

**REQUEST FOR PROPOSALS  
MUNICIPAL TRASH AND RECYCLABLES COLLECTION  
TOWN OF WALLBURG, NORTH CAROLINA**

## **1. Introduction**

The Town of Wallburg (Town) is soliciting proposals from qualified contractors for the provision of single-family residential trash and recyclable materials (i.e., refuse) collection services. The services specified in this Request for Proposal (RFP) represent a new Town service. Under the new service, refuse collection will be shifted from multiple private contractors who contract individually with homeowners to a town-wide contract. The Town intends to award a contract as a result of this RFP process. A start date for collection services is to be set by mutual agreement between the Town and the contractor. Questions may be referred to Jay W. Wagner, Town Attorney, 336-883-9156 or [jwagner@highpointlaw.com](mailto:jwagner@highpointlaw.com), and photocopies of this proposal may be obtained from Lynn McKinnie, Town Clerk at the Town Hall or at [lynn.mckinnie@townofwallburg.com](mailto:lynn.mckinnie@townofwallburg.com). Proposals shall be sent to the Town of Wallburg, Post Office Box 607, Wallburg, North Carolina 27373 in a sealed envelope marked, "Town of Wallburg Refuse Collection Proposal" and shall be received by 4:00 p.m. on (30 Days from date of publication – to be added later).

## **2. General Information**

### **2.1 Demographics**

The Town has an estimated population of 3000 people residing in an approximately 5.6 square mile area. The Town contains an estimated 1200 household units.

Commercial and industrial complex are not part of this request for proposals.

### **2.2 Town Goals and Objectives**

The Town intends to provide trash pick-up and curbside recycling for all single-family residences within the Town. The Town intends to make this a long-term service to the residents of the community. The Town believes in maintaining a high level of commitment to quality customer service. In procuring the services described in this RFP, the Town seeks to provide high quality public services that are convenient for the residents. In addition, the Town seeks to provide services that help citizens decrease the amount of solid waste sent to landfills and increase waste reduction and recycling.

### **2.3 Reservation of Rights**

This request for proposals is a solicitation and not an offer to contract. The Town reserves the right to reject any and all proposals. The Town further reserves the right to issue

clarifications and other directives concerning this request for proposals; to require clarification or further information with respect to any proposal, and to determine the final terms of any contract. Interviews may be required by the Town with selected contractors to clarify contractor proposals and to allow for contract negotiations. Acceptance of any proposal will be based upon factors including, but not limited to: costs for service; completeness of proposal; thoroughness of information provided; customer service standards; value added service; and prior successful contractor performance with waste collection systems similar to a scale described herein.

### **3. Basis of Proposal**

Proposals submitted will be for the contractor to provide non-exclusive collection services for trash and recyclables within the Town limits. Proposals must include, by paragraph numbers, basic information addressing the following:

#### **3.1 Flat Rate Per Unit Pricing**

The contractor shall provide a proposal indicating charges for weekly removal of trash and recyclables. The price structure shall be flat rate per household unit. The proposal should include the cost for removal of both trash and recyclable material and all necessary fees, including without limitation, tipping or landfill fees.

#### **3.2 Additional Services**

The contractor may provide a list of additional services that may be provided, together with a price list for such services. These services may include but are not limited to bulky item pick-up and participation in Town Clean-Up Day.

#### **3.3 Recyclable Material**

The contractor should provide a proposal of how recyclables will be accepted. Proposal shall include information regarding who will own collected recyclables and be entitled to any revenues/costs resulting from the sale of such recyclables.

#### **3.4 Collection Bins**

It is the preference of the Town that the Contractor provides all necessary trash and recycling bins to customers. Nevertheless, Contractor may submit a proposal that contains an option for Town-provided bins, as long as such proposal also contains an 2<sup>nd</sup> option for Contractor-provided bins.

### **3.5 Special Needs Collection**

The proposal shall include a statement of willingness by the contractor regarding collection of refuse of those citizens with special needs (or the elderly), and a description of special accommodations that will be made to accomplish this.

### **3.6 Hours and Days of Operation**

All collections shall, except as expressly permitted by the Town be limited to the hours between 7:00 a.m. and 7:00 p.m., Monday through Friday. Saturday and Sunday collections are not permitted. The proposal should include a proposed schedule that meets this framework and that accommodates changes due to inclement weather and holidays.

### **3.7 Holiday Schedules**

Holidays shall be New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a weekday, then the Saturday following the holiday may be authorized as a catch-up collection day.

### **3.8 Trucks and Equipment**

The contractor shall provide information about the size and types of trucks and automation that it proposes to use, as well as other equipment necessary for the job such as communication devices, GPS systems and others. The Town reserves the right to visit the facilities of all interested contractors and observe the equipment used and the operational methods. These site visits will be coordinated with the appropriate representative(s) from each of the interested contractors. Any contract entered into by the Town may contain provisions regarding equipment weight, leak proofing, and similar performance standards.

### **3.9 Use of Subcontractors**

Contractor shall indicate in the proposal whether or not it intends to use subcontractors for any part of the service being provided, together with a list of all said subcontractors.

### **3.10 Promotion and Education**

The contractor will work with the Town to provide service-oriented information to customers and for developing and executing public education. Specifically, 30 days prior to the commencement of service the contractor shall produce an 8-1/2" x 11" two-color information document and mail such document to each household. This insert will inform Town residents of the specifics of the trash and recyclables collection program, including a collection schedule, a listing of materials allowed in the recyclable materials bin, instructions on the proper handling of the collection bins, instructions on what customers are to do with trash that does not fit into the collection bins, etc. The contractor shall provide another such mailing at six months into the

contract, and each twelve months thereafter. The contents of the insert shall be approved by the Town prior to distribution and may be amended to include the Town Seal.

### **3.11 Public Informational Meetings**

Upon selection but prior to implementation of the trash collections service, the selected contractor will be required to participate with the Town staff and Council in one or more public meetings which will describe the new service to Town residents/customers.

### **3.12 Customer Service**

The contractor shall be responsible for providing all customer service functions including informing customers of current services, handling customer requests, and resolving customer complaints. The proposal shall include information addressing the contractor's proposals for methods and a time frame for communicating with the customers and responding to their questions and complaints. The contractor shall also include, with the proposal, a copy of their customer service standards.

### **3.13 Proposed Term of Contract**

The contractor shall provide proposals for three and five year terms of the contract. Alternatives for longer terms may be presented for consideration. Contract shall provide that all trash be taken to the Davidson County landfill.

## **4. Qualifications of Contractor**

The Town requires the submission of the following certified supporting data regarding the qualifications of the contractor in order to determine whether it is qualified and responsible:

1. Satisfactory evidence that the contractor possesses not less than five years of experience providing trash and/or recycling collection services in North Carolina.
2. Evidence that the contractor is in good standing in the State of North Carolina.
3. A copy of the latest available financial statements of the contractor (or, if the contractor is a subsidiary or division, then a financial statement of the parent corporation).
4. The names and resumes of the principal officers, partners, and/or officials. The names(s) and resume(s) of the individual(s) who will be responsible for the Town contract.
5. Such additional information as will satisfy the Town that the contractor is adequately prepared to fulfill all of the terms of the contract.

## **5. General Terms**

The contract with the Town shall include, but not be limited to, general terms that are substantially as follows:

### **5.1 Maintenance of Records and Reporting**

The contractor shall maintain in its local office full and complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the Town. Reports shall be submitted upon request to the Town documenting the following information:

1. The number of households to whom service was provided;
2. A log of complaints and resolutions for trash and recycling collection services;
3. A log of missed collections and responses;
4. A description of any vehicle accidents or infractions; and
5. Weights in tons of garbage and recyclable materials collected by commodity and where these items were transported to.

### **5.2 Compensation Payment Schedule**

The contractor shall bill the Town monthly for services provided. Bills shall state the number of household units to which services were provided and the total amount due. The Town will retain full auditing rights of contractor's accounting records as they pertain to the Town's contract.

### **5.3 Failure to Perform, Remedies, Termination**

The Town 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. Section 5.4 details default provisions and procedures.

### **5.4 Penalties**

Penalties may be levied if documented in an incident report presented by the Town to the contractor. Penalties will be deducted from the monthly payment made by the Town to the contractor. Disagreements will be subject to the review and resolution procedures provided in the contract.

<b>Action or Omission</b>	<b>Penalties</b>
Commencement of residential collection prior to 7:00 a.m. or continuance after 7:00 p.m. except as expressly permitted.	\$100.00 per incident (each truck on each route is a separate incident)
Failure to collect spilled materials.	Twice the cost of cleanup to the Town
Leakage from contractor vehicles or vehicle contents.	\$500 each vehicle, each inspection
Failure to collect any and all garbage, recyclable materials, and yard debris within one business day after notification.	\$100.00 each incident
Collection from residential premises on other than the day specified excluding inclement weather or holiday schedule.	\$50.00 per structure
Collection as garbage of source-separated recycling.	\$100.00 per incident
Misrepresentation by contractor 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 vehicle per occurrence

The above table 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 contractor which shall be considered violations or breaches of the contract. The contract will reserve to the Town 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 Town's ability to terminate the contract for breach.

## **5.5 Contract Default**

Contractor shall provide a bond in the amount of \$100,000 or equal to the cost of three month's service to the Town, whichever is greater, to cover the Town's costs in the event of contractor default. The contract for the services will include a number of provisions protecting Town interests in case of contractor default. These provisions may include requirements for

surety interest in the contractor's equipment. The contract will also include provisions for successive levels of dispute resolution prior to litigation.

## **5.6 Force Majeure**

The contract will provide that neither party shall be liable to the other for any delay in, or failure of, performance where performance is prevented or delayed by acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise.

## **5.7 Indemnification and Insurance**

The contractor shall be required to indemnify and hold harmless the Town, its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the contractor's performance of the contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the contractor or any subcontractor of the contractor, or any officer, employee, or agent of the contractor or subcontractor, or any other person for whom the contractor is responsible. The contract shall include provisions for the contractor to defend against such claims.

The contractor and any subcontractor of the contractor shall be required to carry at their own expense workers' compensation insurance, comprehensive general liability used in performance of the contract. The worker's liability insurance shall have limits of not less than \$2,000,000 each occurrence and \$4,000,000 aggregate. The vehicle liability insurance shall have limits of not less than \$150,000 each occurrence and \$1,000,000 aggregate. The Town, its officers and employees, shall be named additional insured as respect to required coverage for particular operations, subrogation, production of certificates, cancellation, and insurer ratings.

## **5.8 Compliance with Laws and Miscellaneous**

The contractor shall be responsible at its expense for obtaining and complying with all necessary permits, ordinances, and laws. The contract shall also include provisions concerning independent status, equal employment opportunity, non-assignment, disclosure of information and records, applicable law, and such other terms and conditions as the Town may require.

## **6. Self-Reliance**

The Town makes no guarantee on any of the estimates contained in the RFP and provides this data for informational purposes only. Contractors are expected to conduct their own investigations and research of relevant information used to develop their proposals, including but

not limited to the estimated number and type of housing units, anticipated participation, diversion, container weights and all conditions related to the services provided.

The contractor shall make no claims against the Town as a result of estimates or projections used herein, statements, or interpretation of the data by Town staff or its agents.