



## Village of Pinehurst, NC Request for Proposals

### To Provide Solid Waste Collection Services to Pinewild Country Club of Pinehurst Village of Pinehurst, NC

**INTRODUCTION:** The Village of Pinehurst, an incorporated municipality located in Moore County, North Carolina, seeks a qualified solid waste collection firm to provide residential solid waste collection services to the gated neighborhood known as Pinewild Country Club of Pinehurst. This neighborhood, with approximately 915 homes, is in the corporate limits of the Village of Pinehurst., NC. A private waste hauler currently serves this neighborhood under contract with the Village of Pinehurst and the Village's intent is to continue to contract solid waste service for this neighborhood.

The neighborhood is located on the western edge of the Village limits and all solid waste equipment will access from the main gate on Hwy. 211. The services desired are once per week collection of household trash, once per week collection of recyclables and once per week collection of yard debris, all performed on Wednesdays. The term of the contract will be from July 1, 2023 to June 30, 2027. The final contract will stipulate renewal clauses and conditions for possible contract extension. Instructions for submitting proposals are noted below.

**MAILING INSTRUCTIONS:** Mail/deliver two fully executed proposal documents to the address shown below in one sealed envelope. It is the responsibility of the bidder to have the bid submitted to the address below by 4:00 pm on Wednesday, November 30, 2022

<b>DELIVERED VIA Mail or OTHER MEANS</b>
VILLAGE OF PINEHURST ATTN: ASSISTANT VILLAGE MANAGER OF OPERATIONS – SEALED SW PROPOSAL 395 MAGNOLIA ROAD PINEHURST, NC 28374

**TABULATIONS:** There will be a public opening of bids at 4:00 pm on November 30, 2022 at Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, NC. As price is only one component of the selection process, the selected firm will not be determined until the full review process is complete.

**AWARD CRITERIA:** Award will be based on the lowest and best proposal(s) (most advantageous to the Village of Pinehurst) as determined by consideration of:

1. Price
2. General reputation & performance capabilities of bidder
3. Conformity with terms and conditions of this Request for Proposals
4. References
5. Demonstration of capability to perform function, and
6. Conformity with specifications.

**DEFINITIONS:**

**Recycling** – Any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed, and reused or returned to use in the form of raw materials or products. The Village of Pinehurst currently does not accept glass; The Village does have ongoing educational efforts to alert residents of this.

**Household trash** – All material customarily referred to as garbage, or refuse, and other discarded material, including solid and semi-solid waste materials or materials but not including (a) Hazardous Waste Materials as defined by the North Carolina Division of Environmental and Natural Resources or other State or Federal laws, rules, or regulations; (b) solid or dissolved materials in domestic sewage; (c) solid or dissolved materials in irrigation return flows; (d) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT. 880), (e) source, special

nuclear, or by-product materials as defined by the Atomic Energy Act of 1954, as amended (68 STAT, 923); (f) vehicular tires; (g) construction and demolition debris; (h) furniture, upholstered materials; (i) white goods; (j) yard waste.

**White Goods** – Any and all household machines or appliances.

**Yard Waste** – Leaves, limbs and grass clippings but not stumps, rocks, dirt or construction materials.

**SCOPE:**

1. Bidder will provide curbside collection of household trash at residential homes each Wednesday.
2. Bidder will provide curbside collection of loose, comingled recyclable materials from residential homes each Wednesday. (Note: Contractor does not need to sort recyclables, see #6 below.)
3. Bidder will provide curbside collection of yard debris from residential homes each Wednesday; Debris must be placed in the cart
4. White Goods collection will remain the responsibility of the Village of Pinehurst.
5. Furniture, upholstered pieces and mattresses are not collected and thus should not be included in the proposal.
6. All household trash, recyclables, and yard debris collected while performing the services above will be transferred by equipment owned and operated by the Bidder to the Moore County Landfill and Transfer Station or other approved landfill or MRF; Moore County Landfill is located at 456 Turning Leaf Way, Aberdeen, NC)
7. Bidder shall provide to each home and service weekly: one 96-gallon trash cart, one 96-gallon recycle cart, and one 96-gallon yard debris cart to each household. Cart sizes noted above are approximate.
8. Bidder shall submit on the accompanying Submittal Documents an **alternate** bid the provision of collection services only with carts provided by the Village of Pinehurst.

**Attachments to RFP:**

- (A.) Observed holidays.
- (B.) RFP Submittal Form

**GENERAL INFORMATION:**

1. Pinewild Country Club of Pinehurst currently has approximately 915 households.
2. Average monthly collection is: 40 tons of trash, 14 tons of recycling, and 30 tons of yard debris; Seasonal fluctuations and storm events can result in higher collection amounts.
3. Upon request by the homeowner, a maximum of one additional cart for each service may be purchased by the homeowner from bidder “at cost” plus a reasonable handling and delivery fee but the cost to collect the additional cart is to be provided at no additional charge to the resident or the Village.
4. The selected bidder will keep carts on hand as replacements to be delivered within 48 hours of request.
5. Collection of trash, recycling and yard debris occurs each Wednesday between the hours of 7 a.m. to 7 p.m.
6. The selected bidder shall observe the same legal holidays as the Village of Pinehurst for Wednesday collection service. If a holiday falls on Wednesday, collection is expected to occur on the next business day.
7. Assisted collection service is available for disabled or incapacitated customers upon the determination by the Village that the customer falls within these guidelines (possession of handicap parking placard or Doctor’s note). The bidder and the resident will determine a mutually agreeable location on or adjacent to the driveway within a reasonable distance of the home for cart placement and collection. Assisted collection is to be provided at no additional charge to the resident or the Village. The Village currently has 29 residents on the Pinewild assisted pickup list.
8. The Village of Pinehurst is to be listed as an additional insured on the Contractor’s insurance policy.
9. Tipping fees are not included in the cost of the collection and shall be paid separately by the Village either by reimbursement or inclusion on our monthly Moore County invoice.

**EQUIPMENT and PERSONNEL:**

- The bidder shall provide all personnel, labor, equipment and all other items necessary to provide services hereunder and shall be responsible for all associated costs.

- Bidder will provide the Village a list of all company owned equipment, (including year, make & model), to be used in providing services requested. If new equipment is to be acquired for this service, put "new" for year, make, and model. A form is included in the Submittal Documents.
- The bidder shall have sufficient equipment and back-up equipment available to ensure the timely and continuous fulfillment of the required services.

**PERMITS:** At the expense of the bidder, copies of any required permits and licenses for collection of all waste and/or dumping must be submitted with the proposal.

**DEVIATIONS:** Any deviations from specifications and requirements herein must be clearly pointed out by bidder, otherwise it will be considered that services offered are in strict compliance with these specifications and requirements and a successful bidder will be held responsible therefore. Deviations must be explained in detail. The Village makes no representation that deviations will be acceptable but may be considered.

**SALES TAX:** DO NOT include sales tax in bid amount.

**PROPOSAL SUBMISSION:** Proposals shall be submitted on forms attached hereto and additional sheets as necessary for expanded explanations, specifications, etc.

**BID BOND:** A bid bond or check equal to 5% of the bid is not required however, it is understood and agreed that bidder's proposal shall be firm and binding for up to ninety (90) days from the date herein above set for the opening of the proposals, with the effective contract start date of July 1, 2023.

**MODIFICATION TO RATES / CONSUMER PRICE INDEX:** Each twelve-month (12) period shall constitute a single term and each subsequent term after the first is subject to an adjustment equal to the Consumer Price Index (CPI), United States All Urban Consumers, Water, Trash Sewer Services published in April by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding twelve (12) month contract period.

## **GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE AND REJECTION:** The Village of Pinehurst reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in any bid. If either a unit, a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
2. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the bid shall be valid for 90 days from the date of the bid opening, with the effective contract start date of July 1, 2023
3. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.
4. **OFFICE:** The selected bidder must provide live telephone service to handle complaints and inquiries Monday through Friday from 8:00 a.m. to 5:00 p.m. The cost of operation and any overhead cost must be included in the proposal rate submitted at the time of the bid.
5. **STORMS & DISASTERS:** In the case of a storm, flood, hurricane or other disaster or other Acts of God, the Village shall grant the selected bidder reasonable variance from regular schedules and routes. In case of a storm or other disaster or other acts of God where it is necessary for the selected bidder to perform services beyond the scope of this Contract, the selected bidder and the Village shall negotiate the amounts to be paid for said services.
6. **SAFETY STANDARDS:** All services done by the selected bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements. .
7. **AWARD OF CONTRACT:** Qualified bids will be evaluated and acceptance made based on the lowest responsible, responsive bid that's most advantageous to the Village of Pinehurst. Upon review of all materials, one bidder will be selected to perform the services requested. Upon notification, the selected bidder will render a contract to the Village of Pinehurst for consideration. In the event an acceptable contract may not be agreed upon, the Village of Pinehurst will negotiate with the next selected bidder or may chose to send out another Request for Proposal. Those bidders not selected will be notified via US Mail or email.

8. **M/WBE:** The Village of Pinehurst invites and encourages participation in this procurement process by Historically Underutilized Businesses (HUB).
9. **INSURANCE:** The selected bidder shall present to the Village, by form of a certificate of insurance listing the Village as additionally insured, proof of its coverage for general liability, auto, workers compensation, etc. as part of the contract execution.

**COVERAGE:** During the term of the contract, the selected bidder at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the bidder shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation-** The bidder shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000, covering all bidders' employees who are engaged in any work under the contract. If any work is sublet, the bidder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- b. **Commercial General Liability-** General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile-** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage; \$1,000,000 uninsured/under-insured motorist; and \$1,000,000 medical payment.
- d. **Umbrella/Excess Liability:-** At the option of the contractor, the limits of the primary general liability and auto liability may be less than \$1,000,000 with an excess policy providing the additional limits required. This form of coverage must be approved by the Village and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Agreement.

**REQUIREMENTS:** All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any and all such insurance policies, except as they may conflict with existing North Carolina laws. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's Liability and obligations under the contract.

10. **INSPECTION AT BIDDER'S SITE:** The Village reserves the right to inspect, at a reasonable time, the equipment, plant, office, or other facilities of a prospective bidder prior to contract award, for the Village's determination that such equipment, plant, office, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
11. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.
12. **EXECUTION:** Failure to sign under EXECUTION section may render bid invalid.
13. **CLARIFICATIONS / INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the Assistant Village Manager of Operations of the Village of Pinehurst. Any and all revisions to this document shall be made only by written addendum from the Assistant Village Manager of Operations. The Bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source is of no effect.

## **Attachment (A)**

### **Village of Pinehurst, NC**

#### **OBSERVED HOLIDAYS**

New Years Day

Martin Luther King Holiday

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving (2 days)

Christmas (3 days, days may vary depending on if the 24<sup>th</sup> or 25<sup>th</sup> fall on a weekend)

**Attachment (B)**

**Village of Pinehurst, NC  
Request for Proposals for Solid Waste Services  
Submittal Document**

**NOTICE TO BIDDERS**

Sealed bids, subject to the conditions made a part hereof, will be received at the Village of Pinehurst Village Hall, 395 Magnolia Road, Pinehurst, NC 28374 until **4 pm on Wednesday November 30, 2022** for furnishing and delivering the services as described herein.

Proposals must be sealed and delivered or mailed per instructions on page 1.

All documents requested must be presented at time of submission of proposal. Failure to execute/sign bid prior to submittal may render bid invalid. Late bids will not be accepted.

BIDDING COMPANY	FEDERAL TAX ID
STREET ADDRESS	ACCOUNTS RECEIVABLE ADDRESS
CITY, STATE & ZIP	OFFICE TELEPHONE NO.
PRINT NAME & TITLE FOR BID CONTACT PERSON	CONTACT TELEPHONE NUMBER
CONTACT EMAIL	

**This form is required to be submitted as part of your bid proposal.**

**Village of Pinehurst, NC**

**BIDDER'S PROPOSAL**

BIDDING COMPANY NAME: \_\_\_\_\_

1. Rates per household for services of curbside household trash collection, recycling collection and yard debris collection (including the provision of carts) for Year One of the term;

Monthly Rate of Household Trash Collection                      \$ \_\_\_\_\_

Monthly Rate of Recycling Collection    \_\_\_\_\_

Monthly Rate of Yard Debris Collection    \_\_\_\_\_

Total Monthly Rate    \$ \_\_\_\_\_

2. **ALTERNATE BID** for Collection Services only (Carts provided by Village of Pinehurst, NC)

Monthly Rate of Household Trash Collection                      \$ \_\_\_\_\_

Monthly Rate of Recycling Collection    \_\_\_\_\_

Monthly Rate of Yard Debris Collection    \_\_\_\_\_

Total Monthly Rate    \$ \_\_\_\_\_

The undersigned offers and agrees to furnish and deliver any or all items at the price bid above for year one of the contract term. By executing this bid, I certify that this bid is submitted competitively, without collusion and represents all fees and charges proposed with respect to this Request for Proposal.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

The Village of Pinehurst reserves the right to accept or reject all proposals for any reason it deems appropriate.

**This form is required to be submitted as part of your bid proposal.**

**Village of Pinehurst, NC**

**REFERENCES**

BIDDING COMPANY NAME: \_\_\_\_\_

1. Please list three current Municipalities that are under contract with the Bidding Company for solid waste services. Include a contact name, phone number and email address for each municipality listed.

Municipality	Contact	Telephone Number	Email Address

**This form is required to be submitted as part of your bid proposal.**



Village of Pinehurst, NC

EQUIPMENT TO BE UTILIZED

BIDDING COMPANY NAME: \_\_\_\_\_

<b>Vehicle/Equipment Type (Compactor, 1 ton truck, etc.)</b>	<b>Year</b>	<b>Make (Heil, McNeilus, Ford, etc.)</b>	<b>Model</b>

**This form is required to be submitted as part of your bid proposal.**