



**TRASH REMOVAL, SINGLE STREAM RECYCLING AND
COMPOSTING SERVICE**

REQUEST FOR PROPOSAL NO. 2616-15

Date of Issue: May 7, 2015

Proposal Closing Date: May 28, 2015 at 2:00 p.m.

Proposal to be returned PRIOR TO time and date above.

Requests for clarification must be submitted

no later than: May 20, 2015 at 3:00 p.m.

**RETURN TO:
Aurora Public Schools
Purchasing Department
80 Airport Boulevard
Aurora, CO 80011
303-326-1988**

VENDOR'S CERTIFICATION

**We offer to furnish to Aurora Public Schools the materials, supplies,
products, equipment and/or services requested in accordance with the
specifications described herein.**

Vendor _____
Address _____
City _____ State _____ Zip _____
Telephone/Fax No. _____
Name _____
Title _____
E-mail _____
By _____
(Authorized Signature)

Receipt of Addenda #1 _____ #2 _____ #3 _____

**Trash Removal, Single Stream Recycling & Composting Service
RFP #2616-15
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**AURORA PUBLIC SCHOOLS
DEPARTMENT OF PURCHASING SERVICES
80 AIRPORT BOULEVARD
AURORA, COLORADO 80011
(303) 326-1988**

REQUEST FOR PROPOSAL

The Aurora Public Schools would appreciate receiving your proposal on:

RFP #2616-15 Trash Removal, Single Stream Recycling & Composting Service

Sealed proposals will be received by Aurora Public Schools in the Purchasing Department, 80 Airport Boulevard, Aurora, Colorado 80011 until **Thursday, May 28, 2015 at 2:00 p.m.**

Any proposals received after the above closing time shall be returned unopened.

The School District does not obligate itself to accept the lowest or any other proposal. The School District reserves sole discretion, to reject any or all proposals, re-advertise for proposals and to waive any or all formalities or irregularities in the proposal process. When considering proposals and determining whether a contract will be awarded and, if so to which vendor, the School District may consider the price and such other factors relating to each proposal as the School District in its sole discretion, deems to be appropriate.

Awards will be made within a reasonable time after the closing of the RFP. Specifications, information and requirements of this RFP are enclosed.

Dated at Aurora, Colorado the Seventh day of May 2015.

Joint District 28J of the Counties of Adams and Arapahoe.

By: Mary Kirschmer, CPPB
Senior Buyer

Vendor Name

I. GENERAL INSTRUCTIONS

1. **RESPONSIVE:** The RFP will be awarded to the most responsive, responsible respondent(s) as determined by the District based upon the evaluation criteria stated herein. Responsiveness to the RFP will be established only if the RFP meets the following requirements.
2. **DUE DATE:** All information requested must be completed and submitted by: **May 28, 2015 at 2:00 p.m. (MDT)**. If the required information is not submitted in a timely manner, the proposal will be deemed non-responsive. **One original and one paper copy of the RFP shall be submitted.** Proposals are due to the Aurora Public Schools Purchasing Department, 80 Airport Boulevard, Aurora, Colorado 80011 by **2:00 p.m. (MDT), May 28, 2015**. Proposals will not be publicly opened but the names of each respondent will be read.
3. **PROPOSAL FORM:** All RFP's must be signed and sealed in the form intended by the respondent. The sealed envelope must be marked **RFP #2616-15 – Trash Removal, Single Stream Recycling and Composting Service**. This sealed bid/proposal must be submitted at vendor's expense to the Aurora Public Schools Purchasing Department on or before the time and date of the bid/proposal opening. Time and validation will occur in the Purchasing Department. **Late bids/proposals will not be accepted.** No oral, telephonic, telegraphic or facsimile responses to informal, formal bids, request for proposals or modifications of any bid will be considered. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this bid/proposal as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements and specifications herein. Any alteration or erasure by the vendor in this proposal may constitute cause for rejection.
4. **COMPLETE RESPONSE:** Bidders must respond in each and every area as specified in the RFP documents, such as implementation, pricing, integration, timing, etc. When more than one solution is offered, each must be completed, and the proposal must be returned in its entirety. Each participating vendor shall provide all of the information requested and any additional information needed for a clear understanding of how all services will be performed. Accuracy of the proposal is the responsibility of the bidder.
5. **PRICES:** Prices must be entered in all designated fields on the price proposal form. Prices may not be increased for the term of the contract. If prices decrease during the term of this contract, the successful vendor must notify

Vendor Name

the district of the lower prices so that all subsequent activity will reflect accurate pricing.

6. **DELIVERY OF SERVICES/PRODUCT:** All proposals shall be quoted **F.O.B. DESTINATION** to the delivery location listed below unless otherwise specified.

Delivery location(s): AURORA PUBLIC SCHOOLS

See Exhibit A for School/Dept. names and locations

7. **PROCESS:** This process is a Request for Proposal/Competitive Negotiation process. The District reserves the right to negotiate on any or all components of each proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such will be kept confidential. The negotiation discussions will be held as confidential as well until such time as the award is completed. All information in the Colorado Open Records Act is a strong presumption for disclosure, merely marking information as confidential is not necessarily sufficient to prevent disclosure. The following information concerning the proposal shall not be considered as confidential commercial information even if it is clearly marked as such: prices, non-financial information concerning compliance with specifications, guarantees and warranties.
8. **DEVIATIONS:** Any deviation from the specifications **MUST** be noted in detail, and submitted in writing on the Bid Form. Complete specifications must be attached for any substitutions offered. In the absence of a specification deviation statement and accompanying specifications, the Bidder shall be held strictly accountable for full compliance with the specifications. Failure to submit a specification deviation statement, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Bids, the Bidder's name must be clearly shown on each document.
9. **CHANGES:** All changes in the Bid documents made by the District shall be through written addendum and furnished to all bidders. All amendments to a bid submitted by a Bidder, if any, made on or before the bid submission deadline shall be submitted to the District in writing.
10. **COOPERATIVE LANGUAGE:** Other governmental agencies may be extended the opportunity to purchase off any Bid with the agreement of the successful vendor and the participating agencies. Due to all the variables in this type of Bid, the District will contact the successful Bidder and make it aware of the interest by another agency (if any). The successful Bidder and the interested agency will then be able to design the successful Bid around

Vendor Name

the parameter, i.e., delivery locations and specialty products. Each agency will then establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments.

11. **ALTERNATE PROPOSALS:** Each respondent may submit alternate configuration or solutions. If a respondent submits alternate solutions, all information required in the proposal submission requirements shall be submitted for each solution proposed.
12. **CLARIFICATION:** All participating vendors shall agree to comply with all of the conditions, requirements and instructions of this proposal as stated or implied herein. Should the District omit anything from this proposal that is necessary to a clear understanding of its requirements, or should it appear that various instructions are in conflict, the vendor shall secure written instructions from the contact specified below. All requests for clarification or questions regarding the RFP shall be submitted to the contact below by **May 20, 2015 at 3:00 P.M. MDT. All questions regarding the RFP must be submitted in writing via-e-mail to: Mary Kirschmer at makirschmer@aps.k12.co.us.**
13. **CONTACT:** All information shall be submitted at the dates and times indicated herein to:

Mary Kirschmer
Purchasing Department
Aurora Public Schools
80 Airport Boulevard
Aurora, CO 80011
makirschmer@aps.k12.co.us

All contacts regarding this request for proposal during the submittal preparation and evaluation period **must** be done in **writing** through the Aurora Public Schools Purchasing Department to the above contacts indicated in paragraph 12 CLARIFICATION.

<p>In the event that a firm has contact with any official, employee or representative of the District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.</p>
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Vendor Name

II. TERMS AND CONDITIONS

1. **ACCURACY:** Participation in this proposal shall constitute a contract, which must be fulfilled by the respondent. Accuracy of the proposal is the responsibility of the respondent. Proposal may not be changed after the proposal deadline time and date. No dollar amount change would be allowed, only clarification.

2. **TERM:** The initial agreement term shall be one year. The District reserves the right to renew and extend the executed agreement(s) pertaining to all prices, terms, conditions, and specifications upon mutual agreement between the District and the selected bidder(s) for up to four additional one year periods, for a total five year agreement term. The District will not allow an increase in rates on renewed contracts for the first three (3) years. The increase (if any), in year four (4) and five (5) are not to exceed the lesser of (i) 5%, or (ii) the consumer price index referenced as the Urban Wage Earners and Clerical Workers CPI-W US CITY AVERAGE as published from time to time by the BUREAU OF LABOR STATISTICS MOUNTAIN PLAINS REGION.

3. **INSURANCE:** The respondent will be required to indemnify and hold the District harmless from suits or actions of any kind, including worker's compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the respondent or his agents. The successful vendor(s) will furnish copies of insurance certificates confirming the following insurance coverage:
 - Commercial general liability with limits of not less than \$1 million per occurrence/\$2 million aggregate;
 - Professional liability insurance with limits between \$2 million per claim and aggregate, if "claims made", coverage is to be maintained for a period of two years beyond the expiration of this contract or a two-year extended reporting period must be purchased.
 - Statutory workers' compensation coverage and employer's liability insurance with limits of not less than \$100,000.
 - Comprehensive automobile liability insurance coverage is also required.

All insurance carriers must have an "AM Best" rating of A-VIII or better. The District is to be included as an "Additional Insured" on the commercial general liability. The District must be notified by certified mail at least 30 days prior to cancellation of any insurance policy. Notwithstanding the preceding, the District may waive or modify these requirements. Such waiver or modification shall not be effective unless made in writing executed by an

Vendor Name

appropriate officer or employee of the District.

4. **NONCOLLUSION:** By submission of the proposal, the respondent certifies that the proposal has been arrived at independently and submitted without collusion with any other respondent and that the contents of the proposal have not been communicated, to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the respondent, and will not be communicated to any person prior to the official opening of the proposal.
5. **GRATUITIES:** Vendors are expressly advised that gratuities are not allowed. District employees may not accept any gift, service, honorarium, stipend or fee, or use their position for private advantage or personal, financial or material gain. The District will investigate reported violations. Vendors, whom the chief financial officer or designee finds to have violated these provisions, may be barred from doing business with the District. Employees may be disciplined according to district policy.
6. **AWARD:** No award shall be made to any person, firm or corporation that is in arrears upon any obligations to the District, or that otherwise may be deemed irresponsible or unreliable by the materials management director or designee. Proposals will be awarded based on the evaluation criteria established in the documentation. Utilizing the request for proposal process, the District reserves the right to select the individual/firm that best meets the needs of the District, taking into consideration supplier qualification, price and overall capability. The materials management director or designee reserves the right to waive any technical or formal errors or omissions and reject any and all bids/proposals, or to make an award, either in whole or in part, by item, category or total, whichever is deemed to be most advantageous to and in the best interest of the District. In compliance with the provisions of Colorado Revised Statutes, Sections 8-17-101 and 102, 8-18-101, and 8-19-101 and 102, preference shall be given to Colorado labor and to resident vendors against nonresident vendors to the extent required by those sections. It is understood and agreed that the District reserves the right to modify conditions, specifications and prices by mutual agreement with the selected vendor.
7. **APPEAL OF AWARD:** Respondents may appeal by submitting, in writing, a detailed request for reconsideration to the District's Materials Management Director within 72 hours after the recommendation of award has been made, provided that the appeal is sought by the Respondent prior to the District finalizing a contract with the selected vendor.
8. **GOVERNING LAW:** Venue for any and all legal action regarding or arising

Vendor Name

out of transactions covered herein shall be solely in the State of Colorado. The laws of the state of Colorado shall govern the transaction.

9. **GOVERNMENT REGULATIONS:** Respondent shall comply with all laws, statutes, ordinances, standards, rules and regulations of all federal, state, municipal and special district governmental authorities that are or may become applicable to any of the services or materials covered under this agreement. Compliance shall also include, without limitation, applicable District policies and records requirements.
10. **TAX:** The District is a political subdivision of the state of Colorado and as such is generally exempt and not liable for any sales, use, excise, property or other taxes imposed by any federal, state or local government tax authority. The District is also not liable for any franchise taxes or taxes related to the income of a contractor. No taxes of any kind shall be charged to the District. Quotations shall not include the cost of any such taxes, including those on any materials, supplies or equipment used or installed in the work. The vendor is hereby notified that when materials are purchased for the benefit of the District, some political subdivisions require the vendor to pay sales or use taxes even though the ultimate product or service is provided to the District. The District will not reimburse these sales or use taxes, nor will any prices be adjusted on account of such taxes. The vendor shall file an "Application for Exemption Certificate" with the Colorado Department of Revenue and submit copies of such certificate to the District upon award of the contract and prior to commencement of any work.
11. **COMPLIANCE:** The respondent agrees to comply with all applicable federal, state, and local laws, regulations, administrative rulings, and codes and secure all necessary licenses and permits in connection with this proposal and any services to be provided hereunder. All materials, supplies and equipment furnished or services performed under the terms of the purchase order or contract issued in response to this proposal shall comply with the requirements and standards specified in the Occupational Safety and Health Act of 1970, 29 U.S.C. SS 651 et seq., and regulations. If applicable, material safety data sheets must be sent with the proposal.
12. **INFRINGEMENT CLAIMS:** The respondent shall defend all suits or claims for infringement of any alleged patent rights, copyright or trade secrets arising under this agreement and shall indemnify the District from loss on account thereof and shall pay any judgments or fees resulting there from, including, but not limited to, royalties, license fees and attorneys' fees.
13. **INDEMNIFICATION:** The respondent agrees to indemnify and hold the District harmless from claims, suits or actions of every nature and description

Vendor Name

brought against it for or on account of any injuries or damages received or sustained by any party or parties, caused in whole or in part by or from the acts of the vendor, its servants or agents. To this extent, the vendor agrees to furnish adequate public liability and property damage insurance, the amount of which will be determined by the District whenever such insurance, in the opinion of the District, is deemed necessary.

14. **HOLD HARMLESS:** The respondent agrees to protect, defend and hold the District harmless from and against any claim or demand for payment or other claim based upon or related to the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of any work covered or materials and equipment furnished under this bid/proposal.
15. **INDEPENDENT CONTRACTOR:** The respondent is an independent contractor, and nothing herein contained shall constitute or designate the respondent or any of its employees or agents as agents or employees of the District.
16. **EQUAL OPPORTUNITY:** In connection with the performance of any work under the bid/proposal, the respondent shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.
17. **CANCELLATION:** The contract may be terminated by either party by giving written notice to the other party no later than 90 calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for six calendar months. If either party is in breach of the terms of the contract, the six calendar month provision may be waived and contract may be terminated by giving thirty days written notice. Under no circumstances will any damages be paid as a result of the termination of this contract. If the vendor exercises the right to terminate the contract early, it cannot bid on future proposals for the period of five years.
18. **APPROPRIATIONS:** Any and all obligations of the District under this agreement are subject to annual budgeting and appropriation by the District.
19. **FORCE MAJEURE:** No default, delay, or failure to perform by either party shall be considered a default, delay or failure to perform, if such default, delay or failure to perform is due to causes beyond either party's reasonable control including, but not limited to: strikes, lockouts, or inactions of governmental authorities, epidemics, war, acts of terrorism, embargoes, fire, earthquake,

Vendor Name

hurricanes or other severe weather conditions, acts of God, or default of common carrier. In the event of such default, delay or failure to perform, any date or times by which either party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay or failure to perform.

- 20. UNDOCUMENTED WORKERS:** The District will not enter into or renew a contract for services with vendors/contractors who knowingly employ or contract with undocumented workers to perform work under the contract or who knowingly contract with subcontractors who knowingly employ or contract with undocumented workers to perform work under the contract. Accordingly, all contracts and purchase orders awarded by the District will contain the following certification:

The vendor/contractor shall not knowingly employ or contract with an undocumented worker to perform work under this contract, or enter into a contract with a subcontractor that fails to certify to the vendor/contractor that the subcontractor shall not knowingly employ or contract with an undocumented worker to perform work under this public contract.

The vendor/contractor has verified or attempted to verify through participation in the United States Citizenship and Immigration Services' Basic Pilot Employment Verification Program (hereinafter referred to as the "basic pilot program") that the vendor/contractor does not employ any undocumented worker. If the vendor/contractor has not been accepted into the basic pilot program prior to entering into this contract, the vendor/contractor shall apply to participate in the basic pilot program every three months until the vendor/contractor is accepted or the contract for services has been completed, whichever is earlier. The vendor/contractor shall not use the basic pilot program to undertake pre-employment screening of job applicants while the contract is being performed.

If the vendor/contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an undocumented worker, the vendor/contractor shall:

- a. Notify the subcontractor and the District within three days that the vendor/contractor has actual knowledge that the subcontractor is employing or contracting with an undocumented worker; and
- b. Terminate the subcontract if within three days of receiving actual notice the subcontractor does not stop employing or contracting

Vendor Name

with the undocumented worker, except that the vendor/contractor shall not terminate the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented worker.

The vendor/contractor shall comply with any reasonable request by the Department of Labor and Employment (hereinafter referred to as the "department") made in the course of an investigation that the department is undertaking pursuant to C.R.S. § 8-17.5-102(5).

If the vendor/contractor violates the provisions of this section, the District may terminate the contract for breach and the vendor/contractor shall be liable for actual and consequential damages.

- 21. CRIMINAL RECORD VERIFICATION:** Successful respondent/vendor will be required to complete criminal record checks on all employees who work on District property for this contract. Employees who have been convicted of a violent or serious felony, including crimes that require registration on the National Sex Offender Registry will not be allowed to work on District property for this contract. Each individual respondent/vendor will be responsible to adhere to any federal, state and local privacy and confidentiality requirements.

Vendor Name

GENERAL INFORMATION

Aurora Public Schools

**Trash Removal, Single Stream Recycling and Composting Service
RFP #2616-15**

Due: Thursday, May 28, 2015 @ 2:00 P.M.

The Adams-Arapahoe School District 28J (Aurora Public Schools) is soliciting proposals from qualified firms to provide **Trash Removal, Single Stream Recycling and Composting Services** to the Aurora Public Schools in accordance with the scope of service specified. Qualified firms that meet all criteria will be considered. This Request for Proposal should not be misconstrued as a formal bid. There is absolutely no commitment to purchase or enter into a formal contract. Upon completion of our evaluation of your proposal, we may recommend that a formal contract be established.

All costs incurred in preparing proposal shall be the responsibility of Offerors.

Vendor Name

SCOPE of WORK

The purpose of this RFP is to contract with a qualified professional contractor to provide Trash Removal (Collection / Disposal), Single Stream Recycling, Composting and Roll-Off Services to various District sites. Term shall be for one (1) year, beginning August 1, 2015, with the option to renew on August 1 of each subsequent year for up to four (4) additional one-year periods. If necessary, the contract may then be continued on a month to month basis until a new RFP process has been completed.

Qualified entities are invited to submit written proposals for consideration in accordance with this Request. These services will be conducted under a contract with Aurora Public Schools, hereinafter referred to as "District" and the contractor entity is hereinafter referred to as "Contractor". Proposals shall include, among other items, a company résumé, references, list of previous services provided by the Contractor; statement of services contract acceptance; and a fee which shall include a schedule of costs. The purpose of the Request for Proposals (RFP) is to provide the District with the assurance that trash removal (collection/disposal), single stream recycling, composting, and roll-off services shall be provided to District areas as indicated in this Request and shall be in compliance with the requirements set forth in this document. All applicable State of Colorado and Federal laws, City and County ordinances, licenses, permits and regulations shall apply to this award and the duration of the agreement.

The actual services to be performed will be determined by the District and shall include, but not be limited, to the following:

A. General Specifications

1. Facilities and Locations:

The District's locations (see Exhibit A and B) require trash disposal, recycling and the option to receive composting services. (No composting locations are designated at this time.) This number is subject to change and the District reserves the right to either add or delete locations and/or frequency of service(s).

2. Performance Schedule:

Provide trash removal, single stream recycling, and optional composting services as specified at each location listed in Exhibit A. Services shall be performed as indicated Monday through Friday, on site designated days of the week, excluding designated District holidays, unless otherwise authorized by District contact person, as granted by written approval.

Vendor Name

District holidays include:

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

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

3. Unforeseen Services:

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

4. Single Stream Recycling:

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

- White or Pastel Office Paper
- Blueprints
- File Folders
- Phone Books
- Pie tins
- Bulk or Junk mail
- Corrugated cardboard
- Brown Paper Bags
- Chipboard (Cereal & Tissue Boxes)
- Aseptic Packaging (Milk & Orange Juice Cartons)
- Magazines, brochures and catalogues
- Newspapers
- Plastic Milk Jugs
- Loose metal jar/can/bottle lids

Vendor Name

- Plastic bottles and containers#1-7
- Detergent containers
- Mixed Rigid Plastics
- Glass Bottles & Jars
- Aluminum Foil
- Empty aerosol cans
- Aluminum or metal soda or food cans

5. Composting Services

If/when the option to initiate composting services is exercised, the Contractor shall accept the following materials (minimum) and shall sort accordingly for decomposition:

- Food Scraps
 - Bread, grains, and pasta
 - Coffee Grounds
 - Dairy
 - Eggshells
 - Fruit (seeds and pits)
 - Leftovers and/or spoiled food
 - Meat (including bones & fat)
 - Seafood (including bones & shells)
 - Vegetables
- Paper Products
 - Coffee Filters
 - Greasy Pizza Boxes
 - Paper cups & plates
 - Paper ice cream bins
 - Paper bags, napkins, tissues, towels
 - Paper take-out boxes & containers
 - Tea bags
 - Waxy milk/juice cartons (no foil liners)
 - Garden Waste

B. Refuse Equipment (Roll-Off), Emptying Schedules, Placement and Access:

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

Vendor Name

Dumpsters for normal refuse, for single stream recycling and composting, at select sites, shall be located in several areas throughout the District, as listed in Exhibits A and B. The dumpsters shall be serviced throughout the duration of the contract as specified in Exhibits A and B, and as adjusted by written mutual agreement. Equipment placement at each location shall be mutually agreed upon by the District and the Contractor in a consistent manner not offensive to the surrounding environment.

The dumpsters provided by the Contractor shall be new or reconditioned at the time of initial installation under this contract. The dumpsters shall be fly, vermin, leak and rodent proof. Dumpsters shall be lockable, locks are not required. The styles of the dumpsters will be approved by the District prior to commencement of the contract. The Contractor will provide examples of dumpsters that are available for the selection process. The style(s) selected will be sited as designated by the District contact.

The District prefers that all refuse containers be painted blue and all recycling containers be painted white; however, the District will permit containers to be painted blue, green, white or any earth tone color, except black. All refuse containers shall be painted the same color and all recycling containers shall be painted the same color, but one distinctly different in color than that of the refuse containers. If deviating from the preferred blue/white color scheme, lids for recycling containers shall be yellow. Recycling container lids of a different color will be considered upon submission, provided that they are a distinctly different color from that of the refuse containers. Dumpsters shall be labeled or signed "For District Use Only" and "No Parking in Front of Container". The refuse containers shall be detachable for hydraulic or mechanical front emptying, with or without skids and/or casters, and of sufficient cubic yardage as specified in Exhibits A and B. Composting receptacles, at sites opting to participate, shall be painted/dyed a distinctively different color from those used for waste and recycling, or have lids finished in a distinctively different color.

Ownership of all dumpsters provided by the Contractor shall remain the property of the Contractor. The Contractor shall have full responsibility for the costs of any damage or loss to its own equipment or property caused by negligence of the Contractor or Contractor's employees. This includes oil leaks from equipment onto District parking lots, sidewalks and driveways. Sanitation services shall be provided by the Contractors.

Any loose items located in the general vicinity of the dumpsters, i.e. refuse that is not in the containers, shall be picked up by the Contractor. The Contractor is responsible for maintaining the area surrounding the dumpsters. This may occur at any location. This may include removal of bulky items;

Vendor Name

however the weight of such items shall be within reason for handling. This situation may occur if the Contractor fails to empty dumpsters by specified times. If necessary, dumpsters must be pulled away from (docks?), buildings and fences to clean and maintain the area. Debris that does not fall into the refuse truck while dumpsters are being emptied shall be swept and raked immediately by the Contractor's employees. The areas surrounding the dumpsters shall be swept and/or raked as a part of normal maintenance. The costs for these services shall be included with the cost in the RFP submittal.

C. Activities Influencing Invoicing

Contractor shall provide separate billing for each site itemized on a single monthly invoice. Monthly invoices shall be sent to:

Aurora Public Schools
Attn: Accounts Payable
15701 East 1st Ave.
Aurora, CO 80011

All roll-off dumpsters shall be weighed as they are emptied. The individual weights shall be recorded and included with the monthly invoice. Weight shall be the determining factor for invoicing for the disposal of the contents of roll-off dumpsters.

In addition to issuing individual site-specific monthly invoices, the Contractor shall also deliver monthly to the Natural and Renewable Resources Coordinator an electronic statement itemizing, for each site and each container, the number of trips performed to haul both waste and recyclables, dates on which each service was performed and costs for each distinct occurrence plus applicable fees and taxes.

Holidays will have an impact on the amount of waste generated. If a dumpster is emptied prior to a holiday, it may not contain any refuse the day after a holiday. The District shall not be responsible for paying for services not scheduled or requested directly from individuals named on the list of District Approved Authorizers which the successful bidder will receive upon award and periodically as deemed necessary by the administering district representatives listed herein. Within one week of receipt of this list, issued by the Natural and Renewable Resources Coordinator, the Contractor shall reference it when processing any and all service requests or changes.

Dumpsters not removed from District locations upon termination of this contract and / or after ten (10) days written notice to the Contractor may be

Vendor Name

removed and placed in storage by the District. All costs to remove and/or store the equipment shall be the responsibility of the Contractor.

D. Equipment and Facilities Maintenance, Replacement and Sanitation

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

The dumpsters shall be equipped with fail safe, hold-open mechanisms on the covers where they currently exist. All containers shall comply with federal and state safety requirements. Industry improvements to dumpsters occurring during the life of this contract shall be incorporated by the Contractor with approval of the District.

Service requests made by approved authorizers to swap dumpsters, of larger or smaller size, shall be performed by Contractor free of charge.

Any and all supplies, services and equipment furnished must comply fully with all applicable federal and state laws and regulations.

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

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

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

Vendor Name

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

E. Requirements

Prior to the approval of the contract by the District, the winning proposer must possess:

- Current Contractor's license for the type of work to be performed
- Business license for the city
- Appropriate Worker's Compensation Certificate
- Appropriate insurance coverage, listed elsewhere in this RFP.

The Contractor and all employees shall be fully bonded. Upon request, contractor must provide names of individuals, DMV license number, Social Security number and date of birth for all staff involved with this contract. At its discretion, the District may elect that security clearance from the Aurora Police Department, issued as it deems appropriate, be obtained for any and all employees involved with this contract. Information will be kept confidential. Employees shall wear a full uniform (shirt with collar and pants) with firm name and individual name clearly visible. Contractor shall provide identification cards/tags for each employee stating Contractor company name and telephone number, name of employee and picture, and employee signature as a minimum security requirement.

TRASH REMOVAL SERVICE

1. The Trash Removal Services shall be considered in conjunction with the single stream recycling and composting program request contained in this package.
2. Trash Removal Services must be completed by 12pm (noon) of scheduled day, unless otherwise noted.
3. By submitting a response, the awarded Contractor confirms their ability to receive lab specimens previously preserved in non-hazardous chemicals/fluids, and after fluids drained, in with the regular waste stream.
4. Contractor will be required to assist in performing on-site surveys up to two times per year to ensure that dumpster size, frequency of pickup, and dumpster condition, are all acceptable.

Vendor Name

5. Contractor is required to place dumpsters within the provided enclosures and to notify the District in writing of any situation where physical access or safety prevents locating the dumpster within the enclosure.
6. Contractor must provide/assign a reliable single point of contact (dispatcher) to respond to all service related issues, who is knowledgeable in defining and implementing the process of informing the District of any problems hindering scheduled pickups.
7. Contractor must have the equipment/resources to provide compactor service for sites that request it.
8. The awarded contract will be administered through the District Facilities Department. All trash & recycling related issues will be administered by Craig Wright – Natural and Renewable Resources Manager @ 303-367-3000 x28644 and Julie North----Natural and Renewable Resources Coordinator @ 303-367-3000 x28668.

RECYCLING SERVICE

1. Opportunity for all district locations to participate in the recycling program shall be included in your proposal.
2. Proposal must comply with all federal, state and local statutes, ordinances, orders, rules and regulations.
3. The successful firm shall supply regular and reliable pickup of single stream recyclable materials.
4. Proposal must include information on destination of the various single stream recyclable materials (All types of paper, polystyrene, aluminum, corrugated, etc.).
5. Proposal must include information on contamination limitations of various single stream recyclables.
6. Contamination of single stream recycling containers, in excess of the limitations outlined in its proposal, shall be emptied by the Contractor in a code compliant manner, costs of which shall be no more than double the cost of the additional daily service rate for that size container.
7. A list of locations and current single stream recycling requirements is attached.

Vendor Name

8. Recycling Services, in conjunction with Trash Removal Services, must be completed by 12pm (noon) of scheduled day, unless otherwise noted.

COMPOSTING SERVICE

1. The opportunity for any and all district locations to participate in the composting program shall be included in your proposal.
2. At schools opting to accept composting services, containers for composting must be provided and delivered to their cafeteria at no charge. Delivery and placement of larger containers (Toters or Dumpsters) shall be provided to each location for consolidation. Composting containers shall remain the property of the Contractor.
3. Proposal must comply with all federal, state and local statutes, ordinances, orders, rules and regulations.
4. The successful firm shall supply regular and reliable pickup of single stream recyclable materials.
5. Proposal must include information on destination of the various food, paper, and compostable material (All types of paper, polystyrene, aluminum, corrugated, etc.).
6. Proposal must include information on contamination limitations of compostable material
7. A list of locations and current composting requirements will be supplied periodically by the Natural and Renewable Resources Coordinator, amongst which the service provisions will be initiated and ongoing servicing shall be performed by the Contractor within 1 week of receipt.
8. Composting Services, in conjunction with Trash Removal and Recycling Services, must be completed by 12pm (noon) of scheduled day, unless otherwise noted.

F. Add Alternate Pricing

In addition to the annual fee proposed for annual district-wide service, the District requests an Add Alternate price for the following list of services:

1. The District intends to import bill data electronically into its utility tracking and accounts payable system, yet will still require either the mailing of paper bills or emailed unalterable representations of them be sent to our

Vendor Name

- Accounts Payable Department. Included in its Add Alternate price, the Contractor shall also send an electronically itemized representation of each site's monthly service invoices summarized in either a single "flat" Excel or single CSV file as shown in Exhibit C. Each entry row, uniquely identified by site and type of service (landfill waste-"L", or recycling "R", or compost "C"), shall also capture site-by-site information in the following fields:
- a. Serviced month and year
 - b. Size of container(s) serviced
 - c. Number of container(s) serviced
 - d. Number of empties performed
 - e. Serviced days of the week
 - f. Aggregate weight (lbs) of each site's monthly hauls (Weights of compost may be excluded.)
 - g. Invoiced cost of monthly hauls
2. With each itemized electronic bill summary (Excel or CSV), designate the monthly market resale price per ton of each type of recycled material (plastics 1-7, paper, glass, aluminum, etc.), and clearly designate the informational source of this pricing data.
 3. Supply documentation once every six (6) months showing calibration and pre and post calibration accuracy statistics on measurement equipment (i.e. scales) used in weighing, per school, trash and recycling amounts. (Weights of composting material need not be supplied.) Along with calibration information, submit serial number of weight measurement equipment and, if applicable, corresponding servicing vehicle number.
 4. It is expected that in order to accurately measure site-by-site trash and recycling weights, each servicing vehicle is outfitted with strain gauges and/or scales that are first used to measure the weight of each full container, which computer software then uses to subtract the container's empty weight, a second subsequent measurement, to derive the weight of the container's contents. It is expected that these individual weights be accumulated to arrive at aggregate monthly weights for each site specific trash and, separately, recycling contents. Individual haul weights need not be supplied on a routine basis, but individual weight records of each discrete container's service must be kept by the successful bidder, and made available to the District upon request, which will be limited to no more than six (6) locations two times (2x) per year.
 5. The District will consider alternative methods, different from those previously described, used to measure site-specific monthly trash and, separately, recycling weights. In either case, the vendor shall clearly detail the methodology provided in their proposal.

Vendor Name

Certification Regarding Debarment and Suspension

Prospective participant certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Certification Regarding Lobbying Activities

The undersigned certifies, to the best of its knowledge and belief that: No federal appropriated, or any other funds have been or will be paid on behalf of influencing the award of a Federal contract, grant, loan or cooperative agreement.

Signature of Authorized Certifying Official

Title

Applicant Organization

Date