

ADAMS COUNTY, COLORADO  
SERVICE AGREEMENT  
**AMENDMENT ONE**

THIS AMENDMENT ONE TO THE SERVICE AGREEMENT (#2016.121) is entered into this 21 day of JUNE, 2016, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, CO 80601, hereinafter referred to as the "County," and **Allied Waste Transportation Inc. DBA Allied Waste Services of Denver // Republic Services of Denver**, located at 5075 East 74<sup>th</sup> Avenue, Commerce City, Colorado 80022 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, on June 5, 2015, the County entered into Service Agreement #2015.002 with Allied Waste Transportation Inc. DBA Allied Waste Services of Denver // Republic Services of Denver to provide the County with Waste Removal Services, and,

WHEREAS, the County and the Contractor mutually desire to amend the Service Agreement to revise Section 3.2 Extension Option and extend for one additional year effective June 5, 2016.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the Parties, the County and the Contractor agree as follows:

1. The County shall pay the Contractor for the work furnished under this Amendment One in the amount of: One Hundred Eight Thousand Six Hundred Thirty Two Dollars and Forty Cents (**\$108,632.40**).
2. The term of the Service Agreement is extended for one (1) additional year effective through June 5, 2017.
3. The Service Agreement and Amendment One contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Any terms, conditions, or provisions of the Service Agreement that are not amended or modified by Amendment One shall remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Service Agreement the terms, conditions, and provisions of Amendment One shall prevail.
4. The Recitals contained in Amendment One are incorporated into the body hereof, and accurately reflect the intent and agreement of the parties.
5. Amendment One may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute Two and the same agreement.
6. Nothing expressed or implied in Amendment One is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of Amendment One or any terms, conditions, or provisions



## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 5<sup>th</sup> day of JUNE 2015, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Allied Waste Transportation Inc. DBA Allied Waste Services of Denver // Republic Services of Denver, located at 5075 East 74<sup>th</sup> Avenue, Commerce City, Colorado 80022 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

### 1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2015.002 and the Contractor's response to the RFP 2015.002 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

### 3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: \$108,632.40. Payment to the Contractor shall be made within Forty Five (45) days after receipt of the invoice.

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. **Workers' Compensation Insurance:** Per Colorado Statutes

8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages



arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide certificate of insurance as proof of the insurance coverage or policies required under this Agreement.

## 9. TERMINATION:

9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously

made to the Contractor under this Agreement.

## 10. **MUTUAL UNDERSTANDINGS:**

- 10.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, *et seq.*, C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. **OSHA:** The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.
- 10.5. **Assignability:** Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County provided, however, a party may assign this Agreement, without consent, to its affiliate or in connection with the sale of its business.
- 10.6. **Waiver:** Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. **Notice:** Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this

Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Manager's Office, Facilities Operations

Contacts: Julia Ferguson, Mike Goins

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6287, 720.523.6303

E-mail: [jferguson@adcogov.org](mailto:jferguson@adcogov.org); [mgoins@adcogov.org](mailto:mgoins@adcogov.org)

Department: Adams County Purchasing

Contact: Ben DeRomanis

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6043

E-mail: [bderomanis@adcogov.org](mailto:bderomanis@adcogov.org)

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

Contractor: Allied Waste Transportation, Inc. DBA. Allied Waste Services of Denver //

Republic Services of Denver

Contact: Adam Kennedy

Address: 5075 East 74<sup>th</sup> Avenue

City, State, Zip: Commerce City, Colorado 80022

Phone: 303.286.0810

E-mail: [akenedy2@republicservices.com](mailto:akenedy2@republicservices.com)

- 10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11. CHANGE ORDERS OR EXTENSIONS:**
- 11.1. Change Orders: Subject to Contractor's prior written consent, the County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.
12. **COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:**  
Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.



### **13. ACCEPTABLE WASTE, UNACCEPTABLE WASTE:**

“Waste Materials” means any non-hazardous solid waste that may be collected and disposed of by Contractor under this Agreement, but not including any Unacceptable Waste.

“Unacceptable Waste” means highly flammable substances, Hazardous Waste (as defined below), liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

“Hazardous Waste” means waste defined as, or of a character or in sufficient quantity to be defined as, a “Hazardous Waste” by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a “Toxic Substance” as defined in the Toxic Substances Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a “Hazardous Substance” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term “Hazardous Waste” also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

Contractor may, in its sole discretion, reject any Unacceptable Waste provided by the County. County upon receiving a notice of rejection from Contractor shall immediately remove such Unacceptable Waste from the Contractor’s collection vehicle or premises.

Notwithstanding anything to the contrary stated in this Agreement or otherwise, Contractor may immediately remove any Unacceptable Waste provided by the County, if such Unacceptable Waste creates an emergency condition or negatively impacts Contractor’s business or operations. Contractor shall at no time take title of such Unacceptable Waste.

### **14. REPRESENTATION AND WARRANTIES, TITLE TO WASTE MATERIALS:**

Ownership of, and title to Waste Materials shall pass to Contractor when Waste Materials are collected by Contractor or properly disposed of at a disposal facility. Notwithstanding anything set forth in this Agreement or otherwise to the contrary, ownership and liability of Unacceptable Waste shall always remain with the County, irrespective of delivery to, inspection by, and/or acceptance by, Contractor, and such ownership and liability shall survive the termination of this Agreement. County agrees that Contractor may remove any Unacceptable Waste and assure its proper disposal.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

**Board of County Commissioners**

[Signature] 06-03-15  
Chairman Date

**Allied Waste Transportation, Inc. DBA Allied Waste Services of Denver // Republic Services of Denver**

Mark Allen 6-2-15  
Signature Date

MARK ALLEN GENERAL MANAGER  
Printed Name Title

Attest:

Stan Martin, Clerk and Recorder [Signature]  
Deputy Clerk

Approved as to Form: [Signature]  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

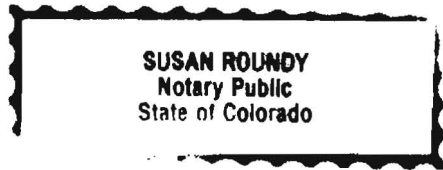
COUNTY OF Adams

STATE OF Colorado )SS.

Signed and sworn to before me this 2 day of June, 2015,

by Mark Allen

[Signature]  
Notary Public



My Commission Expires  
January 25, 2016

My commission expires on: \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

**CONTRACTOR:**

ALLIED WASTE TRANSPORTATION, INC  
DDA REPUBLIC SERVICES OF DENVER 6-2-15  
\_\_\_\_\_  
Company Name Date

Mark Allen  
\_\_\_\_\_  
Signature

MARK ALLEN  
\_\_\_\_\_  
Name (Print or Type)

GENERAL MANAGER  
\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL  
2015.002**

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**Waste Removal for Adams County Facilities**

All documents and Addendum related to this RFP  
will be posted on the Rocky Mountain Bid System at:  
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

**RFP Issuance January 13, 2015**

**Written questions regarding this RFP will be accepted through  
January 20, 2015**

**An Addendum to answer submitted questions will be  
issued no later than January 29, 2015**

**Proposal Opening Date: February 5, 2015  
Time: 3:00 p.m.**

**Location: Adams County Government Center  
4430 South Adams County Parkway  
4<sup>th</sup> Floor, C4000A  
Brighton, CO 80601**





## GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for **Waste Removal for Adams County Facilities RFP-BD 2015.002**.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**
  - 2.1. Vendors must register with this service to receive these documents.
  - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through January 20, 2015. All questions are to be submitted to Ben DeRomanis, Purchasing Agent by E-mail at [bderomanis@adcogov.org](mailto:bderomanis@adcogov.org).
4. An Addendum to answer all questions will be issued no later than January 28, 2015.
5. There will be **No Mandatory Pre-Proposal conference**.
6. Terms of the contract will be for one (1) year with two (2) one-year renewal options.
7. Proposals:
  - 7.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, C4000A Brighton Colorado 80601, up to 3:00 p.m. Mountain Time on February 5, 2015.
  - 7.2. The proposal opening time shall be according to our clock.
  - 7.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
  - 7.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
  - 7.5. No proposals will be accepted after the time and date established above except by written addenda.
  - 7.6. The proposal must be submitted on a CD or USB drive in a single PDF file. Brochures or other supportive documents may be included with the proposal narrative.
  - 7.7. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, and the "**PROPOSAL FORM**" acknowledging the receipt

of addendum(s) must be signed and included as hard copy with the CD or USB drive. These are the **last two pages of the RFP**.

- 7.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 7.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 7.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 7.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside: **Waste Removal for Adams County Facilities and 2015.002**.
- 7.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 7.13. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 7.14. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 7.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
- 7.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
  - 7.16.1. Any proposal which does not meet bonding requirements, or,
  - 7.16.2. Proposals which do not furnish the quality, or,
  - 7.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
  - 7.16.4. Proposals from offerors who lack experience or financial responsibility, or,
  - 7.16.5. Proposals which are not made to form.

- 7.17. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 7.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 7.19. If a formal agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 7.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
8. Adams County is an equal opportunity employer.
9. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
10. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 10.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
- |                           |             |
|---------------------------|-------------|
| 10.1.1. Each Occurrence   | \$1,000,000 |
| 10.1.2. General Aggregate | \$2,000,000 |
- 10.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
- |                                       |                             |
|---------------------------------------|-----------------------------|
| 10.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 10.2.2. Personal Injury Protection    | Per Colorado Statutes       |
- 10.3. Workers' Compensation Insurance: Per Colorado Statutes
- 10.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
- |   |             |
|---|-------------|
| 10.4.1. Each Occurrence   | \$1,000,000 |
| 10.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals. |             |

- 10.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
  - 10.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
  - 10.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
  - 10.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 10.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 10.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 10.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 10.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 10.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 10.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 10.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.



- 10.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
11. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
  - 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
  - 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
  - 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
  - 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
  - 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting

with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

**End General Information**

The remainder of this page is left blank intentionally.

### **13. BACKGROUND:**

- 13.1. Adams County, a leader in the community, is committed to developing and implementing initiatives, programs, and projects that will save tax payer dollars; assure clean land, air, and water; and ensure the community thrives today as well as in the future. In alignment with this mission, Adams County government desires to contractually secure waste pickup and recycling services for all county operations that reduce costs, maximize efficiency, and reduce the amount of waste sent to the landfill.

### **14. STATEMENT OF WORK:**

- 14.1. Adams County is committed to the environmental well-being of its citizens and the community. As a reflection of this commitment, the county developed a plan for the implementation of a formal recycling program for all county facilities. In alignment with its Sustainability Program goals, the County intends to have a successful recycling program implemented in all county facilities that allows for a 30% reduction over 2014 levels in amount of materials sent to the landfill by 2030.
  - 14.1.1. The county seeks to enter into contract with a waste collection provider for waste stream management, recycling pickup services for its facilities, and a composting program at select facilities. Resource efficiency, fiscal responsibility, and consideration for the environment are priorities for the county.
- 14.2. General Services provided by the vendor shall include the following:
  - 14.2.1. Solid waste and recycling pickup services at listed locations according to Appendix "A";
  - 14.2.2. Solid waste and recycling pickup schedules crafted to ensure pickups are efficient and cost effective; the county has provided our current trash recycle collection schedule in Appendix A to assist proposers in gauging the volume of waste.
  - 14.2.3. Accurate measurement and quantification of all waste and recycling collected and reimbursements from recycling recorded on monthly invoices for monitoring purposes;
  - 14.2.4. Bi-annual meetings with Sustainability staff to review waste and recycling measurement and verification and explore opportunities to optimize services;
  - 14.2.5. Educational materials and outreach activities regarding general recycling and waste information and educational activities as needed at County events including the annual Adams County Fair and Earth Week celebrations to ensure employees and residents understand waste and recycling procedures.
  - 14.2.6. When applicable, the county seeks to retain any revenue generated through recycling.
  - 14.2.7. Assistance with quarterly waste audits, upon request, at all Adams County facilities to determine the quantity and composition of waste being produced and the effectiveness of the County's waste minimization strategies. Waste audits should be in-depth and comprehensive, and involve identifying, sorting, and categorizing the County's waste by facility and office area.

- 14.2.8. Provision of recycling bins and services for community recycling drop-off centers at locations determined by Adams County.
- 14.2.9. Provision of additional pick-up services on the weekend of Adams County Fair.
- 14.2.10. Assist Adams County in developing a pilot composting program at select County facilities and measuring the effectiveness of said program.
- 14.2.11. Assist Adams County in leasing a cardboard baler for use at the Detention Center and provide regular pick-ups of cardboard bales on an on-call basis. Provide reports of reimbursements paid for the baled cardboard on monthly reports.

## 15. SERVICE SPECIFICATIONS:

- 15.1. **Trash Removal:** Vendor shall provide all trash dumpsters necessary to collect all waste material at multiple Adams County locations as defined in Appendix "A", services shall include the following:
  - 15.1.1. Furnish all dumpster containers and maintain the dumpsters in proper working order, e.g. hinges and covers that swing properly and close when the dumpster is set back in place. Adams County reserves the right to change, upon request, the pickup schedule, frequencies, and dumpster sizes to match actual pickup needs in order to maintain maximum efficiency. Vendor shall provide enough dumpsters of appropriate size at County facilities to minimize the number of weekly pickups in an effort to reduce fuel usage and maximize efficiency.
    - 15.1.1.1. The compactor container at the Detention Center location will be provided by the County; the vendor will be required to only empty the container and provide reports on it.
  - 15.1.2. Pick up any spilled trash that occurs during the dumping process.
  - 15.1.3. Pick up any "overflow" bags if dumpster service was late or missed.
  - 15.1.4. Maintain the dumpster in proper sanitary condition and appearance. Should cleaning, maintenance, or re-painting be required, the dumpster shall be removed and replaced with an acceptable unit.
  - 15.1.5. Dumpsters shall be positioned within the marked and/or designated areas where applicable. Dumpsters placed outside marked areas, which interfere with traffic or other loading and unloading operations, will require, upon request by Adams County, the vendor to send a truck to the location and reposition the dumpster at no additional cost to the County. Vendor shall complete the request within four (4) hours of notification.
  - 15.1.6. Vendors shall close gates after servicing for the dumpsters located behind gated areas.
  - 15.1.7. Vendors shall get background checks for the workers servicing locations identified as secure in Appendix "A". Secure locations will require security card access or vendor to be buzzed in for each serving.
- 15.2. **Recycling Service:** Vendor shall provide all recycling dumpsters necessary to collect all recyclable material at multiple Adams County locations as defined in Appendix "A".



- 15.2.1. Recycled items shall be delivered to a reputable recycling facility agreed upon by the county. The county reserves the right to audit the selected vendor (either by county staff or through a third party) for verification that recyclables are being separated and measured by the vendor.
- 15.2.2. Vendor shall provide the appropriate number of dumpsters and a pick-up schedule to meet the recycling needs of the locations defined in Appendix "A". Adams County reserves the right to change, upon request, the pickup schedule, frequencies, and dumpster sizes to match actual pickup needs in order to maintain maximum efficiency. Vendor shall provide enough dumpsters of appropriate size at County facilities to minimize the number of weekly pickups in an effort to reduce fuel usage and maximize efficiency.
  - 15.2.2.1. The recycle compactor container located at the Government Center will be supplied by the county; the vendor will be required to empty the container and provide reports on it.
- 15.2.3. The county desires for all recyclables to be collected in a single stream format. Vendors are required to submit a list of items accepted for recycling and recycling format (e.g. single stream recycling, etc.) within the response.
- 15.2.4. Vendor shall ensure recycling dumpsters are clearly labeled as such and provide clear signage for all exterior and, as requested, interior signage indicating which items are accepted for recycling.
- 15.2.5. Vendor shall report when recycling or trash dumpsters are mis-used by a facility, including when recycling dumpsters are contaminated and must be sent to the landfill.
- 15.2.6. Upon request vendor shall work with Adams County to provide a cardboard baler at the Detention Center facility and regular pick-up of cardboard bales on an on-call basis. Vendor shall provide a cost for leasing a cardboard baler and information on pick-up and reimbursement in the response.
- 15.2.7. Upon request vendor shall work with Adams County to provide a bi-annual electronic and hazardous materials collection event for County staff and residents. Vendor shall dispose of all electronic and hazardous waste collected at said event in an environmentally responsible manner.

### 15.3 **Additional Services:**

- 15.3.1. Vendors shall explain any services provided that will assist county staff in conducting waste audits.
- 15.3.2. Vendor shall describe educational services and programs available to County employees and residents designed to help increase awareness of recycling and proper recycling procedures.
- 15.3.3. Adams County has port-o-let services at select locations. The county is requesting port-o-let services, but vendors are not required to provide these services. If vendor seeks to provide these services, they may submit a proposal with pricing with their bid; vendors are not required to provide these services to submit a proposal.
- 15.3.4. Vendor will assist Adams County in deploying a pilot composting program at select County facilities and assist in measuring the effectiveness of said program. Should composting prove to be an effective and efficient waste

disposal method for the County, Vendor will provide composting services, including dumpsters and pick-up, at all County facilities where requested.

#### **16. ADDITIONAL REQUIREMENTS:**

- 16.3. Vendor shall comply with all applicable federal, state, city, and county laws governing the pick-up and disposal of waste.
- 16.4. Awarded contractor will be required to sign the county's standard service agreement attached as Exhibit "A". No action required with Exhibit A in submission of proposals.
- 16.5. Cost shall include all dump fees, surcharges and all required state, city and county permits.

#### **17. PROPOSAL REQUIREMENTS:**

- 17.1. **Waste and Recycling Collection:** Please provide a description of how you propose to meet the Statement of Work requirements for Waste Collection and Recycling including:
  - 17.1.1 Suggested Trash and recycle dumpster sizes and quantity for each facility listed in Appendix "A";
  - 17.1.2 Suggested trash and recycle pick up schedule for each facility listed in Appendix "A";
  - 17.1.3 Description of fleet (including number and age of trucks available to service the county, type of fuel used, ability of trucks to weigh waste, and other descriptive elements);
  - 17.1.4 Listing of all materials proposed to be accepted in the County recycling program;
  - 17.1.5 Description of how vendor plans to work with County to optimize collection;
  - 17.1.6 Description of change process if County needs to add or change service levels;
  - 17.1.7 Description of where vendor's recycling, compost and trash will be delivered
  - 17.1.8 Narrative describing how recycling gets processed at recycling facility (how recycling gets sorted, what materials are on the accepted list but are thrown away, etc.);
  - 17.1.9 Narrative explaining how vendor proposes to measure/quantify trash/recycling weights as required for each facility;
  - 17.1.10 Implementation schedule for the full program
  - 17.1.11 Description of how vendor plans to work with the County to develop a composting pilot program
- 17.2. **Other Services:** Please provide a description of Other Services Provided including:
  - 17.2.1 Other materials vendor can collect to reduce county's waste stream;
  - 17.2.2 Services provided to educate County staff and general public;
  - 17.2.3 Services provided to help County perform waste audits;
  - 17.2.4 Sample signage for recycling bins;
  - 17.2.5 Any other applicable services.

17.3 **Pricing:** Please provide pricing and recycling reimbursement information on proposal sheets provided in the RFP

17.4 **Experience:** Provide information on your organization and experience Including:

17.4.1 Company Overview

17.4.2 Proposed client contact bio

17.4.3 Narrative describing previous experience working with similar clients

17.5 **References:** Please provide three (3) current client references including:

17.5.1 Company name and location

17.5.2 Reference name

17.5.3 Reference title

17.5.4 Reference phone number

17.5.5 Reference email address

17.5.6 Brief description of services currently provided to reference

17.5.7 Length of relationship with reference

17.6 **RFP Award Evaluation Criteria:**

17.6.1 Adherence to bid format;

17.6.2 Contractor's qualifications and previous related experience;

17.6.3 Services provided;

17.6.4 Information provided in "Other Services" section;

17.6.5 Pricing

### **End Statement of Work**

The remainder of this page is left blank intentionally.

**APPENDIX "A"**

Location	Address	Trash/Waste				Recycling				Notes
		Quantity	Size	Frequency	Day	Quantity	Size	Frequency	Day	
ADCO Animal Control	10705 Fulton Street, Brighton 80601	1	8FL	3 x/wk	M W F	1	6FY	1x/wk	TH	
ADCO Children & Family Center	7401 Broadway Street, Denver, 80221	1	3FL	3 x/wk	M W F	1	3FY	3 x/wk	MWF	
ADCO Detention Center	150 N. 19th Street, Brighton 80601	1	30C*	2 x/wk	T F	1	30	QNC	On call	Possible location for compost pilot
		1	6FL	2 x/wk	T TH					Possible location for leasing cardboard baler
ADCO Public Works/Fleet	4955 E. 74th Avenue, Commerce City 80022	2	6FL	2 x/wk	T TH	1	6 FY	EOW	TH	
		1	6 FL	2x/wk	T TH					
ADCO District Atty	1000 Judicial Center Drive, Brighton 80601	1	3 YD	3x/wk	M W F	1	3FY	1x/wk	T	
ADCO Fairgrounds	2358 W. 90th Avenue, Federal Heights 80260	3	POL	1x/wk	F					
		1	PHC	1x/wk	F					
ADCO Government Center	4430 S. Adams Cy. Pkwy, Brighton 80601	1	3FL	3x/wk	M W F	1	30C**	QNC		
ADCO Honnen Building	7111 E. 56th Avenue, Commerce City 80022	1	4FL	5x/wk	M-F	1	8	45x/wk	M-F	Possible location for compost pilot
		1	6FL	5x/wk	M-F	1	6	5x/wk	M-F	
ADCO Human Services Building	7190 Colorado Blvd., Commerce City 80022	1	3FL	3 x/wk	M W F	1	3FL	1x/wk	T W TH F	
ADCO Justice Center	1100 Judicial Dr., Brighton 80601	2	8FL	3x/wk	M W F	1	8FL	2x/wk	T F	
ADCO Maintenance Facility	1927 E. Bridge Street, Brighton 80601	1	6FL	2x/wk	T/TH					
		1	6 FL	2x/wk	T/F					

ADCO Motor Vehicle West	8452 Federal Blvd., Westminster 80031	1	6FL	1x/wk	TH	1	6FL	EOW	T
ADCO Parks Department	9755 Henderson Road, Brighton 80601	1	3FL	1x/wk	TH	1	3FY	1x/wk	TH
		1	30 O	1x/wk	TH	1	30Y	ONC	
		1	6FL	3x/wk	M W F				
ADCO Whittier Public Works	34400 E. 152nd Avenue, Hudson 80642	1	3RL	EOW	W-Odd				
ADCO Riverdale Golf	13300 Riverdale Road, Brighton 80601	1	6FL	x/wk	M T W F	1	6FY	1x/wk	T
		1	8 FL	3x/wk	M T H F				
		1	30 O	On call					
ADCO Rotella Park	1707 E. Coronado Pkwy, Denver 80229	1	40 O	ONC					
		2	POL	2x/wk	T F				
		1	PHC	2x/wk	T F				
ADCO Service Center	4201 E. 72nd Avenue, Commerce City 80022	1	3 FL	5x/wk	M T W TH F	1	3FL	2x/wk	M TH
ADCO Sheriff & Coroner	330 N. 19th Avenue, Brighton 80601	1	4FL	2 x/wk	T F	1	3FL	2x/wk	T F
ADCO South Park Shop	9500 Riverdale Road, Brighton 80601	1	6FL	3x/wk	M W F				
ADCO Western Service Center	12200 Pecos Street, Westminster 80234	1	8FL	3 x/wk	M W-F	1	6FL	3x/wk	M W F

\*Adams County owns the 30-yard compactor container at the Detention Center, however the Waste Collection Provider is required to empty the container.

\*\*Adams County owns the 30-yard compactor container at the Government Center, however the Waste Collection Provider is required to empty the container. This container may only be used to collect recyclables.

Key	
3FL	3 Yd Frontload
3RL	3 Yd Rear-load
3FY	3Yd Frontload Recycle
30 O	30 Yd Open Top
30C	30 Yd Compactor
SBX	Storage Box
POL	Port-O-Let
PHC	Handicap Port-O-Let
EOW	Every Other Week
ONC	On Call
Secure Areas	Highlighted in Light Green









**Additional Services**

30 Yard Container On call	\$
Additional Cost for trash left outside of the dumpster	\$ Per location

### **Submittal Checklist**

- Response to RFP
- Vendor Information Form (Attached to Solicitation)
- W-9
- Contractor's Certification of Compliance
- Proposal Form
- References
- X number of paper copy(ies)
- One CD of submitted proposal in a single PDF document

## CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering





**PROPOSAL FORM**  
 RFP 2015.002 Waste Removal for  
 Adams County Facilities

**VENDOR'S STATEMENT**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

\_\_\_\_\_ \$ \_\_\_\_\_  
 Written Amount Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_  
 If None, Please write NONE.

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
E-mail Address	

EXHIBIT A

**SAMPLE OF PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ 2014, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Winner123, located at Address123, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

**1. SERVICES OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached RFP xxxxx and the Contractor's response to the RFP xxxxx attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

**2. RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

**3. TERM:**

- 3.1. **Term of Agreement:** The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. **Extension Option:** The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.

**4. PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of:

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

EXHIBIT A

**5. INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

**6. NONDISCRIMINATION:**

**6.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**7. INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

**8. INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

EXHIBIT A

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. TERMINATION:

9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

EXHIBIT A

9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

**10. MUTUAL UNDERSTANDINGS:**

10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.

10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

10.5. Assign Ability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or

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event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County (department name)

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

Department: Adams County Purchasing

Contact:

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone:

E-mail:

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

E-mail:

Contractor: Winner123

Contact:

Address:

City, State, Zip:

Phone:

E-mail:

10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.



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**11. CHANGE ORDERS OR EXTENSIONS:**

- 11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

**12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 12.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such

EXHIBIT A

three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

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IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

**Board of County Commissioners**

\_\_\_\_\_  
Chairman Date  
**Winner123**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

**Attest:**

Karen Long, Clerk and Recorder  
\_\_\_\_\_  
Deputy Clerk

Approved as to Form: \_\_\_\_\_  
Adams County Attorney's Office

**NOTARIZATION OF CONTRACTOR'S SIGNATURE:**

COUNTY OF \_\_\_\_\_)

STATE OF \_\_\_\_\_ )SS.

Signed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2014,

by \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

My commission expires on: \_\_\_\_\_

EXHIBIT A

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

**CONTRACTOR:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



We'll handle it from here.™

February 4, 2015

Adams County Government Center  
Attention: RFP No. 2015.002  
4430 South Adams County Parkway, 4<sup>th</sup> Floor, C4000A  
Brighton, CO 80601

**RE: Adams County Trash Hauling/Disposal and Recycling Services, RFP No. 2015.002**

Allied Waste Transportation, Inc., A Republic Services Company ("Republic"), is pleased to submit this proposal in response to Adams County Trash Hauling/Disposal and Recycling Services RFP 2015.002. Our goal in preparing this proposal was to be responsive to the scope of services as outlined in the RFP, and to ensure the highest standards of solid waste collection and recycling for Adams County. Republic Services is ready, willing, and able to perform the services as proposed with the utmost diligence and professionalism and to provide all of the services required in the Adams County RFP No. 2015.002 at a level that we believe will be unmatched by our competition.

Republic Services is the second largest provider of services in the domestic non-hazardous solid waste industry, as measured by revenue. We provide non-hazardous solid waste collection services for commercial, industrial, municipal and residential customers through 336 collection operations in 39 states and Puerto Rico. We own or operate 199 transfer stations, 190 active solid waste landfills, 69 recycling centers and 18,500 vehicles. We have over 31,000 employees, of which 296 are in Denver! We also operate 64 landfill gas and renewable energy projects. We were incorporated as a Delaware corporation in 1996. Our operations are national in scope, but the physical collection and disposal of waste is very much a local business and the dynamics and opportunities differ in each of our markets. By combining local operating management with standardized business practices, we drive greater overall operating efficiency across the company while maintaining day-to-day operating decisions at the local level, closest to the customer.

Republic Services has the expertise and fully integrated facilities to perform these services with the highest level of efficiency, quality and professionalism with a proven track record of outstanding service to those outlined in the Adams County RFP. Republic has operational, technical, and financial capabilities that we believe are unmatched in our industry. We are proud of our reputation as an outstanding leader within the solid waste industry, and look forward to the opportunity to serve as the Adams County integrated waste stream management service provider.

The legal entity that will be entering into an agreement with Adams County is Allied Waste Transportation, Inc., d/b/a, Allied Waste Services of Denver, Republic Services of Denver. Allied Waste is a wholly-owned subsidiary of Republic Services, Inc. ("Republic"). Republic is the 2<sup>nd</sup> largest integrated waste stream



management company in the United States and the strongest financially among the major publicly-held solid waste management companies in the nation.

The key contact for Adams County will be Mr. Adam Kennedy. Any contact to Mr. Kennedy can be made to the following address, telephone number, fax number, and E-mail address: Republic Services, 5075 E. 74<sup>th</sup> Ave. Commerce City, CO 80022 Telephone: (720) 590-4311 or (303) 303-246-7073, fax (303) 287-2703, and e-mail: [akennedy2@republicservices.com](mailto:akennedy2@republicservices.com)

From the formation of the company, Republic Services has been committed to the essential components of integrated solid waste management services: collection, recycling, composting, transfer and disposal. Each division of Republic Services is dedicated to preserving the environment while providing the most cost-effective programs for solid waste collection and disposal.

Republic Service has broad expertise in the waste management field, derived from a diverse array of hauling, transfer, recycling and disposal operations. Very few companies can equal the operational capabilities, financial stability, capital resources, broad experience, geographic dispersion, integrated infrastructure or transfer expertise that Republic Services brings to a project.

At Republic Services, there are no more important relationships than the ones we forge with each of our customers. We begin by listening, to understand their needs and wants today, and to anticipate how each customer may evolve. We want our customers to feel at ease because of the reliability of our services, uplifted by the environmental impact they can make partnering with Republic, and delighted by the simple solutions and array of services we provide.

*We'll handle it from here™*, Republic's tagline, lets our customers know that they can count on us to provide an effortless experience, backs the promise that we will be on-time, never miss a pickup and leave the area clean; supports our promise to deliver superior products and services to meet our customers' needs; and remind customers about our environmental commitment. In the end, it means we care about making a difference in our customers' lives, while helping them feel at ease, uplifted, even delighted in choosing Republic Services. We at Republic Services appreciate your consideration of our proposal and very much look forward to the opportunity to partner with Adams County to develop and sustain the right waste and recycling strategy!

Respectfully,

Adam Kennedy, Major Account Executive – Republic Services, Denver Mountain





**Integrated Operations.** We believe we have created a company with a strong, national operating platform that allows us to compete more effectively and efficiently in the local markets in which we operate. We seek to achieve a high rate of internalization by controlling waste streams from the point of collection through processing or disposal. During the year ended December 31, 2013, approximately 68% of the total waste volume we collected was disposed at landfills we own or operate (internalization). Our fully integrated markets generally have a lower cost of operations and more favorable cash flows than our non-integrated markets. Through acquisitions, landfill operating agreements and other market development activities, we create market-specific, integrated operations typically consisting of one or more collection operations, transfer stations and landfills. We also operate recycling centers in markets where diversion of waste is a priority and it is profitable to do so.

**Commitment to People.** Training and developing our people is a priority. We aspire to be a company where the best people want to work and are committed to doing their best work every day. We work to create and maintain an environment that attracts, develops and retains people who assure our success with customers, differentiate us from our competitors and allow us to be an employer of choice for top talent. As of December 31, 2013, we employed approximately 31,000 full-time employees, approximately 26% of whom were covered by collective bargaining agreements.

**Commitment to Safety.** We are dedicated to the safety of our employees, our customers and the communities we serve. Our *Think, Choose, Live* slogan encapsulates our everyday safety messaging to our employees to: *Think* about what you are doing, *choose* the safe answer, and *live* to go home to your family. With the phrase printed on numerous items, including hard hats and equipment our employees touch, there are constant reminders for employees to go home in the same condition that they came to work. Our goal is to ensure every one of our employees returns home safely each night. As a leader in the waste industry, we implement initiatives to help all employees take ownership of safety:

- **Focus 6 Program.** Our Focus 6 Program provides employees with guidance, tips and techniques to prevent the six most common types of serious accidents - backing, intersections, rear collisions, roll over, employee and pedestrian. The training employees receive from Focus 6 is the foundation of the countless decisions they have to make every day to stay safe.
- **Celebrate Safety Records.** We believe good safety records are something to celebrate, and we take pride in recognizing employees and divisions that demonstrate a relentless commitment to safety. Employees with the best driving records are eligible for the industry's most prestigious award, EIA's Driver of the Year. Every year since 2009, Republic drivers have been awarded this distinguished safety honor.
- **Educational Programs.** We have implemented an employee safety observation program that provides our employees with the tools to make safety a priority. Approximately 95% of our management team has completed modules within this program. Upon hire, our drivers also must complete a robust educational program, which approximately 85% of our drivers completed in 2013.

**Commitment to Compliance.** We also are dedicated to compliance. Compliance with laws and our policies and procedures is essential to our efforts to gain and keep the confidence and support of customers,

regulatory and other governmental agencies, suppliers and the public. Most important, compliance is simply the right thing to do and is a critical part of the way we do business. Accordingly, we require all of our employees and independent contractors to comply with all applicable laws and rules, our Compliance Program and our Code of Business Ethics and Conduct. We also require them to report any violation or illegal activity to us so that we may deal with it appropriately.

**Best in the Business Drivers.** All Republic Services drivers undergo an extensive background check through E-Verify and CDL verification, including pre-employment and random drug screens, prior to joining the Republic team. Once employment is offered, every driver undergoes the Smith System Defensive Driver Training program as well as continuous DOT training to ensure all skills are up to date and current. Republic Services does provide all drives with PPE (Personal Protection Equipment) to ensure their safety on the job and the safety of those they service. All drivers carry two way radios which allow real time problem solving when necessary as well as assists Republic in carrying out our “Were Looking Out for You Program”. This program trains all drivers to keep their eyes and ears open for anything out of the ordinary on their routes. It is like having another “Neighborhood Watch” program rolling through your Adams County areas.

**Website.** Our corporate website is [www.republicservices.com](http://www.republicservices.com) We make available on this website, free of charge, access to our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K, Proxy Statement on Schedule 14A and amendments to those materials.

**Community Partnerships.** Republic Services is a proud partner with the communities we serve. Republic Services has developed an effective business plan that specifically calls for communicating with our partner communities. Simply stated, we believe that listening to community concerns and considering community recommendations makes good business sense. Further, we think that investing in the local community by directing business to local vendors, who can provide competitive quality and price, is a good practice. We also choose to give priority consideration to employing qualified people from the local community. Mutually beneficial relationships with the communities we serve are a critical measure of success at Republic Services. We are very proud of the commitments that we have made to be a good neighbor.

**Regulation.** Our facilities and operations are subject to a variety of federal, state and local requirements that regulate, among other things, the environment, public health, safety, zoning and land use. Operating and other permits, licenses and other approvals generally are required for landfills and transfer stations, certain solid waste collection vehicles, fuel storage tanks and other facilities that we own or operate. These permits are subject to denial, revocation, modification and renewal in certain circumstances. Federal, state and local laws and regulations vary, but generally govern wastewater or storm water discharges, air emissions, the handling, transportation, treatment, storage and disposal of hazardous and non-hazardous waste, and the remediation of contamination associated with the release or threatened release of hazardous substances. These laws and regulations provide governmental authorities with strict powers of enforcement, which include the ability to revoke or decline to renew any of our operating permits, obtain injunctions, or impose fines or penalties in the event of violations,



including criminal penalties. The U.S. Environmental Protection Agency (EPA) and various other federal, state and local authorities administer these regulations.

**1. Employ Quality Personnel**

We retain highly skilled and experienced personnel. Competitive compensation allows us to attract the best customer service representatives in the field.

**2. Easy Access for Customers**

Appropriate staffing is critical to ensure timely communication between customer service representatives and Commerce City residents. We maintain a well-staffed local customer service department that allows us to minimize wait times and prioritize quick resolution to customer concerns.

**3. Timely and Efficient Complaint Resolution**

Republic Services has strong policies and an accountability system that facilitates proper complaint resolution and follow-up.

**4. Train All Republic Services Employees In Customer Service**

To ensure ownership and high level of quality service, every Republic Services employee is trained in customer service. All employees are evaluated annually on their performance of putting the customer first.

Republic Services is proud to offer Adams County a *local and professional* call center to personally handle customer service issues. Our customer service center is open from 7:00am to 5:00pm Monday through Friday. Republic Services agrees to retain a live customer service representative until 6:00pm on weekdays to meet Adams County requirements. Republic Services also employs multiple customer service representatives who are fluent in Spanish. During office hours, customer service representatives are available to handle calls from the public. After business hours, customers have the option to leave a message. The message will be returned the next business day if not sooner.

Our latest customer service statistics demonstrate a high level of customer care and satisfaction. Our average wait time before answering a call is less than twenty seconds. Republic Services employs a sophisticated service formula that prioritizes answering every call and minimizing wait times. The Denver division is consistently a top performer out of the entire West region for outstanding customer service.

Customer Service diligently tracks every customer issue. If an Adams County representative calls with a concern that collection has not occurred the situation will qualify as a “missed pick-up” and counts against our performance ratings. Customer calls, concerns and complaints will be documented and are available for Adams County’s review at any time.

**Diversity and Inclusion.** Our approach to diversity and inclusion: MOSAIC (Mission of Supporting an Inclusive Culture) incorporates leadership education, employee training, proactive recruiting, retention of employees, and measuring our progress with improving employee engagement and other key



metrics. We also provide annual EEO training and have robust EEO and anti-harassment policies that apply to all employees.

**Disposal Facilities.** This proposal from Republic Services, Inc. calls for the utilization of Republic Services’ Towers and Foothills facility(s) for the disposal of municipal solid waste, and the Waste Management MRF facility (DADS) for recycling. The

Republic Services sites are:

	<b>Name of Facility</b>	<b>Location</b>	<b>Owner</b>
<b>1</b>	Hauling Office	5075 E. 74 <sup>th</sup> Ave., Commerce City, CO 80022	Republic Services, Inc.
<b>2</b>	Towers Landfill	8480 Tower Rd., Commerce City, CO 80022	Republic Services, Inc.
<b>3</b>	Foothills Landfill	8900 Hwy. 93, Golden, CO	Republic Services, Inc.

## 17. Proposal Requirements

- 17.1.1** Republic Services will deliver all containers for waste and recycling listed in Appendix “A” by start of agreement date.
- 17.1.2** Republic Services will provide waste removal and recycling services as required by Adams County as provided in the Appendix “A”.
- 17.1.3** Republic Services is in the process of converting our entire fleet of 142 collection vehicles to new CNG (compressed natural gas) collection vehicles. We currently have 64 collection vehicles that run on CNG. The complete conversion is scheduled to be completed at the end of 2015. These new CNG vehicles have numerous advantages over traditional collection vehicles, one obvious advantage is the exhaust and particulate matter compared to traditional diesel collection vehicles. These new collection vehicles can be used in conjunction with our carted trash and recycle programs only. The new CNG vehicles are semi automated and fully automated. Carted service is necessary for their operation. Once our fleet conversion is complete, Republic will use a semi-automated CNG truck for trash collection which will enable us to automate the cart contents and hand load any extras while using a fully automated CNG truck for recycle collection.
- 17.1.4** Acceptable Recyclables: Corrugated cardboard, paper, Plastic 1-7, Aluminum & Steel Cans, Newspaper, Glass Bottles & Jars, Paperboard, Phone books, Magazines & Catalogs.
- 17.1.5** We strive to provide the highest level of customer service. This means placing the focus squarely on our customers by listening and responding as well as anticipating their wants and needs. We then determine how to best meet our customers' expectations by delivering and implementing superior, customized solutions. We frequently visit customers to ensure customer service and satisfaction, and confirm their expectations are being met. The expanded use of technology is one of the ways in which we intend to continue to meet our customers' expectations. We desire to make it easy and seamless for our customers to do business with us. For example, in the near future our technology will allow more customers to access information and perform functions, such as changing or making service requests and interacting with customer service representatives, online. By increasing the ease of use and functionality of our web-based market presence, we believe we will enhance customer satisfaction and retention while we lower our costs.
- 17.1.6** All service changes (new location, closing location, increase, decrease & extra pickup) can be requested by Adams County by email or verbally. For example, extra pickups or haul request can be done verbally through phone or in person. All new, closing, increases and decreases can be done email or verbally, but a confirmation email will be sent to confirm changes.
- 17.1.7** Republic Services Towers and Foothills facility(s) for the disposal of municipal solid waste, Waste Management MRF facility for recycling, and A1 Organics for compost
- 17.1.8** Recycled collection is sorted and processed through Waste Management MRF facility. All non-recyclable material is removed and transferred to landfill.
- 17.1.9** Republic Services can provide diversion reports based upon the correct waste and recycling solution (modifications and adjustments made based upon goals, generated

waste/recycling materials and solutions that best work for Adams County, i.e., use of compactors, changes in container sizes, frequency of pickup days and times, as an example). Further, Republic Services can provide detailed pricing for handling unique items such as “dry cell batteries, plastic bags, electronics, ink cartridges and fluorescent bulbs.” We offer a very comprehensive solution for your waste and recycling disposal needs.

**17.1.10** In order to provide a value-added services strategy that meets the cultural, corporate and sustainability goals for Adams County, Republic Services, if awarded this contract, can collaborate with Adams County in order to implement a customized waste and recycling disposal program that referenced to Appendix “A” of the Adams County RFP No. 2015.002.

**17.1.11** Republic Services will collaborate with Adams County to help implement composting program through marketing, education, planning & monitoring. For Examples, City of Lafayette we have implemented green waste programs such as Christmas tree drop-off, spring & fall yard waste drop-off.

## 17.2 Other Services

**17.2.1** Republic Services can provide detailed pricing for handling unique items such as “dry cell batteries, plastic bags, electronics, ink cartridges and fluorescent bulbs”.

**17.2.2** Commercial, Industrial and Residential Waste and Recycling collection services are available for Adams County

**17.2.3** Waste Audits information forms will be provided

**17.2.4**



**17.2.5**

## 17.3 Pricing

**RFP 2015.002 Pricing Sheets**

Location	Address	Trash/Waste				Price per Month	Recycling				Price per Yard
		Quantity	Size	Frequency	Day		Quantity	Size	Frequency	Day	
ADCO Animal Control	10705 Fulton Street, Brighton 80601	1	8	3x/wk	M W F	\$172.00	1	6	1x/wk	Th	1.65 (\$42.00/month)
ADCO Children & Family Center	7401 Broadway Street, Denver, 80221	1	3	3x/wk	M W F	\$70.00	1	3	3x/wk	MWF	\$1.80 (\$70.00/month)
ADCO Detention Center	150 N. 19th Street, Brighton 80601	1	30c	2x/wk	T F	\$230.00	1	30	ONC	On call	\$170.00
		1	6	2x/wk	T TH	\$86.00					
ADCO Public Works/Fleet	4955 E. 74th Avenue, Commerce City 80022	2	6	2x/wk	T TH	\$172.00	1	6	EOW	Th	\$1.92 (\$25.00/month)
ADCO District Atty	1000 Judicial Center Drive, Brighton 80601	1	3	3x/wk	MWF	\$70.00	1	3	1x/wk	T	\$1.92 (\$25.00/month)
ADCO Fairgrounds	2358 W. 90th Avenue, Federal Heights 80260	3	POL	1x/wk	F	\$450.00					
		1	PHC	1x/wk	F	\$225.00					
ADCO Government Center	4430 S. Adams County Pkwy. Brighton 80601	1	3	3x/wk	M W F	\$70.00	1	30c	ONC	On Call	\$170.00
ADCO Honnen Building	7111 E. 56th Avenue, Commerce City 80022	1	4	5x/wk	M-F	\$143.00	1	8	5x/wk	M-F	\$1.65 (\$286.00/month)
		1	6	5x/wk	M-F	\$215.00	1	6	5x/wk	M-F	\$1.86 (\$215.00/month)



We'll handle it from here.



ADCO Human Services Building	7190 Colorado Boulevard, Commerce City 80022	1	3	3x/wk	M W F	\$70.00	1	3	4x/wk	T W Th F	\$1.66 (\$86.00/month)
ADCO Justice Center	19300 Bromley Lane, Brighton 80601	2	8	3x/wk	M W F	\$343.00	1	8	2x/wk	T F	\$1.66 (\$115.00/month)
ADCO Maintenance Facility	1927 E. Bridge Street, Brighton 80601	1	6	2x/wk	T TH	\$86.00					
		1	6	2x/wk	T F	\$86.00					
ADCO Motor Vehicle West	8452 Federal Boulevard, Westminster 80031	1	6	1x/wk	Th	\$43.00	1	6	EOW	T	\$1.92 (\$25.00/month)
ADCO Parks Department	9755 Henderson Road, Brighton 80601	1	3	1x/wk	Th	\$25.00	1	3	1x/wk	Th	\$1.92 (\$25.00/month)
		1	30	1x/wk	Th	\$230.00	1	30Y	Onc	On Call	\$170.00
		1	6	3x/wk	M W F	\$130.00					
ADCO Whittier Public Works	34400 East 152nd Avenue, Hudson 80642	1	3	EOW	W-odd	\$25.00					
ADCO Riverdale Golf	13300 Riverdale Road, Brighton 80601	1	6	1x/wk	Th	\$43.00	1	6	1x/wk	T	\$1.66 (\$43.00/month)
		1	8	3x/wk	M W F	\$172.00					
		1	30	On Call	Oncall	\$230.00					
ADCO Rotella Park	1707 East Coronado Pkwy, Denver 80229	1	40	ONC	Oncall	\$230.00					
		2	POL	2x/wk	T F	\$440.00					
		1	PHC	2x/wk	T F	\$440.00					
ADCO Service Center	4201 East 72nd Avenue, Commerce City 80022	1	3	5x/wk	M-F	\$110.00	1	3	2x/wk	M TH	\$1.73 (\$45.00/month)



ADCO Sheriff & Coroner	330 North 19th Avenue, Brighton 80601	1	4	2x/wk	T F	\$60.00	1	3	2x/wk	T F	\$1.73 (\$45.00/month)
ADCO South Park Shop	9500 Riverdale Road, Brighton 80601	1	6	3x/wk	M W F	\$130.00					
ADCO Western Service Center	12200 Pecos Street, Westminster 80234	1	8	3x/wk	M W F	\$172.00					

**17.4 Experience:**

**17.4.1** Republic Services is the second largest provider of services in the domestic non-hazardous solid waste industry, as measured by revenue. We provide non-hazardous solid waste collection services for commercial, industrial, municipal and residential customers through 336 collection operations in 39 states and Puerto Rico. We own or operate 199 transfer stations, 190 active solid waste landfills, 69 recycling centers and 18,500 vehicles. We have over 31,000 employees, of which 296 are in Denver! We also operate 64 landfill gas and renewable energy projects. We were incorporated as a Delaware corporation in 1996. Our operations are national in scope, but the physical collection and disposal of waste is very much a local business and the dynamics and opportunities differ in each of our markets. By combining local operating management with standardized business practices, we drive greater overall operating efficiency across the company while maintaining day-to-day operating decisions at the local level, closest to the customer.

**17.4.2** The key contact for Adams County will be Mr. Adam Kennedy. 5075 E. 74<sup>th</sup> Ave. Commerce City, CO 80022 Telephone: (720) 590-4311 or (303) 303-246-7073, fax (303) 287-2703, and e-mail: [akennedy2@republicservices.com](mailto:akennedy2@republicservices.com)

**17.4.3** Currently manage all major accounts in the Denver Metro Area; City of Aurora, City of Thornton, City of Arvada, City of Wheat Ridge, City of Lakewood.



## 17.5 References

### SMA Solar Technology

Bob Staring, Director of Facilities  
3801 N. Havana Street, Denver, CO 80239  
720-347-6600  
[bob.staring@sma-America.com](mailto:bob.staring@sma-America.com)

Collection Services for waste, compost & recycling  
Managed since 2010

### Cornerstone Apartment Services

Marc Hruby (pronounced RUBY), Chief Financial Officer  
123 West 12<sup>th</sup> Ave, Denver, CO 80204  
303-333-1999  
[marc@cornerstoneapartments.com](mailto:marc@cornerstoneapartments.com)

Collection Services for commercial waste & recycling  
Managed since 2010

### King Soopers

Ralph Powell, Reclamation Manager  
1933 Tower Road, Aurora, CO 80011  
720-859-0782  
[Ralph.powell@kingsoopers.com](mailto:Ralph.powell@kingsoopers.com)

Collection Services for Waste  
Managed since 2010





**ADAMS COUNTY**  
**COLORADO**

**PROPOSAL FORM**  
RFP 2015.002 Waste Removal for  
Adams County Facilities

**VENDOR'S STATEMENT**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

Nine Thousand Fifty two &  $\frac{79}{100}$   
Written Amount

\$ 9,052.70  
Amount monthly

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # \_\_\_\_\_ Addenda # \_\_\_\_\_  
If None, Please write NONE.

<u>Allied Waste Transportation, Inc</u>	<u>02/05/2015</u>
Company Name	Date
<u>5075 E 74th Ave</u>	<u>[Signature]</u>
Address	Signature
<u>Commerce City, CO 80022</u>	<u>ADAM KENNEDY</u>
City, State, Zip Code	Printed Name
<u>Adams County</u>	<u>Major Account Executive</u>
County	Title
<u>303-286-1200</u>	<u>303-286-0810</u>
Telephone	Fax
<u>akennedy2@republicservices.com</u>	
E-mail Address	

