

#### CITY OF TEMPLE, GEORGIA

# REQUEST FOR PROPOSALS FOR SANITATION SERVICES RESIDENTIAL and/or COMMERCIAL SANITATION SERVICES April 16, 2021

The City of Temple is issuing this Request for Proposals (RFP) for the collection, transporting, and disposal of both (a) household trash and garbage and (b) commercial and industrial trash and garbage. This local government is seeking proposals from qualified companies for a two-year period with the option for an additional third-year, with services starting on July 1, 2021.

Temple is a municipality in the northwest corner of Carroll County, with Interstate 20 running through the city's south side. A small part of one of the City's residential subdivisions is located in Haralson County. The Alabama state line on I-20 is approximately 19 miles west of the city limits.

Currently, approximately 1,816 residential customers and 70 commercial businesses and industries are served by the City of Temple through a contract with a private sanitation collection and disposal company. All residential, commercial, and industrial sanitation customers within the City of Temple must receive their sanitation services through a sole source provider who will have an exclusive franchise agreement with the City of Temple [Note: there are approximate 200 additional residential customers in addition to the Carroll County School System who are not included within this agreement as they were exempted a few years back.] -- Through this RFP, the City of Temple is seeking applicants to be considered by the City for rendering these services under an exclusive franchise agreement.

The collection of recyclables and yard waste are not a part of this RFP. (See Addendum 1)

Billing services are the responsibility of the City government. Payments for these sanitation services are made payable to the City of Temple.

The geographic area for the delivery of Sanitation Services in the City of Temple is approximately 6.9 square miles. There are approximately 44 miles of streets within Temple's corporate limits, excluding Interstate 20. Less than one mile of the City's street system is unpaved.

Arrangements for the disposal of the collected household trash and garbage shall be the responsibility of the selected sanitation services company. Payment for said disposal shall be the responsibility of the selected sanitation services company.

We are providing three (3) <u>Request For Proposal options</u>. Each sanitation services company will have the option to provide a proposal on one or more options. This will allow each sanitation services company to choose what services they would be able to provide for the City of Temple, if said company were selected by the Temple Mayor and City Council. The three RFP options are: (1) Option 1 – Residential & Commercial, (2) Option 2 – Residential *only*, (3) Option 3 – Commercial *only*.

Addendum 1 has been provided for the sanitation services companies to provide the City of Temple with a separate bid proposal for recyclables.

# CITY GOVERNMENT CONTACT FOR COMPANIES CONSIDERING PREPARATION OF AN RFP

Lisa M. Jacobson, Assistant City Administrator
City Hall
240 Carrollton Street
Temple, Georgia 30179
770-562-3369
ljacobson@templega.us

#### **OPTION 1 - RESIDENTIAL & COMMERCIAL**

## Scope of Service

## RESIDENTIAL

Each residence will be provided with one 95-gallon cart. For any residence desiring to have a second 95-gallon cart, there will be an extra charge.

Residential recycling is not required. (See Addendum 1)

Each residential unit is responsible to placing the cart/carts at curbside no later than 7:00 a.m. on the scheduled date of pickup of residential trash and garbage each week. Except for holidays and weather-related problems, each week's collection for each specific residential unit is to occur on the same day of the week. -- All household trash and garbage being disposed of by the resident must be placed inside the 95-gallon container. It is not required that a cart's lid be able to be closed totally.

A customer is to notify the City of Temple Utility Billing Clerk at City Hall if the customer wants to request any change in said customer's sanitation services. The Billing Clerk has the responsibility of confirming the change to the customer and also of notifying the sanitation services company of the change.

The sanitation services company is responsible for all cart maintenance, including the delivery of carts (a) for new customers and (b) for the replacement of carts with existing customers upon request. All cart deliveries by the company are to be made within three business days of receipt of the printed request by the company from the City of Temple; and should the company fail to do so within this time frame, for a specific request to initiate service, the company is to make a \$25.00 penalty payment to the City of Temple.

If the sanitation services company driver overlooks a cart (or carts) placed at curbside by a residential customer and does not pick up that household trash and garbage as scheduled, the company is to provide this service within 48 hours of notification by the City of Temple Billing Clerk. Failure to do so with a specific household will result in a \$25.00 penalty payment to the City of Temple. However, if the company can document that the cart (or carts) was not at curbside when that section of the street was serviced by the company, the company does not have an obligation to service that customer until the next scheduled pick-up day on that street.

#### **COMMERCIAL**

Commercial front load services are to be provided to businesses and industries requiring such services from the private sanitation collection and disposal company selected by the City of Temple. And this selected company shall be the only provider of such services within the corporate limits of Temple.

Businesses who require cart service can participate in the City's residential curbside collection services program. The selected sanitation services company will provide up to three 95-gallon carts to a specific commercial business, with collection occurring one (1) time per week on a scheduled basis.

Front load containers ranging from two (2) cubic yards up to eight (8) cubic yards will be serviced on a weekly schedule of up to five times per week.

# **Terms of the Agreement**

As stated, this RFP is for a two-year initial agreement, starting July 1, 2021, and ending June 30, 2023 with a third-year extension option ending June 30, 2024. The Initial Term of this agreement automatically will be extended for subsequent additional one year periods unless either party provides written notice to the other of its intention not to extend this agreement. To terminate this agreement at any time, said written notice must be delivered to the other party via U. S. Postal Service Certified Mail at least 90 calendar days in advance of the termination taking effect.

In its response to the City of Temple's RFP, the private sanitation collection and disposal company shall set forth the respective maximum fees it will charge customers during the first full year of this two-year agreement, as well as any increases it plans to charge said customers during the second full year and during the optional third and final full year of this initial agreement. For each customer, the amount is to be identified as the "Service Fee". Said fee increase each July 1 during this agreement is to reflect the annual adjustment based on Table 1 of the Consumer Price Index for "All Urban Consumers: by expenditure category and commodity service group, All Items."

The Service Fee may be adjusted more often than annually if such adjustments are due to changes in direct operational costs related to the provision of services over which the selected private collection company has no control and which are approved by the City of Temple. In addition, the company will be entitled to implement a fuel surcharge if the per gallon fuel prices exceed the beginning base price by at least 10 percent when averaged over the prior three-month period; and then said fuel surcharge would be removed if the price per gallon, averaged over a three-month period, reduces to an amount less than 10 percent higher than the beginning base price.

This Agreement shall be subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).

The selected private sanitation collection and disposal company will be required to carry general liability insurance, workers compensation insurance, and motor vehicle insurance as required by State of Georgia laws, as well as property damage insurance, employer liability, automobile liability, and excess umbrella coverage. And in each of these, the company must at least carry the minimum limits of liability. Certificates of insurance must be provided to the City of Temple by the selected company.

The private sanitation collection and disposal company selected by the City of Temple is prohibited under this exclusive agreement from collecting and/or disposing of any hazardous waste as defined in the Federal government's Resource Conservation and Recovery Act of 1976, as well as any material that would be in violation of the normal receipt of trash and garbage at a recognized Transfer Station and/or would not conform to the definition of Acceptable Solid Waste.

Said company selected by the City must show proof of all permits and licenses required by law for the provision of such services, and shall maintain such permits and licenses during the life of the agreement.

City of Temple - Request For Proposals Residential and Commercial Sanitation Services - Option 1

The company also must comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard to or discrimination by reason of race, color, religion, sex, national origin, or physical disability.

# Charges for Services During the First Year of the Agreement

In presenting the proposal to the City of Temple, a responding company is to identify the per month cost of each 95-gallon cart provided to a customer. Also, the cost per collection for a front load commercial 2 yard container, for a 4 yard container, for a 6 yard container, and for an 8 yard container. (NOTE: There is to be no additional cost to the customer or to the City of Temple for the delivery and/or removal of carts/containers for residential customers and for commercial/industrial customers.)

The company's proposal should identify the dollar amount increases and/or the percent increases from year one to year two of the agreement, and from year two to the optional year three of said agreement.

-- The proposal also should set forth any additional charges included in each of the two plus years of said agreement.

## **Deadlines and Decisions**

The deadline for the City of Temple to receive a proposal is 4:00 p.m. Tuesday, May 18. The Bid Proposal Opening will immediately follow the receipt deadline. Then, the next several days will be spent evaluating the proposals; and, if needed, obtaining additional information from companies who responded.

The City Council will select a company no later than June 1, 2021.

Services under the new agreement would start on Thursday, July 1, 2021.

Proposals shall be clearly marked "Option 1 - Residential and Commercial Sanitation Services RFP Response" on all envelopes and boxes, along with the company name, date, and time proposal is due. Proposals must be submitted to the City of Temple via U.S. Mail, UPS, Federal Express, or hand delivery.

Proposals will not be accepted via facsimile or electronic mail. <u>Proposal must be received no later than 4:00 p.m. on May 18, 2021</u>. Proposals not submitted by the specified date and time will not be considered.

City of Temple, GA
Attn: Lisa Jacobson, Assistant City Administrator
240 Carrollton Street
Temple, Georgia 30179

All inquiries must be directed in writing by 5:00 pm on May 11, 2021 to: Lisa Jacobson, Assistant City Administrator, City of Temple GA ljacobson@templega.us

## **OPTION 2 - RESIDENTIAL only**

# Scope of Service

Each residence will be provided with one 95-gallon cart. For any residence desiring to have a second 95-gallon cart, there will be an extra charge.

Residential recycling is not included nor required.

Each residential unit is responsible to placing the cart/carts at curbside no later than 7:00 a.m. on the scheduled date of pickup of residential trash and garbage each week. Except for holidays and weather-related problems, each week's collection for each specific residential unit is to occur on the same day of the week. -- All household trash and garbage being disposed of by the resident must be placed inside the 95-gallon container. It is not required that a cart's lid be able to be closed totally.

A customer is to notify the City of Temple Utility Billing Clerk at City Hall if the customer wants to request any change in said customer's sanitation services. The Billing Clerk has the responsibility of confirming the change to the customer and also of notifying the sanitation services company of the change.

The sanitation services company is responsible for all cart maintenance, including the delivery of carts (a) for new customers and (b) for the replacement of carts with existing customers upon request. All cart deliveries by the company are to be made within three business days of receipt of the printed request by the company from the City of Temple; and should the company fail to do so within this time frame, for a specific request to initiate service, the company is to make a \$25.00 penalty payment to the City of Temple.

If the sanitation services company driver overlooks a cart (or carts) placed at curbside by a residential customer and does not pick up that household trash and garbage as scheduled, the company is to provide this service within 48 hours of notification by the City of Temple Billing Clerk. Failure to do so with a specific household will result in a \$25.00 penalty payment to the City of Temple. However, if the company can document that the cart (or carts) was not at curbside when that section of the street was serviced by the company, the company does not have an obligation to service that customer until the next scheduled pick-up day on that street.

## **Terms of the Agreement**

As stated, this RFP is for a two-year initial agreement, starting July 1, 2021, and ending June 30, 2023 with a third-year extension option ending June 30, 2024. The Initial Term of this agreement automatically will be extended for subsequent additional one-year periods unless either party provides written notice to the other of its intention not to extend this agreement. To terminate this agreement

at any time, said written notice must be delivered to the other party via U. S. Postal Service Certified Mail at least 90 calendar days in advance of the termination taking effect.

In its response to the City of Temple's RFP, the private sanitation collection and disposal company shall set forth the respective maximum fees it will charge customers during the first full year of this two-year agreement, as well as any increases it plans to charge said customers during the second full year and during the optional third and final full year of this initial agreement. For each customer, the amount is to be identified as the "Service Fee". Said fee increase each July 1 during this agreement is to reflect the annual adjustment based on Table 1 of the Consumer Price Index for "All Urban Consumers: by expenditure category and commodity service group, All Items."

The Service Fee may be adjusted more often than annually if such adjustments are due to changes in direct operational costs related to the provision of services over which the selected private collection company has no control and which are approved by the City of Temple. In addition, the company will be entitled to implement a fuel surcharge if the per gallon fuel prices exceed the beginning base price by at least 10 percent when averaged over the prior three-month period; and then said fuel surcharge would be removed if the price per gallon, averaged over a three-month period, reduces to an amount less than 10 percent higher than the beginning base price.

This Agreement shall be subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).

The selected private sanitation collection and disposal company will be required to carry general liability insurance, workers compensation insurance, and motor vehicle insurance as required by State of Georgia laws, as well as property damage insurance, employer liability, automobile liability, and excess umbrella coverage. And in each of these, the company must at least carry the minimum limits of liability. Certificates of insurance must be provided to the City of Temple by the selected company.

The private sanitation collection and disposal company selected by the City of Temple is prohibited under this exclusive agreement from collecting and/or disposing of any hazardous waste as defined in the Federal government's Resource Conservation and Recovery Act of 1976, as well as any material that would be in violation of the normal receipt of trash and garbage at a recognized Transfer Station and/or would not conform to the definition of Acceptable Solid Waste.

Said company selected by the City must show proof of all permits and licenses required by law for the provision of such services, and shall maintain such permits and licenses during the life of the agreement. The company also must comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard to or discrimination by reason of race, color, religion, sex, national origin, or physical disability.

Charges for Services During the First Year of the Agreement

In presenting the proposal to the City of Temple, a responding company is to identify the per month cost of each 95-gallon cart provided to a customer. (NOTE: There is to be no additional cost to the customer or to the City of Temple for the delivery and/or removal of carts/containers for residential customers.)

The company's proposal should identify the dollar amount increases and/or the percent increases from year one to year two of the agreement, and from year two to the optional year three of said agreement.

--- The proposal also should set forth any additional charges included in each of the two plus years of said agreement.

### **Deadlines and Decisions**

The deadline for the City of Temple to receive a proposal is 4:00 p.m. Tuesday, May 18. The Bid Proposal Opening will immediately follow the receipt deadline. Then, the next several days will be spent evaluating the proposals; and, if needed, obtaining additional information from companies who responded.

The City Council will select a company no later than June 1, 2021.

Services under the new agreement would start on Thursday, July 1, 2021.

Proposals shall be clearly marked "Option 1 - Residential and Commercial Sanitation Services RFP Response" on all envelopes and boxes, along with the company name, date, and time proposal is due. Proposals must be submitted to the City of Temple via U.S. Mail, UPS, Federal Express, or hand delivery.

Proposals will not be accepted via facsimile or electronic mail. <u>Proposal must be received no later than 4:00 p.m. on May 18, 2021</u>. Proposals not submitted by the specified date and time will not be considered.

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## **OPTION 3 – COMMERCIAL only**

# **Scope of Service**

Commercial front load services and roll offs are to be provided to businesses and industries requiring such services from the private sanitation collection and disposal company selected by the City of Temple. And this selected company shall be the only provider of such services within the corporate limits of Temple.

Businesses who require cart service will participate in the City's residential curbside collection services program.

Front load containers ranging from two (2) cubic yards up to eight (8) cubic yards will be serviced on a weekly schedule of up to five times per week.

A customer is to notify the City of Temple Utility Billing Clerk at City Hall if the customer wants to request any change in said customer's sanitation services. The Billing Clerk has the responsibility of confirming the change to the customer and also of notifying the sanitation services company of the change.

The sanitation services company is responsible for all roll off and front load maintenance, including the delivery (a) for new customers and (b) for the replacements with existing customers upon request. All front load and roll off deliveries by the company are to be made within three business days of receipt of the printed request by the company from the City of Temple; and should the company fail to do so within this time frame, for a specific request to initiate service, the company is to make a \$25.00 penalty payment to the City of Temple.

# **Terms of the Agreement**

As stated, this RFP is for a two-year initial agreement, starting July 1, 2021, and ending June 30, 2023 with a third-year extension option ending June 30, 2024. The Initial Term of this agreement automatically will be extended for subsequent additional one-year periods unless either party provides written notice to the other of its intention not to extend this agreement. To terminate this agreement at any time, said written notice must be delivered to the other party via U. S. Postal Service Certified Mail at least 90 calendar days in advance of the termination taking effect.

In its response to the City of Temple's RFP, the private sanitation collection and disposal company shall set forth the respective maximum fees it will charge customers during the first full year of this two-year agreement, as well as any increases it plans to charge said customers during the second full year and during the optional third and final full year of this initial agreement. For each customer, the amount is to be identified as the "Service Fee". Said fee increase each July 1 during this agreement is to reflect the annual adjustment based on Table 1 of the Consumer Price Index for "All Urban Consumers: by expenditure category and commodity service group, All Items."

The Service Fee may be adjusted more often than annually if such adjustments are due to changes in direct operational costs related to the provision of services over which the selected private collection company has no control and which are approved by the City of Temple. In addition, the company will be entitled to implement a fuel surcharge if the per gallon fuel prices exceed the beginning base price by at least 10 percent when averaged over the prior three-month period; and then said fuel surcharge would be removed if the price per gallon, averaged over a three-month period, reduces to an amount less than 10 percent higher than the beginning base price.

This Agreement shall be subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).

The selected private sanitation collection and disposal company will be required to carry general liability insurance, workers compensation insurance, and motor vehicle insurance as required by State of Georgia laws, as well as property damage insurance, employer liability, automobile liability, and excess umbrella coverage. And in each of these, the company must at least carry the minimum limits of liability. Certificates of insurance must be provided to the City of Temple by the selected company.

The private sanitation collection and disposal company selected by the City of Temple is prohibited under this exclusive agreement from collecting and/or disposing of any hazardous waste as defined in the Federal government's Resource Conservation and Recovery Act of 1976, as well as any material that would be in violation of the normal receipt of trash and garbage at a recognized Transfer Station and/or would not conform to the definition of Acceptable Solid Waste.

Said company selected by the City must show proof of all permits and licenses required by law for the provision of such services, and shall maintain such permits and licenses during the life of the agreement. The company also must comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard to or discrimination by reason of race, color, religion, sex, national origin, or physical disability.

# Charges for Services During the First Year of the Agreement

In presenting the proposal to the City of Temple, a responding company is to identify the per month cost per collection for a front load commercial 2 yard container, for a 4 yard container, for a 6 yard container, and for an 8 yard container. (NOTE: There is to be no additional cost to the customer or to the City of Temple for the delivery and/or removal of carts/containers for commercial/industrial customers.)

The company's proposal should identify the dollar amount increases and/or the percent increases from year one to year two of the agreement, and from year two to the optional year three of said agreement.

-- The proposal also should set forth any additional charges included in each of the two plus years of said agreement.

#### **Deadlines and Decisions**

The deadline for the City of Temple to receive a proposal is 4:00 p.m. Tuesday, May 18. The Bid Proposal Opening will immediately follow the receipt deadline. Then, the next several days will be spent evaluating the proposals; and, if needed, obtaining additional information from companies who responded.

The City Council will select a company no later than June 1, 2021.

Services under the new agreement would start on Thursday, July 1, 2021.

Proposals shall be clearly marked "Option 1 - Residential and Commercial Sanitation Services RFP Response" on all envelopes and boxes, along with the company name, date, and time proposal is due. Proposals must be submitted to the City of Temple via U.S. Mail, UPS, Federal Express, or hand delivery.

Proposals will not be accepted via facsimile or electronic mail. <u>Proposal must be received no later than 4:00 p.m. on May 18, 2021</u>. Proposals not submitted by the specified date and time will not be considered.

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#### ADDENDUM 1

#### CITY OF TEMPLE

# RECYCLABLES PROPOSAL FOR SANITATION SERVICES

The City of Temple is looking at the prospect of continuing to offer recycling services to our residential customers. Should the City choose to participate in a selected recycling program, each residence that signs up to participate in the City's curbside residential recycling program is to be provided one 65-gallon cart by the selected company.

#### Scope of Service

Only recyclables are to be placed in the 65-gallon container. At the time a customer signs up to participate in the City's recycling program, he/she shall be provided by the City with a printed list of trash and/or garbage items that are eligible to be placed in this container. It shall be the City's responsibility to provide a customer with an additional copy of said printed list of eligible recyclables, as requested by the customer or by the selected sanitation services company.

Residential curbside pickup of household recyclable trash and garbage is done on a bi-weekly basis. Currently, only some 390 residential customers participate in this special program and have received the 65-gallon container. (This is only about 22 percent of the City's current residential sanitation customers.) The City of Temple expects the selected sanitation collection and disposal company to work with this local government in being pro-active in working to expand participation in the residential recycling program...both to increase the number of participants and to increase the volume of recyclable household trash and garbage which actually is recycled.

## **Terms of the Agreement**

This Addendum 1 will be for the same requested two-year initial agreement as stated in the Sanitation Services RFP, starting July 1, 2021, and ending June 30, 2023 with a third-year extension option ending June 30, 2024. The Initial Term of this agreement automatically will be extended for subsequent additional one-year periods unless either party provides written notice to the other of its intention not to extend this agreement. To terminate this agreement at any time, said written notice must be delivered to the other party via U. S. Postal Service Certified Mail at least 90 calendar days in advance of the termination taking effect.

In its response to the City of Temple's RFP, the private sanitation collection and disposal company shall set forth the respective maximum fees it will charge customers during the first full year of this two-year agreement, as well as any increases it plans to charge said customers during the second full year and

during the optional third and final full year of this initial agreement. For each customer, the amount is to be identified as the "Service Fee". Said fee increase each July 1 during this agreement is to reflect the annual adjustment based on Table 1 of the Consumer Price Index for "All Urban Consumers: by expenditure category and commodity service group, All Items."

The Service Fee may be adjusted more often than annually if such adjustments are due to changes in direct operational costs related to the provision of services over which the selected private collection company has no control and which are approved by the City of Temple. In addition, the company will be entitled to implement a fuel surcharge if the per gallon fuel prices exceed the beginning base price by at least 10 percent when averaged over the prior three-month period; and then said fuel surcharge would be removed if the price per gallon, averaged over a three-month period, reduces to an amount less than 10 percent higher than the beginning base price.

This Agreement shall be subject to the multi-year contractual provisions of O.C.G.A, 36-60-13(a).

The selected private sanitation collection and disposal company providing recycling services to the City will be required to carry general liability insurance, workers compensation insurance, and motor vehicle insurance as required by State of Georgia laws, as well as property damage insurance, employer liability, automobile liability, and excess umbrella coverage. And in each of these, the company must at least carry the minimum limits of liability. Certificates of insurance must be provided to the City of Temple by the selected company.

The private sanitation collection and disposal company selected by the City of Temple for recycling services is prohibited under this exclusive agreement from collecting and/or disposing of any hazardous waste as defined in the Federal government's Resource Conservation and Recovery Act of 1976, as well as any material that would be in violation of the normal receipt of recycling and garbage at a recognized Transfer Station and/or would not conform to the definition of Acceptable Solid Waste.

Said company selected by the City must show proof of all permits and licenses required by law for the provision of such services, and shall maintain such permits and licenses during the life of the agreement. The company also must comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard to or discrimination by reason of race, color, religion, sex, national origin, or physical disability.

# Charges for Services During the First Year of the Agreement

In presenting the recycling Addendum 1 to the City of Temple, a responding should identify the dollar amount increases and/or the percent increases from year one to year two of the agreement, and from year two to the optional year three of said agreement. -- The proposal also should set forth any additional charges included in each of the two plus years of said agreement.

#### **Deadlines and Decisions**

The deadline for the City of Temple to receive a proposal is 4:00 p.m. Tuesday, May 18. The Bid Proposal Opening will immediately follow the receipt deadline. Then, the next several days will be spent evaluating the proposals; and, if needed, obtaining additional information from companies who responded.

The City Council will select a company no later than June 1, 2021.

Services under the new agreement would start on Thursday, July 1, 2021.

Recyclables Addendum shall be clearly marked "Recyclables – Addendum 1" on all envelopes and boxes, along with the company name, date, and time proposal is due. Proposals must be submitted to the City of Temple via U.S. Mail, UPS, Federal Express, or hand delivery.

Proposals will not be accepted via facsimile or electronic mail. <u>Proposal must be received no later than</u> <u>4:00 p.m. on May 18, 2021</u>. Proposals not submitted by the specified date and time will not be considered.

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