

Anita Dinger
Mayor

Rena Bragg
Councilmember

Greg Hines
Councilmember

Kelly Collins
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Carolyn Stanley
Mayor Pro-Tem

Pamala Hall
Councilmember

Town of Holly Ridge

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Holly Ridge, North Carolina 28445*

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Carin Faulkner, MPA
Town Manager

Heather Reynolds, CMC
Town Clerk

REQUEST FOR PROPOSALS

**Bid Title:
Collection and Disposal of Curbside Solid Waste and Recyclables
RFP No. HR-2018-01**

**Date of Issue: February 19, 2018
Bids Due: March 19, 2018
Time: 2:00 pm**

Invitation to Bid

The Town of Holly Ridge is soliciting sealed bids for Collection and Disposal of Curbside Solid Waste and Recyclables (a multi-year contract), at the Office of the Town Clerk located at 212 N Dyson Street, Holly Ridge, North Carolina 28445 until 2:00 PM, March 19, 2018. No bid will be accepted after the official time and date. Copies of the specifications and bid forms may be obtained by applying to the Office of the Town Clerk, phone (910) 329-7081, during regular business hours, 8AM – 5PM, Monday – Friday. The Town encourages participation by small, minority, disabled, and woman-owned businesses. The Town of Holly Ridge reserves the right to reject any and/or all bids.

Mandatory Pre-Bid Conference: The Town Public Works Director and Town Manager will hold a mandatory pre-bid conference on **March 8, 2018 at 1:00 PM** in the Town Hall meeting room located at 212 N Dyson Street, Holly Ridge, North Carolina 28445. Site visits led by the Town's Public Works Director can be arranged immediately following the pre-bid conference. Prospective bidders must attend the pre-bid conference in order to have any questions answered that may not be fully addressed within the specifications provided.

Instructions to Bidders

Bid Requirements:

Bidders are required to verify compliance with the following requested items and include with the bid those items as requested or be prepared to furnish at a later date as specified. Failure to comply may result in automatic disqualification.

1. Return bid on the Town of Holly Ridge Bid Form (included in RFP packet)
2. Include Operational Plan as an attachment
3. Bid Bond: The bid bond must be included in the bid package submittal
4. Payment Bond upon notification of award
5. Performance Bond upon notification of award
6. References: at least three, preferably from local government units
7. Signature on bid form by authorized agent.
8. Statement of non-collusion
9. Exception to the bid form (included in RFP packet)\
10. Minority business form
11. Applicable North Carolina Licensing Certificates (if any)
12. Iran Divestment Act Certification Form (included in RFP packet)

Additional Information:

Questions concerning bid requirements or specifications should be directed either to the Town Manager (910-329-7081) or Public Works Director (910-329-7081). All changes in specifications by the Town shall be in writing in the form of an addendum furnished to all bidders. Verbal information will not be considered in awarding of bids. No changes to the specifications will occur within three (3) days prior to the bid due date.

Addenda:

Any clarification of the bid documents will be made by an addendum. Addenda to the bid documents may be issued by the Town Clerk in response to a request for clarification or objection, or for any other reason the Town considers advisable. Once issued, an addendum becomes a part of the bid documents. A copy of any addendum will be posted on the Town's website at: <http://townofhollyridge.net/departments/financial-department/>. It is the responsibility of the bidder to check the website for any addenda posted.

Submission:

Bids may be hand delivered to the Town Clerk at 212 N. Dyson Street, Holly Ridge, North Carolina 28460 or mailed to PO Box 145 Holly Ridge, NC 28445. The company name, address and bid identification: Collection and Disposal of Curbside Solid Waste and Recyclables Bid, RFP No. HR-2018-01 shall be clearly marked on the outside of the envelope. Bids will not be accepted after the date and time stated in the Invitation to Bid.

Any bid submitted on forms other than the Town bid form may be disqualified. If it is questionable that the postal service can deliver your bid on time, we suggest that it be hand delivered. Telephone bids, faxed bids and/or emailed bids will not be accepted. All bids submitted must be typed or written in ink and signed by the bidder/contractor's designated representative.

References:

Bidders shall provide a minimum of three (3) references for which this type of service was provided. Preferably from municipal units with similar residential services.

Bid Evaluation:

In determining the lowest responsible bidder, in addition to price, the Town will consider:

- a) The ability, capacity, applicable licenses and skill of the bidder to perform the services required under the contract;
- b) Whether the bidder can provide the services promptly, within the specified time, without delay or interference;
- c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d) The quality of service and level of performance of the bidder under previous contracts with the Town, if any; and
- e) The previous and existing compliance by the bidder with North Carolina laws and Holly Ridge ordinances relating to the service.

Award of Contract:

The Town reserves the right to award the contract on the basis of overall advantage to the Town with respect to the aggregate of separate items and estimated overall requirements, i.e.: the right is reserved to award separate items to different bidders if appropriate.

The successful bidder will be notified in writing within ten (10) days after the award of the bid by the Town Council. The award will be made to the lowest responsive and responsible bidder. The Town will notify the successful bidder in writing, either by a Notice To Proceed, or a purchase order, or both after all prerequisites have been met by the bidder. Verbal notification of award is not considered a reliable mode of notification and therefore will not be recognized as official notification.

Upon issuance of a contract award by the Town Clerk, the successful bidder will perform the services as specified at the stated prices, within the time specified, in accordance with all provisions of the bid documents.

Minority Business Enterprise:

It is the Town's policy to take affirmative action to ensure that minority business enterprises are given the opportunity to demonstrate their ability to provide the Town with goods and services at competitive prices.

Withdrawal of Bids:

A bidder may withdraw a bid only by a written request received by the Town Clerk prior to the time set for bid opening. Bids may be withdrawn after the time set for bid opening only in accordance with N.C.G.S. 143-129.1.

Bidder Responsibility:

The bidder is responsible for verifying any and/all information provided and familiarization with the work required prior to bidding. The bidder is expected to have become familiar with and take into considerations, site conditions, which may affect the award. A plea of ignorance of the conditions that exist, or may hereafter exist, on the sites of the work, or difficulties that may be encountered in the execution of the work, as a result of failure to make necessary investigations and examinations will not be accepted as an excuse for any failure or omission on the part of the successful bidder to complete the work for the consideration set forth herein, or as a basis for any claim whatsoever.

Permits and Ordinances:

In all operations connected with the work herein specified, all federal, state, county and town ordinances and laws controlling or limited in any way, the action of those engaged in the work must be respected and strictly complied with to the fullest. The contractor is responsible and must obtain all permits and pay fees as required.

E-Verify:

Chosen bidder shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if chosen bidder utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Equal Opportunity:

Executive Order No. 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules and regulations, including Title VII of the Civil Rights Act of 1964, is incorporated herein by this specific reference. In addition, all laws, rules and regulations applicable to the hiring of disabled veterans and veterans of the Vietnam era and of the hiring of individuals with physical and mental handicaps are incorporated herein by this specific reference.

The Bidder further agrees that:

- a) in hiring of employees for the performance of work under this contract, they shall not discriminate against any citizen in the employment of a person qualified and available to perform the work under the contract or Purchase Order, by reason of race, color, religion, sex, age, handicap, national origin or ancestry;

- b) they or any persons acting on their behalf, shall not in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry;
- c) they shall include this language in all subcontracts entered into for the performance of the contract/purchase order; and
- d) they shall comply with all federal immigration laws and assure that their employees are registered accordingly; and

Safety and Health Devices:

All equipment shall meet the requirements of the federal government and State of North Carolina. Equipment shall also conform to applicable standards of all national regulations.

Cancellation:

The Town reserves the right to cancel all or any part of the contract if the contractor fails to meet delivery and performance dates.

Indemnification:

The paragraphs covering insurance in the Supplemental General Conditions (SGC) contained herein are simply to indicate to the Contractor the minimum amounts which the Town requires him/her to carry. The amount of insurance carried by the Contractor in excess of the minimum amounts shall be at their discretion. The Contractor shall keep in mind that he/she will be required to protect the Town and leave the Town harmless in any action which may arise as a result of, or in connection with, the work under this contract. The Contractor shall indemnify and hold harmless, the Town of Holly Ridge, its agents and employees, from and against any and all liability claims, demands, reasonable attorneys' fees, and judgments for damages arising out of or from any injuries to, death of persons, or damage to property of whatsoever kind or nature occasioned joint, several or concurring negligence of the Contractor, subcontractor, their employees and agents. Such indemnification shall include all claims based upon contract, tort (including any alleged active or passive negligence or participation in the wrong) or upon any alleged breach of any duty or obligations on the part of the Town, its agents, employees, servants or otherwise. The provisions of this section include any claim based on alleged damage to the business of the claimant and shall include all losses, damages, injuries, costs and expenses incurred by the Town of Holly Ridge, its agents, servants, and employees in connections with investigating any claim or defending any actions, including any reasonable attorney's fees by reason(s) of servants or employees. The Contractor shall have all of his insurance carriers certify by endorsement that they will also protect the Town and leave the Town harmless in any action which may arise as a result of work under this contract by means of contractual Liability insuring this Hold Harmless Clause to the full extent of coverage.

Payment:

It is the desire of the Town to pay invoiced expenses promptly. It is the vendor's responsibility to submit invoices directly to the Town Finance Officer at the address specified on the contract or as "Ship and Bill To" on the Purchase Order.

At a minimum, invoices shall include: (1) name, address, and telephone number of the Contractor and similar information in the event payment is made to a different address; (2) the purchase order number; (3) accurate description and date of services rendered; (4) applicable unit prices, total prices, and total invoice amount; and (5) any additional payment information called for by the contract.

Invoices exceeding the limits established by this contract/purchase order or for materials or services not qualifying under its specifications as ordered are not subject to payment. Partial payment may be authorized and made upon properly executed invoices of delivered goods, or services rendered unless otherwise stated in the bid. Final payment will be made when materials, supplies, equipment or services rendered have been fully delivered, executed, passed required inspections and accepted.

Vendor must provide tax information to include vendor's full business name, address, "remit to" address, federal tax identification number or social security number if vendor does not have a federal ID number.

The Contractor shall submit a summary of all State and Federal sales taxes paid, if applicable on materials with each application for payment.

Taxes:

The Town of Holly Ridge is a tax-exempt organization for federal taxes. The Town will be reimbursed by the State of North Carolina for payment of State sales taxes by contractors on materials. It is the Contractor's responsibility to provide the Town with a summary of sales tax paid for materials during the course of the project.

Work during Town Observed Holidays, Landfill Closures, and Yearly Calendar:

No work under this contract shall take place on Sundays and days observed as Town Holidays, except with the express authorization of the Town Manager. If a pick-up day falls on a day the landfill will be closed, pick-ups shall take place on the next business day the landfill is open. The Town Clerk shall publish a yearly calendar which marks the solid waste and recycling pick up days for the entire year. This calendar will be reviewed with the Contractor prior to publication. The Town Clerk shall be notified of any changes as soon as possible so that property owners can be notified. Customer service is a priority.

SCOPE OF SERVICES

Part I. General

The Contractor shall provide all licenses, permits, labor, expertise, equipment, machines and tools necessary to perform Collection and Disposal of Curbside Solid Waste and Recyclable Services as outlined within Part III. Scope of Work below or supplemental conditions provided within this document.

Work areas are identified within this agreement and attachments. Expected levels of service and intervals of service are also detailed within this agreement. Work performed outside the parameters of this agreement shall be approved prior to being conducted and request for payment submitted separately with appropriate approvals.

The pricing submitted for the work detailed within this agreement shall be all inclusive.

Part II. Mobilization

The Contractor shall be capable of mobilizing his equipment and crews so as to assure a smooth transition between existing operations (if a change of vendors occurs) with all equipment and curbside collection containers for both solid waste and recyclables in place so as to have the service begin on or about July 1, 2018.

Part III. Scope of Work

The scope of work includes but is not limited to:

- a) Providing household roll out containers for solid waste disposal (95 gallon) and separate similar roll out containers for recyclables (95 gallon of a different color) for approximately 1500 households within the Town of Holly Ridge (there are currently 1532 solid waste carts and 1412 recycling carts in service at this time).

- b) Municipal Solid Waste (MSW): Collections shall occur one (1) time weekly all 12 months of the year.

Recycling:

Option 1: Recycling shall be picked up every other week all 12 months of the year.

Option 2: Recycling shall be picked up one (1) time weekly all 12 months of the year.

- c) Disposal of solid waste materials and recyclables should be done in accordance with applicable state and federal laws. It is the responsibility of the selected vendor to provide routine reports regarding where and how the disposal of these materials is being accomplished.
- d) Bidders may provide proposals that include for the disposal of recyclables at sites in or out of Onslow County at their option. Each proposal should identify disposal locations and whether the expense of the disposal process is to be billed separately (and on what basis) to the Town or whether those expenses are included within the base fees proposed for the collection and disposal unit prices provided.
- e) If a bidder proposes to transport recyclables outside of Onslow County, evidence will need to be included with their bid proposal that a site(s) outside of Onslow County is willing to accept those materials.
- f) In addition to the individual households, the Town has roll out carts at its Municipal Park these carts are included in the 1532 number.
- g) The successful bidder will be expected to maintain its equipment (trucks, dumpsters and household trash and recycling carts) in a clean, repaired and presentable status for the duration of the agreement. Damaged household or stolen household carts are to be replaced by the Public Works Department which keeps several carts at its facility to get carts to customers as quickly as possible. These extra carts are included in the total number of carts currently in service (1532 solid waste carts and 1412 recycling carts). Public Works will contact the contractor if additional extra carts are needed. Vendor's carts are required to be pre-numbered for tracking purposes.

It is expected that the vendor will bill the Town for the additional carts and that those numbers will be periodically reviewed by the vendor and the Town for accuracy.

- h) Once each quarter during the length of the contract the successful bidder shall meet with the Town's Director of Public Works to review operational issues and make appropriate adjustments if needed.
- i) The successful bidder shall bill the Town monthly for services rendered in a manner consistent with the initial bid document and any supplemental revisions thereto. Included within the billing shall be a summation of the number of household solid waste and recycling carts being collected during that billing cycle and the number of times the dumpster at the Town Park is serviced.
- j) If disposal costs are included within the selected bidder's proposal no further documentation is required beyond certifying where solid waste and recyclables will be taken for disposal purposes.
- k) If disposal costs are to be the direct responsibility of the Town, the bidder must provide information on the proposed disposal site and current disposal charges levied at that site. The bidder may submit a proposal that offers both alternatives for consideration.
- l) The Town will be responsible for paying all verifiable invoices for services delivered by the successful bidder. Invoicing procedures will be established at the beginning of the agreement and continue in place unless modified by agreement of the Town and the successful bidder.
- m) Bidders should provide descriptive information regarding the type of roll out containers proposed for use in the collection of curbside solid waste and recyclables in servicing this contract.

Part IV. Term of the Contract (length in years)

The initial agreement shall span a period of three (3) years with an option upon agreement of both parties to extend the contract an additional **two**, three (3) year terms unless otherwise prohibited by North Carolina General Statutes or modifications thereto during the term of the original or subsequent agreements. The terms of each three (3) year renewal, if elected, will be negotiated between the Town and the successful bidder prior to the expiration of the then existing term.

Prior to the end of each fiscal year (which begins July 1st and ends June 30th), the Bidder may request an adjustment in the fee structure(s) proposed within the scope of services to reflect unusual changes in its cost of doing business, such as revised laws, ordinances, regulations, changes in fuel cost, and changes in the location of disposal sites. Such requests shall not exceed 3 percent per year and shall be made in writing to the Town Manager no later than April 1st.

Supplemental General Conditions (SGC)

SGC I – Assignments

The Contractor shall not assign in whole or any part of this contract or any moneys due or to become due hereunder without the written consent of the Town.

SGC II – Prohibited Interest

No official of the Town, who is authorized in such capacity and on behalf of the Town to negotiate, make, accept, or approve or take part in negotiating, making, accepting, or approving any inspection, service, material supply contract or any subcontract in connection with these services shall become directly or indirectly interested personally in this contract or any part thereof.

SGC III – Incidental Work at the Contractor's Expense

The work to be done by the contractor specified and enumerated under this contract shall include any minor details of the work not specifically mentioned in the specifications but obviously necessary for the proper completion of the work which shall be considered incidental and as being part of and included with the work for which prices are given. The Contractor will not be entitled to any additional compensation therefore.

SGC IV – Safety and Health Regulations

The contractor shall be solely responsible for the entire work sites and provide all necessary protections as required by laws or ordinances governing such conditions as required by the Town. Contractor shall be responsible for any damage to Town property or that of others on the job, by himself, his personnel or his subcontractors and shall make good such damages. Contractor shall be responsible for and pay any claims against the Town arising from such damages.

The Contractor shall comply with the Department of Labor Safety and Health Regulations for activities associated with the services provided as promulgated under the Occupational Safety and Health Acts of 1970 (PL 91-596) and Section 107 of the Contract Work Hours and Safety Standards Act (PL-054).

SGC V- Traffic Control

Particular attention must be given to pedestrian and vehicular traffic safety. The contractor shall provide for the safety of his personnel and the general public. Particular attention to safety, traffic flow, proper warning signs and direction shall be used by the contractor and his employees during the duration of work performed on the Town's properties and rights-of-way.

SGC VI – Required Insurance Coverage

Prior to commencing work under the terms of this agreement, the Contractor shall have evidence of and maintain at their expense for the duration of the agreement the following insurance against claims for injuries to person or damage to property which may arise from or in connection with the performance of the work or services hereunder provided by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included within the Contractor's bid price as proposed.

Contractor shall maintain limits no less than:

| <u>Coverage</u> | <u>Minimum Limits of Liability</u> |
|----------------------|--|
| Workers Compensation | Statutory |
| Employer Liability | \$100,000/\$500,000 |
| General Liability | |
| Bodily Injury | \$500,000 each occurrence |
| Property Damage | \$100,000 aggregate |
| Automobile Liability | |
| Bodily Injury | \$1,000,000 each person \$1,000,000 each occurrence |

Property Damage
Excess Umbrella Coverage

\$1,000,000 each occurrence
\$10,000,000 each occurrence

Other Insurance Provisions:

- a) All coverage – Each insurance policy required by this clause shall be endorsed to state that coverage shall not, for any reason, be suspended, voided, canceled, reduced in coverage or in limits except after (30) days prior written notice has been given the Town.
- b) If contractor for any reason fails to maintain insurance coverage which is required pursuant to this agreement, the same shall be deemed a material breach of contract. The Town at its sole discretion may terminate this agreement and seek damages from the contractor for said breach.
- c) Deductibles, Self-insured Retentions and Verification of Coverage – Contractor shall furnish the Town with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work may commence.
- d) Subcontractors (if any) - Contractor shall include each of its subcontractors as insureds under the policies of insurance required herein.

BID FORM – Page 1
Collection and Disposal of Curbside Solid Waste and Recyclables
Town of Holly Ridge, North Carolina

The Bidder agrees, if this Bid is accepted, to contract with the Town of Holly Ridge in the attached form of contract (vendor submittal) and to provide all applicable licenses, materials, equipment, tools, apparatus, means of transportation, insurance, permits, fees, and labor necessary thereto, and complete performance in full and in accordance with the Specifications and Contract Documents listed herein.

Contract Period: Initial contract period to begin July 1, 2018 and end June 30, 2021; with an option to renew for a second additional three (3) year period beginning July 1, 2021 and ending June 30, 2024; and an option to renew for a third additional three (3) years beginning July 1, 2024 and ending June 30, 2027 based upon the proposed bid prices and/or other information provided for within this submittal.

Base Bid:

(For services defined within the specifications and other information provided herein)

Curbside solid waste collection: \$ _____ per roll out cart per month
(Disposal options to be defined by bidder's attachment)

Curbside recycling collection:

Option 1 (every other week – 12 months a year): \$ _____ per roll out cart per month

Option 2 (weekly – 12 months a year): \$ _____ per roll out cart per month

Operational Plan: The Bidder shall attach an operational plan to include what days of the week they plan to provide solid waste and recycling services to the Town, what kind of trucks will be used (year included), and a sample brochure of the type of carts that will be used.

(Note: The Town currently pays Onslow County directly for solid waste taken by the current service provider to the county owned landfill. The Town also has a contract with Sonoco Recycling for materials taken to the MRF (this contract is renewed yearly effective July 1 and may be terminated not less than 90 days prior to June 30 each year). Bidders proposing to use a different option regarding recyclables should denote that option within their proposal.

Submitted by: _____

RFP Number (if applicable): _____
Name of Vendor or Bidder: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature

Date

Printed Name

Title

Notes to persons signing this form:
N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewal or assigned

N.C.G.S. 147-86.59(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.
The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/iran and will be updated every 180 days.