



REQUEST FOR PROPOSAL/ SOLID WASTE DISPOSAL AND RECYCLING SERVICES BEGINNING FY2020





"The Town of Kersey seeks to provide exceptional service to our residents and businesses, while embracing the history, culture, and community spirit our Town was founded upon."

ORGANIZATIONAL OVERVIEW

Approximately three miles east of Greeley, the Town of Kersey is home to nearly 1600 residents with top-notch educational institutions, business opportunities, and enhanced indoor and outdoor recreational opportunities. In conjunction with Weld County and our neighboring municipalities, Kersey is part of an effort to preserve our heritage and open space while offering new residents and commercial interests the opportunity to live and flourish. The Town offers a full-time staff of dedicated professionals and the seven-member Board of Trustees provides policy and direction for the Town. Kersey operates under a council-manager form of government with an annual operating budget of approximately \$4m.

NOTICE TO BIDDERS REQUEST FOR PROPOSAL

The Town of Kersey is requesting proposals from providers of solid waste disposal and recycling services.

Request for Proposals (RFP) must be received prior to **2:00 P.M., on October 22, 2019**. RFP's must be submitted in a sealed envelope, marked with the RFP title, and returned to the Town of Kersey by either:

Regular mail: **Town of Kersey, P.O. Box 657, Kersey, CO 80644**

By hand delivery: **Town of Kersey, 332 3rd St., Kersey, CO**

Proposals received later than the designated time and specified date will not be considered. Facsimile (FAX) or email copies of the proposal will not be accepted.

The Town reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Questions about the RFP should be directed to Christian Morgan, Town Manager, phone (970) 353-1681 or email cmorgan@kerseygov.com.

SCOPE OF WORK

The Town of Kersey desires to contract with one vendor to pick up and dispose of solid waste and recyclable materials from Town addresses within Town boundaries, as provided by the Town. The service will generally include residential and limited commercial customers only. Pick-up locations range from on-street to alley locations. The Town currently has 407 residential customers. The total annual cost for all solid waste and recycling based on the number of customers for FY14-18 averaged \$49,805.

The Town may also host an annual event where multiple (10-15) large dumpsters are requested at a pre-determined site. The Town has historically paid between \$350-\$375 for each dumpster to be brought to the site and later removed when full.

The tentative Town of Kersey 2020 budget will commence January 1, 2020. The anticipated start date for

services will be January 7, 2020.

TOWN-WIDE SOLID WASTE MANAGEMENT

Generally, the Town requires a waste pick-up at each customer location every Tuesday for solid waste and bi-weekly on Tuesdays for recyclable materials.

Proposals must be maintained as required under all applicable requirements. Additionally, the contracted company shall change any bin, provide any cover, and provide lock bars within 48 hours of any request by the Town staff. Upon a 24-hour notice, the Town may reduce or increase the number of pick-ups for each bin and the Town will be obligated to pay only for bin services actually received. Bins will be provided by the awarded vendor.

TOWN-WIDE RECYCLING PROGRAM

The Town currently utilizes recycling bins for solid waste and mixed recyclables including cans, glass, plastic, mixed paper, cardboard and newspaper.

The Town requests that Bidders include within their proposals specific recycling recommendations for the Town's Recycling Program. These recommendations may be suggestions for consideration which would allow the Town to potentially improve its Recycling Program, enhance conservation, and improve the quality of the environment and potentially save money.

Terms and Conditions of Proposal

The normal schedule of collections shall be arranged so that the collection at any site will be at the same hour of the day on the same day of the week in each succeeding week. All sites must be serviced after 7:00 am and before 5:00 pm.

Contractor shall at all times provide sufficient personnel and suitable equipment to maintain the established schedule of collections. All equipment shall meet all highway travel standards, shall not be excessively loud, and shall not leak excessive fluids of any kind as determined by the Town.

The contractor shall pick up and dispose of waste materials and recycle products during the then current calendar according to the agreed upon service schedule. This schedule may be amended from time to time to reflect changes in the Town's requirements and will become part of the agreement for this service. The service schedule lists estimated current needs, but the Town reserves the right to change by increasing or decreasing bin size, frequency of pick-ups according to Town needs, and customer counts. Fees for services shall be equitably adjusted to reflect changes in bin sizes or frequency of pick-ups.

Two weeks prior to the start of the contract, contractor shall be allowed to place bins in the required locations. The contractor shall furnish covered (hinged at the rear) containers (bins) of the type, size, and quantity specified by the Town, and maintain them in a state of good repair and cleanliness. All trash bins are to be equipped with proper two (2) wheels. Bin design and cleanliness shall be in accordance with all applicable rules and regulations of all government agencies including the Town of Kersey and County of Weld. The Contractor will provide a locking bar, locks and keys to bins if requested by Town staff.

All bins supplied by the contractor shall be steam cleaned inside and out, disinfected and deodorized as often as required, but not less than once per year, to assure that all bins are sanitary. The contractor shall replace bins that the Town considers unsafe or unsanitary within 24 hours of the Town's request. Bins must be leak proof.

At the end of each month, an itemized statement and two copies of invoices shall be sent directly to the Town of Kersey, P.O. Box 657, Kersey, CO 80644. Invoices must show the number of bins where service was provided and the number and dates of pick-ups per week.

Special pick-ups shall be coordinated directly with the customer with such coordination and payment made directly between the customer and the contractor.

Payment will be made monthly by the Town within thirty (30) days of receipt of a proper, undisputed invoice, in accordance with the terms set forth in the contract. Deductions will be made for service missed and not made up.

The contractor will secure and pay for all necessary licenses, permits taxes, fees, and any other costs which are required by town, county, state and federal government or agencies for the performance of solid waste collection and disposal and recycling services for the Town.

Subject to approval by the Town Board of Trustees, it is anticipated that the Town will award a one (1) year contract with four (4) additional one-year extension periods which shall be options exercisable at the sole and exclusive discretion of the Town. Accordingly, Bidders must propose base pricing for five (5) years. The selected contractor and the Town shall enter into a Master Services Agreement prepared by the Town.

INFORMATION TO BE INCLUDED WITH PROPOSAL

Bidders shall submit the following information:

- a. Cost of collection and disposal of SOLID WASTE per:
 - i. Bin and size
 - ii. Quantity of pick-ups per week
 - iii. Collection schedule
 - iii. Pricing basis for five (5) years

- b. Cost for collection and disposal of RECYCLING per:
 - i. Bin and size
 - ii. Quantity of pick-ups per week
 - iii. Collection schedule
 - iv. Pricing basis for five (5) years
 - v. Suggestions to the Town for its recycling program

Other Required Information:

- a. Certification of approval for solid waste collection and disposal and recycling of material.

- b. Detailed description of the proposed plan for both solid waste and recycling program, methods,

and exact location of disposal or recycling center.

- c. A description of Bidder's ability to fulfill this potential contract, including information regarding past experience with similar service, equipment and facilities, quantity and qualifications of personnel, financial capacity, and other relevant information.
- d. Description of Bidder's ability and past experience in complying with all local, state and federal health and safety laws and regulations.
- e. Ability to Complete the Scope of Work: Contractors should comment on their ability to complete the scope of work listed below, being sure to list any items they do not feel they would be able to complete, and any additional items they can provide above the scope.
- f. Detailed Explanation of Costs: Explain in detail how costs are calculated and what the Town of Kersey can expect to pay for the services provided.
- g. References: Include a minimum of three (3) references for the Town of Kersey to contact. At least two references should be a former client.

INSURANCE

The Contractor agrees to procure and maintain, at its own cost, the following policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this contract by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall cause each subcontractor of the Contractor to procure and maintain or insure the activity of Contractor's subcontractors in Contractor's own policy, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder through the term of this contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- a. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of services under this contract, and Employers' Liability insurance with minimum limits of \$500,000 each accident, \$500,000 disease - policy limit, and \$500,000 disease - each employee.
- b. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The coverage shall be provided on an "occurrence" basis as opposed to a "claims-made" basis. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

- c. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.
 - d. Umbrella/Excess Liability insurance on an occurrence basis in excess of the primary Comprehensive General Liability, Comprehensive Automobile Liability and Employer's Liability insurance. Coverage to be provided on follow form basis, with limits no less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence.
- B. The policies required above, except for the Workers' Compensation insurance, and Employers' Liability insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- C. Prior to the commencement of services, certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify by name the project or services as indicated in this contract, in form acceptable to the Town. Every policy of insurance shall provide that the Town will receive notice no less than thirty (30) days prior to any cancellation, termination or material change in such policy. In addition, the Contractor shall immediately provide to the Town upon Contractor's receipt any notice of cancellation, termination or material change received by Contractor concerning the required insurances. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. The Town may, at its election, withhold payment for services until the requested insurance policies are received and found to be in accordance with this contract.
- D. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- E. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

EVALUATION CRITERIA

The Town will utilize the proposal following evaluation criteria generally consisting of:

Qualifications and Service capabilities	(0-25 points)
Experience and past performance	(0-20 points)
Quality of Service/Customer Service	(0-20 points)
Cost	(0-35 points)
Maximum Total Points = 100	

A Town Proposal Evaluation Committee will determine which, if any, proposal is in the Town's overall best interest to accept. Using the established criteria, the committee members will utilize a scale of 100 points to score the proposals. During the evaluation process, the Town may request proposal clarifications, explanations and answers, best and final offers, interviews, and other information from a Bidder. The Town may request a Bidder to make a presentation and make itself available for an interview. Subject to approval by the Board of Trustees, it is anticipated that a contract will be made with the Bidders whose proposal is determined by the Town to be in the overall best interest of the Town by applying the evaluation criteria established in this RFP.

Evaluation Criteria: The following factors will be considered when evaluating the proposals. The factors are not listed in order of importance.

- Qualifications of firm
- Qualifications and experience of the staff to be assigned to the project
- Ability to meet the Scope of Work
- Project cost
- Services beyond the Scope of Work
- References

The Town reserves the right to accept a proposal and enter into an agreement as a result of the initial proposals received, or alternatively, it may elect to conduct negotiations with those Bidders as determined by the Town, to be within an acceptable competitive range, or alternatively, to negotiate separately with any Bidders when it is determined to be in the best interest of the Town. In addition, the Town may request that Bidders provide a best and final offer. The Town may negotiate any proposal or best and final offer at any time after the deadline for the submission of proposals.

The Town may request to meet with the Bidder's authorized representative to request answers and clarifications or it may request that the Bidders answer specific questions in writing, or to make a presentation to the Town staff or to its Board of Trustees.

The Town may reject any or all proposals and may waive informalities and minor irregularities in any proposal received.

ADDITIONAL INFORMATION

AMENDMENTS: Bidders are advised that the Town reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Bidders known to have received a copy of the RFP. If, in the

sole and absolute discretion of the Town, the change is of such nature that additional time is required for Bidders to prepare proposals, the Town will change the due date deadline and notify all known Bidders in writing of the revised due date.

Bidders must acknowledge receipt of any and all RFP amendments. This shall be acknowledged in the cover letter or proposal or by signing and returning a copy of the amendment. Regardless of the delivery method employed by the Bidders, acknowledgement of receipt of amendments must be actually received by the Town prior to the specified deadline for the submission of proposals. Failure to acknowledge in writing the receipt of any amendments may result in the rejection of Bidder's proposal.

VALIDITY OF FIRM PROPOSAL/OFFER: Each proposal/offer must be a firm irrevocable offer, and remain open and valid for Town acceptance for ninety (90) days after proposal opening.

SUBMIT HARD COPY PROPOSAL: Telegraphic, facsimile or electronic offers will NOT be accepted

MODIFICATION OR WITHDRAWAL OF PROPOSAL: A Bidder may modify or withdraw a proposal after submission by written notice of withdrawal or by written notice of withdrawal and re-submission of a proposal provided that the proposal withdrawal is prior to the due date specified for submission of proposals.

LATE PROPOSALS: No proposal or proposal modification received after the time and date listed will be considered.

INFORMATION REQUIRED OF BIDDERS: The Bidders shall furnish all the following information accurately and completely. Failure to comply with this requirement may cause a proposal to be rejected.

During the evaluation process, the Town of Kersey reserves the right to request additional information or clarifications from bidders and the right to reject any or all proposals. The costs of developing proposals are entirely the responsibility of the individual or consultant, and shall not be charged in any manner to the Town of Kersey.

