

REQUEST FOR PROPOSAL

**RESIDENTIAL SOLID WASTE AND RECYCLING
COLLECTION AND DISPOSAL**

**City of Sunset
Davis County
State of Utah**

Response Deadline: 3:00 p.m. April 19, 2023

Respondents should submit their proposal in a sealed envelope, clearly marked:
Nicole Supp, Recorder
“RFP for Solid Waste and Recycling Collection and Disposal”
Sunset City Corporation
200 W. 1300 N.
Sunset, UT 84015

Proposals submitted after the 3:00 p.m. deadline will not be accepted.

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for Proposal is to contract with qualified or multiple qualified firms to provide weekly curbside collection and disposal of “residential” solid waste, Green waste and recycling (optional for residents) in Sunset City.

BACKGROUND

Sunset City consists of approximately 1,652 households with a population of 5,475 according to United States Census Bureau in 2022. The purpose of Sunset City creating this RFP is to have only one hauler picking up waste throughout the City, thus minimizing the congestion, safety, environmental and economic stress that may now exist.

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for three (3) years commencing on the date of the Contract, with the successful Proposer, upon execution of the Contract, then denominated as “Contractor.” The Contract may, at the sole discretion of the City, be extended for two subsequent terms of three (3) years each; or, less upon Agreement of both the City and the Contractor. It shall be the duty of the Contractor to notify the City within six months prior to the expiration of the original Contract that it is approaching its termination date. Upon receiving such notice, and consistent with the above language regarding the City’s unilateral right to extend the Contract, the City and Contractor shall negotiate any extensions to the Contract upon such terms as the parties may deem appropriate. Any amendments to the Contract must be in writing and signed by the parties to be valid.

NOTWITHSTANDING ANYTHING IN THIS RFP, OR THE SUBSEQUENT CONTRACT, TO THE CONTRARY, SUNSET CITY RESERVES THE RIGHT TO REVIEW CONTRACT(S) REGULARLY REGARDING PERFORMANCE AND COST ANALYSIS AND MAY NEGOTIATE PRICE AND SERVICE ELEMENTS DURING THE TERM OF THE CONTRACT.

PRICE GUARANTEE PERIOD

All pricing must be guaranteed for *one year*. Following the guarantee period, any request for price adjustment must be for an equal guarantee period and must be made at least 30 days before the effective date. Applications for price adjustment must include documentation sufficient to support the request. Any modification or amendment to the Contract will not be effective unless approved by the City Purchasing Agent, or designee. The City will be given the immediate benefit of any

decrease in the market or allowable discount.

WRITTEN AGREEMENT REQUIRED

The selected contractor must be willing to enter into a written agreement with Sunset City to provide all services required under the scope of services set forth in this solicitation.

DETAILED SCOPE OF WORK

1. The Proposal shall include a plan of operation for curbside municipal solid waste collection, describing the number of trucks, hours of operation, and haul distances. Additionally, the Proposal shall set forth alternative procedures to be followed if severe weather or equipment failures occur.
2. The Proposal(s) shall be based on solid waste and green waste collection for the City occurring weekly preferably on Wednesday. Operating hours are not before 5 a.m. or after 8:00 p.m. and recycling once every two (2) weeks preferrabley on Wednesday not before 5 a.m. or after 8:00 p.m. Occurrences such as severe weather and holidays shall be the only exceptions to these terms.
3. The Contractor shall pay for the services of all of its employees and bear the costs and expenses of maintenance and operation of its equipment and assume all liability and liability insurance costs connected therewith.
4. The Contractor shall provide vehicle liability insurance in the amounts of not less than \$1,000,000 for property damages and \$1,000,000 for bodily injury and general liability insurance in the amount of \$1,000,000. Insurance policies shall include the City as an additional insured on all such policies. The Contractor shall also provide Workman's Compensation Insurance for all of its employees in accordance with the laws of the State of Utah. Any other proper or necessary insurance shall be paid at the Contractor's own expense.
5. The Contractor shall comply with all statutes of the State of Utah, City Ordinances, rules and regulations of the Board of Health and the Landfill or Wasatch Integrated Waste Management District, or any other disposal facility.
6. Sunset City will conduct all billing related activities from residential dwelling units and pay to the Contractor the applicable monthly rate per residential dwelling unit. The proposed amount for solid waste collection and disposal shall be stated separately from the proposed amount fro green waste collection and disposal in the proposal.
7. In the event the City shall have any complaints regarding the service of the

Contractor or with its equipment or operations, or if any legitimate complaint from a resident against the Contractor relating to services they receive, the City shall notify the Contractor and the Contractor shall correct the same immediately. In the event any needed correction is not made or any legitimate complaint is not remedied in a timely manner, the City may terminate its contract with the Contractor upon giving ten (10) days written notice in advance of such termination.

Contractor shall provide a local phone number to receive complaints regarding the Contractor's services. All complaints shall be resolved within twenty four (24) hours. The Contractor shall, on a monthly basis, supply the City with copies of all complaints in a form approved by the City and indicate the disposition of each complaint. Such records shall be available for the City's inspection at all times during regular business hours. The form shall indicate the day and time on which the complaint was received on the day preceding a holiday or on a Saturday or Sunday, it shall be serviced on the next working day.

8. Except as otherwise provided herein, the Contractor may deal directly with business in commercial, industrial and institutional establishments and all sums collected by it from such establishments shall belong to it as its compensation and shall not be accounted for by the City. The City, however, by issuing this RFP, does not, nor will a subsequent contract resulting from this RFP, grant or purport to grant to the Contractor the exclusive right to collect and dispose of such business, commercial, industrial, and institutional recycling, the same being a matter of negotiation and individual agreement with said contributors.

The Contractor will be required to dispose of any and all business, commercial, industrial and institutional recycling in accordance with rules and regulations of the designated disposal facility and appropriate City Ordinances. Any commercial, industrial, business or institutional dumping or tipping fees will be the sole responsibility of the Contractor. In order to ensure tipping fees are properly charged to the appropriate party, the Contractor will not be allowed to mix solid waste from residential customers together with business, commercial, industrial and institutional solid waste when hauling to the approved landfill.

Tipping fee charges to dump City residential solid waste will be the responsibility of the City. Contractor must ensure that tipping fee tonnage for residential waste is accurate. In order to ensure that tipping fees are properly charged to the City, the Contractor will not be allowed to mix solid waste from different cities while hauling to the landfill.

9. Any commercial, industrial, business or institutional dumping or tipping fees will be the sole responsibility of the Contractor and such waste shall not be

mixed with residential solid waste while hauling to the dumpsite.

10. The Contractor will also be required to provide a weekly pickup of solid waste, green waste and recycling for City facilities, any roll-off containers designated by the City and City park dumpsters as set forth in "Exhibit A" attached. Tipping fee charges for disposal of such solid waste, green waste and recycling shall be paid by the City.
11. It is understood and agreed the Contractor will be an independent Contractor and will be in no way an employee of the City and must agree to hold the City harmless from any damage or liability arising from Contractor's operations.
12. The Contractor will provide special service for disabled persons or senior citizens not able to handle the approved solid waste and green waste containers. Such special service will be as directed and approved by the City.
13. Concurrent with entering into the contract, the Contractor shall provide the City with maps and schedules of collection routes and keep such information current at all times. It shall be the customer's responsibility to place containers at the appropriate location for collection before the approved starting hour. In the event of changes of routes or schedules that will alter the day of pickup, the Contractor shall notify customers affected by the scheduling change through a written notice not less than one week prior to the change.
14. Contractor shall be required, on an annual basis, to meet with representatives of the City to evaluate performance of the Contractor. At this meeting both the Contractor and the City shall review areas of concern and develop a plan for remedying any deficiencies.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

All supporting data shall be submitted with the Proposal to assist the City in determining whether the Contractor is qualified and responsible to and capable of fulfilling the Contract. The experience and qualifications of a parent corporation or subsidiaries may, in the sole judgment of the City, be used to satisfy any or all of the requirements of this section. Failure to submit any required data in the initial RFP response may be cause for rejection. Proposers may submit other data, as they deem appropriate; however, voluminous or overly elaborate proposals are discouraged, and may at the sole discretion of the City, be disregarded.

1. PROPOSAL SECURITY

Bond security shall be provided by the Proposer and mailed to the City for each

Proposal. The security shall be for \$15,000 and in the form of either: 1) Certified Check, 2) Cashier's Check, or 3) Proposal Bond. As a material part of the required proposal security, the Proposer agrees, as evidenced by the act of submitting his/its response to this RFP, and the required bond security, with his/its signature affixed to it, to the forfeiture of the bond security deposit, not as a penalty, but as liquidated damages to Sunset City if the Proposer receives notice of acceptance of his/her Proposal and then fails to execute the Contract and furnish satisfactory surety within 20 days after receiving such notice. Checks and bonds of non-successful Proposers shall be returned to them promptly after the City and the selected Proposer have executed the Contract.

2. EVIDENCE OF INSURANCE

Each Proposal shall be accompanied by a certificate of insurance evidencing the coverage requested.

3. SECURITY FOR FAITHFUL PERFORMANCE

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to the City stating that the corporate surety shall furnish the Performance Bond to the Proposer if the Proposer is successful. Such letter shall be signed by an authorized representative of the surety with a certified and dated copy of surety's power of attorney attached thereto.

4. FINANCIAL STATEMENT

The Proposal shall include a copy of the latest available financial statements of the Proposer (or parent corporation if individual subsidiary or division financial statements are not prepared and generally available), but in no case shall such documents be more than eighteen (18) months old, certified by a state-licensed independent certified public accountant.

5. LICENSING

The Proposal shall include evidence that the Proposer is licensed to do business in the State of Utah.

6. BUSINESS EXPERIENCE

The Proposal shall include evidence that the Proposer has existed as a viable business concern over five years and possesses not less than five years of actual operating experience in solid waste collection, disposal, and recycling in the state

of Utah, with contracts of comparable or larger size to that contemplated by the contract documents. The five-year provision may be waived by, and at the sole discretion of, the City Council upon review and determination that the Proposer is otherwise capable of adequately performing the terms of this Contract.

7. TENATIVE SCHEDULE

The proposal shall include a tentative schedule for providing requested collection and disposal services for residences within the City.

8. PROPOSER CAPACITY

The Proposal shall include a letter certifying that the Proposer can undertake Solid Waste Collection and Recycling in Sunset City. The letter shall indicate that the Proposer has all licenses, insurances, and resources to meet Sunset City's desired levels of services.

9. QUALITY ASSURANCE AND EQUIPMENT

The Proposer shall submit an itemized list of the Proposer's equipment to be used in fulfilling the Contract, including standby units. This list shall briefly describe equipment and the age of each unit and a description of how the Proposer plans on assuring quality maintenance and replacement of vehicles used in the execution of this Contract.

10. QUOTE

The proposal should include quoted prices as indicated in the scope of work which are as follows:

- a.** Collection charges for solid waste, green waste and curbside recycling, per can, at each residential dwelling.
- b.** Collection charges for City facility and City Park pick up services as set forth in "Exhibit A" attached. Contract award for this shall be at the option of the City.
- c.** Cost to provide blue recycle cans to residents if not provided by the hauler (blue cans are owned by the current hauler, they are available for purchase from current hauler at \$30.00 per can. We currently have 545 blue recycle cans).
- d.** Any additional charges.

11. REFERENCES

The Proposer shall provide contact information from five (5) cities in Utah that will be used as references for the quality of service the Proposer provides. All information from the referral cities shall remain confidential. Contact information shall include the name of the City, name of the person responsible for managing the contract, contact phone number, and address.

12. ADDITIONAL INFORMATION

The proposal may include any additional information which, in the opinion of the Contractor, would be relevant to the evaluation process.

Cost is to be submitted as a separate document. Inclusion of any cost or pricing data within the technical Proposal may also result in your Proposal being non-responsive.

PROPOSAL EVALUATION CRITERIA

Each Proposer bears sole responsibility for the items included or not included in the response submitted by the Proposer.

This RFP is a multi-stage solicitation. In the first stage of the process, the evaluation committee will review all proposals timely received to determine their responsiveness to the RFP. Non-responsive proposals, that is, proposals that fail to conform to all material respects of this RFP will be disqualified from further consideration and will not move on to stage two.

The City reserves the right to disqualify any proposal for:

- a. A violation of the Utah Procurement Code;
- b. A violation of a requirement of this RFP, including significant deviations or exceptions;
- c. Unlawful or unethical conduct; or
- d. A change in circumstances that, had the change been known at the time the Proposal was submitted, would have caused the Proposal to be disqualified or not have the highest score.

The City reserves the right to reject any or all proposals, to waive any irregularity in a proposal, to accept a proposal that is not the lowest proposal based on fees, and to accept or reject any item or a combination of items. The City further reserves the right to reject proposals that do not contain all elements and information requested in this document. The City shall not be liable for any losses incurred by any Contractors submitting proposals. All services will be provided pursuant to a written contract

between the City and the Contractor, which shall be negotiated and mutually acceptable to both parties.

Proposals determined to be non-responsive (those not conforming to RFP requirements) will be eliminated.

Stage two will consist of a detailed evaluation of the proposals that have not been disqualified in stage one. A committee will evaluate proposals against the criteria in no order of priority or weight:

1. Operation plan
2. Proposer capacity
3. Quality assurance and equipment
4. Experience
5. Reference Check
6. Cost

Following evaluations a recommendation will be made to the Sunset City Council. The Contractor's authorized official shall be in attendance at the City Council meeting wherein the Contractor's proposal will be discussed. The finalist's representative shall be prepared to discuss all aspects of the proposal. A final decision as to the selection of the Contractor to provide the solid waste, green waste and recycling collection and disposal services will be made by the City Council.

TIMELINE

- City releases RFP – March 23, 2023
- Deadline for submitting proposals – April 19, 2023, 3 p.m.
- Top 2-3 candidate interviews, if needed –April 20th – 26th
- Present to Council –May 02, 2022
- Start date of contract – TBD

SUBMISSION OF PROPOSALS

Submission into this proposal may be submitted to:

Nicole Supp, City Recorder
Sunset City Corporation
200 West 1300 North
Sunset, UT 84015

Thank you for taking the time to consider a proposal to the City of Sunset.

EXHIBIT A

CITY FACILITIES/PARKS REQUIRING SERVICES

City Office: 200 West 1300 North, Sunset, UT 84015

Central Park: 85 West 1800 North, Sunset, UT 84015

Rachael Runyun Memorial Park: 975 North 200 West, Sunset, UT 84015

John G. White North Park (Skate Park): 2400 North 250 West, Sunset, UT 84015

SUNSET CITY RFP FORM

1. **Respondent Information:** Provide the following information about yourself and your company.

Respondent Name: _____

(Note: give exact legal name as it will appear on the contract if awarded.)

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Business Structure:

Individual or Sole Proprietorship

Partnership

Corporation

Other; list business structure: _____

2. **Contact information:** List the one person who Sunset City or their representative may contact concerning your Proposal.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

ADVERTISEMENT

RFP for solid waste, green waste and recycling services

Sunset City Corporation, located in Davis County, Utah, invites interested Contractors to submit written proposals to provide professional solid waste, green waste and recycling services for Sunset City residents. It is the City's intent to hire a Contractor for these services.

Interested Contractors may obtain a copy of the complete Request for Proposal (RFP) by visiting the Sunset City Offices located at the address below, calling City Recorder Nicole Supp at 801-614-9103 or emailing nsupp@sunset-ut.com. All inquiries should be made per the previously stated information.

Respondents should submit their proposal in a sealed envelope, clearly marked:

Nicole Supp, Recorder
"RFP for Solid Waste and Recycling Collection and Disposal"
Sunset City Corporation
200 W. 1300 N.
Sunset, UT 84015

All proposals must be received no later than 3:00 p.m. April 19, 2023. Proposals submitted after the 3:00 p.m. deadline will not be accepted.