

Town of Huachuca City, Arizona



Request for Proposals Solid Waste Services

Submission Deadline
4:00 P.M. Local Time
Wednesday, October 10 2018

Proposal must be submitted to
Town Clerk's Office
Town of Huachuca City, AZ
500 N. Gonzales Blvd
Huachuca City, Arizona 85616
Phone No. (520) 456-1354
Fax (520) 456-2230
jfuller@huachucacityaz.gov

PUBLIC NOTICE

Notice is hereby given that the Town of Huachuca City, Arizona will receive sealed proposals for Solid Waste Services until 4:00 P.M., local time, Wednesday, October 10, 2018, when they will be opened by the City Manager's office and City Clerk's office.

All proposals must be directed to the following address: Town Clerk, Town of Huachuca City, 500 N. Gonzales Blvd, Huachuca City, Arizona 85616, or hand delivered to the Town Clerk's Office at the same address. All proposals shall be clearly marked "SEALED SOLID WASTE PROPOSAL FOR THE TOWN OF HUACHUCA CITY" on the lower left hand of the sealed envelope.

The Town is not responsible for the pre-opening of, post opening of or the failure to open a proposal not properly addressed, submitted or identified.

Scope of work may be obtained from the Town Manager's Office, at the address named above, Monday through Friday, 8:00 A.M. through 5:00 P.M.; phone # (520) 456-1354, fax # (520) 456-2230 or email jfuller@huachucacityaz.gov.

The Town Manager of Huachuca City reserves the right to reject any and/or all proposals or accept the proposals which they deem are in the best interests of the Town. Proposals received after the time specified shall be returned unopened.

Request for Proposals (RFP) for Solid Waste Services for the Town of Huachuca City, Arizona

1. Summary Statement of Work

- 1.1 The Town of Huachuca City, Arizona (Town) is soliciting proposals for the collection and transport for disposal of Solid Waste for all Residential customers and all Town-owned Commercial accounts.
- 1.2 The Town is planning to award one (1) contract (Contract).
- 1.3 The term of the Contract is anticipated to be five (5) years, and the Town will have the option to extend the term for up to a total term of ten (10) years; the proposed start date is December 1, 2018.
- 1.4 The Town currently services select Commercial accounts within the Town limits, which will also be assigned to the successful proposer subject to any objection or termination of the account by the customer. Commercial accounts may arrange with any Licensed Hauler as per State Law. Proposers will not be required to bid on providing service to Other Commercial Accounts.
- 1.5 The Town requires every generator of Solid Waste within the Town trash service area to arrange for pickup and disposal of Solid Waste with a Licensed Hauler.
- 1.6 Prior to commencement of activities under the agreement with the Town, all Haulers will be required to be licensed by any required State agency and with the Town of Huachuca City in order to conduct operations within the municipal boundaries.
- 1.7 The Town will provide as part of the Contract: billing, collection of payments, and absorbing bad debt. Under the Contract, service will be initiated or terminated through the Town billing office. Commercial Accounts that arrange for Solid Waste services under the Contract will be treated in the same manner as Residential for the establishment of billing services and bad debt. Commercial Accounts which do not use the Hauler under contract with the Town will need to make arrangements directly with a Licensed Hauler.
- 1.8 All Proposers must supply and maintain all necessary manpower and equipment to provide the required collection and hauling services for the Town and Town customers, including but not limited to maintaining appropriate containers to place the solid waste within while waiting for pickup, equipment to pick-up and transport the solid waste to the Huachuca City landfill.
- 1.9 Town will require the successful proposer to pick up all Residential Solid Waste one (1) day each week. Town Commercial accounts will vary on the number of pickups,

size of containers, location, and time of year, the details of which may be negotiated directly between the successful proposer and the Commercial Account owner. Other Commercial Accounts will vary depending on the type business and time of year.

- 1.10 All refuse picked up under the Contract shall be delivered to the Huachuca City Landfill located in Huachuca City, Arizona located at 600 N. Skyline Drive, Huachuca City, Arizona, 85616. The winning contractor will pay the large commercial disposal fee for all town contracted business to the Town landfill. The winning contractor will be subject to the 1.5% compounded monthly fee for trash bills that are considered delinquent.
- 1.11 Town is anticipating award of the Contract in October 2018.
- 1.12 The current system of Solid waste pick up involves the use of 95 gallon containers and 300 gallon community can containers for Residential and commercial use (provided by contractor). The containers are picked up currently mechanically twice a week. The Town is receptive to consider a variety of other proposed containers and pickup equipment. Proposer should present in its response the types of equipment it would be planning to use. Most of the Town is currently served by alleys, along which residents have traditionally placed containers of solid waste for the purpose of collection. The Town would like to change to 95 gallon containers for all residential trash to be picked up from cans in the street. The Town is looking to eliminate the 300 gallon community cans, while also eliminating the trash cans in the alleys. Commercial could use 95 gallon cans or dumpster (All proposal information of this type shall remain confidential until after the contract is awarded). The selected contractor would be responsible for providing the trash can containers to Town residential and commercial customers. Under Arizona law commercial businesses may select their own garbage provider. The Town is open to leasing its current 95 gallon cans to the winning contractor as a part of the service agreement. The Town would not be replacing any of the town cans that are leased by the contract if they are damaged or beyond repair.
- 1.13 There are approximately 651 residential customers, with a potential of having this number double or more with future development in Huachuca City. The Successful Proposer will be required to provide Residential Solid Waste collection services to all occupied residences within the Town.
- 1.14 The Town previously offered two (2) sizes of containers to Commercial accounts; 95 gallon and 300 gallon container. Commercial customers could choose the size and number of containers and the frequency of pickup. The Town does not know how many Commercial Accounts may continue to use the service provided through the Town under this Contract. The Town is bidding out the Town Government Commercial accounts under this RFP. The following information is for ALL current Commercial Accounts in the Town (including the Town's accounts);

The Town Government Commercial accounts (a subset of All Commercial Accounts listed above), are covered under this RFP, have some seasonality, and the average number of pickups may vary depending upon the time of year. The current number and type of units used are as follows:

	# Of Commercial Accounts
Commercial Customers	32

(Note: The City does not breakdown figures between 95 gallons & 300 gallon cans)

1.15 Occasionally, a Residential or Commercial account may have a need for a larger container for a temporary use, i.e. a roll off during construction. Arrangements for delivery and pickup of these types of additional containers will be made directly between the hauler and the customer for this service; for accounts serviced by the Town, the Hauler will provide the billing information to the Town, which will service accounts in the same manner as provided for underlying services. The Town does not currently provide a roll-off service, the winning bid contractor would set an amount per size of roll-off which would then be added to the Town fee schedules.

1.16 While it is anticipated that each account will have a container assigned to that account, there may be circumstances where it is in the best interest of the Town to allow “sharing” of a container for efficiency or effectiveness.

2. General Information and Instructions to Proposers

2.1 The Town Clerk will maintain the original documents, related terms and conditions, Exhibits, and all other attachments, in an archival copy. Any modification of these, In the proposer’s submission, are grounds for immediate disqualification.

2.2 The Town of Huachuca City is located on Arizona Hwy 90 approximately 68 miles southeast of Tucson, Arizona. The Town is located at an elevation of 4,400 feet. It has mild winters (rarely gets below freezing), and warm summers (gets above 100). There are two rainy seasons (in the summer from July through Sept and the winter from January through March). The Town has a residential population of approximately 1783. The Town has a commercial Sector which is mainly retail trade. This biographical information is provided for background purposes only; each proposer must verify whatever information it deems important before submitting a proposal to perform the requested scope of work.

2.3 The planned schedule for this RFP is:

- September 11 - Issue the RFP
- October 5 - Questions/Inquires due by 10AM MST
- October 10 - Proposals to be received by 4 PM MST in the Town Clerk’s

Office.

- October 31 - Winning contractor notified of contract
- December 1 - Town trash service thru winning contractor begins.

- 2.4 It is the proposers' responsibility to fully understand the RFP, contract, any associated documents, and any responses to inquiries made to the proper official of the Town. The Proposers should study the materials, ask questions of the appropriate Town Official, and consult such experts as they may deem necessary to assist in gaining such understanding. The Town reserves the right to disqualify any proposer who demonstrates less than such understanding. Further, the Town reserves the right to determine, at its sole discretion, whether the proposer has demonstrated such understanding. Related to this, the Town reserves the right to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to the Town.
- 2.5 All information and responses to questions made by the Town are offered in good faith. Individual items are subject to change at any time. The Town is not responsible or liable for any use of information, or for any claims attempted to be asserted there from.
- 2.6 No verbal communication will be effective unless confirmed in writing by the specified Town Official in charge of managing this RFP.
- 2.7 The Officials in charge of interfacing with Proposers are the Town Clerk, Jennifer Fuller, Public Works Director Jim Halterman and Town Manager Matthew Williams. Their contact information is as follows:

Town of Huachuca City

Town Clerk, Jennifer Fuller
500 N. Gonzales Blvd
Huachuca City, AZ 85616
520-456-1354 Work
520-456-2230 Fax
jfuller@huachucacityaz.gov

Public Works Director, Jim Halterman
500 N. Gonzales Blvd
Huachuca City, AZ 85616
520-249-5241
jhalterman@huachucacityaz.gov

Town Manager, Matthew Williams
500 N. Gonzales Blvd
Huachuca City, AZ 85616

520-456-1354 Work
mwilliams@huachucacityaz.gov

- 2.8 Once this RFP has been issued, Proposers are not to contact any other Town employees/Officials concerning the RFP. Any such contact may result in disqualification. Collusion of the Proposer with other Proposers or employees thereof, or with any employee or Official of the Town is prohibited and may result in disqualification or cancellation of any award of contract made under this RFP.
- 2.9 All questions, communications and inquiries concerning this RFP shall be in writing. Proposers may bring to the Town's attention what they feel are errors, omissions, discrepancies, or any other matters which they feel could use clarification. These must be submitted in writing (Hand delivered, e-mail and facsimile are acceptable). Town reserves the right to accept, and incorporate any suggestions as the Town may see fit.
- 2.10 The Town will make a good faith effort to respond to all written documents with a written response within three (3) business days through posting of a notice in the Town Hall, mailing by U.S. Postal Service, posting notice on the Town's web site, and if the Proposers have submitted their e-mail addresses the responses will be by e-mail. All Proposers who have indicated an interest in this RFP will be supplied the written responses, but the Town cannot assure that it will notify each party interested in submitting a response unless the party notifies the Town of its interest in receiving updates.
- 2.11 The Town will not respond to any request for information or clarification concerning this RFP, which is received after 10 A.M MST October 5, 2018.
- 2.12 Proposers shall submit their price proposals in the format provided in this RFP. Failure to respond to the mandatory service areas may result in disqualification. Proposers may submit supplemental information to clarify their proposals. Any such supplemental information shall clearly state it is supplemental and shall clearly indicate what is being supplemented. The Town at its sole discretion may accept the information or reject the information. If the supplemental information is accepted and if used as a basis for award of the RFP, such information will be incorporated into the Contract.
- 2.13 Vendor's response to this RFP may not be modified after the Closing date and time. A Town Official may contact any Proposer to seek clarification on the response to the RFP submitted by that Proposer.
- 2.14 The response to the RFP must be properly signed and where required initialed by an authorized representative of the Proposer. Failure to provide signatures and/or initialing may be grounds for disqualification.
- 2.15 The response to the RFP must include the information in Section 4 in the format provided in the RFP. The response must clearly and boldly state information in the

format required in this RFP. Supplemental information may be provided on pages which follow the required RFP pages. If supplemental information is provided it should be clearly cross referenced to the required formatted pages, small notations or numbers may be added to the required format to ease cross reference. The Town reserves the right to reject, discount, disallow; without prior notice or contact with the Proposer and without liability of any kind or amount; any or all information that the Town deems overly complex, disorganized, or difficult to evaluate.

- 2.16 Proposals must be received: by the Town Clerk, at 500 N. Gonzales Blvd, Huachuca City, AZ 85616, prior to 4 P.M. MST on October 10, 2018. The Town shall not accept proposals received by Fax or by e-mail. The Town shall at or before the specified time accept all proposals that are properly presented. The Town will allow interested parties to be present at the closing time for accepting proposals. The Town Clerk will open and record the names of all proposers. The Town will make no immediate decision and there will be no disclosure of any information, beyond the name of the proposers, until after the formal notice of award and execution of any contract resulting from this RFP.
- 2.17 Any proposals received after 4 P.M. MST on October 10, 2018 by the Town in response to this RFP will not be opened and will be rejected, and will not be considered by the Town in award of this RFP.
- 2.18 The Town reserves the right to retain or dispose of all proposals submitted in response to this RFP; however, the Town may return the proposal(s) to the Proposer if requested by the Proposer and at no cost or expense to the Town.
- 2.19 Proposals must be submitted in a sealed envelope with the following information clearly marked on the outside of the sealed envelope:

“Sealed Solid Waste Proposal for the Town of Huachuca City.”
- 2.20 The Town of Huachuca City shall not be liable in any manner or to any extent for any cost or expense incurred by any proposer in the preparation, submission, presentation, or any other action connected with responding to this RFP.
- 2.21 Proposers are to submit **three (3) identical copies** in a single sealed envelope.
- 2.22 Proposals shall be valid for a period of at least ninety (90) days after 4 P.M. October 10, 2018; to permit: evaluation, consideration, award, and contract execution of the proposals.
- 2.23 The Town intends to contract with one (1) proposer for the collection and transport of Solid Waste from Residential units and for the collection and transport of the Town of Huachuca City generated Commercial Solid Waste. The Town may also contract for the pickup and transport of other Commercial Solid Waste generated in the Town

of Huachuca City. The Town reserves the right to terminate this RFP process at any time up to the time of contract signing, without prior notice and without liability of any kind or amount. Additionally, the Town reserves the right to commence at anytime a RFP process seeking the same or similar services.

- 2.24 The Town may accept or reject any proposal, in part or in its entirety, if the Town determines in its sole discretion that such proposal contains errors, omissions, or other problematic information. The Town may decide upon the materiality of such errors, omissions, or other problematic information.
- 2.25 The Town reserves the right to review the proposer’s capability to deliver the services presented in the RFP. The Town may use information submitted by the proposer and such other relevant information the Town may obtain. The Town retains the sole right to make the decision on the proposer’s capability.
- 2.26 The Town shall evaluate each response to this RFP based upon the information provided in the proposal, other relevant information the Town may acquire concerning the proposal, the ability of the Town to use the methods proposed to satisfy the Town’s needs, the format used, pricing, and the advantages to the Town of the Proposal. The Town is under no obligation to select as most advantageous to the Town the lowest-priced proposal. The Town shall at a minimum consider; the ability of the proposer to furnish the services in the most advantageous manner to the Town; the demonstrated ability of the proposer to deliver the services based upon actual delivery in other communities; the ability of the proposer to demonstrate the stability to perform during the proposed term of the contract; the cost of performing the services; the ability of the proposer to provide the services on the December 1, 2018 start date; and other pertinent information concerning the capabilities of the proposer. The Town shall evaluate responsive proposals and assign a numeric value to each category, with the maximum value of each category being:

Category	Maximum Possible Score
The ability of the proposer to furnish the services in the most advantageous manner to the Town	25
The demonstrated ability of the proposer to deliver the services based upon actual delivery in other communities	25
The ability of the proposer to demonstrate the stability to perform during the proposed term of the contract;	25
The cost to the Town of performing the services	50
The ability of the proposer to provide the services on the December 1, 2018, start date	25
Other pertinent information concerning the capabilities of the proposer	10

The proposal with the best value to the Town will have the highest combined, aggregated scoring proposal.

- 2.27 The Town reserves the right to communicate with proposers during the evaluation process to clarify information submitted in their proposal(s).
- 2.28 The Town reserves the right to clarify any information in any responsive proposal, including clarifying details; resolving minor differences and errors; receiving assurances from the proposers; and other minor details.
- 2.29 After the award and execution of the contract resulting from this RFP, the proposals become a matter of public record and are available for review during Town's regular business hours.
- 2.30 In the event of any conflict between any documents involved in the RFP process, the order of precedent shall be: Contract, RFP, and written response to comments and suggestions by the Town, and the response to the RFP by the proposer.
- 2.31 The Successful Proposer will be required to execute a contract with the Town according to the Town's standard terms and conditions, a copy of which are available from the Town upon request.

3. Scope of Work, Requirements, Pricing, Miscellaneous

- 3.1 This section identifies specific requirements that must be met by the Proposer in their response to the RFP. Unless specifically indicated in writing the Proposer is providing assurance to the Town that the Proposer can provide the service as indicated. If the Proposer cannot offer the service, the Proposer must specifically state it cannot provide the service and the Proposer must indicate how it would contemplate the service would be delivered by another party. Additional pages may be provided; if additional pages are provided, they shall cross reference with the numbered sections below and be individually numbered pages.
- 3.2 The Successful Proposer will provide all labor, supervision, training, tools, maintenance and insurance on all utilized equipment to provide a complete and adequate refuse and Solid Waste collection, transport, and delivery system to all residential accounts, all Town Commercial Accounts, and all Commercial Accounts the Town is currently servicing. The successful proposer will provide proof of insurance and maintenance on vehicles on request.
- 3.3 The Successful Proposer will obtain and maintain a business license from the Town of Huachuca City for handling solid Waste within the Town limits of Huachuca City as well as a commercial account with Huachuca City landfill within 14 days of notification of potential award of Contract.
- 3.4 The Successful Proposer will Furnish all labor, supervision, training, tools, apparatus, office facilities and equipment, area for storage of containers and vehicles, all, necessary licenses and permits, containers of various sizes for storage of refuse and

solid waste, and any other materials necessary to provide automated refuse and solid waste collection services under this RFP.

- 3.5 The Successful Proposer will provide regularly scheduled refuse and solid waste services for collection, transport and delivery to the Residential and Commercial Accounts under this RFP in accordance with the schedule dictated by the Town.
- 3.6 The Successful Proposer will provide the means to maintain the Solid Waste collection containers in its possession and in the possession of customers in a safe and sanitary condition which minimizes pests, flies, and other vermin.
- 3.8 The Successful Proposer will provide for the pickup, transport, and delivery of refuse to the Town of Huachuca City Landfill.
- 3.10 The Successful Proposer will provide Clear and readable labeling on vehicles which includes a contact number, name of the Proposer.
- 3.11 The Successful Proposer will provide a customer service representative during normal business hours to receive and address telephone calls relative to service under this RFP, and the Successful Provider will make its customer service representative available to the serviced customers, including the Town, during these hours.
- 3.12 The Successful Proposer will respond to customer calls under this RFP/Contract for pickup of refuse within four (4) Business days.
- 3.14 The Successful Proposer will provide that the ownership of the trucks and containers is vested in the Provider's organization.
- 3.15 The Successful Proposer will provide that the equipment and trucks are in good work order and maintained to prevent oil and hydraulic leaks.
- 3.16 The Successful Proposer will provide information including names, addresses and contact telephone numbers of at least three (3) other communities under which the Proposer has provided similar services for at least two consecutive years.

4. Pricing Proposal under this RFP

- 4.1 Every Proposer must follow the format identified in this section to be considered as having submitted an acceptable Proposal under this RFP. If the Proposer wishes to

provide service in an alternate manner; the Proposer may provide the alternate pricing in a similar format. Any such proposal must be in writing on separate sheets describing what the alternate service is, how it will be delivered and the cost to the Town; each page should be sequentially numbered and the heading on each page should State: “Alternate pricing proposal under Section 4 of the RFP for Solid Waste Services”. The Town shall be under no obligation of any type to consider alternate collection, transport, and delivery systems, but may consider, at the Town’s sole discretion, any such systems presented.

- 4.2 Pricing for Residential and Town Commercial is mandatory. Pricing for Roll-off is optional but recommended for our residential and commercial customers if needed.
- 4.3 The pricing quoted under this section shall be the prices for the period December 1, 2018 through December 31, 2019. Each succeeding year of this contract, the prices listed in the Contract shall be adjusted, as of July 1, based upon the change in the Consumer Price Index for All Urban Consumers – U.S. City Average as published by the U.S. Bureau of Labor Statistics (CPI), for the immediately preceding time period from Jan 1 to Jan 1. For example the first adjustment will be based upon the change in the CPI during the time period from January 1, 2019 to January 1, 2020 and shall become effective July 2, 2020.
- 4.4 No other changes in pricing are anticipated during the Contract, although the Town will consider NEW Costs (not increases in existing costs) mandated by a governmental agency.
- 4.5 Pricing Schedule for Refuse shall include any and all costs involved with operations of the Proposer to include but not limited to; all licensing, taxes, overhead, equipment, manpower, insurance, pick up costs, transport costs, and unloading costs. It does include the tipping fees paid at the Huachuca City landfill to be paid by the proposer.
- 4.6 The pricing for residential pickup should include a component to represent one pickup/month of refuse from a residence. Multiple pickups over one per month from a single residence may be billed to the residence by the contractor.
- 4.7 The Town reserves the right to charge a \$2 administrative fee per account, per month. This fee would be charged to the customer in addition to the fee set by the service provider.

Mandatory to be proposed

Monthly charge
1 pickup per can per week

Each Residential Units (96 Gallon Container) _____

	1 pickup per can per week	2 pickups per week
City Commercial Unit (96 Gal Container)	_____	_____
Commercial Dumpster Size 1	_____	_____
Commercial Dumpster Size 2	_____	_____
Commercial Dumpster Size 3	_____	_____
Roll-off Service Size 1	_____	_____
Roll-off Service Size 2	_____	_____
Roll-off Service Size 3	_____	_____

Other Misc. Charges - List

5. Miscellaneous Information

5.1 The contract will contain requirements that: in the event of a breach by the proposer and/or a cessation of service for any reason by the Proposer during the term of the Contract, or the inability to secure continuation of service at the end of the Contract; the Town may use the equipment of the Proposer for an indefinite period of time until Normal service can be restored. The Proposer shall receive adequate reimbursement for the use of equipment by the Town during such a period of time.

5.2 The Proposer may attach supplemental sheets which provide additional information that the proposer feels may enhance their Proposal. The Town may consider the information provided at the Town's sole discretion. Any such information shall be on separate pages sequentially numbered with a heading indicating "Miscellaneous Information under Section 5 of the RFP for Solid Waste Services".

5.3 Proposer Information required.

Company name _____

Company Address _____

Name of Contact person for questions of information concerning this RFP

Telephone Number _____

Cell Number _____ *

FAX Number _____ *

E-mail _____ *

Federal Employer ID # _____

*Optional Items

- 5.4 List any pending bankruptcies, personal injury or discrimination lawsuits, any legal actions filed by other governmental agencies including administrative complaints or charges alleging discrimination, environmental violations, occupational health and safety violations, and any breach of contract actions by governmental agencies.
- 5.5 The attached Certification of Proposal must be attached to the returned proposal. This document attests to the Proposers awareness and agreement to the content of this RFP and all accompanying provisions.
- 5.6 Proposer is required to be aware of, familiar with, and comply with all Federal, State, County, and Town laws, Ordinances, Regulations, Rules, and Policies which may relate to this RFP.

Certification of Proposal

This Proposal is submitted in response to the Request for Proposal for Solid Waste Services issued by the Town of Huachuca City, Arizona.

The undersigned is a duly authorized Officer of the Proposer and hereby certifies and agrees that _____ agrees to be bound by the content of the RFP and agrees to comply with its terms, conditions, and provisions in the event of an award. The proposal shall remain in effect for a period of not less than ninety (90) days from the deadline for Proposals to be received in the Town Clerk's Office.

The undersigned certifies that to the best of his/her knowledge:

____ there is no officer or employee of the Town of Huachuca City who has, or whose relative has, any substantial interest in any contract award subsequent to this RFP.

____The names of any and all public Officers or employees of the Town of Huachuca City who have, or whose relatives have a substantial interest in any contract award subsequent to this RFP are identified by name as part of this submittal. Specify on bottom of this form the name(s).

() The vendor is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel, pursuant to A.R.S. 35-393.01.

() The vendor is not currently engaged in, and agrees for the duration of the contract to not engage in, any discrimination against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out its duties pursuant to this engagement.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Telephone Number _____

Federal Employer Identification Number; _____