

CITY OF EATONTON, GEORGIA
REQUEST FOR PROPOSALS
SOLID WASTE COLLECTION SERVICES
JANUARY 2, 2007

1. **PURPOSE AND TERM OF CONTRACT**

A. Purpose and Objective

The City of Eatonton, Georgia (hereinafter referred to as “the City”) issues this Request for Proposals (hereinafter referred to as “the RFP) for the sole purpose and intent of obtaining proposals from interested and qualified Bidders to provide Residential and Commercial Solid Waste Collection Services. The Contractor shall provide all labor, materials, equipment, specialized equipment and services necessary in the performance of this Invitation to Bid.

Disposal services including transfer station tipping fees landfill fees and charges and all other disposal costs will be paid by Putnam County, Georgia under terms and agreements of the Eatonton/Putnam Service Delivery Strategy.

B. Term of Contract

The term of this contract is five (5) years with five (5) additional one (1) year options upon the election of the City.

2. **BACKGROUND**

The City currently has an approximate customer base of 1800 residential customers and 100 commercial customers. The City does not guarantee the number of residential or commercial accounts; the included estimates may be increased or decreased according to the needs and population of the City. The City has a corporate limit that is a two and one – half-mile (2 ½) radius from the courthouse, but provides limited extra limit service on certain contiguous streets. Currently the City is provided with ninety (90) gallon roll out carts for its customers by the current vendor.

3. **GENERAL INFORMATION**

A. Inquiries

1. All questions related to this RFP should be sent in writing to the City Administrator, Dan Elmore, via facsimile at 706-485-7912, or by regular mail at the City of Eatonton, Georgia, P.O. Box 3820, Eatonton, Georgia, 31024-3820. Please include the RFP page number and paragraph number for each question in order to ensure that questions asked are responded to correctly. All inquiries must be received by the close of business January 31, 2012.
2. Only the written response will be considered the official position of the City, and the response will be sent to all companies requesting a bid package.

B. Method of Source Selection

The City is using Competitive Sealed Bid Proposals method of source selection for this procurement. An award, if made will be made to the responsible Bidder whose proposal is most advantageous to the City, taking into consideration the factors set forth in this RFP.

C. Minimum Criteria Used to Determine Responsibility of Bidders

1. Does the Bidder demonstrate an understanding of the City’s needs?
2. Can the Bidder respond to customer service requests in a timely manner?
3. Does the Bidder possess the ability, capacity, skill and financial resources to provide the requested services?
4. Does the Bidder demonstrate an exceptional disposal environmental record?
5. Can the Bidder take upon itself the responsibilities set forth in the RFP and produce the required outcomes in this RFP?
6. Has the Bidder performed satisfactorily in previous contract of similar size and scope; has it otherwise demonstrated its capacity to perform the contract the City seeks to establish through this RFP?

D. Projected Timetable

The following timetable should be used as a working guide for planning purposes. The City reserves the right to adjust the timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
RFP Notice Issued	January 12, 2012
Last Date for Questions	January 31, 2012
Proposal Close Date	February 10, 2012
Evaluation of Proposals (w/ interviews as needed)	February 13-29, 2012
Project Award and Contract Execution	March 23, 2012
Project Contract Start Date	June 1, 2012

4. INSTRUCTIONS FOR PROPOSAL

A. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification at the City’s discretion.

B. Insurance Requirements

By signing its proposal, the Bidder acknowledges that it has read and understands the insurance requirements for the proposal. The Bidder also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise the City may rescind its acceptance of the Bidders proposal.

C. Delivery of Proposals

- 1. All proposals are to be sealed and delivered before 2:pm on Friday, February 10, 2012 to:**

**City Of Eatonton
201 North Jefferson Avenue
P.O. Box 3820
Eatonton, Georgia 31024**

2. Sealed bids must show on the exterior of the bid submission:
 - (a) Vendor Name
 - (b) “Proposal for Solid Waste Collection”
3. The City will not consider any proposals received after the time and date stated herein. The City shall not bear the responsibility for proposals delivered past the stated time and date stated herein, or to an incorrect address by Bidder’s personnel or by the Bidder’s outside carrier or by the United States Postal Service. Electronic responses either by email or fax **will not** be accepted. Responses **are not** to be in binders.
4. Bidders must submit one (1) designated original and five (5) numbered and conformed copies of the proposal for a total of six copies. Proposals will be opened publicly; however, only the names and proposed rates of Bidders will be disclosed and read aloud.

D. Procedure for Evaluation of Proposals

1. The City will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Bidders should exercise particular care in reviewing the proposal format required for this RFP.
2. The City will then score all proposals based upon the evaluation factors detailed herein.
3. Upon completion of the scoring, the City may recommend short-listing the proposals that are potentially acceptable.
4. The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the City may request presentations by the Bidders, and carry out contract negotiations with any and all finalists for the purpose of obtaining best and final offers.
5. The City reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications and/or amendments as it may deem appropriate.
6. Receipt of a proposal by the City or a submission of a proposal to the City offers no rights to the Bidder nor obligates the City in any manner.
7. The City reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the City. Any such waiver shall not modify any remaining RFP requirements or excuse the Bidder from full compliance with the RFP specifications and other contract requirements if the Bidder is awarded the contract.

E. Ambiguity, Conflict, or Other Errors in the RFP

1. If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify the City of such error in writing and request a modification or clarification of the document. The City will make modifications by using a written revision and will give written notice to all parties who have received this RFP from the City.
2. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the RFP prior to submitting the proposal or such error shall be waived as if the Bidder understood and responded with such understanding.

F. Proposals and Presentation Costs

The City will not be liable in any way for any costs incurred by any bidder in the development or presentation of its proposal in response to this RFP, nor for the presentation of its proposal and/or presentation in any discussion or negotiations.

G. Rejection of Proposals

The City reserves the right to accept or reject in whole or in part any and all proposals submitted. The City shall reject the proposal of any Bidder that is determined to be non-responsive. The unreasonable failure of a Bidder to promptly supply information in connection with or in respect to responsibility may be grounds for a determination of non-responsiveness.

H. Consideration of Proposals

The City shall consider all proposals that are properly submitted. However, the City reserves the right to requests clarifications or corrections to proposals. Requests by the City for clarification of proposals shall be in writing. Said requests shall not alter the Bidder's pricing information contained in its proposal.

I. Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the submission date.

J. Response Format

Proposals should provide a straightforward and concise description of the Bidder's approach and ability to meet the City's needs, as stated in the RFP. The original and all copies of the proposal are to be presented in a three (3)-clasp report cover for uniformity and ease of handling. No ring binders are to be used in the presentation of the response to the RFP.

5. SURETY

A. Bid, Performance and Payment Bonds

All bids must be accompanied by adequate bid security (certified check, bid bond, or irrevocable letter of credit) drawn in favor of the City and in the amount \$5,000, which shall be subject to forfeiture as liquidated damages in the event that the bid be accepted and the bidder fails to promptly enter into the proposed contract for services City.

Performance Security in the amount of \$100,000 shall be required of the accepted Bidder. Security may be made in the form of Cash, Cashier's Check, Certified Check, or Performance Bond issued by a Surety authorized to do business in the State of Georgia and approved by the City and which shall be subject to forfeiture as liquidated damages if the selected bidder fails to provide services under the proposed contract with the City.

B. Insurance Requirements

Within fifteen (15) days following the receipt of notice of award, the Bidder shall provide to the City a Certificate of Insurance indicating that the Bidder has in force the coverage below prior to the start of any work under the contract and agrees to maintain such insurance throughout the durations of the contract and any City exercised extensions to the contract. All required insurance must be obtained from insurers licensed to do business in the State of Georgia and acceptable to the City. The minimum insurance requirements are as follows:

1. Worker’s Compensation per statutory limits established by the State of Georgia and Employer’s Liability with limits of \$100,000/accident; \$100,000/disease; and \$500,000/disease policy limit.
2. Commercial and General Liability of \$5,000,000 combined single limit coverage with \$5,000,000 (minimum) general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Bidder, and Products Liability. The General aggregate limit shall apply to this project. Evidence of contractual liability coverage shall be typed on the certificate.
3. The City of Eatonton, Georgia shall be named as an ADDITIONAL INSURED in the Bidder’s Commercial Liability policy and endorsed to the policy. Evidence of the Additional insured endorsement shall be forwarded with the certificate.
4. \$1,000,000 combined single limit business automobile liability. (Owned, non-owned, and hired)
5. A thirty-day notice of cancellation or non-renewal in writing shall be furnished by the Bidder’s insurance carriers or insurance agents to the City.

6. REQUIRED PERFORMANCE STANDARDS

At a minimum, the Bidder must achieve and maintain the performance standards listed below, and consistent with the performance standards agreed to by all parties through a contract as a result of this RFP. Bidders may also propose performance standards beyond those minimally required.

A. BASIC SERVICE

1. Residential Customers

Residential solid waste collection shall be provided one (1) time per week. Such waste is defined by City Ordinance at Section 54-31, et seq. Replacement of damaged, unsightly or stolen carts will be the sole responsibility of the Bidder under this contract. Initial delivery of carts to new customers will occur within forty-eight (48) hours of notification by the City to the vendor of the contract

award service start date. New customers or replacement of damaged, stolen or unsightly carts will occur within forty-eight (48) hours of notification by the City. All containers must be approved by the Supervisor of Streets.

2. Commercial Customers

Commercial solid waste customers shall be provided at a minimum, one (1) time per week and on a more frequent basis depending on the nature of the business. Such waste is defined by City Ordinance at Section 54-31, et seq. Initial delivery of carts and new customer delivery of carts is the same as with residential customers.

3. Collection Routes

- a. The Bidder will provide the City with maps and schedules of all collection routes and keep such information current at all times.
- b. If the Bidder must make permanent changes in the routes or schedules that alter the day of pickup, the Bidder shall notify each customer affected by the change individually at least seven (7) calendar days prior to the effective date of the change.
- c. Any change in routes and/or schedules is subject to the City's written approval, which will not be unreasonably withheld.

4. Hours of Collection

- a. The Bidder's proposal is to include its normal hours of collection. Collection is not to start before 6:00 a.m. on any day.
- b. No collection shall occur on Sundays or Holidays except in time of emergency. In case of emergency, collection times may be permitted at times not allowed by this paragraph, provided the Bidder has received prior written approval from the City Administrator or his designated representative. Emergency will mean a situation over which the Bidder has no control. The City will be the sole judge of what constitutes an emergency.
- c. Holidays include: New Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.
- d. Any changes in collection schedules due to holidays will be published in the City of Eatonton's legal organ at the Bidder's expense at least three days before the change will occur.

5. Disabled Customers

Disabled customers and senior citizens with mobility challenges shall be provided roll-out and roll-back services at no additional charge. This service will be limited to 5% of the service population.

B. ADDITIONAL REQUIREMENTS

1. Indemnification

The Bidder will indemnify and save harmless the City of Eatonton, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees resulting from willful or negligent acts or omissions of the Bidder, its officers, agents, servants and employees. Further to assure the performance of this covenant the Bidder shall procure and constantly maintain in force, at its expense, the liability insurance required herein.

2. Permits and Fees

The Bidder shall secure all permits, licenses, certificates and inspections, both permanent and temporary, required to provide the services described herein. The successful Bidder must possess or obtain a current City of Eatonton Business License and keep such License current during the term of the contract.

3. Property Damage

The Bidder shall conduct the work in such a manner as to avoid damage to utilities and private or public property and shall immediately repair or pay to repair any damage incurred through its operations.

4. Spillage

The Bidder shall not litter or cause any spillage to occur upon the premises or right-of-way where collection occurs. During hauling, all waste shall be containerized, tied or enclosed so that leaking, spilling or blowing is prevented. In the event of any spillage caused by the Bidder, the Bidder shall promptly clean up all spillage.

5. Records and Reporting

The Bidder shall keep accurate monthly records of the number of customers served and the monthly tonnages of solid waste handled, and provide a monthly report to the City Clerk. The monthly reports shall also include a summary of all requests/complaints received and resolutions of such during the reporting period. The required reports are due to the City no later than 10 calendar days after the last day of the preceding month. The final report format will be approved by the

City Administrator. The City reserves the right to modify the report format and to require more, less or different information throughout the term of the contract.

6. New Developments and Annexed Areas

The Bidder shall provide solid waste collection services of the same frequency and quality as stated herein to any newly annexed areas to the City and to any newly created developments within 30 days of notification from the City.

7. Bidder Compliance with Local, State and Federal Laws

All collection and disposal of solid waste shall be performed in compliance with O.C.G.A. 12-8-20, et seq. The contract will require that the successful Bidder adhere O.C.G.A. 12-8-20, et seq., and any regulations promulgated therewith in accordance with the City's Solid Waste Management Ordinance and in accordance with all other applicable state and federal laws and regulations.

8. Bidder's Personnel Requirements

The Bidder must designate an accessible contact person to ensure coordination of each service and/or program, as well as individuals that have the necessary expertise to trouble shoot problems and provide solutions. The Bidder must run a Drug Free Workplace. It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to O.C.G.A. Code Section 50-24-3 (7) (B). Georgia E-verify adherence will be required of the selected contractor. All employees must be **e-verified** as having a legal right to work in Georgia and the United States and the contractor must sign an affidavit to that effect.

9. Bidder's Responsibilities

Before submitting a proposal, each bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. No pleas of ignorance of such conditions and requirements resulting from bidders failure to make such investigations and examinations will relieve the successful Bidder from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on part of the bidder.

7. TERMS AND CONDITIONS OF CONTRACT SERVICES

A contract resulting from this RFP shall be subject to the terms and conditions set forth by the City of Eatonton that are consistent with the RFP.

8. CONTAINERS

The City does not provide roll-off containers or dumpsters of any kind to any customer. The provider of roll-off containers or dumpsters desired by a customer, whether residential or commercial, will be an independent decision by the customer.

The City does not own or provide carts to customers, residential or commercial. Selected bidder must have all carts delivered 7 days before the end of the existing contract.

The City desires the ability to identify individual carts and the address to which they are assigned. The Bidder may determine the exact method it wishes to use in identifying carts. However the method used must be stated in the Bidder's proposal and acceptable to the City. A detailed copy and updated copy of the cart inventory shall be provided to the City on a monthly basis.

9. OPTIONAL SERVICES

The Bidders must provide to the City proposals that will address the cost of optional services in addition to the basic services described herein. Each optional service is to be separately priced. The City reserves the right to select none, any or all optional services described herein. Any optional services so chosen will be included in the contract between the City and the Bidder.

A. BULK TRASH, HOUSEHOLD FURNITURE AND APPLIANCES

The City currently provides weekly pickup of Bulk Trash, Household Furniture and Appliances. The Bidder is to price the provision of such service. The Bidder may determine the exact method and timing it wishes to use in providing this service. However the method used must be stated in the Bidder's proposal and acceptable to the City. The definition of this item is found in City Ordinance 54-31. et seq.

B. YARD TRIMMINGS AND DEBRIS

The City currently provides weekly pickup of Yard Trimmings and Debris. The Bidder is to price the provision of such service. The Bidder may determine the exact method and timing it wishes to use in providing this service. However the method used must be stated in the Bidder's proposal and acceptable to the City. The definition of this item is found in City Ordinance 54-31. et seq.

C. BILLING AND CUSTOMER SERVICE

The City currently provides billing services, takes customer calls for new service, container replacement and complaints about missed or inadequate services. The Bidder is to price the provision of such service.

D. CONVENIENCE STATION

The City currently **DOES NOT PROVIDE nor does it have a location for** a convenience center for the drop off of bulk goods, white goods, construction and demolition waste and debris or limbs, brush or yard trimmings. The Bidder is to price the provision of such service with a location inside the City limits. Drop off of household garbage is not to be included in this optional service. Contractor must identify the proposed site for any such convenience station. Price is to be described as a per cart add on.

10. BIDS AND RATES

A. The following table is to be used for setting out rates for evaluation purposes:

<u>Residential and Commercial Collection Services</u>	<u>Basic Monthly Price to City Per Cart</u>
Basic Service Each Cart	\$
Optional Services	
Billing Per Cart	\$
Bulk Items Per Cart	\$
Yard Debris Per Cart	\$
Convenience Station Per Cart	\$
Total Per Cart	\$

B. Escalation of costs

The Bidder is to identify any cost escalation, fuel surcharge or other such change to the rates shown on the above chart during the term of the contract. Changes in laws or regulations or other unforeseen occurrence which cannot be estimated will be subject to negotiation and contract revision between the Bidder and the City after such event has occurred.

11. CERTIFICATION STATEMENT

On a separate page each bid is to contain the certification below, signed by the by the Bidder:

The undersigned, having carefully read and considered the terms and conditions of the request for Proposal for Solid Waste Collection Services for the City of Eatonton, Georgia, does hereby offer to perform such services on behalf of the City, of the type and quality and in a manner described, subject to and in accordance with the terms and conditions set forth in the Request for Proposals at the rates herein set forth.

Submitted: February _____, 2012

Company Name: _____

By: _____

Printed Name: _____

Title: _____

Address: _____

Telephone: _____

FAX: _____

Email: _____

13. PROPOSAL STRUCTURE

The Bidder is to structure the proposal in the following manner:

Section 1-Introduction and history of company to include current clients with contact information of those clients. Such information is not to exceed five (5) pages.

Section 2-Location of landfills to be used, transfer stations to be used and all licensing information requested herein.

Section 3-Indemnification. Bonding and other insurance information required herein.

Section 4-Route, hours of operation, other pick-up information required herein and discussion of all other proposal points not separately listed.

Section 5-Optional service performance description.

Section 6-Bid calculation sheet.

Section 7-Optional information of Bidder's choosing, not to exceed six (6) pages.

Section 8-Signed Certification Statement from.

Bids are not to be in binders

Evaluation Sheet

Administrative 25 Points

Were 1 original and 5 copies received from bidder? Yes _____ No _____

Did proposal arrive without binders? Yes _____ No _____

Is Surety for bid included? Yes _____ No _____

Is Surety for Service included? Yes _____ No _____

Is the Certification Signed Yes _____ No _____

Section 1-Introduction and history of company to include current clients with contact information of those clients. Such information is not to exceed five (5) pages. **15 points**

Section 2-Location of landfills to be used, transfer stations to be used and all licensing information requested herein. **5 points**

Section 3-Indemnification. Bonding and other insurance information required herein. **20 points**

Section 4-Route, hours of operation, other pick-up information required herein and discussion of all other proposal points not separately listed. **30 points**

Section 5-Optional service performance description.

Section 6-Bid calculation sheet. **5 points**

Section 7-Optional information of Bidder's choosing, not to exceed six (6) pages.

Section 8-Signed Certification Statement from.