

**TOWN OF ERWIN
REQUEST FOR PROPOSALS
SOLID WASTE AND RECYCLING COLLECTION SERVICES FOR
RESIDENTIAL CUSTOMERS**

Point of Contact: Snow Bowden

Email: townmanager@erwin-nc.org

Fax: (910)897-5543

Office: (910)591-4200

DEADLINE FOR SUBMISSION OF PROPOSALS:

10:00 A.M., Tuesday February 23, 2021

**TOWN OF ERWIN
REQUEST FOR PROPOSALS
SOLID WASTE COLLECTION and RECYCLING SERVICES FOR
RESIDENTIAL CUSTOMERS**

I. REQUEST FOR PROPOSALS

A. Request

The Town of Erwin, North Carolina ("Town") is seeking proposals from qualified firms to provide weekly collection of residential solid waste from residential customers utilizing Contractor provided ninety-five (95) gallon roll-out containers and residential recyclables utilizing Contractor provided ninety-five (95) gallon carts. Respondents ("Proposers") to this Request for Proposals ("RFP") shall submit to the Town of Erwin a proposal, which will address the various components as set forth in this RFP. The proposal shall serve as a "fee proposal," and the Town may select a Proposer to negotiate with and attempt to reach a final agreement ("Contract") or reject all proposals and re-start the RFP process. The Town is not obligated to enter into a Contract with any Proposer, and if negotiations are not successful with the first Proposer selected by the Town, the Town may then select another Proposer and initiate negotiations with that Proposer. If the Town and a Proposer agree on a Contract, the Proposer will then be deemed the Proposer.

B. Obtaining a Request for Proposal

This RFP is available to all qualified firms that request a copy up to the closing date/hour of submission. Copies of this RFP can be obtained from the Town of Erwin Town Manager's Office, 100 West F. Street, Erwin, NC or by calling (910)591-4200

C. Questions

All questions regarding this RFP, the services identified herein, or any request for additional data or information must be submitted in writing at least seven days prior to the date the proposals are due. All questions **must** be sent to Snow Bowden, Town Manager, Town of Erwin, P.O. Box 459, 100 West F Street, Erwin, North Carolina 28339, fax number (910)591-4200 or via email to townmanager@erwin-nc.org. All questions will be answered in the form of a RFP Addenda, which will be distributed to all Proposers.

D. Submission of Proposal

To receive consideration, an original and two (2) copies of the proposal shall be submitted to the Town of Erwin **no later than 10:00 A.M, Tuesday, February 23, 2021**, at which time all proposals will be publicly opened and distributed to Town personnel for evaluation. The time/date recorder located in the Town Manager's Office will be used to record the official time of receipt. The outside of the sealed envelope shall be marked **Solid Waste Collection and Recycling Services for Residential RFP**. Late submissions will not be considered. They will be returned unopened to the sender.

II. SUMMARY

Currently, the population of the Town is approximately 4500 residents with approximately 2,000 residential customers to be served under a mandatory solid waste collection system. This RFP proposes the use of contractor provided rolling ninety-five (95) gallon poly carts (roll-outs) for Trash and contractor provided sixty-five (95) gallon carts for Recycling.

The intent of the RFP is to provide mandatory weekly curbside solid waste collection services and once a month recycling collection for all residential units with an exclusive Proposer performing all of the collection services. The Town will take the appropriate action under the current law to ensure the exclusive nature of the proposed Contract.

Proposers' proposals based on this RFP will be the basis to enter into negotiations for the mandatory residential solid waste and recycling collection and transportation.

III. TERM OF CONTRACT

A. It is the Town's intent to enter into a single, exclusive Contract with a selected Proposer to provide collection, transportation of residential solid waste and recycling, as defined in this RFP. All municipal solid waste (MSW) shall be delivered to the Harnett County Transfer Station where there is no charge for disposal of the MSW. The Town will enter into a Contract with the Proposer the Town determines to be in the best interests of the Town. This contract will begin July 1, 2021.

B. The fee proposal, as submitted by the Proposer, shall serve as the basis from which negotiations will commence, if required, become the final unit price under the Contract for the initial term of the Contract.

C. The Contract shall commence upon the date of execution of the Contract by both parties and extend for an initial period of five (5) years ("Initial Term"). The Contract shall be renewable for successive five (5) year terms (each a "Renewal Term") upon the mutual agreement of the parties. Notice of intent to renew shall be made in writing at least three (3) months prior to expiration of the Initial Term or a Renewal Term, whichever is applicable. The Town and the selected Proposer shall re-confirm or re-negotiate the unit rates prior to any Contract renewal. Any amendment or modification of the Contract shall be null and void, unless it is contained in a writing signed by both parties.

IV. PROPOSAL FORMAT

The proposal shall include the following:

A. Letter of Transmittal

The letter of transmittal accompanying any proposal shall be addressed to the Town of Erwin, P.O. Box 459, 100 West F Street, Erwin, N.C. 28339 and must, at a minimum, contain the following:

1. Identification of the Proposer, including name, address, telephone number, fax number, and e-mail address;

2. Location of the office from which service will be provided, including hours of operation; and
3. The signature of an officer of the Proposer authorized to bind the Proposer.

B. Responsiveness to Town's Request

The proposal shall include the Proposer's detailed concept for the provision of all services identified herein.

C. Proposer's Experience

The proposal must include a demonstration of the Proposer's knowledge and experience related to the types of services identified in this RFP. This should include a list of similar projects and a description of the Proposer's general organization and names of key personnel, indicating the depth and quality of experience of such personnel.

A minimum of three references shall be provided, which shall include the following: (1) identification of each reference, (2) a contact person at the reference, and (3) the reference's mailing address and telephone number. All references shall be from similar projects done by the personnel to be involved in providing service under this RFP. All of the references shall be units of government.

D. Project Team

The Proposal shall include the identification and organization of the team proposed to be assigned to this Contract, including individual resumes and the specific areas of responsibility of key personnel, with an emphasis on both breadth of experience and experience on similar projects. The same information shall be included for any subcontractors proposed to be involved in any work under this Contract.

E. Executive Summary

All proposals shall include a brief overview of the entire proposal and highlights of the key aspects of the proposal. In the executive summary, please confirm the receipt of any RFP addenda received and considered during the development of your proposal.

F. Exceptions to this Request for Proposals

Any changes from the provisions of this RFP that are desired by the Proposer shall be specifically noted in the proposal submitted.

G. Conflict of Interest Information

Information on possible conflicts of interest shall be provided in the proposal. Such information will be taken into account in making a decision on the selection of the Proposer to perform the services. Should a conflict of interest arise during preparations for or while undertaking these services, the Proposer shall immediately advise the Town of such conflict.

H. Financial Information

Proposer shall submit a financial statement in accordance with the Generally Accepted Accounting Principles as part of its proposal.

I. Fee Proposal

The fee proposal (Attachment A), which shall be completed. The proposal must list all fees or charges that may be levied to the Town in connection with the collection of residential solid waste. The fee proposal shall then become the basis from which the **negotiations** will commence, if required. The Town's selection of a Proposer shall be based upon a qualifications-based analysis in general conformance with the evaluation criteria.

V. PROCESSING OF PROPOSALS

A. Mandatory Pre-proposal Meeting:

A mandatory pre-proposal meeting shall be held at 11:00 a.m. **on Thursday, February 11, 2021 at Town Hall, Town of Erwin, 100 West F Street, Erwin, N.C.**

A. Fee Proposal

The Fee Proposal (Attachment A), submitted with the proposal, shall enumerate the proposed unit fees for the services to be rendered to the Town under the first year of the Contract. The unit fees will then become the basis from which negotiations will commence, if required, after Town Board of Commissioners has granted approval to negotiate with the Proposer(s).

B. Rejection of Proposals

The Town of Erwin reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) the Town determines in its sole judgment to be in the best interests of the Town.

C. Time Frame

The Town expects the Proposer to maintain the contracted time frames. Any failure to maintain the time frames established in the Contract shall constitute a breach of the Contract.

D. Town Not Liable for Any Pre-contractual Expenses

In no event shall the Town be liable for any expenses incurred in the preparation of a Proposer's proposal or any other expenses incurred prior to execution of a Contract by both parties. Pre-contractual expenses include, but are not limited to, the following:

1. Expenses related to preparing and submitting a proposal to the Town;
2. Expenses related to negotiations with the Town, including without limitation negotiation regarding any mailer related to the contract terms, professional fees, and schedule; and
3. Any other expenses incurred by the Proposer prior to entering into a Contract with the Town.

F. Notification of Successful Proposer(s)

Proposers shall be notified as soon as possible by the Town following approval by the Town's Board of Commissioners of the Proposer with which the Town may commence negotiations. In the event that the Town is unable to negotiate a Contract with the first selected Proposer, negotiations will be terminated by the Town, and negotiations will commence with the next Proposer on the list and continue until either a Contract is executed or the Town rejects all proposals.

G. Notification of Unsuccessful Proposers

The Town shall notify unsuccessful Proposers as soon as possible after execution of a Contract with the successful Proposer(s). It is estimated that the selection process will take ninety (90) days or less.

H. Selection of Proposer

1. Qualifications

The Proposer shall be a single firm and must show evidence of its technical capability in the services identified in this RFP. The Proposer shall also be knowledgeable concerning all applicable federal, state, and local laws, regulations, and ordinances. Work shall be done in conformance with current professional practices in the State of North Carolina.

2. Criterion for Selection of Proposer to Negotiate an Agreement

The Town will analyze the following criterion in selecting a Proposer:

1. Unit Cost
2. Experience with related programs
3. References and financial stability
4. Completeness of the proposal
5. Ability to meet expected start-up date of the program

VI. Operations - Location and Frequency of Collection

A. Single Family Residential Collection

All collections made by the Proposer for any Town resident other than a physically disabled resident shall be made at **curbside from the streets**, except where special circumstances warrant otherwise, which must be approved by the Town. The Town shall require owners to deliver receptacles (95 and 95 gallon poly cart/roll out) to the curbside for collection and return empty receptacles from the curbside to the usual place of storage.

Physically disabled persons may request in writing to receive service whereby their waste containers (poly cart/roll out) are moved by the Proposer from a convenient location to the curbside for pickup. The resident will not incur any additional cost for this service. The Town will furnish the Proposer with a list of all physically disabled residents requiring this service.

All Municipal Solid Waste will be delivered to Harnett County Transfer Station. Recyclables shall be delivered to an approved processor. Include statement on any processing fees or payment to Town for recyclables.

B. Weekly Collection

The collection of MSW and recyclables from all residential units shall be conducted once each week for MSW and every other week for recyclables on schedule established by Town.

C. Hours of Collection

Normal hours of collection shall be as specified below. Exceptions will be approved by the Town only when necessary to complete collection of a route due to unusual circumstances.

1. Residential collection from single family units shall be between the hours of 6:00 a.m. to 8:00 p.m.

D. Holidays

When the regular pick-up falls on a holiday, herein defined as New Years Day, Thanksgiving Day, and Christmas Day, (or any day the Harnett Transfer is closed) the pick-up shall be made on the following day, unless otherwise authorized by the Town.

E. Missed Collections

In the event that a regularly scheduled collection is missed and a complaint is received by either the Town or the Proposer, a special collection of the solid waste will be required of the Proposer within twenty-four (24) hours of receipt of complaint. Proposer will have enhanced electronic method to communicate with Town that will maintain records of communications and provide record producing capabilities.

In the event of missed pickups due to acts of God, weather, or events outside the control of the Proposer, pickup will be made as soon as possible when conditions are safe to continue service.

VII. Operations

A. Notices to Customers

The Proposer shall cooperate with the Town to inform all residents and customers about relevant complaint procedures, rate and billing procedures, collection regulations, days and hours of scheduled collection service, and any other relevant notices. In addition, the Proposer shall provide the Town with any information the Town requests.

B. Necessary Equipment and Containers; Repair and Maintenance

1. Proposer shall provide an adequate number of vehicles to collect solid waste in accordance with the Contract. The vehicles shall be licensed in the State of North Carolina and shall be operated in compliance with all applicable state, federal, and local laws, regulations, and ordinances. The vehicles shall be manufactured and maintained to conform to the appropriate American National Standard Institute's specifications. Each vehicle shall bear, at a

- minimum, the name and website of the Proposer, which shall be plainly visible on both sides of the vehicle.
2. The Proposer shall properly maintain all Proposer-owned collection equipment, vehicles, and recycling containers and endeavor to keep the same serviceable. When they are no longer serviceable, such items of equipment shall be replaced with equipment in proper operating condition.
 3. The Proposer will perform all maintenance and repairs at its own expense on Proposer-provided containers and equipment in order to keep such in proper operating condition. The Proposer shall maintain, repair, or re-paint a container upon the reasonable request of the Town. The Proposer is entitled to seek restitution for all maintenance or repairs occasioned by the negligent or intentional acts of third parties from such responsible third party, and the Town shall not be liable for any damages or expenses related thereto.
 4. The Town shall have the right to inspect all vehicles, equipment, and containers used by the Proposer in carrying out the requirements of this RFP. Proposer shall promptly correct all violations of any Town ordinances or state or federal laws.

VIII. Billing and Customer Service

A. Invoices

The Proposer will bill the Town for residential customers on a monthly basis. The Town shall make payment of the full amount due under the invoice within thirty (30) days of receipt of an invoice. The initial customer count shall serve as the basis for calculating the invoice for the first month of service under the Contract. The Town shall maintain a list of addresses that have been provided a 95 gallon roll-out poly cart for service. This information will be provided to the contractor on a monthly basis. The Proposer shall verify the information and use the agreed upon monthly total at the time of the invoice as the basis for calculating the amount the Town owes the Proposer under the Contract. The Town and Proposer shall cooperate in providing the necessary information and billing on a timely basis so that payment may be made.

B. Complaint Procedure/Process

The Proposer shall employ a sufficient number of personnel to answer and respond to all complaints from the public concerning the Proposer's service. Proposer shall equip the office with a telephone system providing a local phone number that shall include an automatic telephone answering device or service for receiving complaints from the public during non-business hours. Proposer shall also secure and keep a telephone listing in the telephone directory as soon as possible. All complaints shall be promptly investigated within one (1) business day of receipt and resolved as quickly as feasible. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be responded to no later than the following business day. Proposer shall have available at all times competent personnel who shall have authority to represent the Proposer

IX. Additional Terms and Conditions

Additional terms and conditions that will become a part of the Contract are included in Attachments A and B to this RFP.

ATTACHMENT A
Fee Proposal for Solid Waste and Recycling Collection Services

FEE PROPOSAL

Proposed fees must be complete and should include at least collection, transportation, processing fees and containers. The final fee must be guaranteed for at least twelve (12) months after the Contract execution date.

Residential Solid Waste Service (95 Gallon Container)

Weekly Collection of one (1) 95 Gallon Poly Cart Roll- Container (each) for trash emptied one time per week and one ninety-five gallon cart each emptied once per month for recycling

\$ _____ per month for trash (each)

\$ _____ per month for recyclables (each)

Alternative A. Residential Solid Waste Service (95 Gallon Container)

Weekly Collection of one (1) 95 Gallon Poly Cart Roll- Container (each) for trash emptied one time per week and one ninety-five gallon cart each emptied twice per month for recycling

\$ _____ per month for trash (each)

\$ _____ per month for recyclables (each)

Alternative B. Residential Solid Waste Service (95 Gallon Container)

Weekly Collection of one (1) 95 Gallon Poly Cart Roll- Container (each) for trash emptied one time per week and one ninety-five gallon cart each emptied every other week for recycling

\$ _____ per month for trash (each)

\$ _____ per month for recyclables (each)

Date: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail: _____ Website: _____

Authorized Signature: _____

Name and address of Parent Company (if applicable):

ATTACHMENT B

LEGAL TERMS AND CONDITIONS

Upon award and prior to commencement of Services, the selected Proposer must agree to a Contract that contains the following terms and conditions:

(a) **Contract.** The binding agreement ("Contract") entered into by the Town and selected Proposer shall consist of this RFP, including its Attachments, the proposal submitted by Proposer not inconsistent with the RFP, and all supplemental, general, or special conditions (collectively, the "Contract Documents"). If there is a conflict between the Proposer's proposal and the terms of the RFP and its Attachments, the terms of this RFP, including its Attachments, shall control and be binding and enforceable against the Proposer.

(b) **Term of Contract.** The initial term of the Contract will be for a period of five (5) years. The parties hereto may, by mutual consent within 90 days of the expiration date of the term, extend the term of the contract for an additional 5 years.

(c) **Proposer's General Duties.** The Proposer shall, without limitation:

- (1) Comply with any and all federal, State, or local laws, ordinances, codes, rules, regulations, guidelines, or orders that now or may in the future become applicable to Proposer or to the Services ("Applicable Laws");
- (2) At all times during the term of this Contract, including any extension(s), procure and maintain all licenses and permits required for the performance of the Services;
- (3) Satisfactorily complete all required annual state inspections;
- (4) Comply fully with all Applicable Laws imposed under or established by the Occupational Safety and Health Act of 1970;
- (5) Be and remain an "Equal Opportunity Employer" and comply with all federal, state, and local affirmative action requirements;
- (6) Follow employment policies that meet the requirements of the Fair Labor Standards Act and comply with all applicable regulations of the U.S. Department of Labor;
- (7) Collect and pay over to any and all federal, state, and/or local taxing authority(ies) all applicable taxes, fees, and assessments in connection with the provision of the Services;
- (8) At all times during the term of this Contract, including any extension(s), provide to Town on a reasonable basis a report describing the Services in such detail as requested by Town from time to time in its sole discretion;
- (9) Furnish all personnel with uniforms satisfactory to the Town;
- (10) Ensure that all personnel wear or possess proper identification;

- (11) Demonstrate a viable chain of command and provide points of contact at each level for Town;
- (12) Maintain a quality control program satisfactory to Town;
- (13) Maintain standard operating procedures, which shall include, but not be limited to, defined routines, routes, and inspections;
- (14) Implement written work schedules for the Services;
- (15) File an incident report with Town whenever an accident occurs during performance of the Services; and
- (16) Furnish documentation of compliance by Proposer with the above requirements promptly to Town upon its request therefore.

(d) **Insurance.** The selected Proposer must provide a Certificate of Insurance confirming the minimum coverage and requirements noted below. Proof of this coverage must be included as part of bid package. Certificates must also be furnished for all subcontractors supporting this Contract. The Proposer shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations are performed by the Proposer itself, by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amounts of such insurance must meet or exceed the following amounts:

- (1) Public Liability Insurance in an amount of \$1,000,000 for Bodily Injury/Property.
- (2) Damage to any one person and subject to the same limit for each person, in an amount not less than \$2,000,000 Total Policy Limit or Aggregate.
- (3) Automobile Liability in the amount of \$1,000,000.
- (4) Overall Umbrella liability in the amount of \$10,000,000.
- (5) The Proposer shall provide and maintain during the life of this Contract Worker's Compensation Insurance for all employees employed at the various sites connected with this contract as required by North Carolina law.

The Proposer shall furnish such additional special insurance as may be required by the General Statutes of North Carolina for the services provided. All insurance premiums shall be paid solely by the Proposer. Each Certificate of Insurance shall add "Town of Erwin, N.C." as an additional insured on the liability policies. Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount, or coverage eliminated without thirty (30) days written notice of such alteration or cancellation to the Town, sent by registered mail or overnight commercial courier with delivery confirmation.

(e) **Governing Law.** The Contract Documents are made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this contract, its situs and forum, shall be Harnett County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

(f) **Subcontracting.** The Proposer may subcontract performance under the Contract only with the prior written approval of Town.

(g) **Care of Property.** The Proposer agrees that it shall be responsible for any negligence the proper custody and care of any property furnished by the Town to the Proposer for use in connection with the performance of this Contract. The Proposer must reimburse the Town for loss or damage of such property where negligence on part of the Proposer occurs.

(h) **General Indemnity.** The Proposer shall hold and save the Town, its officers, agents, and employees harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Proposer in the performance of this Contract that are attributable to the negligence or tortious acts of the Proposer.

(i) **Performance.** The Proposer will perform its services in full compliance with the terms of the Contract Documents.

(j) **Complaints.** The Proposer will implement a complaint response process satisfactory to the Town in accordance with Section VIII.B. above.

(k) **Termination.**

(1) The Town shall have the right to terminate this Contract if the Proposer is in default or breach of its obligations hereunder. If Town determines that Proposer is in default or breach, the Town will give written notice (return receipt requested) specifying the default or breach. Upon receipt of such notice, the Proposer may correct or cure such default or breach to Town's satisfaction within 15 days of receipt of such notice. If Proposer fails to so correct or cure the default or breach within the allotted time, the Town may terminate the Services immediately without further notice.

(2) This Agreement may be terminated by Proposer, with or without cause, at the end of the initial term or any extension(s) thereof, by giving at least ninety (90) days advance written notice to Town prior to the expiration of the initial term or any extensions thereof.

(l) **Unavoidable Delays.** If and to the extent that either Proposer or Town's performance of any of its obligations pursuant to this Contract is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, or any other similar cause beyond the reasonable control of such party (each, a "Force Majeure Event"), then the non-performing, hindered, or delayed party shall be excused for such non-performance, hindrance, or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues; provided, that such party continues to use commercially reasonable efforts to re-commence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans, or other means. The party whose performance is prevented, hindered, or delayed by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event and the expected date re-commencing performance. Notwithstanding the provisions set forth in this paragraph, if the party prevented from performing fails to re-commence performance within fourteen (14) days, the Town may terminate this Contract without penalty effective upon delivery of notice to Proposer.

