

**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.





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 Wednesday, April 24, 2019. 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 (4) numbered exact copies of the proposal for a total of three (5). 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	April 3, 2019
Last date for inquiries/questions	April 17, 2019
Proposal closing date and time	April 24, 2019, 2:00 p.m.
Bid opening	May 1, 2019, 9:00 a.m.
Projected award date	May 6, 2019
Projected contract execution	May 10, 2019
Projected contract start date	May 13, 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.





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 send 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.



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, 8 carts for solid waste and 1 cart 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:





- 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



