



**TOWN OF HUDSON, COLORADO**

**REQUEST FOR PROPOSALS  
FOR AN EXCLUSIVE RESIDENTIAL  
REFUSE, RECYCLABLES AND  
YARD WASTE COLLECTION SERVICE  
FOR THE TOWN OF HUDSON**

**PROPOSAL PACKAGE**

**PROPOSALS DUE OCTOBER 26, 2016  
AT 4:00PM**

**TOWN CLERK'S OFFICE  
HUDSON TOWN HALL  
557 ASH STREET, PO BOX 351  
HUDSON, COLORADO 80642**

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**Section 100**

**REQUEST AND INVITATION FOR PROPOSALS**



## TOWN OF HUDSON

557 Ash Street, P.O. Box 351, Hudson, CO 80642

Phone: (303)536-9311 Fax: (303)536-4753

[www.hudsoncolorado.org](http://www.hudsoncolorado.org)

September 30, 2016

Dear Disposal Company Contractor,

The Town of Hudson invites you to submit a proposal for the provision of professional services for an exclusive curbside refuse, recyclables and yard waste collection service processing, handling and disposal for single family residences, multi-family dwellings with seven (7) or less units, and mobile homes (see Exhibit A & B for list of addresses and maps of intended service area), and excluding residences located in sparsely populated outlying areas of the town. Service for Hudson Town Hall (current and future location) and the Hudson Public Works and Utilities Facilities should also be included in the proposal based upon the type and size of container required.

Scope of work includes the Contractor being responsible for everything required to perform this service including all of the labor, materials, necessary tools, expendable equipment, transportation services and landfill space required to perform and complete the collection and disposal of refuse, recyclables and yard waste. The successful Contractor shall comply with all codes, ordinances, rules, statutes, laws and regulations of the Town of Hudson and State of Colorado.

Please review this entire Request for Proposal document for instructions and respond accordingly. We look forward to your proposal.

Sincerely,

Dan Hamsmith  
Director of Economic Development  
Town of Hudson, Colorado

**Section 200**

**INSTRUCTIONS TO CONTRACTORS SUBMITTING PROPOSALS**

## **1. INSTRUCTIONS TO CONTRACTOR SUBMITTING PROPOSALS**

### **A. SCHEDULE OF EVENTS (subject to change)**

1. RFP ISSUED: Friday, September 30, 2016
2. DEADLINE FOR QUESTIONS: Friday, October 7, 2016, 4:00pm
3. FINAL ADDENDUM ISSUED: Thursday, October 13, 2016
4. RFP DUE DATE: Wednesday, October 26, 2016, 4:00pm
5. PUBLIC OPENING: Wednesday, October 26, 2016, 4:00pm
6. NOTICE OF AWARD: TBD

**B.** No Contractor pre-qualification is required to submit a proposal. However, upon evaluation of the proposal, the successful Contractor must be prepared to demonstrate the Contractor's qualifications by submitting evidence to the Town such as financial data, previous experience, authority to conduct business in the jurisdiction where the service is located, and other requirements as may be specified in the contract documents. The contract documents include the following:

- REQUEST AND INVITATION FOR PROPOSALS
- INSTRUCTIONS TO CONTRACTORS
- CONTRACT
- CERTIFICATE OF INSURANCE
- PERFORMANCE AND PAYMENT BOND

**C.** The Town will only accept proposals in bound hard copy format and does not accept proposals submitted via fax, email or other electronic means. Proposals are to be submitted in a sealed package with the following markings on the outside of the package:

SEALED BID – DO NOT OPEN

REFUSE, RECYCLABLE AND YARD WASTE COLLECTION SERVICE

TOWN OF HUDSON

Town of Hudson

Attn: Office of the Town Clerk

557 Ash Street

PO Box 351

Hudson, CO 80642

**D.** Proposals received will be time and date stamped by the Town Clerk or designated representative. Package must include:

- One Proposal marked “Original”
- Three copies of the Proposal
- One copy of the Proposal on a USB Flash Drive

**E.** Sealed proposals for the above –referenced service will be received at the Office of the Town Clerk, at Hudson Town Hall, 557 Ash Street, P.O. Box 351, Hudson, Colorado 80642 until 4:00pm local time on Wednesday, October 26, 2016. Any proposal received after 4:00pm on Wednesday, October 26, 2016 shall be considered invalid if it has not been deposited or received at the above-designated location at or prior to the time and date specified for receipt of proposals prior to any extension thereof issued to all Contractors. No Contractor, after the submission of its proposal, shall modify, withdraw or cancel their bid or any part thereof for a period of thirty (30) days after the time designated for the receipt of proposals.

**F.** Awarding of this project will be made as a whole to one Contractor. After proposals have been submitted, the Contractor shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

**G.** Each Contractor shall examine the specifications carefully. Any questions concerning the interpretation of the specifications and related documents or otherwise concerning the proposal procedure or the work to be performed shall be submitted to the Town of Hudson in writing by Friday, October 7, 2016, 4:00pm and shall be addressed and directed to:

Town of Hudson  
Attn: Dan Hamsmith, Director of Economic Development  
557 Ash Street  
P.O. Box 351  
Hudson, CO 80642  
Email: [dhamsmith@hudsoncolorado.org](mailto:dhamsmith@hudsoncolorado.org)

**H.** Any interpretation or correction of the specifications shall be issued in writing by the Town of Hudson as an addendum to the Request for Proposal documents by Thursday, October 13, 2016. No Contractor shall rely upon any interpretation or correction given by any other method. Telephone calls relative to contract terms will not be accepted or acknowledged.

**I.** Each Contractor, by submitting his / her proposal, represents that he / she has read and understands the specifications and that the prices quoted in his / her proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition with any other Contractor, affiliate or competition.

**J.** The Contractor to whom the contract is awarded will be required to execute a written contract after being notified of the acceptance of his / her proposal by the Town of Hudson. Such Contractor shall also furnish any certificates of insurance and the payment and performance bond required by the Town of Hudson.

**K.** Upon evaluation of all proposals, the Contractor shall be notified in writing to whom the contract was awarded.

**L.** A payment and performance bond in the amount of ten thousand dollars (\$10,000) with a corporate surety approved by the Town will be required for the faithful performance of the contract. Attorneys-in-fact who sign payment and performance bonds must file with each bond a certified and effective dated copy of their power-of-attorney.

**M.** The Town, with receipt of acceptable payment and performance bond and Contract signed by the party to whom the Contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract.

**N.** The Notice to Proceed shall be issued to the Contractor when the executed duplicate of the contract is completed by the Town and returned to the Contractor.

**O.** The Town may make such investigations as it deems necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Town that such Contractor is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

**P.** Each Contractor is responsible for inspecting the site and for reading and being thoroughly familiar with the Contract documents. The failure or omission of the Contractor to do any of the foregoing shall in no way relieve any Contractor from any obligation with respect to his / her proposal.

## **2. GENERAL INFORMATION**

**A.** Pursuant to C.R.S. Section 30-15-401 (7.5), a statute giving the Town of Hudson (a Home Rule Municipality) the express authority to require the use of a single residential waste services provider in the Town and to impose a user fee for the provision of such services, the Town of Hudson hereby seeks proposals to establish one refuse disposal company to do business in the residential areas of the town. Businesses may participate if they wish to do so; however, the Town is uncertain at this time how many business owners would participate.

**B.** Curbside refuse, recyclables and yard waste collection service is to be scheduled on Mondays and between the hours of 8:00am – 3:00pm. For the purposes of this proposal, please submit a recommended schedule defining the pickup intervals for the following types of refuse collection:

- Regular household refuse
- Recyclable materials
- Yard Waste

The Town values companies that can demonstrate quality customer service, as well as a special consideration for senior citizens and other residents who may have verified disabilities or impairments (i.e. refuse container courtesy service.) The Contractor may provide a list of additional services that may be provided, together with a price list for such services (i.e. participation in the Town's Spring and Fall Clean-Up Days requiring large roll-off dumpsters, specialty item recycling program, etc.).

### **3. DEMOGRAPHICS**

The Town of Hudson has an estimated population of 1,680 people residing in an area of approximately 223.4 acres with approximately 6.61 center lane miles of roadway serving those areas. There are approximately 428 single family homes, 12 multi-family dwellings containing 39 units, and 2 mobile home parks containing a total of 76 units. It is anticipated that there will be an additional 16+ single family homes added in 2017. See Exhibit A attached hereto and incorporated by this reference.

### **4. TOWN GOALS & OBJECTIVES**

The Town intends to provide an exclusive curbside refuse, recycling and yard waste collection service by contract for single family residences, multi-family dwellings with seven (7) or less units, and mobile homes and excluding residences located in sparsely populated outlying areas of the town as shown on the maps in Exhibit B.

In procuring the services described in this RFP, the Town seeks to provide high quality services that are convenient for the residents. In addition, the Town seeks to mitigate the impacts of solid waste collection practices upon the community and to provide services that help citizens decrease the amount of solid waste sent to landfills and increase waste reduction and recycling practices.

### **5. RESERVATION OF RIGHTS**

This RFP is a solicitation and not an offer to contract. The Town reserves the right to reject any and all proposals or parts thereof, and to waive any technicality, informality or irregularity in the proposals received and to disregard all nonconforming or conditional proposals. The Town also reserves the right to issue clarifications and other directives concerning this RFP; to require

clarification or further information with respect to any proposal, and to determine the final terms of any Contract. Interviews may be required by the Town with selected vendors to clarify proposals and to allow for Contract negotiations. The Town further reserves the right to award the contract based on the lowest responsible proposal and by a Contractor whose offer best responds in completeness of the proposal, thoroughness of information provided, compliance with requirements of the RFP, and customer service standards and therefore is in the best interest of the Town.

## **6. BASIS OF PROPOSAL**

Proposals submitted will be for Contractor to provide exclusive collection services for refuse, recyclables and yard waste within the Town Limits. Proposals must include, by paragraph numbers, basic information addressing the following:

**A. Billing.** The Town does not propose to perform the billing and collecting functions from residents and participating businesses for disposal service. The Contractor will be responsible for performing the billing and collecting functions from town residents and participating businesses.

**B. Unit-Based Pricing.** The Contractor shall provide a proposal (Annual Fee Schedule) for the Cost of Full Curbside Service, per residential unit, per month based upon the recommended pickup intervals for refuse, recyclable and yard waste materials. Proposals should include pricing for services utilizing any or all of the following:

- Customer provided container(s)
- Contractor provided toter container(s)
- “Pay-As-You-Throw” service
- 2 yard / 3 yard/ 4 yard dumpster(s) (only allowed in Agriculture 2 & 3 Zoned Districts, publically-owned facilities, or by town permit)

Proposals must also define what items are included / excluded in the following collection categories and any additional costs associated with their collection (i.e. large / bulky items):

- Household refuse
- Recyclables (single stream / fully commingled)
- Yard waste
- Large / bulky items

**C. Collection Bins.** The Contractor shall provide information to the Town and its residential customers about what type, size and quantity of containers will be accepted for use in refuse, recyclable and yard waste collection pick-up service.

**D. Hours and Days of Operation.** Curbside waste collection service is to be scheduled weekly, on Mondays between the hours of 8:00am – 3:00pm.

**E. Holiday Schedule.** The Contractor shall provide a list of proposed holidays. Collection shall occur on the day immediately following the holiday. Saturdays may be authorized as a catch-up collection day.

**F. Routes.** Based on the area identified in Exhibit A and B, please provide a proposed route designed to have the least impact on the Town's roadway system.

**G. Force Majeure.** The contract will provide that neither party shall be liable to the other for any delay in, or failure of, performance where performance is prevented or delayed by severe or inclement weather, natural disasters, or other acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise.

**H. Collection Equipment.** The Contractor shall provide information about the size and types of trucks and automation that it proposes to use, as well as other equipment necessary for the job such as communication devices, GPS systems and others. Each vehicle shall be kept in good repair, appearance, and in a sanitary condition at all times. Any contract entered into by the Town may contain provisions regarding equipment weight, leak proofing (fluids or solid materials), and similar performance standards. The Town reserves the right to visit the facilities of all interested Contractors and observe the equipment used and operational methods. These site visits will be coordinated with the appropriate representative(s) from each of the interested Contractors.

**I. Use of Subcontractors.** The Contractor shall indicate in the proposal whether or not it intends to use subcontractors for any part of the service being provided, together with a list of all said subcontractors.

**J. Promotion and Education.** The Contractor will work with the Town to provide service-oriented information to customers and for developing and executing public education to encourage waste reduction and diversion. Specifically, the Contractor shall mail an informational flyer to each customer. This flyer, subject to Town approval, will inform Town residents of the specifics of the refuse, recyclables and yard waste collection program, including a collection schedule; a listing of what materials are included / excluded in the various collection containers; instructions on the proper handling of the collection containers; instructions on what customers are to do with refuse that does not fit into the collection containers; the type and number of containers allowed to be used each week; etc. The Contractor shall mail another such flyer at least 30 days prior to start of each contract year. At

the same time, the Contractor shall provide a complete list of prices and services offered to each customer.

**K. Public Outreach.** Upon selection, but prior to initiating collections service, the Contractor may be required to participate with Town Staff and Council in one or more informational public meetings which will describe the new service to Town residents / customers.

**L. Customer Service.** The Contractor shall be responsible for providing all customer service functions including informing customers of current services, handling customer requests, and resolving customer complaints. The proposal shall include information addressing the Contractor's proposal for methods and time frame for communicating with the customers and responding to their questions and complaints. The Contractor shall also include, with the proposal, a copy of their customer service standards.

**M. New Customers.** As new customers participate in the program the Contractor shall send a packet of information to each new account address. The packet shall, at a minimum include, the specifics of the refuse, recyclables and yard waste collection program; a complete list of fees and services offered to each customer; a listing of permissible materials; instruction on the proper handling of the collection containers; instructions for what customers can do with extra trash; and customer service contact information for questions and complaints.

**N. "Oops!!! Tags".** The Contractor shall create a sticker, tag or other notice to be left by the Contractor to notify the resident of a mistake or error on the part of the customer. The notice should contain preprinted phrases that are easily marked by the driver to indicate why the notice was left. Examples of errors include, but are not limited to, improper placement of container, unacceptable items in the containers, unmarked extra trash. The format and contents of the notice shall be approved by the Town prior to the commencement of service.

**O. Proposed Term of Contract.** The initial contract will be for a five (5) year term commencing January 1, 2017 and terminating the last day of December 2021. The contract may be extended for one (1) successive five (5) year term by mutual agreement of both the Town and Contractor. As part of this proposal, the Contractor must identify any anticipated annual adjustments to the unit prices identified in the Annual Fee Schedule. The Town and the Contractor shall have the right to terminate the contract at any time upon ninety (90) days written notice. The Town shall not pay any liquidated damages, penalties, or monetary damages as a result of terminating the contract.

## 7. QUALIFICATIONS OF CONTRACTOR

The Town requires the submission of the following certified supporting data regarding the qualifications of the Contractor in order to determine whether it is qualified and responsible:

- Satisfactory evidence that the Contractor possesses not less than five (5) years of experience providing refuse and / or recycling collection services in the Front Range.
- Evidence that the Contractor is in good standing in the State of Colorado.
- A copy of the latest available financial statements of the Contractor (or, if the Contractor is a subsidiary or division, then a financial statement of the parent corporation.)
- The name(s) and resume(s) of the principal officer(s), partner(s), and / or official(s). The name(s) and resume(s) of the individual(s) who will be responsible for the Contract.
- Such additional information as will satisfy the Town that the Contractor is adequately prepared to fulfill all of the terms of the Contract.
- Evidence that the Contractor has current contract or agreement with disposal site(s).
- References, including complete contact information, from other Colorado governmental agencies able to describe the Contractor's ability to provide service.

## 8. GENERAL TERMS

**A. Maintenance of Records and Reporting.** The Contractor shall maintain in its local office full and complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the Town. Reports shall be submitted by the 10<sup>th</sup> day of each month to the Town documenting the following information:

- The customers to whom service was provided
- A log of complaints and resolutions for refuse and recycling collection services
- A log of missed collections and responses
- A description of any vehicle accidents or infractions

**B. Failure to Perform, Remedies, Termination.** The Town expects high levels of customer service and collection service provisions. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions. Section C. details default provisions and procedures.

**C. Penalties.** Penalties may be levied if documented in an incident report presented by the Town to the Contractor. For the purposes of this proposal, please recommend liquidated damages for the following acts or omissions:

- Commencement of refuse, recyclable and yard waste collection prior to 8:00am or continuance after 3:00pm except as expressly permitted.
- Failure to collect spilled materials from streets, driveways or yards.

- Leakage from Contractor vehicles or vehicle contents.
- Failure to collect any and all refuse, recyclable materials and yard debris within one business day after notification.
- Disposal of any source-separated recycling as garbage in a landfill.
- Failure to respond to a customer complaint within one business day after notification.
- Failure to make required reports on time.
- Misrepresentation by Contractor in records or reporting.
- Failure to maintain clean and sanitary vehicles.

The above table is not an exclusive list of the acts or omissions for which a penalty may be assessed. Also, the contract shall include provisions detailing those acts and omissions of the Contractor which shall be considered violations or breaches of the contract. The contract will reserve to the Town the right to exercise any and all remedies it may have with respect to these and other violations and breaches. Any schedule of penalties shall not affect the Town's ability to terminate the contract for breach.

In addition to the damages set forth above, if the Contractor fails to collect refuse and recyclables as required by the contract for a period in excess of five (5) consecutive days, or fails to operate in a satisfactory manner as determined by the Town for a similar period of time, the Town may proceed as follows, provided that such failure by the Contractor is not due to war, insurrection, riot, act of God, change in laws or regulations, or any other cause beyond the Contractor's control as determined by the Town: After seven (7) days written notice to the Contractor, the Town may terminate the contract and claim damages against the Contractor for default, if the default is not cured within the seven (7) days. The amount of damages shall include, but not be limited to, the cost for the Town to hire another Contractor to provide the refuse and recyclable collection services.

**D. Payment and Performance Bond.** The Contractor shall furnish to the Town contemporaneously with the execution of a contract a payment and performance bond in the amount of ten thousand dollars (\$10,000.00) for the faithful performance of the contract. The bond shall be executed by a corporate surety company licensed to do business in the State of Colorado. The bond shall indemnify the Town against any loss resulting from any failure of performance by the Contractor, not exceeding, however, the amount of the bond. The bond shall provide that if it is modified or cancelled, the Town shall be notified.

**E. Indemnification.** The Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses, and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract or

the scope of services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor or Contractor, or any officer employee, representative, or agent of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or any employee of any subcontractor of Contractor.

**F. Insurance.** The Contractor and any subcontractor of Contractor shall be required to carry at their own expense Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Comprehensive Vehicle / Equipment Liability Insurance to cover all vehicles used in performance of the Contract.

- The Workers' Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) disease-policy limit, and five hundred thousand dollars (\$500,000) disease-policy each employee.
- The General Liability Insurance shall have limits of not less than one million dollars (\$1,000,000) for all damages arising out of bodily injury; personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than one million, five hundred thousand dollars (\$1,500,000) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two (2) or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent Contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident and not less than one million five hundred thousand (\$1, 500,000) for all damages arising out of injury to, or destruction of property, including the Town's property during the policy period.
- The Comprehensive Vehicle / Equipment Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability or interest provision.

All Insurance Policies and Certificates of Insurance issued for this service shall name as additional insured(s) the Town, whether private or governmental, the Town's officers and employees, and other person(s), company(ies) or entity(ies) deemed necessary by the

Town. The Contractor shall be solely responsible for any deductible losses under any policy required herein.

The insurance provided by the Contractor shall be primary to insurance carried by the Town and all additional insureds, and the principal defense of any claims resulting from the Contractor's obligations under the contract shall rest with the Contractor.

**G. Independent Contractor.** The Contractor will act at all times as an independent contractor and shall pay and be responsible for all of the following:

- Services of drivers, their assistants, and any other personnel involved in any services rendered under the Contract; and
- Assuring that each driver involved in any services rendered under the Contract holds a valid commercial driver's license issued by the State of Colorado; and
- Expenses, maintenance, and operations of the trucks and any other equipment involved in any services rendered under the Contract; and
- Compliance at all times with all laws, ordinances, rules and regulations pertaining to the services rendered under the Contract, and assuring such compliance by the drivers, their assistants, and any other personnel involved in any services under the Contract.

**H. Compliance with Laws and Miscellaneous.** The Contractor shall be responsible at its expense for obtaining and complying with all necessary permits, ordinances, licenses, and laws of any local, county, state or federal agency having authority during the term of the contract having jurisdiction over waste collection services. The Contract shall also include provisions concerning independent contractor status, equal employment opportunity, the employment of illegal aliens, non-assignment, disclosure of information and records, applicable law, and such other terms and conditions as the Town may require.

## **9. BANKRUPTCY**

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then the anticipated contract would terminate effective on the day and at the time the bankruptcy petition is filed.

## **10. ILLEGAL PROVISIONS**

If any provision of the anticipated contract shall be declared illegal, void or unenforceable, the other provision(s) shall not be affected but shall remain in full force and effect.

## **11. SELF-RELIANCE**

The Town makes no guarantee on any of the estimates contained in this RFP and provides this data for informational purposes only. Contractors are expected to conduct their own investigations and research of relevant information used to develop their proposals, including

but not limited to the estimated number and type of housing / dwelling units, anticipated participation, diversion, container weights and all conditions related to the services provided.

The Contractor shall make no claims against the Town as a result of estimates or projections used herein, statements, or interpretation of data made by Town staff or its agents.

**EXHIBIT A**

**ADDRESSES TO BE SERVICED**

**EXHIBIT B**

**MAP OF SERVICE AREA**

**Section 300**

**CONTRACT**

## WASTE COLLECTION SERVICES CONTRACT

THIS WASTE COLLECTION SERVICES CONTRACT ("Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the TOWN OF HUDSON, COLORADO, a Colorado home rule municipality (the "Town"), and \_\_\_\_\_, an independent contractor with a principal place of business at \_\_\_\_\_ (the "Disposal Company").

WHEREAS, the Town has previously determined to legislatively establish that one disposal company may do business in the residential area of the Town; and

WHEREAS, the Town desires to enter into a service contract with a disposal company to provide household refuse, recyclables, and yard waste collection services to residential units within the Town.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and based upon the representations and subject to the terms and conditions hereinafter expressed, the parties hereto agree as follows:

1. Definitions. For purposes of this Contract, the following terms shall have the following meanings:

Residential Unit" or "Dwelling Unit" means any residence that is not an industrial or commercial establishment.

"Refuse" means... (Items to be negotiated)

"Recyclables" means... (Items to be negotiated)

"Yard Waste" means... (Items to be negotiated)

"Large / Bulky Items" means... (Items to be negotiated)

"Hazardous Materials" means wastes that are hazardous by reason of their pathological, explosive, radiological or toxic characteristics.

2. Exclusive Right. The Disposal Company shall be the only person, entity, or corporation during the period of this Contract allowed to provide Waste collection services to Residential Units in the areas of Town listed and shown in **Exhibits A and B**. No assignment of the Contract or any right occurring under this Contract shall be made in whole or in part by the Disposal Company without the prior express written consent of the Town.

3. Service.

a. All persons occupying or maintaining a place of residence in a dwelling unit shall be provided regular collection service under this Agreement. The estimated number of such residential units is:

- Four hundred twenty eight (428) Single Family Homes
- Twelve (12) Multi-Family Dwellings containing thirty nine (39) units
- Two (2) Mobile Home Parks containing a total of seventy six units

The Disposal Company will not be required to collect rubbish under the terms of this Agreement from any business, commercial or industrial facility.

- b. As increases or decreases occur in the number of eligible residential units serviced by the Disposal Company, the Town shall notify the Disposal Company of the changes. The changes shall also include new residential units receiving Certificates of Occupancy.

4. Billing. [SUBJECT TO CHANGE] The Disposal Company will be responsible for billing the owners of the residences.

5. Term. The initial contract will be for a five (5) year term commencing January 1, 2017 and terminating the last day of December 2021. The contract may be extended for one (1) successive five (5) year term by mutual agreement of both the Town and the Disposal Company. The Town and the Disposal Company shall have the right to terminate this Contract at any time upon ninety (90) days written notice. The Town shall not pay any liquidated damages, penalties, or monetary damages as a result of terminating this Contract.

6. Inclement Weather. In the event that severe or inclement weather, natural disaster, or other acts of God prevent the Disposal Company from providing waste collection services on the assigned day, the Disposal Company shall immediately contact the Town to arrange for the postponement or cancellation of the weekly waste collection service under terms that are mutually acceptable to the parties.

7. Litter. The Disposal Company shall not litter any private property, public streets, roads, alleys or public property premises, but it shall not be required to collect waste that has not been placed in approved containers or in a manner provided herein.

8. Hazardous Materials. No hazardous materials shall be collected by the Disposal Company unless specifically requested by the occupant of a Residential Unit, approved by the Town, and agreed to by the Disposal Company. If the collection of hazardous materials is approved by the Town and agreed to by the Disposal Company, then the collection, hauling, transfer, and disposal of the hazardous materials shall be in compliance with all applicable local, state and federal laws, rules and regulations.

9. Collection Equipment. The Disposal Company shall provide an adequate number of vehicles for regular waste collection services, provided that such vehicles shall be approved by the Town prior to use. Each vehicle shall be kept in good repair, appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Disposal Company.

10. Disposal Company's Employees.

- a. The Disposal Company shall assign a qualified person or persons to be in charge of the operations in the Town and shall give their name or names and contact information to the Town.
- b. Each employee of the Disposal Company shall wear a clean uniform bearing the Company's name during all times that the employee is providing waste collection services under this Contract, except that new employees of the Disposal Company may be exempt from this provision for a period not to exceed thirty (30) days.
- c. Each vehicle driver shall, at all times, carry a valid operator's license for the type of vehicle being driven.
- d. The Disposal Company shall take proper disciplinary action against any employee who violates any provision hereof, or who is wanton, negligent or discourteous in the performance of his or her duties as determined by the Disposal Company.
- e. The Disposal Company shall provide operating and safety training for all employees.
- f. Wages of all employees of the Disposal Company shall be equal to or exceed the minimum hourly wages established by the local, state or Federal governments.
- g. The Disposal Company shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, handicap or national origin. The Disposal Company shall take affirmative action to ensure that applicants are employed and that the employees are treated equally during employment without regard to race, creed, color, sex, handicap or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- h. The Disposal Company shall, in all solicitation or advertisements for employees placed by or on behalf of the Disposal Company, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, disability or national origin. The Disposal Company may so designate by stating "EOE".
- i. The Disposal Company shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor; provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. Illegal Aliens.

- a. Certification. By entering into this Contract, the Disposal Company hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Disposal Company will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department

Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Contract.

- b. Prohibited Acts. The Disposal Company shall not:
  - i. Knowingly employ or contract with an illegal alien to perform work under this Contract; or
  - ii. Enter into a contract with a subcontractor that fails to certify to the Disposal Company that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
  
- c. Verification.
  - i. If the Disposal Company has employees, the Disposal Company has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or the Department Program.
  - ii. The Disposal Company shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
  - iii. If the Disposal Company obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien who is performing work under this Contract, the Disposal Company shall:
    - A. Notify the subcontractor and the District within three (3) days that the Disposal Company has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Contract; and
    - B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection A hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Contract; except that the Disposal Company shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Contract.

- d. Duty to Comply with Investigations. The Disposal Company shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that the Disposal Company is complying with the terms of this Contract.
  - e. If the Disposal Company wishes to verify the lawful presence of newly hired employees who perform work under this Contract via the Department Program, the Disposal Company shall sign the "Department Program Affidavit" attached hereto.
12. Hauling. All waste hauled by the Disposal Company shall be contained, tied or enclosed so that leaking, spilling and blowing are prevented. In the event of any spillage, the Disposal Company shall immediately clean-up the litter. However, if drained oil is spilled, the Disposal Company shall immediately remove the drained oil, but it will not power wash the drained oil.
13. Title to Waste. Title to all waste shall be vested in the Disposal Company upon being placed in its vehicles.
14. Disposal. All waste shall be hauled to a site or facility legally empowered to accept it for treatment or disposal and the disposal shall not be in violation of any local, state, county or federal law, rule or regulation.
15. Charges and Rates. For any service performed under this Contract, the charges shall not exceed the rates set forth on **Exhibit C**.
16. Oversight. The Disposal Company shall, within twenty-four (24) hours, collect the waste service of any Residential Unit if such waste was not collected due to the Disposal Company's error.
17. Insurance.
- a. The Disposal Company shall obtain and maintain during the life of this Contract a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Disposal Company pursuant to this Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Disposal Company shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to this Contract, by reason of its failure to obtain and maintain during the term of this Contract insurance in sufficient amounts, durations or type.
  - b. The Disposal Company shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed in this Section. Such coverage shall be obtained and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Disposal Company pursuant to this Contract. In the case of a claims-

made policy, the necessary retroactive dates and extended reporting period shall be procured to maintain such continuous coverage.

- i. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employer's Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000.00) disease-policy limit, and five hundred thousand dollars (\$500,000.00) disease-each employee.
  - ii. General Public Liability Insurance with a limit of liability of not less than one million dollars (\$1,000,000.00) for all damages arising out of bodily injury; personal injury (including coverage for employee and contractual acts), including death, at any time resulting therefrom, sustained by any one person and not less than one million, five hundred thousand dollars (\$1,500,000.00) for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by two (2) or more persons in any one accident. This policy shall also include coverage for blanket contractual and independent contractor risks. The limits of General Public Liability Insurance for broad form property damage (including products and completed operations) shall be not less than one million dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property in any one accident and not less than one million five hundred thousand (\$1,500,000.00) for all damages arising out of injury to, or destruction of property, including the Town's property during the policy period.
  - iii. Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) each occurrence and one million dollars (\$1,000,000.00) aggregate with respect to each of the Disposal Company's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability or interests provision.
- c. All Insurance Policies and Certificates of Insurance issued for this project shall name as additional insured(s) the Town, whether private or governmental, the Town's officers and employees, and other person(s), company(ies) or entity(ies) deemed necessary by the Town. The Disposal Company shall be solely responsible for any deductible losses under any policy required herein.
  - d. The insurance provided by the Disposal Company shall be primary to insurance carried by the Town and all additional insureds, and the principal defense of any claims resulting from the Disposal Company's obligations under the Contract shall rest with the Disposal Company's Insurer.

18. Payment and Performance Bond. The Disposal Company shall furnish to the Town contemporaneously with the execution of this Contract a payment and performance bond in the amount of ten thousand dollars (\$10,000.00) for the faithful performance of this Contract. The bond shall be executed by a corporate surety company licensed to do business in the State of Colorado. The bond shall indemnify the Town against any loss resulting from any failure of performance by the Town, not exceeding, however, the amount of the bond. The bond shall provide that if it is modified or cancelled, the Town shall be notified.

19. Indemnification. The Disposal Company shall indemnify and hold harmless the Town, its officers, employees, agents and their insurers from and against all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arises out of or is in any manner connected with this Contract, if such injury, loss or damage is caused in whole or in part by, or is claim to be caused in whole or in part by, the act, omission, error professional error, mistake, negligence, or other fault of the Disposal Company, or of any employee of any subcontractor to the Disposal Company. The Disposal Company agrees to investigate, handle, respond to and provide defense for and defend against any such liability, claim or demands at the sole expense of the Disposal Company, or at the option of the Town, agrees to pay the Town or reimburse the Town for defense costs incurred by the Town in connection with any such liability, claims or demands. The Disposal Company also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent.

20. Rules and Regulations. The Disposal Company shall comply with all rules and regulations of any local, county, state or federal agency having authority now or during the term of this Contract having jurisdiction over waste collection services.

21. Permits and Licenses. The Disposal Company shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

22. Standards of Performance.

a. The Disposal Company shall be subject to the following liquidated damages for the following acts or omissions:

<u>Action or Omission</u>	<u>Liquidated Damages</u>
Commencement of waste collection prior to 8 a.m. or continuance after 3 p.m. except as expressly permitted;	To be negotiated;
Failure to collect spilled materials on streets, driveways or yards;	To be negotiated;
Leakage from Disposal Company vehicles or	To be negotiated;

vehicle contents	
Failure to collect any and all refuse, recyclable materials and yard debris within one business day after notification	To be negotiated;
Disposal of any source-separated recycling as garbage in a landfill	To be negotiated;
Failure to respond to a customer complaint within one business day after notification;	To be negotiated;
Failure to make required reports on time;	To be negotiated;
Misrepresentation by Disposal Company in records or reporting;	To be negotiated;
Failure to maintain clean and sanitary vehicles;	To be negotiated;

- b. In addition to the damages set forth above, if the Disposal Company fails to collect waste as required by this Contract for a period in excess of five (5) consecutive days, or fails to operate in a satisfactory manner as determined by the Town for a similar period of time, the Town may proceed as follows, provided that such failure by the Disposal Company is not due to war, insurrection, riot, act of God, change in laws or regulations, or any other cause beyond the Disposal Company's control as determined by the Town: After seven (7) days written notice to the Disposal Company, the Town may terminate this Contract and claim damages against the Disposal Company for default, if the default is not cured within the seven (7) days. The amount of damages shall include, but not be limited to, the cost for the Town to hire another disposal company to provide the services.

23. No Waiver. The failure of the Town at any time to require performance by the Disposal Company of any provision of this Contract shall in no way affect the right of the Town to enforce the same. Nor shall waiver by the Town of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision thereof.

24. Bankruptcy. If the Disposal Company is adjudged bankrupt, either voluntarily or involuntarily, then this Contract shall terminate effective on the date the bankruptcy petition is filed.

25. Governing Law and Venue. This Contract shall be governed by the laws of the State of Colorado, both as to interpretation and performance.

26. Modification. This Contract constitutes the entire agreement and understanding between the parties, and it shall not be considered modified, altered changed or amended in any respect unless in writing and signed by the parties.

27. Illegal Provisions. If any provision of this Contract shall be declared illegal, void or unenforceable, the other provision shall not be affected but shall remain in full force and effect.

28. Notice. A letter addressed and sent by certified United States mail to either party at the address listed below shall be sufficient notice for purposes of this Contract.

Town of Hudson	Contractor
Hudson Town Hall	_____
557 Ash Street, P.O. Box 351	_____
Hudson, CO 80642	_____

29. Effective Date. This Contract shall become effective and the Disposal Company shall begin performance on January 1, 2017.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date first set forth above.

**TOWN OF HUDSON, COLORADO**

By: \_\_\_\_\_

Raymond Patch, Mayor

ATTEST:

\_\_\_\_\_

Rebecca Utecht, Town Clerk

**DISPOSAL COMPANY**

By: \_\_\_\_\_

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

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

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as the \_\_\_\_\_ of the \_\_\_\_\_.

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_

Notary Public

**DEPARTMENT PROGRAM AFFIDAVIT**

***[To be completed if the Disposal Company participates in the  
Department of Labor Lawful Presence Verification Program]***

I, \_\_\_\_\_, as a public contractor under contract with the Town of Hudson (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

STATE OF COLORADO )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

\_\_\_\_\_

Notary Public

**Section 400**

**CERTIFICATE OF INSURANCE**



**Section 500**

**PAYMENT AND PERFORMANCE BOND**

**PAYMENT AND PERFORMANCE BOND**

Bond No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) \_\_\_\_\_

(Address) \_\_\_\_\_

hereinafter referred to as "the Surety", are held and firmly bound unto the Town of Hudson, Colorado, a Municipal Corporation, hereinafter referred to as "the Town", in the penal sum of ten thousand dollars (\$10,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract with the Town, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Town, with or without Notice to the Surety and during the life of the guaranty or warranty period, and shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Town from all cost and damages which it may suffer by the Principal's failure to do so, and shall reimburse and repay the Town all outlay and expense which the Town may incur in making good any default, and make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the performance of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the obligations to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract.

PROVIDED, FURTHER, that no final settlement between the Town and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

PRINCIPAL

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

(Corporate Seal)

SURETY

ATTEST:

Surety: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.

