

Agenda Statement

Item No.

For Meeting of: September 4, 2018

AGENDA TITLE: Council to approve request for proposals for solid waste, recyclables and yard waste collection and disposal.

SUBMITTED BY DEPARTMENT/ORGANIZATION: Public Works

PRESENTATION BY: City Manager Nathan Johnson

SUMMARY EXPLANATION: The Public Works Department is requesting the approval of soliciting proposals for solid waste, recyclables and yard waste collection and disposal.

BOARD/COMMISSION RECOMMENDATION:

STAFF RECOMMENDATION: Recommend approval to research the options for the City of Scottsbluff's solid waste program.

EXHIBITS

Resolution Ordinance Contract Minutes Plan/Map

Other (specify) Request For Proposal

NOTIFICATION LIST: Yes No Further Instructions

Please list names and addresses required for notification.

- TDS
PO Box 696
Torrington, WY 82240
- Waste Connections
710 Country Club Road
Gering, NE 69341
- City of Gering
Environmental Services
PO Box 687
Gering, NE 69341
- Waste Management
1001 Fannin Street
Houston, TX 77002

APPROVAL FOR SUBMITTAL: _____
City Manager

REQUEST FOR PROPOSAL
FOR
SOLID WASTE, RECYCLABLES AND YARD WASTE COLLECTION AND DISPOSAL
(or variations/combinations of services)
FOR PUBLIC WORKS DEPARTMENT



City of Scottsbluff, Nebraska
2525 Circle Drive
Scottsbluff, Nebraska 69361

September 4, 2018

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B: 2016 and 2017 Tonnage Reports

C: Solid Waste Municipal Code

D: 2018 Solid Waste Fee Structure

CITY OF SCOTTSBLUFF, NEBRASKA

REQUEST FOR PROPOSAL

Solid Waste, Recyclables and Yard Waste Collection and Disposal

Sealed proposals will be received by the City of Scottsbluff, Nebraska at the office of the City Clerk, 2525 Circle Drive, Scottsbluff, NE 69361, until 10:00 a.m., (M.S.T.) November 5, 2018, for solid waste, recyclables and yard waste collection and disposal.

Complete Request for Proposals Documents are available and may be obtained from the City of Scottsbluff at the above referenced address. Proposals shall be submitted in a sealed envelope addressed to the City of Scottsbluff with the name "Request for Proposal for Solid Waste Collection and Disposal".

The City reserves the right to reject any and/or all Proposals, waive any informality in the Proposals received and to accept the Proposal it deems most beneficial to the City.

/s/Kimberley Wright, City Clerk

Publish 3F: September 7, 2018
September 14, 2018
September 21, 2018

INFORMATION TO PROPOSERS

1.1 INTRODUCTION

The City of Scottsbluff (“City”) is requesting Proposals from qualified vendors (“Vendors”) for solid waste collection and/or disposal for the City. This Request for Proposals (“RFP” is for the following: residential and commercial municipal solid waste, recycling and yard waste collection and/or disposal, and the processing and marketing of collected recycling and yard waste (“Services”). The initial contract (“Contract”) term shall be 25 years, from a contracted start date; provided, however that the City shall have a unilateral option for up to two additional 25 year Contract extensions as determined and agreed upon by the City and Selected Vendor.

The City is seeking a continuation of the existing solid waste collection services system with potential service improvements and revisions as described in a contract (“Contract”). The City prefers to award one comprehensive Contract for all Services. The City also seeks specified collection system and Contract alternatives. The City reserves the right to choose some, all or none of the alternatives proposed.

Proposers shall complete a Base Proposal, based on the Services described in this RFP; with the costs of alternatives separately identified on the specified proposal forms. During the review, the City shall compare all accepted Proposals based solely upon the Base Proposal, including alternatives. **The City may determine a highest rated proposed contractor based upon the evaluation criteria. The City would then attempt to negotiate a Contract with the highest rated proposed contractor using the Proposal and amend it as necessary to include any alternatives chosen by the City.**

Once the review process is complete, The City may attempt to finalize a Contract with the highest rated proposed contractor. Such finalization would be based on the Proposal modified as necessary to include any alternatives selected by the City.

In the event any negotiations with the highest rated proposed contractor are unsuccessful, in the opinion of the City, the City may terminate such contract finalization and undertake contract finalization with the next highest rated proposed contractor, and so on, until such time as a Contract is awarded or the process is terminated.

THE CITY RESERVES THE RIGHT TO TERMINATE THIS RFP PROCESS AT ANY TIME AND FOR ANY REASON AND WITH NO FURTHER OBLIGATIONS, INCLUDING BUT NOT LIMITED TO PROPOSAL PREPARATION COSTS, TO ANY PROPOSER.

This RFP is organized into four sections:

Section 1: Information for Proposers provides background information regarding the City’s solid waste handling system (the “System”) and generally describes the services to be performed by the Contractor according to the terms of the System.

Section 2: Instructions for Proposers provides instructions for submitting a responsive Proposal, and includes the procedures the City will follow in choosing the highest rated proposed contractor or “Selected Proposer”

Section 3: Proposal Forms includes the questions that must be answered and the forms that must be completed for a Proposal to be considered responsive to the RFP.

Section 4: Appendices include: (A) City Service Area Map; (B) 2016 and 2017 Tonnage Reports; (C) Solid Waste Municipal Code; and (D) 2018 Solid Waste Fee Structure.

1.2 EXISTING COLLECTION SYSTEM

This section generally describes the existing solid waste collection system or “System”. Carefully review the Proposal Documents to determine the scope of operations envisioned under the RFP. The Proposal Documents are just an overview of what will be contained in a Contract. A Contract will be more thorough and contain more detail of service agreements.

The City of Scottsbluff, Nebraska is located in the Great Plains region of the United States and has a population of just over 15,000 residents. Scottsbluff is the largest City in the Nebraska Panhandle and the 13th largest city in Nebraska. The City shares its borders with the City of Gering, and the City of Terrytown for a total population base of just under 24,000 residents. Scottsbluff is the retail hub of western Nebraska and eastern Wyoming offering abundant lodging, dining and shopping experiences.

Scottsbluff operates under the council-manager form of government and employs approximately 140 full-time employees. The City is served by five council members elected at-large to four-year terms. The Mayor is selected by his/her colleagues.

The City of Scottsbluff’s Environmental Services department is the current provider of solid waste, recyclables and yard waste collection. Current Services include year-round weekly curbside or alley collection for both solid waste and recyclables. Yard Waste is collected curbside or in the alley weekly during the months of April through November. A current total of 5,031 single-family customers, 295 multi-family and 843 commercial customer accounts are provided service. Garbage collection is mandatory within the City limits. The City provides collection services, recycling and yard waste drop-off locations and billing. Disposal of solid waste and recyclables is currently through the City of Gering at their transfer station and municipal landfill through a tipping fee. Yard Waste is currently disposed of at the City operated Compost Facility. Additional information on the City’s solid waste collection and utility billing system is available on the City’s website at www.scottsbluff.org.

Appendix B includes full-year 2016 and 2017 collection data provided by the Environmental Services department, including tonnage reports.

Solid Waste Collection

Solid waste collection or garbage collection is required within the City limits by all households. It is collected from single-family, multi-family and commercial customers once a week all year long. Solid waste can be disposed of in either a 90 gallon roll-out container which is picked-up curbside or in a 1.5 cubic yard dumpster in the alley, usually shared by up to four households. Solid Waste container type for each household is determined by the City. The City collects the solid waste and delivers it to the City of Gering transfer station and landfill. Not all materials are allowed to be discarded in the solid waste container.

Single-Stream Recycling

Single-stream recycling is a mixture of allowable recyclables into a 90-gallon roll-out container which is collected curbside weekly by the City. The single-stream recyclables are transferred to the City of Gering transfer station where it is then bailed and shipped to a third party. This program is included in the minimum rate and is no extra charge. This is an opt-in service by calling the City and asking for the delivery of a single-stream recycling container.

Drop-off Recycling

Residents can drop off already sorted recycling at different locations throughout the City. Drop-off locations include multiple mobile trailers, an after-hours shed and the Environmental Services building. This is a free service for residents. Materials accepted are limited. Visit the City of Scottsbluff website at www.scottsbluff.org for a list of accepted recyclables.

Electronic Waste

Residents can drop off certain but not all approved electronics at the Environmental Services building during operating-hours. There is no charge to residents and is a fee per pound for commercial customers.

Yard Waste Program

The City offers the collection of yard waste from customers included in the minimum rate. Yard waste is collected in a 90 gallon container either at the curb or in the alley. This service is offered weekly from April through November. The yard waste is transported to the City owned and operated compost facility.

Cardboard Collection

The City offers containers for cardboard to commercial customers within the service area. Cardboard is collected on the day or days each week that the commercial customer requests. Cardboard collection is an additional fee added to the utility bill.

Residential Collection

Residential Collection is the collection of both single-family and multi-family customer accounts. See single-family and multi-family collection below:

Single-Family Collection

Single-family residences are provided year-round weekly collection of solid waste, single-stream recycling and weekly yard waste collection during the months of April through November. Residents use City owned and provided curbside roll-out carts or alley dumpsters for solid waste collection. A minimum rate is charged for these services to each active customer account. All three services are included in the minimum rate. Materials allowed in each container (solid waste, single-stream, yard waste) vary and can be found on the City's website at www.scottsbluff.org.

Multi-Family Collection

Multi-family residences are provided with either curbside roll-outs or dumpsters for solid waste service as well as recycling and yard waste containers that accept the same materials as are handled by the single-family program. Multi-family cost of service is based on a scale depending on the amount of units within the facility.

Commercial Collection

Commercial solid waste collection is provided through the use of 90 gallon roll-out containers, 1.5 cubic yard dumpsters and 3.0 cubic yard dumpsters. Collection can be anywhere from once a week up to five times per week. Commercial accounts also have a single-stream recycling and yard waste program that operated the same way as the residential program.

Special Pick-ups

Special pick-ups or extra pick-ups can be scheduled by residential or commercial customers. The City has the ability to accept and charge the customer for an extra pick-up or deny the pick-up. More information about special pick-ups can be found on the City website at www.scottsbluff.org.

Construction Dumpsters

Construction dumpsters can be provided to customers at an extra cost. Containers are 1.5 cubic yards. Payment is good for four dumps or four weeks, whichever comes first. Materials allowed to be disposed are limited to small construction waste material only. Large and heavy objects are not allowed.

Open-top Roll-offs

The City of Gering currently provides large open-top dumpster roll-offs for Scottsbluff residents at a cost.

Containers

The current containers range from a 90 gallon roll-out container to a 1.5 cubic yard dumpster to a 3.0 cubic yard dumpster. Most of the containers are owned by the City and used by the customers. There are a few containers that were purchased and are owned by customers from a previous time when containers were purchased by customers rather than borrowed.

Disposal

Collected solid waste and single-stream recyclables are transported to the City of Gering transfer station and landfill. Yard waste is transported to the City owned and operated compost facility.

Routes

The City is split into four sections which makes up the daily routes. Each of the four sections is picked up on a certain day each week. These four routes are on Monday, Tuesday, Thursday and Friday. Garbage and yard waste are picked up at each house once a week. The day the garbage and yard waste is picked up at each house is dependent on the location of the property. The location determines which of the four sections it is in and what day the collection service happens. The single-stream recyclables are picked up every Wednesday. Commercial routes depend on which days and how often each commercial account customer wants service.

Altered Routes

Altered routes occur during holiday weeks or emergency situations. The alternative collection days are sent out as press releases, added to social media and the City website to notify the public of the changed collection days.

Environmental Service Building

The Environmental Services building is used as an operation and maintenance facility for the Environmental Services department. It is used for office space, training, storage, recycling drop-off and more.

Community Events

The City currently participates in events such as Free Dump Day, Household Hazardous Waste Day, Recycle Your Cycles, Pharmaceutical Take Back Event, Southeast Neighborhood Clean-up and more. Most if not all of these events are a partnership with Keep Scottsbluff/Gering Beautiful.

Employees

The Environmental Services department has one supervisor, one records technician and eleven solid waste equipment operators; two of which operate the Compost Facility.

Administration

The City manages solid waste functions through its Environmental Services Department which is a Division within the Public Works Department. Staff administers collection agreements, interfaces with state, regional and local agencies, develops and administers policy on solid waste as well as a range of conservation and sustainability issues, develops strategic partnerships and programs, and coordinates related outreach, marketing and education within the community.

The City's Finance Department handles the utility billing for solid waste, recyclables and yard waste collection. The City currently bills all residents and commercial customers bimonthly for the services.

1.3 GENERAL TERMS

1.3 General Scopes (A, B and C) of a Contract; Base Proposal

- A. The City is requesting Proposals from qualified Vendors for *solid waste collection and disposal services* ("Services") for the City. These Services include: solid waste, recyclables, cardboard, electronics and yard waste collection for all sectors; the disposal of all solid waste through a Transfer System to an appropriate and environmentally friendly landfill that is compliant with federal, state and local laws; the transfer of recyclables, cardboard and electronics to an appropriate recycling facility through the Transfer System; the transfer of yard waste to the City owned and operated Compost Facility; and providing open-top roll-offs and collection to City residents. The Contractor will have the opportunity to purchase current Environmental Services supplies, vehicles, equipment, buildings, and facilities at the discretion of the City. The Contractor will also have the ability to retain the current Environmental Services employees at the discretion of the Contractor and current employees. The Contractor would handle all solid waste services for the City including collection, disposal, administration and billing. All of the above items will be laid out in full detail in a Contract.

- B. The City is requesting Proposals from qualified Vendors for *solid waste disposal services* ("Services") for the City. These Services include: acceptance of solid waste, and recyclables, cardboard and electronics at either a Contractor owned Transfer Station and/or environmentally friendly landfill that is compliant with federal, state and local laws. The City will continue to handle the collection operations and will unload solid waste and recyclables at a Transfer Station or Landfill for a Tipping Fee agreed upon within a Contract. The Transfer Station can be currently owned by the Contractor, built by the Selected Proposer or built and operated by the City. The landfill can be owned and operated by the Contractor or by a third party. Transportation of solid waste from the Transfer Station to the Landfill will be dependent on the owner of the Transfer Station. Utility Billing will continue to be a responsibility of the City.

C. The City is requesting *alternative* Proposals from qualified Vendors for variations of *solid waste collection and disposal services* (“Services”) for the City. These Services include: Any combination, variation or alteration of the above options. Alternative Proposals must be *clearly* outlined in submitted Base Proposals.

D. Additional information regarding *Scope A*:

The Contractor selected as a result of this RFP process shall be responsible for all aspects of the contracted-for Services, including but not limited to providing equipment, labor, supervision and supplies necessary to perform the Services. Unless otherwise agreed to by the City, the Contractor shall be solely responsible for providing containers necessary for all collection services to City customers. Current containers will be available for purchase by the Contractor at the discretion of the City. In addition, the selected Contractor shall assist the City in the production and distribution of public information about recycling, collection schedule changes and the promotion of new collection services. The Contractor will have primary responsibility for all customer materials.

The Contractor shall be responsible for providing functions relating to service delivery including informing customers of potential service levels and changes, receiving and resolving customer complaints, dispatching Containers, special collections and handling billing inquiries. The Contractor will prepare and send out bills to its residential and commercial customers. The Contractor shall handle all account changes, including opening accounts, closing accounts, changing account service levels and maintaining accounts. The Contractor shall accurately manage and communicate the service levels, billing information, tonnage reports in a database. The City will provide the Contractor with the current list of accounts including service levels, contact information and history. The Contractor must require solid waste service participation in accordance with Chapter 19 of the City Municipal Code.

E. Additional information regarding *Scope B*:

The Contractor selected as a result of this RFP process shall be responsible for all aspects of the contracted-for Services, including but not limited to providing equipment, labor, supervision and supplies necessary to perform the Services. Unless otherwise agreed to by the City, the Contractor shall be solely responsible for providing either a Transfer Station and Landfill or Landfill for the disposal of solid waste and recyclables. Current collection services and containers will continue to be City owned and operated. In addition, the City will continue the production and distribution of public information about recycling, collection schedule changes and the promotion of new collection services.

The City shall continue to be responsible for providing functions relating to service delivery including informing customers of potential service levels and changes, receiving and resolving customer complaints, dispatching Containers, special collections and handling billing inquiries. The City will prepare and send out bills to its residential and commercial customers. The City shall continue to handle all account changes, including opening accounts, closing accounts, changing account service levels and maintaining accounts. The City shall accurately manage and communicate the service levels, billing information, tonnage reports in a database. The Contractor will provide the City with scale tickets, tonnage reports and other reports set forth in the Contractor. The City will continue to require garbage service participation in accordance with Chapter 19 of the City Municipal Code.

F. Additional information regarding Scope C

The Contractor selected as a result of this RFP process shall be responsible for all aspects of the contracted-for Services, including but not limited to providing equipment, labor, supervision and supplies necessary to perform the Services. Unless otherwise agreed to by the City, the Contractor shall be solely responsible for providing the agreed upon alternative services within a Contract.

The City intends to procure, at a minimum, those Services required as a part of the Base Proposal for the collection system and other services as defined in a Contract. The quality of current services is expected to remain the same or improve with the acceptance of a Contractor and Contract. Proposers responding to this RFP shall provide Proposals that meet the requirements of this RFP, including the Base Proposal requirements. The descriptions set forth in this RFP Section 1.3 is a general description and summary of the City's requested Services and shall not be the basis for any dispute over the City's requirements for either its (1) Base Proposal or (2) selection of a Contractor.

INSTRUCTIONS TO PROPOSERS

2.1 DEFINED TERMS

Terms used in these Proposal Documents that are defined in the RFP and/or Contract have the meanings assigned to them therein.

- “Contract” means a comprehensive Solid Waste, Recyclables and Yard Waste Collection and/or Disposal Contract, to be entered into by the City and the Selected Proposer(s) after completion of the RFP process.
- “Base Proposal” means the proposal submitted by a Proposer based on the Scope that meets the requirements of the RFP.
- “City” means the City of Scottsbluff, a municipality in the State of Nebraska.
- “Contractor” means the Selected Vendor that may enter into a Contract with the City related to the Services.
- “Day” or “Days” means calendar days unless otherwise specified.
- “Proposer” means a Vendor that submits a Proposal to the City in response to this RFP.
- “Proposal” means a formal response to the RFP submitted by a Proposer to the City. A Proposal is considered a “Responsive Proposal” if it includes all necessary documents, information, security, rates, proposed modifications to the Base Proposal in compliance with the RFP.
- “Proposal Documents” include the Advertisement for Proposals and the Request for Proposals, including the Information for Proposers, Instructions to Proposers, Proposal Forms, and additional information within.
- “RFP” means these procurement document.
- “Selected Proposer” means the Contractor to whom the City makes an award as provide in the Award of Contract section of these Instructions to Proposers.

- “Services” means all collection and processing services and associated functions addressed in the Base Proposal.
- “Vendor” means an individual, company, corporation, partnership, joint venture or other entity that has submitted a Proposal in response to the RFP.

2.2 COPIES OF PROPOSAL DOCUMENTS

Complete sets of the Proposal Documents shall be used in preparing Proposals, and may be obtained by request from:

Kimberly Wright, City Clerk
 City of Scottsbluff
 2525 Circle Drive
 Scottsbluff, NE 69341

www.scottsbluff.org
KWright@scottsbluff.org
 (308) 630-6221

In making copies of the Proposal Documents available, the City does so only for the purpose of obtaining Proposals on the Services and does not confer a license to grant for any other use of these documents.

2.3 EXAMINATION OF PROPOSAL DOCUMENTS

It is the responsibility of each Vendor to do the following before submitting a Proposal:

- Carefully review the Proposal Documents before the deadline to submit and inform the City of any questions, comments or objections to any document or portion of the Proposal Documents, including but not limited to the requirements. Vendors shall include in objections any terms the Vendor is unable to meet and/or terms that the Vendor believes are preferential to a particular prospective Proposer.
- Notify the City of the Vendor’s interest in this RFP and provide the name, e-mail address and phone number of the person to whom RFP addenda and related information should be directed. An e-mail to the City’s contact listed in Section 2.2 shall be considered notice for purposes of this section 2.3. The City shall not provide addenda or other information to any Vendor that has not provided notice as required pursuant to this section 2.3.
- Carefully examine all of the Proposal Documents and any related attachments.
- Become familiar with local conditions that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Proposal Documents.
- Consider federal, state and local laws, statutes, ordinances, regulations and other applicable laws, executive orders and/or guidelines (“Laws”) that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Proposal Documents, including, but not limited to, applicable regulations.
- Submit any questions concerning the Proposal Documents to the City in a timely fashion in order that the questions may be answered in an addendum to be issued by the City.

- Notify the City of any conflicts, errors, omissions or discrepancies in the Proposal Documents.
- Obtain all required signatures on the Proposal Forms.

2.4 INTERPRETATIONS, SCHEDULE AN ADDENDA

All questions concerning the meaning or intent of the Proposal Documents and notifications concerning any conflicts, errors, omissions or discrepancies in the Proposed Documents are to be directed to the contact person specified in Section 2.2

Questions shall be received by 10:00 AM on November 5, 2018, in order to be considered. The City may, at its option, allow a second round of questions after that date, but questions may be limited to clarifications on answers provided during the first round of questions. The City will answer all questions via written addenda to this RFP to all Proposers who have provided notice of its interest pursuant to Section 2.3 by November 5, 2018. Questions and answers will also be posted to the City of Scottsbluff website at www.scottsbluff.org. Proposers shall note receipt of each addenda on the completed Form 5 (Certification) submitted with a Proposal. The City reserves the right to modify the Proposal Documents prior to the receipt of Proposals with notice to parties that submitted a notice and request for Proposal Documents pursuant to Section 2.3.

The City has set the following schedule for receipt and review of the Proposals. The City reserves the right to modify this schedule if deemed necessary.

<u>EVENT</u>	<u>TIME FRAME</u>
RFP approved by Council	September 4, 2018
Questions and Comments Deadline	November 5, 2018
Proposals Due	November 5, 2018
Proposal Evaluations and Interviews	November 2018 to December 2018
Selection and Finalization of Contract	First Quarter 2019
Recommendation to City Council	First Quarter 2019 to Second Quarter 2019
Transition Phase	Second Quarter 2019 to Third Quarter 2019
Start of Collection Services	Third Quarter to Fourth Quarter 2019

The submission of a Proposal shall constitute an incontrovertible representation by the Proposer that the Proposer has complied with every requirement of these Instructions to Proposers, that without exception the Proposal is premised on Proposer being able and willing to perform and furnish the services, labor and equipment required by the Proposal Documents and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the services and equipment.

2.5 PROPOSAL SECURITY BOND

No Security bond is necessary.

2.6 CITY INVESTIGATIONS AND PROCESS DECISIONS

As part of the RFP evaluation process, the City reserves the right to do any or a combination of the following:

- Contact staff from other jurisdictions regarding their experiences;

- Visit a Proposer's facilities, including proposed processing facilities such as a Transfer Station or Landfill and proposed vehicles and equipment;
- Meet the Proposer's personnel, including interviewing the Proposer's existing route, operations, management, financial and customer services personnel during the performance of their regular duties;
- Retain independent consultants for assistance in evaluating Proposals and provide proposal materials to those consultants;
- Request clarification or additional information from a specific Proposer in order to assist in the City's evaluation of a Proposal;
- Require changes in the Proposal that the City deems necessary;
- Decline to award a Contract for the Services as a result of this RFP process;
- Discontinue negotiations with the Selected Proposer or any Proposer and commence discussions with any other responsive Proposer;
- Withdraw the RFP and reject any or all Proposals;
- Not award to any or all Proposers and issue a subsequent request for bids or request for new proposals based on concepts proposed in response to this RFP or otherwise;
- Continue Services as they are currently conducted with little to no changes;
- Seek other investigations, inquiries, reviews or clarifications which would allow the City to make informed decisions.

2.7 PROPOSALS

Each Proposer's Proposal shall provide unit prices for all service levels indicated on the appropriate Proposal forms. All Proposals shall be provided in year-2018 dollars. The Proposal unit prices shall be used, in part, to determine the Selected Proposer. All costs, including overhead and profit, and non-itemized taxes, fees or surcharges imposed by federal, state or local laws, for which the Proposer expects to receive payment as a result of the Services shall be included in the unit prices, unless otherwise specifically directed.

The data on the existing System concerning number of customers and collection tonnages should be viewed as estimates and are presented solely as the basis for calculations on which the award of a Contract will be made. Actual results experienced during the operation of the System may differ.

NOTE: Although the City requires mandatory solid waste collection services, it cannot provide a guarantee as to the future number of customers that may utilize the Selected Proposer's services. Chapter 19 of the City of Scottsbluff Municipal Code explains the mandatory solid waste services to City residents.

By submitting a Proposal, the Proposer is committing to commencement of collection services by an agreed upon start date and to comply with the submitted Proposal.

2.8 PREPARATION OF PROPOSAL FORMS

All blank spaces in the Proposal Forms shall be completed to be considered and no changes shall be made to any of the Proposal Forms. If forms submitted by a Proposer are substantially different than the Proposal Forms, the City may deem the Proposal non-responsive.

The Proposal prices shall be inclusive of all costs of providing the services, labor and equipment. The City may, at its sole discretion, deem any Proposal non-responsive to the Base Proposal that contains omissions, erasures, alterations or additions of any kind, or prices uncalled for, or obviously unbalance, or any Proposal that in any manner fails to conform to the conditions of this RFP.

The Proposers shall sign its proposal in ink in the blank space provided and all names shall be typed or printed below the signature, along with evidence that the Proposer is a duly organized and validly existing business, licensed to do business in the City and the State of Nebraska. If not licensed, then the Proposer shall provide a sworn statement that it will become licensed if selected as the successful Proposer prior to executing a Contract. The legal name of the Vendor submitting the Proposal shall be typed or printed in the space provided at the bottom of each page of the Proposal Forms. Proposals by corporations shall be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign). Proposals by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney shall be on file with the City prior the opening of Proposals or shall be submitted with the Proposal; otherwise, the Proposal may be deemed non-responsive.

2.9 SUBMISSION OF PROPOSALS

Sealed proposals will be received by the City of Scottsbluff, Nebraska at the office of the City Clerk, 2525 Circle Drive, Scottsbluff, NE 69361, until 10:00 a.m., (M.S.T.) November 5, 2018, for solid waste, recyclables and yard waste collection and disposal.

Complete Request for Proposals Documents are available and may be obtained from the City of Scottsbluff at the above referenced address. Proposals shall be submitted in a sealed envelope addressed to the City of Scottsbluff with the name "Request for Proposal for Solid Waste Collection and Disposal".

The City reserves the right to reject any and/or all Proposals, waive any informality in the Proposals received and to accept the Proposal it deems most beneficial to the City.

2.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the City. The Proposer shall provide such notice in writing to the City contact shown in Section 2.2 and shall include the signature of the Proposer. Notice of a Proposal modification or withdrawal shall only be considered by the City if the City receives it before the time and date set for receipt of Proposals. A late modification or withdrawal request shall not be recognized, and the City shall consider the originally submitted Proposal.

2.11 PROPOSAL EVALUATION

2.11.1 Evaluation Criteria

The City's Proposal evaluation committee shall review proposals based on the following criteria:

NOTE: Not all criteria below will be reflected in each scope (A, B and C). Each Proposal submitted and accepted before the deadline will be evaluated based on the Scope or Scopes of service proposed.

(1) Responsiveness/Completeness (pass/fail)

Each Proposal will be reviewed based on responsiveness to the information required. All forms shall be completed, all questions answered, and all information supplied in the format requested. The City may disqualify any Proposer not meeting these initial requirements. Proposers meeting these initial criteria may be contacted by the City to provide specific clarifications.

(2) Minimum General Qualifications (pass/fail)

Proposers must have experience operating solid waste, recyclables, and yard waste collection and/or disposal services. Proposers shall submit all information, related to their ability to successfully perform the work described in the RFP and Base Proposal, including a full and competent response to items A through E in Section 3.1 of this RFP. Proposers who do not fully respond to all questions, who do not clearly outline their proposed services, equipment and approaches, and/or who fail to clearly demonstrate their ability to perform under a Contract may be determined to "Fail" meeting the Minimum General Qualifications.

(3) Rate Evaluations (70 points)

The City shall review the rates provided by Proposers in conjunction with the overall Proposals provided on the Proposal due date. The City will determine the general trend of initial rate proposals, review the pricing of alternatives provided by Proposers, and consider the Proposal exceptions and related cost impacts identified by Proposers. Rates will be negotiated between the City and the Contractor every five years by using appropriate data and evaluations to determine reasonable rates.

Proposers shall provide the best possible and most accurate pricing for both the Base Proposal and alternatives.

(4) Customer Service and Operations Approach, Demonstrated Ability and References (30 points)

Proposers shall have demonstrated knowledge, skills, creativity, experience and capacity to design, deliver, manage and improve all aspects of customer service, operations, maintenance, outreach and education, marketing, procurement, financial management, contingency planning, sustainability performance and other aspects associated with the provision of services.

Proposers may be evaluated on the basis of Proposals submitted as well as references, interviews with Proposer staff and site visits. Evaluation shall be based upon a number of factors, which include, at the City's discretion, any number of the following:

A) Customer Services

Customer service elements shall be reviewed and may be evaluated with respect to the following items:

- Demonstrated customer service capacity, abilities and quantitative and qualitative evaluation measures (e.g. the number of representatives designated for the City, ring/hold time data, speed to answer by human representative);
- Ability to efficiently and effectively operate a utility billing system;
- Proposed local customers service opportunities, including stand-alone sites or partnerships with other businesses and institutions;
- The existence of formal, written training materials and frequency of customer service representative training;
- Proven strategies and demonstrated experience with minimizing customer and City complaints related to “misses,” damaged or misplaced containers, billing issues and other common customer and City complaints;
- Demonstrated responsiveness and expedient resolution of customer and City complaints;
- Demonstrated ability to provide a timely and efficient transition to a new contractor services with minimal impact to customers;
- Ability to establish and maintain a customer service-oriented web site;
- Demonstrated ability to effectively and efficiently address service disruptions and inclement weather events; and

B) Contract Implementation and Compliance

Contract implementation and compliance elements shall be reviewed and evaluated with respect to the following items:

- The extent to which a transition is necessary and expected customer impacts;
- Procedures, protocols and approach for verifying compliance with contract conditions and past performance on municipal contracts, including any violations or performance fees that were required to be paid by Proposer;
- Contract compliance and demonstration of meeting and/or exceeding customer and City service expectations based on interviews with client cities;
- Demonstrated ability to work with client cities, agencies and others in the effective delivery and implementation of services or programs;
- Policies and procedures for tracking and documenting services, including customer account information, reporting, allocating costs, tonnages, etc.; and
- Demonstrated ability to respond to and address customer service, operations or other issues or requests in a timely and effective manner.

In addition, Proposers shall be evaluated on their demonstrated ability (as confirmed by municipal clients) to work with municipal staff and successfully conduct good faith negotiations for performance reviews and required contract modifications such as service adjustments, unanticipated rate adjustments and/or contract extensions.

C) Diversion Approach, System Design and Operations

Diversion approach, system design and operations elements will be evaluated with respect to the following items:

Operations

- Ability and established procedures and/or policies to maintain and operate a fleet of collection vehicles, including back-up vehicles, and containers in a clean, safe, sanitary and proper working condition;
- Demonstrated ability to deliver, exchange and remove customer containers in a timely, reliable and efficient manner, including the roll-out of new services or container options;
- Ability to effectively and reliably communicate between fleet vehicles and customer service staff in order to address service and other on-route issues;
- Demonstrated plans for and resources to provide contingency services in the event of equipment failure, loss of recycling processing, composting or municipal solid waste disposal capabilities or capacity, inclement weather, strike or other unexpected circumstances reasonably possible during the term of a Contract;
- Approach to oil and effluent spill response;
- Proven strategies to minimize service disruptions and customer issues such as “misses,” inclement weather and customer exceptions (i.e. extras, recyclable materials preparation, additional services, special populations, etc.);
- Ability to implement alternative routing technologies to improve collection efficiency; and
- Approach to handling short- and long-term inclement weather events (i.e. two consecutive missed collection days).

Recycling and Yard Waste collection, processing and education

- The range of recyclables accepted beyond the minimum specified;
- The range of materials accepted by the Proposer’s selected processing facility and that facility’s plans and contingencies for handling a wide range of materials;
- Proposer’s approach to monitoring collected recyclable or yard waste materials and providing feedback to Customers on contamination levels;
- Proposer’s demonstrated strategies and proposed approach to management and reduction of contamination in inbound recycling and yard waste streams over the term of a Contract;
- The proposed approach for monitoring inbound recyclable loads, residuals from processing and out-throws, and prohibitives in outbound processing loads;
- The quality of recycling education and promotional materials developed solely by the Proposer and Proposer’s ability to clearly explain how to participate under a fully commingled recycling system;
- The quality of promotional materials supplied with containers and Proposer’s ability to clearly explain how to participate under a single-stream recycling collection program;
- Proposer’s ideas and demonstrated ability to provide educational and promotional support to maximize diversion, improve customer service, and reduce contamination under expanded recycling and yard waste collection programs; and
- Proposer’s ideas and demonstrated ability to provide educational and promotional support to maximize diversion, improve customer service, and reduce contamination under expanded recycling and yard.

Collection, transfer and disposal

- The ability to properly collect, transfer and dispose of solid waste in an environmentally friendly manner that is compliant with all federal, state and local laws.

In addition, Proposers shall be evaluated on the basis of their proposed transition and implementation plan as described in Section 3 of this RFP, including completeness, rationale and schedule of customer information, promotion and notification, customer service, procurement and delivery of vehicles,

containers and other equipment, contingency plans and other considerations which ensure a successful transition and implementation of the Services consistent with the start of collection and/or disposal services.

The customer service and operations approach, demonstrated ability and references portion of Proposals shall be assessed a qualitative score of up to 30 points based upon any number of the factors listed above. Scores may be assessed based upon a comparison to other Proposals or on a stand-alone basis. While City staff will review and score this portion with careful consideration of the selected factors, they are not required to provide any justification (written or otherwise) for the scores assessed to this portion of the Proposal.

2.11.2 Process

During the review, Proposals shall be reviewed by an evaluation team composed of City staff and one or more City consultants. The City's evaluation committee shall then provide a recommendation to City Council on whether to proceed. The City Council will determine whether to award a contract based on the recommendation, or any other option they choose.

Contract negotiation shall then proceed with the Selected Proposer or another Proposer if Contract negotiation with the Selected Proposer is not successfully concluded in a timely manner. The resulting Contract shall be submitted to the City Council for review and approval. The City Council will consider staff's recommendation, however, the City Council has the final authority to choose a Contractor and award a Contract to the party of their choice.

The City reserves all of its rights, including but not limited to the right to reject any and all Proposals, to waive any and all informalities, and to disregard all non-conforming, nonresponsive, irregular or conditional Proposals. In addition, the City reserves the right to reject the Proposals of any and all Proposers if the City believes that it would not be in the best interest of the City to make an award, whether because the Proposal is non-responsive, because the Proposer is not found to be responsible or fails to meet any other pertinent standard or criterion established by Scottsbluff, or whether it is otherwise not in the best interest of the City. In addition, the City reserves the right to terminate the RFP process at any time and for any reason.

2.12 SERVICES START DATE

The Contractor/Selected Proposer shall start the Services under a Contract on an agreed upon date.

2.13 PUBLIC DOCUMENTS AND DISCLOSURE

Under Nebraska State law, including without limitation Neb. Rev. Stat. 84-712 et seq, Nebraska Public Records Act, the documents and other records submitted in response to this RFP (should be considered public records upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted by a specific provision of law. The City assumes no contractual obligation to enforce any exemption. The City intends to disclose all sealed rate portions of the Proposals after they are opened to all Proposers. Proposers are cautioned to not include any confidential or proprietary information with their Proposals which they do not want disclosed. The City shall not be liable for or responsible for the disclosure of such information.

2.14 DISCLAIMER OF COSTS

The City shall not be responsible for any costs incurred by any Vendors in preparing, submitting, or presenting its response to the RFP or interview process, as applicable. The City shall not be responsible

for any costs incurred by the Selected Proposer prior to the date of the execution of a Contract.

2.15 INSTRUCTIONS FOR SUBMITTING A RESPONSIVE PROPOSAL

2.15.1 Obtain Proposal Documents

Send a request for (1) the Proposal Documents, and (2) confirmation of Proposer email address so the City can provide Proposal information to the Proposer throughout the process. The City contact is listed in Section 2.2 of this RFP.

2.15.2 Conduct Investigation Deemed Necessary

Each Proposer shall conduct any investigation of the Service Area, projected customer counts, types and quantities of customer-owned equipment, markets, processing facilities and other conditions deemed necessary by the Proposer to submit a responsive Proposal.

2.15.3 Submit Responsive Proposal

Complete Proposals shall be submitted no later than 10:00 am MST on November 5, 2018, and shall be enclosed in a sealed package, marked with the words “Request for Proposal for Solid Waste Collection and Disposal” and marked so as to indicate, without being opened, the name and address of the Proposer. Proposals shall be accompanied by an envelope containing all other required Proposal documents, including completed Proposal Forms. Proposals can be mailed or delivered to:

Kimberly Wright, City Clerk
City of Scottsbluff
2525 Circle Drive
Scottsbluff, NE 69341

www.scottsbluff.org
KWright@scottsbluff.org
(308) 630-6221

Proposers shall submit Proposals as required, complying with the requirements of the Proposal Documents. Submit **five copies**, printed and double-sided, of the Proposal Forms and other supporting documents. Please do not glue bind the Proposal Forms and supporting documents. The Proposal and all Proposal Forms shall be signed by an authorized person where indicated, and a person, with title, address, telephone number and e-mail address, whom the City may contact, shall be identified. **In addition to the printed copies, Proposer shall provide an electronic copy (.PDF format) of its entire proposal (minus bound corporate publications such as annual reports) in electronic format (CD or USB flash drive) submitted with the printed Proposal package.**

2.16 PROCESS INTEGRITY REQUIREMENTS

Each Proposer is individually and solely responsible for ensuring compliance with the following Process Integrity Requirements. This responsibility extends to Proposer’s employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting Proposer’s Proposal or proposed services. Proposers shall comply as follows:

- All solid waste collection-related communications with the City shall be only through the City’s designated staff contact identified in Section 2.2. Proposers or their agents shall not contact other City staff, appointed or elected officials, consultants retained by the City or other City

agents regarding current or future solid waste collection services from the time the RFP is posted publically on the City of Scottsbluff's website until the time a finalized Contract and/or staff recommendation of Selected Proposer is forwarded to the City Council and is made public in the City Council's Agenda Packet.

- When seeking information from the City to prepare a response, Proposer shall place its reliance only on information, RFP materials and Addenda provided by the City's contact designated in Section 2.2. Any reliance on other City information and publications may result in a non-responsive Proposal due to inaccurate or incomplete information. The City shall not be liable or responsible for inaccuracies or incomplete information found outside of the RFP, and Proposal Documents, including any attachments.
- Any information and materials to be utilized by the City during the Proposal evaluation and selection process shall be included as part of the original Proposal or submitted in response to a specific request from the City.

A Proposer shall be disqualified if the City determines the Proposer has failed to comply with the specific Process Integrity Requirements, has undermined the City's intention of conducting a fair and transparent competitive process based on the specified evaluation criteria, or has otherwise substantially diminished the City's ability to award a Contract in a timely manner and free of contention. The City reserves the sole right to disqualify any Proposer at any point in the process for failure to comply with the Process Integrity Requirements. The City also reserves the right to disqualify any Proposer, at any time, for fraud, any material misrepresentation, illegal conduct, or any act or omission that potentially or actually reflects poorly on the City.

PROPOSAL INSTRUCTIONS AND FORMS

3.1 PROPOSAL PREPARATION GUIDELINES AND FORMAT

These instructions provide guidelines governing the formation and content of the Proposal and the approach to be used for its development and presentation. The intent of this section is to describe the Proposal format and requested information that is essential to an understanding and evaluation of the proposed system. The inclusion of any additional pertinent data or information by the Proposer is recommended. Inclusion of general letters of support are not useful to the City when evaluating Proposer's capabilities and abilities to perform and are discouraged.

Proposals shall be stapled or bound, sealed, typed and prepared on both sides of 8-1/2" by 11" paper. Oversized documents may be submitted, but they must be folded to size and secured in the Proposal. All pages of the Proposals shall be numbered and sections clearly identified.

The Proposal and all attachments shall be complete and free of ambiguities, alterations and erasures.

The City does not require financial statements to be provided as part of Proposal submittals. However, the City reserves the right to request supplemental materials from Proposers to demonstrate to the City's satisfaction that any Proposer is fully capable to perform the Services.

The Proposal shall follow the format outlined below, and shall include the required content in sequential format.

NOTE: Not all criteria below will be reflected in each scope (A, B and C). Each Proposal submitted and accepted before the deadline will be evaluated based on the Scope or Scopes of service proposed.

A. Executive Summary

Provide a brief overview of the entire Proposal and highlight the key aspects of the Proposal (maximum 6 pages). In the executive summary or cover letter, please confirm receipt of any RFP addenda received and considered during the development of your Proposal.

B. Management and Qualifications

B.1 Proposer (All Scopes)

State the name of your entity, home office address, Nebraska business address, Nebraska agent's name, address, e-mail address and telephone number, and the name, address, phone number, fax number, e-mail address, website address and title of the person to be contacted concerning the Proposal. If Proposer is a subsidiary, state the name of the parent company, the home office address, telephone number and website address of the parent company, and describe the parent company's relationship to the Proposer. State whether the person signing the Proposal has the authority to sign on behalf of Proposer. State also the names of companies that will share significant and substantive responsibilities with you, as joint venture partners or in another manner. Include documentation that Proposer is duly organized and validly existing business in good standing, and licensed to do business. Proposer shall provide a sworn statement that it will become licensed if selected as the Successful Proposer.

B.2 Resumes (All Scopes)

Supply the names and resumes of the principal officers, partners or other officials of each entity involved in performing substantive responsibilities, and provide the names and resumes of the individuals who will be directly responsible for implementation of a Contract. At a minimum, include the general manager, operations manager(s), financial officer, education and customer outreach manager, customer service manager(s) and other personnel with whom the City will have regular contact with during the administration of a Contract. Describe the ownership, managerial and/or fiduciary role of each of the participating companies. Include the names, entity affiliation, telephone numbers and e-mail addresses of key individuals integrally involved in the Proposal. Provide an organizational chart or other means of explaining the interrelationships between the team members.

B.3 Litigation and Violations (All Scopes)

List any entity, partner, holding company or subsidiary involved in the Proposal, or any corporate officer, that has been involved within the past five years in any litigation or arbitration including but not limited to any action or claim arising out of the procurement or performance of a municipal solid waste contract; arising out of performance of a processing or marketing contract; arising or connected with violation of state or federal anti-trust laws; arising from or connected with allegations of corrupt practices; or arising from operating permits and other operating requirements, including local, state and federal rules or regulations. In the case of national companies with multiple affiliated regional companies, the above disclosure should be limited to local operations and personnel. Explain details fully with copies of any pleadings and/or settlement papers. In the event that disclosure limited by court authorized nondisclosure provisions, then general circumstances shall be described to the extent authorized and disclosure requirements stated.

B.4 Subcontractors (All Scopes)

List all items of work or elements of the Services to be performed by subcontractors, and the names, qualifications and resumes of the subcontractors. Also, list the equipment and supplies to be purchased from vendors. Provide an estimate of cost, expected time of purchase, and length of time necessary for delivery for each of the items.

B.5 Experience (All Scopes)

Describe fully the experience of your team (both individuals and the corporate, partnership or entity team) in providing the Services requested in this RFP. Describe similar projects, and include the scope of services (including a summary of which collection and/or processing services were covered by a contract), annual revenues, tonnages and number of customers. Describe any major problems encountered in establishing service or collecting, processing, or marketing recyclables or yard waste. Provide references (including contact name, title, organization, mailing address and contact information) for all similar projects described. References should have direct operational management responsibility of Proposer's contract and full knowledge of Proposer's detailed performance under that contract. This will generally be a city staff member, not an elected official.

C. Collection and Management Operations

C.1 Solid Waste, Recycling and Yard Waste Collection and Handling (Scope A or C)

Describe fully the collection equipment and containers to be used under a Contract, keeping in mind the Proposal specifications for the collection frequency, types of containers, and the City's intention that solid waste, recyclables, and yard waste be collected separately. Identify the chassis and body used to collect residential and commercial customers. Also identify for each type of truck: the number of compartments, the capacity of each compartment, total weight, and volume capacity of vehicle, loading and unloading characteristics, the number necessary to perform the required Services, the average number of collections each vehicle can make in a day, and the useful expected life of each collection vehicle. Describe how each vehicle will be marked or signed so that witnesses to spills, leakage, and/or damage may quickly report such occurrence.

Identify any subcontractor used for container inventory and delivery.

Describe and provide examples of your route management system. Describe how routes are initially developed and modified over time, how your on-board computer systems manage route progress, route changes, exceptions (no set-out, blocked containers, contaminated materials, extra set-outs, etc.) and diversions from normal routes due to road maintenance, inclement weather or other unforeseen needs to deviate from the planned route. Also describe how the on-board system communicates with your call center's account system to provide close-to-realtime updates for each customer during the collection day.

Identify the destination for all collected materials. If more than one recycler or landfill will be used, identify the proportion of loads destined for various destinations and the criteria for routing trucks to a particular facility.

Describe fully your proposed recycling processing facility, including location, hours of operation, processing capability per hour and per day by material type, tons of material currently processed per day by material type, additional processing capacity committed to in the future by material type, and the amount of that capacity needed to process the recyclables collected. Specifically address how commingled materials are currently processed and the average rejection or contamination rate experienced by your firm or contracted processor. Describe how your Entity chooses recycling markets and ensures that collected materials are remanufactured into new products rather than high-graded and partially recycled or used as fuel.

Describe fully your proposed yard waste collection process, including transportation to the City owned and operated Composted Facility within the current operating hour.

Identify the operator (if subcontracted), location, structures, and zoning of your proposed maintenance and support facilities. Provide the number of repair bays available at the facility and maintenance staffing levels (i.e., mechanics and assistants). Provide the total number of trucks maintained at the site for all Proposer operations, as well as the number of trucks and spares dedicated to fulfill the Proposal.

The City actively works to protect its water resources, including surface and groundwater. It is essential that all containers do not leak and have tight fitting lids that close, and that they are always closed after servicing. What steps do you propose to ensure these requirements? Similarly, leaking compactors can pollute surface water and it is critical to the City that compactors do not leak during operation, or during or after servicing. What specific steps do you propose to prevent pollution from compactors?

C.2 Billing Support and Customer Service Support – (Scope A or C)

Describe in detail the manufacturer and model of equipment and software used to maintain route lists, customer service histories, and the ability to provide City-requested reports of customer-specific information and data. Describe how your Entity will maintain a Utility Billing System.

Discuss how your Entity has implemented services in other cities, with particular emphasis on how the transition between the previous contractor and your Entity was handled, and how your Entity developed accurate customer service level and billing data.

The City considers customer service to be a very important aspect of solid waste collection and/or disposal services. Outline your overall approach to customer service and how the various elements of customer service (call center, web-based, and mobile app) work together to provide excellent customer service. Describe the functionality of your website including the basic structure, interface to customer service representatives and the degree to which customers can manage their accounts (e.g. change their subscribed service levels, order service, request a missed pick-up collection), and how you ensure that web and mobile app requests are accurately tracked and addressed. Describe your most recent innovations in service; for example, new technology on trucks or new methods/technologies to better communicate with customers.

Discuss how staffing levels are established and modified to ensure timely customer service, and how new and existing staff is trained. Describe how customer service performance is measured, including the specific targets or performance metrics used to evaluate your Entity's performance. If call center staff handle calls from more than one city or service area, describe the procedures and aids used by those staff to address calls from different service areas without delaying responses to customers.

Discuss how long it takes your Entity to respond to service calls, how you monitor and adapt your field staffing to minimize your response time, and how the resolution of each service call is performed in a timely manner.

Describe your procedures for handling "missed" collections. Does your Entity have a separate route for handling misses at the end of each day; is each route driver responsible for collecting their misses on the day or day after regular collection; or does your Entity use some other system? How has this approach worked to minimize repeat misses? How do you handle customers who repeatedly report unwarranted misses?

C.3 Transition and Implementation Plan (All Scopes)

Describe your proposed transition and implementation plans to ensure an efficient and successful implementation of service provisions as outlined in the Proposal. Identify the major issues and describe your proposed approach. Discuss customer information, promotion and notification, customer service,

customer response, procurement and delivery of vehicles, containers and other equipment, contingency plans and other considerations which will ensure a successful transition and implementation of the Services consistent with the start of collection services. Include a timeline which identifies major tasks and key dates in the transition and implementation plan.

C.4 Transportation and Transfer Station (All Scopes)

Describe fully the transportation equipment and facilities to be used and the City's intention that solid waste, recyclables, and yard waste be accepted and handled separately and responsibly.

Identify any subcontractor used for transportation or Transfer Station functions.

Describe and provide examples of your transportation management and operation system. Identify the destination for all collected materials. If more than one recycler or landfill will be used, identify the proportion of loads destined for various destinations and the criteria for routing trucks to a particular facility.

Describe fully your proposed Transfer Station facility, including location, hours of operation, processing capability per hour and per day by material type, tons of material currently processed per day by material type, additional processing capacity committed to in the future by material type, and the amount of that capacity needed to process the solid waste and recyclables collected. Specifically address how commingled materials are currently processed and the average rejection or contamination rate experienced by your firm or contracted processor. Describe how your Entity chooses recycling markets and ensures that collected materials are remanufactured into new products rather than high-graded and partially recycled or used as fuel.

The City actively works to protect its water resources, including surface and groundwater. It is essential that all containers do not leak and have tight fitting lids that close, and that they are always closed after servicing. What steps do you propose to ensure these requirements? Similarly, leaking compactors can pollute surface water and it is critical to the City that compactors do not leak during operation, or during or after servicing. What specific steps do you propose to prevent pollution from compactors? (Only cover this paragraph if not already answered in C.1)

C.5 Disposal and Landfill (All Scopes)

Describe fully the Landfill equipment and facilities to be used under a Contract, keeping in mind Proposal specifications, and the City's intention that garbage, recyclables, and yard waste be accepted and handled separately and responsibly.

Identify any subcontractor used for disposal of solid waste at a Landfill.

Describe and provide examples of your Landfill operation system.

Identify the destination for all collected materials. If more than one recycler or landfill will be used, identify the proportion of loads destined for various destinations and the criteria for routing trucks to a particular facility.

Describe fully your proposed Landfill facility, including location, hours of operation, processing capability per hour and per day by material type, tons of material currently processed per day by material type, additional processing capacity committed to in the future by material type, and the amount of that capacity needed to process the solid waste collected. Specifically address how materials are currently processed and the average rejection or contamination rate experienced by your firm or contracted processor.

The City actively works to protect its water resources, including surface and groundwater. It is essential that all containers do not leak and have tight fitting lids that close, and that they are always closed after servicing. What steps do you propose to ensure these requirements? Similarly, leaking compactors can pollute surface water and it is critical to the City that compactors do not leak during operation, or during or after servicing. What specific steps do you propose to prevent pollution from compactors? (Only cover this paragraph if not already answered in C.1)

D. Implementation and Public Information

If you would be a new service provider for the City, describe in detail how your Entity would work with the City to ensure a smooth transfer of information and container exchanges in a timely manner to meet the start date. Identify the individuals involved in this effort, their qualifications and previous experience in transitioning existing collection programs. Describe whether the same person will be serving as part of the management staff throughout a Contract term as serves during the transition/implementation period.

Describe and provide examples of materials developed by Proposer's staff and used to introduce and support residential and commercial recycling and yard waste programs. Address how materials will be distributed and how residents seeking additional information will be accommodated during program introduction. Detail how your approach will increase and maintain participation and how methods may change as participation levels increase or decrease.

Describe fully the public information techniques you will use in responding to contamination or other customer problems at a particular site. Detail how your Entity's approach will increase and maintain participation and how methods may change as participation levels increase or decrease. Provide examples of where your approaches have been effective, how effectiveness is measured and also provide informational materials developed and used by your staff.

Describe and identify your Entity's website, and how you plan to present information about the Services on the website. Describe your procedures to keep information on your website up-to-date.

Identify and describe fully the qualifications of your Education and Outreach Program including previous experience in working with recycling collection programs and government organizations. Describe whether the same person will be serving as the Education and Outreach Program throughout a Contract term as serves during the Transition/Implementation Period.

E. Contract Modifications

For each Proposer-proposed Contract modification the following format shall be followed to maintain consistency between Proposals:

- Clearly indicate the reason for the requested change;
- Whether the proposed change is a mandatory part of your Proposal or is simply a preference;
- Propose alternative text; and
- Provide the rate impact to your Proposal (or "no rate impact" if none) resulting from the proposed change.

The listed rate impact shall reflect the annual rate reduction or increase of the proposed modification and shall be identified in dollars with a "+" representing an increase in annual aggregate rates and a "-" representing a decrease in annual aggregate rates. If there is no rate savings or increase associated with the proposed modification, the Proposer shall indicate "no cost impact."

The City encourages that any and all questions specifically regarding Contract language interpretation or the acceptability of alternative approaches be asked before the deadline date.

3.2 PROPOSAL FORMS

The following forms shall be completed in full and in accordance with both the Instructions to Proposers and with the instructions that follow below and shall be submitted collectively as the Proposal Forms. Use black or blue ink or type on all forms.

Proposer's responses to the questions in these Proposal Forms shall be used by the City to evaluate the responsiveness of Proposer and the ability of Proposer to provide the Services and equipment in a responsible manner. The information shall be submitted as indicated on the individual forms, but if Proposer needs additional space to respond to a question or if Proposer is requested to provide information that cannot be written directly on the forms, these items must be stapled or attached to the individual forms that correspond to the pertinent information. Oversized or bulky information such as drawings or bound documents shall be submitted under a separate cover, labeled to indicate the form number and content to which the information pertains, referenced as such on the Proposal Forms, and included as part of Proposer's Proposal.

Proposers shall number each page that contains information that cannot be written directly on a form or pages that are reproductions of a form. The page number shall be placed in the upper right-hand corner of each such page and sub-lettered to correspond with the page to which the information pertains (e.g., Form 2).

Proposers may reproduce Proposal Forms on a computer and complete them using editing software, provided that each page so generated must have the header, footer and body of information in the same locations as the original form to assure uniformity of the Proposal's submittal. Typefaces may differ to the extent that the reproduced forms remain legible, however, changes are not encouraged. Stylistic enhancements and reformatting resulting in the omission on required information may render the Proposal non-responsive, at the sole discretion of the City if the City considers the omission to materially affect the Proposal. These Proposal Forms are available electronically in Microsoft Word, PDF, and Excel format from the City contact listed in Section 2.2 of this RFP.

Proposers shall provide complete and detailed responses to each question. If the Proposer fails to do so, its Proposal is likely to be deemed non-responsive and may be rejected by the City. During the execution of the Services, the City shall consider information submitted by the Selected Proposer to be binding, and any substitutions or deviations from the information provided may only be approved in writing by the City.

Form 1

COVER SHEET AND GENERAL INFORMATION

Entity Name: _____

Home Office Address: _____

Business Address: _____

Website Address: _____

Name, Title, Address, Telephone Number, fax Number and E-Mail Address of the person to be contacted concerning the Proposal:

If Applicable, Name of the Parent Company:

Home Office Address, Telephone Number and Website Address of the Parent Company:

Describe the parent company's relationship with the Proposer:

If applicable, does the person signing the documents have the authority to sign on behalf of the Proposer?

_____ Yes _____ No

Names of Companies that will share significant and substantive responsibilities with the Proposer in performing S:

Attach to this form, and number appropriately, documentation showing that the Proposer is duly organized and validly existing as a corporation or partnership in good standing.

Form 2

PRICE PROPOSAL

Include in your Proposal monthly collection and/or disposal fees depending on Scope for all Services. Label the projected fees as "Form 2".

Although the City of Scottsbluff requires mandatory solid waste collection services, it cannot provide any guarantee as to the future number of customers that may utilize the Selected Proposer's Services. Prospective Proposers are responsible for developing their own internal service level profile forecasts reflecting their own estimates on growth that may occur by the start of a Contract.

The Contractor's fees provided on Form 2 shall include all capital, labor, disposal, and other operating costs, including administration, management, profit, contract fees and incidental taxes (e.g. tire and fuel taxes, B&O). State refuse collection tax, sales taxes on listed container rentals and city utility taxes shall be excluded from the Proposal rates. Contractor fees provided by the Proposer on Form 2 shall incorporate the following elements, and be based on actual cost of service:

NOTE: On a separate page or pages, make a detailed list of Services with costs/rates including a description of what is all included in that specific rate. Include costs of Services that forgo what is included in the minimum rate (i.e. an extra container/collection).

The costs, rates, fees and other expenses listed on Form 2 should reflect all proposed costs that will be reflected in a Contract. Be sure to be detailed and inclusive of all appropriate costs.

Rates will be negotiated between the City and the Contractor every five years by using appropriate data and evaluations to determine reasonable rates.

SCOPE A

- Residential Monthly Rate
- Multi-family Rate Structure
- Commercial Monthly Rate
- Yard Waste Monthly Rate
- Recycling Monthly Rate
- Commercial Cardboard Monthly Rate
- Special Collections Rates
- Drop-off Recycling Rates
- Electronic Recycling Rates
- Other Rates/Services:

SCOPE B

Transfer Station Tipping Fee per Ton for:

- Solid Waste
- Recyclables

- Transportation of Solid Waste from Transfer Station to Landfill
- Transportation of Recyclables to Recycling Facility

Or

- Landfill Tipping Fee per Ton:

SCOPE C

- Identify alternative costs not included in Scope A or B

Form 3

CERTIFICATION OF PROPOSAL - DECLARATION AND UNDERSTANDING

The undersigned Proposer declares that the only persons or parties beneficially or financially interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; that it is made without collusion; and that the Proposal is made without any connection or collusion with any person submitting another Proposal in connection with this RFP.

The Proposer declares that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; this Proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly entered into any agreement, induced or solicited any other Proposer to submit a false or sham Proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from Proposing; the Proposer has not sought by collusion, fraud, deceit or any unlawful act to obtain for itself any advantage over any other Proposer or over the City; and Proposer has not otherwise taken any action in the restraint of free competitive proposals in connection with the Services for which this Proposal is submitted.

The Proposer declares that it has familiarized itself with the nature and extent of the Base Proposal, the existing solid waste collection services, all local conditions and all other relevant facilities, properties, laws and regulations that in any manner may affect cost, implementation, progress, performance or furnishing of the Services. The Proposer has satisfied itself as to the Services and equipment to be provided, including the fact that the description of the Services and equipment is brief and is intended only to indicate the general nature of the Services, and that this Proposal is made according to the provisions and under the terms and conditions of the Base Proposal, which fully and completely incorporated into this Proposal by this reference.

The Proposer further acknowledges that it has satisfied itself as to the nature and location of the solid waste handling services, the general and local conditions, particularly those bearing on the availability of equipment, access, recycling and compostable material markets, disposal fees, availability of labor, roads, and the uncertainties of weather or similar physical conditions in the City, the character of equipment and facilities needed to execute the Services, and all other matters that may in any way affect the Services or the cost thereof under a Contract.

The Proposer further acknowledges that it has satisfied itself as to the character, quality and quantity of information provided by the City regarding the existing solid waste collection services and solid waste system, and the Proposer has adequately investigated the City's customer base and any additional information that may be provided by the City. Failure by the Proposer to acquaint itself with the physical conditions of the City's customer base and all available information shall not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the Services and providing the equipment required.

The Proposer warrants that, as a result of its examination and investigation of all the data referenced above, it can execute the Services in a good, timely and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representation made by any of its officers, employees, representatives, or agents during or prior to the execution of a Contract, unless (1) such representations are expressly stated in a Contract; and/or (2) a Contract expressly provides that the City assumes the responsibility. The Proposer has given the City written notice in a timely manner of all conflicts, errors, omissions or discrepancies that it has discovered in the Proposal. The Proposer proposes and agrees to enter into a Contract with the City, in the form provided to provide services and equipment ("Services") as specified or indicated in a Contract for the prices and during the time period indicated in this Proposal and in accordance with the other terms and conditions of a Contract.

The Proposer accepts all of the terms and conditions of the Proposal Documents, including, without limitation, those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance until 180 days following Proposal submittal. The Selected Proposer shall provide the appropriate performance security and proof of insurance acceptable to the City within five (5) days of completion of Contract negotiation by the City and the Proposer.

Self-Reliance

The Proposer acknowledges that the information contained in this Proposal represents its understanding of the City's existing solid waste collection services, terrain, streets, alleys, container locations, recycling markets, yard waste and other conditions that could affect the costs or operational efficiencies of fulfilling a Contract. In preparing this Proposal, the Proposer acknowledges that it is solely responsible for its Proposal and that it has relied on its own investigation and research.

Start Of Services And Contract Term

If a Contract is negotiated, the Proposer agrees to commence all Services under the terms and conditions of a Contract on the agreed upon start date and to continue providing services throughout the term of a Contract as specified therein.

Unit Price

Proposer proposes to invoice and collect payments or charges (rates), as set forth under the provisions of a negotiated Contract.

Proposer charges (rates) may be adjusted upward or downward solely as provided in a Contract. Generally, the Proposer shall be responsible for all real (non-inflationary) cost increases, and may benefit from any real cost decreases, except as specifically agreed to in a Contract. Proposer understands that the per-unit served price and the price adjustments are independent of the quantities and quality of materials collected. Proposer agrees that the perunit served price and the price adjustments represent a reasonable measure of the labor and materials required to execute the Services, including all allowances for overhead and profit, and applicable taxes, fees and surcharges for such services. Prices shall be given in U.S. dollars and cents.

Compliance with Process Integrity Requirements

Proposer hereby certifies it and its employees, officers, and officials have complied with the Process Integrity Requirements as described in Section 2.16 of the RFP and further agrees to comply with those Guidelines during the Proposal evaluation process.

Identification and Authorization

The name of the Proposer submitting this Proposal is:

Doing business at: _____
Street

City State Zip Code

Which is the address to which all communications concerning this Proposal will be sent.

The names of the principle officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

If the Proposer is a partnership, attach to this for, and number appropriately a copy of its partnership agreement. If the Proposer is a corporation, or Limited Liability Company, attach to these form copies of its Articles of Incorporation, Certificate of Organization, bylaws, Operating Agreement and Certificate of Good Standing, as certified by the Secretary of the State of Nebraska.

If Sole Proprietorship or Partnership

IN WITNESS hereto the undersigned has set its hand this ____ day of _____, 2018.

Signature of Proposer Title

If Corporation or Limited Liability Company

IN WITNESS hereto the undersigned has set its hand this ____ day of _____, 2018.

Name of Corporation or Limited Liability Company

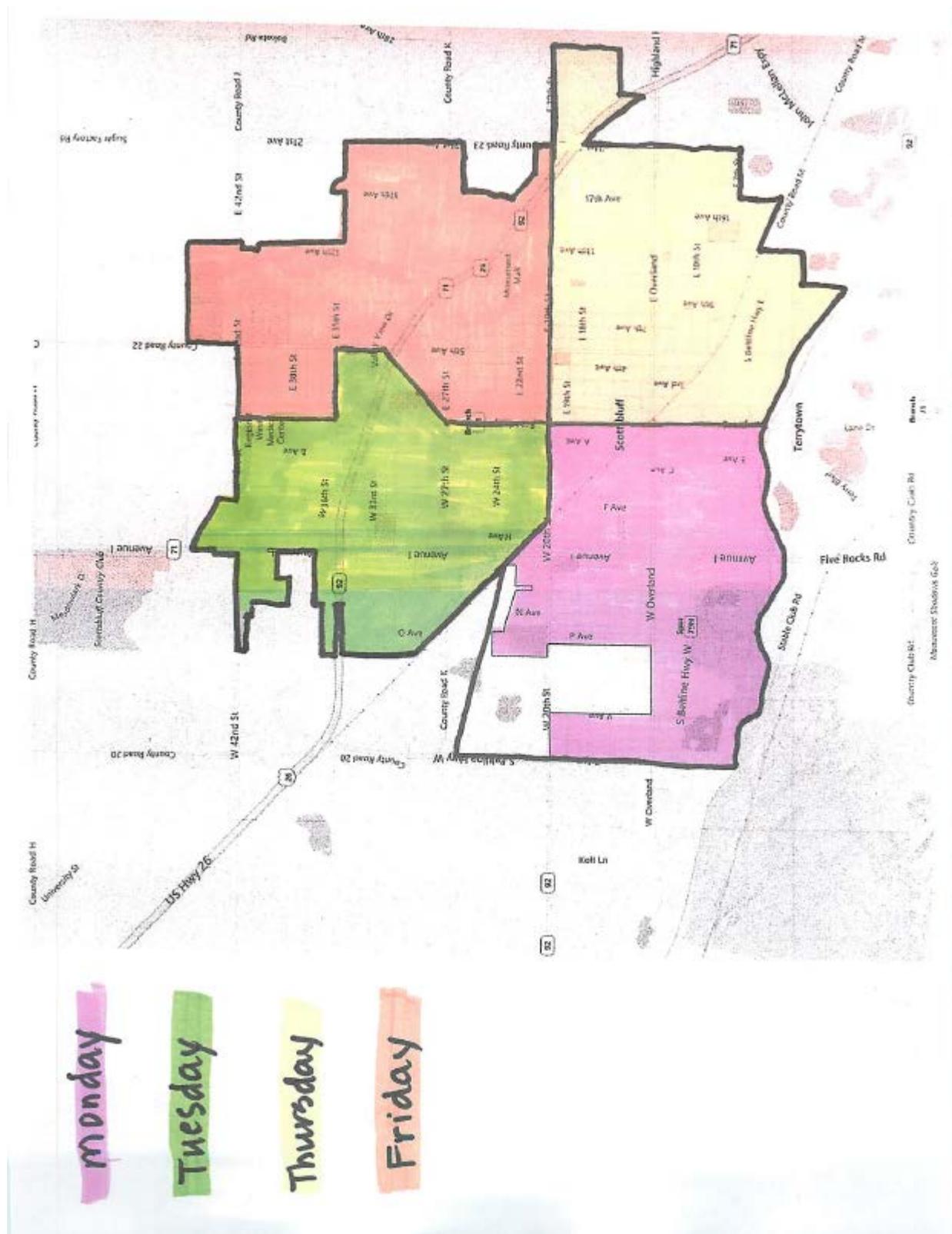
By Title/Member

ATTEST (Secretary)

APPENDICES

- Appendix A: City Service Area Map
- Appendix B: 2016 and 2017 Tonnage Reports
- Appendix C: Solid Waste Municipal Code
- Appendix D: 2018 Solid Waste Fee Structure

APPENDIX A: CITY SERVICE AREA MAP



APPENDIX C

SOLID WASTE MUNICIPAL CODE

CHAPTER 19 SOLID WASTE

Article

- [1. Definitions. 19-1-1 to 19-1-18.](#)
- [2. General Provisions. 19-2-1 to 19-2-9.](#)
- [3. Municipal Collection and Disposal System. 19-3-1 to 19-3-18.](#)
- [4. Violations; Penalty. 19-4-1 to 19-4-2.](#)

Nebraska Statutes

For statutory Provisions on solid waste disposal. see R.R.S. § 19-101 et seq.

ARTICLE 1 DEFINITIONS

Section

<u>19-1-1</u>	<u>Terms; defined.</u>
<u>19-1-2</u>	<u>Adequate preparation.</u>
<u>19-1-3</u>	<u>Approved container.</u>
<u>19-1-4</u>	<u>Bundle.</u>
<u>19-1-5</u>	<u>Collection point.</u>
<u>19-1-6</u>	<u>Collection schedule.</u>
<u>19-1-7</u>	<u>Collection service.</u>
<u>19-1-8</u>	<u>Compacted waste.</u>
<u>19-1-9</u>	<u>Disposable bags.</u>
<u>19-1-10</u>	<u>Garbage.</u>
<u>19-1-11</u>	<u>Hotel, motel or rooming house.</u>
<u>19-1-12</u>	<u>Premises, property.</u>
<u>19-1-13</u>	<u>Quick food establishment.</u>
<u>19-1-14</u>	<u>Rate schedule.</u>
<u>19-1-14.1</u>	<u>Recyclable materials.</u>
<u>19-1-15</u>	<u>Rubbish.</u>
<u>19-1-16</u>	<u>Solid waste.</u>
<u>19-1-17</u>	<u>Stationary containers.</u>
<u>19-1-18</u>	<u>Yard waste.</u>

19-1-1. Terms; defined.

For the purposes of this Chapter, the terms set forth in succeeding sections of this Article shall have the meanings ascribed to them in such sections. (Ord. 1945, 1972; Ord. 1116)

19-1-2. Adequate preparation.

“Adequate preparation” means the preparation of solid waste in a manner that complies with this

Chapter and with all regulations adopted pursuant thereto by the City Manager, and that will facilitate the collection process as determined by the City Manager. (Ord. 1945, 1972; Ord. 1116)

19-1-3. Approved container.

“Approved container” means:

- (1) a solid waste container designed for mechanical dumping that is compatible with the dumping mechanism installed on the collection vehicles, or
- (2) a self contained compactor containing unit with a capacity of twenty (20) or more cubic yards and of a design which has been specifically approved by the City Manager or the designee of the City Manager. In the sole discretion of the City Manager approval for such containers may be revoked at any time.
- (3) some other container which is designed and manufactured for use as a solid waste container, is constructed of plastic or galvanized metal, is watertight, has a capacity not to exceed thirty-two (32) gallons, and has been specifically approved as to construction by the City Manager or the designee of the City manager. In the sole discretion of the City Manager approval may be revoked at any time. (Ord. 3482, 1996)

19-1-4. Bundle.

“Bundle” means a package containing rubbish only, securely tied with wire, cord or rope. The longest dimension shall not exceed four (4) feet and the total weight shall not exceed seventy-five (75) pounds. Material must be bundled in a manner that will permit it to be handled by the ties without spillage. (Ord. 1945, 1972; Ord. 1116)

19-1-5. Collection point.

“Collection point” means the point of collection for solid waste shall be adjacent to the street right-of-way if no alley exists. Other locations that have been mutually agreed upon by the owner or occupant and the City Manager or his or her duly authorized representative are permissible. (Ord. 1945, 1972; Ord. 1116)

19-1-6. Collection schedule.

“Collection schedule” means the established routes of collection crews and vehicles, designed to provide the regular removal and disposal of solid waste from all premises within the corporate limits of the City. The schedule shall provide such frequency as deemed adequate by the City Council. (Ord. 1945, 1972; Ord. 1116)

19-1-7. Collection service.

“Collection service” means the regular collection and disposal of solid waste from all residential and commercial properties. (Ord. 1945, 1972; Ord. 1116)

19-1-8. Compacted waste.

“Compacted waste” shall mean solid waste which has been mechanically compacted or compressed. (Ord. 3176, 1990)

19-1-9. Disposable bags.

“Disposable bags” means bags made of paper or plastic for the specific purpose of containing solid

waste. Closure of bags must be accomplished by either tying those made of plastic or by folding those made of paper, before placing them at the collection points. (Ord. 1945, 1972; Ord. 1116)

19-1-10. Garbage.

“Garbage” means waste accumulations of animal, fruit or vegetable matter that attend the use and preparation of meat, fish, fowl, fruits or vegetables, and containers or packaging materials originally used for foodstuffs which become and remain soiled from such use. (Ord. 1945, 1972; Ord. 1116)

19-1-11. Hotel, motel or rooming house.

“Hotel, motel or rooming house” means a building, or group of buildings, containing individual lodging units, generally without kitchen facilities, used for temporary or semipermanent occupancy. (Ord. 1945, 1972; Ord. 1116)

19-1-12. Premises, property.

“Premises, property” means all land, both public and private, within the corporate limits of the City, and all public land of the City outside the corporate limits of the City. Public land includes, but is not limited to, public streets, alleys and parks. (Ord. 2298, 1977; Ord. 1116)

19-1-13. Quick food establishment.

“Quick food establishment” means a place of business in which food is prepared and sold at retail for consumption on the premises outside a building, or on adjacent premises outside a building. (Ord. 2298, 1977; Ord. 1116)

19-1-14. Rate schedule.

“Rate schedule” means the charges established by the City Council for collection and disposal services. (Ord. 1945, 1972; Ord. 1116)

19-1-14.1. Recyclable materials.

“Recyclable materials” means solid waste approved for recycling by the City Manager or the designee of the City Manager. (Ord. 3507, 1996)

19-1-15. Rubbish.

“Rubbish” means all refuse except garbage and yard waste. The term includes but is not limited to crockery, bottles, cans, vessels, pasteboard, rags, plastic, paper, wood scraps and similar materials. (Ord. 3355, 1994)

19-1-16. Solid waste.

“Solid waste” means useless or discarded material, except as otherwise provided in this section. The term includes garbage, rubbish, yard waste and recyclable materials, but does not include junk as defined in the Municipal Code, nor does it include liquid or gaseous wastes. (Ord. 3507, 1996)

19-1-17. Stationary container.

“Stationary container” means a fixed bin or wire enclosure for bulky items such as pasteboard boxes. The design and location of any stationary container must be approved by the City Manager or his or her designee. (Ord. 1945, 1972; Ord. 1116)

19-1-18. Yard waste.

“Yard waste” means accumulations of grass or shrubbery cuttings, leaves, and other materials collected as a result of the care of lawns, shrubbery, vines, and gardens. (Ord. 3355, 1994)

ARTICLE 2 GENERAL PROVISIONS

Section

<u>19-2-1</u>	<u>Solid waste; disposition; restrictions; general.</u>
<u>19-2-2</u>	<u>Containers; required; specifications; collections.</u>
<u>19-2-3</u>	<u>Solid waste; combustible; restrictions; nuisance.</u>
<u>19-2-4</u>	<u>Lead-acid batteries; waste oil; tires; household appliances; prohibited.</u>
<u>19-2-5</u>	<u>Spillage; scattering.</u>
<u>19-2-6</u>	<u>Destructive, injurious material; removal.</u>
<u>19-2-7</u>	<u>Adequate preparation.</u>
<u>19-2-8</u>	<u>Carcass; removal; burial; outside City.</u>
<u>19-2-9</u>	<u>Quick food establishment.</u>

19-2-1. Solid waste; disposition; restrictions; general.

A. No person shall dispose of any solid waste at any place except at a disposal area licensed by an appropriate state and environmental regulatory agency and in accordance with rules and regulations for such areas and facilities prescribed by such Department and by the City Manager or the designee of the City Manager.

B. No person shall bring into the city solid waste exceeding one cubic yard in mass or fifteen pounds in weight for the purpose of depositing such solid waste into an approved container. (Ord. 3916, 2006.)

19-2-2. Containers; required; specifications; collections.

The owner or occupant of any premises within the corporate limits shall use approved containers to contain all accumulations of solid waste that may occur on the premises; provided, accumulations which, for a reason other than quantity, cannot be confined in an approved container will be collected by the City upon request made to the City Manager or the designee of the City Manager by the owner or occupant of the premises. In the case of institutional, business and commercial establishments situated in the Central Business District Zone (as created by Chapter 25), the City Manager, or his or her designee, may direct that a particular container be used by more than one such establishment. Collections in the latter Zone shall be made weekly. (Ord. 2809, 1983)

19-2-3. Solid waste; combustible; restrictions: nuisance.

The accumulation of, keeping or disposal of combustible solid waste in the Fire Limits of the City, as they are now or may hereafter be constituted, is hereby declared to be a fire hazard. The accumulation, keeping or disposal of solid waste within the City in any manner other than as provided in this Chapter is hereby declared to be unlawful and a nuisance. (Ord. 1945, 1972; Ord. 1116)

19-2-4. Lead-acid batteries; waste oil; tires; household appliances; prohibited.

Lead-acid batteries, waste oil, tires, and household appliances may not be placed in any container intended for collection by the City. (Ord. 3355, 1994)

19-2-5. Spillage; scattering.

It shall be unlawful for any person or persons to:

- (A) Haul, transport, handle or store solid waste within the city in such a manner as to cause or allow it to be strewn upon any street or alley or public or private property; or
- (B) Cause solid waste to be strewn upon any street or alley or public or private property while filling an approved container, or while removing solid waste from an approved container. (Ord. 3915, 2006)

19-2-6. Destructive, injurious material; removal.

Any person who deposits or permits to be deposited any destructive or injurious material, or who is the operator of a vehicle involved in an accident which causes such material to be deposited, upon a public street, alley or other public way, shall immediately remove or cause to be removed such material. (Ord. 2298, 1977; Ord. 1116)

19-2-7. Adequate preparation.

The occupant or, if premises are unoccupied or the owner subscribes to the City's solid waste collection service, the owner of the premises shall be responsible for the adequate preparation of solid waste, including the practice of methods that will promote community cleanliness. (Ord. 2809, 1983)

19-2-8. Carcass; removal; burial; outside City.

It shall be unlawful for the owner or the person having the care, custody and control of any animal that shall die to permit the carcass to be or remain within the City for more than twenty-four (24) hours after the death of animal. It shall be unlawful for any person to deposit or bury, or cause to be deposited or buried on any street or alley or other place within the City any carcass of any dead animal, or to deposit or bury the carcass of any dead animal within one (1) mile of the City above the course of groundwater that is used for drinking purposes by the City. (Ord. 1945, 1972; Ord. 1116)

19-2-9. Quick food establishment.

Quick food establishments shall cause to be placed on the premises, adjacent to each commonly used exit and in such position that solid waste can be deposited in them by drivers of exiting vehicles without dismounting from the vehicle and that they will not interfere with the visibility of vehicular and pedestrian traffic on a public street, not less than two (2) solid waste containers of such design that solid waste can be so deposited in them. (Ord. 2298, 1977; Ord. 1116)

ARTICLE 3 MUNICIPAL COLLECTION AND DISPOSAL SYSTEM

Section

[19-3-1](#) [Municipal collection, disposal system; established.](#)

<u>19-3-2</u>	<u>Same; removal, collection by other persons.</u>
<u>19-3-3</u>	<u>Collections; schedule.</u>
<u>19-3-4</u>	<u>Same; containers; place.</u>
<u>19-3-5</u>	<u>Same; building sites.</u>
<u>19-3-6</u>	<u>Yard waste; disposition only in special containers; limitation on number; violation; classification.</u>
<u>19-3-7</u>	<u>Tree and shrubbery branch disposal.</u>
<u>19-3-8</u>	<u>Collections; disposal, charges.</u>
<u>19-3-9</u>	<u>Rates; residential.</u>
<u>19-3-10</u>	<u>Rates; yard waste.</u>
<u>19-3-11</u>	<u>Same; institutional, business; commercial; industrial.</u>
<u>19-3-12</u>	<u>Service charges; due date, delinquent bill; payment.</u>
<u>19-3-13</u>	<u>Same; indigents.</u>
<u>19-3-14</u>	<u>Disposal area; licensed; regulations.</u>
<u>19-3-15</u>	<u>Same; waste; entry; deposit; molestation.</u>
<u>19-3-16</u>	<u>Trees, brush, yard waste; disposition at City disposal sites; charges.</u>
<u>19-3-17</u>	<u>Special collections; charges.</u>
<u>19-3-18</u>	<u>Recyclable materials.</u>

19-3-1. Municipal collection, disposal system; established.

The city shall operate a solid waste collection service within the City, and a solid waste disposal service for the benefit of the inhabitants of the City. Collection service shall be available to every residential unit and every institutional, business, commercial and industrial establishment provided, the City shall not be required to collect solid waste of types which the City's collection equipment is not designed to handle. The City may refuse service based on documented noncompliance with any provision of this Chapter or upon a failure to timely pay any charge authorized by this Chapter. (Ord. 3482, 1996)

19-3-2. Same; removal, collection by other persons.

No solid waste may be removed or collected by any person, firm or corporation other than the City, a person or other entity specifically authorized by the City to remove such solid waste, or the owner or occupant of the premises. (Ord. 3482, 1996)

19-3-3. Collections; schedule.

- (a) The City Manager or his or her designee shall prepare and publicize all collection schedules.
- (b) Collections of solid waste other than yard waste in residential areas shall be made not less than one time each week.
- (c) Institutional, business, commercial and industrial establishments shall be furnished collection and disposal service according to their individual needs as determined by the City Manager or the designee of the City Manager.
- (d) Yard waste shall be collected for a period of eight months during each calendar year. Yard waste collections shall be made not less than one time per week. The specific dates will be specified each year depending on prevailing weather conditions. (Ord. 3482, 1996)

19-3-4. Same; containers; place.

The point of collection for solid waste shall be on the alley adjacent to the property line if the property abuts an alley, or adjacent the back of curb line if the property does not abut an alley. The City Manager, or his or her designee, shall have the power to approve a different point of collection for individual properties. Storage practices shall be consistent with efficient collection and disposal procedures. The occupant or owner of property whose collection point is adjacent to the back-of-curb line shall not allow any containers to remain there except between 5:00 P.M. on the day preceding a collection day and 10:00 P.M. on the collection day. (Ord. 3355, 1994)

19-3-5. Same; building sites.

The contractor for any building construction, remodeling or repair project shall maintain on the building site one or more containers, to be supplied by the City on application of the contractor to the building site, into which shall be deposited all solid waste resulting from or accumulating in connection with the project work. Such container(s) shall be maintained at a collection point which complies with the requirements in this Article, except the requirement concerning hours. Application for such container(s) shall be made by the contractor in writing to the Sanitation Superintendent - who shall supply form(s) for the purpose to the Planning and Building Official - and shall be submitted to such Official concurrently with the filing of an application for a building permit under Article 1 of Chapter 4. (Ord. 2704, 1981)

19-3-6. Yard waste; disposition only in special containers; limitation on number; violation; classification.

- (a) Yard waste intended for collection by the City shall be placed in either approved containers designated for yard waste, or paper composting bags approved by the City Manager or his or her designee. The City shall not collect any bag unless a sticker purchased from the City has been affixed to the bag. No yard waste shall be placed in any container or bag not approved for the disposition of yard waste, and only yard waste shall be placed in containers approved for the disposition of yard waste. The City shall not be obliged to make more than two collections of compost bags during a calendar year from any premises. Each collection shall consist of no more than ten bags.
- (b) A violation of this section is a Class I violation.
- (c) This section shall be effective May 1, 1994. (Ord. 3355, 1994)

19-3-7. Tree and shrubbery branch disposal.

- (a) No tree or shrubbery branch larger than one inch in diameter shall be placed in any container intended for collection by the City. Tree and shrubbery branches smaller than one inch in diameter may be placed in either approved containers designated for yard waste or paper composting bags approved by the City Manager or his or her designee. Tree and shrubbery branches larger than one inch in diameter shall be bundled as described in this Chapter.
- (b) This section shall be effective May 1, 1994. (Ord. 3355, 1994)

19-3-8. Collections; disposal; charges.

The minimum charge for collection and disposal service shall cover collection and disposal of the contents of approved containers; provided, the minimum charge shall be payable in respect of every occupied residential unit and every occupied institutional, business or commercial establishment, whether or not the service is requested. Additional charges for collection from such units or

establishments shall be made, in accordance with the rate schedule, for solid waste which cannot be confined in an approved container. The charge for collection and disposal service requested by and furnished to an industrial establishment shall be made in accordance with the rate schedule. (Ord. 2809, 1983)

19-3-9. Rates; residential.

The minimum monthly charges for collection and disposal service to residential units for solid waste contained in approved containers shall be as provided in Chapter 6, Article 6.

19-3-10. Rates; yard waste.

The monthly charges for the disposition of one yard waste container shall be as provided in Chapter 6, Article 6.

19-3-11. Same; institutional; business; commercial; industrial.

The monthly charges for collection and disposal of solid waste of institutional, business, commercial and industrial establishments, and solid waste in required containers at construction sites, shall be based upon the number of approved containers collected per collection. All charges will be based on a container of 1.5 cubic yards unless the City Manager or his or her designee authorizes the use of a different sized container; provided however that charges for collection and disposal of solid waste from self contained compactor container units and open top roll off containers for construction waste shall be as defined in Chapter 6, Article 6. (Ord. 3482, 1996)

19-3-12. Service charges, due date, delinquent bill; payment.

All charges for solid waste collection and disposal service, as provided in the rate schedule at Chapter 6, Article 6, shall be paid at the office of the Finance Director when due according to the billing schedule. The charges for solid waste collection and disposal services under this Article shall be delinquent seventeen (17) days after the date of the bill. A penalty for late payment in the amount of ten percent (10%) of the charge shall be added to each bill when payment has become delinquent. The fact that service has continued after delinquency and payment of such charges shall not be construed as a waiver in any manner of the right to institute necessary and appropriate collection procedures. Whenever a bill for collection and service is delinquent, the City Manager, or his or her designee, may terminate collection and service. (Ord. 3876, 2005; Ord. 4195, 2016)

19-3-13. Same; indigents.

If the City Council shall find that any person is unable to afford collection and disposal service, but that need for the service exists, the City Council may order the service started and continued until further notice. (Ord. 1945, 1979; Ord. 1116)

19-3-14. Disposal area; licensed; regulations.

The City shall provide or contract for facilities and systems as necessary for the safe and sanitary disposal of solid waste generated within the City. (Ord. 3396, 1994)

19-3-15. Same; waste; entry; deposit; molestation.

All solid waste deposited or existing upon or in any solid waste disposal area owned or operated by the City shall be the property of the City. No person shall enter upon such an area, dispose of any

matter or thing, or carry off or in any manner disturb or molest any matter or thing deposited or existing, in or upon such an area, except with permission and under the direction of the City Manager or the designee of the City Manager. (Ord. 1945, 1972; Ord. 1116)

19-3-16. Trees, brush, yard waste; disposition at City disposal sites; charges.

Every person who shall dispose of trees, brush, or yard waste in any disposal site of the City shall effective April 1, 1992, pay a fee prior to the disposal based upon the charges per cubic yard as provided in Chapter 6, Article 6.

19-3-17. Special collections; charges.

Upon request, the City may, but is not required to, make special collections of solid waste. When such a collection is made, the charges shall be as provided in Chapter 6, Article 6.

19-3-18. Recyclable materials.

The City Manager shall promulgate regulations pertaining to the cleaning and sorting of recyclable materials. Recyclable materials intended for collection shall be cleaned and sorted according to such guidelines, and shall be placed in separate containers as approved by the City Manager or the designee of the City Manager. The City may refuse to pick up, or may refuse to accept as its designated disposal sites, any recyclable materials not prepared in accordance with such guidelines. The charges for the disposition of the recyclable materials shall be as provided in Chapter 6, Article 6. (Ord. 3507, 1996)

ARTICLE 4 VIOLATIONS; PENALTY

Section

<u>19-4-1</u>	<u>Violations; classification.</u>
<u>19-4-2</u>	<u>Same; presumption.</u>

19-4-1. Violations; classification.

- (a) A violation of any provision of this Chapter which is not specifically classified otherwise is a Class II violation.
- (b) A person who removes or causes to be removed solid waste from a residential unit or institutional, commercial or industrial establishment in violation of any provision of this Chapter shall be guilty of a Class I violation.
- (c) Each day that a violation of any provision of this Chapter shall continue shall constitute a separate offense and be punishable as such. (Ord. 3482, 1996)

19-4-2. Same; presumption.

Whenever solid waste is thrown, scattered, placed or deposited upon any premises or property from any motor vehicle in violation of any provision of this Chapter, the person operating such motor vehicle shall be presumed to have caused or permitted such solid waste to have been so thrown, scattered, placed or deposited; provided, such presumption shall be rebuttable. (Ord. 2298, 1977; Ord. 1116)

APPENDIX D

2018 SOLID WASTE FEE STRUCTURE

(g) SOLID WASTE COLLECTION

6-6-23. Residential.

The minimum bimonthly charges for collection and disposal service to residential units for solid waste and the single stream recycling program all of which is contained in approved containers shall be as follows, effective for all billings made after December 22, 2017:

One-family unit (including mobile homes with an individual water or sewer connection). \$42.52

One-family two container unit (including mobile homes with an individual water or sewer connection). \$97.23

The minimum requirement for one-family two container units is twelve months from the date of request for two container service.

Multifamily structures (including mobile home parks with a single water or sewer connection)	
Bimonthly Rate Per Unit	
2 to 4 units.	\$42.52
5 to 6 units.	\$38.21
7 to 10 units.	\$36.11
11 to 16 units.	\$33.99
17 to 39 units.	\$31.80
40 to 59 units.	\$29.68
60 or more units.	\$27.64

Hotels, motels and rooming houses shall be considered as commercial establishments and shall pay charges based on the charges provided for institutional business, commercial and industrial establishments as provided in this Chapter. The charges for quantities or services which exceed those covered by the minimum charge shall be an amount equal to the reasonable cost of the service as determined by the City Manager or the designee of the City Manager.

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after December 22, 2017.

(Ord. 4063, 2011; Ord. 4115, 2013; Ord. 4140, 2014; Ord.4174, 2016; Ord. 4214, 2017)

6-6-24. Institutional; business; commercial; industrial.

(a) The monthly charges for collection and disposal of solid waste of institutional, business, commercial and industrial establishments, and solid waste in required containers at construction sites, shall be based upon the number of approved containers collected per collection. Where an establishment has its own water or sewer connection, the fact that it shares a building with another establishment, or does not occupy the entire building, shall be of no significance. The charge per approved container per collection shall be as follows:

	Each time container is emptied	Monthly minimum
90 gallon	\$10.99	\$43.96
1.5 cubic yard	\$14.66	\$58.63
3.0 cubic yard	\$27.89	\$111.57

The rates and fees provided in this section shall be effective with respect to usage for which billings are made after December 22, 2017.

(Ord. 4063, 2011; Ord. 4115, 2013; Ord. 4140, 2014; Ord. 4174, 2016; Ord. 4214, 2017)

6-6-25. Yard Waste Container Charge.

This section of the Municipal Code will be repealed by Ordinance # effective as of midnight December 31, 2015 until that date those containers designated for yard waste shall be sold by the City at the following rates:

90 gallon..... \$80.00 plus tax/each
(Ord. 3994, 2009; Ord. 4104, 2014; Ord. 4174, 2016)

6-6-26. Trees, brush, yard waste, computer monitors; disposition at City disposal sites.

Every person who shall dispose of trees, brush, yard waste or computer monitors in any disposal site of the City shall effective January 1, 2004, pay the following fee:

Trees/Brush.....	\$6.00 per cubic yard
Yard waste.....	\$3.50 per cubic yard
Computer monitor.....	\$5.00 each

Provided, residents of the City of Scottsbluff may dispose of yard waste at any of the City's disposal sites without charge.(Ord 3776, 2003)

6-6-26.1. Recyclable materials for Non-Residential Customers and Non-Recyclable equipment.

For residential non-electronic disposal single stream recycling please refer to section 6-6-23. Non-residential customers recycling electronic equipment and appliances please refer to the program specifics set forth below:

- Customers recycling electronic waste including but not limited to: computer monitors, desk top and laptop computers, electronic mice, printers, fax machines, scanners, electronic typewriters, keyboards, computer speakers, servers, hard drives, television sets, VCR/DVD/Blue Ray players, home or auto stereo equipment, small electronics, gaming equipment and CFL light bulbs and florescent tubes brought in for disposal, shall be charged a fee of \$.50 per pound for all electronic waste brought in for recycling.

2 For non-recyclable appliances and electronic equipment, every person including residential and non-residential customers, who shall dispose of an appliance or non-recyclable electronic equipment at any disposal site of the City shall pay a charge of \$20.00 per item disposed.

3 The fee for the Gaylord (cardboard) containers shall be \$20.00 per month.

4 The rates and fees provided in this section shall be effective after December 1, 2016. (Ord. 3824, 2004; Ord. 4010, 2009; Ord. 4140, 2014; Ord. 4174, 2016; Ord. 4200, 2016)

6-6-27. Special collections.

Upon request, the City may, but is not required to, make special collections of solid waste or deliver additional containers for residents having an event. When a special collection is made, the charges shall be as follows:

Residential 90 gallon roll-out trash container.....	\$11.00
Residential yard waste container.....	\$11.00
Each appliance.....	\$26.00

When notified of an event such as a picnic, fund raiser, craft fair, party, collection point for recycling or other non routine event and an additional container is requested, the charges shall be as follows:

90 gallon - \$11.00 rental fee per container and \$11.00 for dump per container	1.5CY - \$12.65 rental fee per container and \$12.65 for dump per container	3CY - \$24.07 rental fee per container and \$24.07 for dump per container
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The charges for the collection of other solid waste shall be based on volume as measured by the capacity of a standard ½ ton pickup truck. There shall be a minimum charge of \$11.00. If the volume of solid waste as estimated by the representative of the Sanitation Department exceeds to capacity of a standard ½ ton pickup truck, the charge shall be \$31.00 for each pickup load. (Ord. 4214, 2017)