



PROVIDENCE CITY

Request for Proposal

For: Garbage & Recycling Collection Services

Summary

Providence City invites proposals from solid waste collection firms to provide commercial and residential curbside solid waste, recycling collection services and green waste collection for the City for a initial 5-year term, with renewable options of 3 years each, or a contractor can propose alternate terms with an explanation.

In order to get the best prices for the city, the specification and conditions set out in this RFP are subject to change with an explanation of how they might be a better cost savings measure.

As of September 2022, collection services are provided for approximately:

90 Gallon Residential Automated Waste Containers	1889
90 Gallon Residential Automated 2 nd Waste Containers	134
60 Gallon Residential Automated Waste Containers	576
90 Gallon Residential Recycle Automated Containers	2465
90 Gallon Residential Green Waste Automated Containers	1037
Commercial Business	180

The City will own and maintain all 60 & 90 Gallon automated containers.

Solid waste and recycling cans 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 being collected weekly April 1st through October 31st.

It will be the responsibility of the contractor to contract for waste disposal with Logan City or other entities, licensed for the delivery and processing of solid waste and recycling. The contractor will also be responsible for the contract for disposal of recycling materials collected as part of this proposal.

The city currently offers 60 & 90 gallon cans. It's the intent of the city to phase out all 60 gallon cans.

The City will be responsible for the collection of fees from residents within its City limits and for payments to the contractor.

The selected contractor must be willing to enter into a written agreement with the City to provide all services required under the scope of services outlined in this solicitation. **The start of services under such a contract is expected to begin July 1, 2023.**

Instructions for Proposers

1. Inquiries

Any question or clarification of any material within this RFP or otherwise related to the City's intention to provide waste/recycle collection services should be directed by e-mail to the individual listed below. **There shall be no contact made with members of the Providence City Council, the Mayor, or any other City official other than as listed below regarding this RFP.**

Ryan Snow
RyanSnow2@Providence.utah.gov

2. Submission of Proposals

Two paper copies must be submitted in a sealed envelope no later than **3:00 pm November 22, 2022** at the following address:

Providence City
Attn: 2022 Waste Collection RFP
164 N Gateway Drive
Providence, UT 84332

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.

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, but it is not intended to limit a proposal's content or exclude any relevant or essential data therefrom. The City 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 City 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 City 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 City 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 City. The proposals will be evaluated as outlined in the Evaluation and Selection section below.

Proposals must remain valid for a minimum of 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 & 90 gallon containers for mixed solid waste. Recycling, 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 City users. All containers have permanently attached tight-fitting lids.

City: Providence City

Contractor: The person, corporation, Limited Liability Company or partnership performing residential solid waste collection and disposal under contract with the City.

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 City. 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 City, 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. Every other week curbside collection and processing of recyclables;
 - c. Green waste curbside collection, weekly, April 1st through October 31st. (Bid Option)
 - d. Collection and disposal of refuse and recycling from all City facilities, including but not limited to Public Works, City Hall, and parks, including extra collections within a 24-hour notice. **Tipping fee charges for disposal of such garbage will be paid by the contractor.**
2. The contractor may deal directly with business, commercial, industrial and institutional establishments and all sums collected by it from such establishments shall belong to it as its compensation and will not be accounted for by the City. The Contractor may also choose to run the commercial, industrial, and institutional through the city. However, the City will not grant or purport to grant to the contractor the exclusive right to collect and dispose of such business, commercial, industrial, and institutional garbage, the same being a matter of negotiation and individual agreement with said contributors. In the event the contractor handles such business, commercial, industrial, or institutional garbage, it will be required to obtain a City business license. Notwithstanding the foregoing, the City hereby reserves the right to allow certain small non-residential customers whose needs do not exceed two Approved Automated Containers to be included under the terms of the contract for garbage collection and disposal services between the contractor and the City. Such customers would be specifically approved by the City upon the basis that they would not generate more garbage than a typical single-family residence.
3. Collection services will be completed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, except the following designated holidays: New Years Day, Fourth of July, July 24th, Memorial Day, Labor Day, 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 City.
4. Proposed collection services will follow a route and schedule provided by the contractor and approved by the City. All changes to this schedule must be preapproved by the City and all affected customers must be notified by the contractor.

5. The contractor will expand the service area to include all newly constructed residential units and on newly constructed and accepted City streets at the contracted price per household.
6. The contractor must maintain a local office within 80 miles of Providence City limits where inquiries and complaints can be made. The office will be equipped with sufficient communications capacity, and will have a responsible person in charge and available to answer all inquiries during normal working day/ collection hours, and an emergency response process after normal business hours. All complaints will be resolved within 24 hours. When a complaint is received on the day preceding a holiday or on a Saturday or Sunday, it will be serviced on the next working day.
7. Collection trucks must be curbside collection type units designed for the collection and compaction of residential solid waste. The contractor will provide an adequate number of trucks as approved by the City for scheduled collection services. All equipment must be kept in good repair, appearance, and sanitary condition at all times.
8. Recycling is mandatory in Cache County, and by extension required in Providence City. All recycling must be hauled to a approved facility permitted for such use and meeting all applicable local, State, and Federal laws, rules and regulations. Currently recycling is delivered to a facility in Hyrum and green waste is delivered to a facility in Logan. Fees charged for disposal of such recycling and green waste will be paid by the contractor.
9. Collected solid waste will be delivered to approved facility permitted for such use and meeting all applicable local, State, and Federal laws, rules and regulations. Solid waste is currently delivered to a facility in Logan. Tipping fee charged for disposal of such garbage will be paid by the contractor.
10. The contractor will monitor the collection of solid waste and recycling material for compliance with acceptable material in each. For those containers which are not in compliance, the contractor will educate the customer of the nonconformance. The contractor will maintain a log which includes (at a minimum) the address of the non-conformance, description of the non-conforming item(s), action taken to inform the customer – including date, time, and customer name. The contractor will place a City approved sticker or tag on any unacceptable container or item at the scheduled time of service, explaining why the material is unacceptable.
11. No hazardous waste will be collected or disposed of by the contractor.
12. Contractor's personnel:
 - a. Will wear clean uniforms bearing the contractor's name and the name of the employee.
 - b. Will maintain a valid Utah Commercial Drivers License for the type of vehicle used.
 - c. Will receive wages equal to or exceeding the minimum hourly wage established by local, State or Federal regulations.

- d. Persons will not be denied employment by the contractor for reasons of race, creed, sex, or religion.
13. 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 accounts and the contracted price per account.
14. The City anticipates a yearly cost of living increase up to 4%, anything proposed above 4% would require additional justification and additional approval of the city. The prospective contractor must indicate, in the response to this RFP, how a yearly cost of living increase or decrease would apply.
15. As the City expects the contractor to utilize available technology for fuel conservation and air pollution control (for example, trucks that utilize compressed natural gas), the City strongly prefers that a fuel surcharge not be included as part of any proposal; however, a fuel surcharge proposal may be included by a proposer as an alternate price proposal.
16. 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. Insurance policies will be required to list Providence 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
17. The contractor will be required to provide the City 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 \$100,000.
18. A contract consistent with these specifications and customary terms and conditions as approved by the city 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 within the State of Utah.
- 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 years.
- e) Proposals must include a statement of the contractor's willingness and ability to provide the required performance bond.

2. Methodology and Operational Plan

- a) Proposals must include the contractor's methodology to deliver the desired services the City 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 matter.
- d) If there are better ways for the City 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.

3. Pricing

- a) Proposals must include a Price Sheet (Exhibit D) for each pricing option provide 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.

- c) The city currently offers 60 & 90 gallon cans. It's the intent of the city to phase out 60 gallon cans and offer only 90 gallon cans. There are currently 576, 60 gallon cans that will be phased out.

Evaluation and Selection

1. Following receipt of proposals, the City 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 City.
 - 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 City to hire the contractor to perform the services.
2. The City 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. Following the evaluation of the finalist, a recommendation will be made to the Providence City Council.

LIST OF EXHIBITS

Exhibit A – Current Map/Schedule of Collection Services

Exhibit B – Proposal Response Sheet

Exhibit C – Non-Collusion Affidavit

Exhibit D – Proposal Price Sheet

Exhibit A – Current Map

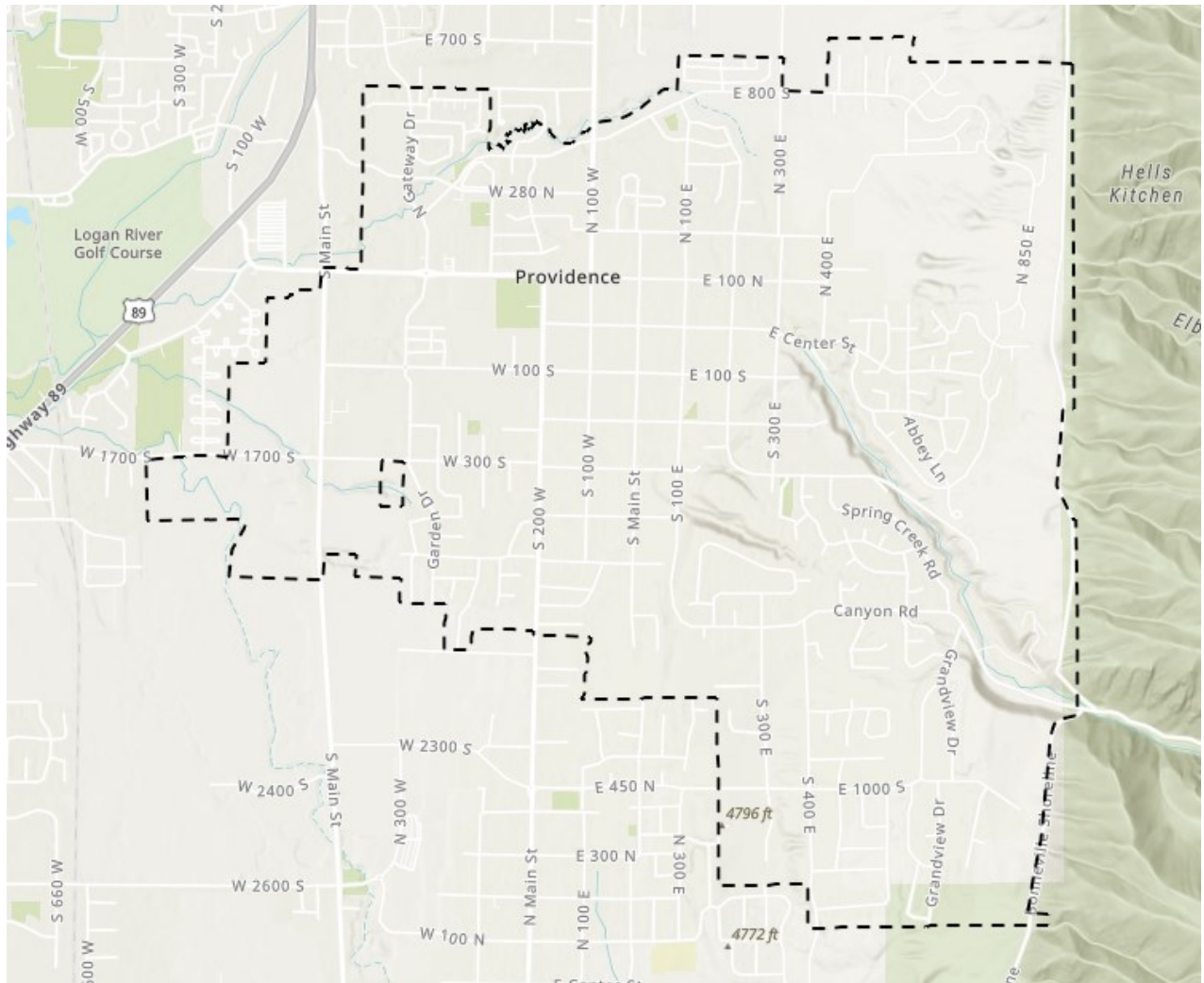


Exhibit B – Proposal Response Sheet

The undersigned, having carefully read and considered the Request for Proposal to provide services as specified in this RFP for Providence City, does hereby offer to perform such services on behalf of the City, 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 _____

City _____ 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 Providence City to send further correspondence that the City deems to be of urgent nature related to this RFP.

Signature: _____

Title: _____ Date: _____

Exhibit C – Non-Collusion Affidavit

Proposal for Solid Waste & Recycling Collection Services for Providence City.

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 Providence City 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 Providence City 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 _____, 2015.

(Notary Public)

My Commission Expires _____

Exhibit D – Proposal Price Sheet

Provide a price for the following options. Your price for this section should be for the collection and hauling. Collected solid waste, recycling and green waste will be delivered to a approved facility permitted for such use and meeting all applicable local, State, and Federal laws, rules and regulations Tipping fee charges for disposal of such garbage/recycling will be paid by the contractor:

PRICE SHEET – OPTION # _____

	<u>1st Container</u>	<u>Additional Container</u>
Waste Collections & Disposal:		
Residential Waste, 90 Gal Can, Weekly:	\$ _____.	\$ _____.
Residential Waste, 60 Gal Can, Weekly:	\$ _____.	\$ _____.
Commercial Waste, 90 Gal Can, Weekly:	\$ _____.	\$ _____.

Recyclable Materials Collection & Processing:

Residential Recycle Waste, 90 Gal Can, Every Other Week:	\$ _____.	\$ _____.
Commercial Recycle Waste, 90 Gal Can, Every Other Week:	\$ _____.	\$ _____.
Recycle Green Waste, 90 Gal Can, Week: (April 1st – October 31st.)	\$ _____.	\$ _____.

Waste Collections, Delivery & Disposal, City Properties: (Must be charged a rate, cannot be included above. Dumpsters to be provided by Contractor)

2 yard dumpster at City Properties, Weekly, or upon request:	\$ _____.	\$ _____.
4 yard dumpster at City Properties, Weekly, or upon request:	\$ _____.	\$ _____.
6 yard dumpster at City Properties, Weekly, or upon request:	\$ _____.	\$ _____.
30 yard dumpster at City Properties, Fall/Spring Clean-up and Special Projects:	\$ _____.	\$ _____.

Fuel Surcharge:

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

Cost of Living Adjustment:

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