

# TOWN OF CARBONDALE

## REQUEST for PROPOSALS

### YARD WASTE DROPSITE COLLECTION

#### 1.0 SERVICE & PROCUREMENT DESCRIPTIONS

The Town of Carbondale intends to negotiate a contract with qualified private solid waste hauling and/or waste management companies. The services represented by this contract is a part of a system-wide solid waste management initiative that was implemented by the Town Board of Trustees to better conserve resources, protect wildlife and the environment, and improve customer service.

- Yard Waste Drop-Site Collection – This contract will provide a service to Carbondale’s residential and commercial properties for the diversion of seasonal yard waste that is self-hauled to a centralized drop-site located in the downtown area. The drop site will be operated every other weekend between mid-April and September.

The following request for proposal requirements apply to any proposal developed for these services.

#### 1.1 Procurement & Implementation Schedule

The Town intends to conduct a formal procurement for the selection of qualified and responsive contractors who will engage as a partner in the effective management of Carbondale’s solid waste. It is expected that start-up of service will begin in mid-April 2026.

##### 1.1.1 Schedule

Table 1-1 describes the Town of Carbondale’s procurement process and expected implementation schedule. All proposals will be accepted until 12 PM (noon) on March 17, 2026.

**Table 1-1 PROCUREMENT SCHEDULE**

| ACTIVITY                                     | DATE              | YARD WASTE<br>DROP SITE |
|----------------------------------------------|-------------------|-------------------------|
| Request for Proposals Release Date           | February 26, 2026 | ✓                       |
| Written Questions Due                        | March 10, 2026    | ✓                       |
| Town Response to Questions /Addenda Released | March 13, 2026    | ✓                       |
| Proposals Due                                | March 17, 2026    | ✓                       |
| Contract Effective Date                      | March 24, 2026    | ✓                       |
| Expected Service Start-Up Date               | Mid-April, 2026   | ✓                       |

##### 1.1.2 Designated Contact

All questions related to the procurement process shall be submitted in writing to Public Works Director, Kevin Schorzman at [kschorzman@carbondaleco.net](mailto:kschorzman@carbondaleco.net) or at 511 Colorado Avenue, Carbondale, Colorado, 81623. No questions will be accepted by phone or in person.

All proposal submittals shall be submitted directly to [kschorzman@carbondaleco.net](mailto:kschorzman@carbondaleco.net). Only electronic submittals will be accepted.

## 1.2 Contract Terms

Table 1-2 describes the contract terms for this contract. Renewals shall be optional and based on mutual satisfaction by both parties as determined by a contractor performance review, or expressed interest from other vendors at the time of renewal.

**Table 1-2 CONTRACT TERMS**

| <b>CONTRACT</b>                 | <b>INITIAL TERM</b>                         | <b>POTENTIAL RENEWALS</b>  |
|---------------------------------|---------------------------------------------|----------------------------|
| Yard Waste Drop-Site Collection | 2 calendar years from service start-up date | Two 2-year renewal periods |

## 1.3 Non-Negotiable Requirements

Over-arching requirements pertinent to this contract include:

- Contractor shall comply with all local, state and federal laws at all times - including Chapter 7, Article 3 – Garbage & Refuse of the Town of Carbondale’s municipal code
- At no time shall any contractor activities, actions or services interfere in any manner with Town operations

## 1.4 Reservation of Rights

This request for proposals is a solicitation and not an offer to contract for any services. The Town of Carbondale reserves the right to reject any and all proposals. The Town retains the right to abandon or terminate the procurement process at its discretion at any time. The Town further reserves the right to issue clarifications and other directives concerning this request for proposals or further information with respect to any proposal, and to determine the final terms of any contract. Interviews may be required with selected proposers to clarify proposals and to allow for contract negotiations. Site visits may be required to verify vehicle maintenance and driver safety training and procedures.

## **2.0 SEASONAL YARD WASTE DROP-SITE COLLECTION**

The quantity of organics in Carbondale's waste stream is unknown, but Pitkin County's landfill waste (collected throughout the valley including Carbondale) included nearly 30% yard and food waste by weight. Curbside organics collection in the Town of Carbondale is currently provided by two haulers and is a voluntary subscription cost in addition to trash and recycling. Acceptable materials vary with the hauler but can include yard waste, food waste and other compostable materials. A relatively small percentage of residents currently subscribe to curbside service, but the Town has received many requests for a less expensive collection option for yard waste. The addition of a centralized, drop site for seasonal yard waste was intended to address this need.

### **2.1 Drop-Site Location**

The drop-site location will be the gravel parking lot at 4<sup>th</sup> Street and Colorado Avenue.

### **2.2 Services**

The contractor shall provide seasonal drop-site collection of yard waste for residential and commercial properties within the Town of Carbondale who self-drop their materials (proof of eligibility will be required to obtain access to the drop-site). Landscaping, yard care, land-clearing and hauling companies will not be allowed to use the site.

For 2026, the Drop Site will be operated from 9:00 AM to noon on alternating Saturdays from mid-April through September (actual dates for 2026 should be included in the proposal). For future years, Drop-site operations shall occur every other Saturday each month beginning in mid-April and ending in September each year during the contract term. Operation shall be for a minimum of three (3) consecutive hours daily, with a start time of no earlier than 8 am and an end time no later than 3 pm (hours shall be consistent within each season). The drop-site shall be staffed by contractor personnel during all operating hours. The contractor shall provide all security, signage, safety, containers, clean-up and other services including those activities needed to minimize the collection of any non-yard waste materials.

All collected yard waste shall be delivered to a permitted compost facility. The Town is aware that compost facility operations in the valley have limited weekend hours. Any necessary storage to accommodate compost facility hours shall be short-term and shall not occur on Town-owned or Town-operated property.

Additional services shall include:

- Maintenance of all drop-site containers in clean and good working order
- Compliance with the vehicle and personnel requirements below
- Clean-up of all material spills, litter and vehicle leaks no later than the end of the same drop-site collection day on which they occurred
- Program promotion with hours of operation and acceptable materials (minimum acceptable materials include grass clippings, branches smaller than 2-inches in diameter and garden/planter waste containing no dirt)– including but not limited to posting on the contractor's website
- Means of accepting customer questions and complaints through its customer service center

#### **2.2.1 Collection Vehicles**

The contractor shall provide all vehicles and equipment needed for collection and transfer to the Pitkin County compost facility (or other approved facility) in an efficient and environmentally sensitive manner. When operational, all collection and transfer vehicles shall:

- Be covered

- Be kept in good repair and appearance
- Be clean and sanitary
- Be compliant with all local, state and federal safety and inspection regulations
- Have the minimum insurance requirements required by the Town (see Appendix B)

Any vehicle leaks that originate during collection at customer sites or any transportation associated with collection shall be cleaned up as soon as possible but no later than forty-eight (48) hours.

The contractor will consider the use of alternative fuel vehicles during the contract term as fleet replacement occurs, diesel prices increase and fueling stations in the Roaring Fork Valley become more accessible. A current evaluation of this option will be a necessary component of any fuel surcharge petition by the contractor.

### **2.2.2 Collection Personnel**

The contractor shall maintain adequate and proper staff to conduct timely collection and transfer. All vehicle drivers shall be:

- Licensed by the State of Colorado to operate commercial vehicles
- Alert, careful, courteous and competent
- Appropriately trained in operations and safety measures
- Provided with appropriate communication tools – cells phones shall not be used in a moving vehicle

## **2.3 Reporting**

The contractor shall provide a written and electronically-submitted summary of drop-site collection information at the end of each season that includes a monthly and total season break-down of:

- Number of customers served (including repeats)
- Number of tons collected by material type (e.g., yard waste, brush and other materials) – scale data is preferred but volume to weight conversion will be acceptable with a methodology approved by the Town
- Recommendations for revised operations in future seasons

## **2.4 Billing & Contractor Compensation**

The cost of this service will be paid directly by the Town.

The contractor shall provide monthly invoices for drop-site collection services and will be compensated as noted in Section 3.0. Invoicing shall, and subsequent compensation will, occur only for those months during which drop-site services are conducted.

### **3.0 CONTRACTOR COMPENSATION**

The contractor shall be compensated on a monthly basis for its services, with payment expected within thirty (30) days of billing. Any payment by the Town may be offset by any amount the contractor owes the Town for any reason.

#### **3.1 Service Price Changes**

The Town agrees that the contractor's rate schedule will be adjusted annually beginning on the first anniversary of the service start-up date and annually thereafter to reflect changes in the cost of doing business and pending the Town's satisfaction with contractor services to date and resolution of any performance violations. The adjustments shall be as measured by fluctuations in the Consumer Price Index as published by the U.S. Department of Labor Bureau of Labor Statistics for the West Coast Region. Any percentage change in the Consumer Price Index shall equal the percent change in the contractor's rate schedule to a maximum of three percent (3%) per year.

#### **3.2 Uncontrollable Costs**

The contractor may petition the Town for a rate schedule adjustment to accommodate uncontrollable costs such as tip fee increases, fuel cost increases, changes in applicable regulations or changes in government charges. Any year in which the Consumer Price Index (CPI-U for the Western Region) exceeds seven percent (7%) shall also be considered a petitionable uncontrollable cost. Any petition shall include the documentation needed to justify the request. The Town reserves the right, as a condition of approval, to inspect contractor records that demonstrate the need for an adjustment. The Town has no obligation to approve any petition but anticipates that uncontrollable costs may occur and intends to negotiate in good faith.

## 4.0 CONTRACTOR PERFORMANCE

### 4.1 Performance Standards & Liquidated Damages

Any performance standard violation will become actionable if not resolved within twenty-four (24) hours (excluding weekend days or holidays) or as otherwise noted in Table 4-1. The Town may assess liquidated damages for improper and insufficient actions related to any service required by the contract and deduct said damages from the contractor's monthly invoice amount. The Town will notify the contractor in writing of the basis of each assessment and will make a good faith effort to work with the contractor to resolve any disputes.

### 4.2 Contractor Performance Review

A review of contractor performance will be used by the Town to evaluate the contractor's performance in completing the services required by this request for proposals and confirmed in its contract. The Town will conduct a review prior to any contract renewal. The Town also reserves the right to conduct a full review of contractor performance at any time during the contract term if any of the trigger levels listed in Table 4-1 are exceeded or any other condition identified in the contract (see Appendix B) occurs. If during the review process the Town finds that contractor performance is unacceptable (regardless of remedies completed or penalties paid), it may choose not to renew the contract or may subject the contractor to the requirements of the termination clause in the contract (Appendix B).

**Table 4-1 PERFORMANCE STANDARDS & LIQUIDATED DAMAGES**

| PERFORMANCE STANDARD VIOLATION                                                                                                                 | LIQUIDATED DAMAGES                          | NUMBER OF OCCURRENCE TRIGGER | YARD WASTE DROP SITE                |
|------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------------|-------------------------------------|
| Failure to provide minimum recycling or yard waste service (both minimum materials & level of service)                                         | \$500 per day per customer request          | 1                            | ✓                                   |
| Failure to collect materials spilled during collection                                                                                         | Two times cost of clean-up incurred by Town | 3                            | ✓                                   |
| Failure to clean-up vehicle leaks (within 48 hours of occurrence)                                                                              | Two times cost of clean-up incurred by Town | 2                            | ✓ (must be cleaned-up day of event) |
| Failure to deliver trash or recyclables to permitted landfill or materials recovery facility – or yard waste to Pitkin County compost facility | \$3,000 per incident                        | 1                            | ✓                                   |
| Failure to maintain containers in clean & good working conditions (within 48 hours of observation by driver, customer or Town)                 | \$100 per container                         | 3                            | ✓                                   |
| Failure to maintain vehicles that are clean, sanitary,                                                                                         | \$250 per vehicle per occurrence            | 3                            | ✓                                   |

|                                                                                                      |                                                              |   |   |
|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|---|---|
| covered & in good working order                                                                      |                                                              |   |   |
| Failure to cover vehicles that contain trash, recyclables, yard waste or other solid waste           | \$250 per vehicle per occurrence                             | 3 | ✓ |
| Failure to appropriately license drivers                                                             | \$1,000 per driver per day                                   | 1 | ✓ |
| Failure to provide every driver with safety training & enforce the no cell phone rule                | \$1,000 per driver per day & \$500 per cell phone infraction | 1 | ✓ |
| Failure to provide required customer information                                                     | \$500 per day                                                | 1 | ✓ |
| Failure to resolve customer complaints (resolved or resolution scheduled within 48 hours)            | \$250 per complaint                                          | 8 | ✓ |
| Delay in providing monthly billing data                                                              | \$500 per day                                                | 2 | ✓ |
| Delay in submitting reports                                                                          | \$250 per day per report                                     | 3 | ✓ |
| Misrepresentation in records or reporting                                                            | \$5,000 per incident                                         | 1 | ✓ |
| Failure to operate yard waste drop-site at established location or during established days and hours | \$500 per incident                                           | 1 | ✓ |
| Failure to leave yard waste drop-site in original condition (if Town property)                       | Two times cost of clean-up incurred by Town                  | 2 | ✓ |

## **5.0 TOWN OF CARBONDALE CONTRACT**

Appendix B of this request for proposals includes the contract which will be used for this work. All proposers shall review the standard contract and identify any modifications needed in order to fully execute the terms and conditions included therein. Any modifications shall be described in the contract certification form (Appendix C).

## 6.0 PROPOSER QUALIFICATIONS

Proposers shall provide the information described in Table 6-1 to verify minimum qualifications and company information. All required information shall be provided for the contractor and any subcontractors.

**Table 6-1 MINIMUM QUALIFICATIONS & PROPOSER INFORMATION REQUIREMENTS**

| QUALIFICATION/ INFORMATION REQUIRED                                                                                                                                                                                                                | YARD WASTE DROP SITE                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| Names and resumes of principal officers, partners and/or other officials including the name & resume of the individual who will be responsible for the Town contract                                                                               | ✓                                                                                                               |
| Company mission, vision & operational commitment to sustainability & community involvement                                                                                                                                                         | ✓                                                                                                               |
| Description of Colorado Western Slope experience & qualifications                                                                                                                                                                                  | ✓                                                                                                               |
| Ability to comply with general terms & conditions of Town's standard contract (Appendix B)                                                                                                                                                         | ✓                                                                                                               |
| Secretary of State certification (may be appended to the proposal)                                                                                                                                                                                 | ✓                                                                                                               |
| Statement verifying lack of any default, compliance issues or unresolved judgement                                                                                                                                                                 | ✓                                                                                                               |
| Copy of latest available financial statements – financial information will be treated as confidential (may be appended to the proposal)                                                                                                            | ✓<br>May be appended to proposal                                                                                |
| References from clients for whom similar services were performed (Colorado references preferred) – include project description & contact details                                                                                                   | ✓<br>Min 2 references with materials collected, collection frequency & end use (compost, shred, landfill, etc.) |
| Other information to establish ability – should include examples such as amount and type of equipment available to perform the work, public outreach materials, sustainability reports, data tracking graphics, etc. (may be appended to proposal) | ✓                                                                                                               |

## **7.0 SUBMITTALS**

Proposals must be received electronically by the designated contact no later than 12 PM Mountain Standard Time on March 17, 2026. Late submittals will not be accepted.

### **7.1 Proposal Requirements**

These requirements apply to all proposals unless otherwise noted below.

Submissions – Only electronic submittals will be accepted. Proposals shall be in .pdf format (preferred) or a password protected Microsoft Word document.

Format – Proposals shall include the main proposal document and the cost proposal:

- The same section numbering, sequencing and titles as those used in this request for proposals for all submittal requirements
- Be double-sided and no longer than ten (10) pages excluding resumes, appended forms, customer fee list for optional collection services and any example materials
- Required minimum qualifications and proposer information (see Table 6-1)
- Completed forms – including the proposer statement (Appendix A) and contract certification form (Appendix C)
- Completed cost pricing sheets submitted in a separate file from all other request for proposal submittal requirements

### **7.2 Proposal Document**

Proposal document contents shall contain a description of proposed actions and services as requested below.

#### **7.2.1 Yard Waste Drop-Site Collection**

Proposals for these services shall include a proposed approach to the required services in Section 2.0. Service information at a minimum should include:

- Proposed May through September schedule (for 2026)
- Summary of proposed operations – including staffing, equipment, signage, schedule, short-term storage (if any) and other information needed to describe collection activities
- Public outreach strategy
- Customer service and complaint resolution strategy
- Recommended modifications (if any)

#### **7.2.2 Cost Proposals**

Each proposal shall include a completed section of the cost pricing sheets provided in the RFP. The costs shall:

- Be inclusive of all labor, equipment, materials management, transportation, fuel, tip fees, insurance, profit and other costs associated with the performance of required services – costs not listed in the proposal will not be allowed
- Serve as the basis of any future contract and shall establish the rate schedule for all services
- Shall not include any Consumer Price Index increases or any changes related to uncontrollable costs – the Town’s evaluation will consider costs in place on the effective date of the contract only
- Be provided in a separate file from all other submittal requirements - labelled “Cost Pricing Sheet” and inclusive of the proposer’s name, the title of this request for proposals and submittal date

### 7.3 Proposal Evaluations

Each proposal will be evaluated by a team of Town staff and contractors. Any proposal that fails to address any requirement of the request for proposals will be considered non-responsive and not evaluated further. Responsive proposals will be evaluated based on the weighting factors described below.

**Table 7-1 PROPOSAL EVALUATION CRITERIA**

| <b>CRITERIA</b>                                                     | <b>YARD WASTE DROP<br/>SITE<br/>WEIGHTING</b> |
|---------------------------------------------------------------------|-----------------------------------------------|
| Minimum qualifications & references                                 | 0%                                            |
| Ability to meet Town goals                                          | 5%                                            |
| Commitment to sustainability in overall operations                  | 10%                                           |
| Strategy for waste reduction including public promotion & education | 10%                                           |
| Yard Waste Drop-Site Operations                                     | 10%                                           |
| Optional Services                                                   | 5%                                            |
| Cost                                                                | 60%                                           |
| Total                                                               | 100%                                          |

# **APPENDIX A**

## **PROPOSER STATEMENT**

### **Town of Carbondale Request for Proposals Solid Waste Collection**

The following signed statement shall be provided with each proposal.

The proposer identified below hereby proposes to furnish all labor, equipment, supplies, material management, transportation, fuel, tip fees, insurance, profit and other resources necessary to perform the services required in this request for proposals, the Town of Carbondale standard contract, exhibits and any addenda or attachments issued by the Town of Carbondale prior to the opening of proposals.

Such proposer will negotiate a service-specific contract with the Town of Carbondale that is based on the standard contract (see Exhibit B) within ten (10) business days of the issuance of Notice to Proceed by the Town.

Said proposer further agrees to complete all services required under the contract within the time stipulated and to accept in full payment therefore the pricing established in the cost pricing sheet (see Appendix D).

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Company Name

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Authorized Signature

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Name (please print)

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Title

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Date

## **APPENDIX B**

### **AGREEMENT FOR YARD WASTE DROP SITE COLLECTION**

This AGREEMENT FOR THE COLLECTION OF YARD WASTE AT A DROP SITE LOCATION (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the TOWN OF CARBONDALE, a Colorado home rule municipal corporation (the “Town”) and \_\_\_\_\_ (the “Contractor”), a \_\_\_\_\_.

#### **RECITALS**

WHEREAS, the 2017 Town of Carbondale Environmental Bill of Rights established that all residents and visitors shall have the right to solid waste reduction and increased recycling efforts. The same year, the Town’s Climate and Energy Action Full Plan set a 2050 goal of zero waste and identified the need to provide waste diversion programs to all residents, businesses, and construction projects; and

WHEREAS, yard and food waste constitute a sizable portion, up to 30 percent by weight according to recent data, of Pitkin County’s landfill waste; and

WHEREAS, the Board of Trustees understand that a relatively small percentage of Town residents currently subscribe to curbside organics collection, and the Town has received many requests for a less expensive collection option for yard waste; and

WHEREAS, on February 26, 2026, the Town published a Request for Proposals (RFP), which is attached hereto as Exhibit A and incorporated herein by reference, for the seasonal provision of a centralized drop site to which Town residents and businesses may self-haul their yard waste; and

WHEREAS, the Town intends to engage a qualified private solid waste hauling and/or waste management company to provide seasonal yard-waste collection services at a drop site (“Yard Waste Collection”); and

WHEREAS, Contractor submitted a proposal to provide Yard Waste Collection within the Town and to perform such work as may be incidental thereto; and

WHEREAS, following a review of each proposal received by a team of Town staff and contractors, the Board of Trustees voted to award the contract to Contractor based on the proposal evaluation criteria outlined in the RFP and subject to the execution of a mutually acceptable agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

## **AGREEMENT**

1. **SCOPE OF AGREEMENT.** This Agreement pertains to Yard Waste Collection. Contractor's work under this Agreement shall consist of all the supervision, materials, equipment, labor, and other items necessary to provide seasonal collection of yard waste at a centralized location within the Town in accordance with the provisions of this Agreement.

2. **SCOPE OF WORK.** Beginning in mid-April, 2026, (the "Service Start-Up Date" will be the date of the first collection day in 2026) and continuing for the full term of this Agreement, the Contractor shall provide Yard Waste Collection as more specifically described herein.

3. **YARD WASTE DROP SITE COLLECTION.** Contractor shall seasonally operate a centralized drop site (the "Drop Site Location") to which Town residents and businesses may self-haul yard waste in accordance with the following requirements:

- a. **Location.** The Drop Site Location shall be the gravel parking lot at the intersection of 4<sup>th</sup> Street and Colorado Avenue.
- b. **Schedule.** During each year of the term of this Agreement, the Drop Site Location shall be operated one (1) Saturday every other weekend from mid-April through September ("Drop Site Collection Days"). For 2026, the Drop Site will be operated from 9:00 AM to Noon on each day as proposed in the Contractor's schedule. For future years, Drop Site Collection Days shall occur every other weekend, on Saturday, from mid-April through September. The Drop Site shall be open for a minimum of three (3) consecutive hours daily with start times at or after 8:00 AM and end times by 3:00 PM. The hours of operation shall be consistent within each Drop Site operating season.
- c. **Requirements.**
  - i. The Contractor shall staff the Drop Site with Contractor personnel during all operating hours.
  - ii. The Contractor shall provide all security, signage, safety, containers, clean-up, and other services including those activities needed to minimize the collection of any non-yard waste materials.
  - iii. All collected yard waste shall be delivered to a permitted compost facility. Any necessary storage to accommodate compost facility hours shall be short-term and approved in advance by the Town.
  - iv. Contractor shall maintain all Drop Site containers in clean and good working order. If the Drop Site is located on Town property, such property shall be returned to its original condition at the end of each Collection Day.
  - v. The Contractor shall request proof of eligibility for an individual to obtain access to the Drop Site. Access to the Drop Site shall only be provided to residents of the Town and commercial businesses located within the

Town. Landscaping, yard care, and land-clearing and hauling companies shall not be allowed to deliver materials to the Drop Site.

4. PERSONNEL. The Contractor shall maintain adequate and proper staff whose expertise will assure efficient operation of the services herein specified. All vehicle drivers shall be:

- a. Licensed by the State of Colorado to operate commercial vehicles.
- b. Alert, careful, courteous, and competent.
- c. Appropriately trained in operations and safety measures.
- d. Provided with appropriate communication tools. Cells phones shall not be used in a moving vehicle.

5. TRUCKS AND EQUIPMENT. The Contractor shall provide all vehicles and equipment needed for collection of all yard waste and for transfer to a processing facility in an efficient and environmentally sensitive manner. The Contractor shall not assign any vehicle to the program where the performance of its component parts is likely to cause damage to other components, jeopardize public safety, or be contrary to Colorado vehicle codes. The Contractor agrees to perform all work outlined in such a manner as to meet all accepted standards for safe practices during operations and to safely maintain stored equipment, machines, and materials consequential or related to the work. The Contractor shall agree additionally to accept the sole responsibility for complying with all local, county, state, federal or other legal requirements, including but not limited to safety and inspection regulations. Any vehicle leaks that originate during collection at the Drop Site Location or any transportation associated with collection shall be cleaned up as soon as possible but no later than the end of the same Drop Site Collection Day on which the leakage occurred. The Contractor will consider the use of alternative fuel vehicles during the Agreement term as fleet replacement occurs, diesel prices increase, and fueling stations in the Roaring Fork Valley become more accessible. A current evaluation of this option will be a necessary component of any fuel surcharge petition by the Contractor (see Section 8.a, below).

6. LITTER OR SPILLAGE. The Contractor shall not litter any premises in the process of making collections. During hauling, all trash and recyclables shall be contained, tied, or enclosed so that leaking, spillage, or blowing of materials is minimized. In the event of any material leakage or spillage by the Contractor, the Contractor shall be required to clean up the litter caused by the leakage or spillage no later than the end of the same Drop Site Collection Day on which the leakage or spillage occurred. The containers at the Drop Site Location shall be left in an orderly fashion.

7. FEES. The Contractor is solely responsible for all costs, charges, fees, fines, taxes, and any other assessments associated with collection, management, and disposal of materials collected pursuant to this Agreement.

8. PRICE CHANGE. The Contractor's rate schedule shall be adjusted annually beginning on the first anniversary of the Service Start-Up Date and annually thereafter to reflect changes in the cost of operations. The adjustments shall be as measured by fluctuations in the Consumer Price Index as published by the U.S. Department of Labor Bureau of Labor Statistics for the

West Coast Region. Any percentage change in the Consumer Price Index shall equal the percent change in the Contractor's rate schedule to a maximum of three percent (3%) per year.

- a. Uncontrollable Costs. Contractor may, in writing, petition the Town for a rate schedule adjustment to accommodate costs such as landfill or recyclables processing tip fee increases, fuel cost increases, changes in applicable regulations, or changes in government charges (collectively, "Uncontrollable Costs"). Any year in which the regional Consumer Price Index exceeds seven percent (7%) may also be considered an Uncontrollable Cost. In addition to the written notice, Contractor shall provide the Town with any other information regarding such increase reasonably requested by Town before any such increase becomes effective; provided, however, the parties recognize that notice of some increases in Uncontrollable Costs may be provided after the increase in such Uncontrollable Cost becomes effective. The Town reserves the right, as a condition of approval, to inspect Contractor records that demonstrate the need for an adjustment. The Town has no obligation to approve any petition but anticipates that uncontrollable costs will occur and intends to negotiate in good faith.

#### 9. CONTRACTOR INVOICING AND COMPENSATION.

- a. Monthly Invoices. No later than five (5) business days following the end of the calendar month, the Contractor shall submit to the Town monthly invoices for Yard Waste Collection services rendered during the previous calendar month in an electronic format acceptable to the Town. Invoicing shall and subsequent compensation will occur only for those months during which Drop Site Collection Days occur (i.e. May through September).
- b. Any amount the Contractor owes the Town for any reason may be deducted from any monthly payment by the Town.
- c. Auditing Rights. The Town retains all rights to audit the Contractor's accounting records as they pertain to this Agreement.

#### 10. RECORDKEEPING AND REPORTING.

- a. Seasonal Report. The Contractor shall provide a seasonal resource recovery report ("Seasonal Report") to the Town by November 1 of each calendar year. The first Annual Report shall be submitted electronically by November 1, 2026. Each Seasonal Report shall, at a minimum, include a monthly and total seasonal breakdown of the following information:
  - i. Number of customers served (including repeat customers).
  - ii. Number of tons collected by material type (e.g., yard waste, brush, and other materials). Scale data is preferred but volume to weight conversion will be acceptable with a methodology approved by the Town.
  - iii. Recommendations for revised operations in future seasons.

- iv. Any other information that the Town may reasonably request from time to time.
- b. All reports shall be written and electronically submitted.
- c. Recordkeeping. The Contractor shall maintain in its local office full and complete operations and service records pertaining to services provided under this Agreement (the "Records"). The Records shall be maintained for a minimum of three (3) years. The Records shall at all reasonable times be open for inspection and copying for any reasonable purpose of the Town upon prior written notice to the Contractor.

11. **PROMOTION AND CUSTOMER SERVICE.** The Contractor shall be responsible for all customer service and promotion functions, including the following:

- a. Public promotion of the Drop Site's hours of operation and acceptable materials, including but not limited to the maintenance of an up-to-date page on the Contractor's website that includes such information.
- b. The Contractor shall operate a customer service center that customers can call during normal business hours and leave messages after hours.
- c. The Contractor shall resolve all customer requests and complaints to the satisfaction of customers, and report resolutions to the Town.

12. **EFFECTIVE DATE, TERM, COMMENCEMENT OF SERVICES, RIGHT FOR RENEGOTIATION.** This Agreement shall be deemed effective upon the signature of both parties ("Commencement Date"). This Agreement shall continue in effect for a term of two (2) years from the Service Start-Up Date unless terminated or renegotiated as provided herein. The parties shall have the option of renewing this Agreement for two (2) consecutive two (2) -year periods ("Renewal Period(s)"). If either party desires to renew this Agreement, said party shall provide written notice to the other at least ninety (90), but no more than one hundred twenty (120) days prior to the end of the Initial Term or Renewal Period, as applicable.

13. **NO INTERFERENCE.** Any activities, actions, or services performed under this Agreement shall not materially interfere with Town operations.

14. **CONTRACTOR PERFORMANCE REVIEW.** A review of Contractor performance will be used by the Town to evaluate the Contractor's performance in completing the services required by this Agreement. The Town will conduct a review prior to any contract renewal. The Town also reserves the right to conduct a full review of contractor performance at any time during the contract term.

15. **FAILURE TO PERFORM.** The Town expects high levels of collection and customer services. Improper and insufficient actions or omissions related to any service required by this Agreement will be discouraged, to the extent possible, through liquidated damages and through default for more serious lapses in service requirements. Contractor agrees that, as to the matters set forth in Section 16 below, damage to the Town and the public interests it protects are not susceptible to ready determination as to the dollar amount of such damage, and that the liquidated damage amounts that are set forth in Section 16 below are reasonable

estimates as to the dollar amount of damage incurred in relation to each offending act or omission.

16. **LIQUIDATED DAMAGES.** Liquidated damages may be assessed for the actions and omissions set forth herein upon the following conditions:

- a. The Town must timely provide Contractor written documentation which sets forth the location, date, time, duration and a detailed description of the specific nature of the violation.
- b. Contractor shall have up to twenty-four (24) hours (excluding weekend days or holidays) or as otherwise noted below to resolve the violation to the reasonable satisfaction of the Town.
- c. If after twenty-four (24) hours (excluding weekend days or holidays) the violation remains unresolved, the Town may assess liquidated damages and deduct said damages from the Contractor's monthly invoice amount.

#### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

| PERFORMANCE STANDARD VIOLATION                                                                                                                 | LIQUIDATED DAMAGES                          | NUMBER OF OCCURRENCE TRIGGER |
|------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------------|
| Failure to provide minimum recycling or yard waste service (both minimum materials & level of service)                                         | \$500 per day per customer request          | 1                            |
| Failure to collect materials spilled during collection                                                                                         | Two times cost of clean-up incurred by Town | 3                            |
| Failure to clean-up vehicle leaks by end of same Drop Site Collection Day on which leak(s) occurred                                            | Two times cost of clean-up incurred by Town | 2                            |
| Failure to deliver trash or recyclables to permitted landfill or materials recovery facility – or yard waste to Pitkin County compost facility | \$3,000 per incident                        | 1                            |
| Failure to maintain containers in clean & good working conditions (within 48 hours of observation by driver, customer or Town)                 | \$100 per container                         | 3                            |
| Failure to maintain vehicles that are clean, sanitary, covered & in good working order                                                         | \$250 per vehicle per occurrence            | 3                            |
| Failure to cover vehicles that contain trash, recyclables, yard waste or other solid waste                                                     | \$250 per vehicle per occurrence            | 3                            |

|                                                                                                      |                                                              |   |
|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|---|
| Failure to appropriately license drivers                                                             | \$1,000 per driver per day                                   | 1 |
| Failure to provide every driver with safety training & enforce the no cell phone rule                | \$1,000 per driver per day & \$500 per cell phone infraction | 1 |
| Failure to provide required customer information                                                     | \$500 per day                                                | 1 |
| Delay in providing monthly billing data                                                              | \$500 per day                                                | 2 |
| Delay in submitting reports                                                                          | \$250 per day per report                                     | 3 |
| Misrepresentation in records or reporting                                                            | \$5,000 per incident                                         | 1 |
| Failure to operate yard waste drop site at established location or during established days and hours | \$500 per incident                                           | 1 |
| Failure to leave yard waste drop site in original condition (if Town property)                       | Two times cost of clean-up incurred by Town                  | 2 |

Notwithstanding the liquidated damages set forth herein, the Town has the right to exercise any and all remedies it may have with respect to these and other violations of Town codes, laws, rules and regulations and breaches of this Agreement. Any schedule of liquidated damages shall not affect the Town's ability to terminate this Agreement for breach.

17. IMMIGRATION COMPLIANCE. The Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this contract nor contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

The Contractor will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S.

The Contractor shall not use either the E-Verify Program or the State verification program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

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

the worker without authorization. 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 a worker without authorization.

The Contractor shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-102(5).

If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to the Town arising out of said violation.

18. NON-APPROPRIATION. To comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, if the Town fails to annually appropriate sufficient money to fund any financial obligations arising out of this Agreement, this Agreement will be considered to have been terminated by the Town.

19. TERMINATION.

- a. In the event of a failure by Contractor to perform any material provision of this Agreement, the Town may give written notice of such breach to the Contractor along with at least thirty (30) days to correct such breach (the "Cure Period"), provided that, if such breach is of a nature that it cannot be cured within 30 days, then the time for cure shall be extended provided that Contractor promptly commences cure and diligently completes cure within a reasonable time. The Town may terminate this Agreement after such Cure Period if Contractor has not adequately corrected such breach in accordance with this Agreement (unless such breach and/or failure to cure is due to a Force Majeure event, in which case Contractor's performance hereunder shall be suspended for the duration of such Force Majeure event and a reasonable period thereafter), and the Town so notifies Contractor in writing of such termination action. Except for such right during the initial term of this Agreement, neither party shall have any further obligation under this Agreement other than for claims for personal injuries or property damage as expressly provided in this Agreement and arising prior to such termination date.
- b. In the event of a failure by Town to perform any material provision of this Agreement, the Contractor may give written notice of such breach to the Town along with at least thirty (30) days (the "Cure Period") to correct such breach. Contractor may terminate this Agreement after such Cure Period if Town has not adequately corrected such breach in accordance with this Agreement and Contractor so notifies the Town in writing of such termination action.

20. INDEPENDENT CONTRACTOR. Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct

Contractor as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the Town as to end results of the work only. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this Agreement.

21. **INSURANCE.** Contractor shall procure and maintain, and shall cause any subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Town. All coverage shall be continuously maintained to cover all liabilities, claims, demands, and other obligations assumed by the Contractor. In the case of any claims-made on the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. The policies required below, except for the Worker's Compensation insurance, shall include the Town as an additional insured.

- a. **Worker's Compensation.** Contractor shall provide Worker's Compensation insurance in an amount sufficient to cover obligations imposed by the Worker's Compensation Act of Colorado and any other applicable laws for any such employee engaged in the performance of work under this Agreement.
- b. **Comprehensive General Liability.** Contractor shall provide Comprehensive General Liability insurance with the minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall be on an occurrence basis and shall contain a severability of interests provision and a waiver of subrogation in favor of both the parties.
- c. **Automobile Liability.** Contractor shall provide Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to each of the Contractor's owned, hired or non-owned vehicles assigned to or used in the performance of services. The policy shall be on an occurrence basis and shall contain a severability of interests provision and a waiver of subrogation in favor of both the parties.

22. **INDEMNIFICATION.** The Contractor agrees to indemnify, defend, and hold harmless the Town and its elected and appointed officers, employees, agents, and insurers from and against any and all claims and liabilities (including without limitation claims and liabilities related to bodily injury or property damage), directly or indirectly arising out of, resulting from

or related to this Agreement. The Contractor's agreement to indemnify the Town shall include the obligation to pay any attorneys' fees or costs incurred by the Town in defense of any such claims. The obligations of Contractor under this section shall survive the expiration or termination of this Agreement.

23. NOTICE. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such party's representative at the address of the party set forth below. In addition to, but not in lieu of a hard-copy notice, notice may also be sent by e-mail to the e-mail addresses set forth below. Either party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

TOWN:

Town of Carbondale  
c/o Ryan Hyland, Town Manager  
511 Colorado Avenue  
Carbondale, CO 81623  
rhyland@carbondaleco.net

CONTRACTOR:

24. FORCE MAJEURE. "Force Majeure" means any act or event that prevents a party from performing its obligations in accordance with the Agreement where the act or event is beyond the reasonable control and not the result of the fault or the negligence of the affected party and such party is unable to overcome such act or event through the exercise of due diligence. Such acts and events, include but are not limited to, acts of God, fire, explosion, accident, flood, severe storms, earthquake, epidemic, war, riot, strikes, lockouts, rebellion, and restraints or injunctions, not resulting from a party's breach of any terms and conditions of this Agreement or any other contractual commitment. In cases of inclement weather, the Contractor and the Town shall agree for what period of time and upon what conditions collection service shall be suspended and such suspension shall be considered a Force Majeure event.

25. COMPLIANCE WITH LAW. The work and services to be performed by the Contractor hereunder shall be done in compliance with all applicable federal, state, county, and Town laws, ordinances, rules, and regulations.

26. VENUE AND APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Garfield, State of Colorado.

27. GOVERNMENTAL IMMUNITY. No provision of this Agreement shall be construed as a waiver or abrogation of, or an intent to waive or abrogate, any of the monetary limitations or any other rights, immunities or protections afforded to either Party or their respective directors, officials, officers, agents, and employees, by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as it may be amended from time to time.

28. NO WAIVER. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement shall not constitute a waiver of any of the other terms or obligations of this Agreement.

29. ASSIGNMENT. This Agreement shall be binding upon the parties hereto, their successors, or assigns. The Contractor shall not assign this Agreement, in whole or in part, or assign any rights to payment hereunder, without prior written consent of the Town, which consent shall not be unreasonably withheld, delayed, or qualified, however, the Contractor may assign this Agreement, without consent, to an entity controlled by, or under common control of the Contractor.

30. DEFAULT ATTORNEY FEES. In the event that suit is brought regarding this Agreement, the prevailing party shall be entitled to its reasonable attorney fees and related court costs.

31. ENTIRE AGREEMENT AND AMENDMENT. This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

32. AUTHORITY TO EXECUTE AGREEMENT. The signatory of the Contractor represents and warrants that he/she has been duly authorized by the Contractor to enter into this Agreement and has full power and authority to bind the Contractor to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ACCEPTED by the TOWN:

TOWN OF CARBONDALE, COLORADO,  
a Colorado home rule municipal corporation

By: \_\_\_\_\_  
Ben Bohmfalk, Mayor  
511 Colorado Avenue  
Carbondale, CO 81623

ATTEST:

\_\_\_\_\_  
Patrick F. Thibault, Town Clerk

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Ben Bohmfalk, Mayor, Town of Carbondale and Patrick F. Thibault, Town Clerk, Town of Carbondale.

My commission expires \_\_\_\_\_.  
Witness my hand and official seal.

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

ACCEPTED by the CONTRACTOR:

By: \_\_\_\_\_

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF                    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2026, by \_\_\_\_\_.

My commission expires \_\_\_\_\_.  
Witness my hand and official seal.

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

**EXHIBIT A**  
**Request for Proposals**

**APPENDIX C**  
**CONTRACT CERTIFICATION FORM**  
**Town of Carbondale Request for Proposals Solid Waste Collection**

The following signed certification form shall be provided with each proposal.

The proposer identified below hereby certifies that the company has read a copy of the Town of Carbondale standard contract (attached as Exhibit B) to the request for proposals and understands the terms and provisions contained in that contract. It further certifies that it is the proposer's intent to comply with each and every term and provision contained in the standard contract and proposes no modifications except as follows:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Said proposer understands that the modifications state above, if any, are offered for discussion purposes only and that the Town of Carbondale reserves the right to accept, reject or further negotiate any and all proposed modifications to the standard contract.

---

Company Name

---

Authorized Signature

---

Name (please print)

---

Title

---

Date

# APPENDIX D

## CONTRACT PRICING SHEET

### Town of Carbondale Request for Proposals Solid Waste Collection

Cost pricing sheet B-1 and the signatory information on this page shall be submitted for every proposal and shall represent all contractor pricing (cost pricing sheet B-2 is for optional services or recommended modifications to the required services in the request for proposal only and as such are not mandatory for any proposal). The Town reserves the right to select the facility (Pitkin County or Other) to which the material will be hauled. This will be determined during the selection process and will not change through the initial term of the contract unless the facility chosen discontinues offering composting services.

#### 2.0 COST PRICING SHEET B-1

##### Yard Waste Drop-Site Collection

| <i>Yard Waste Drop-Site Collection</i>            | <i>Unit</i>           | <i>Price (Pitkin Co.)#</i> | <i>Price (Other Facility)@</i> |
|---------------------------------------------------|-----------------------|----------------------------|--------------------------------|
| Labor                                             | \$ per collection day |                            |                                |
| Material management for container size* = ____ yd | \$ per container pull |                            |                                |
| Material management for container size* = ____ yd | \$ per container pull |                            |                                |
| Material management for container size* = ____ yd | \$ per container pull |                            |                                |

*\*Define container type & size*

*#Provide price to haul to Pitkin County compost facility*

*@Provide price to haul to other compost facility*

#### 3.0 COST PRICING SHEET B-2 (optional)

##### Service Modifications Recommended by Proposer

| <i>Recommended Modifications</i> | <i>Unit</i>  | <i>Price</i> |
|----------------------------------|--------------|--------------|
| Optional = _____                 | \$ per _____ |              |
| Optional = _____                 | \$ per _____ |              |
| Optional = _____                 | \$ per _____ |              |

*Label any optional collection service so Town can easily compare to proposal document description*

Name of Other Facility Quoted: \_\_\_\_\_

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

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date