

VERNAL CITY

Request for Proposals

Collection of Curbside Recycling 2018

I. REQUEST FOR PROPOSAL

Vernal City is soliciting competitive sealed proposals from qualified contractors for the collection of residential curbside recycling within the corporate limits of Vernal City. In order to be considered for award, the proposal must demonstrate proven competency in the ability to successfully perform the collection of residential recycling.

II. WRITTEN AGREEMENT REQUIRED

The selected contractor must be willing to enter into a written agreement with Vernal City Corporation to provide all services required herein. Said agreement will be drafted to include but not limited to the requirements as set forth herein. All provisions of the agreement must be in compliance with established State law and City ordinances and the resulting agreement shall be cancelable by the City as provided therein.

III. TERM OF CONTRACT

Submitted proposals shall specify costs for a 1-year contract beginning as early as July 1, 2018. The starting date is negotiable. This service is being offered as a pilot program for 1-year with Vernal City reserving the right to extend the contract for up to an additional 2-year period based on the same terms and conditions as provided in the original contract upon approval of both the City and Contractor. Termination of the contract shall be in accordance with contract provisions. The contract is subject to the annual availability and appropriation of funds as specified in State law.

IV. SCOPE OF AGREEMENT

It is the intent of the City to contract for the services as herein provided with a contractor who must be fully capable of providing the services as outlined herein and must agree to perform such services under the direction of the city.

A. Residential Collection. The contractor shall collect residential recycling within the corporate limits of Vernal City to residents who enlist in the optional curb-side recycling service. For residential properties in Vernal City which opt to pay for residential recycling collection, such payment will be included in the monthly utility bill issued by Vernal City. It is further understood that residential properties desiring to have water and sewer utilities terminated will not be billed for residential recycling collection until such utilities are reestablished.

- B. Vernal City shall compensate the contractor for residential recycling collection according to the number of current residential (single family and duplexes) properties which opt-in to the service and are billed by Vernal City on a month-to-month basis for such service. The contractor shall be paid in accordance with the proposed monthly collection rate based on one collection per residential property per week.

V. EQUIPMENT & METHOD OF COLLECTION

The contractor in its proposal shall specify the type and age of equipment to be used in the collection of residential recycling, the method of collection, the method of transport, a description of any containers to be provided to residents of the City and method and location of disposition / disposal. Any containers used are the responsibility of the contractor, either owned or leased. The recycling container must be easily distinguishable from the solid waste container. It is preferred that the contractor report the results of the curbside recycling program on a regular basis.

The curbside, single stream recycling program accepts:

- Cans, aluminum and tin/steel, all metal and bi-metals
- Plastics, #1 & #2 containers with necks, #3-#5 plastic containers
- Corrugated Cardboard and Paperboard
- Newspapers (with inserts)
- Magazines, Catalogs, Telephone Directories, Books, Junk Mail & Office Paper
- Glass is not included in this proposal, however, if the proposer has the potential for glass recycling include the initiative in the proposal.

VI. RESPONSIBILITIES OF CONTRACTOR

The contractor shall indemnify and hold the City harmless from and against all costs, damages, claims, or expenses it may suffer, incur or sustain or become liable for on account of any injury, or death to any person, or damage to, or injury to real estate or personal property caused by or arising out of the services to be performed under this contract.

VII. INSURANCE

The contractor agrees to carry at its own expense insurance as follows:

- A. General liability/personal injury and property damage insurance with combined limits of not less than \$1,500,000.
- B. Auto liability/personal injury and property damage with combined limits of not less than \$1,000,000.

- C. Worker's compensation coverage as required by State law.
- D. Vernal City must be shown on all insurance policies as being an additional insured.

VIII. PERFORMANCE

In the event that the contractor shall fail for a period of two continuous scheduled collection days to perform recycling collection services pursuant to the terms of the resulting agreement, Vernal City shall have the right to undertake the collection of recycling or contract such services and to bill the contractor for the costs of providing such services. The contractor hereby agrees to pay for such services provided by Vernal City. In the event of legal action being taken to enforce the terms of this agreement, the contractor agrees to pay to Vernal City all costs incurred including all attorney fees.

All residential recycling collection shall be performed weekly and during weekdays (Monday thru Friday) between the hours of 8:00 a.m. and 5:00 p.m. Collection routes and schedules shall be approved by the City. The contractor shall specify in the proposal on which holiday's pick-up will not occur and how pick-up for these days shall be otherwise provided. It is the City's preference that the recycling collection days and routes not interfere with the solid waste collection routes to avoid confusion.

The contractor shall maintain a uniform schedule and procedure for collection and removal of recycling in each collection area, such that the residents shall be assured as to the time of day their recycling will be collected each week. Such schedule shall be approved by the City.

IX. COMPLIANCE WITH ORDINANCES AND LAWS

The contractor shall comply with all ordinances and regulations adopted or made by Vernal City pertaining to the collection, hauling and disposal of any recycling within the corporate limits of Vernal City or regulating the use of the streets thereof. Provisions of the resulting agreement shall not be construed in any way to restrict or limit the legislative direction of Vernal City to amend or appeal any applicable provision of the ordinances or regulations. Vernal City shall give the contractor written notice to comply with said ordinances or regulations. If the contractor fails to comply within 20 days from the date set forth in the notice, this contract may be terminated immediately by Vernal City.

X. EXCLUSIVE RIGHTS FOR THE COLLECTION OF RECYCLING

For the duration of this agreement and so long as the contractor is not in default, Vernal City shall not enter into any other agreement or contract with any other party who desires to provide residential recycling collection services within the corporate limits of Vernal City.

XI. QUALIFICATIONS OF CONTRACTOR

In order to be considered for award, the contractor must meet or exceed the following requirements:

- A. The contractor shall have the responsibility to maintain personnel and equipment in a manner as to ensure performance in accordance with the specifications. Failure to do so will be sufficient cause for termination of this contract.
- B. Vehicles used for the collection and removal of recycling shall be identified in the response. Each truck shall also be equipped with brooms and other tools to clean up any spillage which may occur during the loading or transporting of recycling. All trucks shall be kept clean and well painted and it is preferred that the name of the contractor be clearly identified on the side of each vehicle. All vehicles shall be kept in good repair and working order. The contractor must maintain proper registration on all vehicles used in performance of the contract with the Utah Division of Motor Vehicles.
- C. It shall be the responsibility of the contractor to ensure that all personnel shall behave courteously to all residents. They shall be neatly dressed, courteous, and competent. They shall be appropriately trained and equipped, and shall operate their vehicles in a safe and responsible manner. Drivers shall be cautioned to stay within the curb lines. Any incident of a vehicle driving over a curb and damaging a sprinkler or other property will result in charges for damage repair, together with administrative charges being assessed the vendor. No tipping of drivers will be allowed, and no envelopes soliciting tips will be allowed. Collection and removal of recycling shall be made wherever possible without disrupting or halting vehicular traffic in the City. Use of loud, abusive, indecent or profane language, traffic violations, failure to clean up spillage, or willful damage to containers may be sufficient cause for termination of the contract.
- D. The contractor is responsible for the maintenance of the carts is used.
- E. The contractor must have sufficient and successful experience in related services, support personnel and necessary and adequate equipment to provide all services outlined herein.
- F. The contractor must hold or obtain a current Vernal City or Uintah County business license prior to the agreement being executed.
- G. At the conclusion of the contract or upon termination of the contract, the vendor will be required to remove all wheeled carts or containers used from the premises of all service addresses. The vendor may, upon agreement with a new vendor and with

approval of the City sell the wheeled carts or container to the new vendor for their continued use.

XII. COOPERATION WITH CITY

- A. Under the terms of the resulting agreement, the contractor will agree to cooperate fully with City personnel in providing efficient recycling collection for residential establishments.
- B. The contractor will accept complaints regarding the quality or lack thereof of collection of residential recycling and respond immediately in resolving such complaints or answering to the City. Telephone response will be prompt and courteous. Any required corrections, remediation or missed pickups will be handled promptly.

XIII. RESPONSIBILITIES OF THE CITY

- A. The City shall provide to the contractor addresses of all residential establishments requesting and paying such residential recycling collection.
- B. For residential collection services, the City shall make payment to the contractor for services rendered within two weeks after the last day of the month for which services were rendered.
- C. All billing to residential properties receiving services from the contractor shall be the responsibility of the City.

XIV. SUBCONTRACTING OF CONTRACT

No portion of the contractor's duties may be subcontracted without the written consent of Vernal City. If subcontracting is anticipated, include a summary of the operations in the response.

XV. CONTENT OF PROPOSAL

- A. Proposals must contain, but may not be limited, to at least the following information. Include bid and signature sheet enclosed with proposal.
 - 1. Contact information for communication during the RFP process including name(s), address, phone and e-mail address on outside of bid envelope or on separate correspondence.

2. A detailed proposal stating specifically how the contractor proposes to complete the residential recycling program as specified. The proposal should identify the method for the collection of residential recyclables, storage, transportation and disposition. Include the type of containers, if used. There will be no limits on the amount of recycling to be placed at curb side for collection by the contractor.
3. Name and qualifications of supervisory personnel to be used by the contractor to coordinate with City personnel. Include summary of intentions if contractor plans to subcontract all or part of the services.
4. Evidence showing the contractor's ability to perform the contract with a list of the type of vehicles to be used for the service.
5. Verification of non-collusion in a short statement such as, "In preparation of this bid and proposal, I did not collude with any another potential bidder to fix or inflate pricing."
6. A list of at least two (2) clients for whom similar services have been performed within the past twenty-four months. Said listing shall include the following information:
 - a. Name of client.
 - b. Type of business
 - c. Telephone number or email address
7. The rate or rates which the contractor is proposing to charge the City for services per residential account / per month for a 1-year contract. The City will charge an administrative fee per account per month to manage the sign-ups, complaints, opt-outs, billing and collections. It is anticipated that the administrative fee will be \$2 per month per account. After the first year, and as part of the extension negotiations, the contractor may request an annual adjustment in the collection unit prices. No payment increase shall be considered automatic; any rate increase request shall be fully documented by the contractor and approved by the City Council. Factors affecting cost may include fuel and other essential components of the cost of direct service delivery.
8. The annual holiday schedule on which pick-ups will not occur and how pick-up for these days will otherwise be provided.

9. Any additional and innovative ideas which the contractor desires to propose to the City to improve the quality of recycling collection and reduce the complaints regarding such.
10. Any exceptions the proposer has with the list of recyclables or other parts of the request for proposal.
11. All proposals must be signed in ink by the offeror.

XVI. SUBMISSION OF PROPOSALS

Competitive sealed bids will be accepted in the office of the City Manager, 374 East Main, Vernal, Utah, 84078 until *Thursday, June 7th, 2018, at 2:00 pm* at which time they will be publicly opened. "Recycling collection services proposal" shall be shown on the outside of the sealed envelope. Contact information for communication during RFP process including name(s), address, phone number and e-mail address shall be shown on the outside of the envelope or on separate correspondence. All inquiries related to the request for proposals may be directed to Quinn Bennion, City Manager, telephone (435) 781-7110 or email at qbennion@vernalcity.org. All questions regarding this RFP shall be submitted in writing, preferably by e-mail. The City will consider all questions and communicate the questions and answers to all known Respondents by e-mail.

XVII. EVALUATION CRITERIA

Proposals will be evaluated upon the following criteria:

- A. The demonstrated stability and success of the contractor and the demonstrated professionalism and reliability of the contractor and other personnel to be used in performance of the responsibilities outlined.
- B. The demonstrated ability of the contractor to ensure adequate or superior service to both the City and properties receiving the services.
- C. The rate or charges proposed by the contractor to perform the duties required.
- D. Adequacy and location of the contractor's equipment and personnel provided by him during the term of the agreement.
- E. Overall quality of the proposal presented, including elements.
- F. The City Council may make such investigation as it deems necessary to determine the ability of those submitting proposals to perform the work, and reserves the right to reject any proposal if investigation of the contractor fails to satisfactorily show

that the contractor is properly qualified and able to carry out the obligations as described in the specifications and to complete the work. The City reserves the right to interview selected Contractor(s) before a contract is awarded. The costs of attending any interview are the Contractor's responsibility.

A proposal, as submitted by a contractor, shall be valid for a period of sixty calendar days after the date of submission.

XVIII. VERNAL CITY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS SUBMITTED.

The City Council will make the award for this service from this solicitation. The award resulting from this solicitation will be made to the Contractor that submits a response that, in the sole opinion of the City Council, best serves the overall interest of the City. Awards will not be based on cost alone. Unsuccessful Respondents will be notified of the final decision.

**RECYCLING COLLECTION PROPOSAL
BID AND SIGNATURE SHEET**

Item: Recycling Bid Proposal
City: Vernal City, Utah
Closing Date: Thursday, June 7th, 2018 - 2:00 pm

We submit a proposal to furnish requirements during the contract period in accordance with the specifications. I hereby certify that I (we) do not have any real or substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest, or the appearance thereof, is defined as any circumstance which would lead a reasonable person to believe a compromise of an open competitive bid process has occurred.

Legal Name of Person, Firm or Corporation:

Telephone Number: _____

E-Mail: _____

Mailing Address: _____

City, State & Zip Code: _____

FEIN Number _____

BID: The contract term shall be one (1) year from start of services, as early as July 1, 2019. A two (2) year extension may be negotiated at the end of term.

Monthly cost per residence: __\$_____
(The City will add an administrative fee to the monthly contractor's bid amount).

Signature

Date

Typed Name of Signature

Title