

REQUEST FOR PROPOSALS FOR WASTE AND RECYCLING COLLECTION SERVICES

Village of Swanton October 17, 2023



INTRODUCTION:

The Village of Swanton is soliciting proposals from qualified contractors interested in providing solid waste and recycling collection services. The Village's current contract for solid waste and recycling services expires June 30, 2024. The current contract provides for residential and Village service facilities. For materials collected within the Village, the current contractor is responsible for disposal of all solid waste.

Spanning two counties, the Village of Swanton honors its rich history and is committed to the future of this vibrant community, of more than 3,500 people, by providing a high level of service to its residents. Located within the Toledo metro area, the Village is the best of both worlds: close to amenities of a bigger city while maintaining a small-town feel. The Village of Swanton is a Mayor-Council form of government with a full-time Village Administrator who carries out the day-to-day administrative operations. The Village is 3 square miles with an annual appropriation budget of approximately \$7 million. As of October 2023, the Village has 60 employees (combined full and part time).

Each proposer shall make its own examination, investigation and research regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, the equipment and materials, and the quantity of the work to be performed. By execution of the contract the successful proposer will expressly represent that it has satisfied itself by its own investigation and research regarding all of such conditions, and that the successful proposer's decision to enter into the contract is based upon such investigation and research, and that proposer is not relying on any representations made or information provided by the Village. By submission of a proposal each proposer represents that it shall make no claim against the Village because of any estimates, statements or interpretations made by any officer or agent of the Village which may prove to be erroneous in any respect.

The information contained in the RFP are for informational purposes only. The Village makes no warranty as to the accuracy of this information. By submitting a proposal, proposer agrees it is the sole responsibility of the proposer to calculate and be responsible for the prices quoted in its proposal.

1.0 Current Contract

1. Residential Services

a. Under the current contract, the contractor provides services to approximately 1,400 residential customers within the Village at a price of \$18.00 per month. Customers receive once per week collection of canned or bagged solid waste.

2. Village Facilities

a. Under the current contract, the contractor provides for solid waste services to Village Facilities.

Location	Container(s)	Collections per week
Memorial Park	Three (3) 1 CY dumpster	One (1)
Municipal Building	One (1) 1 CY dumpster	One (1)
Water Plant	One (1) 2 CY dumpster	One (1)
Public Service	Two (2) 1 CY and 3 CY	One (1)
	dumpsters	
WRRF	One (1) 4 CY dumpster	One (1)
General	Six (6) 40 CY dumpsters	Three (3) requested in
		Spring and Three (3)
		requested in Fall for
		Village Wide Clean Up
		Days

3. Discount for Senior Citizens

a. Under the current contract, the contractor provides a discount to senior citizens, aged 63 and older.

Definitions

"Contractor" – the entity or individual awarded a contract in accordance with the Request for Proposal.

"Proposer" – a person or entity submitting a response to the Request for Proposal.

Village of Swanton - the Village Council of the Village of Swanton, Ohio

2. <u>2.0 Information required in the Request for Proposals</u>

Proposers must submit the following information with Proposal packets in support of any proposal. Proposers are encouraged to use the following format as a Table of Contents for submittals.

1. Section 1 – Letter of Intent and Company Overview

a. Proposers shall submit a letter of intent containing a statement that the proposal is a firm offer for one hundred eighty (180) days from the Proposal Deadline. The letter shall include a signature from a representative authorized to legally bind the proposing company or individual.

2. Section 2 – Method of Approach

- a. Overview of Approach to Services. Proposer shall provide a brief overview of the method of approach for providing the following:
 - i. Residential Services
 - ii. Village Facilities
- b. Description of Personnel. Proposer shall describe the following:
 - i. Proposer shall describe policies and procedures that are in place to ensure that personnel performing services are qualified and proficient; and any provisions in place to assure that sex offenders and persons with a criminal history involving violence are not providing services within the Village on behalf of the proposer.
 - ii. Proposer shall describe any training programs for personnel.
 - iii. Proposer shall describe its driver safety programs, including medical and drug testing, driving record monitoring, and measures taken when safety issues identified.
 - iv. Proposer shall describe the dress code that is required for personnel.
- c. Recyclable Materials to be Collected. Proposer shall identify all program recyclable materials to be collected.
 - i. Proposer shall collect, at a minimum, the materials defined as program recyclable materials. Proposer shall identify any additional materials that can be collected as part of the recycling program at no additional cost.
 - ii. Proposer shall describe approach to processing materials that can be collected as part of the recycling program

- d. Residential Services Collection Route Schedules and Maps. Proposer shall include a proposed route schedule and maps for Residential Service Units. Residential services are to be provided on Mondays. Each Residential Service Unit shall receive Solid Waste Services and all other collection services (i.e. program recyclable materials services and bulky waste services) on the same scheduled collection day. For residential services, the Village has a strong preference for all residential services to be provided on the same day, but will consider alternative options. Proposers must describe the collection route schedules and maps. Proposers must describe the number of routes for each collection operation (e.g. solid waste, recycling, bulky).
- e. Description of Carts.
 - i. Proposer shall describe the carts that will be purchased by the Proposer (required for Recycling, option for Solid Waste). The description shall include, at a minimum, the manufacturer, capacity, color, and method of affixing Village logo. Recycling carts shall be blue. Photos of the proposed carts should be included.
 - ii. Approach to Minimize Cart Damage: Proposer shall describe procedures used to minimize damage to carts.
 - iii. Village shall have the sole decision in determining the appearance of carts.
- f. Description of Collection Vehicles. Proposer shall provide a description of all collection vehicles to be used to provide services under the Agreement. Collection vehicles shall comply with the requirements of the Agreement. Descriptions shall include:
 - i. Make, model, and age of each proposed vehicle. Photos of each type of vehicle proposed should be included.
 - ii. Number of front line and spare vehicles to be used to perform each service.
 - iii. Any future equipment to be acquired and a timeline for acquisition of new equipment.
 - iv. Number of personnel needed for each collection crew to conduct each service.

- v. Proposed maintenance program for all collection vehicles used to perform services, including a proposed frequency of cleaning vehicles. Environmental features or benefits of proposed collection vehicles (e.g. compressed natural gas).
- vi. Any features of the vehicles, and any procedures followed, to prevent trash from blowing out of the vehicles; and any procedures or policies employees are to follow in the event of spillage during collection, including provision for clean-up and timing thereof.
- g. Disposal Facility Information. For disposal services provided by the Proposer, Proposers shall provide the following information for all facilities to be used under the Agreement.
 - i. Name, location, and description of the facility.
 - ii. Name of owner and operator of the facility(ies), identifying whether the company that owns and/or operates the disposal facility is the same as the Proposer, a related-party entity, or subcontractor.
 - iii. Contact name and phone number of the site manager.
 - iv. For disposal services provided by the Proposer, provide the following information:
 - 1. Term of the Proposer's contract with the facility.
 - 2. If the facility is owned and operated by the Proposer, provide a guarantee to provide the disposal services proposed and guaranteeing the capacity required over the term of the Agreement. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their commitment to provide the disposal services proposed and guaranteeing the capacity required over the term of the Agreement. If the capacity guaranteed to the Village relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/expansion, and permitting status of the development/expansion plan.

- h. Processing Facility Information. Proposers shall provide the following information for all processing facilities to be used under the Agreement.
 - i. Name, location, and description of the facility and the type of material that will be processed at the location.
 - ii. Name of owner and operator of the facility(ies), identifying whether the company that owns and/or operates the processing facility is the same as the Proposer, a related-party entity, or subcontractor.
 - iii. Contact name and phone number of the site manager.
 - iv. Term of the Proposer's contract with the facility.
 - v. If the facility is owned and operated by the Proposer, provide a guarantee to provide the processing services proposed and guaranteeing the capacity required over the term of the Agreement. If the facility is not owned and operated by the Proposer, provide a letter from the facility owner and operator that documents their commitment to provide the processing services proposed and guaranteeing the capacity required over the term of the Agreement. If the capacity guaranteed to the Village relies on development of a new facility or expansion of an existing facility, describe the development or expansion plans, additional capacity to be constructed, schedule for development/expansion, and permitting status of the development/expansion plan.
- j. Description of Customer Service. Proposers shall include a description of customer service policies and procedures. Proposers shall include the following:
 - i. Description of customer complaint resolution procedures.
 - ii. Proposed customer call center information.
 - iii. Description of proposed policies for set-outs that exceed set-out limits.
- k. Description of Customer Billing Policies and Procedures. Proposer shall describe the policies and procedures to be used for billing services (excluding base services for residential cart services). Proposer shall include a description of proposed non-payment procedures.

- I. Description of Transition Plan (if applicable). Proposer shall describe its proposed strategies to ensure a smooth transition from the current contractor to the successful Proposer. The proposed transition plan is of critical importance to the Village. In the transition plan, Proposer must describe the following:
 - i. Individual or group of individuals who will oversee the execution of the transition plan.

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- ii. Proposed approach, including equipment, personnel, and schedule, for delivering carts to Residential Service Units. Proposers shall also describe how the delivery of carts will be conducted.
- iii. Proposed approach for commercial container delivery, including a proposed date for the completed transition.
- iv. Overall schedule for the transition.
- v. Proposed strategies for customer communication regarding the transition of service providers, including Residential Service Units.

3. Section 3 – Experience and References

- a. Experience of Key Personnel. Proposer shall provide an organizational chart for key personnel and job descriptions indicating the qualifications and experience of key personnel the Proposer would assign to the transition team and to the ongoing management of the services provided under the Agreement. For positions that are currently unfilled, identify minimum qualifications for that position. Specify the amount of time each individual will be dedicated to work on the contract. At a minimum, key personnel shall include general manager, operations manager, and maintenance manager and any other personnel that will have regular contact with the Village.
- b. References. Proposers shall provide a minimum of three references for other communities, preferably in Northwest Ohio area, for which the Proposer is currently providing similar services. For each reference, Proposer shall provide the following:

- i. Name of community and description of services provided including number of Residential Service Units. Contact person, including name, title, phone number, and email address.
- ii. Number of years of service and year in which services began.

4. Section 4 – Insurance, Performance Bond, and Financial History

- i. Proposal shall include a statement that Proposer agrees to comply with the performance bond and insurance requirements set forth in the Agreement.
- ii. Proposer shall furnish a copy of the Proposer's most recent audited financial statement. In the event the Proposer does not have an audited financial statement, Proposer may substitute non-audited financial statements and complete federal tax return for the last two (2) years.

5. <u>Section 5.0</u> <u>- Presentations by Contractors</u>

The Village of Swanton may ask any Contractor to make an oral presentation and/or demonstration without charge to the Village.

6. <u>6.0 Services Requested</u>

The purpose of this section is to familiarize Proposers with the requested scope of services. The Agreement is based on once per week collection of solid waste via bags/cans, twice per month collection of program recyclable materials via carts for Residential Service Units and the Proposer providing disposal of all solid waste. If the Village elects an alternative scope of services for residential services, the Agreement shall be amended accordingly.

The following is an overview of the scope of services.

- 1. Agreement Term. An Agreement awarded in response to this RFP will be for an initial term of three (3) years with a Village option for one (1) two-year renewal term; unless earlier terminated as provided in the Agreement.
- 2. Exclusive Franchise. The successful Proposer will be granted the exclusive right to provide residential services and Village services except as explicitly excluded in the Agreement.
- 3. Residential Services. The Village is considering the following two residential service options:

- a. Residential Service Option 1: If the Village elects residential services option 1, residential services shall include:
 - i. Solid Waste Services: Once per week collection of unlimited solid waste contained in bags/cans;
 - ii. Program Recyclable Materials Services: Twice per month collection of program recyclable materials contained in or adjacent to carts;
 - iii. Bulky Waste Services: Once per quarter collection of the greater of one item or two cubic yards of bulky waste;
- b. Residential Service Option 2: If the Village elects residential services option 2, residential services shall include:
 - Solid Waste Services: Once per week collection of solid waste contained in solid waste carts with customers having the option to acquire a second cart at an additional cost;
 - ii. Program Recyclable Materials Services: Twice per month collection of program recyclable materials contained in or adjacent to carts;
 - iii. Bulky Waste Services: Once per quarter collection of the greater of one item or two cubic yards of bulky waste;
- 4. Village Services. The successful Proposer shall provide Village Services in accordance with the Agreement. The successful Proposer shall provide Village Services at no cost to the Village. Village Services will include, but not be limited to, the following:
 - a. Collection and disposal of solid waste from Village Facilities
 - b. Collection and processing of program recyclable materials from Village Municipal Building
 - c. Village Facilities

Location	Container(s)	Collections per week
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Memorial Park	Three (3) 1 CY dumpster	One (1)	
Municipal Building	One (1) 1CY dumpster	One (1)	
Water Plant	One (1) 2 CY dumpster	One (1)	
Public Service	Two (2) 1 CY and 3 CY	One (1)	
Public Service	dumpsters	One (1)	
WRRF	One (1) 4 CY dumpster	One (1)	
Municipal Building	One (1) 1 CY dumpster	One (1)	
General	Six (6) 40 CY	Three (3) requested in Spring	
		and Three (3) requested in Fall	
	dumpsters	for Village Wide Clean Up Days	

- 5. Program Recyclable Materials Collection. Program recyclable materials shall include those materials as defined in the Agreement. The successful Proposer may identify other materials that the Village may elect to include in its recycling program.
- 6. Residential Services Set-Out Limits. For residential services, solid waste set-out limits shall not be enforced for (i) first collection following a holiday; (ii) first collection following a move-out or move in, and (iii) Monday of last full week in December to Saturday of first full week in January.
- 7. Collection Days. Residential services are to be provided on Mondays. Each Residential Service Unit shall receive solid waste services and all other collection services (i.e. program recyclable materials services and bulky waste services) on the same scheduled collection day.
- 8. Collection Times: Residential services shall be done between the hours of 7:00 am and 7:00 pm.
- 9. Disposal Services. Proposers must propose on providing disposal of all solid waste, including bulky waste, collected. The proposer must indicate in the proposal the sites where solid wastes will be disposed.
- 10. Processing Services. The successful Proposer shall provide all processing of program recyclable materials.

- 11. Collection Location. Unless otherwise instructed in writing by the Village, the successful Proposer shall provide collection for Residential Service Units at the curbside of the residential lot.
- 12. Public Education and Outreach. The successful Proposer shall develop, submit for approval from the Village, and distribute public education and outreach materials, including program introduction notices and non-acceptable set-out notices, in accordance with the Agreement.
- 13. Carts. The successful Proposer shall purchase new carts that will be used for the Agreement. The carts shall meet the requirements set forth in the Agreement, such as, but not limited to, Recycling Carts must be blue. Carts for Residential Solid Waste services shall be 96 gallons. Carts for recycle may be of smaller size as proposed by the Proposer and accepted by the Village. The successful Proposer shall be responsible for the carts during the Agreement term including, but not limited to, distribution, storage, ongoing repair, replacement, warranty issues, and other requirements.
- 14. Collection Vehicles. The successful Proposer shall utilize collection vehicles that meet the requirements set forth in the Agreement.
- 15. Customer Service. The successful Proposer shall be responsible for managing all customer service requests in accordance with the requirements of the Agreement. As set forth in the Agreement, the successful Proposer shall provide weekly reports of customer service requests to the Village.
- 16. Billing. The successful Proposer shall be responsible for all billings.
- 17. Billing Fee. The Proposer shall propose a multi-year billing fee with increases not to exceed 2% annually for Residential Services. The Proposer shall propose a discounted rate for senior citizens 63 years of age and older.
- 18. Franchise Fee. Subject to approval by Village Council, the successful Proposer shall pay the Village a franchise fee equal to five percent (5%) of gross billings for services provided via the Agreement within the Village.
- 19. Performance Bond and Insurance. The successful Proposer shall comply with performance bond and insurance requirements set forth in the Agreement.

20. Holidays. If a holiday occurs on a scheduled collection day for a Residential Service Unit, the successful Proposer shall perform the collection for the holiday and the remainder of the week ending on the next calendar day after the scheduled collection day

7. Section 7.0 – Contract

- 1. The content of this RFP, all addenda, and all provisions of the successful proposal deemed pertinent by the Village may be incorporated into an agreement and become legally binding.
- 2. The Village of Swanton reserves the right to cancel the agreement without cause with a minimum thirty (30) days written notice.

8. <u>Section 8.0 - Right to Audit Records</u>

In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement in compliance with record retention schedules of the Village of Swanton. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection and shall be retained by the Contractor for a period of three (3) years after termination of this Agreement.

9. Section 9.0 Evaluation Process

A Selection Committee will evaluate proposals. The Selection Committee is made up of the Mayor of Swanton, the Village Administrator, the Fiscal Officer, and President of Council. In addition to the materials provided in the written responses to this RFP, the Selection Committee may request additional material, information, or references from the Contractor or from others.

10. <u>Section 10.0 - Awards</u>

The Village of Swanton reserves the right to award the contract(s) to the Contractor(s) which the Village deems to offer the best overall proposal(s). The Village of Swanton is therefore not bound to accept a proposal on the basis of lowest price and further, the Village of Swanton has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the Village of Swanton's best interests to do so.

11. <u>Section 11.0 - Incurred Expenses</u>

This RFP does not commit the Village of Swanton to award a contract, nor shall it be responsible for any cost or expense which may be incurred by the Contractor in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the Contractor prior to the execution of a contract agreement.

12. Section 12.0 - Questions

Questions concerning any portion of this RFP shall be directed via email to Shannon Shulters at admin@villageofswantonohio.us or by phone at 419.826.0701.

13. <u>Section 13.0 - Proposal Closing Date and Time</u>

The original proposal and seven (7) copies of the proposal must be received by the Village of Swanton no later than 10:00 a.m. EDT on Thursday, November 30, 2023. The proposals will be opened at that time.

14. <u>Section 14.0 - Delivery of Proposals</u>

All proposals shall be sealed and delivered or mailed, with marked envelope(s) to:

RFP for Waste and Recycling Collection Services
Shannon Shulters, Village Administrator
Village of Swanton
219 Chestnut
Swanton, Ohio 43558