

VERNAL CITY CORPORATION

Specifications

Collection of Residential Solid Waste 2017

I. **REQUEST FOR PROPOSAL**

Vernal City Corporation is soliciting competitive sealed proposals from qualified contractors for the collection of residential solid waste within the corporate limits of Vernal City. In order to be considered for award, the offeror must be able to demonstrate proven competency in successfully having performed the collection of residential solid waste previous to the submission of the proposal.

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. (Copy of current contract is available for review.) 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 3-year contract beginning April 1, 2018. Termination of the contract shall be in accordance with contract provisions. Vernal City reserves 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. 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 refuse within the corporate limits of Vernal City. The contractor shall be required to furnish said services to any residential account, defined as single family residences and duplexes as shown on the utility billing schedule of Vernal City. It is hereby understood that residential properties in Vernal City are required by Vernal City ordinances to pay for residential solid waste collection, such payment to 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 solid waste collection until such utilities are reestablished.

- B. Vernal City shall compensate the contractor for residential solid waste collection according to the number of current residential (single family and duplexes) utility accounts being 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. For reference, as of November 20, 2017 there are 2274 active residential accounts with 673 additional cans for a total of 2947 residential containers.

The City also requires solid waste services at the following locations:

- a. 374 East Main (City Hall)
One (1) 6 yd. container serviced once a week.
 - b. 70 North 500 East (Public Works and Water Services)
One (1) 6 yd. container serviced once a week.
Two (2) residential cans serviced once a week.
 - c. Highway Overlook on Hwy 40 (west of town)
One (1) 6 yd. container serviced once a week.
- C. The contractor shall be solely responsible for the payment of all costs associated with the disposal of solid waste at the Uintah County landfill. During the contract period, the contractor's monthly collection rate may be adjusted by the Vernal City Council for Uintah County Landfill disposal fee significant rate increases or changes.
- D. The written agreement between the contractor and Vernal City shall allow the City to negotiate with contractor during the course of the contract period for a curb-side recyclable material collection option.

V. EQUIPMENT

The contractor in its proposal shall specify the type and age of equipment to be used in the collection of residential solid waste and a description of solid waste containers to be provided to residents of the City. The containers are the responsibility of the contractor, either owned or leased.

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 \$1,500,000.
- 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 refuse collection services pursuant to the terms of the resulting agreement, Vernal City shall have the right to undertake the collection of refuse 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 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.

The contractor shall maintain a uniform schedule and procedure for collection and removal of garbage in each collection area, such that the residents shall be assured as to the time of day their garbage 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 garbage 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 SOLID WASTE

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 refuse 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 garbage shall be enclosed refuse collection units, equipped with automatic rear or side loaders and packers, or reasonably comparable equipment. Each truck shall also be equipped with brooms and shovels to clean up any spillage which may occur during the loading or transporting of garbage. All trucks shall be kept clean and well painted, with the name of the contractor 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 garbage 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 garbage receptacles may be sufficient cause for termination of the contract.

- D. The contractor is responsible for the maintenance of the carts.
- E. The contractor must have sufficient and successful experience, support personnel and necessary and adequate equipment to provide all services outlined herein.
- F. The contractor must hold or obtain a current Vernal City 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 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 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 solid waste collection for residential establishments.
- B. The contractor will accept complaints regarding the quality or lack thereof of collection of residential solid waste 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.
- C. The contractor shall be required to perform collection service as based on a schedule as determined by Vernal 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 potentially requiring such residential 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 express written consent of Vernal City Corporation.

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 fulfill the City's requirements, specifically addressing the two service options as provided in Section XV, paragraph 8.
 - 3. Name and qualifications of supervisory personnel to be used by the contractor to coordinate with City personnel.
 - 4. Evidence showing the contractor's ability to perform the contract with acceptable vehicles, which shall be comprised of the following: proof that the contractor owns, leases or controls vehicles of the type provided for herein. If the contractor is not the actual owner or lessee of the equipment, the certificate shall state the source from which the equipment will be obtained, and shall be accompanied by a certificate from the owner or person in control of the equipment definitely granting to the contractor the control of the equipment required during such time as may be necessary for the completion of the contract.
 - 5. Verification of non-collusion in a form acceptable to the City.
 - 6. A list of at least three (3) clients for whom similar services of this type have been performed within the past twenty-four months. Said listing shall include the following information:
 - a. Name of client.

- b. Current mailing address.
 - c. Type of business
 - d. Telephone number.
7. The rate or rates which the contractor is proposing to charge the City for services per residential account / per month for a 3-year contract. After the first three (3) years, 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 proposal should identify the selection for the following service:
- a. A combination of a conventional weekly solid waste collection and automated collection program with all accounts having a minimum of one automated container. (One collection service per account per week.) In this proposal the contractor will be required to provide automated containers (at least 90 gal. capacity) for residential collection, and shall specify in the proposal monthly rental costs for such containers as well as the monthly cost for each household receiving garbage service. The rental agreement and proposed fees for containers shall include the contractor's responsibility for the replacement of damaged, lost or stolen containers at no expense to the City or customer unless it is proven that the container is damaged, lost or stolen by the customer. Rental fees for the containers shall be included in the monthly solid waste billing issued by the City. The City shall guarantee payment to the contractor for the rental of these containers. Customers shall have the option to rent more than one (1) container per residence. There will be no limits on the amount of solid waste to be placed at curb side for collection by the customer. Solid waste material can be placed in the automated containers and may be placed in additional containers and plastic bags as more specifically provided for in Vernal City Code Section 8.12.
 - b. A fully automated collection system where all solid waste must be placed in the automated containers provided by the contractor. Customers may have multiple containers. This proposal shall include the base monthly rate for one container and collection of garbage and any applicable rates for additional containers. Except

as provided herein, all other provisions in paragraph 8 above shall apply.

9. Any additional and innovative ideas which the contractor desires to propose to the City to improve the quality of solid waste collection and reduce the complaints regarding such.
10. If applicable, detailed description demonstrating the contractor will provide a smooth transition between services presently being provided. This should include how cart change-out will be provided, communication plans with residents regarding collection dates, times, recycling rules, rules regarding placement of trash, and any other communications deemed important to a smooth transition.
11. Type and size of equipment to be used.
12. 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, December 14, 2017 at 2:00 pm at which time they will be publicly opened. "Solid waste 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 Mr. Mike Davis, Finance Director, telephone (435) 789-2255. 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, features or options which add to the quality of service being proposed as explained in Section XV.
- 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.

**SOLID WASTE BID PROPOSAL
 BID AND SIGNATURE SHEET**

Item: Solid Waste Bid Proposal
 City: Vernal City, Utah
 Closing Date: December 14, 2017 - 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: _____

Fax Number: _____

E-Mail: _____

Mailing Address: _____

City, State & Zip Code: _____

FEIN Number _____

BID: The contract term shall be three (3) years expiring March 31, 2021. A two (2) year extension may be negotiated at end of term.

Year	Monthly cost per residence	Monthly cost for additional container	Monthly cost for City solid waste services (Pg. 2)
2018			
2019			
2020			

 Signature

 Date

 Typed Name of Signature

 Title

If awarded the contract and the primary contact will be other than above, indicate name, mailing address and telephone number below:

Name: _____

Telephone: _____

Address: _____

E-Mail: _____