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 Maricopa, AZ 85138
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REQUEST FOR PROPOSALS
Recycling and Household Hazardous Waste Drop-Off Station Operation
RFP: 15CM122314

INTRODUCTION

The City of Maricopa will accept competitive sealed proposals for recycling and household hazardous waste drop-off station operation at the Maricopa City Hall at the address or physical location until the date and time detailed below. Proposals shall be delivered to the location listed below and shall be in the actual possession of the City on or prior to the exact date and time indicated below. Late proposals will not be considered. **Proposals shall be submitted in a sealed package with “RFP –15CM122314 Recycling and Household Hazardous Waste Drop-Off Station Operation” and the Offeror’s name and address clearly indicated on the front of the package.** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the **entire** Request for Proposal.

Pre-submittal Meeting:	January 6, 2015 at 3:00 p.m. Maricopa City Hall
Proposal Due Date:	January 20, 2015
Proposal Time:	2:00:00 PM MST (**NOTE 2:00 pm Close Time**)
Number of Qualifications:	1 unbound original and 1 bound copy
Contact:	Pattie LaCombe, Purchasing Manager
E-Mail:	patricia.lacombe@maricopa-az.gov
Mailing Address:	39700 W. Civic Center Plaza, Maricopa, AZ 85138
Location:	39700 W. Civic Center Plaza, Maricopa, AZ 85138

OFFER

To the City of Maricopa: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Request for Proposal package issued by the City.

OFFEROR CONTACT INFORMATION

For clarification of this offer contact:

Name: _____ Email: _____

Federal Employer Identification Number: _____

Authorizing Offeror Signature: _____

Company Name _____

Printed Name _____

Address _____

Title _____

City _____ State _____ Zip Code _____

Telephone: _____
 Fax: _____

INSTRUCTIONS TO OFFEROR

1. PREPARATION OF PROPOSAL:

- a. Telegraphic (facsimile), Mailgram or electronic proposals will not be considered.
 - b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
 - c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer.
 - d. If price is a consideration and in case of error of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
 - e. Periods of time, stated as a number of days, shall be calendar days.
 - f. It is the responsibility of all Offerors to examine the entire *Request for Proposal* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a proposal. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.
- 2. INQUIRIES:** Any question related to the *Request for Proposal* shall be directed in writing or via e-mail **no later than five (5) days prior to the proposal opening date**, to the person whose name appears on the front. Questions submitted after that period may not be answered due to time constraints. Any correspondence related to a *Request for Proposal* should refer to the appropriate *Request for Proposal* ID, page, and paragraph number. These questions and answers will be communicated to all via a formal addendum to the solicitation, posted on the City website as Q&A Clarifications. However, the Offeror shall not place the *Request for Proposal* ID on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request for Proposal* due date and time.
- 3. PRE-PROPOSAL MEETING:** Tuesday, January 6, 2014, at 3:00 pm at Maricopa City Hall 39700 W. Civic Center Plaza, Maricopa, AZ 85138 .
- 4. DUE DATE AND TIME:** Offerors must submit proposals to the City's Purchasing Manager or designee by 2:00:00 pm on January 20, 2015, at the address or physical location listed on the Introduction/Offer Sheet (Page 1 of RFP). Late proposals will not be accepted.
- 5. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, an Offeror (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or Mailgram proposal withdrawals will not be considered.
- 6. AMENDMENT OF PROPOSAL:** Receipt of an RFP Amendment shall be acknowledged by signing and returning the original document prior to the specified proposal due date and time or with the original submittal document.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.
8. **TAXES:** The City of Maricopa is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
9. **Reserved:**
10. **AWARD OF CONTRACT:** Notwithstanding any other provision of this *Request for Proposal*, The City expressly reserves the right to:
 - a. Waive any immaterial defect or informality; or
 - b. Reject any or all proposals, or portions thereof; or
 - c. Reissue a Request For Proposal; or
 - d. Unless the Offeror states otherwise, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. If the Offeror's offer is an "all or nothing" offer, it must be so indicated on the offer sheet.

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STANDARD TERMS AND CONDITIONS

1. **Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
2. **Gratuities:** The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible city government customers, shall not be prohibited by this paragraph.
3. **Applicable Law:** In the performance of the resultant contract, Contractors shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Maricopa including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.

The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.

The contract is subject to the provisions of ARS §38-511; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **Legal Remedies:** All claims and controversies shall be subject to resolution according to the terms of the City of Maricopa Procurement Code.
5. **Contract:** The resultant contract between the City of Maricopa and the Contractor shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, and any amendments thereto, and (2) the offer submitted by the Offeror in response

to the RFP. In the event of a conflict in language between the City and the Contractor, the provisions and requirements of the resultant contract shall govern. In event of a conflict in language between the RFP and the Contract, the provisions and requirements of the Contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the Offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the Contract or the Offeror's offer. The RFP shall govern in all other matters not affected by the written contract.

6. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific RFP. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this RFP or any resultant contract.
7. **Relationship to Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
8. **Subcontracts:** The Contractor shall enter into no subcontract with any other party to furnish any of the material, service, or construction specified herein without the advance written approval of the City. The Contractor is responsible for contract performance whether or not Subcontractors are used.
9. **Indemnification:** Consultant shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the performance of work under this Agreement by Consultant, or any of Consultant's employees, agents or subconsultants, and from all claims by Consultant's employees, subconsultants and agents for compensation for services rendered to Consultant in the performance of this Agreement, notwithstanding that City may have benefited from their services. This indemnification provision shall only apply to any and all negligent acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Consultant or Consultant's employees, subconsultants or agents.
10. **Overcharges by Antitrust Violations:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
11. **Force Majeure:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other

similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Force Majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *certificate-return receipt* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

12. **Right to Assurance:** Whenever one party to the resultant contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) day, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
13. **Right to Audit Records:** The City may, at reasonable times and places, audit the books and records of any contractor as related to any contract held with the City.
14. **Right to Inspect Place of Business:** The City may, at reasonable times inspect the place of business of a contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
15. **Inspection:** All material and/or services are subject to inspection by the City. Materials and/or services failing to conform to the specifications of the resultant contract will be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. They may elect to do any or all:
 - a. Waive the non-conformance
 - b. Stop the work immediately
 - c. Bring material into compliance

This shall be accomplished by a written determination for the City.

16. **Liens:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
17. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to the contract.
18. **Patents and Copyrights:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this RFP are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
19. **Cost of Bid/Proposal:** The City shall not reimburse the cost of developing or providing any response to this RFP. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
20. **Public Record:** All offers submitted in response to this RFP shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
21. **Termination for Non-Appropriation:** Any contract entered into by the City shall terminate at the end of the then current fiscal period for non-appropriation of funds if the City's governing body fails to appropriate funds to pay for the payments contemplated by the contract. The City's fiscal period ends June 30th of each year.
22. **Warranties:** Vendor warrants that all goods delivered under this contract will conform to the requirements of this contract (including all applicable descriptions, specifications, drawings and samples), and will be free from defects in material and workmanship and will be free from defects in design and fit for the intended purpose. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligation of vendor or the right of Buyer under the foregoing warranties.
23. **Cooperative Use of Contract:** In addition to the City of Maricopa and with the approval of the contracted vendor, this contract may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.
24. Per A.R.S. § 35-392, the City is prohibited from purchasing for a company that is in violation of the Export Administration Act.
25. **Federal Immigration and Nationality Act (FINA):** By entering into the Contract, the CONTRACTOR warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Purchasing Manager upon request. These warranties shall remain in effect through the term of the Contract. The CONTRACTOR and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department

of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at www.USCIS.GOV.

- 25.1 The City may request verification of compliance for any CONTRACTOR or subcontractor performing work under the Contract. Should the City suspect or find that the CONTRACTOR or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the CONTRACTOR. All costs necessary to verify compliance are the responsibility of the CONTRACTOR.

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SPECIAL TERMS AND CONDITIONS

PURPOSE

The City of Maricopa intends to establish a contract with a qualified organization to operate a household recycling drop-off station and to hold periodical household hazardous waste (HHW) drop-off events for the City of Maricopa. The successful contractor shall provide labor, materials, equipment, supplies, transportation, staff expertise, and record keeping. The purpose of this solicitation is to secure a safe, expeditious, and cost-effective disposition of recycling materials and household hazardous waste. The services required are detailed in this RFP.

The City of Maricopa has a current estimated population of 46,000 consisting primarily of residents of master planned communities living in single family homes. The City would like to encourage clean, safe and environmentally friendly neighborhoods. Many residents want to properly recycle goods and material and safely discard HHW but they do not have the knowledge of such facilities or the capacity to transport the materials over long distances

Historically, residents have an expectation of a level of service of, at a minimum, a location within or near the City limits for weekly or self-service drop-off and collection of recyclable items and at minimum, annual drop-off events for common forms of household hazardous waste.

1. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
2. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
3. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for five (5) years, unless terminated, cancelled or extended as otherwise provided herein. At the discretion of the City of Maricopa City Council, there may be an option for two (2), five (5) year contract renewals.
4. **Proposal Format:** *A total of one (1) unbound original document (label original) and 1 bound copy shall be submitted in the format indicated in the Proposal Format and Requirement section of the RFP.*
5. **Key Person:** It is essential that the Contractor provide an experienced person, capable of and devoted to the successful management and oversight of this drop-off station as described under any resultant contract.

6. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposals for which the proposal was submitted shall be publicly read and recorded in the presence of a witness. Proposals, modifications, and all other information received in response of this Request for Proposal shall be shown only to City personnel having legitimate interest in the evaluation. PRICES SHALL NOT BE READ. After award of the proposal, the successful proposal and the evaluation documentation shall be open for public inspection.
7. **Evaluation:** The City of Maricopa shall evaluate proposals based upon the following criteria listed below in order of importance.
- A. **Capabilities (25 points):** Offers shall describe experience related to the management of a recyclable materials drop-off station, manned or self-service, and the oversight of household hazardous waste collections contractors. Offer shall include experience and qualifications of an operations manager with a minimum of one (1) years' experience in providing recycling drop-off and management of collection of household hazardous waste contracts.
 - B. **Compliance with Specifications (15 points):** Offers shall include Contractor's understanding of the project and a plan of action describing how they propose to accomplish the work. The plan of action should include a summary of drop-off activities, marketing, safety, removal of collected materials, staff duties and hours (if any) and, planning of HHW events.
 - C. **HHW Event Plan (15 points):** Please provide a detailed plan on how you would organize periodical HHW events. Please include in this plan: 1) types of services to be provided and marketing efforts; b) vender responsibilities; and c) general site preparation and cleanup for event day.
 - D. **User Accessibility Plan (15 points):** Offeror will provide details on how users of the station will go about learning about, locating and dropping off recycling goods. Will also include details about access, traffic flow, self-service instructions, ease of sorting, user safety, and potential for cross contamination of categories of recycling.
 - E. **Pricing (20 points):** This contract will be based on a set fee schedule that the successful contractor will charge the City of Maricopa. The offeror will provide a completed pricing sheet (attachment A).
 - F. **References (10 points):** Offeror shall provide at least three (3) references from customers for whom provider has provided similar service, in the past twenty-four (24) months. Name, address, phone number, length of service, and a brief description of the scope of service provided. In addition to references listed, the City reserves the right to contact references not provided by Offeror.
8. **Discussions and Interviews:** After the receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The City reserves the right to conduct personal interviews or require presentation of any or

all proposals prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interview/presentations.

9. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Finance Director of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Finance Director makes a written determination.

10. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.

11. **Resultant Contract:** A contract shall be issued between the City and the successful Offeror(s) following award.

12. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred.

13. **Liquidated Damages:** Liquidated damages shall be in the amount of \$100.00 for each calendar day of delay.

- a. If the contract is not terminated, the contractor shall continue performance and be liable to the City for the liquidated damages until the products are delivered or services performed.
- b. In the event that the City exercises its right of termination, the contractor shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar supplies or services.

14. **Insurance:** The City requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation. The City will notify the successful contractor(s) of the intent to issue a contract award. The successful contractor(s) shall at that time submit a copy of the insurance certificate for coverage with minimum amounts stated. The coverage shall be maintained in full force and effect during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

15. **Licenses:** Contractor shall maintain in current status all Federal, State, and Local Licenses and permits required for the operation of the business conducted by the contractor. Please include copies of the licenses and permits with the submittal.

16. **City of Maricopa Business License:** The successful contractor will be required to have a valid and current City of Maricopa Business License prior to the Notice to Proceed.

17. **Bonds:** The successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or

sureties. Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

The successful Contractor shall deliver to the City a Payment Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

18. **Cancellation:** The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the contractor to carry out any obligation, term or condition of any resultant contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor fails to accept material as specified in the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required as stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

18.1 Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
- d. In case of default, the City reserves the right to purchase materials, or to complete the required work. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.

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SCOPE OF SERVICES

I. Background

The City of Maricopa has a current estimated population of 46,000 consisting primarily of residents of master planned communities living in single family homes. The City would like to encourage clean, safe and environmentally friendly neighborhoods. Many residents want to properly recycle goods and material and safely discard HHW but they do not have the knowledge of such facilities or the capacity to transport the materials over long distances.

The City of Maricopa intends to establish a contract with a qualified provider for the operation of a household recyclable materials drop-off station and for the organization of periodic household hazardous waste (HHW) drop-off and collection events. The successful contractor shall provide labor, materials, equipment, supplies, transportation, staff expertise, and record keeping. The purpose of this solicitation is to secure a safe, expeditious, and cost-effective disposition of recycling materials and household hazardous waste. The purpose of this scope is to address the type, frequency, location and fees for the operation of a basic recycling station and management of HHW events.

II. Weekly recycling drop-off:

The provider will operate a drop-off station for the collection for recyclable materials at a site of 2 acres with the option to move to a larger 10 acre site. Offeror shall work with the City to identify an optimal site. If requested by the Offeror the City will facilitate the acquisition of a site that will have a minimal cost to the Offeror. Optimal site is defined as a balance between proximity to the City, land usage, size, accessibility, infrastructure improvement cost, site transition cost, site safety and insurance cost. The station will be managed by the provider. The site will be fenced and staffed by a caretaker for a minimum of six (6) hours a week or exist as a self-serve drop-off station that is functional, safe and fitted with adequate lighting and security. Offeror may suggest variation in operations that exceed the minimum requirements stated here.

One-time initial site infrastructure or transitional cost may be included for consideration in this proposal. The successful contractor will also be required to be in compliance with existing City and County zoning codes.

The site will accept the following materials and product:

Recyclable Material:

- Paper
- Cardboard
- Plastics (#1-#7)
- Aluminum cans
- Glass bottles

- Tin cans

Recyclable Items

- Tires
- Household appliances

The Offeror may allow additional recyclable materials, additional HHW items, or bulk trash to be dropped off and disposed of as part of this proposal.

III. Periodic Household Hazardous Waste Drop-Off Events:

The provider will, at a minimum, offer one (1) hazardous household waste (HHW) event per year within the City of Maricopa. The provider will contract for, and oversee, the safe and legal collection, packaging, storage, and removal of all accepted HHW. Offeror may suggest variation in operations that exceed the minimum requirements stated here.

HHW Contractors will comply with all local, state and federal laws including, but not limited to, EPA, ADEQ and OSHA. HHW Contractors will follow best practices and hold adequate liability insurances for the collection, handling, storage and removal of HHW.

The provider will allow the drop-off and collection, at minimum, of the following items:

- Paint
- Acid base products
- Petroleum based products
- Pesticide-herbicides

The event site must be cleared and returned to a safe condition by the end of each event.

IV. Marketing and Advertising :

The provider will conduct a marketing plan advertising recycling and HHW services using social media and paid print online advertising.

V. Resident Charges:

The Offere will not charge residents for collection of items, cost, or sevice include in the Primary Bid portion of the Pricing Sheet (Attachment A)

The Offeror may propose to charge individual residents a per piece fee at the time of drop off for the collection of recyclable materials for additional items not part of the Primary Bid portion of this RFP. Additional charges will be listed individually by unit price in the Pricing Sheet as a Bid Option (attachment A). The provider will be required to prominently display at the site what materials are accepted at no cost to individual residents and what materials will be accepted for a per peioce or unit cost

VI. Misc. Requirements

Records

Provider shall keep a Collection Log, and other reports as required to measure the type and volume of collection, origin of the materials (address if possible) and statistical data. All records shall comply with applicable statutory requirements.

Quarterly Reports

The provider will supply quarterly reports to the City Manager's office documenting the expenditure of funds, hours, the type and volume of materials collected and other metrics needed to validate the providers' compliance with the requirements of this proposal. The provider will conduct up to two presentations to Council if requested by the City.

Access

Provider will coordinate with the City to share contact information and to allow access in emergency situations.

VII. Additional Requirements

- i. Bonded
- ii. Licensed (if required) Local, State, and Federal – please provide copies with submittal
- iii. Insurance (see Special Terms and Conditions, item 14)

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PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in paragraphs below must be included with all proposals. *Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.*

In order for the City to conduct a uniform review process, all proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection.

1. **Offer Sheet:** The attached Introduction/Offer Sheet (Page 1 of RFP) must be completed and returned with the Offeror's proposal. Failure to return the Offer Sheet and to sign it is grounds for the City to reject a proposal.
2. **Table of Contents:** The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the City's Request for Proposal and must include all the items set forth in this section of the Request for Proposal.
3. **Letter of Transmittal (Limit to two pages):** A letter of transmittal must be submitted with an Offeror's proposal. The letter must include:
 - a. A statement of the Offeror's understanding of the products and services required by the Request for Proposal listed in the scope of work.
 - b. The names of the persons who are authorized to make representations on behalf of the Offeror (include their titles, addresses, fax number, e-mail addresses and telephone numbers).
 - c. A statement that the individual who signs the transmittal letter is authorized to bind the Offeror to contract with the City.
4. **Firm Overview (Excluding attachments, limit to four pages):**
 - a. Your firm is in what primary line of business?
 - b. Discuss the structure of your firm. If a private firm, state whether a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the firm has been in business under the current business name as well as any previous business names.

- c. Provide documentation that the Offeror is licensed under the applicable laws of the State of Arizona to operate a recycling and hazardous waste collection service.

5. **Bonds:** The successful Contractor shall deliver to the City a Performance Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must accompanied by a certified copy of such agent's authority to act.

The successful Contractor shall deliver to the City a Payment Bond issued by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes Title 20, Chapter 2, Article 1. The bond shall not be executed by an individual surety or sureties. Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

6. **Experience (Excluding attachments, limit to three pages):**

- a. Describe comparable services, if any, provided by the firm since January 2010 similar in scope to the City's request. Please include the names of the municipalities or jurisdictions that you have provided this service.
- b. How long has your firm been in the recycling/household hazardous waste collection and disposal business and in what cities or locations has your business been licensed.
- c. Please include the resumes of the principle(s) of your firm along with their experience in the recycling/household hazardous waste collection and disposal industry and their number of years in the industry.

7. **Detail responses to the Evaluation Criteria:** Please include detailed information addressing the evaluation criteria as defined in the "Special Terms and Conditions", Item # 7, page 10.

- A. **Capabilities:** Offers shall describe experience related to recycling. Responses shall demonstrate that qualified person will be overseeing drop-off station activities. Offeror will describe experience, if any, in management or oversight of a self-service recycling station. Offerors shall describe experience selecting vendors and managing contractors who collect and remove household hazardous waste.
- B. **Compliance with Specifications:** Offers shall include Contractor's understanding of the project and a plan of action describing how they propose to accomplish the work. The plan of action should include a summary of drop-off activities, marketing, safety, removal of collected materials, staff duties and hours (if any) and, planning of HHW events.
- C. **HHW Event Plan:** Please provide a detailed plan on how you would organize periodical HHW events. Please include in this plan: 1) types of services to be provided and marketing efforts; b) vendor responsibilities; and c) general site preparation and cleanup for event day.
- D. **User Accessibility Plan:** Offer will provide details on how users of the station will go about learning about, locating and dropping off recycling goods. Will also include details

about access, traffic flow, self-service instructions, ease of sorting, user safety, and potential for cross contamination of categories of recycling.

E. **Pricing:** This contract will be based on a set fee schedule that the successful contractor will charge the City of Maricopa. The offeror will provide a completed pricing sheet (attachment A).

F. **References:** Offers shall provide at least three (3) references from customers for whom provider has provided similar service, in the past twenty-four (24) months. Name, address, phone number, length of service, and a brief description of the scope of service provided. In addition to references listed, the City reserves the right to contact references not provided by Offeror.

8. **References (Limit to one page):** Offerors shall provide three (3) references from Arizona localities in which Contractor has provided similar service in the past twenty-four (24) months. Please provide name, address, phone number, length of service, and a brief description of the scope of service provided. In addition to references listed, the City reserves the right to contact references not provided by Offeror.

9. **Disclosures of Conflict of Interest: (Limit to one page):** The offeror shall include a statement that no conflicts of interest exist as defined by Arizona Revised Statutes, Title 38, Chapter 3, Article 8. In the event any professional or personal financial interest, does exist the nature of the relationship shall be disclosed to the City and examined by the City of the material facts of the disclosure. The above reference statute shall govern the actions of the city in the event a conflict exists.

10. **Substitute W-9 Form:** Complete and return the attached City of Maricopa Substitute W-9 form (Attachment B).

11. **Proposed Fees/Compensation:**
Complete a Pricing Sheet for the proposal that your firm wishes to submit. (Attachment A). Costs quoted should be the total costs to the City or the residents.

The expectation is that the successful contractor will charge the City a set monthly fee. It is expected that the contractor will not charge any additional fees to City residents except for set wholesale recycling fees. Please provide the current and forecasted maximum wholesale recycling fees per unit for the above defined wholesale recycling charges.

12. **Pre-Submittal Meeting:**
A pre-submittal meeting is scheduled for Tuesday, January 6, 2015, at 3:00 p.m. at the Maricopa City Hall, 39700 W. Civic Center Plaza, Maricopa, AZ 85138.

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ATTACHMENT A

PRICING SHEET

This contract will be based on a set fee schedule that the successful contractor will charge the City of Maricopa. The successful contractor will submit an invoice on a quarterly basis for three (3) months of charges to the City along with the reporting documents in compliance with EPA and ADEQ.

PRIMARY BID (To be paid to contractor by the City)

- Set monthly Fees for recycling paper, plastic, cans and cardboard
 \$_____ X 12 = \$_____ (annual)
- Set fee for collection of tires per month \$_____ X 12 = \$_____ (annual)
 (Tires to be delivered to Pinal County Public Works)
- Set fee for collection of appliances per month \$_____ X 12 = \$_____ (annual)
- Total Monthly Fee \$_____ X 12 = \$_____ (annual)
- Set per-event fee to contract for specified HHW collection events = _____

BID OPTIONS (If accepted, to be paid to contractor by individual residents at the time of drop off)

1. Set fee per yard or per bag for collection of bulk trash/yard waste Yard \$_____ Bag \$_____
2. Set fee per unit for collection of (_____) Unit (____) \$_____

3. Set fee per unit for collection of (_____) Unit (____) \$ _____
4. Set fee per unit for collection of (_____) Unit (____) \$ _____
5. Set fee per unit for collection of (_____) Unit (____) \$ _____
6. Set fee per unit for collection of (_____) Unit (____) \$ _____
7. Set fee per unit for collection of (_____) Unit (____) \$ _____
8. Set fee per unit for collection of (_____) Unit (____) \$ _____

Vendor Submittal Checklist

Failure to provide any of the information requested by these paragraphs is grounds for the City to reject a proposal.

- _____ Offer Sheet, Signed
- _____ Table of Contents
- _____ Letter of Transmittal, Signed
- _____ Firm Overview
- _____ Experience
- _____ Detailed responses to the Evaluation Criteria
- _____ Detailed Action Plan for drop-off site
- _____ Detailed plan for HHW collection events
- _____ User accessibility plan
- _____ Bid Option recycling fees per unit
- _____ References
- _____ Copies of Licenses

- _____ Disclosure Statement
- _____ Completed Pricing Sheet (Attachment A)
- _____ Substitute W-9 Form, Completed and signed (Attachment B)

Attachment B

SUBSTITUTE W-9 FORM

PART I: Company Information: _____

1. Name (as shown on Income Tax Return): _____
2. Business Name (if different than above): _____
3. DUNS #: _____
4. Federal employer identification number (or SSN): _____
5. Type of organization (check one):

<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Limited Liability Company*
<input type="checkbox"/> Corporation	*Choose the tax classification
<input type="checkbox"/> Partnership	<input type="checkbox"/> Disregarded Entity
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Partnership
6. Order Address:

_____	_____	_____	_____
<i>(Order address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip code)</i>
7. Remittance address (if different than above):

_____	_____	_____	_____
<i>(Remittance address)</i>	<i>(City)</i>	<i>(State)</i>	<i>(Zip code)</i>
8. Contact person for bid invitations: _____
9. Phone Number: _____ Fax Number: _____

10. Email address of contact person: _____
11. Applicant is a (*check one*):
- Factory Representative Jobber
- Manufacturer Authorized distributor
- Retail dealer Contractor
- Consultant Other: _____
12. Indicate if the business is registered as a minority or woman-owned company.
- Minority-owned Woman-owned Not Applicable
13. How long has the company been in business? _____
14. Does applicant currently hold a valid business license issued by the City of Maricopa?
- Yes No

PART II: COMMODITY OR SERVICE DESCRIPTION

1. Commodity/Service description (*this section must be completed*):
- _____
- _____

PART III: APPLICANT TERMS & CERTIFICATION

Terms:

The City of Maricopa may take up to 30 calendar days after the receipt of vendor's invoice to render payment unless other arrangements are made through a written contract. Applicant's signature below signifies acceptance of those terms.

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct federal employer identification number.
 2. I am not subject to backup withholding because of failure to report interest and dividend income.
 3. I am a U.S. person (including a U.S. resident alien).
 (NOTE: You must cross out item 2. above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return).
 4. The following business ownership classifications are applicable:
 Disadvantaged Business Enterprise Ownership Classification (Select One Only):
- 1 Non-Small/Non-Minority/Non-Disabled 8 Small Business/Disabled Owner
- 2 Small Business (Per ARS §41-1001(20)) 9 Minority Woman Owned Business

- | | |
|--|--|
| <input type="checkbox"/> 3 Minority Owned Business [Per 15 CFR §1400.1(a)] | <input type="checkbox"/> 10 Disabled-Minority Owned Business |
| <input type="checkbox"/> 4 Woman Owned Business | <input type="checkbox"/> 11 Disabled-Woman Owned Business |
| <input type="checkbox"/> 5 Owned By Disabled Individual (Per ARS §41-1492.5) | <input type="checkbox"/> 12 Small Business/Minority-Woman Owned |
| <input type="checkbox"/> 6 Small Business/Minority Owned | <input type="checkbox"/> 13 Small Business/Disabled-Minority Owned |
| <input type="checkbox"/> 7 Small Business/Woman Owned | <input type="checkbox"/> 14 Small Business/Disabled-Minority-Woman Owned |

"The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding."

Name *(Please print)*

Signature

Title *(Please print)*

Date