



REQUEST FOR BIDS

RFB-18-12

BID DUE DATE: TUESDAY, MAY 1, 2018 BY 1:00 PM OUR CLOCK

**CITYWIDE TRASH REMOVAL, SINGLE-STREAM RECYCLING
AND ROLL-OFF SERVICES BID**

SEALED BID MUST BE MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attention: Kirby Hollums
BID - Purchasing & Contracting Division
7500 W 29th Avenue
Wheat Ridge, CO 80033
Phone: 303-235-2885 Fax: 303-234-5924

DOCUMENTS PREPARED BY:

PARKS & RECREATION DEPARTMENT OPEN SPACE DIVISION
PUBLIC WORKS OPERATIONS
PURCHASING & CONTRACTING DIVISION

IMPORTANT: PLEASE READ ENTIRE DOCUMENT

Per the attached specifications, terms and conditions.

PLEASE DO NOT REMOVE ANY PAGES FROM THIS BID DOCUMENT

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ADVERTISEMENT FOR BIDS
RFB-18-12
TRASH REMOVAL, SINGLE-STREAM RECYCLING AND ROLL-OFF SERVICES BID

Project Overview: The City of Wheat Ridge is requesting bids from qualified firms to provide trash removal (collection/disposal), single stream recycling and roll-off services to municipal sites throughout the City. See Exhibit 1 for specific locations, specifications and price proposal format. This bid is intended to be awarded to a single service provider. The agreement shall be for one year with the option to renew for up to four additional one-year periods.

Mandatory Pre-bid Meeting: There will be a mandatory pre-bid meeting and site tour of the areas where collection services will be performed. This is scheduled for Tuesday, April 17th at 2:00 PM.

Deadline for Questions: April 20, 2018. Send email to khollums@ci.wheatridge.co.us by 3:00 PM.

Point of Contact: Kirby Hollums, Buyer II, khollums@ci.wheatridge.co.us, or phone 303-235-2885. Do not contact the requesting department.

Minimum Requirements: Awarded firm must have been in business in the Denver metro area for a minimum of five (5) years, must provide proof of required insurance coverages, and must obtain a valid City Business/Use Tax license prior to doing business in the City of Wheat Ridge.

Bids Due: TUESDAY, MAY 1, 2018 BY 1:00 PM OUR CLOCK. THIS WILL BE A PUBLIC OPENING. Late receipt of bid packages will not be considered regardless of postmark. It is the responsibility of the vendor to ensure the bid is received in the Purchasing Office on or before the due date and time.

Submit to: City of Wheat Ridge Municipal Building
Attn: Kirby Hollums
BID - Purchasing & Contracting Division
7500 W 29th Avenue
Wheat Ridge, CO 80033

The City only accepts bids and proposals in hardcopy format. Fax, email or other electronic means are not acceptable. Sealed bid packets must include: one (1) marked "Original" and two (2) marked "Copy" for a total of three (3) complete sets.

Mark Envelopes: "BID" RFB-18-12 CITYWIDE TRASH REMOVAL, SINGLE-STREAM RECYCLING AND ROLL-OFF SERVICES BID.

Comments: All bids must be sealed and shall be validated. No bids will be accepted after the due date and time. Bids received after the due opening time will be filed unopened. The City of Wheat Ridge reserves the right to reject any, all, or any part of a bid and to waive any formalities or informalities to make an award in the best interest of the City.

Bid Documents: Available on the RMEPS a division of BIDNET www.rockymountainbidsystem.com or call 1-800-835-4603 or visit the City Website for project documents and updates: www.ci.wheatridge.co.us

Publish Dates:
City website 04/11/18

Kirby Hollums, Buyer II

RFB-18-12
CITYWIDE TRASH REMOVAL, SINGLE-STREAM RECYCLING AND ROLL-OFF SERVICES BID
BID REQUIREMENTS / AWARD CRITERIA

I. INTRODUCTION

A. General

The City of Wheat Ridge (the "City") Municipal Building is located in the northwest area of Denver metropolitan, 7500 W 29th Avenue, Wheat Ridge, CO 80033. The City's area consists of about nine square miles of rolling land adjacent to Interstate 70 transportation corridor between Denver and the Rocky Mountains. The topography is somewhat unique, with a natural ridge traversing the City. The City is a suburban community of approximately 33,000 residents. The City is a home-rule municipality with eight council members, city manager and mayor form of government.

B. Background

Republic Services, dba Alpine Waste & Recycling, is currently under contract to provide trash removal, single-stream recycling, and roll-off services for the City. That contract is nearing its five year expiration date. As a result, the City is requesting bids for similar services. Republic Services is eligible to bid on this new contract.

C. Objectives

The purpose of this Request for Bids (RFB) is to contract with a qualified professional contractor to provide trash removal (collection / disposal), single-stream recycling, and roll-off services to municipal sites citywide. Bids shall include solid waste collection, including proper disposal of collected waste, provision and service of front end loading containers (and roll-off containers) for specified public facilities and various sites in the City; as well as single-stream recyclable materials collection and processing.

Term shall be for one (1) year, currently scheduled to begin June 1, 2018, with the option to renew for four (4) additional one year periods. The contract may then be continued on a month-to-month basis at the established pricing terms until a new RFB process has been completed.

Qualified entities are invited to submit a bid for consideration in accordance with this request. These services will be conducted under a contract with the City of Wheat Ridge, hereinafter referred to as "City" and the contractor entity is hereinafter referred to as "Contractor". Bids shall include - among other items - a company résumé, references, list of previous services provided by the Contractor; statement of services contract acceptance; and a price proposal which shall include a schedule of costs. This RFB will provide the Parks & Recreation Department Open Space Division and the Public Works Operations Division with the assurance that trash removal (collection/disposal), single-stream recycling and roll-off services shall be provided to all City facilities and locations, as indicated in this request, and shall be in compliance with the requirements set forth in this document. All applicable State of Colorado and Federal laws, City and County ordinances, licenses, permits and regulations shall apply to this award and the duration of the agreement.

II. SCOPE OF WORK

The actual services to be performed as determined by the City shall include but not be limited to the following:

A. General Specifications

1. Facilities and Locations:

The City currently has nine (9) locations that require trash disposal, three (3) locations that require regular recycling services, and one (1) location that has been added as a bid alternate for recycling. This number is subject to change and the City reserves the right to either add or delete locations and/or frequency of service(s).

1. Wheat Ridge City Hall	7500 W. 29 th Ave.
2. Richards-Hart Estate	5349 W. 27 th Ave.
3. Wheat Ridge Active Adult Center	6363 W. 35 th Ave.
4. Happiness Gardens	4226 Ammons St.
5. Parks Operations/Anderson Park	4350 Garrison St.
6. Public Works Operations	11220 W. 45 th Ave.
7. Prospect Park	11300 W. 44 th Ave.
8. Wheat Ridge Recreation Center	4005 Kipling St.
9. Van Gordon Property	4201 Van Gordon St.

2. Performance Schedule:

Provide weekly trash removal and single-stream recycling services as specified at each location listed in Exhibit 1. Services shall be performed as indicated Monday through Saturday, excluding designated City holidays, unless otherwise authorized by City contact person, as granted by written approval.

City holidays include:

New Year's Day	Memorial Day	Veteran's Day
President's Day	Independence Day	Thanksgiving Day
Martin Luther King Jr. Day	Labor Day	Christmas Day

The Contractor shall respond to any request from the City of Wheat Ridge within 24 hours of the original contact/request.

The Contractor shall not alter the service window time or service day listed on Exhibit 1 without first contacting City staff and receiving their approval.

The Contractor shall provide delivery/service/pick up for roll off containers as requested, per the following notice and time allowance. The Contractor must respond to inquiries within 24 hours after City staff speaks to a Contractor representative, leaves a phone message or e-mail for the Contractor. The Contractor response to a request for delivery, service or pick up for the City shall be within 48 hours.

3. Un-foreseen Services:

Contractor shall notify the City contact person (_TBD_) regarding any emergencies which prevent the Contractor from meeting the contract requirements at the specified times, or which require services be performed outside of the normal work schedule. A deviation of set time schedules must be approved in writing in advance of such change.

4. Single-Stream Recycling:

Recycle service shall be single stream recycling including a dumpster with lid. Recycle service shall accept the following materials (minimum) and will sort for recycling at landfill or other facility:

- White or pastel office paper
- Blueprints
- File folders
- Phone books
- Opened mail
- Corrugated cardboard and paper bags
- Magazines, brochures and catalogues
- Newspapers
- Loose metal jar/can/bottle lids
- Plastics bottles and tubs #1-7
- Glass bottles and jars
- Empty aerosol cans
- Aluminum or metal soda or food cans

5. Vendors' bids shall include the location of the properly licensed and permitted (as applicable) materials recovery facility that will be used to process the recyclable materials accepted for recycling and a list of the equipment to be used at the facility to separate and prepare the recyclable materials for market. Vendor shall be responsible for the disposal of residue resulting from the processing of recyclable

materials. Recyclable materials shall be stored and/or contained so that their market value will not be reduced as a result of exposure to weather.

B. Refuse Equipment (Dumpsters, Recycling Containers and Roll-Offs), Emptying Schedules, Placement and Access:

The Contractor shall provide all dumpsters. The dumpsters shall be sized as indicated on Exhibit 1. Changes in the size of dumpsters and emptying frequencies shall be determined by the City and mutually agreed upon by the Contractor. All changes shall be in writing.

Dumpsters for normal refuse and for single stream recycling shall be located at nine (9) locations (subject to change) in several areas throughout the City, as listed above. The dumpsters shall be serviced throughout the duration of the contract as specified in Exhibit 1, and as adjusted by written mutual agreement. Equipment placement at each location shall be mutually agreed upon by the City and the Contractor in a consistent manner not offensive to the surrounding environment.

The dumpsters provided by the Contractor shall be new or reconditioned at the time of initial installation under this contract. The dumpsters shall be fly, vermin, leak and rodent proof. The styles of the dumpsters will be approved by the City prior to commencement of the contract. The Contractor will provide examples of dumpsters that are available for the selection process. The style(s) selected will be sited as designated by the City contact.

All dumpsters must be blue for refuse to be taken to approved landfills and green for recyclable items. The City will also accept Green dumpsters with black lids for refuse, and green dumpsters with yellow lids for recycling. The City is open to alternate colors yet desires consistency of all refuse containers being of one color (or combination lid/container) and recycling containers being of another color (or combination lid/container). Dumpsters shall be labeled or signed "For City Use Only" and "No Parking in Front of Container". A recycling symbol or label is required on the recycling containers. The effuse containers shall be detachable for hydraulic or mechanical front emptying, with or without skids and/or casters, and of sufficient cubic yardage as specified in Exhibit 1.

Ownership of all dumpsters provided by the Contractor shall remain the property of the Contractor. However, the City agrees to take reasonable measure for the protection against loss by pilferage or destruction. The City shall inform the Contractor immediately upon knowing of pilferage or destruction occurring to the dumpsters. The Contractor shall have full responsibility for the costs of any damage or loss to its own equipment or property caused by negligence of the Contractor or Contractor's employees. This includes oil leaks from equipment onto City parking lots, sidewalks and driveways. Sanitation services shall be provided by the Contractors.

Any loose items located in the general vicinity of the dumpsters, i.e. refuse that is not in the containers, shall be picked up by the Contractor. The Contractor is responsible for maintaining the area surrounding the dumpsters. This may occur at any location. This may include removal of bulky items; however the weight of such items shall be within reason for handling. This situation may occur if the Contractor fails to empty dumpsters by specified times. If necessary, dumpsters must be pulled away from buildings and fences to clean and maintain the area. Debris that does not fall into the refuse truck while dumpsters are being emptied must be swept and raked immediately by the Contractor's employees on an as-needed basis. The areas surrounding the dumpsters shall be swept and/or raked as a part of normal maintenance.

Normal maintenance shall be no less than quarterly. If needed, this service may be requested by the City representative more frequently.

C. Activities Influencing Invoicing

The Contractor will invoice the City of Wheat Ridge monthly for services rendered. No billing for services yet to be rendered will be accepted. Monthly invoices must be submitted to the City of Wheat Ridge by the seventh (7th) business day of the following month.

The price charged for all services must remain constant and equal to the bid price for the first three (3) years of the contract. A one-time price adjustment not to exceed the current Denver area Consumer Price Index (CPI) may be considered upon completion of the third year of service. A mutually agreed upon price adjustment may be made if the scope of work is altered. No price adjustments may be made or accepted without consent of both the Contractor and the City of Wheat Ridge.

The Contractor must provide online and/or over the phone bill payment capabilities. The Contractor must assist the City in setting up the online or phone bill payment option at all locations requesting this service.

The City requires that a single sales representative and accounting professional be assigned to handle the City of Wheat Ridge accounts, thus providing a single point of contact to address questions and issues that may arise during the life of the contract. In the event of staff turnover, it is expected that the replacement representative will be made knowledgeable of the City of Wheat Ridge accounts prior to their placement.

Contractor shall provide separate billing for each site. Monthly invoices shall be sent to:

City of Wheat Ridge
7500 W 29th Avenue
Attn: (Facility Name) (example: Parks Operations/Anderson Park)
Wheat Ridge, CO 80033

Holidays will have an impact on the amount of waste generated. If a dumpster is emptied prior to a holiday, it may not contain any refuse the day after a holiday. The City shall not be responsible for paying for services not scheduled or requested directly from City staff.

Dumpsters not removed from City locations upon termination of this contract and/or after ten (10) days written notice to the Contractor may be removed and placed in storage by the City. All costs to remove and/or store the equipment shall be the responsibility of the Contractor.

D. Equipment and Facilities Maintenance, Replacement and Sanitation

A program of preventative maintenance and regular replacement of worn, damaged, and malfunctioning equipment owned by the Contractor shall be instituted and carried out by the Contractor. The City shall not maintain nor repair any equipment belonging to the Contractor. The Contractor shall provide the labor, equipment, and supplies for routine cleaning and maintenance of all dumpsters. The Contractor shall be cooperative in maintaining the dumpster areas and equipment in an orderly condition.

All containers shall comply with Federal and State safety requirements. Industry improvements to dumpsters occurring during the life of this contract shall be incorporated by the Contractor with approval of the City.

Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

During the course of performing the services necessary to satisfy the requirements of the scope of work, the Contractor is fully liable for public and private protection while work is in process or at any dump site exposed as a potential hazard. The Contractor shall provide warning devices and/or signs which shall be prominently installed, displayed, in working condition, and fully compliant with all safety regulations.

The Contractor shall have full responsibility to arrange for disposal of all refuse collected from the City facilities in a proper manner at an appropriate landfill and/or recycling center. The Contractor shall comply with all rules and regulations and pay all landfill tipping fees required by private or governmental agencies pertaining to the disposal sites during the life of this contract. Only licensed and permitted landfills shall be used to dispose of waste. Contractors shall provide a list of the landfill(s) utilized to dispose of the City's waste in addition to the landfill license number(s) and tipping fee(s) with their bid.

The City shall require reimbursement of all costs expended by the City in regard to any improper or illegal handling of refuse by the Contractor.

The Contractor's motor vehicles used for emptying dumpsters shall be restricted to streets, combination drive-walks, loading dock areas, and similarly surfaced locations designated by the City. The Contractor shall be responsible for repairing/replacing all damaged surfaces (e.g. oil leaks).

E. Requirements

The Contractor shall provide a copy of their firm's employee handbook, describing uniform requirements set by the Contractor's company. Contractor's employees shall carry all the legal documents they need at all times: driver's license, insurance information and employee identification.

III. BID SUBMISSION

A. Submit to: Provide one (1) marked "Original", two (2) marked "Copy", in a sealed envelope

Address: City of Wheat Ridge Municipal Building
ATTN BID: Kirby Hollums
7500 W 29th Avenue, Purchasing & Contracting Division
Wheat Ridge, CO 80033

MARK OUTSIDE OF ENVELOPE: "BID" RFB-18-12 CITYWIDE TRASH REMOVAL, SINGLE-STREAM RECYCLING AND ROLL OFF SERVICES BID

BID DUE DATE: TUESDAY, MAY 1, 2018 BY 1:00 PM OUR CLOCK. NO EXCEPTIONS.

IV. EVALUATION AND AWARD

Award will be to the lowest most responsive and responsible bidder whose bid meets the requirements and criteria outlined, and that provides best value to the City. This will be determined through reference checks and an evaluation of the responses to the Mandatory Minimum Requirements section of this bid. Do not qualify your bid or alter the bid format. The City uses a one-step selection process.

Award will be based on an item by item bid amount.

The City reserves the right to base its evaluation on a "Should Cost" analysis to reflect the real costs to the City arising out of or incidental to the award. Proposing firms should therefore avoid unbalanced pricing and other cost presentation tactics that attempt to understate, conceal or distort real costs or otherwise take advantage of a mere formula-oriented, non-judgmental type of cost or price analysis. The City shall look to substance more than format and shall perform its cost and price evaluation on the basis of probable real costs.

The City reserves the right to reject any and all bids submitted and/or request additional information for clarification.

This RFB does not commit the City of Wheat Ridge to award a contract or pay any costs associated with the preparation of the bid. The City reserves the right to cancel, in part or in its entirety, this solicitation at its sole discretion.

V. ANTICIPATED SCHEDULE OF EVENTS

All times are local and by our clock.

RFB Issued	April 11, 2018
Pre-bid Site Tour	April 17, 2018 at 2:00 PM
Inquiry Deadline (Written, email)	April 20, 2018 at 3:00 PM
Final Addendum Issued	April 25, 2018
Bid Due Date and Time	May 1, 2018, 1:00 pm
Start Date	June 1, 2018

POINT OF CONTACT: Kirby Hollums, Buyer II, khollums@ci.wheatridge.co.us, or phone 303-235-2885 on all questions and inquiries. Do not contact the user department.

VI. TERMS AND CONDITIONS

Term: The initial period of the annual agreement is intended for one year, with the option to renew for up to four additional one year periods, at the sole discretion of the City.

Delivery/Service Address: See locations listed and on spreadsheet. See Exhibit 1.

Payment: Payments will be made within thirty (30) days of receipt of approved delivery and invoice. Payment by credit card is preferred. Financial obligations of the City, payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

Renewal: The City has the option to renew the agreement at its discretion for up to four (4) additional one (1) year periods. Bid prices may not be increased within the first three (3) years of the agreement. Any requests for a one-time price increase for the remaining two (2) option years must be submitted to Purchasing at least 60 days in advance of the renewal date. The City reserves the right to accept the requested price escalation not to exceed the then current Denver CPI, to negotiate price increases which are lower than those requested, or to re-bid the items at no penalty.

Modification or Changes: All modifications must be in writing and signed by both parties.

Warranties: Bidder warrants all goods and services will meet or exceed applicable specifications, samples and/or other descriptions given to the City, and will be free from defects. Bidder warrants that all collected refuse and recyclable materials will be processed through a licensed and permitted facility. Any breach of warranty will be at the Bidder's expense and at the direction of the City.

Assignment/Subcontract: No portion of this Bid may be assigned or subcontracted without the prior written approval of the City.

Bid Results are posted on the City of Wheat Ridge website at www.ci.wheatridge.co.us
Access the site for bid results. If award is not yet posted, it is still under evaluation.

Funding: There is in effect within the City of Wheat Ridge, Colorado, Section 2-4 of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The Contractor is specifically advised of this Section 2-4 of the Code of Laws. This Contract is specifically subject to the provisions of said Code Section. Funding of this contract for any time period after January 1, of the year succeeding the date of entry of this contract is expressly contingent upon appropriations being made by the City Council of the City of Wheat Ridge, Colorado. No promise, expressed or implied, is made that such funding will be approved by the City Council, acting in its legislative discretion.

Low Tie Bids shall be decided in accordance with the provision of C.R.S., Section 24-113-203.5, as it currently exists or is hereafter amended, which give a preference to resident bidders. Any bidder who wishes to be considered a "resident bidder" for purposes of the tie bid procedure provided in C.R.S., Section 24-113-203.5 shall include with their bid proof that he/she meets the definition of resident bidder as set forth in either C.R.S., Section 24-113-111 (6)(a) or C.R.S., Section 24-113-111 (6) (b).

Vendor Offset: No award will be issued to any person, firm or corporation that is in arrears to the City, upon debt or contract that is a defaulter, as surety or otherwise, upon any obligation to the City or that is deemed irresponsible or unreliable by the City. If requested, Bidders shall be required to submit satisfactory evidence that they have a practical knowledge of the particular good/service bid upon and that they have the necessary financial resources to provide the proposed good or service as described in the specifications.

Termination for Cause: If the successful Bidder shall fail to fulfill in a timely and proper manner its obligations, violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the agreement by giving written notice to the Bidder of such termination. All completed or unfinished work, reports, materials, documents and anything relating to the project shall become property of the City. The Bidder shall not be relieved of liability to the City for any damages sustained by virtue of the breach. The City may withhold payments until the cost of the damages is assessed. In the event of cancellation based on lack of contract compliance, the City will not be subject to any early termination or cancellation charges.

Termination For Convenience: The City may terminate the award at any time by giving written notice to the successful vendor of such termination and specifying the effective date, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished services, reports, materials prepared or furnished by the successful Bidder under the award shall at the option of the City become its property. If the award is terminated by the City, the vendor will be compensated for all services rendered for which compensation has not already been issued. If the award is terminated due to the fault of the vendor, termination of award for cause, relative to termination shall apply.

Indemnification: The Contractor agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Contractor to provide services pursuant to the terms of this Agreement.

VII. INSTRUCTIONS TO BIDDERS

1. Bids must utilize the bid forms provided. Do not re-type forms. Provide all requested information and authorized signature in ink.
2. Bid unit prices and extended amounts when called for. In case of mathematical error in extensions, the unit price will prevail. If unable to bid, indicate "NO BID".
3. All changes or modifications (adds, deletes, additional information, etc.) shall be distributed through written addendum and provided to all bidders. Verbal responses will not be considered.
4. A bid with missing or inconsistent information may be considered non-responsive and may not be evaluated. Do not qualify your bid nor alter the bid format.
5. The prices proposed shall be exclusive of any Federal, State or City taxes. Tax exempt #84-0595832 Federal, #98-03515 State, and #70000 City of Wheat Ridge. Tax exemption certificates will be issued upon request.
6. All bids must be F.O.B. destination, freight prepaid, unless otherwise directed.
7. **SUBMIT THREE (3) BIDS; ONE (1) MARKED ORIGINAL AND TWO (2) MARKED COPY.**
8. **Submit your bid no later than TUESDAY, MAY 1, 2018 by 1:00 PM local time**, to the Wheat Ridge Municipal Building 7500 W 29th Avenue, Wheat Ridge, CO 80033. Attention: Kirby Hollums, Buyer II. Bids submitted to any other location will not be accepted and considered non-responsive.
9. Bids will be accepted in the Purchasing Division only. Time and date validation will occur. All bids received after the deadline are considered non-responsive and disqualified.
10. Bids must be sealed. Must mark bid number **RFB-18-12** and bid due date and time on the outside envelope. No fax or electronic bids will be accepted.

VIII. VENDOR REQUIREMENTS, SUBMITTAL CONTENT AND INFORMATION:

Mandatory Minimum Requirements:

1. Awarded firm must have been in business in the Denver metro area for a minimum of five (5) years providing similar services. Provide a copy of your Business License and/or State Sales Tax license to verify this requirement.
2. Awarded firm must obtain a valid City Business/Use Tax license prior to doing business in the City of Wheat Ridge.
3. Awarded firm must provide reference information from at least three (3) different clients of similar size and scope that the firm has served within the last three (3) years. This information must include the name of the client, contact information, a summary of services provided and the dollar value of the service, and the dates that the service was provided.

4. Awarded firm must provide a certificate of insurance for general liability, workers compensation, and automobile insurance in limits prescribed by City and State requirements, as per attachment. Proof of insurance will be required at time of award.
5. Awarded firm must provide the name and location of landfill that will be used and the name and location of the properly licensed and permitted (as applicable) materials recovery facility that will be used to process the recyclable materials.
6. Awarded firm must provide online and/or over the phone monthly credit card bill payment capabilities.
7. Awarded firm must possess Contractor's license for the type of work to be performed.

A. General Requirements

1. Sign and complete the included Signature Page, Vendor Qualification Form, Non-Collusion Affidavit, Illegal Alien Certification Form, and Non-Discrimination Assurance Form.
3. Provide a statement that the offer is valid for at least a sixty (60) day period. Submit both pages of Exhibit 1 as your price proposal.

B. Summary of Qualifications and Experience (Contractor Qualification Form and supplemental information)

1. State whether the firm is local, regional, national or international.
2. Identify the owner(s) of the firm and legal status (sole proprietor, corporation, etc.).
3. Give the location of the office from which work is anticipated to be done and the number of employees of the company overall and at this location.
4. Provide the name of the person responsible for the coordination of the trash removal, single-stream recycling and roll-off service to be provided to City. This person shall be a regular employee of the trash collection and disposal services and recycling company.

C. Cost and Fees

1. The City shall not be responsible for any costs associated with the development of bids submitted by respondents to this solicitation. Submittals will not be returned and may become public information in accordance with existing procurement laws and regulations.
2. Develop costs and fees for the services requested. Exhibit 1, Specifications and Price List must be completed. Bid shall be valid for sixty (60) calendar days after bid opening date. Bids shall not be withdrawn after bid due date.

DO NOT SUBMIT ABOVE TEXT PAGES

**BIDDER INFORMATION FORM
SIGNATURE PAGE - SUBMIT THIS PAGE WITH YOUR BID**

**RFB-18-12
CITYWIDE TRASH REMOVAL, SINGLE-STREAM RECYCLING
AND ROLL-OFF SERVICES BID**

BID DUE DATE: TUESDAY, MAY 1, 2018 BY 1:00 PM OUR CLOCK

SEALED BIDS MUST BE MAILED OR DELIVERED TO:

City of Wheat Ridge Municipal Building
Attention: Kirby Hollums
BID - Purchasing & Contracting Division
7500 W 29th Avenue
Wheat Ridge, CO 80033

IMPORTANT: PLEASE READ ENTIRE DOCUMENT

FEIN/SSN (Required) _____ F.O.B.: DESTINATION _____
Federal I.D. Number

DELIVERY (upon receipt of order) _____ TERMS: _____
Specify days or weeks, include shipping time

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ FAX _____

CLEARLY TYPE/PRINT NAME _____

AUTHORIZED SIGNATURE OF PERSON ABOVE _____

TITLE _____ EMAIL _____

ACKNOWLEDGE ADDENDUM: Bidder is responsible for confirming receipt of each addendum, please initial.

#1 _____ #2 _____ #3 _____ #4 _____

DO YOU ACCEPT VISA FOR PAYMENT? _____ WITHOUT ADDITIONAL FEES? _____

DO NOT CONTACT THE USER DEPARTMENT.

POINT OF CONTACT: Kirby Hollums, Buyer II, khollums@ci.wheatridge.co.us or 303-235-2885.

No oral, facsimile or telephone bids or modifications will be accepted as a sealed bid. Signature acknowledges that Bidder has read the bid documents thoroughly before submitting a bid and will fulfill the obligations in accordance to the terms, conditions and specifications without collusion with any individual or firm. **Do not submit more than one bid from your firm or all bids from your firm will be disqualified.** Bids must be signed.

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

**VENDOR QUALIFICATION FORM
RFB-18-12**

IMPORTANT: THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

The following information is considered the minimum required to evaluate the qualifications of vendors intending to provide services for the City of Wheat Ridge. Any additional information the contractor feels is pertinent, or which clarifies items below, is welcome and may be attached.

The City will contact previous clients and references as a part of the evaluation process; thus, letters of reference may shorten the evaluation period if they are attached to this form.

1. **Name of Firm:** _____

Address: _____

State: _____ Zip: _____ Phone: _____

Principal in Charge: _____

Type of Business Organization:

_____ Sole Proprietorship _____ Corporation

_____ Partnership _____ Limited Partnership

State in Which Incorporated _____ Joint Venture _____

Name, position, and address of contact person regarding the information on this form:

Number of years your firm has done business under current name: _____

Previous firm names and/or partnerships or firms you have had any interest in, and number of years of each name:

2. **Attach a list of all major accounts for the last two (2) years. For each account, indicate the following:**

Original contract bid amount

Owner (address, telephone, and contact)

Account services provided

Litigation or claims related to each project. State nature of claim, the parties, the dollar value, the status and outcome including the value of any judgment or settlement.

Name, address and phone number of reference person.

3. **List major equipment, facilities, number and type of employees available for City contract work.**

State type of work normally done by your forces, and work you normally subcontract.

4. **Have you ever terminated or abandoned any work prior to completion or had work completed by others?** Yes _____ No _____

If yes, describe the situation.

Has your firm, or any firm you have had any interest in, ever been debarred or prohibited from contract work with any government or private institution? Yes _____ No _____

If yes, describe the situation.

The City staff will evaluate all qualification forms. The evaluation will include the following:

- Verification of statements and information provided
- Ability to perform work of similar nature
- Financial stability and capability
- Any pattern of controversy, poor management, delayed claims, late completion, inferior service or equipment, or other undesirable characteristics

This qualification process is not intended to restrict competition. The intent is to protect the City's legitimate interests by ensuring that vendors are competent, capable of quality work, and financially able to complete the work awarded.

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-COLLUSION AFFIDAVIT
RFB-18-12
CITYWIDE TRASH REMOVAL & SINGLE STREAM RECYCLE

COMPANY SUBMITTING BID _____

STATE OF: _____

COUNTY OF: _____

_____ of lawful age, being duly sworn, on oath says that (s)he is the agent authorized by the Bidder to submit the attached bid. Affidavit further states that the Bidder has not been a party of any collusion among Bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or any Federal, State or Municipal official or employees as to quantity, quality, or price in the prospective Contract, or any other items of said prospective Contract; or in any discussions between bidders and any Federal, State or Municipal official concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

NAME _____

TITLE _____

Subscribed and sworn to before me this ____ day of _____, 20__

NOTARY PUBLIC SIGNATURE

My Commission Expires:

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
CERTIFICATION STATEMENT FOR
ILLEGAL ALIENS, COMPLIANCE TO HB 1343

THIS FORM MUST BE SUBMITTED WITH YOUR BID

The Vendor, whose name and signature appear below, certifies and agrees as follows:

1. The Vendor shall comply with the provisions of CRS 8-17.5-101 et seq.
2. The Vendor shall not knowingly employ or contract with an illegal alien to perform work under this purchase order or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.
3. The Vendor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, or (ii) otherwise shall comply with the requirements of CRS 8-17.5-102(2)(b)(I).
4. The Vendor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Vendor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the City may terminate the above referenced purchase order for breach and the Vendor shall be liable for actual and consequential damages to the City of Wheat Ridge.

CERTIFIED and AGREED to this _____ day of _____, 20_____

BID NUMBER: _____

FIRM: _____
(Print Full Legal Name)

Authorized Signature: _____

Print Name: _____

Print Title: _____ Date: _____

Attestation: (A corporate attestation is required.)

BY: _____
Corporate Secretary or Equivalent

Place corporate seal here, if applicable

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE, CO
NON-DISCRIMINATION ASSURANCE FORM
TITLE VI REGULATIONS AT 49 CFR PART 21

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color or national origin by any entity receiving Federal financial assistance.

The City of Wheat Ridge is a recipient of Federal financial assistance and as such, it—as well as all of its responsible agents, contractors and consultants—is required by the United States Department of Transportation Title VI Regulations at 49 CFR Part 21 (the Regulations) to assure nondiscrimination. The City of Wheat Ridge assures that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin under any program or activity conducted by the City.

All bidders are hereby notified that the City of Wheat Ridge will affirmatively ensure that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. This applies to all solicitations for bids for work or material subject to the Regulations, and for all proposals for negotiated agreements.

The bidder, whose name and signature appear below, certifies and agrees as follows:

1. The bidder shall comply with the provisions of Title VI of the Civil Rights Act of 1964.
2. The bidder assures the City of Wheat Ridge that disadvantaged business enterprises are afforded full opportunity to submit bids as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color or national origin in consideration for award.
3. The bidder shall comply with all reasonable requests made in the course of an investigation of Title VI, the Regulations and this assurance by the Colorado Department of Transportation, the US Department of Transportation or the City of Wheat Ridge, as a sub-recipient of Federal financial assistance.
4. The bidder agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under Title VI, the Regulations and this assurance.

FIRM: _____
(Print full legal name of company)

AUTHORIZED SIGNATURE: _____

Printed Name and Title: _____

Date Certified and Agreed: _____

Attestation: (A corporate attestation is required)

Place corporate seal below:

BY: _____
Corporate Secretary or Equivalent

Bidder must complete and SUBMIT this form with bid/proposal or will be considered Non-Responsive and/or Non-Responsible and therefore disqualified from bidding.

CITY OF WHEAT RIDGE
INSURANCE REQUIREMENTS

INSURANCE: The successful bidder will be required to submit certificate(s) showing the following minimum insurance coverage:

INSURANCE	MINIMUM LIMIT
Worker's Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
Employer Liability, Coverage B	\$500,000 per person \$500,000 per accident \$500,000 each disease

Commercial General Liability
(including Premises-Operations; Independent Contractor's Protective; Broad Form Property Damage and Contractual Liability):

Bodily Injury	\$1 million per occurrence \$2 million aggregate
Property Damage	\$1 million per occurrence \$2 million aggregate

An endorsement covering any explosion, collapse and underground exposures, "XCU", in the Commercial General Liability policy is also required.

Comprehensive Automotive Liability
(Owned, hired and non-owned vehicles)

Bodily Injury	\$2 million per occurrence
Property Damage	\$2 million per occurrence

The City of Wheat Ridge shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.

**SUBMIT A BID ONLY IF YOU ARE PREPARED
TO COMPLETE THIS REQUIREMENT.**



**RFB-18-12
SERVICES AGREEMENT**

SAMPLE

THIS AGREEMENT made this _____ day of _____ **2018**, by and between the City of Wheat Ridge, Colorado, hereinafter referred to as the "City" or "Owner" and _____, _____, hereinafter referred to as the "Contractor".

WITNESSETH, that the City of Wheat Ridge and the Contractor agree as follows:

ARTICLE 1 – SERVICES

The Contractor has demonstrated their ability to perform services and provide products. Contractor shall provide at a minimum all of the specific services required per **RFB-18-12** _____, and the vendor's bid (Exhibit I) attached hereto and incorporated herein by reference.

ARTICLE 2 – TERM

This Agreement shall commence after receipt of a fully executed copy of this Agreement to the extent that the Contractor has been authorized to proceed by the City. The term shall be for one year with the option to renew for up to four additional one-year periods.

ARTICLE 3 – PAYMENT AND FEE SCHEDULE

It is understood and agreed by and between the parties hereto, that the City shall pay the Contractor for services provided and the Contractor shall accept a Not to Exceed amount of _____, \$_____ as full payment for such services.

A. Invoices by Task

Invoices will be submitted by the Contractor monthly for services performed and expenses incurred pursuant to this Agreement during the prior month. The processing of payment will be expedited by the Treasurer's Office through proper accounting procedures. Payment will be made to the Contractor within thirty (30) days of the receipt of the approved invoices for services rendered.

B. Funding

There is in effect within the City of Wheat Ridge, Colorado, a provision of the City's Code of Laws which limits the amount for which the City shall be liable to the amount expressly appropriated by the City Council, either through budgeted appropriation, or contract or bid award. The Consultant is specifically advised of the provisions of this portion of the Code of Laws of the City of Wheat Ridge, which was enacted pursuant to Ordinance 787, Series of 1989, and expressly incorporated herein. This contract is specifically subject to the provisions of said Ordinance and adopted Code Section.

ARTICLE 4 – INDEPENDENT CONTRACTOR

In performing the work under this Agreement, the Contractor acts as an independent Contractor and is solely responsible for necessary and adequate worker's compensation insurance, person injury and property damage insurance, as well as errors and omissions insurance. The Contractor, as an independent Contractor, is obligated to pay federal and state income tax on monies earned. The personnel employed by the Contractor are not and shall not become employees, agents or servants of the City because of the performance of any work by this agreement. The Contractor warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for it, to solicit or secure this Agreement, and that it has not paid or agreed to

pay any company or person, other than bona fide employees working solely for the Contractor, any commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 5 – INSURANCE

In accordance with Article 4 above, the Contractor shall furnish a certificate of insurance upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the City and received approval thereof, a certificate of Insurance showing compliance with the following minimum types and coverage of insurance.

INSURANCE	MINIMUM LIMIT
Worker’s Compensation, Coverage A	Statutory, including occupational disease coverage for all employees at work site.
Employer Liability, Coverage B	\$500,000 per person \$500,000 per accident \$500,000 each disease

Commercial General Liability
(including Premises-Operations; Independent Contractor’s Protective; Broad Form Property Damage and Contractual Liability):

Bodily Injury	\$1 million per occurrence \$2 million aggregate
Property Damage	\$1 million per occurrence \$2 million aggregate

An endorsement covering any explosion, collapse and underground exposures, “XCU”, in the Commercial General Liability policy is also required.

Comprehensive Automotive Liability
(Owned, hired and non-owned vehicles)

Bodily Injury	\$2 million per occurrence
Property Damage	\$2 million per occurrence

The City of Wheat Ridge shall be named as additional insured on all liability policies. Insurance shall include provisions preventing cancellation without 30 days prior notice by certified mail to the City.

Nothing herein shall be deemed or construed as a waiver of any of the protections to, which the Agencies may be entitled pursuant to the Colorado Governmental Immunity Act, sections 24-10-101, C.R.S., as amended.

ARTICLE 6 – INDEMNIFICATION

The Contractor agrees to indemnify and to hold the City and its agents harmless for, from and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons, entities, or property causes or sustained by any person or persons as a result of the negligent performance or failure of the Contractor to provide services pursuant to the terms of this Agreement.

ARTICLE 7 – CHANGE ORDERS OR EXTENSIONS

The City may, from time to time, require changes in the scope of services of the Contractor to be performed herein. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, must be mutually agreed upon in writing by the City and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the Request for Bids, or if no provision exists, pursuant to the terms of

the Change Order.

ARTICLE 8 – EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin. The Contractor shall adhere to acceptable affirmative action guidelines in selecting employees and shall ensure that employees are treated equally during employment, without regard to their age, race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 9 – CHARTER, LAWS AND ORDINANCES

The Contractor at all times during the performance of this Agreement, agrees to strictly adhere to all applicable Federal, State and local laws, rules, regulations, and ordinances that affect or govern the work as contemplated under this Agreement.

ARTICLE 10 – LAW AND VENUE

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this contract is with the District Court of Jefferson County, Colorado.

ARTICLE 11 – TERMINATION

The Contractor acknowledges that his failure to accomplish the work as described shall be considered a material breach of the contract and entitle the City to consequential damages resulting from failures, acts, or omissions including but not limited to re-procurement costs, insufficient or improper work.

The City and the Contractor agree that this Agreement may be canceled for cause, by either party with a fifteen (15) day prior written notice. The cost of completing the portion of the work which remains unperformed at the time of such termination shall be deducted from the contract price before payment is made.

The City may terminate the Agreement for its convenience upon thirty (30) days written notice. In the event of such termination, the consultant will be paid for all work and expenses incurred up until the time of such termination.

All work accomplished by the Contractor prior to the date of such termination, shall be recorded and tangible work documents shall be transferred to and become the sole property of the City, prior to payment for services rendered.

ARTICLE 12 – NOTICES

City Contact:	Contractor Contact:
City contact name	Vendor contact name
Title, Department	Vendor
Address	Address
Wheat Ridge, CO 80033	City, State, Zip
Email address	Vendor email address
Phone:	Phone:
Fax:	Fax:

ARTICLE 13 – ASSIGNMENT AND SUB-CONTRACTORS

The duties and obligations of the Contractor arising hereunder cannot be assigned, delegated, nor subcontracted except with the express written consent of the City. The sub-contractors permitted by the City shall be subject to the requirements of this Agreement, and the Contractor is responsible for all subcontracting arrangements and the delivery of services as set forth in this Agreement. The Contractor shall be responsible for the performance of any sub-contractor.

ARTICLE 14 – SEVERABILITY

To the extent that the Agreement may be executed and performance of the obligations of the parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as a waiver of any other term, or the same term upon subsequent breach.

ARTICLE 15 – INTEGRATION OF UNDERSTANDINGS

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force and effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in writing and signed by an authorized representative of the City and the Contractor.

ARTICLE 16 – PROHIBITION ON EMPLOYING OR CONTRACTING WITH ILLEGAL ALIENS

- A. The Contractor hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the “Programs”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a sub-contractor that fails to certify to the Contractor that the sub-contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.
- D. The Contractor is prohibited from using the programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a sub-contractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the sub-contractor and the City within three (3) days that the Contractor has actual knowledge that the sub-contractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the sub-contractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the sub-contractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the sub-contractor if during such three (3) days the sub-contractor provides information to establish that the sub-contractor has not knowingly employed or contracted with an illegal alien.
- F. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

ARTICLE 17 – AUTHORIZATION

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein and to perform the duties and obligations described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in **two (2)** copies, each of which shall be deemed an original on the day and year first written above.

ATTEST

JANELLE SHAVER, CITY CLERK

DATE

(Seal)

APPROVED AS TO FORM:

GERALD DAHL, CITY ATTORNEY

ATTEST TO CONTRACTOR:

NAME

TITLE

DATE

OWNER

**CITY OF WHEAT RIDGE
7500 W 29TH AVENUE
WHEAT RIDGE, CO 80033
303-234-5900**

PATRICK GOFF, CITY MANAGER

CONTRACTOR

**COMPANY
ADDRESS
CITY, STATE, ZIP
PHONE**

AUTHORIZED SIGNATURE

PRINT NAME

TITLE

DATE