



**Request for Proposal  
RFP-5472-24-DD**

**Partnership with City of Grand Junction for Expansion  
and Enhancement of Waste Diversion Services**

**RESPONSES DUE:**

July 23, 2024, before 2:00 p.m. (Mountain Time)

**Accepting Electronic Responses Only  
Submitted Through the**

**Rocky Mountain E-Purchasing System (RMEPS)**

<https://www.bidnetdirect.com/colorado/city-of-grand-junction>

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

**NOTE: All City solicitation openings will be held virtually,  
information is in Section 1.9.**

**Purchasing Agent:**

Dolly Daniels

[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

970-256-4048

# **REQUEST FOR PROPOSAL**

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## REQUEST FOR PROPOSAL

### **Section 1.0: Administrative Information & Conditions For Submittal**

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).
- 1.3. **Issuing Office:** This RFP is issued by the City of Grand Junction, Colorado (hereafter "City"). The Purchasing Agent responsible for this procurement is:  
  
Dolly Daniels, Senior Buyer  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)  
  
Except for pre-bid or site visit meeting(s) all inquiries, concerns, clarifications, or communication about this solicitation, including process, specifications, and project scope, must be in writing to the Purchasing Agent. Other communication may result in disqualification.
- 1.4. **Purpose:** The City of Grand Junction is seeking Proposals from experienced and qualified organizations to enter into a partnership that will contribute to the expansion and enhancement of not only the City's automated curbside recycling program, but also the processing of materials received. This Request for Proposal (RFP) seeks innovative solutions that align greenhouse gas emissions, diverting organic materials from landfills, and progressing towards a local circular economy. This initiative also supports the forthcoming Colorado Producer Responsibility Program, which aims to improve waste diversion and recycling capture rates across the state.
- 1.5. **Pre-Proposal Meeting:** There will not be a pre-proposal meeting for this Project.
- 1.6. **The Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.7. **Compliance:** All Offerors, by submitting a proposal, commit to adhere to all conditions, requirements, and instructions in this RFP as stated or implied herein or modified by addenda. Should the Owner omit anything necessary to the clear understanding of the

requirements, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent before the submittal deadline.

- 1.8. Procurement Process:** The 2023 version of the City [Procurement Policy](#) applies to this Solicitation.
- 1.9. Submission:** Please refer to section 5.0 of this Solicitation for the Preparation and Submittal Terms. Proposals must adhere to the formatting guidelines outlined in Section 5. Failure to comply with the specified format may result in proposals being deemed non-responsive. To participate in the solicitation opening, please use the provided information and link below:

**Solicitation Opening: Partnership with City of Grand Junction for Expansion and Enhancement of Waste Diversion Services RFP-5472.24-DD**  
**Jul 23, 2024, 2:00 – 2:30 PM (America/Denver)**

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

<https://meet.goto.com/178771197>

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United States: [+1 \(872\) 240-3212](tel:+18722403212)

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Dial in or type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly: [178771197@67.217.95.2](mailto:178771197@67.217.95.2) or [67.217.95.2##178771197](tel:67.217.95.2##178771197)

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- 1.10. Public Disclosure:** Under the Colorado Open Records Act (CORA), all information within any bid or proposal is subject to public disclosure. Upon the issuance of an award, both the solicitation file and the proposal(s) contained therein are subject to a [CORA request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.11. Altering Proposals:** Any alteration(s) made before the opening date and time, must be initiated by the Offeror. Proposals may not be altered or amended after the submission deadline.
- 1.12. Withdraw of Proposals:** 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 before award.
- 1.13. Acceptance of Proposal Content:** The Proposal selected by the Owner, if any, shall become a part of the Contract Documents. Failure of the successful Offeror to accept the 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 “Consultant” or “Firm.”
- 1.14. Addenda:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall

be vested in the Purchasing Division. Addenda will be issued electronically through BidNet Direct Rocky Mountain E-Purchasing System website at <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. An Offeror(s) must acknowledge receipt of all addenda in the proposal(s).

- 1.15. 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 substitutions or alternatives. When offering substitutions and/or alternatives, the 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 for performing in strict accordance with the Contract Documents.
- 1.16. Confidential Material:** All materials submitted in response to this RFP will ultimately become public records and shall be subject to inspection after the 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 identified with the words "**Confidential Disclosure**" and uploaded as a separate document may establish the information as confidential or proprietary. Any material the Offeror(s) intends to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Offeror will have the opportunity to withdraw its proposal or to remove the confidential or proprietary information.
- 1.17. 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 Material." Disqualification of a proposal does not eliminate the City's right.
- 1.18. 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 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.
- 1.19. Taxes:** The Owner is exempt from State, County, and Municipal Taxes; and Federal Excise Tax. Therefore, all fees shall not include taxes.

- 1.20. Public Opening:** The opening of the Proposal(s) shall be conducted publicly in a virtual meeting following the proposal deadline. Offerors, representatives, and interested persons may be present. Proposals shall be received and acknowledged to maintain transparency in the process. As per the nature of an RFP, only the company name(s) and the business location of the proposing Offeror(s) 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 a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein/the Contract Documents. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's 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. 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 before a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and the Firm. By executing the Contract, the Firm represents that it has familiarized itself with the conditions under which the Services are 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 Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications contained herein.
- 2.3. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of its employee(s) and all other person(s) performing any of the Services under the Contract.
- 2.4. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the Contract Administrator.
- 2.5. Assignment:** The Firm shall not sell, assign, transfer, or convey the Contract resulting from this RFP, in whole or in part, without prior written approval from the Owner.
- 2.6. Compliance with Laws:** Proposals must comply with all Federal, State, County, and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The 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 as required by law.

- 2.7. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.8. Confidentiality:** All information disclosed by the Owner to the Offeror and/or the Firm for the Services to be performed or information that comes to the attention of the Firm during the course of performing such Services is to be kept strictly confidential.
- 2.9. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this RFP.
- 2.10. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by an Agency may be rejected in whole or in part when it is in the best interest of the City.
- 2.11. Contract:** This solicitation, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Firm. The Contract represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.12. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; 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.
- 2.13. Employment Discrimination:** During the performance of any Services, the Firm agrees to:
- 2.13.1.** 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 Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.13.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.
  - 2.13.3.** Notices, advertisements, and solicitations placed following federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 2.14. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.

- 2.15. Ethics:** The Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.16. Failure to Deliver:** In the event of failure of the Firm to perform under the Contract, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for any and all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.17. 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 of the Contract at any time under the terms thereof.
- 2.18. 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.
- 2.19. Indemnification:** The Firm 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 Firm, or of any Firm's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from proposal award. The Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance or non-performance.
- 2.20. Independent Firm:** The Firm shall be legally considered an independent entity and neither the Firm nor its employees shall, under any circumstances, be considered servants, or agents of the Owner. The Owner shall be at no time 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, or any other amounts for benefit(s) 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 to its employees.
- 2.21. Ownership:** All documents, plans, concepts, and work prepared under the Contract, *etc.*, created by the Firm for this Service, shall become the property of the Owner. All information furnished by the Owner is and shall remain the Owner's property.
- 2.22. Patents/Copyrights:** The Firm agrees to indemnify and hold harmless the Owner from any claims, including but not limited to those related to patents, copyrights, trademarks, or any other form of intellectual property rights infringement. In no event shall the Owner be held liable to the Firm for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in the event of patent,



copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.

- 2.23. Governing Law:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under this Solicitation and/or Contract shall be in District Court 21<sup>st</sup> Judicial District, Mesa County, Colorado.
- 2.24. Expenses:** Expenses incurred in the preparation, submission, and presentation of a proposal in response to this solicitation are the responsibility of the Firm and shall not be charged to the Owner.
- 2.25. Sovereign Immunity:** The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, including but not limited to the Colorado Governmental Immunity Act, 24-10-101 C.R.S *et seq.*
- 2.26. Collusion Clause:** Each Offeror, by submitting a proposal, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or reasonable belief of collusion among the Offerors will be rejected. The Owner reserves the right, at its discretion, to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 2.27. 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 the Contract without liability to the Owner.
- 2.28. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.29. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform under the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.
- 2.30. Multiple Offers:** If an Offeror submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "Alternate PROPOSAL". The Owner reserves the right to make the award in the best interest of the Owner.
- 2.31. Definitions:**
- 2.31.1.** "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.

- 2.31.2. "Consultant" or "Firm" is the person, organization, entity, or consultant identified as such in the proposal and throughout the Contract. The term encompasses the Consultant, Firm, or its authorized representative(s).
  - 2.31.3. "Deliverable" refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Consultant as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability established by the Office of Information Technology under section §24-85-103(2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
  - 2.31.4. "Key Personnel" designate the crucial individual(s) from the Firm essential for the successful execution and completion of the Project. The individual(s) will possess specialized skills, knowledge, or experience required for the Project's specific scope of work.
  - 2.31.5. "Offeror" refers to the person(s) legally authorized by the Firm to make an offer and/or submit a response fee proposal in response to the RFP.
  - 2.31.6. "Project" or "Work" refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.
  - 2.31.7. "Services" includes all labor, materials, equipment, and/or professional skills necessary to produce the Work and meet the requirements of the Contract Documents.
  - 2.31.8. "Subcontractor" is a person(s) or organization that has a direct contract with the Firm to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.
- 2.32. **Public Disclosure Record:** If the Offeror knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", and/or a statement of financial interest, before conducting business with the Owner.

## Section 3.0: Insurance and Bonding Requirements

- 3.1. **Insurance and Bonding Requirements:** The successful Offeror shall provide evidence of its ability to obtain required bonds from a surety company acceptable to the Owner. The surety company must be licensed to conduct business in the jurisdiction where the work is to be performed and must have an A.M. Best rating of A- or better.

Prior to the commencement of the Contract, the Offeror shall provide the Owner with certificates of insurance evidencing required coverages. The certificates shall state that the policies shall not be canceled or materially altered without at least 30 days' prior written notice to the Owner. The Owner shall be named as an additional insured on the general liability, automobile liability, and umbrella or excess liability policies.

The Offeror shall ensure that all insurance and bonding requirements are met to be eligible for Contract award and to avoid Contract termination. Failure to provide the required bonds and insurance within the specified time frame may result in disqualification of the Offeror.

## Section 4.0: Scope of Services

**4.1. Background/General:** The City of Grand Junction currently provides recycling collection service to approximately 5,787 residential accounts and 70 commercial customers. Currently the City collects over 1,540 tons annually of recycling material with a combination of multi-stream (source separated), dual stream routes, and public drop off. Currently, glass is only collected curbside by the multi-stream program and drop off. The dual stream program areas have neighborhood specific glass drop sites that encourage residents to continue recycling the material. These glass sites receive minimal contamination and allows the commodity to remain separate, ensuring 100% recyclability.

The City also operates a free drop off, staffed with an attendant, that is open to the public six days a week. Operating hours are Monday through Friday, 7:00 a.m. to 4:00 p.m. and Saturday, 9:00 a.m. to 3:00 p.m.

The following materials are accepted by the recycling program:

- Corrugated cardboard
- Paperboard/chipboard
- Newspaper/office paper/mail
- Plastic bottles/jars/jugs/tubs #1, #2, and #5
- Aluminum cans
- Steel/tin cans
- Glass jars/bottles

**4.2. Project Overview:** The City of Grand Junction is seeking Proposals from experienced and qualified organizations to enter into a partnership that will contribute to the expansion and enhancement of not only the City's automated curbside recycling program, but also the processing of materials received. This Request for Proposal (RFP) seeks innovative solutions that align greenhouse gas emissions, diverting materials from landfills, and progressing towards a local circular economy. This initiative also supports the forthcoming Colorado Producer Responsibility Program, which aims to improve waste diversion and recycling capture rates across the state.

**4.3. Project Objectives:** The primary objective of this RFP is to identify a partner that can help the City overcome current operational challenges and enhance the efficiency and capacity of our recycling program. The partnership aims to:

1. **Expand Processing Capabilities:** Develop or improve facilities to handle increased volumes of recyclable materials efficiently.
2. **Integrate with Colorado Producer Responsibility Program:** Ensure that our recycling efforts align with new state-wide waste diversion goals, facilitating conformance with EPR legislation.
3. **Enhance Sustainability and Environmental Outcomes:** Propose strategies that significantly reduce greenhouse gas emissions through optimized recycling processes and contribute to the establishment of a circular economy.

**4.4. Scope of The Partnership:** The selected partner will be expected to:

- Collaborate in the modernization and/or expansion of recycling facilities to accommodate increased volumes of recyclable materials, which may also include organic materials as well as hard to recycle items.
- Provide expertise and resources to enhance the operational efficiency of the City's automated curbside recycling and diversion programs, such as seasonal curbside yard waste collection.
- Support public education and outreach initiatives tailored to the local community to increase recycling participation among residents and embrace a zero-waste education approach.
- Ensure transparency and responsibility in all recycling processes to maintain public trust, program affordability, and service excellence.

**4.4.1 Location:** The Recycling Facility is located at 333 West Ave. inside the City Municipal Campus. The footprint for processing, commodity storage, and drop off area is approximately 1.45 acres. The facility currently operates out of several different buildings. One is an old water treatment facility building which is utilized for sorting/baling of paper and containers, which utilizes a Maren Baler. There is a 3,650 sq. ft. building that provides a small tip floor and processing of cardboard with a designated Excel Baler.

The facility also has a newly constructed enclosed tip floor that is approximately 6,500 sq. ft. which will provide storage for loose and baled materials, while also protecting the commodities from the elements. The tip floor has access from the west or east side of the structure via large accordion doors and two-man doors.

The drop off is approximately 160 ft. in length and provides three repeating drop off sections that consist of tanks designated for the following:

- Corrugated cardboard
- Paperboard/Chipboard
- Newspaper/office paper/mail
- Plastics/Aluminum/Steel/Tin combined
- Glass jars/bottles

The public drop off visits average 250 or more vehicles per day.



**4.4.2 City’s Recyclable and Material Volumes and Composition:** The annual shipped material tonnage and 2023 material audit is provided below. These numbers continue to increase as additional areas are phased into the automated collection program.

**Material shipped in 2023**

Paper	919,929 lbs./460 tons
OCC	1,079,058 lbs./540 tons
Aluminum	87,638 lbs./44 tons
Tin	113,323 lbs./56 tons
Plastics	242,922 lbs./121 tons
Glass	638,500 lbs./319 tons
<b>Total shipped</b>	<b>3,081,370 lbs./1540 tons</b>

**Food waste collected in 2023**

105260 lbs./52.63 tons

**Yard waste collected in 2023**

April through October  
467380 lbs./233.69 tons

**4.4.3 Alignment with Colorado Producer Responsibility Program:** The proposal must detail how the partnership will support the City’s alignment with the upcoming Colorado Producer Responsibility Program. This includes strategies for adapting to enhanced regulatory requirements, improving material recovery, and reducing contamination in recyclable streams.

**4.4.3 Environmental Impact and Sustainability Goals:** Proposals should clearly articulate methods for reducing environmental impact, particularly in terms of greenhouse gas emissions. This includes but is not limited to:

- Implementing energy-efficient technologies and practices in recycling operations.
- Enhancing logistics to minimize transportation emissions associated with recycling activities.
- Proposing innovative approaches to material reuse and recovery that contribute to the circular economy in our region.

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

**4.5.0. Contract:** A binding Contract shall consist of (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (Proposal) to the RFP, and (3) any clarification of the Proposal, if applicable. All Exhibits and Attachments within the RFP are 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 and other laws as applicable.
- 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 Contract Administrator or by a modified Purchase Order/Contract before 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.

**4.5.1. City of Grand Junction Partnership Point of Contact**

Jay Valentine, General Services Director  
 City of Grand Junction  
 333 West Avenue, Building C  
 Grand Junction, CO 81501

**4.5.2. Contract Administrator:** The designated Contract Administrator for the City is Duane Hoff, Jr., CPPB. Any inquiries, issues, change orders, amendments, or communications about the contract throughout the project phase should be directed to:

Duane Hoff, Jr., Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)  
 (970) 244-1545

**4.6. Conclusion:** This RFP represents a pivotal step in the City of Grand Junction's commitment to sustainability and environmental stewardship. We look forward to partnering with an organization that shares our vision of a more efficient, effective, and environmentally responsible recycling program. Responses to this RFP will help shape

the future of waste management in Grand Junction and contribute significantly to the broader goals of waste reduction and sustainability in Colorado.

#### 4.7. RFP Tentative Time Schedule:

- Request for Proposal available July 5, 2024
- Inquiry deadline, no questions after this date July 15, 2024
- Final Addendum Posted July 16, 2024
- Submittal deadline for proposals July 23, 2024, before 2:00 p.m.
- Owner evaluation of proposals July 24 – July 31, 2024
- Interviews, *if required* August 5, 2024
- Final Selection August 6, 2024
- City Council Approval August 21, 2024
- Contract execution August 23, 2024

#### 4.8. Questions Regarding Scope of Services:

Dolly Daniels, Senior Purchasing Agent  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

### Section 5.0: Preparation and Submittal of Proposals

**Submission:** *Each proposal shall be submitted in electronic format only, and only through BidNet Direct Rocky Mountain E-Purchasing System website link: (<https://www.bidnetdirect.com/colorado/city-of-grand-junction>). This site offers both “free” and “paying” registration options which allow for full access to the City’s documents and electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view the “**Electronic Vendor Registration Guide**” at <https://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Vendor side of RMEPS. If there are website or other problems that arise during response submission, the Offeror **MUST** contact RMEPS to resolve the issue before the response deadline **800-835-4603**).

To ensure accurate comparison and evaluation, proposals must adhere to the format outlined in Section 5.0 “Preparation and Submittal of Proposals.” The uploaded response to this RFP must be a single PDF document containing all necessary information. Offerors must demonstrate interest in this Project, highlight relevant experience, and address its capability to fulfill the Scope of Service(s) stated herein. Proposals must follow the specified formatting from **A** to **H** as required by the Owner for proper comparison and evaluation:

#### **Proposals are requested to not exceed 25 pages**

**A. Cover Letter:** A cover letter shall be provided that explains the Offeror’s interest in the Project. The letter shall contain the name, address, phone number, and email of the

person designated as the Firm's principal contact person. Furthermore, it shall identify individual(s) authorized to make presentations and commitments on behalf of the Firm. The cover letter shall bear the signature of the person having the proper authority to make formal commitments on behalf of the Firm, stating the individual(s) role and signature authority. By submitting a response to this Solicitation, the Offeror agrees to all requirements herein.

- B. Understanding of Stated Objectives:** To ensure clarity and alignment, we request that the offeror acknowledges their understanding of the stated objectives. Please include a statement in your response that addresses the following points:
- **Confirmation of Understanding:** A clear statement that you have read and understood the overall goal and specific objectives outlined in this document.
  - **Restatement of Objectives:** A brief restatement of the main goal and specific objectives in your own words to demonstrate comprehension.
  - **Approach to Meeting Objectives:** An overview of your approach to meeting these objectives, highlighting how your methods and strategies align with the stated goals.
  - **Commitment to Objectives:** An explicit commitment to achieving the stated objectives within the defined scope and constraints.
- C. Qualifications/Experience/Credentials/Capacity:** Offerors must present its qualifications, relevant experience, credentials, and the Firm's capacity for consideration as a City partner. The proposal should feature resumes of Key Personnel, highlighting qualifications and experience. Emphasis should be placed on a proven track record in managing similar projects, meeting deadlines, and adhering to budgetary constraints. The project team's ability to provide highly experienced and qualified key personnel to effectively address the demands of the Project.
- D. Strategy, Approach and Implementation Plan:** The Offeror is expected to provide a detailed description of its interpretation of the Owner's objectives outlined in this RFP. Describe the proposed strategy or plan for achieving the objectives of this RFP. The Offeror has the flexibility to use a written narrative or any other appropriate format to demonstrate its capability to fulfill the Scope of Services. The narrative should present a logical progression of tasks and efforts, commencing with the initial steps or tasks and extending to a complete description of all proposed tasks, demonstrating how the RFP objectives will be accomplished. Specifically, a detailed project approach, timeline, and budget. Describe program evaluation activities and how those will be used to address partner goals around carshare and equity. Additionally, include a **schedule for completion of the Offeror's implementation for the Project** and an estimate of time commitments from the Owner personnel.
- E. References:** Provide a minimum of three (3) references capable of attesting to the Firm's experience in relevant projects similar scope and size outlined in 4.4. Scope of Services. Each reference should include a summary of the project completed, including



the client's name, address, point of contact person, telephone number, and email address.

- F. Solicitation Response Form:** The Offeror shall complete and submit the attached Solicitation Response Form with its Proposal.
- G. Additional Data (optional):** Furnish any additional pertinent information that is directly related to the qualifications and capabilities of the Consultant/Firm. This may include details about specific expertise, innovative technologies, approaches, or any other information that will enhance the evaluation of the Firm(s) suitability to provide the services outlined in this RFP.

## Section 6.0. Evaluation Criteria and Factors

- 6.1. Overview:** An evaluation committee, appointed by the City, will assess all qualified responses. Proposal(s) will be selected based on the ability to demonstrate the necessary expertise and capability essential for delivering the scope of services. Additionally, the committee will consider the integrity and reliability of the proposals, to ensure the highest degree of confidence in full faith and performance.
- 6.2. Intent:** Only Respondents who meet the qualification criteria will be considered. Therefore, the submitted proposal must indicate the Offeror's ability to provide the services described herein.
- 6.3. Evaluation Summary:** Proposals will be prioritized based on the criteria categories and values described below. The City reserves the right to reject any portions of proposals and take into consideration past performance of previous awards and contracts with the Owner of any Offeror, or service provider in determining a final award(s), if any.

### *Evaluation Criteria and Weighted Values shall be worth one-hundred (100) %*

- **Responsiveness of Submittal to the RFP twenty (20) %**  
Evaluation of how well the proposal addresses and conforms to all aspects of the RFP, including completeness, accuracy, and adherence to preparation and submittal instructions.
- **Understanding of the Project and Objectives twenty (20) %**  
Assessment of the Offeror's demonstrated understanding of the City's specific goals and objectives for the project, including its ability to articulate how its proposed approach aligns with the objectives.
- **Qualifications, Experience, and Capability twenty-five (25) %**  
Evaluation of the Offeror's past performance and expertise in completing similar projects, including relevant certifications, qualifications, and skill sets as outlined in Section 5.0.
- **Strategy & Implementation thirty-five (35) %**  
The Offeror has provided a clear interpretation of the City's objectives regarding the required Services, and a fully comprehensive plan to achieve successful completion. See Section 5.0. Item C – Strategy and Implementation Plan for details.

- 6.4. Shortlist Offerors:** The City expects to follow the process below to shortlist proposals. The City reserves the right to modify this process if it is in the best interest of the City.
- All proposals will be reviewed for compliance with mandatory requirements as outlined in this RFP. Proposals deemed non-responsive will be eliminated from consideration. The Purchasing Agent may contact Offerors for clarification of its proposal.
- 6.5. Negotiations:** The City reserves the right to negotiate with the highest-rated Offeror(s) and will not engage in negotiations with lower-rated Offeror(s) unless negotiations with higher-rated Offeror(s) have been unsuccessful and are subsequently terminated. The

selected Agency may submit revisions to its proposal, including technical aspects, because of negotiations, if deemed in the best interest of the City.

- 6.6. Interview(s):** The Owner reserves the right to invite the most qualified Offeror(s) to participate in a virtual, or in-person interview(s) if needed.
- 6.7. Award:** Offeror(s) shall be ranked or disqualified based on the criteria listed in Section 6.3. The Owner reserves the right to consider all of the information submitted and/or presentations, if required, in selecting the successful Offeror.

## Section 7.0. Solicitation Response Form

### RFP-5472-24-DD “Partnership with the City of Grand Junction for Expansion and Enhancement of Waste Diversion Services”

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

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

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The undersigned has thoroughly examined the entire Request for Proposal and therefore submits the proposal and schedule of fees and services attached hereto. This Proposal is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror accepts and agrees, under the *terms and conditions contained in this Request for Proposal*, that it is prepared, ready, and willing to perform and provide services as described in the attached Proposal if the same is accepted by the City.

The undersigned Offeror acknowledges the right of the City to reject any Proposal(s) submitted and to waive any informality(ies) and irregularity(ies) therein in the City’s sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its capability, that the Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to the Proposal with any other Offeror or with any competitor.

- No attempt has been made nor will be to induce any other person or Consultant to submit a proposal to restrict competition.
- The person(s) signing the Proposal certifies that it is a legal agent of the Consultant/Firm, authorized to represent the Firm, and is legally responsible for the offer concerning supporting documentation provided.

**RECEIPT OF ADDENDA:** The undersigned Firm acknowledges receipt of the 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.

Please provide a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror must also furnish a current completed W-9 form.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent, Title – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
Email Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date

The undersigned Offeror proposes to subcontract the following portion of Services:

<u>Name &amp; address of Subcontractor (Name, City, State)</u>	<u>Description of Service(s) to be performed</u>	<u>Est. Value of Service(s)</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror acknowledges the right of the City to reject any and all Offers submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Proposal, each Offeror certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Proposal with any other Offeror or with any competitor.