

REQUEST FOR COMPETITIVE SEALED PROPOSALS

FOR SOLID WASTE & CURB RECYCLING TRANSPORTION AND PROCESSING SERVICES

January 17, 2022

TABLE OF CONTENTS

Purpose, Background, and Scope of Service	3
Purpose of Request for Proposal	3
Background	3
Intent	3
Scope of Services	4
Proposal Requirements	4
Proposal Format	4
Cover Letter	4
Non Collusion	4
Firm Qualifications, Staffing Plan and Approach	4
Cost	5
Other	5
Submittal Requirements	5
Joint Proposals	6
RFCSP Evaluation, Schedule and Other Matters	6
RFCSP Evaluations	6
Presentations	7
Negotiations	7
Discussions: Best and Final Proposer	7
Schedule	7
Other Matters	7
Changes in the RFCSP	7
Verbal Agreements	7
Clarifications	8
Reservation of Rights	8
Disposition of Proposal	8
Disclosure	8
Pricing Table	10
Payment and Performance Bond Requirements & Insurance	. 11

I. Purpose, Background, and Scope of Service

Purpose of Request for Proposal

The City of Goodlettsville is soliciting proposals from qualified firms interested in providing solid waste pick-up, with curbside recycling collection, transporting and the processing of the collected materials.

Goodlettsville places an emphasis on customer service and one goal of this process is to identify alternatives that maintain or improve the current level of service, at the best price.

Background

The City of Goodlettsville, a suburb of Nashville, is located in Davidson and Sumner Counties in middle Tennessee. Goodlettsville has a population of approximately 18,000 and covers approximately 15 square miles.

The City is interested in providing weekly solid waste collection with BI-WEEKLY curbside recycling services to approximately 6,000 residential properties via a contracted vendor. There is also a solid waste drop-off collection center that is located at 220 Connell Street, Goodlettsville.

The city currently contracts solid waste service that is provided with once-a-week pick-up on a four-day (Monday-Thursday) schedule and curbside recycling one day per week biweekly on Fridays (Davidson Co. residents one Friday, Sumner Co. the other Friday).

Intent

The City's intent and the requirements of this RFCSP is to continue to provide solid waste removal and curbside recycling to its residents with an appropriate level of service, at the best price, and with the highest quality.

The specifications contained within this RFCSP document are designed to establish an effective, efficient, uniform and safe system of Solid Waste and Recycling Services that provides for the following intended purposes:

- 1. Establish and maintain a continuous and uniform level of Solid Waste and Recycling Services in order to assure protection of the health, safety and welfare of the community.
- 2. Provide Solid Waste and Recycling Services in a coordinated manner, through a routing system that will improve current rates while minimizing impacts to service rates. To this end, the City has tried to provide as much information as possible to all prospective Proposers in order to allow them to compute fair and reasonable rate quotes. However, it is the sole responsibility of the Proposer to independently investigate, to calculate and to be responsible for the prices quoted.

Scope of Services

The selected firm will be required to provide the following services including, but not limited to, the following:

- 1. Provide, at a minimum, once a week solid waste collection to approximately 6,000 residences and City facilities.
- 2. Provide at a minimum, bi-weekly curbside recycling service for residences and City facilities.
- 3. Be responsible for safely and legally transporting, processing and disposing of the collected materials for landfill or processing facility(ies).
- 4. Furnish and maintain 90 gallon recycling containers to single and multi-family residences for the collection of recyclables.
- 5. The period of the Contract shall be for sixty (60) months, beginning July 1, 2022 and ending on June 30, 2027. This Contract may be extended by the City upon the same terms for one (1) additional successive sixty (60) month period, or portions thereof, up to a cumulative total of one hundred twenty (120) months, by written notice to the contractor, given at least one hundred twenty (120) days before the expiration of the term then in existence.
- Firms submitting proposals shall do so based on an annual per residence unit cost of service for each of the five years of the contract (July 1 to June 30). Proposals not including five-year annual cost of service will not be considered.
- 7. Contractor currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws.

Proposal Requirements

Cover Letter

Each response should include a cover letter, signed by an officer of your firm, indicating that the response is valid for ninety (90) days and that the officer is legally able to contractually bind your firm. The cover letter should summarize the proposal's key points and include a signed copy of this RSCP including the completed pricing table.

Non Collusion

The City of Goodlettsville prohibits collusion, defined as a secret agreement for a deceitful or fraudulent purpose. The attached Non-Collusion Affidavit must be completed by all firms responding to this RFCSP.

Firm's Qualification, Staffing Plan, and Approach

- **a.** Provide information describing your firm's financial condition. Include in such description, where applicable, the credit rating of your firm's parent entity or related subsidiaries that would provide services under this RFCSP.
- **b.** Describe any relevant changes in your firm within the past year, or anticipated changes, that may affect your capability to perform the services being requested.
- **c.** Identify six references from similar-sized governmental entities where your firm has performed similar services.
- **d.** Provide information regarding your firm's background and experience in providing these services.
- **e.** Indicate the names, titles, roles, locations, phone numbers, fax numbers and e-mail addresses, of each member of the team that will be designated to work on this project for your company. Indicate which person and position will serve as the day-to-day contact for the City. Provide brief resumes of the listed person(s).
- f. The Proposer shall take affirmative action to ensure that employees are treated during employment without regard to their race, creed, color, national origin or sex. Contractor shall take all necessary precautions for the safety of the City's and Contractor's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of workmen and the public. Contractor shall pay and require any subcontractor of Contractor, if any, to pay without deduction or rebate, unless expressly authorized by law, not less than the minimum wage established by Federal or State law during the term of the Contract.
- **g.** Provide the location, address, and contact information for the office that will provide the services to the City.
- h. Discuss how your firm will provide the services to be performed for the City. The City of Goodlettsville welcomes and will consider creative and innovative alternatives when those methods can be shown to provide cost savings and/or overall improvements in the current collection system.
- i. Please indicate the schedule for implementing the program that your firm will use to provide the services to be performed for the City.

Cost

All costs shall be based on an annual per residence unit cost of service for each of the five years of the contract (July 1 to June 30). Proposals not including five-year annual cost of service will not be considered. Per resident cost is to include for the following:

1. Curbside Pickup; 2. Cost per each additional can per residence; 3. Cost per each backdoor pick-up (Medical and Distance from home waivers); 4. Cost for bi-weekly curbside recycling; and 5. Optional cost for Recycling Backdoor pick-up.

Other

Please disclose any conflict or potential conflict of interest that your firm may have concerning this engagement.

Submittal Requirements

Five (5) copies of each firm's response shall be submitted to the City of Goodlettsville no later than 2:00 p.m. on February 24, 2022.

City of Goodlettsville – Solid Waste RFCSP Attention: Charlie Ballard, Purchasing Director 105 S. Main Street Goodlettsville, TN 37072

A Proposer may, without prejudice, withdraw a proposal after it has been deposited with the City, provided written notice is given to the City Recorder, and provided such notice of withdrawal is received by the City Recorder prior to the closing time set for receiving proposals. Once submitted, proposals may not be corrected or modified.

Joint Proposals

If two or more Proposers are developing a joint proposal, the City of Goodlettsville must be notified in writing by the joint Proposers at the time of submitting the proposal.

RFCSP Evaluation, Schedule and Other Matters

RFCSP Evaluations

RFCSPs will be evaluated based on the following criteria (not listed in any order of importance):

- 1. Firm's proven ability with similar projects.
- 2. Expertise of Key personnel to be assigned to the contract.
- 3. Firm's proven ability to provide innovative, cost-effective service.
- 4. Firm's proven track record of responsiveness to time limitations and deadlines.
- 5. Firm's proven track record of quality of performance on similar projects.
- 6. Firm's capacity to perform.
- 7. Firm's cost proposal submitted on the enclosed pricing table (Pg.10).
- 8. History and years of experience of the firm.
- 9. Firm's customer service history and monitoring systems.
- 10. Detailed description of monitoring systems and description of shared method for receiving customer complaints (ie. Web Based Programs, call-in, etc.).
- 11. Proposed Scope of Services is comprehensive, meets the needs of the City's request(s), and shows the Contractor understands the project.

Proposals Opening

Proposals shall be opened in a manner that avoids disclosure of contents to competing Proposers during the negotiation.

Final Ranking and Selection

A City Committee will make a recommendation to negotiate with the responder whose proposal is determined to be the most advantageous to the City, considering the Evaluation factors set forth in the RFCSP. Recommended contract awarded, if any, resulting from this RFCSP is subject to the approval of the City Commission. In all cases, the City will be the sole judge as to whether a Proposer has or has not satisfactorily met the requirements of this RFCSP. The City reserves the right to accept or reject any Proposal, to accept a Proposal containing variations from these specifications if the Proposal so merits, and to accept partial Proposals.

Presentations

The City retains the right to create a shortlist and invite Proposers who make the list to deliver a presentation of its proposal to the Committee. Each presentation will be judged as to its completeness.

Negotiations

The City retains the right to make an award based on initial proposals without negotiations. Negotiations may be conducted with all responsible Proposers.

Discussions: Best and Final Proposer

The Committee reserves the right to recommend a Proposer based upon the Proposer's written proposal, without further discussions. Should the Committee determine that further discussions would be in the best interest of the City, the Committee shall establish procedures and schedules for conducting discussions and will notify qualified Proposers. When in the best interest of the City, the Committee may permit qualified Proposers to revise their proposals by submitting "best and final" Proposal.

Schedule

Advertisement for RFCSP submitted to publications	January 26, 2022
RFCSP Deadline and Opening (2:00 p.m. CST)	
Start Date for Contractor	

Other Matters

Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in the Contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor.

Receipt of Addenda

The Proposal shall contain an acknowledgement of receipt of all addenda, the numbers of which shall be filled in on the pricing table.

Clarifications

Proposers are notified to examine thoroughly the instructions, specifications and the service requirements as set forth in this RFCSP. If there is any doubt or uncertainty as to the meaning of the same, Proposers may ask for any explanation or clarification before submitting their Proposal. All requests for explanation or clarification must be presented to the City in written form.

All inquiries related to this RFCSP shall be submitted in writing to:

Charlie Ballard Purchasing Director City of Goodlettsville 105 S. Main Street Goodlettsville, TN 37072 (615) 851-2200 phone

Email: cballard@goodlettsville.gov

Reservation of Rights

The City reserves and holds at its discretion the following rights and options:

- a. Withdraw the Request for Competitive Sealed Proposals;
- b. Request clarification and/or additional information from the Proposer at any point in the procurement process;
- c. Execute a Contract or Contracts with one or more Proposers, on the sole basis of the original proposal or any additions to proposal submissions;
- d. Reject any or all Proposals, waive irregularities in any Proposal, accept or reject all or any part of any Proposal, waive any requirements of the Request for Proposals, as may be deemed to be in the best interest of the City; and
- e. Reissue the Request for Competitive Sealed Proposals or modify the Request for Competitive Sealed Proposals.

In order to be considered for selection, responses must be received on or before the date and time specified. Firms mailing responses should allow normal mail delivery time to ensure timely receipt by the City. Proposals received after the stated time shall not be considered. No fax transmittals will be accepted.

Disposition of Proposals

All materials submitted in response to this Proposal will become the property of the City of Goodlettsville. One (1) copy of each proposal shall be retained for official files. It is understood that the proposal will become part of the official file on this matter without obligation on the part of the City of Goodlettsville. All Proposals become the property of the City upon submission and will not be returned to the applicant.

Disclosure

Any trade secrets or proprietary information submitted by a vendor in connection with a procurement shall not be subject to public disclosure. However, the vendor must invoke the protection of this section prior to or upon submission of the data or other materials by identifying the specific area or scope of data or other materials to be protected and state the reasons protection is necessary. An all-inclusive statement that the entire proposal is proprietary is not acceptable. A statement that cost proposals are to be protected is not acceptable. There is no expressed or implied obligation for the City of Goodlettsville to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Payment and Performance Bond Requirements

The selected Contractor will be required to obtain Payment and Performance Bonds as specified and to submit as a part of the Contract. Contractor will furnish payment and performance bonds as security for the faithful performance of this Contract, said bonds to be executed by a responsible and recognized surety company who is acceptable to the City and is licensed and authorized to do business in the State of Tennessee. Bonds will be provided and signed by the Contractor in a form included herein and made part of the Contract. The payment and performance bonds will be furnished to the City by the Contractor for each year of this Contract, or renewal term, and shall guarantee performance of this Contract and payment for all materials and labor by the Contractor. The amount of the bonds for the first year shall be equal to the monthly unit price times the estimated Unit Count determined by the City. The amount of the payment and performance bonds for each of the following twelve (12) month periods shall equal 100% of the amount paid to the Contractor by the CITY during the twelve (12) month period immediately preceding such period.

Insurance

During the term of this contract, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this contract, including any extension, the types and amounts of insurance identified as follows. Proof of insurance shall be required naming the City of Goodlettsville as an additional insured.

- General Liability Insurance in the amount of one million dollars (\$1,000,000.00).
- Automobile Liability Insurance in the amount of one million dollars (\$1,000,000.00).
- Workers' Compensation Insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand dollars (\$100,000.00), as required by the laws of Tennessee.

Prior to commencement, Contractor will provide City with original or certified copies of certificates and endorsements required by this section and provide that such insurance shall not be canceled, allowed to expire, or be reduced in coverage.

Such insurances shall contain or be endorsed to contain a provision that includes the City of Goodlettsville, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

Any claims related to this agreement, Contractor's insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering the City, its officials, officers, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned, said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of vehicles owned, leased, hired, or borrowed by or on behalf of the Contractor.

Workers' Compensation, Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. Contractor shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by Contractor's Workers' compensation insurance coverage.

Service	July 1, 2022- June 30, 2023	July 1, 2023- June 30, 2024	July 1, 2024- June 30, 2025	July 1, 2025- June 30, 2026	July 1, 2026- June 30, 2027
Monthly unit price for curbside solid waste pick-up (residential, townhouse and condo) on a minimum once a week basis.					
Monthly unit price cost per each additional can per residence					
Monthly unit price for backdoor solid waste pick-up (residential, townhouse and condo) on a minimum once a week basis (Medical and long drive waivers).					
Monthly unit price for curbside recycle pick-up (residential, townhouse and condo) on a biweekly basis.					
Optional Monthly unit price for backdoor recycle pick-up (residential, townhouse and condo) on a bi-weekly basis.					

The proposer acknowledges receipt and understanding of the following addenda:							

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

STATE OF								
COUNTY OF								
, being fi							he/she	is
			ot mode in				r on hok	o If
party making the foregoing proposal that of, any undisclosed person, partnership, the proposal is genuine and not collusive induced or solicited any other proposer to indirectly colluded, conspired, connived, sham proposal, or that anyone shall remanner, directly or indirectly, sought by a fix the proposal price of the proposer or a element of the proposal price, or of that of the public body awarding the contract of statements contained in the proposal are indirectly, submitted his or her proposal price divulged information or data relative there partnership, company association, organ thereof to effectuate a collusive or sham proposal to the proposal of the proposal of the proposal pro	company e or sham o put in a or agree frain fron agreemen any other of any other of any on e true; an orice or an eto, or pa nization, p	r, associate that the false or divith are proposed further by breakd id, and veroposal erroposal	ation, orgale proposal sham propose ing, that tunication, or, or to fix ser, or to seted in the lown there will not pay	Inizati I has I Dosal, Per or a he pr or cor any c ecure propo propo of, or v, any	on, or ont direction and harmone oposed of the constant and acceptance of the constant and the confee to	corpo ectly of as not e else r has be with ad, prodvanta contra is not intents any of	oration; the or indirectly to put in not in a nanyone ofit, or coage against that directly a thereof, corporation	hat ctly or n a any e to ost nst all or or or, or
Signed:								
Printed:								
Subscribed and sworn to before me this day of, 2017								
Notary Public								
County ofState of								
My Commission Expires:								