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CITY AND COUNTY OF DENVER



Department of General Services  
PURCHASING DIVISION  
[www.denvergov.org/purchasing](http://www.denvergov.org/purchasing)  
Buyer: Ruth Bruski  
720-913-8153

## FORMAL PROPOSAL

Formal Proposal No. 10904

### Recycling Processing/Materials Recovery Facility Services

#### SCHEDULE OF EVENTS

• Proposal Issued	August 11, 2017		
• Deadline to Submit Additional Questions	August 21, 2017	2:00 P.M.	Local Time
• Response to Written Questions	August 25, 2017		
• Proposal Due Date	September 5, 2017	2:00 P.M.	Local Time

**Vendor offers to furnish to the City and County of Denver the materials, supplies, products or services requested in accordance with the specifications and subject to the Terms and Conditions described herein.**

#### **VENDOR SIGN HERE**

Company Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Printed or Typed Name)

Signature: \_\_\_\_\_  
Signature constitutes acceptance of all Terms and Conditions listed on this form and all documents attached.

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**THIS PROPOSAL MUST BE RETURNED ELECTRONICALLY THROUGH THE ROCKY MOUNTAIN E-PURCHASING SYSTEM (BIDNET®).**

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## SECTION A: GENERAL INFORMATION & PROPOSAL INSTRUCTIONS

### A.1 BACKGROUND AND OBJECTIVES:

Denver Solid Waste Management (DSWM) provides residential recycling, organics, and solid waste collection services to single-family households and multi-family residential buildings with up to seven (7) units. Solid waste service is provided to approximately 176,000 households. Approximately 144,000 (82 percent) eligible households received recycling collection service in 2016 on a subscription basis (which means there is no charge for recycling service, however, residents must request service). Starting in 2017, DSWM will provide recycling collection service to all households and no longer require a subscription. Table 1 below provides historical data on recycling tonnage and household subscriptions.

### A.2 OBJECTIVES:

The City is soliciting proposals from qualified Proposers and intends to enter into an agreement with a contractor to provide all facilities, equipment, labor, and services required to receive, process, and market Recyclables collected by the City. The City intends to accomplish the following objectives through the Agreement:

- Maximize the financial benefit to the City from the sale of Recovered Materials.
- Maximize the amount of Recovered Materials produced from the City's Program Recyclables.
- Minimize the cost and impact on City recycling collection operations associated with the delivery of Program Recyclables to the Contractor.
- Maximize reliability and quality of service.
- Support City recycling public education, community outreach, and other activities.
- Form a cooperative partnership with the Contractor to maximize the impact of public outreach and education on the quantity and quality of Program Recyclables.

***\*\*These objectives form the basis of the City's criteria for evaluating proposals.***

The anticipated commencement date is November 1, 2017.

### A.3 ROCKY MOUNTAIN E-PURCHASING (BidNet):

The City is collaborating with Rocky Mountain E-purchasing System (BidNet) in the advertisement and facilitation of Formal Bids and Requests for Proposals (RFP) administered by the City's General Services Purchasing Division.

It is a requirement of this Formal Bid / RFP that interested parties familiarize themselves and register with BidNet; proposer/ contractors who do not register may be considered non-responsive.

Registration with BidNet is available at NO CHARGE and allows proposers access to view governmental bids posted on BidNet; they offer an additional notification service option with an associated fee. It is the responsibility of the proposer/ contractor to evaluate and select the service option of their choice.

The City is not responsible for the actions or lack thereof on the part of the proposer / contractor in regards to their interaction with BidNet, or any other third-party bid notification service in relation to this Formal Bid/RFP.

More information is available at: [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com) or by calling 1-800-835-4603.

#### A.4 ELECTRONIC SUBMISSION OF PROPOSALS:

Submission of proposals for this solicitation may only be done electronically through BidNet®. Proposals must be submitted at [www.BidNetDirect.com](http://www.BidNetDirect.com), no later than the date and time indicated in the proposal.

Proposers who feel they are unable to prepare and submit an electronic submittal should submit a request in writing to the Buyer, no later than the Question due date, for permission and instructions for submitting a hardcopy proposal.

#### A.5 PROPOSAL QUESTIONS:

The City shall not be bound by and the Vendor shall not request or rely on any oral interpretation or clarification of this proposal. Therefore, any questions regarding this proposal are encouraged and should be submitted in writing by email to:

City Buyer: **Ruth Bruski**  
E-Mail: **[ruth.bruski@denvergov.org](mailto:ruth.bruski@denvergov.org)**

Questions received up to deadline to submit question in the Schedule of Events will be answered in writing per the Schedule of Events. Answers to questions from any Vendor will be provided to all Vendors.

All communications regarding this proposal shall only be through the City's buyer listed above. No communication is to be directed to any other City personnel.

#### A.6 ADDENDA:

In the event it becomes necessary to revise, change, modify or cancel this Proposal or to provide additional information, addenda will be issued and made available in writing. It is the responsibility of the proposer/contractor to confirm that they have acquired all addenda related to this solicitation and they have reviewed/complied with the requirements therein.

## **A.7 SUBMISSION OF PROPOSALS:**

Your proposal to be submitted in the following order:

### **Section 1:**

- a) Signed Cover Sheet
- b) Contract Certification Form (Section C.2)
- c) Vendor Information Sheet (Section C.3)
- d) Vendor Sustainability Information (Section C.4)
- e) W9 Form
- f) Vendor's Checklist (Section F)
- g) Submitted on-line (See A.23) Diversity and Inclusiveness Form  
<https://fs7.formsite.com/CCDenver/form161/index.html>

### **Section 2:**

Section D: Additional Required Information

Note: To standardize the format of all proposals, Proposers are required to respond to all questions in the order given and to list the item number and restate the question prior to giving their answer.

### **Section 3:**

Section E: Shared Revenue Proposal Form to be completed and submitted at time of submission.

## **A.8 ALTERNATE RESPONSES:**

It is our intent to solicit proposals that afford the City the most cost efficient, technically responsive proposal for the acquisition of the subject matter of this proposal. However, we recognize that there may be arrangements different from that requested hereunder that would offer additional benefits to the City while satisfying the applicable requirements of this proposal. Accordingly, you may submit alternative proposals for consideration, which offer such additional benefits in addition to the requested baseline proposal. These alternatives will be evaluated in conjunction with the primary (baseline) approach for each proposal.

## **A.9 ACCEPTANCE PERIOD:**

Proposals in response to this proposal shall indicate that they are valid for a period no less than 120 days from the closing date.

## **A.10 TERM:**

The term of the resulting contract shall be for an initial three years from date of City signature, with an option for two (2) additional two (2) year terms via written amendment.

## **A.11 TECHNICAL REQUIREMENTS/STATEMENT OF WORK:**

Section B of this proposal contains our proposed Scope of Work and/or Technical Requirements. This document shall form the basis of a Contractual Agreement covering the subject matter of this proposal. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Any exceptions to this documentation will be taken into consideration when evaluating

proposals submitted. The City reserves the right to reject any or all of your proposed modifications. The City welcomes cost saving proposals which still satisfy all technical and business objectives.

#### **A.12 PROPOSAL CONDITIONS AND PROVISIONS:**

This proposal must be signed by a duly authorized official of the proposing company. The completed and signed proposal (together with all required attachments) must be returned to the Department of General Services on or before the time and date of the deadline shown on page one. ***This proposal MUST be returned in a sealed envelope or if applicable electronically through the Rocky Mountain E-purchasing System (BidNet® at [www.rockymountainbid.system.com](http://www.rockymountainbid.system.com)).***

Proposers who feel they are unable to prepare and submit an electronic submittal should submit a request in writing to the Buyer, no later than the Question due date, for permission and instructions for submitting a hardcopy proposal.

All participating Vendors, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the Vendor in this proposal shall constitute cause for rejection by the Manager of General Services. Exceptions or deviations to this proposal must not be added to the proposal pages, but must be on vendor's letterhead and accompany proposal. Should the City omit anything from this RFP which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the Vendor shall secure written instructions from the Manager of General Services at least forty-eight (48) hours prior to the time and date shown in page one.

Typographical errors in entering quotations on your proposal may result in loss of award of this proposal.

All Vendors are required to complete all information requested in this proposal. Failure to do so may result in the disqualification of proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its judgment it deems it to be in the best interest of the City to do so.

Unit price for each item shall be shown and shall be for the unit of measurement indicated. In case of error in extension of prices, the unit price will govern.

The Manager of General Services reserves the right to waive any technical or formal errors or omissions and to reject any and all proposal(s), or to award contract for the items hereon, either in part or whole, if he deems it to be in the best interests of the City to do so.

The successful Vendor shall be in complete compliance with all of the specifications, terms and conditions of this proposal as outlined above. The City shall have the right to inspect the facilities and equipment of the successful Vendor to insure such compliance.

The City shall not be liable for any costs incurred by vendor in the preparation of proposals or for any work performed in connection therein.

#### **A.13 GRATUITIES AND KICKBACKS:**

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee (within six months of termination from City employment), or for any employee or former employee (within six months of termination from City employment) to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding of application, request for ruling, determination, claim or

controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any City and County of Denver employee, the proposal shall be disqualified and shall not be reinstated.

**A.14 NON-COLLUSIVE VENDOR CERTIFICATION:**

By the submission of this proposal, the vendor certifies that:

- A. The proposal has been arrived at by the vendor independently and has been submitted without collusion with any other vendor.
- B. The contents of the proposal have not been communicated by the vendor, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the vendor or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of the proposal.
- C. No vendor shall submit more than one proposal for this purchase. It shall be the responsibility of each vendor to obtain the prior written permission of the Director of Purchasing before proposal opening in every situation in which the vendor, due to corporate association or other affiliation, may be found to be impermissibly associated with another vendor. Failure to observe this requirement could result in all such affiliated proposals being rejected.

**A.15 AWARDS:**

The following criteria may be used for the proposal evaluation but are not limited to:

- a. Proposed Revenue Share
- b. Qualifications/references (Section E.2)
- c. Quality of services provided to public jurisdictions; and  
Demonstrated experience establishing collaborative partnerships with public jurisdictions.
- d. Financial stability
- e. Non-performance History
- f. Proposed MRF
- g. Proposed OMM Plan
- h. Flexibility
- i. Independent Research
- j. Response to the City's proposed Sample Contract provisions (D.2)
- k. Interviews and/or presentation, if required.
- l. Responsiveness and Quality of the Proposal and Submittals
- m. Required Submittals (as applicable)

The City anticipates awarding one (1) Vendor, however, the City reserves right to award on an "all or none" basis by task if it is deemed to be the best interest of the City. For any task, prices must be shown for each item within the task. Proposals submitted without individual item prices listed will be considered as non-responsive and rejected.

The City may request oral presentations as part of the evaluation process. Additionally, the City reserves the right to conduct negotiations with one or more Vendors.



Any award as a result of this proposal shall be contingent upon the execution of an appropriate contract. Section D of this proposal contains our proposed terms and conditions. These terms and conditions shall form the basis of a Contract covering the subject matter of this proposal. If there is contention(s) with the Terms and Conditions, a brief explanation and alternative language, if any, should be included in your response to Section D. Any exceptions to the Terms and Conditions will be taken into consideration when evaluating proposals submitted. The City reserves the right to reject any or all of your proposed modifications.

The City reserves the right to award contracts to multiple vendors.

#### **A.16 SUSTAINABILITY POLICY AND GUIDANCE:**

The City & County of Denver, through its Office of Sustainability and Executive Order 123, is committed to protecting the environment, and the health of the public and its employees. In accordance with this policy, City agencies are directed to procure cost-competitive products and services that minimize resource consumption and negative impacts on the environment and human health.

In requesting proposals for the City, when specifically required in the evaluation criteria, expects all responsive proposers to demonstrate commitment to and experience in environmental sustainability and public health protection practices applicable to their line of services. The City during its evaluation processes will actively assess the quality and value of all proposals.

Vendors, when applicable, are to follow standards and recommendations of the United States Environmental Protection Agency EPP program, the Green Seal organization, and standards and practices specified by the U.S. Green Building Council, including the Leadership in Energy and Environmental Design (LEED) program.

##### **A.16.a Environmentally Preferable Purchasing (EPP) Guidance and Prohibitions:**

The City defines Environmentally Preferable products and services as having a lesser or reduced effect on human health and the environment when compared with competing products and services that serve the same purpose. The City's EPP evaluation may extend to raw materials acquisition, energy consumption in manufacturing and transport, packaging, recyclability, waste disposal, and many other factors.

#### **A.17 VENDOR PERFORMANCE MANAGEMENT:**

The Purchasing Department may administer a vendor performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

Propose as part of your response specific performance measures that may be used to develop a vendor performance management report card. Also provide any other data, criterion or methods that would be effective in measuring vendor performance over the life of this contract.

#### **A.18 DISCLOSURE OF CONTENTS OF PROPOSALS:**

All proposals become a matter of public record and shall be regarded as Public Records, with the exception of those specific elements in each proposal which are designated by the proposer as Business or Trade Secrets

and plainly marked “Trade Secrets”, “Confidential”, “Proprietary”, or “Trade Secret”. Items so marked shall not be disclosed unless disclosure is otherwise required under the Open Records Act. If such items are requested under the Open Records Act, the City will use reasonable efforts to notify the proposer, and it will be the responsibility of the proposer to seek a court order protecting the records, and to defend, indemnify, and hold harmless the City from any claim or action related to the City’s non-disclosure of such information.

**A.19 BONDS:**

Title 15 of the Department of Aviation Department of Public Works Standard Specifications for Construction General Contract Conditions, 2011 Edition, applies to the Agreement as supplemented by the following: During the Term, Contractor shall maintain a Performance and Payment Bond covering all Services performed under the Agreement in the amount of **ONE MILLION DOLLARS AND NO CENTS (\$100,000.00)**, and shall deliver the same along with appropriate Powers of Attorney and a surety authorization letter. A copy of the executed bond, surety authorization letter, and power of attorney are attached as **Exhibit E**.

**A.20 PROOF OF REGISTRATION WITH THE COLORADO SECRETARY OF STATE:**

Successful vendors that are corporations or limited liability companies will be required to furnish a Certificate of Good Standing from the Colorado Secretary of State’s Office, as proof that they are properly registered to do business in the State of Colorado, prior to finalization of award and contracting.

**A.21 DISADVANTAGED, MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION:**

The City and County of Denver is committed to equal employment opportunity and encourages the participation of local, small, disadvantaged and minority and women owned firms in the solicitation process including prime/sub Vendor relationships, joint ventures and/or strategic alliance partnerships. Denver’s Division of Small Business Opportunity has a list of eligible Vendors, including the names of the City’s certified Minority Business Enterprises (MBE’s) and Women Business Enterprises (WBE’s). We encourage bidders to make a good faith effort to use qualified MBE/WBE’s as sub Vendors.

A full financial breakdown and disclosure of the nature of each business entity, i.e. financial participation by all identified parties, percent ownership, stock options/ownership levels, etc. should be set out clearly and easily identified in your proposal. You may also include information on small, disadvantaged, minority and women owned businesses in your supply chain.

## A.22 DIVERSITY AND INCLUSIVENESS – EXECUTIVE ORDER #101:

A completed copy of the “Diversity and Inclusiveness in City Solicitations Request Form” must be submitted electronically as part of your proposal. Failure to include this form may render your proposal non-responsive.

### **Definitions**

**Diversity:** Diversity refers to the extent to which a contractor/consultant has people from diverse background or communities working in its organization at all levels, is committed to providing equal access to business opportunities and achieving diversity in procurement decisions for supplies, equipment, and services, or promotes training and technical assistance to diverse businesses and communities such as mentoring and outreach programs and business engagement opportunities.

**Inclusiveness:** Inclusiveness, for purposes of Executive Order No. 101, includes the extent to which a contractor/consultant invites values, perspectives and contributions of people from diverse backgrounds and integrates diversity into its hiring and retention policies, training opportunities, and business development methods to provide an equal opportunity for each person to participate, contribute and succeed within the organization’s workplace. Inclusiveness also includes the extent to which businesses have an equal opportunity to compete for new business opportunities and establish new business relationships in the private and public sector.

### **Requirements**

Using the link provided below, please complete the “Diversity and Inclusiveness in City Solicitations Information Request Form”. The information provided on the Diversity and Inclusiveness in City Solicitations Request Form will provide an opportunity for City contractors/consultants to describe their own diversity and inclusiveness practices. Contractors/Consultants are not expected to conduct intrusive examinations of their employees, managers, or business partners in order to describe diversity and inclusiveness measures. Rather, the City simply seeks a description of the contractor/consultant’s current practices, if any.

Diversity and Inclusiveness information provided by City contractors/consultants in response to City solicitations for services or goods will be collated, analyzed, and made available in reports consistent with City Executive Order No. 101. However, no personally identifiable information provided by or obtained from contractors/consultants will be in such reports.

Please link to the “Diversity and Inclusiveness in City Solicitations Information Request Form” below:  
<https://fs7.formsite.com/CCDenver/form161/index.html>

**NOTE: A DIVERSITY & INCLUSIVENESS FORM MUST BE RETURNED WITH YOUR PROPOSAL; OTHERWISE, YOUR PROPOSAL MAY BE REJECTED WITHOUT CONSIDERATION.**

**Note: Enter [ruth.bruski@denvergov.org](mailto:ruth.bruski@denvergov.org) in the field where the form asks for the “City and County of Denver contact person facilitating this solicitation”.**

**SECTION B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

**B.1 BACKGROUND AND OVERVIEW:**

Denver Solid Waste Management (DSWM) provides residential recycling, organics, and solid waste collection services to single-family households and multi-family residential buildings with up to seven (7) units. Solid waste service is provided to approximately 176,000 households. Approximately 144,000 (82 percent) eligible households received recycling collection service in 2016 on a subscription basis (which means there is no charge for recycling service, however, residents must request service). Starting in 2017, DSWM will provide recycling collection service to all households and no longer require a subscription. Table 1 below provides historical data on recycling tonnage and household subscriptions.

**Table 1: Historical Curbside Recycling Tonnage, Households and Subscription Rate**

<b>Year</b>	<b>Eligible Households</b>	<b>Recycling Subscribers</b>	<b>Tons of Recyclables</b>
2012	169,759	116,768	31,593
2013	170,712	121,280	33,193
2014	172,270	128,438	34,350
2015	174,266	134,550	37,318
2016	176,283	143,762	37,982

The City recently completed a recycling composition study that involved sorting events conducted in the Fall 2016 and Spring 2017. Table 2 provides the results of that study. This material composition shall be the basis for Proposers’ financial proposals and the Agreement between the City and Contractor.

**Table 2: Composition of Residential Recyclables**

Materials		Weighted Average	90% Confidence Interval	
			Lower Bounds	Upper Bounds
1	Glass Containers	20.1%	18.3%	21.9%
2	Aluminum	2.2%	2.0%	2.5%
3	Steel/Tin	2.2%	2.0%	2.4%
4	#1 PET Bottles	4.1%	3.6%	4.7%
5	#2 HDPE Bottles	3.0%	2.7%	3.4%
6	Rigid Containers #1-#7	2.7%	2.4%	3.0%
7	Bulky Rigids	1.1%	0.6%	1.5%
8	Cardboard/Kraft	17.2%	15.5%	18.9%
9	Newspaper	7.9%	6.9%	8.9%
10	Office Paper	4.2%	3.5%	4.9%
11	Chip/Paperboard	8.8%	8.0%	9.6%
12	Mixed Paper/Junk Mail	9.3%	8.2%	10.4%
13	Magazines	6.2%	5.2%	7.2%
14	Aseptic (Paper milk cartons) Containers	0.7%	0.6%	0.8%
15	Styrofoam*	0.3%	0.2%	0.3%
16	To-Go Cups*	0.2%	0.1%	0.3%
17	Contaminants	9.9%	8.3%	11.4%
		100.0%		

\*Items not currently designated as recyclable through the City’s program. The City would like to explore the potential to accept these items if it is feasible. Should it not be feasible, the percentage of such items will be added to contaminants.

**B.2 ESTIMATED QUANTITIES:**

The City does not guarantee any quantity of item listed herein to be ordered during the coming year.

**B.3 DELIVERY CONSIDERATIONS:**

Service shall be provided on a regularly scheduled day and time as approved by the requesting agency and with a written copy maintained by both parties. Agencies may choose to set up weekly, every other week or monthly service schedules, most facilities are currently on a monthly schedule. The schedule will contain day of week as well as time of day to cause least interference with the using agency's work schedule. Revisions may be made by mutual consent. It is the Vendor’s responsibility to contact each department representative concerning scheduling services and addressing service problems, on a monthly basis.

All service shall be made between the hours of 7AM and 6PM, Monday through Friday, excluding holidays and furlough days. It should also include Saturday's from 6AM to 6PM after all scheduled City holidays, special events, etc.

If needed the City reserves the right to request emergency service outside of the times identified above.

#### **B.4 CONTRACTOR'S RESPONSIBILITIES**

The successful Contractor will be responsible for receiving, processing, and marketing all Program Recyclables delivered to the Contractor by the City. The Contractor is responsible for all operations, maintenance, repair, staffing, management, record keeping, reporting, compliance with laws and regulation, and other services necessary to meet its obligations to the City. Any costs associated with accepting and processing the City's Recyclables as well as marketing and transporting Recovered Materials derived therefrom shall be the responsibility of the Contractor.

#### **B.5 Facility Location**

The location for receiving Recyclables (whether it be the MRF or a facility for transferring recyclables to the MRF) must be located within thirty (30) minutes routine travel time (one way during normal business hours) from the intersection of Alameda Avenue and Interstate 25.

#### **B.6 Facility Requirements**

The Contractor shall receive and process all Recyclables in an enclosed building and controlled so that release of materials or litter from the building and site is prevented. The Contractor shall protect Recovered Materials from degradation due to weather exposure, vandalism, or other factors. The Contractor shall maintain and operate the MRF to prevent nuisances including, but not limited to, noise and odor.

Any proposed exception to this requirement is subject to the approval of the City for use or prior use.

#### **B.7 Facility Manager and Contractor's Representative**

Prior to the Commencement Date, the Contractor shall provide the City with the name, title, and contact information for the Facility Manager and Contractor's Representative. The Facility Manager shall be the primary point of contact for all technical and operational matters pertaining to the Agreement. The Facility Manager shall be responsible for overseeing and implementing the Contractor's performance under the Agreement. The Contractor's Representative shall be the primary point of contact for all administrative and financial matters pertaining to the Agreement. A single person may serve in both capacities as Facility Manager and Contractor's Representative. Should there be reasonable cause, the City reserves the right to disapprove and request removal of the Facility Manager or Contractor's Representative.

The City requests that if possible this individual be involved in the interview process reference in Section A.15.

## **B.8 Operations, Maintenance, and Management Plan**

The Contractor shall provide an Operations, Maintenance, and Maintenance Plan (OMM Plan) to the City for approval. The OMM Plan is due at the time of the bid deadline.

The OMM Plan shall include a description of all activities the Contractor will undertake to operate the MRF pursuant to the Agreement. The OMM Plan shall include, at a minimum, the following information:

- Facility Contacts: Name and contact information for responsible personnel and emergency contacts;
- Operational Procedures: Traffic control, receiving and load inspection procedures, load rejection procedures, and Reject disposal procedures;
- Organization and Staffing Plan: Organizational chart, job descriptions for each position, staffing requirements for all positions;
- Contingency Plan: Contingency procedures if Recyclables cannot be delivered to or processed at the MRF;
- Reporting Procedures: Sample reports and forms.

The Contractor shall maintain an up-to-date version of the OMM Plan approved by the City throughout the term of the Agreement. The City's Representative shall have seven (7) Days to review and respond to Contractor regarding approval or comments regarding recommended changes or revisions to the OMM Plan. The OMM Plan shall be readily available at the MRF for review by the City.

## **B.9 Contingency Plan**

As stated above, the OMM Plan shall include a contingency plan describing in detail how the Contractor plans to respond to planned and unplanned Shutdowns. The contingency plan shall ensure that delivery of City Recyclables is not interrupted. Should a Shutdown be imminent, Contractor shall immediately notify the City's Representative as to the reason for the Shutdown, what services Contractor is unable to provide, contingency procedures that have been/will be implemented, and the timeline anticipated to resume regular operations. The location for receiving City Recyclables shall conform to the facility requirements of the Agreement. The Contractor shall be responsible for any costs incurred for transport to and processing at an alternative facility.

## **B.10 Operating Hours and Days**

The Contractor shall be capable of receiving and weighing Recyclables Monday through Friday from 7:00 AM until 6:00 PM. Recyclables shall be accepted during the same hours on Saturday at the City's sole option when: (i) a City Holiday falls on a weekday (Monday through Friday), or (ii) a special event or other circumstance (as determined by the City) occurs on or before Saturday which shall require the delivery of Recyclables to Contractor on a Saturday. In exercising its option to deliver Recyclables on a Saturday, the City shall notify Contractor before 4:00 p.m. of the Thursday preceding Saturday.

The following are official City Holidays:

- New Year's Day;
- Martin Luther King Birthday; (Third Monday in January)
- Presidents Day; (Third Monday in February)
- Cesar Chávez Day; (Last Monday in March)
- Memorial Day; (Last Monday in May)
- Independence Day;
- Labor Day; (First Monday in September)
- Veteran's Day;
- Thanksgiving Day;
- Christmas Day.

### **B.11 Material Acceptance**

The Contractor shall give the City priority consideration in weighing and off-loading operations. The maximum total waiting/tipping time from arrival at MRF to departure from MRF shall not exceed thirty (30) minutes per City vehicle. If delays are caused by the fault of the delivery vehicle and through no fault or negligence of Contractor, then this requirement shall not apply. The contractor will need to notify the City if the total waiting/tipping time from arrival at MRF to departure from MRF will exceed 30 minutes. If the contractor chooses not to notify the City, the contractor will be subject to penalties.

The Contractor shall maintain weigh scales at the location where it receives Program Recyclables, calibrated in accordance with procedures established by the applicable State and local authorities, to weigh all Program Recyclables delivered by the City. At the City's discretion, the City may verify the accuracy of the scales.

The Contractor shall weigh each load of Recyclables upon delivery and provide a weigh slip to driver of the vehicle prior to its departure from the MRF that provides the following details, at minimum:

- Date of receipt;
- Identification number of City's delivery vehicle;
- Identification number of City's collection route;
- The full weight, tare weight, and net weight; and
- Time weighed in and time weighed out or departing the site.

The City is open to accepting electronic weigh slips when feasible for both parties.

### **B.12 Load Rejection Procedures**

The Contractor shall have the right to reject loads of Recyclables that are reasonably suspected to contain more than twenty-five percent (25%) of the load by weight of Contamination subject to the approval of the City. If Contractor intends to reject a load of Recyclables, Contractor shall comply with the following procedure:

- The Facility Manager shall immediately isolate the load and notify the City's Representative, document the occurrence of such event by digital photograph or videotape, and allow the City to inspect the load where such inspection shall not unduly impede or interfere with the operation of the MRF.



- The Facility Manager and the City's Representative must mutually agree that the amount of Contamination in a given load exceeds twenty-five percent (25%) of the load by weight.
- If the Facility Manager and the City's Representative choose to reject the load, the Contractor shall combine the load with Rejects. The City shall reimburse the Contractor for disposal of said load at the City's current per ton disposal rate at DADS (2017 = \$16.21/ton).
- If the City's Representative does not concur that the load contains more than twenty-five percent (25%) Contamination by weight, then Contractor must demonstrate to the City, in a manner acceptable to City, and in the presence of the City's Representative, that the twenty-five percent (25%) threshold has been exceeded. If the load does not contain more than twenty-five percent (25%) Contamination by weight, Contractor shall process the load and compensate the City for the total weight of the load. If the load does contain more than twenty-five percent (25%) Contamination by weight, then Contractor may reject the load and combine the load with Rejects. The City shall reimburse the Contractor for disposal of said load at the City's current per ton disposal rate at DADS (2017 = \$16.21/ton).

In the event the procedures outlined above are not followed, Contractor shall compensate the City for the total weight of the load.

### **B.13 Processing and Marketing**

The Contractor shall process all Program Recyclables accepted at the MRF and produce Recovered Materials. The Contractor shall remove Recyclables from the tipping floor and process them within forty-eight (48) hours or 2 business days of when they are accepted at the MRF, Sundays and Holidays not included.

The City may choose to, but is not obligated to, waive the requirement to process all City Recyclables within forty-eight (48) hours or 2 business days due to extenuating circumstances that may include Shutdown.

The Contractor shall bear all responsibilities and costs associated with marketing and transporting Recovered Materials produced at the MRF. The Contractor shall market all Recovered Materials during the term of the Agreement regardless of fluctuations in prices paid for Recovered Materials. The Contractor shall document and provide evidence, upon request by the City, that the Recyclables have been used, or marketed for use for legitimate recycling purposes (e.g. reuse, repurpose, use in manufacture of a new product). Under no circumstances shall Contractor landfill, burn, or convert for burning, Recovered Materials.

The Contractor's MRF shall be capable of producing color-mixed glass suitable to be marketed for subsequent glass beneficiation. The use of Recovered Materials (e.g., glass) for alternative daily cover for landfills is prohibited. The use of glass in the construction of roadways and drainage at landfills, however, is permitted if the Contractor can clearly demonstrate that a glass beneficiation market does not exist within Colorado. The Contractor shall not store or warehouse materials in violation of health and safety standards and shall conform to all requirements of the City and the Colorado Department of Public Health and the Environment.

**B.14 Public Drop Off Site**

The Contractor is required to operate a user-friendly and publicly-accessible recycling drop off facility at its MRF or another location agreed upon by Contractor and the City. The site shall be regularly cleaned and maintained, and safe for general public use. This drop-off must accept all Single-Stream Program Recyclables on Monday through Friday from 9:00AM to 6:00PM and Saturday from 8:00AM to 2:00PM, excluding official City holidays.

**B.15 Rejected Loads Disposal**

The Contractor shall weigh, store and deliver, or cause to be delivered, Rejected Loads to the Denver Arapahoe Disposal Site (DADS) landfill. When the Contractor delivers Rejected Loads to the Denver Arapahoe Disposal Site (DADS) landfill, it shall pay the gate rate for disposal of Solid Waste Management at the time of disposal.

**B.16 Recordkeeping and Reporting**

Daily Reports: The Contractor shall maintain daily records detailing the information provided on each weigh slip for loads of Program Recyclables. Daily records shall be immediately available to the City upon request.

Monthly Reports: The Contractor shall submit Monthly Reports to the City, in a format approved by the City, no later than the 15<sup>th</sup> day following the end of each calendar month. The report shall contain:

- Documentation of daily and total monthly tons of Program Recyclables delivered to the MRF;
- Documentation of daily and total monthly tons of Rejects derived from Program Recyclables;
- Documentation of rejected loads including date and weights for each load;
- Calculation of the AMV, difference between the Contractor Fee and AMV, and Revenue Share per Ton;
- Calculation of the total payment for Program Recyclables due to the City or the Contractor determined in accordance with the compensation requirements of the Agreement; and
- Calculation of Administrative Charges, rejected load payments, interest on overdue payments, or proration determined in accordance with the compensation requirements of the Agreement.
- The report shall also contain other information reasonably requested by the City.

Annual Reports:

The Contractor shall submit an Annual Report to the City no later than January 31 of each year for the previous year. The report shall contain:

- Descriptions of capital and operational improvement made at the MRF;
- Documentation of monthly and total tons of Program Recyclables delivered to the MRF;
- Documentation of monthly and total tons of Rejects derived from Program Recyclables delivered to the MRF;
- Documentation of monthly and total tons of rejected loads;
- Documentation of monthly and total payments made to the City and made to the Contractor;
- Documentation of Administrative Charges, interest on overdue payments, and proration; and
- Documentation of end markets used to recycle the City’s Program Recyclables.
- The report shall also contain other reasonably requested information requested by the City.

### **B.17 Community Education and Services**

The Contractor shall support the City's educational efforts. The Contractor shall support the City by cooperating with media requests and it shall provide public education materials regarding the MRF to be mutually agreed to and approved by the City.

#### **MRF Tours**

The Contractor shall provide up to 2 (two) guided tours per month of the MRF. With limited exceptions, the tours shall not include more than 25 people or exceed 1 (one) hour in length and shall be conducted while the facility is in operation.

Prior to scheduling facility tours, the City shall work with Contractor to establish parameters for the tours including, but not limited to, the size of the group, time of day for scheduling tours, and tour logistics for safely moving visitors through the facility without disrupting normal facility operations.

### **B.18 Pilot Programs**

Subject to written approval by the Executive Director, the Contractor and the City may participate in pilot programs to test the feasibility of recycling Materials not currently included in the definition of Program Recyclables.

### **B.19 Notice to City of Violations**

Should Contractor receive a notice for the violation of any law, Contractor shall report the violation to the City's Representative no later than twenty-four (24) hours following notification, including the type of violation, the date of notice, agency issuing the violation, any resulting fees or requirements, and planned resolution of the violation.

### **B.20 City's Rights and Responsibilities**

#### **Delivery of Recyclables**

The City shall deliver Single Stream Program Recyclables to the Contractor's MRF utilizing collection vehicles. Recyclables will be compacted in collection vehicles. Recyclables shall be delivered to Contractor's MRF in an "as picked up" condition; no sorting, processing, bundling, or baling shall be done by the City. All processing or other operational costs incurred upon or after delivery of Recyclables to the MRF shall be the obligation of Contractor.

#### **Quality and Quantity of Recyclables**

Neither the quality nor quantity of Recyclables to be delivered under the Agreement shall be guaranteed by the City. The City shall make reasonable efforts to ensure that only Recyclables as collected are delivered to the Contractor. The City shall take reasonable steps to discourage the delivery of non-designated Recyclables and other materials through its public education, training, and audit campaign.

## Inspections

The City shall have the right to observe all Contractor operations related to this Agreement and the City's Recyclables. Observation may be by City employees or City-designated representatives. The City reserves the right to inspect Contractor's Rejects and to cooperatively resolve issues should they arise.

## Additional Recyclable Commodities

During the Term, the Parties may add or delete materials from the definition of Program Recyclables by an amendment to the Agreement. Prior to any such amendment, the City shall work with Contractor regarding start up and any changes to the composition of Recyclables and calculation of the AMV.

## Pilot Collection Program

The City reserves the right to evaluate various collection equipment and/or modify material sorts on a pilot basis during the course of the Agreement. Prior to the execution of any pilot, coordination with Contractor shall occur as necessary.

## **B.21 Compensation**

### Payment for Programs Recyclables

Payment for Programs Recyclables shall utilize the following factors:

- Contractor Fee = \$70 per Ton of Program Recyclables (CF/Ton) delivered to the Contractor by the City. The Contractor Fee is explicitly not the Contractor's actual cost to operate the MRF, but is a fixed amount of compensation in lieu of an operating cost.
- Average Market Value per Ton of Program Recyclables (AMV/Ton) based on the composition of Program Recyclables and commodity index prices as calculated in accordance with the Agreement.
- Percent Revenue Share (%RS) established in the Agreement between the Contractor and the City.
- Maximum Cost per Ton of Recyclables Materials (MC/Ton) delivered to the Contractor by the City as established in the Agreement between the Contractor and the City. The Maximum Cost is the maximum payment that will be made by the City to the Contractor regardless of the Contractor Fee, Average Market Value, or Percent Revenue Share.

Each month, the Contractor shall calculate the payment for Program Recyclables as follows:

- If the AMV/Ton greater than the CF/Ton, then the Contractor's payment to the City shall equal:  $(AMV/Ton - CF/Ton) \times \%RS \times \text{Tons of Program Recyclables}$ .
- If the CF/Ton is greater than the AMV/Ton, then the City's payment to the Contractor shall equal:  $(CF/Ton - AMV/Ton) \times \text{Tons of Program Recyclables}$ , provided that payment shall never exceed the  $MC/Ton \times \text{Tons of Programs Recyclables}$ .
- If the CF/Ton is equal to the AMV/Ton, then no payment will be owed to either party for Program Recyclables.

Tons of Program Recyclables shall be equal to 100% of inbound Program Recyclables measured at the Contractor's scales.

#### Administrative Charges

Each month, Contractor shall owe the City for any and all administrative charges levied by the City for violations of performance standards in accordance with the terms of the Agreement.

#### Timing of Payments

No later than fifteen (15) Days following the end of each month, the Contractor shall submit the Monthly Report including the calculation payment for Program Recyclables, administrative charges, interest on overdue payments, or proration, and the net payment due to either party. Said net payment shall be submitted by Contractor to the City, or the City to the Contractor, within fifteen (15) Days following submission of the Monthly Report.

#### Interest on Overdue Payments

All payments to be made by the Contractor to the City that are outstanding after the applicable due date, including disputed amounts, shall bear simple interest at the maximum rate permitted by State law.

#### Invoice or Payment Disputes

If either Party disputes an amount owing to the other Party, such Party shall: (i) within five (5) days of receiving the relevant invoice, give notice to the other Party of such disputed amount together with sufficient information to allow the other Party to understand the nature of the dispute and deliver such notice on or before the due date of the amount disputed; and (ii) pay all undisputed amounts on the due date. Consistent with Section 23 of the Agreement, the Parties will make a good faith effort to resolve the dispute. However, if the Parties are unable to reach a resolution, the City shall issue a final determination regarding the dispute, which determination may be resolved by an administrative hearing pursuant to D.R.M.C. § 56-106.

#### Proration

If any payments, rights or obligations under this Agreement (whether relating to Fees and Taxes, insurance, or to any other provision of this Agreement) relate to a period in part before the Effective Date or in part after the date of expiration or termination of the Term, the Parties hereto agree that appropriate adjustments and proration shall be made.

**B.22 Performance Standards**

It is the intent of the Agreement to ensure that the Contractor provides a high quality level of MRF services. To this end, any performance issues identified by the City and reported to the Contractor shall be promptly resolved within twenty-four (24) hours. The City may levy administrative charges for improper and insufficient actions related to any service required by this Agreement including, but not limited to:

<b>Performance Standard Violation</b>	<b>Administrative Charges</b>
Failure to accept Program Recyclables delivered to the MRF during scheduled receiving hours.	\$500 per vehicle per occurrence
Failure to provide maximum turn-around time of thirty (30) minutes.	\$100 per vehicle per occurrence
Program Recyclables placed outside of the MRF building without prior City approval.	\$250 per Day
Failure to remove Program Recyclables from the tipping floor and process them within forty-eight (48) hours of acceptance at the MRF.	\$250 per Day
Disposal of Recyclables or Recovered Materials.	\$1,000 per occurrence plus \$25 per Ton
Failure to provide a clean, well-maintained publicly accessible drop-off at the MRF.	\$250 per Day
Failure to notify City of legal or regulatory violations.	\$500 per Day per occurrence
Failure to provide any required report within the required timeframe.	\$500 per Day

The City may assess administrative charges on a monthly basis and shall at the end of each month notify the Contractor in writing of the charges assessed and the basis for each assessment. Consistent with Section 24 of the Agreement, in the event the Contractor wishes to contest such assessment it shall, within five (5) days after receiving such monthly notice, notify the City regarding its concerns. The Parties will make a good faith effort to resolve to dispute. However, if the Parties are unable to reach a resolution, the City shall issue a final determination regarding the dispute, which determination may be resolved by an administrative hearing pursuant to D.R.M.C. § 56-106.

**B.23 SPECIFIC CONDITIONS:**

Additional material may be required and it is the contractor's responsibility to ensure that all needed materials, appropriate training, and equipment are available to complete a job.

**B.24 COOPERATIVE PURCHASING:**

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

**SECTION C: SAMPLE CONTRACT**

This section shall include your response to our proposed terms and conditions and shall form the basis for the preparation of a Contractual Agreement covering the subject matter of this proposal.

You shall respond in your proposal either that all terms and conditions are acceptable or that some are acceptable and some are not. Utilize the Contract Certification Form (See D.2 Form). State which words, phrases, sentences, paragraphs, etc. that are not satisfactory and note any exceptions by referencing the appropriate article number, a brief explanation and alternative language, if any. Submit this form with your proposal (whether or not any proposed modifications are requested). Any exceptions will be taken into consideration when evaluating your proposal.



## C.1 CONTRACT SERVICES SAMPLE AGREEMENT TERMS AND CONDITIONS

### AGREEMENT

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and the \_\_\_\_\_, doing business at \_\_\_\_\_ (the “Contractor”), jointly “the parties”.

The parties agree as follows:

1. **DEFINITIONS**: The Agreement is subject to the definitions set forth in **Exhibit A**.
2. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of Public Works, (“Executive Director”) or, the Executive Director’s Designee.
3. **SERVICES TO BE PERFORMED**: Subject to the terms and conditions of the Agreement, Contractor shall provide all facilities, equipment, labor, and services required to receive and process and to either or both use or market Recyclables delivered to Contractor’s facilities by City or on behalf of the City.
  - a. **Obligations of Contractor**:
    - (1) Contractor shall furnish its facility located at \_\_\_\_\_ (or other facility that is located within a thirty (30) minute routine travel period, one way during normal business hours, from the intersection of Alameda Avenue and Interstate 25 within the boundaries of Denver, Adams, Jefferson, Douglas, Arapahoe, Weld or Boulder Counties) for single stream recycling processing (the “Materials Recovery Facility” or “MRF”).
    - (2) In addition to providing services and performing its obligations in accordance with the numbered paragraphs of the Agreement, including subparts to it, Contractor shall provide services and perform its obligations in accordance with **Exhibit B, the Scope of Work**. Contractor shall permit the City, its agents, employees, and contractors the right of ingress and egress to the MRF as set forth in **Exhibit B**.
    - (3) Contractor shall operate the MRF in accordance with the rules and regulations promulgated by any governmental or other public entity having lawful jurisdiction over such facilities and shall provide all necessary equipment, dust control, and operators of such equipment.
    - (4) Contractor shall notify the Executive Director immediately of any occurrence or condition that interferes with the full performance of the Agreement and confirm it in writing within twenty-four (24) hours.

b. Obligations of the City. As set forth in **Exhibit B**, the City will deliver Recyclables to Contractor's Materials Recovery Facility.

4. **TERM**: The term of this Agreement shall commence upon final execution by all parties and shall terminate three (3) years thereafter, unless extended in accordance with the terms of the Agreement (the "Term"). The term of this Agreement may be extended by the City under the same terms and conditions for two (2) additional two (2) year terms by a written amendment to this Agreement. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

5. **COMPENSATION AND PAYMENT**:

a. **Contractor's Payment Obligation**: The Contractor's payment obligations are based on the payment calculation for Program Recyclables delivered to the MRF set forth in **Exhibit C**.

b. **City's Payment Obligation**:

(1) **Payment Calculation**: When applicable as set forth in **Exhibit C**, the City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the Maximum Contract Amount. Amounts billed must comply with the payment calculation set forth in Exhibit C.

(2) **Reimbursable Expenses**: There are no reimbursable expenses allowed under the Agreement.

(3) **Invoicing**: When applicable as set forth in **Exhibit C**, Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

(4) **Maximum Contract Amount**:

(i) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$300,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit B**. Any services performed beyond those in Exhibit B are performed at Contractor's risk and without authorization under the Agreement.

(ii) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present

cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**6. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**7. TERMINATION:**

**a.** The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

**b.** Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

**c.** Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

**d.** If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

**8. EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

**9. RECORDKEEPING:** Contractor shall make and maintain all records and reports as specified in Exhibit B, the Scope of Work.

**10. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

**11. INSURANCE:**

**a. General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**b. Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit D**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set

forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Additional Insureds**: For Commercial General Liability, Auto Liability, Contractor's Pollution Liability Including Errors & Omissions, and Professional Liability, and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation**: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.

e. **Subcontractors and SubContractors**: All subcontractors and subContractors (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subContractors maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subContractors upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance**: Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

g. **Commercial General Liability**: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**Business Automobile Liability**: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement. If transporting wastes, hazardous material, or regulated substances, Contractor shall carry a pollution coverage endorsement and an MCS 90 endorsement on its policy. Transportation

coverage under the Contractors Pollution Liability policy shall be an acceptable replacement for a pollution endorsement to the Business Automobile Liability policy.

**h. Pollution Legal Liability.** Contractor shall maintain limits of \$2,000,000 per occurrence and in the aggregate.

**i. Contractors Pollution Liability Including Errors and Omissions.** Contractor shall maintain limits of \$1,000,000 per occurrence and \$2,000,000 policy aggregate. Policy to include coverage for errors and omissions, bodily injury, property damage including loss of use of damaged property, defense costs including costs and expenses incurred in the investigation, defense or settlement of claims, and clean up costs. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

**j. Excess/Umbrella Liability.** Contractor shall maintain excess liability limits of \$1,000,000. Coverage must be written on a “follow form” basis. Any combination of primary and excess coverage may be used to achieve required limits.

**k. Additional Provisions:**

**(1)** For Commercial General Liability, the policy must provide the following:

- (i)** That this Agreement is an Insured Contract under the policy;
- (ii)** Defense costs are outside the limits of liability;
- (iii)** A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
- (iv)** A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

**(2)** For claims-made coverage:

**(i)** The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

**(ii)** Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**12. DEFENSE AND INDEMNIFICATION**

a. Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**13. FORCE MAJEURE:** Contractor is not responsible for stoppages of its operations and will be relieved of all obligation under the Agreement during such stoppages, when such stoppages are due to strikes, the inability to obtain parts to keep its equipment in operation due to the military requirements of the United States government, labor difficulties, weather making it impossible or impracticable to operate the facility and other Acts of God, events or matters over which Contractor has no control. Except as provided below, Contractor is not responsible for the acts or directives of any governmental agency or unit that terminate, restrict, or otherwise affect the operation of its Facility, and Contractor is relieved of all obligations under the Agreement in the event of such acts of directives. If any such governmental act or directive is taken in response to violations of federal, state, or local laws and regulations attributable to Contractor, Contractor is responsible

for any such governmental act or directive and is not relieved of any its obligations under the Agreement. In the event of such occurrence, it is agreed that the City may intervene to use its offices in an effort to comply with the governmental acts or directives and resume operation. Contractor shall notify the Manager of Public Works of the City immediately of any force majeure incident.

**14. BONDS:** Title 15 of the Department of Aviation Department of Public Works Standard Specifications for Construction General Contract Conditions, 2011 Edition, applies to the Agreement as supplemented by the following: During the Term, Contractor shall maintain a Performance and Payment Bond covering all Services performed under the Agreement in the amount of **ONE MILLION DOLLARS AND NO CENTS (\$100,000.00)**, and shall deliver the same along with appropriate Powers of Attorney and a surety authorization letter. A copy of the executed bond, surety authorization letter, and power of attorney are attached as **Exhibit E**.

**15. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**16. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-Contractor, subcontractor or assign.

**17. INUREMENT:** The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**18. NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.



**19. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City’s Charter and the Denver Revised Municipal Code.

**20. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**21. CONFLICT OF INTEREST:**

**a.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City’s Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**b.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor’s own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**22. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Public Works or Designee  
200 W. 14th Avenue  
Denver, CO 80204

With a copy of any such notice to:

Denver City Attorney’s Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The

parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**23. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subContractor or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subContractor or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subContractor or subcontractor and the City within three (3) days. The Contractor shall also terminate such subContractor or subcontractor if within three (3) days after such notice the subContractor or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subContractor or subcontractor provides information to establish that the subContractor or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

24. **DISPUTES**: The Parties shall make a good faith effort to resolve all disputes without resorting to an administrative hearing. If, after good faith negotiations, the Parties are unable to reach resolution, a final determination regarding the dispute shall be issued by the Executive Director as defined in this Agreement. All disputes between the City and Contractor arising out of or regarding the Agreement, including a final determination issued by the Executive Director, will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

25. **GOVERNING LAW; VENUE**: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

26. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

27. **COMPLIANCE WITH ALL LAWS**: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

**28. LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

**29. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

**30. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

**31. INTELLECTUAL PROPERTY RIGHTS:** The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

**32. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**33. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**34. OPEN RECORDS ACT:** Contractor understands that the City is subject to the Colorado Open Records Act, Colo. Rev. Stat. § 24-72-201, *et seq.* The City shall notify Contractor of a request for disclosure of information under the Open Records Act as soon as reasonably practicable. If Contractor objects to the requested disclosure, Contractor shall enter and defend or assist the City in defending against any action seeking disclosure of such information, and shall bear all reasonable costs incurred by the City to protect from disclosure information obtained from Contractor pursuant to the Agreement.

**35. CONFIDENTIAL INFORMATION:**

**a. City Information:** Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**36. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**37. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City

at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**38. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

**39. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**EXHIBITS:**

**Exhibit A** – Definitions

**Exhibit B** – Scope of Work

**Exhibit C** – Compensation

**Exhibit D** – Certificate of Insurance

**Exhibit E** – Performance and Payment Bond

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**C.2 CONTRACT CERTIFICATION FORM:**

**\*The following must be provided with the Bidders' Proposal:**

**CITY AND COUNTY OF DENVER  
DEPARTMENT OF GENERAL SERVICES**

Request for Proposal #10904 - Recycling Processing/Materials Recovery Facility Services

I, on behalf of the proposer identified below, hereby certify that I have read a copy of the sample contract attached to the RFP and understand the terms and provisions contained in that contract. I further hereby certify that it is the proposer's intent to comply with each and every term and provision contained in the sample contract and propose no modifications to the sample contract except as follows:

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

I understand that the modification stated above, if any, are offered for discussion purposes only and that the City and County of Denver reserves the right to accept, reject or further negotiate any and all proposed modification to the sample contract.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**The remainder of this page left blank intentionally.**

**C.3 VENDOR INFORMATION:**

<b>Vendor</b>			
Business Name	Tax ID # (TIN or SSN)		
Business Address	Telephone Number		
City, State Zip	Fax Number		
Order Address (If different from above)	Email		
City, State, Zip	Ordering Email (If different from above)		
Remittance Name	Vendor Entity Type (check one)		
Remittance Address	<input type="checkbox"/> Individual <input type="checkbox"/> LLP/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Government <input type="checkbox"/> Exempt/Non-Profit <input type="checkbox"/> Employee		
City, State, Zip			
Dun & Bradstreet Number			
SIC Code and/or NAICS Code			
Information	Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Yes <input type="checkbox"/> No	Certification Source	
	Type (check all that apply)	Certification Number	
	<input type="checkbox"/> DBE            Disadvantage Business Enterprise	Certification Beginning Date	
	<input type="checkbox"/> MBE            Minority Business Enterprise	Certification Expiration Date	
	<input type="checkbox"/> WBE            Women Business Enterprise		
<input type="checkbox"/> SBE            Small Business Enterprise			
<input type="checkbox"/> SBEC          Small Business Enterprise Concessions			
<input type="checkbox"/> ACDBE        Airport Concession Disadvantage Business Enterprise			
<input type="checkbox"/> Other: _____			



**C.4 VENDOR SUSTAINABILITY INFORMATION:**

The City encourages vendors to demonstrate a commitment to and experience in environmental sustainability and public health protection practices applicable to its line of products and/or services being procured in this proposal. See **Section A** of this proposal for the Denver Sustainability Policy and Guidance. The following are examples of areas that may be addressed.

Explain how your products and/or service supports the City’s goal of environmentally preferable purchasing.

- Manufacturing Process
- Product Content
- Transportation
- Packaging
- Performance
- End of Life
- Third Party Certification (Green Seal, Eco Logo, Design for the Environment, etc.)
- Other

**Environmentally Preferred Purchasing Attributes**

*(select all applicable attributes below)*

<input type="checkbox"/>	AQ	Indoor Air Quality - Product/Service	<input type="checkbox"/>	LH	Less Harmful Content	<input type="checkbox"/>	RC	Recycled Content
<input type="checkbox"/>	AQ-M	Indoor Air Quality - Manufacturer	<input type="checkbox"/>	LV	Low Volatile Organic Compounds - Product/Service	<input type="checkbox"/>	RR	Reconditioned / Remanufactured
<input type="checkbox"/>	AQ-V	Indoor Air Quality - Vendor	<input type="checkbox"/>	LV-M	Low Volatile Organic Compounds - Manufacturer	<input type="checkbox"/>	RU	Reusability
<input type="checkbox"/>	BB	Bio-Based	<input type="checkbox"/>	LV-V	Low Volatile Organic Compounds - Vendor	<input type="checkbox"/>	RY	Recyclability
<input type="checkbox"/>	BD	Bio-Degradable	<input type="checkbox"/>	NA	No Attributes	<input type="checkbox"/>	TB	Take-Back
<input type="checkbox"/>	DY	Durability	<input type="checkbox"/>	OA <sup>‡</sup>	Other Attributes - Product/Service	<input type="checkbox"/>	WE	Water Efficiency
<input type="checkbox"/>	EE	Energy Efficient - Product/Service	<input type="checkbox"/>	OA-M <sup>‡</sup>	Other Attributes - Manufacturer	<input type="checkbox"/>	3-M	Third party certifications - Manufacturer
<input type="checkbox"/>	EE-M	Energy Efficiency - Manufacturer	<input type="checkbox"/>	OA-V <sup>‡</sup>	Other Attributes - Vendor	<input type="checkbox"/>	3-V	Third party certifications - Vendor
<input type="checkbox"/>	EE-V	Energy Efficiency - Vendor	<input type="checkbox"/>	PD	Product Disassembly Potential			

<sup>‡</sup> List Other Attributes (if applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECTION D:** The following requirements must be submitted at time of submission:

**D.1 Submittal #1 – Please submit a Statement of Qualification**

The Proposer shall clearly and succinctly demonstrate its experience to provide the services specified in this RFP. This section of the proposal shall be no more than twenty (20) numbered pages, and, at a minimum, shall include the following information:

**D.1.a Project Organization**

Provide a comprehensive description of the Proposer's team, including operating firms, marketing firms, and any other business entities that will be involved directly or indirectly in the provision of services under the Agreement. The description shall include an organization chart clearly showing the relationships between the parties and the responsibilities of each party.

**D.1.b Qualifications**

The Proposer shall demonstrate its qualifications and experience to perform the services specified in this RFP. The information shall clearly distinguish where the qualifications and experience are specific to a certain entity of the Proposer's team. Information shall include:

- Number of years of experience operating MRFs in the US;
- Number of years of experience operating MRFS in the Midwest and Southwest US;
- Number of years of experience marketing Recyclable Materials in the Midwest and Southwest US; and
- Resume of the Facility Manager demonstrating a minimum of five (5) years of experience operating a MRF handling residential single stream recyclables with a minimum throughput of 150 tons per day.

**D.1.c References**

Proposer shall describe up to three (3) MRF service partnerships with public entities where the Proposer provides a comparable package of services to those required for this Contract. Reference information shall include:

- Name and location of the facility;
- Name of public jurisdiction, contact person, telephone, email and address;
- Description of the facility, e.g., single stream, design capacity, annual throughput;
- Description of services provided to public jurisdiction;
- Quantity of recyclable materials received from public jurisdiction;
- Program and recycling diversion rate improvements achieved collaborative with the public jurisdiction; and
- List of materials accepted and commodities marketed.

#### **D.1.d Financial Capability**

The Proposer must provide a statement of the Proposer's financial stability, including information regarding any current or previous bankruptcy proceedings. Proposers must include a copy of the most recent annual financial report/annual audit, 10k, and the most recent 10Q, if appropriate.

#### **D.1.e Non-Performance History**

Proposer shall provide a description of all civil actions, losses of service contracts, bid bond claims, and performance bond claims, related to MRF services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Proposer during the last five (5) years. If there are no such non-performance issues, Proposer should so state. Any omissions within this section will be cause for disqualification at the City's discretion.

#### **D.1.f Proposed MRF**

The Proposer shall clearly demonstrate that its proposed facility(s) have capacity to handle all of the City's Program Recyclables equal to approximately 40,000 tons per year currently and increasing to an estimated 55,000 tons per year during the Agreement.

Proposer shall provide the following information about the proposed MRF:

- Physical address, and current owner(s);
- Documentation that the facility complies with any applicable regulatory or permitting requirements;
- Tons per year of recyclables that the facility is contractually obligated receive and process, including break down by residentially and non-residentially sourced tonnage;
- Average number of operating shifts per week in the past 12 months;
- List of materials accepted and commodities marketed;
- Facility expansions, improvements, processing system upgrades and equipment replacements performed in the past five (5) years;
- Copies of all notices of violation and consent orders issued to the facility in the past five (5) years; and
- Description of existing outstanding compliance issues, including, but not limited to, notices of violations, consent orders, etc.

If a separate facility is to be used for receiving Recyclables (i.e., a Recyclable Materials transfer facility), the same information shall also be provided for that facility.

## **D.2 Submittal #2 – Please submit a Technical Proposal**

Proposer shall clearly and succinctly describe how it will perform the services requested in this RFP. The technical proposal shall be no more than twenty five (25) numbered pages and, at a minimum, shall include the following information:

### **D.2.a MRF Description**

Proposer shall provide the following information for the proposed MRF:

- Area map, including primary and secondary truck access roads;
- Site plan, including ingress/egress points and on-site traffic flow for City vehicles;
- Site plan for the public drop off site; and
- Building and processing system layout(s).

If a separate facility is to be used for receiving Recyclables (i.e., a Recyclable Materials transfer facility), the same information shall be provided for that facility as well.

### **Operations, Maintenance, and Management Plan (OMM Plan)**

The Proposer shall provide a proposed OMM Plan for handling the City's Program Recyclables that includes the following information:

#### **D.2.b Management Team:**

Job descriptions including minimum qualifications and responsibilities for key MRF management positions, including but not limited to: Facility Manager, Operations Supervisor, Maintenance Supervisor, and Recycled Materials Marketing Manager.

#### **D.2.c Operations:**

The Proposer shall clearly demonstrate that the facility(s) proposed for the Agreement have the physical and operational capacity to handle all City Program Recyclables equal to approximately 40,000 tons per year currently and increasing to an estimate 55,000 tons per year during the Agreement.

The Proposer shall provide a description of operations for handling the City's Recyclables, including the following information:

- Description of any expansions, improvements, processing system upgrades, or equipment replacements that will be completed in order to accept Programs Recyclables;
- Description of the truck traffic access to the site, on-site traffic flow including weighing, queuing, and unloading procedures;
- The amount of tip floor storage capacity for stockpiled Recyclables (cubic yards);
- Schematic process flow diagram of the entire processing system;
- List of acceptable recyclable materials;
- Narrative description of operations from receiving Recyclables to storage of Recovered Materials;
- The amount of storage capacity for Recovered Materials (cubic yards); and
- Description of the end markets that the Proposer expects to utilize.

The Proposer shall describe procedures to ensure compliance with the performance standards of the Agreement, including but not limited to:

- Maximum 30 minute truck turn-around time;
- Inspection of delivered Recyclables;
- Receiving of all Recyclable in the MRF building;
- Processing of Recyclables within 48 hours; and
- Maintenance of the public drop-off site.

The Proposer shall describe policies and operational procedures for reducing environmental and public impacts such as traffic, noise, odor, litter, dust, and surface runoff. The Proposer shall describe action it currently takes, and will implement, to address neighborhood concerns related to facility operations.

#### **D.2.d Contingency Plan:**

The Proposer shall provide a contingency plan describing how it will respond to planned and unplanned Shutdowns. The contingency plan shall ensure that delivery of City Recyclables is not interrupted.

#### **D.3 Submittal #3 – Please submit a complete Shared Revenue Proposal**

Proposer shall review and thoroughly understand the methodology for calculating compensation in accordance with the requirements of the Agreement. Proposer shall also review and thoroughly understand **Attachment B**, which provides a sample Average Market Value (AMV) of Program Recyclables and sample compensation calculations.

Proposers shall complete and provide the Financial Proposal Form provided in **Attachment A**. The percent revenue share shall be rounded to the nearest percent.

#### **D.4 Submittal #4 – Please submit answers to the following questions**

Please specifically respond to the following questions. Answers should be separated and clearly identify which question each response is intended to answer.

1. Please describe whether and how the City's list of Program Recyclables can be recycled at your MRF. Please share with us details about how and where these materials may be recycled. Please also include whether you can accept other materials not listed, or if you have plans to add any materials in the next 12 months.
2. Please describe how you will ensure efficient unloading of City vehicles to meet the required 30-minute turn-around time.
3. Please describe how your MRF will handle transfer vehicles from the City's Transfer station. Do you have limitations in receiving transfer vehicles?
4. Please describe in detail how you believe your company can support the City with its public education efforts to capture and recycle more materials.

#### **D.5 Submittal #5 – Sample Reports:**

Please provide sample documentation of daily and total monthly tons and Rejects.

**D.6 Additional Documents Required for Agreement**

*If selected*, the Contractor will be required to submit the following documents to the City, which will be included as Exhibits to the Agreement:

**Certificate of Insurance**, as required in Section 11 of the sample Agreement.

**Performance and Payment Bond**, as required in Section 14 of the sample Agreement.

**SECTION E: SHARED REVENUE PROPOSAL FORM**

Attachment A - Shared Revenue Proposal Form

**Option 1**

**Option 1 assumes all the Program Recyclables collected by the City will be delivered to your facility. Currently estimated at about 40,000 tons with expected increases during the term of the contract.**

For the City’s Program Recyclables delivered to the facility located at:

[address]

[Proposer’s name] agrees to the following terms for compensation:

Contractor Fee	\$70 per ton
Average Market Value	As defined in Attachment B
Maximum Cost	\$10 per ton
Percent Revenue Share	[to be proposed by Proposer]

**Option 2**

**Option 2 assumes you are only guaranteed a minimum of 10,000 tons of Program Recyclables per year. This option assumes a contract with multiple vendors.**

For the City’s Program Recyclables delivered to the facility located at:

[address]

[Proposer’s name] agrees to the following terms for compensation:

Contractor Fee	\$70 per ton
Average Market Value	As defined in Attachment B
Maximum Cost	\$10 per ton
Percent Revenue Share	[to be proposed by Proposer]

## Attachment B - Sample Calculation of Average Market Value and Compensation

Contractor acknowledges and accepts the following:

Material Percentages: The material percentages used for calculating the AMV are based on recyclables composition studies of the City's Program Recyclables as delivered to a processing facility. The material percentages in the AMV do not attempt to estimate Residue, which includes Program Recyclables that are not recovered due to breakage and/or transportation or processing limitations or inefficiencies.

Composition of Program Recyclables: The material percentages stated in Table 1 of this Attachment shall be the basis for calculating the AMV and Revenue Share in accordance with the Agreement, unless otherwise adjusted according to the procedures stated below.

Adjustments to the Composition of Program Recyclables. The City shall conduct a recyclables composition study at City's cost once during the initial Term of the Agreement. The Contractor may request additional recyclables composition studies to be conducted at Contractor's cost, such request being subject to City approval, which shall not be unreasonably withheld. A study cannot be requested by the Contractor more than once annually. All recyclables composition studies used for calculating the AMV shall be conducted using City-approved methodology and by a City-approved entity with demonstrated experience conducting recyclables composition studies. The City and Contractor each have the right to have a representative onsite during recyclables composition studies. Study results are subject to final approval by the City, which shall not be unreasonably withheld. If approved by the City, adjustments to the composition shall be made and shall become effective on the first Day of the following month and for the remainder of this Agreement, or until further adjusted in a future composition study.

Market Index: The market index (Recyclingmarkets.net) utilized is intended to reflect the regional average value, in the Midwest United States, of each Recyclable included in the City's Program Recyclables. It is not intended to equate to the commodity revenue received by Contractor. If at any time during the term of this Agreement, Recyclingmarkets.net no longer posts or otherwise provides the applicable market indices, then the parties shall mutually select an appropriate replacement source for the required information from among the sources recycling industry professionals utilize to obtain reliable Recovered Materials pricing information, and this selection shall be memorialized in writing.

Calculation of AMV: Contractor shall calculate the AMV of Program Recyclables each month. The AMV is defined as the sum of the RecyclingMarkets.net Midwest USA regional average commodity prices (U.S. Dollars per Ton) first posted in the month for which payment is being made. For illustrative purposes, Table 1 calculates the AMV based on the commodity prices first posted in April 2017.

Subtraction of Contractor Fee: Contractor will automatically deduct the Contractor Fee from revenue share. The City will not be invoiced for the Contractor fee unless a payment to the contractor is due.



**Table 1: Sample Calculation of Average Market Value of Program Recyclables (April 2017)**

<b>Material</b>	<b>Index Descriptions</b>	<b>Index Value</b>	<b>Market Value (\$/ton)</b>	<b>Percent (by weight)</b>	<b>AMV (\$/ton)</b>
Mixed Paper	MP Mixed Paper (PS 54) (\$/ton, baled, picked up)	\$87.50	\$87.50	23.0%	\$20.13
News #8	SRP Sorted Residential Papers (PS 56) (\$/ton, baled, picked up)	\$95.00	\$95.00	14.1%	\$13.40
OCC #11	Old Corrugated Containers (PS 11) (\$/ton, baled, picked up)	\$167.50	\$167.50	17.2%	\$28.81
Glass (3-Mix)	Glass 3 Mix (\$/ton del. as Recyclable or Disposable)	(\$25.00)	(\$25.00)	20.1%	(\$5.00)
PET	Plastics PET (Baled, ¢/lb., picked up)	\$0.12	\$245.00	4.1%	\$10.05
HDPE, Natural	Plastics Natural HDPE (Baled, ¢/lb., picked up)	\$0.35	\$695.00	1.5%	\$10.43
HDPE, Colored	Plastics Colored HDPE (Baled, ¢/lb., picked up)	\$0.23	\$455.00	1.5%	\$6.83
Plastic, #3-#7	Plastics Comingled (#3-7, Baled, ¢/lb., picked up)	\$0.01	\$20.00	2.7%	\$0.54
Plastics, Mixed Rigids		\$0.04	\$70.00	1.1%	\$0.77
Aluminum Cans	Metals Aluminum Cans (Sorted, Baled, ¢/lb., picked up)	\$0.67	\$1,330.00	2.2%	\$29.26
Steel Cans	Metals Steel Cans (Sorted, Baled, \$/ton, picked up)	\$160.00	\$160.00	2.2%	\$3.52
Contamination			(\$15.00)	10.4%	(\$1.56)
<b>Total</b>				<b>100.0%</b>	<b>\$117.16</b>

[Note:

Total HDPE containers in RCS was 3.0%, which has been split between HDPE Natural and HDPE Colored for the AMV

Mixed Paper includes Office Paper, Chip/Paperboard, Mixed Paper/Junk Mail, & Aseptic Containers. Contamination includes Contaminants, Styrofoam, and To-Go Cups]

## Sample Calculation of Compensation

### Payment to the City

Assuming the following compensation terms:

- Average Market Value (AMV) = \$130 per ton of inbound Recyclables
- Revenue Share Percent (RS%) = 95%
- 3,500 Tons/month of Recyclables

\$130/Ton AMV is greater than \$70/Ton Contractor Fee (CF), therefore Contractor payment to the City is calculated as follows:

- $(AMV/Ton - CF/Ton) \times \%RS \times \text{Tons of Program Recyclables}$ .
- $(\$130/Ton - \$70/Ton) \times 95\% = \$57/Ton \times 3,500 \text{ Tons} = \$199,500$ .

### Payment to the Contractor

Assuming the following compensation terms:

- Average Market Value (AMV) = \$60 per ton of inbound Recyclables.
- Revenue Share Percent (RS%) = 95%.
- 3,500 Tons/month of Recyclables.

\$70/Ton Contractor Fee (CF) is greater than \$60/Ton AMV, therefore City payment to the Contractor is calculated as follows:

- $(CF/Ton - AMV/Ton) \times \text{Tons of Program Recyclables}$ .
- $(\$70/Ton - \$60/Ton) = \$10/\text{ton}$  payment to contractor
- $\$10 \times 3,500 \text{ Tons} = \$35,000$ .

### Payment to the Contractor with Maximum Cost

Assuming the following compensation terms:

- Average Market Value (AMV) = \$45 per ton of inbound Recyclables.
- Revenue Share Percent (RS%) = 95%.
- 3,500 Tons/month of Recyclables.

\$70/Ton Contractor Fee (CF) is greater than \$45/Ton AMV, therefore City payment to the Contractor is calculated as follows:

- $(CF/Ton - AMV/Ton) \times \text{Tons of Program Recyclables}$ .
- $(\$70/Ton - \$45/Ton) = \$25/\text{ton}$  (this exceeds the \$10 maximum)
- $\$10/\text{ton} \times 3,500 \text{ Tons} = \$35,000$ .

**SECTION F: VENDOR’S CHECK LIST:**

The following check list should be used to ensure required documentation is attached to the proposal. If a document is not required for your proposal, write n/a in the blank. This check list is to be utilized as an aid to ensure you have included everything in your proposal. Therefore, this does not have to be returned with your proposal.

- 1. Have you signed the front page of the proposal? \_\_\_\_\_
- 2. If applicable, have you supplied any alternatives or additional information on separate headed note paper? \_\_\_\_\_
- 3. Have you responded to or completed and included in your response **all** of the City’s requirements, questions, forms, including the vendor sustainability form and other city requests (where applicable)? \_\_\_\_\_
- 4. Have you assured that there is sufficient time to transmit this proposal? The mailing envelope must be delivered on time, as specified in the proposal, to the correct address; the proposal must be sealed and marked with proposal number, date required and proposal title. \_\_\_\_\_
- 5. Have you enclosed relevant technical literature or samples (where applicable)? \_\_\_\_\_
- 6. Have you completed and submitted the XO-101 Diversity and Inclusivity Information Request Form? \_\_\_\_\_
- 7. Have you completed and included all required MBE, WBE, SBE documentation (where applicable)? \_\_\_\_\_

EXHIBIT A: DEFINITIONS:

**“Administrative Charges”**: Monetary charges imposed on the Contractor by the City for Contractor’s non-compliance with Performance Standards.

**“Agreement”**: the contractual Agreement that the City executes with the Contractor to provide all facilities, equipment, labor, and services required to receive, process, and market Recyclables collected by the City.

**“Average Market Value” or “AMV”**: A market index used to calculate the monthly revenue share paid by Contractor to the City based on fluctuations in the commodity market. The AMV of Program Recyclables delivered to the MRF shall be calculated pursuant to terms defined in the Agreement.

**“Annual Report”**: The Contractor’s report submitted to the City no later than January 31 following the end of each calendar year.

**“City”**: The City and County of Denver.

**“Commencement Date”**: anticipated November 1, 2017, the date services pursuant to the Agreement shall commence.

**“Compensation Form”**: The standardized form completed monthly by the Contractor detailing calculations of the Contractor Fee, AMV, and Revenue Share and stating the total amount due to either the City or the Contractor.

**“Contaminants” or “Contamination”**: Materials collected along with Recyclables that are not designated by the City as Program Recyclables. Contaminants are included in the weight of inbound tonnage.

**“City’s Representative”**: The Executive Director of Denver Public Works Department, or the Executive Director’s designee(s), who shall act as the City’s representative(s) in matters relating to the implementation and enforcement of the Agreement and operation, maintenance, and management of the MRF.

**“Consumer Price Index” or “CPI”**: The measure of inflation as published by the United States Department of Labor, Bureau of Labor Statistics for All Urban Consumers (CPI-U), Midwest Urban Region; All Items, not seasonally adjusted, 1982-1984=100 reference base (Series ID – CUUR0200SA0).

**“Contractor”**: The entity with whom the City has executed the Agreement.

**“Contractor Fee” or “CF”**: The per-Ton fee as defined in this RFP paid to the Contractor by the City for each Ton of Program Recyclables delivered to the MRF.

**“Contractor’s Representative”**: The individual designated by the Contractor to act as the Contractor’s representative in matters relating to the implementation and enforcement of the Agreement.

**“Day”**: One calendar day.

**“Effective Date”**: The date on which the Agreement is executed by both the City and Contractor.

**“Facility Manager”**: The individual designated in writing by Contractor to represent it in all matters relating to the operation, maintenance, and management of the MRF.

**“Marketing”**: The act or process of selling Recyclables for purchase in accordance with the Agreement.

**“Material(s)”**: Recyclables of any quality or type which may contain Contaminants.

**“Materials Recovery Facility” or “MRF”**: The facility where the Contractor receives and processes the City’s Program Recyclables.

**“Maximum Cost” or “MC”**: The maximum per-Ton cost that the City will pay to the Contractor regardless of any calculated Contractor Fee, AMV, and Revenue Share.

**“Monthly Report”**: The Contractor’s report submitted to the City no later than the 15<sup>th</sup> day following the end of each month.

**“Program Recyclables” or “Recyclables”**: Materials collected by the City including but not limited to: cardboard, newspaper including inserts, magazines, office paper, junk mail, paperboard, Kraft bags, telephone books, paper food and beverage cartons (including aseptic cartons), ferrous food and beverage containers including aerosols, aluminum food and beverage containers, aluminum foil and foil pans, #1 - #7 rigid plastic containers, and glass food and beverage containers.

**“Recovered Materials”**: Materials recovered from Recyclables by the Contractor that are ready for sale or distribution for beneficial use.

**“Rejects”**: Materials that are not converted to Recovered Materials. Rejects consist of Contaminants and Residuals.

**“Request for Proposals” or “RFP”**: this document including all attachment thereto.

**“Residue” or “Residuals”**: Recyclables that are accepted by Contractor, processed at the MRF, and not converted into Recovered Materials by the Contractor due to breakage and/or transportation or processing limitations or inefficiencies.

**“Revenue Share Percent” or “RS%”**: The percentage used as part of the calculations as defined in this RFP to determine the Revenue Share for each Ton of Program Recyclables delivered to the MRF.

**“Revenue Share”**: The per-Ton payment as defined in this RFP paid to the City by the Contractor for each Ton of Program Recyclables delivered to the MRF.

**“Shut Down”**: Any time in which the Contractor is unable to accept or process Program Recyclables pursuant to the terms and conditions of this Agreement after the Commencement Date with the exception of force majeure.

**“Single Stream”**: A recycling process that mixes all Recyclables together in the same collection container.

**“Solid Waste”**: As defined by Colorado Revised Statutes § 30-20-101, to mean any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial or commercial operations or from community activities.

**“Ton”**: a short ton of 2,000 lbs. unless otherwise specified.