

City of Grove

**REQUEST FOR BIDS
SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

Sealed bids marked 'Trash Service' will be received by the City Clerk, City of Grove, 104 W. 3rd, Grove, Oklahoma, until 9:00 a.m. on February 7, 2022; bids will be unsealed and publicly read. Specifications may be obtained at the Office of the City Clerk, 104 W. 3rd Street, Grove, OK 74344, online www.cityofgroveok.gov or call the City Clerk at 918-786-6107 to request a copy be e-mailed, faxed, or sent by mail.

SPECIFICATIONS FOR SOLID WASTE COLLECTION

1. GENERAL

The City of Grove is a predominantly a residential community located in northeast Oklahoma in Delaware County. Grove has approximately 2971 residential and 463 commercial accounts. There are approximately 215 miles of roadway within the city.

2. REQUEST TO BID

The City of Grove is requesting bids for solid waste collection and disposal.

3. RESIDENTIAL SOLID WASTE COLLECTION SERVICES

The Contractor shall collect at curbside on a weekly basis all solid waste, as defined herein or under rules and regulations that may from time to time be promulgated by the City. The Contractor shall collect solid waste placed curbside for collection, unless the item or waste product is specifically excluded in the Agreement between the City and Contractor.

Commercial Waste means non-hazardous waste created by commercial customers.

Curbside means the edge of the roadway within the right-of-way.

Home Improvement Waste means waste resulting from a property owner's or resident's home improvement projects, ie: lumber, plywood, siding, drywall, concrete rubble, windows, etc.

Household Waste means disposable materials generated by households. This waste can be comprised of non-hazardous waste including food scraps, paper, bottles, cans, etc.

Yard Waste means leaves, grass, brush, branches, clippings, other types of plants.

a. Single-Family Residential

Single-Family Residence: means all one-unit houses, duplexes, triplexes, four-plexes, and mobile homes located on a public street or private road and where each residential unit is billed separately.

1. Type of Containers Option

The Contractor shall choose an option on the Bid Sheet of the type of container required for the collection of solid waste from single-family residence when such is properly placed at curbside.

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Option 1 – Provided by each residence

- A standard garbage container of 33 gallons or smaller, or
- A 45 to 96-gallon poly cart, or
- Plastic or paper bags sealed at the top

Option 2 – Provided and furnished to each residence by Contractor and shall be the sole type of trash receptacle used for collection of Household Waste from residences and commercial waste from small commercial customers.

- 96-gallon polycart

2. Household Waste Collection

- a. All household garbage shall be placed in containers and shall not weigh more than 70 pounds.
- b. Household waste that is not placed inside the container, whether or not bagged or otherwise contained outside the container will not be collected by contractor. (Only if Container Option 2 is selected).

3. Home Improvement Waste Collection

- a. Home improvement waste shall be bundled or contained in a manner that shall not weigh more than 70 pounds.

4. Yard Waste Collection

- a. Leaves, plants, grass and clippings must be bagged;
- b. Limbs, branches, and bushes must be bundled with degradable string or twine and no items shall be over four (4) inches in diameter or four (4) feet in length;

Contractor shall collect up to a combined total of 190 gallons per single-family residence per week. The combined 190 gallons may consist of household waste, yard waste and home improvement waste.

b. Multi-family Complex

Multi-family Complex means duplexes, triplexes, four plexes or mobile homes that are located on a Public Street or Private Road and where the attached or unattached units are billed collectively.

1. Type of Containers Provided.

Contractor shall offer a full range of containers and service options, including dumpsters in two (2) through eight (8) cubic yard. Contractor-owned containers shall be delivered by the Contractor to requesting customers within three (3) days of the customer's initial request.

2. Collection

Contractor shall collect household waste, home improvement waste and yard waste placed in acceptable containers.

4. COMMERCIAL SOLID WASTE COLLECTION SERVICES

a. Commercial Customer

Commercial customer means non-residential customers including industry, businesses, institutions, governmental agencies and all other users of commercial-type garbage collection.

1. Type of Containers Provided.

Contractor shall offer a full range of containers and service options, including dumpsters in two (2) through eight (8) cubic yard. Contractor-owned containers shall be delivered by the Contractor to requesting customer within three (3) days of the customer’s initial request.

b. Small Commercial Customer

Small commercial customer means non-residential customers identified by the contractor as a commercial customer that does not generate an amount of solid waste that requires a dumpster. Contractor shall be responsible for informing the customer if they are eligible for *Small commercial customer* pick up.

1. Type of Container

Small commercial customer shall offer the same type of container as a Single-Family Residential customer (see 3.a.1 above)

5. CITY FACILITIES SOLID WASTE COLLECTION SERVICES

The Contractor shall provide weekly solid waste collection at no charge from all garbage receptacles located at city owned/operated facilities and at all facilities owned/operated by public trusts whose primary Beneficiary is the City. Receptacles shall be emptied at least weekly or more frequently, if needed.

Those facilities include, but are not limited to the following:

FACILITY	ADDRESS
Grove Buildings & Grounds	100 S. Main
Grove Community Center (City Hall)*	104 W. 3 rd Street
Grove Civic Center*	1720 S. Main Street
Grove Senior Citizen Center	145 E. O’Daniel Parkway
Grove Library	1140 NEO Loop
Grove Sports & Recreational Complex	901 E. 13 th Street
Grove Municipal Airport	335 Airport Drive
Grove Municipal Pool (seasonal)	801 E. 13 th Street
Grove Police Department	11 E. 3 rd Street
Grove Animal Shelter	131 E O’Daniel Parkway
Grove Police Firing Range	61551 E 284 Road
Grove Fire Station**	141 E. O’Daniel Parkway
Public Works Facility ***	
Grove Street Department	61773 E 284 Road
Grove Vehicle Maintenance	61751 E 284 Road
GMSA Warehouse	61773 E284 Road
GMSA Wastewater Treatment Plant	61501 E 284 Road
GMSA Water Treatment Plant	1420 S. Broadway

**The service to the City to collect weekly garbage at city owned facilities does NOT include additional trash for events held at the Community Center or Civic Center. Event holders are responsible for making arrangements with the Contractor for additional receptacles and collection.*

*** The Fire Station includes non-recyclable materials from the Recycling Center, and shall be picked up as many times per week as needed to prevent dumpster over-flow.*

**** Provide three dumpsters and a roll-off container for the Public Works Facility*

6. Annual Residential Spring Clean-up

The Contractor shall provide an annual citywide *residential* curbside Spring Clean-up the 3rd week of April each year of the contract.

Acceptable items to be picked up include debris, junk, furniture, appliances, yard debris, and building waste and must be contained as follows:

- Leaves, grass and clippings must be bagged;
- Limbs, branches, and bushes shall be bundled;
- Furniture and appliances
- Building waste is limited to debris resulting from a property owner's or resident's home improvement project and may include lumber, plywood, siding, drywall, concrete rubble, windows, etc.

The Contractor shall supply adequate man-power and equipment necessary to collect and dispose of acceptable items listed above.

Excluded items include hazardous household including but not limited to chemicals, batteries, motor oil, paint products such as paint, varnish, thinner, or other similar items, e- waste, household garbage, tires or items larger than described above.

Upon documentation provided by the Contractor, the City shall reimburse the Contractor for Solid Waste Fees for the disposal of refuse collected during the Spring Clean-up ONLY, such fees shall not include trash collected during regular trash service.

Commercial customers will not be included in the citywide residential Spring Clean-up, such customers desiring to have refuse collected during this time will be required to contact the Contractor to make arrangements.

7. DISPOSAL

All solid waste collected shall be disposed of at a licensed solid waste disposal facility or an appropriate recycling facility. The cost of disposal shall be included within the unit bid price for one time per week residential curbside/small commercial pickup.

8. SPECIAL SERVICES

Accommodations for Disabled Persons

In accordance with the Americans with Disabilities Act, the Contractor shall provide accommodation including on-site collection to disabled residents who are unable to place their solid waste, and yard waste at curbside for collection, and who request an accommodation. The City will not publicize this service but will advise the Contractor of any requests for accommodation submitted to the City. The Contractor will make the determination on offering the service to the resident based on the nature of the disability subject to the requirements of the Americans with Disabilities Act. The City will be

provided with a copy of the Contractor's written determination on any request for accommodation.

Emergency or Disaster Services

The Contractor shall provide at the request of the City any additional collection requested and reasonably necessary during a declared emergency endangering life or property in the City. The cost of this service will be mutually negotiated between the Contractor and the City.

9. COLLECTION SERVICES

Items refused for pickup

The Contractor shall not be required to collect hazardous materials that are either restricted from disposal, require special preparation before being collected or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a notice prominently displayed with the rejected materials listing why they were not collected and provide the customer with a contact for further information on proper disposal.

The Contractor shall provide the City with a list of items or types of solid waste that will not be picked up or any other limits on collection. The list of items shall not be changed without the approval of the City's Representative.

Collection Day

The City, in consultation with the Contractor, will establish the Collection schedule. Currently, the collection schedules vary per customer.

The City Council may annually establish, in consultation with the Contractor, different Collection days, with a 60-day notice to the Contractor. *City Council* means the City of Council of Grove, OK

Holidays

Collection shall not be scheduled on the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

In the event of a collection postponed by a holiday, the collection day shall be the following day. Normal collection will resume on the regular collection day the following week.

By December 1st of the preceding year, the Contractor shall annually provide the City's Representative with the specific dates of the holidays affecting service for the coming year.

Collection Times

The collection times for all services shall be between the hours of 6 a.m. and 6 p.m. of the scheduled collection day, unless authorized by the City's Representative to exceed this time period.

Routes

Upon request, the Contractor shall provide to the City's Representative a map of the collection routes followed by the Contractor within the City.

10. PERFORMANCE STANDARDS

The Contractor shall be responsible for program management according to specific operating and personnel standards:

- The Contractor's vehicles shall be operated in accordance with applicable laws of the State of Oklahoma and local ordinances;
- Service shall be provided as scheduled unless excused by the City's Representative;
- The Contractor shall employ only competent and trustworthy workers and Supervisors;
- The Contractor's employees and supervisors shall conduct themselves in a courteous, honest, and professional manner. The Contractor shall take immediate action to correct the behavior of any employee or supervisor who is insolent, disorderly, careless, unobservant, dishonest, or acting in any way that is detrimental to the satisfactory progress of work under the contract;
- The Contractor's employees shall be attired in a manner that is professional and as neat and clean as circumstances permit;
- The Contractor shall exercise reasonable care and diligence in handling waste containers. Any waste spilled while emptying the containers shall be completely and immediately cleaned up by the Contractor;
- The Contractor shall be responsible for the replacement of any trash containers owned by residents that are damaged by its employees;
- The Contractor shall have at least one field supervisor dedicated to overseeing the performance of the Contractor's workers in the City. The supervisor shall familiarize himself/herself with the City and the services required under these specifications;
- The Contractor shall maintain an office for the receipt of service calls and complaints. The office shall be open and available for calls, at minimum, Monday through Friday from 8 a.m. to 5 p.m. as well as any time when the Contractor is performing services under the Agreement in the City. The office shall contain at least two telephone lines listed to a local or toll-free number listed under the Contractor's name in the City's local telephone directory. The office shall have the ability to communicate with personnel in the field;
- The Contractor shall provide at least one trained customer service representative to be on duty in the office at all times that the office is required to be open, to handle complaints and calls for service;
- Each complaint shall be investigated by the Contractor and responded to within one business day unless mutually extended by the Contractor and the complaining party;
- If the complaint concerns the failure of the Contractor to collect solid waste, bulk items, building material, and/or yard waste as required by these specifications, the Contractor shall make the collection by 6:00 p.m. of the same day. There will be no exception to this requirement unless the collection has been altered due to a holiday or unforeseen circumstances and authorized by the City's Representative.
- The vehicles used for collection shall have a completely enclosed, watertight body, and shall be properly designed so that the wheel and axle load with a fully-loaded body shall not exceed the schedule of weights allowed by the laws of the State of Oklahoma and the City. If it is not possible to fully load the body and stay within the limits of the law, the Contractor will be required to reduce the loads in the body until they comply with the law;

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- The vehicles used for collection shall be mechanically maintained in good working condition. Contractor shall be responsible for the clean-up of any fluids, hydraulic oil, etc. that leak from the truck.
- The vehicles shall be painted uniformly and must be maintained in good condition, appearance, and in a sanitary condition at all times. Each piece of equipment shall include the Contractor's name and each vehicle shall be assigned a number that is prominently painted on the vehicle.

11. TERM

The City is prepared to enter into an agreement with the Contractor to provide *exclusive* solid waste collection and disposal services, beginning July 1, 2022 and ending June 30, 2023 with the option to renew on an annual basis for up to nine (9) additional and consecutive one (1) year terms.

The exclusivity does not include roll-off containers or containers that are larger than eight (8) cubic yards.

Exclusive contract provisions: The City of Grove represents to the Contractor that this is intended to be, to the fullest extent allowed by local, state and federal law, an exclusive contract for the collection and removal of residential and commercial solid wastes generated within the incorporated limits of the City of Grove. In this respect the City of Grove, on authority of the provisions of the Oklahoma Municipal Code relating to solid waste collection, 11 O. S. § 22-105.1, the provisions of the Solid Waste Management Act of the State of Oklahoma, 27A O.S. § 2-10-901, and the general police powers possessed by the municipality, as well as all administrative and/or judicial opinions relating thereto, will not permit any other individual or entity but Contractor to provide for the collection and removal residential or commercial solid wastes generated within the incorporated limits of the City of Grove not to include roll-off containers or containers larger than eight (8) cubic yards.

It is specifically understood and agreed to by and between the City of Grove and the Contractor that if and in the event a challenge to the legality of such exclusivity, under local, state and/or federal law, is lodged with any local, state and/or federal administrative, legislative or judicial body having appropriate jurisdiction over the collection and removal of residential and commercial solid wastes within the incorporated limits of the City of Grove, or any issues arising there from or relating thereto, that the legal defense of said exclusivity shall be borne by the Contractor. If and in the event that a challenge to the legality of such exclusivity, under local, state and/or federal law, is lodged with any local, state and/or federal administrative, legislative or judicial body having appropriate jurisdiction over the collection and removal of residential and commercial solid wastes generated within the incorporated limits of the City of Grove, the Contractor shall have an option to terminate this Contract and cease its collection and removal of residential and commercial solid wastes generated within the incorporated limits of the City of Grove prior to the expiration date of the Contract upon Contractor providing not less than a sixty (60) day written notice of such intent to terminate to the City of Grove.

If the Contractor shall fail to comply with the contract or if in the sole judgment of the City Council the Contractor is not providing the services in a satisfactory manner, the City shall provide written notice to the Contractor within fourteen (14) days of the occurrence or upon awareness of the problem. The Contractor shall have thirty (30) days to make arrangements to resolve the problem.

Failure to correct the problem in a timely manner may result in termination of the Agreement between the City and the Contractor.

Should the Contractor be unable to provide service for any reason whatsoever, the City's Representative shall be notified immediately so that alternative service provisions may be made. If the City provides alternative service, the Contractor shall be liable for reimbursing the City for all its costs relating to the providing of the alternative service.

Any modifications of terms or amendment of any provisions hereof, shall become effective only by supplemental written agreement between both parties.

12. INSURANCE

The Contractor shall provide proof of the following minimum insurance coverage:

Automobile Liability minimum combined single limit coverage for bodily injury and property damage of \$1,000,000 per accident on all vehicles to be used in operations;

Commercial General Liability minimum coverage of \$1,000,000 per occurrence;

Workers' Compensation coverage as required by the State of Oklahoma;

Pollution Liability minimum coverage of \$2,000,000 per occurrence.

Environmental Liability Insurance covering liability which might be asserted against the City under the provisions of the Environmental Response Act, PA 1982 No. 307, MCLA 299.601 et seq., as amended, or provide written explanation and proof of the unavailability of or the Contractor's inability to obtain said insurance. The Contractor agrees to hold harmless the City, its elected and appointed officials, employees and volunteers and others working in behalf of the City from any and all liability, including damages of any kind or nature, expenses and costs, including professional fees and court costs under any Environmental Response Act or any other current or future local, state, or federal statutes and regulations which might be asserted against the City directly or indirectly or acts and omissions of the City, its elected and appointed officials, employees, agents, contractors, and subcontractors. The Contractor shall comply with all State environmental requirements.

The City of Grove shall be named as an additional insured.

13. BILLING AND PAYMENT

The City will provide the Contractor with a list of properties to receive service. The Contractor shall extend service immediately to any new units that the City's Representative may authorize. The Contractor shall also delete services to any unit as directed by the City's Representative. The total units collected, which shall serve as the basis for payment, will be adjusted monthly to reflect additions and deletions.

The City shall bill residential and commercial customers (located within the city limits) the **Unit Price** listed on the Solid Waste Bid Sheet 1 (page 11) of the bid specifications and included in the contract. The Unit Price consists of the Bid Amount + City Fees of \$2.00 per customer per month for billing and recycling services.

The city shall pay the contractor, monthly, the **Bid Amount** listed on the Solid Waste Bid Sheet 1 (page 11) of the bid specifications and included in the contract for all residential and commercial customers (located within the city limits) for whom the contractor provides service.

Contractor shall be responsible for crediting the commercial and multi-family customers for the **Unit Price** billed by the city and only charge the customers the *difference* of the **Unit Price** and contractor's commercial or multi-family rate. Contractor shall be responsible for collecting any past due or non-payment of multi-family and commercial customers.

15. SELECTION

Selection of the most qualified bidder will be based on the bid price submitted as well as the Contractor's qualifications and ability to perform the work including, but not limited to:

- References and reputation in other communities.
- Customer service philosophy, procedures, and reputation.
- Comprehensiveness of items collected for disposal or recycling.
- Company history and experience.
- Financial stability.
- Supervision, staffing, and equipment.
- Long-term access to disposal and processing facilities.

16. OBLIGATION TO EXECUTE AGREEMENT

The bidder whose proposal is accepted by the City Council will be required to execute an Agreement, and to furnish sureties as specified within 10 calendar days after receiving notice of such acceptance. Selected Contractor shall begin providing services per the Agreement by July 1, 2022.

In the case of the Contractor's refusal or failure to do so, the Contractor shall be considered to have abandoned all its rights and interest in the award, and its certified check or bid bond may be declared to be forfeited to the City, as liquidated damages and not a penalty, and the Agreement may be awarded to another.

BID DOCUMENTS REQUIRED

The Bidder/Company shall mail or hand-deliver the following in a sealed envelope or container marked "**SOLID WASTE BID**" to the Grove City Clerk, 104 W. 3rd Street, Grove, OK 74344 no later than **9:00 a.m. on February 7, 2022.**

1. SOLID WASTE BID SHEET 1 & 2

2. SOLID WASTE BID SIGNATURE PAGE

The Signature Page of the bid must be properly signed in ink by authorized official representing the Bidder/Company and the address of the Bidder/Company.

If the bid is submitted by a partnership, corporation or any joint venture, each interested party shall execute the signature page. (The Signature Page may be duplicated as needed)

3. NON-COLLUSION AFFIDAVIT

4. NARRATIVE

Narrative shall include:

- ✓ Bidder/Company's history, experience, and equipment available to fulfill the contract;
- ✓ Legal status of the Bidder/Company, indicate whether a corporation, partnership, or individual;
- ✓ List names of all partners and all persons of interest therein;
- ✓ List the name and location of all sites that will be used for the disposal of solid waste
- ✓ List of references Bidder/Company has done business with for at least two (2) years, preferably references in the four-state area (MO, AR, KS, OK)

5. BID BOND

The bid shall be accompanied by a certified check or bid bond payable to the City in the amount of \$1,000. Bid deposits will be returned after the bid has been awarded.

**CITY OF GROVE
SOLID WASTE BID SHEET 1**

I. CONTAINER OPTION FOR SINGLE FAMILY RESIDENTIAL AND SMALL COMMERCIAL COLLECTION

Option 1 – Provided by residence

- A standard garbage container of 33 gallons or smaller, or
- A 45 to 96-gallon poly cart, or
- Plastic or paper refuse bags closed at the top.

Option 2 – Provided and furnished to each residence by Contractor and shall be the sole type of trash receptacle used for collection of household waste from single family residential and commercial waste from small commercial customers.

- 96-gallon polycart only

The bidder shall mark (only one) Option 1 or Option 2 indicating the type of container(s) and who will be responsible for providing said container(s) that will be used for the collection of solid waste from single-family residence and small commercial pickup.

	OPTION
Option 1	_____
Option 2	_____

II. RESIDENTIAL CURBSIDE/SMALL COMMERCIAL PICK UP

Single Family Residential one time per week pick up as defined in Section 3.a of the Bid Specifications
Small Commercial one time per week pick up per Section 4.b of the Bid Specifications

The bidder shall **only** enter the dollar amount in the **BID AMOUNT** column.

TERM	BID AMOUNT	CITY FEES	UNIT PRICE*
(Initial Term)	_____	\$ <u>2.00</u>	_____
(Renewal Term No. 1)	_____	\$ <u>2.00</u>	_____
(Renewal Term No. 2)	_____	\$ <u>2.00</u>	_____
(Renewal Term No. 3)	_____	\$ <u>2.00</u>	_____
(Renewal Term No. 4)	_____	\$ <u>2.00</u>	_____

Renewals No. 5 – 9 will be revisited and pricing established no later than 04/01/2027.

** Unit price will be calculated by City per Section 13 BILLING & PAYMENT of the Bid Specifications*

**CITY OF GROVE
SOLID WASTE BID SHEET 2**

RESIDENTIAL CURBSIDE ANNUAL SPRING CLEAN-UP

Per Section 6 of the Bid Specifications

FLAT FEE

(Initial Term) _____
 (Renewal Term No. 1) _____
 (Renewal Term No. 2) _____
 (Renewal Term No. 3) _____
 (Renewal Term No. 4) _____

Renewals No. 5 – 9 will be revisited and pricing established no later than 04/01/2027.

COMMERCIAL & INDUSTRIAL SERVICE RATES

INITIAL TERM 7/1/2022 – 06/30/2023						
Dumpster Size	1X Week Pick Up	2X Week Pick Up	3X Week Pick Up	4X Week Pick Up	5X Week Pick Up	Extra Pick Up
2 yard						
4 yard						
6 yard						
8 yard						

Bid shall include Commercial & Industrial Service Rates for the Initial Term of the Contract.
 Commercial & Industrial Service Rates shall not increase more than 3% for each renewal term.

**CITY OF GROVE
SOLID WASTE BID SIGNATURE PAGE**

Bid submitted by:

Company _____

Address _____

City _____

State _____ Zip _____

Phone _____ E-mail _____

Authorized Representative Name _____
(Print)

Authorized Representative Signature: _____

Date: _____

STATE OF _____)

COUNTY OF _____)

Before me, _____, Notary Public in and for said County and State, on this _____ day of _____, 2022, personally appeared _____, to me known to be the identical person who executed the same as his or her free and voluntary act and deed for the uses and purposes therein set forth.

Notary Public

My commission expires _____

My commission Number _____

If the bid is submitted by a partnership, corporation or any joint venture, each interested party shall execute the signature page. (The Signature Page may be duplicated as needed)

