

Park City Municipal Corporation

REQUEST FOR PROPOSALS FOR

**Municipal Solid Waste (“MSW”) Collection Services for
the Commercial and Business Sector within the Main
Street Area**

Park City, Utah

**Main Street Area Solid Waste Collection
RFP**

October 2013

OWNER

**PARK CITY MUNICIPAL CORPORATION
PUBLIC WORKS
1053 IRON HORSE DRIVE
P.O. BOX 1480
PARK CITY, UTAH 84060**

REQUEST FOR PROPOSALS
Municipal Solid Waste (“MSW”) Collection Services for the Commercial and Business Sector
within the Main Street Area

Main Street Area Solid Waste Collection
RFP
October 2013

SERVICES CONTRACT NAME: Main Street Area Solid Waste Collection

RFP AVAILABLE: Tuesday, October 8, 2013 at Park City Public Works 1053 Iron Horse Dr.
and on the website www.parkcity.org

A Mandatory pre-submission meeting will be held at **1:30 pm** on **Tuesday, October 15, 2013**, at Park City Public Works, 1053 Iron Horse Dr., Park City, UT

Proposals will be due and opened at **11:00 am** on **Tuesday, October 22, 2013** at the Public Works Office located at 1053 Iron Horse Dr., Park City, UT

SERVICES CONTRACT LOCATION: Main Street Commercial and Business Sector located within Main Street Area

SERVICES CONTRACT DESCRIPTION: Provide the following services for 3 (three) years with an optional 3 (three) year extension (refer to RFP for full description of services to be provided):

- i. MSW Collection and Recyclable materials collection from commercial facilities
- ii. Associated transportation and disposal to an approved disposal and/or recycling site.
- iii. Additional collection of trash containers for Park City Municipal buildings which would include but not be limited to Miner’s Hospital; Education Center; Parks & Golf; PC MARC; Public Works; Police; and Ice Arena. Cost for collection & landfill fees. Frequency of collection will be determined later.
- iv. The Successful Service Provider shall furnish a Performance Bond or Irrevocable letter of Credit to be approved by the City attorney conditioned upon the true faithful performance of the contract in the amount of \$50,000.00.

SERVICES CONTRACT START DATE: December 1, 2013

OWNER: Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060

CONTACT: Blake Fannesbeck, Public Works Operations Manager
blake.fannesbeck@parkcity.org
All questions shall be submitted in writing no later than October 17, 2013

Park City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

**Main Street Area
Solid Waste Collection
RFP
October 2013**

I. Introduction and Scope

The Public Works Department of Park City Municipal is issuing this Request for Proposals (“RFP”) for Municipal Solid Waste (“MSW”) Collection Services for the Commercial and Business sector within the Main Street area. The Main Street area is defined as the commercial businesses located within the area described as follows: beginning at the intersection of Main Street and Deer Valley Drive, then proceeding westerly on Main Street to the intersection of Main Street and 9th Street, then west on 9th Street to the intersection of 9th Street and Park Avenue, then proceeding southerly on Park Avenue to the intersection of Woodside, then proceeding southerly on Woodside to the intersection of King Road, then easterly on King Road to Main Street, then southerly on Main Street to Hillside Avenue, then proceeding easterly along Hillside to Marsac Avenue, then proceeding northward on Marsac Avenue to the intersection of Deer Valley Drive and the point of beginning. These services will include:

- i. MSW Collection and recyclable materials collection from commercial facilities, Billing of Main Street recycling and waste collection fees with reimbursement of fees the HPCA net of \$100/month collection cost.
- ii. Associated transportation and disposal to an approved disposal and/or recycling site.
- iii. Additional collection of trash containers for Park City Municipal buildings which would include but not be limited to Miner’s Hospital; Education Center; Parks & Golf; PC MARC; Public Works; Police; and Ice Arena. Cost for collection & landfill fees. Frequency of collection will be determined later.
- iv. Work with the HPCA through the Trash and Recycling Committee in administration of the contract. Provide a quarterly report with YTD revenues and expenses. Where revenues exceed expenses future price increases to merchants will be adjusted accordingly.

General Information about the Main Street area includes, among others, the following:

- Approximately 300 commercial business license holders generating approximately 1650 tons per year.
- Average weight for loose trash 75 lbs/loose yard
- Average weight per roll off 5¼ tons
- Summit County Landfill tipping fee \$25/ton
- General Use types are Restaurants & Cafes, Bars, Retail, Hotels & Professional
- Main Street area sustainability goals of 25, 50, or 75 percent diversion/recycled
- Promote reduction in air pollution and emission of greenhouse gases

- Reduce the number of individual collection vehicles providing MSW Commercial Collection service in the Main Street area and thereby reduce traffic congestion

The successful Service Provider will be required to sign a “PARK CITY MUNICIPAL CORPORATION SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT” (attached). The project manager is Public Works Operations Manager Blake Fannesbeck. All questions must be in writing to either the project manager at Park City Municipal Corporation, PO Box 1480, Park City, UT 84060 or e-mail at blake.fannesbeck@parkcity.org. **The deadline for questions is 5:00 P.M. Thursday, October 17, 2013.** Park City Municipal Corporation reserves the right to accept or reject any or all bids and waive any irregularities. Price may not be the sole deciding factor.

II. Content of Proposal

Proposals will be evaluated on the criteria listed below. Proposals shall be limited to 5 (five) pages in length.

Minimum Criteria Park City Will Use to evaluate each Proposal Submittal:

- City will use the following minimum criteria to evaluate the proposals submitted and determine the responsibility of each Proposer.
- Has the Proposer provided the information (including pertinent Subservice Provider information) requested in the RFP?
- Does the Proposer possess the ability, experience, capacity, skill, and financial resources and assurance to provide the service?
- Can the Proposer take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Proposer have the character, integrity, reputation, judgment, experience and efficiency required by the contract?
- Has the Proposer performed satisfactorily in previous contracts of similar size and scope; or if the prime Service Provider has not performed a contract of similar size and scope, has it (and/or its team members) otherwise demonstrated its capability to perform the contract, City seeks to establish through this RFP?
- For Proposals to be reviewed, the submitting company must be in good financial standing and be current on all licenses.

III. Evaluation Factors

The factors to be considered in the evaluation of Proposals are listed below. These items are ranked in descending order of importance, in evaluating the Proposals.

1. Cost of Service, lowest cost to City for Collection and/or Diversion-Recycling of MSW. (40%)

2. Qualifications, references, and experience in providing services of similar size and scope. (20%)
3. Proposed Services and Diversion Potential. Evaluation of the proposer’s plan and ability to recycle and/or divert MSW. (20%)
4. Ability to bill approximately 300 commercial businesses. (10%)
5. Capacity, financial strength and ability to obtain bonding and insurance. (10%)

Park City Municipal Corporation reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals shall be public records in accordance with government records regulations (“GRAMA”) unless otherwise designated by the applicant pursuant to UCA §63G-2-309, as amended. The award of contract is subject to approval by City Council.

Service Provider Cost Schedule

Container Size	Frequency per Week						
	1	2	3	4	5	6	7
Toters							
90 gal							
2 Yds							
3 Yds							
4 Yds							
6 Yds							
8 Yds							
Roll offs							
Cardboard Compactor							

Special Services- Pull out & push in containers per stop \$ _____
 Alternate Recycling Program & percentage

Cost Schedule Length of Term _____ Years.

Price Increase/year after initial Length of Term _____%

COMMENTS (Include Recycling/Diversion Plan in Proposal):

IV. Selection Process

Proposals will be evaluated on the factors listed in Section II, Content of Proposal, above.

The selection process will proceed on the following schedule:

- A. A **Mandatory pre-submission meeting** will be held at **1:30 pm** on **Tuesday, October 15, 2013**, at Park City Public Works, 1053 Iron Horse Dr., Park City, UT
- B. Proposals with the title “**Main Street Area Solid Waste Collection Proposal**” clearly written on the front of the sealed envelope will be received by Park City prior to **11:00 am on Tuesday, October 22, 2013** at the Public Works Office located at 1053 Iron Horse Dr., Park City, UT
- C. Proposals will be opened at **11:00 am on Tuesday, October 22, 2013** at the Public Works Office located at 1053 Iron Horse Dr., Park City, UT.
- D. Proposals will be reviewed by the Trash and Recycling Committee prior to Thursday, November 7, 2013.
- E. Offerers may be interviewed if necessary prior to Friday, November 8, 2013.
- F. It is anticipated that City Council will vote on the contract award on or before November 21, 2013.
- G. Contract shall begin December 1, 2013
- H. All Offerers shall guarantee proposals will be good for 90 days from bid opening.

V. Term

The Term of the contract is three (3) years with an option to renew by the City for three (3) additional years. Unless extended by mutual agreement by both parties.

VI. Park City Provided Equipment and Services

City owns the compactors and associated roll-offs. City will provide containers and services to pick up trash in pedestrian containers located in Swede Alley and on Main Street.

VII. Service Provider Responsibilities

General Requirements

- A. Service Provider shall at its expense obtain and comply with all Necessary permits, ordinances and laws. The contract shall also include provisions concerning Independent Service Provider Status, equal employment opportunity, no assignment, disclosure of information and records,

applicable law, and such other terms and conditions as the City may Require.

- B. Service Provider shall be responsible for providing all onsite and offsite equipment, labor and necessary supplies to perform all services under this Contract.
- C. Service Provider shall have all necessary licenses and permits prior to the start of this Contract. Any such fees are the responsibility of the Service Provider.
- D. Hours of operation – No start before 7 A.M. and complete by 7 P.M., Sunday through Saturday.
- E. An earlier start time may be required by the City for special events (i.e. Sundance, Arts Festival).
- F. The Service Provider is responsible for providing all customer service functions including informing customers of current services, handling customer requests and resolving customer complaints.
- G. The Service Provider shall also include, with the proposal a copy of their customer service standards.

VIII. Successful Service Provider Performance Requirements

Monthly Reports

- A. The actual services provided by service location.
- B. A list of scheduled services not completed and the reason for each occurrence.
- C. Any changes that were made in services from the prior reporting period.
- D. Total Volume and weight by user group.
- E. Total volume and weight of all garbage and recyclable materials collected and where those items were transported.
- F. All complaints and resolution.
- G. A description of any vehicle accidents or infractions.

IX. Complaints

Acceptance of Service Provider's work will be determined by the Public Works Operations Manager or his/her designee. Work shall be completed in a responsible manner in accordance with the Contract terms. All complaints must be reported to the Public Works Operations Manager on the date of occurrence.

A written or electronic report shall be filed with the Manager. The report shall contain:

- Service Provider's Identification Number
- Date and time of call
- Customer name, address, and phone number
- Type of complaint of service needed
- Service Provider's determination as to legitimacy
- Details of all complaints deemed legitimate
- Date, Time and action taken to resolve complaint
- Name of responsible contact at Service Provider's location regarding the complaint
- Failure to remedy the cause of any legitimate complaint within 24 hours of the customers call shall be considered breach of the Contract with the City.

X. Non-Performance

Non-Performance by the Service Provider will cause damage to the City by undermining the City's solid waste management and sustainability goals. The City expects high levels of customer service and collection service provisions. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions.

Penalties may be levied if documented in an incident report presented by the City to the Service Provider. Penalties will be assessed monthly by the City on the Service Provider. Disagreements will be subject to the review resolution procedures provided in the contract.

XI. Action or Omission Penalties

- Commencement of commercial collection prior to 7:00 a.m. or continuance after 7:00 p.m. except as expressly permitted. \$100.00 per incident
- Failure to collect spilled materials. Twice the cost of cleanup to the City plus \$1000.00 each incident.
- Leakage from Service Providers vehicles or vehicle contents. \$500.00 each vehicle, each inspection.
- Failure to collect any and all garbage and recyclable materials within one day after notification. \$250.00 each incident
- Collection as garbage of source-separated recycling. \$1000.00 per incident.

- Misrepresentation by Service Provider in records or reporting. \$1,500.00 per incident.
- Failure to make required reports on time. \$500.00 per incident.
- Failure to maintain clean and sanitary vehicles. \$250.00 per occurrence.

The above is not an exclusive list of the acts or omissions for which a penalty may be assessed. Also, the contract shall include provisions detailing those acts and omissions of the Service Provider which shall be considered violations or breaches of contract. The Contract will reserve to the city the right to exercise any and all remedies it may have with respect to these and other violations and breaches. Any schedule of penalties shall not affect the City's ability to terminate the contract for breach.

XII. Termination

City may terminate the Contract after serving 10 days written notice in whole or in part from time to time, whenever they determine that the Service Provider is:

1. Defaulting in performance or is not complying with any provision of the Contract;
2. Endangering the performance of the Contract;
3. Failing to make satisfactory progress in the prosecution of the Contract; or
4. Persistent and repeated failure by Service Provider regarding any obligation under terms of the Contract.

Prior to termination for cause, City will send the Service Provider written notice specifying the cause. The notice will give the Service Provider 14 days from the date the notice is issued to cure the default or make progress satisfactory to City in curing the default, unless a different time is given in the notice. If City determines that default contributes to the curtailment of an essential service or poses an intermediate threat to life, health or property, City may terminate the Contract immediately upon issuing oral or written notice to the Service Provider without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the Contract, the Service Provider must compensate City for additional costs that would be incurred by the City whether the costs are actually incurred or not, to obtain substitute performance.

XIII. Performance Bond

The Successful Service Provider shall furnish a Performance Bond or Irrevocable letter of Credit to be approved by the City attorney conditioned upon the true faithful performance of the contract in the amount of \$50,000.00.

XIV. Park City Municipal Standard Service Provider Agreement

The successful proposer will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is

attached to this RFP. If there is a conflict between the written and numerical amount of the proposal, the numerical amount shall supersede.

XV. Information to be submitted

To be considered, 6 (Six) copies of the proposal must be received at the Park City Public Works Office, 1053 Iron Horse Dr., Park City, UT 84060 no later than **Tuesday, October 22, 2013 at 11:00 am.**

XVI. Preparation of Proposals

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

XVII. Proposal Information

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information. Park City's policy, subject to federal, state and local procurement laws, is to provide reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

B. Procurement Policy. It is Park City Municipal Corporation's policy, subject to Federal and State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers. Local proposals that are within 5% of the low proposal will be extended the opportunity to meet the low proposal. If they do so within 48 hours, they will enter negotiations first.

C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

D. Rejection of Proposals. The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

E. Park City Municipal Corporation reserves the right to change any dates or deadlines.

F. Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancelation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.