



City of Munford, Tennessee

1397 Munford Avenue

Munford, TN 38058

City Hall (901) 837-0171

REQUEST FOR PROPOSAL

RESIDENTIAL TRASH COLLECTION AND DISPOSAL SERVICES

Notice is hereby given that the City of Munford, Tennessee is soliciting proposals from interested and qualified firms for services for residential waste collection and disposal within the city limits of Munford. Currently, there are approximately 1,460 residential accounts served by the City's current waste collection service. The current service picks up trash once per week and does not include recycling.

All proposals should be delivered by hand, courier service, mail to Peter Colin, City Manager, Munford City Hall, 1397 Munford Ave., Munford, Tennessee 38058.

Proposals should be received by 4:00 p.m. September 4, 2018. Questions concerning this request for proposal may be directed to Peter Colin at (901) 837-5953. The City reserves the right to accept a proposal by email if so requested by a Respondent to this RFP.

City of Munford reserves the right to accept or reject any and all proposals in completely or in part, and to waive all informalities and to award the proposal that it determines to be in the best interest of the City.

The Issuing Office for the RFP is: Munford City Hall, 1297 Munford Avenue, Munford, TN 38058 telephone (901) 837-0171 (office) email: pcolin@munford.com.

The RFP Documents also may be examined at City of Munford, City Hall, 1397 Munford Avenue, Munford, Tennessee, (901) 837-0171, Mondays through Fridays between the hours of 8:00 A.M. to 5:00 P.M.

1 PURPOSE AND OBJECTIVE

The City of Munford Tennessee (hereafter “City”) is seeking proposals from qualified firms for residential waste collection and disposal services within the city limits of Munford. Currently, there are approximately 1,460 residential accounts served by the City’s current waste collection service. The current service picks up trash once per week and does not include recycling.

2 THE CITY OF MUNFORD, TN

Munford, Tennessee, twenty-five miles from Memphis, is a residential town with a population of approximately 6,100. Munford also provides utility services (natural gas, water, wastewater collection and treatment) to the neighboring towns of Atoka (population 10,000) and Brighton (population 1,500) and a small portion of the unincorporated area of Tipton County.

On January 1, 2014, the City (for the first time) began offering residential trash collection services as an addition service within the utility services it already provided (water, sewer and natural gas). At that time, the City entered into a contract with Republic Services (“contractor”) and established the City and its contractor Republic as the exclusive provider of residential trash collection services within the City. The term of current contract with Republic ends on Dec. 31, 2018 (the end of this calendar year).

This service started with 1,240 accounts and has since grown to 1,460 at the time of this RFP.

When the service was initiated in January 2014, existing residents of Munford were given the option to “opt-out” of the service. However, starting in January 2014, all new Munford residents were (and still are) required to become active accounts for the service.

In the Fiscal Year that ended June 30, 2018, the City’s residential trash collection account base increased by 68 accounts (net).

3 Scope of SERVICES

Qualified contractor/vendors are invited to submit proposals for the following tasks:

- 1) Provide an efficient and economical once weekly service of curbside collection of solid waste for residential customers within the City limits.
- 2) Except for physically disabled residents, the City requires residents to deliver the receptacles (95 gallon cart/roll out) to the curbside for collection and return empty receptacles to the usual place of storage.
- 3) Physically disabled persons may request in writing to receive service whereby their waste containers (roll out cart) are moved by the Contractor from a convenient location to the curbside for pickup (note: currently the City has 14 accounts in this status). The resident will not incur any additional cost for this service. The City will furnish Contractor with a list of all physically disabled residents requiring this service.
- 4) Collect and transport the collected solid waste to the Contractor's designated disposal site, which must be a properly licensed waste disposal facility.
- 5) Collection Schedule. The City prefers collection to occur on no more than two consecutive "Pickup Days" between the hours of 7 am and 7 pm. Our current collection days are Wednesday/Thursday with the southern routes (south of Munford Ave.) collected on Wednesday, and the northern routes (north of Munford Ave.) collected on Thursday. The City would prefer the actual collection days to be Tuesday/Wednesday, and will also consider collection just one day (but not Friday).
- 6) Holidays. The City and Contractor will agree on reasonable adjustments to the Pickup Days in consideration of national holidays. Currently, this involves a one-day "push back" of the normal Pickup Day(s) on the week when a holiday occurs.
- 7) Missed Collections and Complaints. Please explain your approach when regularly scheduled collection(s) are missed and/or complaints are received by either the City or the Contractor.
- 8) Roll Out Cart Delivery and Repair/Replacement of Damaged Roll Out Carts. Please present your approach to the timely delivery of Roll Out Carts, the repair/replacement of damaged Roll Out Carts.
- 9) Transition of Services. Please explain your approach and process for handling the transition from a previous waste collection contractor to your Service.
- 10) Communications. Please explain your approach to communications with the City and the customer.

4 Evaluation of Proposals

The City will be placing considerable operational reliance and financial responsibility on the Contractor selected. The City will assess the qualifications, experience and commitment of the proposing organization to ensure a successful project, relationship and commitment.

Proposals will be evaluated based on the value created for the City's assets, the price of renovation services, the ability of the Respondent to meet the City's requirements, the reliability and financial stability of the Contractor, the Contractor's expertise/experience in providing comparable services to small municipalities, and the quality of the Respondent's proposal.

If the City determines that more than one of the proposals meets the requirements of the City, it may enter into negotiations designed to lead to the execution of a Contract. Such negotiations may include a face-to-face meeting with the City at a place of its choosing, most likely Munford, TN.

The City's evaluation of proposals is intended to result in a recommendation to the City's board of Mayor and Alderman for approval of a services agreement with the recommended Respondent.

The evaluation criteria shall include:

1. Company history, experience and resources
2. Project Plan and Processes (Schedule, Equipment Staffing, etc.):
 - a. Schedule: an estimated schedule (Project Start Day and Project End Date, etc.)
 - b. Equipment, Process, Staff, Communications and Support
 - c. Transition
 - d. Other factors: address any other factors you consider important
3. Pricing, payments, terms and conditions. Please provide a pricing and payment schedule. The City is willing to consider a multi-year Contract Term, or alternative Term proposals. Please include information on your company's Liability Insurance coverage (see Exhibit A).
4. Familiarity with local conditions.
5. A Reference List the City may contact.
6. Sample/Draft Contract for City review. Please provide a sample contract draft for review.
7. Optional Services. The City will review and consider optional services, such as recycling and commercial trash collection.

5 Contract Documents

Prior to awarding the contract, a project contract will be drafted by the parties, to include Drug-Free Workplace Affidavit, General Conditions, Supplementary Conditions. If the City deems it appropriate, the City may request – or require -- a Performance Bond and/or Payment Bond.

6 Process and Administrative

Close Date: September 4, 2018 at 4:00 pm CST.

Submit proposals in hardcopy or electronic form to:

Peter Colin, City Manager
City of Munford
1397 Munford Ave.
Munford, TN 38058
Email: pcolin@munford.com
Office: 901-837-5953

Direct all questions regarding this RFP to:

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At the outset of the proposal the Respondent shall include its organization name and address, and the name, phone number, and e-mail address of a contact person should the City have questions about the proposal.

The proposal shall include the Respondent's authorized representative with title and contact information.

The proposal shall state the date through which it remains valid.

Revisions: should the City determine in its sole discretion to revise any part of this RFP prior to the Close Date, the revisions will be provided in writing to all Respondents. The City may also, in its sole discretion, extend the Close Date to an alternate date of its choosing to allow all Respondents to consider and respond to a revision, and will advise all Respondents of such in

writing. It is the sole responsibility of the Respondent, prior to the Close Date, to ensure they have received all revisions pertaining to the RFP.

Extensions Requested by a Respondent: Extensions to the Close Date will only be considered requested by a Respondent no less than seventy-two (72) hours prior to the Close Date. An extension may only be granted by the City in its sole discretion and may be granted to all Respondents as a result of such request.

Return of Proposal: A Proposal, accompanying materials and any revisions or amendments thereto which are submitted by the Respondent(s) are the property of the City and will not be returned.

Release of Respondent Information: The City reserves the right to publish the names of Respondents, if deemed appropriate.

Liability for Errors: The City and/or its agents shall not be held liable or accountable for any error or omission in any part of this RFP or response to any questions of Respondents, and the Respondent hereby releases the City, its employees and agents from any such liability whatsoever.

Preparation Costs: any and all preparation costs incurred by the Respondent in developing Proposals, presentations, demonstrations, or any other activity related to Respondent's response to this RFP (including attending site visits), are solely the responsibility of the Respondent.

Proposal Validity: to enable the City to complete its evaluation and approval processes, Proposals submitted shall remain valid for a period of not less than one hundred eighty (180) days, with the exception of the indicative commodity pricing.

City of Munford DISCRETION. The Respondent hereby acknowledges that:

- a) The process will be used to obtain proposals from qualified contractors. This will allow the City to review proposals and enter into negotiations with the Respondent whose proposal is evaluated as most advantageous to the City.
- b) The City is not committed, by virtue of this request for proposal, to award a contract for services, or to pay costs incurred in the preparation of any proposal. Proposals submitted become the property of the city, however, the City will strive to maintain confidentiality of the proposals, but Respondents acknowledge that this is not a guarantee of confidentiality and the City must abide by existing "Sunshine" and open meetings laws of the State of Tennessee.
- c) The City shall have unrestricted rights to reject any or all proposals contained herein, to waive any formalities and technicalities, and to select the proposal which, in the City's sole unrestricted discretion deems most advantageous to it. The City reserves the right to award a contract based on proposals received without further discussion or negotiation. The City reserves the right to accept other than the lowest priced offer/proposal.

- d) The City further reserves the right to make such investigation as it deems necessary, to determine the capability of the Respondent to furnish required services, and Respondents shall furnish all such information for this purpose as the City may reasonably request.

- e) The City reserves the right to consider, during the evaluation of Proposals:
 - 1) information provided in the Proposal itself;
 - 2) information received in response to inquiries of credit and industry references set out in the Proposal;
 - 3) the manner in which the Respondents provides services to others;
 - 4) the experience and qualification of the Responder;
 - 5) such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise,
 - 6) splitting the RFP and Project Scope into multiple parts and accepting Proposals (or portions thereof) from more than one Responder.
 - 7) rejecting Respondent's recommendation of an appraiser, Subcontractor or any other third party associated with the Proposal and jointly along with the Respondent determine alternate acceptable third parties; and
 - 8) any other consideration in the City's discretion.

- f) The City may rely upon the criteria it deems relevant, even if such criteria has not been disclosed to Respondent. By submitting a Proposal, the Respondent acknowledges the City's rights under this Section and absolutely waives any right or cause of action against the City and its employees, or agents by reason of the City failure to accept the Proposal submitted by the Respondent, whether such right or cause of action arises in contract, tort including negligence or otherwise;

- g) The City shall not at any time have any obligation to deal exclusively with the Respondent; and

- h) The City expressly reserves its rights, in its sole discretion, to seek a Proposal regarding the subject matter hereof, from any person whomsoever and at any time.

LIMITATION OF LIABILITY

Respondent, by submitting a Proposal to this RFP, agrees that it will not claim damages, costs or expenses for whatever reason, relating in any way to this RFP and any resulting process (including without limitation any subsequent discussions or negotiations, if any, or in respect of any competitive process) and waives any and all claims against the City of Munford whatsoever, whether for costs, damages or expenses incurred by Respondent in preparing its Proposal, in participating in this RFP process (including without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this RFP and any resulting process, discussions or negotiations.

EXHIBIT A: RECOMMENDED INSURANCE AND SAFETY COVERAGE

- 1.01 All requirements of the Occupational Safety and Health Act and recommendations of the insurance carrier shall be heeded by the Contractor.
- 1.02 **INSURANCE COVERAGE:** The limits of liability for the insurance required in the General Conditions shall provide coverage for not less than the following amounts or greater where required by law:
- A. **Workman's Compensation:** Insurance required in connection with the performance of the work:
 - 1. State: Statutory
 - 2. Applicable Federal: Statutory
 - 3. Employer's Liability: \$100,000

 - B. **Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protection; Products Liability and Completed Operations; Broad Form Property Damage):**
 - 1. Bodily Injury (including completed operations and products liability): \$1,000,000 each occurrence; \$2,000,000 annual aggregate
 - 2. Property Damage: \$1,000,000 each occurrence; \$2,000,000 annual aggregate
 - 3. Property Damage Liability insurance will provide explosion, collapse and underground coverages.
 - 4. Personal Injury, with employment exclusion deleted.

 - C. **Comprehensive Automobile Liability:** Insurance shall cover all owned, non-owned, and hired motor vehicles subject to the following limits:
 - 1. Bodily Injury: \$1,000,000 each person; \$1,000,000 each occurrence
 - 2. Property Damage: \$1,000,000 each occurrence

 - D. **Contractual Liability:**
 - 1. Bodily Injury: \$1,000,000 each occurrence
 - 2. Property Damage: \$1,000,000 each occurrence; \$1,000,000 annual aggregate

E. Umbrella Excess Liability: \$1,000,000 Single Limit Bodily Injury and Property Damage.

The Contractor shall carry the above-mentioned minimum coverage for the life of the construction project. This coverage may be in the form of a special policy or an Endorsement on the basic policy of the Contractor and additional costs (if any) to Owner will be included in the original Contract Total Bid Amount.

Contractor agrees to purchase such insurance from companies acceptable to Owner, to furnish Owner upon request from time to time with satisfactory evidence that such insurance is being properly carried, and to furnish the Owner and the Engineer with Certificates of Insurance of all policies and/or Endorsements before Owner will issue an order to commence Work.

All Contractor's insurance policies shall name the Owner, Contractor, Subcontractor(s), Engineer, and Engineer's Consultants on the Certificates of Insurance as additional insured.

All insurance policies shall provide that no cancellation or modification of the policy or Endorsement shall be effective until thirty (30) days following the mailing of written notices of such cancellation to the Engineer and to the Owner.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.