

CITY OF BYRON

**REQUEST FOR PROPOSALS
RESIDENTIAL AND SOLID WASTE COLLECTION AND DISPOSAL
SERVICES**

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**Request for Proposals
Residential and Commercial Solid Waste Collection Program**

Section 1.0 – Introduction/Overview

1.1 Purpose/Objective
Byron, Georgia (hereinafter, “City”) has issued this Request for Proposals (hereinafter, “RFP”) for the sole purpose and intent of obtaining proposals from interested and qualified Offerors to provide residential solid waste collection and disposal Services.

1.2 Background
The city currently operates its solid waste collection services through a private contractor for curbside collection services. The city seeks to provide residential/commercial curbside collection services for approximately 2508 constituents.

1.3 Inquiries
Direct questions related to this RFP should be sent to Tiffany Sandefur, City Administrator. All questions should be submitted in writing to email address tsandefur@byronga.com. Please include the RFP page number and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Offerors must clearly understand that the only official answer or position of the city will be the one stated in writing and that answers will be sent to all Offerors.

1.4 Method of Source Selection
The city is using the Competitive Sealed Proposals Points Based method of source selection for this procurement.

An award will be made to the responsible Offeror whose proposal ranks the highest among the points received and is most advantageous to the city, taking into consideration the factors set forth in this RFP.

Points Structure Parameters

References	15 points
Qualifications/Experience	15 points
Approach	15 points
Technology	15 points
Pricing	40 points

The city may, as is deemed necessary, conduct discussions with the top highest ranking responsible Offeror that have been determined to be reasonably susceptible of being selected for award for the purpose of

clarification to assure full understanding of, and responsiveness to solicitation requirements.

1.5 Minimum Criteria Used to Determine “Responsibility” of Each Offeror

- Describe your approach to service using Technology.
- Describe your Truck Fleet.
- Describe your customer service plan in detail.
- Describe your company history, experience, and qualifications.
- Provide resumes of key staff that the city will interact with.
- Describe your financial capacity and ability.
- Provide your transition plan in detail.
- Describe your contracts in GA similar size and scope? List five or more current references in GA with contact information and scope of service.
- Describe your hauling facility’s location and capabilities.
- List and describe your disposal sites for solid waste and recycling facilities for recyclables and yard waste.

1.6 Projected Timetable

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

<u>Event</u>	<u>Date</u>
RFP Notice Issued	9/21/2022
Last Date for Receipt of Questions	10/05/2022
Addendum Issued for Pre-Proposal Questions	10/12/2022
Proposal Close Date	11/1/2022 at 2:00PM
Evaluation of Proposals/Interviews	11/3/2022-11/8/2022
Projected Award and Contract Execution	11/14/2022
Projected Contract Start Date	1/1/2023

Section 2.0 – General Description of Required Performance Outcomes

At a minimum, the contractor must achieve and maintain the performance outcomes listed below, and consistent with performance standards agreed to by all parties through a 5-year contract subject to and compliant with O.C.G.A 36-60-13 (one-year annual renewals each calendar year) as a result of this RFP.

2.1 Current Scope of Work

Service(s) to be provided include weekly collection of residential solid waste from 95-gallon roll-carts provided by the contractor.

Services also include once every other week recycling service with an 18-gallon bin provided by the contractor. Recyclable materials include aluminum and steel cans, junk mail, office and school papers, newspapers, plastics #1-#7, cardboard, and magazines. The current recycling participation rate is estimated to be at 30%. This participation rate may

increase or decrease and the 30% current approximately rate shall not be a baseline/benchmark for any increases or decreases in charges/rates to City or its citizens by any service provider.

Services include once per week automatic bulk item collection.

Services include yard waste once per week curbside up to 10 cubic yards per week with a grapple truck.

The Contractor will invoice the city for services.

2.2 Proposal Cost Format Current Level of Service

Proposals must be in the following format to be considered as the RFP Cost Format. Rates must include all fees, charges, surcharges, and extra pick-ups.

Monthly Rate for one time per week residential garbage service with Contractor provided 95-gallon carts \$_____per month per unit

Monthly rate for extra garbage 95-gallon roll-carts \$_____per month

Monthly Rate for once every other week residential recycling service with 18-gallon bins that Contractor provides \$_____per month per unit

Monthly Rate for one time per week curbside yard waste services \$_____per month per unit up to 10 cubic yards per week

Monthly Rate for automatic Bulk item collection once per week for household items that do not fit into the cart at \$_____per month

Optional Scope of Services for City to Consider

Monthly Rate for once every other week residential recycling service with **either a 65-gallon or 95-gallon cart** that Contractor provides \$_____per month per unit

Monthly Rate for one time per week curbside yard waste services on a **subscription** basis \$_____per month per unit. This would be an elective service between the customer and the contractor.

Monthly Rate for once every other week recycling service with either a 65-gallon or 95-gallon cart on a **subscription** basis \$_____per month per unit. This would be an elective service between the customer and the contractor.

Monthly Rate for call in Bulk item collection service for household items but at a **specified price per item**. Customer would pay by credit card in advance, then hauler would schedule the bulk waste for collection. \$_____per item. This would be an elective service between the customer and the contractor.

Monthly rate for yard waste service once a week **in a 95-gallon gallon cart** \$ _____ per month per unit (collection of cart contents only)

Section 3.0 – Contractor’s Responsibilities

Before submitting a proposal, each Offeror 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 failure to make such investigations and examinations will relieve the successful Offeror 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 the part of the Offeror.

Section 4.0 – Instructions for Proposal

4.1 Compliance with the RFP

Proposals must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the RFP may result in disqualification.

4.2 Acknowledgement of Insurance Requirements

The Offeror understands that the evidence of required State Insurance Certificate must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Offeror’s proposal. Insurance capabilities of workers compensation, auto & liability insurance must be included with the Offeror’s proposal.

4.3 Delivery of Proposals

All proposals are to be sealed and delivered and clearly marked “SEALED RFP” on the outside of the envelope before 2:00 p.m. Eastern Standard Time (EST), on November 1, 2022, to:

City of Byron
Attn: Tiffany Sandefur, City Administrator
401 Main Street
Byron, GA 31008

The City will not accept any proposals received after the date/time stated herein and shall request Offeror to decide to retrieve late proposals.

The City shall not bear the responsibility for proposals delivered past the stated date and/or time, or to an incorrect address by Offeror’s personnel or by the Offeror’s outside carrier.

Offerors must submit one (1) designated original, and three (3) numbered exact copies of the proposal (total of 4). Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Offerors will be read aloud. The city will not read the rates out loud.

4.4 Evaluation of Proposals (Procedure)

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

The City shall then score all proposals based upon the points evaluation factors detailed above.

Upon completion of the scoring, the City may shortlist the top highest-ranking proposals. At this point, the city may request presentations by Offerors.

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.

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 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 Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

4.5 Ambiguity, Conflict, or Other Errors in the RFP

If an Offeror 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 modification or clarification of the document. The City will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the City.

The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.

4.6 Proposals and Presentation Costs

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

4.7 Rejection of Proposals

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

4.8 Acceptance of Proposals

The City shall accept all proposals that are submitted properly. However, the City reserves the right to request clarifications or corrections to proposals.

4.9 Requests for Clarification of Proposals

Requests by the City for clarification of proposals shall be in writing. Said requests shall not alter the Offeror's pricing information contained in its proposal.

4.10 Validity of Proposals

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

4.11 Response Format

Proposals should be prepared simply and economically, providing a straightforward concise description of the Offeror's approach and ability to meet the City's needs, as stated in the RFP. All copies of the proposal should be presented in a three (3) clasp report cover for uniformity and ease of handling.

4.12 Proposed Contracts

Proposals to this RFP may include proposed Contracts drafted by Offeror for review by the City and its officials.

5.0 Contract Draft Conditions

It is anticipated that the successful proposer will be awarded a contract subject to and compliant with O.C.G.A 36-60-13, and its requirements, which include, but are not limited to, one-year periods at each calendar year unless either party gives notice to the other at least 30 days' notice before the close of each year on each anniversary date. The contract will include a performance bond of 100% of the annual amount of revenue. After the first year of the anniversary date of the agreement, contractor shall be able to receive automatic Consumer Price Adjustments under Water, Sewer, and Trash Collection Services.

DELAGATIONS, ASSIGNMENTS, AND SUBCONTRACTS:

As used in this section, City means the City of Byron. Contractor means the successful bidder person or entity awarded the contract which is the subject matter of the RFP and awarded contract.

Any assignment, transfer, or subcontracting, or attempts thereto, in violation of this provision shall be deemed null and void, an event of default, and grounds for contract termination in the sole discretion of the city. City and contractor recognize and agree that this agreement contemplates performance by contractor and is based in part upon a determination of contractor's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to city for entering into this agreement was and is the professional reputation and competence of contractor.

If any affiliate of contractor acquires, buys, takes over, and/or succeeds to that or any portion of the business of such contractor that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this agreement, such affiliate may succeed to those rights, obligations, duties, and interest of such contractor under this agreement, but only with the written consent of the city. If the city provides its written consent for successor affiliate to replace contractor, and in the event of any such succession hereunder, the successor shall expressly undertake in writing to the city other party the performance and liability for those obligations and duties as to which it is succeeding a party to this agreement. Thereafter, the successor party shall be deemed contractor and the original party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.

The contractor shall not assign or transfer its interests, rights, or obligations in this contract nor subcontract any portion of the work to any person, company, or any other entity. In the event the city provides written consent, but only in such event, the contractor agrees to bind every subcontractor approved by the city to all of the terms and conditions of this agreement. The contractor agrees that he is and remains fully responsible to the owner for the acts and omissions of his subcontractor, as contractor is for the acts and omissions of himself and of persons directly employed by him. Contractor must have an agreement with any assignee or subcontractor that mirrors all requirements of the city RFP and contract.

The contractor may not delegate any rights or obligations hereunder, either in whole or in part, without prior written consent of the city, which may be withheld by the city for any reason. Any attempted assignment or delegation in derogation of this paragraph shall be void and shall constitute a default in the terms hereof and shall be an additional event of termination of this contract. Additionally, this agreement, either in whole or in part, shall not be assignable or delegable, whether by merger, operation of law or otherwise, by contractor without the written consent of the city. This agreement shall extend to and shall be binding upon the parties hereto, and their permitted and/or attempted successors and assigns. Contractor may not collaterally assign its rights under this agreement to any party providing debt or equity financing to it without the consent of the city.