

REQUEST FOR PROPOSAL (RFP) FOR RESIDENTIAL GARBAGE COLLECTION
ToWGC-01

The Appalachian Council of Governments (ACOG) on behalf of the Town of Williamston is seeking bid proposals for its residential and business solid waste customers and yard debris collection and disposal for a three (3) year period. Bids can be mailed to the Appalachian Council of Governments, Post Office Box 6668, Greenville, South Carolina 29606—ATTN: Doug Burns --in a sealed envelope marked, “Williamston Garbage Collection Proposal—ToWGC-01” or accepted at the Appalachian Council of Governments at 30 Century Circle, Greenville, SC 29607 until 10:00 a.m. on Wednesday, October 30, 2013, at which time they will be opened publicly and read aloud. Faxed or e-mail proposals will not be accepted. The contract will be awarded to the lowest responsible, responsive bidder. The Town of Williamston reserves the right to accept or reject any and all bids.

1. General Information

The Town of Williamston currently provides its own solid waste collection and on a weekly basis collects residential and commercial. There are approximately 1653 residential and commercial customers with 90 businesses receiving twice a week service. Dumpsters will need to be provided for commercial customers. A garbage packer and one employee will need to be provided during Town festivals. Additional dumpsters may need to be made available during festivals. Each apartment resident will pay the same rate as a residential customer. The size of the Town is approximately three and seven tenths (3.7) square miles. Municipal waste totaled approximately 2,600 tons in FY 12.

2. Administration

The Town will continue to provide billing with the new contract. Prospective contractors are strongly encouraged to perform their own customer count. A Town employee will be provided to assist prospective contractors with customer counts. The contractor is responsible for providing all equipment, labor, supervision and supplies for the execution of this proposal and contract.

3. Source Selection

The Town is using the competitive sealed proposal method of source selection for this procurement. An award, if made, will be made to the responsive, responsible firm whose proposal is most advantageous to the Town, taking into consideration the factors set forth in this RFP. The Town may, as is deemed necessary, conduct discussions with responsible firms that have been determined to be reasonably suspected of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements.

4. Basis of Proposal

Proposals will address at a minimum the basic information as follows:

4.1 Roll Carts

The Town currently does not provide roll carts to its solid waste customers. The contractor shall provide information to the Town about the size and type of bins that will be provided, if they plan to utilize them, and how they will handle a request for a new cart when the old cart needs to be replaced or a new resident is established. If the Contractor proposes to supply garbage carts to fit its trucks and equipment; then the costs of providing Contractor required carts shall be included in the overall price of the service.

4.2 Collection, Days and Hours

The Contractor should acquaint itself with the special needs and accommodations that will be required for collection in the Town of Williamston. The Contractor shall not commence collection before 7:00 a.m. each day and can perform collections on all weekdays. In special cases where they need to work on Saturday or Sunday, they shall first obtain written permission from the Mayor or his/her designee. Exceptions to the collection hours shall be affected only upon the approval of the Mayor or his/her designee at least thirty (30) days prior to the change.

The following holidays may be observed by the Successful Bidder:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

The Contractor may decide to observe any or all of the above mentioned holidays by suspension of the collection on the holiday. The Town herein agrees that the successful Contractor may not be able to provide services on days when the approved landfill facilities or transfer stations are closed. The Contractor shall be responsible for publicizing (and the

expense of publishing) any changes in collection schedules due to the observance of the above holiday or closure of the landfill or transfer station. Proper publicizing includes the purchasing of advertising from the newspaper and/or other media serving the affected area. If the Contractor seeks to change the schedule mentioned previously, it will notify the Town in writing prior to enactment of the changes. Said notification shall be at least thirty (30) days prior to the change.

4.3 Yard Waste Collection

The Town of Williamston currently collects yard waste to include limbs, shrubs and brush up to **four inches in diameter that shall be no longer than six feet in length, limbs that are more than four inches in diameter shall be no longer than two feet in** length and bagged grass or leaves and trimmings. Under a separate proposal the Bidder should submit a price for the collection of yard waste on a once a week basis. In FY 12 this was approximately 700 tons.

4.4 Customer Service

The successful Contractor will provide back-door collection to those customers with medical conditions who notify the Town. The town will qualify those customers with medical conditions and provide the Contractor with a list of those customers. 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 driver or their supervisor will contact the Town Hall each day of collection one hour before departure to check for any service requests or missed stops. The Contractor shall provide a cell phone or other form of communication device with each vehicle to remain in contact with the Town at all times. All customer complaints shall be made directly to the Contractor. The Contractor shall maintain an office through which it may be contacted by a customer via a toll-free telephone number.

4.5 Missed Collection

The Town and Contractor will jointly investigate reports of missed collections. In the case of a customer which has regular reports of missed collections, the Contractor may establish a record of late set-outs by having the driver call to report the absence of a container out when the truck passes by that location. The final determination of a late set-out/missed collection will be made by the Town. If a missed collection is verified, the Town will notify the Contractor of the address where the missed collection occurred. The Contractor will

have twenty-four (24) hours to pick up a missed collection. If the Contractor fails to correct a missed collection with the prescribed time of notification by the Town, the Town has the right to fine the Contractor \$200 per occurrence.

4.6 Truck, Equipment and Service Standards

The Contractor will provide photographs and other information about the make, model, size and type of truck and equipment that it proposes to use as well as any communication devices, GPS systems and other equipment. In addition describe your truck fleet and the type of carts that will be utilized in the operation. The Town reserves the right to visit the facilities of all interested Contractors. The trucks utilized on the route should make every effort to contain all solid and liquid waste within the trucks until they properly deliver and dump their load at the proper waste site. In the event waste blows from or falls from the trucks, or leaks from the trucks, the Contractor shall promptly undertake clean-up of said waste. The Contractor shall be responsible for damage to personal property, landscaping, driveways, or curbs. The Contractor shall adhere to all safety regulations.

4.7 Sub-Contractors

If the Contractor intends to use a sub-contractor for any part of the service being provided, their name and address will be provided in the proposal and approved by the City prior to the signing of an agreement.

4.8 Marketing and Educational Material

The Contractor as part of its proposal shall provide the Town at no cost service oriented material for all customers. Specifically, 45 days prior to the commencement of service the Contractor shall provide 8-1/2" x 11" two color insert to be provided to each customer (approximately 1,200 inserts for existing and new customers). This insert will inform customers of the specifics of the garbage and yard debris collection, garbage cart information, collection schedule, a listing of what materials can go into the carts, instructions on what customers are to do with the garbage that does not fit into the collection carts, etc. The Contractor should be willing to provide each twelve months thereafter an additional 1,200 inserts. The content of the insert must be approved by the Town before distribution through the Town's utility billing system.

Upon selection and prior to implementation of the garbage collections service, the selected Contractor shall be required to participate with the Town staffs and Council in two or

more public meetings which will describe the new service to the Town of Williamston solid waste customers.

4.9 Container Service for Town of Williamston

The Contractor agrees to provide trash service to the Town Hall, Public Works Yard, Fire Station, Town Parks, the Sewer Treatment Plant for \$100.00 per month for the handling of an estimated 18 tons per month. The various responsibilities related to the costs will be the same as for all other customers.

4.10 Additional Roll Carts

The successful Contractor will maintain, if utilized, an inventory of at least 5 new roll carts at the Town's Public Works Center. These will be used to replace damaged or broken roll carts or for new residents.

4.11 Other Waste

The successful Contractor shall not be required to collect, transport, dispose of or otherwise handle Bulky Waste, Construction and Demolition Waste, Dead Animals larger than ten pounds, Hazardous Waste, Medical Waste, White Goods, Industrial Wastes, toxic substances, trees, earth, body wastes, abandoned vehicles, vehicle parts, large equipment, or any other type of waste that is not placed in the roll cart.

4.11 Transportation

The successful Contractor shall accept title to and transport all solid waste collected in the Town to the Anderson Regional landfill or transfer station or such other alternate Landfill permitted and approved by the State of South Carolina and the Town of Williamston.

5. Qualifications and Proposal

The successful Contractor will be awarded a five year contract with additional two-year options at the discretion of the Town of Williamston. The Town requires the submission of the following supporting data regarding the qualifications of the Contractor in order to determine whether it is qualified, responsible and responsive.

- a. Describe your customer service program in detail.

- b. Describe your approach to transition this contract.
- c. Describe the implementation plan and schedule for this contract.
- d. Provide a copy of the latest available financial statements of the Contractor or the financial statement of the parent corporation.
- e. Describe your experience and qualifications in the garbage collection services in the States of South Carolina or Georgia.
- f. Provide the names and resumes of the principal officers, partners and a listing of the management team or key personnel that would be assigned to this project.
- g. Provide any Notice of Violations (NOV) issued within the last five years.
- h. Provide the names, phone numbers and email address of at least two local government references.

Collection for Residential and Business Customers

- Monthly rate for one time per week residential or business solid waste service \$_____per month per unit.
- Monthly rate for two time per week residential or business solid waste service \$_____per month per unit.
- Monthly rate for backdoor/side door residential garbage collection \$_____per month per unit.

Yard Debris Collection

- Monthly rate for one time per week yard debris collection \$_____per month per unit.
- Monthly rate for once every two week yard debris collection \$_____per month per unit.

6. General Terms

The contract will include but not be limited to, general terms as follows and other performance standards identified here within.

6.1 Compensation

The Contractor shall bill the Town monthly basis, based on a per account basis for services provided. Within thirty (30) days of the formal approval of the contract the Contractor will coordinate and establish with the Town a mutually acceptable billing format. The Town will retain full auditing rights of the Contractor's accounting records as they pertain to the Town of Williamston's contract.

6.2 Maintenance of Records and Reporting

The Contractor shall maintain in its local office a 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 by the tenth day of each month to the Town documenting the following information:

- a. A log of complaints and resolutions for garbage collection services.
- b. A log of missed collections and responses.
- c. A description of any vehicle accidents or infractions
- d. Any accounts having a change of service during the month and
- e. Every six months a list of customers whom service was provided

6.3 Delays in Service

In the event that Williamston determines that the Contractor is behind schedule, Williamston reserves the right to utilize Williamston's employees and equipment to restore service to a timely schedule or Williamston may obtain services of another private contractor. In this event the Contractor will reimburse Williamston for its employee costs, its fuel costs, and a reasonable reimbursement based on a per mile basis or per hour for equipment and vehicles used. If Williamston employs the services of another contractor, the Contractor shall pay the cost of those services incurred by Williamston. Additionally, because all costs likely to be incurred by Williamston cannot be accounted for; the Contractor shall pay as liquidated damages \$500.00 per day for any day that the Contractor is behind schedule. Any delays that are unavoidable because of "Acts of God", civil unrest, or like circumstance out of the control of the Contractor, they will then be excused from delays for a reasonable period during which its services are rendered impossible by the foregoing events. In the event of delays, regardless of cause, the Contractor and Town shall negotiate a work schedule with the goal being to fully restore normal service as soon as is reasonably practicable. The Contractor shall abide by this schedule.

6.4 Performance Bond

The Contractor agrees to provide a performance bond satisfactory to Williamston in the amount of 10% of the projected contract amount for the year. Williamston will have no responsibility for paying for this bond or any renewal thereof. The contract for services will include a number of provisions protecting Towns interests in case of Contractor default.

6.5 Hold Harmless

The Contractor shall be required to indemnify and hold harmless the Town of Williamston , 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 sub-Contractor of the Contractor, or any officer, employee, or agent of the Contractor or sub-Contractor, 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 sub-Contractor of the Contractor shall be required to carry at their own expense worker's compensation insurance, comprehensive general liability used in performance of the contract. The worker's liability insurance shall be in such amounts as are required by the laws and statutes of the State of South Carolina. This policy must be satisfactory to the Town of Williamston. The vehicle and property liability insurance shall have limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. The Town of Williamston, its officers and employees, shall be named additional insured as respect to required coverage for particular operations, subrogation, and production of certificates, cancellation, and insurer ratings. The Town is to be provided a copy of the policies.

6.6 Compliance with Laws

The Contractor shall be responsible at its expense for obtaining and complying with all necessary permits, ordinances, and laws. The Contractor shall purchase and maintain a Town of Williamston Business License throughout the term of the contract.

7.0 Instructions for Proposal

Before submitting a proposal, each Contractor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Contractor from any obligation to comply with every detail and with all provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Contractor.

7.1 Evaluation of Proposals

The Town of Williamston reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem

appropriate. Receipt of a proposal by the Town or a submission of a proposal to Williamston offers no rights upon the Contractor nor obligates the Town in any manner. The Town reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the Town. Any such waiver shall not modify any remaining RFP requirements or excuse the Contractor from full compliance with the RFP requirements or excuse the Contractor from full compliance with the RFP specifications and other contract requirements if the Contractor is awarded the contract.

7.2 Ambiguity, Conflict, or Errors in the RFP

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately notify the ACOG of such error in writing and request modification or clarification of the document. ACOG will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Appalachian Council of Governments.

7.3 Rejection of Proposals

The Town reserves the right to accept or reject in whole or in part any or all proposals submitted. The Town shall reject the proposal of any Contractor that is determined to be non-responsive. The unreasonable failure of a Contractor to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

7.4 Validity of Proposals

All proposals shall be valid for a period of ninety (90) days from the submission date.

7.5 Response Format

Proposals should be prepared simply and economically, providing a straight forward concise description of the Contractor's approach and ability to meet the Town's needs, as stated in the RFP. All copies of the proposal shall be presented in a three (3) clasp report cover for uniformity and should be signed by the principal of the company or partnership. Five (5) copies of the proposal shall be submitted to the ACOG.