



REQUEST FOR PROPOSALS
For
Single Hauler for Municipal Solid Waste Services
November 5, 2024

PROJECT GENERAL DESCRIPTION

The Town of Vail is seeking a qualified waste hauler to provide residential solid waste collection services community-wide for all single-family units and multi-family properties with 7 units or less, via municipal contract. Required core service shall include trash and recycling collection, with a plan to provide compost and yard waste collection immediately or by the end of year 2 of the contract period, and all related vehicle, personnel, billing and customer service management.

Contract Period: The Single Hauler Contract Agreement will set forth terms for minimum of five (5) years, subject to annual appropriations as applicable.

Response information:

Proposals are due by 5:00 pm MDT on December 2, 2024

Delivered via E-mail to: Kristen Bertuglia, Environmental Sustainability Director,
kbertuglia@vail.gov, 970-477-3455

One (1) electronic copy (PDF) is required to be submitted by 5:00 pm, December 2, 2024.

Proposals due by 5 pm MDT.....	December 2, 2024
Selection Committee Final Review.....	December 6, 2024
Town Council Review.....	December 17, 2024
Notice of Award.....	December 18, 2024
Contract Negotiation Period.....	December 19-January 20, 2025
Transition Period.....	January 20-Spring,2025

I. INTRODUCTION

Town of Vail

The Town of Vail is a mountain resort community in the state of Colorado at 8,150 ft. in elevation with 4.5 square miles of land area, with a full-time population of roughly 5,300 and 5,000 part-time residents, with approximately 65% of property owners as second homeowners. Vail is centered around 2 base villages with surrounding neighborhoods and one commercial area in West Vail. Vail is fortunate to welcome just under 4 million visitors per year, with high visitation days increasing Vail's population to 40,000. Seasonal guests, fluctuating populations, and space-constrained pedestrian villages lead not only to an increase in per capita waste, but also a challenging environment for multiple waste haulers to operate, and for the town to

communicate effectively, provide education, and to consistently prevent traffic and safety issues, and wildlife/trash incidences.

Vail has a long-standing commitment to waste diversion, guest service, public safety, and climate and has adopted goals related to each of these areas, driving the decision to switch to a single hauler system, rather than the open market subscription collection system in place today.

Residential Waste – Unit Characterization

While the Town of Vail does not currently require all residential property owners to subscribe to trash and recycling service, as the town moves forward with the single-hauler process, a change to the Town ordinance that requires participation in service will be reviewed by the Town Council for approval. The current town-wide residential unit configuration is found in Table 1. The number of residential units that would qualify under a municipalization ordinance (residential dwelling units with 7 or less units) and subsequently be included in residential collection is a minimum of 3,873 households. Note that there are an additional 250 units that fall outside a residential Zone District but would meet the condition of 8 units or less and would therefore be included in the number of households included in single hauler pickup, bringing the total to 4,123. Multi-family complexes with 8 or more units, businesses, hotels, etc. may be given the opportunity to opt-in to the single hauler program.

		1 Unit	2 Units	3 Units	4 Units	5 Units	6 Units	7 Units	8 Units	>8 Units	
Residential Zone Districts	Hillside	14									
	SFR	62									
	TFR	131	166	1			1				
	TFPS	461	200	14	24	2	2		1	8	
	RC	29	9	4	5	4	1	3	3	25	
	LDMF	17	1	2	1		4	1	1	14	
	MDMF	7	11				1		2	20	
	HDMF	1		1	1					26	
	CH-1										
	CH-3										6
VV THs	9	6								1	
	Total	731	786	66	124	30	54	28	56	NA	1875
	Total Individual Units	731	1572	198	496	150	324	196		NA	3667
No underlying zoning	SDD 4	16	34					1		6	
	SDD 5									3	
	SDD 8									1	
	SDD 16	5									
	Total	21	68						7	0	NA
	Total Individual Units	21	136					49		NA	206

Table 1. Town of Vail Residential Unit Count by Zone District

Recycling

The current recycling rate in the Town of Vail is 36%. While this has increased over the years from 9% in 2010, the Town is dedicated to increasing the recycling rate to at least 50% by 2030, diverting 80% of all yard waste, cardboard and organics from the landfill, as well as 100% of all recoverable construction and demolition waste by 2030.

Under current regulations, waste haulers must register with the Town and report diversion rates in accordance with [Title 5, Chapter 12, Vail Town Code](#), and meet the requirements of the community-wide recycling ordinance established in 2014:

1. Recycling rates must be embedded with trash hauling rates
2. Residential volume-based pricing (Pay as You Throw)
3. Prohibition on recyclable materials discarded as trash
4. Waste hauler registration and data reporting
5. On-site recycling requirement
6. Equal service rate requirement (residential recycling collected as frequent as trash)

The Town of Vail also hosts two free Hard to Recycle events in the spring and fall, with bulky item collection, e-waste, outdoor gear, tires, household hazardous waste, paper shredding and more.

Compost

The Town of Vail is currently working with a local waste hauler to operate a residential [curbside compost program](#) in West Vail, with plans to expand. The current hauler provides weekly service at a \$8 subsidized rate to residents, as well as a 5-gallon locking bucket, educational materials, guidelines and instructions, and two paper yard waste bags.

Loading and Delivery

A primary goal of the Town is to provide a safe experience within pedestrian areas by limiting vehicular access to the Village Core, thus mitigating the potential threat of intentional and/or errant vehicle/pedestrian conflicts resulting in injury or death, all while maintaining full access for emergency vehicles and responders. For many years, there have been discussions on how to minimize the number of vehicles that enter pedestrian areas, and at that time a significant focus was on loading and delivery vehicles. As a result, the town implemented the successful E-Courier program that limits the amount of loading and delivery trucks that enter the Vail Village daily by better utilizing the underground loading and delivery facility built many years ago. With the successful implementation of this program, the focus has now moved on to expanding traffic control into these areas by further reducing the number of large vehicles that enter and operate in areas primarily designed for and dominated by pedestrian use.

The Town of Vail has recently adopted [loading and delivery regulations](#) in Vail Village and Lionshead to increase the safety of pedestrians. Waste haulers are currently exempt from the rules, however as Vail moves toward eliminating all commercial vehicle traffic in the villages, the town is interested in creative ideas/solutions with our waste hauler partner to utilize small electric vehicles to haul waste in the future. Currently, waste haulers are asked to operate in the villages between the hours of 7am and 9 am and be cognizant of noise, traffic, pedestrian and guest impacts.

II. SINGLE HAULER SCOPE OF SERVICES

The Town of Vail is requesting proposals from qualified Contractors to provide collection of Solid Waste, Recyclable Materials, Yard Waste, Bulky Items, Compost, and related services for single family homes and multi-family buildings of 7 or fewer units, and those residential multi-family locations and or businesses that wish to opt-in to the single hauler program. Award of a contract for Residential Solid Waste Collection Services is subject to approval by the Vail Town Council and contingent upon the municipalization of Solid Waste Services.

The Contractor should demonstrate via their proposal that the single hauler waste system can achieve the following overarching objectives:

- 1) Increase Public Health and Safety**
- 2) Achieve Environmental Goals**
- 3) Improve Guest and Resident Experience**
- 4) Achieve Cost Efficiencies for the Community**

The following outcomes are ways in which a single hauler system can and should impact these objectives. The Contractor should describe how their system will demonstrate effectiveness in these areas if applicable, and any other ways the Contractor intends to meet the above four objectives.

Public Health and Safety

- Reduced number of trash and recycling trucks improves safety on the roads for pedestrians in residential areas and the commercial core pedestrian villages. A single hauler may eventually provide waste services in an opt-in centralized system, similar to the current model provided by 106 West delivery services in operation.
- Reduced trucks on the road reduces emissions, leading to improved air quality and reduced odor and noise.
- A single hauler schedule limits number of days containers are set out throughout the week in different neighborhoods. This will increase street level visibility and decrease the number of wildlife encounters.
- Ease of code enforcement with one hauler as it streamlines monitoring of wildlife resistant carts and compliance issues.
- Increased service level, including cleanliness and appearance of trucks and replacement/repair of broken trash and recycling carts, damage to street pavers.

Guest and Resident Experience - Rates, Service, and Communication

- Equitable pricing and economies of scale that bring costs down for residents and property owners.
- Increased accountability and level of service making it easier to resolve on-going issues and complaints.
- Streamlined communications from the town regarding waste and recycling services, including established collection days and consistent messaging and education on recycling, composting, wildlife, etc.
- Single hauler residential systems also can allow residents to opt out of the service and contract with any waste hauler they elect.

Environmental Goals and Results

- Increased residential waste diversion and recycling rates.
- Increased recycling and composting options reduce greenhouse gas emissions related to landfilling municipal solid waste.
- Consolidated number of collection days for residential services reduces number of trucks on the roads resulting in reduced air pollution and greenhouse gas emissions. A study conducted in Arvada, Colorado indicate moving to a single hauler contract can reduce greenhouse gas emissions related to trash and recycling service up to 33%.
- Improved data collection: municipality can require specific reporting requirements, including on-truck scales to accurately measure municipal solid waste, recycling, and compost collected. There are fewer haulers from which to track residential data, reducing staff time and inaccuracies/inconsistencies in reporting.
- Reduced contamination in recycling with streamlined recycling messaging.

- Reduced dumping of residential municipal solid waste in public areas, including parks and the recycling drop site, in turn reducing burden on staff removing illegally dumped waste from these areas.
- Increased opportunity to offer compost service town wide.
- Less exposure of trash and wildlife to trash with fewer days of service per week.

III. SERVICES REQUIRED

Solid Waste Collection proposals shall include the following Solid Waste Collection Service components (see Appendix A, Definitions for further clarity).

- A. Solid Waste Collection.** Note, Per Town Code, Haulers shall provide each of their residential customers curbside recyclables collection service at the same frequency of regular solid waste collection. It is unlawful to haul to or otherwise deposit recyclables in a landfill or deliver recyclables anywhere other than a certified Materials Recovery Facility. Therefore, Haulers may offer two or more scenarios in the proposal for consideration: For example, Scenario 1: weekly collection of both recycling and trash, or Scenario 2: weekly recycling collection with every other week trash collection. Door-to-Door Service shall be offered for those customers with disabilities at no additional fee and may be proposed as an additional service for all customers by the Contractor. Contractor shall define under what circumstances they shall offer a Service Suspension, which shall not exceed more than one time per year for a period of 3 months. A fee shall be assessed during Service Suspension.
- B. Containers.** The Contractor shall either offer for sale, lease, or otherwise provide containers in good working condition for both Solid Waste and Recycling, and Compostable Materials as appropriate to its Customers. Note that per Town Code, recycling containers must be no smaller than 64 gallons capacity of the designated recyclable materials. **All** containers are subject to the provisions of Chapter 9, Vail Town Code, wherein all Containers shall be wildlife proof or wildlife resistant and locked. Customers will not be permitted to use make-shift locking containers that have been used in the past (e.g. carabiner clip and wire), nor will open-top tubs be allowed, regardless of its contents. The Contractor shall be responsible for Customer compliance, and the Town will work to assist with achieving compliance. The Contractor is encouraged to offer a collection and recycling program for Customer containers during the transition period. Containers for Recyclable Materials, trash, Compostable Materials, etc. shall be clearly distinguishable in color. The Contractor shall provide labels or label all containers indicating which materials are accepted in each container. The labels shall include pictures and words of the acceptable materials in both English and Spanish. The Town requires the Contractor to provide variable rate service for Solid Waste (See D. below), and therefore requires that the Contractor have available for Customers containers of each size at all times (32-gallon, 64-gallon, and 96-gallon capacity).
- C. Residential Embedded Rates.** Per Town Code, on Residential Customer waste bills, haulers (The Contractor) shall combine charges for all trash and recyclable material collection service and shall not itemize them separately or permit a customer to not recycle at their property.
- D. Residential Volume-Based Rates (Pay-As-You-Throw).** Per Town Code, haulers (The Contractor) shall offer each of its customers the option to subscribe to different levels of service with different capacities of solid waste containers, such as 32-, 64- and 96-gallon

containers/carts, and shall charge their customers based on this volume of service. The Contractor shall communicate these rate options directly with customers in writing and electronically and make them available online either through the Town's website or the Contractor's. For Residential Customers, the base unit of solid waste service shall be no larger than the approximate capacity equivalent of a 32-gallon container or cart. If a customer does not select a level of service, the provider shall establish a default minimum level of service that is not larger than two units of service or a single 64-gallon container or cart.

(a) Variable rates. Haulers (The Contractor) shall charge variable rates for the corresponding level of service or units of solid waste collection for residential customers.

(b) Haulers (The Contractor) shall structure the increments of their variable rate at a multiple of the base unit of solid waste collection which is no larger than 32 gallons. The second largest increment of solid waste collection shall be no larger than two times the capacity of the base unit or no larger than 64 gallons, and the third largest increment of solid waste collection shall be no larger than two times the capacity of the second largest increment of solid waste collection. Such rate increments shall be equal to 80% or more of the charges for the base unit of collection (e.g., if \$10 is applied to a 32-gallon container, a minimum of \$18.00 shall be applied to a 64-gallon container, and a minimum of \$32.40 shall be applied to a 96-gallon container).

E. Quarterly Service Report. The quarterly report shall be submitted for the previous calendar quarter. It shall include a log and photographs where applicable and:

- a. Customer complaints and resolutions by address
- b. Missed collections and resolutions by address
- c. Return collections due to late set-outs or blocked containers by address
- d. Addresses with overflow containers
- e. Addresses with recyclables contamination of 25% or more
- f. Wildlife resistant container violations
- g. Vehicle accidents or infractions
- h. Weight (in tons) of solid waste and recyclable materials collected within the Vail Town limits. For loads that contain trash or Recyclable Materials originating in part from within the Town limits and in part from outside the Town limits the reported quantity may be estimated by the Contractor but shall use a format approved by the Town, which shall include the use of both the scale tickets and customer route sheets, and reported as an estimate. Weights of Solid Waste, Recycling, Compost and Yard Waste as applicable (scale data is strongly preferred – however, volume to weight conversion and estimations of residential quantities will be acceptable with a methodology approved by the Town). All reports shall be treated as confidential commercial documents under the provisions of the Colorado Open Records Act.
- i. All facilities any Town trash, Recyclable and Compostable Materials were delivered to.
- j. End-markets (i.e., buyers of materials from facilities that process the Town's recyclables) – the Town recognizes that this information may not be consistently available but expects the Contractor to make a good faith effort to obtain and report where materials were marketed.
- k. Other information that the Town may reasonably request.

F. Recyclable Material Designation. Per Town Code, Haulers (the Contractor) may not dispose of Recyclable Materials set out by customers by any means other than delivering

it to a Materials Recovery Facility (MRF) that sorts, packages and otherwise prepares recyclable materials to be repurposed or reprocessed into new materials, except for materials that customers have not properly prepared for recycling and as a result are contaminated 25% or more with nonrecyclable refuse. At a minimum, the Contractor must recycle all materials found in Table 2.

Recyclable Materials Required	
Cardboard Newspaper Magazines, Paperback books Paperboard Aseptic container Glass bottles Aerosol Cans	All Plastics (including at a minimum all bottles, tubs, jugs and jars, clamshells etc.) Diversion avenues for all other plastics expected Steel, Tin Cans Aluminum

Table 2: Minimum materials required for Recycling

Note: The provisions outlined above shall not be construed to prohibit any hauler from establishing rules and regulations regarding the safe maximum weight of containers of solid waste and recyclable material containers. Nor is any hauler prohibited from providing separate pricing for special collection of bulky items, yard waste, contaminated recyclables, unscheduled pick up or extra volumes of trash, compostable or recyclable material, or more than what was subscribed for with the hauler.

G. Auditing. Note that a representative of the Town of Vail may audit a registered hauler’s subscription, billing and other relevant records to determine whether or not the provider has complied with the provisions of § [5-12-4](#) Vail Town Code at the provider’s office located nearest to the Town of Vail during hours that the office is open for business, on at least five days’ written notice.

H. Communication and Education. In addition to the Container labeling requirements per Town Code listed above, education on proper disposal of solid and hazardous waste material (e.g. e-waste and household hazardous waste), recyclables and compost as applicable, collection events, etc. should be provided to customers frequently, and in English and Spanish.

The Contractor’s proposal shall include a process and timeline for each of the following activities to be completed during the transition period and thereafter during the term of the contract:

- a. Develop, produce and distribute public notifications to Customers. The Contractor shall collaborate with the Town to design the public notifications with final approval by the Town.
- b. Contractor shall distribute public notifications at the following occurrences:
 - During the initial start-up period
 - When new Customers start service (after the service start-up period)
 - When Customers change service levels at any time
 - Annually to all Customers at a time agreed upon with the Town

Notifications shall be in a multi-color, user-friendly format with any text in both English and Spanish and shall include:

- Available service levels and rates
- Annual collection calendar
- Set-out times and guidelines (i.e. customers are prohibited from placing any materials for collection out overnight or before dawn and must be in wildlife resistant containers, able to be closed and locked at all times)
- Directions for changing service levels, managing overflow, contamination, and requesting additional services
- Guidance on acceptable and unacceptable materials in Recyclable and Compostable Materials, and Yard Waste Containers as applicable

The Contractor must produce service tags/notices to address situations such as blocked carts, solid waste overflows, contaminated recyclable materials, yard waste or compost, wildlife violations, or other conditions that impact service or safety.

- Tags shall:
 - Include text in English and Spanish
 - Be made of durable, water-resistant material
 - Have a mechanism for temporary attachment to carts
 - Be a minimum size of 5" x 8"

Compost and Yard Waste Collection. While the Town does not currently require curbside compost, it does offer a pilot program for select neighborhoods, businesses, and a drop-off facility at Town Hall. In order to meet waste diversion and climate action goals, the town intends to implement community-wide compost in the near future, therefore, proposals must demonstrate either the ability to provide this service, or a plan to be able to accommodate curbside collection community-wide and a timeline, Container type, and pricing for implementation. Please note, the Town recognizes that an immediate transition to curbside composting presents challenges locally and may require a longer timeline, grant funding, partnerships, etc. However, the Town views this contract as a long-term relationship in which both entities are aligned on reaching environmental goals in the long-term.

Proposals shall include a detailed description of the ability and or near future plan to accommodate Yard Waste collection as a core service, at least as often as April through November each year. Collection should be on the same day as Solid Waste collection, and materials collected in wheeled carts with lids, or compostable large paper bags designed for yard waste only (branches, brush, grass clippings, leaves, plant material, no food waste). The Contractor shall deliver yard waste to a permitted / licensed compost processing facility or Contractor shall receive approval from the Town to take materials to a facility other than a permitted/licensed compost processing facility. Yard waste may not be landfilled unless the load is rejected from the compost destination due to contamination. If that occurs, the Contractor shall notify the Town immediately with details of the incident/cause of the contamination.

- I. **Special Event Partnerships.** The Town hosts several Community Clean Up Days and Hard-To-Recycle events at which it collects electronic waste, household hazardous waste etc. (see Section I. above). While the Town contracts for HHW material and other collections with certified disposal companies, a partnership with a single hauler to provide dumpsters for bulky collection, education and communication around the events, and adding other materials would be welcome.
- J. **Billing.** The Contractor will be responsible for bill collection on behalf of the Town of Vail and will be responsible for maintaining the software, address and email list, mailings and

handling postage as necessary. Customer rates will be established by the Town based on the final Contractor Agreement. The Town reserves the right to add a fee rider to bills should it deem necessary and collect from the Contractor on an annual basis. Rates and fees shall remain unchanged during each Service Year unless otherwise approved by an amendment to the Agreement. Customer bills may be on a monthly or quarterly schedule and can be assessed in advance or in arrears. Contractor proposal shall include the anticipated billing frequency and description.

All Customer bills shall include the following:

- Applicable service rates (PAYT)
- Statement that Recyclable Materials collection and Compostable Material and seasonal Yard Waste as applicable are bundled services (i.e., Customer cannot elect not to receive)
- Separate itemization of any fees for overflow Solid Waste, contamination, Bulky Items collection and any other fees approved by the Town
- Text in Spanish providing Customers with instructions for requesting their full bill in Spanish

The only fees allowed on Customer bills are those described in this Request for Proposals and incorporated into the executed Agreement. All costs of service must be addressed in the service rate or fees described in this Request for Proposals.

The Contractor shall provide Customer name, service address, billing address, phone number, Customer email, cart number and related cart sizes per service type to the Town in an electronic format acceptable to both parties a minimum of one time per year.

- K. Customer Service.** All customer service functions shall be provided starting in the transition period and shall continue through the Contract Agreement Term. Contractor proposal shall include dates within the transition period when partial and/or full customer service capabilities will be provided that align with the Contractor's proposed transition schedule. The Town expects that the Contractor provide adequate dedicated Customer Service Representatives capable of communicating variable rate pricing (PAYT), recycling requirements, etc., and have the ability to communicate in Spanish if necessary. The Contractor proposal shall include the number of customer service representatives (distinct from a centralized call center if otherwise utilized by the Contractor) where the customer service representatives will be located, and how the Contractor will ensure customer service representatives are familiar with Vail's contract, neighborhoods, and programs. The Contractor shall also include Customer Service hours (minimum from 8 a.m. to 5 p.m. MST Monday through Friday).

Customer Questions, Complaints and Service Change Requests

The Contractor shall detail in their proposal their approach to effectively meet the following requirements:

Address all issues directly

- The Town shall not be the default customer service provider.

Answer Customer contacts primarily with live personnel

- If call volume is unexpectedly high and live personnel are addressing other Vail Customers, Customers shall be able to leave direct voice mail message and the Contractor shall respond within 1 business day.

- Resolve any missed collection issues within 1 business day
- Excluding delays associated with service suspensions
- Excluding instances where the Customer had late set-out, blocked cart or excessive contamination (all of which shall be resolved or referred to the Town within 1 calendar week)
- Resolve any other Customer or Town complaints within 2 business days
- Respond to any service change or Bulky Items collection requests within 2 business days. Actual change or collection shall be completed within 1 calendar week
- Resolve all complaints and requests to the satisfaction of Customers and the Town. The Town shall have access to recordings of any complaints received via phone (upon request).
- The Town contact or their designee shall be copied on all responses to written complaints via email, forms, or other means. The original complaint shall be included in any response.
- The Contractor may propose and share other metrics of excellent customer service.

L. Dumpster Service for Multi-Unit Residential and Commercial Customers. Proposals shall include pricing for Solid Waste/Recyclable Materials Dumpster service, and Compostable Material and Yard Waste collection service as appropriate for multi-unit residential buildings or commercial buildings that opt-in to receive such Dumpster service by the Contractor. Contractor proposals may include an example rates as applicable for representative businesses, Homeowner's Associations, etc., or a proposed discount for opt-in customers (e.g. %off a standard rate).

M. Collection Vehicles. The Contractor shall provide all vehicles and equipment needed for materials collection and transportation in an efficient and environmentally sensitive manner. The Contractor's proposal shall include details regarding the vehicles it intends to use for the Collection Services. Details must include, but are not limited to the following:

- a. Vehicle type, manufacturer, and model number
- b. Number of vehicles by vehicle type
- c. Fuel by vehicle type
- d. Average vehicle age by vehicle type
- e. Vehicle replacement schedule
- f. Maintenance programs

Provide the date, description and resolution/corrective action taken for any vehicle accidents, infractions, or overweight vehicles that occurred within the last three (3) years. When operational, all collection and transfer vehicles shall:

1. Cover all loads
2. Be kept in good repair and appearance
3. Be clean and sanitary, any vehicle leaks or spills shall be cleaned up as soon as possible and no later than 24 hours after occurrence. If vehicle leaks occur within the Village or Lionshead and pavers have been affected, special cleaning measures and or a third party service may need to be employed.
4. Be compliant with all local, state and federal safety and inspection regulations.

Sustainable Vehicles

Town of Vail goals include decreasing greenhouse gas emissions and air pollution. The Town will select a proposal that furthers these goals. Proposals shall include the Contractor's level of commitment, ideas, and timing to implement any of the following strategies to support greenhouse gas reduction. Please note, the Town recognizes that an immediate transition to an all-electric fleet, for example, is challenging and may require a longer timeline, grant funding, partnerships, etc. However, the Town views this contract as a long-term relationship in which both entities are aligned on reaching environmental goals in the long-term.

- Convert to and/or expand alternative fuel vehicles, especially electric vehicles utilized to provide Collection Services in the Town
- Equip vehicle engines with emission-after-treatment devices such as NOx reduction catalysts and particulate filters
- Equip vehicles with idle-stop technology and or automatic engine shutoff systems
- Implement other reasonable pollution prevention equipment or practices
- Implement noise reduction technology such as quiet bin-lifting systems and or quiet work practices. Note that an evaluation of fleet status will be included in any consideration to a proposed change in pricing due to the cost of fuel.

N. Personnel. The Contractor shall maintain staffing levels required to support the Collection Services on the schedules set forth and agreed to by the Town. All vehicle drivers shall be:

- a. Licensed by the State of Colorado with a valid Class B Commercial Driver License (CDL) with air brakes endorsement
- b. Alert, careful, courteous and competent
- c. Appropriately trained in operations and safety measures
- d. Provided with appropriate communication tools and Personal Protective Equipment (PPE)
- e. Cell phones shall not be used in a moving vehicle

O. Public Safety. The Town of Vail holds public safety as its most important obligation. Vail Village and Lionshead are space-constrained pedestrian villages, often crowded, with frequent special events, children, bicycle riders, strollers, etc. Drivers must be trained and aware at all times. The Contractor shall embrace a culture of safety to include a documented safety program for the Collection Services. The safety program must include as a minimum the following:

- a. Health and Safety Training
- b. Employee/Management Responsibility
- c. Hazard Recognition and Control
- d. Incident Reporting and Investigation

Contractors will be expected to provide as part of their response, a plan or creative ideas to accommodate the reduction of trash vehicles in Vail Village and Lionshead in the future, working within the current loading and delivery rules. Small electric vehicles and centralized trash locations outside of the core of both villages is a likely solution.

P. Annual Waste Audit. Understanding the potential for waste diversion is important for establishing a baseline, evaluating success and making changes to meet the Town's waste diversion goals. In order to provide proper reporting and progress as required, the Contractor shall conduct a trash audit on an annual basis at a minimum, in a manner that

strikes the best balance between obtaining useful information and cost effectiveness. The audit shall be conducted on waste generated from Customers served under the Town's contract and shall include:

- a. Physical sorts of representative samples – each sample should be at least 200 pounds
- b. Weight-based measurement of recyclables and organics that could have been diverted through existing programs – as well as any hazardous materials or those prohibited from disposal by local, state or federal law
- c. Audits shall be conducted during ski season and summer season, at a time to be mutually agreed upon by the Town and the Contractor.
- d. Graphic results of findings and recommendations for program changes (such as modifying the minimal recyclables for collection in Table 2) – to be included in the contractor's annual resource recovery report. Additional information could include a comparison of Town's audit results to composition data from other Western Slope communities, The proposal shall include a methodology outline that specifies the process to be used for collecting representative samples, the number of samples each year and other key audit components (CDPHE has an example protocol that can be used as a guide for this methodology). The Town understands that annual audits can be resource-intensive but expects the contractor's methodology to provide "snap-shot" results that are consistently provided each year rather than a comprehensive assessment of trash composition.

Q. Annual Resource Recovery Report. Contractor shall submit for the previous calendar year a report including initial Solid Waste/Recyclable Materials generation, waste diversion results and waste audit results under the new collection system. All reports shall be developed in a manner suitable for sharing with the public and include:

- a. Annual landfill diversion by weight with a comparison to each previous year in the contract term
- b. Waste audit results
- c. Identification of opportunities for additional or revised recycling based on diverted quantity/quality and disposed quantity, markets and economic viability and shall address
- d. Recommendation for adding recyclables to the minimum list (Table 2) or other changes to that list
- e. Recommendations for changes needed to reduce the allowable recyclable contamination levels below 25% in the future
- f. Additional information is encouraged and could include other sustainability reporting relative to Vail collections – such as avoided landfill space, greenhouse gas reductions and/or other environmental metrics that will provide the Town and public with a broader perspective on the impacts of waste diversion.
- g. The contractor shall maintain all records for a minimum of three (3) years. Contractor records shall be available at all reasonable times for inspection by the Town.

R. Additional Services. Nothing in this Request for Proposals is intended to limit the Contractor from offering other services or collecting additional materials or offering additional ideas on ways to improve the program subject to the following:

- Additional service(s) enhances services under the Agreement and supports the Town's sustainability goals

- Collection is compliant with the terms of the Agreement and all local, state and federal laws
- Materials are managed at appropriately licensed/permitted facility
- Price and program terms are agreed upon in the Agreement or in a separate contact with the Town prior to implementation

IV. Proposal Submittal Requirements

All proposals must address each of the Required Services A-S above, with a description of how each service will be met. In addition, the submittal must include the following requirements:

- A. Cover letter describing the interest the proposed Contractor has in working with the Town as its Single Hauler that uniquely sets them apart from other equally qualified proposers.
- B. Professional background information about the proposed Contractor including an indication of who is the main contact and or entity responsible for execution on behalf of the team.
- C. Description of relevant experience. Please provide at least two (2) references from relevant experience including name, contact information, project date, and brief project description.
- D. Description of the approach to meet the objectives of the Town outlined in Section II. And the Required Services described in Section III., noting understanding of Vail, unique challenges, assessments and services interpretation, and strengths that the individual, firm or team bring to this project.
- E. Specify key personnel to be assigned by name, biography, position, specific office location, and time commitment.
- F. Provide a fee proposal for the Required Services, with a breakdown of each rate and container with PAYT details, Compost Collection and Yard Waste Collection Service rates, collection days/times by neighborhood. The fee proposal breakdown shall include a complete line-item budget for the work with explanations as necessary. See Appendix B for Rate Proposal Format.
- G. Provide a transition schedule that includes a detailed description of how the proposed Contractor will collect outdated containers and supply new containers to Customers as appropriate, provide communication and education, set up. billing, etc.
- H. Upon selection, the Contractor shall execute an agreement with the Town of Vail acknowledging that all design work, including but not limited to plans, photographs, documents, reports, and other work produced for the Town shall become property of the Town of Vail, and may be used or reproduced by the Town of Vail without approval from or additional compensation to the proposed Contractor.

The Town of Vail reserves all rights to investigate the qualifications of any and all individuals and firms under consideration, to perform a financial audit of one or more firms, to confirm any part of the information furnished in a proposal, and to require further evidence of managerial, financial or professional capabilities which are considered necessary for the successful performance of work described in this RFP. The Town of Vail reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.

All proposals and supporting documents, except such information that discloses proprietary or financial information submitted in response to qualification statements, becomes public information held in custody of the Town of Vail after the proposal submittal date given in this RFP. The Town of Vail assumes no liability for the use or disclosure of technical or cost data submitted by any Proposer.

V. Contractor Performance

The Town of Vail intends to enter into a long-term relationship with the selected Contractor and places a high degree of importance on selecting a partner that shares the community's goals. The Town recognizes that a long-term contract may require price adjustments from time to time, and therefore will consider an adjustment of rates or fee schedule consistent with the Consumer Price Index (CPI) with a maximum of 3% per year. The CPI as of October, 2024 is ~2.4%.

In order to maintain the highest level of service, the Town will include a liquidated damages as part of the contract. An example of such damages are provided in Table 3. Any performance standard violation will become actionable if not resolved within twenty-four (24) hours (excluding weekend days or holidays) or as otherwise noted in the Contract Agreement. The Town may assess liquidated damages for improper and insufficient actions related to any service required by the contract. The Town will notify the contractor in writing of the basis of each assessment and will make a good faith effort to work with the contractor to resolve any disputes.

Table 3. Performance Standards - Liquidated Damages (example)

No.	PERFORMANCE STANDARD	OCCURRENCE	LIQUIDATED DAMAGES	TOWN-WIDE SINGLE HAULER CONTRACT A	TOWN OF VAIL MUNICIPAL TRASH SERVICE CONTRACT B
1	Failure to provide minimum trash and recycling service excluding Force Majeure conditions	1	\$250/day per customer incident	X	X
2	Failure to provide at least 3 levels of service, compliant with Pay-As-You-Throw regulations	1	\$250/day per customer incident	X	X
3	Failure to properly mark containers	1	\$100/day per container	X	X
5	Failure to provide proper communication to customers on rates, service levels and appropriate materials list, in both English and Spanish or a method to translate (i.e. QR code)	1	\$100/day	X	NA
6	Failure to provide yard waste collection and or failure to deliver to proper composting facility	1	\$250/incident	X	X
7	Failure to provide compost collection and or deliver to proper composting facility	1	\$250/incident		
8	Failure to respond to customer complaint in more than 48 hours	3	\$250/incident	X	X
9	Failure to provide annual report	1	\$350/day	X	X
10	Failure to provide annual waste audit	1	\$350/incident	X	NA
11	Failure to provide quarterly diversion report without approval from Town	1	\$500/incident	X	NA
12	Failure to report wildlife trash incident	1	\$250/incident	X	NA
13	Failure to provide proper wildlife proof/resistant containers	1	\$500/day/incident	X	X
14	Collection of recyclables as trash and depositing them into landfill	1	\$250/incident	X	X
15	Failure to notify customer of violation of trash/wildlife container, or recycling regulations	1	\$250/incident	X	NA
16	Failure to maintain trucks (sanitary, good working order, inspection, air quality/emissions regs)	2	\$250/vehicle/day	X	NA
17	Failure to address spills	1	\$250/day/incident	X	NA
18	Failure to maintain safety program - (training, cell phone usage, etc.)	1	\$1,000/day/driver	X	X
19	Failure to license drivers (CDL)	1	\$1,000/day/driver	X	X
20	Failure to provide the Town with customer lists/information	1	\$500/day	X	NA

General Conditions

Limitations and Award

This RFP does not commit the Town of Vail to award or contract, nor to pay any costs incurred, in the submission of proposals in anticipation of a contract. The Town of Vail reserves the right to reject reparation of all or any submittal received as a result of this request, to negotiate with all qualified sources, or to cancel all or part of the RFP. After a priority listing of the final firms is established, the Town of Vail will negotiate a contract with the first priority firm. If negotiations cannot be successfully completed with the first priority firm, negotiations will be formally terminated and will be initiated with the second most qualified firm and, likewise, with the remaining firms.

Selection

Initial evaluation will be based upon the qualifications of the applicant. The Town of Vail reserves the right to not interview, and to make final consultant selection based upon the qualification statements.

Equal Employment Opportunity

The selected consultant team will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Contract Phasing

Proposed tasks within this RFP may be eliminated or expanded by the Town of Vail at any time due to the progression and sequencing of the scope of work.

Prohibition Against Employing Workers Without Authorization

A. *Certification.* Contractor hereby certifies that, as of the Effective Date, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. *Prohibited Acts.* Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. *Verification.*

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement;

except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. *Duty to Comply with Investigations.* Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. *Affidavits.* If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

Insurance

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

Appendix A: DEFINITIONS

Agreement: The contract agreement between the Town of Vail and The Contractor and terms defined therein.

Base Unit of Refuse: The smallest increment of volume of refuse or solid waste collection which is no larger than 32 gallons of capacity.

Cardboard: Corrugated cardboard, and shall include, but not be limited to, materials used in packaging or storage containers that consist of three (3) or more layers of Kraft paper material, at least one (1) of which is rippled or corrugated. Cardboard shall be considered recyclable cardboard regardless of whether it has glue, staples or tape affixed, but not if it is permanently attached to other packing material or a non-paper liner, waxed cardboard or cardboard contaminated with oil, paint, blood or other organic material.

Commercial Customer. Any commercial, industrial or institutional business or enterprise including, without limitation, retail shops and establishments, eating or drinking establishments, healthcare facilities, child daycare centers, public and private schools, professional and business offices, religious institutions, and public buildings and facilities.

Collection Service(s): The collection, transportation, and delivery to an appropriate facility of Solid Waste, Recyclable Materials, Yard Trimmings, Bulky Items, and associated services for Residential Units conducted in a manner consistent with all applicable laws and regulations and the provisions of the executed Agreement.

Contract Term: The contract shall commence on the Effective Date and shall continue for a minimum of five (5) years from the Service Commencement Date, unless terminated as provided under the contract, with an option to renew.

Contractor: The firm selected by the Town to provide Collection Services.

Compost: The product manufactured through the controlled aerobic, biological decomposition of biodegradable materials. The product has undergone mesophilic and thermophilic temperatures, which significantly reduces the viability of pathogens and weed seeds, and stabilizes the carbon such that it is beneficial to plant growth. Compost is typically used as a soil amendment, but may also contribute plant nutrients.

Compostable Materials: Organic matter that can be broken down into nutrient-rich soil ("compost") Some examples of compostable materials include but are not limited to: food scraps, eggshells, manure, grass clippings, leaves, fruit and vegetable peels, coffee grounds, paper, certified compostable cups, plates and other service ware, and tea bags.

Compost Service: The curbside collection of compostable materials and or yard waste.

Core Service: Collection Services of Solid Waste, Recyclable Materials, and Yard Trimmings. Core Services may also include Bulky Items in the event the Town elects to include Bulky Items in the contract.

Customer: An individual who contracts with the Contractor for Collection Services.

Door-to-Door Service: Contractor's staff brings carts from the Customer's location to the curb or Solid Waste Collection location for servicing and returns the carts for Customers upon

request (per the Terms of the Agreement). Customers with disabilities shall not be charged an extra fee for Door-to-Door Service.

Dumpster: Means a metal or plastic container, one (1) cubic yard to ten (10) cubic yards in volume, that is manufactured and used for the collection of Solid Waste or Recyclable Materials.

Effective Date: The effective date of the Agreement, which shall be the date stated in Section 4, Contract Period.

Electronics and or Electronic Waste: Means any electronic device or electronic component as those terms are defined in the Colorado

Household Hazardous Waste: Chemical, compound, substance or mixture that state or federal law designates as hazardous because it is ignitable, corrosive, reactive or toxic, including but not limited to solvents, degreasers, paint thinners, cleaning fluids, pesticides, adhesives, strong acids and alkalis and waste paints and inks.

Recyclable Materials: Materials listed in Table 2 and any other materials identified by Contractor and approved by the Town as recyclable materials, which have been separated from Solid Waste and can be recovered as useful materials and are properly prepared for the purpose of recycling.

Residential Customer (Units): Single-unit residential buildings, and multi-unit residential buildings containing seven (7) dwelling units or fewer, for the purposes of this RFP.

- Exceptions:
- Residential Units served by Dumpsters;
 - Home Owners Associations (HOAs) with existing Solid Waste and recycling collection contracts as of the Effective Date and that meet the conditions of [Vail Town Code](#) Recycling and Wildlife Protection Regulations
 - Shared Service – A variance from paying the Service Opt-Out Fee may be granted by the Town if a Residential Unit shares Collection Services with another Residential Unit and shows to the reasonable satisfaction of the Town that the Residential Units with shared service consistently produce combined total waste in an amount equal to or less than is collected through the lowest volume of service subscription. Variances for this reason are anticipated to apply to less than 0.5% of Customers.

HOAs that meet an exception to the definition of Residential Units and multi-unit residential buildings containing eight (8) or more dwelling units may opt in as a Customer.

Opt-Out: Customers that opt not to receive the contracted service will be charged the set price in lieu of receiving service from the Contractor.

Hauler: A registered person or company in the business of collecting, transporting or disposing of discarded materials for a fee, or for no fee except as described in § [5-12-4\(B\)](#), Vail Town Code.

Multi-Family Customer: Any residential property that employs a communal system for solid waste and/or recyclable materials collection.

Nonattractant: Any substance which does not attract wildlife. Substances that are considered to attract wildlife include food products, pet food, feed, compost, grain or salt or materials which formerly contained such items. Office paper or cardboard that did not previously contain food are considered **Nonattractants**.

Recyclable Materials: Materials from any commercial, multi-family or residential source to be collected separately for the purpose of such materials being repurposed or reprocessed into new or different materials.

Recycling: The process of separating recyclable materials from refuse and placement for collection by a hauler for the purpose of such materials being reused or reprocessed into new or different materials.

Recycling Facility: A licensed materials recovery facility (MRF) (e.g., the Eagle County MRF) that accepts and sorts, packages and otherwise prepares recyclable materials to be repurposed or reprocessed into new or different materials.

Service Suspension: A pause in service which may be offered once per year upon request for a maximum of *three (3) or six (6) months*. Customers who request a Service Suspension will be charged a price specified in the Agreement during such period of time. Contractor may not charge the Customer to start or stop the Service Suspension.

Service Year: A period of 12 calendar months beginning on the Service Commencement Date

Solid Waste: All putrescible (i.e., containing organic matter) and nonputrescible waste or refuse, excluding discarded or abandoned vehicles or parts thereof, sewage sludge, hazardous waste, materials used for fertilizer and recyclable material that have been source separated for collection.

Wildlife Proof Refuse Container: A fully enclosed metal container with a metal lid. The lid must have a latching mechanism, which prevents access to the contents by wildlife.

Wildlife Proof Refuse Container: must be certified as such by the Living with Wildlife Foundation, Interagency Grizzly Bear Committee (Fish and Wildlife Service, Forest Service, Park Service and Bureau of Land Management). A container not so certified, is considered a wildlife proof refuse container if it is certified as such by a Town of Vail designated official.

Wildlife Resistant Enclosure: A fully enclosed structure consisting of four sides and a secure door or cover, which shall have a latching device of sufficient strength and design to prevent access by wildlife. **Wildlife Resistant Enclosures** are subject to all planning and zoning requirements and Building Codes. An enclosure of less than 120 square feet shall not require a building permit. An enclosure of 120 square feet or larger requires a building permit. The walls of the enclosure must extend to the ground and the door can have no more than a three-eighths inch gap along the bottom. The latching device must be of sufficient strength and design to prevent access by wildlife. Ventilation openings shall be kept to a minimum and must be covered with a metal mesh or other material of sufficient strength to prevent access by wildlife. Wildlife resistant enclosures must be approved by a Town of Vail designated official.

Wildlife Resistant Refuse Container: A fully enclosed plastic container, of sturdy construction, with a sturdy plastic lid which must have a latching mechanism which prevents access to the contents by wildlife. Wildlife Resistant Refuse Containers must be certified as such by the Living

with Wildlife Foundation, Interagency Grizzly Bear Committee (Fish and Wildlife Service, Forest Service, Park Service and Bureau of Land Management). A container not so certified, is considered a wildlife resistant refuse container if it is certified as such by a Town of Vail designated official.

APPENDIX B. RATE SCHEDULE FORM

Container Type	Rate	Frequency	By Weight if applicable	Per Haul if applicable	Per Item if applicable
<u>Small Cart Service</u> \$(X) 2 Wheeled Cart Residential Trash (32 gal) with Recycling 64 or 96 gal					
<u>Medium Cart Service</u> $\$X + \$(X \cdot .80) = \$X \cdot 1.8$ 2 Wheeled Cart Residential (64 gal) with Recycling of 64 or 96 gal					
<u>Large Cart Service</u> $\$X + \$(X \cdot .80) + \$(X \cdot .80) = \$X \cdot 2.60$ 2 Wheeled Cart Residential (96 gal) with Recycling 64 or 96 gal					
Dumpster (by Size)					
Roll off (by size)					
Compost (specify bucket or cart size)					
Bulky items					
Contamination fee					
Delivery Charge (dumpster)					
Compactor					
Construction and Demolition (or any applicable rates not listed by item, size, etc.)					