



City of Flowerly Branch

REQUEST FOR PROPOSAL

The City of Flowerly Branch is requesting sealed proposals for:

SOLID WASTE MANAGEMENT SERVICES

RFP NUMBER 22-005

1. Sealed Proposals: All proposals shall be made on the “Proposal Response Form” provided along with supporting documents requested in Article 7, Submittal Requirements. Proposers must mail or submit two (2) complete copies of the form and supporting documents to the City Clerk’s office. All proposals must be signed and sealed. Unsealed proposals, including faxed proposals will not be considered. Retain a copy for your file. **PLEASE REFERENCE THE RFP NUMBER ON THE OUTSIDE OF THE SEALED PROPOSAL.**

2. Due Date and Time: Proposals will be received and publicly opened at the City of Flowerly Branch City Hall, 5410 W. Pine St, Flowerly Branch, GA 30542 on Thursday, April 28, 2022 at 10:00 A.M.. Any proposals received after the above stated time will not be considered. ***It is the responsibility of the person/firm submitting a proposal to ensure that it is received at the physical address of the City of Flowerly Branch City Hall, prior to the stated deadline.*** A date/time stamp located in the City Hall will determine the time of receipt. Proposals received after the deadline will not be considered under any circumstances, and will be returned unopened after the proposal award is made. Unsealed proposals, including facsimile proposals, will not be considered.

3. Mandatory Pre-Proposal Conference: A Mandatory Pre-Proposal Conference will be held for all interested companies on April 21, 2022 at 2:00 P.M. at the City of Flowerly Branch City Hall, 5410 W. Pine St, Flowerly Branch, Georgia. ***Only those firms in attendance for the meeting will be allowed to submit a proposal.***

4. Tax Exemption: The City of Flowerly Branch is exempt from all Federal and State tax. Do not include tax in your proposal.

5. Clarifications: Any explanation desired by a vendor regarding the meaning or interpretation of this Request for Proposal (RFP) must be requested in writing and with sufficient time allowed, but not less than ten (10) working days prior to the date and time specified for the receipt of proposals, for a reply to reach the vendors before the submission of their proposals. All inquiries should be directed to Bill Whidden, Public Works Director, by e-mail to billw@flowerlybranchga.org. Any information given to a prospective vendor concerning this RFP will be furnished to all known prospective vendors as an amendment to this RFP, if such information is necessary to vendors in submitting proposals on this RFP, or if the lack of such

information would be prejudicial to uninformed vendors. Oral explanations or instructions given prior to award are not binding.

6. Acknowledgement of Amendments: Receipt of any amendment to this RFP must be acknowledged, in writing, prior to the stated submission deadline. Such acknowledgement may be submitted with the offer.

7. RFP not an Order: This Request for Proposal is not to be considered as an order by the City of Flowery Branch. *The City reserves the right to reject all proposals and/or continue with the current method of solid waste collection services.* This request for proposals will neither commit the City to commence any project, nor in any way limit the discretion of the City in selecting a company or in making any future modifications to the scope of work under this proposal, before or during the life of the project, should it be undertaken. Upon acceptance of a proposal, the City will offer a contract to the successful vendor. The successful vendor must comply with all conditions as provided with the original contract. Award is strictly contingent upon the appropriation of necessary funds.

8. Award: If a contract is awarded, it will be awarded to the responsive and responsible vendor whose offer conforms to the RFP and will be the most advantageous to the City as set forth in the evaluation criteria. Price shall not be the sole consideration in awarding the contract. A completed vendor packet and an active vendor status must be obtained.

9. Public Records: Any information contained in this proposal is subject to public disclosure upon final award.

The City of Flowery Branch is an equal opportunity owner/employer and will not discriminate against any vendor because of race, creed, color, religion, sex, national origin, or ADA disability status.

Notice: All items must meet or exceed specifications as stated by the City of Flowery Branch. The City of Flowery Branch reserves the right to waive any technicalities and to reject or accept any proposal in its entirety or to accept any portion thereof if it is determined that either method results in lower costs, better service, final satisfaction or is otherwise determined to be in the best interest of the City of Flowery Branch. Proposal may be awarded by item number or in total. Determination of best response to proposal will be the sole judgement of the City of Flowery Branch. *Proposal terms shall remain valid for one-hundred and fifty (150) days from the date of the proposal opening.*

City of Flowery Branch
Solid Waste Management Services
MINIMUM STANDARDS OF SERVICE

Article 1. Service

The Contractor agrees to provide solid waste collection services. Services include collection and disposal of residential garbage, refuse, yard trimmings and recycling. It shall be the responsibility of the Contractor to use skilled, trained personnel, supervised to use reasonable care to ensure proper performance.

Article 2. Definitions

For the purposes of this RFP, the following definitions shall apply:

- A. *City* means the City of Flowery Branch, Georgia.
- B. *Garbage* means domestic wastes composed of meat, vegetable, and fruit scraps and other discarded items ordinarily generated as by-products of a private residence.
- C. *Refuse* means discarded items that have not been containerized and/or will not fit into the receptacle and are not prohibited items according to the rules of solid waste management of the State of Georgia Department of Natural Resources Chapter 391-3-4.
- D. *Recycling/Recyclables* shall mean those items known to be made from or contain materials deemed desirable for reuse or remanufacture.
- E. *Yard trimmings* means waste resulting from normal yard maintenance, such as weeds, grass and hedge trimmings, leaves, brush, pine straw, tree limbs and similar items.

Article 3. City of Flowery Branch Current Level of Service

The City of Flowery Branch is located approximately 40 miles northeast of Atlanta on the shores of Lake Lanier in Hall County. The City has approximately 2,800 residential customers. The City does not provide collection services for industrial and commercial businesses or for certain private residential communities. The City collects on average 349 tons of garbage per month and 45 tons of recyclables per month.

The City provides curbside residential garbage collection once per week to single family households within the city limits. Customers currently use receptacles for storing their residential garbage as provided by the City's current contractor.

The City also provides collection of curbside refuse or bulk pick up once per month. The City does not charge an additional fee for collection and disposal of these bulk items such as furniture, white goods, electronics, or other similar items that require the use of a dump truck, flat bed truck or boom arm loader.

Yard trimmings are collected by the City once per week. The City requires that grass trimmings, small shrubbery trimmings, pine needles, etc., be placed in plastic bags or other suitable containers for collection. Leaves are required to be placed in similar containers from the months of February through September. The City does not collect limbs or cuttings greater than four (4) feet in length, six (6) inches in diameter or fifty (50) pounds in weight. Limbs and cuttings must be kept separate from other debris and not exceed the load equivalent of one (1) cubic yard per week and not exceed four (4) cubic yards per dwelling per month.

Single-stream recycling is currently provided once per week through a contract with a private company. Residents may purchase an 18-gallon recycling container to collect their recyclables during the week. Recycling is an optional service for residents.

The current fee for solid waste services is \$12.00 + \$4.00 for recyclables per month.

Article 4. Objectives of the Request for Proposals

The objectives of this RFP are:

- A. Maintain the current level of service or an adequately high level of service for residential garbage and refuse collection by providing collection once per week.
- B. Continue with weekly single-stream recycling and increase participation in the recycling program through public education and awareness campaigns.
- C. Best price and best service for solid waste fees for residents.
- D. Transition the solid waste program from a partial public/private service to a private service by having a private service assume all the responsibility of garbage and refuse collection, distribution of containers as well as control and all the billing for said services.

Article 5. Scope of Services – Base Proposal

The City is requesting proposals *in a separate sealed envelope* from firms for the following items:

A. Garbage Collection

- Collection of garbage for all current and future City of Flowery Branch solid waste customers that choose the service. Those residents who elect not to choose this service will be left to either use the Hall County Convenience Centers or some other lawful disposal of their household waste.
- The collection method will be curbside.
- Proposals shall indicate the pricing for collection once-a-week.

B. Refuse Collection

- Collection of refuse for all current and future City of Flowery Branch solid waste customers that choose the service. Those residents who elect not to choose this

service will be left to either use the Hall County Convenience Centers or some other lawful disposal of their household waste.

- The collection method will be curbside.
- The frequency of collection should be once-a-week.
- Proposals should indicate any items that require an additional fee for collection and specify the collection fee, if any.

C. Yard Trimmings

- Collection of yard trimmings for all current and future City of Flowery Branch solid waste customers that choose the service. Those residents who elect not to choose this service will be left to use some other lawful disposal of their yard trimmings.
- The collection method will be curbside
- The frequency of collection should be once-a-week
- Proposals should indicate any special requirements or exceptions for the collection of yard trimmings.
- Any cost to collect yard trimmings that exceed the disposal capacity currently allowed by the City (limbs or cuttings no greater than four (4) feet in length, four (4) inches in diameter or fifty (50) pounds in weight. Limbs and cuttings must be kept separate from other debris and not exceed the load equivalent of one (1) cubic yard or four (4) 50 lb bags per pick up and not exceed four (4) cubic yards per dwelling per month) will be negotiated between the selected company and the customer.
- Please note – the City picks up items noted above that is not considered yard clippings. The pick up schedule is every Monday.

D. Recycling

- Collection of recyclables for all current and future City of Flowery Branch solid waste customers that choose the service. Those residents who elect not to choose this service will be left to either use the Hall County Convenience Centers or some other lawful disposal of their household recycling.
- The frequency of collection should be once-a-week.
- Recycling should be single-stream, meaning materials may be mixed together in a single collection receptacle, and accept mixed paper and OCC, green glass, amber glass, clear glass, #1 through #7 plastic containers, aluminum cans, steel cans and cardboard. Any deviations from this list should be noted on the proposal.
- Encourage recycling through a variety of programs.
- Proposals shall indicate the pricing for collection at the curbside.

E. Receptacles

- Provide and distribute 95 gallon garbage and 65 gallon recycling receptacles to all current and future City of Flowery Branch solid waste customers that choose the service.
- Receptacles shall be provided at no cost to the customer and shall be maintained in good working order by the selected company. If additional garbage or recycling receptacles are requested by the customer, or if the customer chooses

to increase or decrease the size of the recycling receptacle, the fee, if any, should be indicated on the proposal.

- Work with the City of Flowery Branch regarding the receptacle design and color options prior to ordering. (City logo not required)

F. Transition of Current System

- Provide a timeframe and method to transition solid waste services from the City of Flowery Branch to the selected company.

G. Billing & Customer Service

- The selected company will invoice the individuals that choose to have service.
- Any additional fees incurred for special pick-ups of refuse or yard trimmings will be billed directly to the customer by the selected company.
- The selected company must have customer service associates available Monday – Friday between 8:00 A.M. – 5:00 P.M. to answer calls from customers.

H. Equipment

- The selected company will use single axle trucks on Flowery Branch streets, and may use tandem axle trucks on Hall County or State of Georgia roadways.
- Trucks servicing the City of Flowery Branch should be no older than 5 years old.

Article 6. Scope of Services – Alternate Proposals

- The City is requesting proposals from firms for the following items. Proposals for these services will be made individually by line item and are not considered part of the base proposal. The City reserves the right to accept any individual alternate proposal in its entirety or to accept any portion thereof.

A. Community Events

The City's Public Works Department often provides solid waste services for special community events, both public and private. The selected company should be available to work with the community and provide any necessary solid waste services, including both garbage and recycling. The company would negotiate a fee for the services with the event organizer. Proposals should include an hourly rate for solid waste services for City sponsored events.

B. The City will be provided, upon request, a list of current addresses within the City that are utilizing the contractors' services.

C. Proposers are to provide a price for bulk pick up services at will when the customer contacts the service company.

Article 7. Submittal Requirements

The opening and reading of the proposal shall not be construed as an acceptance of the proposer as a responsive, responsible proposer. The City reserves the right to determine the competence and responsibility of a proposer from its knowledge of the proposer's qualifications or from other sources.

Submission of seven (7) copies of the following data, along with the Proposal Response Form, is required in order to determine whether a proposer is a responsive, responsible proposer.

Company Information

This section should include a description of the company, including the company history, office locations and company executives. Provide evidence the company is in good standing under the laws of the State of Georgia. Personnel that will be assigned to manage the contract should be clearly identified, including their team roles and qualifications.

This should also provide evidence in form and substance satisfactory to the City, that the company (or company's subsidiaries or affiliates) has been in existence at least five (5) years and possesses no less than five (5) years actual operating experience in solid waste collection and disposal; or meets acceptable, equivalent qualifying experience. Also, company possesses no less than two (2) years recyclable materials collections, marketing experience and utilization of a facility for processing of recyclable materials.

Scope of Services

This section should address the proposed method for satisfying the items listed under the Scope of Services. The narrative should include detailed descriptions for the collection and disposal of garbage, refuse, yard trimmings and recyclables. The narrative should specifically address any deviations from the current City collection practices and/or deviations from the Scope of Services. If partnering with other firms is proposed, identify project team members and roles for all participants. Proposals should identify a timeline and method for transitioning services from the City to the selected company.

References

Provide at least three (3) references with contracts similar in size & scope. References should contain the name of the organization for which the services were provided, a brief description of those services, number of customers served, and a name and address of a contact person.

Financial Statements

Financial statements of the company for the past three (3) years must be submitted for review. The statements should be certified by a certified public accountant.

Certificate of Insurance

Each proposal must be accompanied by either a certificate of insurance evidencing the coverage amounts specified in Article 12 and Article 13 or a signed statement that the company understands the insurance requirements specified in Article 12 and Article 13 and will comply with those requirements if selected. The selected company will be required to have insurance prior to the execution of a contract and throughout the duration of the contract.

Disposal Site

The proposal shall include evidence reasonably satisfactory to the City that the company, if awarded the contract, will have the right to use a valid disposal site(s) under and for the duration of the contract.

Proposal Response Form

The attached Proposal Response Form must be completed and submitted along with the other information requested.

Other

Other such additional information deemed necessary by the proposer, or specifically requested by the City, that will satisfy the City that the proposer is adequately prepared to fulfill the contract.

Article 8. Selection Criteria

The following criteria will be used to evaluate this proposal:

Proposals will be compared on the basis of the total cost amounts and specific unit prices given the relative financial benefits to both citizens and the City (50%). Additional criteria for award will be the experience of the proposer in the market and the quality and number of references provided by the proposer (20%), the ability of the proposer to perform the services and the proposer's financial viability and stability (20%), compliance with the RFP (5%) and the proposed transition method and time frame to begin service (5%). Price will not be the sole criteria for awarding the bid.

Article 9. Estimated Schedule of Key Activities

Advertise Request For Proposals	April 5, 2022
Mandatory Pre-Submittal Meeting	April 21, 2022 at 2:00 p.m.
Submittals Due	April 28, 2022 at 10:00 a.m.
Review of Submittals	April 28, 2022 to April 29, 2022
Interviews by Selection Committee	May 2, 2022 to May 4, 2022
Recommendations to City Council	May 5, 2022
City Council Selection	May 19, 2022
Project Start	July 1, 2022

Article 10. Method of Award

A committee will review all proposals received by the City based on the selection criteria previously mentioned and the responsiveness to the RFP. If directed by the City Council, selected proposals will be short-listed and chosen to advance to a second round consisting of presentations and an interview before a formal selection committee. Based on those

interviews, the selection committee will rank the short-listed firms and enter into negotiations with the top selected company. If negotiations with the first company are unsuccessful, the City may elect to enter negotiations with the second ranked company. The award of a contract to the selected provider will be made by a vote of the City Council.

The City reserves the right not to accept any proposal or portion of any proposal or to reject any or all proposals. The City also reserves the right to accept any portion of the RFP.

Article 11. Disqualification of Proposals

Although not intended to be an exhaustive list of causes for disqualification, any one of more of the following causes, among others, may be considered sufficient for the disqualification of a company and the rejection of its proposal:

- A. Evidence of collusion among proposers;
- B. Lack of competency as revealed by either financial statement, experience or equipment statements as submitted or other reports;
- C. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted;
- D. Default on a previous contract for failure to perform;
- E. Failure to complete price proposals for each of the different service schemes set out in the Proposal Response Form.

Article 12. Insurance

Prior to the execution of a contract by the City, the selected company must have all insurance required under this paragraph. The City must be named as additional insured on all policies (except workers’ compensation).

- A. A Certificate of Insurance, reflecting evidence of the required insurance, shall be filed with the City Manager prior to the commencement of the work. These certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least 30 days prior written notice has been given to the City.
- B. Insurance shall remain in force until all work required to be performed under the terms of the contract is satisfactorily completed, as evidenced by the formal acceptance by the City. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, the selected company shall furnish, at least 30 days prior to the expiration of such insurance, a renewal certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect. The selected company shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.
- C. Required insurance and limits will include:
 - 1. Workers’ Compensation Statutory Minimum \$100,000/accident
 - 2. Employers Liability \$1,000,000

3. Bodily Injury Liability	\$1,000,000
4. Except Automobile	\$1,000,000 aggregate
5. Property Damage Liability	\$1,000,000 each occurrence
6. Except Automobile	\$1,000,000 each occurrence
7. Automobile Bodily Injury	\$1,000,000 each person
8. Liability	\$1,000,000 each occurrence
9. Automobile Property Damage Liability	\$1,000,000 each occurrence
10. Excess Umbrella Liability	\$2,000,000 each occurrence

D. The insurance policies shall have no right of recovery against the City of Flowery Branch for losses which arise from the work performed pursuant to this RFP or any subsequent contract.

Article 13. Performance Bond

The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the annual revenue of the Contract. The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Article 14. Terms of the Contract

If the City decides to enter into a contract with the selected company, the terms of the contract will be for a period of five (5) years, renewed annually by the City Council.

Article 15. Cost of Living Adjustment

If the City decides to enter into a contract with the selected company, the company may petition the City Council for a Cost of Living Adjustment following the completion of the third year of the contract. The fees may be adjusted upward or downward to reflect changes in the cost of doing business, as measured by fluctuations in the Consumer Price Index/All Urban Workers (the "CPI") by petition to the City or by the City. Effort will be made by the petitioner to present the CPI numbers which most closely reflect the City's geographic region and that have been compiled by a generally accepted source (i.e. federal/state government or university).

If the company elects to petition the City Council for a Cost of Living Adjustment following the completion of the third year of the contract, fluctuations in the CPI will be calculated by comparing the CPI in the third year with the CPI for the same amount in the first year of the contract. After the initial petition, any additional petitions for a Cost of Living adjustment

shall calculate CPI fluctuations by comparing the CPI in the current year with the CPI for the same month as the previous year.

The approval of any Cost of Living Adjustment is at the discretion of the City Council. If the City does not grant the Cost of Living Adjustment, the Contract will remain in full force and effect. Pricing shall remain in effect if the selected company is sold, acquired or merged with any other company during the terms of the contract.

Article 16. Ownership of Garbage, Refuse, Yard Trimmings and Recyclables

The selected company will accept ownership of garbage, refuse, yard trimmings and recyclables at the point in time in which the company collects these items from the customer.

Article 17. Collection Time

Collection of garbage, refuse, yard trimming and recyclables shall begin no earlier than 7:00 A.M. and end no later than 6:00 P.M., on a day or days specified by the contractor. Exceptions will be made for holidays, inclement weather and emergency situations.

Article 18. Materials

The contractor is responsible for all labor, materials and equipment that are necessary to complete the job as outlined in the Scope of Service.

Article 19. Changes in the Law

The contractor shall perform its services in accordance with the requirements of Federal, State and Local law. The City of Flowery Branch reserves the right to revise the Contract if the contractor provides information that additional service or service under different conditions is necessary due to a change in the law.

Article 20. Unforeseen Changes or Costs

The company or the City may petition the other for rate adjustments on the basis of any unforeseen changes in the cost of doing business such as changes in the law or significant increases in fuel for an extended period of time. Any petition must be documented with all applicable information. The approval of a petition by the company is at the direction of the City Council. If the City does not grant the rate adjustment, the Contract will remain in full force and effect.

City of Flowery Branch, Georgia
PROPOSAL RESPONSE FORM

This form must be completed and signed for proposal to be considered.

Postal Return Address:

Courier Delivery Address:

City of Flowery Branch
City Hall
P.O. Box 757
Flowery Branch, GA. 30542

City of Flowery Branch
City Hall
5410 W. Pine St.
Flowery Branch, GA 30542

The Following Proposal Response Forms are attached:

	Yes	No
1. Base Proposal Form	_____	_____
2. Alternate Proposal Form	_____	_____
3. Proposal Response Form	_____	_____

Comments/Terms/Special Conditions:

Having read and responded to all attached specifications, the undersigned offers the above quoted prices, terms and conditions.

Signed, sealed, and delivered
In the presence of:

(Name of Company)

Unofficial Witness

By: _____
(Person authorized to sign binding contract)

Title: _____

Notary Public
Commission Expires: _____

Attest: _____
(Officer of Company if Corporation)

Title: _____

City of Flowery Branch
RFP Solid Waste Management Services
BASE PROPOSAL

SOLID WASTE COLLECTION & DISPOSAL

\$ _____ per month _____ *Garbage 1 x Week, Recycling Curbside,
Refuse & Yard Trimmings*

ADDITIONAL FEES

Fee for Additional Garbage Receptacle, If Requested By Customer

\$ _____ per month / per can

\$ _____ per month / per recycle bin

Additional Collection Fee for Yard Trimmings, If Any

\$ _____ per cubic yard exceeding _____

Additional Collection Fee for Refuse Bulk Items, If Any (circle which applies)

\$ _____ per item / per load / per _____

Refuse Items Requiring Additional Collection Fee

Comments/Terms/Special Conditions, If Any

RESPONSES ON THE FORM MUST BE TYPED.

City of Flowery Branch
RFP Solid Waste Management Services
ALTERNATE PROPOSALS

EMERGENCY ASSISTANCE

Emergency Assistance to the City, when requested

\$ _____ per hour

COMMUNITY EVENTS

Solid Waste Assistance for City Sponsored Community Events

\$ _____ per hour

**BULK PICK UP
SERVICES**

As requested

\$ _____ per hour

Comments/Terms/Special Conditions, If Any

RESPONSES ON THE FORM MUST BE TYPED