPs; there are no new policy implications

Budget Implications: To be determined by selected applicant

Tim Cain
Department Head

Consultant needed at Council Meeting? Whom? Estimated cost, if known: None

Background: The current contract with MRI expires on March 31, 2013. The revised 2013 RFP notes the following changes:

1) Page 1 – contractor to pick up recyclables once per week
2) Page 2 – contractor shall indicate current use of vehicles using alternative fuels or future plans of purchasing or retro-fitting current vehicles
3) Page 2 – contractor shall disclose information about fuel surcharges or credits…..
4) Page 2 – contractor shall provide information in both English and Spanish
5) Page 2 contractor is to provide educational outreach/opportunities a minimum of four times a year one of which will be to partner with a local non-profit to promote reuse and recycling
6) Page 2 & 3 – see list of Educational Opportunities
7) Page 3 – contractor shall provide quarterly reports about residential and industrial/commercials/Multi-family Units although the latter is not a part of the contract – (see type of data we want a contractor to supply)
8) Page 5 – there are changes that John Wenzel has made for more efficient services under **"Other services"**

Request for Proposals
Municipal Trash and Recyclables Collection
Town of New Castle, Colorado

The Town of New Castle is soliciting proposals from qualified contractors for trash and recyclable materials collection services. The Town intends to award a contract as a result of this RFP process. The Town's current contract expires on March 31, 2013. The contractor must be able to provide trash service beginning April 1, 2013. Questions may be referred to Tom Baker, Town Administrator, P O Box 90, New Castle, CO 81647, telephone (970)984-2311. Proposals shall be sent in a sealed envelope marked, "Town of New Castle Refuse Collection Proposal" and shall be received by 5:00 p.m. on February 13, 2013.

The Town has an estimated population of 4500 people and contains an estimated 1,500 single-family household units. There are additional residential accounts in the Town's utility billing system comprised of multi-family units (MFUs). Collection from MFUs is not part of this request for proposals. Also, commercial and industrial complexes are not part of this request for proposals.

This contract is for trash pick-up for most single-family residences within the Town; citizens are not required to participate in the Town sponsored service. The Town believes in maintaining a high level of commitment to quality customer service. In procuring the services described in this RFP, the Town seeks to provide high quality public services that are convenient for the residents. In addition, the Town seeks to provide services that help citizens decrease the amount of solid waste sent to landfills and increase waste reduction and recycling practices.

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

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

The Town wishes to enter into a contract wherein the Town and its contractor are both environmentally responsible and economically reasonable. Recycling is a key element in this effort. The Town's current contract requires the contractor to provide recycle bins, and to pick up recyclables curbside once per week. The contract recognizes that some recyclable materials are not marketable, and allows the contractor determine acceptable materials for recycling.

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The Town wishes to expand its recycling effort, without creating an undue economic burden in the process. Since each contractor may have different approaches to recycling, as well as the ability to provide recycling services, the proposal must include a detailed discussion of recycling. This must include options available for recycling, and the contractor's preferred approach to recycling. The Town is interested in instituting a "Pay-As-You-Throw" program and will highly consider a proposal for this option.

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. The Town 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 Town may contain provisions regarding equipment weight, leak proofing, and similar performance standards.

The contractor shall indicate current use of vehicles using alternative fuels or future plans of purchasing or retrofitting current vehicles. The contractor shall disclose information about fuel surcharges or credits that shall be based upon a formula to be mutually agreed upon by both prospective contractor and the Town of New Castle. The 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.

The contractor will work with the Town to provide service-oriented information to customers and for developing and executing public education to encourage waste reduction and diversion. Specifically, no less than 15 days prior to the commencement of service the contractor shall provide an information package in English and Spanish to every customer, informing Town residents of the specifics of the trash and recyclables collection program, including a collection schedule, a listing of what materials can go into the trash and recyclable materials bins, instructions stating permitted collection bins, the proper handling of the collection bins, and instructions on what customers are to do with trash that does not fit into the collection bins, etc. The information package must also include the company name, local address and phone number, and the name and number of the company's local representative. Contents of the information package must be reviewed and approved by the Town prior to distribution. The Town must also approve the method(s) of distribution. The contractor will be responsible for all costs of preparation and distribution of the information package. The contractor will be required to provide similar information packages for all new customers and regular information updates on a quarterly basis throughout the term of the contract.

The contractor is to provide educational outreach/opportunities a minimum of four times a year. However, in the first year three times will be required and four times in each year thereafter. A minimum of one of the events will be to partner with a local non-profit to promote reuse & recycling community event.

Menu of Educational Opportunities can include:

- Information booth at Town events e.g. Chili Cook-Off, Burning Mountain Festival, Hogback Hustle & Community Market (farmers)

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- Quarterly newsletter
- Educational seminars or workshops
- Social media such as Facebook, Twitter & electronic newsletters

- Meet with senior housing folks, HOA's, Chamber members, churches, etc.
- Individual mailing to each residential household served discussing some of the items below:
    - Back yard composting
    - Community and backyard gardens
    - Benefits of recycling/reuse
    - Future trends in recycling/reuse
    - Electronic waste
    - Explanation of contaminated recycling wastes

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

Contractor shall provide the Town with quarterly reports which include information about New Castle residential customers and industrials/commercials/MFU's services (only residential is part of the contract). The purpose of this is, although the contract is for residential customers only, the Town would like information on other customers that the contractor services in New Castle:

- Number of households & commercial being served
- Baseline data on number of households that are recycling
- Baseline data on commercial & multi-family clients to include above
- Diversions: report on volumetric collections to encourage reduction of trash being placed in landfills & to promote more recycling

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.

The contractor shall provide proposals for a three-year contract. Alternatives for longer terms may be presented for consideration.

The Town 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 sufficient experience providing trash and/or recycling collection services.
2. Evidence that the contractor is in good standing in the State of Colorado.
3. A copy of the latest available financial statements of the contractor (or, if the contractor is

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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 Town contract.
5. Such additional information as will satisfy the Town that the contractor is adequately prepared to fulfill all of the terms of the contract.

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

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

The contractor shall bill the Town monthly for services provided. The contractor shall coordinate with the Town's Finance Department to establish mutually acceptable billing forms. The Town will retain full auditing rights of contractor's accounting records as they pertain to the Town's contract.

The Town 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.

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.

The contractor shall be required to indemnify and hold harmless the Town, 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 insurance, and vehicle liability insurance used in performance of the contract. The Town, its officers and employees, shall be named additional insured as respect to required coverage for particular operations, subrogation, production of certificates, cancellation, and insurer ratings.

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 Town may require.

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The proposal must clearly specify the following:
Base bid: $_____ / residence / month
Recyclables: (if not included in base bid)
$_____ / residence / month for weekly pickup
$_____ / residence / month for 2 week pickup
$_____ / residence / month for provision of centralized recycling collection center(s) in addition to curbside pickup
$_____ / residence / month for provision of centralized recycling collection center(s) instead of curbside pickup

Other services
$_____ / residence / month
(Describe and explain "other services" proposed) NOTE: Specify if recyclables are to be co-mingled or separated. If proposing both options, provide cost for both.

$_____/ 40 yd container for bi-annual Town clean-up week. Estimated 120 yards per event.
$_____/ 5 yd container / for bio solid cake waste from the Wastewater treatment plant. Estimated 5 yd per quarter (as needed service)

$_____/ 2 yd container / month for weekly pickup at Town Facilities.

$_____/ 3 yd container / month for weekly pickup at Town Facilities.

$_____/ 4 yd container / month for weekly pickup at Town Facilities.

$_____/ 6 yd container / month for weekly pickup at Town Facilities

$_____/ month to service 6 town owned porta-potties located in the Town parks, cemetery, etc. Service to be performed on a weekly basis.

$_____/ month to lease and service 2 porta-potties. Service to be performed on a weekly basis. One porta-potty from March through November, the second from May through July.

$_____/ month to service 2 town owned concrete vault toilets located in the Town parks. Cleaning Service to be performed on a weekly basis, pumping service to be performed on an as needed basis.

The Town 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 Town as a result of estimates or projections used

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herein, statements, or interpretation of data by Town staff or its agents.

Thank you for your interest in providing services for the Town of New Castle.

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