



Request for Proposal (RFP)

To Provide

Waste and Recycling Services

For

Piedmont Park Conservancy

Atlanta, Georgia

Solicitation Issue Date: September 12, 2024

Proposal Response Packages Due: October 17, 2024

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1. General Project Information

A. Background

Piedmont Park Conservancy (PPC) is a member and donor funded non-profit organization working with the City of Atlanta to enhance and preserve Piedmont Park as a vital, urban greenspace and as a cultural and recreational resource that enriches the quality of life for all Atlantans. At 200 acres, and 6 million visitors per year, Piedmont Park is one of the most visited parks in the Southeast.

B. Purpose of Request for Proposals

PPC is soliciting proposals from qualified Contractors (The Contractor or Bidder) for waste and recycling services located at three locations in the Park at the following address (or close proximity) 400 Park Drive, Atlanta, GA 30306 and 1071 Piedmont Avenue, Atlanta, GA 30309. At the 1071 Piedmont location there is an 8 yard dumpster as well as a 6 yard vertical compactor that service the community center and two restaurants. At 400 Park Drive, inside the gates of the park, we have two different locations each housing a 6 yard vertical compactor that service event rental buildings. All of the current dumpster and compactors are for trash only. There is currently not a request for recycling or cardboard containers at this time.

C. Scope of Services

The Contractor will be responsible for consistently and timely emptying the trash dumpster (or any future recycling dumpster) per the schedule below and during weekdays no earlier than 8am and on weekends no earlier than 8am or later than 10am. The Contractor will be expected to respond quickly and timely to any missed pickups and equipment maintenance repairs. Flexibility to shift pickups for extenuating circumstances as well as making adjustments to future schedules is vital. Drivers will open and close trash container area doors before and after pickups.

Weekly Schedule (Subject to Change based on Season)

	1071 Piedmont Avenue: Community Center		400 Park Drive: Greystone	400 Park Drive: Magnolia Hall
Month/Day	8 Yd Dumpster	6 Yd Compactor	6 Yd Compactor	6 Yd Compactor
Monday	x	x	x	
Tuesday		x		
Wednesday	x	x	x	
Thursday		x		
Friday	x	x	x	x
Saturday	x	x		
Sunday		x		

D. Staffing

The Contractor shall employ, train, schedule and assign competent drivers and a local account manager.

- a. The Contractor shall assure, through diligent and effective controls, that the employees assigned to PPC perform their duties in an efficient, professional, courteous and responsive manner, providing at all times the highest level of service and courtesy available to the general public. The Contractor shall dismiss or reassign any employee whose actions or conduct is deemed improper, illegal, inappropriate or not in the best interest of the general

public and/or PPC.

E. Submission Requirements and Instructions for Preparing Statement of Qualifications

The following Schedule of Events represents PPC’s best estimate of the schedule for implementation of this selection process. All times are the prevailing times in Atlanta, Georgia. PPC reserves the right to adjust the schedule as necessary.

Following are key dates for this proposal:

Action	Date
PPC Issues RFP	September 12, 2024
Optional PPC Site Visit	September 16 - 26, 2024
Deadline for written questions/requests for clarification	October 3, 2024
Deadline for PPC to respond to written questions/requests for clarification	October 10, 2024
RFP Proposals Due	October 17, 2024
Selection Committee interviews finalists	Week of October 21, 2024
Contract Awarded	November 1, 2024
Service Start Date (Tentative)	December 1, 2024

1. Delivery Date and Instructions:

Proposers should provide one (1) electronic copy (pdf format) to be delivered to the PPC primary point of contact and delivery address below:

Marshal Eagle, Chief Operating Officer

Email: meagle@piedmontpark.org

Note: All submissions must be in writing and submitted via email

2. Deadlines

The deadline for submission of questions relative to the RFP is the time and date shown in the Schedule of Events. All relevant and significant questions that have been submitted in writing prior to the deadline will be compiled and answered in writing and issued directly to all proposers via E-mail. Any proposer exceptions to the RFP requirements or requests for deadline extensions must also be communicated to PPC by the deadline to be properly considered. Any requests for proposal deadline extensions must include the reason(s) for such a request. PPC reserves the right to approve or reject such requests as PPC deems necessary.

3. Submittal Costs and Confidentiality

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. PPC is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the PPC. Labeling information provided in submittals “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

F. Completeness of Proposal

1. Prior to the submission of the bidder's proposal, bidder shall make, and be deemed to

have made, a careful examination of the scope of the RFP. Bidder should become informed as to the requirements detailed in the RFP and will be required to comply with all applicable codes and regulations. Bidder must identify the RFP name on its proposal and the proposal must be signed by an authorized official of bidder's company. Bidder must comply with all terms and requirements identified in the RFP. If bidder rejects any of the provisions of this RFP, bidder must identify the rejection(s) clearly at the beginning of its response and must specify reason(s) for rejected provision(s), offer an alternative to the rejected provision(s), and explain how bidder's alternative will provide equal or better functionality. Unless rejection(s) are specifically noted by bidder, bidder will have been deemed to have accepted all terms and requirements identified in the RFP.

2. Bidder's proposal must contain the answers to all questions posed in all sections of this RFP. Bidder should answer questions as comprehensively and concisely as possible. This can be accomplished by filling in the appropriate response after each question in the RFP. Failure to address any of the requirements in this RFP could subject bidder's proposal to rejection.

G. Revision of RFP

1. In the event it becomes necessary to revise any part of the RFP, an Addendum will be provided to all bidders who received the original RFP. Any written Addendum required under the terms set forth in this RFP shall be given and be deemed to have been duly served if delivered electronically by email to the designated representative of the bidder.
2. PPC reserves the right to issue revisions to this RFP at any time prior to the closing date.

H. Evaluation and Selection Criteria

PPC will use the following criteria to evaluate each proposal:

- Knowledge, expertise and experience in waste management and recycling services with similar entities
- Proposed pricing in bidder's proposal.
- Experience in providing services to public, non-profit or City owned facilities
- Demonstrated ability to respond quickly to the facility's needs and management communications
- Adequacy & completeness of the proposal regarding the information specified in this RFP and any alternative proposals
- Compliance with the terms, conditions, and other provisions contained in this RFP
- Qualifications, financial position, and experience of bidder
- Content of the bidder's proposal
- Information supplied by references provided by the bidder
- Abilities of resources assigned to project by bidder
- Knowledge of the PPC environment
- Transition plan from current provider
- Demonstrated commitment to minority participation and equal business opportunities

I. Standard Provisions

1. This RFP is not an offer to enter into an agreement with any party, but rather a request

to receive proposals from persons interested in providing the goods and services outlined within this request.

2. Oral and written communications between PPC and the bidder on the subject matter of the RFP or the bidder's proposal during the selection process will not be legally binding.
3. Bidder proposals shall not be considered and treated by PPC as offers to enter an agreement.
4. Proposals submitted in response to this RFP should not be construed as an obligation on the part of PPC to award a contract for any or all services. Failure of PPC to select a bidder shall not result in any claim whatsoever against PPC. If a contract does result from this RFP, PPC reserves the right to award all items or any combination of items at PPC's discretion.
5. Any additional or different terms and conditions proposed by bidder are rejected unless expressly agreed upon in writing by PPC.
6. The information contained in this RFP may change either, by additions or deletions, before actual issuance of a contract.
7. Proposals submitted in response to this RFP will be considered firm offers for a period of 180 days from bid close date. In the event bidder reduces the price of any item or services provided in bidder's initial bid response, the bidder agrees to immediately pass these reductions on to PPC by submitting a revised proposal. Bidder warrants that prices provided in bidder's proposal are no greater than prices being charged any other customer for similar services and schedules with similar specifications.
8. Bidder must strictly adhere to the delivery dates or lead times identified in bidder's proposal. Failure to meet these delivery dates may constitute a material breach of bidder's performance. If PPC awards a contract to bidder because of this RFP and subsequently is forced to procure additional or alternative goods/ services due to bidder's inability to meet the established delivery date, bidder will be responsible for any re-procurement costs incurred by PPC.
9. PPC and bidder shall be excused from performance and shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond their reasonable control where PPC and bidder have exercised reasonable care in the prevention thereof.
10. Bidder acknowledges that bidder is and that PPC relies upon bidder as, an expert fully competent in all phases involved in the performance of the provisions of this RFP. PPC neither accepts responsibilities for nor relieves bidder from responsibilities for the performance of all provisions, terms and conditions of this RFP.
11. Bidder is responsible for the identification and interpretation of any applicable laws, regulations, and statutes that affect the delivery of goods and/or services specified in this RFP. It is the responsibility of bidder to assure that these goods and/or services systems meet the requirements of those laws.

J. Clarification and Interpretation of RFP

If bidder discovers an inconsistency, or has questions or requires clarification of this RFP, bidder should contact PPC's primary point of contact. A copy of each question submitted by bidder will be provided to all bidders who receive the original RFP and, upon the sole discretion of PPC, receive an answer, either in writing, web posting or electronically by email. The questioning bidder's name will not be revealed. Bidder must identify any proprietary information in any

question that should be removed prior to PPC providing a response.

K. Negotiation and Contract

1. PPC reserves the right to negotiate with all bidders who receive this RFP.
2. PPC reserves the right to select, at its discretion, any proposal, or to reject any or all proposals submitted, or to defer the decision, or to enter negotiations with any party to provide such services whether a recipient of the RFP or not.
3. Please provide your standard contract for review by PPC. Bidder should convey this contract in the form of a "red-line" version of the agreement for review and modification if necessary, by PPC.

2. Introduction to Request for Proposal & Description of Services Needed

A. Current Situation

PPC is responsible for providing waste and recycling services for the following locations:

- a. 1071 Piedmont Avenue, Atlanta, GA 30309: Piedmont Park Community Center, Shake Shack and Willy's Restaurant.
- b. 400 Park Drive, Atlanta, GA 30306: Greystone Building, Aquatics Center and Pool Concessions Café
- c. 400 Park Drive, Atlanta, GA 30306: Magnolia Hall Event building
- d. The contract for waste management is between the Contractor and the Piedmont Park Conservancy.

B. Contract Term, Pricing Requirements

1. Contract term
Term will be for a period of a minimum of one (1) year from date of commencement. A 30-day written notice for PPC's ability to cancel a service contract without cause is required for PPC as governed by PPC's MOU and Operating Agreement with the City of Atlanta.

3. Bidder Response Information

A. General Bidder Information

1. Background:
 - a. Provide basic company information: Company name, address, name of primary contact, telephone number, fax number, E-mail address, and company website (if available). If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office separately. Identify office from which project will be managed and this office's proximity to the project site.
 - b. Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the offeror a sole proprietorship, partnership, corporation, Limited Liability Corporation (LLC), or other structure?
 - c. Provide name of insurance carrier, types and levels of coverage, and deductible amounts per claim.
 - d. Has the firm ever been removed from a contract or failed to complete a contract as assigned?
2. References:
Provide information on comparable parks/businesses where you currently provide waste management services.

3. Subcontractors:
To fulfill your commitment, will your company be required to utilize any third-party provider? If so, list any third parties employed and describe the functions they would be required to perform.

B. Account Management

1. Outline your vision for PPC account representation including the number of representatives, the hierarchical level they represent, years of industry experience, and any additional qualifications.
2. How many customer sites and hours of weekly service will your off-site support manager be responsible for, including PPC?

C. Customer Service and Safety

1. Briefly describe your company's performance commitment to regularly scheduled services.
2. What is your response time for routine communication, and emergency service requests?
3. Will you offer dedicated customer service representatives for PPC?
4. What is your company's OSHA incident rate for the past three years?

D. Implementation

1. Describe how your account management team would implement the services outlined in this document and transition this account if awarded the program.
2. What is the recommended procedure and timeframe for the account transition?
3. Does your company assign a dedicated transition team to manage new accounts?
4. What quality assurance steps are taken to ensure a smooth transition?

E. Pricing

1. Submit total proposed cost for providing the services outlined in this RFP. Also, provide any additional cost items on a separate line
2. Costs should be broken out by each location.
3. Pricing should include any up front purchase cost of equipment.
4. Monthly pricing should be inclusive of all maintenance, equipment, repair, service fees.

F. Billing and Payment

1. PPC will pay "net 30 days" upon receipt of a valid invoice. Please confirm acceptance of these payment terms.
2. If required by PPC, invoice shall be delivered electronically & per the invoicing process as determined by PPC.
3. Payment must be accepted in a variety of methods: check, EFT, or ACH. Please confirm acceptance of all payment methods.
4. Monthly invoice will need to be separated by each location.

G. Contract Term

1. Term will be for a period of a minimum of one (1) year from date of commencement.
2. A 30-day written notice for PPC's ability to cancel a service contract without cause is required for PPC as governed by PPC's MOU and Operating Agreement with the City of Atlanta.
3. PPC per its MOU and Operating Agreement with the City of Atlanta as well as its insurance carrier, will require an Addendum to any contract for indemnification as well as a Certificate of Insurance (COI) with PPC listed as Additional Insured. Details will be provided.

H. Certificate of Insurance

Please provide a copy of your company's current certificate of insurance in response to this RFP.