

# REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION SERVICES

CITY OF BIGGS 465 C STREET / P.O. Box 307 BIGGS, CALIFORNIA 95917

Due Date and Time: June 02, 2017 at or before 4:00 p.m.

**Proposal Submittal:** Proposals must be submitted to the City of Biggs per the Submittal Instructions Section of this RFP.

#### NO LATE PROPOSALS WILL BE ACCEPTED.

The City of Biggs reserves the right to reject any or all Proposals, to waive any informality in any Proposal, and to select the Proposals that best meet the City's needs.

# REQUEST FOR PROPOSALS (RFP) FOR SOLID WASTE COLLECTION SERVICES

#### INTRODUCTION AND BACKGROUND

The City of Biggs (City) is requesting proposals from companies that have demonstrated experience in providing solid waste collection services to local governments. Firms who place a high priority on customer service and the diversion of waste from landfill disposal are encouraged to submit a proposal. The goals of the City's solid waste management program are to:

- 1) Deliver safe, reliable, high-quality collection services;
- 2) Provide highly competitive rates;
- 3) Provide state-of-the-industry services that maximize diversion of materials from the land-fill facility, and;
- 4) Minimize administrative burden on City staff

#### SOLID WASTE PROGRAM BACKGROUND AND CURRENT SERVICES

Currently the City contracts for residential refuse collection service from a single contractor. The contractor invoices the City monthly for all services. The City invoices its approximately 652 utility customers on a monthly basis for various utility services including solid waste collection services.

Currently, 496 customers utilize the standard 35 gallon solid waste receptacle, 95 customers use 64 gallon and 61 use 96 gallon solid waste receptacles for weekly pick-up by the contractor.

All residential customers utilize a 64 gallon recycling receptacle which is collected every other week. All residential customers utilize a 96 gallon yard waste receptacle which is also collected every other week, staggered with the recycling collection. One additional recycling and one additional yard waste bin are available to residents at no charge.

Many other service attributes of the current service are described in the current solid waste collection services agreement: EG: Annual Clean up day, vouchers, service to designated City facilities, annual Christmas tree disposal.

#### SUBMITTAL REQUIREMENTS

This Request for Proposals is intended to assess each Contractor's general capabilities as they would apply to this request and to evaluate specific responses to the scope of work, costs and economics of proposals. In order to maintain uniformity with all proposals furnished by Contractors, it is hereby required that proposals be limited to a maximum of 15 single-sided pages (excluding front and back covers, section dividers, resumes and any required forms). Proposals shall be typed with a standard 12 point font and submitted on 8 ½" X 11" paper using a single method of fastening. Charts and schedules may be included in 11" X 17" format if desired. Only one hard copy is required.

**Electronic Submittal:** In addition to physical delivery of one hard copy of the proposal to the City, please deliver electronic PDF file(s) of the complete proposal to the City via USB drive or via email to <a href="mark@biggs-ca.gov">mark@biggs-ca.gov</a>

All proposals shall be delivered or mail to the City at the location specified in this document and shall be received by the required date and time. Submittals post marked on the due date will not be accepted.

Proposals must be clearly marked and submitted to:

City of Biggs Attn: Mr. Mark Sorensen, City Administrator 465 C Street / P.O. Box 307 Biggs, CA 95917

## **DESIRED SERVICE ATTRIBUTES FOR COUNCIL CONSIDERATION**

#### **Cart Collection – General**

Contractor shall Collect all Solid Waste properly placed out for Collection by Cart Collection Customers at the Designated Collection Location not less than once per week using automated collection vehicles. A Cart shall be considered properly placed out for Collection if it is feasibly accessible by Contractor's automated Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination of the Designated Collection location.

It is the intent of the City and the Contractor to provide Customers with the highest level of customer satisfaction while at the same time enabling Contractor to operate efficiently.

Contractor shall instruct Customers to place all Solid Waste inside Carts such that Contractor's drivers will not be required to routinely disembark the Collection vehicle. However, in the event that a Customer occasionally places Solid Waste adjacent to Carts, Contractor shall also Collect that Solid Waste. If a Customer routinely places for Collection Solid Waste outside the Cart, Contractor shall work with the Customer to determine if the Customer is in need of a larger cart. The City Administrator is authorized to require Contractor to deliver larger Refuse Carts to any such Customers, or to require such other action of Contractor as is reasonably necessary to ensure that Customers receive high quality service.

The contractor shall define the definition of an overfilled cart and the desired corrective actions.

## **Refuse Cart Collection**

Contractor shall Collect Refuse from all Cart Collection Customers in the City using Cart Collection Service. Contractor shall provide each Cart Collection Customer with one Refuse Cart per Dwelling Unit. Cart sizes, options and costs shall be proposed by the contractor.

Contractor may not charge for any services not listed in the rate schedule without prior written approval of the City.

#### **Recyclables Cart Collection**

Contractor shall Collect Recyclables from all Cart Collection Customers in the City using Cart Collection Service. Contractor shall Collect Recyclables on the same day as Customer's Refuse Cart is Collected. Contractor shall provide each Cart Collection Customer in the City with at least one sixty-four (64) gallon cart per Dwelling Unit.

Upon request by Customer or the City, Contractor shall provide one additional sixty-four (64), gallon Recycling Cart at no charge. Contractor shall provide Recyclable Cart Collection Service to Cart Collection Customers at no additional charge to City or to Customers.

Recyclables collection shall be at least every other week.

## **Organics Cart Collection**

Contractor shall Collect Organics from all Cart Collection Customers using Cart Collection Service. Contractor shall Collect Organics on the same day as Customer's Refuse Cart is Collected. Contractor shall provide each Customer with at least one ninety-six (96) gallon cart or more Organics Cart(s) per Dwelling Unit. Contractor shall provide Recyclable Cart Collection Service to Cart Collection Customers at no additional charge to City or to Customers.

Upon request by Customer or the City, Contractor shall provide one additional ninety-six (96), gallon Organics Cart at no charge. Contractor shall provide Organics Cart Collection Service to Cart Collection Customers at no additional charge to City or to Customers.

Organics collection shall be at least every other week.

#### **Valet Service**

Contractor shall provide on-premises Valet Service to Customers if all adults residing at the Premises have disabilities that prevent them from setting their Carts at the curb for Collection, and if a request for Valet Service has been made to, and approved by, the City Administrator in a manner required by City. The City Administrator shall notify the Contractor in writing of any Premises requiring Valet Service along with the date such service is to begin. No additional monies shall be due to the Contractor for the provision of required Valet Service.

For Customers who elect to have Valet Service, but do not require it, Contractor shall provide Valet Service as a premium service. For these Customers with Valet Service, Contractor shall charge the rate for Valet Service as proposed.

The City is open to negotiating and refining definitions.

#### Bag & Tag

Contractor shall provide each residential unit with (12) "Bag & Tag" voucher stickers per calendar year. Each "Bag & Tag" voucher may be placed on one bag of up to 32 gallons in size with a maximum weight of 40 pounds. Properly tagged bags shall be placed by the customer next to the solid waste cart on the normal service day for pick-up at no charge by the contractor.

## **Bulky Items Collection Service**

Please provide service options in this area.

## **Holiday Trees**

Contractor shall provide a 20-yard dumpster and weekly pickup for disposal of Holiday trees from the first Work Day after December 25th through the third Saturday in January.

## ABOP (Antifreeze, Batteries, Oil, Oil Filters and Paint) Collection Service

Contractor shall operate an ABOP Collection roundup at least once per year in co-ordination with the Annual City Cleanup Event. Contractor shall operate the roundup event and shall provide all necessary staff, equipment, and containers to Collect ABOP materials dropped off by City residents. Contractor shall be responsible for the transportation, storage, processing, and proper Disposal of all ABOP material Collected at these events.

## **Annual Clean-Up Event**

The city promotes an annual clean-up event, generally a Saturday in early October, where residents are able (encouraged) to drop off yard waste, bulky items, appliances, electronics and the like. Contractor is required to completely support this annual event, define the items acceptable for drop off, and to accept all acceptable items.

#### **Collection Services to City Facilities**

All collection services to designated City facilities must be included in the proposal. The services to City facilities includes the following:

- Qty of 2, 2 yard dumpsters at 2865 W. Biggs Gridley Rd. 1 for shop, 1 for headwords screen.
- Qty of 1, 2 yard dumpster at 2895 W. Biggs Gridley Rd.
- Qty of 1, 30 yard green waste dumpster at Seventh Street yard. Seasonal use.
- Qty of 1, 20 yard dumpster at Seventh Street yard.
- Qty of 1, 3 yard dumpster at 280 B Street, Community hall.
- Qty of 4, (1) 96 gallon waste, (2) 64 gallon recycling, (1) 96 gallon yard waste at 3016 6th St

#### **Customer Service**

Contractor is expected to provide excellent customer service to the residents of the City of Biggs. Contractor is expected to provide email and phone number contact information to City Staff for direct contact to contractor's personnel for customer service issues, billing reconciliation and the like.

## Contractor must address each of the following items in their response to this RFP:

## 1. <u>Technical Proposal</u>

## a. Qualifications, Related Experience and References of Contractor

This section of the proposal should establish the ability of Contractor to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references. The Contractor shall:

- (1) Provide a brief profile of the firm and briefly describe the firm's experience in performing work of a similar nature to that solicited in this RFP. Describe experience in working with the various government agencies.
- (2) Identify any proposed subcontractors by company name, address, contact person, telephone number and project function. Describe Contractor's experience working with each subcontractor.
- (3) Provide as a minimum three (3) references for related experience, and furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed.

#### b. Proposed Staffing and Project Organization

This section of the proposal should identify key personnel assigned to manage the services. The Contractor shall:

- (1) Identify key personnel proposed to perform the work, to provide service support and identify and describe any subcontract work proposed to complete the task.
- (2) Include a statement that key personnel will be available to the extent proposed for the duration of the project.

#### c. Work Plan

The Contractor should provide a narrative, which addresses the Scope of Work, and shows the Contractor's understanding of City's needs and requirements.

## d. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFP. Where Contractor wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these should be thoroughly explained.

## e. Cost and Price Proposal

As part of the cost and price proposal, the Contractor shall submit service options with costs and/or cost differentials and provide any narrative required to explain the prices quoted in the schedules.

#### **REFERENCES**

Provide a minimum of three (3) references for similar projects performed within the past five (5) years. Include the project cost and year of completion, along with the client's name, address, phone number and email address. Briefly describe the project or type of work provided for each reference.

#### **CERTIFICATION FORM**

Complete and include the Certification of Non-Discrimination by Contractors form with your proposal.

## LICENSE REQUIREMENT INCLUDING CITY BUSINESS LICENSE

The selected Contractor shall be required to possess all required operating licenses and authorities to operate in Butte County and the State of California and to obtain a City of Biggs Business license within 15-days of selection and must provide copy to the City prior to commencing any work in Biggs.

## PRE-PROPOSAL MEETING

There will be no pre-proposal meeting for this request. Respondents are encouraged to contact Mr. Mark Sorensen, City Administrator, who will facilitate a site visit of the city prior to the date of request closure if requested. The City will respond to all questions and requests for clarifications via email. Emails shall be sent to: mark@biggs-ca.gov. Comments or correspondences received within 7 (Seven) calendar days of the date of the closure of this solicitation will *not* be responded to.

#### CONTRACTOR SELECTION

The response to this Request for Proposal shall contain documentation of Contractor's credentials and expertise pertaining to their experience in this field. Consideration will be given to Contractors with demonstrable and documented experience in similar work. Proposals will be evaluated on the basis of the qualifications, abilities, and responsiveness of the proposing Contractor.

The City of Biggs will establish a Contractor Selection Committee to evaluate Contractor's proposals. Evaluation of each proposal will be based on technical criteria and qualifications listed within the RFP, reference checks, and other information which will be gathered independently. The following general selection criteria will be used to evaluate each contractor firm:

#### 1. Qualifications of the Firm – 20%

Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability experience and technical competence of subcontractors; assessment by client references.

#### 2. Service Levels and Work Plan- 40%

Depth of Contractor's understanding of City's requirements and overall quality of work plan; logic, clarity and specificity of options, pricing and work plan.

#### 3. Cost and Price – 40%

Reasonableness and affordability of the proposed rates and other direct costs compared with other offers received. Adequacy of data in support of figures quoted; reasonableness of individual task budgets; basis on which prices are quoted.

#### **EVALUATION PROCEDURE**

An evaluation committee may be appointed to review all proposals received pursuant to this RFP. The committee will be comprised of City staff and may include outside personnel and/or members of the City Council. The committee members will evaluate the written proposals using criteria identified in Contractor Selection above. A list of top ranked proposals, firms within a competitive range, will be developed based upon averaging of the committee members' scores for each proposal. During the evaluation period, the City *may* interview some or all of the proposing firms.

At any time during the evaluation process, and before or after selection for award, the City may negotiate contract terms with some or all Contractors, and expressly reserves the right to negotiate with several Contractors simultaneously, and thereafter to award a contract to the Contractor or Contractors presenting the most favorable terms to the City. Contractors may also be asked to submit a Best and Final Offer (BAFO). The BAFO will include, but not necessarily be limited to, additional information, confirmation or clarification of issues, and submission of a final cost/price proposal.

At the conclusion of the evaluation process, the evaluation committee will recommend to the City Council, the Contractor with the highest final ranking or a short list of top ranked Contractors within the competitive range.

#### **AWARD**

#### PERIOD OF CONTRACT

Unless earlier terminated as allowed for in the Agreement, contract term is expected to be for a period of **FIVE (5) years**. The contract term is anticipated to commence after City Council award of this contract and upon receipt and approval of all required bonds and insurance documents. The projected contract award date is estimated herein and may be adjusted as necessary. Time is of the essence in the performance of services under this Agreement.

The City Council will consider the recommendation of staff and may approve contract award or modify the recommendation.

The City reserves the right to award its total requirements to one Contractor or to apportion those requirements among several Contractors as the City may deem to be in its best interest. In addition, negotiations may or may not be conducted with Contractors; therefore, the proposal submitted should contain the Contractor's most favorable terms and conditions, since the

selection and award may be made without discussion with any Contractor.

#### **GENERAL INFORMATION**

The City of Biggs reserves the right to reject any or all Proposals, to waive any informality in any Proposal, and to select the Proposals that best meet the City's needs. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any cost or obligation of any kind, which may be incurred by the respondent. All proposals submitted to City shall become property of the City.

## **INSURANCE REQUIREMENTS**

Prior to undertaking performance of work under this Contract, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

- 1. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance which shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting there from and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. This insurance must also include affirmative hazardous materials, toxic waste and pollution coverage. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the City; and (c) contain standard separation of insureds provisions. A sample additional insured endorsement is attached hereto as Attachment 6.
- 2. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- 3. Worker's Compensation Insurance. In accordance with the provisions of Section 3300 of the Labor Code, Contractor is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Contract, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- 4. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:

- a. Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
- b. Certificates of insurance shall be furnished to the City upon execution of this Contract and must be approved in form by the City Attorney.
- c. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

## **TENTATIVE SCHEDULE**

The City's tentative schedule for this RFP is as follows:

Proposal due June 2, 2017
Estimated Contract Award July 1, 2017
Estimated Service Commencement October 1, 2017

## **CONTRACTOR RESPONSIBLITIES**

The selected Contractor will be required to assume responsibilities for all services in their proposal. The selected Contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Agreement.

#### **SCHEDULE DATES**

The City reserves the right to delay or adjust schedule dates if it is to the advantage of the City of Biggs.

### **PROJECT CONTROL**

Control of the project shall remain the total responsibility of the City of Biggs.

## **RULES FOR PROPOSALS**

The signer of the proposal must declare in writing that the only person, persons, company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and, that the signer of the proposal has full authority to bind the principal proposer.

#### **METHOD OF PAYMENT**

The Contractor shall submit a monthly invoice to the City for the services rendered in that month. The invoice shall include a detailed breakdown of the services and units of each level of service. City shall have 45 days in which to pay each monthly invoice without penalty.

#### **REGULATIONS**

The selected Contractor shall be expected to comply with all applicable federal, state, city regulations, and contract provisions.

## **ATTACHMENT 1**

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|           | X COMMERCIAL GENERAL LIABILITY             |   |  |   | FIRE DAMAGE (Any one fire)                               | s      | 50,000                                  |
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|           |  |   |  |   | PERSONAL & ADV INJURY                                    | s      | 1,000,000                               |
|           |  |   |  |   | GENERAL AGGREGATE  | \$     | 2,000,000                               |
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|           | NON-OWNED AUTOS                            |   |  |   | BODILY INJURY<br>(Per accident)                          | s      |   |
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| CER       | City of Santa Ana<br>20 Civic Center Plaza | a - Ross Annex (M- )  | SHOULD ANY OF<br>DATE THEREOF<br>NOTICE TO THE | F THE ABOVE DESCRIB<br>F, THE ISSUING INSURE<br>CERTIFICATE HOLDER                            | R WILL ENDEAVOR TO MAIL .                                | 30 c   | DAYS WRITTEN<br>DO SO SHALL             |
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# ADDITIONAL INSURED ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY POLICY

|          | Insurance Company   |            |
|----------|---|------------|
|          | endorsement modifies such insurance as is afforded by the provisions of Policy relating to the following:   |            |
| 1.       | The City of Biggs, 465 C Street, Biggs, California 95917; its officers, employees, agent volunteers and representatives are named as additional insureds ("additional insureds regard to liability and defense of suits arising from the operations and uses performed behalf of the named insured.                                       | ") with    |
| 2.       | With respect to claims arising out of the operations and uses performed by or on beh named insured, such insurance as is afforded by this policy is primary and is not additional contributing with any other insurance carried by or for the benefit of the additional insurance.  | onal to or |
| 3.       | This insurance applies separately to each insured against whom claim is made or suit is except with respect to the company's limits of liability. The inclusion of any p organization as an insured shall not affect any right which such person or organization have as a claimant if not so included.                                   | erson or   |
| 4.       | With respect to the additional insureds, this insurance shall not be cancelled, or reduced in coverage or limits except after thirty (30) days written notice has been give City of City of Biggs, 465 C Street, Biggs, California 95917 (Completion of the following, countersignature, is required to make this endorsement effective.) | en to the  |
| Effectiv | ive, this endorsement form as a part of   |            |
| Policy   | '#  |            |
| ssueu    | d to<br>Named Insured   |            |
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