



Request for Proposals

Exclusive Franchise for the Collection and Disposal of Solid Waste and Collection of Recyclables in Unincorporated Residential Areas of Buncombe County

Buncombe County Finance Department - Procurement Division

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Request for Proposals # SWF-2020

January 18, 2019

Pursuant to North Carolina General Statute 153A-136 and Chapter 62, Division 2 of the Buncombe County Code of Ordinances, proposals will be received by the Procurement Division for the County of Buncombe for the following:

Exclusive Franchise for the Collection and Disposal of Solid Waste and Collection of Recyclables in Unincorporated Areas of Buncombe County

It is the intent of the Buncombe County Board of Commissioners to grant a five (5) year, with the option for two (2) additional two (2) year extensions, exclusive franchise for the collection and disposal of solid waste and collection of recyclables in unincorporated areas of Buncombe County. Complete specifications and instructions are enclosed.

Sealed proposals subject to the conditions made a part hereof will be received by Buncombe County in the offices of Buncombe County Procurement, located at 200 College Street, 4th floor, Asheville, NC 28801. A mandatory pre-bid conference will be held at 30 Valley Street, Asheville, NC 28801 to discuss the proposal process and franchise to be granted. All questions about the RFP should be submitted in writing to Ron Venturella at ron.venturella@buncombecounty.org. Responses to questions will be published for all bidders to view.

In accordance with the Buncombe County Minority Business Plan, Buncombe County encourages proposals from minority businesses by providing certified minorities an equal opportunity to participate in all aspects of the proposal process. Buncombe County reserves the right to reject any or all proposals and to waive informalities.

Request Authorized by:
Dane Pedersen, Solid Waste Director
Ron Venturella, Procurement Manager

Dates and Deadlines:

- February 5, 2019, 2:00 p.m.: Mandatory pre-bid conference
- February 13, 2019, 5:00 p.m.: Deadline to submit questions in writing about the RFP
- February 21, 2019: Responses to questions are published
- March 1, 2019, 2:00 p.m.: Sealed proposals submitted to Buncombe County Procurement
- April and May, 2019: Buncombe County Commissioners to consider information on proposals received and the granting of a franchise at two of their regularly scheduled meetings (to be announced at a later time)

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1. PROPOSALS - GENERAL CONDITIONS

- 1.1. Proposals for an exclusive franchise for the collection and disposal of residential solid waste and the collection of recyclables in unincorporated areas of Buncombe County will be accepted through 2 p.m. on March 1, 2019. A mandatory pre-bid conference will be held on February 5, 2019, at 2 p.m. at 30 Valley Street, Asheville, NC, 28801 to discuss the proposal process and franchise to be granted.
- 1.2. Sealed proposals may be mailed to Buncombe County Procurement Division, PO Box 7526, Asheville, NC 28802, or may be delivered in person to the Procurement Division, 200 College Street, 4th floor, Asheville, NC 28801. Fax or emailed proposals will not be accepted. Contractors shall provide their original proposal and one (1) copy. Mark all envelopes containing proposals as "Proposal for Franchised Collection, RFP # SWF-2020". It is the responsibility of the applicant that their proposal is received. Receipt of proposals can be verified by calling 828-250-4154.
- 1.3. Mediation: Any claim, dispute, or other matter in question arising out of or related to this contract shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the President of the Buncombe County Bar Association shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.
- 1.4. Legal Proceedings: Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this contract. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.
- 1.5. Binding Bids: Bids submitted by contractors are binding and may not be withdrawn for a period of one hundred eighty (180) days after the opening thereof.
- 1.6. Handicapped Accommodations: If a person with a handicap, including vision or hearing impairment, or a person needing any special type of accommodations, desires to attend a pre-bid conference, or desires to meet with the Procurement or other County staff, the County should be notified at least two (2) days in advance. Reasonable accommodations for that person will be arranged.
- 1.7. Minority Business: As indicated in the Buncombe County Minority Business Plan, Buncombe County encourages proposals from minority businesses and will provide equal opportunity to participate in all aspects of the procurement process.
- 1.8. Trade Secrets: This RFP and all responses are considered public information, except for trade secrets specifically identified, which will be handled in accordance with North Carolina General Statutes Chapter 132. **Contractor acknowledges that the County by law must comply with Chapter 132 of the North Carolina General Statutes.** Any information that contains trade

secrets shall be communicated to Buncombe County by the contractor. Any page of the contractor's proposal that is deemed to be a trade secret shall be clearly marked "CONFIDENTIAL" or "TRADE SECRET" at the top of the page in at least one-half inch (1/2") size letters. Proposals are subject to public information requests.

- 1.9. Familiarity with Work and Conditions: Before preparing bids, contractors are urged to inform and familiarize themselves with all conditions involved and under which the work is to be performed.
- 1.10. Familiarity with Laws, etc.: The contractor is assumed to have made itself familiar with all federal, state, and local laws, ordinances, and regulations which may in any manner affect those engaged or employed in the work or the materials or equipment in or upon the work, or in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of the ignorance thereof. If the contractor shall discover any provisions in the specifications or contract which are contrary to or inconsistent with any such law, ordinance, or regulation, the contractor shall forthwith report it to the County's Designated Representative in writing.
- 1.11. Interpretation of Specifications: If any prospective contractor is in doubt as to the true meaning of any part of the specifications or other contract documents, the contractor may submit to the Buncombe County Procurement Manager a written request for an interpretation thereof. The deadline for submitting questions is indicated in the RFP dates/deadlines above. The person submitting such request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The Procurement Manager will not be responsible for any other explanations or interpretations of the proposed document. The contractor shall acknowledge receipt of all addenda in the proposal submitted.
- 1.12. Buncombe County reserves the right to waive defects in any bid it deems, in its sole discretion, to be insubstantial, to evaluate all proposals and to grant a franchise as determined to be in the best interest of Buncombe County. The County reserves the right to consider any additional incentives that will be provided to subscribers. The County also reserves the unqualified right to reject any and all proposals if it is in the best interest of the County to do so. Incomplete proposals are subject to rejection.
- 1.13. Buncombe County reserves the right to negotiate with the successful contractor within or outside of the scope of this RFP in any manner deemed appropriate to serve the best interests of the citizens in the franchise area and for the development or management of its solid waste and recycling programs.
- 1.14. Contractor should understand that in certain cases, a contractor may not be technically qualified, and a proposal may be rejected even though it proposes the lowest fee if, in the judgment of the Board of Commissioners, the contractor is not technically qualified and/or will not provide the best and most efficient service to citizens in the franchise area. Technical qualifications will include, but not be limited to, the proposal requirements outlined in Section 5. Evaluation criteria for this RFP are identified in Exhibit B.

- 1.15. Standards for Award and Granting of Exclusive Franchise: The Buncombe County Board of Commissioners will grant an exclusive franchise to the contractor who in the judgment of the Board will provide the best and most efficient service to citizens in the franchise area. The Board of Commissioners shall consider information on proposals received and grant a franchise at two of their regularly scheduled meetings (to be announced at a later time). Upon request, information concerning the franchise granted can be obtained from the Procurement Division.
- 1.16. Submittal of a bid for this RFP constitutes acceptance of all terms and conditions of this RFP. The contractor certifies that the proposal submitted is not the result of or affected by any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable by any law of the State of North Carolina. The contractor also certifies that the proposal submitted is without any connections with any other person or persons connected in any official capacity with Buncombe County, and that no person or persons acting in such capacity are directly or indirectly interested herein or in any of the profit arising or anticipated from this transaction.
- 1.17. It is understood and agreed that the information set forth in the advertisement, this RFP and addenda thereto, instructions to contractors, terms and conditions, specifications, documents related to the granting of the franchise, and Buncombe County of Ordinances, Article II, Section 62-26 through Section 62-47, together with the proposal submitted by the contractor, shall form a part of and be construed as the contract for the franchise to be granted under the same. The contractor shall be required at all times to comply with applicable County ordinances and any amendments thereto.
- 1.18. Buncombe County will not consider alternative proposal(s) outside of this RFP process. If the County desires to modify the processes and procedures outlined herein in order to improve the delivery of services to citizens, the County may negotiate with the successful contractor at the appropriate time if deemed appropriate and in the best interests of citizens in the franchise area.

2. CONTRACT WORK - GENERAL CONDITIONS

- 2.1. Execution of Certificate of Acceptance of Contract and Franchise: In accordance with and as described in Buncombe County Code of Ordinances, Article II, Section 62- 45(b)(1), the successful contractor shall execute a Certificate of Acceptance within two (2) weeks following the granting of a franchise. The Certificate will be furnished by and in the form prescribed by Buncombe County. Buncombe County reserves the right to reject any and all bids until the time the contractor executes and returns to the County the Certificate of Acceptance accepting the terms and conditions of the contract and franchise granted.
- 2.2. Scope: The work to be performed under these specifications is to cover the completed work called for herein. The contractor shall furnish all vehicles, machinery, tools, equipment, materials, and labor necessary to complete the work.
- 2.3. Observance of Laws: The contractor shall at all times observe and comply with all federal, state and local laws, ordinances, regulations, and all such decrees as exist at present or may

be enacted during the franchise term, by bodies or tribunals having any jurisdiction or authority over the work, in any manner affecting the conduct of the work. No plea of misunderstanding will be considered on account of the contractor's ignorance thereof.

- 2.4. Permits and Licenses: The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary, for the due and lawful prosecution of the work unless otherwise noted in the specification or plans herein.
- 2.5. Notice and Service Thereof: All notices to the contractor shall be in writing and shall be signed by an authorized representative of the County. Such notices can be delivered in person to the official representative of the contractor or mailed to the contractor's official address. Such delivery in person or by mail shall constitute service of the notice.
- 2.6. Assignments: The contractor shall not sublease, subcontract, convey, assign, or otherwise transfer the whole or any part of this contract or franchise without written approval and consent of the Buncombe County Board of Commissioners and which approval and consent may be withheld by said Board for any reason or no reason. When requesting approval for the use of a subcontractor, contractor must provide an explanation of what portion of the work will be subcontracted and provide a five percent (5%) payment bond.
- 2.7. Public Convenience and Safety: The contractor at all times shall conduct the work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. The convenience of the general public shall be satisfactorily provided for.

The contractor shall, at his own risk and expense, protect buildings, bridges, fences, walls, property monuments, pipes, and other structures and objects legally existing adjacent to the work being performed; and in the event of any injury to such public or private property by reason of, or consequent upon any act, omission, neglect, or misconduct in the execution of the work provided for herein, the contractor shall, at his own cost and expense make all such repairs as may be necessary to restore such property to its former condition.

- 2.8. Indemnification of the County: Contractor shall indemnify, defend and hold harmless the County and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the contractor or any employee, agent or assign of the contractor. Contractor shall indemnify the County in all instances except where the County is primarily negligent through an act or omission. Nothing herein shall be construed as a waiver on the part of the County to any defense of any claim, including, but not limited to the defense of governmental immunity. And that the County's obligations under this paragraph shall be limited to the extent and manner of recovery pursuant to County's self-insured claim policies and North Carolina law
- 2.9. Insurance: Contractor agrees their insurance policies shall be endorsed evidencing the minimum insurance coverage and limits set forth below prior to the effective date of the awarded Franchise. The insurance coverage and limits set forth below shall be deemed minimum coverage limits and shall not be construed in any way as a limitation on contractor's duty to carry adequate insurance. All policies of insurance shall be primary insurance and non-contributory with respect to all other available sources. The

minimum insurance coverage which the contractor shall procure and maintain at its sole cost and expense during the term of the contract is as follows:

- 2.9.1. Worker's Compensation: Coverage at the statutory limits in compliance with applicable State and Federal laws. Contractor shall ensure that any subcontractors also have workers compensation coverage at the statutory limits.
- 2.9.2. Employer's Liability: Coverage with minimum limits of \$1,000,000 each employee accident and \$1,000,000 each employee disease.
- 2.9.3. Commercial General Liability: Insurance covering all operations performed by the Contractor with a minimum limit of \$10,000,000 per occurrence with a \$10,000,000 aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability.
- 2.9.4. Business Automobile Liability: Insurance covering all owned, non-owned, and hired vehicles used in performance of this contract. The minimum combined single limit per occurrence shall be \$5,000,000 and shall include uninsured/underinsured motorist coverage per N.C. Gen. Stat. § 20-279.21.
- 2.9.5. Umbrella/Excess Liability: If the contractor's underlying liability policy limits are less than those required, contractor may provide an excess or umbrella policy to meet the required limits of insurance. The excess or umbrella policy shall extend coverage over all underlying liability policies. Any additional insured under any policy of the underlying insurance will automatically be an additional insured under this insurance.
- 2.9.6. Pollution Liability: Insurance covering potential pollution risk to the environment or losses caused by pollution conditions that may arise from the operations of the contractor in performance of the Contract with a minimum limit of \$1,000,000 per loss with a \$1,000,000 aggregate. Policy shall cover the Contractor's completed operations. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to the coverage under the policy precedes the effective date of this Contract, and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.
- 2.9.7. Additional Insurance Provisions: If the contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The contractor shall provide the County with certificates of insurance on an approved form, evidencing the above amounts. All liability policies and certificates shall name Buncombe County as an additional insured. Each insurance policy required by this contract must be in effect at or prior to commencement of work under the contract and remain in effect for the duration of the contract.

Each insurance policy required above shall state that coverage shall not be canceled, except with written notice to the County, delivered in accordance with the policy provisions. All insurance shall be procured from reputable insurers authorized and qualified to do business in North Carolina with a rating of A- VII or better as determined by A. M. Best Company and shall be in a form acceptable to the County.

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and contractor shall ensure that Buncombe County is an additional insured on insurance required from subcontractors.

Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation, which any insurer of said Contractor may acquire against the County by virtue of payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this contract.

Nothing in this section is intended to affect or abrogate Buncombe County's governmental immunity.

Should there be a lapse in insurance coverage at any time, the contract shall be voided and the issuance of the performance bond will be triggered.

2.10. Performance Bond: Before commencing work, the contractor shall furnish to the County a performance bond in the minimum amount of One Million Dollars (\$1,000,000). The contractor is required to procure and maintain the performance bond at its sole cost and expense. Throughout the term of this contract, contractor shall not permit said bond to be canceled or modified or to expire without providing the County thirty (30) days advanced written notice and without first obtaining a replacement bond satisfactory to the County. In the event the contractor fails to comply with the terms and conditions of the contract, the County may take all actions necessary to secure replacement solid waste and recyclable collection for the remainder of any agreed-upon contract term.

2.10.1. All bonds shall be in the forms prescribed by law or regulation and be executed by such sureties legally authorized to do business in the State of North Carolina.

2.10.2. If the surety on any bond furnished by the contractor is declared bankrupt or becomes insolvent or its right to do business is terminated or it ceases to meet the requirements herein, the contractor shall within five days thereafter substitute another performance bond, which must be acceptable to Buncombe County.

2.11. Equal Employment Opportunity/Affirmative Action Assurance: Buncombe County is firmly committed to a policy of non-discrimination in employment and to a program of achieving total equality of opportunity for all applicants and employees through aggressive affirmative

action. All applicants are recruited and employed without regard to race, creed, color, national origin, religion, political affiliation, marital status or physical condition, sex, or age (except where physical condition, sex, or ages are legitimate occupation qualifications), or any other non-merit factor. Contractor employees are to be treated equitably without regard to these non-merit factors throughout their employment.

- 2.12. Nondiscrimination in Employment: During the term of the franchise, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, color, or religion, sect, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.13. Drug-free Workplace: The Buncombe County Board of Commissioners requires all contractors or contractors providing supplies and/or service to the County of Buncombe to maintain a drug-free workplace. Companies that provide supplies and/or services to the County shall certify that they have implemented effective policies and procedures to maintain a drug-free workplace. Upon request, the contractor shall provide documentation to support this certification.
- 2.14. Failure to Comply with Conditions of Franchise and Forfeiture: Failure to comply with the terms and conditions of this contract and any franchise granted hereunder shall be addressed as set forth in Buncombe County Code of Ordinances, Article II, Section 62-45(b)(10). A contractor may forfeit the franchise through express written waiver with a 180-day notice. The Board of Commissioners may also determine the contractor has forfeited the contract through nonuse, abandonment, or lack of compliance.
- 2.15. E-Verify Requirements: As a condition for payment under this franchise, Contractor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the "E-Verify Requirements"); and (ii) cause each subcontractor hereunder to comply with such requirements. Contractor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by contractor or any subcontractor to comply with the E-Verify Requirements.
- 2.16. Property Rights: The contractor shall maintain a list of all subscribers in unincorporated areas of Buncombe County, including each customer's street and mailing address and phone number, and a description of service(s) provided to each subscriber (e.g., basic service, premium service, provision of carts). The list of current subscribers associated with the contract is deemed to be the property of Buncombe County and shall be provided to the County in its correct form upon request by the County.
- 2.17. Transition of Services: The contractor shall cooperate with the County and any new contractor(s) that may be assuming the provision of services hereunder after the end of the franchise period or upon termination of the franchise. This includes, but is not limited to, supplying a list of subscribers and other actions as necessary to effect a smooth transition of services.

3. GENERAL SPECIFICATIONS

3.1. Background:

- 3.1.1. According to the 2010 Census, Buncombe County had a population of 238,318. According to the North Carolina Office of State Budget and Management, the County's 2016 official population estimate is 258,406 people, of which approximately 145,687 live in unincorporated areas.
- 3.1.2. The Buncombe County Solid Waste Management Facility, or landfill, is located at 81 Panther Branch Road. The Buncombe County Transfer Station is located at 190 Hominy Creek Road. The hours of operation for the landfill are Monday through Friday, 8 a.m. to 4:30 p.m., and Saturday, 8 a.m. to 1 p.m.; hours of operations at the transfer station are Monday through Friday, 6 a.m. to 4:30 p.m., and Saturday, 7 a.m. to 1 p.m.
- 3.1.3. The landfill and transfer station are owned and operated by Buncombe County. The current projected remaining life of the landfill is 28-30 years. The County does not foresee a change in the disposal site during the term of this franchise.
- 3.1.4. Tipping fees are currently \$43.75 at the Buncombe County Landfill and \$47.75/ton at the Buncombe County Transfer Station. These are subject to change.
- 3.1.5. There is a Materials Recycling Center (MRF) located in Buncombe County: Curbside Management, Inc., 116 N. Woodfin Avenue, Asheville, NC 28804, phone (828) 252-2532, website: www.curbie.com. Although the contract does not require the franchised collector to use this facility, the County does encourage supporting local businesses, where possible.
- 3.1.6. Other information on Buncombe County's Solid Waste Management Program is available at www.buncombecounty.org/solidwaste.

3.2. Solid Waste Background:

- 3.2.1. The Buncombe County Board of Commissioners adopted an ordinance for the collection, transportation, and disposal of solid waste, including regulating the collection and disposal of solid waste by contractors in the unincorporated areas of Buncombe County (Buncombe County Code of Ordinances, Article II, Section 62-26 et seq.). Information on ordinances is available at https://library.municode.com/nc/buncombe_county/codes/code_of_ordinances, or upon submission of a request to the County's Designated Representative.
- 3.2.2. In 1995, Buncombe County required the franchised collector(s) in Buncombe County to provide recycling by the "blue bag" system. This enables all subscribers of a contractor in the unincorporated areas of the County to have curbside pickup of co-mingled recyclables, as well as newsprint and corrugated cardboard.
- 3.2.3. Ordinance may be amended dependent on how the franchise is awarded.

3.3. Solid Waste Franchise:

3.3.1. The current franchise agreement will expire at midnight on December 31, 2019.

3.3.2. It is the intent of the Buncombe County Board of Commissioners to grant an exclusive franchise for the collection and disposal of solid waste and collection of specified recyclable items in the unincorporated areas of Buncombe County. The franchise term will be for a period of five (5) years. The initial term shall begin on January 1, 2020 and end at 11:59:59 p.m. on December 31, 2024.

3.3.3. The County reserves the option to renew the Contract for up to two (2) additional two (2) year terms. Unless sooner terminated or forfeited as provided for in the franchise documents, and provided the contractor has complied with all the terms, conditions, and provisions of the Franchise, then County may in its sole discretion notify the contractor of its intent to renew the Franchise. The County will notify the contractor at least 18 months prior to the expiration of the initial term and before any renewal term. The contractor will notify the County within thirty (30) days of its intent to accept or deny the renewal.

3.4. Residential Volume:

3.4.1. The County currently receives approximately 121 tons of solid waste per day for disposal under the current franchise agreement.

3.4.2. There are approximately 53,000 single-family households in unincorporated Buncombe County.

3.4.3. There are approximately 31,416 subscribers currently enrolled in residential waste collection through the franchise agreement. The rate for basic service as of January 1, 2019 is \$15.95 per month without a rollout cart and \$19.75 per month with a rollout cart. A listing of current subscriber locations is available upon request.

3.4.4. The current residential recycling tonnage is approximately 30 tons per day.

3.4.5. County convenience centers currently charge a cost of \$2.00 each for additional bag or can disposal.

3.5. Definitions:

Whenever in these specifications, contract, and/or other documents the following terms are used, the intent and meaning shall be interpreted as follows:

3.5.1. Application: The prepared forms and information that the contractor is to submit or has submitted for the contemplated work. The terms “bid” and “proposal” and “application” shall be considered the same.

3.5.2. Area Miss: Multiple Valid Misses or Repeat Missed Service at multiple units that occur generally along a street block, in a neighborhood/subdivision, in a section of a street and/or neighborhood/subdivision, and/or a combination of the preceding.

- 3.5.3. Basic Service: Curbside or mailbox collection of refuse and recyclables.
- 3.5.4. Bid: The prepared forms and information that the contractor is to submit or has submitted for the contemplated work. The terms “bid” and “proposal” and “application” shall be considered the same.
- 3.5.5. Bidder: Any individual, firm, corporation, or partnership submitting a bid for proposal of the work contemplated.
- 3.5.6. Blue Bag Recycling: Recyclable items are comingled in transparent bags.
- 3.5.7. Bulky Waste: Waste types that are too large to be accepted through regular waste collection.
- 3.5.8. Collection: Regular removal of solid waste and recycling from property by the owner or occupant, or by the franchised collector.
- 3.5.9. Conflicting Terms: Where any item in the General Specifications conflicts with or is inconsistent with an item contained elsewhere in the contract documents, the item set forth elsewhere in the contract documents shall control.
- 3.5.10. Contract and/or Contract Documents: The contract shall include the contractor’s proposal, advertisement for bids, this RFP and addenda thereto, instructions to contractors, terms and conditions, specifications, insurance certificates, and all other documents related to the granting of the franchise, including Buncombe County Code of Ordinances, Article II, Section 62-26 through Section 62-47.

It is understood that all items and sections herein contained are hereby made a part of the specifications and contract and are to be considered one instrument. The intent is to make them explanatory one of the other. No papers attached to or bound with any of the above shall be detached there from, as all are necessary parts thereof.

The sub-headings in these specifications are intended for convenience of reference only, and shall not be considered as having any bearing on the interpretations thereof.

Contractor is responsible for ensuring all portions of the contract are enforced by any subcontractor.

- 3.5.11. Contractor: Any individual, firm, or corporation to whom a franchise contract as described hereunder is granted by the Buncombe County Board of Commissioners. The terms “Franchised Collector” and/or “Franchised Hauler” may be used interchangeably with the term “contractor” and shall be considered the same.
- 3.5.12. County’s Designated Representative: The County’s Designated Representative shall be the Solid Waste Director. Currently, the Solid Waste Director is Mr. Dane Pedersen, 81 Panther Branch Rd, Alexander, NC 28701, Phone (828) 250-5460.

- 3.5.13. Disposal: Delivery of solid waste to the Buncombe County Sanitary Landfill, Buncombe County Transfer Station, or other location as designated by the Solid Waste Director.
- 3.5.14. Comprehensive Unincorporated Household Model: All Households in the unincorporated areas of Buncombe County will be assessed to receive waste and recycling collection services through the contractor selected by Buncombe County.
- 3.5.15. Missed Service: Any reported or discovered missed collection from any one (1) unit location at the time it is reported or discovered. Once any route has been completed, or is scheduled to have been completed, any unit missed will be designated as a Missed Service, regardless of the time of day.
- 3.5.16. Proposal: The prepared forms and information that the contractor is to submit or has submitted for the contemplated work. The terms “bid” and “proposal” and “application” shall be considered the same.
- 3.5.17. Recycling Rejects: Recycling that is not accepted by the Materials Management Company due to an unacceptable level of comingling with refuse.
- 3.5.18. Repeat Missed Service: For a unit, a Missed Service or a Valid Miss that occurs more than once in a thirty (30) day period. This may also refer to a Repeat Missed Service in an Area Miss.
- 3.5.19. Rollout Cart: A plastic receptacle for the storage of either garbage or recyclable material with wheels and lid with a capacity of 96 gallons.
- 3.5.20. Small Business: Businesses whose refuse disposal needs do not exceed those allowed for subscribers (four (4) 32-gallon size bags or four (4) standard 33-gallon cans of refuse per week).
- 3.5.21. Specifications: The directions, requirements, and provisions herein contained in this RFP and addenda thereto, relating to the method and manner of performing the work, or the quantity and quality of material to be furnished, or the results to be obtained under the contract.
- 3.5.22. Subscriber: Occupants, owners, tenants, lessees, or proprietors of residences who are users of franchised collection services.
- 3.5.23. Subscriber-Based Model: Households of unincorporated Buncombe County that elect to receive waste and recycling collection services through the franchised collector selected by Buncombe County.
- 3.5.24. Subcontractor: Any individual, firm, or corporation with whom a contractor, with the written consent of the Buncombe County Board of Commissioners, sublets, assigns, or otherwise disposes of any part of the work covered by the contract.
- 3.5.25. Valid Miss: A Missed Service that has not been collected by the times specified in

Section 11, and that upon investigation is determined that it was missed by the Contractor's negligence or omission.

4. BID STRUCTURE

4.1. General:

Contractors will submit a single bid for residential waste collection and disposal and recycling collection based on two different models. All contractors must bid on both the "Subscriber-based" and "Comprehensive Unincorporated Household" models and every option for each model using the pricing template in Exhibit A. Individual rollout carts, Premium Service, Bulky Waste Collection, and Bear-proof Rollout Carts should be bid on a per-unit basis.

If the contract is awarded as the Subscriber-based Model, the contractor will manage billing. If the contract is awarded as the Comprehensive Unincorporated Household Model, the County will include the Comprehensive Unincorporated Household fee as a part of the annual tax bill, collection remedies could be accessible, and an administrative cost may be negotiated with the contractor for the County's provision of billing and collection services. If the contract is forfeited at the fault of the contractor for any reason, any contractor-provided 96-gallon rollout carts will be forfeited to the County to allow for the continuation of service provision.

4.2. Subscriber-Based Model

4.2.1. Option 1:

- Refuse: Contractor-provided 96 Gallon Rollout Waste Carts. No bags accepted if outside of the cart. Weekly collection provided.
- Recycling: Contractor-provided 96 Gallon Rollout Recycling Carts. No bags accepted if outside of the cart. Every-other week collection provided.

4.2.2. Option 2:

- Refuse: Contractor or subscriber-provided waste carts with waste bagged, and tied inside the cart. Each subscriber will be allowed to dispose of up to four (4) 32-gallon size bags or four (4) standard 33-gallon cans of refuse per week. Weekly collection provided.
- Recycling: Blue bag recycling or customer-provided container system. Weekly collection provided.
- 96 Gallon Rollout Cart: Contractor to provide the per unit monthly cost of a rollout cart that can be used for containment of refuse or recycling.

4.2.3. Premium Service: Premium service is considered back-door pickup and/or pickup down a long, remote private driveway. The contractor shall provide a description for and details of additional costs for premium service. Premium service to any subscriber may be provided at the sole discretion of the contractor. All other additional services that may be available to a subscriber may be provided at the sole discretion of the contractor as well. Contractor is to describe service specifics.

4.2.4. Bulky Waste Collection: Contractor is to propose how bulky waste is to be managed and coordinated with customers.

4.2.5. Bear-proof Rollout Carts: Contractor is to propose the unit cost of a bear-proof rollout cart.

4.3. Comprehensive Unincorporated Household Model

4.3.1. Option 1:

- Refuse: Contractor-provided 96 Gallon Rollout Waste Carts. No bags

- accepted if outside of the cart. Weekly collection provided.
 - Recycling: Contractor-provided 96 Gallon Rollout Recycling Carts. No bags accepted if outside of the cart. Every-other week collection provided.
- 4.3.2. Option 2:
- Refuse: Contractor or subscriber-provided waste carts with waste bagged and tied inside the cart. Each subscriber will be allowed to dispose of up to four (4) 32-gallon size bags or four (4) standard 33-gallon cans of refuse per week. Weekly collection provided.
 - Recycling: Blue bag recycling or customer-provided container system. Weekly collection provided.
 - 96 Gallon Rollout Cart: Contractor to provide the per unit monthly cost of a rollout cart that can be used for containment of refuse or recycling.
- 4.3.3. Premium Service: Premium service is considered back-door pickup and/or pickup down a long, remote private driveway. The contractor shall provide a description for and details of additional costs for premium service. Premium service to any subscriber may be provided at the sole discretion of the contractor. All other additional services that may be available to a subscriber may be provided at the sole discretion of the contractor as well. Contractor is to describe service specifics.
- 4.3.4. Bulky Waste Collection: Contractor is to propose how bulky waste is to be managed and coordinated with customers.
- 4.3.5. Bear-proof Rollout Carts: Contractor is to propose the unit cost of a bear-proof rollout cart.

5. BID COMPONENTS

- 5.1. The proposal to be submitted by contractors will consist of three (3) components: 1.) a Cover Letter, 2.) the Contractor Information and Cost Proposal Form, and 3.) the Technical Proposal as described below. Exhibit A includes the pricing sheet for each model. Contractors shall provide their original proposal and one (1) copy. Exhibit B shows the criteria scoring sheet that will be used for evaluation of proposals. Contractor proposals may be considered non-compliant if any bid components are not provided.
- 5.2. Cover Letter: The cover letter shall:
- 5.2.1. State that the proposal represents an offer to do work as described in this RFP.
 - 5.2.2. State that the contractor declares that all documents included in the RFP and addenda, if applicable, have been received and carefully examined, and that the contractor is familiar with the work to be done and understands the requirements for performing the work.
 - 5.2.3. Confirm that the contractor is willing and able to initiate start-up after award of the franchise and begin performing all services on January 1, 2020.
 - 5.2.4. State that the signer(s) represent(s) and warrant(s) that the information submitted in the proposal is true and accurate to the best of the signer(s) knowledge.
 - 5.2.5. Be signed and dated by (an) official(s) authorized to bind the contractor.

- 5.3. The Contractor Information and Cost Proposal Form: Included as Exhibit A hereto shall be completed by the contractor to provide information on the contractor, the monthly subscriber cost, and any other costs or incentives for services as described in these specifications and on the form.
- 5.4. Technical Proposal: This section of the proposal is limited to a maximum of thirty (30) single-spaced, typewritten pages (11 character font or greater; paper to be supplied by the contractor). The Technical Proposal shall include the following elements:
- 5.4.1. Provide a statement of ownership and history of the contractor's experience, which evidences that the contractor has a minimum of five (5) years' experience in the collection of solid waste and recyclables. Provide the total number of years the contractor has been providing similar services.
 - 5.4.2. Provide a list of the names, addresses, and telephone numbers of proposed subcontractors, if any, and the role they will play in the performance of services to be provided under the franchise. The County has published a Minority Business Plan which the contractor should adhere to, where possible. Indicate whether the subcontractor is a State of North Carolina-certified minority business. Provider shall not subcontract any part of the Agreement without written approval for the County.
 - 5.4.3. Provide a description of the qualifications of key personnel who will be involved in the planning, implementation, start-up, and/or ongoing operations of the service.
 - 5.4.4. Provide the number and positions of employees currently employed by the contractor and/or proposed subcontractor who will be assigned to work under this franchise. Include a statement on whether or not the number of employees will be increased if awarded this franchise and, if so, by how many. Provide a plan for staffing to meet County requirements.
 - 5.4.5. Provide a balance sheet for the contractor for the period January 1, 2017 - December 31, 2017 or for July 1, 2017 - June 30, 2018, showing equity/debt, assets, liabilities, etc., to substantiate the current financial condition of the contractor.
 - 5.4.6. Provide the contractor's most recent annual profit and loss statement.
 - 5.4.7. Provide a list of three (3) references from organizations of a similar size and structure with which the contractor is currently or recently (within the past 5 years) contracted.
 - 5.4.8. Provide a list of vehicles and equipment that will be used in the performance of services to be provided under the franchise. For vehicles, include the year and make of each vehicle, the tag number, fleet number if applicable, odometer reading, and condition. If new fleet and/or equipment is required, provide the

number/type of vehicles that will be purchased.

5.4.9. Provide a management plan describing how the contractor plans to provide for the collection and disposal of solid waste and collection of recyclables. The description should demonstrate understanding of the franchise to be granted as detailed in this RFP. This plan shall note any differences between the operation of a Subscriber-based Model and the Comprehensive Unincorporated Household Model and the options included under each model. The description must include, but not be limited to:

- 1) a description of how the contractor will ensure that quality subscriber services will be provided;
- 2) plans for providing safety training/awareness for workers and drivers;
- 3) a description of how the contractor will transition into the area, staff the area, and acquire fleet to service the area;
- 4) a description of how the contractor will ensure the availability of sufficient personnel and equipment to provide satisfactory service;
- 5) a description of how the contractor proposes to accommodate subscribers who are unable to move the waste and recycling to the curb due to medical conditions;
- 6) a description of how service verification standards will be met, including which technology will be used;
- 7) the percentage of fleet vehicles that primarily use alternative fuel;
- 8) the percentage of fleet vehicles that will be automated;
- 9) information about how the contractor ensures appropriate supervisor to driver ratio;
- 10) a description of how the contractor will provide services to hard-to-reach areas;
- 11) a description of how the contractor guarantees a clean, reliable, leak-proof truck;
- 12) an explanation of the method(s) that recyclable materials will be collected and how the contractor will minimize the amount of rejects that will be produced. Include the contractor's defined contamination standard; and
- 13) a full description and schedule of the public education awareness program, including a statement that the contractor will comply with all education, outreach, and reporting requirements of all recycling grants received by the County. Contractors shall exhibit prior relevant experience in this area.

5.4.10. Optional: If the contractor is aware of reasonable options that would provide superior service or better value that is outside the bid structure described in Section 5 of this RFP, describe a proposed structure and cost per subscriber. All requirements included in the following sections, including Exhibit A, are still applicable.

6. OPERATIONS

6.1. Service Area:

6.1.1. The areas to be served are all areas that lie outside of the corporate limits of the municipalities within Buncombe County. Should any portion of any unincorporated area, town, or city be annexed or incorporated during the term of this franchise, that area shall then be expressly excluded from the provisions of this franchise. Notwithstanding any displacement provisions outlined in North Carolina General Statutes, the contractor shall not request or receive any adjustment in fees from Buncombe County as a result of any annexation or incorporation.

6.1.2. If residents or other persons needing residential collection services call an agent of Buncombe County to request service, those residents will be referred to the contractor.

6.2. Schedules and Routes:

6.2.1. The contractor shall render continuous, weekly service on a regular schedule, as approved by the County's designated representative, to every residence or place of small business in the area in unincorporated areas of Buncombe County. In the event the County enters into a "subscriber-based model" with a contractor, services should only be rendered in circumstances where the occupant, owner, tenant, lessee, or proprietor of a residence is willing to subscribe to and pay for the services. Within either model, small businesses have the option to opt-in to services.

6.2.2. The contractor shall provide weekly refuse collection and disposal and weekly bluebag service or every-other week collection of recyclable items in rollout carts to all subscribers. Collection of refuse and recyclable items shall be scheduled on the same day. Collection will be done Monday through Friday. In the event of inclement weather or if for any other reason collection is missed, every effort must be made to pick up refuse and recyclable items the next day. In case of holidays or emergencies, Saturday collection is allowed by approval of the County's Director of Solid Waste.

6.2.3. The contractor shall be responsible for setting the day(s) of collection. On or by November 30, 2019, the contractor will furnish the County's Designated Representative with a detailed map and schedule showing the areas to be collected by the day and by the week. Contractor is responsible for assisting with notification of the public about any changes to the collection schedule. Once the collection day has been set for an area, the day cannot be changed without the approval of the County's Designated Representative.

6.3. Holidays:

The following shall be holidays for purposes of providing service under this contract:

New Year's Day
Independence Day
Thanksgiving Day

Christmas Day

On holidays that fall on a weekday, collection is to shift back to the next business day. All subsequent collection days will also be affected and a Saturday collection will be required. The regular schedule will be reinstated on the following Monday. The County reserves the right to modify/change any designated holiday schedules. Some additional waste should be expected around holidays, and the contractor should be able to accommodate that waste at no additional charge.

6.4. Public Education:

Education and Awareness programs for proper waste disposal and recycling shall be conducted by the contractor such that every customer has equal exposure to such information.

6.5. Vicious Animals:

Employees of the contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the County of such condition and of the inability to make collection.

7. EQUIPMENT AND PERSONNEL REQUIREMENTS

- 7.1. The contractor shall provide all of the vehicles, equipment, personnel, and other items necessary to perform the work granted under the franchise.
- 7.2. The contractor shall maintain an office within Buncombe County, which shall be equipped with a local telephone number and adequately staff with qualified personnel as may be necessary to receive and process subscriber service requests, inquiries, or complaints. The offices of the contractor shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, during the term of the franchise. Points shall be awarded to a contractor who maximizes the use of technology for after hours to allow for customer inquiries and complaints. The contractor shall have a dedicated webpage for Buncombe County and shall publicize the page for customer and collector communication. In addition, the contractor shall utilize social media for dissemination of information and other technologies available.
- 7.3. The contractor 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, the contractor must have an alternate method of pickup arranged in order that service will not be seriously interrupted.
- 7.4. All personnel shall serve the public in a courteous and helpful manner. The County may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward subscribers be barred from further work.
- 7.5. All personnel shall maintain a valid driver's license. A uniform and official company name badge are encouraged.

- 7.6. Training records of employees should be documented and provided to the County's designated representative on an annual basis.
- 7.7. Collection Equipment
- 7.7.1. The contractor shall keep all vehicles fully licensed and inspected as required by the State of North Carolina. The contractor shall comply with any state and local vehicle registration, permitting, or regulatory requirements.
- 7.7.2. All vehicles must be uniformly identified including company name, vehicle number, and phone number. All vehicles should be painted the same color. Subcontractor vehicles should also be easily identifiable.
- 7.7.3. Vehicles or containers used for the collection and transportation of solid waste and/or recyclables 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 garbage or recyclable items on the outside of the vehicle in any manner.
- 7.7.4. 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 proposal. An updated list shall be submitted to the County's Designated Representative by January 1 on an annual basis thereafter during the term of the franchise.
- 7.7.5. The County's Designated Representative may inspect vehicles or require other documentation as necessary to ensure all vehicles and equipment meet the specifications outlined herein. The County's Designated Representative also shall work with the contractor to conduct inspections as needed to provide the initial and annual written statement required in Buncombe County Code of Ordinances, Article II, Section 62-45(b)(8) and (9).

8. HAULING

- 8.1. Spillage and Leakage: The contractor shall comply with all federal, state, and local laws including, but not limited to, health and safety regulations related to the protection of the environment. Vehicles and containers used for the collection and transportation of solid waste and recyclables shall be loaded and moved in such a manner that the contents will not fall, leak, or spill, and shall be covered when necessary to keep contents dry and to prevent blowing of material. If spillage should occur, the material shall be picked up immediately by the contractor and returned to the vehicle or container and the area shall be properly cleaned. See penalty schedule for fines related to these issues.

9. REFUSE DISPOSAL

- 9.1. Location of Materials for Collection: All refuse shall be bagged within the rollout carts and shall be placed at curbside for collection. Recyclable materials shall either be placed in a rollout cart or neatly left in blue bags on the curbside (dependent on the awarded contract model). Curbside refers to that portion of right-of-way adjacent to paved or traveled town,

NCDOT, or private roadways (including alleys). Carts shall be placed as close to the roadway as practical without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, carts shall be placed as close as feasible to an access point for the collection vehicle. The contractor may decline to collect any item not so placed.

- 9.2. Rebates: Rebates will not be applicable to residential tonnage collected through this franchise. The contractor remains eligible for any available rebates on commercial tonnage.
- 9.3. Tagging: The contractor will tag any non-compliant materials set out for disposal.
- 9.4. Refuse Disposal Site:
- 9.4.1. The contractor is required to transport and deliver all solid waste collected under this franchise to the County-owned landfill on Panther Branch Road or to the Buncombe County Transfer Station. The contractor is responsible for paying all tipping fees associated with disposal of solid waste. No solid waste may be transported to, transferred, or disposed of at any other location within Buncombe County or outside of Buncombe County without the written, advance approval of the County's Designated Representative.
- 9.4.2. The County reserves the right to change the disposal site and assign a new disposal site at any given time. If the disposal site is changed, the County shall notify the contractor at least sixty (60) days in advance of the proposed change.
- 9.5. Disposal of other Materials: Disposal of yard waste (e.g., brush, leaves, grass clippings, pallets), white goods, televisions/electronics and other large items are not covered under this franchise. Those items are banned by law from North Carolina landfills. The subscriber may negotiate with the contractor or another contractor for the removal of these items as necessary. If the contractor accepts these items, the materials must be separated from the solid waste and recycled in a manner consistent with all federal, state, and local regulations. Tonnages of these types of recycled materials must be reported to the County each month as outlined in Section 10. Other items that are banned from North Carolina landfills include aluminum cans, plastic bottles, oil filters, tires, and lead acid batteries.

10. RECYCLING

10.1. Recycling Collection

10.1.1. Collection of recyclables will be determined based on how the awarded contract is structured. It shall be either by the "blue bag" system or in a manner by which all recyclable items are commingled in one container. Subscribers are responsible for providing blue bags. The contractor shall collect all recyclable items placed at the curb in blue bags or in a roll off container on the service day at each location. Recyclables must be placed in a separate collection vehicle or placed in a bin on the vehicle that is separate from other waste collected. The contractor is not required to collect recyclable items that are mixed with trash or other debris.

10.1.2. Items to be recycled shall include:

- Mixed paper (e.g., newspaper and inserts, catalogs, junk mail, magazines,

envelopes, office paper, cereal boxes, phone books, shredded paper (place in paper bag with top rolled down));

- Metal cans (e.g., aluminum, steel, tin, empty aerosol cans);
- Plastic containers (e.g., food, beverage, personal care, or household plastic containers);
- Glass bottles and jars (e.g., clear, brown, green);
- Aluminum Pie Tins, Food Trays;
- Milk and Juice Cartons;
- Juice Boxes;
- Cardboard (separate from all items listed above, lay flat under bins or bluebags).

10.1.3. Buncombe County may expand its recycling program in the future. The contractor shall be able to accommodate additional recyclable materials at no charge to the subscriber. County and contractor to agree on terms of accepting additional recycling materials. If additional recyclable materials are added for collection, the County shall notify the contractor at least sixty (60) days in advance of the proposed change.

10.1.4. When the recycling container with recyclable materials is mixed with trash or other debris, the contractor shall leave the recyclable items at the curb and attach a hanger or sticker designed and supplied by the contractor to those roll off carts or bags (dependent on awarded contract structure) found unacceptable for collection. The sticker/hanger shall include information on why the collection was not made and a telephone number to contact for more information. On or by November 30, 2019 the sticker/hanger shall be submitted to the County's Designated Representative for approval.

10.2. Recycling Disposal

10.2.1. It will be the contractor's sole responsibility to market, transport, and deliver all recyclable items collected to a Materials Recovery Facility. Recyclables that the contractor is required to collect as identified in Section 10.1.2 shall not be transported or delivered to or accepted by the Buncombe County Solid Waste Management Facility or Transfer Station. The contractor shall be solely responsible for compliance with federal, state, and local laws and ordinances, including but not limited to equipment and permitting requirements applicable to the transport, delivery, and/or processing of recycling and resource recovery equipment and facilities. At no time should the contractor expect a reduction in the tipping fee from Buncombe County or an increase in the monthly subscriber fee because of unacceptable or unmarketable recyclable materials.

10.2.2. The contractor may bring those recyclable materials to the Buncombe County Solid Waste Management Facility that are not required to be collected as a part of basic service under this franchise (e.g., white goods, electronics). However, the contractor shall be responsible for paying any fees charged by the landfill facility related to the recyclable materials to be accepted.

10.3. General Recycling

- 10.3.1. If the County finds that at any given time the contractor exceeds more than five percent (5%) recyclable rejects because of poor collection methods, the County will notify the contractor of probationary status. Continued rejects exceeding five percent (5%) may void the franchise agreement. The contractor is responsible for all disposal costs for rejects.
- 10.3.2. Buncombe County has no control over recycling markets. At no time will the contractor discontinue its recycling program or collection of any of the prior mentioned recyclable items without the approval of the Buncombe County Board of Commissioners. This will be a violation of the performance bond.
- 10.3.3. On or by March 31, 2020, and continuing on an annual basis thereafter throughout the term of the franchise, the contractor shall deliver to each subscriber literature explaining the recycling program and materials to be recycled. Said literature will be provided by the Contractor and approved by the County Solid Waste Director.

10.4. Reporting on Recycling

- 10.4.1. It will be the contractor's responsibility to verify to the County the amount of recyclable items collected and marketed for all franchise customers and all commercial cardboard within Buncombe County. A report will be sent to the Director, or designee, of the Solid Waste Department by the tenth of each month for the previous month's collections. The report will contain (a) the quantity of materials received and (b) the percentage of recyclable materials disposed of because of unacceptable quality. Actual weights of recyclables must be obtained by using scales certified by the North Carolina Department of Agricultural and Consumer Services, Standard Division, 1050 Mail Service Center, Raleigh, NC 27699-1050. The North Carolina Department of Environmental Quality (DEQ) requires accurate weights. Failure to provide the monthly report in a timely manner will be subject to the fines outlined in Section 13.
- 10.4.2. The Contractor shall report on the following materials, which shall include, but not be limited to:
- Commingled Recycling (bluebags/carts)
 - Residential cardboard
 - Commercial cardboard-buncombe county customers
 - White goods/scrap metal
 - Yard waste
 - TV's/electronics

11. MISSED SERVICE

11.1. Missed Service Report:

- 11.1.1. Contractor is responsible for receiving and managing calls of Missed Service. Contractor is responsible for keeping record of, and being able to provide a record of, all missed services as requested. Contractor's local office and representatives are required to be staffed at a level to provide service to

subscribers when Missed Service calls are made.

- 11.1.2. If County receives a report of a Missed Service, the County will notify the contractor immediately with the date and address where the Missed Service occurred.
- 11.1.3. If the County sends (via electronic, written, or verbal communication) a Missed Service Report to a Customer Service email contact specified by the contractor or provides verbal notification of a Missed Service to the contractor between the hours of 7:00 a.m. to 4:00 p.m. on any given collection day, the contractor shall provide collection by 8:00 p.m. on the same day. The contractor shall collect any Missed Service Reports received after 4:00 p.m. by the end of the following scheduled collection day. Once the County has sent a Missed Service Report, it shall be considered received by the Contractor.
- 11.1.4. When the contractor's equipment operators are responding to Missed Service Reports, they shall be responsible for checking other locations in the same vicinity for other possible misses in order to prevent additional calls from other Subscribers reporting collection misses.
- 11.1.5. The contractor is responsible for investigating and providing a response to a Missed Service Report. If the contractor does not provide a response, it will be considered a Valid Miss. Penalties for non-compliance will apply if not addressed per the specified timeframe.
- 11.1.6. If the contractor verifies and documents that the service was missed because the refuse was not placed at the roadside timely, it is not considered a Missed Service. The Contractor is responsible for Subscriber education in these instances.
- 11.1.7. The contractor shall collect refuse and recyclable materials in response to the Missed Service Report and shall transport the materials to the appropriate and approved disposal facility.
- 11.1.8. The Contractor shall notify the County via an agreed upon method, in response to the Missed Service Report, of the date and time that collection was completed.
- 11.1.9. Communication from the contractor on the status of each day's route completion is vital so that the County can adequately respond to Customer complaints as they are received. Any changes or delays in route completion, which occur during the day, shall immediately be reported to the County. This notification shall include any open routes not covered in the morning and equipment breakdowns or any other event, which could affect the normal time of completion of any route. If the contractor does not keep the County informed as required, any reported or discovered collection miss for routes, which shall have been completed for that collection day, will be designated as a Valid Miss.
- 11.1.10. Missed Service Reports result in additional work for the County, requiring staff time to handle Customer service requests as well as follow-up to ensure

completion. Therefore, the contractor shall use its best efforts to minimize the number of Missed Services. If the contractor fails to provide collection of a Missed Service by the times specified in section 11.1.3, the contractor shall pay the County damages in the amounts listed in the penalty schedule (Section 13).

- 11.1.11. The contractor shall remain responsible for providing collection. However, if the contractor fails to pick up a Missed Service Report by the times specified in Section 11.1.3, the County may elect to charge the contractor damages in the amount specified in the penalties schedule. The intent is to ensure than quality customer service is provided to each unit at all times.
- 11.2. Repeat Missed Services: The contractor is responsible for avoiding Repeat Missed Collections. Should the contractor fail to provide immediate collection of a Repeat Missed Collection, the County may, in its sole discretion, charge the contractor collection damages as outlined in the penalties schedule.
- 11.3. Area Miss: The Contractor shall respond to an Area Miss in the same time frame and manner as specified in Section 11.1.3. If the contractor fails to provide collection by the times specified in Section 11.1.3, the County may elect to charge the contractor collection damages as outlined in the penalties schedule.

12. COMPENSATION ADJUSTMENTS

- 12.1. If in any year Buncombe County has an increase in the tipping fee, then the franchised collector will be due an adjustment based on the following: for every \$1.00 increase in the tipping fee the County imposes, the contractor will be granted an increase of \$.10 per month per subscriber.
- 12.2. Except as noted in 12.1 above or as may be otherwise provided under Buncombe County Code of Ordinances, Article II, Section 62-47, the County will not entertain increases in the per month subscriber fee before January 1, 2022. The contractor may thereafter submit a non-binding request to the County Commissioners for an increase if the percent change in the annual consumer price index for all urban consumers goes above five percent (5%) since the start of the contract or the last increase, whichever is later. The Consumer Price Index, Urban Wage Earners and Clerical Workers, U.S. City Average will be used. All items are published by the United States Department of Labor, Bureau of Labor Statistics.

13. PENALTIES

Violation	Penalty
1 to 10 valid misses during any one calendar month	\$200/valid miss
11 to 20 valid misses during any one calendar month	\$300/valid miss
21 or more valid misses during any one calendar month	\$500/valid miss
200 or more valid misses during any one calendar month	In addition to penalties above, \$5,000/month in which there are more than 200 valid misses
Second or third repeat missed collection at any one	\$500/repeat miss

Violation	Penalty
location during a 30 day period	
Fourth or more repeat missed collection at any one location during a 30 day period	\$1,000/repeat miss
Area miss of 100 locations	\$2,000/area miss
Each additional location missed over 100 locations in an area miss	\$20/location (in addition to \$2,000)
Recycling report not sent to Buncombe County Solid Waste by the 10 th of each month for the previous month's collections	\$100 for 1 st missed month, increases \$200 for each missed month after.
Failure to deliver recycling materials on an annual basis as described in section 10.3.4	\$100
Leaking truck or debris leaving the truck while hauling	\$500/violation

DRAFT

Exhibit A: Contractor Information and Cost Proposal Form

CONTRACTOR INFORMATION:

Name of Firm Submitting Proposal: _____

Web Site Address of Firm, If Applicable: _____

Firm's Street Address, City, Zip Code: _____

Firm's Mailing Address, City, Zip Code: _____

Type of Organization:

- Individual
- Partnership
- Corporation
- Non-profit

Check if Applicable:

Certified Minority Business

Contractor acknowledges receipt of **ALL** addendums:

Name of Official Contact Person: _____

Telephone Number for

Contact Person: _____

Fax Number for Contact Person: _____

Email Address for Contact Person: _____

On a separate sheet, provide the names and addresses of the firm's officers, directors, owners, and partners, if or as may be applicable.

***If the organization is a corporation, attach a certified copy of the corporation's articles of incorporation.**

COST PROPOSAL:

Subscriber-based Model

	<u>Monthly Cost per Subscriber</u>
<p><u>Basic Service Option 1:</u></p> <ul style="list-style-type: none"> • Refuse: Contractor-provided 96 Gallon Waste Carts. No bags accepted if outside of the cart. Weekly collection provided. • Recycling: Contractor-provided 96 Gallon Recycling Carts. Every-other week collection provided. 	
<p><u>Basic Service Option 2:</u></p> <ul style="list-style-type: none"> • Refuse: Contractor or subscriber-provided waste carts or waste bagged, tied, and stacked in an orderly manner. Each subscriber will be allowed to dispose of up to four (4) 32-gallon size bags or four (4) standard 33-gallon cans of refuse per week. Weekly collection provided. • Recycling: Blue bag recycling system. Weekly collection provided. • 96- Gallon Rollout Container (per unit, per month) 	
Premium Service Cap	
Bulky Waste Collection (per collection)	
Bear-proof Containers (per unit)	

Comprehensive Unincorporated Household Model

	<u>Monthly Cost per Household</u>
<p><u>Basic Service Option 1:</u></p> <ul style="list-style-type: none"> • Refuse: Contractor-provided 96 Gallon Waste Carts. No bags accepted if outside of the cart. Weekly collection provided. • Recycling: Contractor-provided 96 Gallon Recycling Carts. Every-other week collection provided. 	
<p><u>Basic Service Option 2:</u></p> <ul style="list-style-type: none"> • Refuse: Contractor or subscriber-provided waste carts or waste bagged, tied, and stacked in an orderly manner. Each subscriber will be allowed to dispose of up to four (4) 32-gallon size bags or four (4) standard 33-gallon cans of refuse per week. Weekly collection provided. • Recycling: Blue bag recycling system. Weekly collection provided. • 96- Gallon Rollout Container (per unit, per month) 	
Premium Service Cap	
Bulky Waste Collection (per collection)	
Bear-proof Containers (per unit)	

Describe below any additional incentives that will be provided to subscribers:

Pursuant to Section 4, the contractor may elect to provide premium service to a subscriber. Define and describe your firm's "premium service" for waste collection and/or recyclables, and list all known costs associated with premium service below. Note: The information and cost(s) shown in this section will not be considered in determining the lowest monthly cost per subscriber for basic service.

Exhibit B: Non-Binding RFP Response Evaluation Matrix

Buncombe County will utilize the below non-binding RFP Response Evaluation Matrix to support the evaluation and comparison of proposals. However, as indicated in Section 1, Buncombe County reserves the right to waive defects in any bid it deems, in its sole discretion, to be insubstantial, to evaluate all proposals and to grant a franchise as determined to be in the best interest of Buncombe County. Buncombe County will utilize the below evaluation criteria to score and compare proposals.

Buncombe County Government RFP - Exclusive Franchise for Solid Waste Collection and Disposal Non-Binding RFP Response Evaluation Matrix
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Points	Definition
4	Goes above and beyond our needs in this area
3	Meets our needs in this area
2	May not meet our needs in this area/ have some concerns
1	Does not meet our needs in this area

Evaluator:

Criteria	Weight	Firm 1		Firm 2		Firm 3		Firm 4		Firm 5	
		Points	Total	Points	Total	Points	Total	Points	Total	Points	Total
Bidder has addressed all of the requirements for the Cover Letter and has appropriate signatures	2	0	0		0		0		0		0
Bidder's qualifications and experience in providing similar services (must meet requirement of a minimum of 5 year's of experience)	2	0	0		0		0		0		0
Experience and qualifications of the personnel, including any sub-contractors	1	0	0		0		0		0		0
Adequacy of the number of positions proposed and the appropriateness of the type of positions	1	0	0		0		0		0		0
Financial solvency of the bidder	1	0	0		0		0		0		0
Ability of fleet to service the proposed structure and completeness of information requested on fleet	2	0	0		0		0		0		0
Bidder's ability to ensure high quality services to subscribers	2	0	0		0		0		0		0
Bidder's ability to verify service delivery and appropriateness of technology use therein	2	0	0		0		0		0		0
Commitment to utilization of alternative fuels in fleet vehicles	1	0	0		0		0		0		0
Commitment to use of automation in fleet vehicles	1	0	0		0		0		0		0
Appropriate supervisor to driver ratio	1	0	0		0		0		0		0
Bidder's ability to ensure clean, reliable, leak-proof vehicles	2	0	0		0		0		0		0
Bidder's ability to minimize recycling rejects and to operate an efficient recycling program	1	0	0		0		0		0		0
Bidder's plan to operate a public education and awareness program on recycling	1	0	0		0		0		0		0
Proposed monthly fees for services	1	0	0		0		0		0		0
Completeness of and adherence to the guidelines of the Technical Proposal responses	2	0	0		0		0		0		0
Satisfactory responses from references	2	0	0		0		0		0		0
Total:		0	0	0	0	0	0	0	0	0	0