I. PURPOSE:
   A. The intent and purpose of this Request for Proposal (RFP) is to establish a contract through
      competitive negotiation for Garbage Collection Services for the Town of Palisade, Colorado
      herein after referred to as “Town”.

II. BACKGROUND:
   A. The Town of Palisade, Colorado was incorporated April 4, 1904 and is in Mesa County. It is
      home to approximately 2,700 residents and covers a total area of 1.1 square miles. This historic
      town sits at the base of Mount Garfield and is the epicenter for orchards and vineyards in
      Colorado. More information about Palisade can be found at www.townofpalisade.org

III. STATEMENT OF NEED:
   A. The Town of Palisade is seeking proposals from qualified contractors to provide a cost effective
      and efficient garbage, rubbish, and waste matter collection service to maintain and promote the
      health, welfare, and orderly appearance of the Town. Garbage shall refer to garbage, rubbish, and
      waste matter for the entirety of this RFP unless specifically noted. This service contract will be
      awarded for 24 consecutive months starting May 1, 2020 and be eligible for a maximum of 3
      annual contract extensions after the end of the initial contract term at the discretion of the Town.
      The contract award will be subject to annual governmental appropriations and can be terminated
      at any time if resources are not appropriated to the program.
   B. **General Specifications:** The Town currently provides garbage collection to 780 residential
      customers with the use of contractor-owned 35/68/95 gallon wheeled garbage carts. The Town
      also provides refuse collection to 16 commercial customers through use of 2 and 3 yard
      dumpsters. All garbage collected under this proposal shall be disposed of in accordance with all
      applicable federal, state, and local laws, rules, regulations, and ordinances including but not
      limited to Town of Palisade, Mesa County, Colorado, Colorado Department of Public Health and
      Environment, Colorado Board of Health, Colorado Air Quality Control Commission, Colorado
      Solid and Hazardous Waste Commission, Colorado Water Quality Control Commission, and the
      United States Environmental Protection Agency. The proposal submitted does not need to
      conform to current practices, however, a detailed plan of collection shall accompany the
      contractor’s proposal should the proposal not conform to current practices.
   C. **Rates:** The Town plans to charge customers a flat rate for this service based on the number of and
      type of containers used. The Town will handle customer billing. The contractor shall provide all
      labor, equipment, fuel, and pay all disposal fees. The contactor shall propose rates for services to
      fully recover all costs for services provided. Rates will be set by the Town Board of Trustees
      under the advise of the Town Administrator or authorized representative.
   D. **Service Requirements**
      i.  The offeror shall provide at minimum regular weekly garbage collection services for all
          residential and commercial customers.
      ii. The contract shall include a proposal for a recycling program. This program can include
          curbside collection, central location collection, or other process. This proposal shall be clearly
          described in the proposal.
iii. Limited Access Locations: Currently there are townhouses, apartment complexes, and limited access areas where carts are placed in designated areas away from the physical address to allow collection. It is the responsibility of the offeror to become familiar with the unique access locations.

iv. Holidays: The offeror shall observe all of the following New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any day which the disposal facility is closed.

v. Special Events: Garbage carts will need to be provided for events which occur throughout the year. Typically, these events occur on Friday, Saturday, or Sunday and are collected on Monday mornings. Advance notice for scheduling will be provided.

vi. Collection Equipment: All vehicles and equipment used in providing garbage collection services shall meet all United States DOT, and Colorado standards for commercial trash collection vehicles and shall be appropriate for their intended use on Town public roads, private roads, and parking lots within the service area. It is the responsibility of the offeror to become familiar with any unique road surface, width, or other access limitations within the service area.

vii. Representation: The offeror shall provide a local representative to act as the Town’s primary point of contact in the coordination of services, resolution of complaints, and general information sharing. This employee shall be able to respond to problems in the field in a timely manner and shall be available by phone during the normal hours of providing these services.

viii. Town Facilities: The offeror shall provide garbage collection at the following Town facilities: Community Center, 120 West 8th Street; Town Shop, 197 East Third Street; Fire Station, 341 West 7th Street; and Civic Center, 711 Iowa.

ix. All contractual services shall be in compliance with the Town of Palisade Municipal Code as it applies to these services, specifically Chapter 7, Article 2.

E. Additional Requirements

i. The award of this contract shall constitute the exclusive right to collect garbage on behalf of the Town. Town residents and businesses are not bound to utilize Town administered garbage collection.

ii. Proposals may include services other than those currently being offered, for consideration by the Town.

iii. Prior to commencement of any work, the offeror shall provide to the Town a certificate of insurance with endorsement naming the Town as an additional insured with respect to the services provided in this contract. Insurance will have the following minimum coverage:

1. Worker’s Compensation – Statutory requirement
2. General Liability
   a. General Aggregate - $2,000,000
   b. Products COM/OP AGG - $1,000,000
   c. Personal and ADV Injury - $1,000,000 Each Occurrence
3. Automobile Liability - $1,000,000 Combined Single Limit
4. Excess Umbrella Liability - $1,000,000
iv. The Town will administer all billing and bill collections for trash customers. The awardee will be paid directly by the Town through invoicing for services provided.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. GENERAL REQUIREMENTS:

i. RFP Response: In Order to be considered for selection, Offerors must submit a complete response to this RFP. One searchable USB drive with the proposal shall be submitted. Also, one (1) original and three (3) copies of each proposal must be submitted to:

Travis Boyd, Finance Director
Town of Palisade
175 East 3rd Street
Palisade, CO 81526
Identify on the outside of envelope: Sealed RFP # 20-0001
RFP Due date: No Later Than Tuesday, March 17, 2020 at 1:00 PM.
The Offeror shall make no other distribution of the proposal.

ii. Proposal Preparations:

1. Proposal shall be signed by an authorized representative of the Offeror. All information requested should be submitted. The Contract Administrator will review all proposals to ensure required information is included. Failure to submit all information requested may result in a request to submit the missing information. Proposals which are substantially incomplete or lack key information may be rejected as incomplete. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. Proposals will be reviewed and evaluated by a committee as designated by the Town Administrator.

3. Proposal should be prepared simply and economically, providing a straight-forward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

4. Proposal should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirements as it appears in the RFP if a response covers more than one page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

5. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

6. Ownership of all data, materials and documentation originated and prepared for the Town pursuant to the RFP shall belong exclusively to the Town and be subject to public inspection in accordance with the Colorado Open Records Act. Trade secrets or proprietary
information submitted by an Offeror shall not be subject to public disclosure under the Colorado Open Records Act; however, the Offeror must invoke the protections provided under 24-72-202(6)(b) Colorado Revised Statutes, in writing, either before or at the time the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

B. SPECIFIC REQUIREMENTS:

i. Proposals should be as thorough and as detailed as possible so that the Town may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following information/items as a complete proposal:

1. The return of the RFP general information form and addenda, if any, signed and completed as required.
2. Please provide three (3) recent references, similar to the Town, for whom you have provided the type of services in the last five (5) years described herein. Include the date(s) services were furnished, the client name, address and the name, phone number and email address of the individual the Town has your permission to contact.
3. Respond to each item in Section III, Statement of Need and your ability to meet the mandatory requirements.
4. A history of your company to include financial standing, locations and closest facility to the Town.
5. In detail, describe your approach to providing these services to the Town and how you will fulfill the Town’s requirements. Explain how you will address any complaints and correct any service-related problems, such as missed collections, etc.
6. Provide specifications and literature of your equipment, including carts.
7. Provide in detail your customer service philosophy and policy.

V. EVALUATION AND AWARD OF CONTRACT:

A. Award of Contract: Selection shall be made to the offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the offerors so selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the Town shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Town may cancel the Request for Proposal or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should the Town determine in writing and at its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the offeror’s proposal as negotiated.

B. Evaluation Criteria: Proposals shall be evaluated by the Town using the following criteria:

i. Company history, stability and financial resources.
ii. Experience and quality of performance in providing this service to other entities of similar size.

iii. Approach to providing this service and fulfillment of the Town’s requirements.

iv. Methodology of addressing complaints and correcting service-related problems.

v. Quality, appearance, availability and suitability of equipment to be used in this contract.

vi. Approach to equipment maintenance, repair and replacement.

vii. Policy and philosophy for customer service.

viii. Costs.

VI. **RESERVATION OF RIGHTS:**

   A. The Town reserves the right to award in part or in whole, to one or more vendors, or to reject any or all proposals, whichever is deemed to be in its best interest.

VII. **VII CONTRACT ADMINISTRATION:**

   A. Travis Boyd, Finance Director, shall be identified as the Contract Administrator and shall use all powers under the contract to enforce its faithful performance. The Contract Administrator, or his/her designee, shall determine the amount, quantity, acceptability, fitness of all aspect of the services and shall decide all other questions in connection with the services. The Contract Administrator, or his/her designee, shall not have the authority to approve changes in the services which alter the concept, or which call for an extension of time for this contract. Any modifications made must be authorized by the Town Administrator through a written amendment to the contract.

VIII. **PAYMENT PROCEDURES:**

IX. The Town will authorize payment to the Contractor after receipt of the Contractor’s correct invoice for services rendered. Invoices shall be sent to:

   Finance Department
   PO BOX 128
   Palisade, CO 81526
   Finance@townofpalisade.org