

McADENVILLE, NORTH CAROLINA

REQUEST FOR PROPOSALS FOR RESIDENTIAL SOLID WASTE AND YARD WASTE COLLECTION, TRANSFER AND DISPOSAL SERVICES

1.0 INTRODUCTION

McAdenville, North Carolina (the “Town”) is requesting proposals from qualified Vendors to provide curbside collection of Municipal Solid Waste (MSW) and Yard Waste for the Town and disposal of the waste in a permitted landfill. Sealed proposals, clearly labeled “**Proposal for Residential Solid Waste and Yard Waste Collection**” will be received by McAdenville, North Carolina in the Office of the Town Administrator; Phone (704)824-3190 until 2:00 pm., local prevailing time on February 14, 2025 at the following addresses:

By Hand Delivery or Delivery Service

Town of McAdenville
Attn: Lesley Dellinger, Town Administrator
163 Main Street
McAdenville, NC 28101

By US Mail

Town of McAdenville
Attn: Lesley Dellinger, Town Administrator
PO Box 9
McAdenville, NC 28101

2.0 BACKGROUND

McAdenville is currently under contract with Harrison Sanitation to provide curbside collection and disposal of MSW and Yard Waste for Town residents through June 30, 2025. Residents have a cart for MSW and a cart for Yard Waste.

Currently, Town records indicate 400 sets of carts are being used by Town customers. This number fluctuates slightly due to new residents, requests for additional sets of carts, or termination of service. All new customers, additional cart requests, and termination of curbside service must be coordinated with the McAdenville Deputy Finance Officer.

Recycling is not currently picked up from residences. We are interested in getting proposals for this activity to be picked up every other week. This item should be proposed separately on the Proposal Form. More information on this proposal can be found in Attachment 1.

Bulk items are picked up currently on an as-needed basis through the current provider. We would be interested in getting proposals for this activity on a monthly basis. This item should be proposed separately on the Proposal Form.

3.0 QUALIFICATIONS OF VENDORS

To demonstrate its qualifications for the work, each Vendor shall submit with its Proposal satisfactory proof of its qualifications to perform in a satisfactory manner all of the work covered by this Request for Proposals (RFP). Each Vendor shall submit, among other items, information, evidence, and statements with respect to the following (this information is also required for any Subcontractors):

- A. That it has a well-trained, competent organization which has done work of similar character and value. Any subcontractors shall be identified.
- B. That it will have available adequate equipment and facilities to do the work. Information on the proposed collection vehicle(s) and residential container(s) shall be provided.
- C. That it has ample equipment, supplies, and repair parts to maintain all required equipment and facilities properly and with a minimum of delay.
- D. A financial statement indicating the financial history and viability of the Vendor.
- E. A listing of current service contracts by the Vendor similar in nature and magnitude to the work proposed herein. The information shall include, at a minimum, the following:
 - 1. Contract information – Name, Location, Value
 - 2. Owner Information – Name, Address, Telephone Number, Contact Person

Information submitted is subject to applicable public records law. Proprietary or otherwise confidential information should be marked “Proprietary/Confidential” in the proposal. A request for determination from the McAdenville Town Attorney as to public records requirements concerning Proprietary/Confidential information should be made before proposal is submitted.

4.0 EXAMINATION OF PROJECT REQUIREMENTS AND CONDITIONS

Before submitting a Proposal, each Vendor shall have the following responsibilities:

- A. Examine this RFP thoroughly.
- B. Visit the Town to become familiar with local conditions that may in any manner affect performance of the work
- C. Become familiar with Federal, State, and local laws, ordinances, rules and regulations affecting performance of the work.

5.0 INTERPRETATION

All questions about the meaning or intent of this RFP shall be submitted in writing to:

Town of McAdenville
Attn: Lesley Dellinger, Town Administrator
163 Main Street (PO Box 9, if submitted by US Mail)
McAdenville, NC 28101
Phone Number: (704)-824-3190
Email: l.dellinger@townofmcadenville.org

Replies will be issued by Addenda, electronically mailed, posted to the Town website at townofmcadenville.org, or otherwise delivered to all parties recorded by the Town as having received this

RFP. Questions received less than five (5) days prior to the date for opening of Proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Addenda, when issued will be on file at the Town offices at least twenty-four (24) hours before Proposals are opened. It shall be the Vendor's responsibility to make an inquiry as to the Addenda issued. All such Addenda shall become part of this RFP, and all Vendors shall be bound by such Addenda, whether or not received by the Vendors.

6.0 DEFINITIONS

For the purpose of this RFP, the following definitions shall apply:

- A. Approved Containers: Contractor provided containers.
- B. Brown Goods: Furniture or other household items, including upholstered pieces and mattresses.
- C. Bulky Waste: White goods (as defined below), brown goods (as defined above), loose brush greater than four (4) feet in length or four (4) inches in diameter, auto parts, and other oversized waste which are customary to ordinary housekeeping operations of a Residence (as defined below).
- D. Construction and Demolition Waste: Waste resulting solely from construction, remodeling, repair, or demolition operations on buildings or other structures; but not inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar non-hazardous material.
- E. Contractor: The successful Vendor which the Town enters into a Contract for residential waste collection.
- F. Customers: Residential Units located within the Town, identified by the Town or by the Contractor, as being eligible for and in need of the Services provided by the Contractor. Business establishments are required to obtain their own waste collection services and are not provided waste collection services by the Town.
- G. Town: McAdenville, North Carolina
- H. Municipal Solid Waste (MSW): Any solid waste resulting from the operation of residential units. Municipal solid waste does not include hazardous waste, construction or demolition waste or debris, white goods, brown goods, tires, or yard waste.
- I. Recyclable: Those materials that are capable of being recycled and that would otherwise be processed or disposed of as solid waste.
- J. Rejects: Materials in the Recyclables stream that do not consist of materials acceptable for recycling.
- K. Residence: Either a single-family home, a duplex, a triplex, a quadplex, a condo, or a townhouse.

- L. Residue: That portion of the Recyclables stream that is not able to be recycled due to breakage and/or transportation or processing inefficiencies.
- M. White Goods: Any and all household machines or appliances.
- N. Yard Waste: “Yard trash” or “land-clearing debris” as defined in NCGS §130A-290. Yard Waste shall not include debris from commercial/professional landscaping or excessive debris caused by storms or inclement weather.

7.0 GENERAL REQUIREMENTS AND CONDITIONS

7.1 Residential Collection of Municipal Solid Waste and Yard Waste

The Contractor shall provide curbside collection of Municipal Solid Waste (MSW) and Yard Waste from Residents of the Town on a weekly basis. Containers/carts shall be placed curbside or at another readily accessible location specified by the Town. Backdoor service shall be provided for those periods specified on a list of disabled residents submitted by the Town on a periodic basis. The Town will require documentation from a physician prior to the addition of a Resident to this list.

The Contractor shall handle the carts in a careful manner to avoid spillage and damage. All carts shall be returned to their proper curbside position with lids closed. No cart shall be left in front of mailboxes or in a manner which would block a driveway. If access to a cart is blocked, the Contractor shall notify the Resident and the Town. Residents will maintain adequate access for removal and service of the containers.

Note that the collection of recyclables, white goods, brown goods, and/or other bulky waste is not a part of the requested services, but as a separately listed item as noted in Section 2.0 Background.

7.2 Yard Waste

Unless otherwise agreed to by the Town, Yard Waste collected by the Contractor shall include the following materials (at a minimum):

- Leaves
- Trimmed tree branches
- Yard debris from trimmed bushes and plants
- Tree limbs no longer than 4 feet in length or 4 inches in diameter
- Live Christmas Trees
- Bagged yard waste during leaf season

The Contractor may require the use of compostable paper bags during leaf season. Please note in Proposal if paper bags will be required.

The Contractor is responsible for the delivery of Yard Waste to a permitted landfill separately from MSW. The Town shall be informed of changes in the facility/facilities utilized by the Contractor.

Yard Waste shall not include debris from commercial/professional landscaping or excessive debris caused by storms or inclement weather.

7.3 Residential Customers

The Contractor shall provide to each residence one ninety-six (96) gallon (or larger) rollout cart for curbside collection of MSW and one ninety-six (96) gallon (or larger) rollout cart for curbside collection of Yard Waste. The Contractor shall maintain and replace carts, except in cases of damage or destruction by Residents. The Contractor shall maintain an adequate inventory of rollout carts in order to provide delivery within forty-eight (48) hours. Customers desiring to obtain extra rollout carts must make the request through the Town and will be charged an extra monthly cart charge for each cart requested. The Town will notify Contractor of addresses with extra carts.

7.4 Ownership of Collected Material

The ownership of MSW and Yard Waste collected under this Contract shall vest in the Contractor once the waste or yard waste has been loaded on the Contractor's vehicles.

7.5 Hours of Operation

7.5.1 Residential Collection

Residential collection services shall be performed generally during daylight hours on a regular schedule and shall not commence prior to 7:00 am or extend after 7:00 pm, unless otherwise approved by the Town.

7.5.2 Holidays

A listing of holidays that would change the Contractor's schedule of pickup shall be provided to the Town and the revised schedule communicated to the residents by the Contractor.

7.6 Compensation

7.6.1 Residential Service Fees

For residential curbside MSW and Yard Waste collection, the Contractor shall be compensated by the Town monthly based on a count of the customers serviced.

7.6.2 Date of Payment

Payment for each calendar month of services hereunder shall be made by the Town within thirty (30) days of the date of the invoice.

7.6.3 Fee Adjustments

The Contractor shall be entitled to an increase in payment equal to the amount of any fee, surcharge, duty, tax, or other charges of any nature imposed by the Federal and/or State

government or any agencies thereof which become effective on or after July 1, 2025, which is payable solely by reason of the nature of collection operations conducted by Contractor.

The Contractor shall provide documentation of such increases to the Town and an explanation of how the increase has been calculated. Contractor's compensation shall not be increased pursuant to this paragraph until the first of the fiscal year following notification by Contractor to Town of such an increase; however, the Town shall negotiate in good faith regarding payment of the increase during the preceding period.

7.6.4 Fuel Adjustment

No adjustment for the cost of fuel will be part of the Contract. If desired, Vendors may propose a fuel adjustment as a condition of an alternate proposal.

7.6.5 Consumer Price Index (CPI) Adjustment

The compensation payable to the Contractor hereunder shall be adjusted on July 1 of each subsequent year from the effective date of the Contract, effective as of each such date, to reflect the increase or decrease in the cost of living as described in the national Consumer Price Index (CPI) published by the United States Bureau of Labor Statistics (or any successor thereto) All Urban Consumers, South Region, (CPI-U) All Items, (1982-84=100) for the period of April 1 through March 31. The annual adjustment based on the CPI shall not exceed four percent (4%). The total adjustment over the term of the contract shall not exceed a cumulative ten percent (10%).

7.7 Term

The term of the proposed Contract shall begin on July 1, 2025, and shall extend for a five (5) year term. At the discretion of the Town, the Contract may be renewed for a maximum of two (2) additional five (5) year terms unless either party notifies the other of non-renewal at least one hundred eighty (180) days before the end of the then current term.

7.8 Additional Agreements

7.8.1 Contract Manager

The Contractor shall provide a Contract Manager, with authority to act for the Contractor in performing and monitoring the required work. The Contract Manager shall be the Town's main point of contact for work performed under this Contract.

7.8.2 Office

The Contractor shall provide an office, equipped with telephone service on a toll-free basis, and such attendants as are necessary to receive and handle complaints inquiries between the hours of 8:00 am and 5:00 pm, Monday through Friday. The Contractor shall provide an emergency phone number where management personnel can be reached at any hour. Complaints concerning missed deliveries shall be corrected within 24 hours of the Contractor's receipt of notice thereof. All complaints made by Residents with regard to

work performed under the proposed Contract shall be recorded and given prompt and courteous attention and the town shall be notified of each complaint.

7.8.3 Schedules and Reports

The contractor shall provide the Town with current maps and schedules of collection routes. If changes in routing alter the day of collection, the Contractor shall so notify the Town. The Contractor shall provide monthly reports to the Town during the contract period. The Contractor shall ensure that all records and reports provided to the Town are accurate and for collections services are limited to the MSW collected pursuant to the proposed Contract. The reports shall include monthly and year-to-date data on the following:

- a. Summaries of the tonnages of MSW and Yard Waste collected.
- b. A summary of containers and replacement containers provided and household addresses where replacement containers have been provided.
- c. A description of program progress, including a collection of complaints or other problems encountered and how they were resolved. Records of complaints should include the date received, name of Resident, address, and telephone number.

7.8.4 Emergency Services

The Contractor shall provide extra services in the event of severe weather or other natural disaster for compensation to be agreed upon in advance.

7.8.5 Equipment

The Contractor shall repair and maintain its equipment in clean, sanitary, and serviceable condition. Service vehicles shall have two-way communication equipment in order that the contractor might respond promptly and effectively to complaints or to meeting the needs of customers.

7.8.6 Employees

The Contractor's employees shall wear clean and appropriate uniforms and shall conduct their work courteously.

7.8.7 Performance

The services of the Contractor shall be handled in such a manner as to preserve good public relations with the citizens of the Town. The Contractor shall exercise care to prevent littering and scattering of waste in the areas served. The Contractor shall routinely clean up and remove any leach water, vehicle fluids, and all spilled waste.

7.8.8 Public Education & Awareness

The Contractor shall provide clear concise information to Customers related to the collection of municipal solid waste and yard waste including a collection schedule, instructions for handling of containers, and a listing of acceptable Yard Waste items and dimensions. Information on ways to reduce waste shall also be provided. This information shall be provided to Customers upon initiation of service and at least annually. Adequate notice of any change in collection schedule shall also be provided to affected Customers.

7.8.9 Permits: Licenses

The Contractor shall obtain and maintain, at its expense, all necessary permits and licenses.

7.8.10 Performance Bond

Prior to the effective date of the proposed Contract, the Contractor shall furnish to the Town a performance bond for the faithful performance of the work and all obligations arising therefrom in the initial amount of \$500,000. The amount of the performance bond shall be reduced annually by 20% during the term of the Contract. It shall be executed by a surety company licensed to do business in the State of North Carolina. A certificate from the surety company showing that the bond premiums are paid in full shall accompany the bond. Any 5-year renewal that is exercised will require a new performance bond to cover the renewal term under the same structure outlined in this section.

7.8.11 Insurance

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Contract. Renewal certificates shall be sent to the Town thirty (30) days prior to an expiration date. There shall be a thirty (30) day notification to the Town in the event of cancellation, modification of coverage, or erosion of aggregate limits of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provision shall be forwarded to the Town. The Town shall be named as an additional insured on both the general liability and auto liability policies.

The limits of liability of all insurance required herein shall be as follows:

Coverage	Limits of Liability
Workman’s Compensation	Statutory
Employer’s Liability	\$500,000
Bodily Injury Liability (Except Automobile)	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage Liability (Except Automobile)	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

7.9 Force Majeure

The Contractor shall be relieved of its obligations when acts of God, war or public enemy, civil commotion, riot or insurrection, governmental interference, or any other event or condition beyond the control of the Contractor renders substantially impossible its performance. During such periods a mutually agreed reduction in charges reflecting the reduction in services shall be made. The Contractor shall make all reasonable efforts to resume service as expeditiously as possible.

7.10 Indemnification

The Contractor agrees to indemnify, save harmless, and defend the Town from and against any and all liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including the cost of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulation, or orders caused in whole or in part by: (1) the Contractor's breach of any term or provision in the proposed Contract; or (2) any negligent or willful act of mission of the Contractor, its employees, or subcontractors.

7.11 Disputes

Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction of any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be McAdenville.

7.12 Compliance with Laws

The Contractor shall conduct all operations in strict compliance with all Federal, State, and local laws, ordinances, rules and regulations, including all safety, preventive, and remedial measures required by the North Carolina Department of Environmental Quality, the U.S. Environmental Protection Agency, the Occupational Safety and Health Administration and any other Federal, State, or local agencies having jurisdiction over the Contractor or its activities.

7.13 Non-Discrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, religion, or national origin.

7.14 Assignment

The services and obligations of the Contractor may not be delegated or transferred to any person, firm, or corporation without the prior express written consent of the Town to such delegation or transfer. The Contractor may enter into agreements for provision of services with respect to the fulfillment of the Contractor's duties and obligations hereunder without the necessity of such consent.

7.15 Default

If either party breaches the Contract or defaults in the performance of any of the required covenants or conditions for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate the Contract as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

8.0 TOWN OBLIGATIONS

8.1 Exclusivity

During the term of the Contract, the Contractor shall be the exclusive provider for the curbside collection of MSW and Yard Waste from Customers of the Town.

9.0 ALTERNATIVE PROPOSALS

Vendors may wish to provide alternate proposal(s) which deviate from the proposed conditions stated herein and which may benefit the Town. The effect of the alternate proposal(s) on each of the requirements and conditions stated in the RFP should be clearly defined. Specifically, the Town is interested in alternate proposals involving recyclables and bulky item collection services.

10.0 SUBMISSION OF PROPOSALS

McAdenville requests that three (3) hard copies and one (1) electronic file (.pdf) of Proposals be submitted at the time and place indicated in Section 1.0. Each Proposal shall be included in an opaque sealed envelope, marked with Project Title (“Proposal for Residential Solid Waste and Yard Waste Collection”), name and address of the Vendor, and be accompanied by other required documents. No Proposal will be considered unless filed on or before the time and the place designated. Proposals received after the time set for the opening will be returned unopened.

The sealed Proposal, marked as indicated above, should be enclosed in an additional sealed envelope, similarly marked and addressed to:

By Hand Delivery or Delivery Service

Town of McAdenville
Attn: Lesley Dellinger, Town Administrator
163 Main Street
McAdenville, NC 28101

By US Mail

Town of McAdenville
Attn: Lesley Dellinger, Town Administrator
PO Box 9
McAdenville, NC 28101

Proposals sent by mail or courier, and arriving after the time for opening of Proposals shall not be considered valid. In such instances, the Vendor shall have no claim against the Town.

Electronic files should be sent to L.dellinger@townofmcadenville.org.

THE FOLLOWING INFORMATION SHALL BE SUBMITTED WITH THE PROPOSALS:

- A. Qualifications (see Section 3.0)
- B. Proposal Form (Attachment 2)
- C. Any Alternate Proposal(s)

Failure to submit the above information with the proposal may be just cause for rejection of the Proposal by the Town in the Owner's sole discretion.

Proposals shall be valid for a period of 180 days or until such time that the Town executes a Contract with a Contractor (whichever is shorter).

11.0 SELECTION PROCESS

The Town reserves the right to reject any and all Proposals and waive any and all formalities, and the right to disregard all alternate, non-conforming, or conditional Proposals or counter proposals.

In evaluating Proposals, the Town shall consider the qualifications of the Vendors, whether or not the Proposals comply with the prescribed requirements, and alternates. The Town may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Vendors and any proposed Subcontractors to do the work to the Town's satisfaction. The Town reserves the right to reject the Proposal of any Vendor who does not pass any such evaluation to the Town's satisfaction. Price is an important factor, but not a controlling factor.

The Town may wish to schedule presentations by one or more Vendors to aid in the selection of the successful Vendor.

If a Contract is to be awarded it will be awarded to the Vendor whose evaluation by the Town indicates to the Town that the award will be in the best interest of the Town and as otherwise provided by law.

The Town will give the apparent successful Vendor a Notice of Selection within sixty (60) days after the day of the opening of Proposals. The Vendor will be required to enter into contract negotiations with the Town based on the terms specified in this RFP within thirty (30) calendar days of the date of Notice of Selection. Should the Town fail to negotiate an acceptable contract with the top-ranked Vendor, the Town will continue negotiations in order of rank until an agreement is reached or the negotiations are suspended.

ATTACHMENT 1

CRITERIA FOR RECYCLING PROPOSAL

CRITERIA FOR RECYCLING PROPOSAL

A separate Proposal for collection of Recyclables every other week should include the following criteria:

- A. Determination of the type of Recycling container to be provided by the Contractor.
- B. Information on proposed recycling facilities and/or vendors to be utilized for the processing of Recyclables collected under this Contract shall be provided.
- C. Recyclable Materials

Unless otherwise agreed to by the Town, Recyclables collected by the Contractor shall include the following materials (at a minimum):

- Paper products, including, but not limited to; junk mail, newspaper, magazines, catalogs, white and colored paper, cardboard, paperboard, and chipboard
- Aluminum food and beverage containers
- Plastics (#1 and #2)

The Contractor is responsible for the delivery of Recyclables to a recycling facility/facilities and/or vendor(s). The Town shall be informed of changes in the recycling facility/facilities and/or vendor(s) utilized by the Contractor.

Unless approved in writing by the Town, the Contractor shall not dispose of or cause to be disposed any Recyclables collected as part of this Contract with the exception of Rejects and Residue.

- D. Documentation of the receipt and processing of Recyclables at Contractor selected recycling facilities.
- E. The Contractor shall provide clear concise information to Customers related to the collection of Recyclables including a collection schedule, instructions for handling of containers, and a listing of acceptable Recyclables. Information on ways to reduce waste shall also be provided. This information shall be provided to Customers upon initiation of service and at least annually. Adequate notice of any change in collection schedule shall also be provided to affected Customers.
- F. Any additional information deemed pertinent to the service by the Contractor.

ATTACHMENT 2

PROPOSAL FORM

MCADENVILLE REQUEST FOR PROPOSALS
RESIDENTIAL SOLID WASTE AND YARD WASTE COLLECTION
TRANSFER AND DISPOSAL SERVICES

PROPOSAL FORM

Vendor Information:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Contact Name: _____

Email Address: _____

Vendors are requested to fill in the form in its entirety. If not providing a price for a particular option, please enter "No Proposal" for that option.

Vendor agrees to perform all the work described in the RFP for the unit prices listed below:

OPTION 1: WEEKLY CURBSIDE COLLECTION OF SOLID WASTE YARD WASTE (5-YEAR TERM)

Item	Unit Cost
Monthly Curbside Collection Service Fee – Solid Waste	\$ _____ per Cart (Vendor Supplied Carts)
Monthly Curbside Collection Service Fee – Yard Waste	\$ _____ per Cart (Vendor Supplied Carts)

OPTION 2: BI-WEEKLY RECYCLABLE COLLECTIONS

Item	Unit Cost
Monthly Curbside Collection Fee – Recyclables	\$ _____ Monthly Fee (Vendor Supplied Carts, Vendor owns collected Recyclables)

OPTION 3: QUARTERLY BULK ITEM COLLECTION

Item	Unit Cost
Monthly Bulky Item Collection	\$ _____ Monthly Fee