

INVITATION FOR BIDS

10.7.2016

MOUNTAIN VILLAGE, COLORADO

RESIDENTIAL REFUSE COLLECTION AND DISPOSAL SERVICES

and

RESIDENTIAL CURBSIDE RECYCLING SERVICES

Bids Due By 3:00 p.m.

October 21, 2016

Mountain Village Town Hall

455 Mountain Village Blvd, Suite A

Mountain Village, Colorado 81435

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Section 1: Introduction & Overview

1.1 Purpose of Solicitation

The purpose of the Town of Mountain Village’s residential refuse and recycling program is to advance the town’s goal of Zero Waste by 2025. The town is committed to implementing programs that reduce waste and encourage resource recovery from households, business and construction.

The Town is seeking the services of a private Contractor or Contracting Team to (1) collect and dispose of non-hazardous refuse, trash, and garbage for residential dwelling units within the Town; (2) conduct the Town’s residential curbside recycling program; and (3) work with the Town to develop and implement programs that will move it toward a Zero Waste Goal.

The Town intends to award one contract to the most responsible and responsive bidder deemed in the best interest of the Town for the services sought. Residential trash and recycling services will not be awarded separately. Participants in the town-wide refuse/recycling program will allow part-time residents to opt out of the refuse service while not in residence, with a minimum basic service cost. Contracting Teams will be accepted; however, it must be clear which firm is the prime, which firm is the subcontractor, and what their respective duties are.

1.2 Bid Timeline:

Friday	October 7, 2016, 9:00 a.m.	Bid Package Available
Friday	October 14, 2016, 9:00 p.m.	Pre-Bid Questions Due
Monday	October 17, 2016, 4:00 p.m.	Responses to Questions Available (Via Email)
Friday	October 21, 2016, 12:00 p.m.	Sealed Bids Due / Bid Opening
<hr/>		
Thursday	November 17, 2016	Town Council or its designee(s) to approve Contract Award
Monday	November 21, 2016	Complete Contract; Signed by Mayor and Contractor
Wednesday	November 23, 2016	Contract Begins

This bid process is subject to and shall comply with the requirements of the Town of Mountain Village Procurement Code.

1.3 Pre-bid Information/Questions:

Questions regarding the Invitation for Bids, the bid process, and the program specifications shall be in writing and filed with Deanna Drew, Director Environmental Services, either in person at Mountain Village Town Hall, Mountain Village; or by email at ddrew@mtnvillage.org; or by mail at 455 Mountain Village Blvd, Suite A, Mountain Village, Colorado 81435. Call 970-369-8326 to alert Ms. Drew that you have questions, when he might receive those questions, and by what methods he can expect them to arrive. Questions are due no later than Monday October 14, at 9:00 a.m. All questions will be responded to all interested bidders via email and shall be posted on the Town of Mountain Village web site at <https://townofmountainvillage.com/business/bid-invitation-proposal-quote-request/> on Monday October 17, 2016 at 4:00 p.m.

There will be no private or unilateral consultations between Bidders and Town representatives prior to the Town’s receipt of bids.

1.4 Site Examination

Before submitting a proposal, the bidder shall carefully examine the specifications and other documents, and shall visit the site of the work. It will be assumed that the bidder is familiar with existing site conditions, including pick up areas, access

tracts, street grades, and winter challenges. It will also be assumed that the bidder has a clear understanding of the specification requirements regarding the furnishing of materials and performance of work.

1.5 Submission Deadline

Sealed bids will be received at the Mountain Village Town Hall, 455 Mountain Village Blvd, Suite A, Mountain Village, Colorado 81435, until 12:00 p.m., Friday October 21, 2016. At that time and place they will be publicly opened and read aloud. The results will thereafter either be referred to the Town Council for consideration at November 17, 2016 meeting or reviewed and considered by Town Council's designee(s) if so chosen by the Town Council any time between October 21st and November 17th. The Council may at its discretion continue action to a following meeting, and adjust the implementation date by negotiation with the successful bidder.

1.6 Bid Copies & Conditions

One (1) signed copy of the Bid shall be submitted on the forms prepared for this project and shall be enclosed in a sealed envelope bearing the name of the bidder and name of the project. The bid shall be delivered by the time and to the place stipulated in this document. It is the bidder's sole responsibility to see that his/her bid is received on time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection. The completed bid forms shall be without interlineations, alterations and erasures. Emailed, oral, telegraphic, or telephonic proposals or modifications will not be considered. However, facsimile bids will be accepted.

The bidder shall furnish a price for all bid items in the proposal and failure to do so will render the proposal informal and may cause its rejection.

1.7 Length of Anticipated Contract

The Contractor shall perform its services subject to an initial 6-month probationary review period. The Town shall conduct an annual review of performance under the contract, and of the service collection rate schedule. The Contractor may be directed to answer questions or concerns at a Town Council meeting upon request of the Town Council. Standards to be used to determine adequacy of service shall include customer satisfaction, number of complaints, and ability and willingness to resolve problems.

Subject to termination as provided in the contract, the term of this Contract shall be for three (3) years, subject to annual appropriation by the Town Council. The services of the Contractor are to commence on November 23, 2016 and terminate at midnight on November 23, 2019.

1.8 Execution of Contract

The bidder to whom award is made shall execute a written contract with the Town, and shall secure all insurance and bonds required by the specifications within twenty (20) calendar days after date of receipt of written notice of award by certified mail, which may only be issued after approval and selection of the bid by Town Council. Failure or refusal to enter into a contract as herein provided or to conform to any of the stipulated requirements in connection shall be just cause for annulment of the award.

1.9 Non-Discrimination in Employment

Contracts for work under this proposal will obligate the Contractor not to discriminate against any person on account of race, color, creed, sexual orientation, ancestry, gender, family responsibility, military status, political affiliation or national origin.

1.10 Non-exclusive Contract

The Contractor is not designated and appointed as the sole contractor for residential recycling or trash collection and disposal services within the Town. However, during the service term, the Town of Mountain Village will not engage services for residential refuse collection and disposal services or curbside recycling other than the services of the Contractor, and all residential customers as defined by ordinance shall be required to pay for monthly recycling services and a minimum monthly service fee for refuse collection.

1.11 Town's Right of Refusal

The Town of Mountain Village reserves the right to reject any or all bids, to waive any minor irregularity in a bid, and to make awards in the best interest of the Town.

1.12 Evaluation of Bids

The Contract shall be awarded to the most responsible and responsive bidder whose bid meets the requirements and criteria set forth in the town's Procurement Manual and in this Invitation for Bids. These criteria include general competency including experience in a mountain setting—particularly in winter; ability to clearly explain its operations and where collected trash and recyclable materials go; reliability; and references. The Town may also consider the impact of carbon footprint from the contractors and demonstrated support of communities served within the region. To this end, each bid shall be accompanied by a statement of the bidder's experience within the last five (5) years; a brief explanation of the bidder's operations (including any subcontractors); a summary of the bidder's procedures to ensure public safety during its operations; and a summary of where collected trash and recyclable materials go. Each of these explanations should be no more than one (1) page each. If sections of the bid are to be handled by a subcontractor, the bid should clearly state the name, contact person, and responsibilities of each subcontractor. No bid will be accepted from a contractor who is not licensed in accordance with TMV Business License Program as set forth in the Town of Mountain Village Municipal Code.. The proposal must also include proof that the Bidder is in good standing with the State of Colorado and has at least a Satisfactory Carrier Safety Rating by the US Colorado Department of Transportation.

1.13 Designated Contacts

The Town's lead contact person for this bid will be:

Deanna Drew, Environmental Services Director
455 Mountain Village Blvd, Suite A
Mountain Village, Colorado 81435
Phone: 970.369.8326
Email: ddrew@mtnvillage.org

All bids must designate an authorized contact person that will, at the discretion and direction of the Town, respond to requests for information or clarification concerning the submitted bid.

Section 2: Background & Local Conditions

2.1 Mission Statement

In all its activities and through all its policies, the Town seeks to protect and enhance the environment, to minimize the consumption of non-renewable materials, and to divert as much material from the refuse stream as possible to continue to move toward a Zero Waste goal. It is a goal of the Town to promote recycling and composting as two ways to divert waste from regional landfills. In furtherance of this goal, the Town is seeking incentivized pricing.

2.2 Demographic Data

- Approximate population 1,432 full –time and 2,600 part-time
- Size: 3.5 square miles

- Population profile: Mountain Village is a resort community. Tourist accommodation units are managed by management companies. Mountain Village has a high percentage of second homes that are used part time by owners.
- Residential Trash and Recycling Households: Approximately 485

Section 3: Services to be performed by Contractor & Related Information

3.1 Work To Be Done

The contract work shall consist of furnishing all the expertise, administration, labor, materials, equipment, parts, implements and supplies necessary for, or appurtenant to, the provision of

- (1) collection, reporting and disposal of garbage/refuse/trash from all residential units within Mountain Village, unless exempt; or opted out
- (2) collection, appropriate diversion, and reporting of recyclable materials from all residential units within Mountain Village;
- (3) contract management, contract administration, customer billing and customer complaint resolution;
- (4) other incidental and appurtenant work, as listed below, that is required to complete the project within the Town of Mountain Village, Colorado; and
- (5) expertise to facilitate development and implementation of programs that will move Mountain Village toward a Zero Waste Goal.

Collections shall be at the street unless the Customer notifies the Contractor otherwise. Cleanup of litter caused by the refuse removal process shall be the responsibility of the Contractor's crew. All recyclable or compostable material shall be marketed, sold, composted or donated as recycling and is not to be disposed of at any solid waste landfill or otherwise as waste.

3.2 Schedule for Work

The Contractor shall be required to provide residential trash pickup and residential curbside recycling a minimum of one (1) time per week between 7:30 a.m. to 6:30 p.m., Monday through Friday. Customer pickups of trash and recycling shall occur on the same day every week. Routes or individual residences missed, for any reason, shall be collected within 24 hours following notification. The Contractor will notify Customer of any missed routes or residences as soon as known by the Contractor. Contractor must abide by Town speed limits at all times when operating in the community.

No service pick-ups shall be made on any Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas. The Contractor may set a holiday schedule different from the normal schedule. If an alternate holiday schedule is adopted, the Contractor must notify all affected residents at least fourteen (14) days prior to the change of service. Notification may occur by publication.

3.3 Recycling Services

- 3.3.1 Residential Recycling Containers.** The Contractor shall provide recycling bins and any replacement recycling bins to all residential units. Residential curbside recycling containers shall be, at a minimum, 18-gallon standard size and at a maximum 96-gallon standard size. The bid shall specify the price for renting of Contractor issued bins. The Contractor shall service privately-owned bins, if provided, as long as the container is shown to be a standardized 18-, 32-, 64-, or 96-gallon capacity and meets wildlife resistant and other Town standards per the Town's Municipal Code.

The Contractor shall maintain an adequate supply of approved recycling containers in order to immediately replace damaged or lost containers. When recycling containers are provided by the Contractor, they shall remain the property of the Contractor and shall be maintained and replaced by the Contractor as needed for normal wear and tear, except in cases of customer negligence, as determined by the Contractor. The Contractors bid shall specify the price for replacement bins. Bins that are lost or stolen shall be replaced by the Contractor at the customer's cost. Recycling Bins shall be the color blue and clearly labeled with the universal recycling symbol.

3.3.2 Noticing Improperly Prepared Materials –Contractor: When the Contractor encounters a large amount of improperly prepared materials in a recycle container, the Contractor shall leave the improperly prepared materials and complete a door hanger or red tag with the date briefly explaining that the “materials are improperly prepared”, what needs to change to fix the problem, and that the recyclable materials will be thrown away as trash at the next occurrence. The Contractor will leave the door hanger or red tag at the residence either on the building door or on the recycle container. The Contractor shall not empty the recycle container as refuse or recycling without first noticing the customer that the materials are improperly prepared. The Contractor will provide the Town with a report of those addresses noticed for improperly preparing their materials including but not limited to the dates of such notices, which shall be sent to the Town in the Monthly Waste Stream Diversion Report

The waste/recycling provider shall take all necessary steps to insure that the approved materials for recycling are not contaminated and land filled by the hauler.

3.3.3 Recyclable Materials. Recyclable materials, at a minimum, shall include aluminum cans, tin and other metal tops and cans, glass bottles and jars (green, brown, clear), paper (including office, news, and slick paper), cereal boxes, and other pressboard materials, plastic containers #1-7, corrugated cardboard, and yard waste. The product list may be amended by the Town Manager or her designee(s), on an annual basis after review of market viability with the Contractor. The Contractor shall sort, weigh and process all collected materials at its site. The Contractor shall market all recyclables collected and shall keep and maintain as part of its compensation, all monies derived from the sale of recyclable materials.

3.3.4 Annual Review of Recyclable Materials Collected. One time each year the Town Manager or her designee(s) shall review with the Contractor the market viability for recyclable materials to determine which additional material(s), if any, shall be added to the Contract. After a letter amendment to the Contract has been completed, the Contractor shall be responsible for collecting and recycling the specified material(s) within thirty (30) days. Established rates may be adjusted through negotiation for any changes to the recyclable materials list.

3.3.5 Warehousing of Recyclables. Should the market for any recycled product listed herein become soft or non-existent, the Contractor shall warehouse the product and notify the Town of the market situation. The Contractor shall continue to collect and warehouse the product until such time as a viable market develops or the Town Manager or her designee agrees in writing that the product may be disposed of as waste. The Town Manager shall utilize the standard of low market conditions vs. no outlet for the products. The Contractor shall demonstrate and verify such conditions in writing. The Contractor shall provide all information requested by the Town for this review.

3.3.6 Reporting.

A. Monthly Waste Stream Diversion Report. The Contractor shall provide a written report to the Town Manager or her designee no later than the 10th of each month, starting in January 2017 for the preceding month. This report shall include: (1) A monthly tally and total estimated running tally of residential trash and recyclable materials collected in Town by product measured either as tonnage or yardage; (2) a complete list of all addresses served by the Contractor including all monthly billing charges to ensure that all residents are recycling according to Town ordinance (3) any other requirement noted in this Invitation for Bid.

3.3.7 B. Annual Waste Stream Diversion Report. No later than February 1 of each year, the Contractor shall submit an annual Waste Stream Diversion Report to the town for the previous year. In the report, the Contractor shall certify that all specified recyclable materials collected through the Mountain Village Curbside Recycling Program have been, or will be, recycled. The report shall include a summary of products and amounts of each stored or sold at its central resource recovery facility. Finally, the report shall include:

- Total amount of Town recyclable materials collected during the previous year by product.
- Total amount of Town trash materials collected during the previous year.
- Brief written summary of the financial condition of the recycling market by product.

3.3.8 Right to Audit. At any time throughout the year the Town may request to audit the Contractors books related to the services awarded under this Invitation to Bid, in order to insure that the Contractor is complying with the bid terms to ensure that all residents are recycling according to Town law. The Audit shall occur within forty eight hours of the Contractor receiving written notice of an audit request from the Town.

3.4 Residential Refuse Collection & Disposal Services

3.4.1 Refuse Containers. Residential refuse containers shall be 32, 64 and 96 gallon sizes and shall be a green, dark gray, black, or dark brown color. Polycarts shall be wildlife resistant. It is the Town's intent that containers already in use by residents be retained whenever possible. Replacement trash polycarts shall be provided by the Contractor to customers either as a courtesy, for lease, or for sale at a price not to exceed actual documented costs plus 10%. The Bidder's policy and prices should be clearly stated in the Bid Proposal submitted.

The Contractor will be responsible for repairing or replacing polycarts that are provided to customers as a courtesy or for lease and shall list the price of repair or replacement in its Bid Proposal. Polycarts shall be repaired or replaced within two weeks of damage, destruction or loss.

Customers will be responsible for repairing or replacing privately-owned polycarts, up to onetime per year due to normal wear except in cases of customer negligence, as determined by the Contractor. Bins that are destroyed, lost or stolen shall be replaced by the Contractor at the customer's cost.

3.4.2 Improperly Prepared Materials. The Contractor shall be responsible for notifying customers of improper containers, overfilled containers, and containers exceeding the weight limit by completing a door hanger or red tag explaining the problem and leaving it attached to the polycart(s) or to the residence itself.

3.4.3 Materials that May be Hazardous. The Contractor may refuse to pick up any waste if s/he believes it may be hazardous to do so. The Contractor must notify the Town by email or telephone within 24 hours when this occurs, providing the name, address, and phone number of the customer in question. The contractor must notify the Customer by email or telephone within 24 hour when this occurs. The Contractor shall NOT remove any hazardous or toxic wastes from properties unless special arrangements are made between the Contractor and individual customers and these wastes are segregated from other, standard refuse and recycling.

3.4.4 Container Monitoring. The Contractor will assist the Customer in monitoring appropriate container sizes for the refuse generated by the customer. The Contractor shall notify the customer of insufficient container sizes and may require that the customer change container size if excess trash occurs on a regular basis.

3.5 Billing

Contractor will bill customer directly on a monthly basis according the rates established by the successful bidder and set forth in the Contract between the Town and Contractor. The Contractor shall also be responsible for handling all billing questions and providing the billing summary in the Monthly Waste Stream Diversion Report. The Town reserves the right to inspect customer billing or audit monthly billing accounts.

3.6 Complaints

The Contract entered into shall provide for termination of the Contract for failure to comply with the Town's service requirements, which are herein specified.

The Contractor shall maintain either a toll free or local telephone listing for the convenience of the Customer. The listing shall be accessible at least from Monday through Friday, from 8 a.m. through 5 p.m. All resident complaints shall be directed to the Contractor. The Contractor shall keep a log of all complaints received and shall submit that log with Monthly Waste Diversion Reports.

3.7 Necessary Vehicles

The Contractor shall provide all necessary vehicles and equipment needed for pick-up, transportation, storage and disposal of trash and recyclables in a mountain climate in an efficient and environmentally sensitive manner. Pick-up and transport of all refuse shall be in covered collection vehicles. The Contractor will consider using alternative fuels as they become available and economically feasible. The Contractor shall use flashers when vehicles are stopped on the roadway and employees shall utilize proper safety clothing. The Contractor shall obey posted speed limits at all times.

3.8 Necessary Personnel

The Contractor shall maintain an adequate and proper staff to affect timely loading, unloading and transportation. The Contractor shall furnish drivers and collectors, who are at all times legally licensed in the State of Colorado to operate the Contractor's vehicles to be used in the program. All drivers/collectors shall be alert, careful, courteous and competent in driving skills and work habits. The Contractor shall provide route maps and shall provide training to all drivers and collectors before initiating collection and before the Contractor permits an employee to begin unsupervised work. All field staff shall carry a cell phone or radio to facilitate contact with the Contractor's administration in order to deal with issues in the field in a timely fashion. The Contractor shall maintain a policy that cell phones not be used when the Contractor's vehicles are moving in a right-of-way or actively collecting materials.

Hiring practices shall adhere to the standards established by the Department of Homeland Security's E-Verify Program and State of Colorado as outlined in the Basic Pilot Program and regarding verification of social security numbers.

3.9 Management & Administration

The Contractor shall provide the necessary management and administrative personnel whose expertise will assure efficient operation of the services herein specified. All facilities, equipment, supplies and services required in the operation of services to the Town shall be furnished by the Contractor. Services shall be managed by the Contractor within the guidelines and parameters established herein. Supervision of the day-to-day operations shall be vested in the Contractor.

3.10 Operations

The Contractor shall provide all equipment and personnel necessary to operate and maintain vehicles and to collect all trash and recyclables. The Contractor's drivers shall be knowledgeable of customer service requirements, particularly those listed under Section 3.3 and Section 3.4 of these Bid Documents. The Contractor shall be responsible for the mechanical condition and cleanliness of assigned vehicles. The Contractor shall not assign any vehicle to the program where the performance of its component parts is likely to cause damage to other components, jeopardize public safety, or be contrary to Colorado Vehicle Codes. The Contractor agrees to perform all work outlined in such a manner as to meet all accepted standards for safe practices during operations and to safely maintain stored equipment, machine and materials or other hazards consequential or related to the work. The Contractor shall agree additionally to accept the sole responsibility for complying with all local, County, State, Federal or other legal requirements, including, but not limited to, full compliance with the terms of applicable O.S.H.A. safety orders at all times as to protect all persons including employees, agents of the Town, vendors, members of the public or others from foreseeable injury or damage to their property.

3.11 Customer Education

The Contractor shall make available to the Customer and Town any and all materials and expertise it has to educate the public about where trash generated in the Town goes, how to recycle, what to recycle under this program, and where recyclable products typically go under this program. Educational materials may include, but are not limited to, brochures, stickers, website links, and professional journal articles.

The Contractor shall work with Town staff on an as-needed basis to help develop Town-specific outreach materials and display advertisements about Trash & Recycling in Mountain Village. The Town shall be responsible for distributing the educational materials that are created as part of this collaborative effort.

3.12 Modifications

The Town of Mountain Village may request modifications to the existing program including, but not limited to, levels of service, types of service and any other factors the Town deems necessary to meet the needs of the community. Costs to implement such modifications shall be negotiated with the Contractor.

3.13 Collection & Delivery of Compostable Materials

The Town intends to implement a Town-wide Composting Program for food waste when these services become available to the community. If the contractor picks up compostable materials, the Contractor shall be required to process compostables at a State of Colorado licensed facility. The town is committed to composting all appropriate materials as a critical component of our Zero Waste goals. The Town prefers an option that provides for the availability locally for the compost and wood chips that are produced. Fees for these services shall be noted in the bid document.

Section 4: Necessary Information from Bidders

4.1 Introduction

Bidders responding to this Invitation for Bids must establish their qualifications and capabilities to provide the requested services in a technically, environmentally, and financially sound manner. The strength and experience of the Bidder in developing and operating such services, as well as the Bidder’s reliability and fiscal stability, must be demonstrated. Prospective Bidders must meet the minimum qualifications set forth below to be considered eligible to compete. Bidders must possess the operational capabilities to provide and manage (a) a mountain community solid waste collection and disposal program, and (b) a mountain community recycling program.

4.2 Basic Submittal Content Requirements

Each bidder is required to supply the following information. Additional sheets may be attached, if necessary. If requested by the Town, the bidder shall furnish a notarized financial statement, references, and other information, sufficiently comprehensive to permit appraisal of his/her current financial condition.

Prime:

1. Company Name _____
2. Address _____
3. Telephone _____
4. Type of Firm: Individual () Partnership () Corporation ()
5. Corporation organized under the laws of the State of _____
6. Names and Titles of all officers of the firm:

7. Number of years of experience in projects of this type _____
8. Three projects of this type within the last five (5) years. Please include the following information: Contract Type, Period of Contract, Contract Amount, Name of Owner/Entity, Name & phone number of Owner’s Representative.

9. Person from your firm who inspected the site of the work proposed for this Contract:
Name: _____ Date Inspected: _____
10. Person(s) assigned as liaison for this Bid and this Contract. (Please attach resume. If more than one person, please attach a resume for each person listed.)

Subcontractor: (Please fill out one (1) full sheet for each subcontractor.)

1. Company Name _____

2. Address _____

3. Telephone _____

4. Type of Firm: Individual () Partnership () Corporation ()

5. Corporation organized under the laws of the State of _____

6. Names and Titles of all officers of the firm:

7. Proposed Responsibilities under this Contract:

8. Number of years of experience in projects of this type _____

9. Three projects of this type within the last five (5) years. Please include the following information: Contract Type, Period of Contract, Contract Amount, Name of Owner/Entity, Name & phone number of Owner's Representative.

10. Person from your firm who inspected the site of the work proposed for this Contract:

Name: _____ Date Inspected: _____

11. Person assigned as liaison to the Prime for this Bid and this Contract. (Please attach resume. If more than one person, please attach a resume for each person listed.)

4.3 Bidder's Statement

TO: THE TOWN OF MOUNTAIN VILLAGE
MOUNTAIN VILLAGE, COLORADO

The undersigned bidder hereby proposes to furnish all labor, material, equipment, tools and services necessary to perform all work required under the Town of Mountain Village Specifications entitled:

INVITATION FOR BIDS
TO PROVIDE
TOWN OF MOUNTAIN VILLAGE
RESIDENTIAL REFUSE COLLECTION AND DISPOSAL SERVICES
AND
RESIDENTIAL CURBSIDE RECYCLING SERVICES

In accordance with the intent of said specifications, plans, and all addenda issued by said Town prior to opening of proposals.

Such bidder agrees that, within twenty (20) calendar days after date of written Notice of Award of the Contract by said Town, s/he will execute a contract on the required form of which the Invitation for Bids, Instruction to Bidders, Proposal, Specifications, and all addenda issued by said Town prior to the opening of proposals, are a part, and will secure the required insurance and bonds.

Said bidder further agrees to complete all work required under the contract within the time stipulated in said specifications, and to accept in full payment therefore the price named in the Bidding Schedule.

Dated: _____

Bidder

Signature

Title

4.4 Bidding Schedule

Please provide a cost for service for each of the items listed below. Include tipping fees in all trash calculations. If your Team cannot provide a service, insert "N/A" in the space provided. In addition, please indicate how the pricing schedule will be incentivized to encourage diversion of waste away from landfills and towards resource recovery.

Residential Trash & Recycling

Flat rate bid per residential unit x 1 pickup/week	=	\$ _____ / unit / month
-32 gallon refuse container	=	\$ _____ / unit / month
-64 gallon refuse container	=	\$ _____ / unit / month
-96 gallon refuse container	=	\$ _____ / unit / month
Charge for garage side pickup rather than street	=	\$ _____ / month
Minimum monthly service charge for Part-Time Residents	=	\$ _____ / month
Opting Out while not in residence		
Bulk item pickup charge	=	\$ _____ / pick up
Excess trash pickup charge	=	\$ _____ / pick up
Excess corrugated cardboard charge	=	\$ _____ / pick up
Compostable Material Haul		
-5 gallon bucket/container for kitchen waste	=	\$ _____ / per yard pick up
-Yard waste/clippings	=	\$ _____ / per yard pick up
18-gallon recycling container x 1 pickup/week	=	\$ _____ / unit / month
32-gallon recycling container x 1 pickup/week	=	\$ _____ / unit / month
64-gallon recycling container x 1 pickup/week	=	\$ _____ / unit / month
96-gallon recycling container x 1 pickup/week	=	\$ _____ / unit / month
Electronic disposal/recycling	=	\$ _____ / item/per pickup

Provide a brief (i.e., no more than one-page) summary on each of the following

- (a) Explanation of bidder’s procedures to ensure public safety during its operations.
- (b) Explanation of the bidder’s trash operations (e.g., Trash gets picked up. Then where does it go to? Then what happens to it?)
- (c) Specify which materials the bidder can recycle. Explain where each recyclable material stream gets sent to or how it is reused.
- (d) Summarize your firms regional practices that demonstrate “giving back to the community” such as support for schools, non-profit programs, river clean-up, etc.

Recyclable Materials

Recycle Stream	Subcategory	Check those you can recycle immediately under this contract	Special comments (e.g., “The recycle end product is ... “ or “no current viable market exists ... “
Plastic bottles	PET (#1)		
	HDPE (#2)		
	#3		
	#4		
	#5		
	#6		
	#7		
Glass bottles & jars	Green		
	Brown		
	Blue		
	Clear		
Paper	Newspaper & inserts		
	Copy & note paper		
	Magazines		
	Cashier receipts		
	Envelopes		
	Envelopes w/windows		
	Telephone books		
Paperboard	Boxes that are not coated in wax (e.g., cereals, crackers, pasta)		
Corrugated cardboard			
Metal	Aluminum		
	Tin		
	Steel fuel containers		
Compostable food wastes (when available)	Kitchen waste		
Compostable yard waste	Yard waste		
Electronics			
Other (please specify)			

4.5 Guarantee

Each bid shall be made in accordance with the specifications and shall be accompanied by a certified check, cashier's check or bid bond or equivalent security in a form and amount acceptable to the Town of Mountain Village, payable to the Town in a sum not less than thirty thousand dollars (\$30,000), as a guarantee that the bidder will enter into a contract for the work, the full amount of such guarantee to be forfeited to the Town should the bidder fail to enter into said contract. Upon request by a bidder, the Town will hold equivalent security for a bridge period until a bid bond can be obtained. Once the bid bond is filed with the Town, the security will be refunded.

4.6 Certification of Contractor & Subcontractor Employees

Any Potential Contractor must certify, pursuant to Colorado Law, that the Contractor does not knowingly employ or contract with an illegal alien and that the Contractor either has participated or is attempting to participate in the Basic Pilot Program, administered by the U.S. Department of Homeland Security, in order to verify that the Contractor does not employ any illegal aliens.

As used in this agreement, "Basic Pilot Program" means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security.

- 4.6.1** CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this contract nor shall CONTRACTOR enter into a contract with a subcontractor that fails to certify to CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- 4.6.2** CONTRACTOR has verified or attempted to verify through participation in the Basic Pilot Program that CONTRACTOR does not employ any illegal aliens. If CONTRACTOR is not accepted into the Basic Pilot Program prior to executing this contract for service, CONTRACTOR shall apply to participate in the Basic Pilot Program every three (3) months until CONTRACTOR is accepted or this contract has been completed, whichever is earlier. This paragraph shall not be effective if the Basic Pilot Program is discontinued.
- 4.6.3** CONTRACTOR shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.
- 4.6.4** If CONTRACTOR obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, CONTRACTOR shall notify the subcontractor and the TOWN within three (3) days that CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the contract with the subcontractor if within three (3) days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the illegal alien. Except that CONTRACTOR shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. If the contract is terminated for any violation of this Section, Illegal Aliens as Laborers, the Contractor shall be liable for actual and consequential damages to the Town of Mountain Village.
- 4.6.5** CONTRACTOR shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking.

Section 5: Insurance & Other Policy Requirements

5.1 Introduction

On or before the start date of the contractual agreement between the Town of Mountain Village and Contractor, the Town must receive from the Contractor certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of all insurance policies applicable to the subsections of this Section 5.

The certificate of insurance provided to the Town of Mountain Village shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town of Mountain Village prior to commencement of the Contract. No other form of certificate shall be used. The certificate shall identify the Contract and shall provide that the coverage afforded

under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to:

ATTN: Finance Director
Town of Mountain Village
455 Mountain Village Blvd, Suite A
Mountain Village, Colorado 81435

The policies required by this paragraph five (5) shall be endorsed to include the Town of Mountain Village and Mountain Village's officers, agents and employees as additional insured. Every policy required above shall be primary insurance, and any insurance carried by Mountain Village, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.

Failure on the part of the contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the Town of Mountain Village may immediately terminate the contract, or at its discretion Town may procure or renew any such policy or any extending reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town of Mountain Village may offset the cost of the premiums against any monies due to Contractor from the Town.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$150,000 per person and \$1,000,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, agents, or its employees.

5.2 Indemnification

The Contractor shall agree to indemnify and hold harmless the Town, its officers, employees, and insurers from any and all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss or damage is caused by the negligent act, omission, or willful misconduct of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

The Town shall not indemnify or insure the Contractor.

5.3 Insurance

The Contractor shall agree to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the contractor. Such insurance shall be in addition to any other insurance requirements imposed by contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained to cover all liabilities, claims, demands, and other obligations assumed by the Contractor. In the case of any claims-made on the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

Worker's Compensation. Contractor shall provide Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employer's Liability Contractor shall provide Worker's Compensation insurance to cover obligations imposed by applicable insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND

(\$500,000) disease-policy limit, and FIVE HUNDRED THOUSAND DOLLARS disease-each employee. Evidence of qualified self-insured status may be substituted for the Workmen's Compensation requirements of this paragraph.

General Liability. Contractor shall provide General Liability insurance with the minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

Automobile Liability. Contractor shall provide Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of the Contractor's owned, hired or non-owned vehicles assigned to or use in the performance of services. The policy shall contain a severability of interests provision.

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That _____, as Principal and
_____ as Surety, are held and firmly bound unto the

Town of Mountain Village in the sum of: _____ dollars,
for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said Town to perform all work required under said Town’s Invitation For
Bids entitled: “Mountain Village, Colorado Residential Refuse Collection and Disposal Services and Residential Curbside
Recycling Services”.

NOW, THEREFORE, if said Principal is awarded a contract by said Town and, within the time and in the manner required
under the heading “Necessary Information From Bidders” provided with said Specifications, enters into a written contract
and furnishes the required insurance and required bond to guarantee faithful performance, then this obligation shall be null
and void, otherwise it shall remain in full force and effect.

In the event suit is brought upon this bond by said Town and judgment is recovered, said Surety shall pay all costs incurred
by said Town in such suit, including a reasonable attorney’s fee to be fixed by the Court.

Principal

Surety

By _____
(date)

By _____
(date)

Title _____

Title _____

Attest _____
(seal)

Attest _____
(seal)