Morgan City and Morgan County

Request for Proposal

For: Solid Waste Collection & Transfer Station Services

Summary

Morgan City and Morgan County (herein after referred to as City and County) invites proposals from solid waste collection firms to provide residential curbside solid waste collection services for the City and County and the management of a transfer station for a potential 5-year term.

As of April 1, 2022, collection services are provided for approximately:

	City	County
Households with 1 Residential Automated Waste Containers (90gal)	1,113	2,347
Household with 2/3 Residential Automated Waste Containers(90gal)	203	472
Commercial locations Automated Waste Containers(90 gal)	58	10
Commercial locations Automated Waste Containers(440 gal)	0	17

The City and County will provide and own all residential containers related to this proposal.

Solid waste is currently collected on Mondays, Tuesdays, Wednesdays, and Thursdays. Collection services for regular solid waste are every week.

Additionally, collection services are currently being provided at the Transfer Station.

Collected solid waste will be delivered by the contractor to Wasatch Integrated Waste Management District in Layton, UT. Transfer Station materials may also be delivered to

this location. The City and County pays the Wasatch Integrated tipping fees directly for solid waste. Transfer Station tipping fees are paid for by the waste collection company and included in the billing to Morgan County.

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

The selected contractor must be willing to enter into a written agreement with the City and County to provide all services required under the scope of services outlined in this solicitation. **The start of services under such a contract will begin July 1, 2022.**

Instructions for Proposers

1. Inquiries

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

Ty Bailey, Morgan City Manager
tbailey@morgancityut.org

2. Submission of Proposals

An electronic submittal must be made in response to this RFP no later than **May 27, 2022** at the following email address:

Stephanie Howard, Morgan City Utilities
showard@morgancityut.org

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 or County 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 and County 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 and County 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 and County 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 and/or County. 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 60 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 90-100 gallon containers for mixed solid waste. These containers are designed specifically for automated collection and are equipped with wheels for movement by residents. All containers have permanently attached tight-fitting lids.

City and County: Morgan City and Morgan County

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 and County. 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 and County, whichever period is shorter.

Scope of Services/Contractor Requirements

1. Services are to include:
    a. Weekly curbside collection and disposal of residential and small commercial solid waste;
    b. Collection and disposal of refuse from the local transfer station. Transfer Station: summer hours April through October - Mon & Wed 3pm-6pm and Sat 9am-5pm and winter hours November through March Wed 3pm-5pm and Sat 9am-4pm.
    c. Collection and disposal of refuse from all City and County facilities, including but not limited to City and County buildings, City and County facilities, Public Works facilities, and parks, as needed, including extra collections within a 24-hour notice. **Tipping fee charges for disposal of such garbage will be paid by the City and County.**

2. Transfer Station: the contractor will operate a Transfer Station for residents of the City and County who desire to bring their garbage or trash to it for transfer by the contractor to the approved disposal site. Provide equipment as needed (i.e. loader) for ease of loading items into roll-offs, minor compaction into roll-off, and cleanup at the transfer station. The contractor shall provide two roll-offs during winter hours and three roll-offs during summer hours, cleanup and supervision. The transfer station will be open April through October - Mon & Wed 3pm-6pm and Sat 9am-5pm and winter hours November through March Wed 3pm-5pm and Sat 9am-4pm. Grass clippings and leaves only may be brought to the transfer station at no extra cost by Morgan City and County residents. No construction waste, commercial waste, or concrete shall be disposed of at the transfer station. All other trash will be charged a fee.

3. Collection services will be completed between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday, except the following designated holidays: New Years 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 City and County.

4. Proposed collection services will follow a route and schedule provided by the contractor and approved by the City and County. All changes to this schedule must be preapproved by the City and County 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 and County streets at the contracted price per household.

6. The contractor must maintain a local office within 100 miles of Morgan City 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. The contractor shall monthly supply the City and/or County with copies of all complaints in a form approved by the City and County and indicate the disposition of each complaint. The form will indicate the day and hour on which the complaint was received and the day and hour on which it was resolved. 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 and County for scheduled collection services. All equipment must be kept in good repair, appearance, and sanitary condition at all times.

8. The contractor will provide special service for disabled persons or senior citizens not able to handle the Approved Automated Container. Such special service will be as directed and approved by the City and County.

9. Collected solid waste will be delivered to Wasatch Integrated Waste Management District in Layton, UT. The City and County pays the Wasatch Integrated tipping fees directly.

10. The contractor will monitor the collection of solid waste and transfer station 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 and County 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 and County 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, and in no case will exceed 4% annually. The initial price provided will be held for the first two years, and the cost of living change would apply for the final three (3) consecutive years.

15. The contractor will be required to provide vehicle liability insurance in the amounts of not less than $2,000,000 for property damage and $2,000,000 for bodily injury and general liability insurance in the amount of $2,000,000. Insurance policies will be required to include the City and County as an additional insured on all such policies. The contractor will also be required to provide Workman's Compensation Insurance for all of its employees in accordance with the laws of the State of Utah.

16. The contractor will be required to provide the City and County 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.

17. 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 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.

2. Equipment and Capacity to Perform

a) Proposals must include an itemized list of the contractor's equipment to be used in fulfilling the contract, including standby units. This list shall include a brief description of the equipment and age of each unit and the planned replacement schedule and type of fuel used.

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 statement of the contractor's willingness and ability to provide the required $100,000 performance bond.

3. Methodology and Operational Plan

a) Proposals must include the contractor's methodology to deliver the desired services the City and County 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 or County to package or define solid waste collection services than those listed above to obtain better pricing and/or service please explain what modifications would be required to achieve it.

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 City and County 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 and County.

    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 and County to hire the contractor to perform the services.

2. The City and County 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 Morgan City Council and Morgan County Commission. The Contractor should provide an authorized official of the finalist in attendance at the City Council meeting wherein Contractor's proposal will be discussed. The finalist Contractor representative will need to be prepared to discuss all aspects of Contractor's proposal. A final decision as to the selection of the Contractor to provide the garbage collection/disposal service will be made by the City Council and County Commission.

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/Schedule of Collection Services

[Morgan County Garbage Routes (arcgis.com)]

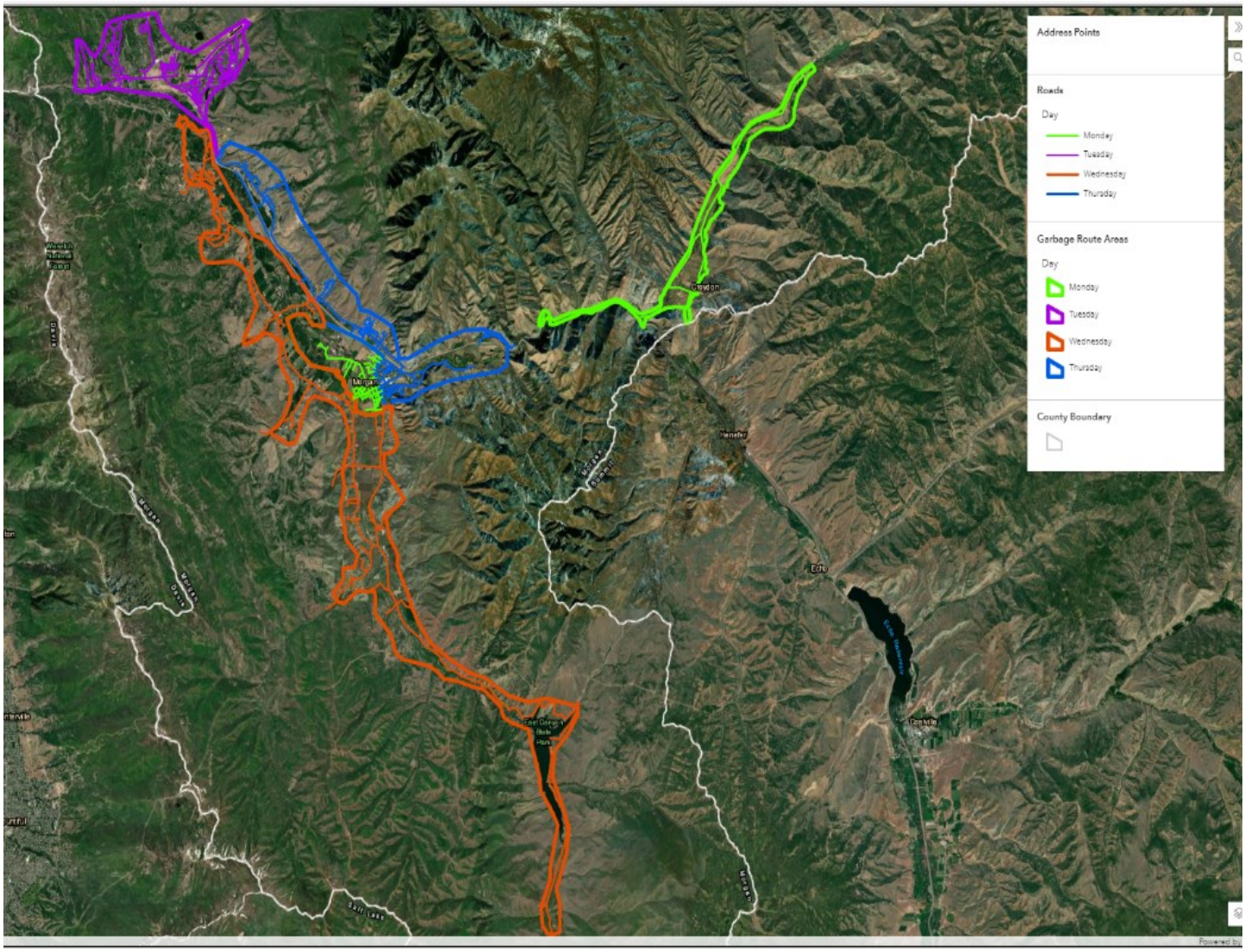

Exhibit B – Proposal Response Sheet

The undersigned, having carefully read and considered the Request for Proposal to provide services as specified in this RFP for Morgan City and Morgan County, does hereby offer to perform such services on behalf of the City and County, 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 Morgan City to send further correspondence that the City and County deems to be of urgent nature related to this RFP.

Signature: _____

Title: _____ Date: _____

Exhibit C – Non-Collusion Affidavit

Proposal for Solid Waste Collection Services and Transfer Station Services for Morgan City and Morgan County.

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 then 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 Morgan City and Morgan County 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 Morgan City and Morgan County 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 a price for the following options. Your price for this section should be for the collection, hauling and disposing. Collected solid waste will be delivered to Wasatch Integrated Waste Management District in Layton, UT. The City and County pays the Wasatch Integrated tipping fees directly. The City and County will provide all regular residential and municipal waste containers. Contractor will provide

PRICE SHEET – OPTION #_____

	1st Container	Additional Container
Waste Collections & Disposal, Residential:		
Residential Waste, 90-100 Gal Can, Weekly:	$ _____ .	$ _____ .
Commercial Waste, 90-100 Gal Can, Weekly: (includes municipal locations)	$ _____ .	
Commercial Waste, 440 Gal, Weekly: (includes municipal locations)	$ _____ .	
Waste Collections, Delivery & Disposal: (Must be charged a rate, cannot be included above. Dumpsters to be provided by Contractor)		
3 yard dumpster at City Sewer Lagoons, Weekly, or upon request:	$ _____ .	$ _____ .
30 yard dumpster at Transfer Station: 2 during winter hours/3 during summer hours. Weekly or upon request.	$ _____ .	$ _____ .

Fuel Surcharge:

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

Cost of Living Adjustment:

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