

# REQUEST FOR QUALIFICATIONS



## Residential Solid Waste Services

Issued: November 23, 2016

## Public Notice

The Town of Clayton (Town) is issuing this Request for Qualifications (RFQ) for Residential Municipal Solid Waste (MSW) collection and disposal services to firms (Contractors) whose combination of experience and expertise will provide timely, cost-effective and quality services for Town customers. The Town intends to select a qualified Contractor to provide collection and disposal services for trash, recyclable materials, special pick-up items and yard waste. The contract resulting from this RFQ will be for a period of five (5) years with options to renew for up to two (2) additional annual periods.

Contractors desiring to participate may obtain the RFQ documents from the Town of Clayton Operations Center, 653 NC Highway 42 West, Clayton, NC 27520. Telephone: (919) 553-1530.

Information regarding this RFQ, including any addenda, will be posted on the Town's website at [www.townofclaytonnc.org](http://www.townofclaytonnc.org)

Questions related to this solicitation must be submitted in writing to:

Tim Simpson  
Public Works & Utilities Director  
Town of Clayton  
P.O. Box 879  
Clayton, NC 27528  
Email: [tsimpson@townofclaytonnc.org](mailto:tsimpson@townofclaytonnc.org)

### Request for Qualification (RFQ) Instructions and Scope of Work

#### Overview

The Town (population 20,000 +/-) currently provides the following services via contractor to 6,600 +/- residential customers:

- **Weekly curbside trash collection using contractor furnished 96 gallon carts**
- **Weekly curbside yard waste collection**
- **Every other week recyclable material collection using contractor furnished 64 and 96 gallon carts (Future service will be provided with only 96 gallon carts)**
- **Weekly special pick-up services (paid by customer)**
- **Trash and recyclable cart maintenance/replacement**
- **Trash and recyclable materials collection from Town facilities at no charge**
- **Transport and appropriate disposal of collected trash, recyclable materials and yard waste**
- **Periodic public electronics recycling and document shredding events**

Please refer to the included Town of Clayton Chapter 96 Solid Waste Ordinance for additional information.

The Town requests respondents in their Statement of Qualifications (SOQ) to provide discussion about their experience, ideas and recommendations for efficiency improvements at a minimum for the following program topics:

- Collection routing analysis process
- “Pay as You Throw” collection programs
- Yard Waste collection service by customer subscription
- Yard Waste collection service utilizing a contractor-furnished container
- Yard Waste collection service provided by a sub-contractor to firm
- GIS and/or video equipment use for service delivery documentation
- Public electronics recycling events
- Public document shredding events

#### **RFQ Schedule of Events**

- Advertisement of RFQ: November 23, 2016
- Due Date for Questions: December 2, 2016
- Due Date for SOQs: December 9, 2016 at 4:00 PM EST
- Interviews (if necessary): December 12-14, 2016
- Selection Notification: December 19, 2016 (anticipated)

#### **Clarification of Ambiguities**

Contractors are expected to promptly notify the Town in writing to report any ambiguity, inconsistency or error in this RFQ. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error.

#### **Disclaimer**

Each Contractor must perform its own evaluation and due diligence verification of all information and data provided by the Town. The Town makes no representations or warranties regarding any information or data provided by the Town.

#### **SOQ Evaluation Criteria**

Each SOQ will be evaluated based on the Contractor’s responses to the requirements of this RFQ. Evaluations will focus on strengths, weaknesses, deficiencies and risks as demonstrated in the Contractor’s SOQ. The Town reserves the right to select the firm providing the best overall benefit to the Town.

The evaluation criteria include:

1. Experience in providing similar MSW services;
2. Qualifications of key staff identified in the SOQ, as demonstrated by other directly relevant experience;
3. Familiarity with Clayton, NC;
4. Availability of key staff; and
5. SOQ appearance and interview/presentation (if necessary).

### **Evaluation Process**

The Town will conduct a fair and impartial evaluation of all SOQs that are received in accordance with the provisions of this RFQ. The Town Manager will appoint a selection committee to evaluate and rank SOQs based on consensus. The selection committee will shortlist Contractors who, at the Town's discretion, may be requested to participate in interviews and/or discussions.

The Town reserves the right to obtain clarifications or additional information from any Contractor regarding their SOQ. All Contractors that submit SOQs will be notified of the final selection decision.

### **SOQ Format**

The Contractor's SOQ should consist of responses to the items listed below, and should include required forms and optional materials, if any. Contractors should submit five (5) original bound qualification packages and one (1) CD containing one consolidated digital copy of the complete SOQ in .pdf format.

All responses must be limited to a maximum of 20 pages. Required forms, sub-tabs and dividers do not count toward the page limit. SOQs shall be printed on 8 ½" x 11" paper, although organizational charts, matrices, or diagrams may be printed on larger sheets. Font size should be no smaller than 11 points for narrative sections, but may be reduced for captions, footnotes, etc. as required, while still maintaining legibility. Non-conforming submissions may be removed from consideration.

### **SOQ Content Requirements**

SOQs should provide forms and responses sequentially as follows:

- A cover letter that clearly indicates interest.
- The legal entity that would enter into a contract with the Town and include the location of company headquarters, local office location, type of business (sole proprietorship, partnership, corporation, etc.), State of incorporation or organization (e.g., NC), current size (financial and staffing), and the name and title of the person authorized to enter into an agreement. In addition, provide the office location, website, contact name and telephone number, name of each affiliated sub-contracting firm and the services to be provided.
- An organizational chart and identification of key members of the team, including sub-contractors who would be engaged to provide selected services. Specifically identify individual(s) who will serve as service area manager(s).
- Identify a minimum of three (3) current municipal clients. List only clients served by current staff of the contractor and any proposed sub-contractors. For each municipal client listed, include a brief description; the name, address and phone number of the client representative having knowledge of the contractor's work; the contract value; and the original and actual contract duration.
- List any pending or substantiated complaints against the firm and any principal of the firm or any employee identified in the SOQ.
- Discuss the methods, approach and QA/QC controls or processes adopted by the firm to ensure successful service delivery.
- Provide discussion of program topics listed above.

### **Due Date and Delivery of SOQs**

SOQs must be date and time stamped by the Town no later than 4:00 PM EST on December 9, 2016.

#### **Delivery Service**

Clayton Operations Center  
Town of Clayton  
653 NC Highway 42 West  
Clayton, NC 27520  
Phone: 919-553-1530

#### **US Mail**

Mr. Tim Simpson  
Public Works & Utilities Director  
Town of Clayton  
P.O. Box 879  
Clayton, NC 27528

### **Miscellaneous Provisions**

1. **Cost of SOQ Preparation**--The Town accepts no liability for the costs and expenses incurred by Contractors responding to this RFQ, in preparing responses for clarification, in attending interviews, participating in contract development sessions, or in attending meetings and presentations required for the contract approval process. Each Contractor that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that the Contractor cannot make any claims whatsoever for reimbursement from the Town for the costs and expenses associated with the procurement process.
2. **Ownership of Submittals**--Upon receipt by the Town, each SOQ becomes the property of the Town and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. SOQs will be reviewed by the Town's selection committee, as well as other Town staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by the firm should be submitted in a separate, sealed envelope marked "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Qualification package," and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In providing a SOQ, each firm agrees that the Town may reveal any trade secret materials contained in such response to all Town staff and Town officials involved in the evaluation process and to any outside consultant or other third parties who serve on the selection committee or who are hired by the Town to assist in the selection process. Furthermore, each firm agrees to indemnify and hold harmless the Town and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire proposal as a trade secret may be disqualified from consideration.

3. Financial Capacity; Insurance Requirements--Selected firms must have the financial capacity to undertake the work and assume associated liability. The selected firm will be required to provide certificates of insurance evidencing coverage for automobile liability in the minimum amount of \$1,000,000, commercial general liability in the minimum amount of \$1,000,000, and workers' compensation insurance as required by North Carolina statutes.
5. No Lobbying--The Contractor certifies that it has not and will not pay any person or organization to influence or attempt to influence an officer or employee of the Town, the State of North Carolina, any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a contract under this RFQ. In addition, in the event that a single contract awarded under this RFQ exceeds \$100,000, the contractor must fully comply with the requirements of Title 40 CFR Part 34, New Restrictions on Lobbying, and submit required certification and disclosure forms accordingly.
6. Town Reserved Rights and Options--The Town reserves the right to request substitutions of any key team member, including staff and sub-contractors. The Town reserves the right to contact any Contractor if such is deemed desirable by the Town to obtain any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The Town reserves the right to conduct investigations with respect to the qualifications and experience of any Contractor.

The Town reserves the right to modify any part of this RFQ by issuing one or more addenda during the RFQ response period. The Town reserves the right to reject any or all responses to the RFQ, to advertise for new RFQ responses, or to accept any RFQ response, in whole or part, deemed to be in the best interest of the Town. The Town reserves the right to waive technicalities and informalities.

This RFQ does not constitute an offer by the Town. A response to this RFQ shall not be construed as a contract, nor indicate a commitment of any kind. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the Town unless the Town and the Contractor execute a contract. The Town may select the Contractor to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the Town to execute a contract or to continue discussions. The Town can terminate discussions at any time and for any reason. No recommendations or conclusions from this RFQ process concerning the Contractor shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

6. Vendor Registration with the Town of Clayton--All successful firms and their sub-contractors must be registered as a Vendor with the Town to receive payment for services.

**Town of Clayton  
Amendment to Chapter 96  
Solid Waste Ordinance**

**§96.00 DEFINITIONS**

**(A) Building Materials**

Materials used in the construction of buildings or other structures .

**(B) Cart**

A movable plastic container issued by the Town which is to be used for the collection and disposal of solid waste.

**(C) Debris**

Accumulation of fallen leaves, limbs, or straw; uncontrolled growth of vines or brush; cuttings of weeds, bushes and trees; garbage; trash; junk; scattered remains of anything broken or destroyed; household furniture and appliances; by- products of any business or materials used in any business; any household waste; any other thing or material which may provide a hiding or breeding place for snakes or rats; or any other condition which may be a fire hazard, breeding place for mosquitoes, or which gives off obnoxious or offensive odors.

**(D) Dumpster**

A large volume solid waste container that has a hooking mechanism which allows it to be raised and dumped into a sanitation truck.

**(E) Force Majeure**

An extraordinary circumstance such as a calamitous natural event, that prevents regular delivery of services or requires special measures in the interest of public health and welfare.

**(F) Garbage**

Waste materials, excluding Yard Waste, that are generated by daily living including food scraps, non-recyclable packaging and other materials not otherwise suitable for recycling.

**(G) Landlord**

Any person, agent, firm, corporation, or partnership that has charge, care or control of any premises or property.

**(H) Recyclable Material**

Waste materials including but not limited to metals, glass, plastic and paper which are disposed of but intended for reuse.

**(I) Solid Waste**

Any garbage, debris or other discarded materials.

**(J) Yard Waste**

Solid waste solely consisting of vegetative matter resulting from landscaping maintenance.

**§96.01 GARBAGE AND RECYCLING COLLECTION ROUTES AND SCHEDULES**

- (A) Where the Town provides collection of garbage and recycling, residential property owners or their tenants must use Town collection services.
- (B) Single family residential customers will receive once per week curbside collection of garbage, and yard waste (i.e., limbs, grass clippings, plant trimmings), and collection of recyclable materials every other week.
- (C) Multi-family residential customers will receive once per week collection of garbage and the collection of recyclable materials every other week. It is the responsibility of the landlord to collect yard waste (i.e., limbs, grass clippings, plant trimmings).
- (1) Multi-family developments will receive an equivalent level of solid waste collection service per unit for volume collected as compared to a single-family unit.
  - (2) Multi-family developments or complexes which cannot readily or practically be served with standard solid waste and recycling carts may be subject to a solid waste disposal surcharge, based on the actual cost to the Town to serve the subject property with dumpsters.
  - (3) All new multi-family developments with more than eight units must have dumpster facilities. The Town and the landlord may enter into an agreement for solid waste disposal facilities and services, or the landlord may enter into an agreement with a private solid waste contractor providing equivalent service.
- (D) Non-residential customers are required to contract with a private solid waste contractor for garbage collection.
- (E) To ensure an equitable and timely delivery of solid waste services residential areas shall be divided into collection routes. Each route shall receive garbage and yard waste collection service once per week and recyclable collection every other week. The day of service may change as routes increase or decrease in size, but not without written notice. Affected customers shall be notified in advance of changes to their service collection schedule.

- (F) Normal service may be delayed due to extreme weather conditions, holidays, equipment breakdowns, or due to other unusual circumstances. In the case of holidays, general notice shall be provided in advance of any schedule change.

(Ord. passed 8-17-87; Am. Ord. passed 10-7-91; Am. Ord. passed 8-16-93; Am. Ord. 4-15-96) Penalty, see § 10.99

## **§ 96.02 GARBAGE & RECYCLING CARTS USE, CARE AND STORAGE**

- (A) The Town shall provide suitable carts for garbage and recyclables to each single family residential customer. The sole purpose of these carts is for garbage and recycling collection. Yard waste, hazardous materials, tires and all other materials not classified as municipal solid waste are prohibited from disposal in the Town provided carts.
- (B) Carts provided by the Town shall be kept on the private premises of the customer, property owner, resident, or occupant.
- (C) Every cart provided through this Section shall be maintained in a sanitary condition and shall be cleaned (i.e., washing or otherwise) by the customer, property owner, resident, or occupant. Each residential customer shall be responsible for the care and custody of their assigned carts. It shall be the customer's financial responsibility to replace any cart damaged or destroyed by improper use or neglect. The Town shall replace carts which are damaged or destroyed as a result of age, defect, or other incident beyond the customer's control.
- (D) It is the responsibility of each customer to place carts curbside for collection such that they do not interfere with vehicular traffic on the street or pedestrian traffic on the sidewalk. Any customer found in violation of this requirement may be subject to assessments or fines by the Town.
- (E) Carts should be placed curbside with the front side facing the street and the back (handle) side facing the residence. Multiple carts placed curbside should be spaced such that the collection truck can reach each cart without contacting the adjoining cart.
- (F) A pull-out service may be performed by collection personnel for those customers who are physically unable to move the cart out to the street, either due to age, illness, or other physical disabilities. Customers requiring pull-out service must contact the Town Customer Service Department to request this special service. Each request shall be taken into consideration by the Town to determine the actual need of the customer making the request. This service shall be granted at the Town's discretion.
- (G) Carts shall not be placed curbside before 5:00 p.m. on the day before the scheduled collection day. The cart must then be removed from the curbside no later than 8:00 a.m. on the next regular business day following the scheduled collection day. Any customer found to be in violation of this requirement may be subject to assessments or fines by the Town.
- (H) Garbage, recyclables and other household debris shall be limited to that amount which can be

placed within the carts provided by the Town, with the lid closed at all times. The Town from time to time, may provide customers seasonal exceptions to this limit. Seasonal exceptions will be listed on the Town's website.

- (l) Residential customers may request additional garbage carts and/or recycling carts for an additional fee.

(Ord. passed 8-17-87; Am. Ord. passed 10-7-91; Am. Ord. passed 8-16-93; Am. Ord. passed 4-15-96)  
Penalty, see § 10.99

### **§ 96.03 YARD WASTE COLLECTION REQUIREMENTS.**

- (A) As a part of the Town's monthly solid waste fee, the Town shall collect yard waste placed curbside in accordance with this ordinance each week.

- (1) Limbs up to four inches in diameter are limited to six feet in length. Limbs greater than four inches in diameter but less than 10 inches in diameter shall be collected only if cut into lengths of two feet or less. Limbs greater than 10 inches in diameter will not be collected. Limbs shall be stacked neatly behind the curb with all sawed ends facing the street.

- (a) Piles of limbs and other yard waste placed curb-side for collection shall be no greater than six feet in depth from the curb to the back of the pile, no greater than three feet high, and no greater than six feet wide.

- (b) Piles of limbs meeting the specified dimensions will be collected under the base collection fee.

- 1. Limbs exceeding the specified dimensions (size) in § 96.03(A)(1) above will not be collected and shall be considered in violation of this Ordinance.

- 2. A volume of limbs greater than the size specified in § 96.03(A)(1)(a) above shall be subject to a special collection fee.

- 3. In the event of force majeure, the Town Council may act to suspend special collection fees associated with limb collection for a specified time period.

- (2) Except as specified in § 96.03(C) below, yard waste (other than limbs but including leaves, grass clippings, pine straw, shrubbery, shrubbery clippings, other small natural waste materials) shall be containerized in clear plastic bags, boxes, or other plastic/metal containers (no greater than 50 gallons each) and shall be placed curbside for collection once per week. Standard yard waste collection service shall be included as part of the monthly solid waste fee.

- (a) Special collection fees shall be assessed for collection of all yard waste exceeding the dimensional standards established by this Ordinance. In the event of force majeure, the Town Council may act to suspend special collection charges for a specified time period.

- (3) Each year the Town shall publish a schedule for the collection of loose leaves on the Town's website. During loose leaf collection residents are relieved of the responsibility for containerizing leaves and may place leaves in the area generally located between the edge of the street and the sidewalk or ditch (not in the gutter or drainage ditch).
  - (a) Leaves shall be free of sticks, limbs, rocks, soil, and other debris. If leaves are mixed with other debris, they will not be collected. Mixed piles of debris and leaves must be separated before collection.
  - (b) Customers who containerize leaves can expect their leaves to be collected on the scheduled yard waste collection day each week.
  - (c) Loose leaf collection shall not follow a set daily schedule except that each residence shall receive one time per week, loose leaf collection during the defined season. The defined season shall be provided on the Town's website.
- (4) It is the responsibility of each customer to place yard waste so that it does not interfere with vehicular traffic on the street or pedestrian traffic on the sidewalk. Any customer found in violation of this requirement may be subject to assessments or fines by the Town.
- (5) The Town, shall not collect any building construction materials left by a contractor. It shall be the sole responsibility of said contractor to properly dispose of these waste materials.
- (6) The Town will not collect trees, stumps, limbs, and general debris related to land-clearing operations. It is the sole responsibility of the contractor and/or owner to properly dispose of said materials.
- (7) The Town will not collect tree cuttings related to the work completed by a tree care professional (i.e., tree surgeon, tree trimmer, and the like) hired by a residential customer, unless the cuttings comply with all requirements set forth in § 96.03(A)(1).

(Ord. passed 8-17-87; Am. Ord. passed 10-7-91; Am. Ord. passed 8-16-93; Am. Ord. passed 4-15-96) Penalty, see § 10.99

#### **§ 96.04 SPECIAL PICK-UPS.**

Customers placing waste materials in a volume greater than the dimensions specified for a regular collection or outside the scope of a regular collection including but not limited to appliances (white goods), furniture, building materials or household debris shall be subject to a "special pick-up" process and related charge. Customers may request a special pick-up with the Town, prior to collection, to authorize the collection and the assessment of a special collection fee (as indicated in the Town's fee schedule which is provided on the Town's website). The request must include a description of all materials and quantities to be collected. This special collection fee is applied to the customer's monthly utility bill after pick up of the materials. If the requestor is not a utility customer of the Town, but has residential property in Town, the requestor must also include a mailing address so that the collection fee may be invoiced to the requestor for payment.

Any customer found to be in violation of these requirements may be subject to assessments or fines by the Town.

(Ord. passed 4-15-96) Penalty, see § 10.99

### **§ 96.06 TIRE DISPOSAL.**

- (A) The Town shall collect tires, upon request, from residential customers only. There shall be an additional charge for this collection service. Customers wishing to request collection of tires shall contact the Town to schedule the collection (including address/ location and quantity of tires) and to authorize the assessment of a collection fee (as indicated in the Town's fee schedule which is provided on the Town's website) for this additional service. This fee shall then be applied to the customer's monthly utility bill after pick of the materials.
- (B) All tires must be clean and free of dirt and other foreign matter prior to collection.
- (C) A maximum of four tires may be collected per customer per week.
- (D) Placement of tires in carts provided by the Town is prohibited. Carts found to have tires inside will not be emptied until the tires are removed by the customer and disposed of properly in accordance with this Chapter.

(Ord. passed 2-5-90; Am. Ord. passed 10-7-91; Am. Ord. passed 8-16-93; Am. Ord. passed 4-15-96)

### **§ 96.07 NONCONFORMING MATERIALS.**

- (A) Any materials that do not conform to the requirements set forth in § 96.03 shall not be allowed to remain along the streets of the Town. Nonconforming materials are considered a nuisance violation, and fines will be assessed to the property owner in accordance with the provisions set forth in Chapter 97 of the Code of Ordinances.
- (B) The Town shall have the authority to abate the nuisance by removing the nonconforming materials. The property owner will be billed for the costs of removal incurred by the Town.
- (C) Prior to collection of nonconforming materials, the Town shall provide notice and post it on the premises of the customer, notifying the customer that they are in violation of the Town's ordinance and that the Town will collect the materials pursuant to this Section and assess fines unless said nonconforming materials are removed prior to the expiration date documented on the notice.
- (D) All administrative fees and charges assessed by the Town for the collection of nonconforming materials shall be applied to the customer's monthly utility bill after collection of said materials and shall be in addition to any other charges that would normally be due under any other

Sections of this Chapter.

(Ord. passed 7-18-94; Am. Ord. passed 4-15-96)

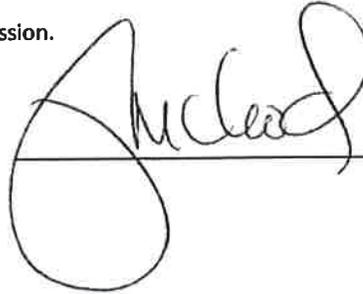
**§ 96.08 STOREFRONTS AND SIDEWALKS.**

It shall be the sole responsibility of each property owner, resident, occupant, and business to keep store fronts, streets, and sidewalks clear of debris. Any debris removed from sidewalks and store front areas shall not be placed into the streets, gutters, or drainage ditches. The placement of garbage, yard waste, or other debris in the streets, gutters, drainage ditches, and sidewalks of the Town is prohibited. Anyone found to be in violation of this Section may be subject to enforcement penalties by the Town.

(Ord. passed 8-17-87; Am. Ord. passed 10-7-91; Am. Ord. passed 8-16-93; Am. Ord. passed 4-15-96)

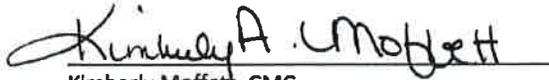
Ordinance to become effective after adoption on January 1, 2015.

Duly adopted this 1<sup>st</sup> day of December, 2014 while in regular session.



Jody McLeod  
Mayor

Attest:



Kimberly Moffett, CMC  
Town Clerk