

CITY OF HEBER SPRINGS

Residential Yard Waste Collection Program –

Request for Proposals (RFP)

(Exhibit A)

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# Section 1- Requests for Proposals

#### Request for Proposal

The City of Heber Springs, Cleburne County, Arkansas (hereinafter referred to as "City") is seeking proposals for a residential yard waste collection and disposal service program with an initial term from January 1, 2023, through December 31, 2027. This Request for Proposal (RFP) document describes in detail the City’s objectives and criteria for the establishment of a yard waste collection and disposal service program, as well as the anticipated review and selection process.

The company (hereinafter referred to as "Contractor") providing a proposal for such services shall submit a sealed proposal in accordance with the specifications of this RFP document.

#### Contract Document

It is the express intent of the City that all specifications as outlined in this RFP, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Contractor.

Any exclusive franchise contract granted will incorporate the content of this RFP, also referred to as Exhibit A, as the basis for the terms of service.

#### Contents of Proposals

* 1. Provide an executive summary of the contractor which includes the company's name, address, phone/fax numbers and website address as well as a description of the company's experience including relevant experience servicing municipalities.
  2. Provide contact information for the person submitting the company's proposal, including name, title, phone/fax numbers, mailing address and email address.
  3. Provide a list of municipalities where the company currently holds an exclusive franchise contract to provide yard waste collection within the past five years.
  4. Provide a list of at least three (3) references of which the contractor has done business.
  5. Provide a description of how the company will implement and provide services as outlined in the RFP, including the company qualifications.
  6. Provide a breakdown on the number of yard waste trucks proposed to be utilized in the collection program on a daily basis. All of these trucks should display, at minimum, the name of the Contractor and a vehicle identification number clearly visible on both sides.
  7. Describe the company's proposed fee for providing services as provided in this RFP by completing Exhibit B.
  8. A map showing how the City would be divided, if necessary, and the days of collection service for each divided section of the City.

1. **Proposal Deadline**

All proposals must be received at the Heber Springs City Hall, 1001 West Main Street, Heber Springs, AR 72543 by 12:00 p.m. Tuesday, October, 19, 2022. Proposals received after the deadline will not be accepted.

Any questions concerning the RFP will be directed to Kasey Griffin, Mayor, at 501-362-3635 and not to any other person at the City. The City will determine whether any addenda should be issued as a result of any questions raised or other matters raised.

1. **Basis of Selection**

The City of Heber Springs will evaluate the proposals, and if a vendor is selected, the vendor will be selected on the basis of:

* 1. The Contractor's plan to provide the City of Heber Springs with the services as specified in this RFP.
  2. The Contractor's experience in providing services similar to those described in this RFP.
  3. The Contractor's references from municipalities where the Contractor currently holds or held an exclusive franchise contract within the last five years.
  4. The Contractor's financial proposal as specified in Exhibit B.
  5. Any other factors relevant to the Contractor's capacity and willingness to satisfy the City of Heber Springs.

***The City of Heber Springs has the right to waive technicalities. modify and reject any or all proposals.***

1. **Withdrawal of Proposals**

A written request for the withdrawal of a proposal may be granted if the request is received by the City Mayor prior to the specified time of opening. After the opening, the Contractor cannot withdraw or cancel its proposal.

1. **Competency of Contractors**

The opening and reading of proposals shall not be construed as acceptance by the City. The City reserves the right to determine the competence, as well as the financial and operational capacity of any Contractor. Upon request of the City, the Contractor shall furnish evidence as may be required by the City to evaluate its ability and resources to accomplish the services required by the specifications therein.

1. **Service Implementation**

All aspects of the yard waste collection service selected by the City must be implemented on January 1, 2023.

1. **Contract Document**

It is the express intent of the City that all specifications as outlined in the Request for Proposal Document, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Contractor.

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# Section 2 - Project Overview

1. **General Description of Services**

The City of Heber Springs is a community of approximately 3,020 residential homes. The City is seeking one qualified and responsible Contractor to provide yard waste collection services. The Contractor shall provide these collections at least once a month to all single family and multi-family units that currently receive curbside trash collection under current City ordinances. Multi-family properties serviced by centralized dumpsters, commercial, industrial and institutional properties are excluded from this franchise contract.

1. **Exclusive Contract**

It is the intent of the City to award the Contractor the sole exclusive franchise contract and privilege to collect and dispose of yard waste from all single family and multi-family residences within the City. Multi-family properties serviced by centralized dumpsters, commercial, industrial and institutional properties are excluded from this franchise contract.

1. **Initial Term of Franchise Contract**

The initial term of the franchise contract shall be for five (5) years commencing in January 1, 2023 and ending December 31, 2027, unless terminated at an earlier date by either party by written notice (120 days prior notice) to the other party as to the effective date of termination by certified mail, return receipt requested.

1. **Renewal Term of Franchise Contract**

No later than six (6) months prior to the end of the initial contract term, the Contractor may submit a proposal for a two (2) year contract extension. It shall be the right of the City to determine whether to proceed with the process to negotiate a two (2) year contract extension. Should the City and Contractor pursue, but fail to agree on mutually acceptable terms for a two

(2) year contract extension, the City shall be free to solicit bids or proposals from other contractors for a new exclusive franchise contract and the Contractor shall be free to bid for such contract or submit its proposal, as the case may be.

1. **Monthly Collection**

Currently, the City receives yard waste on a regular basis. The current pick-up days vary. However, the City is considering once per month pick-up for yard waste collection. One (1) month collection proposals must include a scheduled route map of the city.

#### Price Changes

The cost of yard waste collection shall be amended annually in accordance with the Contractor's proposal rates in Exhibit B. The price changes shall be effective January 1st of each year of the franchise contract.

#### Collection of Charges

All charges for services shall be collected by the City and payment remitted to the Contractor. The City Ordinances require all residential properties to have yard waste collection service. The City will assist the Contractor by enforcing its Ordinances.

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## Section 3 - Scope of Work

#### Program Design

The method of collection shall continue to be a subscription curbside program.

Yard waste collection shall be collected once per month.

#### Days of Collection

The Contractor shall provide at a minimum once per month yard waste collection service to all single family, attached single-family, and multi-family residential properties which currently receive curbside collection. In no case shall any area or residence receive less than once per month collection. The Contractor shall designate the day(s) the program will take place in accordance with Exhibit B and include a diagram of how the City would be divided. Any boundary line streets shall have both sides of that street collected on the same day.

#### Hours of Collection

The Contractor shall not commence work before 7:00 a.m. and shall cease collections by 5:00

p.m. The Contractor shall furnish a sufficient number of vehicles and personnel to accomplish the work within the specified time period, regardless of adverse conditions, mechanical breakdowns, or other similar hindrances. The Contractor's employees shall provide collection services to Heber Springs residents with as little noise, disturbance and disruption as possible.

#### Point of Collection

Yard waste materials shall be collected at the curb or edge of pavement (where there is no curb) of the public street in front of the residence to be served. Yard waste can be placed in receptacles. Yard waste materials should not obstruct any roadways or ditches.

In the event that it is not practical for yard waste material to be collected directly from the curb/edge of pavement at a property or in a specific development, the Contractor shall work with the customer on a resolution and notify the City of the outcome.

#### Examination of the Service Area

It is the responsibility of the Contractor to be completely informed of all conditions under which service is to be performed, the service area, and all other relevant matters pertaining to the collection services as specified herein, including, but not limited to, type of housing, population density, roads, traffic patterns, required collection procedure, labor requirements, and any other factors which would affect the execution and/or completion of the work covered in Exhibit A.

#### Employee Conduct/Quality of Performance

The Contractor shall undertake to perform all collection and disposal services rendered herein in a clean, orderly and efficient manner and to use due care and diligence in the performance of the contract. Neat, orderly and courteous employees and collection crews shall also be provided.

The Contractor shall prohibit the drinking of alcoholic beverages or the ingestion of any illegal narcotics by its drivers and crewmembers while on duty or in the course of performing their duties under the contract. The Contractor shall require all drivers to follow all local, state and federal laws while on duty or in the course of performing their duties under the contract.

All employees shall carry official company identification and shall present such identification upon request. All vehicle operators shall carry a valid State of Arkansas driver's license for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including gross vehicle weight and speed limits.

1. **Vehicles**

All vehicles shall display the name of the Contractor, a phone number and a vehicle identification number, which are clearly visible on both sides of the vehicle. All vehicles shall be fully enclosed, leak proof and operated in such a way that no yard waste can leak, spill or blow off a vehicle as the result of the vehicle operator's failure to properly monitor the load or to close openings. The Contractor shall be responsible for the immediate collection and clean-up of the litter.

The City reserves the right to inspect the Contractor's equipment solely for the purpose of determining compliance with the contract.

1. **Future Development/ Annexations**

The Contractor shall service any land annexed to the City of Heber Springs during the term of the contract, as well as any residential dwellings constructed during said term. Service to land annexed to the City and future residential development shall be provided on the same terms as set forth herein.

Any changes to the corporate boundaries or service area resulting from annexations, zoning actions, site plan approvals, construction, etc. shall be communicated to the Contractor by the City.

1. **No Strike Guarantee**

The Contractor shall continue to provide all services in a timely and complete manner, in the event of any labor stoppage or slow down. The Contractor shall be obligated to take all reasonable and necessary steps to secure, at its sole expense, replacement employees and/or subcontractors to perform its obligations under any contract.

#### Additional Requirements/Disposal Facilities

The Contractor at all times shall maintain access to disposal facilities approved by the Arkansas Environmental Protection Agency (AEPA), the necessary financial resources, the vehicles, equipment and supplies, personnel, permits and licenses required to perform the services, all in accordance with the specifications and provisions contained in the contract.

At any point of the contract, the City may request the Contractor to provide a list of all of the facilities it utilizes to dispose of the refuse, recycling and yard waste collection as part of the City’s waste collection program.

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## Section 4 - Yard Waste Collection

#### Yard Waste Collection Program

The Contractor is required to provide yard waste collection once a month all year round.

#### Brush and Tree Trimmings

The Contractor shall collect brush and tree trimmings at curbside once a month all year round. The tree trimmings should be placed in bundles and no longer than four feet in length and 18 inches in diameter.

# Section 5- Public Awareness & Customer Service

1. **Notification**

The Contractor shall assist the City with notifying the residents of their collection routes.

1. **Maintain Schedule of Pick-up**

The Contractor shall continue to pick-up yard waste throughout the City on the same routes as proposed on Exhibit B of this RFP during the term of the franchise contract (the "Schedule"). The Schedule shall not be changed without the consent of the City nor without giving a minimum of thirty (30) day notice to all affected residents.

1. **Reporting Requirements**

*Yard Waste:* A monthly report on the status of the yard waste collection program, including the volume of yard waste collected and deposited at each yard waste processing facility, and summaries of problems encountered with programs implementation.

*Missed Pick-ups:* A weekly report or email of all missed pick-ups and the reason yard waste was not collected and the dates and times of such complaints and corrective action taken by the Contractor with respect to each complaint.

*Complaints:* For any complaint forwarded by the City of Heber Springs to the Contractor, the Contractor shall provide a written report or email to the City of Heber Springs as to how the contractor responded to the resident's complaint and the outcome.

1. **Complaint Response**

The Contractor shall maintain sufficient telephone numbers and personnel to provide prompt, courteous and efficient service at which Heber Springs customers can call to request service or file complaints Monday through Friday (except holidays) from 9:00 a.m. until 4:30 p.m. Every complaint shall be given prompt, courteous attention. In case of alleged missed collections, the Contractor shall investigate, and, if such allegation is verified, shall make the collection within 24 hours after the complaint is received.

1. **Contractor Contact**

The Contractor shall provide a point of contact to the City to handle any issues relative to the exclusive franchise contract as well as any complaints received by the City regarding yard waste collection services provided by the Contractor.

## Section 6 - General Provisions

### Adherence to Schedule

The Contractor shall carefully adhere to the Schedule. Time shall be of the essence of the Contract. Failure of the Contractor to adhere to the Schedule shall be a material breach of this Contract and grounds for its immediate termination.

The Contractor shall not be excused for failure to comply with the City-approved Schedule by reason of any street or other construction work performed by the City or its contractors, unless the City is made aware of the circumstances and grants the Contractor an extension on time to complete the collection. The City reserves the right to construct any improvement or to permit any construction in any street, which may have the effect, for a time, of preventing the Contractor from traveling its accustomed route or routes for collection. The Contractor shall continue to collect the yard waste by a reasonably accepted method to the same extent as though no interference existed upon the streets formerly traversed, without extra cost to the City residents.

#### Penalties, Remedies and Default

If the Contractor fails to perform any of its obligations under the Contract to the reasonable satisfaction of the City ("Default"), the City shall have one or more of the following remedies:

In the event of the Contractor's failure to collect, remove and properly dispose of the yard waste in accordance with the time periods set forth herein for more than two consecutive months.

Except for the violation of those terms and provisions of the Contract which expressly state that the failure constitutes a material breach and grounds for its immediate termination, if the Contractor is otherwise in Default of this Contract, the City may notify the Contractor that it is in Default. The City shall notify the Contractor in general terms the nature of the Default and that the Contractor's rights under the Contract will be terminated in 60 days unless the Contractor cures its Default within 30 days of the notice. If the Contractor fails to cure its Default, the Contractor's rights under the Contract shall cease.

#### Insurance

The Contractor shall procure and maintain for the duration of the Contract, the following minimum insurance coverage:

Worker's Compensation Insurance as prescribed by the laws of the State of Arkansas.

Employer's Liability Insurance, with limits of not less than $1,000,000 per occurrence.

Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance, with limits of not less than $1,000,000 combined single limit per occurrence, and $2,000,000 aggregate.

The Contractor shall include the City, its officers, employees and agents named as additionally insured on any of the foregoing policies. The Contractor shall also furnish to the City a Certificate of Insurance attesting to the respective insurance coverage for the full term of the Contract.

The City shall receive written notice of cancellation or reduction in coverage on any insurance policy within 45 days prior to the effective date of the cancellation or reduction.

#### Indemnification

The Contractor shall indemnify, defend, save and hold harmless the City, its officers and employees, from any and all liability, losses, damages, expenses, and lawsuits, including worker's compensation claims, attorney's fees and costs of defense, that the City may suffer, incur or become liable for on account of:

The negligence of the Contractor, its employees, agents or assigns.

Any assertion of claim under the Arkansas Worker's Compensation Act or similar acts made by persons furnished by the Contractor or subcontractor.

Any action in law or equity brought by any person or entity under Federal or State law in an effort to set aside the Contract.

#### Licenses and Taxes

The Contractor shall be responsible for obtaining all licenses and permits necessary for the successful performance of the Contract. The Contractor shall also pay all Federal, State and Local taxes including sales tax, social security, workers compensation, unemployment insurance and any other tax which may be chargeable against labor, material, equipment or real estate.

#### Irrevocable Letter of Credit

The Contractor shall furnish to the City an irrevocable letter of credit in the amount of

$100,000 from a reputable banking institution acceptable to the City to guarantee the faithful performance of the Contract. The Contractor shall notify the City of the institution providing the letter of credit by December 20, 2023. The letter of credit shall be payable to the City and prepared in a format approved by the City Attorney. It shall remain in effect for the full term of the Contract, including any extension period, and be delivered to the City by January 2, 2023.

1. **Contingency**

If the Contractor fails to perform the work as specified herein, the City may take such steps as are determined necessary to furnish services according to the collection requirements provided for in Exhibit **A.** The City shall provide the Contractor at least 24 hours written notice and shall draw on the Contractor's Letter of Credit for all expenses incurred as a result of such action.

1. **Independent Contractor**

The Contractor acknowledges that it is an independent contractor and that none of its employees, agents or assigns are employees of the City. The Contractor shall be solely responsible for all unemployment, social security and other payroll tax payments required by law or union contract.

1. **Compliance with Applicable Laws**

The Contractor shall comply with all applicable Federal, State and Municipal laws, ordinances, rules and regulations governing the collection, disposal and processing of yard waste during the term of the Contract.

1. **Change in Laws**

The fees provided above in this provision shall include any and all charges, taxes and fees for collection, transportation and disposal of all yard waste collected. The Contractor shall pay all sales, use, property, income and other related taxes that are lawfully assessed against the City or the Contractor in connection with the Contractor's facilities and for all licenses, permits, certificates of authorities and inspections required for this work. In the event there is a change or addition in a new local, state or federal rule, ordinance, regulation, tax or government charge, that affects the Contractors cost of providing the service, such as a sales tax on services, other than property taxes, the Contractor may approach the City to request adjusting the established rates accordingly. Any changes in rates must be supported by documentation.

Upon discussion, if an agreement can be reached, then the agreed upon price shall be passed on to the customer.

1. **Equal Employment Opportunity**

The Contractor agrees to comply with Title VII of the Civil Rights Act of 1964 (42 U>S>C> paragraph 2000a, et seq.) including:

Refraining from unlawful discrimination in employment and undertaking affirmative action to eliminate the effects of any past discrimination.

Comply with the procedures and requirements of the Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.

Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may request.

#### Non-Assignment

The Contractor shall not assign or subcontract any rights or interests under the Contract or any part thereof to any other person, firm or corporation without the prior written consent of the City.

#### Right of Inspection

The Contractor shall, upon reasonable notice, make accessible for inspection by the City, every landfill, incinerator, transfer station and yard waste disposal site which receives waste from the City as a result of the Contract.

#### Records

The Contractor shall maintain complete and accurate books, records and accounts showing its total monthly/quarterly billings for the collection service in the City during the term of the Contract. Such books and receipts shall be made available for examination and audit by the City at any time during business hours.

#### Penalties and Fines

The Contractor shall be solely liable for all fines and penalties imposed by the City or any other governmental agency resulting from the Contractor's performance or its failure to perform its duties and obligations under the Contract.

#### Notifications

Official notifications shall be made in writing and addressed to the City as follows:

City of Heber Springs

Kasey Griffin, Mayor

1001 West Main Street

Heber Springs, AR 72543

Exhibit B - Pricing Proposal

1. Current Program – once a month pick up

|  |  |
| --- | --- |
|  | Monthly Flat Fee for Seasonal Yard Waste |
| January 1, 2023 |  |
| January 1, 2024 |  |
| January 1, 2025 |  |
| January 1, 2026 |  |
| January 1, 2027 |  |