



Forsyth County

Request for Qualifications and Proposals

Exclusive Franchise for Residential and Small Business Service Collection, Transportation and Disposal of Solid Waste in Unincorporated Areas 4, 8, 9, 10, 11, 13, and 15 of Forsyth County with Availability of Optional Curbside Recycling Service Included

QUALIFICATIONS AND PROPOSALS WILL BE RECEIVED UNTIL

3:00 PM, Tuesday, March 27, 2018

at

**City/County Purchasing Department
City Hall Suite 324
101 North Main Street
Winston-Salem, NC 27101**

Notice of

MANDATORY PRE-PROPOSAL CONFERENCE

WILL BE HELD

2:00 PM, Friday, March 9, 2018

in

Meeting Room B, Fourth Floor, Forsyth County Government Center located at 201 North Chestnut Street, Winston-Salem, North Carolina

Exclusive Franchise to Provide Curbside Solid Waste Collection Service in Certain Unincorporated Areas of Forsyth County with Availability of Optional Curbside Recycling Service Included

This document IS NOT the complete proposal. To obtain the completed proposal specifications contact Jerry Bates via email jerryjb@cityofws.org, by phone 336-747-6939, or visit the Purchasing Department, City Hall Building, Suite 324, 101 North Main Street, Winston-Salem, NC during regular office hours.

SECTION I: INTRODUCTION

1.1 Overview

Forsyth County seeks to award one or more Exclusive Franchise(s) for solid waste collection service in Franchise Areas 4, 8, 9, 10, 11, 13, and 15, located in the unincorporated area of the County, as illustrated in Attachment A, with availability of optional curbside recycling service, beginning January 1, 2019 or such date as determined by the County. The Franchise Holder(s) shall provide weekly curbside collection of solid waste from residential and small business Subscribers as set forth in Attachment B, and provide optional curbside recycling service as set forth in Attachment C.

Forsyth County encourages submittals from minority businesses by providing certified minorities an equal opportunity to participate in all aspects of the procurement process.

1.2 Notice to Service Providers

It is certified that this submittal is made in good faith and without collusion with any person submitting a Qualification/Proposal for a Franchise or with any officer or employee of Forsyth County. The undersigned further agrees that in connection with the performance of specified services, not to discriminate against any employee for employment because of race, religion, color, sex, age, handicap, political affiliation, or national origin.

This submittal must be signed by an authorized official of the offering firm.

1.3 RFQ/RFP Response Submission

Qualifications/Proposals must be submitted in a **sealed container or opaque envelope** containing **one original** (please mark document as original) submittal showing original signatures, **and two copies** of the complete document. In addition to the three (3) hard copies, the **Service Provider must also include one (1) digital version** containing only the information included in the hard copy version of the submittal in a pdf format and the digital version must be clearly labeled with the Company Name and RFQ/RFP name. **All responses must be delivered not later than March 27, 2018 at 3:00 pm to:**

Jerry Bates, Purchasing Director
City/County Purchasing Department
City Hall Suite 324
101 North Main Street
PO Box 2511
Winston-Salem, NC 27101

Late responses will not be accepted. Faxed copies will not be accepted.

Mark all envelopes containing submittals as “Submittal for Franchised Solid Waste Collection, with Optional Curbside Recycling Collection Included FB18234” If a Service Provider does not want to submit Qualifications/Proposals but desires to acknowledge receipt of the RFQ/RFP, the reply envelope shall be marked “No Qualification/Proposal.”

The County will not be obligated for the expenses of any Service Provider arising out of preparation and/or submittal of responses to this RFQ/RFP. Any and all submittals to this RFQ/RFP are to be prepared at the cost and expense of the Service Providers, with the express understanding that there may be no claims whatsoever for the reimbursement of any costs, damages, or expenses relating to this procurement from the County or any other party for any reason (including the cancellation of this RFQ/RFP).

Submittals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the Qualification/Proposal.

All submittals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the submittal, or if the submittal fails to conform to the requirements of the RFQ/RFP, the County will be the sole judge as to whether that variance is significant enough to reject the Qualification/Proposal.

Submittals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form. The County reserves the right to reproduce submittals for internal use in the evaluation process.

All submittals shall be made on the Qualification/Proposal forms attached hereto and shall provide the proposed fees and charges in both words and numerals. All blank spaces in each Qualification/Proposal form, together with appropriate schedules, must be completed in full in ink or typewritten, in both words and figures.

If a unit price already entered by the Proposer on a proposal form is altered, it shall be crossed out with ink and the new price entered above or below it, and initialed by the Proposer in ink.

1.4 Service Provider Selection

The selection of a Service Provider shall be determined by the County in its sole discretion. The County reserves the right to award the Franchise(s) based solely on the responses to this RFQ/RFP or for any reason deemed sufficient by the County. The County reserves the right to reject any or all submittals.

Selection will be based on the quality of the submittals and each Service Provider’s ability to meet the Key Criteria including but not limited to the Service Provider’s performance record in meeting the requirements of their existing customers and adherence to the requested documentation format. This includes the thoroughness of the submittal, as well as the format of the presentation, and Service Provider’s experience in providing similar services. The County reserves the right to meet with the finalist to review and confirm services and terms of the agreement.

SECTION II: REQUEST

2.1 Basis for Qualifications

Service shall consist of weekly collection of solid waste as outlined in Attachment B. Participation in the solid waste collection service is optional and at the discretion of individual households and small businesses. The Franchise Holder(s) must serve any household or small business that requests service in the unincorporated areas of the County for which Qualifications/Proposals are submitted under this RFQ/RFP, unless the party is more than thirty (30) days in arrears in payment for such service. Service shall also include optional curbside recycling collection service, as outlined in Attachment C, with collection being provided at least once every two

weeks. The Franchise Holder(s) must serve any household or small business that requests recycling service in the unincorporated areas of the County for which Qualifications/Proposals are submitted under this RFQ/RFP, unless the party is more than thirty (30) days in arrears in payment for such service.

The areas to be served are designated as Franchise Areas 4, 8, 9, 10, 11, 13, and 15 as shown in Attachment A. Service Providers may submit a Qualification/Proposal form for any one, combination of more than one, or all of the above listed areas. These areas lie outside of the corporate limits of the municipalities within Forsyth County. Current municipal boundaries are shown in Attachment D. Should any portion of areas 4, 8, 9, 10, 11, 13, or 15, as shown in Attachment A, be annexed or incorporated during the term of the franchise, such area shall then be expressly excluded from the provisions of this franchise. The Franchise Holder(s) shall not request or receive any adjustment in fees as a result of any annexation or incorporation.

The Franchise Holder(s) shall render continuous weekly solid waste collection service and collection of recyclables at least once every two weeks on a regular schedule, as approved by the County Manager or his designated representative, to every residence or small business in all of the areas for which Qualifications/Proposals are submitted under this RFQ/RFP, provided that the occupant, owner, tenant, lessee, or proprietor of a residence or small business is willing to subscribe to and pay for service. For purposes of franchised collection services, "small business" shall only include those businesses whose weekly refuse disposal needs do not exceed those allowed for Subscribers under the County's solid waste franchise ordinance. Occupants, owners, tenants, lessees, or proprietors of such residences or small businesses who are users of franchised collection services are hereinafter referred to as "Subscribers".

Subscribers will be billed quarterly in advance. Collection of fees from Subscribers for services provided will be the sole responsibility of each Franchise Holder. Subscribers can cancel any or all services at any time. Subscribers may choose to sign up for solid waste collection service, and/or recycling collection service. Neither service shall be offered contingent upon paying for a subscription for the other.

Each Franchise Holder is also responsible for providing Quarterly Reports to the County. These Quarterly Reports shall be due on or by the 15th day of the month following each calendar quarter beginning April 15, 2019. At a minimum, the Quarterly Reports shall include (a) number of Subscribers for the quarter, (b) number of Subscribers whose service was terminated and the reasons for termination (lack of payment, moved out of area, etc.), (c) the quantity of solid waste collected reported in tons, and (d) the quantity of recyclables collected reported in tons.

Mandatory Pre-submittal Meeting:

A meeting will be held for all interested prospective Franchise Holders on March 9, 2018 at 2:00 pm in Meeting Room B on the fourth floor of the Government Center located at 201 North Chestnut Street in Winston-Salem. Submittals from Service Providers not represented at this mandatory meeting will not be considered. For directions to the Government Center, please call or email, Michael Settle, at (336) 703-2443; settleme@forsyth.cc.

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Scope of Services

The following general provisions are applicable for all services to be provided by the Franchise Holder(s). The scope of services could change depending on the final selection.

2.3.1 Personnel Requirements

The Franchise Holder(s) shall have a local customer service telephone number and contact person in North Carolina to receive and process service requests, inquiries, or complaints.

2.3.2 Customer Communications and Complaint Handling Procedure

Each Franchise Holder shall notify all Subscribers about billing, services offered, payment, complaint procedures, preparing for collection, requirements, and day(s) for scheduled or rescheduled collection services. The Franchise Holder(s) shall notify all Subscribers of any alternate scheduled collection day when the normally scheduled day falls on a holiday.

The Franchise Holder(s) shall investigate and resolve all complaints within one working day of receipt.

2.3.3 Service Standards

Each Franchise Holder acknowledges and agrees that among the County's primary goals in entering into this agreement are to ensure that collection services are of the highest caliber and that customer satisfaction remains at the highest level.

The Franchise Holder(s) shall not commence collection in residential areas prior to 6:00 a.m. All collections shall be made as quietly as possible. Unnecessarily noisy trucks or equipment are prohibited. Each Franchise Holder shall pick up all blown, littered, and broken materials occurring at the point of collection resulting from its collection and hauling operations.

Each vehicle shall be equipped with a broom and shovel for use in cleaning up any spilled debris or material from streets, sidewalks, or residential property when said spillage is caused by the Franchise Holder.

The Franchise Holder(s) shall exercise care in the handling of containers, making certain that containers are emptied completely. Care shall be taken to prevent damage to property, including lawns, shrubs, and other plants. Each Franchise Holder shall require its employees to return the solid waste container(s) to the curbside location after being emptied, without throwing the container(s), damaging property or blocking driveways.

All persons employed by a Franchise Holder shall be competent, skilled, and qualified in the performance of the work to which they are assigned. All personnel shall be courteous and respectful in their interactions with the public at all times.

2.3.4 Compliance with Laws and Regulations

Each Franchise Holder shall comply with all federal, state, and local laws, rules, and regulations, in effect now or hereafter, during the time of the franchise agreement.

2.3.5 Permits and Licenses

Each Franchise Holder shall, at its sole cost and expense, obtain and maintain throughout the term of the agreement all permits, licenses, and approvals necessary or required for its employees and agents to perform work and services described herein.

2.3.6 Potential for Units Serviced

The County estimates the current total number of residential units in areas 4, 8, 9, 10, 11, 13, and 15, as shown in Attachment A, to be approximately 11,841. The estimated numbers of individual residential units in each area are: Area 4 = 2,360, Area 8 = 1,400, Area 9 = 2,153, Area 10 = 3,563, Area 11 = 2, Area 13 = 1,671 Area 15 = 692. Prospective Franchise Holders are encouraged to confirm the location and number of potential household and small business customers. The County makes no representation as to the number of residential units requesting service.

2.3.7 Vehicles and Equipment

The Franchise Holder(s) shall ensure by all necessary means that sufficient vehicles, equipment, personnel, and other necessary items are available to meet service requirements throughout the term of the franchise. In the event of equipment breakdown, each Franchise Holder must have an alternate method of pickup arranged in order that service will not be interrupted.

The Franchise Holder(s) shall keep all vehicles fully licensed and inspected as required by the State of North Carolina. The Franchise Holder(s) shall comply with any state and local vehicle registration, permitting or regulatory requirements.

All vehicles must be uniformly identified including company name, vehicle number, and phone number.

Vehicles or containers used for the collection and transportation of solid waste shall be leak-proof, durable, and of easily cleanable construction. All vehicles, equipment, and/or containers used for collection and transportation shall be maintained in good repair and cleaned as often as necessary to maintain sanitary conditions and prevent a nuisance or insect breeding. There shall be no solid waste transported on the outside of the vehicle in any manner.

Vehicles must carry a spill kit to manage any spills or leaks of leachate or vehicular fluids, such as oil, hydraulic fluid, transmission fluid, fuel, etc. Qualifications/Proposals must include a plan for how the prospective Franchise Holder will manage both small and large spills. Each Franchise Holder shall promptly clean up any spills or leaks from vehicles or containers.

A list of all vehicles and equipment to be used with year of manufacture, along with the condition of each, shall be provided in the initial submittal. An updated list shall be submitted to the County Manager's designated representative by June 30 on an annual basis during the term of the franchise.

The County Manager or his designated representative may inspect vehicles or require other documentation, as necessary, to ensure all vehicles and equipment meet the specifications outlined herein.

2.3.8 Compensation Adjustments

The fees for residential and small business solid waste collection, transportation, and disposal services may only be revised by action of the Forsyth County Board of Commissioners. The total monthly Subscriber Fee is reviewed and may be adjusted quarterly as set forth in Attachments B and C. The fees for curbside recycling collection, transportation, and disposal services will not be regulated by Forsyth County. These fees are to be set by the service provider.

2.3.9 Delivery of Solid Waste and Recyclables to Approved Facilities

It will be each Franchise Holder's sole responsibility to transport and deliver all solid waste collected in Forsyth County to an approved solid waste facility. It will be each Franchise Holder's sole responsibility to transport and deliver all recyclables collected in Forsyth County to an approved materials recovery facility. Each Franchise Holder shall be solely responsible for compliance with all federal, state, and local laws, including but not limited to equipment and permitting requirements applicable to the transport and delivery.

2.3.10 Additional Services

The Franchise Holder(s) shall provide backyard collection service to Subscribers with special needs, as certified by the County, for no additional fee. Subscribers certified for backyard collection service must place their carts within 150 feet of a passable road in an area free from obstructions.

2.3.11 Length of Term

The term of the Franchise Agreement will begin on January 1, 2019 and will end on December 31, 2021 and will be automatically extended for two additional two-year terms unless the County or the Franchise Holder provides one hundred eighty (180) days written notice of termination prior to the expiration of the initial term or of the two-year additional terms.

2.3.12 Assignment

A Franchise Holder may not assign or transfer the Franchise to another service provider. A Franchise Holder must receive prior, written authorization from the County before subcontracting any services relating to the Franchise.

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SECTION III: QUALIFICATION/PROPOSAL

The Qualification/Proposal must be signed by a person who has legal authority to contractually bind the prospective Franchise Holder and notarized. The County may disqualify any Service Provider who submits incomplete documentation. One original signed copy of the Qualification/Proposal plus two additional copies of the complete Qualification/Proposal shall be submitted and shall include the following sections in this order:

3.1 Qualification/Proposal Summary

The Qualification/Proposal summary is intended to serve as the document that the evaluators can use to quickly understand the technical and business aspects of the submittal. The items listed in the following subsections are required elements of the Qualification/Proposal summary.

3.2 Introduction to the Qualification/Proposal

Each prospective Franchise Holder shall provide an overview of its Qualifications/Proposal, including a brief description of the submitting firm, its services, ownership, resources, track record, and ability to meet the needs of the County as expressed in this RFQ/RFP.

3.3 Technical Qualification/Proposal

The Technical Qualification/Proposal is intended to serve as the document that the evaluators can use to quickly assimilate all technical business aspects of the submittal. The items listed in the subsections below are the required elements of the Technical Qualification/Proposal.

3.3.1 Service Provider's Statement of Organization

Complete the form provided in Attachment D.

3.3.2 Service Provider's Staffing

Attach organizational chart(s) for the Service Provider's staff showing the organizational responsibilities.

3.3.3 Solid Waste Collection Qualification/Recycling Collection Proposal Technical Description

Complete Attachment E.

3.3.4 References

Complete Attachment G.

3.3.5 Financial Qualifications

Each prospective Franchise Holder must provide a description of relevant Financial Qualifications as described below. The County will make its best efforts, but makes no representation that it will be able to maintain total confidentiality of Service Provider's financial information. At all times, the County will comply with the provisions of the public records law.

Financial information to be included with the submittal includes:

- The Service Provider's summary financial statements for the past three fiscal years. These statements must include, at a minimum, statements of financial position and changes in financial position.
- If the entity that will sign the agreement has a parent company or is proposing a joint venture, the parent company or joint venture company(ies) must also provide financial statements for the most recent three fiscal years.
- If the entity that will sign the agreement has been in existence less than three (3) years, the Service Provider must provide sufficient financial data to substantiate, to the satisfaction of the County, the Service Provider's financial capability and viability of the entity.

The County reserves the right to require submission by a prospective Franchise Holder, at no cost to the County, of certified audited financial statements for the prospective Franchise Holder, and/or an opinion by a Certified Public Accountant with regard to the financial status of such prospective Franchise Holder, including ownership of, or interest in, equipment and facilities prior to award of a Franchise.

3.3.6 Litigation History

Each prospective Franchise Holder must submit a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving \$100,000 or more, and all criminal legal actions within the company, its parent company, subsidiaries, all partners, or principals involved. For each case, the Service Provider must submit the following:

- The name of the claim, arbitration, litigation or action,
- The amount at issue or the criminal charges alleged, and
- The status of final disposition of the case.

Each prospective Franchise Holder shall submit a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the United States Environmental Protection Agency or any State or Local Enforcement Agency. The list shall include the name of the regulatory agency and the date of the enforcement action.

Each prospective Franchise Holder shall inform the County if it has had a permit, franchise, license, entitlement, or business license that has been revoked or suspended in the last five (5) years.

Each prospective Franchise Holder must list any claims against a Bid or Performance Bond and the results, or any contractual defaults or termination over the last five (5) years.

3.3.7 Solid Waste Collection Qualifications Review and Curbside Recycling Fee Proposal

Complete Attachment I

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3.3.8 Minimum Insurance Requirements

Each Franchise Holder shall procure and maintain insurance against claims for injuries to persons or damages to property for the duration of the term of the franchise agreement which may arise from or in connection with the performance of work hereunder by the Franchise Holder, its agents, representatives, or subcontracted Service Providers.

- A. **Commercial General Liability Insurance.** The Franchise Holder(s) shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall be no less than two times the occurrence limit. Such insurance shall:
 1. **Include Forsyth County, its officials, officers, and employees as additional insureds** with respect to performance of the services. The coverage shall contain no special limitation on the scope of protection afforded to the above listed insureds. Please mail certificate of insurance to Forsyth County Finance Department, Attn: Teresa Everhart, 201 North Chestnut Street, Winston-Salem, NC 27101.
 2. Be primary with respect to any insurance or self-insured retention programs covering the County, its officials, officers and employees.
- B. **Business Automobile Liability Insurance.** The Franchise Holder(s) shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.
- C. **Workers' Compensation and Employers' Liability Insurance.** Each Franchise Holder shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident.
- D. **Other Insurance Requirements.** Each Franchise Holder shall:
 1. ~~Prior to commencement of services, furnish the County with properly executed certificates of insurance which shall clearly evidence all insurance required in this section. Provide copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.~~
 2. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
 3. Maintain such insurance from the time services commence until services are completed.
 4. Place such insurance with insurers authorized to do business in North Carolina and having A.M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.
- E. The Service Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.