

# **REQUEST FOR PROPOSAL**

**No. RFP-01-19**



**RESIDENTIAL AND COMMERCIAL  
SOLID WASTE AND RECYCLING COLLECTION SERVICES  
REQUEST FOR PROPOSALS**



# **City of Hoschton Residential and Commercial Solid Waste and Recycling Collection Services**

## **1.0. INTRODUCTION AND OVERVIEW**

### **1.1. Purpose**

This Request for Proposal (RFP) is issued by the City of Hoschton, hereafter referred to as the “City.”

The purpose of this RFP is to select a contractor to provide the City with comprehensive curbside collection services for residential household garbage, bulk waste, certified Freon-free white goods, yard trimmings and recyclable materials in the incorporated areas of the City. Additionally, the City is issuing this RFP to secure roll-off dumpster services for all commercial accounts within the City limits who have a need for such services.

The RFP is issued by the City to provide service providers with information, guidelines and rules by which to prepare and submit their proposal to perform the services outlined herein. The successful contractor will enter into a Solid Waste Collection Services Contract, hereafter referred to as the “Contract,” to provide residential and commercial solid waste collection services.

Any written proposal, other submissions, correspondence and records pursuant to the RFP will be opened in public and available for public viewing in compliance with Georgia open records law.

### **1.2. Background**

The City currently operates its solid waste collection services through a contractor that collects residential garbage, recycling and yard waste. The City has a residential customer base of approximately 785 single-family homes, multi-family homes and small businesses for once-per-week garbage, recycling and yards waste collection service. Of the City’s total customer base, approximately 118 qualify for the City’s senior citizen discount. There are no commercial establishments requiring regular dumpster services at this time.

### **1.3. Inquiries**

Direct questions related to this RFP or regarding the process for submittal should be directed to: Karen Butler, Water Clerk, Hoschton City Hall, 79 City Square, Hoschton, GA 30548 / [kbutler@cityofhoschton.com](mailto:kbutler@cityofhoschton.com)/ (706) 654-3034.



#### **1.4. Method of Source Selection**

The City is using the Competitive Sealed Proposals method of source selection for this procurement.

The City will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, offerors should exercise care in reviewing the proposal format required for this RFP.

An award, if made, will be made to the responsible offeror whose proposal is most advantageous to the City, taking into consideration the factors set forth in this RFP. The City may, as deemed necessary, conduct discussions with responsible offerors that have been determined to be reasonably suspected of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to solicitation requirements.

Only proposals submitted by qualified contractors who have demonstrated beforehand their ability to meet all the requirements will be considered. The City Administrator, Mayor and City staff will evaluate all qualified proposals and make their selection recommendation to the City Council. Mayor and Council will make the final selection.

Receipt of a proposal by the City or a submission of a proposal to the City offers no rights upon the offeror nor obligates the City in any manner. The City reserves the right to accept or reject, in whole or in part, any or all proposals submitted. The City reserves the right to request clarifications or corrections to proposals submitted.

#### **1.5. Term of Contract**

The term of the Contract is for up to three (3) years with an option to renew the Contract for one- (1) year terms by mutual consent, unless either party provides a minimum ninety- (90) day notice of non-renewal prior to the end of term. The successful contractor will be allowed to begin services only after successfully negotiating Contract terms agreeable to both parties.

#### **1.6. Schedule and Submission for RFP-01-19**

All proposals must be sealed and clearly marked, "Proposal for Solid Waste Collection Services," and the list RFP-01-19 on the outside of the envelope or package.



The proposal must be delivered to Hoschton City Hall, 79 City Square, Hoschton, GA 30548, Attn: Karen Butler no later than 2:00 p.m. on Thursday, March 22, 2019, at which time they will be opened. Proposal responses received later than this date and time will be rejected. The City is not responsible for any late deliveries of proposals of which are addressed incorrectly, delivered by mail or by any other method.

Offerors must submit one (1) designated original, and two (2) numbered exact copies of the proposal for a total of three (3). Proposals will be opened publically in a manner to avoid public disclosure of contents, however, only the names and proposed rates of Offerors may be read aloud.

The City reserves the right to accept or reject any or all proposals or parts thereof, and an award, if made, will be made in the best interest of the City and its customers.

Schedule:

Advertise RFP	February 21, 2019
Last date for inquiries/questions	March 12, 2019
Proposal closing date and time	March 22, 2019, 2:00 p.m.
Bid opening	March 26, 2019
Projected award date	April 1, 2019
Projected contract execution	April 10, 2019
Projected contract start date	April 29, 2019

The Notice to Proceed (NTP) shall be issued within thirty (30) days of the execution of the Contract by the City. If the NTP has not been issued within the 30-day period or within a mutually agreed upon time period, the successful offeror may terminate the Contract without any further liability on the part of either party.

**1.7. Minimum Criteria and General Questions**

- A. Describe your customer service program in detail.
- B. Provide your most recent audited statement.
- C. Describe your experience and qualifications.
- D. Describe any NOV's issued within the last five (5) years at any of your disposal sites.
- E. List the designated disposal site available to your company and its expected closure date.



- F. Provide resumes of key employees; provide a central point of contact person(s) to ensure coordination of each service and/or program as well as individuals that have the necessary expertise to trouble shoot the provided solution.
- G. Provide references of cities similar to size and scope. Include the contact name, position, phone number and email address.
- H. Describe your truck fleet and type of carts/bins that will be utilized.

### **1.8. Prequalification Requirements**

The information required must be submitted under separate pages with headings for stated requirements, and the proposer's authorized representative must sign each page.

- A. *Proof of Experience:* A minimum five (5) years of pertinent contract experience with municipalities with at least 700 residences, and with at least 50+ commercial establishments.
- B. *Positive References:* Positive references from at least three units of government which have contracted with the proposer for solid waste collection and disposal.
- C. *Cancelled Contracts:* Each proposer shall list all similar contracts or agreements for which the government has cancelled the contract or agreement for any reason.
- D. *Proof of Insurance:* Required limits of insurance coverage as described in 1.9.
- E. *Equipment Ability:* Demonstrates the proposer's ability to provide backup equipment and vehicles beyond those assigned to the proposed contract, and within reasonable proximity to the City of Hoschton.
- F. *Financial Availability:* Demonstrates the proposer's ability to financially manage the startup and growth of the services being proposed.
- G. *Bondability:* Demonstrates the proposer's standing with regard to its ability to obtain performance bonds from a registered surety.

### **1.9. Required Limits of Insurance**

The successful contractor will be required to provide a Certificate of Liability Insurance naming the City of Hoschton as Additional Insured.

- A. *Workers' Compensation:* Must exceed statutory limits in compliance with Workers' Compensation Laws of the State of Georgia.
- B. *Commercial General Liability:* Coverage shall provide minimum limits of liability coverage of \$1,000,000 per occurrence combined single limit for



bodily injury and property damage, a general aggregate of \$2,000,000 and product liability of \$1,000,000.

C. *Automobile Liability*: Bodily injury/property damage coverage shall provide a minimum \$1,000,000 per accident.

D. *Excess Umbrella*: Coverage must be provided with limits of at least \$1,000,000 each occurrence.

#### **1.10. Required Equipment and Personnel**

The contractor shall have and maintain adequate inventory of equipment and vehicles necessary to provide the services listed in this RFP. The contractor shall include a list of equipment and vehicles to be used in their Operating Plan.

The contractor shall have and maintain adequate staffing to perform the services listed in this RFP. The contractor shall include a list of key personnel by position in their Operating Plan.

#### **1.11. Licenses**

The successful contractor shall be duly licensed by the state, regional and local authorities which have jurisdiction over any aspect of the scope of work contemplated in this RFP, and the contractor shall be required to determine if any special licenses or permits may be required.

Penalties, damage claims and/or fines imposed by the City or the contractor for failure of the contractor to obtain and keep current any required licenses or permits, or to comply with any law, ordinance, rule or regulation applicable to the contractor's performance of the Contract shall be borne by the contractor.

#### **1.12. Performance Bond**

If awarded, the contractor shall furnish a corporate surety bond as security for the performance of the Contract. Said surety bond shall be in the amount of 100% of the annual revenue of the Contract. A certificate from the surety showing the bond premiums are paid in-full shall accompany the bond, and the surety bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

#### **1.13. Operating Plan**

A. The contractor must maintain and submit for the City's approval, an operating plan that adequately describes how the contractor shall maintain the services provided for in this RFP; specifically, a contingency plan which describes how the contractor shall respond to and correct routine and major

service issues. The plan, at a minimum, shall include remedial action provisions with respect to spill prevention and control, equipment failure and human error.

- B. The contractor must describe how it will handle citizen complaints and missed services.
- C. The City has experienced damages to its roads, curbs and other structures from garbage trucks. The contractor must provide a plan to promptly repair damage or injury to City property, roads, right-of-ways, bridges, curbs or other structures caused by or arising out of the contractor's provision of services except normal wear and tear. Such repair should restore the City's property as listed above to a condition at least equal to that which existed immediately prior to the damage.
- D. Additionally, the contractor must maintain and provide evidence to the City of ongoing employee safety training and practices. The plan, at a minimum, shall include provisions for the proper training in identifying and handling of unacceptable hazardous waste and worker safety practices which prevent damage to human health, the environment and private property.
- E. Preference will be given to contractors maintaining a drug-free workplace. Contractor should include a statement of compliance or written plan for participating in such program.

#### **1.14. Oral Presentations and Negotiations**

Following the evaluations of proposals, the City may request the top-ranking companies to make an oral presentation and/or be interviewed.

Following any presentations, the finalists shall be reevaluated. Should it become necessary, the City shall negotiate with the offeror whose proposal is determined to be most advantageous to the City. If negotiations with the highest ranking offeror/service provider fail, the City may negotiate with the next highest ranking offeror/service provider, and so on, until an agreement is reached.

The City reserves the right to reject all offers and end the process without executing a Contract.

#### **1.15. Use of Subcontractors**

If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. The City must approve any change in the use of subcontractors in advance, and in writing. No such approval will be construed as making the City a party to such subcontract, or





subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the contractor of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the contractor including all federal, state and local laws, rules and regulations.

#### **1.16. No Lobbying**

To ensure fair consideration for all prospective bidders throughout the duration of the formal solicitation process, the City prohibits communication, whether direct or indirect, regarding the subject matter of the bid or specifications by any means whatsoever, whether oral or in writing, with any elected official until the Mayor and Council make the award. Communications initiated by the offeror may be grounds for disqualification.

### **2.0. SCOPE OF SERVICES**

#### **2.1. Service Requirements and General Description**

At a minimum, the contractor must achieve and maintain the performance outcomes listed below, and remain consistent with performance standards agreed to by all parties through a Contract as a result of this RFP. Offerors may also propose additional performance outcomes beyond those minimally required.

- A. *Services*: Services to be provided include comprehensive curbside collection services for residential household garbage, bulk waste, certified Freon-free white goods, yard trimmings and recyclable materials in the incorporated areas of the City.
- B. Contractor is responsible for all supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Contract. The contractor shall maintain adequate equipment and staffing to perform the services listed in this RFP, and should include a list of equipment and vehicles and key personnel by position in their operating plan.
- C. *Residential Service Requirement*: The residential service requirement for waste collection is one (1) time per week at curbside via 95-gallon roll carts (or similar) to be provided by the contractor, and either a 65-gallon roll cart or 18-gallon bin or similar for recycling to be determined by the customer. Responses should provide separate proposals for collection of recycling one per week and one time every two weeks. Contractor shall not be responsible for materials not placed in the cart or recycling bin or not placed

in the proper location at curbside. The City reserves the right to amend the placement of carts and containers allowing for safe and efficient service by the contractor.

- D. *Commercial Service Requirement:* The commercial service requirement is for collection of all commercial waste and old corrugated cardboard on a schedule via contractor-provided front-end load containers or 95-gallon roll carts for small businesses. Container size and frequency is to be determined by the customer. Currently, all private commercial dumpster services in the City are independently contracted.
- E. *Collections:* The contractor will collect all properly prepared garbage, recyclables and prescheduled bulk waste from each residence on the designated collection day. Yard trimmings collection service and bulk waste should be offered.
- F. The contractor will handle all serviced collection containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow.
- G. *Hours of Operation:* The contractor will make collections with minimum noise and disturbance to households between the collection hours of 7:00 a.m. and 5:00 p.m.
- H. *Work Quality:* The work will be done in a sanitary manner, and the contractor's employees will pick up any trash, recyclables or yard trimmings spilled by the contractor immediately. Areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All solid waste hauled by the contractor shall be so contained, tied, covered or enclosed such that leaking, spilling or blowing is prevented. Any leaking fluids from the trucks of the contractor must be cleaned up within twenty-four (24) hours, and notification must be sent to the City staff member in charge of the Contract.
- I. *Routes:* The contractor shall establish collection routes, and shall submit a map designating the collection routes with days of pickup to the City for its approval. The contractor, from time to time, may propose to the City for approval of changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval, the contractor shall promptly give written or published notice to affected customers.
- J. *Complaints:* All complaints shall be made directly to the contractor, and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the contractor shall investigate, and if such



allegations are verified, shall arrange for the collection of the refuse not collected within twenty-four (24) hours after the complaint is received.

- K. *Disposal*: All solid waste shall be disposed of in a designated, fully-permitted, Subtitle D Municipal Solid Waste Landfill. The contractor shall be responsible for any additional disposal cost associated with the processing of yard waste and recycling.
- L. *Storm Debris*: The collection of additional volumes of yard/waste debris generated by severe weather such as hurricanes, tornados, ice storms, etc. is not included in the rates set forth in this RFP. In the event the City is impacted by such weather, the contractor shall be entitled to additional compensation for the collection and disposal of such waste.

## **2.2. Communities with Alleys**

Two communities in the City, The Villages and Brook Glen, have alleys and must be served with smaller vehicles. Responses must specify the truck size proposed for use in the communities with alleys.

## **2.3. Elderly and Disabled**

The contractor shall provide side door pickup to elderly or disabled residents as designated by the City who are physically unable to place containers curbside on pickup day. Side door pickup service shall be no additional charge for those residents not physically able to take carts to curbside, provided however, that such exemptions will only be granted if there is no other occupant of the residence capable of placing the cart at curbside, and a signed affidavit certifying the physical disability is received. In no event will side door pickup be provided at a distance of greater than one-hundred and fifty (150) feet from the public roadway.

## **2.4. Community Events, and Educational or Promotional Programs**

The contractor shall provide a customer information brochure to each household describing the services they are providing at the beginning of the Contract, and to new City subscribers prior to the initiation of service.

The contractor, as part of its proposal, shall describe the outreach, events, educational and promotional programs for recycling, solid waste collection and clean-up days that will be provided to the City to use at their discretion; at the contractor's expense, and under what terms and conditions; to include the number of dumpsters that will be provided per year.

## **2.5. Holidays**

The following shall be holidays for the purpose of this Contract:

New Year's Day  
Thanksgiving Day  
Christmas Day

Contractor may decide to observe any or all of the above listed holidays by suspension of service on the holiday, but such decision does not relieve the contractor of its obligation to provide collection service at least once per week, Monday through Friday, regardless of a holiday week. The contractor must advertise to all customers of schedule changes at least seven (7) days before the observed holiday. The contractor will not be allowed Sunday collection during a holiday week.

## **2.6. Missed Collections and Complaint Handling**

The City will direct all calls regarding complaints and/or questions to the contractor, and shall be given prompt and courteous attention. The contractor will submit to the City on a monthly basis a report of missed collections, either solid waste or recycling.

## **2.7. Payment to Contractor**

The City will pay the contractor on a monthly basis based on the timely invoice with details regarding each residence. Such billing and payment shall be based on the number of residential premises with support documentation in the incorporated areas of the City and the price rates and schedules set forth in the contractor's proposal. Furthermore, a tonnage report will be required each month by the contractor.

Elective services, such as yard trimmings services or large bulky items will be invoiced directly to the subscribing customer by the contractor. The contractor will be responsible to invoice each commercial business for front-end load or roll-off services.

## **2.8. City Services by Contractor**

Contractor is required to provide, at no charge to the City, carts for solid waste and carts for recycling at City Hall, Hosch Hall and the Train Depot, and shall be collected on the same collection schedule as the residents of the City.

A service to be offered at the Contractor's discretion, and shall be included in the proposal:



1. Contractor is required to provide two (2) roll-off dumpsters of at least 20 cubic yards to the City's wastewater treatment facility; one (1) for biosolids and one (1) for regular trash/debris/garbage, and shall be emptied or replaced at least once per month or on an as-needed basis. The contractor must provide a cost estimate for hauling to Oak Grove Landfill.

## **2.9. Newly Developed and Annexed Areas**

The contractor will, within five (5) days of notification to the City, provide collection services of the same frequency and quality otherwise required of this contractor to newly developed and annexed areas within the City. As new residential units are constructed and occupied, the contractor shall, after proper notification by the City, provide all services as required by the Contract on the next scheduled day of collection following notification. The contractor shall be responsible for notifying the City of all collection locations being serviced which do not appear on the billing register.

## **3.0. General Provisions**

- A. The issuance of this RFP constitutes only an invitation to present service parameters, and to define costs associated with the services required by this RFP. The City reserves the right to determine, at its sole discretion, whether any aspect of the proposal submitted by each offeror meets the criteria set forth herein. The City reserves the right to reject any and all submittals without cause, and reserves the right to reject any and all proposals if the contractor cannot perform all of the services requested. The City reserves the right to modify the scope of the RFP, and in the event the City withdraws the RFP, or the City does not proceed for any reason, the City shall have no liability to contractors for any costs or expenses incurred in connection with the preparation and submission of the RFP or other related activities.
- B. The respondent shall not assign, transfer, convey or otherwise hypothecate any interest, right, duties or obligations he or she may have under the Contract. The City may, at its discretion, terminate any Contract immediately upon notice of such action by the contractor.
- C. Any proposal may be withdrawn until the date and time set forth for opening proposals. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of ninety (90) days for acceptance by the City of the goods and services outlined in the contractor's proposal in conjunction with the RFP.

- D. The contractor shall perform any services awarded to it as an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither the contractor nor anyone employed by the contractor shall represent act or purport to act, or be deemed to be an agent, employee or representative of the City.
- E. Due diligence has been exercised in the preparation of this RFP, and all information contained herein is believed to be substantially correct, however, the responsibility for determining the full extent of the services requested rests solely with those making a response.
- F. All timely responses meeting the intent of the RFP will be considered.
- G. Each contractor is responsible for full and complete compliance with all federal, state and local laws, rules and regulations in connection with the preparation of their response to the RFP. The successful contractor will affirm its intent to comply with all laws relative to conducting business in the City including, but not limited to, licensing, permitting, labor and health laws. The laws of the State of Georgia will govern as to its interpretation, validity and effect of this process, the proposed contract and its award.
- H. The City, at its discretion, reserves the right to waive minor informalities or irregularities in any proposal, to reject any and all proposals in whole or in part with or without cause, and to accept the proposal, if any, which in its judgement, will be in the best interest of the City and its customers.
- I. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the City, and will become part of the original or modified RFP document. Any oral or other type of communication concerning this document will not be binding.
- J. Proposals must be signed and dated by an individual representing the respondent's organization who is legally authorized to commit to the organization and to the services contemplated in this document.
- K. All pages included in or attached by reference to this document shall be called and constitute this Request for Proposals.

#### **4.0. Changes in the Contract or Fees**

The City may, at any time as the need arises, order changes within the scope of services without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required to perform such services, and equitable adjustment shall be negotiated culminated by the issuance of a Contract amendment.

The City may also, at any time by issuing a Contract amendment, make changes in the details of the services. The contractor shall proceed with the performance of



these changes in the services so ordered by the City unless the contractor believes that such order entitles a change in the fee, time or both. In the event the contractor believes such, a written notice thereof within fifteen (15) days after the receipt of the Contract amendment shall be provided to the City, and the contractor shall not execute any such amendments pending the receipt of an executed NTP instruction from the City.

There shall be no fee adjustments allowed for fluctuations in fuel prices unless the cost of fuel is above \$4.00 per gallon. At such time, the contractor shall present evidence of fuel surcharges needed, which shall not be unreasonably withheld.

