

REQUEST FOR PROPOSAL

RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for Proposal is to contract with a qualified ~~or multiple-qualified~~ firms to provide curbside collection and disposal of “residential” solid waste in Willard City.

BACKGROUND

Willard City consists of approximately (based on most recent census data) 800 residences. At present, Willard City has a contract with Econowaste.

ISSUING OFFICE

Willard City, through the City Manager is the issuing office for this document and all subsequent addenda relating to it, on behalf of ~~Willard City~~ Willard City.

SUBMITTING YOUR PROPOSAL

NOTICE: By submitting a proposal in response to this RFP, you, as the Proposer, are acknowledging that the requirements, scope of work, and the evaluation process, outlined in the RFP are fair, equitable, not unduly restrictive, understood and agreed to. Requests for exceptions to the content of the RFP must be presented and appealed to the Mayor, or heris designee, before the closing date and time for submission of Proposal.

**Proposals must be received no later than the posted due date and time.
Proposals received after the deadline will not be accepted.**

The preferred method of submitting your Proposal is by mail or in person. One original and five (5) identical copies of your Proposal must be delivered to the Willard City Offices, Attn: Chris Davis, 80 ~~W-50~~W 50 ~~S-S-~~Willard Willard, UT 84340. The City’s POBox is 539 if the proposal is mailed. **THE DUE DATE FOR RFP PROPOSALS IS JANUARY 30 AT 5PM. PROPOSALS MUST BE RECEIVED IN THE WILLARD CITY OFFICES BY THE DATE NOT JUST POSTMARKED BY JANUARY 30**

The solicitation will end at the closing time listed in the RFP. If your Proposal is not received at the closing time, it will not be accepted.

Cost will be evaluated independently from the technical Proposal and is to be submitted separately from the technical Proposal. Failure to provide cost information separately may cause your Proposal to be judged as non-responsive. Inclusion of any cost or pricing data within the technical Proposal may also result in your Proposal being non-responsive.

BID SECURITY

Each person or entity submitting a proposal ("Proposer") shall provide a certified check, cashier's check, or proposal bond for \$5,000 payable to Willard City as a guarantee that the Proposer if its Proposal is accepted, will promptly execute the Contract and required specifications. A copy of the proposal security shall be submitted with the Proposal, and the original security shall be mailed to Willard City, Attn: Chris Davis 80 W 50 ~~S-POS~~ PO Box 593 Willard, UT 84340. Bid security shall be postmarked no later than the date the RFP is submitted by the Contractor ~~???????????~~

LENGTH OF CONTRACT

The Contract resulting from this RFP will be for five (5) 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 mutual agreement ~~sole-discretion~~ of the City and Contractor, 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, WILLARDWillard 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 90 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 Manager, or designee. ~~The City will be given the immediate benefit of any decrease in the market or allowable discount.~~

STANDARD CONTRACT TERMS AND CONDITIONS

Any contract resulting from this RFP will include but not be limited to the City's Standard Terms and Conditions (see Attachment A). Exceptions and or additions to the City's Standard Terms and Conditions are strongly discouraged.

Exceptions and additions to the Standard Terms and Conditions must be submitted with the proposal response. Exceptions, additions, service level agreements, etc. submitted after the date and time for receipt of proposals will not be considered. Website URLs containing or referencing vendor terms and conditions are prohibited and will not be allowed in Contract resulting from this solicitation.

The City retains the right to refuse to negotiate on exceptions should the exceptions be deemed by the City to be excessive, not in the best interest of the City, that such negotiations could result in excessive costs to the City, or could adversely impact existing time constraints.

In the case of a multiple-award, the City reserves the right to negotiate exceptions to terms and conditions based on the Proposer with the least to the most exceptions taken. Contracts may become effective as negotiations are completed.

QUESTIONS

All questions must be submitted in writing to Willard City, Attn: Chris Davis, 80 W 50 S PO Box 593, Willard, UT 84340 by January 26, 2023~~??????????~~.

DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION)

An oral presentation by a Proposer to clarify a proposal, or any of its terms and conditions, may, at the sole discretion of the City, be required in shall be deemed immaterial and integrated part of this RFP. However, the City may award a contract based on the initial proposals received without discussion with the Proposer. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the Proposer's expense.

PROTECTED INFORMATION

The Government Records Access and Management Act (GRAMA), Utah Code §63G-2-305, provides in part that trade secrets, commercial information, or non-individual

financial information may be protected by submitting a Claim of Business Confidentiality.

To protect information under a Claim of Business Confidentiality, the Proposer must:

Provide a written Claim of Business Confidentiality *when the information (Proposal) is provided to the City*, and

~~include~~—Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).

Submit an electronic “redacted” (excluding protected information) copy of your proposal response. The copy must be clearly marked “Redacted Version.”

A Claim of Business Confidentiality may be appropriate for information such as client lists and non-public financial statements. Pricing and service elements may not be protected. **An entire proposal cannot be identified as “PROTECTED,” “CONFIDENTIAL,” or “PROPRIETARY” and may be considered non-responsive if marked as such.** A claim of business confidentiality must be submitted with your Proposal.

To ensure the information is protected, the City asks the Proposer to identify in the Executive Summary and the body of the Proposal any specific information for which a Proposer claims business confidentiality protection as “PROTECTED” consistent with the terms noted above.

All materials submitted become the property of the Willard City. Materials may be evaluated by anyone designated by the City. Materials provided may be returned only at the City’s option.

DETAILED SCOPE OF WORK

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.

The number of residences requiring single or multiple cans is not known at this time and will be determined by the Contractor upon the establishment of service with each residence. Currently the City has 757 residential customers. 238 customers own a second can.

The Proposal(s) shall be based on solid waste collection for the City occurring weekly. Operating hours are to be between 6:00 A.M. and 8:00 P.M. Monday through Saturday. Occurrences such as severe weather and holidays shall be the only exceptions to these terms.

Currently, Willard City sells waste cans to the home owner. Willard City would be open

to other potential options. **The Proposal shall be based on Willard City paying the tipping fees at an agreed upon location.** Solid waste container proposals shall be based on weekly solid waste collection.

Note: Only residential curbside waste service is to be included in the Proposal. Curbside recycling and larger container collection will be arranged and contracted with the hauling company independently of this Proposal by the residents of individual properties.

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 accompany the RFP submitted ~~mailed~~ to the City for each Proposal. The security shall be for \$5,000 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~~ their response to this RFP, and the required bond security, with ~~his/its~~ their signature affixed to it, to the forfeiture of the bond security deposit, not as a penalty, but as liquidated damages to Willard 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 outlined in (Exhibit 2).

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. PROPOSER CAPACITY

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

8. 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.

9. 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.

PROPOSAL RESPONSE FORMAT

All proposals must include:

1. **RFP Form.** The City's Request for Proposal form completed and signed. (Exhibit 2).
2. **Executive Summary.** The one or two-page executive summary is to describe the Proposer's Proposal briefly. This summary should highlight the significant features of the Proposal. It must indicate any requirements that cannot be met by the Proposer. Any later reader should be able to determine the essence of the Proposal by reading the executive summary. Protected information requests should be identified in this section.
3. **Detailed Response.** This section should constitute the major portion of the Proposal and must contain at least the following information:

A complete narrative of the Proposer's assessment of the work to be performed, the Proposer's ability and approach, and the resources necessary to fulfill the requirements. This narrative should demonstrate the Proposer's understanding of the desired overall performance expectations. Clearly indicate any options or alternatives proposed.

A specific point-by-point response, in the order listed, to each requirement in the RFP.

4. **Cost Proposal.** Cost will be evaluated independently from the technical Proposal. Please enumerate all costs on the attached Cost Proposal Form (Exhibit 3).

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 violation of the Utah Procurement Code;

a violation of a requirement of this RFP, including significant deviations or exceptions;

unlawful or unethical conduct; or

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.

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 weighted criteria as follows:

1. Operation plan	10%	
2. Proposer capacity		15%
3. Quality assurance and equipment	10%	
4. Experience		15%
5. Reference Check	10%	
6. Cost	40%	

DISCUSSIONS WITH OFFERORS (OPTIONAL)

After proposals are received and opened, and the first stage has been completed, ~~the City~~the City ~~Manager may~~Manager may conduct discussions with the Proposers and allow the Proposers to make best and final offers after discussions.

If discussions are held, the City Manager shall:

- a) ~~ensure~~Ensure that each Proposer receives fair and equal treatment with respect to the other Proposers;
- b) ~~establish~~Establish a schedule and procedures for conducting discussions;
- c) ~~ensure~~Ensure that information in each Proposal, and information gathered during discussions, is not shared with other Proposers until the Contract is awarded;
- d) ~~ensure~~Ensure auction tactics are not used in the discussion process, including

discussing and comparing the costs and features of other proposals; and

- e) ~~if~~ If necessary, set an official date and time for the submission of best and final offers.

If a Proposer chooses not to participate in a discussion or does not make a timely best and final offer, the offer submitted by the Proposer before the conduct of discussions shall be treated as the Proposer's best and final offer.

ORAL PRESENTATIONS (OPTIONAL)

If, after completing the stage two detailed technical evaluation, it is determined by the City Manager that oral presentations are necessary to assist the Evaluation Committee in finalizing the scoring of proposals, they will be scheduled by the procurement officer.

The Proposer's original Proposal cannot be changed in any material respect at the oral presentation. The oral presentation is to allow Proposers to bring to the attention of the Evaluation Committee any aspects of their offer that may contribute to the selection of their response. It is an opportunity for Proposers to sell the merits of their submission.

Proposers are advised that the Evaluation Committee will be allowed to revise their detailed technical evaluation scores based upon the oral presentation. The procurement officer shall establish a date and time for the oral presentations and shall notify eligible Proposers of the protocols, procedures, and structure of the oral presentations. Oral presentations will be made at the Proposer's expense.

INTERVIEWS (OPTIONAL)

The purpose of the interview is to allow the Proposer to present its qualifications and past performance, management plan, schedule, and general plan for accomplishing the scope of work. It will also provide an opportunity for the selection committee to seek clarification from the Proposer. The procurement officer will notify eligible Proposers of the date and time of the interview and who should be in attendance. Unless otherwise noted, the participation of sub-consultants is at the discretion of the Proposer. The method of presentation is at the discretion of the Proposer.

FINAL CONTRACT

The Final Contract shall include the Draft Contract and the General Specifications set forth herein. However, those documents may not yet include certain terms, including but not limited to the commencement date and the proposed monthly charges, which form part of the basis for Proposer compensation, in that some of the terms are variable or requested in the alternative, allowing the City to choose from any such options as material and integrated parts of the Proposal submitted by the Proposer.

DRAFT CONTRACT

(Terms to be negotiated with successful Proposer)

THIS CONTRACT, is made and entered into this _____ day of _____, 2023 by and between Willard City, a corporation of the State of Utah (hereinafter called the "City"), and _____, a solid waste disposal/recycling company registered to do business in the State of Utah (hereinafter called "Contractor").

WHEREAS, the Contractor has previously submitted a written proposal to provide residential solid waste collection and disposal services within the boundaries of the City and to perform such work as may be incidental thereto; and

WHEREAS, the City desires to have the Contractor perform residential solid waste collection and disposal services under the terms of this Contract;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

The Contractor agrees to provide residential solid waste collection and disposal services to all areas located within the City under the terms of this Contract and the General Specifications, which are attached hereto and, by this reference, made a part hereof.

Contractor agrees to furnish all personnel, labor, **equipment**, vehicles, licenses, permits, and agreements necessary to provide the automated residential solid waste collection and disposal described and outlined in this Contract and the General Specifications attached hereto.

Neither the Contractor nor the City shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God or other contingency beyond the reasonable control of the Contractor or City.

All provisions of this Contract and the attached General Specifications shall be strictly complied with by the Contractor. No amendment to the Contract or the General Specifications shall be made unless in writing and signed by the parties.

The initial term of this Contract shall be for five (5) years commencing on the date of this Contract. The Contract may, at the sole discretion of the City, be extended for two additional terms of three (3) years each, or, for a shorter duration, if agreed by both parties. It shall be the duty of the Contractor to notify the City at least six months before 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 shall be valid only if in writing and signed by the parties.

This Contract contains the entire Agreement of the parties. No prior promises, representations, warranties, inducements, or understanding between the parties regarding the subject matter hereof, not contained herein, shall be of any force or effect.

The parties agree that should either default in any of the agreements contained herein; the non-defaulting party shall be entitled to recover all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

The City agrees to pay, and the Contractor agrees to accept the sum as stated in the Bid Proposal. The fees charged by the Contractor may be adjusted upward or downward on an annual basis to account for changes in the cost of operations as reflected by fluctuations in the Consumer Price Index as agreed upon by the parties. throughout the term of the Contract and any extensions thereof, not to exceed 3 percent annually.

If any provision or part of this Contract shall be declared illegal, void, or unenforceable for any reason, the other provisions and portions shall not be affected thereby but shall remain in full force and effect.

The Contract shall be governed by the laws of the State of Utah, both on interpretation and performance.

This Contract shall inure to the benefit of, and be binding upon, the parties and their respective performance.

Neither party may assign its rights and interests under this Contract without the other party's prior written consent having been first obtained.

The Contractor is to provide City containers or as otherwise agreed by the City and the Contractor. If the Contractor provides the containers, the Contractor shall conduct the initial distribution of the residential customer containers throughout the City. Contractor shall ensure container availability throughout the Contract period.

The City shall pay the tipping fees to the County Transfer Station or other waste disposal site agreed upon by City and site operator.

Contractor agrees to provide proof of insurance, bonding, and any other documentation consistent with the City's contracting Policies.

Terms outlined in the Request for Proposal (see paragraph 8 of the request) and the General Specifications, and all addenda and exhibits, are incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives as of the day and year first herein written above.

By: _____
Mayor, Willard City

By: _____
Contractor

ATTEST:

City Recorder

Approved as to Form:
City Attorney

**GENERAL SPECIFICATIONS RESIDENTIAL SOLID WASTE COLLECTION,
DISPOSAL AND RECYCLING**

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1.00 DEFINITIONS

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

- 1.01 Approved Residential Garbage Containers: Container volume shall consist of 96 gallons, or larger, capacity for residential, park, and other City uses for pickup as approved by the City. Containers to be designed specifically for automated collection and have handles and wheels for easy movement. All containers must have permanently attached, tight-fitting lids. Containers must be manufactured using high-grade recyclable polyethylene materials, integrally colored, with UV inhibitors. Containers must be durable, maneuverable, and safe and meet ANSI standards for automated waste collection. The City reserves the right to approve/reject any proposed containers.
- 1.02 Bulky Wastes: Wastes that are not capable of being contained in the Approved Residential Garbage Containers and/or cannot be picked up by automated collection vehicles, including items such as appliances, furniture, large tree branches, lawn sod, Christmas trees, etc.
- 1.03 City: Willard City

1.04 Commercial Solid Waste: Garbage, Rubbish, Trash, Food Wastes, etc. resulting from the normal activities of commercial users.

1.05 Commercial Users: An enterprise, not a residence, such as a business, association, corporation, manufacturer, hotel, motel, resort, governmental entity, church, school, etc.

1.06 Construction and Demolition Waste: Waste materials and rubble resulting from construction, remodeling, repair, or demolition operations on houses, buildings, structures, pavements, etc.

1.07 Contractor: The person, corporation, limited liability company, or partnership performing residential solid waste and green waste collection, recycling, and disposal under Contract with the City.

1.08 Food Wastes: Animal, vegetable, or mineral wastes derived from the commercial preparation or packaging of foodstuffs.

1.09 Garbage: The animal and vegetable waste or food refuse resulting from the handling, preparing, cooking, or consumption of food.

1.10 Hazardous Waste: Any chemical, compound, mixture, substance or article designated by the United States Environmental Protection Agency or the State of Utah Department of Environmental Quality to be "hazardous" as that term is defined by or under Federal, State or local law.

1. 1.11 Non-processible Waste: Goods and materials which are not residential solid waste and/or are prohibited by the disposal facility. Such items include the following:

- A. Any combustible materials (gasoline, alcohol, diesel, gun powder, etc.)
- B. Hazardous waste of any kind
- C. Any material that, when incinerated, conducts electricity
- D. Explosives
- E. Medical or pathological wastes
- F. Animal or human body part or remains
- G. Any waste materials with free-draining liquids
- H. White goods or appliances
- I. Construction debris, drywall, or non-processible proportions
- J. Large metal objects of any kind
- K. Large sealed containers of any kind
- L. Motor vehicles or related parts
- M. Any item exceeding two feet by two feet by five feet in dimension
- N. Wood having a cross-section exceeding nine inches or five feet in length
- O. Any material that is on fire, "Hot Load."

Non-processible waste shall also include the following: Commercial Solid Waste, Food Wastes, and Bulky Wastes, as defined herein.

- 1.12 Residential Solid Waste: Garbage and Rubbish produced by or resulting from the normal activities of households.
- 1.13 Residential Unit: An occupied dwelling unit such as a home, trailer, or multi-family dwelling of four or fewer units, which located adjacent to a public street. A residential unit shall not include planned residential unit developments, etc. unless otherwise approved by the City. Each unit of a multi-family dwelling shall 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 are absent for 30 consecutive days after notice to the City, whichever period is shorter.
- 1.14 Rubbish: All solid waste except Garbage and Hazardous Waste, including, but not limited to ashes, bedding, cardboard, paper, wood, cans, metal, glass, crockery, rubber, plastic, leather, rags, and yard waste.

2.00 SCOPE OF WORK

The work under this Contract shall consist of the items agreed upon in the Proposal, including supervision, materials, equipment, labor, and all other elements necessary to complete said work under the Contract Documents. The major item of work is weekly collection of Residential Solid Waste and Recycling from all residential units in the City. Collection of waste from any commercial or private industrial establishment is not part of this Contract.

3.00 WORKING CONDITIONS

The Contractor acknowledges that the City is subject to intense inclement weather conditions including, but not limited to snow, high-velocity winds, fog, rain, heat, and flooding and understands they, the Contractor, are responsible for providing solid-waste collection services no matter what the conditions or circumstances, as long as the Contract continues in force. The Contractor is responsible for making all reasonable efforts including, but not limited to, additional trucks, personnel, extended hours, tire chains, etc., to provide consistent, reliable service.

The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, heavy winds, earthquake, or other Act of God, or any other event over which the Contractor has no control. In the case of a natural disaster, extreme weather conditions, human-made event, or Act of God event, the City shall grant the Contractor reasonable variances in routes and schedules as deemed necessary by the Contractor. Also, the City and the Contractor shall negotiate the amounts to be paid to the Contractor for services performed because of the increased volumes resulting from such Act or event.

4.00 COLLECTION FROM PUBLIC SITES

4.01 Public sites are not included in this Contract and, if required, will be established separately from this Proposal.

5.00 MATERIALS COLLECTED

5.01 Materials Collected: The Contractor shall collect Residential Solid Waste, as defined in this document.

5.02 Non-processible and Hazardous Wastes: The Contractor shall not be required to provide haul service for Non-processible Waste. The Contractor will collect no hazardous wastes unless specifically requested by the resident, approved by the City, and agreed to by the Contractor.

6.00 CONTAINERS

6.01 Unapproved Containers: The Contractor shall not be required to collect Residential Solid Waste unless it is in an approved garbage container as defined in Paragraph 1.01, except as otherwise provided for in this Agreement.

6.02 Special Services and Containers: The Contractor shall provide, at no additional cost, special service for disabled persons or senior citizens not able to handle the approved garbage container. Such special services will be researched, directed, and approved by the City Public Works Director.

6.03 Container Location: City shall notify its residents by reasonable means that they are to place all approved garbage containers within two feet of the blacktop, or in the gutter if curb and gutter is present, and at a location that is readily accessible to the Contractor and equipment unless previous arrangements are made between the resident and the Contractor.

6.04 Container Replacement: All containers needing replacement shall be _____ replaced by the Contractor or as otherwise agreed through coordination _____ with the City during the term of this Contract.

7.00 COLLECTION OPERATION

Collection Point. Regular collection points for Residential Solid Waste and _____ Collection from Public Sites shall be as set out in 6.03, above or as _____ otherwise reasonably directed by the City.

1.1. Collection Equipment: The Contractor shall provide enough vehicles approved by the City for regular collection services. Vehicles and equipment shall be kept in good condition and repair, appearance, and in an acceptable

sanitary condition at all times, properly inspected and meeting State and local requirements. Each vehicle shall have the name and telephone number of the Contractor visible on each side. Contractors are to remove any vehicle leaking vehicle fluid from service in the City.

1.2. Hauling: All solid waste hauled by the Contractor shall be enclosed so that leaking, spilling, or blowing of the material is prevented under industry best practices and consistent with Utah law. The Contractor shall use its recycling trucks to collect recyclable materials and transfer them to the recycling center chosen by the Contractor, allowing no material to escape from the truck. If any spillage by the Contractor occurs, the Contractor shall immediately clean up the spilled material. The Contractor shall immediately clean up any fluid leaks emanating from the Contractor's collecting equipment, including, but not limited to, hydraulic fluids and oil, besides any waste spillage.

1.1. Litter: The Contractor shall not litter premises in the process of making

1.2. collections and shall manually retrieve and collect any such litter that occurs. The Contractor shall not be required to collect or clean up material not placed in an Approved Residential Garbage Container or other containers herein described (i.e., larger roll-off containers, etc.).

1.3. Disposal Facility: All Residential Solid Waste collected shall be hauled by the Contractor to the County transfer station as required by regulations. The Contractor shall become familiar with and abide and operate by all rules, regulations, laws, contracts, provisions, etc., related to the use of such disposal facility and the proper disposal of waste materials.

1.4. Collection Schedule for Waste: The Contractor shall prepare and submit for approval by the City a collection schedule, which shall ensure regular weekly collection services throughout the City. Adequate equipment, labor, supervision, and materials shall be provided by the Contractor to start work on the date ordered by the City and to comply with the approved collection schedule. The collection schedule shall show the days of the week on which collection will be made at each residential unit in the various designated collection zones or the City. All regular collections shall be made Monday through Saturday. Adjustments may be made for holidays or emergencies with the prior written concurrence of the City.

Maps and schedules of collection routes and zones shall be provided to the City a minimum of 30 days before the initiation of collection operations or changes in service.

Maps and schedules of collection routes and zones shall show the day for regularly scheduled pickup for each route and zone.

The City shall give prior written approval to all routes, zones, and schedules when established or changed before the Contractor implementation of those changes.

1. Changes in regular collection routes, zones, or schedules shall not be

made more often than once during any six-month period without the written consent of the City.

7.07 Holidays: The following shall be holidays for purposes of this Contract:

HOLIDAYS

New Year's Day	Martin Luther King Jr, Day
Memorial Day	President's Day
Independence Day	Pioneer Day
Labor Day	Columbus Day
Thanksgiving Day	Veteran's Day
Christmas Day	

Contractor shall observe all the cited holidays by the suspension of collection service to the City on that holiday. If collection is made the day immediately following the holiday, no published notice shall be necessary. If early closing of the Box Elder County Transfer Station or other agreed upon Transfer Station, on Martin Luther King Day, President's Day, Columbus Day, Veteran's Day, Juneteenth or other days will affect collection services, the following paragraph applies.

The Contractor shall notify every residential unit in the City of the holiday collection schedule by notice in the City's monthly newsletter or other City-approved means. The notice shall clearly state the new collection date and the zone affected by the new collection schedule.

7:08 Time of Collection: The Contractor shall not commence the collection of refuse in residential areas before 6:00 A.M. nor continue after 8:00 P.M. without the approval of the City.

7.09 City Not Liable for Delay: the City shall not be liable or responsible to the Contractor, or any other person or entity, for or because of any stoppage or delay in the work herein provided for by injunction or other legal, equitable proceedings, or from or by or because of any delay for any cause over which the City has no control. Contractor shall indemnify, defend and hold harmless the City from any claims, demands, damages, fees, fines, complaints, and suits arising from or associated with any delay of collection, which is not the sole cause of the City's action or inaction.

7.10 Commercial Collection: The Contractor may deal directly with business, commercial, industrial, and institutional establishments for waste disposal services. All sums collected by the Contractor from such establishments shall belong to the Contractor as compensation and shall not be counted under this Agreement. The City, however, does not, by this Agreement, purport to grant to the Contractor the exclusive right to collect and dispose of such business,

commercial, industrial, and institutional, commercial solid waste, the same being a matter of negotiation and individual Agreement with the establishments. If the Contractor handles such business, commercial, industrial, and institutional, commercial solid waste, the Contractor shall be required to obtain a City business license and to comply with all applicable ordinances and regulations regarding the hauling and disposal thereof. **Contractor agrees not to co-mingle any business, commercial, industrial, and institutional waste with that collected from residential users, municipal buildings, City parks, and special pickups within the City, nor co-mingle any wastes collected outside the City with those collected under this Agreement.** Contractor shall indemnify, defend and hold harmless the City from any claims, demands, damages, fees, fines, complaints and suits arising from or associated with any such activity set forth within, or implied by, this Section 7.10.

7.11 Books, Records, and Contract Confidentiality: The Contractor shall keep records of wastes collected and delivered to the disposal facility and of the charges therefrom. The Contractor further agrees to furnish to the City, coincident with and as a condition of processing monthly payment requests, a record showing amounts of wastes so delivered and the days of delivery of the same, with truck identification. The City shall have the right to review any records which pertain to said deliveries or to payments due to Contractor. All information so obtained shall be confidential and shall not be released by the City unless expressly authorized in writing by the Contractor.

7.12 Tipping Fees: The City shall pay all tipping fees to the entities approved by the City, as outlined in Exhibit 3.

7.13 Notifications of Violations: The Contractor's employees shall notify property owners of violations of the City's garbage collection and disposal regulations. Notifications shall be given by filling out, and attaching to the garbage can handle, a violation notification form, which shall be approved by the City and provided by the Contractor. The Contractor's employee shall keep a written record of all such notices distributed and shall furnish the same to the City, coincident with and as a condition of processing monthly invoice requests, a monthly written summary of all such notices given.

8.00 CONTRACTOR EMPLOYEES

The Contractor agrees to prohibit any employee from working while under the influence of alcohol, drugs, or when otherwise impaired and to prohibit the drinking of alcoholic beverages by Contractor's drivers and crew members while on duty or while performing their duties under this Contract. Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Contractor's employees who normally and regularly come into direct contact with the public shall wear some means of individual identification such as a name tag or identification card. Contractor's employees driving the Contractor's vehicles shall at all times possess and carry a valid

commercial driver's license issued by the State of Utah having the proper class of license then required to operate the collection vehicle being operated. Contractor's employees, officers, agents, and sub-contractors shall never be allowed to identify themselves or, in any way, represent themselves as being employees or agents of the City. Contractor's employees shall be legal residents of the United States of America or shall have the proper and current legal authority to work within the United States of America.

9.00 COMPLAINTS

It is of the utmost importance that the services delivered under this Contract be provided in a reasonable and responsive and workmanlike manner, consistent with or exceeding existing industry standards, sufficient to develop and sustain adequate public acceptance and support of Contractor's services. As a condition of accepting this Contract, Contractor assures the City that services will be performed in this manner, and that Contractor will also adhere to the following:

9.01 Office: The Contractor shall maintain a local telephone number or such other office facilities through which they can be contacted. Such office or contact point shall have sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular business days, and available to answer phone calls. Such office shall be within a reasonable distance from the City.

The Contractor shall maintain the capability to receive service complaints by telephone, in person, during all regular working hours, and by phone, in person, or by a recorder, at all other times. The Contractor shall furnish the City with after-hours telephone numbers for emergency response.

9.02 Response and Resolution: The Contractor shall resolve all complaints regarding services in a prompt, courteous, and expeditious manner. Whenever the Contractor receives a notification of locations which have not received scheduled services, the Contractor shall provide: 1) same-day collection if the notice is received before 12 ~~5:00~~ P.M. noon, or 2) by 10:00 A.M. the following day, if notice is received after 5:00 P.M. Contractor shall report the disposition of all complaints via telephone, voice message, or email to the designated City representative promptly. Contractor shall make its best effort to pick up the same day.

9.03 Documentation: The Contractor shall maintain a permanent log of all service complaints which will specify the following items as a minimum:

- Name, address, and phone number of the complainant.
- 2. Date and time (hour) the complaint was received.
- 3. Specific nature of the complaint.
- 4. Date and time (hour) the complaint response was made.

5. Date and time the complaint was resolved.
6. Manner in which the complaint was resolved.

The Contractor shall submit a monthly summary of this log to the City coincident with and as a condition of processing monthly payment requests.

9.04 Performance Standards and Penalties: Should the number of verified residential unit missed services per day exceed 2% during any month, the Contractor shall be notified and a penalty equal to \$10.00 times the number of missed services shall be deducted from the Contractor's billing. This penalty is subject to the provisions in Section 3.00 of the Contract.

On the second notice of any verified uncorrected complaint, the City may, at its option, remedy the complaint and assess \$50.00 as liquidated damages, to be deducted from that month's billing. The Contractor and City recognize that the City will suffer damages if the Contractor violates the provisions, that such damages would be difficult to ascertain, and that the sum is a reasonable and agreed estimate of City's actual damages for each such failure of Contractor.

10.00 LAWS, LICENSES AND TAXES

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; however, these General Specifications shall govern the obligations of the Contractor where there exist conflicting ordinances of the City on the subject. The Contractor shall obtain all licenses and permits and promptly pay all taxes required by governmental agencies.

11.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

12.00 INDEMNITY

The Contractor shall unconditionally, and on-demand, indemnify fully and hold and save harmless the City, its officers, employees, agents, howsoever denominated, and all other persons, firms, and corporations, for whose action they may be liable, against and regarding any claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) actions, causes of action, loss of services, expenses and compensation for, or connected with, growing out of any known and unknown damages and claims resulting from any work done in the performance, or failed performance, of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees. The Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, cost, expenses, and attorney's fees arising out of a willful or negligent act or omission of the City, its officers,

agents, servants, and employees.

13.00 INSURANCE

Contractor has and shall maintain a comprehensive general property and general liability insurance policy of at least \$2,000,000.00, with the City as a named insured, to ensure the City from all liability in connection with Contractor's performance of the duties required in this Contract to provide its services for the City. Proof of said insurance shall be provided to the City. In addition, the Contractor shall provide all insurance in the types and amounts required by **Exhibit 1**, which is attached hereto and incorporated herein by this reference.

14.00 BOND

14.01 Performance Bond: Contractor shall execute and deliver to the City a performance bond with a satisfactory corporate surety, conditioned upon the faithful performance of this Contract. The performance bond shall be in the amount equal to 4 months' estimated gross annual revenue and shall be in force for the full term of the Contract.

This Contract shall not become effective until the bond has been delivered to the City and approved by the City Attorney. The City may terminate this Contract at any time if the bond is canceled or the surety thereon relieved from liability. The term of such performance bond shall be the same as the term of the Contract.

The Contractor shall pay the premium for the bond described above.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in this State of Utah.

14.02 Power of Attorney: Attorney-in-fact that signs performance bonds or contract bonds shall file with each bond a certified and dated copy of their power of attorney.

15.00 BASIS OF METHOD AND PAYMENT

Payment shall be based upon the total number and type of cans as determined by the City at the end of each monthly period. Contractor shall submit a written request for payment to the City within ten days after the end of the monthly period for services performed. The City shall pay the Contractor within 30 days after the date the request is submitted.

16.00 TRANSFERABILITY OF CONTRACT

No assignment of this Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City,

which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liabilities and obligations of the Contractor under this Contract.

17.00 OWNERSHIP

17.01 Waste and Recycle Cans: All Residential Solid Waste and Recycling cans shall remain under the ownership of the residents unless otherwise negotiated.

17.02 Recovery: Contractor shall use their best efforts to recover any items which a resident may have inadvertently or unintentionally deposited in a container and, if located, will relinquish possession and title to such resident.

18.00 TERMINATION

18.01 Failure to Perform: The standard for default in performance by the Contractor is one or more of the following:

1. Failure to provide the services indicated for a period in excess of two consecutive scheduled working days.
2. Bonafide complaints or missed services during a month numbering in excess of 2% of the Residential Units each week.
3. Failure to otherwise perform the requirements of this Contract.

18.02 City Remedies: If the Contractor is found in default of performance, the City may take any or all of the following actions or other actions permitted by law:

The City may provide the Contractor with a specified probationary period during which deficiencies outlined in writing are to be resolved to the satisfaction of the City. During this probationary period, the City may withhold 10% of the payment due to the Contractor until deficiencies are resolved.

Employ such means, as the City may deem advisable and appropriate in its sole discretion, to continue work until the matter is resolved and the Contractor is again able to carry out operations under this Contract.

Deduct any expenses incurred by the City from any money then due or to become due to the Contractor and/or, should the City's cost for continuing the operation exceed the amount due to the Contractor, collect the amount due, either from the Contractor or Contractor's surety company or both.

Terminate the Contractor.

File a lawsuit against the Contractor for damages and any other legal or equitable relief allowed by law.

Section 18.02 is not a limitation of remedies available to the City.

Breach of Contract: All terms, conditions, and specifications of the Contract are material, and failure to perform any part of the Contract shall be a breach of contract.

Should the Contractor fail to perform any of his/her contractual obligations, the City may, at its option, terminate the Contract after a 30-day probationary period if the Contractor has not corrected the violation. The prevailing party to any dispute, litigation, or other attempt to enforce or defend one's rights under this Contract, shall be entitled to recover from the other party all attorney's fees and costs incurred.

18.04 Contract Cancellation: This Agreement may be terminated by either party upon one hundred eighty (180) days written notice to the other party for just cause; i.e., work performance. However, each party shall be responsible for performing their respective duties under this Contract during the one hundred eighty (180) day period.

EXHIBIT 1

INSURANCE REQUIREMENTS FOR PARTIES CONTRACTING WITH Willard CITY

CONTRACTOR shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the CONTRACTOR'S Proposal.

I. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits as outlined in The Agreement (**Paragraph 13.00**) but in no event less than:

General Liability: \$2,000,000 combined single limit per occurrence, personal injury, and property damage. \$2,000,000 aggregate for Commercial General Liability is required.

Automobile Liability: \$2,000,000 per occurrence. "Any Auto" coverage is required.

Worker's Compensation and Employer's Liability: Worker's compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.

Professional Liability Coverage: \$2,000,000 combined single limit per claim, \$2,000,000 aggregate.

Excess Umbrella Liability: \$3,000,000

II. SELF-INSURED RETENTIONS

Any self-insured retention, exceeding 5% limit of the policy, must be declared to and approved by the CITY. The insurer may be required by the CITY, at its sole discretion, to either reduce or eliminate self-insured retention as respects the CITY, its officers, official and employees; or the CONTRACTOR may be required to procure a bond guaranteeing payment of losses and related investigations, claims distribution and defense expenses.

III. NOTICE OF INCIDENT OR ACCIDENT

CONTRACTOR shall disclose to the CITY all incidents or occurrences of accident, injury and/or property damage, with an estimated value of \$1,000 or more in ~~damages,~~ ~~that~~ damages that occur as a result of fulfilling this Contract.

IV. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

General Liability and Automotive Liability Coverages

A. Willard City, its officers, officials, employees, and volunteers are to be covered as additional named insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, or volunteers.

B. The CONTRACTOR'S insurance coverage shall be primary insurance in respect and application to the CITY, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees, or volunteers shall be in excess of, and secondary to, the CONTRACTOR'S insurance and shall not contribute with it.

C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, employees, or volunteers.

D. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Worker's Compensation and Employers Liability Coverage

The CONTRACTOR shall maintain its own Worker's Compensation and Employee Liability Coverage and agrees to waive any and all rights of subrogation against the CITY, its officers, officials, employees and volunteers for any and all losses, howsoever denominated, arising from work performed by the contracting party for the CITY.

All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

V. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a “Bests” rating of no less than A-, and in the limits as listed in this document, unless otherwise approved by the City.

VI. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the CITY with acceptable certificates of insurance and with original endorsements affecting coverage required by this document. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The CITY reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

EXHIBIT 2 – WILLARDiHard CITY RFP FORM

Willard City RFP Form

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: _____

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

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

References: Give names of three people with whom you have worked on past projects of similar nature.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____

Email: _____

____Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No: _____ Fax No: _____
Email: _____

Name: _____

Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No: _____ Fax No: _____
Email: _____

Name: _____

Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No: _____ Fax No: _____
Email: _____

Name: _____

Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No: _____ Fax No: _____
Email: _____

EXHIBIT 3 - PROPOSED MONTHLY AND MISCELLANEOUS CHARGES

Please fill in Bid amounts in each of the two (2) numbered areas below in the “Line Item” section of the electronic RFP.

Bid Options	Proposed Rates	Frequency
Solid waste (weekly collection)		
First Waste Container	1)	per month
Additional Waste Container(s)	2)	per month

Fuel Surcharge: Please outline the process/methodology for calculating a fuel surcharge (if applicable), the index used and billing method(s), etc.