REQUEST FOR PROPOSALS
FOR
Campus Waste Resource Management Provider
CMU 2748

RFP ISSUE DATE: December 2, 2022
PROPOSAL DUE DATE: January 6, 2023
ISSUED BY: Suzanne Ellinwood
Purchasing Manager

Proposals will be accepted until 11:00 a.m. Mountain Standard Time, January 6, 2023.

Bids will be accepted electronically through the Rocky Mountain ePurchasing [RMEPS] website https://www.bidnetdirect.com/colorado The Rocky Mountain ePurchasing site offers both free and paid registration options that allow for full access of the solicitation documents and for electronic submission of proposals. [Note: Free registration on the site may take up to 24 hours to process; plan registration to allow time for on-time bid submission.] Colorado Mesa University does not have access or control of the vendor side of the RMEPS site, contact RMEPS directly to resolve any issues encountered prior to response deadline (800) 835-4603
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**NOTE:** To simplify the Colorado Mesa University’s review process, the format for all Proposals must be consistent with the format in Section 4, "Offeror’s Response Format." In addition, the Vendor Signature Form must be completed and signed by an authorized company representative.
SECTION 1: ADMINISTRATIVE INFORMATION

1. ISSUING OFFICE:
This Request for Proposal (RFP) is issued on behalf of the Facilities Department by the Purchasing Department. The Purchasing Department is the SOLE point of contact concerning this RFP. All communication must be done through the Purchasing Department.

2. OFFICIAL MEANS OF COMMUNICATION:
During the solicitation process for this RFP, all official communication between the Purchasing Department and Offerors will be via postings on the Rocky Mountain ePurchasing System http://www.rockymountainbidsystem.com/ or the Colorado Mesa University’s Purchasing website at: http://www.coloradomesa.edu/purchasing/opensolicitations.html. Colorado Mesa University Purchasing Department will post notices which will include, but not be limited to, any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Offeror. It is incumbent upon Offerors to carefully and regularly monitor the Rocky Mountain ePurchasing website for any such postings.

3. PURPOSE:
This RFP provides prospective Offerors with sufficient information to enable them to prepare and submit proposals for consideration by the Purchasing Department to satisfy the need for expert assistance in the completion of the goals of this RFP.

A. DEFINITIONS
1. In the following RFP the term “University” shall be understood to mean “Colorado Mesa University.”

2. The term “Offeror,” as used herein, shall be understood to mean the individual, company, corporation or firm formally submitting a response to this RFP, and may also be referred to as the “Bidder,” “Vendor” or “Contractor.”

3. The term “Response,” as used herein, shall be understood to mean a written offer to provide goods and/or services in accordance with the general conditions, instruction, and specifications stated herein with the exceptions clearly stated, and may be used interchangeably with the terms “Proposal” and “Bid”.

4. SCOPE:
This RFP contains the instructions governing the proposal to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

5. SCHEDULE OF ACTIVITIES

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<td>December 12, 2022, 2:30 PM</td>
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7. INQUIRIES:
Offerors may make written, e-mail inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Offerors shall confirm successful receipt of said inquiries. Send all inquiries to:

Suzanne Ellinwood, Colorado Mesa University Purchasing Department  
sellinwo@coloradomesa.edu

Response to any Offeror’s inquiries will be published as a modification on Rocky Mountain Bids System in a timely manner per the Schedule of Activities. Offerors should not rely on any other statements that alter any specification or other term or condition of the RFP.

8. MODIFICATION OR WITHDRAWAL OF PROPOSALS:
Proposals may be modified or withdrawn by the Offeror prior to the established submission due date and time.

9. PROPOSAL SUBMISSION:

Proposals must be received on or before the date and time indicated in the Schedule of Activities. Bids will be accepted electronically through the Rocky Mountain ePurchasing (RMEPS) website https://www.bidnetdirect.com/colorado The Rocky Mountain ePurchasing site offers both free and paid registration options that allow for full access of the solicitation documents and for electronic submission of proposals. [Note: Free registration on the site may take up to 24 hours to process; plan registration to allow time for on-time bid submission.] Colorado Mesa University does not have access or control of the vendor side of the RMEPS site, contact RMEPS directly to resolve any issues encountered prior to response deadline (800) 835-4603. The Vendor Signature Form MUST be signed electronically by the Offeror or an officer of the Offeror legally authorized to bind the Offeror to the proposal. The Signature form is to be included with the proposal.

Proposals which are determined to be at a variance with this requirement will not be accepted.

10. BID OPENING:
Due to the complexity of this Proposal, information provided at the bid Opening shall be restricted to the NAME AND NUMBER OF RESPONDERS. Inspection of the Offerors’ proposals will not be allowed until after the notice of intent to award if posted on the Rocky Mountain ePurchasing system.
11. ADDENDUM OR SUPPLEMENT TO REQUEST FOR PROPOSAL:
In the event that it becomes necessary to revise any part of this RFP, an addendum notice will be posted on the Rocky Mountain Bids website, http://www.rockymountainbidsystem.com/ and the Purchasing website at http://www.coloradomesa.edu/purchasing/opensolicitations.html
Bidders shall not rely on any other interpretations, changes or corrections.

12. WRITTEN INQUIRIES AND RESPONSES:
Any explanation desired by an Offeror regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing and clearly marked with the RFP number and title. Inquiries can be e-mailed to the point of contact for the Request for Proposal; it is incumbent upon the Offeror to verify receipt of written inquiries. Written responses to inquiries will be provided as an addendum to be posted on the Rocky Mountain Bids website, http://www.rockymountainbidsystem.com and the Purchasing website at on the date shown in the Schedule of Activities.

13. ORAL PRESENTATIONS/SITE VISITS:
The Evaluation Committee may conclude after the completion of the proposal evaluation that oral interviews/presentation and/or demonstrations are required to determine the successful Offeror. All Offerors may not have an opportunity to interview/present and/or give demonstrations. The presentation process will allow the Offerors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Offeror’s key personnel may be required to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, etc.) may be accepted. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Once oral interviews/presentations and/or demonstrations have been completed Colorado Mesa University reserves the right to make a contract award without any further discussion with the Offerors regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the Offeror.

14. ACCEPTANCE OF RFP TERMS:
A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated by the signature of the Offeror, or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to this RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the University’s RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

15. PROTESTED SOLICITATIONS AND AWARDS:
Any actual or prospective Offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the University Purchasing Manager. The protest shall be submitted in writing within seven working days after such aggrieved person knows, or should have known, of the facts giving rise thereto. [Reference Colorado Revised Statutes (CRS) Section 24-109-101 et. seq., 24-109-201 et. seq., and Colorado Procurement Rules R-24-109-101 through R-24-109-206.]

With regard to the emphasized language above, it is important for Offerors to note that a challenge to the solicitation’s requirements or specifications should be made within 7 days of when the protested item is known. In other words, if you believe that the solicitation contains a requirement you want to protest, the protest should be submitted within the 7 day time period, even if that means it is filed during the time the solicitation is still open.
As noted in the paragraph above, announcement of the apparent winning Offeror will be made via a posting on the Rocky Mountain Bids system. The requirement for timely submission of any protest (7 working days) will begin on the first working day following posting of the award notice on Rocky Mountain Bids.

16. CONFIDENTIAL/PROPRIETARY INFORMATION:
Any restrictions of the use or inspection of material contained within the proposal shall be clearly stated in the proposal itself. The Offeror must state specifically what elements of the proposal are to be considered confidential/proprietary. Confidential/proprietary information must be readily identified, marked and separately packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

17. RFP RESPONSE MATERIAL OWNERSHIP:
All material submitted regarding this RFP becomes the property of Colorado Mesa University. Proposals may be reviewed by any person after the "Notice of Intent to Make an Award" letter has been issued, subject to the terms of § 24-72-201 et.seq. CRS, as amended, Public (open) Records.

18. PROPOSAL PRICES:
Estimated proposal prices are not acceptable. Proposal prices will be considered to be your best and final offer, unless otherwise stated in the RFP. The proposal price will be considered in determining the apparent successful Offeror.

19. DISCUSSION WITH RESPONSIBLE OFFERORS AND REVISIONS TO PROPOSAL:
Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirement. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

The University reserves the right to hold discussions with Offerors who have been found to be in the competitive range, such discussions may result in the University conducting Best & Final Offers.

20. SELECTION OF PROPOSAL:
As described within the RFP, an Evaluation Committee will review and score offers submitted and make a recommendation for award. The selection will be for award to the responsible Offeror whose proposal is determined to be most advantageous to the University. The Purchasing Department, after review and approval of the evaluation committee’s written recommendation, will notify all Offerors via a posting on the Rocky Mountain Bids system of the results of the RFP evaluation. The posting will be an announcement of the “Notice of Intent to Make an Award” will name the apparent successful Offeror.

21. AWARD OF CONTRACT:
The award will be made to the responsive and responsible Offeror whose proposal, conforming to the RFP, will be the most advantageous to Colorado Mesa University, price and other factors considered. A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the State may elect to cancel the “Notice of Intent to Make an Award” letter and make the award to the next most responsible Offeror.
22. ACCEPTANCE OF PROPOSAL CONTENT:
The contents of the proposal (including persons specified to implement the project) of the successful Offeror will become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract may result in cancellation of the award and such Offeror may be removed from future solicitations. Under these conditions, the University reserves the right to enter into negotiations with the next ranking bidder on the same terms and conditions as set forth in the Request for Proposal.

23. STANDARD CONTRACT:
The successful bidder will enter into a contract with the University. The State Contract contains certain required provisions for doing business with the State of Colorado, labeled “Special Provisions.” The Special Provisions are required to be contained in every state contract without modification or exception. The Offeror shall include with its proposal a separate page entitled “Exceptions to Contract Terms,” setting forth in detail all objections and exceptions it may have to any other terms and provisions contained in the special provisions, and failing such, shall be deemed to have accepted such terms and provisions. Failure to accept the University’s standard contract provisions may result in cancellation of the award. The State Contract, including the Special Provisions, is attached electronically as a separate PDF document.

24. RFP CANCELLATION:
The University reserves the right to cancel this Request for Proposal at any time, without penalty.

25. OWNERSHIP OF CONTRACT PRODUCTS/SERVICES:
Proposals, upon established opening time, become the property of the Colorado Mesa University. All products/services produced in response to the contract resulting from this RFP will be the sole property of the Colorado Mesa University unless otherwise noted in the RFP. The contents of the successful Offeror's proposal will become contractual obligations.

26. INCURRING COSTS:
Colorado Mesa University is not liable for any cost incurred by Offerors prior to issuance of a legally executed contract. No proprietary interest of any nature shall accrue until a contract is awarded and signed by all concerned parties.

27. NON-DISCRIMINATION:
The Offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

28. REJECTION OF PROPOSALS:
The University reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept any portion of a proposal or all items proposed if deemed in the best interest of Colorado Mesa University.

29. PARENT COMPANY:
If an Offeror is owned or controlled by a parent company, the main office address and parent company's tax identification number shall be provided in the proposal. The tax identification number provided must be that of the Offeror responding to the RFP.

30. NEWS RELEASES:
News releases pertaining to this RFP shall NOT be made prior to execution of the contract without prior written approval by the University.

31. CONTRACT CANCELLATION:
The University reserves the right to cancel, for cause, any contract resulting from this RFP by providing timely written notice to the offeror.
32. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. By submission of this proposal, each Offeror, and in the case of a joint proposal, each party thereto, certified as to its own organization, that, in connection with this procurement:
   a. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor;
   b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly to any other Offeror or to any Competitor; and
   c. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

2. Each person signing the Invitation for Bid form of this proposal certified that:
   a. They are the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that they have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
   b. They are not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that they have been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and they have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.

3. A proposal will not be considered for award where (1)(a), (1)(c), or (2) above has been deleted or modified. Where (1)(b) above has been deleted or modified, the proposal will not be considered for award unless the Offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or their designee, determines that such disclosure was not made for the purpose of restricting competition.

33. CONFLICTS OF INTEREST:
The holding of public office or employment is a public trust. A public officer or employee whose conduct departs from his fiduciary duty is liable to the people of the State. Rules of conduct for public officers and state employees:

1. Proof beyond a reasonable doubt of commission of any act enumerated in this section is proof that the actor has breached his fiduciary duty.

2. A public officer or a state employee shall not:
   a. Engage in a substantial financial transaction for his private business purposes with a person whom he inspects, regulates, or supervises in the course of his official duties;
   b. Assist any person for a fee or other compensation in obtaining any contract, claim, license, or other economic benefit from his agency;
   c. Assist any person for a contingent fee in obtaining any contract, claim, license, or other economic benefit from any state agency, or
d. Perform an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he either has a substantial financial interest or is engaged as counsel, consultant, representative, or agent.

3. A head of a principal department or a member of a quasi-judicial or rule-making agency may perform an official act notwithstanding paragraph (d) of subsection (2) of this section if their participation is necessary to the administration of a statute and if they comply with the voluntary disclosure procedures under CRS section 24-18-110.

4. Paragraph (c) of subsection (2) of this section does not apply to a member of a board, commission, council, or committee if he complies with the voluntary disclosure procedures under CRS 24-18-110 and if they are not a full-time state employee. Reference CRS 24-18-108.

34. TAXES:
Colorado Mesa University, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code Registration No. 84-6000546) and from all state government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). Our Colorado State Sales Tax Exemption Number is 98-03693. Seller is hereby notified that when materials are purchased in certain political subdivisions the seller may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

35. ASSIGNMENT AND DELEGATION:
Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

36. AVAILABILITY OF FUNDS:
Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to Colorado Mesa University and the State of Colorado.

37. BID BONDS/SECURITY:
If the RFP so states, a bid security in an amount equal to 5% of your proposal shall be furnished if your proposal exceeds $50,000. If the specifications so state, it may be required for projects of less than $50,000. Not required for this Bid.

38. CONTRACTOR’S PERFORMANCE BOND:
Not required for this Solicitation.
39. STANDARD INSURANCE REQUIREMENTS:

A) The Offeror shall obtain, and maintain at all times during the term of this contract, insurance in the following kinds and amounts:

1) Workers’ Compensation Insurance as required by state statute, and Employer’s Liability Insurance covering all of offeror’s employees acting within the course and scope of their employment.

2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent offerors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
   a) $1,000,000 each occurrence;
   b) $2,000,000 general aggregate;
   c) $2,000,000 products and completed operations aggregate; and
   d) $50,000 any one fire.

3) Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit as follows: $1,000,000 each accident combined single limit.

B) Colorado Mesa University shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction contracts will require the additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any insurance or self-insurance program carried by the University.

C) The Insurance shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to the University.

D) The offeror will require all insurance policies in any way related to the contract and secured and maintained by the offeror to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the University, its agencies, institutions, organizations, officers, agents, employees and volunteers.

E) All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the University.

F) The offeror shall provide certificates showing insurance coverage required by this contract to the University within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the offeror shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the University may request in writing, and the offeror shall thereupon within 10 days supply to the University, evidence satisfactory to the University of compliance with the provisions of this section.

G) Notwithstanding subsection A of this section, if the offeror is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended (“Act”), the offeror shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the University, the contractor shall show proof of such insurance satisfactory to the University.
40. INDEPENDENT CONTRACTOR CLAUSE:
All personal service contracts must contain the following clause:

"THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING, SHALL PROVIDE AND KEEP IN FORCE WORKER’S COMPENSATION (AND SHOW PROOF OF SUCH INSURANCE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS."

41. INDEMNIFICATION:
To the extent authorized by law, the contractor shall indemnify, save and hold harmless the University, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the contractor or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

42. VENUE:
The laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any resulting contract. Further, Title 24, C.R.S. as amended, Article 101 through 112 and Rules adopted to implement the statutes govern this procurement.
SECTION 2: BACKGROUND, OVERVIEW AND GOALS

Colorado Mesa University is seeking to initiate a relationship with a waste resource management provider or providers for campus waste and recycling removal. The University intends to significantly increase the campus waste diversion by partnering with a provider, or providers, that has successfully implemented a waste/recycling program that has achieved measurable waste diversion with clients comparable in size to Colorado Mesa University. In addition to standard waste and recycling removal, the University is also interested in creative proposals to take advantage of the newly announced food waste pilot program being implemented by the City of Grand Junction in 2023. A successful provider will include specific details on how the University can enhance its campus sustainability efforts by leveraging this new program.

The University has continuously undergone considerable campus growth year after year with steady additions to the campus facilities since 2006. At present, the University’s main campus in Grand Junction consists of 2.4 million square feet of buildings encompassing 141 acres including academic buildings, sporting venues, residence halls, student union, office space, etc. The University’s career and technical division, Western Colorado Community College, is located on a separate campus in Grand Junction and will also need to be serviced by the waste resource provider. A new residence hall is slated to open October 2023 which will add 110 beds to the campus community of comprised nearly 11,000 students and over 1,000 employees. A new Performing Arts Building on the west side of campus will also open towards the end of 2023 and the University is finalizing acquisition of the vacant building located at 1830 N 12th St., formerly Albertson’s. It is expected that the waste removal provider(s) will have the capacity to grow with University’s increasing waste removal needs.

The initial period of the contract issued resultant of this RFP will begin upon contract execution for an initial period of one (1) year with the option to renew for 4 additional one (1) year periods. Exercising the option to renew will be at the sole discretion of the University but will be executed upon mutual agreement between the University and the Contractor.

SECTION 3: STATEMENT OF WORK

Colorado Mesa University recognizes the tremendous potential ecological benefits by augmenting the campus recycling and food waste program. Colorado Mesa University currently owns 100 each 96-gallon recycling containers strategically placed at curbside locations throughout the campus which provides dual-stream recycling. Recycle bins are emptied twice per week. The University also provides 17 each 4-yard cardboard containers and 2 each cardboard compactors at the two food service locations in the University Center and Library. Contractors are encouraged to examine the current recycling practices of the University and provide suggestions for improvement in their bid response. To assist Contractors in their assessment of Colorado Mesa University’s waste removal needs, a pre-bid meeting and site visit is scheduled for Monday, December 12, 2022 at 2:30 PM at:

Colorado Mesa University Center Room 221
1455 N 12th Street
Grand Junction, CO 81501
#35 on the campus map with parking adjacent to the building

The University requires that all containers provided shall be maintained to preserve an aesthetically pleasing appearance; equipment shall be replaced or repaired as it begins to show signs of wear. All dumpsters and recycle containers are included. The contractor shall be responsible for the cleanliness and sanitation of all recycling containers. Contractors are welcome to provide an alternate size/style in their bid response.
The University anticipates that the successful recycling contractor will assist the University with educational efforts, including literature, videos, and presentations to staff and students. Educational efforts will be on-going throughout the term of the contract. The goal of educating staff and students is to promote awareness and understanding, emphasizing the benefits of the recycling program not only to the institution but also the environment.

Periodic waste audits will be conducted by the waste removal service provider to monitor total waste generated, and total recyclable materials diverted. Waste audits will also be used to make suggestions for improvements to the recycling program. Goals and benchmarks for the recycling program will be established to effectively measure progress of the program. A monthly summary should be generated that includes data on pounds of recycle collected.

Campus personnel shall be notified about contaminated recycle materials. Notification must take place as soon as possible and should include information on the type of contaminant, date and location of pick up.

Solid waste containers should include a mixture of dumpsters, roll-offs, and compactors, detailed in Appendix A. Service locations extend from C 1/2 Road to 25 Road, Grand Junction, CO. The main campus currently has 7 interchangeable dumpsters that are moved daily to a central pick-up location. A dumpster caddy is used to move these dumpsters across campus. Colorado Mesa University is open to cost saving proposals that offer efficiencies in the ratio of dumpsters to pick up locations. If a cost savings can be realized by removal of compactors, or if additional compactors will be more efficient indicate these alternates in the response. The campus utilizes large roll-offs for student move-out and other special events. The campus currently requires a minimum of 14 roll-offs twice a year that require frequent servicing during the deployment period. The University hosts special events on and off campus that require additional dumpsters and pick-ups on short notice; explain in the bid response how quickly service and equipment can be provided. The service frequency must also be adjustable during summer and winter periods as most dumpsters will not need to be serviced as frequently when classes are not in session.

Contractor must provide complete trash removal service for pickup of trash to assure sanitary conditions and prompt removal of trash from the established collection points with disposal of the trash in a certified landfill. Trash removal service cannot occur before 10 a.m. at most residence hall locations so that the residents are not disturbed.

Contractor must ensure that loose trash around bins is picked up at the time of service. Trash picked up around the bins will not be charged as an additional cost. The University will work with the Contractor to ensure that there are an adequate number of bins to reduce excess trash. Contractor will leave the pick-up area free of any debris, trash, etc. Containers are to be placed in their designated areas after each pick up.

The Contractor’s personnel shall be properly trained and qualified to perform the service. The University reserves the right to reject services from any personnel deemed by the University to be unqualified, disorderly or otherwise unable to perform the assigned work.

SECTION 4: OFFEROR’S RESPONSE FORMAT

Contractor’s response format shall be structured to respond to each item listed in this section as well as those outlined in the Statement of Work. Responses should be prepared to bring clarity to the Contractor’s proposal and subsequent evaluation process, simply and economically, in a straight-forward and concise manner to fully describe the Contractor’s ability to meet the requirements of the RFP.
Company Information

Contractor shall provide documentation demonstrating their company as an established waste removal and recycling provider with adequate resources and personnel to perform the work as identified above. The company must demonstrate a satisfactory record of performance.

Provide an illustrative narrative that defines your company’s qualifications that uniquely position the Contractor as a partner for Colorado Mesa University including but not limited to customer base, years in business, and the number of staff employed. Contractor may list any additional information not requested as part of this solicitation which the Contractor believes should be considered in the evaluation of a response.

Provide the address of the local service center and call center that will service Colorado Mesa University. Include a description of personnel that will be directly involved with this project highlighting the account manager assigned to the University. Indicate the number of staff employed currently in operations.

Provide a profile of tasks and responsibilities of the staff that will be in contact with the University and information on positions that will have a vital role. Information such as organizational chart and resumes of key individuals is encouraged.

Provide the number and type of trucks included in waste removal fleet.

Describe the depth of resources available to services the University’s account.

Provide three (3) referrals of similar size (Large Accounts) as Colorado Mesa University, preferably within Colorado, using your services. Include the following:
  - Company Name & Address
  - Contact Name & Title
  - Current Phone Number
  - Length of time serving the customer

Is your company currently for sale or involved in any transaction to expand or become acquired by another business entity? If yes, explain the future impact to the organizational and operational structure of your existing company.

Provide any details of past or impending litigation or claims filed against your company that would negatively impact your company’s performance under an agreement with Colorado Mesa University.

Provide information on major accounts lost within the last three years and the reasons for the loss.

Colorado Mesa University currently is invoiced for waste removal services by frequency intervals. The Contractor’s bid response shall define the formula(s) to calculate waste and recycling removal for the campus. Appendix A outlines the current locations and frequency intervals for pick up. The University requires that minimal University staff time is needed for invoice reconciliation; provide a sample invoice that illustrates the data and charges associated for waste removal.

Recycling

Detail the system for collection of recycled material from the campus. Include the minimum tonnage required for pick up, how pick-ups are conducted if the minimum is not met. Provide a list of acceptable recycle materials and whether obviously contaminated material will be collected. Include any methods that assist in reducing contaminated recycled material. What is the maximum response time for call for collection?
The University requires cardboard compactors for the 2 food service locations (University Center and Library). Cardboard is compacted and baled by the food service staff. If the contractor will only pick up a certain number of bales, please describe the method for removing the cardboard bales and the minimum number of bales per pick-up. Optimally the University prefers more frequent bale pick up to reduce the number of bales accumulated in limited space.

Continuing education about the benefits of recycling is critical to the success of a recycling program. Explain how you can assist the University in on-going education; provide any printed material developed and any training sessions that can be provided for University participants. Provide documentation of successful educational programs for other clients.

Provide the specifications and approach to your recycling program and the approach to be employed to expand Colorado Mesa University’s recycling program.

**General Waste Removal**

Provide a detailed transition plan to quickly change from the incumbent contractor to a new contractor. The plan should provide for an orderly change of equipment and minimize the impact to the University. State how much time is needed to complete the transition. The transition will be implemented upon award of contract.

It is important that the contractor keep consistent records for load pick up for the University and provide this information to campus personnel. Drivers should keep a simple log noting whether waste containers are ¼, ½, ¾ or full. If this methodology is currently employed provide a sample log; if not currently used provide a suggestion for a document to easily record this data. Continuous communication with the University about the account is critical for a satisfactory partnership; data about the account will be reviewed with campus personnel on a quarterly basis to ensure that the contractor is performing adequately and to notify the University of any adjustments that may need to be made to ensure successful completion of all tasks.

Contractors must fill out pricing in the attached Appendix A and submit with their proposals. Contractor shall detail any fees not provided in Appendix A such as gate charges, binlock and fuel fees. Offerors should understand that the University will not agree to automatic annual escalators proposed in a contract. Necessary price increases for contractual operational costs will need to be agreed upon by Contractor and University prior to annual renewal period. Annual unit rates are to remain in effect for the University’s fiscal year which runs from July 1st to June 30th.

**Additional Waste Removal Services**

In addition to waste removal, recycling, and composting the University is also interested in E-waste, hazardous waste, and other uncommon waste removal services. Please indicate any additional waste removal service options that you can provide.

**SECTION 5: EVALUATION PROCESS & CRITERIA**

A. Evaluation Process

Colorado Mesa University reserves the right to award a single contract, or multiple contracts for waste removal and recycling services for the University as deemed to be in the best interest to the University. Contractors are encouraged to bid either on the recycling program or the waste removal program, or both. If a Contractor is submitting a proposal that provides pricing for both programs the Contractor must indicate in their bid response if pricing is predicated upon total award of the contract.
All proposals submitted in response to this RFP will be reviewed for responsiveness prior to referral to the evaluation committee. Each response will be scored by each member of the Evaluation Committee in each of the following areas outlined in Section 4, Offeror’s Response Format and each area will be rated on a scale from 1-10 with 10 being the highest rating and 1 being the lowest rating:

B. Evaluation Criteria

- Qualifications, experience and stability of the Contractor – 40%
  - Quality of supplied references
  - Recycling program.
    - Assistance with recycling educational efforts.
  - The Contractor’s experience in providing waste removal services to clients similar in size to the University
  - Accounts lost
  - Resources committed to the contract; equipment and personnel
- Contractor’s response clearly indicates the ability to accomplish the goals specified in the RFP – 30%
- Rates for waste and recycling pick up – 30%

While a numerical rating system may be used to assist the evaluation committee in selecting the competitive range (if necessary) and making the award decision, the award decision ultimately is a business judgment that will reflect an integrated assessment of the relative merits of the proposals using the factors and any relative weights if established.

**Basis of Award**

The technical factors will be assessed based on the soundness of the Offeror’s approach and understanding of the requirements. The experience and/or demonstrated capabilities factor will be assessed by considering the extent to which the qualifications, experience, and past performance are likely to foster successful, on-time performance. Assessments include a judgment concerning the potential risk of unsuccessful or untimely performance and the anticipated amount of University involvement necessary to ensure timely, successful performance. The selection is ultimately a business judgment that will reflect an integrated assessment of the relative merits of proposals using the factors identified above. The University reserves the right to reject any (or all) proposal(s) that pose in the judgment of the University, unacceptable risks of unsuccessful or untimely performance, unacceptable University resource requirements, or costs exceeding the budget constraints.

Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the proposal and shall be the responsibility of the Offeror.

**SECTION 6: REQUIRED SUBMITTALS**

- Vendor Signature Form
- All items requested in the body of the RFP
VENDOR SIGNATURE FORM
CMU 2748
Campus Waste Resource Management Provider

Proposals Due:   January 6, 2023   Time:  11:00 am MST

Bids will be accepted electronically through the Rocky Mountain ePurchasing [RMEPS] website https://www.bidnetdirect.com/colorado The Rocky Mountain ePurchasing site offers both free and paid registration options that allow for full access of the solicitation documents and for electronic submission of proposals. [Note: Free registration on the site may take up to 24 hours to process; plan registration to allow time for on-time bid submission.] Colorado Mesa University does not have access or control of the vendor side of the RMEPS site, contact RMEPS directly to resolve any issues encountered prior to response deadline (800) 835-4603 The Offeror herein noted has carefully examined all components, instructions and requirements of this RFP and proposes to furnish the services described herein. The undersigned hereby agrees to provide Campus Waste Resource Management Services on behalf of Colorado Mesa University in accordance with the specifications, requirements, terms and conditions contained herein for the rates quoted. The undersigned certifies that all representations, certifications, and statements within its proposal are true and accurate as of the date of the proposal submission. The person signing this Vendor Signature Form certifies that they are a duly authorized officer for the Offeror, and that the information and any materials enclosed with this proposal represent the capability of the company to provide the services described in the quote.

This Vendor Signature Form page MUST be signed for proposal to be valid.

COMPLETE THE FOLLOWING:

Federal Employer ID No. _____________________________________________ Date:_______________________________

Company Name:  ________________________________________________________________________________________

Authorized Signature:  ________________________________________________________________________________________

Typed/Printed Name:  ________________________________________________________________________________________

Title:  ________________________________________________________________________________________

Address:   ________________________________________________________________________________________

City/State/Zip:  ________________________________________________________________________________________

Phone No.:  ________________________________________________________________________________________

Contact for Clarifications:
Name:  ________________________________________________________________________________________

Title:    ________________________________________________________________________________________

Phone No.:  ________________________________________________________________________________________

Email:  ________________________________________________________________________________________

Offeror Acknowledges Receipt of Addendum No. _____, _____, _____, ____ (Addendums MUST be acknowledged)
Walnut Ave – Mesa Ave

Health Sciences - (1) 4 yrd trash container; (2) 96-gallon containers for mixed paper items and commingled items, and (1) yellow lid dumpster for cardboard - Located by the dumpster enclosure on Walnut

Student Wellness - (1) 6 yrd trash container, (2) 96-gallon containers and (1) yellow lid dumpster for cardboard - Located in parking lot M26.

OASH – (2) 4 yrd trash containers and (2) 96-gallon containers - Located in dumpster enclosure and parking lot RHR29

Baseball Field – (1) 8 yrd trash container, (2) 96-gallon containers and (1) yellow lid dumpster for cardboard - Located in parking lot CP12

Maverick Field – (2) 96-gallon containers - Located in parking lot CP8

Mini Mavs – (1) 4 yrd trash container; (2) 96-gallon containers, and (1) yellow lid dumpster for cardboard - Located in drop off area

Lil Mavs – (1) 4 yrd trash container; (2) 96-gallon containers, and (1) yellow lid dumpster for cardboard - Located in alley behind building.

Maverick Innovation Center – (2) 96-gallon containers - Located in front of building

Pinon – (2) 96-gallon containers - Located in front of building
Mesa Ave – Bunting Ave

Garfield A - (2) 4 yrd trash container, (2) 96-gallon containers and (1) yellow lid dumpster for cardboard - Located in dumpster enclosure and parking lot CP4

Mav Pav/Escalante – (2) 4 yrd trash containers, (2) 96-gallon containers, (1) yellow lid dumpster for cardboard - Located in parking lot RHR29

Wingate - (2) 4 yrd trash container and (3) 96-gallon containers - Located in dumpster enclosure and parking lot CP4

Mesa Ave – Bunting Ave

Aspen - (2) 4 yrd trash container and (2) 96-gallon containers - Located in dumpster enclosure and parking lot

Confluence – (1) 4 yrd trash container, (6) 96-gallon containers, (1) yellow lid dumpster for cardboard - Located in parking lot CP1D

Eureka! – (2) 96-gallon trash containers, (2) 96-gallon recycling containers, (1) yellow lid dumpster for cardboard - Located in parking lot CP1D

Mav Hotel – (1) 8 yrd trash container, (2) 96-gallon containers, (1) yellow lid dumpster for cardboard - Located in hotel parking lot

Dominguez - (4) 96-gallon recycling containers

Fine Arts - (2) 4 yrd trash containers, (2) 96-gallon containers, (1) yellow lid dumpster for cardboard - Located in parking lot CP9

Mesa Ave – Bunting Ave

Tolman – (1) 8 yrd trash container and (2) 96-gallon containers for mixed paper items and commingled items - Located in front of building

Admin/Welcome Center - (1) 8 yrd trash container, (6) 96-gallon containers, and (1) yellow lid dumpster for cardboard - Located in parking lot RHR2

Monument/Rait/Walnut – (4) 4 yrd trash containers

Foundations/CSS/CSA – (1) 4 yrd trash container, (4) 96-gallon containers, (1) yellow lid dumpster for cardboard - Located in FS1 parking lot

Elm Ave – 12th ST

UC – (2) 8 yrd trash containers, (7) 96-gallon containers, (1) yellow lid dumpster for cardboard - Located in parking lot loading dock

LHH – (7) 96-gallon recycling containers, Located on north end of building
Bunting Ave – North Ave

Grand Mesa A - (1) 4 yrd trash container, (2) 96-gallon containers, (1) yellow lid dumpster for cardboard - Located in parking lot CP9

BASH - (2) 4 yrd trash container, (4) 96-gallon containers, (1) yellow lid dumpster for cardboard - Located in parking lot CP9

Grand Mesa C - (1) 4 yrd trash container, (3) 96-gallon containers - Located in parking lot RHR10

Lucero A/Retail - (1) 4 yrd trash container, (2) 96-gallon containers, and (1) yellow lid dumpster for cardboard - Located trash enclosure area

Lucero C/Retail - (1) 8 yrd trash container, (1) 4 yrd trash container, (4) 96-gallon containers and (1) yellow lid dumpster for cardboard - Located trash enclosure area and parking lot CP6

Outdoor Program - (2) 96-gallon containers - Located in parking lot CP6

MPAC – Compactor, (1) 4 yrd trash container, (4) 96-gallon containers, (1) yellow lid dumpster for cardboard - Located in parking lot P3

Houston - (4) 96-gallon containers - Located in parking lot P3

Library/Foodservice - (2) 4 yrd trash container, (1) yellow lid dumpster for cardboard (6) 96-gallon containers - Located in parking lot P4A
Bishop Health - (1) 4 yrd trash container, (2) 96-gallon containers - Located trash enclosure area and parking lot

Blichman A bld (Youngblood) - (1) 4 yrd trash container, (4) 96-gallon containers, and (1) yellow lid dumpster for cardboard - Located in parking lot

Blichman B bld - (1) 4 yrd trash container, (4) 96-gallon containers, and (1) yellow lid dumpster for cardboard - Located in parking lot

AEC - (1) 8 yrd trash container, (4) 96-gallon containers, and (1) yellow lid dumpster for cardboard - Located in parking lot