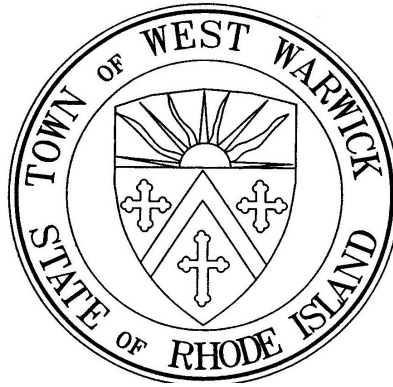


Town of West Warwick

Request for Proposals for Waste Collection Services



October 20, 2009

1. Introduction

The Town of West Warwick (Town) is soliciting proposals from highly qualified contractors for town-wide solid waste, recyclables, and yard waste collection services. The services specified hereinafter represent a dramatic change in approach for the Town of West Warwick. Waste management is and has been managed by the West Warwick Department of Public Works. Given the gravity of the financial crisis, we feel that now is the time to contract these services if significant financial savings can be produced without a reduction in quality of service. A start date for collection will be arrived at through mutual agreement between the Town and the Contractor and is anticipated to be sometime in early 1st quarter of 2010. Questions may be referred to Dave Lombardi, Acting Director of Public Works at dlombardi@westwarwickri.org or 401-822-9225. Proposals are to be mailed to Town of West Warwick, 1170 Main St. West Warwick, RI 02893 in a sealed envelope marked "West Warwick Waste Collection Proposal." Proposals must be received by 4:00 PM on November 23rd, 2010.

2. General Information

2.1 Demographics

The Town has an estimated population of 29,300 residents and an area of approximately 7.9 square miles. Garbage collection currently involves 5,579 single family units and 1,407 multi-family units.

2.2 Goals and Objectives

In the face of the current fiscal crisis, the Town seeks to increase savings and improve the taxpayers' Return on Investment in solid waste management. Cost savings constitute the primary goal of this RFP. The Town currently provides curbside trash and recycling pick-up on a weekly basis and yard waste pick up once a month. The Town desires to - at a minimum - maintain the same level and quality of service. If feasible, the town would like to improve on both the level and quality of service, specifically there is an interest in increasing yard waste collection to twice a month.

2.3 Reservation of Rights

This request for proposals is a solicitation and not an offer to contract. The Town reserves the right to reject any and all proposals. The Town further reserves the right to issue clarifications and other directives concerning this request for proposals; to require clarification or further information with respect to any proposal, and to determine the final terms of any contract. Interviews will be required by the Town with selected contractors to clarify contractor proposals and to allow for contract negotiations. Acceptance of any proposal will be based upon factors including, but not limited to: costs for service; completeness of proposal; demonstrated track record of successful service delivery at or below contracted costs; thoroughness and accuracy of information provided; customer service standards; value added service; and prior successful contractor performance with waste collection systems similar to the scale described in this RFP.

3. Basis of Proposal

Proposals submitted will be for the contractor to provide collection services for trash, recyclables and yard waste within the Town limits. Proposals must include, by paragraph numbers, basic information addressing the following:

3.1 Unit-Based Pricing

The contractor shall provide a proposal indicating charges for weekly trash and recyclables removal. The contractor shall also provide a proposal indicating charges for twice monthly yard waste removal. The proposal should include the cost for removal of trash, recycled material and yard waste.

3.2 Recyclable Material

All trash, recyclable material, and yard waste will be delivered to Rhode Island Resource Recovery Corporation (RIRRC) or other facilities that may be designated by the Town Council. Recyclables and waste shall be collected in material streams acceptable to RIRRC either separated by material or commingled according to what is mutually acceptable to the Town, the contractor and RIRRC. The recyclable materials will remain the property of the Town. Consequently, all revenues from or dues to RIRRC or other facilities designated by the Council will be the Town's.

3.3 Christmas Tree Collection

The contractor will also be responsible for Christmas tree collection in January and February of each year. This is considered a subset of "yard waste collection."

3.4 Schedule

The contractor will provide a schedule for same day weekly recyclable and trash removal, as well as monthly yard waste removal outlining proposed routes, etc. The schedule should rely on the map and additional resources provided in the appendixes of this RFP to offer a clear, realistic schedule. The schedule should permit for changes due to inclement weather or holidays.

3.5 Schedule of Operation

All collection will, except where expressly permitted by the Town, be limited to the hours of 7 A.M. to 8 P.M., Monday through Friday. Saturday and Sunday collection will not be permitted except with express permission of the director or acting director of public works. The schedule described under 3.4 will conform to these parameters.

3.6 Holiday

Holidays will include New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Columbus Day and Christmas. If the holiday falls on a weekday, then the Saturday following the holiday may be authorized as a collection day.

3.7 Trucks and Equipment

The contractor will provide information about the size, capacity and types of trucks and automation that it proposes to use, as well as any additional equipment considered necessary to the job such as communication devices, GPS systems, etc. The contractor must also indicate the age and state of any major pieces of equipment (e.g., trucks and automation). Contractor equipment may be housed at the Town of West Warwick Department of Public Works facility, assuming that it can be accommodated by the available space.

The Town reserves the right to visit the facilities of all interested contractors and observe the equipment used and the operational methods. These site visits will be coordinated with the appropriate representative(s) from each of the interested contractors. Any contract entered into by the Town may contain provisions regarding equipment weight, leak proofing, and similar performance standards.

3.8 Use of Subcontractors

The Contractor will indicate in the proposal whether or not it intends to use subcontractors for any part of the service provided, together with a list of all said subcontractors.

3.9 Public Information Meetings

Upon selection but prior to implementation of the trash collection service, the selected contractor will participate with Town staff and Council in one or more public meetings which will describe the new service to Town residents.

3.10 Customer Service

The Contractor will be responsible for providing all customer service functions including informing customers of current services, handling customer requests, and resolving customer complaints. The proposal will include information addressing the contractor's proposals for methods and a timeframe for communicating with the customers and responding to their questions and complaints. The contractor shall also include, with the proposal, a copy of their customer service standards.

3.11 Proposed Term of Contract

The contractor will provide proposals for three and five year terms of the contract. Alternatives for longer terms may be presented for consideration.

3.12 Option to Submit

The West Warwick Department of Public Works has the option to submit a proposal in order to compete for this contract.

4. Qualifications

The contractor is required to submit the following certified data regarding the contractor's qualifications to execute the work:

1. Satisfactory evidence that the contractor has no less than seven years experience providing trash and/or recycling collection services.
2. Evidence that the contractor is experienced with trash and/or recycling collection in New England.
3. Evidence that the contractor is in good standing in the State of Rhode Island.
4. A copy of the latest available financial statements of the contractor (or, if the contractor is a subsidiary or division, a copy of the financial statement of the parent corporation).
5. The names and resumes of the principal officers, partners, and/or officials of the Contractor as well as the name(s) and resume(s) of the individual(s) who will be responsible for the Town contract.
6. Evidence of a track record of successful performance in the field of waste and/or recyclable collection, including customer satisfaction and optimal budget performance.
7. Such additional information as will satisfy the Town that the contractor is adequately prepared to fulfill the terms of the contract.

5. General Terms

The contract with the Town will include, but not be limited to, general terms that are substantially as follows.

5.1. Maintenance and Records Reporting

The Contractor will maintain in its local office full and complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the Town. Reports shall be submitted by the second Thursday of each month to the Town documenting the following information:

1. A log of complaints and resolutions for trash, recycling and yard waste collection services;
2. A log of missed collections and responses;
3. A description of any vehicle accidents or infractions; and
4. Weights in tons of garbage, recyclable materials, and yard waste collected by commodity and where these items were transported to.

5.2 Compensation Payment Schedule

The contractor will bill the Town monthly on a per account basis for services provided. Within 45 days of the start of the Contract, the Contractor will coordinate with the Town's finance department to establish mutually acceptable billing forms. The Town will retain full auditing rights of contractor's accounting records as they pertain to the Town's contract.

The Town recognizes that one of the primary costs of the contractor to fulfill this contract is the price of vehicle fuel which is outside the control of the contractor. The Town is willing to negotiate an "energy shock" clause based upon the following US Energy Information Administration (USEIA) index:

<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

5.3 Failure to Perform, Remedies, Termination

The Town expects high levels of customer service and collection service provisions. Performance failures will be documented. Repeated infractions and particularly grave infractions may constitute a breach of contract and contractor default. See Section 5.5 for default provision.

5.4 Contract Default

Contractor shall provide a bond in the amount of \$100,000 or equal to the cost of two month's service to the Town, to cover the Town's costs in the event of contractor default.

5.5 Force Majeure

The Contract will provide that neither party shall be liable to the other for any delay in, or failure of, performance where performance is prevented or delayed by acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, rebellion, restraints or

injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise.

5.6 Indemnification and Insurance

The contractor shall be required to indemnify and hold harmless the Town, its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arises out of or are connected with the contractor's performance of the contract, if such injury, loss, or damage or any portion thereof, is caused by , or claimed to be caused by, the act, omission, or other fault of the contractor or any subcontractor of the contractor, or any officer, employee, or agent of the contractor or subcontractor, or any other person for whom the contractor is responsible. The contract will include provisions for the contractor to defend against such claims.

The contractor and any subcontractor of the contractor will be required to carry at their own expense workers' compensation insurance, and comprehensive general liability insurance used in performance of the contract. The contractor must provide sufficient worker liability insurance as well as vehicle liability insurance.

5.7 Compliance with Laws and Miscellaneous

The Contractor will be responsible at its expense for obtaining and complying with all necessary permits, ordinances, and laws. The contract will also include provisions concerning independent contractor status, equal employment opportunity, non-assignment, disclosure of information and records, applicable law, and such other terms and conditions as the Town may require.

6. Self-Reliance

The Town makes no guarantee on the data provided in this RFP. Contractors should perform due diligence as needed to verify data and attain additional information as needed in preparing their proposals. The contractor shall make no claims against the Town as a result of estimates or projections used herein, statements, or interpretation of data by Town staff or its agents.

7. Data

Data is provided to assist in preparation of your proposal. The data is available in the following attached appendixes:

Appendix A: Current Routes and Unit Distribution

Appendix B: Trash Weight Totals

Appendix C: Recycling Weight Totals

Appendix D: Yard Waste Weight Totals

Appendix E: Map of Routes

(More Detailed Maps May Be Available Upon Request)