



CITY OF  
**FAIRBANKS**

**REQUEST FOR PROPOSAL  
COVER SHEET**

**SUBMITTAL DEADLINE**  
  
**Time: 4:30 PM**  
**Date: February 10, 2012**

ISSUE DATE: January 18, 2012  
PROJECT: **Residential Recycling Program**  
No: **FB - 12 - 04**  
  
**Project No.: FB-12-04**

DELIVER PROPOSALS TO:  
City Clerk's Office  
ATTN: Jackson Fox Project Manager  
City of Fairbanks  
800 Cushman Street  
Fairbanks, Alaska 99701  
**Proposals Delivered To Another Location Will  
Not Be Considered.**

PURCHASING AGENT  
  
\_\_\_\_\_  
ANTONIO SHUMATE  
  
Date:\_\_\_\_\_

SECTION FOR PROPOSER USE: RETURN THIS ORIGINAL, COPY FOR YOUR FILES

PROJECT: \_\_\_\_\_  
DATE OF PROPOSAL: \_\_\_\_\_  
BUSINESS NAME: \_\_\_\_\_  
BUSINESS LICENSE NUMBER: City \_\_\_\_\_ State \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
PHYSICAL ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_  
  
BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(signature)

THIS IS NOT AN ORDER. THE ATTACHED TERMS AND CONDITIONS SHALL BECOME PART OF ANY CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSAL. PROPOSALS MUST BE SUBMITTED IN THE INDICATED FORMAT; ORIGINAL SIGNATURES MUST BE SUBMITTED ON THE FORM PROVIDED.

# TABLE OF CONTENTS

GENERAL INFORMATION	2
Background	2
Demographics	2
Objective	2
INSTRUCTIONS FOR RESPONDENTS	2
Questions, Objections or Comments	2
Disclaimer	3
Format	3
Quantity & Delivery	3
Improper Delivery	3
Fax Submittals	3
Lobbying	3
Reservation of Rights	
PROPOSED SCOPE OF WORK	4
General	4
Services, Schedule and Fees	4
Marketing and Materials	4
Additional Services	4
Deliverables	4
INSURANCE	5
TENTATIVE SCHEDULE DATES	5
OWNER'S RESPONSIBILITIES	6
STATUTORY REQUIREMENTS	6
SUBMISSION OF PROPOSALS	7
SELECTION PROCESS	7
AWARD OF CONTRACT	7
RIGHT TO REJECT AND NOT AWARD	7
SELF-RELIANCE	
EXHIBIT LISTING	8
EXHIBIT "A"	9
EXHIBIT "B"	12
EXHIBIT "C"	13

## **1. GENERAL INFORMATION**

### A. Background

The City of Fairbanks is soliciting proposals from qualified contractors to provide recycling services (curbside collection and/or collection point service) to residential customers within the City limits. The City currently offers residential refuse collection services, but does not offer options to recycle household waste materials such as paper, plastic, metal, aluminum and glass. The City is seeking a contractor to establish, operate and maintain a new program that offers residential recycling options to reduce the amount of solid waste being deposited in the landfill.

The City currently provides curbside refuse collection on a fixed three-day schedule

The services specified in this Request for Proposal (RFP) represent new services that shall be considered separate from the City's existing garbage collection services. The start date for collection services is to be set by mutual agreement between the City and the selected proposer.

### B. Demographics

The City has an estimated population of 31,500 people residing in an approximately 32.7 square mile area. Currently, approximately 6,000 City residences use refuse collection services. Commercial, industrial and government facilities are not part of this request for proposal (RFP).

### C. Objective

The objective of this RFP is to attract participation in recycling by one or more qualified contractor(s) to reduce the amount of solid waste being deposited in the landfill by offering curbside recycling services that are accessible to all residences within City limits.

While curbside recycling service ideally would occur on a fixed schedule on the same days as the City's refuse collection schedule, proposals for curbside recycling service collection areas may be smaller than the City's service area.

The City is seeking a contractor with high level of commitment to quality customer service. The selection of a successful proposer(s) and the execution of an agreement will be accomplished in accordance with the Fairbanks Code of Ordinances. The City reserves the right to select more than one proposer to provide service in different areas of the City.

## **2. INSTRUCTIONS FOR RESPONDENTS**

### A. Questions, Objections or Comments

Proposers are required to carefully review this proposal without delay for defects and questionable or objectionable matter. Questions, objections or comments must be made in writing and received by the Project Manager no later than ten days prior to proposal opening, so any necessary amendments may be published and distributed to proposers to prevent the opening

of defective proposals. Proposers' protests based upon any omission, errors or contents of the Request For Proposals will be disallowed if not made known prior to the proposal opening.

Address all questions, objections or comments to: Jackson Fox, Project Manager, Engineering Division, City of Fairbanks, 800 Cushman St., Fairbanks, AK99701. Faxed inquiries to (907) 459-6731 are encouraged.

Any potential proposers wishing to be notified of amendments of changes to the RFP shall provide the Purchasing Agent of their interest prior to the date of proposal opening.

#### B. Disclaimer

The City assumes no responsibility for any interpretation or representations made by any of its officers, agents or employees unless interpretations or representations are incorporated in a written amendment to the RFP.

#### C. Format

Proposals shall have a maximum of 10 pages, excluding resumes and fee schedule. The use of lay-flat binders is encouraged. Proposal shall be printed on 8-1/2" X 11" sheets using standard type size.

#### D. Quantity & Delivery

Deliver four (4) proposal copies to the address below before the deadline. Package(s) containing proposals must be sealed, marked and addressed as outlined in C above.

City Clerk  
800 Cushman Street,  
Fairbanks, AK 99701

#### E. Improper Delivery

Neither the City nor its officers, agents or employees shall be responsible for the premature opening of, or failure to open any proposal not properly addressed and identified.

#### F. Fax Submittals

Fax submittal of a proposal is not acceptable.

#### G. Lobbying

The RFP selection process shall not be compromised or distorted by private lobbying outside the procedures designated to award the best proposal for the City and the public. No proposer may disclose his proposal to members of the City Council or City Employees prior to the date and time when all such proposals are to be opened and made public.

After the proposals are made public, the City shall select those proposals which are responsive and which merit further discussion. Any person whose proposal is selected for further discussion shall confine all contacts with City representatives to those permitted by the formal selection procedures. Any person whose proposal is not selected must not discuss the matter with City employees or City Council members, but may file a protest under the City procurement code, FGC Article VII, Sections 54-281- 54-292.

#### H. Reservation of Rights

The request for proposal is a solicitation and **not an offer to contract**. The City reserves the right to reject any or all proposals. The City further reserves the right to issue clarifications and other directives concerning this request for proposal, 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 City with selected proposers to clarify proposer proposals and to allow for contract negotiations.

### **3. PROPOSED SCOPE OF WORK**

#### A. General

Proposals submitted will be for the contractor to provide non-exclusive curbside collection services to residences for recyclable materials within the City limits. Proposals must include; basic information addressing the following;

**Services, Schedule and Fees:** The proposer shall outline a plan to offer residential recycling services. The plan shall account for the collection, transportation and processing of materials to be recycled, as well as furnishing and maintaining recycling containers for residential customers if curbside collection is proposed. The plan shall also include a proposed schedule (weekly, biweekly, monthly, etc.) if curbside collection is proposed and any fees that would be charged to residences and/or the City for these services, if any. The proposer will be responsible for providing all equipment and storage facilities necessary for the collection, transportation and processing methods. It is strongly recommended that any curbside plan be based upon the City's refuse collection schedule; a copy of the current schedule is attached. The City reserves the right to amend its schedule.

**Marketing and Materials:** The proposer shall outline their plan to advertise and market the curbside recycling services to residences within City limits, what specific materials will be accepted (i.e. paper, plastic, metal, aluminum, glass, etc.) and where the materials will be sold/delivered to be recycled.

**Additional Services:** The proposer may provide a list of additional services that may be provided, together with a price list for such services.

#### **4. DELIVERABLES**

The selected contractor(s) shall provide a report to the City on an annual basis that includes the following items:

- A. Labor, equipment and material costs for performance of this contract;
- B. All monies received for sale/delivery of recycled materials; and
- C. A breakdown of how many residences participated in the curbside recycling program, the quality of each material that was recycled, and where and how the material was recycled.

#### **5. INSURANCE**

The selected contractor(s) will be required to maintain throughout the period of this contract, insurance in the following minimum requirements:

- A. Commercial General Liability Insurance: The Contractor is required to provide Commercial General Liability (CGL) insurance on an occurrence form with limits not less than \$1,000,000 Combined Single Limit per Occurrence and \$2,000,000 in the Aggregate not excluding premise operations, independent contractors, products and completed operations, broad form property damage, blanket contractual, collapse, and underground hazards.
- B. Comprehensive Automobile Liability Insurance: The Contractor shall cover all owned, hired, and non-owned vehicles with coverage limits not less than \$1,000,000 single limit per occurrence for bodily injury and property damage.
- C. Workers' Compensation and Employers' Liability Insurance: Statutory requirements by the applicable state law or regulation. Employers' Liability insurance shall be \$100,000 each accident for bodily injury, \$500,000 policy limits for bodily injury by disease, \$100,000 per employee for bodily injury by disease.
- D. Professional Liability, Including Valuable Papers Coverage: In the amount of \$1,000,000, or the contract ceiling price, whichever shall be greater.

Without limiting its indemnification, the contractor shall maintain all insurance specified and minimum limits set forth. All insurance limits are minimums and if Contractor's policies contain higher limits, the City shall be entitled to such limits. The City, at its sole discretion may raise or lower the above limits.

#### **6. TENTATIVE SCHEDULE DATES**

Proposal Submittal February 10, 2012

Projected Acceptance Date: March 1, 2012

Project Start Date: To be determined by mutual agreement.

## **7. CITY COORDINATION**

The City will provide a Project Manager from the Engineering Division to review the proposer's plan(s) and coordinate the work as necessary with Department of Public Works personnel.

## **8. STATUTORY REQUIREMENTS**

The proposer(s) chosen will be expected to comply with all Federal, State, Borough and City laws and statutes. Sections from State of Alaska Statutes and City of Fairbanks Code of Ordinances are listed, for your reference, because of their particular applicability to this project.

- A. Alaska Employee Preference Requirements -AS 36.10.010 through 36.10.125.
- B. City of Fairbanks Purchasing Ordinance, Particularly - Fairbanks General Code Section 54 - 201-54 - 208: Competitive Sealed Proposals.
- C. The proposer chosen must comply with all federal non-discrimination and affirmative action requirements, including Title VII of the Civil Rights Act of 1964 and 1992; Equal Employment Opportunity (EEO) provisions contained in 41 CFR Part 60, and the Disadvantaged Business Enterprise (DBE) Program requirements as defined by CFR part 23.
- D. Proposers certify, by the submission of their proposal, that they comply with applicable portions of the Federal Civil Rights Act of 1964, the Equal Employment Opportunity Act, Alaska Statute 18.80.010 – 18.80.300, and regulations issued under these acts by the state and federal governments. Bidders not in compliance with these requirements will be declared none responsive.

## **9. SUBMISSION OF PROPOSALS**

Proposals shall contain the following information:

- A. Proposed project manager and staff, including their detailed qualifications and experience. Identify key team members by name. Clearly indicate the degree of actual project participation by each identified team member.
- B. Your company's qualifications and experience with similar projects.
- C. Your proposed plan of accomplishing the objectives, organization, methodology and management, and structure of the proposed project staff and/or subconsultants. Provide references for similar projects.

D. A project schedule with milestone dates for accomplishing each major task and submittals. Indicate ability to perform the contract within specified time without delay or interference.

E. Any additional information which may warrant special consideration.

## **11. SELECTION PROCESS**

The City of Fairbanks, through a selection committee, will review the submitted proposal using the evaluation criteria on the attached Selection Review Sheet. Contract negotiation will begin with the most qualified and suitable firm of demonstrated competence for recycling services to determine whether an agreement can be reached. If an agreement cannot be reached, then the City may negotiate with the next most qualified and suitable proposer. The final contract will be submitted to the Mayor for approval.

## **12. AWARD OF CONTRACT**

A contract may be awarded to the responsible and responsive proposer whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation factors set out in the request for proposals.

## **13. RIGHT TO REJECT AND NOT AWARD**

The City may accept or reject any and all proposals or waive irregularities, and reserves the right not to enter into a contract when it is in the best interest of the City to do so.

## **14. SELF-RELIANCE**

Proposers are expected to conduct their own investigations and research of relevant information used to develop their proposals including but not limited to the estimated number and type of housing units, anticipated participation, diversion, container weights and all conditions related to services provided.

## **15. EXHIBIT LISTING**

Exhibit "A." City of Fairbanks professional services agreement

Exhibit "B." RFP evaluation form

Exhibit "C" Certificate of Insurance form

Exhibit "D" Current City Refuse Collection Route Schedule can be found at <http://www.fairbanksalaska.us/departments/public-works/refuse-schedules/>.



EXHIBIT "A"

CITY OF FAIRBANKS

CITYWIDE RESIDENTIAL RECYCLE COLLECTION PROGRAM

FB-12-04

RESIDENTIAL RECYLING SERVICES CONTRACT

THIS AGREEMENT, made at Fairbanks, Alaska, this \_\_\_\_ day of \_\_\_\_\_ 2012, by and between the CITY OF FAIRBANKS, a municipal corporation of the State of Alaska, hereinafter referred to as the "City", and \_\_\_\_\_, of \_\_\_\_\_ hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the City of Fairbanks has made a request for proposal for a residential and/curbside Recycle Collection Program; and

WHEREAS, the Contractor was selected according to procedures of the Fairbanks General Code of Ordinances.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration of the premises and of the covenants and agreements to be performed by the parties hereto, the City and Contractor mutually agree as follows:

1. Scope of Services. The scope of work will be set forth in the Contractor's proposal dated \_\_\_\_\_, 2012, which is attached to and made a part of this contract as Attachment "A".

2. Compensation. How does the proposer expect to receive compensation for the recycling program?:

\_\_\_\_\_  
\_\_\_\_\_

3. Schedule. Proposed date of that services will begin:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Project Organization. This project shall be the direct responsibility of \_\_\_\_\_ of \_\_\_\_\_, who will participate in all key elements of the project.

5. Delegation/Assignment. The services and duties to be performed by Contractor are mutually agreed to be unique and personal, and neither party shall assign rights nor delegate any duties under this agreement without the written consent of the other.

6. Equal Opportunity Employers. The City and Contractor are both Equal Opportunity Employers and, as such, agree they will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, marital status, change in marital status, or physical or mental handicap.

7. Termination. Either party may terminate this agreement upon 30 days written notice.

8. Jurisdiction: Choice of Law. Any civil action arising from this contract shall be brought in the Superior Court, Fourth Judicial District, for the State of Alaska, at Fairbanks, or in the United States District Court, for the State of Alaska, at Fairbanks. The law of the State of Alaska shall govern the rights and duties of the parties under this contract.

9. Entire Agreement. This contract and any writings incorporated by reference herein embody the entire agreement of the parties. This contract shall supersede all previous communications, representations or agreements, whether oral or written, between parties hereto.

WITNESS WHEREOF, the parties have executed this contract as the day and year first above written.

FIRM: \_\_\_\_\_

ATTEST: (When Applicable)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF FAIRBANKS:

\_\_\_\_\_  
By: Jerry B. Cleworth

Title: Mayor Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
By: Janey Hovenden

Title: City Clerk Date: \_\_\_\_\_

APPROVED AS TO FORM:

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By: Paul Ewers  
Title: City Attorney

Date:

APPROVED AS TO CONTENT:

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By: Jackson Fox  
Title: Environmental Manager

Date:

**EXHIBIT "B"**  
**FB-12-04 CITYWIDE RESIDENTIAL COLLECTION AND RECYCLE PROGRAM**  
**REQUEST FOR PROPOSAL EVALUATION FORM**

CONTRACTOR: \_\_\_\_\_

REVIEWER: \_\_\_\_\_ DATE: \_\_\_\_\_

**Evaluation Criteria**

**Points Weight Award**

1.	Objectives & Services: Determine how well the proposer understands the objectives of the project and the services required for each phase. How well does the proposer show how the services meet the objectives?	0-5	15	
2	Qualifications & Experience: How well has the proposer demonstrated that it has the qualifications and experience to complete the required services on time and with quality results?	0-5	10	
3	Qualifications & Experience: PROJECT STAFF Evaluate the qualifications and experience the proposer's staff brings to the project, and the individual's ability to manage the program and in a professional manner.	0-5	15	
4	Qualifications & Experience: Evaluate special knowledge of proposer's recycling experience.	0-5	20	
5	Location: A proposer with staff based in the Fairbanks North Star Borough will be awarded 5 points, a with staff based elsewhere in Alaska will be awarded 2 points and a Project Manager based outside Alaska will be awarded 0 points.	0-5	5	
6	Methodology and Management: Evaluate the Proposer's descriptive approach to performing the program, considering Proposer's detailed description of services to be provided. Review and evaluate the Proposer's management plan and organization and coordination .	0-5	20	
7	Quality of Proposal and Conformance to RFP: Assess the overall quality and effort evident in preparing and submitting the proposal, review and evaluate conformance to the RFP format requirements	0-5	10	
8	Workload and Resources: Evaluate the current and pending time commitments of the proposer, staff and subconsultants and Proposer's adequacy of personnel, facilities and other resources necessary to perform the services.	0-5	5	
9	Business History and References: Consider length of time the proposer has been in business under the current name or prior names. Evaluate the number of prior projects performed by the proposer that are similar to the services under this RFP. Review business and project references.	0-5	5	

## EXHIBIT "C"

### CERTIFICATE OF INSURANCE - SAMPLE FORMAT ONLY

This certifies to CITY OF FAIRBANKS, 800 Cushman Street, Fairbanks, Alaska 99701 that the following described policies have been issued to:

Insured

\_\_\_\_\_

Address

\_\_\_\_\_

Location of operations insured

\_\_\_\_\_

Description of work: **COLLECTION AND RECYCLING SERVICES PROGRAM FB-12-04.**

POLICIES EXPIRATION AND INSURERS _____	LIMITS in thousands (1,000)	POLICY NUMBER	DATE
Worker's Compensation	Bodily Injury	Property Damage	

\_\_\_\_\_  
(Insurer) \_\_\_\_\_

Comprehensive General Liability	Each Person	Each Occurrence	
_____ (Insurer) _____	Each Occurrence	Aggregate	Combined Single

Comprehensive Auto Liability	Each Person	Each Accident	
_____ (Insured) _____	Each Accident	Combined Single Limit	

Umbrella Liability

\_\_\_\_\_  
(Insured) \_\_\_\_\_

All policies are in effect at this time and will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the certificate holder named on the top line. any coverage afforded the certificate holder as an Additional Insured shall apply as primary and not excess to any insurance issued in the name of the certificate holder.

The following coverages or conditions are in effect:	Yes	No
<u>Longshore and Harbor Workers' Act</u>		
<u>Products and Completed Operations</u>		
<u>CITY OF FAIRBANKS Named as Additional Insured</u>		
<u>Cross Liability Clause</u>		
<u>Broad Form Property Damage</u>		

X.C.U. Hazards Included  
Blanket Contractual Liability  
Independent Contractors' Protective Liability  
Builder's Risk

Date \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

At \_\_\_\_\_