

City of Ranson



RANSON

AT THE CENTER OF OPPORTUNITY.

REQUEST FOR PROPOSAL

Trash Collection Services

April 2024

SECTION I

GENERAL INFORMATION TO PROPOSERS

1.1 INTRODUCTION

This Request for Proposal (RFP) provides interested, qualified, & authorized trash collection haulers with information to prepare and submit a Proposal for consideration by the City of Ranson (City) for a 5-year franchise agreement for trash collection services for all properties within the city limits of Ranson, WV. This RFP process is intended to identify potential Contractors with which the City may, in its sole discretion, choose to enter into a Contract for the services as described in the scope of work section of this document. It is expressly understood and agreed that the submission of a Proposal does not require or obligate the City to pursue a contract with any Proposer. All negotiations are subject to the consideration and approval of the City of Ranson, which may, at its sole discretion, accept or reject any proposed contract.

1.2 DEFINITIONS

For the purposes of this RFP, the following terms have the following meanings:

- a) **“City”** shall mean the City of Ranson, West Virginia.
- b) **“Contract”** shall mean the agreement between the city and vendor chosen as a result of this RFP, which addresses the requested goods and services.
- c) **“Contractor”** shall mean the vendor, or its assignee chosen by the City to supply the requested goods and perform the requested services.
- d) **“Proposal”** shall mean the written document submitted to the City of Ranson in response to this RFP.
- e) **“Proposer”** shall mean an individual or business entity submitting a Proposal in response to this RFP.

1.3 RFP DOCUMENT

The information provided herein is intended solely to assist Proposers in the preparation of their Proposals. To the best of the City’s knowledge, the information provided is accurate. However, the city does not warrant such accuracy, and any errors or omissions subsequently determined will not be construed as a basis for invalidating this RFP.

1.4 PRIMARY CONTACT

The primary contact for this RFP is:

Bill Silveous, Public Works Director
312 S. Mildred Street
Ranson, WV 25438
Phone : (304) 725-1010
Fax : (304) 728-8579
Email : bsilveous@ransonwv.us

1.5 ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP, a written addendum will be provided. The City is not bound by any oral clarifications changing the scope of the work for this project. All addenda issued by the City will become part of the official RFP and will be mailed to all registered Proposers for which the City has contact information and is aware of interest in this project.

1.6 LABELING OF PROPOSALS

All proposals must be submitted in a sealed envelope plainly marked, **Trash Collection Services Proposal** with an address of the firm in the upper left-hand corner.

1.7 ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that this contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party. The firm or firms will be an independent service provider for all purposes and no agency, either expressed or implied, exists.

1.8 CONDITIONS OF PROPOSAL SUBMITTAL

- a) The proposal must be signed by a duly authorized official for the Proposing firm submitting the proposal.
- b) No proposal will be accepted from any person, firm or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City Council or City staff.
- c) Only one proposal will be accepted from any person, firm, or corporation.
- d) All proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

1.9 INDEMNITY:

The successful bidder agrees to defend, indemnify, and hold the City harmless from any and all causes of action or claims arising out of or related to the successful bidder's performance of the work scope.

1.10 BOND & SECURITY REQUIREMENTS:

Bonding or security requirements are not required for this scope of work.

1.11 INSURANCE REQUIREMENTS:

The successful bidder shall take out and maintain public liability insurance for injuries, including accidental death to any one person, in an amount not less than One Million Dollars (\$1,000,000); and subject to the same limit for each person; on account of any one accident in an amount of not less than Two Million Dollars

(\$2,000,000); and property damage insurance in an amount of not less than One Million Dollars (\$1,000,000); Contractor's contingent or protective insurance for public liability and property damage in amounts not less than the respective amounts noted above. As provided above, the Contractor shall require all subcontractors, whether primary or secondary, if any, to take out and maintain public liability and property damage insurance in amounts hereinbefore set forth for the Contractor.

Proof of Carriage of Insurance - The Contractor shall furnish the City satisfactory proof of full compliance with all the insurance requirements herein prior to execution of the contract.

All certificates of insurance with respect to liability insurance of any kind shall name the City of Ranson as an additional insured with respect to the performance by the Contractor of the work which is the subject of the contract.

At any such time in the future as Contractor shall be advised of the existence of party or entity that qualifies as an Insured, Contractor agrees promptly to include such party or entity as an additional insured on appropriate Contractor insurance policies.

The full and complete project name shall be shown on the Certificate of Insurance.

Notification of Cancellation of Insurance - Certificates of proof of carriage of insurance shall provide for not less than thirty (30) days' notice of change or cancellation prior to acceptance of the work.

1.12 LICENSING AND TAX REQUIREMENTS:

Contractor must be in compliance with all applicable federal, state, and municipal licensing and tax requirements. This includes, but is not limited to, obtaining and maintaining all necessary business licenses and permits, and registering for and remitting all required taxes, such as business and occupational taxes. Failure to comply with all applicable licensing and tax requirements may result in the disqualification of a Proposal.

1.13 TAX COMPLAINE DURING CONTRACT PERFORMANCE:

During the contract period, the Contractor will be required to maintain compliance with all applicable state and municipal licensing and tax requirements. Failure to maintain compliance with all applicable licensing and tax requirements may result in termination of the contract for cause.

END OF SECTION I

SECTION II

PROPOSAL CONDITIONS

2.1 REJECTION OF PROPOSALS

The City reserves the right to reject, at any time and for any reason, any and all Proposals received as a result of this RFP. The City's intent is to enter into a Contract as a result of this RFP. However, if after reviewing the Proposals received, the City determines that the City should not enter into any Contract, or to enter into a partial or different contract from the Contract contemplated by this RFP, the City will act in accordance with what the City determines at that time to be in its best interest. No Proposer or any other party has any entitlement, interest, or right in this decision by the City, and by submitting a Proposal, acknowledges the City's right to exercise its discretion in this regard without any right of recourse by the Proposer.

2.2 PROPOSAL EVALUATION

Any Proposal that has not met the completeness that is required, as set forth to this RFP, may be rejected.

2.2.1 Review and Evaluation of Proposals

All proposals will be reviewed and evaluated by the City Manager or his designee who shall recommend for selection the Proposer whose Proposal best meets the needs of the City as provided in this RFP. The City may award with or without further discussions.

The City will consider the Proposer's experience and proposed approach to performing the work and will make the award decision based on the likelihood of successful, comprehensive completion of the work coupled with a reasonable price for the services. This criterion will be evaluated by examining the entire proposal, with particular emphasis on "Qualifications," "Proposed Work," and "Costs for Services." The City is under no obligation to award the Proposer submitting the lowest prices, but significant consideration will be given to the prices proposed.

The City reserves the right to consider other factors when evaluating proposals, when such consideration serves the goals and interests of the City.

2.3 DISCLOSURE, OWNERSHIP OF PROPOSAL CONTENTS, AND CONFIDENTIALITY

Technical and price information provided in Proposals will be held in confidence and will not be disclosed, revealed, or discussed with competitors to the greatest extent possible. The Proposal of the selected Proposer will become the basis for any contract entered into and will become subject to the City's provision on public access to records and information.

To the extent a Proposer includes any uniquely proprietary or confidential

information in the Proposal, the Proposer must clearly and unequivocally mark such information. The City will not reveal any such information to any third party, unless required to do so by law.

Proposers must agree to make no other distribution of their Proposal beyond that made to the City.

2.4 RFP PROPOSAL COSTS

The City is not liable for any costs or expenses incurred by any Proposer in the preparation of the Proposal, attendance at any conference, or meeting related to this RFP. The City is not liable for payment of any amount to the selected Proposer until a Contract has been awarded and executed by the City of Ranson and the Contractor has performed services pursuant to the Contract that entitle the Contractor to receive payment under the terms of the Contract.

2.5 PROPOSER

The decision to award a contract will be made on the basis of the Proposer's overall ability to perform and respond to the RFP's requirements to prove a high level of competence in addition to the pricing component of the Proposal.

2.6 SUB-CONTRACTORS

It is intended that a single contractor have total responsibility for the project so as to assure a complete and fully functional project. Therefore, any proposer desiring to use sub-contractor(s) must identify each on a document supplied as an attachment to the Transmittal Letter and titled "Sub-Contractors" included with your Proposal. Include for each sub-contractor, their company's name, the company's principal owners, a description of their involvement in the project, and qualifications for each aspect of the Proposed Solution they will be involved. The sub-contractor(s) cannot be changed after submission of the Proposal except with the written approval of the City.

The Contractor is responsible for all actions, workmanship, performance, and payment for their sub-contractor(s).

2.7 RFP PROCESS

2.7.1 RFP Release

The RFP will be publicly advertised and released in accordance with the applicable laws of the State of West Virginia and the City of Ranson fiscal policies and shall include the notification of the time and place when and where the RFP is due. The RFP may be obtained from:

City of Ranson
City Hall
312 S. Mildred Street
Ranson, WV 25438
Office: (304) 725-1010
Fax: (304) 728-8579
cityclerk@ransonwv.us

An electronic copy may be obtained via the City's website at www.ransonwv.gov or by email from the City Clerk (cityclerk@ransonwv.us). Additionally, the RFP may be mailed to those businesses that are known to be a potential provider of goods and services of the type required by this RFP. Those who the City has mailed the RFP to and those who have requested a copy of the RFP will have access to all information regarding the RFP. The information includes, but is not limited to, any amendments to the RFP, answers to inquiries received regarding the RFP, or changes in the RFP Schedule.

2.7.2 RFP Inquiries/Questions

All questions/inquiries must be submitted in writing via mail or email to the primary contact. The City will review all inquiries received prior to the RFP submittal deadline and will email written answers to all recipients of the RFP. During the review or preparation of the RFP Proposal, if a Proposer discovers any errors, omissions, or ambiguities within the RFP, they should identify them in writing to the City prior to the RFP submission deadline. A site visit can be scheduled with ample notification and is recommended. Contact the Public Works Director to make arrangements should a site visit be desired.

2.7.3 RFP Revisions

Proposal interpretations and addenda clarification may be issued to correct mistakes, answer questions, or resolve ambiguities during the proposal solicitation process. The City shall send any change to or interpretation of this RFP to each firm or individual to whom an RFP has been distributed and the City is aware of. Any such changes or interpretations shall become a part of this RFP and may be incorporated into any contract awarded pursuant thereto.

2.7.4 Economy of Preparation

Proposals should be prepared simply and economically, thereby providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

2.7.5 Proposal Withdrawal

The Proposer at any time up to the RFP Submission Deadline date and time identified in the “Required RFP Schedule” may withdraw their Proposal. If the Proposer desires to re-submit their Proposal, it must be re-submitted by the “Proposal Submission Deadline” as identified in the “Required RFP Schedule”.

2.7.6 Proposer Presentations

A presentation may be needed if there are a number of equally qualified and priced proposals that warrant further review. The City will notify proposers in a timely manner.

2.7.7 Required RFP Schedule

Contractors interested in responding to this RFP should submit three hard copies (one unbound) of their proposal. Proposers must submit proposals no **later than 3:00 p.m. EST, Wednesday, May 8, 2024** to:

City of Ranson
City Clerk
312 S. Mildred Street
Ranson, WV 25438

Important dates relating to this Request for Proposal are listed below:

Release of RFP:	April 19, 2024
Submission of Proposal Deadline:	May 8, 2024
Award of Contract:	Estimated May 21, 2024

2.8 RFP PROPOSAL CONTENT AND FORMAT

2.8.1 Proposal Submission

The City of Ranson must receive all Proposals no later than the Proposal Submission date and time identified in the RFP Schedule. Proposals may be mailed or hand-delivered, but in either case must be received and or postmarked by the specified date and time. **Late proposals may not be considered at the City’s discretion.**

Proposals must contain all Required Documentation as requested by this RFP, otherwise the Proposal will be considered non-conforming and will be disqualified. The Proposer must supply three (3) hard copies (8.5 X 11.0) of the Proposal. The Proposal container must bear the inscription: **Trash Collection Services Proposal** as well as the name and address of the Proposer. The Proposal shall be addressed to the attention of:

City of Ranson
City Clerk
312 S. Mildred Street
Ranson, West Virginia 25438

The City reserves the right to request additional information from any, all or no Proposers after Proposal Submission.

Proposers shall distribute their RFP Proposals only to the City of Ranson. One (1) RFP Proposal must contain the original signature(s) of an official or officials authorized to bind the Proposer to its provisions. Additionally, the authorized signature(s) must appear on company letterhead.

In case of a difference between written words and figures in a Proposal, the amount stated in written words shall govern. Alterations or erasures are discouraged, but if present, must be crossed out and the corrections printed in ink or typewritten adjacent thereto. Each person signing the Proposal must initial each such correction.

2.9 PROPOSAL ORGANIZATION

Proposals must be organized in the following order of sections:

Section I **Introductory Letter**

The Proposal must include the name, title, address, telephone number, fax number, and email address of one (1) or more individuals who will serve as Proposer's contact for purposes of this RFP. The Proposer shall fully disclose details regarding its legal identity, i.e., corporation, partnership, etc. If the Proposer is a partnership, all partners must be named regardless of status, activeness, or percentage of ownership.

Section II **Proposer Qualifications**

The Proposer must describe its qualifications and experience in providing the work described in this RFP. Experience should include examples of performing similar or related services. This includes details as to the type of services and approximate dates of service delivery.

The City reserves the right to approve all persons assigned to the project. No contract awarded pursuant to a proposal submitted in response to this RFP may be assigned, either in whole, or in part, without first receiving written consent from the City.

The Proposer must submit three (3) references of similar engagements during the last three (3) years. The references must have had experience with the Proposer similar in scope to those described in the RFP. The Proposer must name a contact person and contact information for whomever is responsible for the review at each provided reference.

Section III **Licensing**

Proposers must provide the following documentation with their proposals:

- A copy of their current state and municipal business licenses
- A copy of their current state and municipal tax registration certificates

Section IV Proposed Work

The proposal should contain a detailed statement of the respondent's understanding of the scope of services required under this RFP. The proposal should also contain an explanation of the respondent's ability to execute the requirements and achieve the objectives of this RFP. The proposal shall address separately each of the major tasks or activities to be achieved.

Section V Costs to the City of Ranson

The Proposer will fully describe all costs the City and its residents will incur as a result of accepting your Proposal.

By participating in this RFP and if your Proposal is selected, the Proposer agrees and indemnifies that the City is not responsible for any costs related to the creation or submission of a Proposal answering this RFP.

Section VI Costs for Services

Proposals must include pricing information that delineates the costs associated with providing services being requested under this RFP. The schedule should include the following:

- a) A Schedule of costs that itemizes the requested services of this RFP and the cost to the city for each service required under this RFP.
- b) A schedule of pricing reflective of both an exclusive and non-exclusive agreement for residential trash collection on a per account basis billed to individual residents and managed by the Contractor.
- c) Commercial collection pricing presented in a non-exclusive arrangement context only.
- d) A proposed schedule, route plan, and types of services offered (e.g., recycling, yard waste collection).

Should the City enter negotiations with a successful Proposer that results in a revision to the scope of services in this RFP, the fees may correspondingly be negotiated to reflect the changes.

Section VII Response to General Conditions

- a) Proposal Conditions or Limitations:
Proposals that set forth conditions or limitations to those set forth in the RFP may be considered non-responsive and, therefore, may be rejected. Notwithstanding any other provision of this RFP, the City reserves the right to reject any or all proposals, to waive any defects or informalities, to negotiate with respondents, and to accept the proposal deemed to be in the best interest of the City.
- b) Proposal Interpretations and Addenda
Clarification may be issued to correct mistakes, answer questions, or resolve ambiguities during the proposal solicitation process. The City

shall send any change to or interpretation of this RFP to each firm or individual to whom an RFP has been distributed. Any such changes or interpretations shall become a part of this RFP and may be incorporated into any contract awarded pursuant thereto.

- c) **City's Right of Withdrawal of RFP**
Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice.

END OF SECTION II

SECTION III

REQUIREMENTS OF GOODS AND SERVICES

3.1 SCOPE OF SERVICES – GENERAL

The City of Ranson invites proposals from qualified and authorized trash collection haulers for a 5-year franchise agreement for trash collection services within the city limits. The purpose of this RFP is to establish a contract(s) with one or more service providers that can offer reliable and cost-effective trash collection services for the residents and businesses of Ranson.

The selected hauler(s) will be responsible for providing comprehensive trash collection services, including but not limited to:

- Residential trash collection
- Commercial trash collection (in a non-exclusive context)
- Recycling services
- Bulk item collection
- Proposal Requirements

Innovation and Sustainability: Detail any innovative approaches or technologies that will be used to improve service quality and environmental sustainability.

Based on the Proposers professional experience, if services beyond the general guidelines are recommended, those services should be adequately noted in the Proposal.

3.2 PROJECT MANAGEMENT

Key Personnel

- a) The Contractor's Project Manager shall oversee the performance of services and shall be the primary point of contact for services performed under this Contract. The Contractor's Project Manager shall be available to meet with the City's representative to discuss progress or problems as the need may arise.

END OF SECTION III

End of RFP