



REQUEST FOR PROPOSAL

ISSUE DATE: Friday, May 21, 2021

PROPOSAL DUE DATE: Friday, June 4, 2021 - 1:00 p.m.

RFP No. 2021-01

TITLE: Trash, Recycling, Bulk and Yard Waste Collection

The Town of Occoquan is accepting proposals from qualified contractors to provide collection of trash, recycling, bulk and yard waste for town residents and commercial businesses.

A five-member Town Council and Mayor govern the Town of Occoquan. The Town is administered by a Town Manager who reports to the Town Council. The Town Manager directs and oversees all activities of the Town. The Town of Occoquan has a population of 1,174 residing within .2 square miles. In addition, the Town has a downtown historic district that is home to a business district and includes both residential and commercial activities.

Responses are due at the Town of Occoquan Town Hall at 314 Mill Street, Occoquan, VA, by 1:00 p.m. on Friday, June 4, 2021. Proposals by telephone, electronic mail or facsimile will not be accepted.

All inquiries for information regarding Proposal Submission requirements or Procurement Procedures shall be directed to the Town Manager. The Town shall not be responsible for verbal clarification of information provided by any party. Offerors may not rely on any oral information provided. The Town will provide written responses to questions as the only form of clarification.

Kirstyn Jovanovich
Town Manager, Town of Occoquan
PO Box 195, Occoquan, VA 22125
(703) 491-1918
kjovanovich@occoquanva.gov

PROPOSALS SHALL BE CONTAINED WITHIN A SEALED ENVELOPE/CONTAINER AND CLEARLY MARKED WITH "PROPOSAL RFP #2021-01" & DELIVERED TO:

**Town of Occoquan Town Hall
PO Box 195, 314 Mill Street, Occoquan, VA 22125
ATTN: Town Manager**

The Town of Occoquan does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by law relating to discrimination in employment.

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the products and/or services in accordance with the signed Proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Firm:

Signature In Ink:

Print/Type

Town of Occoquan
RFP 2021-01, Trash, Recycling, Bulk and Yard Waste Collection

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I. GENERAL INFORMATION:

The Town of Occoquan is seeking proposals from a qualified Contractor to furnish all labor, equipment, and materials to provide weekly trash, recycling, bulk and yard waste collection for residents, some commercial businesses, and the municipality. These services include:

- Curbside collection and delivery of household waste and municipal waste to approved and licensed disposal facility.
- Curbside collection and processing of designated recycling items to approved and licensed recycling facility.
- Collection of town bulk container in the business district.
- Collection of certain pedestrian waste and recycling containers in the business district.
- Provision and collection of bulk containers for two Town annual special events.

The Town of Occoquan's corporate limits include residential areas, as well as a historic business district along the Occoquan River. There are approximately 452 residential, business, and mixed-use properties located within the Town that will be served by this contract.

II. SCOPE OF WORK:

The Town of Occoquan is soliciting proposals from qualified contractors for the weekly collection of trash, recycling, bulk and yard waste for town residents and businesses who do not utilize private commercial dumpster services.

- a. The work to be performed include the collection, delivery and disposal of residential and commercial municipal waste and recycling materials, as well as bulk and yard waste. Currently the Town provides service to approximately 452 residential/commercial units located within the residential district and historic district (mixed-use) within a total of .2 square miles.
- b. The work includes furnishing of all labor and the provision and maintenance of a sufficient number of collection vehicles and all other equipment required for the prompt and efficient collection and removal of all waste within the area included in the town's limits.
- c. The work includes the provision and maintenance of trash and recycle bins/carts by the Contractor. Town residents and businesses currently use 96-gallon trash containers, and 64-gallon or 18-gallon recycling containers. Currently, most businesses and single-family homes utilize the 64-gallon recycling carts, and most townhomes, condominiums and mixed-use residences utilize 18-gallon recycling bins.
- d. The collection and delivery of municipal waste is to be bid for all single-family, multi-family, and mixed-use residences and businesses located within the Town's corporate limits. Only businesses not currently privately-serviced by commercial dumpsters are to be included in this contract.
- e. The collection and delivery of municipal waste is to be bid for all public pedestrian refuse and recycling containers located within the business district The Town of Occoquan provides a number of black wrought iron trash and recycling containers on the sidewalks located within the business district to serve the needs of pedestrians. The Contractor will be expected to service these containers on a weekly basis and return the lids securely to the top of each container.
- f. The work includes an additional collection of the pedestrian refuse containers located within the business district weekly on Fridays from May 1 through October 31, each year.
- g. The collection and delivery of yard waste is included in this contract.
- h. The collection and delivery of bulk waste is included in this contract.
- i. The work includes the provision of one (1) six-yard container to the municipal parking lot to be serviced once per week.
- j. The work includes the provision and servicing of eight (8) eight-yard containers to the Town of Occoquan for its Spring and Fall artisan and crafter festivals that occur during the first full weekend in June and last full weekend in September each year. Containers will be delivered by the Friday before the show (Saturday and Sunday) and picked up on the following Monday. This is performed twice per year.
- k. In addition, households where no one is physically able to roll the carts to the street for collection will be entitled to receive backdoor pickup or outside garage service **at no extra charge** upon verification of their physical limitation by a representative of the Town.

- l. The Contractor shall provide a local office, equipped with telephone on a toll-free basis, and such attendants as necessary to receive and handle complaints and inquiries between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The Contractor shall maintain an answering service during off-hours so that messages regarding service can be received from the public twenty-four (24) hours per day.
- m. Please provide the following information:
 - Will a customer service representative be assigned to this Contract?
 - How many staff personnel will be located at your office?
 - Where are your maintenance and operation facilities located?
 - How many mechanics, mechanic helpers, and service personnel on routes, including drivers, do you have at your operations and how many are proposed to be used for this contract?
- n. The Contractor shall do all work in a manner as to not create a nuisance. Municipal waste spilled or scattered on sidewalks, streets, gutters, or roadways during the collection shall be immediately cleaned up by the Contractor.
- o. All reusable receptacles containing municipal waste, after being emptied by the Contractor, shall be returned WITHOUT DAMAGE to the place from which they were removed. Containers must not be placed in the public roadways or blocking public or private driveways.
- p. There shall be no deviation from the established collection schedule except for generally recognized holidays as may be agreed on between the Contractor and Town. The manner of notification shall be approved by the Town Manager. Collections shall be made regardless of weather or other conditions which would impede collection such as snow, flood, riot, or other disaster unless authorization to suspend collection is obtained from the Town. Pickups missed during the event shall be collected according to the holiday schedule and procedures stated in this section.
- q. Notification of schedule change by written notice to residents is the responsibility of the Contractor.
- r. Contractor will perform collection services weekly. Currently, all collection services are performed weekly on Wednesdays after 7:00 a.m. Due to the Town's narrow streets, and busy downtown area, collection services should be completed as early as is feasible.
- s. The Contractor shall provide a quarterly report to the Town detailing the quantity of materials collected for each of the following categories: (1) household waste, (2) recycling, (3) bulk waste, and (4) yard waste. The quantity reported per category may be in terms of volume or weight, but the unit of measurement for a category shall be consistent in all reports.
- t. Invoices for all work performed shall be submitted monthly to the Town Manager. Invoices should include a detailed description of all work performed.

III. EQUIPMENT: The Contractor shall furnish and maintain all trucks, labor, tools, machines, materials, and equipment necessary and required for the full, proper, and efficient conduct of the work. The equipment shall be kept in good order and repair. Each vehicle shall have clearly visible on each side the name and phone number of the Contractor.

IV. SUBCONTRACT: The Contractor shall not subcontract any portion of the work to be done hereto except upon the prior written consent of the Town of Occoquan. Any approved subcontract shall not release the Contractor from its primary liability to perform all aspects of the contract.

V. CONTRACT TERM: The Town will enter into a one (1) year contract with the selected Contractor to provide the services listed above. The contract will commence on July 1, 2021 and terminate on June 30, 2022. The contract may be renewed annually, for up to three years, if agreed upon by both parties.

VI. CONTRACT AWARD CRITERIA: Evaluation of the Contractor's proposal by the Town will include consideration of:

- Contractor's ability to meet the solid waste and recycling collection, delivery, and disposal requirements.
- Demonstrated capabilities of the Contractor to provide waste and recycling collection services.
- Quoted price.
- Terms and conditions of Contract and risks and liabilities to be borne by the Town.

VII. GENERAL CONTRACT TERMS AND CONDITIONS

1. **SUBMITTAL INSTRUCTIONS:** One (1) original copy and one (1) electronic copy of each proposal must be submitted on the attached proposal form and received by the Town of Occoquan, Town Manager, at the address shown on the cover page of this solicitation. Proposals must be received no later than the date and time listed on the cover page of this solicitation. Proposals in the form of telegrams, telephone, facsimiles, or email messages will not be accepted.

Contractors shall complete and submit as their proposal, the following documents:

- a. The return of the Request for Proposal cover sheet signed and filled out as required by a representative of the Contractor authorized to bind the firm into a contract.
 - b. All addenda acknowledgements, if any, signed and filled out as required. Any addenda to this solicitation can be easily accessed on the Town of Occoquan website - www.occoquanva.gov. Contractors are responsible for checking the website frequently. Failure to acknowledge all addenda may result in the rejection of your proposal submission.
 - c. Contract pricing proposal.
 - d. Include any additional information the Contractor believes to be essential to a thorough evaluation of its proposal.
 - e. Include a minimum of three (3) references where similar work was performed. Include the dates when work was provided, the business name, address, and name and telephone number of the contract administrator. The Town shall have the option of checking discovered references in addition to references provided by the Contractor. The Town must be able to contact references without notification to the Contractor.
2. **LATE PROPOSALS:** Proposals received after the submission deadline will be returned, unopened, provided a return address is visible.
 3. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The Town reserves the right to accept or reject any or all proposals in whole or in part and to waive minor informalities in the process of awarding this contract.
 4. **COMPETITION INTENDED:** It is the Town's intent that the Request for Proposal permit competition. It shall be the offerors responsibility to advise the Town Manager in writing of any language, requirements, specifications, etc. or any combinations thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.
 5. **INQUIRIES COMMENTS CONCERNING SPECIFICATIONS:** Questions or comments concerning the specifications, contained herein must be received by the Town Manager at least five (5) days prior to Proposal Due Date. Any interpretation deemed to be material in nature or that alters the scope of the goods or services being requested will be expressed in the form of a written addendum. Such addendum will be sent to all prospective offerors no later than three (3) days prior to the due date. Verbal communications will not be binding.
 6. **COSTS INCURRED IN RESPONDING:** This solicitation does not commit the Town to pay any costs incurred in the preparation and submission of proposals or in making necessary studies or designs for the preparation thereof, nor to procure or contract for services.
 7. **DISPOSITION OF PROPOSALS:** All materials submitted in response to this RFP will become the property of the Town. One (1) copy of each proposal shall be retained for official files and will become a public record. These records will be available for public inspection after award of contract. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Town except as to the disclosure restrictions contained in Section 12. "Disclosure: Trade Secrets and Proprietary Information".

8. **DISCLOSURE-TRADE SECRETES AND PROPRIETARY INFORMATION:** In compliance with the Virginia Public Procurement Act (the "VPPA"), all proposals will be available for public inspection. Trade secrets and proprietary information submitted by a Contractor in connection with a procurement shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the specific area or scope of data or other materials to be protected and state the reasons why protection is necessary. An all-inclusive statement that the entire proposal is proprietary is unacceptable. A statement indicating that costs are to be protected is unacceptable.

9. **LAWS AND REGULATIONS:** The Offerors attention is directed to the fact that all applicable Commonwealth of Virginia laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the contract shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out it full.

10. **LICENSE REQUIREMENT:** All firms doing business for the Town of Occoquan are required to be licensed in accordance with the Town's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance. Wholesale and retail merchants without a business location in Occoquan, VA are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Town Clerk at (703) 491-1918. The BPOL license number, if applicable, must be indicated on the pricing page of this Request for Proposal. Contractors submitting price quotes must be fully licensed to do business in Virginia.

11. **NON-ASSIGNMENT OF CONTRACT:** The contractor shall not assign the contract, or any portion thereof, without the advanced written permission of the Town Manager, such permission not to be unreasonably withheld.

12. **CONTRACT AWARD:** The resulting contract will be issued to the lowest responsive, responsible bidder offering the lowest total cost of goods or services. Price quotes should be listed for each individual service and broken down to a fixed monthly cost for each. The Town intends to award a contract for all identified services, but reserves the right to delete any services prior to contract award.

13. **INSURANCE REQUIREMENT:** Any vendor or contractor engaged to perform work on Town property shall not start work until they have obtained and provided at a minimum, proof of the insurance required below. Additionally, the contractor shall not allow any subcontractor to commence work until all similar insurance required of the subcontractor has been obtained.

These certificates must be forwarded to the Town Manager before the contract is signed.

Insurance Requirements:

Workers Compensation: Statutory Workers' Compensation and Employers' Liability insurance under the Commonwealth of Virginia statutory requirements.

Bodily Injury: \$2,000,000 each person
 \$2,000,000 each occurrence

Property Damage:

Automobile: \$2,000,000 each accident

General Liability: \$2,000,000 each accident
 \$2,000,000 each occurrence

*Notice of cancellation must be on insurance certificate- No change, cancellation, or non-renewal shall be made in any insurance coverage without a thirty-day written notice to the Town Manager. The contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all work and payments until the new certificate is furnished.

*The Town must be named as an additional insured. This proof must be in the form of a copy of the endorsement to your policy.

14. **CLAIMS:** The contractor shall be responsible for resolutions of any and all damage claims resulting from operations provided. Claims made to the Town as a result of operators provided under this contract will be referred to the contractor for handling. Failure to properly respond to and resolve claims constitutes unsatisfactory performance and may result in cancellation of the contract.

**TRADE SECRETS/PROPRIETARY INFORMATION IDENTIFICATION
IF NO PROTECTION IS NEEDED STATE "N/A" ON THE TABLE BELOW AND SIGN.**

Trade secrets or proprietary information submitted by any Bidder/Offeror in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act, however, the Bidder/Offeror must invoke the protection of §2.2-4342(F) of the Code of Virginia, in writing, prior to or upon submission of the data or other materials, and must clearly and specifically identify the data or other materials to be protected, and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by the Bidder/Offeror on the table below. If the Bidder/Offeror fails to identify any protected information on the table below, the Bidder/Offeror by return of this form, hereby releases The Town of Occoquan and all of its employees from any and all claims, damages, demands or liabilities associated with The Town of Occoquan’s release of such information, and agrees to indemnify it for all costs, expenses and attorney’s fees incurred by The Town of Occoquan as a result of any claims made by Bidder/Offeror regarding the release of such information. By submitting its bid or proposal, Bidder/Offeror understands and agrees that any language seeking protection from public disclosure, any specific documents or information, unless identified on the table below, are null and void and of no legal or binding effect on The Town of Occoquan. **The classification of line item prices, and/or total bid prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Bidder/Offeror refuses to withdraw such a classification designation, the bid/proposal will be rejected.**

Section/Title	Page Number(s)	Reason(s) for Withholding From Disclosure

Company Name: _____

Signature: _____



Town of Occoquan Corporate Limits