



REQUEST FOR PROPOSALS

TITLE:

**Solid Waste and Recycling Services
Town of Johnstown, Colorado**

ISSUED ON: 5/14/2021

PROPOSALS DUE: 6/3/2021

TENTATIVE AWARD DATE: 6/21/2021

**COMPLETE PROPOSAL CAN BE FOUND ON
<https://johnstown.colorado.gov>**

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Johnstown, CO 80534

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Section I. Background, Overview, and Goals

A. Background

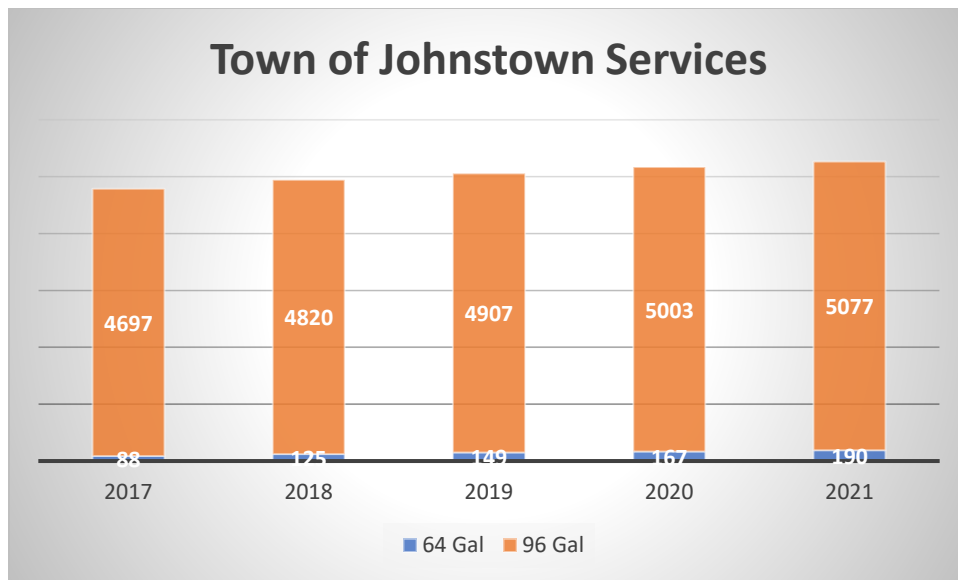
Situated in Northern Colorado, the Town of Johnstown, Colorado is strategically located primarily adjacent to I-25. The Town has a population of approximately 17,500 residents, around 5,300 households including multi-family which are currently not served by the current and provides a wide range of services and amenities. Encompassing more than 15 square miles in area and a Growth Management Area of approximately 44 square miles, Johnstown has ample room to grow in both size and population.

Johnstown is a home rule municipality, Council/Manager form of government with more than 60 employees to serve its citizenry. The Town is a full-service municipality providing a high level of these core services and operates and/or owns several public facilities like the newly constructed Johnstown YMCA Recreation Center, Town Senior Community Center, Historical Museum, and the Johnstown Cemetery. While historically an agricultural Town, the community is rapidly growing and welcoming new residents and commercial development along the I-25 corridor that is helping to create a balanced, sustainable, and healthy local economy

B. Overview

The Town currently contracts with one provider to collect and dispose of residential solid waste with recycling being an additional service managed directly by the Contractor. The current contract commenced September 1, 2011 for a 5-year service term and was amended in 2016 for an additional 5-year service extension.

The Town’s current Contract for solid waste and recycling provides services to approximately 5,300 residential customers with trash pick-up occurring every Monday and recycling pick-up occurring bi-weekly on the same day. The primary trash can size offered to residents is 96 gal with Seniors being offered the option of a smaller 64-gallon trash can at a reduced rate. The Contract also includes curb side Christmas tree pick up and services provided for a minimum of one Spring Clean Up event a year.



The current Contract does not provide recycling, additional waste totes, dumpsters, Large item pick up or commercial customers as part of the Town services however the option is available for these services to be coordinated directly between the Customer and Contractor.

C. Goals

The goal of the RFP is to provide services that effectively collect and dispose of solid waste and recycling in a manner that is consistent with applicable State, Federal and local laws and regulations, while maximizing the fullest recovery of recyclable materials possible with the least impact on the environment and in a cost-effective manner so as to enhance the safety and aesthetics of the Town.

Objectives to achieving this goal include:

- Encourage and facilitating the recovery, reuse and recycling of material within the waste stream;
- Minimizing the rate of waste generation through education and source reduction;

The selected Contractor will work closely with the Town to achieve these goals.

Section II. Scope and Requirements

A. SCOPE OF SERVICES

The town is requesting proposals from qualified Contractors to provide the following services for the collection and disposal/processing of solid waste and recycling materials from residences and municipal buildings located within the Town limits.

The Contractor shall furnish all labor, materials and equipment and perform all work necessary for the collection and disposal/processing of solid waste and recycling materials for approximately 5,300 residential customers in the Town. Annual increases to the Contract of approximately 100 units are expected.

The Contractor shall collect and dispose of solid waste at least once each calendar week as well as provide single-stream, curbside recycling services every two (2) weeks on the same day of the week solid waste is collected.

All collections shall be day-certain. The vendor shall establish routes for the collection of solid waste and recycling. The vendor's collection schedule and collection routes shall be filed with the Town. The only exceptions shall be during those weeks in which (i) a designated holiday occurs; or (ii) in emergency situations as determined by the Town. If a holiday falls on the weekend, there will be no delayed collection. If a holiday falls during the week, collection will be delayed by one (1) day all week through Saturday.

B. PROGRAM

During the initial terms of the Agreement, the Contractor will provide residential curbside services per the options described below at a base rate to be determined per home per month, without additional fuel charge.

1. Option 1: (1) 96-gallon tote for trash, and (1) 96-gallon tote for recycling
2. Option 2: (1) 64-gallon tote for trash, and (1) 96-gallon tote for recycling

For the purposes of providing a cost information for the RFP submittal, the Contractor shall include a monthly base rate for each Option assuming 5300 total residents served with 85% utilizing Option 1 and 15% of utilizing Option 2.

The Contractor shall deliver the tote(s) to the residence at no cost or deposit and shall replace any lost, stolen, or damaged totes at no additional cost. All tote(s) shall be delivered by no later than August 30, 2021. Additional container requests are subject to the Additional Container Sales Program (below).

C. RECYCLING OPT-OUT

Contractor must allow residents to opt-out of the recycling program for a minimal reduced fee of \$2.00 per month. Residents are allowed to opt back into the program upon request at any time during the year.

D. ADDITIONAL CONTAINER SALES PROGRAM

The Contractor shall establish a program whereby it provides additional solid waste and recycling containers for sale to customers. The containers shall be available for purchase in at least two sizes: 64- and 96-gallon capacity and costs for each shall be included in the RFP submittal. The containers shall be extruded plastic and bear the name and phone number of the Contractor. The Contractor shall be responsible for delivering the container to the customer. Any delivery costs should be included in the price of the container.

The Contractor shall bill the customer directly for the container and for any monthly service charge. The Contractor is encouraged to provide some type of payment plan to spread the costs of the containers over a number of months. The Town shall not bear the cost of any additional containers purchased by customers and shall not be liable for any non-payment by customers. The service of providing extra containers to residents will be released upon completion of the Agreement with the Town.

E. YARD WASTE COLLECTION OR COMPOST

Provide information if the Contractor has an established program whereby it provides yard waste or compost collection services to customers. If available the service shall be provided to residents for a negotiated fee separate from the contract but included for reference in the RFP submittal. The program containers shall be extruded plastic and bear the name and phone number of the Contractor. The Contractor shall be responsible for delivering the containers to the customer. Any delivery costs should be included in the negotiated price.

The Contractor shall bill the customer directly for any monthly service charge. The Contractor is encouraged to provide some type of payment plan to spread the costs over a number of months. The Town shall not bear the cost of any additional services purchased by customers and shall not be liable for any non-payment by customers.

F. LARGE ITEM/BULK WASTE PICKUP

The Contractor shall establish a program whereby it provides large item pick up as a separate service option to Customers. These additional large item pick-ups, if any, are to be scheduled by customers—not the Town. The Contractor shall bill the Customer directly for large item pick up at a cost to be determined per type of large item. Large items to be included in the program but are not limited to are furniture, mattresses, piles of wood etc. It is up to the discretion of the Contractor whether to include appliances, e-waste and tires as part of the program. The Contractor shall be responsible for providing a rate plan for the different types of large item pick-up available and include it for reference as part of the RFP submittal. The Town shall not bear the cost of large item pick-ups requested by Customers and shall not be liable for any non-payment by customers.

The Contractor shall report the number of times large item pick-up service is used (as scheduled by and paid for by customers) as well as all tonnage collected from the programmatic service, in the format requested by the Town, on a quarterly basis.

G. EMERGENCY AND DISASTER SERVICES

The Town may request, and the Contractor shall agree, to additional collections, as reasonably necessary, during a declared emergency or disaster in the Town. The cost of this service will be mutually negotiated between the Contractor and the Town. The Town shall not be required to award such work to the Contractor and may select one or more other vendors to perform such work.

H. SERVICES FOR TOWN

The Contractor shall furnish all labor, materials and equipment to perform all work necessary for the collection and disposal/processing of recyclable materials at the events and facilities below.

Changes in the number of containers and/or the frequency of collection may be adjusted as deemed necessary by the Town. Reasonable cost for changes in service will be negotiated as they occur.

Town Sanctioned Events

1. Spring Cleanup Event
 - Provide a minimum of two (2) rear load trucks on site with one driver and one helper in each truck (two personnel) at no additional cost to perform service for a single Saturday in the Spring designated by the Town. From the hours of 8am to 2pm. Truck will be available for rotation during these hours of service
 - Town will designate the Saturday with thirty (30)-day notice of event to Point of Contact indicated in Proposal
2. Curbside Christmas Tree Pick-Up
 - a. The Town offers curbside Christmas Tree pick-up to its residents for the regularly scheduled solid waste pick up date during the month of January
3. Waste and recycling containers for special events.
 - a. Per the request of the Town additional roll off dumpsters and containers may be requested for special events. Costs for these additional containers shall be included for reference as part of the RFP submittal
 - b. Town will notify the Contractor with thirty (30)-day notice of event to Point of Contact indicated in Proposal

Minimum Service Levels

Services for facilities shall be essentially the same as that provided for residents at the frequency listed in the table below.

Location	Solid waste Container	Recycling Containers
Town Hall: 450 S. Parish Ave,	(1) 3 yard roll off	(1) 3 yard roll off
Senior Center – 101 Charlotte St.	(1) 3 yard roll off	(2) 96 Gal Totes
Town Museum	(1) 96-Gal Tote	(1) 96-Gal Tote
Public Works 201 S. 1 st Place	(1) 30 yard roll off	(1) 3 yard roll off
Police Department 430 S. Parish Ave	(1) 3 yard roll off	(1) 3 yard roll off
Cemetery 23101 County Road 13	(1) 3 yard roll off	
(3) Treatment Plants?	(1) 3 yard roll off	(1) 3 yard roll off

I. CUSTOMER SERVICE

The Town is committed to providing excellent customer service to its residents. The Contractor will be responsible for maintaining this commitment to excellence by providing all customer service functions

including handling Customer requests and resolving complaints. The Contractor shall include information for methods and timeframes for communicating with Customers as well as a copy of their customer service philosophy. One person with the authority to resolve complaints shall be assigned by the Contractor to represent and communicate with the Town. This section describes the minimal customer service required and shall not limit the Contractor from providing expanded customer service.

Staffing

The Contractor shall provide full time oversight of the Town's Program to ensure quality service is provided to Customers. The Contractor shall maintain an office equipped with telephones, computers with email and be staffed with sufficient personnel to effectively handle complaints and inquiries and receive instructions. The Contractor shall provide dedicated staff to handle phone calls and emails from Customers. The office shall be staffed by a live person, Monday through Friday, except for the legal holidays.

Responding to Customer Calls

The Contractor will receive customer service inquiries, complaints, requests for extra collection and requests for large item pickups and other issues by both phone and email. All phone calls shall be answered by a live person during office hours with overflow calls going into a voicemail answering system. A voicemail system or answering service shall be operative during all non-office hours. Customer service staff shall be accessible via email during office hours, and the Contractor's system shall receive email during non-office hours for review and response during office hours. The Contractor shall promptly address all voicemails and emails within two (2) business days.

Documentation of Customer Calls

The Contractor shall develop and use a database for tracking Customer issues. The database will include all Customer communications regarding complaints, inquiries, service requests and other issues. The Contractor shall input all required fields, and update notes, comments, and issue resolutions as appropriate. The Town shall be able to view the database at any time to track and review all customer complaints and resolutions

J. PUBLIC INFORMATION AND EDUCATION

The Contractor will work with the Town's Communications Department to develop and distribute information to Customers about the Program. The Contractor will disseminate public education materials on a quarterly basis to encourage waste reduction and recycling. All materials sent to the public must be reviewed and approved by the Town's Communication Division.

The Contractor shall not mail/electronic mail/phone message any educational/emergency alert materials to Town residents or Customers without prior approval (in emergency situations – just notice is required) from the Town Communications Office. A representative authorized to make decisions and act on the Contractor's behalf, accessible to the Town twenty-four (24) hours a day via email or a non-toll call from the Town;

The following is a minimum list of public education materials the Contractor shall provide. Contractors are encouraged to itemize additional public educational tools and concepts above this minimum list in their Proposals.

Customer Education

The Contractor shall work with the Town to promote waste reduction and other topics to Customers at no additional cost. Customer education efforts may include, but are not limited to, brochures, signs, videos and presentations to classes and community groups.

Provide Industry Related Information

The Contractor shall provide the Town industry-related information or educational materials for Town publication or distribution and assist in the development of brochures, flyers and articles upon the request of the Town.

Community Events

The Contractor shall participate in Town-sponsored community events during the term of the contract. Approximately two to three events per year are anticipated. Participation will likely include, but is not limited to, staffing information booths, displaying trucks and equipment and providing information material.

K. REPORTING REQUIREMENTS

The Contractor shall create, collect and maintain all records required by the federal, state and local governments regarding waste management services and other records as specified below. All reports shall be in an electronic format (e.g., MS Excel) and should be submitted electronically to the Town. The Contractor and Town will meet monthly, or at a regular scheduled interval determined by the Town, to discuss the reports and general operations.

Monthly Reports

The Contractor shall provide to the Town report once a month after services are provided that includes the following:

1. Certified monthly weight slips with the date, time, collection route, driver's identification, vehicle number, tare weight, gross weight and net weight for each loaded vehicle.
2. Tons of solid waste, recycling, yard waste/compost if applicable, bulk waste, appliances, and electronics, (recycling should be broken down by commodity).
3. Copy of each complaint received directly by Contractor.
4. Purchased cart inventory list for each month

Annual Program and Material Report

The Contractor shall provide the Town an annual program report. The annual program report is an overall summary of the program from the previous year. The report should include:

1. Tons of solid waste, recycling, yard waste/compost if applicable, bulk waste collected.
2. Trends in the solid waste industry.
3. Recovery rates (i.e., pounds per household).
4. Participation rates.
5. Efforts the Contractor has made to reduce waste and increase diversion.
6. Any Contractor plans to improve the Town's program.
7. List of large item collection performed

Annual Performance Review Meeting

Upon receipt of the Contractor's annual report, the Town shall schedule an annual meeting with the Contractor. The objectives of this annual meeting will include, but not be limited to:

1. Review of the Contractor's annual program report.
2. Review the Contractor's performance based on feedback from Customers to Town staff.
3. Review the Contractor's annual progress on reducing greenhouse gas emissions from its activities under this contract.
4. Review the Contractor's recommendations for improvements to the Town's program, including enhanced public education and other opportunities.
5. Review staff recommendations for improving the Contractor's service.

L. PERIOD OF AWARD

The effective date of providing the required product and services shall be from September 1, 2021 through August 30, 2024 and may be renewable at term negotiated by the Town.

If the Town desires to extend the Agreement, not later than ninety (90) days prior to expiration, the Town shall send a notice in writing to the awarded proposer requesting firm pricing for the next agreed upon period.

Section III. Proposal Response Format

Following are the response requirements for this RFP. Proposers shall submit the proposal fully and in the order listed in this section. All specific response format items represent the minimum information Proposers must submit. At the Town's discretion, deletions or incomplete responses in terms of content or aberrations in form may render a proposal non-responsive.

Proposal submission will include:

- One Original version of proposal, saved as a single .pdf file.
- If desired: One Public Viewing version of the proposal identified "FOR PUBLIC VIEWING", in accordance with the procedure in Section IV, M of this RFP, saved as a single .pdf file.

Proposals that are at a variance with these submission requirements may not be accepted.

Response Format

The following items must be included in your proposal in the order listed. Deviation may render your proposal non-responsive.

1. **Cover Letter:** Include a cover letter introducing your company, summarizing your qualifications, and detailing:
 - a. Principal contact person for this RFP, including address, telephone number, email, and website address.
2. **Contract:** A sample copy of an Agreement with a similar scope and size community shall be submitted with the RFP. The Town reserves the right to review and negotiate the sample Agreement provided prior to the RFP Award
3. **RFP Exceptions:** Any exceptions to the RFP no matter how slight, must be detailed and provided in the RFP response. Significant exceptions may make your proposal nonresponsive. If variations are not stated in your proposal, it shall be construed that the proposal fully complies with the specifications, terms and conditions, and solicitation documents.
4. **Use of Subcontractors/Partners:** There may be areas for use of subcontractors or partners in this project. If you are using this approach, your proposal must list:
 - a. The subcontractors/partners.
 - b. Their area(s) of expertise.
 - c. All other applicable information herein requested for each subcontractor/partner.

The Town will contract solely with your company; therefore, subcontractors/partners remain your sole responsibility.

5. **Company Information**
 - a. Provide the following information: Company Name, Address, Phone Number, and Names of Principals.
 - b. Identify the year in which your company was established and began providing the services specified in this RFP.
 - c. If you have ever done business with the Town, list the project name, project manager, and project dates.

- d. Provide a comprehensive listing of all the services you provide.
- e. Describe any pending plans to sell or merge your company.
- f. Identify any lawsuits or litigation, past or present, that your firm has been a party to in the last 3 years

6. Evaluation Criterion #1 – Approach to Scope

- a. Discuss your approach, methodology and techniques to complete the work as specified herein. This should be specific, logical and organized. Address your capability to communicate findings and recommendations clearly and succinctly.
- b. Describe any project approaches or ideas that you feel enhance the quality of your services.
- c. Describe your proposed timeline/schedule for the work plan, the time of major events and activities, and a description of deliverables.
- d. Discuss your ability to manage the work plan effectively and assure the successful fulfillment of its duties. Describe how your team will handle quality control.

7. Evaluation Criterion #2 – Company and Personnel Qualifications

- a. Specify the professional staff that you would assign to the Town of Johnstown’s account by name, title, and work location. Attach brief professional experience and qualifications for each. Identify each individual’s roles and responsibilities.
- b. An organizational staffing chart listing the specific staff employees who will be assigned to manage the Program
- c. Identify the person who would be the day-to-day contact for the Town.
- d. How long has your company performed the services requested herein?
- e. Provide information for at least three accounts of similar scope. Include, at a minimum: 1) company name, 2) contact name, 3) phone number, 5) email address, 6) brief description of project scope and value, 7) status of project.

The Town reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

- f. Describe the company's disaster recovery plan as it relates to the equipment, software, and personnel that would be used to provide the services described in this RFP.

8. Evaluation Criterion #3 – Value/Cost of Efforts

- a. Provide a cost for the services identified in Section II subsections B, D, E, F and H with products broken down per task identified under the Scope of Services.
- b. If using subcontractors or partners, list subcontractor or partner costs as separate items.
- c. Fees must be a fixed price for the initial year of the Agreement term. Each subsequent year the Town will consider a base rate adjustment of no more than the annual increases in excess of the lesser of 3% or the Denver/Boulder CPI Consumer Price Index.

Section IV. Evaluation and Selection Process

The Town will conduct the selection process. All Proposals will be reviewed and evaluated by a Selection Committee named by the Department Head responsible for overseeing the bid. Outside agencies may participate in the review process as well. The Town reserves the right to request clarification or additional information from individual Proposers.

The Selection Committee will select the Proposal and Proposer deemed to be the best value for the Town, in the Town's sole discretion. In addition to the criteria stated here, the Town's determination may consider, without limitation, the Bidder's financial resources, ability to comply with all legal and regulatory requirements, ability to perform the work and complete the project on time, history of performance, reputation, ability to obtain necessary equipment, data, and facilities, and any other factor deemed important by the Town, including location within the Town.

Each Proposal will be evaluated based on the information provided to meet the evaluation criteria provided in Section III and as listed below:

1. Program/Project Work Plan including strength of operational qualifications of the Proposer to meet the requirements of the Town's Program/Project.
2. Customer Service Plan.
3. Past and current performance and capabilities of the Proposer on other similar Agreements in terms of quality of services provided. References provided by the Proposer will serve as the basis for this criterion.
4. Qualifications of the Proposer's key personnel and management approach.
5. Cost.

The Selection Committee may select a short list of finalists to present their concepts to the Selection Committee. As part of the evaluation process, the Town may interview some, but not necessarily all, of the Proposers. The Selection Committee may present proposals and make recommendations to the Town Council (including without identifying the Proposer). Presentations from Proposers directly to the Town Council are not anticipated.

With input from the Town Council, the Selection Committee will select the Proposal determined to be the best value by the Town in its sole discretion and commence negotiation with the selected Proposer. Selection of any Proposer and execution of the Agreement is dependent on approval in accordance with applicable Town laws and policies, including approval by the Town Council, and the Town's receipt of any required Certificates of Insurance and applicable endorsements. If an agreement cannot be reached with the selected Proposer, the Town may initiate negotiations with another Proposer, cancel the RFP, or take any other action available.

Section V. Administrative Information

A. Process Subject to Purchasing Policy

The Request for Proposal process shall be conducted subject to the Purchasing Policies section of the Financial Policies published December 2019.

B. Issuing Department

The Towns Deputy Public Works Director is to be the sole point of contact concerning this RFP. Proposers shall not directly contact other personnel regarding matters concerning this RFP or to arrange meetings related to such.

C. Governing Laws and Policies.

Procurements are governed by state law and the Town's Purchasing Policies further establish requirements for the Town's purchasing activities. Proposer shall familiarize themselves with the provisions of the laws of the State of Colorado and the Federal Government, and with all local laws and all regulations made which are pertinent to the proposed work and shall comply with the same.

D. Equal Opportunity

Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin, or other reason prohibited by applicable federal, state or local law, ordinance or regulation. Proposer shall abide by all federal laws in effect during the Agreement period which govern Equal Opportunity Employment.

E. Conflict of Interest

No officer, employee or official of the Town shall participate in a transaction, contract, activity, or service of the Town which has a direct or predictable effect on their financial interests or the financial interests of an immediate family member. This also applies to subcontracts with the Town. 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 Town of Johnstown is prohibited.

F. Official Means of Communication

All official communication from the Town to Proposers will be via postings on an electronic solicitation notification system, Rocky Mountain E-Purchasing System (RMEPS), bidnetdirect.com/. The department head responsible for overseeing the RFP will post notices that will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of award. It is incumbent upon Proposers to carefully and regularly monitor the RMEPS for any such postings.

Inquiries

Prospective Proposers may make written inquiries by email before the written question deadline concerning this RFP to obtain clarification of requirements. The Town will not accept inquiries after the deadline. Send inquiries regarding this RFP to:

Email: ehilbig@townofjohnstown.com

Subject Line: RFP- SOLID WASTE AND RECYLCING SERVICES

The Town will publish responses to Proposers' inquiries as an addendum on RMEPS in a timely manner. Proposers cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFP.

Should any interested proposer, sales representative, or manufacturer find any part of the listed specifications, terms and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the department head responsible for overseeing the RFP of such matters immediately upon discovery.

G. Local Purchasing Preference

If a local bidder is within five (5%) percent of the lowest bid from an out-of-town bidder on a construction or other formally bid project from \$0.00 - \$4,999.99, two (2%) percent on such project(s) from \$5,000.00 up to \$999,999.99, and within one percent on such project(s) from \$1,000,000.00 up to \$5,000,000.00, then the local bidder will be awarded the bid unless otherwise provided in this section.

The local purchasing preference policy shall not apply in the following instances:

1. When purchases and/or contracts are funded in whole or in part by federal funds;
2. When purchases are more than \$5,000,000.00;
3. When purchases are not required to be formally bid, such as sole source procurements, emergency procurements and any other such procurements as defined in the Town procurement policy or the Town emergency management policy;
4. When professional services are procured through the issuance of requests for qualifications and/or requests for proposals, including design-build contracts; or,
5. When such preference is in conflict with any applicable state or federal laws, rules or regulations.

The local purchasing preference policy shall not apply to private construction projects financed with public assistance, including, but not limited to, tax increment financing, redevelopment projects and enterprise zone redevelopment.

“Local” is defined as a business operating within the corporate limits of the Town of Johnstown, with the majority of its primary business operations, including, but not necessarily limited to, production, operation, purchasing, billing, marketing, management, administration and ownership, occurring within the town limits. “Local” shall not include the following:

1. Those businesses with only a local Johnstown post office box;
2. Those businesses with a sales presence in the Town, but no physical business location within the Town limits.

Home based businesses that merely take orders for products shipped from out of town to their customers. Exceptions will be considered on a case-by-case basis when a written request is submitted to the Town Manager.

Notwithstanding the foregoing, the local bidder must otherwise meet all qualifications and procurement policy requirements of the Town, including, but not limited to, the “best bid” requirements, in order to be awarded a bid under this section.

H. Insurance

The awarded proposer will be required to, at its own cost, secure and continuously maintain through the term of the Agreement the minimum insurance coverages listed below, with forms and insurers acceptable to the Town. In addition, the awarded proposer will be required to maintain such coverages for the insurance listed in paragraphs 1, 2, 3 and 4 below for two additional years.

1. General liability. The selected Proposer shall maintain including contractual liability, of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorney's fees and defense cost. Coverage shall include bodily injury including accidental death, property damage, personal injury, and contractual liability.
2. Products and Completed Operations Insurance. Products and completed operations insurance insuring against any liability for bodily injury or property damage caused by the completed Services, with a combined single limit of at least One Million Dollars (\$1,000,000).
3. Comprehensive Automobile Liability with minimum limits for bodily injury and property damage coverage of at least \$1,000,000 per each occurrence plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of awarded Proposers owned, hired or non-owned vehicles assigned to or used in performance of the Agreement.
4. Professional Liability/Errors and Omissions. The selected Proposer shall maintain errors and omissions insurance in the amount of \$1,000,000.
5. Workers' Compensation & Employer's Liability: The selected Proposer shall maintain the following during the life of the Agreement for all employees engages in services performed under the agreement
 - a) Workers' Compensation insurance with statutory limits as required by the Workers' Compensation Act of the State of Colorado.
 - b) Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.

The Town, its officers, agents and employees shall be named as additional insureds on the selected Proposers general liability and comprehensive automobile liability insurance policies to ensure coverage on any claims arising out of services performed under an Agreement. The required professional liability and workers' compensation policies or coverages shall not contain endorsements including the Town, its officers or employees as additional insureds.

As evidence of the insurance coverages required by the Agreement, before beginning work under the Agreement, the awarded proposer shall furnish certificates of insurance certifying that at least the minimum coverages required here are in effect and specifying the liability coverages. The certificates of insurance shall show the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement: "The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the Town of Johnstown."

Only insurance written by insurance companies authorized to do business in Colorado complies. If awarded proposer is self-insured under the laws of the State of Colorado, awarded proposer shall provide appropriate declarations and evidence of coverage.

Awarded proposer shall not cancel, change, or fail to renew required insurance coverages. Awarded proposer shall notify Town of any reduction or exhaustion of aggregate limits, which the Town may deem to be a breach of the Agreement.

In case of the breach of any provision of the Insurance Requirements, the Town, at its option, may take out

and maintain, at the expense of the Proposer, such insurance as the Town may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Proposer under an Agreement.

In the event any work is performed by a subcontractor, the selected Proposer shall be responsible for any liability directly or indirectly arising out of the services performed under an Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

I. Confidential/Proprietary Information

The Town of Johnstown is subject to public information laws, which permit access to most records and documents. The Town neither requests nor encourages the submission of confidential/proprietary information in response to this RFP. All proposals will be confidential until the Town awards and fully executes an Agreement with the successful Proposer. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential.

Proposers can make a request for confidentiality to the Department Head responsible for overseeing bids if the submission is in accordance with the following procedure. This is the *sole responsibility* of the proposer. The Department Head is not required to attempt to cure any information that is at a variance with this procedure, and the Town may not give the proposer an opportunity to cure any variances after proposal submission. **The Town will not consider a proposal in its entirety nor proposal price information to be confidential/proprietary.** Proposers with questions about the application of this procedure should direct inquiries to the Department Head listed in this RFP.

Procedure for Submitting Proprietary or Confidential Information:

1. The proposer will submit one additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, the proposer will black out all text and/or data that it wishes the Town to consider confidential and denote the information as "proprietary" or "confidential".
2. A written description will accompany the "FOR PUBLIC VIEWING" copy of the proposal identifying the material that the proposer considers proprietary or confidential. Specific reasoning for why each item is to remain confidential, other than recitation of a specific state or federal statute, is required.
3. When a proposer submits a "FOR PUBLIC VIEWING" version of their proposal, that version will be open to the public while the Town will maintain the original version of the Proposers proposal as confidential material.

The Department Head may declare a proposal that is at variance with this procedure non-responsive and such proposal may not be considered.

J. Addenda

Any explanations or corrections shall be made as Addenda to the documents and shall be published on RMEPS for all prospective Proposers. Oral explanations and interpretations made prior to the Proposal Due Date and Time will not be binding.

K. Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by the proposer prior to the established due date and time.

L. Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The autographic signature of a person legally authorized to execute contractual obligations on behalf of the proposer shall indicate acknowledgment of this condition. A proposal in response to this RFP acknowledges acceptance by the proposer of all terms and conditions as set forth herein. The proposer shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. The Town will deem a failure to waive any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

M. Acceptance of Proposal Content

The contents of the proposal (including persons specified to implement the project) of the awarded proposer shall become contractual obligations into the Agreement award. Failure of the awarded proposer to perform in accordance with these obligations may result in cancellation of the award and the Town may remove such proposer from future solicitations.

N. RFP Cancellation

The Town reserves the right to cancel this RFP at any time, without penalty.

O. Negotiation of Award

In the event that the Town only receives one responsive proposal, the Town reserves the right to negotiate the award for the services with the proposer in lieu of accepting the proposal as is.

P. Proposals

1. **Irregular Proposals:** Proposals may be rejected if they show any omission, alteration of form, additions not called for, conditional Alternates, or irregularities of any kind which, in the opinion of the Town, tend to make the proposal indefinite or ambiguous. The Town will reject proposals with prices which are obviously unbalanced as determined by the Department Head responsible for overseeing the bid. Agreements will be awarded only to responsible Proposers capable of performing the class of work contemplated.
2. **Collusion:** Proposals will be rejected if there is reason for believing that collusion exists among the Proposers.
3. **Qualification of Proposers:** For certain projects, the Town may require potential Proposers to submit information regarding the Proposers qualifications in addition to the information provided in the Proposal Submittal documents. The requirement for such information will be identified in the Request for Proposal or elsewhere in the Proposal Documents. Any information requested by or on file with the Town may be used to qualify or disqualify potential Proposers.

Q. Standard of Conduct

The awarded Proposer shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.

The Town may request that the awarded Proposer immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.

2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the Town.

Agents and employees of the awarded Proposer working in Town facilities shall present a clean and neat appearance. The Town reserves the right to require each employee of the awarded proposer working in a Town facility to wear an ID badge or uniform identifying: the company by name, the first name of the employee, and a photograph of the employee if using an ID badge. In these instances, each employee shall wear or attach the ID badge to the outer garments at all times.