



**Request for Proposal
RFP-5447-24-DD**

Design Build Material Recovery Facility

RESPONSES DUE:

July 23, 2024, Prior to 2:00pm MDT

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System
(RMEPS)**

www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve the issue prior to the response deadline. 800-835-4603)

NOTE: All City solicitation openings will continue to be held virtually.

PURCHASING AGENT:

Dolly Daniels, Senior Buyer

dollyd@gjcity.org

970-256-4048

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Offeror's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1 A.D.A. Document Compliance Requirements:** All Work documents, and/or bid/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the accessibility Standards for individuals with a Disability, as established by the Office of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction (the "City"). All contact regarding this RFP is to be directed to the Purchasing Agent.

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

With the exception of pre-bid or site visit meeting(s), all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed in writing to the Purchasing Agent. Other communication may result in disqualification.

- 1.3 Purpose:** The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified and professional Firms specializing in the design and construction of a local Materials Recovery Facility (MRF) that minimizes life-cycle costs and maximizes its sustainability initiatives (including landfill diversion) and overall economic profitability / viability. This Solicitation contemplates the design and construction of a MRF utilizing the facility at 365 32 Rd, Grand Junction, CO Building B. The successful Firm for the MRF and related services will use best practices to capture and sort the most recyclables for the highest value, while affording the Western Slope with a cost-effective Tipping Fee. The successful Offeror must demonstrate satisfaction that its proposal is: (1) consistent with the goals and objectives; (2) the best value (3) environmentally-sound; and (4) in compliance with Applicable Law.
- 1.4 Optional Pre-Bid Conference and Requested Site Visit:** Interested Offerors are strongly encouraged to attend a virtual pre-bid conference June 13, 2024, at 9:00 AM Mountain Time via TEAMS link below.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 227 930 778 843

Passcode: WD6Fqv

The purpose of the pre-bid conference will be to clarify the contents of this Request for Proposal (RFP). Nothing stated during the site visit meeting will modify the Solicitation. Only information provided in an addendum will modify the Solicitation.

Offerors are encouraged to request a **site visit of the facility located at 365 32 Rd, Grand Junction, Co 81501 to take measurements, or perform a building scan to ensure they have the information they need to put together a reliable proposal. Specific requests for dates/time will be accommodated on a case-by-case basis.**

- 1.5 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation as “Owner”. The term “Owner” means the Owner or its authorized representative.
- 1.6 Compliance:** All participating Offerors, by its signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror shall secure instructions from the Purchasing Agent prior to the date and time of the submittal deadline shown in this RFP.
- 1.7 Procurement Process:** The most current version of the [City of Grand Junction Purchasing Manual](#) .
- 1.8 Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. For proper evaluation, proposals shall be formatted as directed in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

**Solicitation Opening Design Build Materials Recovery Facility
Jul 23, 2024, 2:00 – 2:30 PM (America/Denver)**

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/583281629>

You can also dial in using your phone.

Access Code: 583-281-629

United States: [+1 \(646\) 749-3122](tel:+16467493122)

Join from a video-conferencing room or system.

Meeting ID: 583-281-629

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 583281629@67.217.95.2 or 67.217.95.2##583281629

Get the app now and be ready when your first meeting starts:

<https://meet.goto.com/install>

- 1.9 Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.
- 1.10 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award.
- 1.11 Acceptance of Proposal Content:** The selected proposal shall become a part of the Contract. Failure of the successful Offeror to accept these obligations in the Contract shall result in cancellation of the award and such Offeror shall be removed from future

solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the “Firm”.

- 1.12 Addenda:** All questions shall be submitted in writing to the Purchasing Agent. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the Purchasing Agent. Sole authority to authorize addenda shall be vested in the Purchasing Agent. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in its proposals.
- 1.13 Exceptions and Substitutions:** All proposals meeting the intent of this RFP will be considered for award. An Offeror taking exception to the specifications does so at the Offeror’s risk. The Owner reserves the right to accept or reject any or all substitution(s) or alternative(s). When offering substitution(s) and/or alternative(s), Offeror must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible to perform in strict accordance with the Contract.
- 1.14 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after Contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of Proprietary Information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document may establish the information confidential or proprietary. Any material to be treated as confidential or proprietary in nature must include a written justification for the request. If denied, the Offeror shall have the opportunity to withdraw its proposal, or to remove the Confidential or Proprietary Information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.15 Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations in the materials marked as “Confidential” or “Proprietary”. Disqualification of a proposal does not eliminate the City’s rights.
- 1.16 Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements.
- Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance of projects of similar scope and size.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a Contract with the Owner.

- 1.17 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, its representatives and interested persons may be present. Proposals shall be received and acknowledged only to avoid disclosure of process. All proposals shall be opened for public inspection after the Contract is awarded.
- 1.18 Sales Tax:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.19 Public Opening:** Proposals shall be received and publicly opened in a virtual meeting immediately following the proposal deadline. Offerors, its representatives and interested persons may attend. Proposals shall be received and acknowledged only so as to avoid disclosure of process. Only the name(s) and business address of the Offerors will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute the Letter of Interest or Cover Letter together with the Contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so may be deemed a waiver of any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other Project.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Work. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Work. If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Firm performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Purchasing Agent, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado (City) and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Firm shall provide facilities for such access. The Owner

will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Firm's Application for Payment, the Owner will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Firm to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Firm, and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.

- 2.5. Firm:** The Firm is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Firm shall not commence Work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A Sub-Contractor is a person or organization who has a direct Contract with the Firm to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract Documents and means a Sub-Contractor or its authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and prior to the award of the Contract, the successful Firm shall furnish to the Owner, in writing for acceptance, a list of the names of the Sub-Contractors or other persons or organizations proposed for such portions of the Work as may be designated in the proposal requirements, or, if none is so designated, the names of the Sub-Contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Firm in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Firm may, prior to the award, withdraw its proposal without forfeiture of proposal security. If the successful Firm submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased proposal or may disqualify the Firm. If, after the award, the Owner refuses to accept any person or organization on such list, the Firm shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Firm has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Supervision and Construction Procedures:** The Firm shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction

means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

- 2.9. Warranty:** The Firm warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by Owner, the Firm shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Firm requesting such repairs or replacement, the Firm should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Firm's expense. The Firm will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal, or replacement of its defective Work.
- 2.10. Responsibility for those Performing the Work:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Work under a Contract with the Firm.
- 2.11. Use of the Site:** The Firm shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.12. Cleanup:** The Firm at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work, it shall remove all its waste materials and rubbish from and about the project, as well as all its equipment and surplus materials.
- 2.13. Miscellaneous Conditions:** Material Availability: Firms must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the Offeror to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- 2.14. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Offeror to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the Work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.15.** Each bid shall as a guaranty of good faith on the part of the Offeror be accompanied by a Bid Guaranty consisting of a certified or cashier's check drawn on an approved national bank or trust company in the State of Colorado and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid

is accepted and a Contract is awarded, the apparent successful Offeror has ten calendar days to enter into a Contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Each Offeror shall guarantee its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.

- 2.16. Performance & Payment Bonds:** After design & construction documents completion, but prior to construction commencement, Firm shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the Contract amount as security for the faithful performance and payment of all Firm's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Firm shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Firm is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Firm shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.17. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire Contract, this is related only to the construction portion of the Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.18. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Offeror fail or refuse to enter into the Contract within Thirty Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Offeror's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Offeror of all claims arising from the City's issuance of the Notice of Award and the Successful Offeror's failure to enter into the Contract and the costs to award the Contract to any other Offeror, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.19. Delay Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the Parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$1,000.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is fully complete. Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished, and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other Contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other Contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Final Completion of the Work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

2.20. Contingency/Force Account: Contingency/Force Account Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this Contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds not required for project completion, shall remain

the property of the Owner. Firm is not entitled to any Contingency/Force Account funds that are not authorized by Owner or Owner's Project Manager.

- 2.21. Claims for Additional Cost or Time:** If the Firm wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Firm before proceeding to execute the Work, except in an emergency endangering life or property in which case the Firm shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 2.22. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Work in accordance with the agreement, without change in the Contract sum or time. The Firm shall carry out such Field Orders promptly.
- 2.23. Progress & Completion:** The Firm shall begin Work on the date of commencement as defined in the Contract and shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract time.
- 2.24. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when the Work is found acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of Work performed and materials placed in accordance with the Contract Documents. The Work performed by Firm 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 in the applicable community. The Work and Services to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.25. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the Work, or in consequence of the non-execution thereof by the Firm, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.26. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes to the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract documents. A Change Order is a written order to the Firm signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 2.27. Claims for Additional Cost or Time:** If the Firm wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Firm before proceeding to execute the Work, except in an emergency endangering life or property in which case the Firm shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 2.28. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.
- 2.29. Uncovering & Correction of Work:** The Firm shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Firm shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional services thereby made necessary. If within two (2) years after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract Documents, the Firm shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Firm a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Firm shall bear the cost of making good all Work of separate Firms destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Firm.
- 2.30. Acceptance Not Waiver:** The Owner's acceptance or approval of any Work furnished hereunder shall not in any way relieve the Firm of its present responsibility to maintain the high quality, integrity, and timeliness of its Work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.

- 2.31. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.
- 2.32. Assignment:** The Offeror shall not sell, assign, transfer or convey any Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.33. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.34. Debarment/Suspension:** The Firm hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.35. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Work to be done or information that comes to the attention of the Offeror during the course of performing such Work is to be kept strictly confidential.
- 2.36. Conflict of Interest:** No public official and/or Owner employee shall have interest in any Contract resulting from this RFP.
- 2.37. Contract:** This Request for Proposal submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a Contract equally binding between the Owner and Offeror. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The Contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.38. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Work proposed or performed by the Firm. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.39. Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.40. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.40.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The

Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.40.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

2.40.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.41. Affirmative Action: In executing a Contract with the City, the Firm agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.

2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the Contract employ personnel without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

2.43. Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

2.44. Failure to Deliver: In the event of failure of the Offeror to deliver the Work in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

2.45. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

2.46. Force Majeure: The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm, unless otherwise specified in the Contract.

2.47. Indemnification: Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, Sub-Contractor or supplier in the execution of, or performance under, any Contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

2.48. Independent Firm: The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall at no time be legally responsible for any

negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract payments to the Firm, any federal or state unemployment taxes, federal or state income taxes, Social Security Tax, or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

- 2.49. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.50. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner. All drawings, specifications, copies, and information furnished by the Owner are, and shall remain, Owner property.
- 2.51. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.52. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.53. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.54. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.55. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.56. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.57. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any Contract will be subject to and must contain a governmental non-appropriation of funds clause.

- 2.58. Collusion Clause:** Each Offeror, by submitting a proposal, certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the Offerors. The Owner may or may not, at the discretion of the Owner Purchasing Agent, accept future proposals for the same service or commodities for participants in such collusion.
- 2.59. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate this Contract without liability to the Owner.
- 2.60. Safety Warranty:** Offeror warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.61. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of the resulting Contract award.
- 2.62. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.63. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise performs in accordance with the accepted proposal. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.64. Multiple Offers:** If said Offeror chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make an award in the best interest of the Owner.
- 2.65. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful Offeror and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricing established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on its solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

2.66. Definitions:

- 2.66.1.** “Firm” refers to the person, partnership, firm, or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.66.2.** “Offeror” refers to the person or persons legally authorized by the Firm to make an offer and/or submit a bid (fee) proposal in response to the Owner’s RFP.
- 2.66.3.** The term “Work” and/or “Service” includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.66.4.** “Owner” is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Firm shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Firm’s Application for Payment, the Owner will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Firm to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Firm, and Sub- Firm, or any of its agents or employees, or any other persons performing any of the Work.
- 2.66.5.** “Sub-Contractor” is a person or organization who has a direct Contract with the Firm to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract documents and means a Sub-Contractor or its authorized representative.

2.67. Public Disclosure Record: If the Offeror has knowledge of its employee(s) or sub-Offeror(s) having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the Owner.

2.68. Keep Jobs in Colorado Act: Firm shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Firm shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Firm claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Firm shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Firm shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Firm shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17- 101(2)(a).

"Public Project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects.
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year except any project that receives federal moneys.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, insurance policies sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Firm shall comply with all State of Colorado Laws, Rules, and Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum combined single limits of:

FIVE MILLION DOLLARS (\$5,000,000) each occurrence and
FIVE MILLION DOLLARS (\$5,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for Contractual and employee acts), blanket Contractual, products, and completed operations. The policy shall contain a severability of interest provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

With respect to each of Firm's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interest provision.

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

FIVE MILLION DOLLARS (\$5,000,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the professional services performed as a result of responding to this Solicitation and Contract.

(e) Builder's Risk Insurance with minimum combined single limits of:

FIVE MILLION DOLLARS (\$5,000,000) each occurrence and
FIVE MILLION DOLLARS (\$5,000,000) per job aggregate.

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the City of Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1 General/Background: The City of Grand Junction and Bruin Waste Management (the "Partners") have entered into a partnership and are soliciting Proposals for a Supplier/Proposer (to be used interchangeably here forward) to enter into a contract to provide a Materials Recovery Facility (MRF) for safe, effective, and sustainable processing and marketing services for the Western Slope's residential and commercial recycling program materials. Including compliance with the upcoming Colorado state-wide extended producer responsibility (EPR) program.

4.2. Special Conditions & Provisions:

4.2.1 Optional Pre-Bid Conference and Requested Site Visit: Interested Offerors are strongly encouraged to attend a virtual pre-bid conference June 13, 2024, at 9:00 AM Mountain Time via TEAMS link below.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 227 930 778 843

Passcode: WD6Fqv

The purpose of the pre-bid conference will be to clarify the contents of this Request for Proposal (RFP). Nothing stated during the site visit meeting will modify the Solicitation. Only information provided in an addendum will modify the Solicitation.

Offerors are encouraged to request a **site visit of the facility located at 365 32 Rd, Grand Junction, Co 81501 to take measurements, or perform a building scan to ensure they have the information they need to put together a reliable proposal. Specific requests for dates/time will be accommodated on a case-by-case basis.**

The Partners may request a specific tour of Offeror's facility upon receipt of proposals.

4.2.2 Term of Contract: By submitting a response to this RFP, the Offeror agrees and understands that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Council may terminate all or part of this Contract immediately without further liability.

4.2.3 Pricing/Fees: Pricing shall be established as "Firm Fixed Price" and noted in table in Section 7 **CAPITAL COSTS SUMMARY FOR MRF DESIGN/BUILD**, and shall be all inclusive to include but not be limited to: all design, labor, permits, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to the site), travel, meetings, conference calls, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the Project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

All proposals will be considered by the Owner to be negotiable.

4.2.4 Laws, Codes, Rules, and Regulations: Firm shall ensure that all Services and/or Construction provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.2.5 Project Schedule: Offeror shall include a project schedule, delineating the calendar of events proposed to meet the anticipated facility commissioning date of Q3 2025.

4.2.6 Time of Completion: After Contract award and facility design is complete then building modifications will begin. The building modifications will be completed by the Partners to meet the Firm's final facility design requirements. The Partner's goal is to start building modifications to prepare for equipment installation in Q4 of 2024. It is believed that the building modifications will not be significant, leaving opportunity to start facility installation simultaneously with building modifications. Speed to implementation will be a key evaluation criterion as the ultimate goal is to have the facility started up processing volume in 2025.

4.2.7 Contract: A binding Contract shall consist of: (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (Proposal) to the RFP, (3) clarification of the Proposal, if any, and (4) the City's Purchasing Department's acceptance of the proposal by "Notice of Award". All Exhibits and Attachments included in the RFP shall be incorporated into the Contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract Amendment signed and approved by and between the duly authorized representative of the Offeror and the Purchasing Agent or by a modified Purchase Order/Contract prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

4.2.8 City Owner's Representative: The Owner's Representative for the Project Jerod Timothy, General Services Manager. During Design and Construction, Jerod shall act as the Owner's advocate and represent the Owner's best interests.

Jerod Timothy
jerodt@gjcity.org
970-244-1565

4.2.9 City Project Engineer: The Project Engineer for the Project is Jeffrey Kendall. During Design and Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

Jeff Kendall
jrk@bruinwaste.com
412-849-9505

4.2.10 Contract Administrator: The Contract Administrator for the Project is Duane Hoff Jr., who can be reached at (970) 244-1545. During the scope of the Project, Contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff, Jr., Contract Administrator
duaneh@gjcity.org

4.3 Scope of Services: The general scope of services to be obtained as a result of this RFP includes the following:

The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified and professional Firms specializing in the design and construction of a local Materials Recovery Facility (MRF) that minimizes life-cycle costs and maximizes its sustainability initiatives (including landfill diversion) and overall economic profitability / viability. This Solicitation contemplates the design and construction of a MRF utilizing the facility at 365 32 Rd, Grand Junction, CO Building B. The successful Firm for the MRF and related services will use best practices to capture and sort the most recyclables for the highest value, while affording the Western Slope with a cost-effective Tipping Fee. The successful Offeror must demonstrate satisfaction that its proposal is: (1) consistent with the goals and objectives; (2) the best value (3) environmentally-sound; and (4) in compliance with Applicable Law.

4.3.1 Volumes and Composition: The volumes outlined in the table below represent the Partners' expectations of single stream recycling volume that the facility should be designed to process. There is a significant ramp over time that is largely driven by the maturity of the Colorado EPR program and its mandates for higher recycling rates. Offerors are encouraged to put forward a proposal that easily handles 25,000 - 30,000 TPY on ones shift but has the ability to expand through new equipment or shift expansion to reach the higher volumes.

	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Annual Single Stream Tonnage	11,341	18,782	25,033	26,298	27,627	29,023	30,929	32,961	35,126	37,433	39,892

4.3.2 Western Slope Single Stream Expected Composition: The following is a composition based on study completed of Western Slope volumes in 2019:

Category	
Cardboard	31%
Paperboard	8%
Mixed Paper	14%
PET	7%
HDPE	2%
PP	6%
#3/4/6/7	3%
Aluminum	3%
Steel	2%
Glass - Clear	6%
Glass - Colored	4%
Residue	15%

4.3.3 Target Sorts: Along with the sorts identified below, the Partners anticipate a certain amount of clean loads coming to the site. Offerors are expected to account for taking clean loads in their design to enable efficient handling. The Partners have identified the following sorts that it believes the market will demand from this facility. The Offerors are expected to accommodate each of these sorts.

Commodities
OCC (#11)
Mixed Paper (#54)
PET
HDPE- Natural
HDPE - Color
PP
UBC
Other Aluminum

Steel
Glass/fines (Alt daily cover to start)

4.4 Attachments:

- Attachment A: Project Specific Definitions
- Attachment B: Grand Mesa Industrial Park Site Plan
- Attachment C: Building B Floor Plan

4.5 RFP Tentative Time Schedule:

- Request for Proposal available May 29, 2024
- Optional Virtual Pre-Proposal Conference June 13, 2024, 9:00 AM
- Inquiry deadline, no questions after this date June 26, 2024
- Final Addendum Posted July 1, 2024
- Submittal deadline for proposals July 23, 2024, 2:00 PM
- Owner evaluation of proposals July 24-31, 2024
- Interviews (if required) August 5-7, 2024
- Final selection August 12, 2024
- City Council Approval August 21, 2024
- Contract execution August 26, 2024
- Bonding and Insurance September 4, 2024
- Construction and procurement of long lead items begins no later than October 1, 2024

4.6 Questions Regarding Scope of Services:

Dolly Daniels., Purchasing Agent
dollyd@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Offeror 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**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate its interest in this Project, show its specific experience and address its capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to I, in response to the following:**

- A. Cover Letter:** Cover letter shall be provided which explains the Offeror’s interest in the Project. The letter shall contain the name/address/phone number/email of the person who will serve as the Offeror's principal contact person and shall identify individual(s) who will

be authorized to make presentations on behalf of the Offeror. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Offeror. By submitting a response to this solicitation, the Offeror agrees to all requirements herein.

- B. Qualifications/Experience/Credentials:** Offerors shall provide its qualifications for consideration as a Contract provider to the City and include prior experience in similar projects. In addition to Section 4.4 Scope of Services, Offerors shall also provide the following information with its proposal submittal:

Information provided shall include but is not limited to:

- Organizational chart of company and/or project team
- Identification of key personnel
- Professional qualifications, resumes and functions of personnel who will be assigned to the Project
- Specific related project experience of personnel
- Personnel availability and time commitment proposed to meet the project schedule

Key personnel will be committed to this Project and can only be changed by approval of the City.

Provide a summary of key personnel experience information. List the most recent projects first. Include project owner and contact reference, project location, scope of project, construction cost, project duration and completion date. Additional discussion of Key Personnel experience can be provided as a narrative in the RFP.

Discuss experience of the key personnel Working together on past similar projects. List previous projects and roles of the key personnel. Provide client references and resumes of key personnel including:

Discuss goals and challenges on previous projects that the team was involved in and how goals were met, and challenges were addressed by key personnel.

Discuss projects with change order values over 5% of the original project cost (not including change orders) or time delays over 1 month of the original duration. Describe circumstances that led to the change orders or delays and how the issues were resolved with the Owner.

- C. Strategy and Implementation Plan:** Describe the Firm's interpretation of the Owner's objectives with regard to this RFP. Describe the proposed Design/Build management strategy and/or plan for achieving the objectives of this RFP. At a minimum, the proposal must cover the following points:

- Cost control
- Provide a detailed timeline (schedule) for design, procurement, construction, and startup.
- Operations plan assumptions, be clear on any key operational assumptions and design criteria. Shifts, batch strategy, etc. Note that this is for after startup, not for construction.
- Include an organizational chart for facility operations outlining personnel roles and responsibilities for all personnel that will be needed to operate the facility based on Offeror's design. Be sure to include a base level of information about each role (technical training required, leadership position, etc.)

- Describe all modifications to MRF site and building that will be required to accommodate proposed design.
- Provide a site plan indicating traffic flow for shipping and delivery.
- Provide a detailed description, including a narrative of the proposed processing equipment and control systems to be installed at the MRF site. Provide plan and elevation drawings as needed to explain equipment arrangement.
- Describe building spaces used for tipping, processing, and bale storage and estimated storage capacity.
- Provide facility design specifications for the following parameters. These will be interpreted as guarantees for the proposed design and Offeror will be held to meeting these parameters.

Parameter	Specification
Daily Throughput	
Recovery Rate (% of Recyclables in Residual by Commodity)	
Up Time (% of Scheduled Operation Time in Production)	
Purity Rate (by Commodity - % of targeted materials recovered from overall mix)	

- Include equipment description list, ID, and equipment function. Make sure key equipment is identified on equipment arrangement drawing.
- Contractor shall include with the proposal, any documentation of the status of existing permits, licenses, and other approvals from state and local sources. The Contractor shall identify and explain any regulatory citations, notice of violations (NOV's), and other pending regulatory actions for the last two years.
- Provide a description of required routine maintenance activities for each major piece of equipment.
- Provide overview and description of how proposer will support ongoing operations for fixed equipment as well as software and control systems.

The Offeror may utilize a written narrative or any other printed technique to demonstrate its ability to satisfy the Scope of Services. In the appendix (Section 7) there is a proposed structure that can be used to answer many of the questions in this section. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of Firm's implementation plan and an estimate of time commitments from Owner.

- D. Current and Anticipated Workload:** Describe the Firm's current workload and expectations in coordinating the Firm's current projects, anticipated projects, and this project.
- E. Bonding Capacity:** Provide proof of bonding capacity for this project including Design/Build fees along with current and anticipated project workloads.
- F. Fee Proposal:** Complete the tables listed in Section 7.0.

- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of the Offeror's qualifications with respect to this project.
- H. Financial Statements:** Offeror is required to provide an audited financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the Offeror possesses adequate financial ability and stability to enable the Offeror to fulfill its obligations under the terms of this RFP. If requested by the Offeror, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will provide services. If the Offeror is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.
- I. Claims, Settlements, and Litigations:** The Contractor must provide a history for the last five years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving \$100,000 or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Contractor must provide the following:
1. The name of the claim, arbitration, litigation or action;
 2. The amount at issue or the criminal charges alleged; and
 3. The status or final disposition of the case.

The Contractor must also provide details of any current or threatened legal actions against the Contractor or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental contracting with the Contractor or its parent company for services relating to solid waste management, or against such a government by the Contractor or its parent company or joint venture company(ies). For each action, the Contractor must provide the following:

1. The name of the action and the court in which the action is pending; and
2. The action number and the amount at issue.

The Contractor shall provide a list of all enforcement actions taken against it during the last five years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency, the Michigan Department of Environmental Quality or any local enforcement agency. The list shall include name of the regulatory agency and the date of enforcement action.

The Contractor shall inform Partners if it has had a permit, franchise, license, entitlements, or business licenses that have been revoked or suspended in the last five years.

The Contractor must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five years.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

Given the growth nature of this Project, the Offerors are encouraged to present a “phased design”. The Partners desire to be capital efficient up front while volumes are low but want the system to be designed in a way that will make it easy for them to add additional capacity down the line at a reasonable cost. The Offerors are expected to and will get additional credit for getting creative and presenting a system that has flexibility for change. EPR is coming down the pipe in Colorado. We need this MRF to be as future proof as possible and thoughtful consideration for this will be a key decision-making factor for the Partners.

6.1 Evaluation: An evaluation team will review all responses and select the proposal(s) that best demonstrate the capability in all aspects to perform the Scope of Services and possess the integrity and reliability that will ensure full faith and full performance.

6.2 Intent: Only Offerors who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Offeror’s ability to provide the Services.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (**with weighted values**):

<p>The following collective criteria shall be worth 85%</p> <ul style="list-style-type: none"> • Responsiveness of Submittal to the RFP (5) (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.) • Financial Stability (5) (The strength of the Suppliers financial position as indicated by their ability to show the Partners that they are and will remain financially stable as an organization. It is very important to the partners that there is not a risk of insolvency or bankruptcy for the chosen partner.) • Operational Excellence & Safety (30) Partners will consider the technical and operational aspects of the suppliers services to determine if the supplier can meet the Performance Standard and criteria on a long-term basis. All proposals will be evaluated according to criteria that will include, but are not limited to: <ul style="list-style-type: none"> 1. Assessment of proposed Facility and its potential to meet Partners requirements; 2. Quality of proposed operations and maintenance plans for proposed facilities; 3. Mechanical separation specifications 4. Ability for the facility and its equipment to be maintained or serviced without supplier intervention 5. Ability and willingness to accept and market a broad range of materials for recycling; 6. Commitment to employee and public safety. What built in safety features do the systems have and how will it set operating team up for success. 7. Recovery/Residual rate guarantee’s 8. Marketplace acceptability of recycled material 9. Completeness of proposal in addressing the RFP requirements; 10. Demonstrated experience providing design/build single stream recycling facilities; 11. Demonstrated commitment to customer service excellence and effective communication, both internal and external to the organization; 12. Demonstrated ability in and availability of data management systems to assure accurate data collection, analysis, and regular reporting ; 13. Availability and timeliness of support;

- 14. Availability and timeliness of spare parts;
- 15. Systems designs consideration for operational safety and presence of safeguards;
- 16. Commitments on equipment uptime;

- **Cost to Operate (25)**

- 1. Number of people required to operate the facility
- 2. Expected utility costs to operate the facility
- 3. Operational efficiency presented through the design and layout of the facility.
- 4. Any ongoing 3rd party costs to run facility (support, control system fee's, etc)

- **Flexibility (10)**

- 1. As mentioned throughout the proposal, the nature of the facility starting at low volumes and growing over time will require this facility to be designed with a high level of flexibility. Proposals will be evaluated based on their consideration for this flexibility.
- 2. Flexibility can be looked at both in terms of volume growth, but also in terms of changes in sort requirements over time as legislation and needs for recycling facilities changes.

- **Implementation Time (10)**

- 1. Time required to procure, install, and commission a functioning system;

The following criteria shall be worth 15%

- * **Capital Costs (15)**

One-time expenditures to purchase Stationary Equipment and buildings or building renovations. Capital Costs are generally considered fixed and therefore not subject to price indexing.

Owner reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any Firm, or service provider in determining a final award(s), if any.

The Owner may undertake negotiations with the top-rated Offeror and will not negotiate with lower rated Offerors unless negotiations with higher rated Offerors have been unsuccessful and terminated.

6.3 Oral Interviews: The Owner reserves the right to invite the most qualified rated Offeror(s) to participate in oral interviews, if needed.

6.4 Award: Offerors shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5447-24-DD

“Design Build Materials Recovery Facility”

Offeror must submit the entire Form completed, dated, and signed.

The Owner reserves the right to accept any portion of the services to be performed at its discretion.

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: _____

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

Single-Stream Capital Costs Proposal
Must be Included with Proposal

Capital Cost Proposal Form – Pricing For MRF

Please reference your detailed cost proposal, design, build, and construction equipment as necessary.
 Capital includes:

CAPITAL COSTS SUMMARY FOR MRF DESIGN/BUILD		
Not to exceed QUOTE, unless approved by amendment. Assumed to be \$0.00 if NO ENTRIES are made		
	COST QUOTE	Other
i. MRF Design	\$	N/A
ii. MRF Install	\$	
iii. MRF Stationary Equipment (Summary of Form below)	\$	
iv. MRF Rolling Equipment	\$	
V. MRF Commissioning Support	\$	
TOTAL COST and CREDIT (add i. – iii.)	\$	\$
NET TOTAL: (COST minus CREDIT) – (Firm Fixed Price)	\$	

CAPITAL COSTS EQUIPMENT DETAIL FOR MRF DESIGN/BUILD		
<i>Only detail outline items for pieces of equipment that are independently greater than \$25,000 USD. If less than \$25,000 USD group into logical categories (i.e Conveyers)</i>		
	COST QUOTE	Lead Time
Equipment Item A	\$	N/A
Equipment Item B		
Equipment Item C		

Add rows as needed		
NET TOTAL:	\$	

Vendor Financing	
Vendor financing available?	Yes/No
Financing Terms:	

Ongoing Support Details	
Cost Structure of Ongoing support	
Please describe how you will support the project after startup for all aspects. Hardware, software, etc.. Same as provided in form X-4B	

**Detailed Technical Specifications
MRF CONSTRUCTION PLAN**

This form is used to describe construction of MRF.

Describe all modifications to MRF site and building that will be required. Insert additional pages as necessary.

Provide a site plan indicating traffic flow for delivery and shipping.

Provide a detailed description of the proposed processing equipment and control systems to be installed at the MRF site. Provide plan and elevation drawings as needed to explain equipment arrangement.

Detailed Technical Specifications
MRF CONSTRUCTION PLAN

Describe building spaces used for tipping, processing, and bale storage and estimated storage capacity.

Provide facility design specifications for the following parameters:

Parameter	Specification
Daily Throughput (TPH)	
Recovery Rate (% of Recyclables in Residual by commodity)	
Up Time % of Scheduled Operation Time in Production	
Purity Rate (by commodity - % of targeted materials recovered from overall mix)	

Listing of material handling equipment required to support design and description of functions.

Include equipment description, ID, and equipment function. Make sure key equipment is identified on equipment arrangement drawing.

Detailed Technical Specifications
MRF CONSTRUCTION PLAN

Provide a detailed timeline for design, procurement, construction, and startup.

****ADD TIMELINE TO THIS PAGE OR INSERT AFTER THIS PAGE.**

Detailed Technical Specifications
MRF Operations Plan

Include an organizational chart for facility operations outlining personnel roles and responsibilities for all personnel that will be needed to operate the facility based on proposer’s design. Be sure to include a base level of information about each role (technical training required, leadership position, etc..).

****ADD ORG CHART TO THIS PAGE OR INSERT AFTER THIS PAGE.**

Provide a description of required routine maintenance activities for each major piece of equipment.

****Insert table here**

Provide overview and description of how proposer will support ongoing operations for fixed equipment as well as software and control systems.

****Insert description here.**

Based on the Target Sorts in Section 4.4.3, provide a narrative on recommendations based on experience.

****Insert description here.**

Attachment A

PROJECT SPECIFIC DEFINITIONS

For purposes of this RFP, the following words and phrases shall be given the following respective meanings:

- "Acceptance" or "Accepted" means that the Full Acceptance Standard has been met or, if the Full Acceptance Standard cannot be met, that the Facility has been accepted at the Minimum Acceptance Standard.
- "Acceptance Date" means the date on which Acceptance of the MRF occurs.
- "Acceptance Standard" means compliance of the MRF with the Full Acceptance Standard or Minimum Acceptance Standard.
- "Acceptance Test" and "Acceptance Testing" means the tests described in the test plan, together with the test procedures specified in the attached Contract Schedules.
- "Addenda" or "Addendum" means all revisions of and supplements to the plans and specifications incorporated in or attached to this request for proposals and becoming an integral part of the Contract Documents.
- "Building" means the structure that is housing the recycling or transfer operations.
- "Business Day" means each Monday, Tuesday, Wednesday, Thursday or Friday that is not a recognized City Holiday.
- "Bypassed Recyclable Material" means the Tons of Recyclable Material which the Contractor was obligated to process which were not processed.
- "Capacity Guarantee" means compliance of the MRF with the Performance Standards for the Daily Guaranteed Recyclables Capacity.
- "Capital Costs" mean one-time expenditures to purchase Stationary Equipment and buildings or building renovations. Capital Costs are generally considered fixed and therefore not subject to price indexing.
- "Change in Law" means the enactment, adoption, promulgation, modification or repeal after the Contract Date of any federal, state, or local statute having jurisdiction with respect to the construction, start-up, or Acceptance Testing of the MRF, which necessitates a Work Change and necessarily modifies the Contractor's guarantees of MRF performance by establishing requirements with respect to the construction, start-up, or Acceptance Testing of the MRF on the Contract Date.
- "Commencement Date" means 12:01 a.m. on the Day next succeeding the Acceptance Date as established pursuant to this Contract.
- "Commissioner" means the "Commissioner of Public Works" or his designee for City. This position or his designee is charged with enforcement of certain provisions of the Contract.
- "Contaminated Recyclable Material" means material that is normally considered Recyclable Material but has been rendered Non-recyclable due to some type of contamination other than Hazardous or Infectious Waste.
- "Cost Proposal" means proposal response.
- "Cost Substantiation" means cost, claim, or estimate supported by authenticated and/or verifiable cost data.
- "Direct Costs" means costs in connection with any cost or expense incurred by either Party. For payment of Direct Costs by the other Party, City or the Contractor shall

provide documentation describing the reason for incurring the Direct Cost, the amount of the Direct Cost, the event or Section of this Contract giving rise to the Party's right to incur the Direct Cost and that the Direct Cost is at a fair market value price for the service, or materials supplied. With respect to Direct Costs incurred by the Contractor, the amount shall be increased to provide for the payment of a profit only when expressly authorized pursuant to the terms of this Contract.

- "EPA" means the United States Environmental Protection Agency.
- "Extension Period" means an additional period of time added to the number of days that are specified in the definition of Scheduled Acceptance Date as mutually agreed to by all parties.
- "Facility" means any place where CITY recyclables may be delivered. Depending on the option the Facility may be a MRF, Transfer Station or both.
- "Full Acceptance Standard" means compliance of the MRF with the Performance Standards.
- "Guarantee" means the Contract between the Guarantor and City. The Guarantor is assumed to be the Contractor unless specified differently in the attached Schedules.
- "Hazardous Waste" means any material or substance which, as of the Contract Date, and for the duration of this Contract (adopting any future changes in the statutory definitions of the following statutes or regulations or any newly promulgated statutes or regulations), and by reason of its composition or characteristics is (a) hazardous waste, substance or material as defined in the Solid Waste Disposal Act, 42 USC §6901 et seq., as amended, replaced or superseded, and the regulations implementing same; (b) material the disposal of which is regulated by the Toxic Substances Control Act, 15 USC §2601, et seq., as amended, replaced or superseded, and the regulations implementing same; (c) special nuclear or by-products material within the meaning of the Atomic Energy Act of 1954; (d) hazardous waste substance or material as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §6901 et seq. as amended, replaced or superseded, and the regulations implementing same; or (e) treated as hazardous waste or substance or material under applicable federal, state, or local law. If any governmental agency or unit having appropriate jurisdiction shall determine that substances are hazardous or harmful to health when processed at the MRF, then any substances or materials shall be Hazardous Waste for purposes of this Contract.
- "Infectious Waste" means any of the following when not generated from a household or from a farm operation or agricultural business: (1) cultures and stocks of infectious agents and associated biological, including laboratory waste, biological production wastes, discarded live and attenuated vaccines, culture dishes, and related devices; (2) liquid human and animal waste, including blood and blood products and body fluids, but not including urine or materials stained with blood or body fluids; (3) pathological waste; (4) sharps; (5) contaminated wastes from animals that have been exposed to agents infectious to humans, these being primarily research animals; and (6) waste treated as Infectious Waste pursuant to federal, state, or local laws. If any governmental agency or unit having appropriate jurisdiction shall determine that substances are infectious, then any substance shall be Infectious Waste by purpose of this Contract.
- "Landfill" means any landfill City may designate during the term of this Contract.
- "Marketable Recyclables" means the total of the recyclable material that was marketed, plus the marketable material that is also in the residue.

- "Material Delivery Standards" means the delivery requirements for the Single-Stream recyclable commingled material identified and defined including the compacting standards, moisture of the material, bagged or loose material standards and any other clarifications related to any specific material type.
- "MRF" means Materials Recovery Facility, together with appurtenant structures, system and Stationary Equipment.
- "Non-Marketable Recovered Materials" means materials recovered from Processing Recyclable Material which are removed from the MRF following notice by the Contractor stating that they are not marketable using all reasonable efforts even at a negative value or which CITY has instructed the Contractor not to market at prevailing markets.
- "Non-Recyclable Material" means that portion of solid waste, exclusive of Contaminated Recyclable Material, Hazardous Waste or Infectious Waste, which is not Recyclable Material.
- "Operation and Maintenance Cost" means the associated cost for regular operation of the MRF facilities and the related scheduled maintenance for the Stationary Equipment and Rolling Stock.
- "Operation and Maintenance Manual" means the documents for the MRF that provide the overall background and guidance necessary for proper Facility operation and maintenance that is in addition to and supplements the manufacturer's operation and maintenance manuals supplied for all mechanical equipment.
- "Operation and Maintenance Plan" means the arrangement for regular operation of the MRF facilities and related scheduled maintenance for associated Stationary Equipment and Rolling Stock.
- "Pass Through Costs" means those Direct Costs incurred by the Contractor which are reimbursable by CITY according to the terms of this Contract.
- "Performance Standard" means the measures of performance identified in the attached Contract Schedules.
- "Process" "Processed" or "Processing" means the separation, sorting, crushing, baling, shredding, flattening or other treatment of Recyclable Material, into Recovered Materials and Residual Material.
- "Processing Guarantee" means the Contractor's obligation to process all Recyclable Materials delivered to the MRF by CITY communities as required by the Contract and described in the form of a Performance Standard in the attached Contract Schedules, or a lesser amount as may result from a reduction in capacity of the MRF due to an Uncontrollable Circumstance or CITY Fault provided, however, that the Processing Guarantee is dependent upon delivery of Recyclable Material in the form provided in the attached Contract Schedules.
- "Recovered Materials" or "Recoverable Materials" means all materials resulting from the Processing of Recyclable Material including those in accordance with the attached Contract Schedules.
- "Recovered Materials Guarantee" means the Contractor's obligation with respect to the quantity and quality of Recovered Materials produced from each Ton of Recyclable Material, as required by the Contract and described in the form of a Performance Standard in the attached Contract Schedules with the production of Recovered Materials being consistent with the marketing plan provided.
- "Recyclable Material" means source-separated, commingled and/or pre-sorted materials delivered to the MRF, consisting of the materials designated in the attached Contract

Schedules, or other materials which the Parties by mutual agreement may designate as Recyclable Material from time to time; provided, however, the materials are not contaminated Recyclable Material.

- "Recycling System" means the Single-Stream recycling program managed and operated by the CITY.
- "Rejected Material" means that portion of the Recyclable Material delivered to the MRF that consists of material that is not identified as meeting the delivery requirements specified in the attached Contract Schedules.
- "Residual Material" means the un-recycled portion of material that results after passing through the recycling process.
- "Rolling Stock" means any machinery that is self-propelled, mobile, or portable, including but not limited to compactors, semi-tractors, semi-trailers, forklifts, front-end loaders, and any other mobile equipment.
- "Single-Stream" (also known as "fully commingled" or "single-sort") means a system in which all paper fibers, plastics, metals, and other containers are mixed in a collection truck, instead of being sorted by the depositor into separate commodities. Both the collection and processing systems are designed to handle this fully commingled mixture of recyclables, with recyclable materials being separated at a MRF or delivered to the Transfer Station. The list of the required materials that are included in the commingled mixture of recyclable material.
- "CITY Indemnified Parties" means CITY and its officers, officials, employees, agents and consultants.
- "Solid Waste" means all solid materials or substances generally discarded or rejected as being spent, useless, worthless, or valueless to the owners at the time of discard or rejection, including but not limited to garbage, refuse, industrial and commercial waste, demolition and other construction debris, excluding Hazardous Waste and Infectious Waste.
- "Start-up Date" means 12:01 a.m. on the Day which the Contractor specifies on the notice to CITY referred to as the first Day on which the Facility is capable of Processing Recyclable Material.
- "State" means the State of Colorado and all of its appropriate administrative, contracting and regulatory agencies and offices.
- "Stationary Equipment" means large non-mobile equipment used for separating and processing Recyclable Material at a MRF. Stationary Equipment includes equipment and its supporting structure and electrical controls such as conveyors, various material separation devices on the sort line, balers, storage bins and bunkers. Stationary Equipment is exclusive of Rolling Stock.
- "System" means the Single-Stream processing line and associated appurtenances to be furnished and installed by the Contractor at the Facility to Process Recyclable Materials into Recovered Materials and to compact and transfer Solid Waste.
- "Third Party" means a municipality or private sector recycling service provider other than CITY or its authorized haulers and the contracted service providers for municipalities participating in the CITY recycling program.
- "Third Party Recyclable Material" means recyclable tonnage originating from any Third Party as defined above.
- "Ton" means a short ton of two thousand (2,000) pounds.
- "TPD" means Tons per Day.

- "TPY" means Tons per Billing Year.
- "Transfer Station" means a site owned by CITY where Recyclable Material is delivered through the recyclable collection programs, and subsequently compacted in a large semitrailer and hauled to another site for processing.
- "Technical Proposal" means proposal response as defined in Solicitation.

ATTACHMENT C Building B Floor Plan

