



CITY OF FORT LUPTON
CITY COUNCIL/ENTERPRISE BOARDS
TOWN HALL MEETING AGENDA
Tuesday, March 11, 2025
6:00 PM
130 South McKinley Avenue

Zo Hubbard, Mayor
Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3
David Crespín, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

You may join in person or join remotely by clicking on:
<https://meet.goto.com/793699389>

Call to Order

General Discussion – The Town Hall meeting is for the Public to have open discussion with Council regarding any topic. This list is not all-inclusive. The following topics are items to be presented to Council by staff and may or may not be followed by discussion. No transcripts or summary are taken during Town Hall meetings.

- a.** ADA Compliance Policy
- b.** Feasibility Study for Organized Residential Waste and Recycling
- c.** National Library Week Proclamation
- d.** 14th Street Drainage Engineering Services
- e.** 9th Street Drainage Survey
- f.** Planning Advisory Committee Update
- g.** 1.21 Annexation
- h.** Community Heart & Soul Outreach
- i.** Targeted Restaurant and Entertainment Activation Policy and Program
- j.** Bludot Open Rewards Program
- k.** Potential Economic Development Business Retention & Expansion Personal Property Tax Rebate Incentives
- l.** Support for FLURA Survey to continue Streetscape Improvements
- m.** Waste Hauler Permit – Portapotty Pros
- n.** Colorado Big-Thompson (CBT) Sublease

Adjourn



Colorado Circular Communities
(C3) Enterprise

City of Fort Lupton: Feasibility Study for Organized Residential Waste and Recycling



Technical Assistance
Service Provider

Final Report
February 2025

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Section 1: Project Summary

This *Feasibility Study for Organized Residential Waste and Recycling for Fort Lupton* was conducted as part of the Technical Assistance Service Provider (TASP) program, funded by the Colorado Circular Communities (C3) Enterprise.¹ TASP works directly with cities, towns, and counties to advance their waste diversion programs. The TASP program is administered by Resource Recycling Systems (RRS) and subcontractors including Eco-Cycle and provides individualized consulting services to Colorado communities.

Project Goal

The goal of this project is to conduct a feasibility study on a contracted residential waste and recycling collection system for the City of Fort Lupton. The city's underlying goals in pursuing this study are to increase diversion, reduce truck and traffic impacts, and provide equitable, cost-effective services to residents. This TASP engagement, titled "Feasibility Study for Organized Residential Waste and Recycling," aims to gain public and city council support for an organized residential waste and recycling hauling contract that provides embedded recycling to all single-family homes in Fort Lupton with the potential to include a Pay-As-You-Throw (PAYT) structure and additional services such as large item and yard waste collection. The city staff's desired outcome at the start of the project was to have their city council approve an organized waste and recycling hauling contract and accompanying city ordinance.

Project Scope

The activities of this project included evaluating Fort Lupton's current residential waste and recycling system, creating communication content for the city, conducting community engagement around residential waste hauling, hosting a workshop with city council, and providing recommendations for a draft Organized Residential Waste and Recycling Ordinance and a draft contracted waste collection services RFP.

Project Outcome

TASP researched waste service availability and costs among Fort Lupton residents, finding that many residents have not opted in to recycling service. All haulers that serve Fort Lupton offer recycling at an additional cost. TASP found a wide range in

¹ This project was originally awarded and funded by the FRWD TASP program but is now a C3 Strategic Technical Expertise for the Public Sector (STEPS) project.

costs paid for waste hauling services by residents, from \$16 to \$39 per month for trash or combined trash and recycling services.

Community outreach and engagement revealed some community support and some concerns around a city organized waste and recycling program. Residents were interested in better pricing and more convenient access to recycling, while they expressed concerns about loss of hauler choice, opt-out fees, ensuring good customer service, limiting trash capacity, and outcompeting small hauling companies.

TASP conducted research comparing five waste and recycling models used by Colorado communities. Municipally operated collections and municipally managed hauler contracts show the greatest potential for increasing waste diversion, reducing truck and traffic impacts, and improving pricing and service equity.

TASP recommends the following policy and program changes for the City of Fort Lupton:

- Creating city-contracted waste services for the residential sector;
- Incorporating volume-based pricing or Pay-As-You-Throw (PAYT) into city-contracted waste services;
- Implementing a waste hauler licensing program by way of city ordinance to accompany the city-contracted waste services program; and
- Engaging the public through a recycling education program.

These four recommendations can be combined, or the city can opt to pursue some but not all of the recommendations. Specific examples and key elements to include in a potential ordinance and hauler request for proposal (RFP) are provided in detail in this report.

The Fort Lupton City Council expressed interest in pursuing a waste hauler licensing ordinance and implementing recycling education after a presentation from TASP in November 2024. The council is interested in preparing for the statewide changes coming with Producer Responsibility.

Section 2: Current Residential Waste and Recycling System Assessment

Service Overview

The City of Fort Lupton has a population of approximately 7,955 residents and 3,248 households, 14% of which are in multifamily complexes. In the city, there are 5 homeowner associations (HOAs) and 15 metro districts. The city has an open market

waste and trash collection system for the residential sector², meaning that each homeowner (with the exception of those in HOAs and metro districts) is responsible for hiring a hauling company to haul trash and recycling from their home. In almost all HOAs and metro districts, the HOA or metro district contracts with one hauler to provide trash and recycling.

In Fort Lupton, there are four private haulers servicing residential single-family customers:

- BCD (Best Cleaner Disposal)
- Waste Connections
- WM (Waste Management)
- Green Girl Recycling

All four haulers offer curbside recycling, which residents may voluntarily opt into at an additional cost. Green Girl Recycling does not provide trash collection.

Based on the 25 residents who attended TASP’s Fort Lupton engagement session, 35% of attendees currently have recycling as part of their service.

The city does not have waste data on the volume of material collected and recycled, however, the overall Front Range recycling rate (percentage of waste collected that is recycled and composted) is 15.5%, well below the national average of 32%.³

At the Resident Engagement Session, participants were asked to indicate the number of days in a week they see trash trucks on their street (Table 1). Most participants (11 of 22) indicated they saw trash trucks on their street twice per week, while 6 saw trucks three times a week and 6 saw trucks once per week.

Table 1: Trash truck frequency indicated by Resident Engagement Session attendees

Trash trucks seen per week	Non-HOA Residents	HOA Residents
One per week	5	1
Two per week	11	1
Three per week	6	N/A

² The State of Colorado differentiates “residential” and “commercial” properties, which has important implications for expanding recycling access. “Residential” properties include single-family homes and multi-unit housing buildings with seven or fewer units, whereas “commercial” properties include businesses and multi-unit housing buildings. Since commercial properties cannot subscribe to municipally contracted services, this report focuses on single-family residential recycling.

³ Colorado Department of Public Health and Environment (CDPHE). “2023 Colorado Recycling Rate.” <https://cdphe.colorado.gov/hm/colorado-recycling-totals>. Accessed 12/03/24.

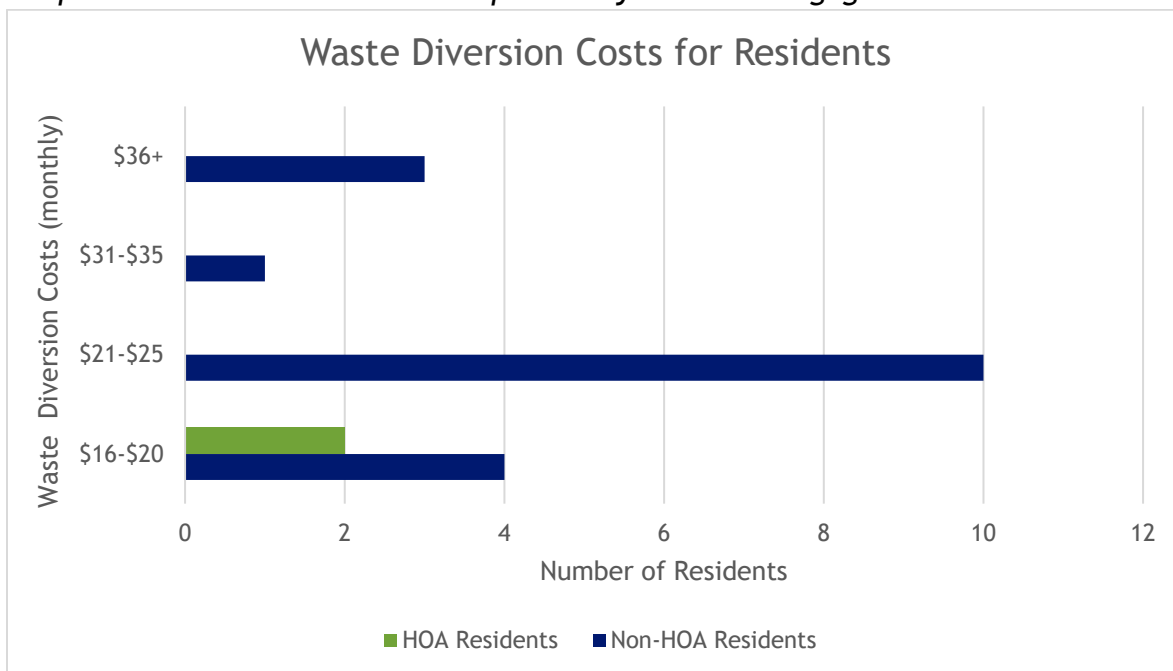
Assessment Findings

According to responses received at the Resident Engagement Session, residents are paying a wide range of rates for the same service. The two residents who lived in the same HOA reported paying between \$16 and \$20 per month for both trash and recycling. Non-HOA residents reported paying between \$16 and \$36 or more per month (for most residents, this covers trash only), with an average price of \$24.60 (Table 2). According to hauler interviews and internet research, haulers are charging new subscribers in Fort Lupton between \$21 and \$30 per month for trash only and between \$30 and \$39 per month for both trash and recycling.

Table 2: Waste services for Resident Engagement Session attendees

Ward	Trash	Recycling	Other (dumpster)
Ward 1	5	1	N/A
Ward 2	13	4	N/A
Ward 2 (HOA residents)	2	2	N/A
Ward 3	2	2	2
All Wards (excluding HOA)	20	7	2

Graph 1: Waste diversion costs reported by Resident Engagement Session attendees



Our analysis indicates that most Fort Lupton residents do not have residential recycling service, likely due to the additional cost associated with the service. Of the residents who participated in the focus groups and the Resident Engagement Session who live in HOAs or Metro Districts, most indicated that they have recycling as part of their service. Residents are paying between \$16 and \$39 per month for combined trash and recycling services. Some residents expressed a desire for additional recycling services and some expressed interest in compost services. Additionally, city staff shared with TASP an interest in reducing road damage, trash truck traffic, and illegal dumping.

Section 3: Strategic Communication Content

The project team developed strategic communication content to facilitate discussions on a city-coordinated approach to trash and recycling collection.

The TASP team collaborated with City of Fort Lupton staff to develop strategic communication materials that clearly articulate the project's purpose and benefits. TASP consolidated the motivations and advantages behind the city's initiative to explore a contracted residential waste and recycling collection program.

Key benefits include lower prices, restrictions on price increases by hauler(s), strong customer service and increased accountability, fewer trash trucks and less taxpayer dollars spent on road repairs, the potential for added services like collection of bulk items, seasonal yard waste, and compost, and improved aesthetics of city streets.

This collaboration with city staff framed the initiative as a “city-coordinated approach to trash and recycling collection” that would transition Fort Lupton’s current residential waste collection system from multiple haulers to a single city-contracted hauler or several haulers assigned to different geographic areas chosen through a competitive bid. The selected hauler(s) would provide trash and recycling services to all single-family residential homes in Fort Lupton, with the potential for negotiated inclusion of yard trimmings and bulk item collection.

The results of TASP strategic messaging sessions with city staff resulted in the creation of recommendations for website content (Appendix A), factsheet (Appendix B), frequently asked questions (FAQ) document (Appendix C), and a community presentation (Appendix D).

Section 4: Community Engagement Activities and Results

The following section provides an overview and evaluation of the community engagement activities facilitated by the TASP project team.

Focus Groups

The TASP team conducted two focus groups in Fort Lupton on August 28, 2024. One was held for English speakers and had ten participants. A second focus group was conducted for Spanish speakers and had three participants. The aim of both sessions was to learn about residents' current trash, recycling, and compost services and gather input on options for further increasing waste diversion in Fort Lupton.

The focus group discussions revealed a significant divide in waste management practices among participants, with over 50% disposing of all waste, including recyclables, into the trash. This is due to a lack of accessible recycling services and information. Some participants take alternative measures, such as paying extra for recycling collection, sharing recycling services with neighbors, composting in their backyard, hiring a separate food scraps collection service, using their sink's garbage disposal for food scraps, and taking hard-to-recycle items to regional drop-off centers. The groups expressed general dissatisfaction with the limited recycling access in Fort Lupton.

The groups identified convenience, accessibility, and cost as the primary factors that impact their recycling behavior. They emphasized the need for affordable, easily accessible recycling services and were interested to learn about lower costs in other communities that have a contracted single hauler for trash and recycling. Residents expressed concerns about ensuring good customer service and whether a single hauler contract would impact trash truck traffic. Participants also suggested increasing public education on recycling and expanding Fort Lupton's Clean Up Days to provide more opportunities for waste diversion. Overall, there was a shared desire among participants for greater access to recycling and waste reduction services, and they appreciated that the city is open to discussing these issues.

The complete Focus Group summary can be found in Appendix E.

Waste Hauler Interviews

TASP conducted outreach to waste haulers that provide residential waste services in Fort Lupton to learn about services provided and to gather the haulers' thoughts on a city-coordinated approach to trash and recycling collection. TASP interviewed WM,

Waste Connections, and Green Girl Recycling. TASP made several attempts to contact BCD, but they were unresponsive. TASP found information on BCD's services on their website. Haulers such as WM, Waste Connections, and BCD offer trash collection with recycling at an additional cost. Green Girl Recycling offers recycling collection.

Many of the haulers interviewed expressed support for a city-organized trash and recycling program since it simplifies processes, increases efficiency, can be more cost effective, and may help them add more services to their customers. When asked, "What do you think cities can do to help residents recycle more?", the three main suggestions were for the city to expand recycling education, offer comprehensive and uniform waste services to all residents, and implement financial incentives, such as volume-based trash pricing. The Hauler Interview Summary is in Appendix G.

Resident Engagement Session

On October 9, 2024, TASP conducted a Resident Engagement Session with 25 residents. TASP strived for representatives from three different HOAs to attend, but only one HOA was represented at the session. However, several of the Focus Group participants were residents of various HOAs. The purpose of the session was to learn about Fort Lupton residents' current trash and recycling services, share information about what a city-coordinated approach to residential waste and recycling would mean, and hear residents' concerns and priorities about this approach.

Fort Lupton residents expressed measured concerns about a city-coordinated waste and recycling program. However, potential cost savings emerged as a key factor that garnered support from many community members. TASP facilitators observed a shift in opinions when residents were shown the lower pricing for waste and recycling services in nearby communities with city-coordinated systems. Residents also prioritized convenience, better access to recycling, and assurance that recyclables are properly processed. Concerns about the program included distrust of local government, the potential for limiting trash capacity, the inconvenience or extra costs of recycling, and fears that it could outcompete smaller haulers. Some residents also expressed unease over City Council awarding the contract to a single hauler, prompting a suggestion that residents be allowed to attend meetings where potential bids are discussed by city staff and Council members.

The resident engagement summary can be found in Appendix F.

Section 5: Regional Policy Models Assessment

In Colorado's Front Range, there are five models used by communities to provide residential waste and recycling services: (1) open market; (2) municipally operated

collection; (3) municipally managed drop-off site(s); (4) mandated recycling; (5) municipally managed hauler contract (city-coordinated approach). This section defines each model, provides examples of each model in Colorado, describes the benefits and challenges of each model, and addresses any impacts or limitations on local and regional infrastructure.

Regional Policy Model Overview

Open Market

An open market system, as currently exists in the City of Fort Lupton, is a voluntary, opt-in subscription-based waste and recycling model with no organized municipal contract or municipally run services. An opt-in/subscription model without a requirement for recycling puts the onus on the resident to request recycling, and residents generally have to pay more for it. A system with multiple haulers servicing the same areas can result in heavy truck traffic causing wear and tear on roads, increased road maintenance costs for municipalities, and higher greenhouse gas emissions from additional miles traveled.⁴ There are often discrepancies between what residents pay for similar services, particularly between residents who live in HOAs with negotiated contracts and non-HOA residents. Table 3 displays the benefits and challenges of an open market model.

Places with Open Market Systems: Brighton, Broomfield (changing to a municipally managed hauler contract in April 2025), Firestone, Fort Lupton, Lakewood, Westminster

Examples:

Arvada: Prior to the city changing to a municipally managed hauler contract in 2021, the city had an open market model with 13 licensed haulers providing waste and recycling services to residents. Residents were seeing up to nine trash and recycling trucks on their streets in a week and were paying between \$28 and \$30 per month for services, which was 30% to 78% more than neighboring communities with municipally managed hauler contracts. Within the city, non-HOA residents were paying 60% more than HOA residents for the same service. Approximately 60% of residents did not have recycling services, likely related to the additional cost of recycling. Now, the city's

⁴ "Trash Collection and Street Maintenance Impact Analysis." R3 Consulting Group, Inc. 2022. <https://www.fcgov.com/recycling/files/analysis-of-trash-collection-vehicle-impacts-to-street-maintenance-noise-safety-and-vehicle-emissions-from-open-market-and-contracted-service-1.pdf?1700083053>.

municipally managed hauler contract offers the most affordable rates for trash and recycling in the city.

Brighton: The City of Brighton also currently has an open market with seven haulers. Over half of Brighton residents report seeing trash trucks on their street at least two days a week and many see trucks three or more days a week. Brighton residents are paying a wide range of prices, between \$8 and \$67 per month for similar waste services. Many non-HOA residents do not have access to recycling.

Lafayette: Like Arvada, the City of Lafayette had an open market model before 2008, when it switched to a managed hauler contract. The city had similar issues and concerns, with a recorded \$9 difference between HOA and non-HOA areas, meaning non-HOA residents were paying 53% more for the same services.

Lakewood: The City of Lakewood has an open market model for residential waste and recycling. The city has nine haulers, and residents see, on average, 10-12 trucks pass over a two-week period. Non-HOA residents are paying 60% more than HOA residents and 65% more than neighboring cities with municipally managed hauling contracts. Forty percent of the residents don't have curbside recycling.

Table 3: Benefits and challenges of an Open Market Model

Benefits	Challenges
- Each household can select their preferred waste hauler - City staff are not involved in the waste collection program	- Unlike other basic services like sewer or water, residents must find and contract with waste haulers - No guarantee of recycling service offered, does not increase recycling rates - No benefit of group pricing to lower costs - Costs are not transparent - Inequity may exist between costs for residents with HOA-negotiated contracts and non-HOA residents - Less opportunity for additional "value add" services such as bulky items, spring clean-up collections, and/or curbside compost collection - Inefficient service routes lead to higher trash truck traffic, which causes road damage, air pollution, noise, and safety risks - Subject to unpredictable price fluctuations - Limited accountability or recourse for poor customer service

Impacts and limitations on local and regional infrastructure

As Fort Lupton currently has an open market system, there will be no new impacts on local and regional waste infrastructure from continuing with this system. There are no local and regional limitations that prevent the city from continuing with the current open market system. The city has four local haulers that leverage their own networks, distributing infrastructure use across multiple entities and preventing strain on any single one. Once Producer Responsibility begins to be implemented in 2026, recycling will be expanded to all residents, which will be negotiated between the haulers and the Producer Responsibility Organization, Circular Action Alliance (See Appendix W for more information on Producer Responsibility). This is anticipated to increase recycling tonnage.

Municipally Operated Collection

In a municipally operated collection model, the city, town, or county operates its own waste and recycling collection service using its own trucks, equipment, staff, and administrative overhead. Table 4 displays the benefits and challenges of this model.

Places with Municipally Operated Collection: Denver, Durango, Grand Junction, Longmont, Loveland, Northglenn, Thornton

Examples:

Longmont: The City of Longmont has its own waste hauling operations through its Public Works and Natural Resources Division, serving about 40,000 homes. Longmont staff provide trash and recycling services with an opt-in option for curbside compost collection. Residents can choose between two trash bin sizes, 48- and 96-gallon. Rates vary between \$6.50 per month (every-other-week trash collection, 48-gallon trash container, no compost) and \$30.60 per month (weekly trash collection, 96-gallon trash container with compost collection).

Loveland: The City of Loveland's Solid Waste Division provides trash, recycling, and yard waste collection to approximately 32,000 homes. Residents have four trash cart size options: 16-, 32-, 64-, and 96-gallon. Residents pay \$3.50 per month for the smallest cart, 16-gallon, and \$21 per month for the 96-gallon cart size. Recycling and seasonal yard waste collection services are included in the city service.

Northglenn: The city's Solid Waste Division provides trash and recycling collection to approximately 14,000 homes for \$16 per month. Residents pay the same monthly amount for either 64- or 96-gallon trash carts and can have up to four trash and recycling bins per residence.

Thornton: The City of Thornton’s Environmental Services Division manages its own trash and recycling hauling operations and programming for 32,000 homes. Thornton's program includes regular trash collection, recycling services, and special waste disposal events. Residents pay a solid waste fee of \$17.50 per month, which is charged to their water bill. This fee includes weekly trash and every-other-week recycling collection.

Table 4: Benefits and challenges for a municipally operated collection model

Benefits	Challenges
• Municipality designates the service and can guarantee recycling services • Less truck traffic • Tends to have lower fees than open market or contracted programs • Increases recycling rates by ensuring curbside access for residents • Service offerings are consistent for all customers	• High up-front capital costs • Ongoing and annual operational and maintenance costs • Personnel management, including ongoing hiring and training needs • Compared to hauling companies with existing fleets of trash and recycling trucks, the municipality would have to acquire trucks, which can involve long lead times • Residents may not have a choice in hauler (municipality can pass an ordinance requiring residents to participate in the municipally operated program)

Impacts and limitations on local and regional infrastructure

Starting a new municipally operated waste and recycling collection service could have significant impacts on both local and regional infrastructure. Locally, the city would need to invest in a fleet of hauling trucks and establish facilities for vehicle maintenance and other essential services. As the centralized collector of residential waste and recycling, the city would shift tonnage away from local private haulers. Since Fort Lupton does not own waste processing facilities, this transition would require Fort Lupton to establish contractual agreements with a permitted landfill and material recovery facilities (MRF) for processing waste and recyclables. The appointed MRF may need to adjust their processing capacity to handle any increased volume of recyclables due to the increased access to recycling with the municipally operated program. The closest MRFs to Fort Lupton are located in Denver and Boulder, and these MRFs currently have the capacity to process more materials. At least two local

waste haulers are currently developing new MRF facilities that will increase overall capacity for recycling. A municipally operated waste collection system would likely direct waste to a single designated landfill, increasing both the tonnage and operations at that landfill, while reducing the waste sent to the landfills currently used by private haulers operating in Fort Lupton. There are no local or regional limitations that would prevent or impede the city from having a municipally operated collection system.

Municipally Managed Recycling Drop-Off Site

Drop-off sites provide residents with access to recycling for materials frequently collected in curbside programs, such as cardboard, paper, plastic, aluminum, and glass, and often for hard-to-recycle materials like polystyrene and plastic film or bags. A few communities have drop-off centers managed by private businesses, including SustainAbility in Arvada, WM in Ault and Englewood, and Arrowhead in Keenesburg. Volunteers help manage drop-off centers in three communities, including Estes Park, Castle Rock, and Fountain. Table 5 displays the benefits and challenges of recycling drop-off sites.

Places with Municipally Managed Recycling Drop-Off Sites: Boulder, Brighton, Erie, Fort Collins, Westminster

Examples:

Brighton: Brighton had a recycling drop-off site for several years that ended in 2015. The dumpster cost the city \$10,000 annually, but the program ended because more and more residents were using the drop-off site as a place to dump unwanted items and the recycling became too contaminated for city staff to sort, so they had to send all of the collected material to the landfill.

Windsor: In April 2020, the City of Windsor shut down its recycling drop-off center. The city cited a low participation rate (4%) and high annual cost of \$120,000, including the need to staff the site. The city also had faced challenges with the variable recycling markets, making the costs higher than the revenue they received from the collected materials. The city determined that many people have curbside recycling and therefore there was not a need for a recycling drop-off site. Aurora and Northglenn also recently closed their community recycling drop-off centers for similar reasons.

Table 5: Benefits and challenges of a recycling drop-off site.

Benefits	Challenges
• Provides basic access to recycling to all residents. • Offers a recycling option for all residents, including single-family, HOA, metro district, ward, and apartment complexes • Free or minimal fee for residents • Provides “overflow” option for those with curbside collection • May include collection of some hard-to-recycle materials (e.g., polystyrene and plastic film)	• Requires staffing to manage, control contamination, and/or sort materials • Prone to illegal dumping • Requires land for site • Is less convenient than curbside collection service and can be inaccessible to residents without transportation, personal vehicles, or time to drive to site • Typically has limited hours of operation, restricting residents’ access • Typically does not substantially increase recycling rates

Impacts and limitations on local and regional infrastructure

Starting a municipally managed recycling drop-off site would impact local and regional infrastructure in a few different ways. On a local scale, the municipality would need to allocate space for the drop-off site to build the facility. This may include structures, drive-through lanes, a gate, and fencing. A new drop-off site could lead to increased traffic in the surrounding area as residents transport their recyclables, potentially causing congestion, road wear, and the need for traffic management measures.

At the regional level, a recycling drop-off site in Fort Lupton is not expected to draw users away from other regional drop-off locations, as they are geographically distant, with the nearest sites in Keenesburg, Ault, Arvada, and Broomfield. Instead, the new drop-off site would serve as an additional transfer point in the regional recycling network. The city would need to transport collected recyclables to a regional MRF, which may need to adjust its processing capacity to accommodate the increased volume. There are no local or regional limitations that would prevent or impede the city from running a drop-off site.

Mandated Recycling

A municipal ordinance requires haulers in an open market to provide residential curbside recycling service bundled in with regular trash collection at no additional cost. Table 4 shows the benefits and challenges to this model.

Places with Mandated Recycling: Boulder, Fort Collins (Fort Collins transitioned to a municipal contracted service in September 2024)

Examples:

Boulder and Fort Collins: Boulder and Fort Collins have had regulated open-market systems, meaning they have municipal ordinances that require haulers to provide recycling alongside trash service within an open market system. Boulder’s policy also requires composting services. Both cities are state leaders in waste diversion with high recycling rates. However, in both communities, residents pay higher rates for their waste and recycling collection than other Front Range municipalities with universal collection contracts. In 2022, Fort Collins conducted a trash bill study and reported residents paid between \$14 and \$53 per month for trash and recycling.⁵ The higher costs are because there is no economy of scale. Service is more expensive per customer when haulers are only serving a few homes on a street rather than every home. An ordinance that requires recycling means every hauler will have to add another truck and driver to every route, which increases costs further due to the inefficiency of multiple haulers servicing the same area.

Fort Collins’s pricing study also showed that pricing varied greatly for the same trash and recycling services, even in the same area of town, for services provided by the same hauler (Figure 1). Some residents were paying \$6 to \$22 per month more than their neighbors for the same service.

Fort Collins also saw some significant price increases in their open market, between 2% and 41% in late 2022 and early 2023.

Fort Collins conducted a study on the impacts of trash truck traffic in 2022 and found that 24% of road damage on neighborhood streets was caused by trash truck traffic, resulting in a cost to the city of \$889,000 annually.⁶

⁵ City of Fort Collins Trash Bill Analysis. Provided by Caroline Mitchell, Lead Specialist, Waste Reduction and Recycling Environmental Services Department, February 2023.

⁶ R3 Consulting Group, Inc. “Final Report - Trash Collection Street Maintenance Impact Analysis.” 2022. <https://www.fcgov.com/recycling/files/analysis-of-trash-collection-vehicle-impacts-to-street-maintenance-noise-safety-and-vehicle-emissions-from-open-market-and-contracted-service-1.pdf>

Figure 1: Graph showing Fort Collins monthly open market trash price by cart size for all haulers combined

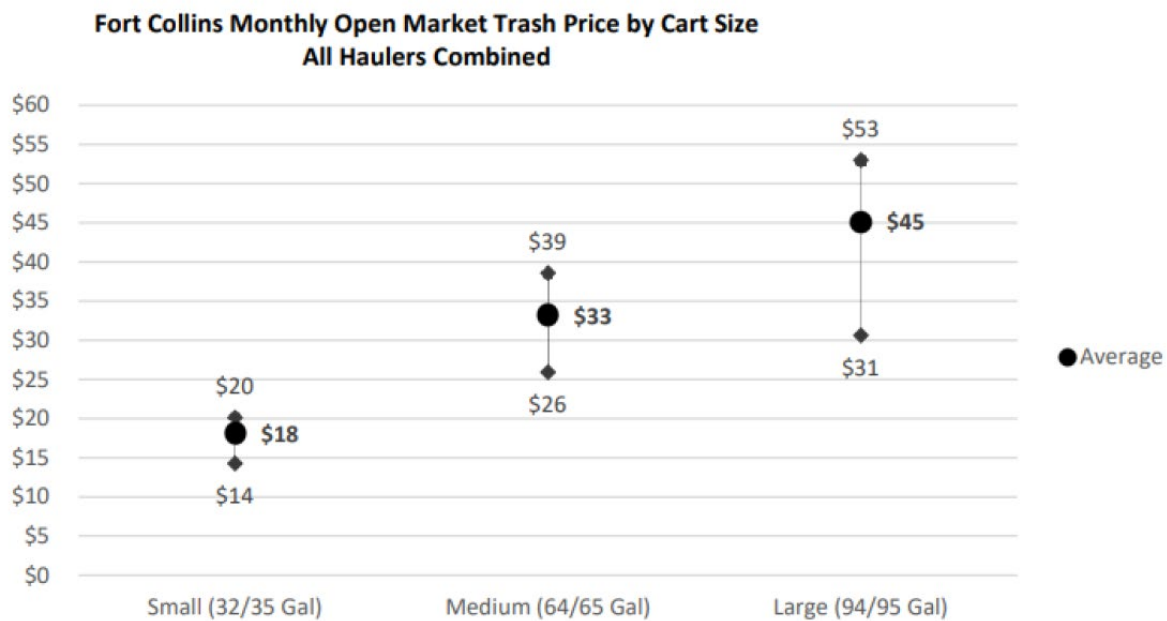


Table 6: Benefits and challenges of mandated hauler recycling

Benefits	Challenges
- Ensures residents have curbside recycling - Allows residents to choose their hauler - Increases recycling rate by ensuring all residents have curbside services	- No benefit of community-scale pricing - Typically more expensive for residents than a more efficient model - Less opportunity for additional community collections such as bulky items or clean-up events - Inefficient service routes lead to higher trash truck traffic, which causes road damage, air pollution, noise, and safety risks - Costs are not transparent; pricing can vary greatly for the same service, even by the same hauler in the same area of town - Subject to price fluctuations - No municipal accountability for poor customer service

Impacts and limitations on local and regional infrastructure

A mandated hauler recycling ordinance would increase recycling collection and place new demands on both haulers and regional MRFs. Haulers would need to add trucks and drivers to provide recycling services to all their customers in Fort Lupton. Smaller haulers may decide they can't provide the added recycling services and would need to end services in Fort Lupton. It could require operational adjustments and financial investments across the local and regional recycling infrastructure. Regional MRFs could see an increase in the volume of materials they need to process. All regional MRFs currently have the capacity to process additional materials, and as noted above, there is interest by some haulers to build new MRFs in the Denver Metro area. There are no local or regional limitations that would prevent or impede the city from adopting a mandated recycling ordinance.

Municipally Managed Hauler Contract

Under a municipally managed hauler contract, a municipality coordinates curbside trash and recycling on behalf of its residents through a municipal contract with hauler(s). Under this mode, it's possible to require that recycling service is automatically included for all residents and bundled into trash pricing. Some municipalities extend the service to HOAs. Table 7 shows the benefits and challenges of this model.

Examples: Arvada, Broomfield, Commerce City, Dacono, Edgewater, Fort Collins, Golden, Hudson, Johnstown, Lafayette, Lochbuie, Louisville

Examples:

Arvada: In 2021, the City of Arvada began its hauler contract with Republic Services for trash and recycling services for its 15,946 households. Residents are given the choice of three trash cart sizes, with rates of \$12.71 for a 35-gallon trash cart, \$17.12 for a 65-gallon trash cart, and \$21.55 for a 95-gallon trash cart. These rates include recycling, several bulky item drop-off events per year, and a two-week leaf drop-off event in the fall. Approximately 40,000 homes in HOAs do not participate in the program (HOAs can opt in when their individual hauling contracts end) and pay \$1.50 per household per month for bulky item and leaf drop-off events. A total of 8,743, or 35%, of eligible non-HOA homes have opted out of the program. These homes pay a minimum service fee of \$6.05 per month, of which \$4.55 goes to Republic Services. This relatively high opt-out rate is attributed to the lower "opt-out" or "minimum service fee" charged to residents who choose to opt out. In most other cities, the opt-out fee is the same as the lowest service level, which is at least twice what Arvada is charging. Arvada has the same number of haulers servicing the city as before the

single-hauler contract (13); however, many neighborhood streets see fewer trash trucks. The city locked in prices in the contract for the first two years and then allowed Republic Services to increase prices by no more than 3.5% annually. This is well below the market rate increase of 5.49%.

Broomfield: The City and County of Broomfield is shifting from an open market system for residential waste and recycling collection. The Broomfield City Council voted on September 10, 2024, to approve a contract for city-wide trash and recycling services with Waste Connections. The new services will begin at the end of March 2025. The change will provide waste and recycling services to approximately 23,000 households that are outside of HOAs. Residents will pay monthly rates of \$10.50 for a 35-gallon trash cart, \$19.43 for a 65-gallon trash cart, and \$29.93 for a 95-gallon trash cart.

Commerce City: Commerce City implemented a hauler contract for waste and recycling collection in 2020, contracting with Republic Services. This program provides curbside trash and recycling services to residents through the city's general fund, at no direct cost to residents. Each household receives two 95-gallon bins: one for trash and one for recycling, with recycling collected every other week. Residents do not pay an extra fee for trash and recycling services, as the cost of the program is covered by the city's general fund.

Fort Collins: In September 2024, the City of Fort Collins switched to a municipally contracted service and currently contracts with Republic Services for trash, recycling, and seasonal yard waste collection.

Johnstown: The Town of Johnstown has used contracted residential waste hauling since 2011. Until the Town issued a new RFP in 2021, recycling service was not automatically included, but available as an opt-in service. Under the current contract with Waste Connections, every-other-week recycling collection (96-gallon) is included with the weekly trash service. The current monthly rates with Waste Connections are \$12.90 for a 96-gallon trash bin or \$10.90 for 64-gallon trash bin. The contract includes seasonal Christmas tree collection and bulky item pickup for \$15 per item. The contract requires collection at 5,300 residences and the city's facilities and can be renewed every three years.

Lafayette: The City of Lafayette initiated its hauler contract with Republic Services in 2008 for trash and recycling. In 2014, the city added composting to its curbside service for all its single-family residents. Today residents pay monthly rates of \$17.50 for a 32-gallon trash cart, \$27.84 for a 64-gallon trash cart, and \$38.49 for a 96-gallon trash cart. All rates include trash, recycling, and composting services. The city has a 98% participation rate in its hauler contract program.

Lochbuie: The Town of Lochbuie has used contracted residential waste hauling for many years. Their most recent contract, procured through a competitive RFP process in March 2023 resulted in a five-year contract with Republic Services. Lochbuie’s current contract includes 95-gallon carts for weekly trash collection and every-other-week recycling collection for the Town’s 2,761 households, at a rate of \$15.39 per month. The contract also includes two free yard waste drop-off events for residents, bulky item pickup for \$25 per item, and mattress collection for \$35.

Table 7: Benefits and challenges of a municipally managed hauler contract

Benefits	Challenges
- Increases recycling rate by ensuring all residents have curbside access - Reduces the number of trucks on the road, saving money on road maintenance and decreasing traffic - Reduces illegal dumping - Lowers trash and recycling costs through economy of scale and group rate pricing - Potential to add other city services such as compost, bulky item, seasonal yard waste collection - Greater convenience for residents since individuals don’t have to find a hauler - Prevents price fluctuations by locking in prices and setting parameters for price increases - Can make hauler accountable to customer service standards through contract requirements - Can require haulers to bring recyclables to a particular processing facility, increasing transparency - Ensures households are paying the same amount for the same services - Can allow HOAs and metro districts to opt into services - Can improve community aesthetics since trash/recycling carts are collected on a consistent day each week	- Awards a large contract to just one hauler (with the option to allow haulers to bid for a portion of the city or to subcontract for a portion of the city or a material stream) - Requires city coordination and administration - Potential for public disagreement - While most households will see a decrease in service fees, some households will pay more because recycling is being added to their service - Households that opt out must pay an opt-out fee

Impacts and limitations on local and regional infrastructure

A municipally managed hauler contract would reduce the volume of truck traffic occurring from the four current haulers. The contract with one appointed hauler would improve efficiency of hauling routes and reduce the duplication of services. With a single hauler managing all of the city's waste and recycling, there could be a significant increase in the volume of recyclables processed at regional Material Recovery Facilities (MRFs). This concentrated recycling volume might require the regional MRFs (most likely located in Denver or Boulder) to adjust their capacity, potentially leading to upgrades or expansion, but all regional MRFs have the capacity now to process more materials and additional MRFs may be built in the near future. Likewise, the selected hauler might alter existing waste flows by redirecting waste materials to a specific landfill, which could impact the tonnage and operations of nearby landfills. There are no local or regional limitations that would prevent or impede the city from changing to a municipally managed hauler contract.

Comparison of Policy Impacts

The City of Fort Lupton requested TASP assistance to conduct a feasibility study for developing a contractual residential waste and recycling collection system to: (1) increase waste diversion; (2) reduce truck and traffic impacts; and (3) provide equitable cost-effective service to customers. This section evaluates and compares the five regional models presented in Section 5 with these three goals in mind.

Increasing Waste Diversion

According to Eco-Cycle and CoPIRG's 2022 State of Recycling and Composting Report, the top residential recycling and composting cities in Colorado were Loveland, Longmont, Boulder, Golden, and Lafayette (Table 8).⁷

The top two cities, Loveland and Longmont, have a municipally operated collection. Boulder has a mandated hauler ordinance, and the remaining two, Golden and Lafayette, have municipally managed hauling contracts. Eco-Cycle and CoPIRG started collecting recycling and composting data from cities in 2017. Over the past seven years, cities with municipally operated collections, mandated ordinances, and contracts have led the pack in terms of recycling and composting. Cities with open markets and cities with only municipally managed drop-off sites tend to have lower recycling and composting rates in comparison with neighboring communities.

⁷ Eco-Cycle and CoPIRG. "The State of Recycling and Composting in Colorado 2022."
<https://ecocycle.org/resources/report-the-state-of-recycling-and-composting-in-colorado-2022>.

Table 8: Top Colorado municipalities' residential recycling and composting rates.

Municipality	Population	Service Model	Recycling and Composting Rate
Loveland	79,000	Municipally operated collection of trash, recycling, and seasonal yard waste	58%
Longmont	98,000	Municipally operated collection of trash, recycling, and opt-in compost	42%
Boulder	103,000	Open-market, mandated hauler recycling and composting	37%
Golden	20,000	Municipally managed hauler contract for trash, recycling, and compost	33%
Lafayette	31,000	Municipally managed hauler contract for trash, recycling, and compost	31%

According to Eco-Cycle and CoPIRG's 2022 Report, local leaders in recycling share five key elements contributing to their success:

1. Universal curbside recycling programs where every resident receives a recycling cart alongside their trash cart, typically at no extra cost
2. Volume-based pricing for trash, which incentivizes recycling by charging fees based on trash volume while recycling (and sometimes composting) is offered at no additional charge
3. Convenient drop-off centers, seasonal events, or curbside services for yard waste and/or food scraps
4. Robust education programs for residents and businesses that emphasize the importance of recycling and composting and include clear guidelines on recyclable, reusable, and compostable materials
5. Dedicated staff and funding to support waste diversion infrastructure, services, and programs

Of these elements, convenient access to curbside recycling services stands out as crucial for success. Municipalities with top-performing recycling programs ensure that recycling is as accessible as trash disposal for all residents, so that every household equipped with a curbside trash cart automatically receives a recycling cart.

Unfortunately, in open market systems like Fort Lupton's, access to recycling is not guaranteed. Residents often need to opt in or subscribe to curbside recycling services, typically at an additional cost. This creates a financial barrier to participating, and on average only about 30% of residents subscribe to curbside recycling under these opt-in programs.⁸ The open market model does not increase waste diversion without a mandate for recycling. This will change in 2026 when free access to recycling will begin to be made available to all residents through Colorado's Producer Responsibility program (see section below titled "Colorado's Producer Responsibility Program"). With regard to compost collection, few haulers in open markets offer curbside service, and it also comes at an additional cost with a low participation rate.

Municipally managed recycling drop-off sites provide some access for residents to recycle, especially when no services are available. However, only a small portion of the population utilizes this service because it isn't as convenient as their curbside trash service.

The Winners: Municipally Operated Collection, Municipally Managed Contract, and Mandated Recycling Ordinance

The municipally operated collection, municipally managed contract, and mandated recycling ordinance models ensure every home has access without having to subscribe or pay extra for recycling.

Additionally, cities with municipally operated collection, contracts, or ordinances can include compost and yard waste collection in their programs. Since organic waste (food and yard debris) can make up 37% of what residents send to the landfill, these city-run compost programs can significantly increase waste diversion.⁹

Reducing Truck and Traffic Impacts

Open market systems like Fort Lupton's can have the greatest and most negative impact on roads. Trash trucks are often the heaviest vehicles on neighborhood streets. Each trash truck is equivalent to 1,250 vehicles per day in terms of road

⁸ Sustainable Packaging Coalition. "2015-16 Centralized Study on Availability of Recycling." (2016) sustainablepackaging.org/findings-released-spc-centralized-study-availability-recycling.

⁹ CDPHE. "Waste Composition of Municipal Solid Waste Disposal." (2018) <https://cdphe.colorado.gov/hm/swreports>.

damage and more trash trucks equate to greater damage. The City of Fort Collins 2022 study found that trash trucks caused 24% of impacts on residential streets and the city could save \$600,000 a year in street maintenance costs by reducing the number of trash trucks through a municipally managed hauler contract or district system (multiple contracted haulers assigned to different geographic regions of the city).¹⁰

The only two models that can effectively reduce trash truck traffic and therefore road damage and maintenance costs are municipally operated collection and municipally contracted hauler (Table 9). Switching to a municipally operated model has the greatest impact by potentially eliminating other haulers (through a city ordinance requiring residents to subscribe to the city services) and allowing the city to control the routes its own trucks take. The municipally contracted hauler model can reduce the number of trash trucks on residential streets if there is a high participation by residents in the program (under Colorado law, residents can opt out of the city's contracted hauler and choose a different hauler). For example, the City of Arvada's municipally managed hauler contract has been active for three years and has yet to see a decrease in the overall number of haulers servicing the city or number of trucks on the streets. This is because many residents (35%) have opted out of the city program, likely because the opt-out fee is low and provides less of a monetary incentive for switching to the city's services. The opt-out fee is the lowest in the region, half of the smallest service fee and 45% to 64% less than in other cities. Many cities charge the lowest service fee to opt out (the cost of the smallest trash cart) and therefore see higher participation in the contracted services.

Having a municipally run drop-off site will have no impact on trash truck traffic. A municipality mandated recycling ordinance may increase trash truck traffic, as some haulers may have to add recycling trucks to their routes to comply with the ordinance.

¹⁰ R3 Consulting Group, Inc. "Final Report - Trash Collection Street Maintenance Impact Analysis." 2022. <https://www.fcgov.com/recycling/files/analysis-of-trash-collection-vehicle-impacts-to-street-maintenance-noise-safety-and-vehicle-emissions-from-open-market-and-contracted-service-1.pdf>.

Table 9: Comparison of trash and recycling models and their effectiveness in reducing road damage and maintenance costs.

Model	Road Damage and Maintenance Costs
Open Market	Increases ↑
Mandated Recycling Ordinance	Increases ↑
Municipally Run Collection	Decreases ↓
Municipally Contracted Hauler	Decreases ↓
Municipally Managed Drop-Off Site	Neutral

The Winners: Municipally Operated Collection and Municipally Managed Contract

Only the municipally operated collection and municipally managed hauler contract models reduce the impacts of road damage on city streets by reducing truck traffic.

Providing Equitable Cost-Effective Service

The open market and mandated hauler recycling models tend to have the highest prices in the region, as reflected in Fort Lupton’s median price of \$34.50 for both trash and recycling for new service as reported by haulers servicing the area (Table 10). The average price for waste hauling reported by residents at the resident engagement session was \$24.60, which may or may not include recycling. Higher prices in open markets and mandated hauler recycling communities are due to the lack of an economy of scale with a lower density of homes served. Any extra mandate for recycling or compost service increases prices further.

The Winners: Municipally Operated Collection and Municipally Managed Contract

The municipally operated collection model offers the lowest prices for residents. If operated as an enterprise, these programs must comply with state law, ensuring that revenue does not exceed expenses. Both the municipally operated collection and municipally managed hauler contract models can significantly reduce costs due to economies of scale and higher service density. Under the municipally managed contract, the city has greater negotiating power to secure lower prices for a large number of homes, unlike individual homeowners in an open market system. Haulers can offer lower rates when servicing a larger number of homes in a concentrated area, as opposed to serving a smaller, dispersed group. The cost of the truck and driver remains the same whether servicing one home or an entire block, and the cost

of truck miles to and from routes and processing facilities can be minimized by increasing route density, benefiting both the hauler and the residents.

Under an open market system, the hauler picks up from fewer homes on a given block and charges them more than if the hauler picked up from every home on that block. In addition, it is costly for haulers to add separate recycling trucks to each route, especially if it is mandated by the city. In contrast, a municipally managed hauler contract allows the hauler to service a larger, more dense area for a lower price per resident and allows the city to negotiate for extra services in the contract, such as recycling, bulky item collection, and yard waste collection.

Most programs and haulers charge a range of prices. For example, Fort Lupton's pricing, as reported by residents at the resident engagement session, ranged from \$16 to \$36 per month. The lowest median prices are found in communities with either municipally operated collections or a municipally contracted hauler (see Table 10).

Table 10: Comparison of median monthly prices for residential trash and recycling services from communities in the region, listed by model

Waste Management System	Communities with that system (median monthly price range for trash and recycling)
Open Market	Fort Lupton (existing customers \$24.60, new sign-ups \$34.50*), Brighton (\$24-\$27)
Mandated Recycling Ordinance	Fort Collins (\$32-\$35 prior to municipal contract)
Municipally Operated Collection	Northglenn (\$16-\$19), Thornton (\$16-\$19)
Municipally Contracted Hauler	Johnstown (\$12-\$15), Dacono (\$12-\$15), Lochbuie (\$12-\$15), Arvada (\$16-\$19), Hudson (\$20-\$23)

**Fort Lupton's average price of \$24.60 for existing customers comes from prices reported by residents at the engagement session (N=25) and may or may not include recycling. Fort Lupton's median price of \$34.50 for new sign-ups comes from hauler interviews and includes trash and recycling.*

Both municipally operated collections and municipally managed hauler contracts create greater equity in service and cost amongst residents, especially in cities like Fort Lupton that have some residents living in HOAs. HOAs negotiate a contract with a hauler to provide trash and recycling services to the entire HOA, which allows HOA residents to take advantage of economies of scale and density of collection routes to get a lower negotiated price. Residents who live outside of HOAs do not have this advantage and almost always pay more than residents in HOAs. In Lakewood, non-HOA residents are paying 60% more than HOA residents, and in Arvada, prior to changing to a municipally managed hauler contract, non-HOA residents were paying double what HOA residents paid for the same service. Under municipally operated collection and municipally managed hauler contract models, cities can provide the same services at similar rates as HOAs.

In an open market, non-HOA residents are at a disadvantage because they cannot negotiate and get a group rate, and because the pricing isn't transparent. There is no place to look up pricing for all the haulers in a given area. Instead, each resident must inquire to get a quote from each individual hauler. As Fort Collins' Trash Bill Analysis showed, residents can be charged as much as \$22 more per month than neighbors getting the same services in the same area, in some cases by the same hauler. Both the municipally operated collection and the municipally managed hauler contract models eliminate or reduce these inequities and provide more transparent pricing.

Comparison of Benefits of Regional Residential Waste and Recycling Models

In summary, the municipally operated collection and municipally managed hauler contract models best address the three goals of this study: (1) increasing diversion, (2) reducing truck and traffic impacts, and (3) providing equitable cost-effective service to customers (see Table 11). Fort Lupton's current open market system does not address any of the goals. While recycling drop-off sites increase access to recycling, they do not reduce road impacts or provide lower, more equitable pricing. A mandated recycling ordinance will increase access but will not help reduce road damage or provide better pricing.

Table 11: Comparison of waste and recycling programs by City of Fort Lupton's goals

Model	Examples	Provides lower, more equitable prices	Increases access to recycling	Reduces illegal dumping and clean-up costs	Potential to add yard trimmings	Reduces road damage and costs
Open Market	Brighton, Fort Lupton, Firestone, Westminster, Lakewood	No	No	No	No	No
Mandated Recycling Ordinance	Boulder	No	Yes	Yes	Yes	No
Municipally Run Collection	Denver, Longmont, Loveland, Northglenn, Thornton	Yes	Yes	Yes	Yes	Yes
Municipally Contracted Hauler	Commerce City, Dacono, Lafayette, Louisville, Golden, Arvada, Edgewater, Broomfield	Yes	Yes	Yes	Yes	Yes
Municipally Managed Drop-Off Site	Erie, Boulder, Westminster, Fort Collins, Pueblo	No	Yes	No	No	No

Colorado's Producer Responsibility Program

In 2022, the state passed the Producer Responsibility for Packaging and Paper Act (HB 22-1355), which requires producers of products with packaging sold in Colorado to pay a fee on their products.¹¹ Those fees will be used to pay for convenient access to recycling for all Colorado residents. The program roll-out will start in 2026 and will

¹¹ Colorado General Assembly. "Producer Responsibility Program For Recycling." <https://leg.colorado.gov/bills/hb22-1355>

pay for the collection of recycling from single-family and multifamily homes. This service is required by law to be as convenient as trash service. For cities like Fort Lupton, the financial barrier to recycling will be eliminated.

How the cities participate will be up to each city. Cities like Loveland and Longmont will continue to provide city collection services, and the Producer Responsibility program will reimburse the city for the recycling portion of collection costs. Cities with hauler contracts will also get reimbursed by the state. It will be up to the Producer Responsibility Organization (PRO), Circular Action Alliance (the organization made up of producers selected by the state to run the program), to determine how to provide recycling in cities with open markets like Fort Lupton. In these open market communities, the Producer Responsibility Organization will enter a service agreement with the haulers that opt-in to providing recycling to their customers. The PRO may contract with a hauler to provide the recycling to homes that have haulers who choose not to participate.

Section 6: Recommendations

The City of Fort Lupton should consider the following recommendations as steps to advance its recycling program:

- Recommendation 1: Create city-contracted waste services for residential sector
- Recommendation 2: Utilize volume-based pricing or Pay-As-You-Throw (PAYT)
- Recommendation 3: Implement a waste hauler licensing ordinance
- Recommendation 4: Engage the public through a recycling education program

While each recommendation can be pursued separately, executing all four recommendations will best help the City of Fort Lupton meet its goals of increasing waste diversion, reducing truck and traffic impacts, and providing equitable, cost-effective service to customers.

Recommendation 1: Create city-contracted waste services for residential sector

TASP recommends that Fort Lupton move to a residential municipally contracted waste services program. This option will increase recycling access, enable the possibility of adding composting or bulky item pickups, reduce truck and traffic impacts as well as associated road maintenance costs, and provide more service at a lower cost to residents. With the state's Producer Responsibility (PRO) program, all residents of Fort Lupton will have free recycling at their home starting sometime after 2026. The advantage of Fort Lupton moving forward now with a city-contracted program for waste and recycling is that the PRO can reimburse the city for the

recycling cost of the contract, and this can occur more quickly in 2026. If the city remains an open market, the reimbursement of the recycling costs to residents and setting up the service agreements with the multiple haulers will take more time and may delay the addition of recycling and the reimbursement.

While a municipally operated collection system also provides the same benefits, the city can avoid most of the capital and operational costs associated with a municipally operated system by opting for a contracted system. Setting up a new municipally run system may require several years before it can be operational, while a municipally contracted program can be implemented within one year.

When a city decides to set up a contract with a hauler or haulers, they usually need to pass an ordinance enabling them to do that. This would be a Residential Waste and Recycling Ordinance, through which a hauler or haulers are chosen through a competitive bidding process, and the city has the potential to hire more than one hauler through a district-type system (see Section 9 for key elements of a Residential Waste and Recycling Ordinance, and Appendices K, L, and M for ordinance examples).

In Colorado, cities are trending toward hauler contracts for residential collections. The following Colorado communities have transitioned to municipally contracted services in the past seven years:

Arvada, Broomfield, Commerce City, Dacono, Edgewater, Fort Collins,
Frederick, Fruita, Golden, Greenwood Village, Johnstown, Lafayette, Lone
Tree, Louisville, Rifle, Sheridan, Superior

A municipally contracted hauler also protects residents from unpredictable price increases and improves customer service accountability. The contract can limit price increases, such as requiring the same rates for several years, and then only allowing prices to increase by a certain percentage with justification from market indices (such as the Consumer Price Index). The contract can also require the hauler to meet certain customer service standards (e.g., limit the number of missed pickups) or incur penalties. Finally, the contract can guarantee that the recyclables collected by the hauler are delivered to a fully permitted material recovery facility where they are processed and sold to be made into new products.

While residents can choose to opt out of the municipally contracted services, contracts generally stipulate that haulers can charge an opt-out fee that helps cover capital costs associated with meeting service-level commitments outlined in the contract even if participation decreases below the level at which pricing was originally negotiated or anticipated. In cities with contracted services, residents who

opt out and pay the opt-out fee can benefit from additional services included in the contract such as collection events for bulky items and yard waste.

Regarding HOAs and metro districts, TASP recommends requiring HOAs to join the city contract after their existing contracts have expired. This ensures the program has the greatest efficiency and the best pricing for the greatest number of homes. Alternatively, some municipalities have initially not required HOAs to be part of the city-wide contract as long as they have recycling automatically included in their waste collection services (meaning they don't charge extra for recycling, and they provide recycling automatically without having to opt in). These municipalities allow HOAs and metro districts to voluntarily opt in, and some charge a fee to HOA and metro district homes to cover the costs of additional services in the contract outside of the curbside collection (e.g., annual leaf and bulky item collections). If the City of Fort Lupton chooses to allow HOAs and metro districts to opt in, TASP recommends the city require new HOAs and metro districts formed after the contract to automatically be part of the city contract.

In summary, TASP recommends the city-wide community-based hauler contract provide services for all single-family homes, duplexes, townhomes, and multifamily complexes with 7 units or fewer.¹² Again, the city may choose to not require HOAs that have recycling to join the city's new contract. More detail on key elements to include in a Residential Waste and Recycling Ordinance can be found in Section 9. See Table 7 (Section 5) for benefits and challenges of a municipally managed hauler contract.

Recommendation 2: Utilizing volume-based pricing or PAYT

TASP recommends that the contract with the hauler includes a volume-based pricing model, sometimes referred to as "pay-as-you-throw" (PAYT), for trash collection. Under volume-based pricing, the cost of collection service is based on the size of the trash collection bin, and residents automatically receive a recycling bin at no added cost. Volume-based pricing is proven to increase the amount of material recycled and decrease the amount of material sent to landfills. Volume-based pricing has helped municipalities double or even triple their recycling rate.¹³ The benefits and challenges of volume-based pricing are displayed in Table 12.

¹² Colorado law requires that multifamily complexes with 8 or more units are classified as commercial and cannot be part of the city contract.

¹³ US Environmental Protection Agency. "Pay-As-You-Throw 2010 Summer Bulletin." Accessed at <https://archive.epa.gov/wastes/conserve/tools/payt/web/html/index-3.html>.

Table 12: Benefits and challenges of volume-based pricing

Benefits	Challenges
• Creates a strong financial incentive for residents to participate in recycling and/or composting services • Residents can lower their trash costs by recycling and/or composting and producing less trash • Increases recycling and composting rates, with associated environmental benefits	• HOA households typically pay for trash service through HOA fees; this may require homes to be billed directly for trash services • Haulers must purchase and manage multiple cart sizes • Requires robust investment in education and enforcement to reduce contamination.

Volume-based pricing charges residents for what they use, similar to other utilities. It gives residents a choice in their service level. Some households will be able to pay less because they produce less trash going to the landfill.

Volume-based pricing models are used in over 7,000 communities across the US and in dozens of communities in Colorado, including the communities with the highest waste diversion rates.¹⁴ To prevent residents from choosing the smallest and least expensive cart and using their recycling bin as a second trash cart, the hauler can place tags on recycling bins explaining that non-recyclable materials were found in their bin. If misusing the recycling bin continues, haulers may refuse to collect the bin or issue a financial penalty.

Recommendation 3: Waste Hauler Licensing Ordinance

TASP recommends that the City of Fort Lupton adopt an ordinance requiring all haulers, both residential and commercial, to be licensed with the city. Like any business license, a waste hauler license program ensures that haulers operating in a community adhere to a set of standards. The standards included in a waste hauler licensing ordinance should include an insurance requirement and a requirement that haulers collect data on the types and tonnage of waste collected (e.g., trash, recycling, compost) as well as where that material was taken for disposal/processing. The data should be shared with the municipality annually, biannually, or quarterly. The ordinance can also hold haulers accountable for illicit discharges and other

¹⁴ Ecoconservation Institute, 2009. Pay As You Throw. Accessed at www.paytnow.org/index.html.

damages caused by trucks to city infrastructure. The city will have the ability to revoke licenses due to violations. Licensing programs also help ensure that the city has basic company information, such as a regularly updated point of contact. Collecting data on waste diversion is key to tracking progress with any new recycling program. Most licensing programs include a license fee (see Table 13) to cover the city's administrative costs. Table 14 displays the benefits and challenges of a waste hauler licensing ordinance.

Table 13: Examples of hauler licensing fees in the Front Range

Location	Program Name	Fee
Dacono	Refuse Hauler's License	\$300/vehicle + \$2,000 bond
Loveland	Solid Waste Hauler's License	\$100/vehicle
Westminster	Solid Waste Collection License	\$250/solid waste vehicle \$100/recyclable materials vehicle
Fort Collins	Solid Waste Collector License	\$1.35/month/customer
Broomfield	Trash & Rubbish Hauling License	\$150.00 + \$1.00/truck sticker, \$1,000 bond
Adams County	Solid Waste Hauler License	1-3 hauling vehicles = \$100 4-9 hauling vehicles = \$300 10+ hauling vehicles = \$600

Additionally, the waste hauler licensing ordinance should require all residential haulers, regardless of whether they are part of the city contract, to provide both trash and recycling services bundled together so residents automatically receive recycling collection at no additional cost as part of their trash service. This will ensure access to recycling for residents. To ensure that smaller haulers can continue to operate in the city, this requirement should allow for haulers to subcontract with other haulers. For example, Hauler A may only be able to provide trash service, but could subcontract with Hauler B to provide recycling service to its customers to meet the requirement. Residents should be allowed to contract with different haulers for different waste stream collection services if they so choose.

A waste hauler licensing ordinance sets up the city for Colorado’s Producer Responsibility for Recycling program in 2026. An ordinance ensures that all residents have access to recycling so the Producer Responsibility Organization (PRO) can pay haulers directly for the recycling service. By ramping up access to recycling prior to the implementation of Producer Responsibility, local service providers will have time to obtain trucks and hire additional staff needed to serve Fort Lupton residents. If the city continues to have an open market and does not require for haulers to provide recycling, it will take more time for the PRO to negotiate service agreements and find a hauler or haulers to provide recycling to Fort Lupton residents if any haulers choose not to participate.

Table 14: Benefits and challenges of a waste hauler licensing ordinance

Benefits	Challenges
• Can enable the city to hold haulers accountable for illicit discharges and other damages to city infrastructure • Can protect residents by ensuring all haulers are properly insured • May facilitate faster implementation of free recycling through the state’s Producer Responsibility for Recycling program • Creates a level playing field for all haulers operating in the community; they all have to provide the same services and abide by the same rules • Can be leveraged to increase diversion and ensure equitable services are offered community-wide • Can include provisions for data reporting • May increase recycling rate by ensuring all residents have curbside access	• Requires staff time for administration and enforcement • Similar to other business licensing, haulers must apply for, obtain, and pay for license or registration • Depending on licensing requirements, it can increase costs of doing business for haulers, some of which may be passed on to consumers. However, beginning in 2026 the cost of recycling will be paid for by the Producer Responsibility program

Recommendation 4: Recycling Education Program

TASP recommends that, along with any attempt to increase recycling access, the city implements a thorough, ongoing recycling education program in English and Spanish. This program should clearly share information on what is recyclable and why recycling is beneficial to the environment and local economy. There are many myths and misunderstandings surrounding recycling, which can lead to distrust and apathy.

Recycling education programs help standardize messaging, answer questions, and create community buy-in.

Education programs alone have not proven to significantly improve waste diversion rates, but they are essential to successfully implementing policy and program changes. Education programs help residents “recycle right” and reduce contamination, which is costly and slows down recycling processes.

Since educational programs and sustainable behavior change have been refined over the decades, it is best to build on successes. Several other Colorado communities, including the City of Boulder and the City & County of Denver, have excellent recycling education programs that the City of Fort Lupton can replicate.

Recycling guidelines vary from community to community, so the city should host an official webpage for curbside recycling that includes clear recycling guidelines and bilingual educational materials, as well as up-to-date information on events and program or policy changes. Education programs can also include hosting trainings or workshops, tabling at events, meeting with community groups, displaying information at community buildings, and more. Table 15 displays the benefits and challenges of education programs.

Table 15: Benefits and challenges of effective education programs

Benefits	Challenges
• May result in a small increase in recycling rates • Reduces recycling contamination, improving program effectiveness • Reaches all populations • Highly visible way to demonstrate Fort Lupton’s sustainability commitment • Addresses common misconceptions around recycling	• Requires funding • Ongoing effort • Best results when combined with other policy initiatives

Section 7: Best Practices for Documenting the Amount of Waste Diverted by Program or Policy Changes

To track data and document changes from new waste diversion programs or policies, a municipality should collect landfill, recycling, and, if applicable, organics tonnage data from haulers. This is most effectively done through a Waste Hauler Licensing

Ordinance (see Recommendation 3 in Section 6 above) that requires haulers to report their data to the municipality regularly. Haulers should be required annually to report tons of material sent to the landfill, material recovery facilities (recycling processing centers), and compost facilities, as well as the location where these materials are sent. Additionally, the city should collect similar data from any drop-off or collection events (i.e., spring cleanup, special collections, leaves or yard waste, electronics, hazardous waste). This combined data will allow the city to monitor changes in the amount of total material generated and the diversion rate (percentage of material recycled and composted) over time and measure the impacts of new programs and policies as well as the need for additional initiatives. Methods of collecting hauler data can include online third-party dedicated data tracking systems (e.g., Boulder County), recording tipping weight at landfills and MRFs (e.g., Pitkin County), and online forms that haulers submit (e.g., Fort Collins).

TASP also recommends that the city conduct a desktop waste characterization to estimate the amount of material currently landfilled in Fort Lupton and the potential for diversion.

If the city wants to go a step further, it could conduct a waste audit to better understand the types of materials being directed to landfills and material recovery facilities. Waste audits measure the amount of material directed to different sites and can help the city determine where it should focus programs such as education and collections. Ideally, audits are conducted at two different times in a year to balance seasonal variations.

Finally, the city can also evaluate changes in community behavior through the collection of data on the number of households that have access to and the number that participate in recycling and compost collection programs and events. Community surveys can be used to collect this data as well as assess residents' awareness of recycling programs and services. Surveys and other community engagement activities (e.g., tabling at events) can also capture anecdotal stories of residents' participation through specific neighborhood or other community recycling activities.

Section 8: Fort Lupton City Council Workshop Results

On November 12, 2024, TASP presented a summary of research conducted for the city that included an assessment of the current waste and recycling system, an assessment of neighboring city systems, policy options benefits, and policy recommendations (Appendix I).

The council expressed interest in pursuing a waste hauler licensing ordinance with a requirement to provide recycling and implementing recycling education. The council

is interested in preparing for the statewide changes coming with Producer Responsibility. There was also interest in a potential impact fee for trash trucks to help offset road maintenance costs. These changes could ensure that all Fort Lupton haulers are providing residents recycling services, and that recycling is actually being recycled, in advance of the Producer Responsibility program.

There was discussion around a single-hauler contract, but the council was concerned about public opposition. The council may be open to a single-hauler contract in the future, but further community outreach and engagement would be needed to make this politically feasible.

Section 9: Key Elements and Recommendations for Policy Changes and RFP

This section contains specific elements and recommendations for policy language for (1) a residential waste and recycling ordinance, (2) a waste hauler licensing program, and (3) a contracted residential waste and recycling RFP.

Residential Waste and Recycling Ordinance

This section provides best practices for how to enact the recommendations in Section 6 by updating the City of Fort Lupton's municipal code.

According to Colorado law, municipalities are authorized to provide residential waste services for collection and transportation of trash and other discarded materials and impose a fee for services.¹⁵ Under state statute, municipalities can pass an ordinance establishing the authority of the municipality to regulate, manage, and oversee a contract for the collection, transportation, and disposal of residential waste and recycling within its jurisdiction to promote public health, safety, and welfare in accordance with the goals of the city. Establishing authority for the city thus allows the city to contract with a residential waste hauler(s) for the collection of waste and recyclables and potentially other material streams. Such ordinances have several key components (see Appendix K for the City of Arvada ordinance as an example):

- (1) **Preamble, or statement of intent.** This part of the ordinance states why the city council is taking action and ends with a declaration of resolution briefly stating what action the ordinance will do. The "Whereas" statements should:
 - (a) clarify how the city is authorized under the Colorado Revised Statute 30-15-401 to provide such services;

¹⁵ C.R.S. § 30-15-401

- (b) state that the city finds the city's provision of residential waste services is of benefit to the community (improves waste diversion, reduces costs for road maintenance, reduces costs for residents with greater services);
- (c) state that the city is committed to environmental and conservation goals, and the new program reflects the desires of the community.

These "Whereas" statements can cite the steps Fort Lupton has taken to gain support for the ordinance. Both the City of Arvada (2019) and City of Fort Collins (2023) ordinances provide good examples of preamble language (Appendix K and Appendix L, respectively).

- (2) **Definitions.** The definitions section clarifies the key words in the ordinance, especially if these terms are not defined elsewhere in the city code. Possible terms that should be included are bulky item (if including), commercial waste, compostable materials, hauler, homeowners' association, recyclable materials, residential property, residential waste, residential waste collection services, solid waste, waste and recycling containers, and yard waste (see Arvada's 2019 ordinance in Appendix K).

- (3) **Ordinance content may include elements such as:**

- a. **Waste and recyclable handling and collection requirements.** This section details how residents should handle their waste and recyclables, explicitly stating that such materials shall not be deposited or disposed of in public spaces and on any private property unless the material is contained within the proper container for collection. This section also states where waste and recycling containers shall be stored and properly placed for collection.
- b. **Waste and recycling responsibility.** This section declares that the responsibility of gathering and disposing of waste and recycling is the responsibility of the property owner, tenant, lessee, or occupant of the property. It also clearly states that recycling containers are only to be used for recycling materials.
- c. **City residential waste and recyclable materials collection services.** Here the ordinance outlines how the city is designating a service provider for residential waste and recycling collections. This section also states who owns the carts (see below, Recommendation for City Ownership of Carts), reinforces waste and recyclable materials shall be placed in the appropriate containers and where they should be placed for collection. This section can also include the additional services the contractor will be providing to city residents, such as bulky item and

yard debris collection. Finally, this section includes the restriction of persons setting out or allowing for collection items not accumulated from regular residential use (i.e., items produced from a business).

- d. **Residential waste and recycling hauling.** This reinforces the state law requiring municipalities to allow residents to contract with other haulers outside of the city contract.
- e. **Waste services and fees.** This allows the city council by resolution to establish fees to be imposed on all city residents regardless of whether the residents utilize the city's residential waste collection services. It also specifies how the fees shall be collected. See below for options on billing. This section details the type of fee and what type of residential property is subject to the fee (i.e., all residential properties for community-wide services like bulky item collections, minimum service or opt-out fee for residents that choose not to participate in the city's waste collection services, and those that participate in the city's waste collection services). As stated in Section 6, TASP recommends volume-based pricing and therefore this section should state that fees will be dependent on cart size chosen by residents.

(4) Exclusions or exemptions:

- a. **Residential properties excluded from services.** This section details any exemptions from the program, including commercial and industrial establishments and multifamily residences with eight or more units (as required by state law). If the city is going to exempt HOAs and metro districts that have an active contract with a waste and recycling hauler, this section would detail that exemption.

- (5) **Other options:** This section may include waste collection services accounting and budgeting. It details how the expenses and revenues from the waste collection program shall be segregated from the general fund.

Recommendation for City Ownership of Carts

The city should consider owning the residential waste and recycling carts and requiring the contractor to manage and maintain the carts. The benefits of cart ownership include that the city can get preferred or bulk pricing and grants for carts. The hauler would be alleviated from this capital expense, which helps reduce costs in the RFP bid. City ownership of carts also allows the city to have full control over carts and their branding during and after the contract period. When the contract is up and the city goes out to bid, the current hauler won't have a competitive advantage over

other bids based on cart ownership, and the city and residents will not be hassled with switching carts if the contract changes to a different hauler. Grant funding for municipally purchased carts may be available through the [Colorado Circular Communities \(C3\)](#) and through [The Recycling Partnership](#).

Options for Billing and Payment Collection

The city can either manage the billing and payment collection or require the hauler to manage it. There are pros and cons to consider for each approach, listed below in Table 16. The city will need to consider its capacity to manage the administrative burden and its desire for control and transparency, while also considering the efficiency and potential cost savings offered by allowing haulers to manage billing.

Table 16: Comparison of the benefits of municipally managed billing versus hauler-managed billing

Municipally Managed Billing	Hauler-Managed Billing
● Centralized Control: By maintaining control over billing processes, the municipality can ensure consistency and adherence to local policies. ● Improved Customer Service: Residents can contact the municipality directly for billing issues, which can lead to more consistent customer service. ● Transparency: Billing handled by the municipality can offer greater transparency and accountability, as it is subject to public oversight and audit. ● Integrated Services: The municipality can bundle waste management fees with other municipal services (e.g., water, sewage), simplifying payments for residents and potentially reducing administrative costs.	● Specialized Expertise: Private haulers often have specialized systems and expertise in managing billing and collections, which can lead to more efficient and accurate processes. ● Cost Savings for the Municipality: Outsourcing billing to the hauler can save the municipality money on administrative costs and resources. ● Simplified Operations: Allowing haulers to manage billing makes a simpler process for residents, who will only deal with one entity for both billing and service issues. ● Incentive for Performance: Haulers managing their own billing may be more motivated to provide high-quality service to ensure prompt payment from customers.

Recommendation for Homeowners' Associations and Metro Districts

If the city decides not to require HOAs and metro districts to be included in the municipally contracted waste services, the ordinance will state that residents in HOAs and metro districts are excluded. This language can state that HOAs and metro districts would be allowed to join the city-contracted waste services voluntarily and new HOAs and metro districts are required to participate in the municipally contracted services (see Arvada's Ordinance in Appendix K). TASP recommends that if HOAs and metro districts are not required to participate in the municipal contract from the start, that they are encouraged or required to join the municipal contract as their contracts expire. Additionally, the municipality should adopt an ordinance requiring that the HOA or metro district contracts provide at least as good of service as that provided in the municipal contract (e.g., bundled volume-based pricing for trash and recycling, and organics collection, if applicable).

Waste Hauler Licensing Program

In addition to adopting the city-contracted waste services ordinance, TASP advises that the City of Fort Lupton adopt complementary code adjustments that require all haulers, both residential and commercial, to be licensed with the city. If the city decides not to adopt a city-contracted program, TASP recommends the city still consider requiring haulers to be licensed, provide recycling and utilize volume-based pricing. Key components of a licensing ordinance include:

1. **License requirement.** This section states that both residential and commercial waste haulers must obtain a license before conducting business in the city. This section may also specify that residential haulers charge residents volume-based rates for solid waste service and charge for waste collected that exceeds the customer's service subscription (see below, Volume-Based Pricing).
2. **Application for license.** This clarifies how waste haulers apply for the license with the city.
3. **License requirements; fees and insurance.** This section establishes the fee or fees for the license and requires the applicant to provide proof of insurance and proof that each vehicle used to provide waste hauling has been registered with the US Department of Transportation.
4. **Term of license.** This states the length of each license and the beginning and expiration of the license.
5. **Plans, recordkeeping, and reports.** This section requires haulers to provide up-to-date records and report them to the city. Some data points may include:

- a. The manner in which trash collection, recycling services, and food scraps and yard trimmings collection (if applicable) have been delivered, including all rate schedules used to charge for these services;
 - b. The number of residential, multifamily, and commercial customers;
 - c. The number of customers that subscribe to each level of service and number of containers provided to residential customers, by size;
 - d. The number of tons of solid waste collected from residential, multifamily, and commercial customers and where the material was delivered;
 - e. The number of tons of recyclables collected from residential, multifamily, and commercial customers and where the material was delivered; and
 - f. The number of tons of food scraps and/or yard trimmings collected from each customer category and where the material was delivered (if applicable).
6. **Disposal of solid waste.** This section requires haulers to dispose of solid waste at disposal sites approved by the state.
 7. **Hours of operation.** The city can limit the hours of operation of waste hauling (e.g., between the hours of 7:00 a.m. and 7:00 p.m.).
 8. **Suspension or revocation of license.** This gives the City Manager the authority to suspend or revoke licenses. This would be a good place to cite violations of other city codes that may cause a suspension or revocation (such as illicit discharges).
 9. **Violations.** This section states that it is unlawful to fail or refuse to make or file any record, report, application, or other document required or to make any false or fraudulent record or report as well as operate without a license.

For examples, see the City of Lafayette's Hauler Licensing Ordinance (Appendix N) and Denver's Hauler Licensing Ordinance (Appendix O).

In addition to the above key elements of the waste hauler licensing ordinance, TASP recommends the following:

Requirement that all residential haulers provide recycling as part of any waste collection services.

This concept is commonly referred to as universal recycling, wherein residents in single-family households are automatically provided with curbside recycling service as part of their trash collection. Residents do not have to separately request recycling collection or pay extra for the additional service. TASP recommends this inclusion in the waste hauler licensing ordinance to accompany the city-contracted waste services

to ensure that all residents have uniform and equitable access to recycling and to help maximize the diversion of recyclable materials from the waste stream. Again, if the city does not adopt a city-contracted program, TASP recommends implementing the waste hauler licensing ordinance with this requirement that recycling is included in any residential waste service. This will make the transition to the state's Producer Responsibility program in 2026 easier and more efficient, as the Producer Responsibility Organization will then be able to reimburse the haulers directly for the recycling and won't have to determine how to cover the residents not receiving recycling if haulers opt out. The City of Fort Collins ordinance provides a good example of this language (Appendix P).

Some municipalities also extend universal recycling to multifamily properties, HOAs, and/or metro districts. If the City of Fort Lupton is not going to require HOAs and metro districts to participate in the city-contracted services, TASP recommends requiring haulers servicing HOAs and metro districts to provide the same services as the city contract. The City of Fort Collins also has a good example of ordinance language specific to HOAs and metro districts (see Appendix P).

Additionally, the recycling requirement should be flexible enough that haulers providing only trash service can subcontract with another hauler to provide recycling and still meet the requirement. This will enable smaller haulers to continue to do business if they don't have the capacity to provide recycling services.

Requirement that all residential haulers provide volume-based pricing as part of any waste collection services.

TASP recommends that residential waste haulers operating in Fort Lupton adhere to volume-based pricing, the same requirement for the contracted hauler. As with the above recycling requirement, this provides uniformity and equitable services across the city, and will help maximize diversion. Both the City of Fort Collins and the City of Lafayette have ordinance language requiring volume-based pricing (Appendix P and Appendix Q, respectively). Like the recycling requirement above, this can be implemented without a city-contracted program and would provide greater choice to residents in their waste services as well as an economic incentive to recycle.

Contracted Residential Waste and Recycling RFP

This section outlines key elements that City of Fort Lupton staff can include in a request for proposal (RFP) for contracted residential waste and recycling services.

Define Types of Services

Minimum Service Requirements

The RFP should stipulate under the scope of work the desired frequency of collection for each service type (trash and recycling). All material should be collected from wheeled carts with lids to provide efficiency in collection and to reduce littering. To ensure all viable recycling materials are collected, the RFP should include a minimum list of recyclable materials to collect. Below is Fort Collins' minimum list of recyclable materials from their 2022 RFP.

- Recyclable cardboard
- Office paper (white and colored)
- Magazines
- Paperboard
- Kraft paper
- Plastic bottles, tubs, jugs, and jars (#1, 2, and 5)
- Aluminum cans, foil, and pie plates
- Steel/tin cans and empty aerosol cans
- Glass bottles and jars
- Aseptic containers

The City of Fort Lupton should require in the RFP that the contracted hauler provide recycling educational services for residents. These services may include once-per-year or once-per-quarter mailers focused on program guidelines, contamination reduction, or general participation in recycling and diversion activities, online recycling directories, and phone apps.

The RFP should include a requirement for the contractor to provide at no additional cost to the customer carry-out solid waste and recycling service for customers who are physically unable to move their solid waste or recycling carts to the collection area (end of the driveway or street curb). The city can stipulate which customers are to receive this service by providing the contractor with a list that can be periodically updated.

Finally, as part of the services, the contractor should be required to identify recyclable material carts (and compost carts if applicable) that have greater than 10% contamination by volume. The contractor shall photograph the cart, affix a marked service tag to the cart indicating the contamination, and not service the cart until the contamination is removed. If the customer has not removed the contamination by the next service day, the contractor shall affix a service tag to the cart, service the cart as solid waste, and charge the customer the equivalent overflow solid waste fee (see

rates and fees below). The City of Fort Collins included this provision in its 2022 RFP (see Appendix R).

Service Options

If the city is interested in collecting compostable materials, the RFP should allow respondents to propose scenarios including seasonal yard trimmings collection, curbside compostable materials collection bundled with trash and recycling services, and opt-in compostable materials collection at an additional charge and allowing for this service to be delivered through a separate contractor, if needed.

Additionally, the RFP can request for additional services, such as bulky/large items and/or electronic waste collection events. The City of Arvada has a bulky item collection (at a drop-off location) twice a year and allows participants of the program to pay \$15 an item to be collected at their home (please see City of Arvada's RFP in Appendix S).

Rates and Fees

The RFP should require contractors to provide three different cart sizes (small, medium, and large) and charge a different increasing price with each increase in cart size for solid waste collection (volume-based pricing). TASP recommends at least an 80% increase in prices for the largest size. This price differential has been shown to provide the economic incentive to change behavior and increase diversion (customers sorting materials for recycling and composting).¹⁶ Additionally, the RFP should require contractors to bundle the cost of recyclable materials collection into the solid waste collection price. The customer should not be charged extra or be required to opt into recycling.

The RFP should also specify that the opt-out fee for households that choose not to participate in the municipally contracted program be equal to the smallest cart size fee. A fee less than the smallest cart size can result in a higher percentage of households opting out of the program, as seen in Arvada, which has an opt-out fee of half the smallest cart. Opt-out fees help the program cover costs and provide baseline services to all residents. For example, residents and HOAs opting out of solid waste and recycling collection would still be eligible for community-wide services included in the contract, which may include services such as seasonal yard trimmings events and bulky item collection.

¹⁶ Skumatz Economic Research Associates, "Pay As You Throw (PAYT) in the US: 2006 Update and Analyses." 2006. <https://archive.epa.gov/region4/rcra/mgtoolkit/web/pdf/40743.pdf>.

In order to prohibit customers from putting out more waste than they are paying for based on their cart size, the RFP should require the contractor to provide a price per overflow unit and a description of how the program will be administered. The contractor should be required to automatically increase the solid waste cart size if the customer has overflow trash regularly.

The city should charge an administration fee per customer that is transferred to the city to cover personnel and overhead costs for administering the contract.

To limit price increases, the RFP should specify no price increases for the first two years of the contract and then stipulate that any price adjustments shall not exceed the amount being passed on and shall also not exceed a certain percentage annually (Arvada stipulated 3.5%, for example), and not to exceed a cumulative maximum percentage (such as 8%, per Arvada's contract) over the term of the contract (see Arvada's 2019 RFP in Appendix S).

Service Area

The RFP should state the contract is for servicing single-family and small multifamily (7 or fewer units) homes with curbside solid waste and recycling services. If the city is not requiring HOAs and metro districts that already have contracted services for both trash and recycling to be part of the contract, the RFP will need to clarify these homes are outside of the service area. However, HOAs and metro districts that do not yet provide both trash and recycling should be required to participate in the city contract as well as all new HOAs created after the contract inception. The city will need to estimate how many households are anticipated to participate in the city contract from the onset and in subsequent years. Alternatively, the city could stipulate that it has not determined if HOAs and metro districts will be included or excluded and ask for pricing based on both scenarios. If the city decides not to require HOAs and metro districts to participate, the city should allow HOAs and metro districts to opt in.

Districting and Subcontracting

If the city wishes to create options for contractors, including smaller haulers, the RFP can be written to allow a single hauler to be contracted for the entire city, multiple haulers for districts, or subcontracting. For example, the RFP can state that the city may be divided into a certain number of districts and encourage contractors to submit proposals with options for one or more districts or combination of districts. The City of Arvada's 2019 RFP provided this option to haulers (see Appendix S).

The RFP may encourage haulers to deliver service through a separate subcontractor(s), providing that any subcontracted service provider is disclosed during the contracting process and receives the consent of the city. The contractor shall be solely responsible for the performance of all duties under the contract. The city may consider awarding additional scoring points for the inclusion of smaller or local haulers as a component of its scoring rubric. Subcontracting allows primary haulers to leverage specialized expertise and resources from smaller, niche providers, enhancing overall service quality and efficiency. By integrating subcontractors that focus on specific waste types or recycling processes, the primary hauler can offer a broader range of services and innovative solutions without incurring significant overhead costs. This approach also promotes economic growth by supporting local businesses and creating more job opportunities within the community. Subcontracting also encourages a competitive market, which can lead to cost savings and better service outcomes for municipalities.

Finally, the city may want to consider offering bonus points in the scoring criteria for other preferences, such as the use of electric vehicles or a more fuel-efficient or lower emission fleet.

Requiring Recyclable and Compostable Materials Be Directed to Permitted Facilities

The RFP should require the contractor to identify all facilities where landfill, recycling, and composting materials will be delivered. All recyclable materials should be delivered to a permitted materials recovery facility (MRF) for recycling and all food scraps and yard trimmings should be delivered to a permitted compost facility.

If the City of Fort Lupton wants to ensure recyclable materials go to a specific facility, the city can stipulate in the RFP that materials must go to a specific facility and, in turn, must handle a separate processing contract with that MRF. Under such an agreement, the municipality must cover the associated tip fee and/or revenue share on the recycled materials. Some communities have reported cost savings by having this separate contract. If the city chooses to go this route, then the Residential Waste and Recycling RFP will need to state clearly that the recyclable material must be delivered to the designated MRF. The City of Lafayette has a separate contract for processing recyclable materials with the Boulder County Recycling Center and directs the delivery of recyclable materials to this facility in the RFP (see Appendix T).

Management and Ownership of Carts

The desired cart ownership model should be specified in the RFP, or bidders should be asked to offer options. If the City of Fort Lupton chooses to own its own carts (as

recommended in Section 9), the RFP will also need to detail how the carts will be managed and maintained throughout the contract. The City of Fort Collins 2022 RFP (see Appendix R) requires the contractor to purchase, assemble, and deliver the carts as part of the contract and then requires the cart ownership to transfer to the city at the end of the agreement. The RFP also states that the customer's bill shall not include a separate itemized line-item for carts. The City of Arvada 2019 RFP (see Appendix S) requested the contractor to provide options for the city to lease or purchase the carts. TASP recommends that like the Arvada RFP, the city should require the contractor to be responsible for contacting the residents to determine their choice of cart sizes and allow residents to exchange cart sizes for a limited time at no additional fee. The RFP should state that the city maintains the exclusive right to use city logos or messaging on the carts. Finally, the RFP should state that cart care, replacement, and management is the sole responsibility of the contractor.

If the city decides to have the contractor own the carts, this shall be stated clearly in the RFP (see Town of Frederick RFP in Appendix U).

Billing and Payment Collection

The City of Fort Lupton should specify if it intends to manage billing and payment collection for waste and recycling management services or assign that responsibility to the contracted hauler in the RFP.

The city may consider including both options in the RFP and ask the contractor to provide a proposal for both, as the Town of Erie did in its 2022 RFP (see Appendix V).

Customer Service

Responsive and dedicated customer service is an important component of a municipal hauler contract. Some expectations the city may want to outline in the RFP include that the contracted hauler be responsible for:

- Appointing designated customer service agents familiar with the city program;
- Addressing all issues directly;
- Answering customer contacts primarily with live personnel;
- Maintaining an average hold time of two minutes or less for customer service over the phone;
- Responding to customer queries within one business day;
- Resolving any missed collection issues within 1 business day (excluding delays associated with service suspensions or instances where a customer had late set-out, blocked cart, or excessive contamination, all of which shall be resolved or referred to the city within 1 calendar week);

- Resolving any other customer or city complaints within 2 business days.

Penalties

The RFP should include penalties that will be assessed on the contractor for any deviations from the contract or violations of city code. Below is a list of penalties from the City of Fort Collins 2022 RFP. Details of the liquidated damages and service standard requirements are provided in Appendix R. The city can include a penalty for leakage from contractor vehicles or vehicle contents including trash, hydraulic leaks, oil, gas, and similar leakages.

Penalties to consider including in the RFP (from Fort Collins 2022 RFP)

- Failure to meet schedules
- Failure to deliver solid waste to permitted landfill, recyclable material to permitted recycling center, yard trimmings and food waste to compost facilities (if applicable)
- Failure to maintain required insurance coverage
- Failure to maintain irrevocable letter of credit
- Misrepresentation in reporting
- Contractor utilizing a driver that does not have a valid Class B CDL
- Delayed remittance of city administration fees or penalties
- Failure to participate in mutually scheduled meetings
- Failure to allow city audits
- Failure to provide date, description, and resolution/corrective action taken for vehicle accidents, infractions, or overweight vehicles
- Failure to appropriately bill customers (if applicable)
- Failure to provide the number of dedicated service representatives specified in the contract during business hours
- Collections occurring outside of designated hours and days specified in the contract
- Failure to collect missed collections within 1 business day
- Failure to deliver carts after service startup or to replace damaged/lost carts within 2 business days
- Failure to respond to customer queries within 1 business day
- Failure to resolve billing inquiries and disputes within two business days
- Failure to maintain an average hold time of two minutes or less for customer service over the phone
- Failure to maintain an average abandonment rate of less than one percent of customer calls for customer service over the phone
- Failure to resolve customer or city complaints within 2 business days

- Failure to clean up any vehicle leaks or collect materials spilled during the execution of collection services within 24 hours
- Collection of overflow, prohibited materials, contaminated recyclable materials without tagging and charging appropriate fee to customer
- Failure to maintain carts in good working condition, including needed repairs
- Late or incomplete submissions of reports
- Failure to cover vehicles that contain solid waste, recyclable materials, or yard or food waste (if applicable) or to maintain vehicles that are clean, sanitary, and in good working order
- Failure to provide additional services included in the contract (e.g., bulky item collection)
- Failure to maintain required color coding indicating different types of carts (e.g., solid waste, recyclable materials, yard debris) or correct labeling and guidelines on carts
- Failure to provide required communication and education materials with customers as described in the contract (such as collection calendars, guidelines, tips)

Reporting Requirements

The following data request should be included in the RFP along with a sample report:
The contractor shall provide monthly or quarterly report including:

- Number of customers per level of trash and recycling service
- Number of customers subscribed to compost collection service (if applicable)
- Tonnage of trash material collected from weekly collection and destination
- Tonnage of recyclable materials collected and destination
- Tonnage of compostable material collected from weekly collection and destination
- Tonnage of material collected from each bulky item pickup event and destination
- Number of customers subscribed to door-to-curb services
- Cart inventory, including number of containers by size that are in service, in storage, and broken
- Log of customer complaints and resolutions
- Log of the dates of missed collections and responses
- Log of vehicle accidents and traffic violations within the city involving the contractor's vehicles
- Truck scale tickets from designated landfill or MRF

Producer Responsibility Contract Adjustments

Under the state's future Producer Responsibility system, recycling service providers may have their costs reimbursed, or otherwise paid for by the Producer Responsibility Organization (PRO). To account for this upcoming change, TASP recommends the City of Fort Lupton ask bidders to describe how Producer Responsibility may impact their services and rates in their response. Additionally, the city should consider including language in a contract that would address the potential for the future service provider to be reimbursed by the PRO. The city should request that haulers clearly state the separate costs for providing recycling services to each household in the community in their proposal to the city. This will make it easier for the PRO to reimburse the costs of recycling once the Producer Responsibility program begins. The PRO is currently developing a Program Plan which was submitted to the state in February 2025, with the program slated to begin in 2026. See Appendix W for recommendations for cities to prepare for Producer Responsibility.



APPENDICES

Appendix A: Recommendations for Website Updates

Recommendations for a Fort Lupton webpage

Trash and Recycling Services—for Less

The City of Fort Lupton is exploring a new, city-coordinated approach to trash and recycling collection with the goal of providing lower prices and better services for our residents, and to minimize road damage and traffic on our streets.

In our current system, each household has an individual contract with a hauler. This system results in higher consumer prices, lower negotiating power and customer service, and increased truck traffic—meaning road damage—on your street.

In a city-coordinated approach to trash and recycling collection, the community contracts with one hauler—or multiple haulers that are each assigned to a specific geographical area—to provide trash and recycling services to single-family residential homes. HOAs and Metro Districts would be strongly encouraged to opt in. Over 50% of U.S. cities provide recycling to their residents automatically with their trash service. These cities collect 100 pounds more recycling per household per year.

Why is a city-coordinated approach being considered for Fort Lupton?

Our community's combined purchasing power will result in lower prices, better customer service, less traffic and road damage, and increased negotiating power to obtain additional desirable services, such as curbside collection of yard trimmings and bulk items for recycling (furniture, mattresses, large appliances, etc.). In summary, a city-coordinated trash and recycling program will have the following benefits:

- Easier access to trash and recycling services
- Lower prices paid by residents
- Restrictions on price hikes by hauler(s)
- Strong customer service and increased accountability
- Fewer trash trucks and less taxpayer dollars spent on road repairs
- Potential for added services like collection of bulk items, seasonal yard waste, and compost
- Improved safety and appearance of city streets, enhancing property values



Key Components of a City-Coordinated Approach

Many communities across the state of Colorado and the nation have adopted a city-coordinated approach for its many benefits.

Here's how the new system works:

- **Service:** Households are automatically provided with trash and recycling containers. Residents have the choice of what size container (small, medium, or large) best accommodates their needs. **The smaller the trash cart size, the lower the monthly rate.** Recycling carts and collection are provided to each home at no additional cost, though no one is required to recycle.
- **Service Frequency:** Trash is collected weekly. Recycling is collected every other week.
- **Exploring Additional Options:** Using the community's combined negotiating power, the City may explore options for additional residential services, such as curbside pickup of bulk items (furniture, mattresses, large appliances), seasonal collection of yard trimmings (such as tree limbs and grass clippings).
- **Residents' Choice:** Residents maintain choice and can opt out of the city program and choose to keep their existing trash hauler as long as their chosen hauler offers recycling collection. A small monthly fee may apply.
- **HOAs and Metro Districts:** Group accounts that already have a contract with a hauler to provide trash and recycling may remain with their existing hauler or choose to opt in to the city program (fees may apply).
- **Commercial Properties and Multifamily Residences:** These entities are exempt.
- **Billing Process:** The City would explore how residents will be billed (e.g., direct billing on the city's utility bill, or billing through the contracted hauler).

Community Engagement and Feedback

- **Public Meetings:** The City of Fort Lupton has been collaborating with the [State of Colorado Circular Communities](#) (C3) Technical Assistance Service Provider (TASP) program to consult on best approaches and to engage with community members. A focus group for both English and Spanish speakers was conducted on August 28, 2024 as well as a Resident Engagement Session on October 9th, 2024. TASP will present to Fort Lupton's City Council on November 12, 2024.
- **Contact Information:** *Provide a dedicated email or phone number for residents to ask questions or express concerns.*



Next Steps

If the City pursues a city-coordinated trash and recycling program, the City would open a request for proposals (RFP) to solicit the best pricing and service offering for Fort Lupton residents. An RFP is a contract bid request that is open to all haulers, providing a fair, competitive, and transparent process that prioritizes curbside trash and recycling services at the best rate. At this time, the City is collecting residential feedback and exploring ways to make these services more accessible and affordable for its residents.

FAQs

Include previously published FAQ:

<https://drive.google.com/drive/folders/1eqCeRX8fqSPDw7SYZhLkytN62EugAq4J>

Factsheet

Include previously published Factsheet:

<https://drive.google.com/drive/folders/1eqCeRX8fqSPDw7SYZhLkytN62EugAq4J>

Appendix B: Factsheet



A City-Coordinated TRASH AND RECYCLING PROGRAM For Fort Lupton

The City of Fort Lupton is exploring a city-coordinated approach to trash and recycling collection that pools residents' common interests in lower prices, better service, and less road damage.

- Currently, each household that is not in a Home Owners Association (HOA) or Metro District receives service from a hauler in the open market. This system results in higher consumer prices, lower negotiating power and customer service, and increased truck traffic—meaning road damage—on your street.
- In a city-coordinated approach to trash and recycling collection, the community contracts with one hauler—or multiple haulers that are each assigned to a specific geographical area—to provide trash and recycling services to single-family residential homes. HOAs and Metro Districts would be eligible to opt-in.
- Our combined purchasing power will result in lower prices, better customer service, less traffic and road damage, and increased negotiating power to obtain other desirable services, such as collection of yard trimmings and bulk items for recycling (furniture, mattresses, large appliances, etc.).

How does this benefit me?

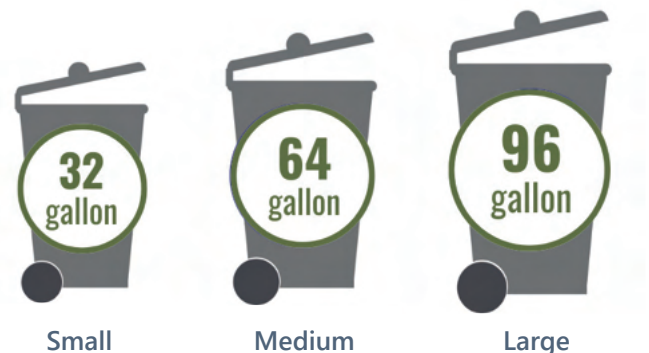
- Lower prices
- Restrictions on price hikes by hauler(s)
- Strong customer service and increased accountability
- Fewer trash trucks and less taxpayer dollars spent on road repairs
- Potential for added services like collection of bulk items, seasonal yard waste, and compost
- Improved appearance of city streets, enhancing property values

How a City-Coordinated Residential Trash and Recycling Program Works

Your household will be provided with trash containers. You would choose your container size (small, medium, or large) that best accommodates your needs. The smaller the trash cart size you choose, the cheaper your monthly rate will be. Recycling collection is provided to your home at no additional cost, though you are not required to recycle.

This model offers more choice for residents to select a service level that fits their needs, and is similar to other utilities where residents pay for the amount of service they use, such as water and sewer.

Residents maintain choice and can choose to keep their existing trash hauler as long as their chosen hauler offers recycling collection. A small monthly fee may apply.



Visit www.fortluptonco.gov/1230/City-Coordinated-Trash-and-Recycling-Pro for more information, including upcoming meetings and engagement activities.

Appendix C: Frequently Asked Questions



A City-Coordinated TRASH AND RECYCLING PROGRAM For Fort Lupton

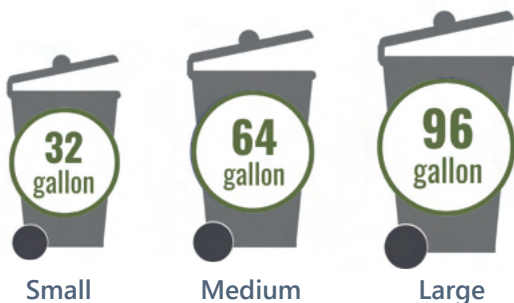
Frequently Asked Questions

How will a city-coordinated residential waste and recycling program lower costs?

The City of Fort Lupton will have greater negotiating power than its individual residents and thereby can leverage economies of scale and group purchasing power to reduce overall costs. A city-coordinated trash and recycling program also makes economic sense for a hauler. By picking up from all homes on a street (instead of just a few) the hauler saves money on miles driven, driver's time, gas consumption, and is able to offer better rates for services.

Why are there three choices for trash cart size?

A city-coordinated trash and recycling program would allow residents to choose a small, medium, or large trash container for their home. Monthly hauling charges would be based on the size of the trash container—a small trash cart would cost the least, and a large trash cart would cost the most. Recycling would be provided at no additional cost.



Will a city-coordinated trash and recycling program prevent sudden price hikes?

Yes. The City can hold the contracted hauler to a set price for a certain time period and prevent price hikes and price gouging. Because the trash hauler would be under contract with the City, any

price increase could only occur with approval from the City.

Besides trash and recycling collection, which other services could residents receive?

The City can explore options for additional services, such as curbside pickup of bulk items (furniture, mattresses, large appliances), seasonal collection of yard trimmings (such as tree limbs and grass clippings).

Does a city-coordinated trash and recycling program take away my individual right to choose the hauler of my choice?

No. Residents would not lose their right to choose their own hauler. Residents retain the right to opt out of a city-coordinated trash and recycling program. Residents can still keep their existing trash hauler on the condition that the hauler also collects recycling. To opt out, a resident may be required to pay a small monthly fee. A portion of this fee goes to the contracted hauler to help cover supplementary services such as bulk item pickup or seasonal yard debris collection. The resident can opt out of the city-coordinated trash and recycling program and still access these supplementary services.

What about residents who live in Home Owner Associations (HOAs) and Metro Districts?

In most city-coordinated trash and recycling programs, HOAs and Metro Districts that already have a contract with a hauler to provide trash and recycling can remain with their existing hauler or choose to opt-in to the city program (fees may apply).

What happens if someone doesn't want to recycle?

Recycling is optional, by not placing a recycle cart out. However, an opt-out fee may still apply.

Will we have to switch from alley collection to curbside street collection?

Consideration will be given to alley collections contingent upon ensuring sufficient truck clearance and the safety of the drivers.

Are recyclables really getting recycled?

The City can ensure that all recyclable materials are actually being recycled by requiring the hauler to provide documentation tracking the delivery of recyclable materials to a recycling facility.

How will I know the customer service will be good?

Currently, the City has no power to address residents' complaints of poor service, price hikes, or missed collections by haulers. Under the proposed city-coordinated program, the City would have power to hold the contracted hauler(s) accountable. For example, a City-managed contract could require a local dedicated customer service team, and impose fines for missed pickups, failure to respond to customer complaints, and other offenses.

How do we benefit from reduced truck traffic?

Trash trucks are one of the heaviest vehicles on City roads—the impact of just one trash truck is equivalent to 1,000 to 1,400 vehicles each day in terms of road damage, and their impact on roads is nine times greater than that of delivery trucks.¹ Reducing multiple trash trucks servicing the same street creates a significant savings opportunity. The City of Fort Collins found that 20% of road

damage was caused by trash trucks² and that changing to a city-wide trash and recycling system would save taxpayers \$600,000 per year in street maintenance.³



Is this fiscally smart?

Yes. A city-coordinated program for trash and recycling collection reduces the amount of money the City needs to spend on road repairs and on the cleanup of illegal dumping. It also provides more customizable services for residents at a more affordable rate.

Have other communities adopted a similar program?

Yes. So far, 26 Colorado municipalities have switched to city-wide residential waste and recycling collection, and today they have some of the lowest trash and recycling fees.

What happens next . . . has the city already chosen a hauler?

No, the City has not chosen a hauler. If the City pursues a city-coordinated trash and recycling program, the City would open a request for proposals (RFP). An RFP is a contract bid request that is open to all haulers, providing a fair, competitive, and transparent process that prioritizes curbside trash and recycling services at the best rate. At this time, the City is collecting residential feedback and exploring ways to make these services more accessible and affordable for its residents.

¹ Fort Collins Refuse Street Vehicle Street Maintenance Impact Study (2022).

² R3 Consulting Group Inc. "Trash Service Study Report for the City of Fort Collins. (2008).

³ Fort Collins Refuse Street Vehicle Street Maintenance Impact Study (2022).



Appendix D: Community Presentation



FRWD

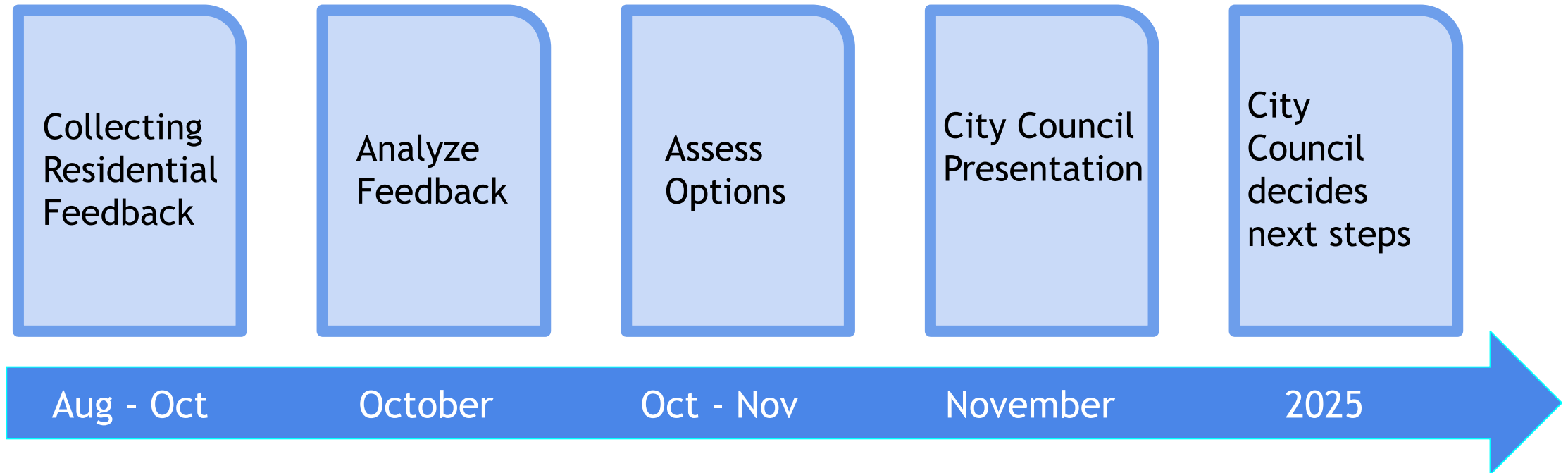
Front Range
Waste Diversion

FORT LUPTON COMMUNITY PRESENTATION

Presented by:
TASP Technical Consultants
October 9, 2024

HOW YOUR FEEDBACK WILL BE INCORPORATED

At this time, the City is collecting residential feedback and exploring ways to make trash and recycling more accessible and affordable for residents.



WHAT IF FORT LUPTON HAD...

A CITY-COORDINATED APPROACH TO RESIDENTIAL WASTE AND RECYCLING

- A city coordinated approach to waste and recycling would change the current residential waste collection system from many haulers to one contracted hauler chosen through a competitive bid.
- The hauler would provide waste and recycling services to all single family residential homes in Fort Lupton.
- *Possibility* to include compost, yard trimmings and/or bulk item collection.

BENEFITS TO RESIDENTS WITH A CITY-COORDINATED PROGRAM



Saves money:
group rate pricing and
choice of service



More opportunities to
recycle



Reduce trash truck
traffic and road damage



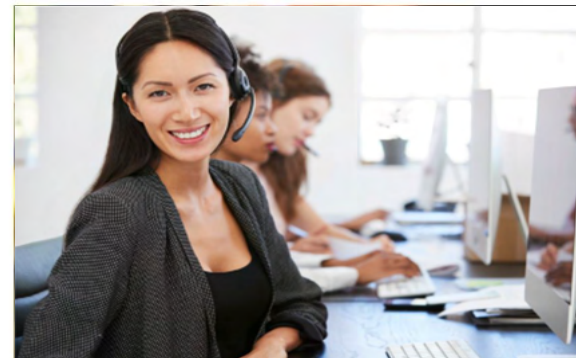
Illegal dumping



Curbside opportunities
for bulk item and
compost



Prevent sudden price
hikes



Customer service
accountability



Recycling
Traceability

LOWER COSTS AND UNIFORM PRICING

Municipally managed waste/recycling contracts create uniformity and equity in services and pricing while protecting against price hikes.

- Saves residents time from having to ‘shop around’.
- Ensures one household is not paying more than another.

Assurance that the city bidding process is fair, competitive and transparent.



RESIDENTS CAN 'OPT OUT'

Residents can elect not to use the city contracted services by “opting-out” of the program.

- Those who choose to “opt-out” may be charged a monthly opt-out fee.
- The opt-out fee ensures that the hauler can cover its capital costs (i.e. trucks and drivers) to provide services to the entire city.
- Residents who choose to opt-out of city program could still benefit from any supplementary services, such as compost, bulk item pick-ups, and bi-annual yard waste collections.



HOA & METRO DISTRICTS

- The city encourages HOAs and Metro Districts to become part of the city program as soon as possible.
- The city may require HOAs and Metro Districts to join after their current contracts have ended OR allow HOAs and Metro Districts to join voluntarily.
- Current contract must include waste and recycling collection.



PRICING: PAY-AS-YOU-THROW

- Volume-based pricing adjusts rates based on the trash cart size: the larger the trash cart, the more it costs.
- Recycling is included or bundled in at no additional cost.
- Trash then becomes priced similarly to other utilities, the more someone uses the utility (more water, electricity), the more that someone will pay.



Image credit: High Country Conservation Center



FRWD

Front Range
Waste Diversion

THANK YOU & QUESTIONS

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TASP Technical Consultants
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Appendix E: Focus Group Summary



To: City Of Fort Lupton
From: TASP Team
Date: August 28, 2024
Re: Focus Group Summary

The TASP team conducted two focus group sessions in Fort Lupton on August 28, 2024. One was held for native English speakers and had ten participants. A second focus group was conducted for native Spanish speakers and had three participants. The topic of both sessions was to learn about resident's current trash, recycling, and compost services to explore options for further increasing waste diversion in Fort Lupton.

Summary

The focus group discussions revealed a significant divide in waste management practices among participants, with over 50% discarding all waste, including recyclables, due to a lack of accessible recycling services and information. Some participants take alternative measures, such as paying extra for recycling collection, sharing recycling services with neighbors, doing backyard composting, hiring a separate food scraps collection service, using their sink's garbage disposal for food scraps, and taking hard to recycle items to regional drop-off centers. The group expressed general dissatisfaction with the limited recycling access in Fort Lupton.

The group identified convenience, accessibility, and cost as the primary motivations for engaging in recycling. They emphasized the need for affordable, easily accessible recycling services and were surprised (and encouraged) to learn about the cost savings other communities enjoy with a contracted single hauler for trash and recycling. Concerns were also expressed about ensuring good customer service and reducing trash truck traffic. Participants also suggested increasing public education on recycling options and expanding Clean Up events to provide more opportunities for waste diversion. Overall, there was a shared desire among participants for greater access to recycling and waste reduction services, and they appreciated that the city is open to discussing these issues.

Insights gained from English-speaking focus group

Can you describe what your household does with trash, recycling, yard debris, and food scraps? What factors influence these choices?

Among the 10 participants in the English-speaking focus group, 5 (50%) reported discarding all their waste, including recyclables, in the trash, primarily because recycling collection is not

available where they live. However, one HOA resident mentioned that although his HOA does offer recycling services, he and his wife choose not to recycle, as they believe their recyclables are minimal and prefer to discard everything as trash.

The remaining 5 participants (50%) engage in some form of waste reduction. For example, one senior citizen, who lives alone and produces minimal waste, shares trash and recycling services with her single neighbor. Another resident disposes of all waste in the trash except for yard trimmings, which he takes to a family member's farm. A married couple, who have both trash and recycling services, also practice backyard composting. Additionally, one participant, who receives only trash services through her HOA, has opted to hire a compost company for \$11 per month to collect her food scraps.

How satisfied are you with your current waste collection services? Do you get trash, recycling, and composting? Are there specific aspects you find particularly effective or lacking with the City's overall waste collection system?

All ten participants receive curbside trash collection, but only four have access to curbside recycling. With regards to compostable items; two participants (a husband and wife) are backyard composters, one individual hired a food scrap collection service, and one participant delivers yard trimmings to a family farm for compost or reuse. Additionally, two participants use drop-off centers; one at [Dacono's Household Hazardous Waste drop-off site](#) and the other at [Westminster's Sustainability Center](#). One resident expressed appreciation for [Fort Lupton's Spring and Fall Clean Up events](#) and mentioned these events are convenient opportunities to dispose of larger household items, yard debris, and sometimes electronics. Another comment was made about Fort Lupton previously having a recycling drop-off site that was forced to shut down because residents dropped off trash instead of recyclables.

Several participants expressed concerns about the City of Fort Lupton's lack of a formal waste collection program. There was a general consensus that the city has very limited access to recycling and other waste diversion services, such as food scrap and yard trimming collection, as well as hard-to-recycle drop-off sites. Among the four participants living in HOAs, only two have access to recycling services. Residents, whether in HOAs or not, did not show loyalty to any specific hauler, instead choosing based on price. One participant noted that frequent acquisitions among waste haulers reduces competition, leaving fewer, larger companies in the market thus minimizing a public concern about loss of choice.

Overall, there was a shared desire among participants for greater access to recycling and waste reduction services, and they appreciated that the city is open to discussing these issues.

Envisioning the future, what would an ideal trash, recycling and composting system look like for Fort Lupton? What features or components would be essential for this system to be successful?

Participants had several suggestions with a general consensus that every home should have convenient access to trash disposal, recycling, and compost. Residents acknowledged that Fort Lupton is growing quickly and needs a more uniform solution. Three prominent ideas were discussed. The first was passing a city ordinance to allow for the city to contract with a single hauler for waste management services. This concept was discussed previously by City Council however was tabled. The complexity of including or not including HOAs seemed to have been a large consideration. The second concept was building upon the City's Clean Up Days events and having the city host them more regularly and provide access for recycling in addition to large bulk items, yard trimmings, and electronics. The third concept was based on an existing program in Lamar which has public recycling drop-off bins. Lamar provides residents with recycling collection sacks which residents responsibly take to the drop-off without incident of abuse.

The English-speaking focus group shared their observations and experiences regarding recycling practices in other countries they have lived in or visited. One participant observed that Australia is more advanced in waste reduction and practices refurbishing instead of immediately throwing away and collecting food scraps in countertop compost buckets. Another participant shared her experience from living in Spain, where there was a separate container for glass recycling. A participant who grew up in Germany, pointed out that recycling has been mandatory there for over 40 years. Another participant mentioned that her grandparents in France benefit from a more comprehensive recycling system, with 4-5 bins for different materials, available at communal, free drop-off locations.

What motivates you to engage in sustainable behaviors like recycling, composting, or reducing waste? Are these motivations driven by factors such as environmental concerns, cost savings, or considerations for future generations?

The three prominent motivations to engage in sustainable behaviors such as recycling included convenience, accessibility, and cost.

Participants were asked to read through several considerations for a city coordinated trash and recycling program, and select the item of most importance to them.

When asked about components of a recycling program that would be most important for Fort Lupton and its residents, 50% of participants stated the most important factor is increasing access to recycling (5 top responses). Participants elaborated on this point stating that if people have easy access they will recycle. This top point was immediately followed by cost considerations. An additional recycling service would need to be reasonably priced and if possible, made "free" by embedding the cost of recycling into the overall cost of waste collection. An additional consideration was reducing trash truck traffic to have safer streets with less road damage, noise, and emissions.

Participants were presented with a pricing chart of what the regional communities of Johnstown, Hudson, Lochbuie pay for their trash and recycling services and compare these rates to their own.

Municipality	Curbside Collection			Cost per month
	Trash Weekly	Recycle Bi-weekly	Bulk Item	
Johnstown	X	X	Quarterly \$15/item	\$12.50 - \$14.50
Hudson	X	X		\$22.03
Lochbuie	X	X	At request \$25/per item \$35 mattress/box spring	\$15.39

The participants who have both trash and recycling collection pay between \$26 - \$30 monthly for their waste collection services. Participants who have only trash collection generally pay between \$21 - \$25 monthly with one outlier paying \$40 per month for just trash collection. These participants would overall be paying less if they lived in neighboring communities (Johnstown, Hudson, Lochbuie) for waste collection services and would have the benefit of both trash and recycling collection.

When thinking about a city coordinated trash and recycling program (i.e. contract with a hauler or haulers), what concerns or reservations do you have? Conversely, what opportunities or benefits do you see in implementing such a system in Fort Lupton?

Common concerns we heard from focus group participants included assurance a contracted hauler would provide good customer service and be easy to contact and communicate with. There was a concern about not wanting any particular hauling company to lose business, however, this point was negated by one participant who said that small companies are being bought out by larger companies thus minimizing concerns about putting any one, smaller company out of business.

What types of collection options or services would you like to see explored or expanded in Fort Lupton? Are there specific models or examples from other cities that you find appealing or relevant?

There was a general consensus to receive more information about recycling and other waste diversion options such as drop off locations for hard to recycle items, and household hazardous waste. Participants also expressed a desire to have more than two Clean Up events per year.

Insights gained from Spanish-speaking focus group

Can you describe what your household does with trash, recycling, yard debris and food scraps? What factors influence these choices?

All three participants in the Spanish-speaking focus group use the trash exclusively and do not participate in a recycling or composting option currently. One participant recycles aluminum cans only, in a separate collection. One uses the garbage disposal in the sink specifically for organics/food scraps.

The number one barrier shared by all three participants for participating in other services besides trash collection was price. Other barriers or challenges included not being in the habit of recycling, not having access to information about why recycling is important and how to participate, and not having access to Spanish language resources.

The participants expressed strong values about caring for the environment, keeping a clean and healthy community, and caring for the land for future generations, but also expressed a current lack of access to resources about how to participate in those solutions.

How satisfied are you with your current waste collection services? Do you get trash, recycling, and composting? Are there specific aspects you find particularly effective or lacking with the City's overall waste collection system?

The three Spanish-speaking participants regularly utilize only trash collection (see above). One of the three participants lives in a Multi-Family Complex (MFC) with shared dumpsters, and one is in a Homeowner's Association (HOA). The HOA participant has a "trash butler" service that takes everything to the trash. The other has a recycling dumpster in their shared enclosure, but expressed that no one uses it and they suspect both dumpsters are a mix of both recycling and trash. There are no signs around the enclosure, so the participant doesn't have information about how to participate in recycling.

All three participants expressed interest in learning more about additional waste streams and services, such as composting, recycling and bulky items. One participant emphasized that she has heard that composting has good benefits and would like to learn about how it can help her gardening, but currently doesn't have access to those resources.

Envisioning the future, what would an ideal trash, recycling and composting system look like for Fort Lupton? What features or components would be essential for this system to be successful?

All three participants in the Spanish-speaking group would like access to more individual and community infrastructure to divert waste. They had many suggestions on how to increase community-wide access, participation and education.

They first discussed what they had observed in the City of Boulder, which is all three bins in every business, community center and Multi-Family Complex, along with signs above. One participant expressed that she would love for Fort Lupton to introduce a policy like that.

Then they discussed education, and the importance of empowering community members with information and resources. Specifically, they would like the City to provide education on how to separate waste, how recycling works, and why it's important. They think the City should invest in having this information taught in the schools. They would like signs above bins universally, and that all residents should have equal access to these diversion solutions. They also discussed the potential for family members and community members to act as ambassadors of information to boost participation and community care.

They also discussed organics and how little information they currently have access to about composting. One participant in particular was very interested in learning about composting and its benefits. All three participants expressed that they want to help the environment but need access to resources to do so.

Lastly, the three Spanish-speaking participants discussed a desire for public bins given the current lack of access to recycling for many community members. In addition to the three-bin ordinance they've seen in Boulder, they talked about community members who can't pay for waste disposal services. In their ideal future, in lieu of universal curbside recycling, the City would provide large public bins for people who want to recycle but don't have access individually (like a free drop-off center).

Participants were asked to read through several considerations for a city-coordinated trash and recycling program, and select the item of most importance to them.

The top items of importance to the Spanish-speaking participants were providing recycling as an automatic and free benefit to your trash collection and providing greater services leveraging economies of scale for lower prices. The next priorities were ensuring high-level customer service and holding haulers accountable for poor service, saving taxpayers money from reduced road maintenance costs, and increasing access to recycling. They care about equitable access to infrastructure, and think people in the community care and would participate if they had access to information and infrastructure. They also discussed bulky item services as well as a place to bring household hazardous materials.

Participants were presented with a pricing chart of what the regional communities of Johnstown, Hudson, Lochbuie pay for their trash and recycling services and compare these rates to their own.

Municipality	Curbside Collection			Cost per month
	Trash Weekly	Recycle Bi-weekly	Bulk Item	
Johnstown	X	X	Quarterly \$15/item	\$12.50 - \$14.50
Hudson	X	X		\$22.03
Lochbuie	X	X	At request \$25/per item \$35 mattress/box spring	\$15.39

All three participants were impressed by the prices offered in the chart, and expressed that they seemed economic. Two of the three participants shared that they currently pay more than the prices in the chart, even though they currently don't get recycling services. The third participant lives in an apartment, and what they pay for trash isn't specified on their bill.

When thinking about a city-coordinated trash and recycling program (i.e. contract with a hauler or haulers), what concerns or reservations do you have? Conversely, what opportunities or benefits do you see in implementing such a system in Fort Lupton?

The three participants indicated that they had no personal concerns if the pricing models were similar to the ones presented in the chart. They agreed that they personally saw only benefits as long as the policy was economic (like the prices presented from other communities). Their concern was that the community will not participate if they are not given accessible information about how to participate and why.

What types of collection options or services would you like to see explored or expanded in Fort Lupton? Are there specific models or examples from other cities that you find appealing or relevant?

All three participants expressed a specific interest in recycling being free and bundled with trash services. They reiterated that they would like to see public bins or a drop-off center in



the community for people to be able to recycle if they can't currently afford services. They also reiterated that the Zero Waste Ordinance model in the City of Boulder would be nice to see implemented in Fort Lupton.

Appendix F: Resident Engagement Session Summary



To: City of Fort Lupton
From: Technical Assistance Service Provider (TASP) Team
Date: October 9, 2024
Re: Resident Engagement Session Summary

Methodology

The Technical Assistance Service Provider (TASP) team conducted a Resident Engagement Session in Fort Lupton on October 9, 2024. There were a total of 25 residents who participated. The purpose of the session was to learn about Fort Lupton residents' current trash and recycling services, share information about what a city-coordinated approach to residential waste and recycling would mean, and hear residents' concerns and priorities about such an approach.

The session started with four small group discussions on different topics: a) residential waste and recycling services and cost, b) trash truck traffic, c) priorities for a city-coordinated approach, and d) recycling education. Residents spent 10 minutes at each table before moving with their group to the next table topic discussion.

After the table topic discussions, TASP consultants gave a 15-minute presentation to introduce the concept of a city-coordinated approach to residential trash and recycling, followed by a question and answer session which lasted approximately 20 minutes.

Key Takeaways

Fort Lupton residents expressed measured concerns about a city-coordinated waste and recycling program. However, potential cost savings emerged as a key factor that garnered support from many community members. TASP facilitators observed a shift in opinions when residents were shown the lower pricing for waste and recycling services in nearby communities with city-coordinated systems. Residents also prioritized convenience, better access to recycling, and assurance that recyclables are properly processed. Concerns about the program included distrust of local government, the potential for limiting trash capacity, the inconvenience or extra costs of recycling, and fears that it could harm smaller haulers. Some residents also expressed unease over City Council awarding the contract to a single hauler, prompting a suggestion that residents be allowed to attend meetings where potential bids are discussed by city staff and Councilmembers.

Table Topic Discussions:

Services and Cost

At one discussion table, conversation focused on the types of waste services residents currently receive, how much they pay for that service, and their opinion of their current service and future changes or additions. Residents were asked to place markers on a poster indicating which services they have and what those services cost per month. Residents in Ward 1 used a pink marker, residents in Ward 2 used an orange marker, and residents in Ward 3 used a blue marker.

Image of poster asking residents to indicate which services they have and at what cost.



	What services do you have?			How much do you pay per month?							
	Trash	Recycling	Other	\$0-5	\$6-10	\$11-15	\$16-20	\$21-25	\$26-30	\$31-35	\$36+
HOA resident	Orange markers	Orange markers					Orange markers				
Non-HOA resident	Many markers (Orange, Pink, Blue)	Many markers (Orange, Pink, Blue)	Blue markers				Orange, Pink markers	Orange, Pink markers		Pink marker	Blue, Pink markers

Table below shows another representation of the data on waste services and cost.

Ward	Services			Cost						
NON HOA RESIDENTS										
	Trash	Recycling	Other (dumpster)	\$16-20	\$21-25	\$31-35	\$36+	Don't Know	mean	median
1 (pink)	5	1		1		1	2	1	30.75	34.5
2 (orange)	13	4		3	10			1	21.85	23
3 (blue)	2	2	2				1	1	NA	NA
All Wards	20	7	2	4	10	1	3	3	24.6	23
HOA RESIDENTS										
Ward 2	2	2		2						

All residents in attendance had trash service, 35% had recycling and two residents (7%) had a dumpster in addition to their trash and recycling services. Pricing for these services ranged between \$16 and \$36 with most residents paying between \$21-25. The average price of all participants was \$24.60.

Almost all participants liked their current service, though some expressed problems with getting the hauling company to clean their bins or with initial setup of their service. A few complained that their current provider mixes the recycling with the trash after collecting it.

For additional services beyond what residents currently receive, a few expressed a desire for recycling, yard debris, leaf and grass clipping collections. One resident stated they do backyard composting at home and therefore don't see a need for an additional service.

The second activity at this table included sharing pricing of neighboring communities with a city-coordinated collection of trash and recycling (single-hauler). (see chart below)

Table showing pricing offered in other Front Range communities for trash and recycling.

Municipality	Curbside Collection			Cost per month
	Trash Weekly	Recycle Bi-weekly	Bulk Item	
Johnstown	X	X	Quarterly \$15/item	\$12.50 - \$14.50

Hudson	X	X		\$22.03
Lochbuie	X	X	At request \$25/per item \$35 mattress/box spring	\$15.39

After sharing the pricing of neighboring communities with city-coordinated collection of trash and recycling (single-hauler), many residents said they would be interested in the city making efforts to get comparable pricing. Many residents also had questions about how a city-coordinated collection system would work, including:

- How many trash cans are allowed? (some residents are allowed to put out as many bags as they want now)
- What happens if you have extra trash beyond what fits in your bin?
- How big are the trash cans?
- How does the opt-out work?
- Can the residents participate in the selection of the hauler?
- What about tree branches?
- Want to make sure the price is locked in - so don't see a doubling in the price
- Would like to see a senior discount
- What is the length of the contract?

Trash Truck Traffic

The purpose of this activity and discussion was to assess how often residents observe trash and recycling trucks in their neighborhoods and to evaluate the negative impacts these trucks may have on road conditions, including the resulting costs for road maintenance. Residents were asked to place markers on a poster (see below) indicating how often they see trash trucks on their street.

Trash Truck Traffic

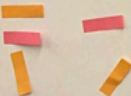
	HOW OFTEN DO YOU SEE A TRASH TRUCK ON YOUR STREET?			
	Once per week	Twice per week	Three times per week	More than 3x per week
HOA resident				
Non-HOA resident				

Table below shows another representation of the data on trash trucks.

Ward	How often do you see a trash truck on your street?		
NON-HOA RESIDENTS			
	Once per week	Twice per week	Three times per week
1 (pink)	2	2	1
2 (orange)	3	8	4
3 (blue)		1	1
All Wards	5	11	6
HOA RESIDENTS			
	Once per week	Twice per week	Three times per week
Ward 2	1	1	

Most residents stated that trash truck traffic was not a major concern. They did not feel overwhelmed by the number of trucks in their neighborhoods. Instead, they pointed out that the three haulers collect on different days; Waste Management on Mondays, BCD on Tuesdays, and Waste Connections on Thursdays, which they found reasonable. Additionally, residents said that roads in Fort Lupton are rarely repaired or repaved by the City, so they didn't expect any savings in road maintenance costs. Residents were skeptical about benefiting directly from any potential savings in one area of the City's budget, believing the funds would likely be redirected elsewhere, without impacting their taxes. Residents stated their bigger concerns were traffic and road damage caused by semi-trucks and the frequent presence of Amazon delivery vehicles.

Recycling Education

Participants were given a list of common recyclables and contaminants, as well as handouts on frequently-asked questions and community benefits of recycling. The group spent several minutes reviewing the recycling guidelines, followed by discussion and questions.

Many participants at this table did not engage directly with the recycling guidelines and were more interested in continuing discussion topics addressed at the other tables. It made sense that residents who currently don't have recycling are not ready to talk about specific items before foundational questions were answered, which included:

- Concerns about paying more than what they are paying now
- Concerns about limited or decreased trash capacity

In discussions about recycling education, residents shared the following comments:

- Concerns about recycling being dumped or not being recycled
- A few participants expressed that they would not sort/separate their materials in their home unless compensated, and that they consider this labor to be a significant barrier
- The recycling symbol is confusing and leads to "wish-cycling"
- When some people have recycling and some do not, it leads to illegal dumping and contamination issues
- A need for signage to be on the bins if recycling is rolled out

Participants were asked about where and how they get information from the City. Their answers included:

- Word-of-mouth (this was the most popular answer)
- Mailers/flyers (several participants expressed they cannot be reached electronically)
- Community Center bulletin boards (Rec Center, Library, etc.)
- Facebook
- The Fort Lupton Press

Priorities Ranking

Participants were asked to rank a list of priorities around waste management. Participants' top priorities, in order, were:

- 1) Limiting price increases and exploring ways to reduce costs.
- 2) Providing greater services leveraging economies of scale for lower prices.
- 3) Providing fair and transparent pricing across the community so you are not paying more than others.
- 4) Providing convenient and automatic curbside or alley collection of trash and recycling.
- 5) Knowing that my recyclables are truly being recycled.

In discussions about priorities, residents shared the following comments:

- Providing alley and curbside pickup is important to residents who put out trash in the alleys. Some complained that certain hauling companies refuse to drive down alleys.
- Cost is important, several residents mentioned calling around to every company to get the best deal or senior discounts. They liked being able to leverage the different companies against each other to get a better deal.
- There used to be a recycling bin in Fort Lupton where people could drop off recyclables, however people were abusing it so it was removed. This same occurred in Brighton. Some residents now drive to Greeley or other places to drop recycling.
- Residents appreciate BCD's willingness to pick up excess amounts of trash (several bins, large items, bags piled next to bins) for no extra charge.
- Residents like having choice between companies, reliable service, customer service, choice of which day of the week the hauler comes

Presentation and Discussion

Next, TASP provided a 15-minute presentation about a city-coordinated approach to residential waste and recycling, including potential benefits, structure, and process for implementation. Residents had time to ask questions and raise concerns.

Some of the questions and comments mentioned by residents included:

- Illegal dumping is an issue
- Doubt around reduction in truck traffic. For example, one resident asked, "What if the trucks fill up? Won't they have to drive just as much?"
- Distrust in city government
- Concerns about who gets to choose the hauling company
- Suggestion to survey the whole community to get more public input
- How will residents know that waste hauling companies aren't jacking up their prices because it's a contract for a government entity?
- Would this put small businesses (haulers) out of business?
- Is the government picking winners and losers?

Appendix G: Hauler Interview Summary

TO: City of Fort Lupton
FROM: FRWD TASP
DATE: JUNE 27, 2024
RE: HAULER SUMMARY

TASP conducted outreach to haulers for the City of Fort Lupton to gather information on the current trash and recycling system and services offered in Fort Lupton. Open-ended questions were asked about general services provided, service area, customer perspective, thoughts on responding to an RFP with various components. TASP inquired about the types of services offered, such as trash, recycling, and compost collection, and whether they cater to single-family, multi-family, or commercial customers. TASP also sought to understand the challenges haulers face, perceptions on and barriers to recycling, and the common contamination items that customers mistakenly throw away. TASP also explored haulers' views on a potential shift to a community-organized approach where a single-hauler responds to a Request for Proposal (RFP) to provide services to single-family homes throughout the city including (volume based trash pricing also known as PAYT (pay as you throw), multiple cart sizes, and potential supplementary services such as compost and bulk item collection. Haulers interviewed were asked these questions generally, without reference to Fort Lupton specifically. To build trust and openness, the TASP team noted that their comments and responses to open-ended questions would be aggregated and would remain anonymized.

Haulers interviewed include Waste Management, Waste Connections, and Green Girl Recycling. TASP made several attempts to connect with BCD, however they were unresponsive and declined to participate in an interview.

Services Offered by Haulers Operating in Fort Lupton

Table 1 below includes services provided by haulers currently operating in Fort Lupton for residential households: Waste Management, Waste Connections, BCD, and Green Girl Recycling.

Other services offered by the majority of haulers include special event services, bulk item collection, roll-off containers, educational programming, and hard to recycle items. Green Girl Recycling, which does not provide trash collection and only offers recycling collection, provides additional services for hard to recycle items including small appliances, electronics, bicycle tires, various paper products, ink cartridges, rigid plastics, Styrofoam, and more.

Table 1 Summary of Services

SERVICE	WM	WC	BCD	Green Girl Recycling
Single Family Households	X	X	X	X
Multi-Family Households	X	X		
Commercial Properties	X	X	X	X
Trash Collection	X	X	X	
Recycling Collection	X	X	X	X
Compost Collection	X (Depending on location)	X (Depending on location)		

Table 2 shows the pricing structures for trash and recycling services offered to residents by

Hauler	Trash Pricing (monthly)	Recycling Pricing (monthly)	Additional Information
Republic Services			Only offers roll-off dumpsters for Fort Lupton
Waste Management	\$21.75	\$8.30 (additional fee)	Only offers 96-gallon toters for both trash and recycling
Waste Connections	\$27.23	\$38.91 Bundled with trash	Billed every 4 months; recycling is every other week; Only 96-gallon toters are offered
5280 Waste Solutions			Only offers roll-off dumpsters for Fort Lupton and charges a distance fee
Green Girl Recycling	N/A	Monthly \$30 Bi-weekly \$35 Weekly \$40	General pricing
BCD (Best Cleaner Disposal)	\$90 billed every 3 months for trash only	\$99 billed every 3 months Bundled with trash	Billed every 3 months; One-time delivery fee of \$15 to deliver cart(s); Only offers 96-gallon carts

haulers in Fort Lupton.

Table 2 Hauling Services Pricing

Three haulers offer both trash and recycling services to residents in Fort Lupton, one only offers recycling services, and two haulers only offer roll-off dumpsters in Fort Lupton. Currently, all haulers only offer 96-gallon toters to single-family households. Waste Management offers the lowest pricing structure to single-family households.

Overall Responses

In your experience, why do you believe individuals opt in or out of recycling/composting?

Individuals often do not participate in recycling or composting due to confusion and uncertainty about the process. Misunderstandings about what can be recycled or composted, coupled with a lack of clear guidance, lead to frustration and non-participation. Additionally, a general lack of awareness about the benefits and importance of recycling and composting contributes to low participation rates, as some people are unaware of the positive environmental impacts or long-term cost benefits. Space limitations, particularly in commercial properties and homeowner associations, and the inconvenience of managing multiple bins also deters participation. Skepticism about the effectiveness of recycling programs and distrust in the system can further discourage people from participating, as some doubt whether their efforts are truly making a difference. Conversely, those who choose to recycle or compost often do so because of strong environmental concerns and the belief that these practices are both beneficial and affordable. Leveraging the interest and support from residents who do recycle and/or compost can be helpful in increasing participation rates.

What do you think Cities (local governments) can do to help residents recycle/compost more?

Three overarching themes were mentioned in the discussions with haulers. These themes included city-wide educational campaigns, comprehensive and uniform service offerings, and incentives. Educational campaigns which highlight the accurate YES/NO items and the community benefits of recycling driven by the city can help reduce contamination in the recycling and food scraps bins, leading to more effective recycling programs. It is important to include messaging that debunks common recycling myths and provides accurate information about acceptable materials. Ahead of a messaging campaign, input and collaboration from haulers is encouraged to ensure accuracy. Campaigns which invite community members can also help boost trust in the services. For instance, community members which “recycle right” can be advocates through volunteer door-to-door outreach or host lawn signs that invite questions on the subject matter.

Increasing access to recycling and composting services, such as offering residential bins for commercial properties (i.e., multi-family complexes) and ensuring comprehensive service coverage across all neighborhoods (i.e., Homeowner Associations), can significantly boost participation rates. For instance, providing support to HOAs and commercial properties on where to place and how to store recycling and/or food scraps carts would help alleviate concerns regarding space. Case studies, or local spotlights, can help boost morale and program adoption as well.

Lastly, haulers mentioned that cities should consider offering incentives, such as financial incentives or Pay-as-you-throw (PAYT), to encourage more residents to participate in recycling and composting programs. PAYT provides an incentive for residents to dispose of less in the

trash, and properly source separate recyclables and food scraps. However, these programs should be monitored and mechanisms to reduce contamination should be considered.

Along the way, across these options (education, comprehensive servicing, and incentives), it will be important to engage the community in initial discussions and plans for implementation.

What is your company's position on a community-based approach to trash and recycling wherein a city would contract with one contracted hauler (or selected haulers each assigned to a specific geographical area) for single-family residents?

Many haulers expressed support for a community-based approach where a city contracts with a single hauler. This approach simplifies processes, increases efficiency, is generally seen as more cost-effective, and allows the hauler to provide additional services (seasonal waste pick-ups). They noted that it can reduce the number of trucks on the road, lower emissions, and streamline waste collection.

Several interviewees acknowledged that a single-serviced contract may pose challenges for emerging businesses or smaller haulers. These businesses may find it challenging to compete for these contracts and maintain their customer base. Haulers emphasized the importance of ensuring community buy-in through stakeholder and community engagement and setting clear, specific goals for the program to ensure its success. This will inform residents of the intended outcome and benefits of a single-hauler contract. Additionally, they stressed that enforcement should be handled by the city or municipality to avoid straining relationships between haulers and customers. Providing resources and support to help businesses and residents effectively implement source separation programs for recycling and composting will minimize contamination and foster long term success.

How do you see your company being impacted by the upcoming EPR legislation?

The upcoming EPR legislation is viewed with mixed feelings among local waste haulers. Some are not in support, citing business concerns due to the lack of a clear roadmap and the uncertainty it brings. However, they acknowledge that EPR could offer consistent messaging across the board. There is a shared sentiment that residents are frustrated by the inconsistencies in recycling practices, with different MRFs providing varying guidelines on acceptable materials. EPR could standardize these practices statewide, reducing confusion. Overall, the impact of EPR legislation on local waste haulers will depend largely on the implementation details and the accompanying educational efforts.

Would your company be interested in responding to an RFP that includes PAYT, multiple cart sizes, or subcontracted services?

Some haulers are wary of programs requiring recycling or composting including PAYT, as they often see higher contamination rates, especially when proper signage and education are

lacking. However, there is interest among some haulers in utilizing subcontractors, as this can reduce the need for additional bins, trucks, etc. to be purchased since the subcontracted company helps to provide these services (recycling/compost hauling). Additionally, certain haulers are already under contract with cities that offer PAYT and multiple cart sizes, indicating a level of familiarity and potential readiness to adapt to such requirements. Conversely, some companies currently only offer 96-gallon carts which may present challenges depending on readiness/willingness to acquire and manage different size bins. Overall, their willingness to respond to the RFP would depend on the specific details and the support provided for education and contamination reduction efforts.

Appendix H: City Council Educational Workshop Presentation



FRWD

Front Range
Waste Diversion

TECHNICAL ASSISTANCE SERVICE PROVIDER (TASP)

PART OF FRWD (FRONT RANGE WASTE DIVERSION)

FORT LUPTON PRESENTATION

Presented by TASP Consultants: Randy Moorman & Laura Levesque

July 25, 2023



THE TASP TEAM



Juri Freeman
RRS
Managing Principal



Tay Dunklee
RRS
Consultant



Randy Moorman
Eco-Cycle
Director Policy and Community
Campaigns



Laura Levesque
Eco-Cycle
Community Campaigns Manager

AGENDA

- TASP & FRWD Overview
- Diversion in Fort Lupton and regional communities
- Municipally organized residential trash and recycling
- State policies as benefits for Fort Lupton
 - Plastic Pollution Reduction Act
 - Producer Responsibility
- TASP support

FRONT RANGE WASTE DIVERSION PROGRAM

(FRWD OR “FORWARD”) ENTERPRISE FUND COLLECTS AN INCREASED USER FEE AT FRONT RANGE LANDFILLS TO PROVIDE WASTE DIVERSION GRANTS AND TECHNICAL SUPPORT SPECIFIC TO LOCAL FRONT RANGE GOVERNMENTS.



FRWD
Front Range
Waste Diversion

[ABOUT](#) [PROGRAMS](#) [RESOURCES](#) [NEWS & EVENTS](#) [CONTACT US](#)

[APPLY](#)



Grants

GET FUNDING FOR SHOVEL-READY DIVERSION PROJECTS IN THE FRONT RANGE

Local governments, nonprofits, businesses and educational institutions are eligible. Grants are published about every 4 months, alternating between community focus and special topics



Technical Assistance

HANDS-ON SUPPORT PROGRAM FOR MOVING COMMUNITIES UP THE ZERO WASTE LADDER

Municipalities, counties, special districts and other local governments are eligible



FRWD
Front Range
Waste Diversion



FORT LUPTON & WASTE DIVERSION



Photo credit: Fort Lupton LinkedIn page



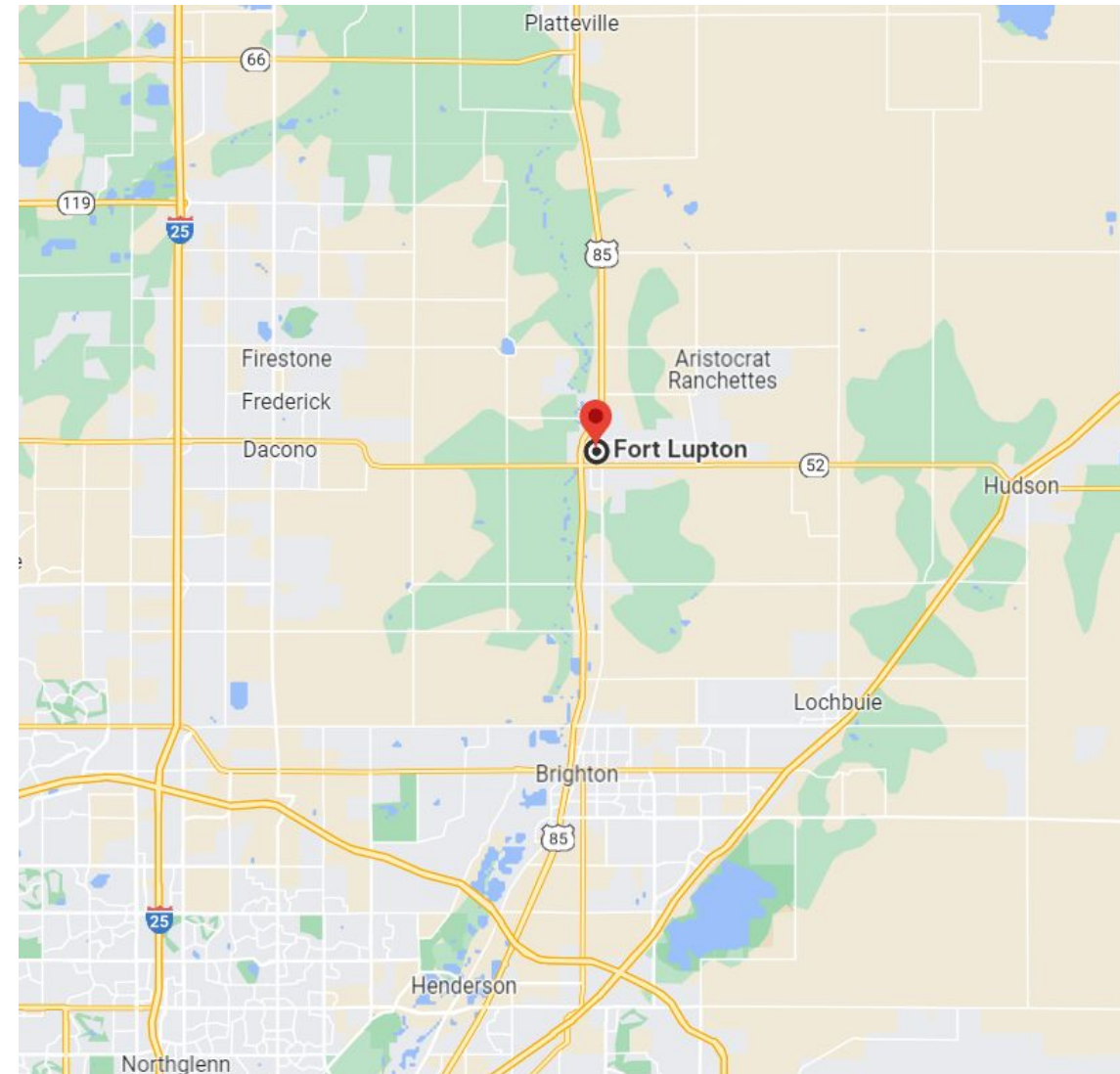
FRWD
Front Range
Waste Diversion

DEFINITION OF KEY TERMS

- **Universal curbside recycling service** - Residents in single family housing and multi-family housing under eight units are automatically provided with curbside recycling service as part of their trash collection.
- **Municipally organized trash and recycling collection** - Municipalities coordinate curbside trash and recycling on behalf of residents through municipal contract with hauler(s), a municipally-run program or through a municipal ordinance requiring haulers to provide recycling. Some of municipalities extended the service to multifamily properties and/or HOAs.
- **Open market, Opt-in** - Residents must choose their own waste hauler, some haulers offer recycling as an additional service with an additional cost.
- **Pay As You Throw, PAYT, volume-based trash pricing** - Like most utilities, trash is billed based on the amount of trash produced. The larger the trash bin size, the more expensive the rate. Unlimited recycling is included at no additional cost. This pricing model offers a financial incentive for households to reduce trash and be more conscientious about all the materials they could recycle instead of sending materials to the landfill.

FORT LUPTON & REGIONAL RECYCLING PRACTICES

Residential Recycling Program	
Community	
Fort Lupton	Open Market, Opt-in
Platteville	Open Market, Opt-in
Firestone	Open Market, Opt-in
Brighton	Open Market, Opt-in (considering a muni-hauler contract)
Frederick	Single Hauler contract, universal recycling (Waste Connections)
Dacono	Single Hauler contract, universal recycling (Waste Connections)
Hudson	Single Hauler contract, universal recycling (Waste Management)
Lochbuie	Single Hauler contract, universal recycling (Waste Management)



MUNICIPALLY ORGANIZED RESIDENTIAL CURBSIDE TRASH AND RECYCLING PROGRAMS

(COMMON IN FRONT RANGE)

Municipal Hauling	Hauler contracts to provide recycling		
Denver Longmont Loveland Northglenn Thornton	Arvada Bel Mar Columbine Valley Commerce City Dacono Eaton Edgewater Fort Collins Foxfield	Frederick Golden Greenwood Village Hudson Johnstown Lafayette Lochbuie Lone Tree Louisville	Manitou Springs Morrison Sheridan Superior Evans* Milliken* Mountain View* Glendale+ *opt-in service only +opt-in service for MFCs
Mandated Hauling (hauler of choice)			
Boulder			



WHY COMMUNITIES CHANGE TO A MUNICIPALLY ORGANIZED RECYCLING PROGRAM

- **Reduces truck traffic** ▫ decreases road damage, air pollution, noise & safety risks
- **Lowers costs, increases equity** between HOA residents and non-HOA residents
- **Expands services** like bulky item, spring clean up collections, and/or curbside compost collection
- **Increase recycling and compost rates**
- **Increase convenience** - residents pay for recycling/trash like other utilities

REDUCING TRUCK TRAFFIC SAVES TAXPAYER MONEY

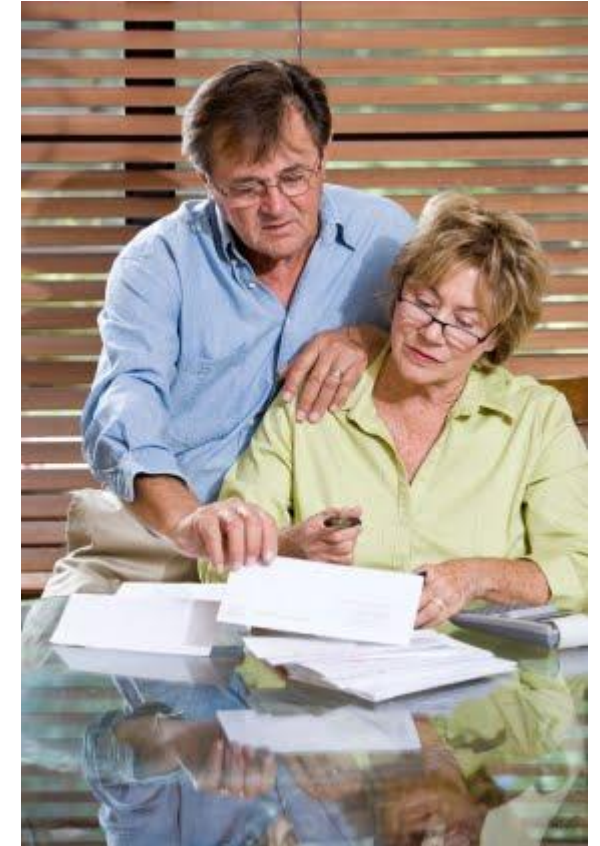
- Each trash truck is equivalent to 1,000 to 1,400 vehicles per day in terms of road damage.
- Recent Fort Collins studies:
 - 20% of road damage was caused by trash trucks
 - The city will save \$600,000 a year in street maintenance costs



Photo by Marc Olivier Jodoin

OPEN MARKETS TEND TO HAVE FLAWED AND INEQUITABLE PRICING

- Costs are not transparent. Residents must call all potential haulers to get pricing and pay more for recycling.
- Households with the same hauler often *pay different rates* for the *same service*:
 - Ex.: Fort Collins found the **same hauler** was charging some customers **\$6/month more** than other customers with the **same service**.
- Group purchasing provide HOA Residents lower costs for services than those in open market areas:
 - Ex.: Before universal hauling Arvada rates were:
 - HOA \$8 - \$15 vs. Non-HOA \$20 - \$29.25
- Municipally managed waste/recycling contracts creates equity in services and pricing while protecting against price hikes. The city bidding process is fair, competitive and transparent.



MUNICIPALLY ORGANIZED WASTE HAULING CAN ECONOMICALLY EXPAND SERVICES



Curbside Yard
Waste Collection



Curbside Compost
Collection



Expanded Spring Clean
Up
or Bulky Item Collection

Municipally organized waste collection in the US

- OVER 70% OF U.S. CITIES HAVE MUNICIPALLY ORGANIZED WASTE COLLECTION.
- THESE CITIES COLLECT **100 POUNDS MORE** RECYCLING PER HOUSEHOLD PER YEAR.



NEW COLORADO POLICIES & OPPORTUNITIES



Plastic Pollution Reduction Act (reduces single-use plastics)

Fund available from retailers submitting 60% of single-use plastic and paper bag fees can be used by local governments to offset administrative costs and for other waste diversion initiatives.



Producer Responsibility: Free recycling coming for all Coloradans

Producer Responsibility for recyclable packaging materials (plastics, aluminum cans, glass bottles, cardboard, and printed paper) will provide free recycling for all Coloradans, including those living in apartments and in rural areas in 2026.

A PRODUCER RESPONSIBILITY SYSTEM FOR CONTAINERS, PACKAGING, AND PAPER WILL:



Increase our recycling rate and reduce climate pollution.



Provide free recycling for all Coloradans, including those living in apartments and in rural areas.



Develop a clear common list of what can be recycled statewide.

WHY PRODUCER RESPONSIBILITY MATTERS



Save local governments money by reimbursing their costs to run recycling programs.



Support Colorado businesses by creating a more resilient domestic supply of raw materials to make new products.



Create financial incentives for companies to reduce unnecessary packaging and use greener, more recyclable materials.

WHO PROVIDES THE RECYCLING SERVICES

Companies selling packaging and paper join nonprofit Producer Responsibility Organization (PRO)

PRO contracts with private and public service providers that will meet recycling goals

Reimbursement for 100% of net costs for recycling providers

No requirement for local governments to be service providers



ACTIONABLE STEPS: A POTENTIAL TASP PROJECT



1. Assessment of current waste management system.
2. Explore potential recycling options and determine how they address current issues.
3. Gather feedback from residents and stakeholders.
4. Educate residents on the value of waste diversion and potential options.
5. Propose a menu of options for the City to consider in order to improve waste management and reduce negative impacts of waste hauling.

TASP ASSISTANCE & RESOURCES

WEBSITE

APPLY FOR TASP CONSULTING



Technical Assistance Service Provider (TASP)

- NEXT APPLICATION ROUND CLOSING DATE: LATE OCTOBER / EARLY NOVEMBER
- INFORMATIONAL APPLICATION PACKET
- ONLINE APPLICATION FORM



THANK YOU & QUESTIONS

EMAIL

FrontRangeTASP@recycle.com

PHONE: 720.213.6619

Randy Moorman & Laura Levesque

Appendix I: City Council Study Session Presentation

November 12, 2024

WASTE AND RECYCLING STUDY SESSION

Presented by:

Randy Moorman & Audrey Wheeler

TASP Technical Consultants

Presented to:

City of Fort Lupton



Introductions



Randy Moorman
TASP Consultant,
Eco-Cycle
Director of Policy and
Community Campaigns



Audrey Wheeler
TASP Consultant,
Eco-Cycle
Senior Consulting Manager



Aim of TASP

(Technical Assistance Service Provider)

Provide communities with resources and technical assistance needed to achieve waste diversion and reduction goals.

TASP is a part of the Colorado Circular Communities (C3) enterprise program, administered by Colorado Department of Public Health and Environment (CDPHE) staff and the C3 Board of Directors.

Agenda

- **Assessment of Fort Lupton's Current Residential Waste and Recycling System**
 - Service availability and cost
 - Resident feedback
- **Policy Options for Fort Lupton's Waste and Recycling System**
- **Policy Recommendations**

Hauler Services in Fort Lupton

Hauler	Single Family Households	Multi-Family Households	Commercial Properties	Trash Collection (monthly rate)	Recycling Collection (additional monthly rate)	Compost Collection
Waste Management	X	X	X	\$21.75	\$8.30	Depending on location
Waste Connections	X	X	X	\$27.23	\$11.68	Depending on location
Best Cleaner Disposal (BCD)	X		X	\$30.00	\$3.00	N/A
Green Girl Recycling	X		X	N/A	Monthly \$30; Bi-weekly \$35; Weekly \$40	N/A

Cost Comparison

Waste Management System	Median Price Per Month					
	\$12-15	\$16-19	\$20-23	\$24-27	\$28-31	\$32-35
Open Market				Fort Lupton (existing customers), Brighton		Fort Lupton (new sign-ups)
Mandated Recycling Ordinance						Fort Collins
Municipally Run Collection		Northglenn, Thornton				
Municipally Contracted Hauler	Johnstown, Dacono, Lochbuie	Arvada	Hudson			

Community Feedback: Focus Groups

English-Speaking Focus Group



6 Non-HOA
4 HOA

Priorities: convenience, access to recycling, low costs, and education on recycling (in English and Spanish)

- High interest and support for increasing waste diversion options and education

Concerns:

- How HOAs will be treated with a city-coordinated approach
- Customer service
- Billing questions

Spanish-Speaking Focus Group



2 Non-HOA
1 HOA

Community Feedback: Resident Engagement Session

Participants



22 Non-HOA
2 HOA
1 Metro District

Priorities: low costs, fair pricing, convenient collection

Most are satisfied with existing services, and residents expressed some concerns about a city-coordinated program, but potential cost savings garnered interest.

Concerns:

- Distrust of government decision making
- Doubt that recycling actually gets recycled
- Prefer choice between companies, not wanting to put small haulers out of business
- Keeping excess trash hauling for no extra charge





Policy Options for Fort Lupton's Residential Trash and Recycling System

- **Open market** (status quo)
- **Mandated hauler recycling ordinance**
- **Municipally contracted hauler** (city coordinated approach)

Policy Comparison and Benefits

Policy Options	Where it occurs	Lowers prices	Increases access to recycling	Reduces illegal dumping and cleanup costs	Potential to add yard trimmings	Reduces road damage and costs
Open Market	Brighton, Fort Lupton, Firestone, Westminster, Lakewood					
Mandated Recycling Ordinance	Boulder, Fort Collins					
Municipally Contracted Hauler	Commerce City, Dacono, Lafayette, Louisville, Golden, Arvada, Edgewater					

Road Impacts

- **Open market systems have the greatest negative impact on roads**
- **Each trash truck is equivalent to 1,000 to 1,400 vehicles per day in terms of road damage**
- **Recent Fort Collins study:**
 - 20% of road damage was caused by trash trucks
 - The city will save \$600,000 a year in street maintenance costs



National Comparison

- Over **50% of U.S. cities** provide recycling to their residents automatically with their trash service
- These cities collect **100 pounds more recycling** per household per year



Policy Recommendations Overview



#1

**City-coordinated
approach to waste and
recycling**



#2

**Volume-based pricing:
“Pay As You Throw”**

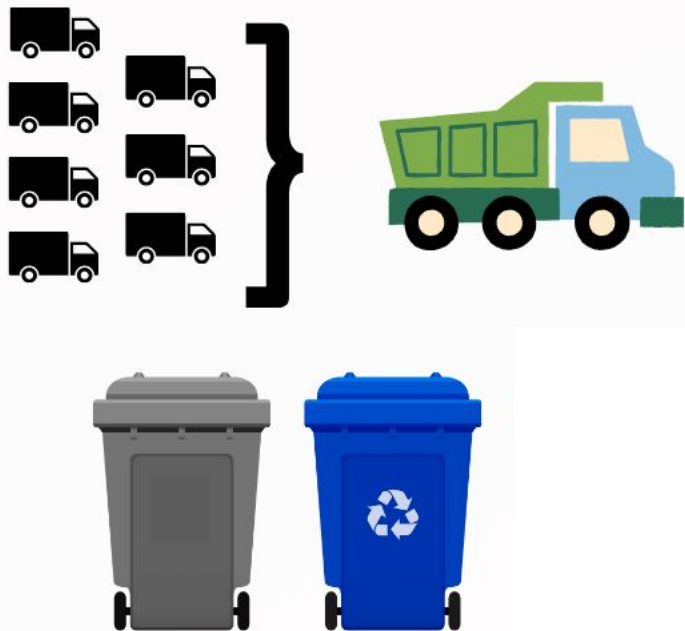


#3

Recycling Education

#1: A City-Coordinated Approach to Residential Waste and Recycling

Provides the most benefits for waste diversion, low prices, and road impacts.



- Contracted hauler chosen by the city through a competitive bid
 - *Option to select several haulers that serve different districts*
- Hauler provides waste and recycling services to all single family residential homes in Fort Lupton that opt in
- **Possibility** to include compost, yard trimmings and/or bulk item collection

Benefits to Residents



Saves money:
group rate pricing and
choice of service



More access to recycling



**Reduce trash truck
traffic and road damage**



Reduce Illegal dumping



**Curbside opportunities
for bulk item and
compost**



**Prevent sudden price
hikes**



**Customer service
accountability**



**Recycling
Traceability**

#2: Volume-Based Pricing (Pay-As-You-Throw)

Volume-based pricing adjusts rates based on the trash cart size: the larger the trash cart, the more it costs.



Recycling is included or bundled in at no additional cost



Trash is priced similarly to other utilities: the more someone uses the utility (i.e. water or electricity), the more they pay

#3: Recycling Education

Education should accompany any new policy or program to ensure its effectiveness and long-term success.



Will not move the needle alone, but is most effective when accompanied with policy



Can visibly demonstrate Fort Lupton's sustainability commitment



Should be designed to engage all populations



Can reduce contamination and increase participation in recycling program

Thank You & Questions

Appendix J: City Council Reaction Summary



To: City of Fort Lupton
From: Technical Assistance Service Provider (TASP) Team
Date: November 27, 2024
Re: City Council Workshop Summary

The following is an overview of Fort Lupton's City Council reception to the TASP Study Session presentation on November 12, 2024.

Participants

Council members present:

- Zo Hubbard, Mayor
- Claud Hanes, Ward 2
- Chris Ceretto, Ward 2
- Bruce Fitzgerald, Ward 3
- Valerie Blackston, Ward 1 (virtual)

Council members absent:

- David Crespín, Ward 1
- Carlos Barron, Ward 3

City staff present:

- Mari Peña
- Juan Arrellano
- Chris Cross

TASP consultants:

- Randy Moorman
- Audrey Wheeler

Summary

TASP consultants presented for 15 minutes to the City Council, city staff, and about 21 members of the public who were part of the Town Hall meeting. The presentation included:

- Assessment of Fort Lupton's Current Residential Waste and Recycling System
- Current service availability and cost
- Resident feedback
- Policy Options for Fort Lupton's Waste and Recycling System
- Policy Recommendations



- A city-coordinated approach to residential waste and recycling
- Volume-based pricing (“pay-as-you-throw”)
- Recycling education

The council members and audience listened to the presentation and were given the opportunity to ask questions. Mayor Zo Hubbard was the only council member who directly asked questions of the TASP team, including questions about how HOAs would be affected by a potential city-coordinated waste and recycling program and if the city can require the contracted hauler(s) to provide proof of delivery of recyclables to the material recovery facility.

Then, the Mayor opened the meeting up to the residents in the room and allowed them time for questions or comments. Several residents raised their hands and made comments about the presentation, including:

- A Metro District resident and board member who is against the idea of a city-coordinated program and wants to insure his Metro District retains their current waste and recycling services and does not have to pay any additional opt-out fee;
- A resident who is against the idea because he likes his current waste services and doesn't want to see the government picking winners and losers of waste hauling companies;
- A resident who is supportive of the idea because she moved from another city where waste was provided by the city and found it an easier system to navigate, more efficient, and was bothered by the number of trucks tearing up the alley behind her home;
- A resident who said she could go either way on the idea but would prefer to keep her current waste and recycling services because they work for her.

The council did not make comments about the proposal, but listened to the feedback and then moved on. The TASP team is waiting for city staff to follow up with the council members at a subsequent meeting to gather more feedback and try to get a sense of the council's direction on whether they will move forward on any of the recommendations from the presentation.

Appendix K: Arvada Single Hauler Ordinance

As amended June 15, 2020

COUNCIL BILL NO. CB20-011
ORDINANCE NO. 4733

AN ORDINANCE REPEALING AND REENACTING CHAPTER 90, SOLID WASTE, OF
THE ARVADA CITY CODE

WHEREAS, pursuant to Colorado Revised Statutes §30-15-401, the City is authorized to provide residential waste services for the collection and transportation of ashes, trash, rubbish, garbage, or any other discarded materials and impose fees for such services; and

WHEREAS, City Council finds that the City's provision of residential waste services is of benefit to the community as city-wide organized waste services is cost effective, there is less need for street maintenance, and the quality of life and public safety are benefited by having fewer trucks operate within the City; and

WHEREAS, City Council is committed to providing environmental and resource conservation services to residents so that residents can carefully use and preserve resources and save money. The residential waste services will not only provide education but increase the availability of curb-side recycling in an effort to conserve resources and protect the environment; and

WHEREAS, City Council aims to conserve resources, reduce greenhouse gas emissions, reduce waste, and to protect the public health and welfare, all of which increase the quality of life for the City's residents and visitors; and

WHEREAS, the City has completed all necessary statutory requirements to provide residential waste services and impose fees for such services; and

WHEREAS, the City has done extensive public outreach and held multiple workshops to ensure that the waste hauling program reflects the needs and desires of the community; and

WHEREAS, the City has conducted a competitive bid process in accordance with Arvada's Purchasing Ordinance and has negotiated to obtain the best value and best pricing for its residents; and

WHEREAS, City Council, to ensure administrative efficiency and the continuity of service regarding the collection of residential waste and recyclables, desires that the billing, payment, and enforcement practices for such services be the same as those for the City's utility services; and

WHEREAS, the City Council finds that repealing and reenacting the City's Chapter 90, Solid Waste of the Arvada City Code is necessary to protect the rights of both private and public property owners, and the health, safety, and welfare of the public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARVADA, COLORADO:

Section 1. Chapter 90, Solid Waste, of the Arvada City Code, is hereby repealed and reenacted to read as follows:

“CHAPTER 90 SOLID WASTE

ARTICLE I. IN GENERAL

Sec. 90-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Building materials means any material such as lumber, brick, plaster, gutters, or other substances accumulated as a result of repairs or additions to existing buildings, construction of buildings, or demolition of existing structures.

Bulky item means a waste item that is too large or too voluminous to be placed in a residential waste container, and includes, but is not limited to, furniture, or appliances, and small equipment, such as lawnmowers.

Commercial waste means any waste accumulation of dust, paper and cardboard, excelsior, rags or other accumulations, other than garbage or household trash, which are usually attendant to the operation of stores, offices, and similar businesses.

Compostable materials means discarded materials from any residential or commercial source that are collected separately for the purpose of being composted, or otherwise processed into soil amendment, fertilizer, mulch, sludge, biogas, fuel, or electricity.

Hauler means a person or entity that, for a fee or no fee, collects, transports, or disposes of waste, recycling, compostable, or construction and demolition materials for another, excluding those persons or entities described in Section 90-51(b).

Hazardous waste means waste defined as, or of a character or in a sufficient quantity to be defined as, a hazardous waste by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a “toxic substance” as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “hazardous substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect hereto. The term hazardous waste also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state, or local government entity, body, or agency.

Homeowners' association means any covenant-controlled community containing two or more residential property owners, which includes a lawfully constituted and operational board or other similar entity which is empowered to enforce the community's recorded covenants and which has the power to impose assessments for its services which, if unpaid, may be made a lien on the property; this shall include special or metropolitan districts.

Recyclable materials mean discarded materials from any residential or commercial source that are collected separately for the purpose of such materials being re-processed into new or different products or packaging materials, provided that such materials have been designated as recyclable.

Residential property means any building occupied in whole or in part, for residential occupancy.

Residential waste means solid waste and other discarded goods generated from residential sources subject to collection in accordance with the city's residential waste collection services program.

Residential waste collection services means the collection and transportation of residential waste and recyclable materials by the city's designated service provider from participants in the city's residential waste collection services program.

Solid waste means any form of discarded material, junk, garbage, rubbish, trash, foreign substance, yard waste, or debris intended for landfill disposal, excluding recycling, compostable, and construction and demolition materials.

Waste and recycling containers mean, for those persons subject to the city's residential waste collection services program, a wheeled cart suitable for mechanical lifting with a lid for containment and setting out waste or recycling for collection in sizes of approximately 32 gallons, 64 gallons, and/or 96 gallons, or such other standard size container as staff deems appropriate. For all other residents, waste and recycling containers mean the proper container provided or approved by the individual's waste hauler.

Yard waste means waste accumulation of lawn, grass or shrubbery cuttings, or clippings and dry leaf rakings free of dirt, rocks, large branches and bulky or noncombustible materials.

Sec. 90-2. Construction sites and demolition sites.

All construction and demolition contractors shall provide on-site waste containers for loose debris, paper, building material wastes, scrap building materials and other trash produced by those working on the site. All such materials shall be containerized by the end of each day, and the site shall be kept in a reasonably clean and litter-free condition. The number of waste containers shall be determined by the size of the job. Dirt, mud, construction materials or other

debris deposited upon any public or private property as a result of construction or demolition shall be removed by the contractor. Construction sites shall be kept clean and orderly at all times.

Sec. 90-3. Waste removal and containers.

(a) *Waste removal.* The owner, lessee, tenant or any other person having the right to possession of all or a portion of any premises shall provide for the removal of all waste, trash, rubbish, or refuse of all kinds from the premises at regular intervals. Between collections, the waste shall be stored in covered containers constructed in such a way as to prevent the escape of the waste.

(b) *Waste container enclosures.* The owner, lessee, tenant or any other person having the right to possession of all or a portion of any premises used for other than residential purposes, shall provide adequate and accessible enclosures for the storage of trash and waste in proper containers. Said enclosures shall either be in an area fully contained within a building or be in an area fully screened from public view by masonry or solid noncombustible fencing at least six feet in height. Uses existing prior to August 12, 1980, which have not complied with this provision, shall be exempt from this provision.

(c) *Residential areas.* No waste containers shall be stored in front of a residence, whether single-family or multiple-family, or in front of the residential building line closest to an adjacent street. Such containers may be placed as close to curbside as possible without obstructing the sidewalk or street in front of a single-family dwelling or multiple-family dwelling for collection purposes, for a period not to exceed 24 consecutive hours once each week.

(d) *Use of another's waste container.* It shall be unlawful for any person to put, place or dump garbage, trash, waste or waste material of any kind in, on, under or around the garbage or waste dumpster or other trash container belonging to another except where written permission for such use is granted by the owner or lessee of the real property on which the dumpster or other trash container is located.

Sec. 90-4. Nuisances and abatement procedures for rubbish and garbage.

It is the intent of the city to require the removal of rubbish and garbage of all kinds from lots and tracts of land within the city in the manner provided by Article XI, of Chapter 18, Buildings and Building Regulations. Failure to properly remove rubbish and garbage shall be sufficient cause for the city to avail itself of the procedures described in Division 1, Article III, of Chapter 38, Environment.

Sec. 90-5. Violations and penalty.

It shall be unlawful for any person to violate a provision of this Chapter. Violators shall be subject to the penalties as contained in Section 1-5 of the Arvada City Code and may also be subject to civil remedies. A separate offense shall be deemed committed upon each day such person is in violation of this Chapter unless otherwise provided in this Chapter.

Secs. 90-6 – 90-30. Reserved.

ARTICLE II. WASTE COLLECTION SERVICES

Sec. 90-31. Waste and recyclable handling and collection requirements.

(a) All residential waste and recyclables shall be drained of liquid before being deposited for collection.

(b) No person shall place, leave, deposit or dispose of any waste or recyclables on any street, alley or other public place, or on any private property, unless the waste or recyclables are wholly contained within a proper container for collection or proper arrangements have been made with the hauler to pick up additional or bulky items. Any accumulation of waste or recyclables in violation of this chapter is declared to be a nuisance and is prohibited.

(c) Waste and recycling containers shall be kept off the street, curb, sidewalk and all other public ways, except on the scheduled day of collection, and then only for a maximum of 12 hours before and 12 hours after the scheduled time of collection.

(d) Hazardous waste as defined by federal or state law, rule or regulation is not subject to collection and must be properly disposed of by residents at an authorized facility.

Sec. 90-32. Waste and recycling responsibility.

Waste and recyclable materials shall be gathered, deposited, disposed of, and placed in the manner provided for in this chapter by the owner, tenant, lessee or occupant of the property, or the agent or contractor of any of the foregoing, and each of the foregoing persons may be held jointly and severally liable for any violation of this chapter. Recycling containers shall be used only for collection of recyclable materials.

Sec. 90-33. City residential waste and recyclable materials collection services.

(a) The city's designated residential waste collection service provider shall furnish residential waste collection services as provided in this chapter for all residents within the city, except those specifically excluded in Section 90-37 below.

(b) Waste and recycling containers shall be provided by the city, or the city's designated residential waste collection service provider.

(c) All waste and recyclable materials shall be placed in waste and recyclable containers by the owner, tenant, or occupant of each residence. Containers shall be placed in the street or alley adjacent to each residence on a schedule as established by the city. If there is no adjacent alley, containers shall be placed on the street in front of the residence.

(d) Bulky items, as defined by the city, shall be removed by private arrangement with the city's residential waste collection services provider or another licensed provider authorized to haul waste within the city, or by the resident. Neither the city, nor its designated residential waste collection service provider, or licensed operators, shall have any obligation to collect or transport any waste or recyclables not in a proper container, nor any containers not properly placed for collection unless special arrangements have been made with the hauler.

(e) It shall be unlawful for any person to set out or allow to be set out, deposited, or stored for collection, any waste or recyclable materials other than that which has accumulated

from the regular residential use of the premises upon which such waste or recyclables are set out, deposited, or stored for collection.

Sec. 90-34. Residential waste and recycling hauling.

Nothing in this chapter shall prohibit any person from contracting for or hauling one's own waste and recyclable materials, providing it is collected and disposed of in conformity with all applicable city ordinances, rules and regulations.

Sec. 90-35. Waste services fees.

(a) City council shall, by resolution, establish the fees to be imposed on all city residents receiving city utility services, regardless of whether the city's residential waste collection services are actually utilized by such resident. The fees shall be billed in conjunction with the charge for city utility services and such fees shall be due and payable at the same time and place as the charge for city utility services.

(b) The fees for waste services and the charge for city utility services are hereby declared to be parts of one debt to the city insofar as the same relate to any one resident, and the refusal or failure to pay any part of such debt for any period of service shall be sufficient cause for the city to avail itself of any or all remedies as set forth and in accordance with the provisions of Article II of Chapter 102 of the Arvada City Code; except that water service shall not be disconnected for non-payment of the residential waste collection service fee.

(c) Waste services fee types and the properties subject to those fees are set forth in the table below:

Fee Type	Residential Property Subject to Fee
Bulky Item Events; Spring and Fall Yard Waste Events; Administrative Billing Costs	All residential properties except multifamily dwelling units with eight or more units
Minimum Service Fee	All residential properties that choose not to participate in the city's residential waste collection services, except those specifically excluded in section 90-37
Residential Waste Collection Services	All residential properties that participate in the city's residential waste collection services; fees dependent on cart size chosen by residents

Table 90-36(c)

(d) All fees collected pursuant to this Chapter shall be applied to the cost of administering waste services.

Sec. 90-36. Residential properties excluded from services.

Except as otherwise provided in this chapter, the city shall not provide residential waste collection services to the following:

(a) All commercial and industrial establishments and multifamily residences containing eight or more units are excluded from the city's residential waste collection services program and waste services fees.

(b) Residential properties that are part of a homeowners' association and have an active contract with a waste and recycling hauler as of December 31, 2020 are excluded from the city's residential waste collection services program but are still subject to the bulky events, spring and fall yard waste events, and administrative billing costs fee. Homeowners' associations must maintain an active waste and recycling contract and proof of an active contract must be provided to the city if requested.

- (1) Homeowners' associations that wish to join the city's residential waste collection services program must join pursuant to the city's current waste hauling agreement.
- (2) All homeowners' associations formed after December 31, 2020 shall be subject to the city's residential waste collection program and fees.

Sec. 90-37. Waste collection services accounting and budgeting.

The finance director shall segregate waste collection services, expenses and revenues separate from the general fund expenditures and revenues and provide a general accounting for the expenditures and revenues. For each budget cycle, a projection of residential waste collection services expenditures and revenues shall be made as part of the city budget process.

Secs. 90-38 – 90-50. – Reserved.

ARTICLE III. TRASH HAULER'S LICENSES

Sec. 90-51. License required.

(a) It shall be unlawful for any person to operate solid waste, recyclable materials, or compostable materials collection within the corporate limits of the city without first obtaining a trash hauler's license for such activity.

- (b) The following persons or entities are not required to obtain a license:
- (1) A civic, community, or charitable nonprofit organization that collects, transports, and markets materials for resource recovery solely for the purpose of raising funds for a charitable or civic activity;
 - (2) A person who transports solid waste or recyclable materials produced by such person;
 - (3) A property owner or agent thereof who transports solid waste or recyclable materials left by a tenant upon such owner's property, so long as such property owner does not provide solid waste collection service for compensation for tenants on a regular or continuing basis; and

- (4) A demolition or construction contractor or landscaper who produces and transports solid waste in the course of such occupation, where the solid waste produced is merely incidental to the particular demolitions or construction work being performed by such person.

Sec. 90-52. License application.

(a) Any person desiring to obtain a license to engage in the business of solid waste or recycling materials collection shall make written application to the City Clerk on forms provided by the city. The application must be completed in its entirety.

- (1) Each hauler licensed pursuant to this Chapter shall submit to the City Clerk as a part of the license application, a written plan describing how the recycling collection services will be provided, including the manner of separation and collection and the frequency of the collection. Any changes to the plan shall be submitted to the City Clerk prior to implementation of the change. This information may be disseminated by the city for public information purposes.

(b) The application shall be reviewed by the City Manager or his or her designee who shall conduct such additional investigation as he or she deems necessary and shall approve, approve with conditions, or deny the license.

(c) In determining whether to grant or deny a license, the City Manager shall take into consideration:

- (1) The character of the applicant or its officers or directors, especially any previous license violations or criminal convictions;
- (2) Whether licenses granted for the city are adequate to meet the reasonable needs of the community; and
- (3) If the applicant has previously done business in the city, the number of complaints received from the citizens concerning the applicant's operations.

Sec. 90-53. License administration.

(a) Every license issued by the city shall indicate the business name and address, the mailing address, and the license fee paid by the licensee.

(b) Every licensee who changes his business address shall notify the City Clerk promptly in writing.

Sec. 90-54. Administrative fees.

(a) Fees shall be as set forth and in accordance with the provisions of Division 2, Article VII of Chapter 2 of the Code. Fees shall be non-refundable and will not be pro-rated for partial years.

(b) All fees collected pursuant to this Chapter shall be applied to the cost of administering this Chapter.

Sec. 90-55. Term of license and renewal.

(a) All licenses issued hereunder shall expire on December 31 after the date of issuance, unless cancelled or revoked, and may be renewed upon submission of a completed application for renewal and payment of the required fee. The application shall include a current description of the business recycling program and any efforts the applicant has made to increase customer recycling. Licenses are non-transferable.

(b) The renewal application shall be reviewed by the City Manager or his or her designee who shall have the power to grant or deny such license renewal and to impose reasonable limitations and restrictions on any license renewed.

Sec. 90-56. License denial, cancellation, suspension, or revocation.

(a) A license may be denied, cancelled, denied renewal, suspended, or revoked for failing to properly comply with provisions in this Chapter or on the grounds that health, safety, or welfare of the community may be endangered by the continued operation of the licensee.

(b) A license may be denied, cancelled, denied renewal, suspended, or revoked by the City Manager. The licensee shall have the right to a hearing before a hearing officer appointed by the City Manager. The notice and hearing procedures will follow those procedures as set forth in Section 2-173 *et seq.* of the Arvada City Code.

(c) A license may be summarily suspended for no more than thirty days by the City Manager when required for the immediate protection of the public health, safety, and welfare. A hearing shall be scheduled as soon as may be reasonably possible.

Sec. 90-57. Recycling requirement.

(a) All haulers providing solid waste collection services to residential customers must also provide curbside recycling collection services to every residential customer served, except to multi-family buildings with eight units or more.

(b) Collection of recyclable materials may be offered by a hauler to multi-family buildings and commercial customers.

(c) All licensed haulers of recyclable materials and solid waste operating within the city shall have following duties and rights:

- (1) Except for materials which customers have not properly prepared for recycling, haulers may not dispose of recyclable materials set out by recycling customers by any means that result in the materials not being recycled or improperly disposed of.
- (2) The hauler shall establish such policies and procedures as are necessary to provide for the orderly collection of recyclable materials, including requirements regarding the preparation of materials for collection, the collection of recyclable materials and requirements for separation.
- (3) In the event that a hauler elects to perform collection of solid waste or recyclable materials through subcontractors or agents, such agency relationship shall not relieve the hauler of responsibility for compliance with the provisions of this Code and the rules promulgated hereunder.

- (4) All recyclable materials placed for collections shall be owned by and be the responsibility of the customer until the materials are collected by the hauler. The material then shall become the property and the responsibility of the hauler.
- (d) Frequency of collection.
- (1) Curbside recycling collection services shall be provided to residential customers on at least a twice-monthly basis and on the same day of collection of solid waste from the customer.
- (2) Haulers providing collection services to multi-family or commercial customers shall provide services for the collection of recyclable materials from such customers who desire such services on such frequency as is necessary to prevent overflow of the recycling containers.

Sec. 90-58. Designation of recyclable materials.

(a) The City Manager shall, periodically, after consultation with representatives of the licensed haulers operating within the city and representatives from recycling processing facilities in the region determine which items shall be designated for recycling collection. The list of designated recyclables shall be kept on file for public inspection in the City Clerk's Office.

(b) If market factors or other circumstances arise during a calendar year that severely impact a hauler's ability to comply with this Chapter, the hauler may provide such information in writing to the City Manager with a request that a particular material be removed from the list of materials designated for recycling. The hauler requesting the change shall continue to collect the recyclable materials designated by the City Manager until the City Manager notifies all licensed haulers that a particular item has been removed from the list of designated recyclable materials. A hauler may offer collection of additional recyclable materials not designated by the City Manager at any time, upon written notice to the City Manager and the City Clerk.

(c) All haulers shall be responsible for notifying their customers, no less than annually, of the items designated for recycling and how to prepare materials for recycling.

(d) The City Manager is authorized to promulgate such rules and regulations as are necessary to effectuate the implementation and enforcement of this Chapter.

Sec. 90-59. Records and reports.

(a) All haulers shall report to the city by March 31st of each year an annual recycling report for the previous year, on forms to be provided by the city. Such records shall be subject to the Colorado Open Records Act, C.R.S. §24-72-201 *et seq.*

(b) The City Manager or his or her designee shall review each licensed hauler's annual recycling report for compliance with the recycling requirements of this Chapter.

Sec. 90-60. Disposal of solid waste.

(a) All persons holding licenses pursuant to this Chapter and engaged in the business of the collection of solid waste shall dispose of all such solid waste at any disposal site which is approved by the State. No solid waste shall be disposed of at any other location either inside or outside of the city.

(b) No person shall operate any vehicle in such a manner as to deposit or litter on any public way with solid waste.

(c) All persons holding licenses pursuant to this Chapter are required to pick up solid waste properly prepared for disposal by the customer pursuant to any agreement between the hauler and the customer.

Sec. 90-61. Responsibilities of licensee.

The holder of a license under this article shall have the sole burden and responsibility of disposing of waste collected and shall hold the city harmless should any claim be made regarding the collection or disposal thereof.

Secs. 90-62 – 90-99. Reserved.

Section 2. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each part or parts thereof irrespective of the fact that any part or parts be declared unconstitutional or invalid.

Section 3. Effective date. This ordinance shall take effect July 1, 2021.

INTRODUCED, READ, AND ORDERED PUBLISHED this 4th day of May, 2020.

PASSED, ADOPTED AND APPROVED this 15th day of June, 2020.

Marc Williams

Marc Williams, Mayor

ATTEST:

Kristen R. Rush, City Clerk

City Clerk



APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: *Emily Grogg* *RM*

Publication Dates: May 7, 2020
June 25, 2020

Appendix L: Fort Collins Single Hauler Ordinance(s)

ORDINANCE NO. 027, 2023
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CHAPTER 12, ARTICLE II AND CHAPTER 15, ARTICLE XV OF THE CODE
OF THE CITY OF FORT COLLINS TO ALLOW FOR THE ESTABLISHMENT OF A CITY
WASTE COLLECTION PROGRAM AND GENERALLY UPDATING PROVISIONS OF
THE CODE GOVERNING WASTE COLLECTION WITHIN THE CITY

WHEREAS, on December 17, 2013, City Council adopted Resolution 2013-011 recognizing that the City's history of public education regarding recycling and solid waste reduction and waste reduction goals from 1985 through the adoption of Resolution 1999-139 and establishing the goal of diverting 50% of the community's waste stream from landfill disposal by 2010; and

WHEREAS, on October 21, 2014, City Council adopted Resolution 2014-098, establishing the City's Waste Diversion Policy with the goal of achieving "zero waste" by 2030 (with interim goals) and recognizing the City's "Road to Zero Waste" plan created to achieve this policy goal and the resulting direct economic and environmental benefits to the local and global community; and

WHEREAS, on March 16, 2021, City Council adopted Resolution 2021-031 approving and adopting the Fort Collins Our Climate Future Plan as a combined and comprehensive update to the City's Climate Action Plan, updated Energy Policy and Road to Zero Waste Plan articulating a commitment to mitigate climate change, and energy and waste reduction goals, including recycling and waste diversion as a vital strategy to reduce greenhouse gas emissions; and

WHEREAS, in 2021, the City Council directed City staff to examine ways to reduce the impacts of trash collection services in Fort Collins, including street wear, air quality, neighborhood aesthetics, noise, and other neighborhood impacts, and to identify ways to improve diversion rates for recyclable and compostable materials; and

WHEREAS, based on a study conducted by a contracted third party, having numerous heavy trash vehicles on City streets impedes the attainment of these goals and accelerates the deterioration of City streets, causing additional street maintenance costs of more than \$600,000 per year; and

WHEREAS, based on a study conducted by a contracted third party, having numerous trash vehicles on City streets impedes the attainment of greenhouse gas emission reduction goals by emitting an additional 1,200 metric tons of CO₂e per year; and

WHEREAS, at least four residential trash haulers currently provide service within the community, resulting in at least four trash trucks and four recycling trucks using residential streets to provide residential collection services each week, causing increased street wear, air pollution, noise, potential safety concerns, and other neighborhood impacts; and

WHEREAS, analysis of open market residential trash bills in Fort Collins indicates that residents currently pay 50% - 100% different prices for the same service, even from the same company in the same area of town and a contracted system would provide predictable uniform rates across the community; and

WHEREAS, additional yard trimmings collection is a key step to achieving climate and waste reduction goals and a contracted system allows for the opportunity to expand yard trimmings collection for a more affordable price than open market collection; and

WHEREAS, Colorado Revised Statutes (“C.R.S.”) § 30-15-401(7.5) authorizes the City to establish a residential waste collection program (the “Program”), through which the City can require municipal residents in single-unit residences and multi-unit residences with seven or fewer dwelling units to use or pay user charges for residential waste services; and

WHEREAS, on July 19, 2022, in Resolution 2022-079, the City Council directed City staff to design and issue a request for proposals for residential waste collection services, including trash and recycling collection services for purposes of establishing a waste collection program as authorized by C.R.S. § 30-15-401(7.5); and

WHEREAS, adoption of the Program would improve waste collection in the City including by: increased equity and lower pricing; increased composting of yard trimmings; reducing greenhouse gas emissions; saving on street maintenance; fewer trucks will drive through neighborhoods; and the Program will help ensure high level of waste collection customer service with enforcement capability; and

WHEREAS, adoption of the Program requires a series of changes to Chapter 12, Article II and Chapter 15, Article XV of the City Code; and

WHEREAS, the Code Changes include: establishing that single-family homes and multi-unit residences with seven or fewer dwelling units are within the Program and Program customers must pay the applicable rates and fees; establishing Program exclusions, including homeowners’ associations that meet certain requirements; authorizing variances for sharing service or for producing excess waste; establishing the administrative fee to be set by the City Manager; and creating a civil infraction for failure to meet Program requirement; and

WHEREAS, the Code Changes in this Ordinance include a variety of related and conforming changes to the provisions governing waste collection and waste collector licensing, including: clarifying Pay-As-You-Throw requirements; clarifying limitations on which types of fees collectors may charge customers; providing that collectors take ownership of certain kinds of waste when it is loaded into a vehicle and providing that collectors do not take ownership of hazardous waste or other waste that is not accepted at disposal facilities; amending yard trimmings collection requirements for all collectors to align with yard trimming requirements in the Program; and expanding the City Manager’s authority to examine records required to be retained by collectors.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That Section 12-16 of the Code of the City of Fort Collins is hereby amended by the addition of new definitions which read in their entirety as follows:

Division 1
General Requirements

Sec. 12-16. Definitions.

The following words, terms and phrases, when used in this Article shall have the meanings ascribed to them in this Section:

...

City's contracted waste collector shall mean the person licensed pursuant to Chapter 15, Article XV of this Code who enters into a contract with the City to provide collection services under the City's residential waste collection program and the City's dumpster waste collection program.

City's residential waste collection program or program shall mean the City's provision of residential waste collection services within the City through the City's contracted waste collector pursuant to §§ 12-28 through 12-33 of this Article.

City's dumpster waste collection program or dumpster program shall mean the City's provision of dumpster-based waste collection services to residential units, multi-family customers in dwellings with eight (8) or more units, and commercial customers who opt-in to the program by requesting dumpster service from the City's contracted waste collector pursuant to §§ 12-28 through 12-33 of this Article.

Commercial customers shall have the meaning set forth in § 15-411 of this Code.

...

Director shall have the meaning set forth in § 15-411 of this Code.

Dumpster shall have the meaning set forth in § 15-411 of this Code.

...

Group account shall have the meaning set forth in § 15-411 of this Code.

...

Large capacity container(s) shall have the meaning set forth in § 15-411 of this Code.

Medium capacity container(s) shall have the meaning set forth in § 15-411 of this Code.

...

Multi-family customer shall have the meaning set forth in § 15-411 of this Code.

...

Poly-cart shall have the meaning set forth in § 15-411 of this Code.

Program customer shall mean the owner or occupant of a residential unit or any person who opts-in to receive residential waste collection services.

...

Recyclable materials shall have the meaning set forth in § 15-411 of this Code.

Recycling shall have the meaning set forth in § 15-411 of this Code.

...

Residential customer shall have the meaning set forth in § 15-411 of this Code.

Residential waste collection services shall mean the collection, transportation and disposal of residential solid waste, recyclable materials and yard trimmings by the City's contracted waste collector through the City's residential waste collection service program.

Residential unit shall mean all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City, except for residential units excluded pursuant to § 12-29 and residential units for which a variance has been granted in accordance with § 12-30.

...

Small capacity container(s) shall have the meaning set forth in § 15-411 of this Code.

Solid waste shall have the meaning set forth in § 15-411 of this Code.

Solid waste collector shall have the meaning set forth in § 15-411 of this Code.

Volume capacity category of containers shall have the meaning set forth in § 15-411 of this Code.

Yard trimmings shall have the meaning set forth in § 15-411 of this Code.

Section 3. That Section 12-18 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 12-18. Collection and disposal of refuse and rubbish.

(a) The occupant and the owner of any premises wherein any refuse or rubbish is produced or accumulated shall be jointly and severally responsible to provide for collection service and removal of refuse and rubbish to the degree of service necessary to maintain the premises in a clean and orderly condition. They shall not contract or arrange for such collection and removal except with solid waste collectors licensed by the City under § 15-417 and, if applicable, as required by §§ 12-28 through 12-33 of this Article. An individual may dispose of his or her own refuse and rubbish, provided that it is properly disposed of at the Larimer County Landfill or at any other disposal site which is approved by the State, in conformity with all City and county regulations.

...

(d) When loaded into collector's vehicle, collector shall acquire title to and ownership of all non-hazardous waste that is accepted at a waste processing or disposal facility. Title to, ownership of and liability for any hazardous waste or waste that is otherwise not accepted at a processing or disposal facility shall remain with the generator of the waste and shall at no time pass to the collector.

Section 4. That Section 12-19 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 12-19. Group accounts for collection.

(a) Any person who solicits ~~solid waste~~ refuse collection services from a ~~solid waste~~ collector for residential customers through a group account shall arrange for such services in a manner that offers residential customers:

(1) Choices from amongst small, medium and large volume-capacity categories of the ~~refuse~~ containers for solid waste that are placed for collection by the residential customer;

(2) Charges to residential customers that are based upon such volume-capacity categories the small, medium or large capacity solid waste container, in a manner consistent with § 15-412(c); and

(3) Recycling services, including ~~refuse containers~~ Poly-carts required to be provided for recycling, in a manner consistent with § 15-413; and

(4) Yard trimmings collection, in a manner consistent with § 15-414.

(b) Any person who is subject to the requirements of Subsection (a) above shall provide written notice consistent with the notice required in Subsection 15-413(d) to all residential customers served through the group account. Said notice shall be given to all such residential customers no more than thirty (30) days after notice of rates per volume capacity category, ~~ies, related rates of~~ solid waste container and recyclable materials, ~~ing services and refuse-solid waste~~ container options have been provided by ~~the~~ solid waste collector. In addition, written notices shall be sent to all

new residential customers who join the group account after the date of the original notice. Said additional notices shall be given to each new member no more than ten (10) days after the new member joins the group account. Said notice shall also be provided to all residential customers once per calendar year. A copy of the form of each such notice, a list of recipients of the notice, and a record of the date and manner of distribution shall be retained by the person providing the notice for a period of five (5) years from the date each notice was provided, and shall be made available to the City for inspection upon request during said period of time.

(c) No person who is subject to the provisions of Subsection (a) above shall in any way discourage or provide disincentives to any current or prospective residential customer served through a group account who wishes to select a volume capacity category or level of recycling service that is different from that selected by other residential customers served through such account.

~~(d) For the purposes of this Section, the terms contained herein shall have the same meanings as in § 15-411.~~

Section 5. That Section 12-22(b) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec 12-22 – Required recycling.

...

(b) *Cardboard.* No person shall place recyclable cardboard in solid waste refuse containers for collection, nor shall any person bury or otherwise dispose of recyclable cardboard in or on private or public property within the City. All recyclable cardboard must either be stored and presented or delivered to a licensed solid waste collector for recycling in accordance with the provisions of Subsection 15-413(ec) or delivered directly to a qualified recycling facility appropriate for recyclable cardboard.

Section 6. That Section 12-27 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 12-27. Violations and penalties.

Any person who violates § 12-18 of this Article, or who violates Subsection 12-22(b), or Subsection 12-22(c) as it relates to Subsection 12-22(b), commits a civil infraction and is subject to the penalty provisions of Subsection 1-15(f). Any person who violates any other provision of this Article §§ 12-18 through 12-26 also commits a misdemeanor. All such misdemeanor violations are subject to a fine or imprisonment in accordance with § 1-15.

Section 7. That Chapter 12 of the Code of the City of Fort Collins is hereby amended by the addition of new Sections 12-28 through 12-33, which read in their entirety as follows:

Division 2 ***City's Residential Waste Collection Program***

Sec. 12-28. City's residential waste collection program.

The City shall provide residential waste collection services for all program customers, except for those residences excluded pursuant to § 12-29 and those residences for which a variance has been granted in accordance with § 12-30.

Sec. 12-29. Program exclusions and opting-in to the program.

(a) All commercial customers and multi-unit residential buildings containing eight (8) dwelling units or more are excluded from the City residential waste collection program, except that multi-unit residential buildings containing eight (8) dwelling units or more may elect to participate in the City's residential waste collection program subject to the requirements set forth in this Article.

(b) All residential units served by a dumpster are excluded from the City residential waste collection service program.

(c) Commercial customers, multi-family customers, and owners or occupants of a residential unit served by a dumpster may elect to participate in the City's dumpster program by requesting service from the City's contracted waste collector subject to the program requirements set forth in the City's waste collection contract and as contained in this Article.

(d) Group accounts formed prior to March 17, 2023, conforming with all applicable requirements of this Article and of Chapter 15, Article XV of the City Code, are excluded from the City's residential waste collection program while under the agreement with the solid waste collector. Such group accounts, however, may elect to participate in the City's residential waste collection service program, subject to the requirements set forth in this Article. All group accounts formed on or after March 17, 2023, shall be subject to the City's residential waste collection program, unless otherwise excluded.

Sec. 12-30. Variances.

(a) Program customers may request a variance from the program to apply to a residential unit pursuant to this Section. Program customers may request a shared service variance under Subsection (d)(1) of this Section or an excess waste variance under Subsection (d)(2) of this Section.

(b) Upon receipt of a request for variance, the Director shall either approve the variance or disapprove the variance based on the applicable standard provided in Subsection (d) of this Section. A copy of the approved or disapproved variance shall be sent by the City to the requestor of the variance and to the City's contracted solid waste collector.

(c) A variance granted under this Section shall be valid for twenty-four (24) months. A granted variance shall exclude the grantee's residential unit from the City residential waste

collection service program for the duration of the variance and accordingly, the grantee shall not be subject to any of the requirements of §12-32 for that period, including any requirement to pay the City's contracted waste collector any charge or fee under the City's residential waste collection program.

(d) Program customers may request a variance from the program for the following situations:

(1) A shared service variance may be granted by the City in accordance with the following provisions:

a. A program customer may request from the City a variance for sharing residential waste collection services provided under the City's residential waste collection program with one or more other program customers.

b. The variance shall only be granted if the program customer provides proof, to the reasonable satisfaction of the Director, that the program customer shares residential waste collection services with one or more other residential units and that the program customers together consistently produce combined total solid waste in an amount equal to or less than the smallest volume of solid waste service offered by the City's contracted waste collector.

c. Only one (1) variance shall be granted per approved request, meaning that only one (1) program customer in a group of program customers sharing service is eligible to receive a variance. Program customers sharing service may collectively agree to how to share the financial benefit of the variance.

(2) An excess producer shall only be granted if the program customer provides proof, to the reasonable satisfaction of the Director, that the program customer consistently produces solid waste in an amount greater than the volume of the largest cart service offered by the City's contracted waste collector.

Sec. 12-31. Freedom to contract; freedom to self-haul.

Nothing in this Article shall prohibit any program customer from contracting for or hauling their own solid waste, recyclable materials, or yard trimmings, provided it is collected and disposed of in conformity with all applicable City rules and regulations.

Sec. 12-32. City contract; City administrative fee; rates.

(a) The City may enter into an agreement with a licensed collector to become the City's contracted waste collector. The City's contracted waste collector shall provide residential waste collection services under the City's residential waste collection program and the dumpster program. The contract shall establish all appropriate terms and conditions, including rates for residential waste collection services, for the contracted waste collector's provision of residential

waste services to the City. The contract shall also establish all appropriate terms and conditions for the dumpster program. All rates under the contract shall be in amounts that reasonably relate to the services provided for such rates. The City Manager may approve and execute future amendments to the contract that the City Manager, in consultation with the City Attorney, determines to be necessary and appropriate to facilitate the program, so long as such amendments do not increase costs to program customers without a commensurate service improvement, substantially modify the purposes of the contract, or increase the obligations and responsibilities of the City as set forth in the contract.

(b) There is established a City administrative fee to be imposed on each program customer and dumpster program customer in the amount not to exceed one dollar and thirty-five cents (\$1.35) per month to defray the City costs of administering the program. The administrative fee shall be remitted to the City in accordance with the terms of the City's contract with the collector. The administrative fee amount shall be determined by and adjusted as necessary by the City Manager in accordance with Chapter 7.5 of this Code, provided it does not exceed one dollar and thirty-five cents (\$1.35) per month.

(c) Each program customer shall pay to the City's contracted waste collector the applicable rate for the solid waste, recyclable materials, and yard trimmings collection service provided, in addition to the administrative fee established under Subsection (b) of this Section.

(d) If a program customer who has not received a variance under §12-30 elects to not use the services provided by the City's contracted waste collector, the program customer shall pay the City's contracted waste collector the administrative fee established under Subsection (b) of this Section and the rate for the minimum level of solid waste service, which is nine dollars and seventy-five cents (\$9.75) per month for the period from September 30, 2024, to September 29, 2025, and which shall increase by three percent (3%) annually and as otherwise provided for by the City's waste collection contract.

(e) Each dumpster program customer shall pay to the City's contracted waste collector the applicable rate to the City's contracted waste collector for the dumpster services, in addition to the administrative fee established under Subsection (b) of this Section. The dumpster program is only available if provided for pursuant to the contract. Pricing for such service through the dumpster program shall be as defined in the contract with the City's residential waste collector.

(f) The City's contracted waste collector shall not impose any rate, fee, charge, surcharge or any other assessment of any kind to any program customer except those expressly authorized in and pursuant to the contract. For clarity and without limitation, this Section prohibits the City's contracted waste collector from imposing any charge authorized in Article XV of Chapter 15 of this Code to program customers.

Sec. 12-33. Violations and penalties.

Any person who violates any provision of §§ 12-28 through 12-32 of this Code, whether by acting in a manner declared to be unlawful or by failing to act as required, commits a civil infraction and shall be subject to the penalty provisions of Subsection 1-15(f) of this Code.

Section 8. That Section 15-411 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-411. Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section:

...

City's residential waste collection program or *program* shall have the meaning set forth in § 12-16.

City's contracted waste collector shall have the meaning set forth in § 12-16.

Collector shall mean a person ~~or entity~~ providing collection service for solid waste, ~~and/or~~ recyclables, ~~and/or~~ food scraps, ~~and/or~~ yard trimmings.

Commercial customers shall mean any premises utilizing collection service where a commercial, industrial or institutional enterprise is carried on, including, without limitation, retail establishments, restaurants, hospitals, schools, day care centers, office buildings, nursing homes, clubs, churches and public facilities. Customers, other than residential customers, serviced using any type of collection container, including without limitation poly-carts, dumpsters, or roll-off bins, are considered commercial customers unless the service is provided for an active construction or demolition project permitted by the City building department. *Customers at residential properties who use a dumpster for solid waste collection are commercial customers.*

Communal system for the collection of waste shall mean an arrangement for the collection of ~~waste~~ *refuse* from multiple properties or residences using collection containers shared by those properties or residences.

...

Extra-large capacity container shall mean two (2) large capacity containers or the equivalent volume thereof.

Extra-small capacity container shall mean container or solid waste service for a volume of solid waste less than that held by the small capacity container.

...

Group account shall mean a customer account for ~~solid waste collection services that provides for collection of waste~~ *of refuse* from multiple residential customers, regardless of the method by which such services are contracted or arranged. An account for service arranged by a single property owner for collection of solid waste from multiple locations owned by that property owner shall not constitute a group account for the purposes of this Article.

...

Poly-cart shall mean a durable, watertight, plastic, wheeled container with a tightly fitting, rodent proof lid, manufactured and used for the collection of ~~refuse~~ **solid waste**, recyclable materials, ~~food store~~ food scraps, or yard trimmings. For multi-family or commercial customers, a dumpster or roll-off bin with aggregate volume of multiple poly-carts shall be deemed to constitute one (1) or more poly-carts.

...

Recycling shall mean the process of recovering useful materials from ~~solid waste~~ **refuse**, including items for reuse.

Recycling collector shall mean a person ~~or entity~~ providing recyclable **materials** collection service.

...

Residential customer shall mean a customer at a residential property for which a communal system for the collection of waste is not employed **and which does not use a dumpster for solid waste collection**.

...

Solid waste shall mean all refuse, putrescible and nonputrescible waste, excluding discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial appliances, hazardous wastes, materials used as fertilizers or for other productive purposes and recyclable materials **or yard trimmings or food scraps** ~~which~~ **that** have been source separated for collection.

...

Source separation shall mean to separate ~~solid waste~~, recyclable materials, food scraps ~~and~~ **or** yard trimmings **from solid waste** at the waste source.

Volume capacity category of containers shall mean **extra-small capacity containers**, small capacity containers, medium capacity containers, ~~or~~ large capacity containers, **or extra-large capacity containers** placed for collection of solid waste, recyclable materials, food scraps or yard trimmings.

...

Section 9. That the definition "Existing customers" contained in Section 15-411 of the Code of the City of Fort Collins is hereby deleted.

~~Existing customers shall mean customers with whom a collector has a written contract for collection services or for whom a collector is providing collections services, but not recycling services, as of December 31, 2016.~~

Section 10. That Section 15-412 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-412. License requirement.

...

(b) *Exemptions.* The following persons or entities are not required to obtain a solid waste or recyclable collection license:

(1) A civic, community, benevolent or charitable nonprofit organization that collects, transports and markets materials for resource recovery solely for the purpose of raising funds for a charitable, civic or benevolent activity;

(2) A person who transports ~~solid waste or recyclable materials~~ refuse produced by such person;

(3) A property owner or agent thereof who transports ~~solid waste, recyclable materials, yard trimmings or food scraps~~ refuse left by a tenant upon such owner's property, so long as such property owner does not provide collection service for compensation for tenants on a regular or continuing basis;

(4) A demolition or construction contractor or landscaper who produces and transports ~~solid waste~~ refuse in the course of such occupation, where the ~~solid waste~~ refuse produced is merely incidental to the particular demolition, construction or landscape work being performed by such person.

(c) *Volume-based rates for solid waste service.*

(1) Any person licensed to operate as a solid waste collector within the City shall charge all residential customers, including, but not limited to, residential customers provided service through a group account, on the basis of the volume capacity category of the solid waste containers placed for collection by each residential customer. Solid waste collectors shall determine a rate for, and offer to residential customers, the small capacity container solid waste service, and that rate shall be used to determine the rates for all other service levels in accordance with the following:

a. Medium capacity container solid waste service shall be two (2) times the rate of the small capacity container solid waste service.

b. Large capacity container solid waste service shall be three (3) times the rate of the small capacity container solid waste service.

c. Extra-large capacity container solid waste service shall be six (6) times the rate of the small capacity container solid waste service.

d. A solid waste collector may offer extra-small capacity container solid waste service, the rate for which shall be less than the rate of the small capacity container solid waste service.

e. The City's contracted waste collector shall charge customers under the City's residential waste collection program the rates established in the City's contract with the City's contracted waste collector. ~~Said charges shall be based upon the solid waste container size, rather than the volume of solid waste actually deposited within such containers by the residential customers. The charge for additional solid waste containers of the same volume capacity category shall be no less than one hundred (100) percent of the charge for the first such container.~~

(2) The charge for solid waste placed for collection that exceeds the ~~volumes in excess of a customer's service subscription level (based on volume capacity category)~~ shall be proportional ~~by volume~~ to the collector's standard rate for a small capacity container (for example, a customer who placed out an extra thirty-two (32) gallon bag of solid waste would be charged one-quarter (1/4) the monthly rate for the small capacity container service as the bag would be equivalent to the amount of small capacity container service volume provided per week).

a. A poly-cart in which the lid is unable to close due to the presence of solid waste is considered to contain excess solid waste and the solid waste collector must charge the customer accordingly.

b. Determining whether a customer has placed excess solid waste out for collection shall be made on an individual pick-up date basis. Solid waste collectors shall not "average" pick-up volumes (to allow for excess solid waste at one (1) time offset by a lower volume at another time).

(23) In order to further ensure that the charge for the collection of solid waste is based upon volume as required above, any ~~person licensed as a~~ solid waste collector ~~shall~~ may provide to each residential customer containers (which may include disposable bags), or labels to be attached to customer-provided disposable bags, showing the volume capacity category of such bags, ~~or shall establish another system for accomplishing the same purpose which is acceptable to the City.~~

(4) A solid waste collector shall arrange for provision of service to each group account in a manner that results in an individual selection by each individual residential customer of a level of service that includes at a minimum the small, medium and large capacity containers and ~~from the full range of volume capacity category container sizes and levels of service offered by the collector. In the case of a group account, the solid waste collector shall require a written contract confirming that is compliance~~ compliant with the provisions of this Article and § 12-19.

(35) In offering or arranging for services, a collector shall provide reasonable notice of the full-range of volume capacity category container sizes or levels of service offered by the solid waste collector, and shall provide to each residential customer that customer's requested volume capacity category container size or level of service.

(46) It shall be unlawful for any person to knowingly attach any label to a container exceeding in volume the volume capacity category shown on, or represented by, such label, and to place said container for collection.

(57) Residential solid waste shall be collected curbside. No collector shall collect or transport solid waste, recyclables, food scraps or yard trimmings which have not been placed for collection through such system or in containers upon which such labels have been attached.

(68) The provisions of this Subsection 15-412(c) shall not be construed as prohibiting any collector from also establishing rules and regulations policies regarding the maximum weight of containers of solid waste and/or recyclable materials.

~~(7) A collector shall not collect any overloaded container unless the collector accounts for and bills the customer the appropriate fee or charge for the collection of such excess solid waste. Loading of a container so as to prevent the lid of the container from closing securely shall be deemed to constitute overloading of the container for the purposes of this provision. The determination of overloading and charges therefor shall be made on an individual pick-up date basis, and there shall be no "averaging" of pick-up volumes to allow for overloading at one (1) time offset by a low volume at another time.~~

(d) *Fixed fees for prepaid disposable bags or labels for solid waste service.*

(1) Where prepaid disposable bags or prepaid labels for customer-provided disposable bags (rather than reusable containers) are provided by a solid waste collector to its customers for solid waste collection services, solid waste collectors may, but are not required to, charge a fixed fee for the purpose of covering the fixed operational costs of routing service trucks for such collections in addition to the volume based rates for the prepaid bags or labels under Subsection 15-412(c) above.

...

(e) *Service surcharge for solid waste service.*

(1) In addition to the volume-based rates and excess solid waste charges required pursuant to Subsection 15-412(c) above, the charge allowed in Subsection 15-413(a)(4) and any fixed fees permitted under Subsection 15-412(d) above for collection of prepaid disposable bags or prepaid labels for customer-provided disposable bags, collectors may, but are not required to, charge a service surcharge to residential customers. A service surcharge may be imposed only to cover fluctuating operational costs of doing business outside of a collector's control (such as, for example, fuel costs or market based recycling

fees paid by collectors). A service surcharge shall be permitted and charged only as set forth in **this** Subsection 15-412(e).

...

(4) A collector may not impose any other rate, fee, charge, surcharge, or any other assessment of any kind to any customer. Fees, charges, surcharges etc. not allowed include without limitation those for service termination or for cart pickup.

...

Section 11. That Section 15-413 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-413. Recycling requirement.

(a) Curbside/~~on-site~~ collection—Residential.

(1) Solid waste collectors shall provide residential solid waste customers curbside collection of recyclable materials for no additional charge. ~~Each solid waste collector licensed by the City shall provide to each residential customer in the City, as a part of any solid waste collection services provided by such solid waste collector and without additional charge other than a service surcharge under Subsection 15-412(e), the collection at curbside of both solid waste and recyclable materials. Charges for s~~Such basic service provided to each residential customer shall include recyclable materials **collection** in an **amount** ~~minimum amount~~ equal to at least eighteen (18) gallons and need not be more than two (2) large-volume capacity containers. **If a customer declines recyclable materials collection, solid waste collectors may not reduce the cost of collection service.** ~~No collector shall be permitted to divide or diminish charges for the provision of such basic service at the request of such customer or for any other reason.~~

(2) Solid waste collectors shall provide curbside recyclable materials collection services on the same day of the week as they collect solid waste from the customer, **except for residential customers located within mobile home parks.** ~~All collectors providing solid waste collection services to residential customers shall provide curbside recycling collection services at least once per week and on the same day of the week as the day of collection of solid waste from the customer; provided, however, that collection of recyclable materials need not be accomplished on the same day as the collection of solid waste for residential customers located within mobile home parks. After a collector has offered and made available to its residential customers medium and/or large capacity containers for recycling, said collector may modify its recycling collection schedule to a minimum of two (2) collections per month as long as curbside recycling collection services are provided on the same day of the week as the day of collection of solid waste from the residential customer. When a residential customer has two (2) large capacity containers for recycling collection, collectors may require that all recyclable materials fit inside the container provided to a residential customer.~~

(3) If solid waste collectors offer residential customers only the choice of an eighteen (18) gallon recycle tub, the solid waste collectors must provide recyclable materials collection at least once per week. Solid waste collectors that offer residential customers medium and/or large capacity containers for recycling may provide recyclable materials collection a minimum of two (2) times per month.

(4) When a residential customer has two (2) large capacity containers for recycling collection, collectors may require that all recyclable materials fit inside the provided containers or charge the customer an excess recyclable materials fee equivalent to the excess solid waste fee for recyclables placed for collection outside the recyclable materials cart.

(b) ~~On-site collection—Multi-family and commercial~~ *solid waste and recyclable materials collection.*

(1) Each solid waste collector licensed by the City shall, ~~provide recyclable materials collection service to upon request, provide to each multi-family customers and commercial customers (and any other customers receiving solid waste collection services through a communal system of waste collection)~~ as a part of any solid waste collection services provided by such solid waste collector, the collection of recyclable materials. Such Solid waste collectors shall be permitted to ~~must charge multi-family and commercial customers for the minimum recycling service described in Subsection 15-413(b)(2) impose an additional charge to multi-family and commercial customers (and other customers receiving solid waste collection services through a communal system of waste collection)~~ for the collection of recyclable materials, which may be itemized separately on bills. Solid waste collectors shall not exclude the cost of minimum recycling service unless such customer is granted a variance in accordance with Subsection 15-413(b)(3).

(2) ~~The amount of recyclable materials collection that shall be provided to~~ The volume of recyclable materials collection service for each multi-family and commercial customer as a part of such basic services ~~service for multi-family and commercial customers~~ shall be ~~not less than at least~~ one-third ($\frac{1}{3}$) of the total collection volume (including both solid waste and recyclables) for such customer based on the size of solid waste containers provided to such customer and the service frequency ~~provided to such customer~~ ("minimum recycling service"). For example, if such a customer is provided with pick-up of a 4-cubic-yard trash container that is collected once per week, the collector shall also provide minimum recycling service in an amount equal to not less than a 2-cubic-yard recycling container as a part of such basic services (Two (2) cubic yards is one-third ($\frac{1}{3}$) of the total service volume (including both solid waste and recyclables) of six (6) cubic yards).

(3) The City may grant a commercial or multi-family recycling customer a variance from the recycling requirements in Subsections 15-413(b)(1) and (2) in accordance with the following provisions:

~~Commencing January 1, 2017, each solid waste collector licensed by the City shall provide to new and existing multi-family and commercial customers covered under Subsection~~

~~15-413(b)(1) (and other customers receiving solid waste collection services through a communal system of waste collection) as a part of any solid waste collection services provided by such collector, the minimum recycling service calculated under Subsection 15-413(b)(2), in accordance with the schedule set forth in Subsection 15-413(b)(3). Each solid waste collector licensed by the City must add minimum recycling service to the solid waste collection service provided to existing multi-family and commercial customers not receiving recycling service as of December 31, 2016 ("unserved multi-family and commercial customers") in accordance with the following schedule:-~~

~~a. — by December 31, 2018, forty (40) percent of its unserved multi-family and commercial customers; and~~

~~b. — by June 30, 2021 one hundred (100) percent of its multi-family and commercial customers.~~

~~Thereafter, the cost for minimum recycling service must be billed in addition to the cost of solid waste collection service for all multi-family and commercial customers. The charge for both such services may be itemized separately for billing purposes, but shall not be reduced to exclude the cost of minimum recycling service unless a variance is granted in accordance with this Subsection 15-413(b)(3).~~

~~A variance may be granted by the City in accordance with the following provisions:~~

(i) If a collector's multi-family ~~or~~ **customer or** commercial customer ~~declines~~**seeks** to **not** participate in minimum recycling collection services offered by a collector due to space constraints, self-hauling recyclables to recycling drop-off center, utilization of a separate licensed recycling collection provider other than the solid waste collector, failure to generate recyclables, or if only available location for recycling bin is not safely serviceable by hauler, the customer must submit a written request for variance on a form provided by the City and signed by the customer. A recycling bin location that is not safely serviceable is defined as a location that is substantially less safe to service than the trash bin service area for that location. Upon receipt of such a request for variance, the Director shall either approve the variance for good cause shown, or disapprove the variance. A copy of the approved or disapproved variance shall be sent by the City to the solid waste collector servicing that customer.

...

~~(4) — Collectors providing collection services to a multi-family customer, and/or commercial customers, or any other customer receiving solid waste collection services through a communal system of waste collection shall provide services for the collection of recyclable materials from such customers with such frequency as is necessary to prevent overflow of the recycling containers.~~

(5) ~~Collectors shall provide each multi-family customer, and commercial customer or other customer receiving solid waste collection services through a communal system of waste collection with educational guidelines for recycling and signage for use inside its facilities, which guidelines and signage may be designed and provided by the collector and approved by the City or the collector may utilize City provided guidelines and signage for this purpose.~~

(c) ~~Collection of recyclable materials; duties of collectors~~ **Recyclable materials collection containers, collection vehicles and related duties.** All licensed collectors of recyclable materials and solid waste operating within the City shall have the following duties:

(1) Except for materials that customers have not properly prepared for recycling, collectors may not commingle designated recyclable materials with refuse, nor dispose of recyclable materials set out by recycling customers by any means other than at a qualified recycling facility. Recyclable materials shall include all those materials designated by the City Manager pursuant to § 15-416 as materials which collectors must offer to collect for recycling.

(2) ~~Collectors shall provide to each residential solid waste customer who utilizes recycling services within the City a container for storing and setting out recyclable materials meeting the requirements of Subsection 15-413 (c), clearly marked as a recyclables container with words or symbols or both. Collectors must annually offer each residential recycling customer, in writing, a choice of a medium capacity or large capacity recycling container. The collector must provide the requested container without additional charge to such customer, except that the collector may require the payment of a refundable damage or loss deposit or a charge for lost or damaged containers, not to exceed the actual cost of the container. The collector must provide a container for recycling to all residential recycling customers except those customers who expressly decline a container, and must provide a container to any customer at any time upon request within one (1) billing period after the request is made. Collectors shall provide recycling containers to multi-family and commercial customers (in the form of containers, dumpsters, or roll-off bins as deemed appropriate for servicing the location) and with a capacity sufficient to meet one-third (1/3) of service as recycling volume requirement. Regardless of the type of container, it must be clearly identifiable as a recycling container and include a conspicuous chasing arrows decal on the side(s) of the container accessed by service or pedestrian access, as well as signage such as stickers or weather-resistant laminated posters or imprinting into the surface of the container during manufacture, of recyclable materials accepted in local collection programs, including graphics depicting acceptable materials; such information may be delivered by use of City provided graphics or graphics provided by the collector and approved by the City. Any vehicle used for the collection of recyclables must be clearly and unambiguously marked as a recycling truck, whether by permanent decals or markings, or by signage or placards displayed at all times during such use.~~

(3) Collectors must provide a recyclable materials container to any customer at any time upon request within one (1) billing period after the request is made.

(4) The following requirements shall apply for residential customers:

a. Unless a customer expressly declines it, the collector must provide residential solid waste customers a rigid recyclable materials collection receptacle that meets the requirements of this Subsection 15-413(c). The recyclable materials container must be clearly marked as a recyclables container with words or symbols or both and must be provided to the customer without additional charge.

b. Collectors must offer in writing the choice of a medium capacity or large capacity recycling container to each residential recycling customer annually.

(5) The following requirements shall apply for commercial customers:

a. Solid waste collectors shall provide recycling containers to multi-family and commercial customers (in the form of containers, dumpsters, or roll-off bins as deemed appropriate for servicing the location) and with a capacity sufficient to meet one-third ($\frac{1}{3}$) of service as recycling volume requirement.

b. Regardless of the type of recyclable materials container, it must be clearly identifiable as a recycling container and include the following:

1. A conspicuous chasing arrows decal on the side(s) of the container accessed by service or pedestrian access; and

2. Signage such as stickers or weather-resistant laminated posters or imprinting into the surface of the container during manufacture, of recyclable materials accepted in local collection programs, including graphics depicting acceptable materials. Such information may be delivered by use of City-provided graphics or graphics provided by the collector and approved by the City.

~~(3) — The collector may establish such reasonable and industry accepted requirements for the preparation of materials for recycling as are necessary to provide for the orderly collection of recyclable materials, including requirements regarding the preparation of materials for collection, the collection of recyclable materials and requirements for source separation.~~

~~(4) — All recyclable materials placed for collection shall be owned by and be the responsibility of the customer until the materials are collected by the collector. The material then shall become the property and the responsibility of the collector. No person other than the customer or the collector of recyclable materials shall take physical possession of any recyclable materials placed for collection.~~

~~(5) — Any vehicle used for the collection of recyclables must be clearly and unambiguously marked as a recycling truck, whether by permanent decals or markings, or by signage or placards displayed at all times during such use.~~

(d) *Recyclable materials preparation and ownership.*

(1) The collector may establish such reasonable and industry-accepted requirements for the preparation of materials for recycling as are necessary to provide for the orderly collection of recyclable materials, including requirements for source separation.

(2) All recyclable materials placed for collection shall be owned by and be the responsibility of the customer until the materials are collected by the collector. Upon collection, the collector shall take title to and ownership of the recyclable materials. Title to, ownership of and liability for any hazardous waste or waste that is otherwise not accepted at a processing or disposal facility shall remain with the generator of the waste and shall at no time pass to the collector. No person other than the customer or the collector of recyclable materials shall take physical possession of any recyclable materials placed for collection, with the exception of City staff or their agents who make take physical possession of de minimis amounts of recyclable materials to conduct informational studies. Such materials must be recycled properly after completion of a study.

(de) *Customer notification.*

(1) Upon the initial provision of collection services to new residential customers, and on or before December 31 of each year with respect to existing residential customers, collectors shall notify in writing such customers of:

...

d. such rules and regulations **policies** as have been established by the collector for the orderly collection of recyclable materials as authorized pursuant to Subsection 15-413(b)(2) **412(c)(8)**;

...

(2) For group accounts, the notices required hereunder may be sent to the group representative for said account, provided that such notice shall further notify said representative of its obligation to **provide** ~~notify~~ all individual residential customers within the group ~~of the availability of recycling services and the terms of variable rate service options~~ **of this same information**, pursuant to Subsection 12-19(b).

Section 12. That Section 15-414 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-414. - Optional service—Residential yard trimmings.

(a) *Residential service required.* ~~As of April 1, 2017, e~~ Each solid waste collector licensed by the City shall make available to each residential customer receiving solid waste collection services, including customers receiving solid waste collection services through a group account, curbside collection of residential yard trimmings at least once per week from April **1** to November **30** of each year upon a customer's request. **As of September 30, 2024, each solid waste collector licensed**

by the City shall enroll each residential customer receiving solid waste collection services, including customers receiving solid waste collection services through a group account, in curbside collection of residential yard trimmings to be serviced at least once per week from April 1 to November 30 of each year and offer each residential customer the option to decline such service.

(b) *Rates.* Collectors shall be responsible for setting rates for collection of residential yard trimmings and such charges ~~may be billed separately~~ from any charges for basic services, as defined in § 15-411 to include collection of solid waste and recyclable materials, provided by the collector, and shall not be governed by the requirements of Subsection 15-412(c), provided that the City's contracted waste collector shall bill for yard trimmings services in accordance with the City's contract waste collection program for that program's customers. Beginning on September 30, 2024, collectors shall not list yards trimmings collection as a separate line item on customers' bills and beginning on that date yard trimmings collection shall be included within the charges for basic services, unless the customer has declined yard trimmings collection service.

(c) *Disposal of yard trimmings.* Collectors may not comingle yard trimmings with ~~refuse~~ **solid waste** or recyclable materials, nor dispose of yard trimmings at a landfill. Yard trimmings shall be disposed of by the collector at a location or facility permitted to collect organic materials for recycling, reuse or composting.

Section 13. That Section 15-415 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-415. Collection of food store food scraps.

(a) *Frequency of collection.* Collectors providing food scraps collection service to food stores shall provide collection with such frequency as is necessary to ~~prevent~~ **prevent** overflow of containers. Service must be provided at least once per week, but no less frequently ~~than~~ **than** may be required by the Larimer County Department of Health and Environment.

(b) *Collectors—Duties.* All licensed collectors of food scraps operating within the City shall have the following duties:

(1) Except as permitted by variance allowed under Subsection 12-23(a), collectors may not comingle food scraps with ~~refuse~~ **solid waste** or recyclable material or dispose of food scraps by any means other than at a location or facility permitted by the State of Colorado to collect such material (but not to a landfill).

(2) A collector may establish such reasonable and industry-accepted requirements for the preparation of food scraps as are necessary to provide for the orderly collection of such materials, including requirements ~~regarding the preparation of materials for collection, the collection of materials, and requirements for separation~~ **for source separation**.

...

Section 14. That Section 15-417 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-417. - Application for license.

(a) Any person desiring to obtain a license to engage in the business of being a collector of solid waste, recyclable materials, food scraps, or yard trimmings within the City shall make written application to the Director on forms provided by the City. All applications for renewal of a license by a licensed collector must be submitted no later than November 30 in advance of the new license year. The application shall include, without limitation, the following information:

...

(3) A list of motor vehicles or fleets of human powered vehicles owned and/or operated by the applicant directly in the collection of solid waste, recyclables materials, food scraps, and/or yard trimmings, or operated or located at any time in the City during the current or pending license year, including vehicle make, color, year, U.S. Department of Transportation safety inspection identification number, cubic yard capacity, Colorado license plate number and empty tare weight where applicable.

...

Section 15. That Section 15-420(d) of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-420. - Plans, recordkeeping and reports.

...

(d) Each collector licensed pursuant to this Article shall maintain accurate and complete records of the service provided to each customer, the charges to such customer and payments received, the form and recipients of any notice required pursuant to this Article, and any underlying records, including any books, accounts, contracts for services, including contracts for group accounts, written records of individual level of service requests, invoices, route sheets or other records necessary to verify the accuracy and completeness of such records, and copies of all applications for and documentation pertaining to all requests for variance pursuant to Subsection 15-413 (b)(3) above. It shall be the duty of each collector to keep and preserve all such documents and records, including any electronic information, for a period of three (3) years from the end of the calendar year of such records, except for paper records of route sheets, which may be discarded one (1) year after the end of the calendar year of such route sheets. Notwithstanding any other requirement of this Article, a collector shall allow the City Manager, or their designee, to inspect any of the records referenced in this subsection when provided with seven (7) days advance written notice.

...

Section 16. That Section 15-422 of the Code of the City of Fort Collins is hereby amended to read as follows:

Sec. 15-422. Identification of vehicles.

Each vehicle used by a collector to provide services within the City pursuant to a license issued under this Article shall bear an identification sticker issued by the Financial Officer in a conspicuous place upon the vehicle, which identification sticker shall be issued by the Financial Officer at the time the license is granted.

Introduced, considered favorably on first reading and ordered published this 21st day of February, 2023, and to be presented for final passage on the 7th day of March, 2023.

Mayor

ATTEST:

City Clerk

Passed and adopted on final reading this 7th day of March, 2023.

Mayor

ATTEST:

City Clerk

Appendix M: Lafayette Single Hauler Ordinance

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAFAYETTE, COLORADO, REPEALING AND REENACTING CHAPTER 100 OF THE CODE OF ORDINANCES OF LAFAYETTE, COLORADO, REGARDING SOLID WASTE

WHEREAS, upon expiration of its original single hauler residential refuse and recycling collection service agreement, in August 2014, the City selected a new hauler and expanded the residential refuse and recycling program to include organics; and

WHEREAS, such changes require that the City amend Chapter 100, Solid Waste, of the Code of Ordinances, which sets forth the legislative framework of the residential refuse, recycling and organics collection program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAFAYETTE, COLORADO, AS FOLLOWS:

Section 1. Chapter 100, Solid Waste, of the Code of Ordinances of Lafayette is repealed in its entirety and reenacted to provide as follows:

Sec. 100-1. - Definitions.

For the purposes of this chapter, the following words and phrases are defined as follows:

Bulky Item means refuse items that are too large or too voluminous to be placed in a residential refuse container, which include, but are not limited to, furniture or appliances, and small equipment, such as lawnmowers.

Electronic Device means a device that is marketed by a manufacturer for use by a consumer and that is;

- (i) a computer, peripheral printer, facsimile machine, digital video disc player, video cassette recorder or other electronic device specified by rule promulgated by the State of Colorado Solid and Hazardous Waste Commission, or
- (ii) a video display device or computer monitor, including a laptop, notebook, ultrabook, or network computer, television, tablet or slate computer, electronic book or other electronic device specified by rule promulgated by the State of Colorado Solid and Hazardous Waste Commission that contains a cathode ray tube or flat panel screen with a screen that is greater than four inches measured diagonally.

Excluded Waste means all commercial and industrial refuse, construction debris, large dead animals, institutional solid waste, hazardous waste, offal waste, stable matter, vegetable waste and special waste, highly flammable substances, liquid waste, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state,

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federal or local law, or in the reasonable discretion of the city, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

Food Waste means all compostable pre and post-consumer food waste, such as whole and partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds, or egg shells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the city's designated composting site. Food waste does not include dead animals, plastics, diapers, kitty litter, liquid wastes, ashes, pet wastes, and other materials prohibited by the city's designated composting site.

Homeowner association means any covenant-controlled community containing eight (8) or more residential property owners, which includes a lawfully constituted and operational board or other similar entity which is empowered to enforce the community's recorded covenants.

Large Dead Animals means animals or portions thereof equal to or greater than ten pounds (10 lbs.) in weight that have expired from any cause, except those slaughtered or killed for human use.

Offal Waste means waste animal (land or marine) matter from establishments such as butcher shops, slaughterhouses, food processing and packing plants, rendering plants and fertilizer plants.

Organics means food waste and yard waste separately or combined.

Recyclable materials means those materials, goods and items deemed as single-stream recyclables by the city's designated recycling facility or those materials, goods and items deemed recyclable by other licensed collectors operating within the city.

Refuse means all nonhazardous, solid waste, including rubbish generated at a residential unit but does not include any excluded waste.

Residential waste collection services means the collection and transportation of residential refuse, recyclables and organics by the city's designated service provider from those participants in the city's residential waste collection service program.

Rubbish means all waste wood, wood chips, shavings, sawdust, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping, crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of excluded waste.

Refuse container means, for those persons subject to the city's residential waste collection service program, a wheeled cart suitable for mechanical lifting with a lid for containing and setting out refuse for collection in sizes of approximately 32-gallons, 64-gallons and/or 96-gallons. For all other persons "refuse container" means a metal or other nonabsorbent container equipped with a tightly fitting metal or nonabsorbent lid.

Single-stream recycling container means, for those persons subject to the city's residential waste collection services program, a 96-gallon wheeled cart suitable for mechanical lifting with lid for containing and setting out single-stream recycling materials for collection.

For all other persons "single stream recycling container" means a metal or other non-absorbent container equipped with a tightly fitting metal or nonabsorbent lid.

Single-stream recycling means the co-mingling of all forms of materials, goods and items that are approved for recycling at the city's designated recycling facility.

Solid Waste means useless, unwanted or discarded materials with insufficient liquid content to be free-flowing, that result from domestic, industrial, commercial, agricultural, governmental and community operations, which require proper storage, collection, transportation and disposal to prevent environmental pollution inimical to public health, safety and welfare. Solid waste does not include sewage, earth or material used to fill land in accordance with building codes, mining residues, slag, dissolved or suspended solids in industrial waste water effluents which are not acceptable for disposal in any sanitary sewage treatment system or any material included in the definition of excluded waste.

Special Waste means nonhazardous solid waste that is subject to additional governmental regulations or special handling requirements in its collection, transportation, processing or disposal as a result of the characteristics of or processes which generate such waste. Special waste includes, but is not limited to:

- (i) waste iron from a commercial or industrial activity;
- (ii) waste generated by an industrial process or a pollution control process;
- (iii) waste which may contain free liquids;
- (iv) waste which may contain residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
- (v) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes;
- (vi) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
- (vii) asbestos containing or asbestos bearing material that has been properly secured under existing federal, state, or local laws, rules and regulations;
- (viii) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
- (ix) municipal or commercial solid waste that may have come into contact with any of the wastes described herein this subsection 1(U);
- (x) filter cake sludge wastes from waste water treatment processes;
- (xi) wastes containing any regulated polychlorinated biphenyls; ash, sludge, tires and powders; and

- (xii) electronic devices.

Vegetable Waste means putrescible Solid Waste resulting from the processing of plants for food by commercial establishments such as canneries. This definition does not include Food Waste or waste products resulting from the preparation and consumption of food in places such as cafeterias and restaurants.

Yard Waste means leaves, grass, and clippings of woody, as well as fleshy plants. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of yard waste up to two (2) feet in diameter by four (4) feet in length, and no more than fifty-five (55) pounds, shall be allowed, and must be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked whole Christmas trees cut to less than four (4) feet in height are acceptable.

Sec. 100-2. - Burial of refuse recyclables or organics prohibited.

It shall be unlawful for any person to bury refuse, recyclable or organic materials anywhere within the city.

Sec. 100-3. - Deposit of refuse, recyclables in water reclamation/storm water systems prohibited.

It shall be unlawful for any person to deposit or cause to be deposited any refuse or recyclable materials into the city's waste or storm water system.

Sec. 100-4. - Refuse—Collection requirements.

- (a) Prior to being deposited for collection, all refuse shall be drained of liquid.
- (b) Refuse containers, for those subject to the city's residential waste collection service program, shall be furnished by the city.
- (c) For those persons subject to the city's residential waste collection services program, all refuse shall be placed in the refuse containers by the owners, tenant, or occupant of each residence. Containers shall be placed with their lids closed at the curb adjacent to each residence on a schedule as established by the city.
- (d) No person shall place, leave, deposit or dispose of any refuse on any curb or other public place, or on any private property, unless the refuse is wholly contained within a proper refuse container for collection. Any accumulation of refuse in violation of this chapter is declared to be a nuisance and is prohibited.
- (3) Refuse containers shall be kept off the curb and all other public ways, except on the scheduled day of collection, and then only for a maximum of twelve (12) hours before and twelve (12) hours after the scheduled time of collection.
- (f) Household hazardous waste shall be disposed of as required by the Boulder County Household Hazardous Waste Collection Program.

Sec. 100-5. – Recyclable-Collection requirements.

- (a) All recyclable materials shall be drained of liquid before being deposited for collection.
- (b) Single-stream recycling containers, for those persons subject to the city's waste collection services program, shall be provided by the city. Such containers shall be used only for collection of materials deemed recyclable by the city's designated waste collector's recycling facility.
- (c) For those persons subject to the city's residential waste collection services program, all recyclable materials shall be placed in the provided containers by the owner, tenant, or occupant of each residence. Containers shall be placed in the curb adjacent to each residence on a schedule as established by the city.
- (d) No person shall place, leave, deposit or dispose of any recyclable materials on any curb or other public place, or on any private property, unless the recyclable materials are wholly contained within a single-stream recycling container approved by such person's collector. Any accumulation of recycling materials in violation of this chapter is declared to be a nuisance and is prohibited.
- (e) Recycling containers shall be kept off the curb and all other public ways, except on the scheduled day of collection, and then only for a maximum of twelve (12) hours before and twelve (12) hours after the scheduled time of collection.

Sec. 100-5.5. –Organics -collection requirements.

- (a) All organic materials shall be drained of liquid before being deposited for collection.
- (b) Organic collection containers, for those persons subject to the city's residential waste collection services program, shall be furnished by the city. Such containers shall only be used for collection of organic materials.
- (c) All organic materials shall be placed in the collection containers by the owner, tenant, or occupant of each residence. Containers shall be placed with their lids closed in the curb adjacent to each residence on a schedule as established by the city.
- (d) No person shall place, leave, deposit or dispose of any organic materials on any curb or other public place, or on any private property, unless the organic materials are wholly contained within an organics container or, for those persons not subject to the city's organics collection services, a container approved by the collector. Any accumulation of organic materials in violation of this chapter is declared to be a nuisance and is prohibited.
- (e) Organic containers shall be kept off the, curb and all other public ways, except on the scheduled day of collection, and then only for a maximum of twelve (12) hours before and twelve (12) hours after the scheduled time of collection.

Sec. 100-6. - Refuse, recyclable and organic materials-responsibility.

Refuse, recyclable and organic materials shall be gathered, deposited, disposed of, and placed, in the manner provided for in this chapter, by the owner, tenant, lessee or occupant of the property, or the agent or contractor of any of the foregoing, and each of the foregoing persons may be held jointly and severally liable for any violation of this chapter.

Sec. 100-7. - City residential refuse, recyclable and organic collection services.

(a) The city's contractual residential waste collection service provider shall furnish residential waste collection services as provided in this section for all residents within the city, except for those specifically excluded from such services.

(b) Bulky items shall be removed in accordance with the contractual requirements of the city's residential waste collection services provider, or by other providers authorized to haul refuse within the city, or by the resident in accordance with the requirements set forth in this chapter. Neither the city, nor its contractors or licensed operators, shall have any obligation to collect or transport any refuse not in a proper container, or from any containers not properly placed for collection.

(c) It shall be unlawful for any person to set out or allow to be set out, deposited, or stored for collection, any refuse other than that which has accumulated from the regular residential use of the premises upon which such refuse is set out, deposited, or stored for collection.

Sec. 100-8. - Premises excluded from service.

(a) All commercial and industrial establishments and multifamily residences containing eight (8) or more units are excluded from the city residential waste collection service program.

(b) All homeowner associations in existence upon the effective date of this ordinance, which provide their residents refuse and recycling collection services, are excluded from the city's residential refuse, recyclable and organics collection services. Homeowner associations may, however, subject to the requirements set forth in this chapter, participate in the city's residential waste collection service program, and all homeowner associations formed after the effective date of this ordinance shall be subject to the city's residential waste collection program.

Sec. 100-9. - Refuse hauling.

Nothing in this chapter shall prohibit any person from contracting for or hauling one's own refuse, recyclable or organic materials, providing it is collected and disposed of in conformity with all applicable city rules and regulations.

Sec. 100-10. - Residential waste collection services fees.

(a) City council shall, by resolution, establish the fees to be imposed for residential waste collection services. The fees shall be imposed on all city residents receiving city water service not excluded from residential waste collection services pursuant to this chapter regardless of whether any or all of the city's residential waste collection services are actually utilized by such resident. The fee shall be billed in conjunction with the charge for city water service and such fee shall be due and payable at the same time and place as the charge for water service.

(b) The fees for residential waste collection services and the charge for water service are hereby declared to be parts of one (1) debt to the city insofar as the same affect any one (1) resident, and the refusal or failure to pay any part of such debt for any period of service shall be sufficient cause for the city to avail itself of any or all remedies as set forth in with the article III of chapter 120 of the code, as same may be amended from time to time.

Sec. 100-11 - Residential waste collection services accounting and budgeting.

The finance director shall segregate residential waste collection services, expenses and revenues separate from the general fund expenditures and revenues and provide a general accounting for the expenditures and revenues. For each budget cycle, a projection of residential waste collection services expenditures and revenues shall be made as part of the city budget process.

Sec. 100-12- Unlawful acts

It shall be unlawful for any person to deposit any excluded waste in any residential refuse, recyclable or organic container.

Section 2. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

Section 4. The repeal or modification of any provision of the Code of Ordinances of Lafayette, Colorado by this ordinance shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions for enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any

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judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

Section 5. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

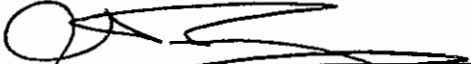
Section 6. Violations of this ordinance shall be punishable in accordance with Section 1-10 of the Municipal Code of the City of Lafayette, Colorado.

Section 7. This ordinance shall become effective upon the latter of the 10th day following enactment, or the day following final publication of the ordinance.

INTRODUCED AND PASSED ON FIRST READING THE 17TH DAY OF FEBRUARY, 2015.

PASSED ON SECOND AND FINAL READING AND PUBLIC NOTICE ORDERED THE 3RD DAY OF MARCH 2015.

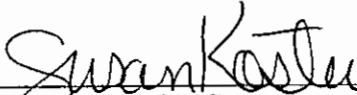
CITY OF LAFAYETTE, COLORADO



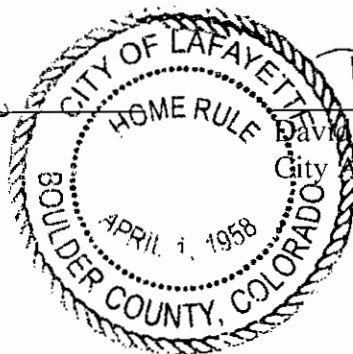
Christine Berg, Mayor

ATTEST:

APPROVED AS TO FORM:



Susan Koster, CMC
City Clerk





David S. Williamson,
City Attorney

Appendix N: City of Lafayette Hauler Licensing Ordinance

ORDINANCE NO. 21, Series 2020
INTRODUCED BY: COUNCILOR CHELSESA BEHANNA

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAFAYETTE,
COLORADO, AMENDING CHAPTER 100, SOLID WASTE, OF THE CODE OF
ORDINANCES OF LAFAYETTE REGARDING THE LICENSING OF SOLID WASTE,
RECYCLABLES AND/OR ORGANICS COLLECTORS AND THE RESIDENTIAL
WASTE COLLECTION SERVICES PROGRAM PARTICIPANT EXEMPTIONS**

WHEREAS, since 2015, the City of Lafayette (“City”) has operated a Residential Waste Collection Services Program (“Program”) for City residents whereby a designated collector is the sole provider for the Program participants; and

WHEREAS, the Program’s collector employs a volume based rate service for solid waste through the use of three different sized containers and also provides single stream recycling and organics collection services; and

WHEREAS, the City has established solid waste diversion goals of 45% by 2021, 50% by 2026, 65% by 2036 and 85% by 2046; and

WHEREAS, to reach such goals the City desires to require that all collectors of residential solid waste operating within the City be licensed by the City and required to provide certain base services and diversion information; and

WHEREAS in further support of its goals the City also desires that by November 2, 2023 all residential collectors provide volume based rates and single stream recycling and organics collection and that Program participant exemptions be phased out.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAFAYETTE, COLORADO, AS FOLLOWS:

Section 1. Section 100-1, Definitions, of the Code of Ordinances of the City of Lafayette, Colorado, is hereby amended as follows:

Collector means any person providing residential collection services for solid waste, and or recyclables and organics.

Director means the Director of Public Works or the director’s authorized designee.

Excluded waste means all commercial and industrial solid waste, refuse, construction debris, dead animals, institutional solid waste, hazardous waste, offal waste, stable matter, vegetable waste and special waste, highly flammable substances, liquid waste, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of the city, to be dangerous

Group account means a residential customer account for solid waste collection services that provides for collection of solid waste from multiple residential customers, regardless of the method by which such services are contracted or arranged. An account for service arranged by a single property owner for collection of solid waste from multiple locations owned by the property owner shall not constitute a group account for the purposes of this chapter.

Residential customer means a person receiving solid waste collection services for a residential property including those receiving service through a group account, but excludes multi-family residences of eight or more units.

Single-stream recycling container means, for those persons subject to the city's residential waste collection services program, a ninety-six gallon solid waste container designated for collection of recyclables. For all other persons "single stream recycling container" means a metal or other non-absorbent container equipped with a tightly fitting metal or nonabsorbent lid.

Section 2. Section 100-1.5, License required, of the Code of Ordinances of the City of Lafayette, Colorado, is hereby enacted to read as follows:

100-1.5 License required.

(a) License required. Effective November 2, 2021, no person shall operate as a collector within the city without first obtaining a collection license as set forth in this chapter.

(b) Exemptions. The following persons are not required to obtain a collector license:

- (1) A civic, community, benevolent or charitable nonprofit organization that collects, transports and markets materials for resource recovery solely for the purpose of raising funds for a charitable, civic or benevolent activity;
- (2) A person who transports solid waste or recyclable materials produced by such person;
- (3) A property owner or agent thereof who transports solid waste, recyclable materials, yard trimmings or food scraps left by a tenant upon such owner's property, so long as such property owner does not provide collection service for compensation for tenants on a regular or continuing basis;
- (4) A demolition or construction contractor or landscaper who produces and transports solid waste in the course of such occupation, where the solid waste produced is merely incidental to the particular demolition, construction or landscape work being performed by such person; and
- (5) Any person who transports only liquid wastes (including, without limitation, sewage, sewage sludge, septic tank or cesspool pumpings), discarded or abandoned vehicles, or parts thereof, discharged home or industrial appliances, materials used as fertilizers or for other productive purposes, household hazardous wastes, and hazardous materials as defined in the rules and regulations adopted pursuant to the United States Hazardous Materials Transportation Act, 49 USC § 5101, et seq.

Section 3. Section 100-2, Burial of solid waste, recyclables or organics prohibited, of the Code of Ordinances of the City of Lafayette, Colorado, is retitled and amended to provide as follows:

100-2. Burial of solid waste, recyclables or organics prohibited.

It shall be unlawful for any person to bury solid waste, recyclables or organic materials anywhere within the city.

Section 4. Section 100-3, Deposit of refuse, recyclables in water reclamation/stormwater systems prohibited, of the Code of Ordinances of the City of Lafayette, Colorado, is repealed in its entirety.

Section 5. Section 100-8 (b), Premises excluded from services, of the Code of Ordinances of the City of Lafayette, Colorado, is hereby amended to read as follows:

(b) All homeowner associations in existence upon the effective date of this ordinance, which provide their residents solid waste and recycling collection services, are excluded from the city's residential solid waste, recyclable and organics collection services. Homeowner associations may, however, subject to the requirements set forth in this chapter, participate in the city's residential waste collection service program, and all homeowner associations formed after the effective date of this ordinance shall be subject to the city's residential waste collection program. All homeowner association residents originally excluded from participation in the city's residential waste services program, who have not yet chosen to participate in the city's residential waste services program will as of November 2, 2023 be assessed the current residential waste service fees issued in conjunction with the resident's city water service bill.

Section 6. Section 100-13, License requirements, of the Code of Ordinances of the City of Lafayette, Colorado, is hereby enacted to read as follows:

100-13. License requirements.

(a) Any person desiring to obtain a license to engage in the business of being a collector within the city shall make written application to the director on forms provided by the city. All applications for renewal of a license by a licensed collector must be submitted no later than November 30 in advance of the upcoming license year. The application shall include, without limitation, the following information:

- (1) The name and address of the applicant;
- (2) The principal location of the business;
- (3) A list of motor vehicles or fleets of vehicles owned and/or operated by the applicant for the collection of solid waste, recyclables and/or organics, or operated or located at any time in the city during the current or pending license year, including vehicle make, color, year, U.S. Department of Transportation safety inspection identification number, cubic yard capacity, Colorado license plate number and empty tariff weight where applicable.

(b) The director shall determine whether the application meets all requirements set forth in this chapter and whether all taxes, fees, interest or other financial obligations owed or due the city have been met.

(c) Upon a determination by the director of whether a license shall issue, the director shall provide written notice to the applicant of his or her decision thereon. An applicant whose application has been denied may, within twenty (20) days after such decision is mailed, petition the city administrator in writing for a hearing on the denial. The city administrator shall notify the applicant in writing of the time and place of the hearing. After such hearing, the city administrator shall make such order in the matter as he or she deems just and proper and shall furnish a copy of such final order to the applicant.

(d) Upon approval of a license application, but prior to issuance, the collector shall furnish to the director the following:

(1) A license fee in an amount to be determined by resolution of city council for each motor vehicle required to be identified;

(2) Proof that the collector has obtained a general comprehensive liability/automobile insurance policy protecting the collector from all claims for damage to property or for bodily injury, including death, which may arise from operations under or in connection with this license and providing limits of coverage of not less than one million five hundred thousand dollars (\$1,500,000.) for bodily injury and property damage per occurrence or in the aggregate; and

(3) Proof that each vehicle required to be identified has been registered with the U.S. Department of Transportation.

(e) All licenses issued pursuant to this chapter shall run from the date of issuance until the 31st day of December of the year in which such license is issued. All licenses shall expire on December 31 of each year. Licenses are not transferable.

(f) Every collector that provides residential solid waste collection must in addition to weekly curb side collection of solid waste also provide all residential customers single stream recycling and organics collection services. For each residential customer, collectors shall provide curb side recycling and organics collection service at least every other week on the same day of the week as the day of collection of solid waste from the customer.

(g) Each collector shall accurately and completely account for and record, and report to the city using a form provided by the city by January 31 of each year, the following:

(1) The specific manner in which solid waste collection, recycling services and collection of organics have been delivered in compliance with this chapter, including, but not limited to, a complete list of all rate schedules used to charge for such services, as well as the frequency of collection;

(h) Each collector shall accurately and completely report to the city the following information.

(1) Number of tons of solid waste collected in the city from all residential, multi-family and commercial customers, and any other customer category, reported by category of customer. The weight of solid waste collected shall be documented and verified based on actual load weight measurements.

(2) Number of tons collected for each category of customer.

(3) Number of tons of recyclables and organics collected in the city from all customer categories, reported by category of customer.

(4) Such reports shall be made on forms to be provided by the city and shall be made for each full half-year of collection performed by the collector. A half-year shall mean January 1 through June 30 or July 1 through December 31. All such reports shall be submitted to the director no later than forty-five (45) days following the close of each half-year.

(i) No collector shall operate any vehicle for the purpose of collecting solid waste, and or recyclables, and organics on any non-arterial street between the hours of 7: 00 p.m. and 7:00 a.m.

(j) The director may, after written notice of no less than ten (10) days and an opportunity for a hearing if requested by the licensee within twenty (20) days of such notice, suspend or revoke any license issued under this chapter, if the director determines that the licensee has failed to comply with any provision of this chapter, or has violated other applicable laws intended to protect public health, safety or the environment. The collector may appeal any decision to the city administrator within twenty (20) days after the director's decision is mailed, by submitting a written request to the city administrator. The city administrator shall notify the licensee of the date and time of the hearing. After such hearing, the city administrator shall affirm, deny or modify the findings of the director and provide licensee written notification of such order, which shall be appealable as provided by law.

(k) Effective November 2, 2021, all collectors offering solid waste services to residential customers shall set forth rates for service for each resident based on the volume capacity of three containers provided by the collector and placed for collection by each residential customer. The amount to be charged for such containers shall be determined by each solid waste collector; provided, however, that each collector shall determine a base service rate for a container of not less than thirty-two gallons, and that rate shall be used to determine the rates for all other service levels, which rates shall be increased on a pro rata basis by volume capacity of service levels offered as determined by the solid waste collector, provided that the maximum sized container shall not exceed ninety-six (96) gallons. Said charges shall be based upon the container size, rather than the volume of solid waste deposited within such containers by the residential customer. The charge for additional containers of the same volume capacity shall be no less than the charge for the first such container.

(1) In order to provide for residential customers additional needs and ensure that the charge for the collection of solid waste is based upon volume as required above, all solid

waste collectors shall provide each residential customer disposable bags, showing the volume capacity of such bags, or shall establish another system for accomplishing the same purpose which is acceptable to the director.

(2) In offering or arranging for services, a collector shall provide reasonable notice of the full range of bag or container sizes or levels of service offered by the collector, and shall provide to each residential customer, the container size or level of service requested by the customer.

Section 7. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 8. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

Section 9. The repeal or modification of any provision of the Code of Ordinances, City of Lafayette, Colorado, by this ordinance shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions for enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

Section 10. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 11. Violations of this ordinance shall be punishable in accordance with Section 1-10 of the Code of Ordinances, City of Lafayette, Colorado.

Section _____ 12. This ordinance shall become effective upon the latter of the 10th day following enactment, or the day following final publication of the ordinance.

INTRODUCED AND PASSED ON FIRST READING THE 20TH DAY OF OCTOBER,
2020.

PASSED ON SECOND AND FINAL READING AND PUBLIC NOTICE ORDERED
THE 2ND DAY OF NOVEMBER, 2020, AS AMENDED.

CITY OF LAFAYETTE, COLORADO

Jamie Harkins, Mayor

ATTEST:

Lynnette Beck, CMC, City Clerk

APPROVED AS TO FORM:

Mary Lynn Macsalka, City Attorney

Appendix O: Denver Hauler Licensing

ARTICLE V. SOLID WASTE HAULERS¹

Sec. 48-61. Definitions.

- (1) *Recyclable material*, when used in this article, means any type of discarded or waste material that is not regulated under Section 25-8-205(1)(e), C.R.S., and can be reused, remanufactured, reclaimed, or recycled, but not including recycled auto parts or excluded scrap metal that is being recycled, or scrap that is composed of worn out metal or a metal product that has outlived its original use, commonly referred to as obsolete scrap.
- (2) *Solid waste*, when used in this article, means any garbage, refuse, recyclable material, 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.
- (3) *Solid waste*, when used in this article, does not mean:
 - a. Any solid or dissolved materials in domestic sewage;
 - b. Agricultural wastes;
 - c. Solid or dissolved materials in irrigation return flows;
 - d. Industrial discharges which are point sources subject to permits under the provisions of the "Colorado Water Quality Control Act," Article 8 of Title 25, C.R.S.;
 - e. Materials handled at facilities licensed pursuant to the provisions on radiation control in Article 11 of Title 25, C.R.S.;
 - f. Exploration and productions wastes, as defined in Section 34-60-103(4.5), C.R.S., except as such wastes may be deposited at a commercial solid waste facility;
 - g. Excluded scrap metal that is being recycled; or
 - h. Shredded circuit boards that are being recycled.
- (4) *Solid waste disposal site and facility*, when used in this article, means the location and facility at which the deposit and final treatment of solid wastes occur.
- (5) *Solid waste hauler*, when used in this article, means any person who collects solid waste from another person or persons within the City and County of Denver and transports such solid waste, with the exception of an individual who transports solid waste that he or she has generated.

(Ord. No. 846-01, § 1, 10-9-01; Ord. No. 892-15, § 2, 12-7-15)

¹Editor's note(s)—Sec. 1 of Ord. No. 892-15, adopted Dec. 7, 2015, changed the name of Art. V from Rubbish Hauler to Solid Waste Haulers.

Sec. 48-62. License required.

Any person who desires to transport solid waste from within the city other than an individual who transports solid waste that he or she has generated, shall obtain a license from the director of excise and licenses and shall maintain a record of such license in each transport vehicle and at the solid waste hauler's address. It shall be unlawful for any person to transport solid waste from within the city without a solid waste hauler license, other than an individual who transports solid waste that he or she has generated.

(Ord. No. 846-01, § 1, 10-9-01; Ord. No. 892-15, § 3, 12-7-15)

Sec. 48-63. Marking of vehicles and containers required.

Any vehicle or container transporting solid waste from within the city, other than by an individual who transports solid waste that he or she has generated, shall have a label containing the name of the solid waste hauler and the telephone number of the solid waste hauler, printed on both the right and left sides of the vehicle, or on the street-facing side of the container, in letters or numbers at least three (3) inches in height and easily readable from outside the vehicle or container. It shall be unlawful for any person to drive, park, stand, or operate within the city, any vehicle or container transporting solid waste if the vehicle or container is not marked as required by this section.

(Ord. No. 846-01, § 1, 10-9-01; Ord. No. 892-15, § 4, 12-7-15)

Sec. 48-64. Solid waste haulers to maintain solid waste disposal site and facility receipts.

It shall be unlawful for any solid waste hauler to deposit any solid waste in a solid waste disposal site and facility without obtaining a receipt from the solid waste disposal site and facility. Solid waste haulers shall maintain a copy of all receipts obtained from any solid waste disposal site and facility for at least one year from the date of deposit.

(Ord. No. 846-01, § 1, 10-9-01; Ord. No. 892-15, § 5, 12-7-15)

Sec. 48-65. Rules and regulations.

The manager of transportation and infrastructure or the director of excise and licenses shall be empowered to prescribe such rules and regulations as the manager or director may deem proper and not inconsistent with the Charter and ordinances, to govern the licensing and operation of solid waste haulers.

(Ord. No. 892-15, § 6, 12-7-15; Ord. No. 39-20, § 82, 2-3-20)

Sec. 48-66. Suspension, revocation and other sanctions.

The director of excise and licenses may, on the director's own motion or on complaint, and after investigation and a show-cause hearing at which the licensee shall be afforded an opportunity to be heard, suspend, revoke, or fine any license previously issued by the director for any violation of this article or any rule or regulation or law promulgated under this article.

(Ord. No. 892-15, § 7, 12-7-15)

Sec. 48-67. Fees.

Annual license fees under this article shall be as prescribed in section 32-116.

(Ord. No. 892-15, § 8, 12-7-15)

Sec. 48-68. Effective date.

This article becomes effective one hundred eighty (180) days from its publication date.

(Ord. No. 892-15, § 9, 12-7-15)

Editor's note(s)—Ord. No. 892-15, adopted Dec. 7, 2015, was published on Dec. 3, 2015; and Dec. 20, 2015.

Secs. 48-69—48-90. Reserved.

Appendix P: Fort Collins PAYT (and recycling requirement)

ORDINANCE NO. 109, 2016
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AMENDING CERTAIN PROVISIONS OF THE CODE OF THE CITY OF
FORT COLLINS RELATED TO COLLECTION AND DISPOSAL OF REFUSE,
RUBBISH AND RECYCLABLES, AND SOLID WASTE COLLECTION
AND RECYCLING SERVICES, INCLUDING REPEALING AND
REENACTING CHAPTER 15, ARTICLE XV OF CITY CODE

WHEREAS, pursuant to Ordinance No. 116, 1990, the Fort Collins City Council repealed and reenacted Chapter 15, Article XV of the Fort Collins City Code entitled "Solid Waste Collection and Recycling Services" to establish curbside recycling service for each single-family residential solid waste collection service customer within the City; and

WHEREAS, pursuant to Ordinance No. 058, 1995, the Fort Collins City Council amended Chapter 15, Article XV of the Fort Collins City Code to establish a requirement of volume based rates for the collection of solid waste (sometimes referred to as "pay as you throw" or "PAYT"); and

WHEREAS, pursuant to Resolution 2013-111, the Fort Collins City Council adopted a goal of diverting 75% of the community's waste stream from disposal to reuse or recycling by 2020, 90% by 2025, and 100% by 2030; and

WHEREAS, implementing recycling at multi-family and commercial locations as well as adding yard trimmings collection service for single-family residents were identified as primary next steps in the goals set pursuant to Resolution 2013-111; and

WHEREAS, 75-91% of the respondents to the City's 2011 Air Quality and Recycling Survey agreed that businesses, multi-family homes and single-family homes should be required to recycle and that yard waste collection service should be offered to single-family homes; and

WHEREAS public involvement was conducted during 2015 and 2016 at the request of the City Council, to establish the new requirements set forth in this Ordinance; and

WHEREAS in 2015, 94% of single-family residential customers but only 70% of multi-family complexes and 49% of business customers subscribed to recycling service; and

WHEREAS, in light of current recycling and economic conditions, the City's commitment to the community waste reduction goals, and public and industry input and comment, the City Council has considered and desires to adopt further modifications of Chapter 15, Article XV to allow private solid waste collectors the option to apply a service surcharge on residential trash and recycling bills, require private solid waste collectors to offer optional yard trimming collection to single family customers from April through November as a separate, opt-in fee, require private solid waste collectors to provide recycling service to businesses and apartment complexes by 2020, and require licensed collectors providing food scraps collection services to grocers to segregate and properly dispose of food scraps at a compost facility rather than a landfill ; and

WHEREAS, City Council has also considered and desires to adopt modifications of Chapter 12, Article II of the City Code to require grocers to subscribe to compost collection service by the end of 2017 and make other changes consistent with the modification of Chapter 15, Article XV; and

WHEREAS, City Council has determined that it is in the best interest of the citizens of the City, in the protection of public health, safety, and welfare, to further amend Chapter 15, Article XV as set forth in this ordinance to further promote the recycling of solid wastes for the purpose of enhancing the recovery of valuable natural resources, extending the life the Larimer County Landfill, and furthering the goals and objectives of the City with respect to the reduction of waste and generation of greenhouse gasses.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That Section 12-16 of Article II, Chapter 12 of the Code of the City of Fort Collins, entitled Collection and Disposal of Refuse, Rubbish and Recyclables, is hereby amended by the deletion of the definitions for the following terms and addition of new definitions for such terms, to read as follows:

At the curb, or curbside, shall have the same meaning as “*curbside*” set forth in §15-411 of this Code.

Container shall have the meaning set forth in §15-411 of this Code.

Food scraps shall have the meaning set forth in §15-411 of this Code.

Food store shall have the meaning set forth in §15-411 of this Code.

Qualified recycling facility shall have the meaning set forth in §15-411 of this Code.

Recyclable cardboard shall have the meaning set forth in §15-411 of this Code.

Section 3. That Section 12-18(a) of Article II, Chapter 12 of the Code of the City of Fort Collins, entitled Collection and Disposal of Refuse, Rubbish and Recyclables, is hereby amended by the deletion of references therein to §§15-411 through 15-421 and the insertion of a reference to §15-417 in lieu thereof.

Section 4. That Section 12-22(a) of Article II, Chapter 12 of the Code of the City of Fort Collins, entitled Collection and Disposal of Refuse, Rubbish and Recyclables, is hereby amended by the deletion of reference therein to §15-413(e) and the insertion of a reference to §15-416(b) in lieu thereof.

Section 5. That Article II, Chapter 12 of the Code of the City of Fort Collins, entitled Collection and Disposal of Refuse, Rubbish and Recyclables, is hereby amended by the addition of a new Section 12-23, and the sequential renumber of existing Sections 12-23 through 12-26 is hereby amended to Sections 12-24 through 12-27, with the new section 12-23 to read as follows:

Sec. 12-23. – Collection requirement – Food Store Food Scraps.

(a) Food stores – service requirement. Commencing on December 31, 2017, food stores within the City that dispose of more than 96 gallons of food scraps per week shall subscribe to a service for the collection of food scraps by a collector licensed to provide such services within the City or shall obtain a variance in accordance with the following provisions:

(1) If a food store desires not to obtain food scraps collection services for any reason, including space constraints, donation of all food scraps for human or animal consumption, self-hauling of food store food scraps to a location or facility permitted by the State of Colorado to accept such material (but not to a landfill), disposal of food scraps via garbage disposal or other similar technology that processes food scraps for disposal via waste water infrastructure, on-site composting or failure to generate food scraps, the food store must submit a written request for variance on a form provided by the City.

(2) Upon receipt of such a request for variance, the Director shall either approve the variance for good cause shown or disapprove the variance. If the variance is approved, the food store shall not be required to obtain food scraps collection services for a period of twelve (12) months from the date of approval. If the constraints on which the variance was based still exist at the end of any twelve (12) month variance, the food store may submit a request for an additional twelve (12) month variance.

(3) For purposes of this §12-23(a), “good cause shown” shall mean evidence presented by the food store that, to the reasonable satisfaction of the Director of the City’s Environmental Services Department, demonstrates that the customer lacks sufficient space for food scraps containers, donates all food scraps for human or animal consumption, self-hauls food scraps to a facility permitted by the State of Colorado to accept such material (but not to a landfill) or disposes of food scraps via garbage disposal or other similar technology that processes food scraps for disposal via waste water infrastructure, or by on-site composting.

(b) Collection frequency. Food stores obtaining such food scraps collection services shall require collection with such frequency as is necessary to prevent overflow of containers. Service must be provided at least one per week, but no less frequently that may be required by the Larimer County Department of Health and Environment.

(c) Disposal of food scraps. Except as permitted by a variance obtained in accordance with §12-23(a) above, a food store located within the City shall not comingle food scraps with refuse

or recyclable material or dispose of food scraps by any means other than at a location or facility permitted by the State of Colorado to collect such material (but not to a landfill).

Section 6. That Chapter 15, Article XV of the Code of the City of Fort Collins is hereby repealed in its entirety and a new Chapter 15, Article XV entitled Solid Waste Collection and Recycling Services is hereby enacted to read in its entirety as follows:

ARTICLE XV. SOLID WASTE COLLECTION AND RECYCLING SERVICES

Sec. 15-411. - Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this §15-411:

Basic service shall mean collection of solid waste and recyclable materials from a residential customer by a collector.

Collector shall mean a person or entity providing collection service for solid waste and/or recyclables and/or food scraps and/or yard trimmings.

Commercial customers shall mean any premises utilizing collection service where a commercial, industrial or institutional enterprise is carried on, including, without limitation, retail establishments, restaurants, hospitals, schools, day care centers, office buildings, nursing homes, clubs, churches and public facilities. Customers, other than residential customers, serviced using any type of collection container, including without limitation poly-carts, dumpsters, or roll-off bins, are considered commercial customers unless the service is provided for an active construction or demolition project permitted by the City of Fort Collins building department.

Communal system for the collection of waste shall mean an arrangement for the collection of waste from multiple properties or residences using collection containers shared by those properties or residences.

Composting of food scraps shall mean the process of converting these materials into a nutrient-rich soil amendment.

Container shall mean a refuse container as defined in §12-16, a poly-cart, disposable bags, bin-type containers, carts or bulk-volume dumpsters or plastic receptacles, each of variable volume capacities as defined in this Article, provided by a collector to a customer and used for the collection of refuse, recyclable materials, food scraps or yard trimmings.

Curbside shall mean at or near the perimeter of the premises, whether or not there is a curb, but does not mean or permit placement on the sidewalk. If the curb and any sidewalk are of unitary construction, the term means behind the sidewalk or on the street side of the curb so long as such location does not impede bike, pedestrian, or car traffic and is not on an arterial street.

Curbside collection shall mean the collection of solid waste or recyclables placed at a curbside location or within a dumpster site.

Director shall mean the Director of the City's Environmental Services Department.

Dumpster shall mean a metal or plastic container 1 cubic yard to 10 cubic yards in volume that is used to collect refuse or recyclables.

Electronic equipment shall mean any electronic device or electronic component as those terms are defined in the Colorado Hazardous Waste Regulations, 6 Code of Colorado Regulations 1007-3, Section 260.10.

Existing customers shall mean customers with whom a collector has a written contract for collection services or for whom a collector is providing collection services, but not recycling services, as of December 31, 2016.

Feed animals shall mean to divert for use as animal feed, in accordance with regulations established by Colorado Department of Public Health and Environment.

Feed hungry people shall mean donate extra food to food banks, soup kitchens, and shelters and/or other methods of making extra food available for human consumption consistent with state and local regulation.

Food scraps shall mean any animal- or vegetable- based staple foodstuffs, including food scraps resulting from the preparation, cooking, and serving of food, unsaleable or outdated food, and other compostable items such as food-soiled paper, provided that such materials have been designated for collection by the City Manager pursuant to §15-416.

Food store shall mean a retail establishment or business located within the City in a permanent building, operating year round, that is a full-line, self-service market and which sells a line of staple foodstuffs, meats, produce, dairy products or other perishable items. "Food store" does not include:

- (a) temporary vending establishment for fruits, vegetables packaged meats and dairy products;
- (b) vendors at farmers' markets or other temporary events;
- (c) businesses at which foodstuffs are an incidental part of the business. Food sales will be considered to be "incidental" if such sales comprise no more than 2 percent (2%) of the business' gross sales in the city as measured by the dollar value of food sales as a percentage of the dollar value of total sales at any single location.

Group account shall mean a customer account for solid waste collection services that provides for collection of waste from multiple residential customers, regardless of the method by which such services are contracted or arranged. An account for service arranged by a single property

owner for collection of solid waste from multiple locations owned by that property owner shall not constitute a group account for the purposes of this Article.

Hierarchy for materials management shall mean the same as the definition for that term formally adopted by the US Conference of Mayors in 2015 as follows: the prioritization of methods for management of materials in the following order, from preferred use to least preferred: 1) extended producer responsibility and product redesign; 2) reduced waste, toxicity, consumption, and packaging; 3) repair, reuse, and donate; 4) recycle; 5) beneficial reuse; 6) waste-based energy as disposal; 7) landfill as disposal.

Hierarchy of uses for food scraps shall mean the prioritization of methods for reducing or disposing of food scraps in the following order, from preferred use to least preferred: 1) source reduction of food scraps; 2) feed hungry people; 3) feed animals; 4) industrial uses; 5) composting; 6) disposal in a landfill or incineration.

Industrial uses of food scraps shall mean to provide waste oils for rendering and fuel conservation and food scraps for digestion to recover energy.

Landfill shall mean an area of land or excavation licensed by the State of Colorado to accept waste for permanent disposal.

Large capacity container(s) shall mean a container with a volume capacity of more than 90 gallons but not more than 99 gallons.

Medium capacity container(s) shall mean a container with a volume capacity of more than 60 gallons but not more than 69 gallons.

Multi-family customers shall mean residential properties for which there is a communal system for the collection of solid waste.

Poly-cart shall mean a durable, plastic, wheeled container with a hinged lid, manufactured and used for the collection of refuse, recyclable materials, food store food scraps, or yard trimmings. For multi-family or commercial customers, a dumpster or roll-off bin with aggregate volume of multiple poly-carts shall be deemed to constitute one or more poly-carts.

Qualified recycling facility shall mean a facility that arranges for or causes the recovery of useful materials from one (1) or more specified recyclable materials including items for reuse, and shall be deemed to include only a facility that meets any federal or state standards that may be established to regulate or designate such recycling facilities.

Recyclable cardboard shall mean corrugated cardboard, and shall include, but not be limited to, materials used in packaging or storage containers that consist of three (3) or more layers of Kraft paper material, at least one (1) of which is rippled or corrugated. Cardboard shall be considered recyclable cardboard regardless of whether it has glue, staples or tape affixed, but not if it is permanently attached to other packing material or a nonpaper liner, waxed cardboard or cardboard contaminated with oil, paint, blood or other organic material.

Recyclable materials shall mean materials which have been separated from solid waste and can be recovered as useful materials and are properly prepared for the purpose of recycling, provided that such materials have been designated by the City Manager as recyclable pursuant to §15-414 of this Article.

Recycling shall mean the process of recovering useful materials from solid waste, including items for reuse.

Recycling collector shall mean a person or entity providing recyclable collection services.

Refuse shall have the meaning set forth in §12-16 of this Code.

Residential customer shall mean a customer at a residential property for which a communal system for the collection of waste is not employed.

Roll-off bin shall mean an open-top or gable-top metal container used to collect refuse or recycling that is 10 cubic yards or greater in capacity.

Service shall mean collecting, transporting or disposing of solid waste, recyclable materials, food store food scraps or yard trimmings for consideration.

Small capacity container(s) shall mean a container with a volume capacity of more than 30 but not more than 39 gallons.

Solid waste shall mean all refuse, putrescible and nonputrescible waste, excluding discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial appliances, hazardous wastes, materials used as fertilizers or for other productive purposes and recyclable materials which have been source separated for collection.

Solid waste collector shall mean the person who provides solid waste collection service on a regular, recurring schedule.

Source reduction of food scraps shall mean reduction of the volume of surplus food generated and disposed of.

Source separation shall mean to separate solid waste, recyclable materials, food scraps and yard trimmings at the waste source.

Volume capacity category of containers shall mean small capacity containers, medium capacity containers, or large capacity containers placed for collection of solid waste, recyclable materials, food scraps or yard trimmings.

Yard trimmings shall mean yard clippings, wood, branches, leaves, and twigs as designated for collection by City Manager pursuant to §15-416.

Sec. 15-412. - License requirement.

(a) License required. No person shall operate as a collector within the corporate limits of the City without first obtaining a collection license for such activity pursuant to §15-417.

(b) Exemptions. The following persons or entities are not required to obtain a solid waste or recyclable collection license:

(1) A civic, community, benevolent or charitable nonprofit organization that collects, transports and markets materials for resource recovery solely for the purpose of raising funds for a charitable, civic or benevolent activity;

(2) A person who transports solid waste or recyclable materials produced by such person;

(3) A property owner or agent thereof who transports solid waste, recyclable materials, yard trimmings or food scraps left by a tenant upon such owner's property, so long as such property owner does not provide collection service for compensation for tenants on a regular or continuing basis;

(4) A demolition or construction contractor or landscaper who produces and transports solid waste in the course of such occupation, where the solid waste produced is merely incidental to the particular demolition, construction or landscape work being performed by such person.

(c) Volume-based rates for solid waste service.

(1) Any person licensed to operate as a collector within the City shall charge all residential customers, including, but not limited to, residential customers provided service through a group account, on the basis of the volume capacity category of the solid waste containers placed for collection by each residential customer. Collectors shall determine a rate for, and offer to residential customers, the small capacity container solid waste service, and that rate shall be used to determine the rates for all other service levels. Said charges shall be based upon the solid waste container size, rather than the volume of solid waste actually deposited within such containers by the residential customers. The charge for additional solid waste containers of the same volume capacity category shall be no less than one hundred (100) percent of the charge for the first such container. The charge for solid waste volumes in excess of a customer's service subscription level (based on volume capacity category) shall be proportional by volume to the collector's standard rate for a small capacity container.

(2) In order to further ensure that the charge for the collection of solid waste is based upon volume as required above, any person licensed as a collector shall provide to each residential customer containers (which may include disposable bags), or labels to be attached to customer-provided disposable bags, showing the volume capacity category of

such bags, or shall establish another system for accomplishing the same purpose which is acceptable to the City. A solid waste collector shall arrange for provision of service to each group account in a manner that results in an individual selection by each individual residential customer of a level of service from the full range of volume capacity category container sizes and levels of service offered by the collector. In the case of a group account, the solid waste collector shall require a written contract confirming compliance with the provisions of this Article.

(3) In offering or arranging for services, a collector shall provide reasonable notice of the full range of volume capacity category container sizes or levels of service offered by the collector, and shall provide to each residential customer that customer's requested volume capacity category container size or level of service.

(4) It shall be unlawful for any person to knowingly attach any label to a container exceeding in volume the volume capacity category shown on, or represented by, such label, and to place said container for collection.

(5) No collector shall collect or transport solid waste, recyclables, food scraps or yard trimmings which have not been placed for collection through such system or in containers upon which such labels have been attached.

(6) The provisions of this §15-412(c) shall not be construed as prohibiting any collector from also establishing rules and regulations regarding the maximum weight of containers of solid waste and/or recyclable materials.

(7) A collector shall not collect any overloaded container unless the collector accounts for and bills the customer the appropriate fee or charge for the collection of such excess solid waste. Loading of a container so as to prevent the lid of the container from closing securely shall be deemed to constitute overloading of the container for the purposes of this provision. The determination of overloading and charges therefor shall be made on an individual pick-up date basis, and there shall be no "averaging" of pick-up volumes to allow for overloading at one (1) time offset by a low volume at another time.

(d) Fixed fees for prepaid disposable bags or labels for solid waste service.

(1) Where prepaid disposable bags or prepaid labels for customer-provided disposable bags (rather than reusable containers) are provided by a collector to its customers for solid waste collection services, solid waste collectors may, but are not required to, charge a fixed fee for the purpose of covering the fixed operational costs of routing service trucks for such collections in addition to the volume based rates for the prepaid bags or labels under §15-412(c) above.

(2) If a solid waste collector elects to charge such fixed fee, said fee shall not exceed seventy-five (75) percent of the monthly volume-based rate charged for one (1) small capacity container per week.

- (3) In the event that a solid waste collector elects to establish a fixed fee, all bills for services provided by such collector to residential customers shall clearly show both the fixed fee and the volume-based rate.
- (e) Service surcharge for solid waste service.
- (1) In addition to the volume-based rates required pursuant to §15-412(c) above and any fixed fees permitted under §15-412(d) above for collection of prepaid disposable bags or prepaid labels for customer-provided disposable bags, collectors may, but are not required to, charge a service surcharge to residential customers. A service surcharge may be imposed only to cover fluctuating operational costs of doing business outside of a collector's control (such as, for example, fuel costs or market based recycling fees paid by collectors). A service surcharge shall be permitted and charged only as set forth in this §15-412(e).
- (2) If a collector elects to charge such service surcharge, said surcharge shall not exceed twenty-five (25) percent of the monthly volume-based rate charged for one (1) small capacity container per week.
- (3) In the event that a collector elects to establish a service surcharge, all bills for services provided by such collector to residential customers shall clearly show both the service surcharge and the volume-based rate. Additionally, in the event that a collector elects to establish a service surcharge, such collector shall, on or before January 1 of each ensuing year, deliver to the Director a true and correct copy of such rate schedule.
- (f) Refusal due to recyclable materials. In the event that a collector refuses to collect any solid waste container because it contains materials required to be recycled under §12-22, the collector shall not be required under this §15-412 to credit the customer for such refused container. A collector shall not collect materials required to be recycled under §12-22 comingled in a solid waste container, except that, with respect to recyclable cardboard, a collector may, but shall not be obligated to, accept any solid waste container that has reasonably been determined, based upon visual inspection, to contain no more than twenty-five (25) percent recyclable cardboard by volume.
- (g) Subcontractors or agents. In the event that a collector elects to perform collection of solid waste or recyclable materials through subcontractors or agents, such agency relationship shall not relieve the collector of responsibility for compliance with the provisions of this Code and the rules promulgated hereunder.

Sec. 15-413. - Recycling requirement.

- (a) Curbside/on-site collection - Residential.
- (1) Each solid waste collector licensed by the City shall provide to each residential customer in the City, as a part of any solid waste collection services provided by such solid waste collector and without additional charge other than a service surcharge under

§15-412(e), the collection at curbside of both solid waste and recyclable materials. Charges for such basic service provided to each residential customer shall include recyclable materials in a minimum amount equal to at least eighteen (18) gallons and need not be more than two large volume capacity containers. No collector shall be permitted to divide or diminish charges for the provision of such basic service at the request of such customer or for any other reason.

(2) All collectors providing solid waste collection services to residential customers shall provide curbside recycling collection services at least once per week and on the same day of the week as the day of collection of solid waste from the customer; provided, however, that collection of recyclable materials need not be accomplished on the same day as the collection of solid waste for residential customers located within mobile home parks. After a collector has offered and made available to its residential customers medium and/or large capacity containers for recycling, said collector may modify its recycling collection schedule to a minimum of two collections per month as long as curbside recycling collection services are provided on the same day of the week as the day of collection of solid waste from the residential customer. When a residential customer has two large capacity containers for recycling collection, collectors may require that all recyclable materials fit inside the container provided to a residential customer.

(b) On-site collection - Multi-Family and Commercial.

(1) Each solid waste collector licensed by the City shall, upon request, provide to each multi-family and commercial customer (and other customers receiving solid waste collection services through a communal system of waste collection) as a part of any solid waste collection services provided by such solid waste collector, the collection of recyclable materials. Such collector shall be permitted to impose an additional charge to multi-family and commercial customers (and other customers receiving solid waste collection services through a communal system of waste collection) for the collection of recyclable materials.

(2) The amount of recyclable materials collection that shall be provided to each multi-family and commercial customer as a part of such basic services shall be not less than one-third ($1/3$) of the total collection volume (including both solid waste and recyclables) for such customer based on the size of solid waste containers provided to such customer and the service frequency ("minimum recycling service"). For example, if such a customer is provided with pick-up of a 4-cubic-yard trash container that is collected once per week, the collector shall also provide minimum recycling service in an amount equal to not less than a 2-cubic-yard recycling container as a part of such basic services (2 cubic yards is one-third ($1/3$) of the total service volume (including both solid waste and recyclables) of 6 cubic yards).

(3) Commencing January 1, 2017, each solid waste collector licensed by the City shall provide to new and existing multi-family and commercial customers (and other customers receiving solid waste collection services through a communal system of waste

collection) as a part of any solid waste collection services provided by such collector, the minimum recycling service calculated under §15-413(b)(2) in accordance with the schedule set forth in this §15-413(b)(3). Each solid waste collector licensed by the City must add minimum recycling service to the solid waste collection service provided to existing multi-family and commercial customers not receiving recycling service as of December 31, 2016 ("unserved multi-family and commercial customers") in accordance with the following schedule:

- a. by December 31, 2018, forty percent (40%) of its unserved multi-family and commercial customers; and
- b. by December 31, 2020, one hundred percent (100%) of its unserved multi-family and commercial customers.

Thereafter, the cost for minimum recycling service must be billed in addition to the cost of solid waste collection service for all multi-family and commercial customers. The charge for both such services may be itemized separately for billing purposes, but shall not be reduced to exclude the cost of minimum recycling service unless a variance is granted in accordance with this §15-413(b)(3).

A variance may be granted by the City in accordance with the following provisions:

- (i) If a collector's multi-family or commercial customer declines to participate in minimum recycling collection services offered by a collector due to space constraints, self-hauling recyclables to recycling drop-off center, utilization of a separate licensed recycling collection provider other than the solid waste collector, failure to generate recyclables, or if only available location for recycling bin is not safely serviceable by hauler, the customer must submit a written request for variance on a form provided by the City and signed by the customer. A recycling bin location that is not safely serviceable is defined as a location that is substantially less safe to service than the trash bin service area for that location. Upon receipt of such a request for variance, the Director shall either approve the variance for good cause shown, or disapprove the variance. A copy of the approved or disapproved variance shall be sent by the City to the solid waste collector servicing that customer.
- (ii) For purposes of this §15-413(b)(3) "good cause shown" shall mean evidence presented by the customer that, to the reasonable satisfaction of the Director, demonstrates that the customer lacks sufficient space for recycling containers, self-hauls recyclables to a drop-off recycling center, utilizes a separate licensed recycling collector, generates recyclables in an amount less than one-third (1/3) of the customer's total solid waste and recyclables, or the only available location to service recycling bin(s) is substantially less safe to service than the trash bin service area for that location and therefore is deemed unsafe to service.

(iii) If a variance is granted for a customer not generating recycling of at least one third (1/3) of the volume of waste generated, but the customer generates at least 96 gallons of recyclables per week, the variance will require that recycling service in the volume of recycling the customer generates be included as a part of solid waste collection services.

(iv) If a variance is approved in accordance with the foregoing provisions, the collector shall not be required to provide such recycling services to such multi-family or commercial customer for the five (5) year period following approval of the variance, except as otherwise provided by the Code. If the constraints on which the variance was based still exist at the end of any five (5) year variance, the customer may submit a request for an additional five (5) year variance, except as otherwise provided by the Code.

(v) If the variance is not approved, the collector shall be required to provide minimum recycling services, in addition to solid waste collection, and charge the customer for the minimum required volume of recycling services as set forth herein.

(4) Collectors providing collection services to multi-family and/or commercial customers shall provide services for the collection of recyclable materials from such customers with such frequency as is necessary to prevent overflow of the recycling containers.

(5) Collectors shall provide each multi-family and commercial customer with educational guidelines for recycling and signage for use inside its facilities, which guidelines and signage may be designed and provided by the collector and approved by the City or the collector may utilize City-provided guidelines and signage for this purpose.

(c) Collection of recyclable materials; duties of collectors. All licensed collectors of recyclable materials and solid waste operating within the City shall have the following duties:

(1) Except for materials that customers have not properly prepared for recycling, collectors may not commingle designated recyclable materials with refuse, nor dispose of recyclable materials set out by recycling customers by any means other than at a qualified recycling facility. Recyclable materials shall include all those materials designated by the City Manager pursuant to §15-416 as materials which collectors must offer to collect for recycling.

(2) Collectors shall provide to each residential solid waste customer who utilizes recycling services within the City a container for storing and setting out recyclable materials meeting the requirements of this §15-413(c), clearly marked as a recyclables container with words or symbols or both. Collectors must annually offer each residential recycling customer, in writing, a choice of a medium capacity or large capacity recycling container. The collector must provide the requested container without additional charge.

to such customer, except that the collector may require the payment of a refundable damage or loss deposit or a charge for lost or damaged containers, not to exceed the actual cost of the container. The collector must provide a container for recycling to all residential recycling customers except those customers who expressly decline a container, and must provide a container to any customer at any time upon request within one (1) billing period after the request is made. Collectors shall provide recycling containers to multi-family and commercial customers (in the form of containers, dumpsters, or roll-off bins as deemed appropriate for servicing the location) and with a capacity sufficient to meet one-third (1/3) of service as recycling volume requirement. Regardless of the type of container, it must be clearly identifiable as a recycling container and include a conspicuous chasing arrows decal on the side(s) of the container accessed by service or pedestrian access, as well as signage such as stickers or weather-resistant laminated posters or imprinting into the surface of the container during manufacture, of recyclable materials accepted in local collection programs, including graphics depicting acceptable materials; such information may be delivered by use of City-provided graphics or graphics provided by the collector and approved by the City.

(3) The collector may establish such reasonable and industry-accepted requirements for the preparation of materials for recycling as are necessary to provide for the orderly collection of recyclable materials, including requirements regarding the preparation of materials for collection, the collection of recyclable materials and requirements for source separation.

(4) All recyclable materials placed for collection shall be owned by and be the responsibility of the customer until the materials are collected by the collector. The material then shall become the property and the responsibility of the collector. No person other than the customer or the collector of recyclable materials shall take physical possession of any recyclable materials placed for collection.

(5) Any vehicle used for the collection of recyclables must be clearly and unambiguously marked as a recycling truck, whether by permanent decals or markings, or by signage or placards displayed at all times during such use.

(d) Customer notification.

(1) Upon the initial provision of collection services to new residential customers, and on or before December 31 of each year with respect to existing residential customers, collectors shall notify in writing such customers of:

- a. the availability of the collection of recyclable materials,
- b. the range of recycling containers available,
- c. the materials designated for recycling collection pursuant to §15-416; and
- d. such rules and regulations as have been established by the collector for the orderly collection of recyclable materials as authorized pursuant to §15-413(b)(2).
- e. the variable-rate solid waste collection service options offered by the solid waste collector,

- f. the related volume-based rates and service surcharges, and
- g. the availability of optional collection service for residential yard trimmings under §15-414.

In addition, such notice shall include educational guidelines and information regarding solid waste, recycling and yard trimmings provided by the City to the collectors in electronic or printed form not later than December 31 of each year. Collectors must provide notice in paper form to all customers receiving a paper bill or paper service calendar. Collectors may provide notice electronically to customers receiving only electronic communications.

(2) For group accounts, the notices required hereunder may be sent to the group representative for said account, provided that such notice shall further notify said representative of its obligation to notify all individual residential customers within the group of the availability of recycling services and the terms of variable-rate service options, pursuant to §12-19(b).

(3) All verbal and written communications with customers by or on behalf of a collector, whether in person, by telephone, in written form or through any other means, must be consistent with and clearly and accurately describe all components of the system employed by the collector to provide and charge for variable-rate solid waste collection and recycling services.

(4) The collector shall deliver to the Director a true and correct copy of each form of such notification sent on or before December 31 of each year.

Sec. 15-414. – Optional service – residential yard trimmings.

(a) Residential service required. As of April 1, 2017, each solid waste collector licensed by the City shall make available to each residential customer receiving solid waste collection services, including customers receiving solid waste collection services through a group account, curbside collection of residential yard trimmings at least once per week from April to November of each year upon a customer's request.

(b) Rates. Collectors shall be responsible for setting rates for collection of residential yard trimmings and such charges may be billed separately from any charges for basic services, as defined in §15-411 to include collection of solid waste and recyclable materials, provided by the collector, and shall not be governed by the requirements of §15-412(c).

(c) Disposal of yard trimmings. Collectors may not comingle yard trimmings with refuse or recyclable materials, nor dispose of yard trimmings at a landfill. Yard trimmings shall be disposed of by the collector at a location or facility permitted to collect organic materials for recycling, reuse or composting.

Sec. 15-415. – Collection of food store food scraps.

(a) **Frequency of Collection.** Collectors providing food scraps collection service to food stores shall provide collection with such frequency as is necessary to prevent overflow of containers. Service must be provided at least one per week, but no less frequently than may be required by the Larimer County Department of Health and Environment.

(b) **Collectors – duties.** All licensed collectors of food scraps operating within the City shall have the following duties:

(1) Except as permitted by variance allowed under §12-23(a), collectors may not commingle food scraps with refuse or recyclable material or dispose of food scraps by any means other than at a location or facility permitted by the State of Colorado to collect such material (but not to a landfill).

(2) A collector may establish such reasonable and industry-accepted requirements for the preparation of food scraps as are necessary to provide for the orderly collection of such materials, including requirements regarding the preparation of materials for collection, the collection of materials, and requirements for separation.

(3) All food scraps placed for collection shall be owned by and be the responsibility of the food store until the materials are collected by the collector. The material then shall become the property and the responsibility of the collector. No person other than the food store or the collector of food scraps shall take physical possession of any such materials placed for collection.

Sec. 15-416. - Designation of recyclable materials, food scraps, and yard trimmings for collection.

(a) The City Manager shall, on or before the 1st day of October of each year, after consultation with the Larimer County Board of Commissioners, the Natural Resources Advisory Board and representatives of the licensed collectors operating within the City, determine which items (including recyclables, food scraps, and yard trimmings) shall be designated for collection based upon the following criteria:

(1) Local, state and federal laws and regulations, including, but not limited to, the requirements of this Article;

(2) Potential for waste stream reduction;

(3) Availability of markets;

(4) Market price;

(5) Safety factors and risks of transportation;

(6) Risks of comingling of liquid wastes; and

(7) Adherence to the hierarchy of materials management and hierarchy of uses of foods scraps.

(b) Notwithstanding the foregoing, collection for recycling of electronic equipment shall be at each collector's option; provided, however, that no collector providing collection services for electronic equipment may dispose of any such electronic equipment, but instead shall deliver any collected electronic equipment for recycling at a qualified recycling facility for electronic equipment.

(c) The City Manager is authorized to promulgate such rules and regulations as are necessary to effectuate the implementation and enforcement of this Article.

Sec. 15-417. - Application for license.

(a) Any person desiring to obtain a license to engage in the business of being a collector of solid waste, recyclable materials, food scraps, or yard trimmings within the City shall make written application to the Financial Officer on forms provided by the City. All applications for renewal of a license by a licensed collector must be submitted no later than November 30 in advance of the new license year. The application shall include, without limitation, the following information:

(1) The name and address of the applicant;

(2) The principal place of business for the business to be conducted;

(3) A list of vehicles owned and/or operated by the applicant directly in the collection of solid waste, recyclables, food scraps, and/or yard trimmings, or operated or located at any time in the City during the current or pending license year, including vehicle make, color, year, U.S. Department of Transportation safety inspection identification number, cubic yard capacity, Colorado license plate number and empty tare weight.

(4) A description of the system to be used to account for and charge volume-based rates as required under §15-412(c), and a plan describing the structure and operation of the recycling collection services to be offered to each customer class. The description of the system shall include a detailed description of the means by which residential customers are notified of and offered the full range of sizes of containers provided for solid waste collection and those provided for curbside recycling and of the availability of seasonal yard trimmings collection service. In addition, the description shall provide sufficient detail to allow the Financial Officer to determine the means by which volume-based rates are applied to residential customers receiving waste-hauling services through any group account, such as the formula used to set volume-based rates for any group accounts, and the methods used to offer and account for the volume-based charges.

(5) All information required pursuant to §15-418(a) for the preceding twelve-month period.

(b) The Financial Officer shall determine whether an application meets the requirements of this Article, and whether all taxes, fees, penalties, interest or other financial obligations to the City of the applicant or any predecessor in interest of the applicant have been met, and whether the applicant is in current compliance with the requirements of this Article. The Financial Officer may request such additional information as he or she deems relevant to a determination of whether the requirements of this Article will be met by the applicant. The Financial Officer may deny any application if the Financial Officer reasonably determines that any requirements of this Article will not be met by the operation proposed by the applicant, or if the applicant is ineligible for a license under the terms of a revocation determination by the City Manager pursuant to §15-426.

(c) Upon a determination by the Financial Officer of whether a license shall issue under this §15-417, the Financial Officer shall give written notice to the applicant of his or her decision thereon. An applicant whose application has been denied may, within twenty (20) days after such decision is mailed, petition the City Manager for a hearing on the denial. The City Manager shall notify the applicant in writing of the time and place of the hearing. After such hearing, the City Manager shall make such order in the matter as he or she deems just and proper and shall furnish a copy of such final order to the applicant.

Sec. 15-418. - License requirements; fees and insurance.

Upon approval of a license application, but prior to issuance, the collector shall furnish to the Financial Officer the following:

- (1) A license fee in the sum of one hundred dollars (\$100.) for each vehicle required to be identified under §15-415(a); and
- (2) Proof that the collector has obtained a general comprehensive liability/automobile insurance policy protecting the collector from all claims for damage to property or for bodily injury, including death, which may arise from operations under or in connection with this license and providing limits of coverage of not less than five hundred thousand dollars (\$500,000.) for bodily injury and property damage per occurrence or in the aggregate.
- (3) Proof that each vehicle required to be identified under §15-415(a) has been registered with the U.S. Department of Transportation.

Sec. 15-419. - Term of license.

All licenses issued pursuant to this Article shall run from the date of issuance until the 31st day of December of the year in which such license is issued. All licenses shall expire on December 31 of each year. Licenses are not transferable.

Sec. 15-420. - Plans, recordkeeping and reports.

(a) Each collector must accurately and completely account for and record, and report to the City using a form provided by the City by November 30 of each year, the following:

(1) The specific manner in which trash collection, recycling services and collection of food scraps and yard trimmings have been delivered in compliance with this Article, including, but not limited to, a complete list of all rate schedules used to charge for such services, including those offered to individual customers and those offered to group accounts, as well as the frequency of collection;

(2) A description of any system used to impose and verify charges for volumes in excess of customer subscription levels;

(3) The number of individual residential, multi-family and commercial customers, and any other customer category, who received collection services from the collector, by category, together with the number of group accounts within each category and the number of any such customer category that received services through a group account;

(4) The number of customers within each category that subscribe to each level of solid waste, recycling, yard trimmings, or food scrap collection services, and the number of containers provided to residential customers, by size ;

(b) In addition, prior to implementation of any change to operational systems, plans or structures of any licensee which are required to be reported for issuance of a license or annually hereunder, the collector must submit such changes to the City for review.

(c) All information submitted to the City pursuant to this §15-420 shall constitute public information, except as otherwise provided in the Colorado Open Records Act. Any such information constituting confidential customer records or financial proprietary information and identified as such by the licensee shall be maintained as confidential by the City, unless otherwise required by court order or as agreed by the relevant party-in-interest. If the City receives a request for public inspection or a request for release of any collector customer records or collector financial information to a third party, the City shall provide timely notice of such request to the licensee.

(d) Each collector licensed pursuant to this Article shall maintain accurate and complete records of the service provided to each customer, the charges to such customer and payments received, the form and recipients of any notice required pursuant to this Article, and any underlying records, including any books, accounts, contracts for services, including contracts for group accounts, written records of individual level of service requests, invoices, route sheets or other records necessary to verify the accuracy and completeness of such records, and copies of all applications for and documentation pertaining to all requests for variance pursuant to §15-413(b)(3) above. It shall be the duty of each collector to keep and preserve all such documents and records, including any electronic information, for a period of three (3) years from the end of

the calendar year of such records, except for paper records of route sheets, which may be discarded one (1) year after the end of the calendar year of such route sheets.

(e) Promptly upon a request by the City Manager in connection with an audit or other investigation he or she has initiated, a licensee shall make records retained pursuant to §15-420(d) available, at its place of business or in such other reasonably convenient location as the licensee shall specify, for review by the City Manager, the Financial Officer or his or her designee, or an officer of the City charged with the investigation of potential violations of the Code, for the purpose of enforcing the requirements of this Article.

(f) A licensee shall make available for review by the City such records in its possession as may be relevant to the investigation of any complaint regarding such licensee that has been submitted to the City or is under investigation by the City.

(g) All collectors shall accurately and completely report to the City the following information, which shall be deemed to constitute public information:

(1) Number of tons of solid waste collected in the City from all residential, multi-family and commercial customers, and any other customer category, reported by category of customer. The weight of solid waste collected shall be documented and verified based on actual load weight measurements.

(2) Number of tons of each type (as determined by the City Manager pursuant to §15-416) of recyclables collected from all residential, commercial and multi-family, and any other customer category, reported by category of customer.

(3) Number of tons of food scraps collected in the City from any customer category, reported by category of customer.

(4) Number of tons of yard trimmings collected in the City from any customer category, including group accounts, reported by category of customer.

Such reports shall be made on forms to be provided by the City and shall be made for each full half-year of curbside collection performed by the collector. A half-year shall mean January 1 through June 30 or July 1 through December 31. All such reports shall be submitted to the City Manager no later than thirty (30) days following the close of each half-year.

Sec. 15-421. - Disposal of solid waste.

All persons holding licenses pursuant to this Article as a collector of solid waste shall dispose of all such refuse and solid waste at the Larimer County Landfill or at any other disposal site that is approved by any state. No solid waste shall be disposed of at any other location either inside or outside of the City.

Sec. 15-422. - Identification of vehicles.

Each vehicle used by a collector to provide services within the City pursuant to a license issued under this Article shall bear an identification sticker issued by the Financial Officer in a conspicuous place upon the vehicle, which identification sticker shall be issued by the Financial Officer at the time the license is granted.

Sec. 15-423. - Hours of operation.

No collector shall operate any vehicle for the purpose of collecting solid waste, recyclables, food scraps, or yard trimmings on any street designated by the City as "local residential" or "residential collector" between the hours of 7:00 p.m. and 7:00 a.m. (the "Nighttime Hours").

Sec. 15-424. - Investigation of reports, records and other items relating to compliance with this article.

For the purpose of ascertaining the correctness of any reports, plans or other documents submitted or required to be prepared and maintained by a licensed collector pursuant to this Article XV, or for the purpose of determining compliance with any requirements of this Article XV of any person, whether or not the same is licensed under this Article XV, the City Manager may hold investigations, including audits, and hearings concerning any matters covered by this Article, and may examine any relevant books, papers, records or memoranda of any such person and may require the attendance of such person, or any officer or employee of such person, or of any person having knowledge of transactions involved, and may take testimony and proof of the information. The City Manager shall have the power to administer oaths to such persons. Except for routine or random audits, any such investigation shall be based upon reasonable suspicion of a violation as determined by the City Manager. The City Manager shall provide advance notice to the affected collector of his or her intent to conduct an investigation under this §15-424, unless the City Manager determines that provision of such notice may compromise the purpose of the investigation.

Sec. 15-425. - Subpoenas and witness fees.

All subpoenas issued under the terms of this Article may be served by any person over the age of eighteen (18) years. The fees of witnesses for attendance in response to a subpoena shall be the same as the fees of witnesses before the District Court, such fees to be paid when the witness is excused from further attendance. When the witness is subpoenaed at the instance of the City Manager, such fees shall be paid by the City, but when a witness is subpoenaed at the instance of any other party to such proceeding, the City Manager may require that the cost of service of the subpoena and the fee of the witness be borne by the party at whose instance the witness is summoned. In such case, the City Manager, in his or her discretion, may require a deposit to cover the cost of such service and witness fees prior to issuing such subpoenas. A subpoena issued as aforesaid shall be served in the same manner as a subpoena issued through a court of record.

Sec. 15-426. - Attendance of witnesses and production of evidence to be compelled by municipal or district judge.

Any Judge of the Municipal Court or the District Court, upon the application of the City Manager, may compel the attendance of witnesses, the production of books, papers, records or memoranda and the giving of testimony before the City Manager, by an action for contempt or otherwise in the same manner as the production of evidence may be compelled before such court.

Sec. 15-427. - Depositions.

The City Manager, or any party to an investigation or hearing before the City Manager, may cause the deposition of witnesses residing within or without the State to be taken in the manner prescribed by law for depositions in civil actions in courts of this State and to that end compel the attendance of witnesses and the production of books, papers, records or memoranda.

Sec. 15-428. - Suspension or revocation of license.

The City Manager may, after written notice of no less than ten (10) days and an opportunity for a hearing if requested by the licensee within twenty (20) days of such notice, suspend or revoke any license issued under this Article as he or she determines reasonably appropriate upon a finding that the licensee has failed to comply with any provision of this Article or has violated other applicable laws intended to protect public health, safety or the environment. No period of suspension shall exceed six (6) months in duration. In the event of a revocation of a license, the City Manager may further declare such licensee ineligible for licensure under this Article for a period of up to one (1) year from the date of revocation, if he or she reasonably determines that the circumstances so warrant. In lieu of suspension or revocation of a license under this §15-428, or as a condition of future eligibility for licensure, if a licensee is declared ineligible for the same, the City Manager may establish reasonable terms and conditions for continuation of a license or such future eligibility. A license shall be subject to immediate suspension in the event of violation of any such terms and conditions for continuation of a license.

Sec. 15-429. - Notices.

All written notices required to be mailed, served or given to any person under the provisions of this Article shall be hand delivered or mailed, postage prepaid, addressed to such person at the last known address of such person on file with the City and shall be deemed to have been received by such person when so mailed or delivered.

Sec. 15-430. - Review of decisions of the city manager.

The licensed collector or other person subject to final action of the City Manager under this Article may apply for review of such action in the Larimer County District Court in accordance with Rule 106 of the Colorado Rules of Civil Procedure. The review must be sought no later than thirty (30) days after the date of the decision to be reviewed.

Sec. 15-431. - Violations.

It shall be unlawful for any person to:

- (1) Fail or refuse to make or file any record, report, application or other document required to be made or filed by this Article or to make any false or fraudulent record or report or any false or fraudulent statement in any such document;
- (2) Operate as a collector within the corporate limits of the City without the license required by this Article or to continue to do business during a period of suspension of such license or after such license is revoked; or
- (3) Aid or abet another in any attempt to evade any requirements imposed by this Article.

Sec. 15-432. - Other remedies unaffected.

Nothing in this Article shall be construed to limit or forbid the City or any other person from pursuing any other remedies available at law or in equity to enforce the provisions of this Article, including, without limitation, the prosecution of violations of this Article pursuant to §1-15 of this Code.

Introduced, considered favorably on first reading, and ordered published this 6th day of September, A.D. 2016, and to be presented for final passage on the 20th day of September, A.D. 2016.

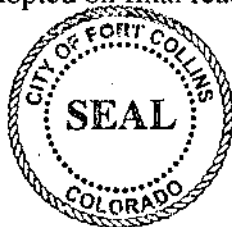
ATTEST:



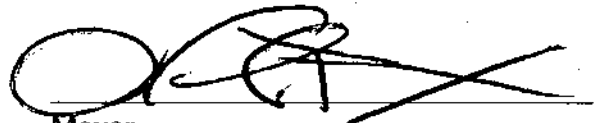

Mayor


City Clerk

Passed and adopted on final reading on the 20th day of September, A.D. 2016.



ATTEST:


Mayor


City Clerk

Appendix Q : Lafayette PAYT Municipal Code Language

ORDINANCE NO. 21, Series 2020
INTRODUCED BY: COUNCILOR CHELSESA BEHANNA

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAFAYETTE,
COLORADO, AMENDING CHAPTER 100, SOLID WASTE, OF THE CODE OF
ORDINANCES OF LAFAYETTE REGARDING THE LICENSING OF SOLID WASTE,
RECYCLABLES AND/OR ORGANICS COLLECTORS AND THE RESIDENTIAL
WASTE COLLECTION SERVICES PROGRAM PARTICIPANT EXEMPTIONS**

WHEREAS, since 2015, the City of Lafayette (“City”) has operated a Residential Waste Collection Services Program (“Program”) for City residents whereby a designated collector is the sole provider for the Program participants; and

WHEREAS, the Program’s collector employs a volume based rate service for solid waste through the use of three different sized containers and also provides single stream recycling and organics collection services; and

WHEREAS, the City has established solid waste diversion goals of 45% by 2021, 50% by 2026, 65% by 2036 and 85% by 2046; and

WHEREAS, to reach such goals the City desires to require that all collectors of residential solid waste operating within the City be licensed by the City and required to provide certain base services and diversion information; and

WHEREAS in further support of its goals the City also desires that by November 2, 2023 all residential collectors provide volume based rates and single stream recycling and organics collection and that Program participant exemptions be phased out.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAFAYETTE, COLORADO, AS FOLLOWS:

Section 1. Section 100-1, Definitions, of the Code of Ordinances of the City of Lafayette, Colorado, is hereby amended as follows:

Collector means any person providing residential collection services for solid waste, and or recyclables and organics.

Director means the Director of Public Works or the director’s authorized designee.

Excluded waste means all commercial and industrial solid waste, refuse, construction debris, dead animals, institutional solid waste, hazardous waste, offal waste, stable matter, vegetable waste and special waste, highly flammable substances, liquid waste, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of the city, to be dangerous

Group account means a residential customer account for solid waste collection services that provides for collection of solid waste from multiple residential customers, regardless of the method by which such services are contracted or arranged. An account for service arranged by a single property owner for collection of solid waste from multiple locations owned by the property owner shall not constitute a group account for the purposes of this chapter.

Residential customer means a person receiving solid waste collection services for a residential property including those receiving service through a group account, but excludes multi-family residences of eight or more units.

Single-stream recycling container means, for those persons subject to the city's residential waste collection services program, a ninety-six gallon solid waste container designated for collection of recyclables. For all other persons "single stream recycling container" means a metal or other non-absorbent container equipped with a tightly fitting metal or nonabsorbent lid.

Section 2. Section 100-1.5, License required, of the Code of Ordinances of the City of Lafayette, Colorado, is hereby enacted to read as follows:

100-1.5 License required.

(a) License required. Effective November 2, 2021, no person shall operate as a collector within the city without first obtaining a collection license as set forth in this chapter.

(b) Exemptions. The following persons are not required to obtain a collector license:

- (1) A civic, community, benevolent or charitable nonprofit organization that collects, transports and markets materials for resource recovery solely for the purpose of raising funds for a charitable, civic or benevolent activity;
- (2) A person who transports solid waste or recyclable materials produced by such person;
- (3) A property owner or agent thereof who transports solid waste, recyclable materials, yard trimmings or food scraps left by a tenant upon such owner's property, so long as such property owner does not provide collection service for compensation for tenants on a regular or continuing basis;
- (4) A demolition or construction contractor or landscaper who produces and transports solid waste in the course of such occupation, where the solid waste produced is merely incidental to the particular demolition, construction or landscape work being performed by such person; and
- (5) Any person who transports only liquid wastes (including, without limitation, sewage, sewage sludge, septic tank or cesspool pumpings), discarded or abandoned vehicles, or parts thereof, discharged home or industrial appliances, materials used as fertilizers or for other productive purposes, household hazardous wastes, and hazardous materials as defined in the rules and regulations adopted pursuant to the United States Hazardous Materials Transportation Act, 49 USC § 5101, et seq.

Section 3. Section 100-2, Burial of solid waste, recyclables or organics prohibited, of the Code of Ordinances of the City of Lafayette, Colorado, is retitled and amended to provide as follows:

100-2. Burial of solid waste, recyclables or organics prohibited.

It shall be unlawful for any person to bury solid waste, recyclables or organic materials anywhere within the city.

Section 4. Section 100-3, Deposit of refuse, recyclables in water reclamation/stormwater systems prohibited, of the Code of Ordinances of the City of Lafayette, Colorado, is repealed in its entirety.

Section 5. Section 100-8 (b), Premises excluded from services, of the Code of Ordinances of the City of Lafayette, Colorado, is hereby amended to read as follows:

(b) All homeowner associations in existence upon the effective date of this ordinance, which provide their residents solid waste and recycling collection services, are excluded from the city's residential solid waste, recyclable and organics collection services. Homeowner associations may, however, subject to the requirements set forth in this chapter, participate in the city's residential waste collection service program, and all homeowner associations formed after the effective date of this ordinance shall be subject to the city's residential waste collection program. All homeowner association residents originally excluded from participation in the city's residential waste services program, who have not yet chosen to participate in the city's residential waste services program will as of November 2, 2023 be assessed the current residential waste service fees issued in conjunction with the resident's city water service bill.

Section 6. Section 100-13, License requirements, of the Code of Ordinances of the City of Lafayette, Colorado, is hereby enacted to read as follows:

100-13. License requirements.

(a) Any person desiring to obtain a license to engage in the business of being a collector within the city shall make written application to the director on forms provided by the city. All applications for renewal of a license by a licensed collector must be submitted no later than November 30 in advance of the upcoming license year. The application shall include, without limitation, the following information:

- (1) The name and address of the applicant;
- (2) The principal location of the business;
- (3) A list of motor vehicles or fleets of vehicles owned and/or operated by the applicant for the collection of solid waste, recyclables and/or organics, or operated or located at any time in the city during the current or pending license year, including vehicle make, color, year, U.S. Department of Transportation safety inspection identification number, cubic yard capacity, Colorado license plate number and empty tariff weight where applicable.

(b) The director shall determine whether the application meets all requirements set forth in this chapter and whether all taxes, fees, interest or other financial obligations owed or due the city have been met.

(c) Upon a determination by the director of whether a license shall issue, the director shall provide written notice to the applicant of his or her decision thereon. An applicant whose application has been denied may, within twenty (20) days after such decision is mailed, petition the city administrator in writing for a hearing on the denial. The city administrator shall notify the applicant in writing of the time and place of the hearing. After such hearing, the city administrator shall make such order in the matter as he or she deems just and proper and shall furnish a copy of such final order to the applicant.

(d) Upon approval of a license application, but prior to issuance, the collector shall furnish to the director the following:

(1) A license fee in an amount to be determined by resolution of city council for each motor vehicle required to be identified;

(2) Proof that the collector has obtained a general comprehensive liability/automobile insurance policy protecting the collector from all claims for damage to property or for bodily injury, including death, which may arise from operations under or in connection with this license and providing limits of coverage of not less than one million five hundred thousand dollars (\$1,500,000.) for bodily injury and property damage per occurrence or in the aggregate; and

(3) Proof that each vehicle required to be identified has been registered with the U.S. Department of Transportation.

(e) All licenses issued pursuant to this chapter shall run from the date of issuance until the 31st day of December of the year in which such license is issued. All licenses shall expire on December 31 of each year. Licenses are not transferable.

(f) Every collector that provides residential solid waste collection must in addition to weekly curb side collection of solid waste also provide all residential customers single stream recycling and organics collection services. For each residential customer, collectors shall provide curb side recycling and organics collection service at least every other week on the same day of the week as the day of collection of solid waste from the customer.

(g) Each collector shall accurately and completely account for and record, and report to the city using a form provided by the city by January 31 of each year, the following:

(1) The specific manner in which solid waste collection, recycling services and collection of organics have been delivered in compliance with this chapter, including, but not limited to, a complete list of all rate schedules used to charge for such services, as well as the frequency of collection;

(h) Each collector shall accurately and completely report to the city the following information.

(1) Number of tons of solid waste collected in the city from all residential, multi-family and commercial customers, and any other customer category, reported by category of customer. The weight of solid waste collected shall be documented and verified based on actual load weight measurements.

(2) Number of tons collected for each category of customer.

(3) Number of tons of recyclables and organics collected in the city from all customer categories, reported by category of customer.

(4) Such reports shall be made on forms to be provided by the city and shall be made for each full half-year of collection performed by the collector. A half-year shall mean January 1 through June 30 or July 1 through December 31. All such reports shall be submitted to the director no later than forty-five (45) days following the close of each half-year.

(i) No collector shall operate any vehicle for the purpose of collecting solid waste, and or recyclables, and organics on any non-arterial street between the hours of 7: 00 p.m. and 7:00 a.m.

(j) The director may, after written notice of no less than ten (10) days and an opportunity for a hearing if requested by the licensee within twenty (20) days of such notice, suspend or revoke any license issued under this chapter, if the director determines that the licensee has failed to comply with any provision of this chapter, or has violated other applicable laws intended to protect public health, safety or the environment. The collector may appeal any decision to the city administrator within twenty (20) days after the director's decision is mailed, by submitting a written request to the city administrator. The city administrator shall notify the licensee of the date and time of the hearing. After such hearing, the city administrator shall affirm, deny or modify the findings of the director and provide licensee written notification of such order, which shall be appealable as provided by law.

(k) Effective November 2, 2021, all collectors offering solid waste services to residential customers shall set forth rates for service for each resident based on the volume capacity of three containers provided by the collector and placed for collection by each residential customer. The amount to be charged for such containers shall be determined by each solid waste collector; provided, however, that each collector shall determine a base service rate for a container of not less than thirty-two gallons, and that rate shall be used to determine the rates for all other service levels, which rates shall be increased on a pro rata basis by volume capacity of service levels offered as determined by the solid waste collector, provided that the maximum sized container shall not exceed ninety-six (96) gallons. Said charges shall be based upon the container size, rather than the volume of solid waste deposited within such containers by the residential customer. The charge for additional containers of the same volume capacity shall be no less than the charge for the first such container.

(1) In order to provide for residential customers additional needs and ensure that the charge for the collection of solid waste is based upon volume as required above, all solid

waste collectors shall provide each residential customer disposable bags, showing the volume capacity of such bags, or shall establish another system for accomplishing the same purpose which is acceptable to the director.

(2) In offering or arranging for services, a collector shall provide reasonable notice of the full range of bag or container sizes or levels of service offered by the collector, and shall provide to each residential customer, the container size or level of service requested by the customer.

Section 7. If any article, section, paragraph, sentence, clause or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 8. All other ordinances or portions thereof inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

Section 9. The repeal or modification of any provision of the Code of Ordinances, City of Lafayette, Colorado, by this ordinance shall not release, extinguish, alter, modify or change in whole or in part any penalty, forfeiture or liability, either civil or criminal, which shall have been incurred under such provision. Each provision shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions for enforcement of the penalty, forfeiture or liability, as well as for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered or made in such actions, suits, proceedings or prosecutions.

Section 10. This ordinance is deemed necessary for the protection of the health, welfare and safety of the community.

Section 11. Violations of this ordinance shall be punishable in accordance with Section 1-10 of the Code of Ordinances, City of Lafayette, Colorado.

Section _____ 12. This ordinance shall become effective upon the latter of the 10th day following enactment, or the day following final publication of the ordinance.

INTRODUCED AND PASSED ON FIRST READING THE 20TH DAY OF OCTOBER,
2020.

PASSED ON SECOND AND FINAL READING AND PUBLIC NOTICE ORDERED
THE 2ND DAY OF NOVEMBER, 2020, AS AMENDED.

CITY OF LAFAYETTE, COLORADO

Jamie Harkins, Mayor

ATTEST:

Lynnette Beck, CMC, City Clerk

APPROVED AS TO FORM:

Mary Lynn Macsalka, City Attorney

Appendix R: Fort Collins RFP



Financial Services
Purchasing Division
215 N. Mason St. 2nd Floor
PO Box 580
Fort Collins, CO 80522
970.221.6775
970.221.6707
fcgov.com/purchasing

REQUEST FOR PROPOSAL
9648 RESIDENTIAL SOLID WASTE COLLECTION SERVICES
RFP DUE: 5:00 PM MT (RMEPS Clock), October 24, 2022

The City of Fort Collins is requesting proposals from qualified Contractors to provide collection of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items and related services for single family homes and multi-family buildings of 7 or fewer units. Award of a contract for the Residential Solid Waste Collection initiative is subject to the City of Fort Collins Council approval by ordinance.

As part of the City's commitment to sustainability, proposals must be submitted online through the Rocky Mountain E-Purchasing System (RMEPS) at <http://www.bidnetdirect.com/colorado/city-of-fort-collins>. Note: please ensure adequate time to submit proposals through RMEPS. Proposals not submitted by the designated Opening Date and Time will not be accepted by RMEPS.

A pre-proposal meeting will be held at 1:00 PM MT on September 26, 2022. The pre-proposal meeting will be hosted on-line via Zoom. Select or copy/paste the below link into your browser for access to the meeting. Please add your name, email address, and organization name in the Zoom chat.

Click here for the meeting: <https://us02web.zoom.us/j/7056751403>
Meeting ID: 705 675 1403

All questions should be submitted, in writing via email, to Gerry Paul, Purchasing Director at gspaul@fcgov.com, no later than 5:00 PM MT on October 3, 2022. Please format your e-mail to include RFP 9648 Residential Solid Waste Collection Services in the subject line. Questions received after this deadline may not be answered. Responses to all questions submitted before the deadline will be addressed in an addendum and posted on the Rocky Mountain E-Purchasing System webpage.

Rocky Mountain E-Purchasing System hosted by BidNet
A copy of the RFP may be obtained at www.bidnetdirect.com/colorado/city-of-fort-collins.

This RFP has been posted utilizing the following Commodity Code(s):
91027 Garbage/Solid Waste Removal, Disposal and/or Treatment
92677 Recycling Services

Prohibition of Unlawful Discrimination: The City of Fort Collins, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its Contractors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party Contractors and their subcontractors at every tier.

Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72- 00.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Contractors may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, Contractors may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Contractors must submit a supplemental document explaining the justification for each redaction. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under CORA without regard to how the applicant's proposal or certain pages of the proposal are marked confidential, proprietary, or similar. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. By responding to this RFP, Contractors hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA. **All provisions of any contract resulting from this request for proposal will be public information.**

Contractors Registration: The City requires new Contractors receiving awards from the City to submit IRS form W-9 or W-8BEN/W8-BEN-E (international firms) and requires all Contractors to accept Direct Deposit (Electronic) payment. If needed, the W-9 form and the Vendor Direct Deposit Authorization Form can be found on the City's Purchasing website at www.fcgov.com/purchasing under Vendor Reference Documents. **Please do not submit these documents with your proposal**, however, if you take exception to participating in Direct Deposit (Electronic) payments please clearly note such in your proposal as an exception. The City may waive the requirement to participate in Direct Deposit (Electronic) payments at its sole discretion.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Collusive or Sham Proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The City of Fort Collins reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Utilization of Award by Other Agencies: The City of Fort Collins reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Fort Collins in the current term or in any future terms.

The selected Contractors shall be required to sign the City's Agreement prior to commencing services (see sample attached to this document).

Sincerely,



Gerry Paul
Purchasing Director

1.0 INTRODUCTION

The City of Fort Collins is requesting proposals from qualified Contractors to provide collection of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items and related services for single family homes and multi-family buildings of 7 or fewer units. Award of a contract for Residential Solid Waste Collection Services is subject to the Fort Collins City Council approval by ordinance.

Fort Collins has a long-standing commitment to waste reduction and has utilized a licensed open market collection system for decades.

Fort Collins' license requires haulers to report the materials collected from all sectors of the community, which is used to calculate various diversion rates. In 2020, the Community Diversion Rate (including residential, commercial, and industrial materials) was 52% and the Residential Diversion Rate was 29%. Details of Fort Collins diversion rates can be found in the annual reports at www.fcgov.com/recycling/publications-resources.php.

Fort Collins has adopted aggressive waste reduction goals, including working toward zero waste by 2030, and has identified a stagnant residential diversion rate as one of the challenges of making progress on that goal. Our Climate Future is the combined waste, climate and energy plan for Fort Collins and can be viewed at www.fcgov.com/climateaction/our-climate-future.

Fort Collins wishes to build upon the existing program by adding contracted collection for Residential Units. Fort Collins City Council has expressed support for a contracted system to help achieve the following goals:

- Reduce the number of trucks on residential streets and achieve street maintenance savings as well as increase safety in residential neighborhoods
- Reduce greenhouse gas emissions
- Increase diversion of Recyclable Materials and Yard Trimmings and encourage reuse of Bulky Items as much as possible
- Provide equitable pricing throughout the community
- Provide cost-effective pricing for Collection Services
- Provide a high level of customer service

2.0 GENERAL INFORMATION

Subject to Fort Collins City Council approval by ordinance and final negotiations with the awarded Contractor, definitions and general provisions of the contract will include the following:

Alley Service: Where alleys are the primary service option, Contractor shall provide Collection Services in alleys. Alleys are estimated to constitute 12-15% of the service area in Fort Collins. Further information on alleys is included in Section 3.0 below.

Bulky Items: Solid Waste that does not fit in a closed Solid Waste cart, excluding Hazardous Waste, Electronics, Yard Trimmings, Recyclable Cardboard, items that weigh over 60 pounds, and items larger than 6' x 6'.

Carts Terminology:

- "Small Cart" shall mean a cart with a capacity from 30-39 gallons
- "Medium Cart" shall mean a cart with a capacity from 60-69 gallons
- "Large Cart" shall mean a cart with a capacity from 90-99 gallons

City Limits: The boundary of the City of Fort Collins as identified via the City of Fort Collins GIS system (see details in section 3.0). City Limits does not include the Growth Management Area.

Collection Services: The collection, transportation, and delivery to an appropriate facility of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items, and associated services for Residential Units conducted in a manner consistent with all applicable laws and regulations and the provisions of the executed Agreement.

Contract Term: The contract shall commence on the Effective Date and shall continue for five (5) years from the Service Commencement Date, unless terminated as provided under the contract.

Contractor: The firm selected by the City to provide Collection Services.

Core Service: Collection Services of Solid Waste, Recyclable Materials, and Yard Trimmings. At the City's option, Customers may elect to opt out of Yard Trimmings collection. Core Services may also include Bulky Items in the event the City elects to include Bulky Items in the contract.

Customer: An individual who contracts with the Contractor for Collection Services.

Door-to-Door Service: Contractor shall provide door-to-door service (in which Contractor's staff brings carts from the Customer's location to the curb or alley for servicing and returns the carts) for Customers with a disability upon request for no additional charge. Current estimated usage of this service is less than 1% of residential Customers.

Dumpster: Means a metal or plastic container, one (1) cubic yard to ten (10) cubic yards in volume, that is manufactured and used for the collection of Solid Waste or Recyclable Materials.

Effective Date: Means the effective date of the Agreement, which shall be the date stated in Section 4, Contract Period.

Electronics: Means any electronic device or electronic component as those terms are defined in the Colorado Hazardous Waste Regulations, 6 Code of Colorado Regulations 1007-3, Section 260.10.

Hazardous Waste: Any chemical, compound, substance or mixture that state or federal law designates as hazardous because it is ignitable, corrosive, reactive or toxic, including but not limited to solvents, degreasers, paint thinners, cleaning fluids, pesticides, adhesives, strong acids and alkalis and waste paints and inks.

Recyclable Cardboard: Means corrugated cardboard, and shall include, but not be limited to, materials used in packaging or storage containers that consist of three (3) or more layers of Kraft paper material, at least one (1) of which is rippled or corrugated. Cardboard shall be considered recyclable cardboard regardless of whether it has glue, staples or tape affixed, but not if it is permanently attached to other packing material or a non-paper liner, waxed cardboard or cardboard contaminated with oil, paint, blood or other organic material.

Recyclable Materials: Means the materials listed in Table 3 and any other materials identified by Contractor and approved by the City as recyclable materials, which have been separated from Solid Waste and can be recovered as useful materials and are properly prepared for the purpose of recycling.

Residential Units: Means and includes all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City, subject to certain exceptions and/or City-granted variances as stated herein, and any Service Opt-in Customers.

Exceptions:

- Residential Units served by Dumpsters;
- Home Owner Associations (HOAs) with existing Solid Waste and recycling collection contracts as of the Effective Date and that meet the requirements in Chapter 12, Article II and Chapter 15, Article XV of the City code.

Variances:

- **Shared Service** – A variance from paying the Service Opt-Out Fee may be granted by the City if a Residential Unit shares Collection Services with another Residential Unit and shows to the reasonable satisfaction of the City that the Residential Units with shared service consistently produce combined total waste in an amount equal to or less than is collected through the Super Saver Service. Variances for this reason are anticipated to apply to less than 0.5% of Customers.
- **Excess Producers** - A variance from paying the Service Opt-Out Fee may be granted by the City if a Residential Unit shows to the reasonable satisfaction of the City that the Residential Unit consistently produces waste in an amount greater than the XL cart service. Variances for this reason are anticipated to apply to less than 0.5% of Customers.

Service Commencement Date: The date Collection Services at the Residential Units begins. Such date shall be mutually agreed upon by the parties and will start not less than six (6) and not more than twenty-four (24) months from the Effective Date of the Agreement

Service Opt-in: HOAs that meet an exception to the definition of Residential Units and multi-unit residential buildings containing eight (8) or more dwelling units may opt in as a Customer.

Service Opt-Out Fee: Any Customer wishing to not receive the contracted service will be charged the Super Saver Service price in lieu of receiving service from the Contractor.

Service Suspension: Contractor shall allow Customers to suspend service once per year upon request for a minimum of one (1) and maximum of six (6) months. Customers who request a Service Suspension will be charged the Super Saver price during such period of time. Contractor may not charge the Customer to start or stop the Service Suspension.

Service Year: A period of 12 calendar months beginning on the Service Commencement Date.

Solid Waste: Means all refuse, putrescible and nonputrescible waste, excluding Electronics, discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial appliances, hazardous wastes, materials used as fertilizers or for other productive purposes and Recyclable Materials or Yard Trimmings which have been source separated for collection.

Subcontractors: The Contractor may not subcontract any of the services without the prior written consent of the City. If any of the services are subcontracted with the consent of the City, the Contractor shall be solely responsible for the performance of all duties under the Agreement..

Super Saver Service: A Solid Waste service level that is less than the Small Cart service (but not necessarily 100% price differential) and is offered to Customers at a price less than the Small Cart service. Super Saver Service shall also include the same services as are included in the other Solid Waste service levels (Recyclable Materials, Yard Trimmings, and Bulky Items collection). Examples of Super Saver Service options are included in Section 4.1.

Wildlife-Resistant Carts: The City does not require wildlife-resistant carts.

Yard Trimmings: Means those materials included in Table 4, and any other similar organic materials identified by Contractor and approved by the City as yard trimmings.

3.0 DEMOGRAPHIC & CURRENT PROGRAM

Community Demographics

- Approximately 40,000-45,500 Residential Units in Fort Collins are eligible for Collection Services under this contracted service.
- Approximately 10,500 additional Residential Units are in HOAs with existing contracts for Solid Waste and Recyclable Materials collection.
 - Some of these HOAs may be found to have contracts that are not compliant with the City's requirements and may join the City's contract
 - These HOAs may be required to add Yard Trimmings collection service, which may be provided by the City's Contractor or the HOA's existing contracted hauler at each HOA's discretion. If the HOA chooses the City's Contractor, the HOA and the Contractor will individually negotiate the price for collection service. The requirement for Yard Trimmings collection is anticipated to begin concurrent with the Service Commencement Date. The HOA Yard Trimmings requirement may be considered by Fort Collins City Council as a code change along with adoption of the Residential Solid Waste Collection Agreement.

GIS / Geographic Information

City Limits

The Contractor shall provide Collection Services for Residential Units within the City Limits. The City Limits can be downloaded from the City's Geographic Information System (GIS) at <https://www.fcgov.com/gis/downloadable-data>.

Alleys

- City-maintained alleys can be viewed within the "Street Centerlines" GIS data download from www.fcgov.com/gis/downloadable-data. Filter data by STREETTYPE "Alley."
- Privately-maintained alleys include but are not limited to alleys in the following developments. These developments may or may not already have contracted collection via their Homeowners' Association (HOA):
 - Observatory Village
 - Harvest Park

- Old Town North
- Sienna (neighborhood east and west of Azuro Dr.)

Homeowner's Associations (HOAs) with Existing Contracts

A map of the location and relative size of the HOAs with existing Solid Waste and Recyclable Materials collection contracts as well as the Fort Collins City Limits are included in the Attachment 2.

Existing Program

Fort Collins currently has an open market system in which haulers are required to have a license. That license requires:

- Solid Waste
 - Weekly collection
 - Pay-As-You-Throw pricing with 100% price differential between three cart sizes including Small (\$X), Medium (\$2X), and Large (\$3X).
- Recyclable Materials
 - Minimum of every-other-week collection
 - Up to two Large Carts bundled with Solid Waste service for no additional charge
 - Hauler must offer choice of cart size to customer; including Large or Medium carts; some offer Small Carts or open-top 18-gallon tubs.
 - Current participation: 96% of households
- Yard Trimmings
 - Weekly collection from April – November
 - Residents must opt into the collection service and pay an additional fee
 - Current subscription rates: 23% of open market households, 5% of HOAs; a combined total of approximately 17% City-wide

Table 1 - 2021 Fort Collins Cart Distribution

	Super Saver Service	18-gal tub	Small Cart	Medium Cart	Large Cart
Open Market Solid Waste	1%	N/A	43%	41%	16%
Open Market Recycling	N/A	9%	0.1 %	53%	38%
Open Market Yard Trimmings	N/A	N/A	N/A	22%	1%
Contracted HOA Solid Waste	N/A	N/A	31%	36%	33%
Contracted HOA Recycling	N/A	17%	1%	42%	40%
Contracted HOA Yard Trimmings	N/A	N/A	N/A	3%	2%

4.0 SCOPE OF WORK/COLLECTION SERVICES

4.1 Solid Waste Collection

Core Service Rates proposed in the Price Sheet (Attachment 3) shall include the following Solid Waste Collection Service components.

Proposal Requirements - Solid Waste

Proposal shall include the following Solid Waste Collection Service components.

- Five service levels as described in Table 2
- Volume-based rates as described below
 - 100% price difference between cart sizes (except for Super Saver Service)
- Weekly collection
 - Super Saver Service may be less frequent
- Materials shall be collected from wheeled carts with lids as described below
- Any Solid Waste overflows shall be assessed an extra cost as described below
- At the City's sole option, Contractor shall dispose of all Solid Waste at the Larimer County Landfill or the permitted landfill of the Contractor's choice

Table 2
VOLUME-BASED SOLID WASTE SERVICE DETAILS

SOLID WASTE SERVICE LEVEL	CART SIZE	COLLECTION FREQUENCY	PRICING PER MONTH for CORE SERVICES
Super Saver Service	Less than Small service	To be described in proposal	Less than \$X
Small Service	30-39 gallon	Weekly	\$X
Medium Service	60-69 gallon	Weekly	\$2X
Large Service	90-99 gallon	Weekly	\$3X
XL Service	Two 90-99-gallon carts	Weekly	\$6X

Overflow Solid Waste

When a Customer sets out un-carted Solid Waste (including if a cart lid cannot fully close), the Contractor shall:

- Photograph the Solid Waste
- Affix an appropriately marked service tag to the Customer's Solid Waste cart
- Collect the overflow Solid Waste on the same day as Solid Waste cart
- Charge the Customer an extra cost as follows:
 - Cost for overflow shall be proportional to the volume of overflow solid waste
 - Fee per 32-gallon bag equivalent shall be proposed in the Price Sheet (Attachment 3)
 - Contractor will retain the additional cost paid by the Customer
- Note that if Contractor selects bag / tag / sticker Super Saver Service, pre-paid bags or tagged or stickered bags shall not be considered overflow Solid Waste

Blocked Carts

If the Contractor cannot access a cart to service it, the Contractor shall:

- Photograph the cause of the issue
- Affix an appropriately marked service tag to the Customer's Solid Waste cart (and any other carts out for service that day). If attaching a tag is not feasible / practical, Contractor shall contact the Customer via text, email, or phone call to notify them of the problem and when their carts will next be serviced
- Contractor may leave the cart un-serviced until the service day that follows the removal of the situation blocking access to the cart(s)
- The following regularly scheduled service day, the Customer may set out 2x the regular amount of materials that would have been initially collected for no additional charge to account for the missed service. In this circumstance, materials equivalent to the regular service level shall not be considered overflow and Customer shall not be charged extra.
- If the blockage remains on the next service day, Contractor shall notify the City Representative and does not have to service the location until the blockage is addressed

Other Prohibitions

City code prohibits Customers from disposing of Recyclable Cardboard in Solid Waste or Yard Trimmings carts or Electronics in any cart. When Recyclable Cardboard appears to constitute 25% or more of a Solid Waste or Yard Trimmings cart or when Electronics are observed in any cart, the Contractor shall:

- Photograph the item(s) in the cart
- Affix an appropriately marked service tag to the Customer's Solid Waste cart
- Not service the cart until the Recyclable Cardboard is removed
 - Contractor may leave the cart un-serviced until the service day that follows the removal of prohibited materials
 - The following week, the Customer may set out 2x the regular amount of Solid Waste for no additional charge to account for the missed service the week prior. In this circumstance, bags equivalent to the regular weekly service level of Solid Waste shall not be considered overflow Solid Waste.
- If Customer has not removed the materials by the next service day, Contractor shall notify the City Representative for compliance action

Super Saver Service

Contractor's proposal shall include the container type and service frequency for the proposed Super Saver Service level. The service must be offered at a cost less than the Small Service but does not have to be a 100% price differential. The Super Saver Service must also include the same services as the other Solid Waste service levels (Recyclable Materials, Yard Trimmings, and Bulky Items collection). Examples of programs that would qualify as Super Saver Service that are active in northern Colorado are stated below. Contractors are welcome to propose different approaches.

Examples in Northern Colorado:

- Pay by the bag / tag / sticker:
 - Base monthly service fee includes Core Services (including curbside collection of Recyclable Materials, Yard Trimmings and Bulky Items collection)
 - Resident purchases pre-paid trash bags / tags / stickers at the Contractor's office and then places the bags out for collection on service day as needed. If this option is proposed, the proposal shall identify the location(s) where bags / tags / stickers may be purchased by the Customer. The location(s) must not be a City facility and must be within City Limits. The Contractor must accept cash and credit card payments for this service.
- 16-gallon carts: An insert is placed inside a 32-gallon cart to reduce the functional size to a 16-gallon cart that can be serviced weekly with automated trucks
- Every other week service: Super Saver Small Solid Waste carts have a different color lid and are only serviced every other week.

4.2 Recyclable Materials Collection

Core Service Rates proposed in the Price Sheet (Attachment 3) shall include the following Recyclable Materials Collection Service components.

Proposal Requirements - Recyclable Materials

Proposals shall include the following Recyclable Materials Collection Service components regardless of service options:

- The cost of Recyclable Materials collection shall be bundled in the Core Service price (i.e. the Customer's bill shall not include a separate itemized line-item price for Recyclable Materials collection)
- Standard service shall be a Large Cart
 - Residents can select a Medium Cart for no change in their monthly cost
- Collection shall be on the same day as Solid Waste collection
- Materials shall be collected in wheeled carts with lids
 - Note: The City will not offer open-top 18-gallon tub service because the tubs require manual collection and are a source of pollution when Recyclable Materials blow out of them
- At the City's discretion, Contractor shall deliver Recyclable Materials to the Larimer County Recycling Center or the permitted recycling center of the Contractor's choice
- Contractor proposals may identify any proposed additions to the materials in Table 3.
- Recyclable Materials shall not be landfilled unless the load is rejected from the recycling center due to contamination. If that occurs, Contractor shall notify the City Representative immediately with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to City.

Table 3
MINIMUM LIST OF RECYCLABLE MATERIALS TO COLLECT

Recyclable cardboard	Plastic bottles, tubs, jugs and jars (#1,2 and 5)
Office paper (white and colored)	Aluminum cans, foil & pie plates
Magazines	Steel / tin cans & empty aerosol cans
Paperboard	Glass bottles and jars
Kraft paper	Aseptic containers

See City recycling guidelines poster at http://www.fcgov.com/recycling/pdf/2018_recycle_guidelines.pdf.

Recyclable Materials Service Scenarios

Proposals shall assume provision of Recyclable Materials Service for 100% of Customers. Proposals must provide pricing for two distinct service scenarios stated below. Contractor costs for each scenario shall be proposed in the Pricing Sheet (Attachment 3).

- Recyclable Materials Service Scenario 1: Every-other-week collection of up to two Large Recyclable Materials Carts
- Recyclable Materials Service Scenario 2: Weekly collection of one Large Recyclable Materials Cart

Recyclable Materials Contamination

The Recyclable Materials contamination threshold shall be 10% by volume. When the Contractor encounters a cart with 10% or more contamination, the Contractor shall:

- Photograph the item(s) in the cart
- Affix an appropriately marked service tag to the Customer's Recyclable Materials cart
- Not service the cart until the contamination is removed
- Contractor may leave the cart un-serviced until the service day that follows the removal of the contamination
- The following regularly schedule service day, the Customer may set out 2x the regular amount of Recyclable Materials for no additional charge to account for the missed service. In this circumstance, Recyclable Materials may be placed in Recyclable Cardboard boxes and shall not be considered overflow Recyclable Materials
- If the Customer has not removed the contamination by the next service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee

4.3 Yard Trimmings Collection

Core Service Rates proposed in the Price Sheet (Attachment 3) shall include the following Yard Trimmings Collection Service components.

Proposal Requirements – Yard Trimmings

Proposal shall include the following Yard Trimmings service components regardless of other service options:

- The cost of Yard Trimmings collection shall be bundled in the Core Service price (i.e. the Customer's bill shall not include a separate itemized line-item price for Yard Trimmings collection)
- Standard service shall be a Large Cart
 - Residents can select a Medium Cart for no change in their monthly price
- Materials shall be collected in the cart only (no loose materials will be accepted)
- Weekly service shall be provided seasonally from April 1st through November 30th each year
- Collection shall be on the same day as Solid Waste collection
- Materials shall be collected in wheeled carts with lids
- Contractor shall deliver Yard Trimmings to a permitted / licensed compost processing facility
 - Contractor shall receive approval from the City to take materials to a facility other than a permitted / licensed compost processing facility
 - Contractor proposals shall include the planned destination(s) for Yard Trimmings
 - Contractor proposals may identify any proposed additions to the materials included in Table 4
- Yard Trimmings may not be landfilled unless load is rejected from the Yard Trimmings destination due to contamination. If that occurs, Contractor shall notify City contact immediately with details of the incident / cause of the contamination. Contractor shall also include details and cause of the contamination incident in the regular report to City.

Table 4
MINIMUM LIST OF YARD TRIMMINGS TO COLLECT

Brush & Limbs sized to fit in the cart
Grass Clippings
Leaves
Garden Trimmings / Weeds / Plant Material

Yard Trimmings Service Scenarios

Proposals must provide pricing for two distinct service scenarios stated below. Contractor price for each scenario shall be proposed in the Pricing Sheet (Attachment 3).

- Yard Trimmings Service Scenario 1:
Bundled seasonal Yard Trimmings collection service for 100% of Customers.
- Yard Trimmings Service Scenario 2:
Optional seasonal Yard Trimmings collection service with estimated participation rate of 75% of Customers. In Scenario 2, Customers would be automatically enrolled in the service but could contact the Contractor to decline collection service and receive a predetermined reduction in the Core Service price.

Yard Trimmings Contamination

The Yard Trimmings contamination threshold shall be 10% by volume. When the Contractor encounters a cart with 10% or more contamination, the Contractor shall:

- Photograph the item(s) in the cart
- Affix an appropriately marked service tag to the Customer's Yard Trimmings cart
- Not service the cart until the contamination is removed
- Contractor may leave the cart un-serviced until the service day that follows the removal of the contamination
- The following week, the Customer may set out 2x the regular amount of Yard Trimmings for no additional charge to account for the missed service. In this circumstance, Yard Trimmings may be placed in paper yard waste bags and shall not be considered overflow Yard Trimmings.
- If the Customer has not removed the contamination by the next service day, the Contractor shall affix a service tag to the cart, service the cart as Solid Waste, and charge the Customer the equivalent overflow Solid Waste fee

4.4 Periodic Residential Bulky Items Collection

Proposal Requirements – Bulky Items

Proposal shall include the following Bulky Items service components regardless of other service options:

- Collection on an on-call basis
- Collection within one calendar week of request
- Collection need not be on the same day as regular Solid Waste services
- Contractor proposal shall include proposed collection equipment
- The City prefers but does not require proposal elements that encourage reuse of Bulky Items rather than landfilling them
- The Contractor shall track the number of and types of items collected (in categories mutually agreed upon by the Contractor and the City)
- Bulky Items shall be proposed in the Pricing Sheet (Attachment 3) in two categories:
 - 1) No Additional Fee Bulky Items
Shall include common household items, including but not limited to non-freon containing appliances and furniture, excluding the following:
 - Hazardous waste
 - Electronics
 - Yard waste
 - Recyclable Cardboard
 - Items that weigh over 60 pounds
 - Items larger than 6' x 6'

2) Additional Fee Bulky Items

Shall include items for which Customers will be charged an extra fee

- Contractor shall include in the Pricing Sheet (Attachment 3) any Additional Fee Bulky Items and the amount proposed for each of them.

Bulky Items Collection Scenarios

Proposals must provide pricing for two distinct service scenarios stated below. Contractor costs for each scenario shall be proposed in the Pricing Sheet (Attachment 3).

- Bulky Items Collection Scenario 1: Collection of up to two No Additional Fee Bulky Items / year for each Customer
 - The price of this Bulky Items Collection Scenario 1 shall be bundled in the Core Service price (i.e. the Customer's bill shall not include a separate itemized line-item price for Bulky Items collection)
 - Contractor can charge the Customer the additional price included in the contract for each Additional Fee Bulky Item.
 - Customer will pay Contractor directly for each Bulky Item collection requested beyond the two included items. Pricing for these additional Bulky Items shall be the pricing proposed in Bulky Items Service Scenario 2.
- Bulky Items Collection Scenario 2: Collection of unlimited Bulky Items for a separate price
 - Customer will pay Contractor directly for each item. The price will be separate from the Core Service price.

4.5 Dumpster Service for Multi-Unit Residential and Commercial Customers

In the Price Sheet (Attachment 3), proposals shall include pricing for Solid Waste and Recyclable Materials Dumpster service for multi-unit residential buildings or commercial buildings that opt in to receive such Dumpster service by Contractor. Service frequency and Dumpster sizes requested are included in the Price Sheet (Attachment 3).

4.6 Other Services or Additional Material Collections or Other Ways to Improve Program

Nothing in this Request for Proposals is intended to limit the Contractor from offering other services or collecting additional materials or other ideas for ways to improve the program subject to the following:

- Such supplemental service(s) enhances services under the City's Agreement and supports the City's sustainability goals
- Collection is compliant with the terms of the City's Agreement and all local, state and federal laws and regulations
- Materials are managed at appropriately licensed / permitted facility
- The City does not wish to pursue seasonal Yard Trimmings collection events or Bulky Items collection days as part of the scope of the RFP

5.0 OPERATIONAL SPECIFICATION

The Contractor shall provide all resources, equipment, and personnel necessary to perform all services described herein.

5.1 Carts

The Contractor shall purchase, assemble, and deliver all Solid Waste, Recyclable Materials, and Yard Trimmings carts as part of the City's contract. Cart ownership will transfer to the City at the end of the Agreement Term. The cost of the carts shall be itemized in the Price Sheet for purposes of this proposal. The Customer's bill shall not include a separate itemized line-item price for carts. The quoted price shall not include any grant funding. The final pricing for carts shall be reduced an amount equal to any grant funding provided by the City.

Carts shall be new, wheeled units that meet the following criteria:

- The cart body and lid shall be distinct for Solid Waste, Recyclable Materials and Yard Trimmings carts. Cart colors shall be:
 - Grey for Solid Waste (if grey carts significantly alter the cart price, Contractor can propose an alternative color other than blue or green)
 - Blue for Recyclable Materials
 - Green for Yard Trimmings
- Cart sizes available must be consistent with service levels in Section 4.
- Carts must be compatible with industry standard collection equipment
- Carts shall be manufactured with a minimum of five percent (5%) residential post-consumer recycled plastic content based on the weight of the entire mass of the body, lid and wheels
- Radio Frequency Identification (RFID) tags must be embedded in carts at the time of manufacturing
 - Contractor is not required to purchase RFID reading equipment or to use an RFID tracking or data management system
- Carts shall be hot-stamped with City logo, contact phone number, and have full-color guidelines for acceptable/unacceptable materials printed on the lids of the Recyclable Materials and Yard Trimmings carts
 - City will provide information and artwork for hot stamp and guidelines printing
 - Contractor information shall not be included on carts
- Contractor proposal shall include the proposed cart manufacturer, model number, and brief summary of the basis for the selected cart manufacturer and model.
 - The City retains the right to approve cart manufacturer
- Contractor proposal shall include details about the cart warranty, including length of warranty and transferability to the City at the end of the Agreement Term.

Grant Funding

The City has secured \$15 per Recyclable Materials cart in grant funding from The Recycling Partnership to offset part of the Recyclable Materials cart cost. The City continues to seek grant funding to offset other cart costs. The quoted price shall not include any grant funding. The final pricing for carts shall be reduced by an amount equal to any grant funding provided by the City.

Cart Exchanges and Replacement

Initial Service Start-Up:

- Existing service providers who are not awarded the contract will coordinate with the City to remove their carts from households shifting to the City contract in a timely manner and with no charge to the household, per City code
- Contractor proposal shall include a strategy for removing existing Customer carts and replacing with new carts as well as providing carts to new Customers during the transition period with no service disruption
- Initial cart delivery and collection of the Contractor's existing carts shall be at no charge to the Customer

Ongoing:

- The following cart services shall be provided to the Customer for no additional charge
 - Initial delivery of carts when a new Customer starts service
 - Collection of carts when a Customer ends service
 - Repairing or replacing broken or missing carts
 - Exchanging carts for a different service size
 - Cart delivery or exchange for any other reason
 - Contractor shall provide up to two delivery / exchange / repair instances per service address per year for no additional charge (each instance could involve one or more carts)
 - Contractor can charge Customer a delivery / exchange fee for delivery / exchange / repair needs beyond two instances per year
- Contractor shall deliver carts requested due to service level change requests, new service or replacements within 2 business days of request
- Contractor proposal shall provide an overview of the strategy for maintaining the optimum inventory and mix of cart sizes to support Customers

Cart Maintenance

Contractor shall provide routine cart maintenance, repair and replacement. The cost for such services shall be incorporated into the cart cost proposed in the Pricing Sheet (Attachment 3).

Contractor shall:

- Maintain carts graffiti-free and in good working condition
- Clean up any spills or litter caused by collection or transportation, regardless of whether it is on public or private property
- Repair any damaged carts that can reasonably be returned for regular service
- Replace carts that cannot reasonably be repaired
- Recycle any decommissioned carts

Contractor proposal shall include the proposed location(s) for ongoing cart storage, cleaning and repair.

5.2 Collection Vehicles

The Contractor shall provide all vehicles and equipment needed for materials collection and transportation in an efficient and environmentally-sensitive manner.

The Contractor's proposal shall include details regarding the vehicles it intends to use for the Collection Services. Details must include, but are not limited to the following:

- Vehicle type, manufacturer, and model number
- Number of vehicle by vehicle type
- Fuel by vehicle type
- Average vehicle age by vehicle type
- Overview of vehicle replacement schedule
- Overview of preventative and corrective maintenance programs

Provide the date, description and resolution/corrective action taken for any vehicle accidents, infractions, or overweight vehicles that occurred within the last three (3) years.

When operational, all collection and transfer vehicles shall:

- Cover their loads
- Be kept in good repair and appearance
- Be clean and sanitary
- Be compliant with all local, state and federal safety and inspection regulations

Any vehicle leaks or spills shall be cleaned up as soon as possible and no later than 24 hours after occurrence.

Contractor proposal shall include plan to track and address overweight vehicles. Instances of overweight vehicles shall be included in the regular report to the City.

Sustainable Vehicles

City goals include decreasing pollution and increasing sustainability. The City welcomes proposals that further these goals.

Proposals shall include the Contractor's level of commitment and timing to implement some or all of the following strategies to support greenhouse gas reduction.

- Convert to and/or expand alternative fuel vehicles, especially electric and/or natural gas vehicles utilized to provide Collection Services in the City
- Equip vehicle engines with emission-after-treatment devices such as NOx reduction catalysts and particulate filters
- Equip vehicles with operate-in-gear-at-idle technology and automatic engine shut-off systems
- Implement other reasonable mitigation or pollution prevention equipment or practices
- Implement noise reduction technology such as low-noise bin lifters and quiet work practices

An evaluation of fleet status will be a compulsory component of any consideration to a proposed change in pricing due to the cost of fuel.

5.3 Collection Personnel

The Contractor shall maintain staffing levels required to support the Collection Services on the schedules set forth herein. The Contractor shall have implemented a current Department of Transportation (DOT) compliance policy. Such policy shall be subject to audit and review by the City with reasonable prior notice.

At a minimum, all vehicle drivers shall be:

- Licensed by the State of Colorado with a valid Class B Commercial Driver License (CDL) with air brakes endorsement
- Alert, careful, courteous and competent
- Appropriately trained in operations and safety measures
- Provided with appropriate communication tools and Personal Protective Equipment (PPE)

Cell phones shall not be used in a moving vehicle.

5.4 SAFETY

The Contractor shall embrace a culture of safety to include a documented safety program for the Collection Services. The safety program must include as a minimum the following:

- Health and Safety Training
- Employee/Management Responsibility
- Hazard Recognition and Control
- Incident Reporting and Investigation

The Contractor shall track and report its Experience Modification Rate (EMR) on an annual basis. As part of the proposal please provide the EMR for the previous three (3) years. The Contractor shall track and report its OSHA Total Recordable Incident Rate (TRIR) and Days Away Restricted or Transferred (DART) calculated as follows:

TRIR	$\frac{\text{Number of recordable cases} \times 200,000}{\text{Number of hours worked}}$	DART	$\frac{\text{Number of DART cases} \times 200,000}{\text{Number of hours worked}}$
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5.5 Collection Schedule

Solid Waste, Recyclable Materials, and Yard Trimmings shall be collected from each Customer on the same day. On-call Bulky Items collections can be on a different day.

Hours and Holidays

All collections shall be conducted between 7 AM and 7 PM Monday through Friday and 7 AM to 7 PM on Saturdays during any week with a holiday. No collections shall occur on Sundays or holidays unless expressly authorized by the City Representative. Holidays shall include New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

Severe Weather Protocol

Contractor may suspend service on days that the City closes or when the City declares a late start due to severe weather or other times authorized by the City Representative. In the event of a closure/late start due to severe weather, the City will post a notification by 5 AM.

Contractor shall collect any missed collections due to suspended service within one calendar day of City facilities opening unless otherwise approved by the City Representative. The resumed service may cause a similar delay to other service days throughout that service week. (For example, if service is suspended on a Tuesday and resumes on Wednesday, the Tuesday Customers would be serviced on Wednesday and so on, including Friday collections taking place on Saturday.)

5.6 Program Transition Services

The transition period will begin on the contract Effective Date and end on the Service Commencement Date.

City Responsibilities

- Collaborate with the Contractor to design public notifications and service tags for the Collection Services
- Provide City information for cart hot stamps and artwork for printed material guidelines on cart lids
- Help to resolve questions while Contractor develops service address list
- Determine whether HOAs with existing hauling contracts comply with City requirements (and thus are exempt from the City contracted hauling program) and share that information with the Contractor
- Provide a phone number that shall be routed to the Contractor and that the Contractor shall use for all customer service inquiries, requests, complaints and other as related to this contract. The City will keep the phone number for contract customer service, regardless of whether a different Contractor is selected in the future
- Coordinate removal of carts from Customers of other service providers
- Establish Customer billing rates based on the contract pricing and the City's administrative fee established by the City Council

Contractor Responsibilities

Contractor's proposal will include proposed dates for each of the following activities to be completed during the transition period and thereafter during the term of the contract:

- Develop, produce and distribute public notifications to Customers
 - Contractor shall collaborate with the City to design the public notifications and City shall have final approval authority
 - Contractor shall distribute public notifications at the following times at a minimum
 - During the initial start-up period
 - When new Customers start service (after the service start-up period)
 - When Customers change service levels at any time
 - Annually to all Customers at a time agreed upon with City Representative
 - The notification shall be in a multi-color, user-friendly format with any text in both English and Spanish and shall include:
 - Available service levels and rates
 - Annual collection calendar

- Set-out times and locations
- Directions for changing service levels, managing overflow Solid Waste, contamination, and requesting additional services
- Guidance on acceptable and unacceptable materials in Recyclable Materials and Yard Trimmings carts
- Develop service address list
- Facilitate and manage Customer cart size selection
- Conduct all billing set up
- Develop and distribute a collection calendar(s) for all Customers
- Produce service tags to address situations such as blocked carts, Solid Waste overflows, contaminated Recyclable Materials or Yard Trimmings, or other conditions that impact service or safety. Tags shall:
 - Include text in English and Spanish
 - Be made of durable, water-resistant material that can be written on
 - Be printed with 1 color
 - Have a mechanism for temporary attachment to carts
 - Be a minimum size of 5" x 10"
- Remove all carts from existing Customers at no additional cost per Section 5.1
- Provide all other services stated in the RFP and/or required to provide Collection Services in accordance with the terms of the Agreement.

5.7 Customer Billing

All Customer billing shall be conducted by the Contractor on behalf of the City.

Customer rates will be established by the City based on Contract pricing and City administrative fee. Rates and fees shall remain unchanged during each Service Year unless otherwise approved by an amendment to the Agreement. Customer bills may be on a monthly or quarterly schedule and can be assessed in advance or in arrears. Contractor proposal shall include the anticipated billing frequency and whether it will be assessed in advance or in arrears and why.

Contractor proposal shall address how the Contractor proposes to address the funding from Extended Producer Responsibility when it comes available. See C.R.S. 25-17-101 et seq.

All Customer bills shall include the following:

- Applicable Core Service rates
- Statement that Recyclable Materials collection (and seasonal Yard Trimmings collection if City selects Yard Trimmings collection scenario 1) are bundled services (i.e., Customer cannot elect not to receive)
 - City will provide text
- Separate itemization of any fees for overflow Solid Waste, contamination, Bulky Items collection and any other fees approved by the City
 - The only fees allowed on Customer bills are those described in this Request for Proposals and incorporated into the executed agreement. *All costs of service must be addressed in the Core Service rate or fees described in this Request for Proposals*

- City administrative fee(s) may be itemized separately or included with the Core Service price at the City's discretion. If itemized, the City will provide text to be included
- Bills shall include text in Spanish providing Customers with directions for requesting their full bill in Spanish

The Contractor shall provide Customer name, service address, billing address, phone number, Customer email, cart number and related cart sizes per service type to the City in an electronic format acceptable to both parties at the end of the Agreement.

5.8 Customer Service and Education

All customer service functions shall be provided starting in the transition period and shall continue through the Agreement Term. Contractor proposal shall include dates within the transition period when partial and/ or full Customer service capabilities will be provided that align the Contractor's proposed transition schedule.

Dedicated Customer Service Representatives

Prompt customer service from representatives that understand Fort Collins' program is very important to the City. Although the City prefers the Contractor's customer service office to be located in Fort Collins, the City will consider other approaches. However, all dedicated customer service staff shall have a comprehensive working knowledge of Fort Collins neighborhoods and the specific details of services and rates provided under the Agreement. Contractor proposal shall include the number of customer service representatives they will dedicate to service the Customers (distinct from centralized call center responsibilities that service many communities), where the customer service representatives will be located, and how Contractor will ensure customer service representatives are familiar with Fort Collins' contract and neighborhoods.

Customer Service Hours

Dedicated customer service staff shall be available at a minimum from 8 AM to 5 PM MST Monday through Friday and Saturdays during weeks when holidays or service suspensions require Saturday collections. Contractor proposal shall include the hours for which dedicated customer service representatives will be available for Customers. Contractor proposal may, but is not required to, propose roll over hours to national call centers to extend customer service hours (only outside of minimum business hours).

Customer Queries, Complaints and Service Change Requests

The Contractor shall detail in the RFP response their approach to effectively meet the following requirements:

- Address all issues directly
 - The City shall not be the default customer service provider
- Answer Customer contacts primarily with live personnel
 - When call volume is unexpectedly high and live personnel are addressing other City queries, Customers shall be able to leave direct voice mail message; Contractor shall respond to Customer query within 1 business day
 - Maintain an average hold time of two minutes or less for customer service over the phone
 - Maintain an average abandonment rate of less than one percent of customer calls for customer service over the phone

- Resolve any missed collection issues within 1 business day
 - Excluding delays associated with service suspensions
 - Excluding instances where Customer had late set-out, blocked cart or excessive contamination (all of which shall be resolved or referred to the City within 1 calendar week)
- Resolve any other Customer or City complaints within 2 business days
- Respond to any service change or Bulky Items collection requests within 2 business days
 - Actual change or collection shall be completed within 1 calendar week
- Resolve all complaints and requests to the satisfaction of Customers and the City
- City shall have access to the recording of any complaints received via phone (upon request)
- City Representative or their designate shall be copied on all responses to written complaints via email, forms, or other means. The original complaint shall be included in any response.
- Contractor proposal may include proposed Customer service metrics beyond those stated in Section 5.9

Public Outreach and Education

The City will conduct comprehensive public outreach and education activities throughout the Agreement Term. The Contractor shall support these efforts by:

- Producing and distributing Customer notifications as described in Section 5.6
- Maintaining a Fort Collins-specific website page(s) with the same information required for Customer notifications
- Providing Customers with the ability to request service changes online (such as start / stop service, cart size change, Bulky Items collection, report a missed collection, opt out of Yard Trimmings collection (if applicable) etc.)
- Providing service tags and utilizing them as noted throughout this RFP,
- Providing Customers with options for e-mail and text reminders prior to collection days
- Providing the City with information that will impact Customer service at least thirty days before any changes go into effect
 - Including changes in accepted Recyclable Materials or Yard Trimmings, equipment, routing, collection schedule etc.

Contractor proposal shall include examples of similar customer notifications, service tags, websites, and collection day reminders created for other communities it has serviced, if applicable.

5.9 Regular Reports

All reports shall be submitted electronically in a format and with a level of detail that is acceptable to the City. Each report shall include information since the last report (monthly / quarterly / annual). Monthly reports shall be submitted within 15 days of the end of the month. Quarterly and annual reports shall be submitted within 30 days of the end of the month / quarter / year. Information within each topic area shall be sorted by Customer address unless otherwise specified below. For the purpose of this section, service type shall mean Solid Waste, Recyclable Materials, or Yard Trimmings. All reporting periods shall be based on a calendar year. The City reserves the right to request additional information mutually agreed up on by the City Representative and the Contractor. Reports shall include the following:

Immediate Reporting

- Contaminated loads of Recyclable Materials or Yard Trimmings that include materials from Customers that are rejected from processing facilities.
 - Include date, service type, contamination type, situation that caused contamination, and any other relevant details
- Prohibited materials in carts or blocked carts that are not corrected within one week by Customer.

Monthly Report

- Materials collected
 - Scale-based weight data for Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items collections, including facilities where they were delivered for reuse, recycling, composting, disposal or other management.
 - The weight of City materials in any mixed loads that also includes non-City Solid Waste can be estimated using methodology acceptable to the City
 - If materials were delivered to more than one facility, include the scale-based weight data for each facility
- Customer complaints
 - Include date of complaint, service address, complaint type, resolution, and date resolved
 - For purposes of this report, a complaint is any customer contact other than a service change or information request
 - Contractor and City will develop list of complaint types that are mutually agreeable, and they may include missed pick up, unsafe driving, spills, operating outside permitted hours, customer service phone call hold times, other customer service issues, etc.
- Missed collection
 - Date of missed collection, date of resolution, service type missed, service address, and whether missed collection was due to Contractor or Customer (i.e. late set out, blocked cart etc.)
- Contaminated loads of Recyclable Materials or Yard Trimmings rejected from processing facilities
 - Include date, service type, contamination type, situation that caused contamination, and any other relevant details

Quarterly Report

- Number of Customers receiving Collection Services through the City contract
- Financials
 - Amount of administrative fee collected for remittance to the City
 - Any known performance violations and associated liquidated damages to be remitted to the City
 - Fees charged for the quarter sorted by fee type
 - Number of accounts over 90 days delinquent
- Special service situations and fees assessed
 - Include the incident date, service address, incident resolution and fee charged for the following incident types:
 - Overflow Solid Waste

- Prohibited items in Solid Waste carts (such as Recyclable Cardboard, Electronics, etc.)
- Blocked carts
- Contaminated Recyclable Materials carts
- Contaminated Yard Trimmings carts
- Bulky Items collection
 - Service address, date service request received, date of bulky item pick up, and number of items by type (in categories agreed upon by Contractor and the City)
- Customer service
 - Number of customer communications
 - Include date and type of customer service (complaint, service change, or information request)
 - Average hold times for phone calls
 - Average number of phone calls per time of day
 - Contractor and City shall mutually determine time categories, such as before 8 am, 8am-11am, 11am-1pm, 1pm to 3pm, 3pm -5pm, after 5pm
- Cart activity (includes deliveries, replacements, repairs, removal or exchanges)
 - Include type of cart, type of action (delivery, repair, replacement, removal, exchange), request date, completion date, and service address. If Customer is changing cart size, include the initial and new cart size.
- New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials
- Number of Customers opting out of Collection Service

Annual Report

- Annual summary of the number of the following
 - Missed collections by Contractor*
 - Missed collections due to Customer (late set-out, blocked cart etc.)*
 - Number of contaminated loads of Recyclable Materials or Yard Trimmings rejected by processor with brief notes of the cause
 - Carts delivered, repaired, replaced, removed or exchanged, sorted by activity type as a number and as a percentage of carts serviced by Contractor's Collection Services
- * Express these data points as a raw number and as a percentage out of all the Customers receiving Collection Services through the City
- Annual summary of each of the following Financials
 - Amount of administrative fee remitted to the City
 - Amount of performance violations and associated liquidated damages remitted to the City
 - Amount of fees charged, sorted by fee type
 - Core Service rates charged to Customers
- Summary of Bulky Item material collection by item type
- Facilities where City Solid Waste, Recyclable Materials, Yard Trimmings and Bulky Items were delivered for reuse, recycling, composting, disposal or other management

- New opportunities: any new opportunities identified by Contractor to decrease materials landfilled, increase reuse, recycling or composting of materials

Available to City Upon Request

- Customer and service level details
 - Customer name, service address, billing address, phone number, Customer email, cart numbers and related cart sizes per service type
- Customer invoice
- Photograph of any incident of overflow solid waste, prohibited item in Solid Waste cart, blocked cart, contaminated Recyclable Materials cart, contaminated Yard Trimmings cart
- Recording of customer service interactions over the phone

Quarterly Meeting

City representative and Contractor contact shall meet quarterly to review and discuss Contractor performance. Either entity may also invite additional staff members as appropriate.

Records Retention and Auditing Rights

The Contractor shall maintain all records for a minimum of three (3) years from the end of the Agreement Term and any extension. Contractor records shall be available at all reasonable times for inspection by the City. The City will retain full auditing rights of the Contractor's accounting records as they pertain to the City's contract.

5.10 Solid Waste, Recyclable Materials and Yard Trimmings Composition Analysis

If the City or any agent hired by the City conducts a composition analysis of Solid Waste, Recyclable Materials, Yard Trimmings or other materials, the Contractor shall support by diverting loads identified by the City Representative or their agent to the designated sort site (within Larimer County) during the composition analysis.

Contractor proposals may include a description and prices (see the Pricing Sheet (Attachment 2)) for the Contractor to conduct an annual Solid Waste composition analysis to identify Recyclable Materials and Yard Trimmings still being landfilled, and possible composition analysis of Recyclable Materials and/or Yard Trimmings to identify contamination percentages and items. Composition analysis should utilize the same material categories as past City composition analysis and the same methodologies as much as possible. See 2016 City Solid Waste Composition Analysis at https://www.fcgov.com/recycling/pdf/2016_Landfill__Waste_Composition_Report_28Fort_Collins29.pdf?1555024955

5.11 Contractor Compensation

Service Price Changes

The City agrees that the Contractor's pricing as stated in Attachment 3 may be adjusted annually beginning on the first anniversary of the Service Commencement Date and annually thereafter to reflect changes in the cost of doing business except in instances when performance violations on contract non-compliance issues are unresolved. The adjustment will be the lesser of the Denver-Boulder-Greeley Consumer Price Index (CPI) or three percent annually.

Uncontrollable Cost Increases or Decreases

On an annual basis beginning on the first anniversary of the Service Commencement Date the Contractor may petition the City for an additional pricing adjustment due to uncontrollable costs such as disposal or processing tip fee increases, fuel cost increases or changes in applicable regulations. The Contractor shall petition the City at least ninety (90) days prior to the anniversary date. Price adjustment petitions developed by the Contractor shall consider decreases in fuel costs (if any) as reported by the US Energy Information Administration for the Rocky Mountain region and / or Recyclable Materials tip fees as a potential counter-balance for other uncontrollable costs. Any pricing change under this subsection shall be effective on the anniversary of the Service Commencement Date.

Any petition shall include documentation to justify how the cost increases exceed the three percent per year standard increase. The City reserves the right, as a condition of approval, to inspect Contractor financial records that justify a change in the pricing. The City has no obligation to approve any petition but acknowledges uncontrollable costs may occur and intends to negotiate with the Contractor in good faith.

5.12 Administrative Fee and Liquidated Damages Remittance

The Contractor shall collect the administrative fee through Customer billing on behalf of the City. Contractor shall remit the administrative fee and liquidated damages from performance violations to the City within 30 calendar days of the last day of the calendar quarter via check or electronic transfer (at the City's discretion).

6.0 CONTRACTOR PERFORMANCE

6.1 Performance Standards & Liquidated Damages

Performance standards and liquidated damages for non-compliance to the Agreement requirements are stated in Table 5. In the event the Contractor fails to sustain the stated Performance Standard and/or any non-compliance with the terms of the Agreement may be considered a default subject to resolution in accordance with the terms of the Agreement. Table 5 consists of the following sub-tables:

In the event of a non-compliance, the City will notify the Contractor in writing of the basis of each assessment of liquidated damages and will work in good faith with the Contractor to resolve any disputes related to liquidated damages. Liquidated damages will be due to the City on the next quarterly remittance following assessment of the liquidated damages (per Section 5.12).

See Next Page for Table 5

Table 5
PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Material Conditions for Contract Default

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS	PERFORMANCE STANDARD
Failure to meet schedule for any transition activity	\$500 per day	Daily	100%
Failure to deliver all Solid Waste to Larimer County Landfill or other permitted landfill (depending on scenario City selects), all Recyclable Materials to Larimer County Recycling Center or other permitted recycling center (depending on scenario City selects), and all Yard Trimmings to approved facilities OR landfilling properly source separated Recyclable Materials or Yard Trimmings	\$3,000 per load	1 - Load	100%
Failure to maintain required insurance coverage	\$5,000 per incident	Insurance expiration date	100%
Failure to maintain irrevocable letter of credit	\$5,000 per incident	IRLOC expiration date	100%
Misrepresentation in reporting including inaccurate City administrative fees or liquidated damages	\$5,000 per incident	Each Reporting Period	100%
Contractor utilizing a driver to provide Collection Services that does not have a valid Class B CDL with air brakes endorsement and Colorado Drivers' License and/or is not current with DOT required training or other DOT requirements	\$1,000 per driver per day	All Drivers	100%
Delayed remittance of City administrative fees or liquidated damages	\$500 per day	Each Billing Period	100%
Failure to participate in mutually scheduled quarterly meeting	\$1,000 per incident	Each Quarterly Meeting	100%
Failure to allow City audits or maintain records for 3 years	\$3,000 per incident	Each City Audit	100%
Failure to provide the date, description and resolution/corrective action taken for any vehicle accidents, infractions, or overweight vehicles that occurred within the last three (3) years.	\$1,000 per incident	Each Reporting Period	100%

Failure to deliver specified loads of material to a designated location in support of a material composition analysis conducted on behalf of the City	\$1,000 per load per audit	Annual Audit	100%
Failure to appropriately bill Customers according to the Agreement OR bill for fees not approved by City OR failure to provide text in Spanish with directions for accessing full bills in Spanish	\$3,000 per billing	Each Billing Period	100%
Failure to provide the number of dedicated service representatives familiar with city neighborhoods and City contract during business hours that are agreed upon in Service Agreement	\$500 per day	Daily	100%

Daily Operations

PERFORMANCE STANDARD VIOLATION	LIQUIDATED DAMAGES	CALCULATION BASIS FOR PERFORMANCE STANDARD	CORRECTIVE ACTION TIME PERIOD	PERFORMANCE STANDARD
Collection before 7 AM or after 7 PM or not on the designated scheduled collection day (each route shall be separate incident)	\$250 per incident	Monthly	Collected between 7AM and 7PM on scheduled collection day	98%
Failure to collect missed collections within 1 business day (excludes late set-outs & blocked carts which shall be collected within 1 calendar week) (excludes severe weather delays, which shall be serviced in accordance with Section 5.5)	\$250 per Customer per day	Monthly	Within specified time frame	98%
Failure to deliver carts after service start-up OR to replace damaged/lost carts within 2 business days	\$250 per day per cart	Monthly	Within 2 business days	98%
Failure to respond to Customer queries within 1 business day	\$250 per incident	Monthly	Within 1 business day	98%
Failure to resolve billing inquiries and disputes within two business days (including Saturdays where staffing is required)	\$250 per incident	Monthly	Within 2 Business Days	98%
Failure to maintain an average hold time of two minutes or less for customer service over the phone	\$250 per incident	Monthly Average	<2 Minutes	98%

Failure to maintain an average abandonment rate of less than one percent of customer calls for customer service over the phone	\$250 per incident	Monthly Average	<1% of Customer Service calls	98%
Failure to resolve Customer or City complaints within 2 business days	\$250 per Customer per day	Monthly	Within 2 business days	98%
Failure to clean up any vehicle leaks or collect materials spilled during the execution of Collection Services within 24 hours	2X cost of clean-up incurred by City	Monthly	Within 24 hours	100%
Collection of overflow Solid Waste, prohibited materials, contaminated Recyclable Materials or contaminated Yard Trimmings without tagging & charging appropriate fee to customer	\$500 per incident	Monthly	Each Customer	98%
Failure to maintain carts in good working condition including needed repairs in accordance with the Agreement	\$100 per Cart	Monthly	Each Customer's	98%
Late or incomplete submission of on request, monthly, quarterly OR annual reports	\$250 per day	Monthly / Quarterly/ Annually	Within specified time frame	100%
Failure to cover vehicles that contain Solid Waste, Recyclable Materials, Yard Trimmings or Bulky Items OR to maintain vehicles that are clean, sanitary & in good working order	\$250 per incident	Each Load	Each Vehicle	100%
Failure to provide Bulky Item collection within 1 calendar week of Customer request	\$250 per Customer per day	Monthly	Within 1 calendar week	98%
Driver providing Collection Service utilizing a cell phone in a moving vehicle	\$500 per cell phone infraction	Monthly	All drivers	100%
Failure to maintain required color-coding for Solid Waste, Recyclable Materials or Yard Trimmings carts OR to maintain hot-stamp labels on all carts OR to maintain printed material guidelines on Recyclable Materials or Yard Trimmings carts	\$250 per cart per day	Monthly	Each Cart	98%
Failure to distribute approved notifications & collection calendars OR to develop/use approved service tags	\$250 per day	Monthly	Within specified time frame 98%	98%

6.2 Contactor Performance Review

The City reserves the right to conduct a full review of Contractor performance at any time during the contract term if any condition identified in the Agreement (see Attachment 4) occurs. If during the

review process the City finds that Contractor performance is unacceptable (regardless of remedies completed or penalties paid), it may subject the Contractor to the requirements of the termination clause in the Agreement (Attachment 4).

6.3 Irrevocable Letter of Credit

During the Term of the Agreement, the Contractor shall maintain an Irrevocable Letter of Credit as stated in the Agreement. (See Attachment 4).

7.0 REVIEW AND ASSESSMENT CRITERIA

Contractors will be evaluated on the criteria stated in Table 7. This set of criteria will be the basis for review and assessment of the written proposals and optional interview session. At the discretion of the City, interviews of the top-rated Contractors may be conducted.

The rating scale shall be from 1 to 10 for each criteria category with the following baseline for ratings:

- 1 = does not meet minimum requirements
- 5 = fulfills the minimum requirements
- 10 = exceeds minimum requirements in that category

Table 7

PROPOSAL EVALUATION CRITERIA

CRITERIA	WEIGHTING
Acceptance Key Components of City Contract and Ability to Meet Service Requirements	10%
Strategy(ies) for Enhanced Sustainability and Equity	15%
Commitment to a High-Level of Customer Service	35%
Customer Pricing	40%
Total	100%

8.0 ANTICIPATED SCHEDULE

The following represents the City's target schedule for the RFP. The City reserves the right to amend the target schedule at any time.

- RFP issuance: September 12, 2022
- Pre-bid meeting: 1:00 PM MT on September 26, 2022
- Question deadline: 5:00 PM MT on October 3, 2022
- Proposal due date: 5:00 PM MT (our clock) on October 24, 2022
- Interviews (tentative): November / December 2022
- Award of Contract (tentative): February 2023

9.0 INTERVIEWS

In addition to submitting a written proposal, the top-rated Contractor may be interviewed by the RFP assessment team and asked to participate in an oral presentation to provide an overview of the company, approach to the project and to address questions. The evaluation criteria for the oral interviews will be the same as the criteria for the written evaluations and is included in Section 8.0.

Because of recent events involving COVID-19, the City may use non-traditional methods for the optional interview phase of the assessment process. The City will receive and score written proposals. However, instead of traditional in-person interviews for the optional interview session, the City may opt to use alternate methods including, but not limited to remote interviews through a platform such as Microsoft Teams or Zoom.

10. PROPOSAL SUBMITTAL

Please limit the total length of your proposal to a maximum of fifty (50) 8 ½ x 11" pages (excluding cover pages, table of contents, dividers and Acknowledgement form, and Pricing Sheet). Font shall be a minimum of 10 Arial and margins are limited to no less than .5" for sides and top/bottom. Extended page sizes, such as 11" x 17", count as a single page and may be used for detailed pricing. Links to other files or websites shall not be permitted. Proposals that do not conform to these requirements may be rejected.

Contractors are required to provide detailed written responses to the following items in the order outlined below. The responses shall be considered technical offers of what Contractors propose to provide and shall be incorporated in the contract award as deemed appropriate by the City. A proposal that does not include all the information required may be deemed non-responsive and subject to rejection.

Responses must include all the items in the order listed below. It is suggested that the Contractors include each of the City's questions with their response.

The City of Fort Collins shall not reimburse any firm for costs incurred in the preparation and presentation of their proposal.

10.1 Cover Letter / Executive Summary

The Executive Summary should highlight the content of the proposal and features of the program offered, including a general description of the program and any unique aspects or benefits provided by your firm.

Indicate your availability to participate in the interviews on the proposed dates as stated in the Section 8, Anticipated Schedule.

10.2 Contractor Background

1. Describe the Contractor's business and background
2. Number of years in the business
3. Details about ownership
4. An overview of services offered and qualifications
5. Size of the firm
6. Location(s) of offices. If multiple, please identify which will be the primary for our account.
7. Primary contact information for the company including contact name(s) and title(s), mailing address(s), phone number(s), and email address(s).

10.3 Scope of Proposal

Solid Waste Collection Service

- Complete Pricing Sheet (Attachment 3) for Solid Waste Collection Service and overflow Solid Waste fee

- Provide program details for the Super Saver Service
 - o Container type
 - o Service frequency
 - o If proposing bag / tag / sticker service, include location within City limits where customer would purchase bags / tags / stickers

Recyclables Collection Service

- Address any proposed additions to the materials stated in Table 3
- Complete Pricing Sheet (Attachment 3) for Recyclable Materials Service Scenario 1: Every-other-week collection of up to two Large Recyclable Materials Carts
- Complete Pricing Sheet (Attachment 3) for Recyclable Materials Service Scenario 2: Weekly collection of one Large Recyclable Materials Cart

Yard Trimmings Service

- Planned destination(s) for Yard Trimmings
- May identify any proposed additions to the materials included in Table 4
- Complete Pricing Sheet (Attachment 3) for Yard Trimmings Service Scenario 1: Bundled seasonal Yard Trimmings collection service for 100% of Customers
- Complete Pricing Sheet (Attachment 3) for Yard Trimmings Service Scenario 2: Optional seasonal Yard Trimmings collection service with estimated participation rate of 75% of Customers

Bulky Items Collection

- Provide details about the types of collection equipment to be used for Bulky Items collection
- Address your approach to encourage Customers to reuse Bulky Items rather than landfilling them
- Complete Pricing Sheet (Attachment 3) for Additional Fee Bulky Items proposed items and related prices
- Complete Pricing Sheet (Attachment 3) for Bulky Items Collection Scenario 1: Collection of up to two No Additional Fee Bulky Items / year for each Customer
- Complete Pricing Sheet (Attachment 3) for Bulky Items Collection Scenario 2: Collection of unlimited Bulky Items for a separate price

Dumpster Service

- Complete Pricing Sheet (Attachment 3) for proposed pricing for Solid Waste and Recyclable Materials Dumpster service for multi-unit residential buildings with eight or more units and commercial buildings that opt in to receive such service by Contractor

Additional Services or Additional Material Collection or Other Ways to Improve Program

- Provide details about any proposed additional services and/or additional material collections and/or other ways to improve the program to be included in the scope of the City's Agreement
- Provide pricing for any proposed additional services and/or additional material collections or other program improvements. Include pricing in an addendum to the Pricing Sheet (Attachment 3)

10.4 Operational Specifications

Carts

- Provide proposed cart manufacturer, model number, and brief summary of the basis for the selected cart manufacturer and model

- Provide details about the cart warranty, including length of warranty and transferability to the City at the end of the Agreement Term
- Complete the Pricing Sheet (Attachment 3) for the cost to be applied to the Customer bill for the purchase, assembly, delivery and maintenance of the carts
- Provide strategy for removing existing Customer carts and replacing with new carts as well as providing carts to new Customers during the transition period with no service disruption
- Provide overview of strategy for maintain the optimum mix of cart sizes to support Customers
- Provide details about the proposed location for ongoing cart storage, cleaning and repair

Collection Vehicles

- Provide details about the vehicles to be used for the Collection Services including but not limited to the following:
 - o Vehicle type, manufacturer, and model number
 - o Number of vehicles by vehicle type
 - o Fuel by vehicle type
 - o Average vehicle age by vehicle type
 - o Overview of vehicle replacement schedule
 - o Overview of preventative and corrective maintenance programs
- Plan to track and address overweight vehicles
- Sustainable vehicle strategy including
 - o Contractor's level of commitment and timing to implement all or some of the strategies to reduce greenhouse gases (see Section 5.2 for complete list)

Program Transition Services

Contractor's proposal will include proposed dates for each of the following activities:

- Develop, produce and distribute public notifications to customers
 - o Contractor shall collaborate with the City to design the public notifications and City shall have final approval authority
 - o Contractor shall distribute public notifications at the following times at a minimum
 - During the initial start-up period
 - When new customers start service (after the service start-up period)
 - When customers change service levels at any time
 - Annually to all customers at a time agreed upon with City Representative
 - o The notification shall be in a multi-color, user-friendly format with any text in both English and Spanish and shall include:
 - Available service levels and rates
 - Annual collection calendar
 - Set-out times and locations
 - Directions for changing service levels, managing overflow Solid Waste, contamination, and requesting additional services
 - Guidance on acceptable and unacceptable materials in Recyclable Materials and Yard Trimmings carts
- Develop service address list
- Facilitate and manage Customer cart size selection
- Conduct all billing set up
- Develop and distribute a collection calendar(s) for all Customers
- Produce service tags to address situations such as blocked carts, Solid Waste overflows, contaminated Recyclable Materials or Yard Trimmings, or other conditions that impact service or safety. Tags shall:

- o Include text in English and Spanish
 - o Be made of durable, water-resistant material that can be written on
 - o Be printed with 1 color
 - o Have a mechanism for temporary attachment to carts
 - o Be a minimum size of 5" x 10"
- Remove all containers from existing Customers at no additional cost per Section 6.1
- Purchase, assemble and deliver new carts to all Residential Units
- Provide services included in this Request for Proposals

Billing

- Anticipated billing frequency and whether it will be assessed in advance or in arrears and why
- Address how the Contractor proposes to address the funding from Extended Producer Responsibility when it comes available (HB22-1355)

Customer Service and Education

- Dates within the transition period when partial and/ or full Customer service capabilities will be provided that align the Contractor's proposed transition schedule
- Number of customer service representatives Contractor will dedicate to service the Customers (distinct from centralized call center responsibilities that service many communities), where the customer service representatives will be located, and how Contractor will ensure customer service representatives are familiar with Fort Collins' contract and neighborhoods
- Hours for which dedicated customer service representatives will be available for Customers
- May propose roll over hours to national call centers to extend customer service hours (only outside of minimum business hours)
- Details of how Contractor shall:
 - Address all issues directly
 - o The City shall not be the default customer service provider
 - Answer Customer contacts primarily with live personnel
 - o When call volume is unexpectedly high and live personnel are addressing other City queries, Customers shall be able to leave direct voice mail message; Contractor shall respond to Customer query within 1 business day
 - Resolve any missed collection issues within 1 business day
 - o Excluding delays associated with service suspensions
 - o Excluding instances where Customer had late set-out, blocked cart or excessive contamination (all of which shall be resolved or referred to the City within 1 calendar week)
 - Resolve any other Customer or City complaints within 2 business days
 - Respond to any service change or Bulky Items collection requests within 2 business days
 - o Actual change or collection shall be completed within 1 calendar week
 - Resolve all complaints and requests to the satisfaction of Customers and the City
- May include proposed customer service metrics beyond those listed in Section 6.8
- Include examples of similar customer notifications, service tags, websites, and collection day reminders created for other communities it has serviced, if applicable

Solid Waste, Recyclable Materials and Yard Trimmings Composition Analysis

- Contractor proposals may include a description and costs (see the Pricing Sheet (Attachment 3))

Confidential Redacted Version of Contractors Proposal

Provide redacted version (if applicable) of proposal for public disclosure. Any proposed redactions must be limited to “trade secrets, privileged information, and confidential commercial, or financial information” pursuant to the Colorado Open Records Act (CORA). Contractor must submit a supplemental document explaining the justification for each redaction.

Subcontractors

The Contractor shall provide details regarding any subcontractors contractor proposes to use to provide services under the Agreement.

Acknowledgement

All Contractors submitting a proposal must sign the Acknowledgement Form (See Attachment 1)

10.5 Sustainability/TBL Methodology

In concise terms (no more than two pages), please describe your organization’s commitment to sustainability and supporting values.

Each element of the TBL sustainability criteria will receive equal consideration in determining the final Sustainability/TBL score.

1. Address how your firm strives to incorporate all three aspects (social, environmental, and economic) of Triple Bottom Line (TBL) sustainable practices into the workplace. Provide examples along with any metrics used to measure success within your firm.
2. Also provide examples of how your firm has incorporated all three aspects of TBL sustainable practices in previous similar projects on which your firm has been the prime Contractor.

Some examples are provided below:

- a. Environmental – Experience delivering projects / programs focused on environmental health priorities in the areas of climate resiliency, water quality and watershed protection, regulatory performance, management systems, air quality, renewable energy, sustainable building and design, construction materials management, and Solid Waste reduction.
- b. Economic – Experience working and delivering projects with an emphasis on strategic financial planning, job creation, business development, asset management, various project delivery methods, value engineering, regional partnerships, transparency, stakeholder engagement, strategic investments, aging infrastructure, repurposing of existing facilities, and competing financial priorities.
- c. Social - Experience working and delivering projects, programs, and/or initiatives that support Equity, Diversity, and Inclusion throughout your firm’s workplace, including leadership, and supply chain. Examples of this may be demonstration of working within cultural and language gaps, development of diversity programs, diverse project teams, equitable opportunity vendor supply chain, and how your firm has applied an equity lens to processes such as recruitment, hiring, purchasing, career pathways, salaries, and staff engagement.

11. SAMPLE AGREEMENT

Included with this request for proposals is a sample Agreement that the City intends to use for obtaining the services of the Contractor. The Contractor is required to review this Agreement and indicate any objections to the terms of the contract. If revisions to the contractual terms are requested, provide suggested revisions.

12. ACKNOWLEDGEMENT

The Acknowledgement form is attached as Attachment 1. Complete the attached form indicating the Contractor hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that the Contractor has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP.

See Next Page for Attachment 1

Attachment 1

ACKNOWLEDGEMENT

Contractor hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP 9648 Residential Solid Waste Collection and sample Agreement except as otherwise noted. Additionally, Contractor hereby makes the following representations to City:

- a. All of the statements and representations made in this proposal are true to the best of the Contractor's knowledge and belief.
- b. Contractor commits that it is able to meet the terms provided in this proposal.
- c. This proposal is a firm and binding offer, for a period of 90 days from the date hereof.
- d. Contractor further agrees that the method of award is acceptable.
- e. Contractor also agrees to complete the proposed Agreement with the City of Fort Collins within 10 days of notice of award. If contract is not completed and signed within 10 days, City reserves the right to cancel and award to the next highest rated firm.
- f. Contractor acknowledges receipt of ____ addenda.
- g. Contractor acknowledges no conflict of interest.
- h. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under Colorado Open Records Act (CORA). Contractor hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA.

Legal Firm Name: _____

Physical Address: _____

Remit to Address: _____

Phone: _____

Name of Authorized Agent of Firm: _____

Signature of Authorized Agent: _____

Primary Contact for Project: _____

Title: _____ Email Address: _____

Phone: _____ Cell Phone: _____

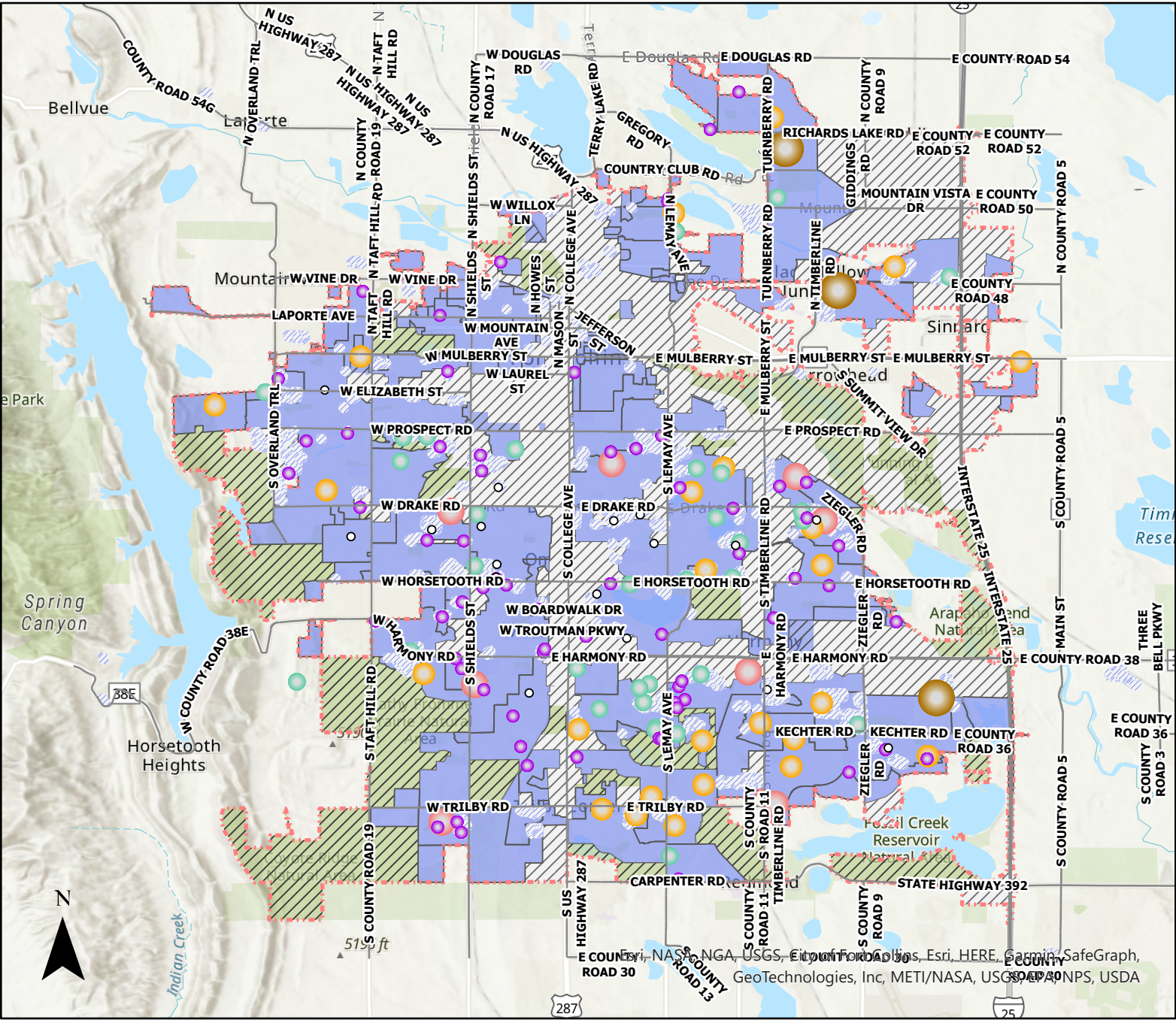
NOTE: ACKNOWLEDGMENT IS TO BE SIGNED & RETURNED WITH YOUR PROPOSAL.

Attachment 2

HOAs

See Next Page

Residential Areas That May Be Serviced by a Contracted Hauler



Attachment 3

Pricing Sheet

See Separate Excel Attachment

Attachment 4

Agreement

See Next Pages

AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES ("Agreement") is made and entered into by and between the CITY OF FORT COLLINS, a Colorado home-rule municipal corporation ("City"), whose address is 300 LaPorte Ave., Fort Collins, Colorado 80521 and _____ ("Contractor"), whose address is _____, each of which is individually a "Party" and collectively are the "Parties".

WHEREAS, the Contractor, in response to the City's Request for Proposals ("RFP") No. 9648 dated September 12, 2022, submitted a proposal for Residential Solid Waste Collection Services dated October __, 2022 ("Proposal"), to provide Collection Services for Residential Units, as such terms are defined below, within the City; and

WHEREAS, based on the outcome of the RFP the City has selected the Contractor to perform the Collection Services for Residential Units in accordance with the terms of this Agreement and pursuant to the City's authority under C.R.S. § 30-15-401(7.5) and Chapter x, Article y of the City Code; and

WHEREAS, pursuant to C.R.S. § 30-15-401(7.5) and Section 8-186(a) of the City Code, this Agreement is subject to approval by the City Council of the City of Fort Collins by ordinance.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms shall have the meanings set forth herein unless the context specifies otherwise:
 - A. "Bulky Waste" means Solid Waste that does not fit in a closed solid waste cart, excluding hazardous waste, electronics, yard trimmings, recyclable cardboard, items that weigh more than 60 pounds, and items larger than 6' x 6'.
 - B. "Collection Services" means the collection, transportation, and delivery to an appropriate facility of solid waste, recyclable materials, yard trimmings, bulky items, and associated services for residential units conducted in a manner consistent with all applicable laws and regulations and the provisions of this Agreement.
 - C. "Customer" means a customer of the Collection Services.
 - D. "Contractor" means Firm Name.
 - E. "Dumpster" means a metal or plastic container, one (1) cubic yard to ten (10) cubic yards in volume, that is manufactured and used for the collection of solid waste or recyclable materials.

- F. “Effective Date” means the effective date of this Agreement, which shall be the date stated in Section 4, Contract Term.
- G. “Electronics” means any electronic device or electronic component as those terms are defined in the Colorado Hazardous Waste Regulations, 6 Code of Colorado Regulations 1007-3, Section 260.10 and as amended by the State of Colorado from time to time.
- H. “Hazardous waste” means any chemical, compound, substance or mixture that state or federal law designates as hazardous because it is ignitable, corrosive, reactive or toxic, including but not limited to solvents, degreasers, paint thinners, cleaning fluids, pesticides, adhesives, strong acids and alkalis and waste paints and inks.
- I. “Recyclable cardboard” means corrugated cardboard, and shall include, but not be limited to, materials used in packaging or storage containers that consist of three (3) or more layers of Kraft paper material, at least one (1) of which is rippled or corrugated. Cardboard shall be considered recyclable cardboard regardless of whether it has glue, staples or tape affixed, but not if it is permanently attached to other packing material or a non-paper liner, waxed cardboard or cardboard contaminated with oil, paint, blood or other organic material.
- J. “Recyclable materials” means the materials listed in Table 3 of Exhibit A and any other materials identified by Contractor and approved by the City as recyclable materials, provided those materials have been separated from solid waste and can be recovered as useful materials and are properly prepared for the purpose of recycling.
- K. “Residential Units” means all single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer within the City, subject to certain exceptions and City-granted variances as stated in Exhibit A. Residential units also includes any service opt-in customers.
- L. “Service Opt-in” means Homeowner Associations within the City that meets an exception to the definition of Residential Units as provided in Exhibit A that opts-in to be a Customer and/or a multi-unit residential building containing eight (8) or more dwellings within the City that opts-in to be a Customer.
- M. “Services Commencement Date” means as stated in Section 5 of this Agreement.
- N. “Solid waste” means all refuse, putrescible and nonputrescible waste, excluding electronics, discarded or abandoned vehicles or parts thereof, sewage, sludge, septic tank and cesspool pumpings or other sludge, discarded home or industrial appliances, hazardous wastes, materials used as fertilizers or for other productive purposes and recyclable materials or yard trimmings which have been source separated for collection.

- O. “Yard trimmings” means those materials included in Table 4 of Exhibit A and any other similar organic materials identified by Contractor and approved by the City as yard trimmings.

2. Scope of Agreement.

- A. This Agreement pertains to Collection Services for Residential Units in the City provided by Contractor on behalf of the City pursuant to the City’s authority in C.R.S. § 30-15-401(7.5). Contractor's work under this Agreement shall consist of all supervision, materials, equipment, fuel, labor, tip fees and other items necessary to provide a high level of customer service, timely accurate billing, and the collection, transportation and disposal of solid waste, recyclables, yard trimmings, bulky waste from Residential Units in accordance with the provisions of this Agreement.
- B. This Agreement shall not be considered a franchise for services to the residents of the City and any residential household may choose to negotiate with any other solid waste collection service provider licensed to do business in the City or may choose to remove their own solid waste and recyclables in accordance with applicable laws and regulations.

3. Scope of Services. Beginning on the Effective Date or Services Commencement Date, as applicable, the Contractor will provide the following services to the City or, as applicable, to each Customer:

- A. Contractor's Proposal. Contractor's Proposal is incorporated into this Agreement by this reference. In the event a conflict exists between this Agreement and any term in the Proposal, the terms in this Agreement shall supersede the terms in Proposal.
- B. Collection Services. Collection of solid waste, recyclables, yard trimmings, bulky waste and associated services for Residential Units shall be in accordance with **Exhibit A**, which is attached hereto and incorporated herein by this reference.
- C. Operating Specifications. All services performed hereunder shall be subject to the requirements stated in **Exhibit B**, which is attached hereto and incorporated herein by this reference.
- D. Contractor Performance. The Contractor is required to provide a high level of customer service, timely and accurate billing provided by Contractor on behalf of the City, and professionalism in the performance of services under this Agreement. Performance failures will be addressed, to the extent possible, through liquidated damages for certain infractions as set forth on **Exhibit C**. The parties agree, assigning a monetary value for damages to the City and the public for performance

failures for such matters do not easily translate to the dollar amount of such damage, and that the liquidated damage amounts that are set forth in **Exhibit C**, which is attached hereto and incorporated herein by this reference, are reasonable estimates as to the dollar amount of damage incurred in relation to each offending act or omission.

- E. **Pricing.** The Contractor shall perform Collection Services for Residential Units at the prices stated in **Exhibit D**, which is attached hereto and incorporated herein by this reference.
 - F. **Insurance.** Without limiting any of the Contractor's obligations hereunder, the Contractor shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with the limits specified within **Exhibit E**, which is attached hereto and incorporated herein by this reference. Prior to the Effective Date of the Agreement, the Contractor shall deliver to the City's Purchasing Director, purchasing@fcgov.com or P.O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.
 - G. **Confidentiality.** The Contractor shall comply with **Exhibit F**, which is attached hereto and incorporated herein by this reference.
- 4. **Contract Term.** Subject to approval by ordinance of the Fort Collins City Council, this Agreement shall commence effective _____ (“Effective Date”) and shall continue in full force and effect for five (5) years from the Services Commencement Date, unless terminated as provided herein (“Term”).
 - 5. **Services Commencement Date.** The Services Commencement Date is the date the Contractor starts collecting solid waste, recycling, yard trimmings, and bulky waste under the Agreement. This date shall be mutually agreed upon by the parties and will be not less than six (6) and not more than twenty-four (24) months from the Effective Date of the Agreement
 - 6. **Early Termination by City.** Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least six (6) months prior to the effective date of the termination.
 - 7. **Carts.** Upon expiration or termination of the Agreement, ownership of all carts and replacement parts for such carts purchased by the Contractor under this Agreement shall transfer to the City. In the event of expiration or termination for Contractor default, the ownership of the Carts shall transfer to the City at no-cost, free and clear of any liens or debt. In the event the Agreement is terminated early by the City in accordance with Section 6, the City shall pay the Contractor the net present value of the monthly cost per

cart multiplied by the number of months remaining to reach five (5) years from the Service Commencement Date. Upon transfer of ownership any manufacturer's warranty for the carts shall transfer to the City.

8. Notices. All notices provided under this Agreement shall be effective immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:

Contractor

City

City of Fort Collins
Attn: Project Manager
PO Box 580
Fort Collins, CO 80522
City of Fort Collins
Attn: Purchasing Director
PO Box 580
Fort Collins, CO 80522

City of Fort Collins
Attn: City Attorney
PO Box 580
Fort Collins, CO 80522

9. Appropriation. To the extent this Agreement or any provision in it constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation by City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year for which no such supporting appropriation has been made.
10. City Representative. The City has designated _____ to serve as its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Services provided under this Agreement. The City may change its representative by providing written notice of such change to

Contractor. All requests concerning this Agreement shall be directed to the City Representative. Notwithstanding the foregoing, any changes to the Agreement shall not be binding on either party without a written amendment to the Agreement.

11. Marks. Subject to a Party's express written approval, the other Party may use the Party's name, logo, symbol, trademark or service mark (together "Marks") in electronic, printed, stamped or inscribed materials to support and promote the relationship between the Parties during the Contract Period. Each Party's right to use the Marks is royalty-free, non-exclusive, non-transferrable, and non-assignable.
12. Independent Service Provider. It is the express intention of the Parties that Contractor is an independent contractor performing services and is not an employee, agent, joint venturer, or partner of City. The City shall not be responsible for withholding any portion of Contractor's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.
13. Subcontractors. Contractor may not subcontract any of the Collection Services set forth in this Agreement without the prior written consent of the City. If any of the Services are subcontracted hereunder (with the consent of the City), then the following provisions shall apply: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work, (b) the subcontractor will be required to comply with all applicable terms of this Agreement, (c) the subcontract will not create any contractual relationship between any such subcontractor and the City, nor will it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor will be subject to inspection by the City to the same extent as the work of the Contractor. Contractor shall be solely responsible for performance of all duties hereunder.
14. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Contractor and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.
15. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.
16. Warranty.
 - A. The Contractor hereby warrants that it is qualified and has the operational capacity and equipment to assume the duties and responsibilities necessary to effectively render the services described herein and has all the requisite corporate authority, professional licenses, and permits in good standing required by law.

- B. The services performed by the Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work. The services to be performed by the Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

17. City's Role. The Contractor shall provide all services with no direct support by City staff. Although City staff may collaborate with Contractor on certain initiatives such as Customer education and communication, such support is solely at the City's discretion. Notwithstanding the foregoing, the City intends to monitor and evaluate the progress and performance of Contractor to ensure the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall fully cooperate with the City relating to such monitoring and evaluation.

18. Force Majeure. If either party is prevented in whole or in part from performing its obligations by force majeure, then the party so prevented shall be excused from whatever performance is prevented by such cause. "Force Majeure" means any act or event that prevents a party from performing its obligations in accordance with the Agreement where the act or event is beyond the reasonable control and not the result of the fault or the negligence of the affected party and such party is unable to overcome such act or event through the exercise of due diligence. Such acts and events, include but are not limited to, acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, and restraints or injunctions, not resulting from a party's breach of any terms and conditions of this Agreement or any other contractual commitment. Force majeure acts or events do not include: economic or financial events that impact the Service Provider's ability to access or use financial resources; or labor disputes or strikes. Weather that causes City closures or delayed starts, as referenced in the Severe Weather Protocol in Exhibit A, is not a force majeure act or event. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within ten (10) days from the onset of such condition.

19. Disputes Resolution. Except in the event of a Default, pursuant to Section 20, the Parties shall attempt to resolve disputes as follows:

- A. Informal Dispute Resolution. The Parties will use reasonable efforts to resolve any disputes under this Agreement through negotiation. If a dispute arises between the Parties, the primary Representative for each Party will first strive to work out the problem internally. If the Representatives are unable to resolve the dispute within ten (10) days of commencing discussions, then either Party may deliver a written notice to the other Party describing the nature and substance of the dispute and proposing a resolution (the "Notice of Dispute").
- B. Executive Negotiation. During the first ten (10) days following the delivery of the Notice of Dispute (and during any extension to which the Parties agree) an authorized executive of each Party shall attempt in good faith to resolve the dispute through negotiations. If such negotiations result in an agreement in principle to

settle the dispute, they shall cause a written settlement agreement to be prepared, signed and dated, whereupon the dispute shall be deemed settled, and not subject to further dispute resolution.

- C. Unresolved Disputes. Upon the Parties' mutual written agreement, any dispute under this Section 19 may be submitted for resolution to mediation to occur in Fort Collins, Colorado. The Parties reserve all rights to adjudicate any dispute not submitted to mediation under this Section 19 of the Agreement. In the event of mediation, the Parties shall share the cost for the mediator(s) equally and each party shall be solely responsible for their own legal counsel expenses.

20. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

21. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail themselves of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

22. Performance Security.

- A. The Contractor shall provide performance security by providing the City an irrevocable letter of credit in a form satisfactory to the City ninety (90) days prior to the Service Commencement Date. The amount of the letter of credit will be One-Million Dollars (\$1,000,000) issued by a local, federally insured (FDIC) banking institution with a debt rating of 1A or higher by the FDIC or A or higher by Standard & Poor's, Moody's Investor, or comparable agency as determined by the City.
- B. The irrevocable letter of credit shall contain the following endorsement, "At least sixty (60) days prior to cancellation, replacement, failure to renew or material alteration of this irrevocable letter of credit, written notice of such intent shall be given to the City by the financial institution. Such notice shall be given by certified mail to the City of Fort Collins, Purchasing Director, 215 North Mason, Fort Collins, CO 80522."
- C. The irrevocable letter of credit shall be released to the City in the event this Agreement is terminated by reason of breach or default of the Contractor. The irrevocable letter of credit will be released to Contractor at the end of the Agreement Term, provided there is no outstanding breach, default, or other payment deductions or adjustments.

- D. The rights reserved to the City with respect to the irrevocable letter of credit are in addition to all other rights of the City, whether reserved by this Agreement, or otherwise authorized by law, and no action, proceeding or right with respect to the irrevocable letter of credit shall affect any other rights the City has or may have under the law.

23. Entire Agreement; Binding Effect; Order of Precedence; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties regarding this transaction and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations not contained in this Agreement shall not be binding on the parties. In the event of a conflict between terms of the Agreement and any exhibit or attachment, the terms of the Agreement shall prevail. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind such party to the terms of this Agreement.

24. Indemnity. The Contractor agrees to indemnify and save harmless the City, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.

The Contractor shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

25. Compliance with Law: The services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county and City laws, ordinances, rules and regulations. Contractor must be properly licensed by the City to perform Collection Services.

26. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the City subsequently agrees in writing that the matter may be heard in federal court, venue will be in Federal District Court in Denver, Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

27. Prohibition Against Unlawful Discrimination. The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, affirmatively ensures that for all contracts entered into with the City, disadvantaged business enterprises are afforded a full and fair opportunity to bid on the contract and are not to be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its vendors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party vendors and their subcontractors at every tier.

28. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, by the City of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.
29. Colorado Open Records Act. The Contractor hereby acknowledges that the City is a public entity subject to Sec. 24-72-201 et seq. of the Colorado Revised Statute (CORA). This Agreement is subject to public disclosure in whole pursuant to CORA.
30. Survival: Any terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

CITY OF FORT COLLINS

CONTRACTOR

Kelly DiMartino, City Manager

Date

CITY OF FORT COLLINS

Gerry Paul, Purchasing Director

Date

APPROVED AS TO FORM

ATTEST

EXHIBIT A
SCOPE OF WORK/COLLECTION SERVICES

EXHIBIT B

OPERATION SPECIFICATIONS

EXHIBIT C

CONTRACTOR PERFORMANCE

EXHIBIT D

PRICING

EXHIBIT E

INSURANCE

The Contractor will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Contractor shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Contractor, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

Insurance certificates should show the certificate holder as follows:

City of Fort Collins
Purchasing Division
PO Box 580
Fort Collins, CO 80522

The City, its officers, agents and employees shall be named as additional insureds on the Contractor's general liability and automobile liability insurance policies **by marking the appropriate box or adding a statement to this effect on the certificate**, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Contractor shall maintain during the life of this Agreement for all of the Contractor's employees engaged in work performed under this agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee, or as required by Colorado law.
- B. General Liability. The Contractor shall maintain during the life of this Agreement such General Liability as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for General Liability, shall not be less than Two Million Dollars (\$2,000,000) each occurrence and Four Million Dollars \$4,000,000 aggregate.
- C. Automobile Liability. The Contractor shall maintain during the life of this Agreement such Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for Automobile Liability, shall not be less than One Million Dollars (\$1,000,000) combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

EXHIBIT F

CONFIDENTIALITY

IN CONNECTION WITH SERVICES provided to the City of Fort Collins (the “City”) pursuant to this Agreement (the “Agreement”), the Contractor hereby acknowledges that it has been informed that the City has established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as “information”) that are the property of and/or relate to the City or its employees, customers or suppliers, which access is related to the performance of services under this Agreement, the Contractor hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the City may be confidential and/or proprietary. The Contractor agrees to treat as confidential (a) all information that is owned by the City, or that relates to the business of the City, or that is used by the City in carrying on business, and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the City). The Contractor shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the City. Further, the Contractor shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the City.

As part of the Services provided to the City under this Agreement, the Contractor will maintain, store or process personal identifying information, as defined in C.R.S. § 24-73-101. Pursuant to C.R.S. § 24-73-102, Contractor shall implement and maintain reasonable security procedures and practices that are: appropriate to the nature of the personal identifying information disclosed to the Contractor in furtherance of this Agreement; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

The foregoing to the contrary notwithstanding, the Contractor understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Contractor shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the City in writing of each such disclosure.

In the event that the Contractor ceases to perform services for the City, or the City so requests for any reason, the Contractor shall promptly return to the City any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Contractor understands and agrees that the City’s remedies at law for a breach of the Contractor’s obligations under this Confidentiality Agreement may be inadequate and that the City

shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.

Appendix S: Arvada RFP



REQUEST FOR PROPOSAL

Proposal #: RFP-19-Organized Waste Hauling

Title: Arvada Organized Waste Hauling

RFP Issued: May 24, 2019

Mandatory Pre-proposal Meeting: None planned

Question Deadline: June 10, 2019 5:00 p.m. local time
Questions and responses will be posted on BidnetDirect.com

Proposals Due By: June 27, 2019 1:00 p.m. local time

Please submit 2 paper copies and a thumb drive to:
City of Arvada City Hall
8101 Ralston Rd. 3rd floor Arvada, CO 80002

Late responses will not be considered for award.

Projected Start Date: To be considered by City Council and IF approved to proceed, implementation would begin after June 2020

Submit questions to: Purchasing@Arvada.org

Arvada Vision: We dream big and deliver.

Mission: We are dedicated to delivering superior services to enhance the lives of everyone in our community.

Values:

Innovation – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives.

Passion – We are a high performing, inclusive team inspiring each other to pursue excellence.

Opportunity – We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.

Award of this RFP is contingent upon further action by the City Council.

GENERAL TERMS AND CONDITIONS

1. PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. Financial obligations of the City of Arvada, if any, after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted and otherwise made available by the City Council for the City of Arvada. The City of Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the City of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution.

2. TAXES. The City of Arvada is not subject to taxation. Contractor shall not invoice Arvada for any state, federal or local taxes whatsoever. Upon written notification by the City of Arvada, Contractor shall reimburse the City of Arvada in a timely manner for any taxes erroneously paid by the City of Arvada. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Arvada is 98-01789-0000. An exemption certificate will be provided, where applicable, upon request.

3. NO INDEMNIFICATION BY ARVADA. The City of Arvada is prohibited by Article XI, Section 1, Colorado Constitution, from indemnifying anyone. Therefore, notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Arvada does not indemnify Contractor or anyone else under this Agreement.

4. INDEMNIFICATION OF CITY.

A. Contractor: Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, Contractor agrees to investigate, defend, indemnify and hold harmless Arvada, its elected officials, officers, employees, agents, insurers, and representatives from and against any claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorney fees and other costs and expenses of litigation, which may be asserted against or incurred by Arvada or for which Arvada may be liable, arising from the negligence, willful misconduct, or other fault of Contractor or its employees, agents, or subcontractors in performance of the Agreement. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein intended to be nor may be construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*, as it may from time to time be amended.

(or)

B. Architect, Engineer, Surveyor Services for Public Works Construction: Contractor agrees to hold harmless and indemnify Arvada, its officers and employees, from and against any liability or any claims, suits, or actions arising out of, made, or asserted for any damage to persons or property resulting from errors, omissions or fault of Contractor in connection with the performance by Contractor of obligations under this solicitation and any subsequent Agreement with Arvada. Nothing herein is intended to constitute a covenant, promise, or agreement to indemnify and hold harmless Arvada from any liability or damages directly caused by or attributable to Arvada's own negligence. Nothing herein is intended to be nor construed as a waiver of the immunities, protections, or limitations on damages provided to Arvada by the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*, as it may from time to time be amended.

5. NO OPINION OF COUNSEL LETTERS. Pursuant to Section 8.1 of the Arvada City Charter, the City Attorney provides advice to the City Council and City Officials in matters relating to their official powers and duties, and will perform such other duties as City Council may prescribe by ordinance or resolution. The City Attorney will not issue opinion of counsel letters, memoranda or statements to third parties, including, but not limited to that any contract or lease is binding on the public entity, enforceable, etc.

6. OPEN RECORD REQUESTS. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the City of Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-101 *et seq.*), which may require the City of Arvada to disclose all or a portion of communications relating to the Agreement, or terms of same, or of any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with the Colorado Open Records Act. Therefore, any confidentiality provisions in the contract, lease, escrow agreement or any other type of agreement are subject to the provisions of the Act.

7. OWNERSHIP OF WORK PRODUCT. The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of the City of Arvada or others.

Award of this RFP is contingent upon further action by the City Council.

8. ASSIGNMENT. Contractor shall not assign the Agreement without the prior written consent of the City of Arvada, which will not be unreasonably withheld, conditioned, or delayed. Contractor may assign the Agreement to any successor to the business of the party by merger, consolidation, or sale of assets. No assignment shall be permitted that enlarges any duty, responsibility or obligation of the City of Arvada, or that limits, curtails, or diminishes any right or privilege of the City of Arvada without the City of Arvada's express written consent.

9. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of the Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Arvada and Contractor and nothing contained in the Agreement shall give or allow any such claim or right of action to any other third party on the Agreement. It is the express intention of Arvada and Contractor that any person other than Arvada or Contractor receiving services or benefits under the Agreement shall be deemed to be an incidental beneficiary only.

10. INDEPENDENT CONTRACTOR. Contractor and Arvada hereby represent that Contractor is an independent contractor for all purposes hereunder. As such, Contractor is not covered by any worker's compensation insurance or any other insurance maintained by Arvada except as would apply to members of the general public. Contractor shall not create any indebtedness on behalf of Arvada.

11. SUBCONTRACTING. Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld, conditioned, or delayed. Contractor shall be responsible for any failure by any subcontractor or subcontractor personnel to perform in accordance with the Agreement or to comply with any duties or obligations imposed on Contractor under the Agreement to the same extent as if such failure to perform or comply was committed by Contractor or Contractor's personnel. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.

12. ILLEGAL ALIENS; PUBLIC CONTRACTS FOR SERVICES. To the extent that obligations and responsibilities may be established by C.R.S. §§8-17.5-101 *et seq.*, (as amended) (the "Act"), with respect to certain public entities and those contracting therewith as to the procurement of services:

- A. Successful Contractor ("Contractor") shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement. Contractor confirms the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or Department Program (the "Program").
- B. Contractor is prohibited from using Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.
- C. If Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
 - (i). Notify the subcontractor and the City of Arvada within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (ii). Terminate the subcontract with the subcontractor if within three (3) days of receiving the above notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- D. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to the authority established in the Act.
- E. Any provision of the Agreement to the contrary notwithstanding, if Contractor violates any provision of this Section, the City of Arvada may terminate the Agreement, without breach or default by the City of Arvada, and Contractor shall be liable for actual and consequential damages to the City of Arvada arising out of such violation.
- F. Contractor represents that, prior to executing the Agreement, Contractor has certified that at the time of the certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services and Contractor will participate in either the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. By execution of this Agreement, Contractor shall be deemed to have renewed such certification.
- G. Contractor acknowledges its responsibility to comply with the certification requirement pursuant to C.R.S. §8-17.5-102(2)(b)(I) (as amended).

Award of this RFP is contingent upon further action by the City Council.

13. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing contained in this or any of the exhibits attached thereto shall be construed as a waiver of any of the immunities, limitations, privileges, rights, procedures, or requirements contained in the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*

14. RIGHT TO TERMINATE. The City of Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension thereof. In the event of termination by the City of Arvada for convenience, Contractor will be paid for requested work performed up until the time of termination by the City of Arvada, not to exceed the total amount of the contract price agreed upon by the parties.

15. COMPLIANCE WITH ALL LAWS. All of the services performed under this Agreement by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and State of Colorado, and with the charter, ordinances, rules and regulations of the City of Arvada.

16. WAIVER OF BREACH. A waiver by any party to the Agreement or the breach of any term or provision of the Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

17. GOVERNING LAW AND VENUE. Notwithstanding any provision in the response to solicitation or proposed contract, lease, escrow agreement or any other type of agreement to the contrary, the Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under the Agreement or for the enforcement of the Agreement shall be in the appropriate court for Jefferson County, Colorado.

18. FORCE MAJEURE. Any delays in or failure of performance by any party of his or its obligations under the Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

19. BINDING ARBITRATION PROHIBITED. The City of Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in response to the solicitation, or incorporated by reference, shall be null and void.

20. PARAGRAPH CAPTIONS. The paragraph captions in this solicitation or in the Agreement are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of the Agreement.

21. BINDING AUTHORITY. Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor, has been properly acknowledged by attestation, notary acknowledgment, or both, and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation.

SPECIAL TERMS AND CONDITIONS

1. PRICES FIXED AND FIRM FOR THE TERM OF THE CONTRACT:

Prices proposed by the Contractor shall remain fixed and firm during the term of the contract; however, the Contractor may offer incentive discounts from the fixed price. This contract shall commence upon the date specified in the Contract or Purchase Order and shall remain in effect until such time as all items/services purchased in conjunction with this solicitation have been delivered and accepted by the City's authorized representative. It shall be understood and agreed that any warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

2. OPTION TO RENEW FOR SUBSEQUENT YEARS

The contract resulting from this Solicitation is intended to extend for three (3) years from the effective date of the contract, at which time the City shall have the option to renew the contract for four (4) additional one year periods (for a total of 7 years); provided that the Contractor provided satisfactory performance during the contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the Contractor. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period.

At the end of years 2-6 of this Agreement, Contractor shall have the ability to increase the charges for residential collection service. During the option periods, the City will consider an adjustment to the pricing structure. For consideration, the Contractor must document that it was subject to a price adjustment by its suppliers or by the Denver/Boulder/Greeley All Urban CPI (Consumer Price Index). Any price adjustments shall not exceed the amount being passed on and shall also not exceed 3.5% annually, and not to exceed a cumulative 8% maximum over the term of the seven (7) year contract, subject to approval by City Council Resolution.

Award of this RFP is contingent upon further action by the City Council.

3. CONTENTS OF OFFER. Contractors are required to submit offers with the following conditions:

- 1) Contractors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
- 2) Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be responsible for other interpretations offered by employees not authorized.
- 3) The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.
- 4) The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

4. CLARIFICATION AND MODIFICATIONS. The contract resulting from this solicitation will be subject to the Solicitation materials, City Ordinance, State and Federal Statutes. When conflicts occur, the highest authority shall prevail. Contractors are required to indicate any variances to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the Contractor's Offer, it shall be agreed that the Contractor's Offer fully complies with all conditions identified in this Solicitation.

5. ELIGIBILITY OF CONTRACTORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED.

Offers will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services described in this Solicitation. Contractors must be able to produce evidence that they have an established satisfactory record of performance for at least five (5) years and have sufficient finances and structure to ensure that they can satisfactorily execute the Contract requirements, as determined by authorities of the City. The City reserves the right, before awarding the contract, to require a Contractor to submit evidence of its qualifications including, but not limited to, financial, technical and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

6. CONFIDENTIAL DOCUMENTS

Contractors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. Comingling is not acceptable. The City does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. See, *International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District*, 880 P.2d 160 (Colo.App. 1994). Any information that will be included in any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Contractor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Contractor. By its submission of the Proposal/Response, Contractor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act C.R.S. §§24-72-101 *et seq.* and any other applicable law. Further, Contractor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Contractor's objection.

7. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between authorized agents of the City and the Contractor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities, and increases or decreases in the time limits for an existing contract. Any and all modifications must be signed by authorized agents of the City and the Contractor prior to the enactment of such modifications.

8. CITY NOT LIABLE FOR DELAY

In no event shall the City be liable or responsible to the Contractor or to any other person for or on account of any stoppage or delay of the work herein provided for by injunction or other legal or equitable proceeding, or from or by on account of any delay for any cause over which the City has no control.

Award of this RFP is contingent upon further action by the City Council.

ARVADA'S INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected vendor for the entirety of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000.
3. ☒ **Automobile Liability** for limits not less than \$5,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles. All hazardous waste hauling vehicles must include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).
4. ☒ **Umbrella Liability** of \$10,000,000, written on a following form basis to the Commercial General Liability and Automobile Liability policy.
5. ☒ **Pollution Legal Liability Insurance** for limits not less than \$5,000,000 per occurrence (or claims made) and not less than \$5,000,000 aggregate for bodily Injury, personal Injury and property Damage.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the vendor fails to submit the required insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the vendor by a City representative, the vendor may be in default of the Award.
- **All coverages must be endorsed to provide a waiver of subrogation in favor of City of Arvada and any other Additional Insureds.**
- **The General Liability, Automobile Liability, and Umbrella policies must be endorsed to be primary to any coverage held by the City of Arvada or any other Additional Insured, with such coverage held by the City of Arvada or any other Additional Insured being non-contributory.**
- Except for Workers Compensation and Employer's Liability insurance, Professional Liability insurance, all insurance policies shall be endorsed to provide the City of Arvada, and any other party required by the City of Arvada are an additional insured on a Certificate of Insurance, with such coverage provided the Additional Insureds being primary and non-contributory.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

Award of this RFP is contingent upon further action by the City Council.

ADMINISTRATIVE INFORMATION

1. PURPOSE - TO OBTAIN PROPOSALS:

The purpose of this Solicitation is to provide qualified Contractors with sufficient information regarding the City's needs in order to adequately prepare and submit a Proposal. The contracted work is expected to begin approximately 180 days after a contract is executed.

Proposals must be received by the date and time established in this solicitation. Once the deadline has passed, the Proposals will not be accepted and will be returned to the Contractor.

Proposals are proprietary working documents offered by prospective Contractors and, as such, are not subject to public inspections until an official award is made.

2. PERFORMANCE MEASUREMENTS – SERVICES MORE THAN \$15,000

The City has incorporated Performance Management into its organizational culture. When Contractors submit offers to the City in response to solicitations for Services (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which they will monitor and report their performance providing those services to the City.

Examples of Performance Measures the City desires include: A report of Waste Diversion in % and Customer Service metrics (calls answered and resolved during first call, etc.).

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a Contractor/contractor/consultant, with an initial contract amount of more than \$15,000.

3. PREPARATION AND SUBMISSION

Offers will be prepared as follow:

- 1) A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 2) Contractors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
- 3) Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.
- 4) Contractors who qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award, must include such alternate terms and conditions in its Offer. The City reserves the right to declare the Contractor's Offer as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or its best interest. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

4. MODIFICATION, WITHDRAWAL OR REJECTION OF OFFERS

Modifications to Offers- Changes to the Offer after the submission deadline shall be allowed only when the Contractor can show convincing evidence that an unintentional factual mistake was made. Modification requests must be made in writing. Any modification submitted to the City must have the Contractor's name, address, Solicitation Number and title included.

Withdrawal of Offers- Offers may not be withdrawn after the deadline for the Solicitation for a period of ninety (90) calendar days. If an Offer is withdrawn by the Contractor during this ninety (90) day period, the City may, at its option, suspend the Contractor and may not accept any Offer from the Contractor for a six (6) month period following the withdrawal.

Rejection of Offers-

- A. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:
 - 1) The Contractor misstates or conceals any material fact in its Proposal;
 - 2) The Contractor's Offer does not strictly conform to the law or requirements of the Solicitation;
 - 3) The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;
 - 4) The Offer does not include documents which are required for submission with the Offer; or
 - 5) The Offer has not been executed by the Contractor through an authorized signature.
- B. The City may, at its sole and absolute discretion:
 - 1) Reject all or parts of Offers submitted by prospective Contractors;
 - 2) Re-advertise this Solicitation;
 - 3) Postpone or cancel the Solicitation;
 - 4) An Offer may not be accepted from, nor any contract be awarded to, any person or firm which
 - a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
 - b) has failed to perform faithfully any previous contract with the City, State or Federal governmental for a minimum period of one (1) year after this previous Contract was terminated for cause.
 - c) has pending litigation against the City on the date and time that the Solicitation is due.

Award of this RFP is contingent upon further action by the City Council.

5. BEST VALUE AGENCY

The City of Arvada is a best value agency. The intent of this solicitation is to award to the lowest responsive, responsible proposer that meets or exceeds the specifications and requirements incorporated in these solicitation documents. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL:

It is the intent of the City to award a contract to the Contractor(s) who receives the highest score from the City's RFP Evaluation Committee. Components important to the City's evaluation will include superior customer service, stability of service and inclusion of local waste Contractors currently serving the City. The Committee will score written Proposals by reviewing documentation submitted by the Contractors. Evaluation will be based on the following criteria:

- A. The capability of the bidder to fully assume responsibility for waste collection and disposal in the City in accordance with the Contract. Commitment to the business including local and regional (to the Front Range of Colorado) experience in waste collection and disposal.
- B. Experience in furnishing all services: solid waste, recyclable material and compost/yard clipping/landscape material collection and disposal services. The following factors will be considered: (a) work previously completed by the Contractor, (b) plant and equipment available for use, (c) statement of material on hand and available for this work, (d) the Contractor's technical experience, qualification to currently do business in the state of Colorado, (f) the established evidence of the reliability and responsibility of all proposed subcontractors and suppliers, (g) ability to maintain and repair carts.
- C. Ability to provide written proof of the disposal facilities to be utilized and associated tonnage reports.
- D. Completeness of Proposal.
- E. Involvement in recycling, waste reduction, marketing of recyclable materials and related public education and resource recovery awareness programs.
- F. A list of references, identifying municipal customers and Colorado Front Range Home Owners Associations with whom the bidder currently provides, or has provided within the last five (5) calendar years, municipal waste collection and disposal services. Such list shall identify the persons to be contracted, their position, address and telephone number.
- G. Pricing for services requested to be rendered under the Contract Documents.
- H. Inclusion of sample reports, both required and offered.
- I. Performance Measures included in the proposal.
- J. Proposed implementation of Education/Marketing programs.
- K. Proposed implementation of the program to City Staff and Residents.
- L. Customer Service details and administration, including potential options for billing and financing of carts.

PRESENTATIONS:

A second phase will be incorporated, in which the Committee will invite a limited number of Contractors who received high scores during phase one, to provide an oral presentation. The evaluative score from the oral presentations will determine the top rated Contractor(s).

Award of this RFP is contingent upon further action by the City Council.

Definitions. The following terms, words and phrases, and their derivatives, as used in the Request for Proposal, Instructions to Bidders, Proposal Forms, etc. shall have the following meanings:

- "City" shall mean the City of Arvada.
- "Bulk items" are defined as:
 - Items longer than 6' will not be picked up, disassemble or cut up longer items
 - Items too heavy for two people to lift will not be picked up.
 - Acceptable items: Washers, dryers, ranges, dishwashers, microwave ovens, water heaters, bathtubs, toilets, mattresses, lumber furniture, bicycles, carper, doors, swing sets, lawn mowers (fluids must be drained) railroad ties, sections of fencing, auto parts (fluids must be drained) lawn furniture, bed frames, cabinets, tree limbs and stumps over 8 inches in diameter and 6' or shorter. The most common materials included: mattresses, fences, wood, construction debris, car parts, bikes, lawn mowers.
 - Unacceptable items: Household waste, appliances with Freon, pesticides, paints, commercial waste, car bodies, electronic appliances and waste, tires, concrete, soil, sod, tree limbs, shrubs, grass clippings, sealed Carts or drums, bricks, batteries, corrosives, flammable or combustibles, hazardous waste.
- "Compostable material" shall mean food scraps and yard debris materials resulting from landscaping such as grass clippings, leaves, weeds, twigs, pruning, shrub clippings, garden waste, old potting soil and dirt incidental to minor yard work; and also vegetative food scraps, raw and cooked meat, dairy products and bones and food soiled paper products such as napkins and paper towels.
- "Hazardous and Flammable Materials" shall mean those materials which are explosive or which would be hazardous to the health, safety and welfare of any Contractors or workers or to those employees in the operation of an incinerator plant for the disposal of refuse. These materials would, by way of illustration, but not by limitation, include and be similar to the following: gasoline, fuel oil, kerosene and other petroleum products as well as chemical products, including a large volume of pressurized Carts, that would be dangerous to the operation of an incineration process and industrial products that would be hazardous or dangerous to the operation of an incineration process.
- "Mixed Waste" shall mean a mixture of solid waste, refuse, rubbish, garbage, brush, building refuse and recyclable materials excluding yard waste, generated by a residential dwelling unit.
- "Recyclables" shall mean a specific garbage, rubbish or solid waste that is required to be picked up separately for the purpose of recycling. These items shall include, but not be limited to, cardboard, newspapers, paper, junk mail, magazines, glass bottles and jars, aluminum, tin and steel metal cans, plastic bottles, tubs, jugs and jars.
- "Residential dwelling unit" shall mean all structures, buildings, premises and/or realty utilized for residential purposes. "Residential dwelling unit" shall not include apartment buildings or multiple family dwelling units consisting of 8 or more. Duplexes are considered to be two residential dwelling units
- P. "Special Collection" shall mean any collection of refuse at a time other than the regularly scheduled once per week collection, or of a volume or quantity of refuse exceeding the limitations of this Ordinance whether requested by an owner or occupant or done by the City to eliminate a violation of City Ordinances.

Award of this RFP is contingent upon further action by the City Council.

GOALS OF ORGANIZED WASTE HAULING

1. Improve Arvada's low recycling rates.
2. Decrease road damage.
3. Decrease noise nuisance and air pollution.
4. Provide additional services to residents (recycle, bulk pick up).
5. Increase street safety for pedestrians, kids, pets, vehicles.
6. Lower cost for residents.

SCOPE OF WORK SERVICES REQUIRED:

The City of Arvada wishes to consider implementation of an organized waste collection and disposal program. The City is seeking proposals to provide solid mixed waste, recyclable materials and optional compostable material waste collection and disposal services.

The City intends to provide mixed waste pick up and curbside recycle, and bulk item pick up as base services to residences within the City. The City is dedicated to delivering a high level of service to enhance the lives of everyone in our community. It is believed that this solicitation will result in enhanced services at a price that may be significantly lower for non-HOA dwellings and provide optional enhance service offerings to HOA communities that will encourage their membership to opt-in.

The City intends to provide weekly mixed waste disposal pickups and every other week recycle pickups. Recycled pickups are to be priced as part of the basic services offered to all residential dwelling units. Bulk item pick-up is a required part of the basic program offered to all residential dwelling units in the City and included in the Base Cost fee. Bulk item services will be determined by the Contractor and the City. Compostable disposal will be offered to dwelling units for an optional fee. The term of service, if approved by Council, is projected to begin implementation in June 2020.

The City has a full time population of approximately 119,000 residents with an estimated 47,000 households in 33 square miles. Based on Colorado Revised Statute, that excludes multi-family properties of eight or more units from residential waste collection services, the number of households that would qualify for organized waste hauling is approximately 41,400. The number of households anticipated to participate at contract outset is approximately 32,000, with additional households currently residing within home owner associations with contracts potentially opting in over the course of the City's contract.

Pickup routes will be scheduled on Monday-Friday. Scheduled pickup of all basic and optional services (including compost) must occur on the same day for every route. Pick up may occur on Saturday or Sunday after previously designated and approved holidays.

The bid package requires the waste Contractor to provide a guaranteed unit price for curbside solid waste, recyclable materials, compost/yard clipping/landscape material collection, disposal services, and bulk pick-up for residential dwelling units. Curbside service shall be in all cases, at or near the public right-of-way on the street and curbside.

Residential dwellings will have the option to opt out of the service for basic waste and recycle weekly pickup. These households, however, will be required to pay a minimum service fee and will be eligible for bulk item pickup.

Hazardous Household Waste materials will remain under a separate contract with Rooney Road.

Mixed Waste Collection and Disposal. The Contractor shall provide, once a week, collection, transportation, and disposal of all mixed waste placed at curbside from residential dwelling unit according to the agreed Trash Collection Schedule.

Award of this RFP is contingent upon further action by the City Council.

Recyclable Materials. At a minimum of every other week and on the same day as mixed waste collection, the Contractor shall collect, transport and dispose of recyclable materials placed at the curbside by residential dwelling units. All collected recyclable materials shall be delivered to a materials recovery facility registered as a recyclable material processor with the State of Colorado for processing and marketing. Recyclable materials must be collected in separate Carts, but on the same day as mixed waste. An extra Cart will be provided by the City to dwellings upon request and will be picked up by the Contractor at no additional charge. Recyclable materials shall be collected in a single co-mingled stream. The cost of recycling collection should be embedded in the cost of mixed waste collection.

Optional weekly household food compost/landscape clippings/food scraps. The Contractor shall offer a weekly collection, transportation and disposal of Compost/yard clippings/landscape material placed at curbside by residential dwelling units. Yard waste must be collected separately but on the same day as the mixed waste. All compostable food and yard waste materials must be delivered to a facility that is approved by the State of Colorado. The cart shall not be smaller than 64 gallons.

Volume based pricing. The City is contemplating volume based pricing options to encourage customers' reduction in trash removal, while maximizing the amount of recyclables and compostables processed. Trash containers shall be available in sizes of 96, 64 and 32 gallons. Recycling containers must be provided in a 95- or 96-gallon size. The base bid amounts will be added to the cart sizes selected to determine the total billed to each dwelling.

Overflow trash. Should volume based pricing be awarded, contractors will document and charge for trash left outside the trash container through a fee-based program. Respondents shall provide the price per overflow unit and a description of how the program will be administered, including an automatic increase in container size if the customer has overflow trash on a regular basis, as defined as more than 25% of collection days in one quarter.

Bulky item collection. The City wishes to provide bulk item services to residents (excluding HOAs if they are not in the program). This would be considered the base level of service. The City will consider multiple options for this service, as provided by the Contractor. Service offerings that may be considered include, but are not limited to, one free quarterly collection per household, annual or more frequent neighborhood curbside collection events, centralized drop-off events or other creative service offerings as outlined in the proposal. In addition, Contractors are required to submit a price for any additional bulky item collections requested by the residence and billed directly to the residence. Bulk item pick-up should clearly list any size limitations and provide pricing for bulk items on a unit cost basis.

Billing Data Reporting. The City will consider the option to have the City invoice residential dwelling units for the organized waste hauling or include a service fee for the Contractor to invoice the service. The successful Contractor and the City will work together to develop a format for reporting of Billing data. The contractor shall bill the City every other month on a per account basis for services provided. If this option is selected, the collection of fees will be the sole responsibility of the Contractor as an agent of the City. The City retains the right to bill the customer for trash and recyclables collection and any other customer-selected services included in this scope as a part of a City utility bill.

Residential Dwelling Units. Residential Dwellings are defined as single family homes and attached units of seven or less units. The Contractor shall provide service to each residential dwelling unit. In addition, the number of residential dwelling units within the City may change during the life of the Contract as the population grows and as HOAs opt-in to the program. The City will continue to assist in providing a list of the residential dwelling units to be serviced under the Contract.

Award of this RFP is contingent upon further action by the City Council.

The City estimates the total participating households at contract onset to be (Total City of Arvada residential addresses) – (Multi-family residences with 8 or more units) – (HOAs with existing waste hauling contracts) = 32,000 households.

Master Address Assigned Residential Addresses		Master Addresses Assigned w/ HOA Waste Hauling Contract *	
Residential Sub Type	Count	Residential Sub Type	Count
TOWNHOME	4,535	TOWNHOME	1,559
SINGLE-FAMILY	35,410	SINGLE-FAMILY	7,589
DUPLEX	1,493	DUPLEX	289
TOTAL	41,438	TOTAL	9,437

Private Agreements by HOAs. The collection of residential waste, recycle (and optionally compost) is to begin with all non-Home Owners Association (HOA) residential dwellings. HOAs without existing waste hauling contracts will begin service with non-HOA dwellings. The City makes no express obligation that phasing in of all HOAs will be completed during the initial contract term.

The City anticipates that current Home Owners Association contracts may continue, however, they will have the option and be encouraged to opt in sooner as they may desire to offer their residents the optional compost service.

Refuse Removal for Non-Contract Waste and Special Collection. A property owner requesting the removal of non-contract waste or special collection may contact the Contractor to provide the property owner a price quotation for all costs associated with the removal and disposal. The property owner shall sign a form authorizing the Contractor to remove the material and bill the property owner directly the price quoted.

Physically Impaired Carry-Out Service. The Contractor shall upon request by the City, as an integral part of its services and at no additional cost to the Customer provide for carry-out Refuse and Recycling service for Customers who are physically unable to move their Refuse and/or Recyclables carts to the regular collection area. Such carry-out service shall be provided by drivers, taking the residential container from the Customer's home to the collection location, dumping the container, and returning the container to the Customer's home. The City shall provide a list of those Customers who are eligible to receive this special service, and the City may periodically update this list as necessary. The Contractor and City shall determine criteria for eligibility.

Improperly Prepared Materials. When the Contractor encounters Refuse or Recyclables not authorized for pick-up, or encounters improperly prepared Refuse or Recyclables, the Contractor shall leave the unauthorized or improperly prepared Refuse or Recyclables and shall complete a written notice to the Customer, to be left at either the main entrance to the Customer's residence or on the unauthorized or improperly prepared materials or container holding the same. Such notice shall provide a brief explanation concerning the unauthorized or improperly prepared materials and what can be done to resolve the problem. Notwithstanding any part of the foregoing, the Contractor may, but shall not be obligated to, collect the unauthorized or improperly prepared materials and dispose of the same as

Award of this RFP is contingent upon further action by the City Council.

Refuse, so long as it provides the Customer with written notice of the unauthorized or improperly prepared materials in accordance with this paragraph, along with a statement that the same has been disposed of as Refuse.

Districts. The City MAY be divided into three (3) "districts." Contractors are therefore encouraged to submit Proposals with options for one or more districts or combination of districts. The City may choose to award any combination of districts to one or more Contractors.

Operational Specifications

- A. **Contractor Performance.** The Contractor agrees that it will perform all the work and meet all of the requirements; it will provide, at its own expense, all labor, materials, equipment or accessories necessary to perform the work in accordance with the Contract Documents; and it will accept as payment in full for such work and services compensation based on the proposed schedule of rates.
- B. **Inspection by Bidder** - Each bidder is encouraged to examine carefully all conditions affecting the collection, transportation, handling and disposal of the solid waste, recyclable materials and compost/yard clippings/landscape material in the City and to make all necessary investigations to acquaint themselves with the quantity and character of materials to be handled under the Contract.
- C. **Schedules and Routes.** The Contractor shall operate according to an agreed upon Collection Schedule. Prior to the commencement date of the contract, the contractor shall furnish to the City its confirming collection schedules and route maps for each section of the City. Any changes to the initially established collection schedules and routes shall be promptly furnished to the City for the City's review and approval.

Pickup routes may be scheduled Monday-Friday. Pickup of all basic service and optional compostables must occur on the same day for every route.

The bid package requires the waste Contractor to provide a guaranteed unit price for curbside solid waste, recyclable materials, compost/yard clipping/landscape material collection, disposal services, and bulk pick-up for residential dwelling units. Curbside service shall be in all cases, at or near the public right-of-way on the street and curbside.

The Contractor shall, at its own expense by written notice with postage prepaid and forwarded through the United States mail or by personal delivery, notify each owner or occupant, annually, of the day of the week on which mixed waste, recyclable material and compostable materials shall be collected and any changes to such schedule. This notice shall contain the following information: the day of the week upon which Collections will be made; the name, address and telephone number of the Contractor; the proper location for the Carts pending collection, and the time of day at which Carts must be so placed.

The work shall be confined to street right-of-ways or other land controlled by the City or as directed by the City. The Contractor will provide alley collection of refuse, recyclables and compostables to all areas of the City with alleys. In areas where alley service is provided, contractor shall not be required to additionally provide curbside service except in such circumstance where homes are isolated from alleys.

Site access will be limited to normal working hours unless otherwise provided in the contract or directed by the City.

In the event of inclement weather that prevents the collection of Refuse and/or Recyclables on the scheduled day, the make-up day shall be the following day.

Award of this RFP is contingent upon further action by the City Council.

Holidays shall be New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day, unless otherwise determined by the City and the Contractor. If the holiday falls on a collection day, then the next business day following the holiday may be an authorized collection catch up day.

- D. **Collection Trucks and Equipment.** The Contractor shall make all collection of mixed waste, recyclable material and compost/yard clippings/landscape material and shall transport same to the disposal location, in and by the use of modern sanitary collection vehicles, which are completely enclosed. The Contractor shall provide a sufficient number of trucks during those periods of the year when waste collections are at peak volumes (e.g. spring, fall) to ensure that all routes are completed within the time limits set forth herein.

The Contractor shall provide and maintain during the entire term of the Contract a fleet of such collection vehicles and support or backup vehicles sufficient in number and capacity to efficiently perform the work and render the services required of it by the Contract.

In the event of the Contractor's equipment failing, the Contractor shall take immediate action to have the equipment properly removed from its location to the Contractor's maintenance facility.

The equipment shall be cleaned regularly and maintained in good condition and order. Each piece of equipment shall be assigned a number, which shall be clearly painted on the side doors of the cab along with the Contractor's name. The Contractor shall not use a name implying municipal ownership.

The contractor shall immediately clean-up spills or leaks resulting from equipment failure or refuse.

Waste will be picked up in Carts whose lids are propped partially open.

- E. **Contractor Maintenance Facility.** The Contractor shall identify the storage and maintenance facility, as well as the staging location, if any, in their submitted bid.

- F. **Cart Ownership.** The City is considering options for the purchase or lease carts with wheels and lids, and would like to explore pricing options with either the Contractor or the City purchasing the carts.

The City may buy the trash and recycle carts or may consider options for the successful Contractor to purchase the carts and lease to own back to the City. The City retains ownership of the carts at the end of the original term of the Agreement. In the case of default by the Contractor, the City shall have the right to take immediate possession, without compensation to the Contractor, of all organic containers/carts.

If a volume based program is selected, at the start of the program, the Contractor is responsible for contacting the residents to determine choice of carts sizes. During the initial 180 day implementation of the program, residents may exchange cart sizes at no additional fee. After that period, exchanges may be made once annually at no charge.

The City maintains the exclusive right to use City logos or messaging on carts. Any other message, graphic or logo is expressly forbidden. The carts will remain the property of the City at the end of the contract term. The cost of cart purchase should not be included in any Contractor service pricing.

Waste Cart Care, Replacement and Management. The maintenance, repair and replacement of carts will be the sole responsibility of the contractor. Contractor shall be responsible for providing storage, maintenance and deployment of appropriate containers to households in the contracted area initially and as the level of service changes. In all cases, the cost of repair or replacement of containers shall be borne by the Contractor. The Proposal shall provide information detailing how requests for repairs, replacement and changes in container sizes will be accommodated.

Award of this RFP is contingent upon further action by the City Council.

The Contractor shall exercise all reasonable care and diligence in handling Carts. The Contractor must exercise due care in preventing damage thereto and shall replace Carts in an erect position with the lids replaced. In the event the Contractor damages a Cart(s), the Contractor shall be responsible to replace said Cart(s) with one of equivalent value at Contractor's expense and within forty-eight (48) hours (excluding Saturday and Sundays). Spare carts will be stored and managed by the Contractor. Vendor must provide cart repair at no extra charge for labor (broken lids and wheels) and delivery of the replacement carts. Replacement carts and repair parts will be provided at the Contractor's expense. Graffiti must be removed from carts or the cart must be replaced within one week after notice by the City.

- G. **Office.** 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 Contractor shall maintain a local Denver metro office for the receipt of service calls and complaints. Such office shall be open and available for such calls Monday through Friday of each week from 8 a.m. to 5 p.m. The Contractor shall provide an employee attendant during all hours that such office is required to be open to take care of complaints, orders for special pickup service, or to receive instructions. The Contractor shall maintain a real time app or web site link for customer service and education purposes.
- H. **Complaints.** The Contractor shall respond to all complaints concerning the collection, transportation and disposal of waste. The Contractor will provide a monthly report of these complaints to the City. Any complaints received by the City will be forwarded to the contractor for review and disposition. Every complaint shall be investigated by the Contractor.
- I. **Disposal Site.** The Contractor shall dispose of all mixed waste, recyclable material, yard waste and bulky items collected for the duration of the Contract.

The Contractor shall secure any and all permits, licenses, privileges or rights of any nature whatsoever necessary for the collection and disposal of waste materials from the appropriate governmental agencies. The Contractor shall abide by any and all rules and regulations that are imposed by any authorized agency or unit of government.

The Contractor shall be responsible for paying all disposal fees and other financial obligations for all materials collected and disposed of at the disposal facilities. The Contractor assumes the risk of all governmental surcharges and costs of operation.

The Contractor shall make all arrangements necessary for any short time storage of all waste materials collected. Each bidder shall provide the City with the operating license of each of the disposal site(s) to be utilized prior to the award of the Contract. In the event it becomes necessary for the Contractor to change the disposal site(s) during the term of the Contract, the Contractor shall notify the City in writing. A copy of the facility's license shall be submitted to the City.

- J. **Permits and Licenses.** The Contractor shall secure any and all permits, licenses, privileges or rights of any nature whatsoever necessary for the collection and disposal of waste materials from the appropriate governmental agencies. The Contractor shall abide by any and all rules and regulations that are imposed by any authorized agency or unit of government. Each bidder shall provide the City with the operating license of each of the disposal site(s) to be utilized prior to the award of the Contract. In the event it becomes necessary for the Contractor to change the disposal site(s) during the term of the Contract, the Contractor shall notify the City in writing of said change and submit documents verifying the facility's license.
- K. **Fees.** The Contractor shall be responsible for paying all disposal fees and other financial obligations for all materials collected and disposed of at the disposal facilities. The Contractor assumes the risk of all governmental surcharges and costs of operation. All missed pick-ups must be credited on the next billing cycle.

Award of this RFP is contingent upon further action by the City Council.

- L. **Reports.** The Contractor shall provide reports on customer service metrics, including issue resolution, as well as other reports including material tonnage.
- M. **Recyclables.** The recyclable materials collected through recyclables collection services will become Contractor property. Contractor shall deliver recyclables to a materials recycling facility registered as a recyclable material processor with the State of Colorado. Contractor shall not dispose of recyclable materials collected in the recycling stream in a landfill. If a recycling load is rejected by the materials recycling facility, the occurrence must be documented and reported to the City, including volumes and reason for rejection. Contractor shall provide to the City the names and locations of facilities to be used for the processing of recyclables.
- N. **Compostables.** The compostable materials collected through weekly compost collection services and yard waste pickup events will become Contractor property and shall be delivered to a compost facility that participates in the US Composting Council Seal of Testing Assurance Program. Contractor shall not dispose of compostable materials collected in the compost stream in a landfill. If a compostables load is rejected by the compost facility, the occurrence must be documented and reported to the City, including volumes and reason for rejection. Contractor shall provide to the City the names and locations of facilities to be used for the processing of compostables.
- O. **Customer Service**
Contractor will work closely with the City to provide service-oriented information to residents and for developing and executing public education to encourage waste reduction and diversion.

Start-up Outreach: Sixty (60) to Ninety (90) days prior to the commencement of the trash and recyclables collection services, Contractor shall provide a City dedicated website/page acceptable to the City with information (in Spanish and English) on the specifics of the trash and recyclables collection program and additional services, including, but not limited to:

- complete list of fees and services offered to each customer
- information on additional services available to customers including weekly compost, door-to-curb service, etc.
- collection schedule
- listing of what materials can go into the recyclable materials container
- listing of what materials can go into the compost materials container
- instructions on the proper handling of the collection containers
- instructions on changing container size
- instructions on what customers are to do with trash that does not fit into the collection containers
- customer service contact information for questions and complaints

- P. **Reporting** - Contractor shall provide monthly or quarterly report including:
- Number of customers per level of trash service
 - Number of customers subscribed to compost collection service
 - Tonnage of trash material collected from weekly collection
 - Tonnage of recyclable materials collected and destination
 - Tonnage of compostable material collected from weekly collection and destination
 - Tonnage of material collected from each bulky item pickups events and destination
 - Number of customers subscribed to door-to-curb services
 - Cart inventory, including number of containers by size that are in service, in storage, and broken
 - Log of customer complaints and resolutions
 - Log of the dates of missed collections and responses;
 - Log of vehicle accidents and traffic violations within the City involving the Contractor's vehicles
 - Contractor shall include a sample report with the Proposal.

Award of this RFP is contingent upon further action by the City Council.

Submission Requirements:

- A. Describe your capability to fully assume responsibility for waste collection and disposal in the City in accordance with the Bid Package.

Describe your experience in furnishing solid waste, recyclable material and compost/yard clipping/landscape material collection and disposal services for similar size municipalities, other Front Range Communities or Home Owner Associations.
- B. Identify how many (#) customers your firm currently has in the City of Arvada (per District if you are quoting by District) or total #.
- C. Describe your involvement in recycling, waste reduction, marketing of recyclable materials and related public education and resource recovery awareness programs.
- D. Proposals shall list all sub-contractors/sub-Contractors intended to be providing any parts of the service, including company names, contacts, address, phone, and email address(es).
- E. Identify all municipal customers and all Colorado Front Range Home Owners Associations with whom you currently provide, or have provided within the last five (5) calendar years, municipal waste collection and disposal services. Such list shall identify the persons to be contacted, their position, address and telephone number.
- F. Provide details of any internal safety based programs implemented to ensure safe operations. Additionally, submit any community based safety initiatives or programs that have been implemented in conjunction with the communities they serve including examples of program results.
- G. Describe your process for communicating with residents and the City when there is any service delay due to weather, equipment or other acts. This communication includes the bidder's approach to resuming/rescheduling services.
- H. Please provide proposed Cart specifications including manufacturer, model, warranty and graffiti resistance. The Contractor shall identify how requests for cart repair and replacement will be handled and how changes in cart size will be accommodated.
- I. Describe your plan for collecting and disposing of rubbish, recyclables and compostable materials according to the Collection Schedule. This plan should include the number of trucks, types of trucks, equipment that will be purchased to augment the current fleet, number of employees, the completed table below and any other information you deem necessary.
- J. Describe your plan for collecting bulk items from residents, including frequency of collection, equipment used, materials accepted, proposed collection schedule and any other relevant information.
- K. Please detail your proposed service fee and process for managing overflow trash from residents.
- L. Describe proposed customer support and service plans to be provided to residents. Include sample service reports and an escalation plan for service issues. Describe your process for customer service including methods for residents to contact your company (phone, email, or other means), and your procedure for responding to customer service inquiries.

- M. Provide an inventory of proposed vehicles that would be servicing City residents in a format similar to the chart below. Please note fleet efficiency goals.

MIXED WASTE AND RECYCLE VEHICLES

Year of Vehicle	Make of Vehicle	Model of Vehicle	Vehicle ID Number	Fuel Source
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- N. Provide the names and a brief professional biography or resume of the individuals that will be managing and/or supervising services to the City of Arvada. Include billing, site management and customer service personnel.
- O. Describe how your company would transition to being the City's Organized Waste Contractor. Specifically, how will you communicate with residents about the change in service providers; how you will deliver Carts; how you will inform residents of any changes to their services; and how you will be assured that residents are aware of any changes.
- P. Provide any corporate information (brochures, information packages) that you think will be useful to the City's understanding of your corporate capabilities, mission and vision.
- Q. Detailed statement of experience in municipal solid waste, recyclable material and yard clipping collection and disposal.
- R. List of disposal sites intended to be used.
- S. Storage, maintenance, staging facility and office locations.
- T. The names and addresses of all owners, partners, officers and/or shareholders or other persons financially interested in this Proposal.
- U. Creative options for service, such as additional collection services, education programs, marketing programs or other program elements.
- V. Name and address of the Insurance Company(s) who will be providing the insurance policies required by the contract: Workers Compensation, Commercial Automobile Liability Coverage, Commercial Liability Coverage, Umbrella Liability, Pollution Liability Coverage.
- W. A violation record concerning past and pending civil claims and criminal investigations, as well as prior judgments and determinations against the bidder and its affiliates within the last ten (10) years of the following types of laws, regulations or ordinances which are under the jurisdiction of various departments of the State of Colorado:
- (a) Environmental: Department of Natural Resources;
 - (b) Safety: Occupational Safety and Health Department;
 - (c) Health: Occupational Safety and Health Department;
 - (d) Price Fixing;
 - (e) Anti-Trust;
 - (f) Fraud;

REQUIRED CONTRACTOR SUBMITTAL FORM

SUBMITTED BY:

Company Name: _____

Contact Names: Sales/Customer Service: _____

Address: _____

Phone: (____) _____ Email(s): _____

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Contractor;
- He/she has read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.
- The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other bidders or Contractor of materials, supplies, equipment or services described in the Request for Bids, designed to limit independent bidding or competition.

 By: _____
 Signature of Authorized Agent Date FEIN

 Typed/Printed Name of Agent Title of Agent Agent email

PAYMENT TERMS: If the Contractor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing.

 Discount: ____% ____ Days, Net: 30 Days,

VARIATIONS: The Contractor shall identify all variations and exceptions to any RFP documents. Submittal of a Contractor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award. For each variation listed, reference the applicable section of the solicitation document as per the example below. If no variations are listed here, it is understood that the Contractor's Offer fully complies with all terms and conditions. Attach additional Variation sheets in the same format as below after starting the first three on this page.

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

Variance _____

Page #: _____ Item # or Section: _____

Variance _____

SUBMITTAL INSTRUCTIONS:

Proposals shall be submitted in the order listed below with each section clearly identified.

- ☐ Submit ON-LINE or as instructed on the cover page.
- ☐ Cover & Executive Summary.
- ☐ Detail Firm's and employees' Capabilities, Experience, Licensing, and Compliance Status.
- ☐ Details of Proposal – Proposed products & services, implementation timeline and warranties as requested in the submittal requirements.
- ☐ Completed City Submittal Forms including this sheet and all other attachments specifically requested.
- ☐ Pricing – All fee associated with the proposal. The City is requesting more than one program to be priced so our Council and residents may make a fully informed decision. Contractors are **not required** to price every option.
- ☐ Performance Measures, when an applicable service.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed in the variations on the previous page.
- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ Please initial to acknowledge Addenda, if any, have been considered in your proposal:
 #1 _____ #2 _____ #3 _____

REFERENCES:

- ☐ Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

PRICING FORM

All service options include: weekly collection and disposal of mixed waste (trash), every other week disposal of recycled materials, bulk item pickup and optional compost/landscape materials pickup for an additional fee. Base cost includes bulk pick up.

Contractors are **not required** to price every option.

OPTION A – AWARD TO SINGLE CONTRACTOR CITY-WIDE (approx. 32,000 households)
VOLUME BASED PRICING - RESIDENTS SELECT 32, 64 or 96 GALLON CARTS. 96 GALLON RECYCLE CART SERVICE IS INCLUDED.

Base Cost * +	\$ _____ per Household, per month
32 Gallon waste cart	\$ _____ per household, per month
OR	
64 Gallon waste cart	\$ _____ per household, per month
OR	
96 Gallon waste cart	\$ _____ per household, per month
TOTAL	\$ _____ per Household, per month

Charge for Contractors to perform BILLING/Accounts Receivable services for this option 6 times per year, every other month: \$ _____/billing

OPTION B - AWARD TO SINGLE CONTRACTOR CITY-WIDE (approx. 32,000 households)
 ALL PARTICIPATING RESIDENTS RECEIVE THE **SAME SIZE 96 GALLON TRASH CART**. 96 GALLON RECYCLE CART SERVICE IS INCLUDED.

Base Cost* plus +	\$ _____ per Household, per month
96 Gallon cart	\$ _____ per Household, per month
TOTAL	\$ _____ per Household, per month

Charge for Contractors to perform BILLING/Accounts Receivable services for this option 6 times per year, every other month: \$ _____/billing

PLEASE REFER TO THE DISTRICT MAP ATTACHED for OPTIONS C-H

OPTION C – DISTRICT 1 ONLY

VOLUME BASED PRICING - RESIDENTS SELECT 32, 64 or 96 GALLON CARTS. 96 GALLON RECYCLE CART SERVICE IS INCLUDED.

Base Cost* + \$_____ per Household, per month

32 Gallon waste cart \$_____ per household, per month

OR

64 Gallon waste cart \$_____ per household, per month

OR

96 Gallon waste cart \$_____ per household, per month

TOTAL \$_____ per Household, per month

Charge for Contractors to perform BILLING/Accounts Receivable services for this option 6 times per year, every other month: \$_____/billing

OPTION D – DISTRICT 1 ONLY

ALL PARTICIPATING RESIDENTS RECEIVE THE **SAME SIZE 96 GALLON TRASH CART**. 96 GALLON RECYCLE CART SERVICE IS INCLUDED.

Base Cost* + \$_____ per Household, per month

96 Gallon cart \$_____ per Household, per month

TOTAL \$_____ per Household, per month

Charge for Contractors to perform BILLING/Accounts Receivable services for this option 6 times per year, every other month: \$_____/billing

PRICING OPTION E – DISTRICT 2 ONLY

VOLUME BASED PRICING - RESIDENTS SELECT 32, 64 or 96 GALLON CARTS. 96 GALLON RECYCLE CART SERVICE IS INCLUDED.

Base Cost* + \$ _____ per Household, per month

32 Gallon waste cart \$ _____ per household, per month

OR

64 Gallon waste cart \$ _____ per household, per month

OR

96 Gallon waste cart \$ _____ per household, per month

TOTAL \$ _____ per Household, per month

Charge for Contractors to perform BILLING/Accounts Receivable services for this option 6 times per year, every other month: \$ _____/billing

OPTION F – DISTRICT 2 ONLY

ALL PARTICIPATING RESIDENTS RECEIVE THE **SAME SIZE 96 GALLON TRASH CART.** 96 GALLON RECYCLE CART SERVICE IS INCLUDED.

Base Cost* + \$ _____ per Household, per month

96 Gallon carts \$ _____ per Household, per month

TOTAL \$ _____ per Household, per month

Charge for Contractors to perform BILLING/Accounts Receivable services for this option 6 times per year, every other month: \$ _____/billing

OPTION G – DISTRICT 3 ONLY.

VOLUME BASED PRICING - RESIDENTS SELECT 32, 64 or 96 GALLON CARTS. 96 GALLON RECYCLE CART SERVICE IS INCLUDED.

Base Cost* + \$ _____ per Household, per month

32 Gallon waste cart \$ _____ per household, per month

OR

64 Gallon waste cart \$ _____ per household, per month

OR

96 Gallon waste cart \$ _____ per household, per month

TOTAL \$ _____ per household, per month

Price per overflow unit \$ _____ per _____

Charge for Contractors to perform BILLING/Accounts Receivable services for this option 6 times per year, every other month: \$ _____/billing

OPTION H – DISTRICT 3 ONLY.

ALL PARTICIPATING RESIDENTS RECEIVE THE **SAME SIZE 96 GALLON TRASH CART.**
96 GALLON RECYCLE CART SERVICE IS INCLUDED.

Base Cost* + \$ _____ per Household, per month

96 Gallon carts \$ _____ per Household, per month

TOTAL \$ _____ per household, per month

Charge for Contractors to perform BILLING/Accounts Receivable services for this option 6 times per year, every other month: \$ _____/billing

CHARGES FOR ADDITIONAL OPTIONAL SERVICES

I. Added cost for Contractor to purchase trash/mixed waste carts.

32 Gallon waste cart \$ _____ per household, per month

64 Gallon waste or compost cart \$ _____ per household, per month

96 Gallon waste or recycle cart \$ _____ per household, per month

II. Compost added to any option \$ _____ per household, per month

III. Optional upgrade for door to door service \$ _____ per household, per month

IV. Additional Bulky Item Collection \$ _____ per Item

V. Price per overflow unit \$ _____ per _____

Price per overflow unit \$ _____ per _____

Price per overflow unit \$ _____ per _____

Price per overflow unit \$ _____ per _____

VI. Charge for cart exchange more than twice per year \$ _____ per exchange (not per cart)

Bid Bond – NO Bid bond will be required.

Performance Bond. The Contractor shall, at its sole cost and expense, obtain and maintain during the life of the Contract, a corporate surety bond with a United States Surety Company authorized to do business in the State of Colorado and found acceptable by the City attorney, in the amount of Two hundred and fifty thousand and 00/100 (\$250,000.00) Dollars to guarantee full performance of its obligations and faithful adherence to all requirements of the Contract Documents. The Contractor shall provide this corporate surety bond to the City no later than thirty (30) days prior to commencement of operations. The bond shall contain the following endorsement:

SAMPLE PERFORMANCE AND PAYMENT BOND

Bond No. _____

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter called Principal; and

(Firm) _____

(Address) _____

hereinafter called Surety, are held and firmly bound unto the City of Arvada, a Colorado municipal corporation, 8101 Ralston Road, Arvada, Colorado 80002, hereinafter called the City, in the penal sum of \$250,000, Dollars, in lawful money of the United States, for the payment of such sum will and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION are such that the Principal entered into a certain Contract with the City, dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof, for the performance of City of Arvada Project No.'s _____.

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 City, with or without Notice to the surety and during the life of the guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the City from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, and if he shall promptly 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 construction 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 to 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 to the work to be performed thereunder or the specifications accompanying the same shall in anyway 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 or to the work or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the ____ day of _____, 2019.

IN PRESENCE OF:

PRINCIPAL _____

By _____

Address _____

(Corporate Seal)

(Surety Seal)

SURETY _____

Attorney _____ in _____ Fact _____

Address _____

Note: If Contractor is Partnership, all partners should execute Bond. Important: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the City.

Appendix T: Lafayette RFP (which includes BCRC flow control)



REQUEST FOR PROPOSAL RESIDENTIAL REFUSE, RECYCLABLES, AND ORGANICS COLLECTION SERVICES

City of Lafayette

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Lafayette, Colorado ("City") for:

REFUSE, RECYCLABLES, AND ORGANICS RESIDENTIAL COLLECTION

File with Sustainability Coordinator, Administration Department, City of Lafayette – 1290 S. Public Road, Lafayette CO, 80026.

Proposals received later than **2:00pm MST December 20, 2021** will not be considered.

A copy of this Request for Proposals ("RFP") may be obtained from the City's website at [Bid Opportunities and Awards | Lafayette, CO - Official Website \(lafayetteco.gov\)](https://lafayetteco.gov/Bid-Opportunities-and-Awards).

The City reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by a respondent in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A response from a prospective service provider ("Service Provider" or "Contractor") that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider/Contractor is selected as the apparently successful Service Provider/Contractor is not acceptable and, at the City's sole discretion, may disqualify the proposal from consideration.

The City requires that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider/Contractor ultimately awarded a contract following this RFP shall comply with all applicable federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; expansion of the Three Cart Program; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated November 5, 2021

Elizabeth Szorad
Sustainability Coordinator
303-661-1230

City of Lafayette – Request for Proposals

Comprehensive Residential Refuse, Recyclables, and Organics Collection Services Contract

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SECTION 1: INFORMATION FOR PROPOSERS

1.1 INTRODUCTION

The City of Lafayette is requesting Proposals from qualified proposers (“Proposers”) for residential refuse, recycling, and organics collection services within the City. This Request for Proposals (“RFP”) is for the following services: refuse, single stream recycling, and organics collection. The initial contract (“Contract”) term shall be for seven and quarter (7.3) years, from October 1, 2022 through December 31, 2029 with three one-year contract extensions at the City’s sole option.

The City is seeking a continuation of the existing residential refuse, recycling, and organics collection services with potential service improvements and revisions as described in the attached base contract (“Base Contract”). The City prefers to award one comprehensive Contract for residential collection services. The City also seeks specified Contract alternatives, as described in RFP Section 1.3.2. The City reserves the right to choose some, all, or none of the alternatives proposed.

Proposers shall complete a Base Proposal, based on the Services described in the attached Base Contract (Section 4, Appendix A), with the costs of alternatives separately identified on the specified proposal forms. During the initial round of review, the City shall compare all Proposals based solely upon the Base Proposal, including alternatives chosen by the City. The City Proposal Evaluation Team will determine a highest rated proposed Contractor and will make a Contract award recommendation to City Council contingent upon the successful negotiation and finalization of the Contract. The City will then attempt to negotiate a Contract with the highest rated proposed Contractor using the Base Contract and amended as necessary to include any alternatives chosen by the City. Upon the conclusion of a successful negotiation, the final Contract would be proposed to the City Council for approval and execution.

In the event negotiations with a highest rated proposed Contractor are unsuccessful, in the sole opinion of the City, the City may terminate such Contract finalization and undertake Contract finalization with the next highest rated proposed Contractor, and so on, until such time as a Contract is awarded or the process is terminated.

THE CITY RESERVES THE RIGHT TO TERMINATE THIS RFP PROCESS AT ANY TIME AND FOR ANY REASON AND WITH NO FURTHER OBLIGATIONS TO ANY PROPOSER, INCLUDING BUT NOT LIMITED TO PROPOSAL PREPARATION COSTS.

Preliminarily, for the purposes of consistency and clarity, the defined terms of the Base Contract retain those defined meaning in this RFP. Defined terms are generally capitalized and are applicable to the singular and plural, and to the masculine or feminine.

This RFP is organized into four (4) sections:

Section 1: Information for Proposers provides background information regarding the City’s Three Cart Program and generally describes the services to be performed by the Contractor according to the terms of the Base Contract.

Section 2: Instructions for Proposers provides instructions for submitting a responsive Proposal and includes the procedures the City will follow in choosing the highest rated proposed contractor (“Selected Proposer”).

Section 3: Proposal Forms includes the questions that must be answered and the forms that must be completed for a Proposal to be considered responsive to the RFP.

Section 4: Appendices include: (A) the Base Contract that will be entered into by the City and the Contractor, potentially subject to revisions during Contract finalization as described in this RFP. The Base Contract reflects the base proposal and will be revised to incorporate any alternatives selected by the City; (B) 2019-2020 and 2021 year-to-date collection quantities, from the City's current residential refuse, recycling, and organics collection services Contractor, Republic Services of Denver; (C) RFP Form 2 with cart counts and service frequencies; and (D) Responses to Industry Review Comments.

1.2 EXISTING COLLECTION PROGRAM

This section generally describes the existing residential refuse, recycling, and organics collection services operated under the current Contract. Carefully review the Base Contract (attached as Appendix A to this RFP) to determine the scope of operations (including alternatives in the discretion of the City) envisioned under the *new* Contract.

The City of Lafayette is a home rule city where the elected Councilors set policies for city governance and the council-appointed City Administrator administers them. The City Council consists of seven (7) members elected at-large. The Mayor and Mayor Pro Tem are elected by their fellow Councilors and the Mayor serves as the Presiding Officer of the Council. In the event of absence or disability, the Mayor Pro Tem shall serve as the Presiding Officer. The City Administrator is responsible for the proper administration of all affairs of the City placed in the Administrator's charge. The City Administrator develops and implements a "best practices" approach in operating the City government to achieve a balanced, efficient, economical, fair, and quality service delivery.

The City is the third largest city in Boulder County, encompassing approximately 9.3 square miles. Its current population is approximately 29,500 (January 1, 2021 estimate). The City is part of the larger Boulder County metropolitan area of approximately 325,000 in population.

Republic Services, Inc. is the City's current Contractor. Republic Services provides collection service for approximately 7,300 single-family customers in Lafayette, roughly 55% of homes four (4) days a week Tuesday through Friday. The City is expanding the Three Cart Program to most neighborhoods and some multifamily complexes (seven (7) units or less) over a period of three years. Requirements are outlined in [Ordinance No. 21, Series 2020](#) approved on November 2, 2020. The intent of the timeline is to allow existing Homeowner Associations ("HOA's") solid waste contracts to expire and for the residents of the HOA's to join the municipal Contract. At the end of the three-year period all residents not participating in the City's Three Cart Program will be imposed a waste collection fee. The City expects most HOA's to elect to join the City Program by November 2023. In total, approximately 5,200 homes will be joining the Three Cart Program over the next two years, bringing the total number of homes served by the Selected Proposer to roughly 12,000.

Commercial, multifamily residences of eight (8) or more units, and industrial establishments are not part of this request for proposals. The City reserves the right to partner with Boulder Valley School District or the Boulder County Housing Authority for services of those facilities within the City at any point during the Contract term.

Currently the City and its Contractor share customer service responsibilities, while the City retains the sole responsibility for customer billing. As part of this *new* Contract, the City seeks to explore the option of transitioning all customer service responsibilities and billing to the selected Contractor.

Currently an incentivized rate structure is in place to encourage recycling and composting with the current Contractor. The City seeks Contract alternatives to the rate structure as described in RFP Section 1.3.2. Current

rate changes occur annually on October 1, please note the City requests the Proposer to implement a new timeline for rate changes which would occur on January 1, with this in mind, the first rate change after this Contract is executed will occur on January 1, 2024. Proposed rates should take this request into account.

Appendix B includes 2019, 2020 and current year-to-date 2021 collection tonnages by material stream provided by the current Contractor. Cart counts and service frequencies are provided in Appendix C: Form 2.

Customer Collection

Any single-family, multifamily residences with seven (7) or less units or any commercial or industrial facility participating in the City’s Three Cart Program that utilizes not more than two (2) 96-gallon Refuse carts and not more than two (2) 96-gallon Recycling carts. Service frequency includes weekly collection of refuse and bi-weekly collection of recycling and organics on alternating weeks. Service collection days are currently Tuesday through Friday, the City is open to alternative service days. The City seeks Contract alternatives to collection frequency, as described in RFP Section 1.3.2. Current customers use Contractor-provided carts for refuse, single stream recycling, and organics collection.

Old Town Lafayette has many paved and unpaved alleys, and the Contractor should be prepared for the special needs and accommodations that will be required for alley collection. The proposal shall include a statement of willingness by the contractor to provide alley service, and a description of special accommodations that will be made to accomplish this.

Additional information about the Three Cart Program is on Republic Service’s website for Lafayette: www.republicservices.com/municipality/lafayette-co. The website includes the range of materials accepted, days of collection, and other descriptions of the Three Cart Program.

Carts

The current Contractor uses its own carts. At the end of the current Contract, all Contractor-supplied carts, revert to City ownership without further compensation to the current Contractor. The selected proposer will take ownership of any remaining carts from the current Contractor and maintain the same cart specifications and color while maintaining an inventory of carts at the start of the new Contract to fulfill cart swaps, new starts, and other requests. On a monthly average, there are six (6) requests for cart exchanges from residents. The City seeks Contract alternatives to cart sizes, as described in RFP Section 1.3.2.

The current breakdown (October 2021) of residences participating in the Three Cart Program are as follows:

Waste Carts by Size and Percentage*		
Cart Size	Refuse	Organics**
32-Gallons	29.14%	87.09%
64-Gallons	44.99%	7.71%
96-Gallons	25.87%	5.20%

* Recycling carts currently only come in 96-gallons.
** Approximately 2% of residents opt to not have organics service.

Disposal

Recyclable material shall be delivered to the Boulder County Recycling Center (BCRC). Recyclables shall be collected in material streams acceptable to the BCRC and commingled according to what is mutually acceptable to the BCRC. The Contractor shall base the proposal on every other week collection of recyclables, with the possibility of weekly collection of recyclables as an alternative. The recyclables will be composed of cardboard, paper, metal, glass bottles and jars, plastic containers and similar items generated by typical single-family homes. The list of acceptable items will be set forth by the BCRC and may change overtime. The recyclable materials collected will remain the property of the City. Consequently, all revenues received from or costs due to the BCRC for the City's recyclable materials, shall be the City's. If the alternative is selected, recyclable material shall become property of the Contractor and all revenues received from or costs due to BCRC shall be the Contractors.

Organic material shall be delivered and processed in a facility designated by the Proposer and approved by the City. Proposers should provide the information related to how and where organic material will be transferred upon collection in accordance with all applicable laws and regulations. Organic material shall be collected in material streams acceptable for composting according to what is acceptable to the composting facility. The Contractor shall base their proposal on every other week collection of organics collection, with the possibility of weekly collection of organics as an alternative. The organic material will consist of yard waste, food scraps, paper towels and similar items. The compostable materials shall become the property of the Contractor.

All collected refuse must be disposed of properly at a landfill or transfer station of the Proposer's choosing.

2020 solid waste tonnage (future numbers subject to change):

- Total annual refuse tonnage: 5,193
- Total annual single stream recyclables tonnage: 1,706
- Total annual organics tonnage: 1,009

Administration

The City manages residential collection service functions through the Sustainability Division of the Administration Department. Staff administers collection Contracts; interfaces with state, regional and local agencies; develops and administers policy on solid waste as well as a range of conservation and sustainability issues; develops strategic partnerships and programs; and coordinates related outreach, marketing, and education within the community.

The City's Utility Billing Division in the Finance Department bills all customers monthly for residential collection services. Currently, the Utility Billing Division also purchases extra stickers in bulk directly from the Contractor at \$3.50 for each sticker and residents can purchase stickers from City Hall for \$4.00 each. On average, 777 extra stickers are purchased from City Hall annually. The City seeks as an alternative in the Contract that the Selected Proposer will take ownership of all billing and invoicing for residential collection services. When selected, the Proposer's will present the desired the billing cycle to the City, with the understanding that the billing cycle shall not exceed three months (quarterly).

Proposal Form 2 provides a listing of the base service levels and alternatives for the new Contract and customer counts (where available) for services provided under the current residential collection Contract.

1.3 GENERAL TERMS

1.3.1 General Scope of the New Contract: Base Proposal

The City of Lafayette, (“City” or “Lafayette”) Colorado, is soliciting Proposals from qualified Proposers for solid waste collection services (“Services”). These Services include: refuse, recyclables, and organics collection for the residential, multifamily residences (seven (7) or less units) sectors, and any commercial or industrial establishments voluntarily participating in the City’s Three Cart Program; the disposal of all refuse; and the processing and marketing of collected recycling and organics. Household participation in the city-wide Three Cart Program is mandatory with a few exceptions. The exceptions to this are those residents of Homeowner Associations (HOAs) that currently offer curbside waste collection services. Those HOA residents may receive an “exemption from participation” and would thus be exempt from the City collection fee until November 2, 2023. Starting November 2, 2023, the City will impose a waste collection fee on any single-family home and some multifamily residences of seven (7) or less units not part of the City Contract. In this case the Contractor will not be compensated for these accounts. These waste collection fees will be assessed through the City’s water utility billing system from account and service information provided by their Contractor. Due to the waste collection fee, the City expects several HOAs to request to come onto the City’s Three Cart Program. The selected Proposer must be equipped to handle several new accounts in the first two years of the Contract.

The Contractor selected as a result of this RFP process shall be responsible for all aspects of the contracted-for Services, including but not limited to providing equipment, labor, supervision, and supplies necessary to perform the Services. The Contractor shall be responsible for providing carts. In addition, the selected Contractor will be responsible for producing and distributing public information about recycling, collection schedule changes (such as holiday schedules) and the promotion of new collection services. Although the Contractor will have primary responsibility for all customer materials (subject to prior City review), the City may choose to develop some materials for the Contractor to print and distribute to customers.

The Contractor shall be responsible for providing customer service functions relating to service delivery, including informing customers of potential service levels and charges, receiving and resolving customer complaints, and special collections. If the alternative is selected, the Contractor will be responsible for responding to billing questions as well as preparing and sending out bills to its customers. The Contractor shall also pay to the City an Administrative Fee on or before the last working day of each month during the term of this Contract. The Administrative Fee shall be based on all Contractor billings posted since the last Administrative Fee payment (or start of the Contract in the case of the initial Administrative Fee payment) if the alternative is selected.

The City intends to procure, at a minimum, those Services required as part of the Base Proposal and other services as described in the Base Contract. Proposers responding to this RFP shall provide Proposals that meet the requirements of this RFP, including the Base Proposal requirements as such are set forth in the Base Contract, attached to this RFP as Appendix A. The description set forth in this RFP Section 1.3.1 is a general description and summary of the City’s requested Services and shall not be the basis for any dispute over the City’s requirements for either its (1) its Base Proposal or (2) selection of a Contractor. The specific Base Contract provisions for the Base Proposal are not repeated in this RFP. Proposers must carefully review the Base Contract for specific requirements.

1.3.2. Alternatives

The City has also identified a number of collection and price escalation alternatives for which it seeks pricing. The Contractor shall provide a list of additional services and explanations of how the alternative would be

completed, together with a price list for such services. Directions for presenting costs for these alternatives are provided in the Form 2 instructions in Section 3 of this RFP. Note that omitting pricing from one or more alternatives may result in disqualification of the Proponent's Proposal in the discretion of the City. The City may or may not choose to utilize these services in the section of the successful bidder. These services may include but are not limited to:

- Weekly collection of organics
- Weekly collection of recycling
- Additional recycle cart sizes of 32- and 64-gallons
- An additional refuse cart size of 20-gallons
- Option of a once-a-month collection of a 32-gallon refuse cart
- Annual Hard-to-Recycle Collection Event
- Contractor Billing Agent (this includes billing customers for refuse or organic material extras)
- Contractor retains all recycling commodity revenues/pays all expenses

SECTION 2: INSTRUCTIONS TO PROPOSERS

2.1 DEFINED TERMS

Terms used in these Proposal Documents that are defined in the RFP and/or Base Contract have the meanings assigned to them therein.

- "Base Contract" means the Comprehensive Residential Refuse, Recyclables, and Organics Collection Contract, to be entered into by the City and the Selected Proposer(s) after completion of the RFP process. A copy of the Base Contract is attached to this RFP in Appendix A.
- "Base Proposal" means the proposal submitted by a Proposer based on the Base Contract and that meets the requirements of the RFP.
- "City" means the City of Lafayette, a Colorado home rule municipality.
- "Contract" means the contract executed by the City and the Selected Proposer for the Services consisting of the Base Contract together with any approved exceptions and any amendments related to alternatives selected by the City.
- "Contractor" means the Selected Proposer that has entered into the Contract with the City related to the Services.
- "Day" or "Days" means calendar days unless otherwise specified.
- "Proposer" means a vendor that submits a Proposal to the City in response to this RFP.
- "Proposal" means a formal response to the RFP submitted by a Proposer to the City. A Proposal is considered a "Responsive Proposal" if it includes all necessary documents, information, security, rates, and proposed modifications to the Base Contract in compliance with the RFP.

- “Proposal Documents” include the Advertisement for Proposals and the Request for Proposals, including the Information for Proposers, the Instructions to Proposers, the Proposal Forms and the Base Contract, together with any attached or referenced appendices, exhibits and addenda.
- “RFP” refers to these procurement documents regarding the residential solid waste collection services.
- “Selected Proposer” means the Contractor to whom the City makes an award as provided in the Award of Contract section of these Instructions to Proposers.
- “Service Area” means the area within the incorporated boundaries of Lafayette specified as the Contractor’s service area. The Service Area will change overtime as more homeowner associations transition to the City’s Three Cart Program.
- “Services” means all collection and processing services and associated functions addressed in the Base Contract, including any changes made to the Contract in its executed final form.

2.2 COPIES OF PROPOSAL DOCUMENTS

Complete sets of the Proposal Documents shall be used in preparing Proposals, which Proposal Documents may be obtained by written request from the Project Manager:

Elizabeth Szorad, Sustainability Coordinator
 City of Lafayette
 1290 S. Public Road
 Lafayette, CO 80026
 E-mail: elizabeth.szorad@lafayetteco.gov

In making copies of the Proposal Documents available, the City does so only for the purpose of obtaining Proposals on the Services and does not confer a license or grant for any other use of these documents.

2.3 EXAMINATION OF PROPOSAL DOCUMENTS

It is the responsibility of each Proposer to do the following before submitting a Proposal:

- Carefully review the Proposal Documents during the pre-release industry review period.
- Attend an informational meeting (see RFP Section 2.4 for more information). All Contractors who will be submitting a proposal are encouraged to attend ask questions to ensure that their proposal addresses all matters set forth in the RFP.
- Inform the City in writing of any questions, comments or objections to any document or portion of the Proposal Documents, including but not limited to the Base Contract requirements. Proposers shall include in such objections any terms of the Base Contract that the Proposer is unable to meet and/or terms that the Proposer believes are preferential to a particular prospective Proposer.
- **Notify the City in writing of the Proposer’s interest in this RFP and provide the name, e-mail address and phone number of the contact person to whom RFP addenda and related information should be directed.** An e-mail to the City’s contact listed in Section 2.2 shall be considered written notice for

purposes of this Section 2.3. The City shall not provide addenda or other information to any Proposer that has not provided written notice as required pursuant to this Section 2.3.

- Carefully examine all of the Proposal Documents and any related attachments.
- Become familiar with local conditions that may affect costs, implementation, progress, performance or the furnishing of the Services or equipment required under the Base Contract.
- Consider federal, state and local laws, statutes, ordinances, regulations and other applicable laws, executive orders and/or guidelines (“Laws”) that may affect costs, implementation, progress, performance or furnishing of the Services or equipment required under the Base Contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; protection of public and employee safety and health; environmental protection; protection of natural resources; fire protection; emergency preparedness; solid waste handling facility standards and reporting; and other permits, licenses, taxes, and fees.
- Submit any questions concerning the Proposal Documents in writing to the City pursuant to Section 2.4, so that the questions may be answered in an addendum to be issued by the City to all Proposers.
- Notify the City in writing of any conflicts, errors, omissions, or discrepancies in the Proposal Documents.
- Obtain all required signatures on the Proposal Forms.

Before submitting a Proposal, each Proposer shall, at the Proposer’s own expense, make or obtain any additional examinations, investigation, research, and studies, and obtain any additional information and data that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Base Contract and selected alternatives, and that the Proposer deems necessary to determine its Proposal.

Proposers are expected to be knowledgeable about the Service Area, to understand Lafayette’s terrain, streets, and alleys, and to be knowledgeable concerning the locations for carts used for refuse, recycling, and organics collection. Proposers are also expected to confirm and assure to the City’s satisfaction that their equipment and personnel can make the collections and provide the Services called for under the Base Contract.

Finally, Proposers are expected to be knowledgeable about customer service, service standards, complaint resolution, quality management, applicable requirements of the Code of Ordinances of Lafayette and other matters necessary to ensure and provide high quality customer service throughout the term of the Contract.

2.4 INTERPRETATIONS, SCHEDULE, AND ADDENDA

All questions concerning the meaning or intent of the Proposal Documents and notifications concerning any conflicts, errors, omissions, or discrepancies in the Proposal Documents are to be directed, in writing, to the contact person specified in Section 2.2.

Questions must be received by 4:30 PM MST on November 17, 2021, in order to be considered. The City may, at its option, allow a second round of questions after that date, but questions may be limited to clarifications on answers provided during the first round of questions. The City will answer all questions no later than December 1, 2021 via written addenda to this RFP to all Proposers who have provided notice of its interest pursuant to

Section 2.3. Proposers shall note receipt of each addendum on the completed Form 5 (Certification) submitted with a Proposal. The City reserves the right to modify the proposed Base Contract or any of the other Proposal Documents prior to the receipt of Proposals with notice to parties that submitted a written notice and request for Proposal Documents pursuant to Section 2.3.

Questions unresolved through the industry review process regarding interpretations of Base Contract language or service/tonnage data provided shall be asked of the Project Manager by Proposers in writing at this point in the process prior to 4:30 PM MST on November 17, 2021. The Selected Proposer shall be expected to execute the proposed Base Contract as included in this RFP, with only such amendments provided by the City via RFP addendum. The City is not required to accept any other exceptions or other modifications to the Base Contract.

The City has set the following schedule for receipt and review of the Proposals. The City reserves the right to modify this schedule if deemed necessary.

PROCESS SCHEDULE

Event	Time Frame
RFI issued for industry review/comment period	October 6, 2021
Informational Meeting	October 20, 2021
Industry comments due	4:30PM MST, October 27, 2021
Release RFP	November 5, 2021
Deadline for Proposer Questions	4:30PM MST, November 17, 2021
Questions and Answers Posted	December 1, 2021
Proposals Due	2:00PM MST, December 20, 2021
Proposal Evaluation, Interviews, Selection	January, 2021
Contract Award Recommendation to City Council	February, 2021
Contract Finalization with Preferred Proposer	February, 2021
City Executes Contract	March, 2021
Contractor Delivers Transition/Implementation Plan	March, 2021
Contract Implementation	March – September 2022
Start of Collection Services	October 1, 2022

The submission of a Proposal shall constitute an incontrovertible representation by the Proposer that the Proposer has complied with every requirement of these Instructions to Proposers, that without exception the Proposal is premised on Proposer being able and willing to perform and furnish the Services, labor and equipment required by the Proposal Documents by such means, methods, techniques, sequences, or procedures as are required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Services and equipment required under the Base Contract.

2.5 CITY OF LAFAYETTE INVESTIGATIONS AND PROCESS DECISIONS

As part of the RFP evaluation process, the City reserves the right to do any one or a combination of the following:

- Contact staff from other jurisdictions regarding their experiences with Proposer;

- Visit a Proposer's facilities, including proposed processing facilities, and view proposed vehicles and equipment;
- Meet the Proposer's personnel, including interviewing the Proposer's existing route, operations, management, financial and customer services personnel during the performance of their regular duties;
- Request clarification or additional information from a specific Proposer in order to assist in the City's evaluation of a Proposal;
- Require changes in the Base Contract that the City deems necessary;
- Decline to award a Contract for the Services as a result of this RFP process;
- Discontinue negotiations with the Selected Proposer or any Proposer, and commence discussions with any other responsive Proposer;
- Withdraw the RFP and reject any or all Proposals;
- Not award the Contract to any or all Proposers and issue a subsequent request for bids or request for proposals based on refinements of concepts proposed in response to this RFP or otherwise; or
- Seek other investigations, inquiries, reviews, or clarifications which would allow the City to make informed decisions.

2.6 PROPOSALS

Each Proposer's Proposal shall provide unit prices for all service levels indicated on the appropriate Proposal forms. All Proposals shall be provided in year-2023 dollars. The Proposal unit prices shall be used, in part, to determine the Selected Proposer as described in the Basis of Award section of these Instructions to Proposers. All costs for which the Proposer expects to receive payment as a result of the Services provided under the terms and conditions of the Contract shall be included in the unit prices, unless otherwise specifically directed. Costs include overhead and profit and non-itemized taxes, fees, or surcharges imposed by federal, state, or local laws.

The data on the existing Services concerning number of customers and collection tonnages should be viewed as the best available data accessible to the City and is presented solely as the basis for calculations on which the award of the Contract will be made. Actual results experienced during the Contract may differ, especially as more HOAs join the City's Three Cart Program.

By submitting a Proposal, the Proposer is committing to commencement of collection services on **October 1, 2022**, and to complying with each term of the Contract and corresponding portion of its submitted Proposal.

2.7 PREPARATION OF PROPOSAL FORMS

All blank spaces in the Proposal Forms shall be completed to be considered and **no changes shall be made to any of the Proposal Forms**. If forms submitted by a Proposer are different than the Proposal Forms, the City may deem the Proposal non-responsive.

The Proposal prices shall be inclusive of all costs of providing the Services, labor and equipment required under the Contract. The City may, at its sole discretion, deem any Proposal non-responsive to the Base Proposal that contains omissions, erasures, alterations, or additions of any kind, uncalled for prices, mathematical errors, or any Proposal that in any manner fails to conform to the conditions of this RFP.

The Proposer shall complete and sign its Proposal in ink or with an electronic signature, in the blank space provided and all names shall be typed or printed below the signature, along with evidence that the Proposer is a duly organized and validly existing business, licensed to do business in the City and Colorado State. If not licensed, then the Proposer shall provide a sworn statement that it will become licensed if selected as the successful Proposer prior to executing the Contract. The legal name of the Proposer submitting the Proposal shall be typed or printed in the space provided at the bottom of each page of the Proposal Forms.

2.8 SUBMISSION OF PROPOSALS

Complete Proposals shall be submitted no later than the time and at the place indicated in Section 2.4 and delivered to the Sustainability Coordinator, City of Lafayette, 1290 S. Public Road, Lafayette CO, 80026. One paper copy of the Proposal must be enclosed in a sealed package, marked with the words "PROPOSAL ENCLOSED - CITY OF LAFAYETTE RESIDENTIAL SOLID WASTE COLLECTION" and marked so as to indicate, without being opened, the name and address of the Proposer. Please enclose an electronic copy of the proposal in the sealed package. Electronic Proposals shall be provided as an electronic document in an unsecured/un-password protected Adobe Acrobat (PDF format).

2.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

2.9.1. Process

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by written notice to the City. The Proposer shall provide such notice in writing to the City contact shown in Section 2.2 and shall include the signature of the Proposer. Notice of a Proposal modification or withdrawal shall only be considered by the City if the City receives it before the time and date set for receipt of Proposals. A late modification or withdrawal request shall not be recognized, and the City shall only consider the originally submitted Proposal.

2.10 PROPOSAL EVALUATION

2.10.1 Evaluation Criteria

The City's Proposal Evaluation Team shall review proposals based on the following criteria:

(1) Responsiveness/Completeness (pass/fail)

Each Proposal will be reviewed based on responsiveness to the information required. All forms shall be completed, all questions answered, and all information supplied in the format requested. The City may disqualify any Proposer not meeting these initial requirements. Proposers meeting these initial criteria nevertheless may be contacted by the City to provide specific clarifications.

(2) Minimum General Qualifications (pass/fail)

Proposers shall submit all information related to their ability to successfully perform the work described in the RFP and Base Contract, including a full and complete response to items A through E in Section 3.1 of this RFP. Proposers who do not fully respond to all questions, who do not clearly outline their proposed Services, equipment, and approaches, and/or who fail to clearly demonstrate their ability to perform under the Base Contract may be determined to “Fail” meeting the Minimum General Qualifications.

(3) Rate Evaluation (60 points)

The rate evaluation will be conducted as described under the “Process” section in Section 2.10.2.

The rate portion of Proposals shall be scored according to the following formula:

Subject Proposal Rate Score = (Lowest Proposal Rate Total/Subject Proposal Total) x 60 points

(4) Qualitative Elements (40 points)

Proposers shall have demonstrated knowledge, skills, creativity, experience, and capacity to design, deliver, manage, and improve all aspects of customer service, operations, maintenance, outreach and education, marketing, procurement, financial management, contingency planning, sustainability performance, and all other aspects associated with the provision of Services under the proposed Base Contract.

Proposers may be evaluated on the basis of Proposals submitted, as well as references, interviews with Proposer staff, and site visits. Evaluation shall be based upon a number of factors, which include, at the City’s discretion, any one or more of the following:

A) Customer Service

Customer service elements shall be reviewed and may be evaluated with respect to the following items:

- Demonstrated customer service capacity, abilities and quantitative and qualitative evaluation measures (e.g. the number of representatives designated for the City, ring/hold time data, speed to answer by human representative);
- Proposed local customers service opportunities, including stand-alone sites or partnerships with other businesses and institutions;
- The existence of formal, written training materials and frequency of customer service representative training;
- Proven strategies and demonstrated experience with minimizing customer and City complaints related to missed pick-ups, damaged or misplaced carts, billing issues and other common customer, and City complaints;
- Demonstrated responsiveness and expedient resolution of customer and City complaints;
- Demonstrated ability to provide a timely and efficient transition to a new contractor services with minimal impact to customers;
- Ability to establish and maintain a customer service-oriented website;

- Demonstrated ability to implement innovative customer service technologies;
- Demonstrated ability to effectively and efficiently address service disruptions, inclement weather events or other emergent circumstances; and

B) Contract Implementation and Compliance

Contract implementation and compliance elements shall be reviewed and evaluated with respect to the following items:

- The extent to which a transition is necessary and expected customer impacts;
- Procedures, protocols, and approach for verifying compliance with Contract conditions and past performance on municipal Contracts, including any violations or performance fees that were required to be paid by Proposer;
- Contract compliance and demonstration of meeting and/or exceeding customer and City service expectations based on interviews with other municipal clients;
- Demonstrated ability to work with municipal clients, agencies, and others in the effective delivery and implementation of Services or programs;
- Policies and procedures for tracking and documenting Services, including customer account information, reporting, allocating costs, tonnages, etc.; and
- Demonstrated ability to respond to and address customer service, operations, or other issues or requests in a timely and effective manner.

In addition, Proposers shall be evaluated on their demonstrated ability (as confirmed in part by municipal clients) to work with municipal staff and successfully conduct good faith negotiations for performance reviews and required contract modifications such as service adjustments, unanticipated rate adjustments, and/or contract extensions.

C) Operations

Operations elements will be evaluated with respect to the following items:

- Ability and established procedures and/or policies to maintain and operate a fleet of collection vehicles, including back-up vehicles, and carts in a clean, safe, sanitary, and proper working condition;
- Demonstrated ability to deliver, exchange and remove customer carts in a timely, reliable and efficient manner, including the roll-out of new Services or cart options;
- Ability to effectively and reliably communicate between fleet vehicles and customer service staff in order to address service and other on-route issues;

- Demonstrated plans for and resources to provide contingency services in the event of equipment failure, loss of recycling processing, composting or refuse disposal capabilities or capacity, inclement weather, or other emergent or unexpected circumstances during the term of the Contract;
- Approach to oil and effluent or other hazardous material spill response;
- Proven strategies to minimize service disruptions and customer issues such as “misses,” inclement weather, emergent circumstances, and customer exceptions (i.e. extras, recyclable materials preparation, additional services, special populations, etc.);
- Ability to implement alternative routing technologies and other emerging technological innovations to improve collection efficiency;
- Approach to handling short and long-term emergency or inclement weather events (i.e. two consecutive missed collection days); and
- Procedures, protocols, and approach to safety for employees and within communities served (i.e. lost time incident rate, total recordable incident rate).

D) Outreach and Education

Outreach and education elements will be evaluated with respect to the following items:

- Proposer’s approach to monitoring collected recyclable or compostable materials and providing feedback to Customers on contamination levels; and
- The quality of recycling education and promotional materials, events, or programs developed solely by the Proposer and Proposer’s ability to clearly explain how to participate under a fully commingled recycling system.

E) Sustainability and Innovation

Sustainability elements will be evaluated with respect to the following items:

- Proposer’s approach to sustainability regarding fleet innovation, fuel alternatives, powering facilities, reaching communities, landfill technology, water conservation through daily operations, reduction of greenhouse gas emissions and/or energy production; and
- Proposer’s approach to supporting employees by advancing diversity, equity and inclusion, profession recruitment and advancement, and safety protocols.

In addition, Proposers shall be evaluated on the basis of their proposed transition and implementation plan as described in Section 3 of this RFP, including completeness, rationale, and schedule of customer information, promotion and notification, customer service, procurement and delivery of vehicles, carts and other equipment, contingency plans and other considerations which ensure a successful transition and implementation of the Services consistent with the start of the Contract.

The customer service and operations approach, demonstrated ability, and references portion of Proposals shall be assessed a qualitative score of up to 40 points based upon one or more of the factors listed above. Scores

may be assessed based upon a comparison to other Proposals or on a stand-alone basis. While the City's Proposal Evaluation Team will review and score this portion with careful consideration of the selected factors, they are not required to provide any justification (written or otherwise) for the scores assessed to this portion of the Proposal.

2.10.2 Process

During the initial round of review, Proposals will be reviewed by a Proposal Evaluation Team selected by the City. Proposals shall be evaluated in two phases: (1) a qualitative review and scoring of Proposal elements other than price, including the overall quality of the elements of the Proposal, reference checks, possible interviews and site visits; and (2) scoring of the rate portion of the Proposals. The City's Proposal Evaluation Team will then combine qualitative and rate scores to determine the scoring to identify the recommended Selected Proposer.

The Proposal Evaluation Team will recommend the Selected Proposer to City Council. Upon City Council approval of a Selected Proposer, the Contract finalization shall proceed with the Selected Proposer. If Contract finalization with the Selected Proposer is not successfully concluded in a timely manner in the judgment of the City, Contract finalization may proceed with another Proposer. The resulting finalized Contract will then be submitted to City Council for review and ratification.

The City reserves all of its rights, including, but not limited to, the right to reject any and all Proposals, to waive any and all informalities, and to disregard any non-conforming, non-responsive, irregular, or conditional Proposals, and to seek proposal clarifications as needed. In addition, the City reserves the right to reject the Proposals of any and all Proposers if the City believes that it would not be in the best interest of the City to make an award, whether because the Proposal is non-responsive, because the Proposer is not found to be responsible or fails to meet any other standard or criterion established by the City, or whether it is otherwise not in the best interest of the City. In addition, the City reserves the right to terminate the RFP process at any time and for any reason.

2.11 SERVICES START DATE

The Contractor/Selected Proposer shall start the Services under the Contract on October 1, 2022.

2.12 PUBLIC DOCUMENTS AND DISCLOSURE

Once submitted to the City, Proposals shall become the property of the City, and all Proposals shall be deemed public record as defined in the Colorado Open Records Act C.R.S. 24-72-200.1 et seq. Any information which the Proposer deems confidential commercial or financial information, trade secrets or proprietary must be clearly designated by the Proposer.

2.13 DISCLAIMER OF COSTS

The City shall not be responsible for any costs incurred by any Proposer or agents thereof in preparing, submitting, or presenting its response to the RFP, interview process, or by accommodating any City inquiries made during the evaluation of Proposals, or any expenses incurred in connection with the finalization and execution of the Contract.

2.14 INSTRUCTIONS FOR SUBMITTING A RESPONSIVE PROPOSAL

2.14.1 Obtain Proposal Documents

Send an e-mail request for (1) the Proposal Documents, and (2) confirmation of a mailing and e-mail address for the City to direct addenda and other RFP-related communications. The City contact's email address is listed in Section 2.2 of this RFP.

2.14.2 Conduct Investigation Deemed Necessary

Each Proposer shall conduct any investigation of the Service Area, projected customer counts, types and quantities of equipment, markets, processing facilities, and other conditions deemed necessary by the Proposer to submit a responsive Proposal.

2.14.3 Submit Responsive Proposal

A complete Proposal shall be submitted no later than 2:00pm MST on December 20, 2021, and shall be enclosed in a sealed package, marked with the words "PROPOSAL ENCLOSED - CITY OF LAFAYETTE RESIDENTIAL SOLID WASTE COLLECTION" and marked so as to indicate, without being opened, the name and address of the Proposer. Proposals shall be accompanied by an envelope containing all other required Proposal documents, including completed Proposal Forms, as well as an electronic version of the Proposal. Please ensure that Proposals can be mailed or delivered to:

City of Lafayette
Sustainability Coordinator
Attn: Elizabeth Szorad
1290 S. Public Road
Lafayette, Colorado 80026

Proposers shall submit **one copy**, printed and double-sided, of the Proposal and Proposal Forms and other supporting documents. Please do not bind the Proposal Forms and supporting documents. The Proposal and all Proposal Forms shall be signed by an authorized person where indicated, and a person, with title, address, telephone number and e-mail address, whom the City may contact, shall be identified. **In addition to the printed copy, Proposer shall provide an identical electronic copy (PDF format) of its entire proposal (minus bound corporate publications) in electronic format on a USB flash drive submitted together with the printed Proposal package.**

The City seeks concise Proposals that outline the equipment and facilities the Contractor intends to use to provide Services and indicate that the Proposer has sufficient depth and experience. Please do not attach unnecessary vendor information, letters of support, or other extraneous materials.

2.15 PROCESS INTEGRITY REQUIREMENTS

Each Proposer is individually and solely responsible for ensuring compliance with the following Process Integrity Requirements. This responsibility extends to Proposer's employees, agents, consultants, attorneys, lobbyists, or other parties or individuals engaged for purposes of developing or supporting the Proposer's Proposal or proposed Services. Proposers shall comply as follows:

- All residential refuse, recycling, and organics collection-related communications with the City shall be only through the City's designated staff contact identified in Section 2.2. Proposers or their agents shall not contact other City staff, appointed or elected officials, consultants retained by the City, or other City agents regarding current or future residential collection services from the time the RFP is posted publicly on the City's website until the time a finalized Contract and/or staff recommendation of Selected Proposer is forwarded to the City Council and is made public in the City Council's Agenda Packet.
- When seeking information from the City to prepare a response, Proposer shall place its reliance only on information, RFP materials, and addenda provided by the City's contact designated in Section 2.2. Any reliance on other City information and publications may result in a non-responsive Proposal due to the possibility of inaccurate, incomplete or unfairly gained information. The City shall not be liable or responsible for inaccuracies or incomplete information found outside of the RFP, and Proposal Documents, including any attachments.
- Any information and materials to be utilized by the City during the Proposal evaluation and selection process shall be included as part of the original Proposal. The only exception would be for information or materials submitted in response to a specific request for Proposal clarification from the City's designated staff contact identified in Section 2.2.

The City reserves the sole right to disqualify any Proposer at any point in the process prior to Contract award for failure to comply with the Process Integrity Requirements. The City also reserves the right to disqualify any Proposer, at any time, for fraud, any material misrepresentation, illegal conduct, or any other material omission.

SECTION 3: PROPOSAL INSTRUCTIONS AND FORMS

3.1 Proposal Preparation Guidelines and Format

These instructions provide guidelines governing the formation and content of the Proposal and the approach to be used for its development and presentation. The intent of this section is to describe the Proposal format and requested information that are essential to an understanding and evaluation of the proposed residential collection services. The inclusion of any additional pertinent data or information by the Proposer is recommended. Inclusion of general letters of support will not be considered by the City when evaluating Proposer's capabilities and abilities to perform under the Contract and are discouraged.

Proposals shall be stapled or provided in a three-ring binder, sealed, typed, and prepared on both sides of 8-1/2" by 11" recycled paper. Oversized documents may be submitted, but they must be folded to size and secured in the Proposal. All pages of the Proposals shall be numbered, and sections clearly identified.

The Proposal and all attachments shall be complete and free of ambiguities, alterations, and erasures. The Certification of Proposal – Declaration of Understanding (Form 5) shall be executed by Proposer or Proposer's duly authorized officer or agent. In the event of a conflict between words and numerals, words shall prevail. The City reserves the right to request supplemental materials from Proposers to demonstrate to the City's satisfaction that any Proposer is fully capable to undertake this Contract and its associated Services.

The Proposal shall follow the format outlined below and shall include the required content in sequential format.

A. Executive Summary

Provide a brief overview of the entire Proposal and highlight the key aspects of the Proposal (maximum six (6) pages).

B. Management and Qualifications

B.1 Proposer

State the name of your entity, home office address, Colorado business address, Colorado agent's name, address, e-mail address and telephone number, and the name, address, phone number, fax number, e-mail address, website address and title of the person to be contacted concerning the Proposal. State also the names of companies that will share significant and substantive responsibilities with you, as joint venture partners or in another manner, in performing under the Contract. Include documentation that Proposer is duly organized and validly existing business in good standing and licensed to do business in the state of Colorado. If Proposer is not licensed to do business in the City of Lafayette, then the Proposer shall provide a sworn statement that it will become licensed if selected as the successful Proposer prior to executing the Contract.

B.2 Resumes

Supply the names and resumes of the principal officers, partners, or other officials of each entity involved in performing substantive responsibilities required under the Contract and provide the names and resumes of the individuals who will be directly responsible for implementation of the Contract. At a minimum, include the general manager, operations manager(s), financial officer, education and customer outreach manager (or equivalent), customer service manager(s) and other personnel with whom the City will have regular contact with during the administration of the Contract. Describe the ownership, managerial and/or fiduciary role of each of the participating entities. Include the names, entity affiliation, telephone numbers and e-mail addresses of key individuals integrally involved in the Proposal. Provide an organizational chart or other means of explaining the interrelationships between the team members.

B.3 Subcontractors

List all items of work or elements of the Services to be performed by subcontractors, and the names, qualifications and resumes of the subcontractors. Also, list the equipment and supplies to be purchased from subcontractors. Provide an estimate of cost, expected time of purchase, and length of time necessary for delivery for each of the items.

B.4 Experience

Describe fully the experience of your team (both individuals and the corporate, partnership or entity team) in providing the Services requested in this RFP. Describe similar projects and include the scope of Services (including a summary of which collection and/or processing Services were covered by the contract), annual revenues, tonnages, and number of customers. Provide references (including contact name, title, organization, mailing address, and contact information) for all similar projects described. References should have direct operational management responsibility of Proposer's contract and full knowledge of Proposer's detailed performance under that Contract. These references should be local government staff, rather than elected officials.

C. Collection and Management Operations

C.1 Refuse, Recycling, and Organics Collection and Handling

Describe fully the collection equipment and carts to be used under the Base Contract, keeping in mind the Base Contract specifications for the collection frequency, types of carts, and the City's intention that refuse, recyclables, and organic material be collected separately. Identify the chassis and body used to collect refuse, recycling, and organics. Also identify for each type of truck: the number of compartments, the capacity of each compartment, total weight and volume capacity of vehicle, vehicle fuels (the City requires use of compressed natural gas vehicles to align with sustainability goals), loading and unloading characteristics, the number necessary to perform the required Services, the average number of collections each vehicle can make in a day, and the useful expected life of each collection vehicle. Describe how each vehicle will be marked or signed so that witnesses to spills, leakage, and/or damage may quickly report such occurrence.

Describe any innovative and propriety technologies designed to improve collection operations and customer service to be implemented at the beginning of the Contract. Examples of new technologies could include, but are not limited to, electric fleets, customer notification of extra material charges, special on-board routing technologies, on-board cameras, contamination identification tools, and other customer notification innovations.

Identify any subcontractor used for cart inventory management and delivery, and spill response and abatement services.

Describe and provide examples of your route management system. Describe how routes are initially developed and modified over time. If applicable, how your on-board computer systems manage route progress, route changes, exceptions (no set-out, blocked carts, contaminated materials, etc.) and diversions from normal routes due to road maintenance, inclement weather or other unforeseen needs to deviate from the planned route. Also if applicable, describe how the on-board system communicates with your call center's account system to provide close-to-real-time updates for each customer during the collection day.

Provide information on how you reduce contamination with customers, including thresholds for tagging and collecting versus tagging and leaving carts or removing carts due to chronic contamination. At what point is the customer contacted directly via phone or e-mail to follow-up on continuing problems? How do you plan to monitor carts? When is service suspended and carts removed from the Customer's control? How do they get service back?

Identify the operator, location, and structures of your maintenance and support facilities. Provide the number of repair bays available at the facility and maintenance staffing levels (i.e., mechanics and assistants) dedicated to Services under this Contract. Provide the total number of trucks maintained at the site for all Proposer operations, as well as the number of trucks and spares dedicated to the Contract.

The City actively works to protect its water resources, including surface and groundwater. It is essential that all carts do not leak, have tight fitting lids that close, and that they are *always* closed after servicing. What steps do you propose to ensure these requirements are met?

C.2 Billing Support and Customer Service Support

Describe in detail the manufacturer and model of equipment and software used to maintain route lists, customer service histories, and the ability to provide City-requested reports of customer-specific information and data. Describe how you will provide accurate and timely billing data downloads and reports at regular intervals to the City Utility Billing Division.

Discuss how you have implemented services in other municipalities, with particular emphasis on how the transition between the previous Contractor and your company was handled, and how your company developed accurate customer service level and billing data in the event the predecessor's records were unavailable. If you have transitioned from municipal billing to Contractor billing, please detail the successes and challenges of that process and how you envision the transition working if the City elects to implement the Contractor billing agent relationship described in Section 1.3.2.

The City considers customer service to be a very important aspect of this residential refuse, recycling, and organics collection services contract. Outline your overall approach to customer service and how the various elements of customer service (call center and web-based) work together to provide excellent customer service. Provide the location and staffing levels at your call center facility and local office. Describe the functionality of your website including the basic structure, interface to customer service representatives, and the degree to which customers can manage their accounts (e.g. change their subscribed service levels, order service, request a missed pick-up collection), and how you ensure that web requests are accurately tracked, resolved, and reported. Describe your most recent innovations in service; for example, new technology on trucks or new methods/technologies to better communicate with customers.

Discuss how staffing levels are established and modified to ensure timely customer service, and how new and existing staff is trained. Describe how customer service performance is measured, including the specific targets or performance metrics used to evaluate your performance. When call center staff handle calls from more than one municipality or Colorado Utilities and Transportation Commission-certificated service area, describe the procedures and aids used by those staff to address calls from different service areas without delaying responses to customers.

Discuss how long it takes you to respond to service calls, how you monitor and adapt your field staffing to minimize your response time, how the resolution of each service call is performed in a timely manner, and how this is tracked and routinely reported as part of internal performance evaluation as well as required periodic reports.

Describe your procedures for handling missed collections and service failures. Do you have a separate route for handling missed pick-ups at the end of each day; is each route driver responsible for collecting their misses on the day or day after regular collection; or do you use some other system? How has this approach worked to minimize repeat missed pick-ups? How do you handle customers who repeatedly report unwarranted missed pick-ups?

C.3 Transition and Implementation Plan

Describe your proposed transition and implementation plans to ensure an efficient and successful implementation of Service provisions as outlined in the Base Contract. Identify the major issues and describe your proposed approach. Discuss customer information, promotion and notification, customer service, customer response, procurement and delivery of vehicles, carts, and other equipment, contingency plans and other considerations which will ensure a successful transition and implementation of the Services under the Base Contract.

Include a timeline which identifies major tasks and key dates in the transition and implementation plan.

D. Implementation and Public Information

If you would be a new service provider for the City, describe in detail how you would work with the existing Contractor to ensure a smooth transfer of information in a timely manner to meet the October 1, 2022 start date. Identify the individuals involved in this effort, their qualifications and previous experience in transitioning another city's Three Cart Program. Describe whether the same person will be serving as part of the management staff throughout the Contract term as serves during the transition/implementation period.

Describe and provide examples of materials developed by Proposer's staff and used to introduce and support Three Cart Programs. Address how materials will be distributed and how customers seeking additional information will be accommodated throughout the Contract. Detail how your approach will increase and maintain participation, reduce contamination, and how methods may change as participation levels increase or decrease.

Explain your procedures for submitting public information material to the City for approval and any approval timeliness you will expect the City to meet.

Describe and identify your website, and how you plan to present information about the Services on the website. Describe your procedures to keep information on your website up to date.

Identify and describe fully the qualifications of your Education and Outreach Manager (or equivalent) including previous experience in working with another city's Three Cart Program and government organizations. Describe whether the same person will be serving as the Education and Outreach Manager throughout the Contract term as serves during the Transition/Implementation period.

E. Base Contract Modifications

Submissions contingent on an alternative Contract cannot be reasonably compared with competing Proposals and shall be considered non-responsive.

For each Proposer-proposed Base Contract modification the following format shall be followed to maintain consistency between Proposals:

- Clearly indicate the reason for the requested change;
- Whether the proposed change is a mandatory part of your Proposal or is simply a preference;
- Propose alternative text; and
- Provide the rate impact to your Proposal (or "no rate impact" if none) resulting from the proposed change.

3.2 PROPOSAL FORMS

The following forms shall be completed in full and in accordance with both the Instructions to Proposers and with the instructions that follow below and shall be submitted collectively as the Proposal Forms. Use black or blue ink or type on all forms. An electronic signature may be submitted in lieu of an ink signature. All Base Contract services and alternatives must be priced on the Proposal Form 2 for the Proposal to be considered responsive.

Proposer's responses to the questions in these Proposal Forms shall be used by the City to evaluate the responsiveness of Proposer and the ability of Proposer to provide the specified services and equipment in a responsible manner. The information shall be submitted as indicated on the individual forms, but if Proposer

needs additional space to respond to a question or if Proposer is requested to provide information that cannot be written directly on the forms, these items must be stapled or attached to the individual forms that correspond to the pertinent information. Oversized or bulky information such as drawings or bound documents shall be submitted under a separate cover, labeled to indicate the form number, and content to which the information pertains, referenced as such on the Proposal Forms, and included as part of Proposer's Proposal.

Proposers shall number each page that contains information that cannot be written directly on a form or pages that are reproductions of a form. The page number shall be placed in the upper right-hand corner of each such page and sub-lettered to correspond with the page to which the information pertains (e.g., Form 2).

Proposers may reproduce Proposal Forms on a computer and complete them using editing software, provided that each page so generated must have the header, footer, and body of information in the same locations as the original form to assure uniformity of the Proposal's submittal. Stylistic enhancements and reformatting resulting in the omission of required information may render the Proposal non-responsive, at the sole discretion of the City if the City considers the omission to materially affect the Proposal.

Proposers shall provide complete and detailed responses to each question. If the Proposer fails to do so, its Proposal is likely to be deemed non-responsive and may be rejected by the City. During the execution of the Services, the City shall consider information submitted by the Selected Proposer to be binding, and any substitutions or deviations from the information provided must be approved in writing by the City.

Form 1

COVER SHEET AND GENERAL INFORMATION

Entity Name: _____

Home Office Address: _____

Colorado Business Address: _____

Website Address: _____

Name, Title, Address, Telephone Number, and E-Mail Address of the person to be contacted concerning the Proposal:

If Applicable, Name of the Parent Company:

Home Office Address, Telephone Number and Website Address of the Parent Company:

If applicable, describe the parent company's relationship with the Proposer:

If applicable, does the person signing the documents have the authority to sign on behalf of the Proposer?

_____ Yes

_____ No

Form 1 (continued)

Names of Companies that will share significant and substantive responsibilities with the Proposer in performing Services under the Contract:

Attach to this form, and number appropriately, documentation showing that the Proposer is duly organized and validly existing as a corporation or partnership in good standing in the State of Colorado.

Form 2

PRICE PROPOSAL

Form 2 is attached as Appendix C and is provided as an MS Excel file.

Complete all green-shaded blanks on the attached Form 2 rate proposal sheets including monthly collection and disposal fees for all scheduled services and miscellaneous services. Disposal fees shall be based on 2022 tipping fee. Only the disposal component of customer rates will be adjusted (per Contract Section 5.2.1) in the event of a disposal fee change between the development of proposed rates and the start of Contract Services in 2022. The service component will not be adjusted prior to the start of Contract Services, so the Proposer must include any expected disposal increases between the time of proposal submission and the start of services on October 1, 2022.

Customer counts are included only for the purposes of price evaluation and reflect current City billing counts. Counts shaded in blue do not reflect actual usage and are instead intended to be an estimate of potential usage. Prospective Proposers are responsible for developing their own internal service level profile forecasts reflecting their own estimates on growth that may occur by the start of the Contract on October 1, 2022. Recall that the City's Three Cart Program is expanding with expected HOA's coming onto the Program by November 2, 2023.

The Contractor's fees provided on Form 2 shall include all capital, labor, disposal, and other operating costs, including administration, management, profit, Contract fees and incidental taxes. State refuse collection tax, sales taxes on carts, and City taxes shall be excluded from the Proposal rates.

Contractor fees provided by the Proposer on Form 2 shall incorporate the following elements, and be based on actual cost of service:

<i>Customer Sector</i>	<i>Include In Rates</i>	<i>Rate Formula</i>
Single-family residential, multifamily residences (seven (7) units or less) and/or any commercial operation voluntarily participating in the City's Three Cart Program.	Refuse, recycling and organics collection costs, including refuse disposal, recycling processing, and composting/processing costs but not including recyclable commodity value.	cost-of-service
Other Services (e.g. cart cleaning, carry out service, etc.)	Only cost-of-service or the default rates set on Form 2.	cost-of-service

Proposer's cost-of-service model shall be designed to recover the costs for each service level.

Alternatives:

At the end of Form 2, cells are provided for entering proposed rate modifications for the following alternatives. Please calculate and enter costs as described in the following instructions.

Increased or reduced amounts should be expressed as modifications to the customer rates provided on Form 2. If the alternative is selected, the amount added or subtracted from the monthly base rate for each service level.

Please provide the monthly change (+/-) for each alternative. Reductions in the base rate (shall be expressed as a negative number, similarly, increases in the base rate shall be expressed as a positive number.

1. Weekly Collection of Organics

Under this alternative, the Contractor would provide weekly organics service.

2. Weekly Collection of Recycling

Under this alternative, the Contractor would provide weekly recycle service.

3. Additional Recycle Cart Sizes

The Base Contract provides a 96-gallon cart to all customers who participate in recycling service. Under this alternative, the Contractor would provide 32-gallon and 64-gallon cart options for recycling service.

4. Additional Refuse Cart Size

Under this alternative, the Contractor would provide a 20-gallon cart size as an option for customers to choose for service.

5. Monthly Refuse Collection

The Base Contract includes weekly refuse collection. Under this alternative, refuse collection could occur monthly, using a 32-gallon cart. This alternative would be a service level option for customers.

6. Annual Hard-to-Recycle Collection Event

Each year, the Contractor would provide a hard-to-recycle collection event to customers at no additional cost. The Contractor would be responsible for finding a location to host the event in Lafayette, secure vendors to attend, and work closely with the City to create and promote marketing material – at minimum the Contractor would mail a postcard to customers regarding the event. Customers would be allowed to dispose of small electronics, batteries, paint, Styrofoam blocks, and florescent tubes and bulbs (limit four (4) feet). Contract must ensure vendors are certified to properly dispose of designated waste.

7. Contractor Billing Agent

The Base Contract assumes the City will continue to bill its single-family customers for Services and the City and the Contractor will share specific customer service responsibilities. This alternative shifts all billing and customer service responsibility to the Contractor under a billing agent relationship. The Contractor would bill customers City approved rates, funds are collected by the Contractor on behalf of the City, and the Contractor is paid by the customers directly. The Contractor must at the end of every month pay the City an Administrative Fee that was accrued for the month prior.

8. Contractor Retains All Commodity Revenues/Pays all Expenses

Under this alternative, the Contractor retains all commodity revenues and pays all commodity expenses such as Boulder County Recycling Center Gate Fees, during the term of the Contract.

Form 3

IDENTIFICATION OF PERFORMANCE SECURITY

If the Proposer is awarded a Contract on this Proposal, the surety or other financial institution that provides the letter of credit or other performance guarantee shall be:

_____ whose address is

_____, _____, _____, whose
Street City State and Zip Code

telephone number is _____, and website address

is _____.

Form 4

CERTIFICATION OF PROPOSAL - DECLARATION AND UNDERSTANDING

Proposer's Declaration and Understanding

The undersigned Proposer declares that the only persons or parties beneficially or financially interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; that it is made without collusion; and that the Proposal is made without any connection or collusion with any person submitting another Proposal in connection with this RFP.

The Proposer declares that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; this Proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly entered into any agreement, induced or solicited any other Proposer to submit a false or sham Proposal; the Proposer has not solicited or induced any person, firm, or corporation to refrain from Proposing; the Proposer has not sought by collusion, fraud, deceit, or any unlawful act to obtain for itself any advantage over any other Proposer or over the City; and Proposer has not otherwise taken any action in the restraint of free competitive Proposals in connection with the Services for which this Proposal is submitted.

The Proposer declares that it has familiarized itself with the nature and extent of the Base Contract, the existing residential refuse, recycling, and organics collection services, all local conditions and all other relevant facilities, properties, laws and regulations that in any manner may affect cost, implementation, progress, performance, or furnishing of the Services. The Proposer has satisfied itself as to the Services and equipment to be provided, including the fact that the description of the Services and equipment is brief and is intended only to indicate the general nature of the Services, and that this Proposal is made according to the provisions and under the terms and conditions of the Base Contract, which fully and completely incorporated into this Proposal by this reference.

The Proposer further acknowledges that it has satisfied itself as to the nature and location of the residential refuse, recycling, and organics collection services, the general and local conditions, particularly those bearing on the availability of equipment, access, recycling and compostable material markets, disposal fees, availability of labor, roads, and the uncertainties of weather or similar physical conditions in the City, the character of equipment and facilities needed to execute the Services, and all other matters that may in any way affect the Services or the cost thereof under the Base Contract.

The Proposer further acknowledges that it has satisfied itself as to the character, quality, and quantity of information provided by the City regarding the existing residential refuse, recycling, and organics collection services, and the Proposer has adequately investigated the City's customer base and any additional information that may be provided by the City. Failure by the Proposer to acquaint itself with the physical conditions of the City's customer base and all available information shall not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the Services and providing the equipment required under the Contract.

The Proposer warrants that, as a result of its examination and investigation of all the data referenced above, it can perform the Services in a good, timely, and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representation made by any of its officers, employees, representatives, or agents during or prior to the execution of the Contract, unless (1) such representations are expressly stated in the Contract and/or (2) the Contract expressly provides that the City assumes the responsibility.

The Proposer has given the City written notice in a timely manner of all conflicts, errors, omissions, or discrepancies that it has discovered in the Proposal Documents and the written resolution thereof by the City is acceptable to the Proposer.

Contract Execution, Performance Guarantees, and Insurance

If this Proposal is accepted, the Proposer agrees to enter into a Contract with the City, in the form provided in the Proposal Documents and as revised via subsequent addenda, to provide Services and equipment as specified or indicated in the Base Contract for the prices and during the time period indicated in this Proposal and in accordance with the other terms and conditions of the Base Contract.

The Proposer accepts all of the terms and conditions of the Proposal Documents, including, without limitation, those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance for 180 days following Proposal submittal. The Selected Proposer shall sign and submit the Contract with the appropriate performance security and proof of insurance acceptable to the City within five (5) days of completion of Contract finalization by the City and the Proposer.

Self-Reliance

The Proposer acknowledges that the information contained in this Proposal represents its understanding of the City's existing residential refuse, recycling, and organics collection services, terrain, streets, alleys, cart locations, and other conditions that could affect the costs or operational efficiencies of fulfilling the Contract. In preparing this Proposal, the Proposer acknowledges that it is solely responsible for its Proposal and that it has relied on its own investigation and research.

Start of Services And Contract Term

If awarded a Contract, the Proposer agrees to commence all Services under the terms and conditions of the Contract on October 1, 2022 and to continue providing services throughout the term of the Contract as specified therein.

Unit Price

Proposer proposes to invoice and collect payments of the Contract rates, as set forth under the provisions of the Base Contract.

Proposer rates may be increased solely as provided in the Base Contract. Generally, the Proposer shall be responsible for all real (non-inflationary) cost increases and may benefit from any real cost decreases. Proposer understands that the per-unit served price and the price adjustments are independent of the quantities and quality of materials collected. Proposer agrees that the per-unit served price and the price adjustments represent a reasonable measure of the labor and materials required to execute the Services, including all allowances for overhead and profit, and applicable taxes, fees and surcharges for such services. Prices shall be given in U.S. dollars and cents.

Compliance with Process Integrity Requirements

Proposer hereby certifies it and its employees, officers, and officials have complied with the Process Integrity Requirements as described in Section 2.15 of the RFP and further agrees to comply with those guidelines during the Proposal evaluation process.

Addenda

The Proposer below lists and acknowledges receipt of all Proposal Documents and of the following addenda:

<u>Addendum Number</u>	<u>Date</u>

Proposer agrees that all Addenda issued are part of the Contract, and Proposer further agrees that its Proposal includes all Addenda.

Identification and Authorization

The name of the Proposer submitting this Proposal is:

Doing business at: _____
Street

City State Zip Code

which is the address to which all communications concerning this Proposal and the Contract will be sent.

The names of the principal officers of the corporation, LLC, partnership or other entity submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

If the Proposer is a partnership, attach to this form and number appropriately a copy of its partnership agreement. If the Proposer is a corporation, attach to these form copies of its Articles of Incorporation, bylaws and Certificate of Good Standing, as certified by the Secretary of the Board of Directors.

If Sole Proprietor, LLC, Partnership or other Entity

IN WITNESS hereto the undersigned has set its hand this ____ day of _____, 2021.

Signature of Proposer

Title

If Corporation

IN WITNESS whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this ____ day of _____, 2021.

Name of Corporation

By

Title

Attest (Secretary)

Appendix U: Frederick Single Hauler Ordinance

Town of Frederick – Request for Proposals

Professional Services for Curbside Refuse Collection & Recycling Services

Pursuant to Colorado Revised Statutes Section 30-15-401 (7.5)(b), the Town of Frederick, Colorado (hereinafter referred to as “the Town”) is requesting Proposals from qualified private companies or individuals (herein referred to as “contractors”) to provide non-exclusive residential curbside refuse collection in combination with curbside recycling services. Proposals should be submitted to Town of Frederick, Attention Jordan Eichem, PO Box 435, Frederick, CO 80530.

Services are anticipated to begin on or around DATE.

Introduction: The Town of Frederick is in the process of implementing a fee for residential waste and curbside recycling services to all residences except multi-unit buildings of eight units or more. The services are to be provided by the successful company or individual and subject to administration and billing through the Town.

The Town seeks to minimize overall costs for such services to its residents. It is anticipated that refuse collection shall be provided once a week and curbside recycling on the designated pick-up day every other week. The successful contractor will be responsible for the provision and maintenance of all equipment and the implementation and continuing satisfactory performance of all services provided.

Scope of Work:

Qualified private companies proposing curbside refuse and recycling services shall utilize the following criteria in their proposal:

Required Services

1. Contractor shall provide weekly curbside refuse and recycling collection to all residences within the Town. Commercial accounts and multi-family residences of eight or more units per building are excluded from the proposal at this time.

2. Containers for curbside refuse collection are to be provided by the contractor as part of the proposal. Containers for curbside recycling materials collection are to be provided by the contractor as part of the proposal.

ADD alternate for containers not provided

3. If pick-up throughout the entire Town cannot be accomplished in a single week day, the Town may be split into zones that are assigned specific pick-up days during the week.

4. The following materials shall be collected as part of the curbside recycling services:

a. Cardboard, newspaper, office paper, magazines, and catalogues;

b. Aluminum cans, steel (tin) cans, #1 and #2 plastic bottles, glass jars and bottles (including clear, amber and green)

Contractor shall supply a list of additional materials to be collected.

5. Contractor shall provide regular reports showing all amounts collected from recycled materials.

6. The contractor shall assist the Town in the promotion of the new refuse collection service and curbside recycling collection procedures.

7. All refuse and recycling materials, upon being removed from the premises within the Town, shall become the property of the contractor.

8. Potential contractors should include one bid that includes pickup of yard clippings, and one alternate bid that does not include pickup of yard clippings.

Note regarding opt-out provision

Two opt-out provisions for service cessation are being considered. Potential contractors should submit one bid corresponding to each of the following opt-out provisions:

a. Opt-out allowed only if water meter-reads show no activity at location for forty-five (45) consecutive days (or more).

b. Opt-out allowed if customers submits proof of alternative service to Town of Frederick.

Submittal Instructions

Proposals shall be submitted in the following format.

Section I: Technical Offer

The Technical Offer shall contain all the information as requested herein, and any additional information necessary to summarize the above Scope of Work. Please specify each task in the Scope of Work and define the means and method by which the contractor will perform the work outlined in the Scope of Work.

Section II: Qualifications and Experience

The contractor shall provide a summary of the company's qualifications and key personnel experience pertaining directly to the Scope of Work as well as information regarding employee training and qualifications.

Contractor must demonstrate the capacity of providing the "Required Services" set forth in the Scope of Work. Contractor shall provide references for which similar work has been provided, agency name, contact person, address and phone number. Contractor must demonstrate compliance or willingness to comply with all business licensing and insurance requirements outlined in the Frederick Municipal Code.

Section III: Proposed Price

The contractor shall provide a proposed fee schedule for the Scope of Work criteria. The fee schedule shall include all costs, detailed by task, in the Required Services section above.

The Town estimates that, as of [DATE], the number of residential units initially to be served is 3,500 [correct?] (increasing at an estimated rate of [GROWTH RATE] per year). The contractor will also provide up to [NUMBER] dumpsters (3 yard), and conduct weekly collections for certain public buildings and facilities within the Town to be determined prior to implementation of service.

The proposed price section of the proposal must state costs separately for each annual period, including estimated increased service, projected escalation and other increases in future-year costs through [DATE-TABOR issues?] and must include (i) all fees and license fees and other similar costs and charges and (ii) all applicable consumer use and other similar taxes. The proposed price must identify any cash discounts; otherwise, the proposed price will be considered to be net.

The proposal must clearly identify those program elements which are non-routine (as opposed to routine) and fixed (as opposed to variable) and must specify the costs associated with such classifications. Information concerning a contractor's proposed fee schedule for variable rates for non-routine services, inclusive of state sales tax and any other applicable government charges, must be clearly stated.

Section IV: Agreements

The agreements section shall contain any agreements or terms Contractor intends to propose to the Town. In addition to standard contract items, Contractor shall specifically address each of the following issues in the agreements section of the proposal:

- a. The billing frequency and method to be used between the contractor and the Town. (Residents will receive a monthly utility bill (sent the [ORDINAL] week of each month) from the Town that includes charges for monthly water and monthly refuse and recycling collection charges.)

- b. The ability for residents to temporarily suspend payments and service (for vacation, winter residency, emergencies, etc.).
- c. Customer service guidelines that address responsibilities for initiating new service, handling customer issues and any additional services requested by Town customers.
- d. Extra seasonal collections to address yard waste, larger household items, Christmas trees, etc.

Each contractor, by the submission of a proposal, acknowledges and agrees that the continuation of an Agreement for Service for a term or more than one year shall be subject to annual budgeting and appropriation of funds for this specific purpose by the Town Board of Trustees. Further, each contractor, by the submission of a proposal, acknowledges and agrees that an Agreement for service will include termination provisions on performance-based grounds. [OR RE-BID?]

Opening of Proposal and Award of Bid

A letter of intent will be issued to the responsible contractor whose proposal is determined to be the most responsive and advantageous to the Town on [DATE]. At that time contract negotiations will commence to finalize the scope of work, inclusion of optional services, and final contract details. The Town retains the right, in its sole discretion, to award contracts for services as the Town deems are in its best interests. The award of the contract for the program in no way constitutes an offer or assurance of future contracts or an extension of the term or scope of the agreement.

Appendix V: Erie Request for Proposals

General Services Contract Documents

for

Organized Residential Curbside Waste Management Services

Project Number P22-1000



Town of Erie
645 Holbrook Street
Erie, Colorado 80516

August 2022

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Invitation to Bid

Electronic Bids will be received by the Town of Erie (the "Town") through the Rocky Mountain E-Purchasing System ("RMEPS"), until **5:00 p.m.**, local time, **October 3, 2022**, for the Organized Residential Curbside Waste Management Services (**P22-1000**).

Bids will be time-stamped by RMEPS upon receipt.

Bid Submittals: All bids must be submitted electronically using the portal at <https://www.bidnetdirect.com/colorado>.

The required Bid documents must be received in the RMEPS submission portal on or before the Bid due date and time. **Hardcopy submittals will not be accepted.** It is the Bidder's sole responsibility to ensure all required Bid documents are submitted through RMEPS by the submission deadline. RMEPS does not allow for uploading Bid documents after the Bid due date and time has closed.

Bids will be time-stamped by RMEPS upon receipt. After uploading Bid documents, **Bidders must click the SUBMIT button.** The Town will not accept uploads that are "saved" but not "submitted". To verify that a Bid has been submitted successfully, Bidders may contact BidNet Support or verify, via the Bid Management tab in Bidder's account, that the documents are not in "Draft" status. The Town does not have access to or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline at **800-835-4603**.

A brief summary of Work for which the Bid is requested consists of:

Goals of Organized Waste Hauling

1. Improve Erie's low waste diversion rates.
2. Provide additional services to residents (recycling, compost/yard waste, bulk items).
3. Decrease road damage.
4. Decrease noise nuisance and air pollution.
5. Increased street safety for pedestrians, kids, pets, and vehicles.
6. Lower cost for residents.

Summary

The Town of Erie wishes to consider implementation of an organized residential landfill, recycling, and composting curbside collection and disposal program. The Town is seeking proposals to provide solid mixed waste, single stream recyclable, and optional compostable material waste collection and disposal services.

As part of this contract, the Town intends to provide curbside landfill waste pick up and

unlimited curbside single stream recycling as base services to residences within the Town and composting yard waste and bulk item pick up for an additional cost. To encourage landfill waste reduction by offering smaller volume and less frequent collection, the contractor shall provide the option of either a 32, 64 or 96-gallon landfill material collection cart, with lid, and weekly or bi-weekly landfill material collection. The contractor shall also provide unlimited weekly single-stream recycling in 96-gallon carts. The contractor shall provide bi-weekly compost collection of yard and food waste in 96-gallon carts and allow an opt-out for compost collection, at the residential customers' request. The contractor shall not sell only one volume of landfill material service. The contractor shall charge an incremental standardized price for each base volume unit of landfill material subscribed to or placed by the customer, whichever is more, regardless of the number of containers placed by the customer for collection.

Each residential customer shall be afforded the opportunity to subscribe to service limited to 32 gallons only, 64 gallons only, or 96 gallons only with an option for bi-weekly 32-gallon landfill collection.

The Town intends to provide weekly mixed waste disposal pickups and every other week recycle and compost pickups. Recycled pickups are to be priced as part of the basic services offered to all residential dwelling units and advertised as "free" on their monthly service bill. Bulk item pick-up and additional yard waste pick-up is a required part of the basic program offered to all residential dwelling units in the Town can be included in the Base Cost fee or offered at an additional cost.

The Town is dedicated to delivering a high level of service to enhance the lives of everyone in the community. It is believed that this solicitation will result in enhanced services at a price that may be lower for non-HOA dwellings and provide optional enhanced service offerings to HOA communities that will encourage their membership to opt-in or join as a covenant community.

Curbside service shall be in all cases, at or near the public right-of-way on the street and curbside. The term of service, if approved by the Board of Trustees, is projected to begin implementation in January 2023 and provide service for 3 years. The Town and contractor may agree in writing to renew the agreement for up to 2 additional 12-month terms.

Contents of Offer

Contractors are required to submit offers with the following conditions:

1. Contractors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
2. Any official interpretation of the Solicitation may only be issued by an authorized agent of the Town. The Town shall not be responsible for other interpretations offered by employees not authorized.
3. The Town shall issue Addenda if substantial changes are required which may

impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.

4. The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

Specifications will be available after **12:00 pm** on **August 19, 2022**, and may be obtained from the RMEPS website at <https://www.bidnetdirect.com/colorado>. All questions related to this bid should be submitted through the RMEPS website by **5:00 pm** local time, on **September 16, 2022**. All answers to questions received will be sent in a formal addendum (if needed), by **September 23, 2022**.

The Town assumes no responsibility for payment of any expenses incurred by any respondent to this Invitation to Bid.

The Town of Erie is an Equal Opportunity Employer.

Dated this August 19, 2022.

Town of Erie, Colorado

Instructions to Bidders

1. Contract Documents

1.1. General. The following documents as indicated by an "X" constitute the Contract Documents for this project. By submitting a Bid, the Bidder certifies and represents that the Bidder has been furnished with all the Contract Documents, is familiar with them, and intends to be bound by them.

- | | |
|---|---|
| ☒ Invitation to Bid | ☒ Instructions to Bidders |
| ☒ Sample Agreement | ☒ Bid Form |
| ☒ Other: Map | |

1.2. Interpretations, Modifications, and Addenda. It is the Bidder's responsibility to advise the Town prior to the Bid deadline of conflicting requirements or missing information which requires clarification. The Bidder must inquire into any apparent inconsistencies, or any matter seeming to require explanation or interpretation, at least 72 hours (excluding weekends and holidays) prior to the Bid deadline. Any interpretation or modification will be made only by addendum emailed to each person receiving a set of such documents.

2. Bid

2.1. Preparation. Each Bidder must submit an original Bid on the form bound herewith. No other Bid form will be considered by the Town. Entries on the Bid form must be legibly written. All prices must be stated in words and figures except where the forms provide for figures only. In case of a discrepancy between the unit price and the extended price, the unit price will prevail. A standard unit of measure must be used for the Bid. Bids may be based on a combination lump sum or unit price basis.

2.2. Bidder Qualifications. No Bid shall be accepted from any person, firm, or corporation that is in arrears to the Town. If requested, Bidders must submit satisfactory evidence that they have a practical knowledge of the services and that they have the necessary financial resources to provide the proposed services.

2.3. Confidential Information. Pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.* (the "Act"), all information contained in a Bid is subject to public disclosure unless it meets one of the exceptions in the Act. To avoid disclosure of trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data (collectively "Confidential Information"), the Bidder must clearly mark all Confidential Information as such

and provide a written, detailed justification of the protected nature of the Confidential Information. This justification must address, at a minimum, the specific competitive harm that may result from any disclosure, the intrinsic value of the Confidential Information to the Bidder, and any safeguards the Bidder uses to protect the Confidential Information from disclosure. By submitting a Bid, the Bidder agrees to hold the Town harmless from any claim arising from the release of Confidential Information.

2.4. Deviations. Any deviation from the Contract Documents must be noted in detail and submitted in writing on the Bid form. Complete specifications must be attached for any substitutions offered or when amplifications are desirable or necessary. The absence of the specification deviation statement on the bid form and accompanying specifications will hold the Bidder strictly accountable to the Contract Documents as written.

2.5. Taxes. The Town is exempt from federal, state, local, and county sales/excise taxes, and no Bid shall include taxes.

2.6. Submittal. All Bids shall be submitted electronically using the portal at <https://www.bidnetdirect.com/colorado> and signed by the Bidder and must include the Bidder's contact name, business name, address and telephone number. Bids by partnerships must be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. A complete list of partners must be included with the bid. Bids by a corporation must be signed in the official corporate name, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation, and shall display the corporate seal. Corporations must designate the state in which they are incorporated, the address of their principal office, and the name and address of their agent for service of process.

2.7. Withdrawal/Amendments. Bids may be withdrawn, altered, and resubmitted at any time before the deadline time set for receiving the bids. Bids may not be withdrawn, altered, or resubmitted for a period of 30 days thereafter, and the bid of the lowest and second lowest responsible bidders may not be withdrawn for a period of 60 days thereafter, or until execution of the Agreement by the lowest responsible bidder, whichever occurs earliest.

3. Bid Opening

3.1. Receipt by Town. Bids will be time-stamped by RMEPS upon receipt. After uploading bid documents, Bidders must click the SUBMIT button. The Town will not accept uploads that are "saved" but not "submitted". To verify that a Bid has been submitted successfully, Bidders may contact BidNet Support or verify, via the Bid Management tab in Bidder's account, that the documents are not in "Draft" status. The Town does not have access to or control of the vendor side of

RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. (800-835-4603).

3.2. Bid Results. Bid results will be published on the RMEPS after the submittal deadline. Bid results will not be given over the telephone. Following bid deadline.

4. Submission Requirements

- 4.1.** Describe your capability to fully assume responsibility for waste collection and disposal in the Town in accordance with the Bid Package. Describe your experience in furnishing solid landfill waste, single stream recyclable material, and compost yard waste material collection and disposal services for similar size municipalities, other Front Range Communities, or neighborhoods.
- 4.2.** Identify how many (#) customers your company currently has in the Town of Erie.
- 4.3.** Describe your involvement in recycling, composting, waste reduction, marketing of recyclable materials and related public education, waste reduction, and resource recovery awareness programs.
- 4.4.** Proposals shall list all sub-contractors/sub-Contractors intended to be providing any parts of the service, including company names, contacts, addresses, phone, and email addresses.
- 4.5.** Identify all municipal customers and all Colorado Front Range Homeowners' Associations with whom your company currently provide or have provided municipal waste collection and disposal services in the last five calendar years. Include contact reference information, their position, address, telephone number, and email address. Include waste diversion rates from before service began to conclusion of contract or current rates.
- 4.6.** Provide details of any internal safety-based programs implemented to ensure safe operations. Additionally, submit any community-based safety initiatives or programs that have been implemented in conjunction with the communities they serve including examples of program results.
- 4.7.** Describe your process for communicating with residents and the Town when there is any service delay due to weather, equipment, or other acts. This communication includes the bidder's approach to resuming/rescheduling service.
- 4.8.** Please provide proposed cart specifications including manufacturer, model, warranty, and graffiti resistance. The Contractor shall identify how requests for cart repair and replacement will be handled and how changes in cart size will be accommodated.

- 4.9.** Describe your plan for collecting and disposing of rubbish, recyclables, and compostable materials according to the proposed collection schedule and in the event of litter created during collections. This plan should include the number or trucks, types or tricks, equipment that will be purchased to augment the company's current fleet, number of employees, the completed pricing table below and any other information you deem necessary.
- 4.10.** Describe your plan for collecting bilk items from residents, including frequency of collection, equipment used, materials accepted and not accepted, proposed collection schedule and any other relevant information.
- 4.11.** Please detail your proposed service fee and process for managing overflow trash from residents.
- 4.12.** Describe proposed customer support and service plans to be provided to residents. Include sample service reports and an escalation plan for service issues. Describe your process for customer service including methods for residents to contact your company (phone, email, or other means), and your procedure for responding to customer service inquiries.
- 4.13.** Provide information and smart phone app link for waste sorting inquiry portal to include landfill, recyclable, and compostable materials.
- 4.14.** Provide an inventory of proposed vehicles that would be servicing Town residents in a format similar to the chart below. Please note fleet efficiency and tailpipe emission reduction goals.

Landfill, Recycle, and Compost Yard Waste Vehicles

Year of Vehicle	Make of Vehicle	Model of Vehicle	Vehicle ID Number	Fuel Source

- 4.15.** Provide the names and brief professional biography or resume of the individuals that will be managing and/or supervising service to the Town of Erie. Include billing, site management, and customer service personnel.
- 4.16.** Describe how your company would transition to provide service to the Town of Erie for the neighborhoods of Northridge, Old Town, Air Park, and any additional residents or HOAs who wish to join the Town contract. Specifically, how will you communicate with residents about the change is service providers, how you will deliver curbside carts, how you will inform residents of any changes to their services, and how you will be assured that residents are aware of any changes.

- 4.17.** Provide any corporate information (brochures, information packages, etc.) that you think will be useful to the Town's understanding of your corporate communications capabilities, mission, and vision.
- 4.18.** Provide any information of owned or operated transfer facilities, sorting facilities, or landfills intended to be used to dispose of Erie's refuse.
- 4.19.** Detailed statement of experience in corporate social responsibility or data contributions for greenhouse gas inventory reporting. Please include any company efforts towards environmental sustainability.
- 4.20.** A list of all Colorado storage, maintenance, staging facilities, and office locations that will be used for providing service to the Town of Erie.
- 4.21.** A list including names and addresses of all owners, partners, officers, and/or shareholders or other persons financially interested in this Proposal.
- 4.22.** Creative options for service, such as additional collection services, community-based social marketing or other educational trends, emerging technologies, marketing programs, or other program elements that could increase service levels for Erie residents.
- 4.23.** Name and address of the Insurance Company(s) who will be providing the insurance policies required by the contract: Workers Compensation, Commercial Automobile Liability Coverage, Commercial Liability Coverage, Umbrella Liability, and Pollution Liability Coverage.
- 4.24.** A violation record concerning past and pending civil claims and criminal investigations, as well as prior judgements and determinations against the bidder and its affiliates within the last ten years of the following types of laws, regulation, or ordinances, which are under the jurisdiction of various departments of the State of Colorado or EPA:
- 4.24.1. Environmental: Department of Natural Resources;
 - 4.24.2. Safety: Occupational Safety and Health Department;
 - 4.24.3. Health: Occupational Safety and Health Department;
 - 4.24.4. Price Fixing:
 - 4.24.5. Anti-Trust:
 - 4.24.6. Fraud:

5. Award

5.1. Acceptance and Rejection of Bids. The Town reserves the right to accept any and all Bids or parts thereof; to reject any and all bids; and to waive any irregularities and informalities. Bids received after the Bid deadline will be rejected. The Town reserves the right to inspect any Bidder's facilities prior to award and to negotiate optional items with the successful Bidder.

5.2. Method of Award – Best Evaluative Score Based on Written Proposal. It is the intent of the Town to award a contract to the Contractor(s) who receives the highest score from the Town's RFP Evaluation Committee. A baseline score will be given for completeness of the Submission Requirements. Components important to the Town's evaluation will include superior customer service, stability of service and inclusion of local waste contractors currently servicing the Town, environmental sustainability values and commitments, additional services provided, cost, and a general balance of environmental, social, and economic benefits.

5.3. Agreement Award. The Town will notify the successful Bidder to start the award process.

6. Work Standards and Details

6.1. Scope of Work Services Requested

Contractor shall provide residential waste collection services to all residential single-family and multi-family structures of less than eight units in the area of the Town depicted in the attached map, which excludes any area with a homeowners' association already under contract with another waste services provider at the time of the contract. Contractor shall allow for any homeowners or homeowners' associations who wish to terminate current hauler contract and join the Town's services contract to do so. Contractor shall offer services to homeowners and homeowners' associations who are not already under a collective contract with another waste services provider.

To encourage landfill waste reduction by offering smaller volume and less frequent collection, Contractor shall provide the option of either a 32, 64 or 96-gallon Landfill Material collection cart, with lid, and weekly or bi-weekly Landfill Material collection. Contractor shall also provide unlimited weekly single-stream recycling in 96 gallon carts. Contractor shall provide bi-weekly compost collection of yard waste and food waste in 96 gallon carts and allow an opt-out for compost collection, at Residential Customers' request. Contractor shall not sell only one volume of Landfill Material service. Contractor shall charge an incremental standardized price for each base volume unit of Landfill Material subscribed to or placed by the customer, whichever is more, regardless of the number of containers placed by the customer for

collection.

Each Residential Customer shall be afforded the opportunity to subscribe to service limited to 32 gallons only, 64 gallons only, or 96 gallons only with an option for bi-weekly 32-gallon landfill collection. Contractor may also establish rules and regulations regarding the safe maximum weight of containers of Landfill Materials and Recyclable Materials or Compostable Materials. Contractor may refuse to collect any Landfill Materials container which is overloaded, or which contains a volume of Landfill Materials greater than the rated or specified volume of such container or shall account for and bill the customer for the collection of such excess Landfill Materials.

Landfill materials collection carts will be Contractor's standard color, recycling carts will be marked for recycling, and composting carts will be marked for composting. Additional Landfill Materials collection carts may be requested by the customer for an additional cost. At a Residential Customer's request and no more than once per year, Contractor shall exchange the 96-gallon landfill carts for smaller-sized carts at no cost to the customer. Any additional cart exchanges shall be subject to additional charges. Contractor shall initiate service for new customers and deliver Landfill Materials collection cart, Recycling cart, and Composting and Yard Waste cart within 10 days of notice of new account by the Town.

Contractor shall offer quarterly curbside overflow and large item collection for all households served.

6.2. Flat Monthly Fee

In addition to the volume-based Landfill Materials rates, Contractor may establish a flat monthly fee that may be charged to Residential Customers regardless of whether Landfill Materials, Recyclable, or Compostable and Yard Waste Materials are placed by the customer for collection during the month. The flat monthly fee may be charged for the purpose of covering the combined fixed operational costs for collecting Landfill Materials and Recyclable Materials and Compostable and Yard Waste Materials.

The fee shall not exceed the monthly volume-based rate charged, assuming the collection of only one standard Landfill Materials container (32 gallons) bi-weekly. All bills for services provided by such contractor to Residential Customers shall clearly identify both the flat monthly fee and any volume-based fees charged to the customer for the collection of Landfill Materials.

Contractor may charge additional fees for providing services in addition to collection of Landfill Materials, Recyclable Materials or Compostable Materials.

6.3. Additional Services

Bulk item pickup. Contractor shall provide bulk item pickup as requested by customers for an additional cost. Bulk item is any item that is outside the landfill container and is not yard waste. Bulk item pickup service shall adhere to Colo. Rev. Stat. § 25-17-303.

Yard waste pickup. Contractor shall provide yard waste pickup for customers to be picked up on collection day for an additional cost. Yard waste bundles or bags shall be no more than 4 feet long and no more than 40 pounds. Customers must call in to Contractor's customer service number to set up additional services and pick-ups.

Town facilities service. Contractor shall provide commercial hauling services to all Town facilities including, but not limited to the Recycling Center.

Special events service. Contractor shall provide pricing to the Town for hauling services related to special events.

6.4. Collection

Contractor shall provide alley collection where available and curbside collection where no alley is available.

6.5. Hours and Days of Operation

Collections will occur on ____ of every week for both residential trash and recycling services between the hours of 7:00 a.m. and 7:00 p.m.

6.6. Holiday Schedules

Contractor shall provide a list of proposed holidays. Collection shall occur on the day immediately following the holiday. Saturdays may be used following a holiday if required as a catch-up collection day. Contractor shall provide a calendar of holidays to the Town and customers.

6.7. Trucks and Equipment

Contractor shall comply with Chapter 14 of Title 4 of the Erie Municipal Code regarding licensing. Contractor shall maintain all waste receptacles in good repair, shall bear the cost of normal wear and tear, and shall replace them as needed or requested by the customer or Town. Contractor shall collect and clean any refuse dropped during pickup activities.

6.8. Billing System

The Town would like two options included in the Contractor's Proposal:

1. The Town will bill charges for the service through the utility billing

system. Contractor shall provide a single bill to the Town based on a per account basis for service, which the Town will use to bill through the utility billing system.

2. The Contractor will bill charges for the service directly to the customer. The Contractor will report charges monthly to the Town with options for fixed income cost waivers to which the Town will subsidize the remaining costs to the Contractor.

6.9. Compensation

The price structure in the Bid Form will be combined into customer options as follows:

- **Option 1**

Fixed price per household for fixed bi-weekly landfill and no additional cost for bi-weekly recycling and compost service. Price includes the option for one 32-gallon landfill cart with lid, one 96-gallon recycling cart with lid, and one 96-gallon composting cart with lid.

- **Option 2**

Fixed price per household for fixed weekly landfill and no additional cost for bi-weekly recycling and compost service. Price includes the option for one 32-gallon landfill cart with lid, one 96-gallon recycling cart with lid, and one 96-gallon composting cart with lid.

- **Option 3**

Fixed price per household for fixed weekly landfill and no additional cost for bi-weekly recycling and compost service. Price includes the option for one 64-gallon landfill cart with lid, one 96-gallon recycling cart with lid, and one 96-gallon composting cart with lid.

- **Option 4**

Fixed price per household for fixed weekly landfill and no additional cost for bi-weekly recycling and compost service. Price includes the option for one 96-gallon landfill cart with lid, one 96-gallon recycling cart with lid, and one 96-gallon composting cart with lid.

- **Additional Options Available:**

Additional 96-gallon landfill cart with lid service weekly.
Additional 96-gallon recycling cart with lid service bi-weekly.
Additional 96-gallon compost/yard waste cart with lid service bi-weekly.

Large item pick-up quarterly service.

Yard waste twice per year pick-up service, large amounts of over one cubic yard of debris.

6.10. Promotion and Education

Contractor shall work with the Town to provide service-oriented information to customers and for developing and executing public education to encourage waste reduction and diversion. Contractor shall provide, at minimum, 6 mailers per year. Specifically, prior to January 1, 2023, Contractor shall provide a one-page color flyer to be mailed to each customer. This flyer, subject to Town approval, will inform Town residents of the specifics of the landfill, recycling, and compost yard waste collection program, including a collection schedule, a complete list of prices and services offered to each customer, a listing of what materials can go into the recyclable and compost materials cart, instructions on the proper handling of the collection carts, and instructions on what customers are to do with refuse that does not fit into the collection carts. Contractor shall provide a mobile app that allows its customers to search for what is allowed in recycling and composting bins.

6.11. Customer Service

Contractor shall be responsible for providing all customer service functions including informing customers of current services with a dedicated customer service representative for Town of Erie customers, handling customer requests, and resolving customer complaints. Contractor shall respond to customer complaints within 24 hours of receiving the complaint. Contractor shall provide a copy of its customer service standards, and the customer service contact information, as well as the contact information for the customer service supervisor responsible for the Town's services. Contractor shall provide the Town with records of complaints and resolutions.

6.12. Maintenance of Records and Reporting

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 last day of each month to the Town documenting the following information: (1) the customer service was provided to; (2) a log of complaints and resolutions for trash and recycling collection services; (3) a log of missed collections and responses; (4) a description of any vehicle accidents or infractions; and (5) a listing of all accounts having a change of service during the month; and (6) the tonnage of each landfill, recycling, and compost and yard waste collected during the month.

Annual reports shall be submitted by the 31st day of January of each year documenting the following information about the discarded materials collected by

the Contractor:

1. Weights in tons of the following:
 - Landfill Materials
 - Recyclable Materials
 - Compostable & Yard Waste Materials
 - Other information deemed necessary as waste diversion reports are further developed
2. Name and final destination facility(s) of landfill, recycling, composting and yard waste. All collected recyclable materials shall be delivered to a licensed materials recovery facility for recycling and all collected curbside compost and yard waste materials shall be delivered to a licensed commercial compost facility.

Unit-Price Bid Form

Organized Residential Curbside Waste Management Services (P22-1000)

Description	Quantity	Unit of Measure	Unit Price	Extended Cost
32-gallon landfill cart with lid	26	Weeks		
32-gallon landfill cart with lid	52	Weeks		
64-gallon landfill cart with lid	52	Weeks		
96-gallon landfill cart with lid	52	Weeks		
96-gallon recycling cart with lid	26	Weeks		
96-gallon composting cart with lid	26	Weeks		
Additional 96-gallon landfill cart with lid	52	Weeks		
Additional 96-gallon recycling cart with lid	26	Weeks		
Additional 96-gallon compost/yard waste cart with lid	26	Weeks		
Large item pick-up	4	Quarters		
Yard waste pick-up	2	Year		
Large amounts of over one cubic yard of debris	1	Cubic Yard		
TOTAL				\$

Please note any exceptions you take to this bid, *e.g.*, minimum quantity requirements:

Bidder's Information:

Company Name: _____

Mailing Address: _____

Telephone Number: _____ Email: _____

The bidder hereby acknowledges receipt of Addendum Nos. __, __, __, __, __, __, __ to these specifications. (Insert number of each addendum received.)

Name and Title of Authorized Company Representative:

Name (Please print) Title

Signature

Dated this _____ day of _____, 20____.

Agreement for Services

This Agreement for Services (the "Agreement") is made and entered into this _____ day of _____, 2022 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, CO 80516 (the "Town"), and _____, an independent contractor with a principal place of business at _____, CO _____ ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires services; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

Now, Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. Scope of Services

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. Term, Termination, and Renewal

A. This Agreement shall commence on the Effective Date and shall continue for 12 months unless sooner terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

C. This Agreement shall automatically renew for four additional 12-month terms, unless, at least 30 days prior to the expiration of the then-current term, either Party terminates this Agreement. Contractor shall provide the Town with the proposed

increase for the following year at least 60 days prior to the expiration of the then-current term.

III. Compensation

In consideration for the work performed by Contractor under the Scope of Services, the Town shall pay Contractor as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. For each renewal term, the unit prices listed in Exhibit B may not increase by more than 2% or the amount of inflation reported in the Denver-Boulder-Greeley Consumer Price Index, All Items, whichever is greater.

IV. Responsibility

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein. The work performed by Contractor shall be in accordance with generally accepted level of competency presently maintained by others in the same or similar type of work in the applicable community.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.*; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. Ownership

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire."

To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. Independent Contractor

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. Insurance

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. Indemnification

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, 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 Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

IX. Miscellaneous

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

Town of Erie, Colorado

Malcolm Fleming, Town Administrator

Attest:

Debbie Stamp, Town Clerk

Contractor

By: _____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me
this ____ day of _____, 2022, by _____ as
_____ of _____.

My commission expires:

(Seal)

Notary Public

Exhibit A
Scope of Services

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall
- Contractor shall
- Contractor shall

Commented [KM1]: What is the scope

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

Commented [KM2]: What are the deliverables

-

Exhibit B
Compensation

Contractor shall be paid based on the unit prices listed below.

The total annual compensation under this Agreement shall not exceed
\$_____.



Thank you for your interest in our bid opportunities and we welcome you to submit a response. Please be sure to review and comply with all specifications and requirements.

Addendum Description

Single Hauler Notice of Intent Map

Notice Modifications

Notice Information	From Value	To Value
No entries		

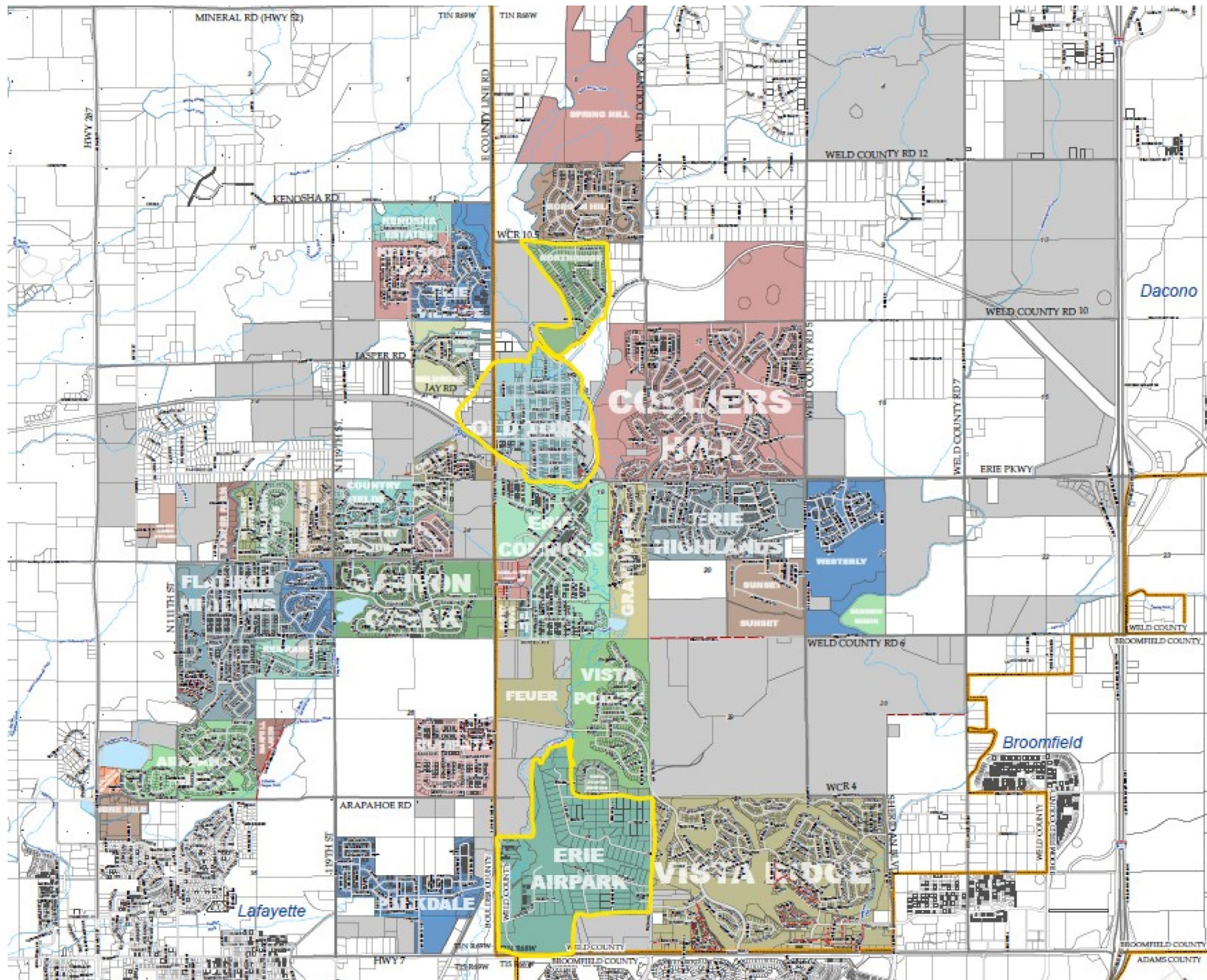
Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

Added Documents[A]

Document	Size	Uploaded Date	Language
Single Hauler Notice of Intent Map.pdf [pdf]	1 Mb	08/22/2022 07:59 AM MDT	English





Addendum Number 2
Organized Residential Curbside Waste Management Services
Project Number P22-1000
August 23, 2022

This addendum shall become a part of the contract documents as if originally included. All those submitting bids shall acknowledge receipt of addendum number 2 on your Bid Form or Proposal.

The following are questions received with their respective answers.

1. **Question:** I did not see any specifications on the number our households included in this RFP
Answer: Please reference "Contents of Offer" #1 for roles and responsibilities of the opportunity to bid. The Town provides public tools for investigation through the ArcGIS link below. Selecting Base Layers of "Streets", "Parcels", "Subdivisions", and "City Limits" will assist in determining the number of households included. Some on-site investigation will be needed to determine exact number of households are included. Air Park neighborhood to include approximately 150 parcels. Old Town approximately 1,000 parcels. Northridge approximately 200 parcels. Section 4.16 ...and any additional residents or HOAs who wish to join the Town contract.
<https://town-of-erie-co-new-site-erieco.hub.arcgis.com/apps/db8f62478dd7440392bac07aa69924a6/explore>
2. **Question:** No map designating service area was attached to document list on Bidnet Direct
Answer: See Addendum 1 for map of reference.
3. **Question:** RFP Section 4.5: The ask is for a list with contact information for all HOA's in Front Range we service. We have hundreds of HOA's we service. Possibly just a list of HOA's serviced in Erie?
Answer: A list of HOAs for reference check and referrals is required.
4. **Question:** RFP Due Oct 3rd with start of Jan 2023. A decision probably not made prior to November. Possibly rethink start date of services, less than two

months to implement and over two separate holidays not conducive to a smooth roll out.

Answer: Please include logistical opportunities and barriers in your response for the Town's RFP Evaluation Committee to review.

5. **Question:** Need list of city facilities that require commercial services, size of containers and frequency of service.

Answer:

Service Location	Service	Container Size	Quantity
645 Holbrook	Landfill	3-Yard	1
	Recycle	3-Yard	1
1000 Telleen Ave.	Landfill	3-Yard	1
	Recycle	3-Yard	1
450 Powers St.	Landfill	3-Yard	2
	Recycle	3-Yard	1
150 Bonnell Ave.	Landfill	30-Yard	1
	Recycle	30-Yard	1
	Yard Waste	30-Yard	1

6. **Question:** Thank you for the map pdf. How many homes are inside of the yellow highlighted area to be included in the RFP response?

Answer: See Question 1.

All items in conflict with addendum number 2 are hereby deleted.

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Appendix W: Recommendations for Statewide Producer Responsibility Implementation

Recommendations for Statewide Producer Responsibility Implementation

Background

Colorado's Producer Responsibility for Recycling Packaging and Printed Paper Program (House Bill 22-1355)¹ will, starting in 2026, aim to expand recycling statewide and provide recycling collection services to approximately 700,000 additional households across Colorado. The program will divert hundreds of thousands of tons of valuable, recyclable materials away from landfills and back into the supply chain.

Producer Responsibility programs (sometimes called Extended Producer Responsibility, or EPR) shift the costs of recycling systems away from taxpayers and waste service customers to the companies that produce packaging. Decades of experience with similar programs in Canada and Europe show that these systems dramatically increase recycling rates, and the cost for companies to fund a program like this does not impact the price of products.

Colorado's Producer Responsibility for Recycling Packaging Program will benefit Colorado's residents, environment, and economy. This program will:

- Provide recycling to ALL Colorado single-family and multi-family homes starting in 2026 at no cost to residents. It will also begin providing some non-residential recycling collections starting in 2028.
- Save municipalities and residents millions of dollars each year. The Colorado Department of Public Health and the Environment (CDPHE) estimated that the cost savings for the City and County of Denver will be \$16.3 million by 2035.
- Create a stable funding source to expand recycling infrastructure statewide.
- Enable Colorado to recycle an additional 410,000 tons of valuable materials each year on top of the state's existing baseline for a total of 720,000 tons annually by 2035.
- Add 7,900 recycling-related jobs by 2035.
- Reduce annual greenhouse gas emissions equivalent to removing 278,000 cars from the road each year.
- Reduce the production of unnecessary and non-recyclable packaging that congests Colorado's waste systems and pollutes our shared environment.

¹ House Bill 22-1355. <https://leg.colorado.gov/bills/hb22-1355>

Circular Action Alliance (CAA), Colorado’s Producer Responsibility Organization (PRO) in charge of implementing the program, is comprised of consumer goods brands like Coca-Cola, Pepsi, Danone, Walmart, Amazon, and more that operate in Colorado. CAA will reimburse the costs of collecting, transporting, and processing recyclable materials, as well as recycling education, recycling infrastructure developments, and recycling service expansion.

What Colorado Municipalities Need to Know about EPR

Providing free recycling access to all Coloradans is a considerable undertaking. By 2026, CAA will be able to start reimbursing for recycling more easily and quickly in communities that have organized recycling systems. Communities that do not currently have recycling for residents or that have open-market waste collection systems pose a bigger challenge, and it may take longer to add recycling access to these communities.

The law was intentionally written to allow Colorado communities to continue to be able to choose their level of engagement in recycling services. Local governments may choose to run their own hauling service, contract for hauling services, pass ordinances around recycling and materials management, or take no action on recycling. Local governments and waste haulers are not required to provide recycling services under the program. However, participation is required to be eligible for reimbursement of costs.

Through the Producer Responsibility for Packaging program, the state will establish a uniform “minimum recyclable list” of materials that will be readily recyclable across the state. A common barrier to successful recycling programs is confusion over which materials are recyclable, and this list will help reduce confusion.

Actions Municipalities Can Take Now to Maximize Benefits

In addition to saving money for local governments by providing reimbursement for recycling programs, Colorado’s Producer Responsibility for Packaging program will help local governments reduce greenhouse gases and meet their sustainability goals by significantly expanding access to recycling. Municipalities across Colorado are acting now to position themselves to benefit from Producer Responsibility.

Policy Actions:

- **Equal Space Ordinance:** Adopt a building code that requires new or remodeled commercial and multifamily buildings to have sufficient space for recycling and composting along with trash bins. A common barrier to recycling at multifamily complexes and commercial properties is not having space for proper collection of materials.

- **Hauler Licensing and Reporting:** Require waste, recycling, and compost haulers to be licensed and report data about the types and amounts of material they haul and where the material is delivered. Having waste generation data is the first step towards being able to make informed decisions about how to reduce waste, and very few municipalities in Colorado have that information. Additionally, a licensing program can ensure that haulers operate within their jurisdiction, have insurance, follow appropriate safety standards, provide recycling educational materials for customers, and establish a regular line of communication with the local government.
- **Pay-As-You-Throw pricing:** Adopt a pay-as-you-throw (or volume-based pricing) ordinance that financially incentivizes residents to reduce the amount of trash they throw out by charging them less for smaller trash bins and providing recycling bins at no additional cost. Compost bins may also be provided at no additional cost or a discounted rate. Decades of research have shown that pay-as-you-throw ordinances are one of the most effective policy levers to reduce trash and boost waste diversion rates.
- **Organized Hauling Contract:** Adopt a municipal contract with a hauling company or companies to provide trash and recycling services to all single-family homes in a community. When a municipality negotiates a contract for hauling services, it provides equitable access to the service at a generally lower cost than if residents contract the service individually.

Non-policy Options:

- **Stay in the Loop:** Sign up for email updates from [CDPHE's Hazardous Materials and Waste Management Division](#) and [Circular Action Alliance](#).
- **Provide Education:** Local governments can play a big part in educating residents about why waste diversion matters, what can and can't be recycled, and updates on Producer Responsibility through updating their website, tabling at events, offering webinars or trainings, sending regular updates through newsletters, and social media. Local governments can create or update their recycling education webpage to include information about Colorado's Producer Responsibility program. If a community is considering contracting for hauling services, they may want to include requirements for the hauler to provide educational materials to residents.

Additional Resources:

- [CDPHE's Webpage](#). This webpage includes information on the program's advisory board meetings, technical working group meetings, the statewide Needs Assessment, and more.

- [Circular Action Alliance's \(CAA\) Colorado webpage](#). CAA is the Producer Responsibility Organization (PRO), which is comprised of brands that will pay into the system. CAA is the PRO for several other states that have enacted EPR policies.
- [Recycling for All Coloradans webpage](#). The Recycling for All Coloradans webpage contains frequently asked questions, infographics, letters of support, and downloadable one-page explainers.
- [Eco-Cycle's webpage](#). Eco-Cycle, a Boulder-based nonprofit, provides a webpage with a digestible overview of Colorado's Producer Responsibility program.