

CACHE CONGLOMERATE OF CITIES

Request for Proposal

For: Residential & Commercial Solid Waste & Recycling Collection Services

Summary

A Conglomerate of Cities invites proposals from solid waste collection firms to provide residential curbside solid waste, recycling collection services and commercial garbage collection for the conglomerate of 18 municipalities (Amalga, Clarkston, Cornish, Hyde Park, Hyrum, Lewiston, Mendon, Millville, Newton, Nibley, North Logan, Paradise, Providence, Richmond, River Heights, Smithfield, Trenton, and Wellsville) and unincorporated Cache County for a potential 5-year term with the ability for a 5 year extension.

The purpose of this Request for Proposals is to select a contractor that has demonstrated experience in providing such disposal, processing, and hauling services in the Utah municipal market and who possesses an understanding of the standards and requirements typical for such services. The waste hauling services shall be provided in a cost-effective, efficient, regulatory-compliant and reliable manner under the terms of a mid-to-long-term Agreement between the Conglomerate of Cities and the contractor.

The current garbage container count for each city and unincorporated Cache County is listed under Exhibit “A”.

The waste hauler who wins the bid will be required to enter into a contract with each entity individually and bill each entity separately for services and any discrepancies in amounts should be explained. The waste hauler will provide proposed billing details and should include provisions for high density subdivisions, commercial billing, and institutional (city/county) accounts.

The Conglomerate of Cities will “NOT” provide or take ownership of any residential or commercial containers related to this proposal. The winning bidder may purchase existing residential and commercial containers from Logan City and will be required to negotiate the price of those containers. Thereafter, when the formerly Logan city containers are deemed to be unusable, replacement containers will be provided by the

winning bidder. The winning bidder may also opt to provide new containers at the onset of the contract.

Likewise, the Conglomerate of Cities expects the winning bidder to provide all garbage trucks necessary for the hauling of waste. The winning bidder may consider purchasing existing garbage trucks from Logan City and will be responsible for negotiating the price of those trucks.

Solid waste and recycling are currently collected on the same day of the week. Collection services for municipal and commercial solid waste are every week. Recycling service collections are made every other week. Curbside green waste is being collected weekly April 1st through October 31st.

Once the contract has been awarded, the selected waste hauler will be responsible for negotiating tipping and disposal fees with an entity licensed for the delivery for processing solid waste.

The waste hauler will also be responsible for the disposal of recycling materials. Recycling materials are currently being processed by Mountain Fiber, but the bid winner may provide an alternative proposed recycling facility.

The waste hauler is encouraged to continue to provide green waste hauling as part of this proposal. Logan City has agreed to process green waste at its facilities and has agreed to charge the Conglomerate the same fee they charge Logan's own citizens.

The Conglomerate of Cities and Cache County will be responsible for the collection of fees from residences and businesses within each of the Conglomerate of Cities respective limits and for payments to the contractor.

The selected contractor must be willing to enter into a written agreement with each of the Cities and County to provide all services required under the scope of services outlined in this solicitation. Because this is a conglomerate of entities, we anticipate that the pricing structure for each entity within the Conglomerate should be relatively uniform and proportionately less expensive than if the cities were to contract on their own. **The start of services under such a contract will begin July 1, 2023.**

Instructions for Proposers

1. Inquiries

Any questions or clarification of any material within this RFP or otherwise related to the conglomerates intention to provide waste/recycle collection services should be directed by email to the individual listed below.

mayor@northlogancity.org

2. Submission of Proposals

Three paper copies and one electronic copy must be submitted in a sealed envelope no later than **3:00 P.M., August 26, 2022**, at the following address:

Lyndsay Peterson
Attn: 2022 Waste Collection RFP
2076 N. 1200 E.
North Logan, UT 84341

A mandatory pre-bid meeting will be held July 21, 2022 at 10 am at the North Logan Library.

Any questions will need to be submitted prior to August 17, 2022 and must be in writing.

Any proposal received after the due date and time will not be accepted.

Proposals must be signed by an authorized representative of the company. The signature is interpreted to signify the bidder's intent to comply with all terms, conditions, and specifications outlined in this RFP.

The Conglomerate intends to award the bid in September of 2022.

3. Administrative Guidance

The information provided herein is intended to assist proposers in the preparation of proposals to properly respond to this RFP. The RFP is designed to provide interested proposers with sufficient information to submit proposals meeting the minimum requirements. It is not intended to limit a proposal's content or exclude any relevant or

essential data therefrom. **The Conglomerate of Cities will not be liable for any expense proposers may incur in the preparation or presentation of this proposal.**

Proposers acknowledge that any proposal submitted may be subject to public disclosure under the Government Records Access and Management Act, UTAH CODE ANN. § 63G-2-101, et seq., as the same may be amended from time to time.

4. Proposal Consideration

The Conglomerate of Cities may award a contract based solely upon the merits of the initial proposal without oral presentations; therefore, proposals should present the most favorable price and service available. The Conglomerate of Cities may require an oral presentation to gain further knowledge. If necessary, this presentation will be scheduled after the deadline for proposal submission and before the award of the contract. The Conglomerate of Cities reserves the right to reject any or all proposals received and to waive any informality or technicality, in any proposal, in the interest of the Conglomerate of Cities. The proposals will be evaluated on not only price, but also references, services provided, and overall customer service history.

Proposals must remain valid for a minimum of ninety (90) days from the due date for the receipt of proposals.

5. Definitions

The following words and terms used shall be defined as follows:

Approved Automated Containers: Approved automated containers consist of separate 60 or 90-gallon containers for mixed solid waste, with 90-gallon containers being preferred. Approved recycling containers means a 90-gallon container. Approved green waste containers means a 90-gallon container. These containers are designed specifically for automated collection and are equipped with wheels for movement by residents and other Conglomerate of Cities users. All containers have permanently attached tight-fitting lids.

Approved Dumpsters: Approved dumpsters shall be coordinated with each individual contracting city. Certain cities require all commercial businesses over a certain size, and all multi-family housing (anything over three units), to have dumpsters. These dumpsters are currently four yard containers.

Conglomerate of Cities: (18) Municipalities listed above, and including unincorporated Cache County.

Contractor: The person, corporation, limited liability company, or partnership performing residential solid waste collection and disposal under contract with the Conglomerate of Cities.

Residential Unit: An occupied dwelling unit such as a single-family house or trailer, or multi-family dwelling unit of three (3) or fewer units, which is located adjacent to a public street. A residential unit will not include residential gated or private-road developments, unless otherwise approved by the Conglomerate of Cities. Each unit of multi-family dwelling will be considered a separate residence for purposes of billing. A dwelling unit is not occupied if the persons living therein are absent for over 90 days, or absent for 30 continuous days after notice to the Conglomerate of Cities, whichever period is shorter.

Point of Service: Point of service will be at the curb of a public road.

Scope of Services/Contractor Requirements

1. Services are to include:
 - a. Weekly curbside collection and disposal of residential solid waste.
 - b. Weekly collection of roll off bins.
 - c. Every other week curbside collection and processing of recyclables.
 - d. Collection and disposal of refuse and recycling from participating commercial businesses.
 - e. Annual collection of Christmas trees in January of each year via centralized tree drop-off locations that will be hauled away using roll-offs.
2. Residential collection services will be completed between the hours of 6:00 A.M. and 5:00 P.M., Monday through Friday, except the following designated holidays: New Year's Day, Fourth of July, Thanksgiving Day, and Christmas Day, in which case collections may be accomplished within the same hours but one day later than the normal scheduled day, including using Saturdays. Any deviation to these hours and collection due to unforeseen circumstances (i.e.: weather, road construction, emergency occurrences, etc.) will be communicated to and approved by the individual municipality with which the entity is contracted.
3. Proposed collection services will follow a route and schedule provided by the contractor and approved by each of the cities. All changes to this schedule must be pre-approved by the cities which the changes affect, and all affected customers must be notified by the contractor.
4. The contractor will expand the service area to include all newly constructed residential units and on newly constructed and accepted Conglomerate of Cities' streets at the contracted price per household.
5. Collection trucks must be curbside collection type units designed for the collection and compaction of residential solid waste. The trucks must also be adequate to collect multi-family and commercial dumpsters. The contractor will provide an adequate number of trucks needed to service the Conglomerate of Cities area for scheduled collection services. All equipment must be kept in good repair, appearance, and sanitary condition always.

6. All recycling must be hauled to an approved facility permitted for such use and meeting all applicable local, State, and Federal laws, rules, and regulations.
7. Contractor's personnel:
 - a. Will maintain a valid Utah Commercial Drivers License for the type of vehicle used.
 - b. Will receive wages equal to or exceeding the minimum hourly wage established by local, State or Federal regulations.
8. The contractor will be paid monthly within 30 days after the end of the month for services performed in that monthly period, based on the number of active residential and commercial accounts and the contracted price per account. The contractor's point of contact with each individual entity will be designated explicitly by each city and the county when the contractor enters into a contract with that city or with Cache County.
9. The Conglomerate of Cities will consider a yearly cost of living increase. The prospective contractor must indicate in the response to this RFP how a yearly cost of living increase or decrease would apply. The yearly cost of living increase must be tied to an agreed-upon index, such as the Waste Sewer Trash Index and in no case will exceed 4.00% annually per individual container account.
10. The Conglomerate of Cities expects the contractor to utilize available technology for fuel conservation and air pollution control (for example, trucks that utilize compressed natural gas or electricity) as new trucks and equipment are purchased and when financially reasonable.
11. The contractor will be required to provide vehicle liability and general liability insurance in the amounts of not less than \$1,000,000 per occurrence, and \$3,000,000 aggregate. Additionally, the Contractor shall be required to possess umbrella insurance in the amount of \$1,000,000 each occurrence and pollution/liability insurance in the amount of \$1,000,000. Insurance policies will be required to include each city as an additional insured on all such policies. The contractor will also be required to provide Workman's Compensation Insurance for all its employees in accordance with the laws of the State of Utah. The Contractor must maintain insurance coverage in full force for the duration of the Contract term, including any and all extensions or renewal thereof. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration. Any and all deductibles are the sole responsibility of the Contractor to pay and/or indemnify.
12. The contractor will be required to provide the Conglomerate of Cities a Performance Bond for the faithful performance of the contract. The Performance Bond shall be executed by a surety company licensed to do business in the State of Utah. The bond shall be for 50% of the one year contract price. Said bond shall be conditioned upon the faithful performance and discharge of all the obligations imposed by this waste hauling contract.

13. A contract consistent with these specifications will be required, with provisions for termination for failure to perform.

Content of Proposal

All proposals submitted in response to this solicitation must include the following sections.

1. Experience, References, and Qualifications
2. Equipment and Capacity to Perform
3. Methodology and Operational Plan
4. Pricing

Proposals may also contain any other additional information that the proposer deems appropriate; however, lengthy, or overly elaborate proposals are discouraged.

1. Experience, References, and Qualifications

- a) Proposals must include a completed and signed Proposal Response Sheet (Exhibit “B”) and Non-Collusion Affidavit (Exhibit “C”).
- b) Proposals must include a summary of the company’s experience and qualifications, including a list of current contracts.
- c) Proposals must include at least three (3) references from contracting cities, counties, or districts.
- d) Proposals must include a summary of any criminal or civil suits against the company and all litigation actions (within the State of Utah) involving the proposing company within the last five (5) years.

2. Equipment and Conglomerate of Cities to Perform

- a) Proposals must include an itemized list of the contractor’s equipment to be used in fulfilling the contract, including standby units.
- b) Proposals must include a statement indicating the number of employees needed to perform this service and any management or supervisory personnel that will be involved in providing weekly services.
- c) Proposals must include a description of management of cans, roll off bins and dumpster management.
- d) Proposals must include a description of how temporary dumpster rentals will be managed.

- e) Proposals must include a statement of the contractor's willingness and ability to provide the required performance bond.

3. Methodology and Operational Plan

- a) Proposals must include the contractor's methodology to deliver the desired services the Conglomerate of Cities is seeking as specified.
- b) Proposals must include a tentative plan of operation describing the routes to be established, days of the week for collections, and alternative procedures to be followed in case of severe weather or equipment failures.
- c) Proposals must include a detailed plan and policy for customer service, and how the contractor will respond to service complaints in a timely manner.
- d) Proposals must include a detailed plan and method for communicating with waste customers.
- e) If there are better ways for the Conglomerate of Cities to package or define solid waste or recycling collection services than those listed above to obtain better pricing and/or service, please explain what modifications would be required to achieve it.
- f) Proposals must include a detailed safety plan, including how the contractor will respond to vehicle spills, fires, or accidents. The plan should also include a section reflecting the contractor's safety record.

4. Pricing

- a) Proposals must include a Price Sheet (Exhibit "D") for each pricing option provided as part of the proposal. For example, a prospective contractor may submit a Price Sheet for rates without a fuel surcharge option and an additional Price Sheet for rates with a fuel surcharge.
- b) If proposals include pricing options that cannot be accurately reflected on the Price Sheet, any additional pricing may be submitted and explained as necessary; however, the prospective contractor must submit at least one option using the provided Price Sheet.

Evaluation and Selection

1. Following receipt of proposals, the Conglomerate of Cities will select a finalist for further evaluation. The finalist will be selected based upon consideration of the following criteria:
 - a) The ability and capacity of the contractor to perform the service requested based upon its local and regional resources.
 - b) The quality, dependability, and condition of existing equipment to be used in providing service to the Conglomerate of cities.
 - c) The level of expertise and experience of the contractor and contractor's officials in performing this type of service.
 - d) The history and experience of the contractor in providing service to other municipalities or clientele, including the quality of service, dependability, regularity of service, number of complaints, etc.
 - e) The cost to the Conglomerate of Cities to hire the contractor to perform the services and the relative value of the prospective services provided.
 - f) The Conglomerate of Cities will also consider innovative proposals implementing methods specific to Cache Valley.
2. The Conglomerate of Cities reserves the right to accept or reject any and all proposals and to waive any irregularities in any given proposal or to use evaluation criteria in addition to those listed herein.
3. The Conglomerate of Cities does not discriminate on the basis of race, color, national origin, sex, religion, age and handicapped status in employment of the provision of services.
4. Information may be provided to potential respondents for the purpose of clarification to assure full understanding of, and responsiveness to the RFP requirements. Prospective respondents shall be afforded fair and equal treatment with respect to access to additional information and revision of proposals.
5. Following the evaluation of the finalists, a recommendation will be made by the Conglomerate of Cities. The finalist contractor representative will need to be prepared to discuss all aspects of the contractor's proposal. A final decision as to the selection of the contractor to provide the garbage collection/disposal service will be made by each entity within the Conglomerate of Cities.

LIST OF EXHIBITS

Exhibit “A” – Current container count as of March 31, 2022

Exhibit “B” – Proposal Response Sheet

Exhibit “C” – Non-Collusion Affidavit

Exhibit “D” – Proposal Price Sheet

Exhibit “E” – Green Waste Bid Alternate

Exhibit “A” – Current container counts

Residential	90 gal # containers	60 gal # containers	2nd AC # containers	GW #containers	90 gal Recycling #containers
Amalga	139	14	19		156
Clarkston	201	66	6		269
Cornish	84	7	6		92
Hyde Park	1069	517	83	756	1600
Hyrum	2383	513	201	773	2924
Lewiston	463	161	37		628
Mendon	319	93	28		421
Millville	541	138	32	250	680
Newton	220	57	9		276
Nibley	1487	574	94	842	2284
North Logan	2094	640	135	980	2775
Paradise	243	57	23		306
Providence	1857	571	130	982	2444
Richmond	645	223	65		873
River Heights	473	193	20	283	675
Smithfield	2817	965	187	1699	3823
Trenton	132	49	7		181
Wellsville	1022	194	54	344	1226
Unincorporated	1738	358	204	10	2135

Commercial	90 gal	2 yd	3 yd	4 yd	6 yd	8 yd	Roll-off
Amalga	5	2	0	11	1	0	1
Clarkston	10	0	1	0	0	0	0
Cornish	2	3	1	0	0	0	0
Hyde Park	19	8	3	43	19	2	2
Hyrum	29	5	3	53	18	3	11
Lewiston	20	12	6	15	2	0	7
Mendon	7	0	0	5	1	1	0
Millville	20	1	4	16	10	0	3
Newton	21	0	3	0	0	0	0
Nibley	13	2	2	36	6	1	0
North Logan	36	15	13	124	51	8	5
Paradise	6	1	2	4	1	0	0
Providence	36	11	4	53	21	8	3
Richmond	39	5	0	12	2	0	4
River Heights	6	0	0	4	1	1	0
Smithfield	51	17	4	73	24	5	6
Trenton	5	3	2	2	0	0	1
Wellsville	16	2	1	10	5	1	0
Unincorporated	58	25	8	58	13	1	0

Exhibit “B” – Proposal Response Sheet

The undersigned, having carefully read and considered the Request for Proposal to provide services as specified in this RFP for Conglomerate of Cities, does hereby offer to perform such services on behalf of the Conglomerate of Cities, in the manner described and subject to the terms and conditions outlined in the proposal. Services will be performed at the rates outlined in the said proposal.

OFFEROR

Company Name: _____

Doing business as: **an individual** **a partnership** **a corporation** **a limited liability company** (mark appropriate box), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____

Conglomerate of cities _____ County _____

State _____ Zip Code _____

Telephone _____

E: mail Address _____

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. _____ or Social Security No. _____
(Corporation or Partnership) (Individual)

I authorize the Conglomerate of Cities to send further correspondence that the Conglomerate of Cities deems to be of urgent nature related to this RFP.

Signature : _____

Title : _____ Date : _____

Exhibit “C” – Exhibit Non-Collusion Affidavit

Proposal for Solid Waste & Recycling Collection Services for Conglomerate of Cities.

I state that I am _____ (title) of _____ (Name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____ (Name of my firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important and will be relied on by Conglomerate of Cities in awarding the contract for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Conglomerate of Cities of the true facts relating to the submission of proposals for this contract.

(Signature)

(Printed Name)

(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 2022.

(Notary Public)

My Commission Expires _____

Exhibit “D” – Proposal Price Sheet (Provide one per entity)

Provide a price for the following options for each entity. Your price for this section should be for the collection, hauling and disposing of solid waste and recycling. One contractor will provide all residential and commercial waste containers and recycling containers:

PRICE SHEET – OPTION FOR ENTITY: _____

	<u>1st Container</u>	<u>Additional Container</u>
Waste Collections & Disposal, Residential:		
Residential Waste, 60 Gal Container, Weekly:	\$ _____.	\$ _____.
Residential Waste 90 Gal Container, Weekly:	\$ _____.	\$ _____.
Recyclable Materials Collection & Processing		
Recycle Waste, 90 Gal container, Every Other Week:	\$ _____.	\$ _____.
Commercial Collection & Disposal		
Commercial Waste, 90 Gal container Weekly:	\$ _____.	\$ _____.
2-yard dumpster per dump:	\$ _____.	\$ _____.
4-yard dumpster per dump:	\$ _____.	\$ _____.
6-yard dumpster per dump:	\$ _____.	\$ _____.
8-yard dumpster per dump:	\$ _____.	\$ _____.
Roll on/off dumpster per dump	\$ _____.	\$ _____.

Fuel Surcharge:

- NO
- YES Please explain details on an additional page.

Cost of Living Adjustment:

- NO
- YES Please explain details on an additional page.

Exhibit “E” – Green Waste Bid Alternate (Provide one per entity)

The waste hauler may continue to provide green waste hauling as part of their proposal. Logan Logan City has agreed to process green waste at its facilities and has agreed to charge the Conglomerate the same fee they charge Logan’s own citizens. Alternatively, the waste hauler may consider other locations to dispose of green waste.

Green Waste, 90 Gal Can, Every Week:
(April 1- October 31)

\$ _____ . \$ _____ .