



**TOWN OF LANDIS
REQUEST FOR PROPOSALS
SOLID WASTE COLLECTION SERVICE**

Point of Contact:

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DEADLINE FOR SUBMISSION OF PROPOSALS:

MAY 1, 2019 4:00 PM BID OPENING

**TOWN OF Landis
REQUEST FOR PROPOSALS
SOLID WASTE COLLECTION SERVICES FOR
RESIDENTIAL CUSTOMERS**

I. REQUEST FOR PROPOSALS

A. Request

The Town of Landis, North Carolina ("Town") is seeking proposals from qualified firms to provide weekly collection of residential solid waste from residential customers utilizing a ninety-five (95) gallon roll-out containers and dumpsters varying in size to be placed as designated by the town. Respondents ("Proposers") to this Request for Proposals ("RFP") shall submit to the Town of Landis 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 Provider. When conflicts exist as to the type, size, or frequency of collection, the Town Manager or his/her designee will make the final determination based on the Contract and Town's Solid Waste Ordinance.

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 at 312 S. Main Street Landis, NC 28088. This RFP shall be posted and made available on Town of Landis website.

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 five days prior to the date the proposals are due. All questions must be directed to Brandon Linn, Assistant Town Manager, 312 S. Main Street Landis, NC 28088, phone number 704.857.2411, or via email to blinn@townoflandis.com. 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 three copies (3) copies of the proposal shall be submitted to the Town of Landis, Assistant Town Manager: Brandon Linn, **no later than 5:00 P.M., Wednesday, May 1, 2019**, at which time all proposals will be 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 Services for Residential RFP # 2019-01."** All proposals will be held in confidence until a Contract has been executed or the Town Council has rejected all proposals. Late submissions will not be considered. They will be returned unopened to the sender. **All proposals must be sealed, mailed or hand delivered. Any proposals sent via email will be rejected.**

II. SUMMARY

The population of the Town is approximately 3,900 with approximately 1,505 residential households to be served under a mandatory solid waste collection system. This RFP proposes the use of rolling ninety-five (95) gallon poly carts (roll-outs) for single family residential units and/or dumpsters varying in size to be located as designated by the Town.

The intent of the RFP is to provide mandatory weekly solid waste collection services for all residential units with an exclusive provider 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.

The Town has established an initial customer count. Once a Proposer and the Town enter into a Contract, the Proposer and the Town will each appoint a representative to conduct a joint Town-wide count of the total number of residential units in the Town. This initial count of the total number of residential units shall serve as the basis for calculating the amount the Town will pay the Proposer under the Contract

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

III. TERM OF CONTRACT

A. It is the Town's intent to enter into a single, exclusive Contract with a selected Provider to provide collection, transportation, and disposal of residential solid waste, as defined in this RFP. The Town will enter into a Contract with the Provider the Town determines to be in the best interests of the Town.

B. The fee proposal, as submitted by the Proposer, shall serve as the basis from which negotiations will commence, if required, and 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 either three (3) or five (5) years ("Initial Term"). The Contract shall be renewable for successive one (1) 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 Provider 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 Landis, Brandon Linn, P.O. Box 8165 Landis, NC 28088 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 Provider's detailed concept for the provision of all services identified herein.

C. Provider’s Experience

The proposal must include a demonstration of the Provider’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 Provider'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.

Provider shall list all Subcontractors that may be used for this Contract. The information requested above shall also be provided for all Subcontractors.

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 Provider to perform the services. Should a conflict of interest arise during preparations for or while undertaking these services, the Provider shall immediately advise the Town of such conflict.

H. Financial Statement

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

V. PROCESSING OF PROPOSALS

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 the Town Council has granted approval to negotiate with the Proposer(s).

B. Rejection of Proposals

The Town of Landis 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 Provider 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 Provider'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 Provider 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 Council of the Proposer with which the Town may commence negotiations. The Town estimates that it will be approximately thirty (30) calendar days between the date on which proposals are due and the date on which the Town Council authorizes Town staff to begin negotiations with the top ranked Proposer. 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 thirty (30) days or less.

H. Selection of Provider

1. Qualifications

The Provider shall be a single firm and must show evidence of its technical capability in the services identified in this RFP. The Provider 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 Provider to Negotiate an Agreement

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

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 Provider for any City 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 (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 Provider from a convenient location, as provided by Town Ordinance, to the curbside for pickup. The resident will not incur any additional cost for this service. The Town will furnish the Provider with a list of all physically disabled residents requiring this service.

B. Weekly Solid Waste Collection

The collection of solid waste from all residential units shall be conducted at least once each week, unless the Town and the Provider agree otherwise with respect to the dumpsters located at Town-designated dumpster units.

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 7:00 a.m. to 8:00 p.m., Monday through Friday.
2. Town-designated collection from dumpsters at Public Works facility or other designated locations shall be between the hours of 7:00 a.m. to 4:00 p.m., Monday through Thursday.

D. Holidays

When the regular pick-up falls on a holiday, herein defined as New Years Day, Thanksgiving Day, and Christmas Day, 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 Provider, a special collection of the solid waste will be required of the Provider within twenty-four (24) hours. The Town shall notify the Provider of any such complaint it receives within eighteen (18) hours of receipt.

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

F. Containers, Size; Providing for

1. Residential - Single Family Units

The Provider shall provide a 95 gallon container (poly cart / roll-out) to residential customers in single-family residential units.

The Town shall specify in its Solid Waste Ordinance the maximum size for loaded receptacles, not to exceed ninety-five (95) gallon capacity and/or one-hundred fifty (150) pounds. The Provider shall maintain the container in good condition, including the wheels, lids, and axle. The Public Works Director or his/ her designee shall determine when a container is no longer serviceable for the purpose of this contract.

2. Dumpster Collection Service - Units Designated by the City

The Provider shall provide the required dumpster(s), and the dumpsters shall vary in size from eight (8) cubic yards to forty (40) cubic yards.

The use of dumpsters at specific locations and times will be designated by the Town. A single forty (40) cubic yard dumpster shall be placed at the Public Works Department located at 704 West Blume Street Landis, NC 28088. The dumpster will be emptied twice per week unless otherwise directed by the Town. All containers will be kept in good condition with all doors, latches, and springs in operable condition. The dumpster containers will be designed and maintained not to allow any liquid leakage. All dumpsters will be painted and maintained, and the Public Works Director or his/her designee shall determine when a dumpster container is no longer serviceable and must be replaced.

3. Approval of Containers

Upon the effective date of the Contract, the Provider shall receive approval from the Town before using any new type of container other than those provided herein or in the Solid Waste Ordinance.

4. Non-conforming Containers

Provider may not collect solid waste from containers that do not conform to the requirements of the Town as to size, weight, type, condition, or other specifications. Provider shall reasonably inform the Town of all non-conforming containers, and the Provider shall place a sticker on each non-conforming container indicating the problem with the container.

VII. Operations

A. Notices to Customers

The Provider 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 Provider shall provide the Town with any information the Town requests.

B. Necessary Equipment and Containers; Repair and Maintenance

1. Provider 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 telephone number of the Provider, which shall be plainly visible on both sides of the vehicle.

2. The Provider shall properly maintain all Provider-owned collection equipment, vehicles, and 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 Provider will perform all maintenance and repairs at its own expense on Provider-provided containers and equipment in order to keep such in proper operating condition. The Provider shall maintain, repair, or re-paint a container upon the reasonable request of the Town. The Provider 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 Provider in carrying out the requirements of this RFP. Provider shall promptly correct all violations of any Town ordinances or state or federal laws.

VIII. Billing and Customer Service

A. Invoices

The Provider will provide the Town with an invoice 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 and/or units utilizing a dumpster for service. This information will be provided to the contractor on a monthly basis. The Provider 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 Provider under the Contract. The Town and Provider shall cooperate in providing the necessary information and billing on a timely basis so that payment may be made.

B. Complaint Procedure/Process

The Provider shall employ a sufficient number of personnel to answer and respond to all complaints from the public concerning the Provider's service. Provider 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. Provider 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. Provider shall have available at all times, competent personnel who shall have authority to represent the Provider

IX. Additional Terms and Conditions

Additional terms and conditions that will become a part of the Contract are included in Attachment B

ATTACHMENT A
Fee Proposal for Solid Waste Collection Services

FEE PROPOSAL

Proposed fees must be complete and should include at least collection, transportation, disposal (landfill tipping fees), and containers. The final fee must be guaranteed for the duration of initial contract life after the contract execution date.

Residential Solid Waste Service (95 Gallon Container)

Weekly Collection of one (1) 95 Gallon Poly Cart Roll- Out Container:

\$ _____ per month

Weekly Collection of extra 95 Gallon Poly Cart Roll-Out Containers (same location):

\$ _____ per month / per container

Commercial Solid Waste Service (Dumpsters)

\$ _____ per month/ per cubic yard

*One (1) 40 yard dumpster to be located at: 704 West Blume Street Landis, NC 28088Public Works Facility

Name and address of Parent Company (if applicable):

ATTACHMENT B

LEGAL TERMS AND CONDITIONS

Upon award and prior to commencement of Services, the selected Provider 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 either three (3) or five (5) years to be decided by the Town in its sole and absolute discretion. 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 1 year.

(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 the Town on a reasonable basis a report describing the Services in such detail as requested by the Town from time to time at its sole discretion;
- (9) Furnish all personnel with uniforms satisfactory to the Town;
 - Ensure that all personnel wear or possess proper identification;

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

(d) **Insurance.** The selected Provider must provide a Certificate of Insurance confirming the minimum coverage and requirements noted below. Certificates must also be furnished for all subcontractors supporting this Contract. The Provider 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 \$2,000,000 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) 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 Landis, 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 by and construed in accordance with the laws of the State of North Carolina. The place of this contract, its situs and forum, shall be Rowan 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 the Town.

(g) **Care of Property.** The Proposer agrees that it shall be responsible for 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.

(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 the Town determines that Proposer is in default or breach, the Town will give written notice specifying the default or breach. Upon receipt of such notice, the Proposer may correct or cure such default or breach to the Town's satisfaction within fifteen (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 the Town prior to the expiration of the initial term or any extensions thereof.

(l) **Security for Faithful Performance.** Within ten (10) calendar days after award of the Contract, the Proposer shall furnish an Irrevocable Letter of Credit or performance bond as security (either or both, the "Security") for the faithful performance of this Contract. The Security shall be in the minimum amount of one and one-half times the original annual contract amount. The Security shall be in addition to and not in limitation of any other remedies that the Town may have for default by the Proposer. Premiums for the Security, if any, shall be paid solely by the Proposer. If the Security includes a performance bond, a certificate from the surety showing that the premiums are paid in full shall be provided to the Town. The surety on the performance bond shall be a duly authorized corporate surety authorized to do business in the State of North Carolina. The Security will be used to remediate any such additional cost and burden to the Town.

(m) **Replacement Services.** If the Proposer is unable or unwilling to perform any of its obligations set forth in the Contract, the Town may procure similar services from other sources and hold the Proposer responsible for any cost occasioned thereby.

(n) **Unavoidable Delays.** If and to the extent that either Proposer or the 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 of 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.