



CITY of MOUNT AIRY

PUBLIC WORKS DEPARTMENT

Physical: 440 East Pine Street Mailing: Post Office Box 70

Mount Airy, North Carolina 27030

Phone: 336.786.3580 Fax: 336.719.7540

REQUEST FOR PROPOSALS

RECYCLABLES MATERIALS HAULING AND HANDLING

The City of Mount Airy Public Works Department is soliciting Requests for Proposals from interested companies to provide Recyclables Materials Hauling and Handling.

The City of Mount Airy is seeking an experienced and professional firm to provide the service as specified. It is the intent of the City to obtain proposals for comparison by soliciting proposals from an adequate number of sources to permit reasonable competition consistent with the nature and requirements of the request. Three (3) copies of the proposal must be submitted to:

Russell Jarrell, City of Mount Airy Sanitation Supervisor, on or before 5:00 PM, Friday March 24, 2023. The envelope must be sealed and marked “**City of Mount Airy Proposal for Recyclables Materials Hauling and Handling.**” Proposals received after this time and date shall not be considered. All proposals shall be valid for a period one hundred twenty (120) days from receipt. The City reserves the right to reject any or all proposals, to waive irregularities and/or informalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the City of Mount Airy. All proposals become the property of the City and will not be returned.

The City of Mount Airy is an equal opportunity employer. Small business and minority firms are encouraged to submit proposals.

CITY OF MOUNT AIRY NORTH CAROLINA
REQUEST FOR PROPOSALS
RECYCLABLES MATERIALS HAULING AND HANDLING

I. INTRODUCTION

The City of Mount Airy, North Carolina (pop 10,300) is located approximately 35 miles north of Winston-Salem. In 2012, the City implemented a curb side recycling program for approximately 4200 households. Several years later, the program was expanded to include area schools and some commercial establishments. The recyclables are collected bi-weekly in 96 gallon carts via a 22 yard side-loader truck. The recyclables are then transported to a Recyclable Materials Transfer Station located at 167 Riverside Drive where they are unloaded from the recycling truck and are pushed via a Bob-Cat loader into 53 foot semi-truck trailers.

City of Mount Airy Public Works Department, hereby requests proposals from companies or organizations to provide the pick-up of the single stream recyclable materials packed in the trailers and transport them to a Materials Recovery Facility (MRF).

Recyclables include but are not limited to:

1. Newspaper
2. Mixed Paper
3. Old Corrugated Containers (OCC) Cardboard Boxes
4. Aluminum Containers
5. Steel Containers
6. Plastic Bottles (#1 and #2)
7. Plastic #3-#7

The City of Mount Airy single stream recycling program averages approximately 650 tons of recycling per year. Its current Recyclables Materials handler contract ends on July 1, 2023.

II. GENERAL INFORMATION

- A. City of Mount Airy desires to contract with a firm or organization that can provide Recyclable Materials Hauling and Handling services. The initial contract will be for a five (5) year period. The terms of the contract will be reviewed on an annual basis and contract revisions will be implemented based on mutual consent of the Contractor and City of Mount Airy.
- B. The contract will contain a provision providing for defaults in the service of the contract. Three months notice will be given to cure all defaults in the service of the contract or an option of termination will be used.

- C. The City of Mount Airy Board of Commissioners reserves the right to reject any or all proposals and shall have the right to waive any deficient item in the proposal submission.
- D. All proposals should describe and list any load requirements and sliding fee schedule or adjustments, if any, for loads less than the maximum amount.
- E. The contract award will be based on the most responsible proposal that is in the best interest of City of Mount Airy, as determined solely by City of Mount Airy.
- F. The Contractor selected shall meet all requirements of this proposal.
- G. The City of Mount Airy Recyclable Materials Transfer Station shall be operated year round, excluding predetermined holidays as established by City of Mount Airy. City of Mount Airy reserves the right to close the Recyclable Materials transfer station during extreme adverse weather conditions.
- H. The proposal will include an adequate number of spare trailers supplied by the contractor to be used to load and store all Recyclable Materials during the working day and to store Recyclable Materials to assure that material is never left outside overnight.
- I. Once the recyclables are loaded into the trailers, the Contractor assumes all liabilities associated with the transport and discharge of the materials.
- J. The Contractor will gain access to the Recyclable Materials Transfer Station by coordinating with City Sanitation staff.

III. SCOPE OF SERVICES AND CONTRACT REQUIREMENTS

- A. The Contractor must comply with all rules and regulations established by local, state and federal laws. The Contractor shall be responsible for all permits required to provide this service.
- B. The Contractor will provide all Recyclable Materials Hauling and Handling services. The Contractor must provide enough tractors and trailers to haul or load all Recyclable Materials by 3:00 PM on day of transport.
- C. The Contractor agrees to designate a contact person or persons and provide a telephone number where the contact person can be reached at all times, including holidays and weekends. The contact person will be called to review the weekly progress, and to report any type of complaint.
- D. The Contractor must be equipped and ready to initiate the Recyclable Materials Hauling and Handling upon execution of the contract with City of

Mount Airy.

- E. The Contractor shall not sublet or assign this contract in whole or part without the written authorization of City of Mount Airy.
- F. Protection to City of Mount Airy
 - 1. Compliance with laws: The Contractor shall conduct operations under this contract in compliance with all applicable laws.
 - 2. The Contractor shall not discriminate against any person because of race, sex, age, color, religion, or national origin.
 - 3. The Contractor will indemnify, save harmless, and exempt the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees incident to any work done in the performance of the contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the City, its officers, agents, and employees.
 - 4. The Contractor shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes required by the State of North Carolina or City of Mount Airy.
 - 5. The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability, and Property Damage insurance, including contractual liability coverage for the provisions of the four items above. All insurance shall be by the insurers and for the policy limits acceptable to City of Mount Airy. Before commencement of work hereunder, the Contractor agrees to furnish City of Mount Airy certificates of insurance or other evidence satisfactory to City of Mount Airy to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations.
"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty (30) days prior written notice will be given to City of Mount Airy."

For the purposes of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Liability Insurance Provisions

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Contractor may not begin work until these insurance coverages have been obtained, nor allow any subcontractor to begin work until these coverages have been obtained.

Workers' Compensation: Insurance covering all employees Meeting statutory limits in compliance with the applicable state and federal laws. Coverage shall be maintained at statutory limits with employer liability at a minimum of \$500,000.

Commercial General Liability: Coverage shall have minimum limits of \$2,000,000 general aggregate, products/completed operations aggregate, personal and advertising injury for each occurrence. This shall include premises and operations, independent contractors, products and completed operations, broad form property damage, XCU coverage and contractual liability. Coverage shall be written on an occurrence basis.

Business Auto Liability: Coverage shall have minimum limits of \$2,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

Umbrella/Excess Liability: At the option of the Contractor, the limits of the primary general liability, auto liability and employers' liability may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the municipality and will only be accepted when both the primary and excess policies include the coverage and endorsements required herein.

6. The Contractor shall take title to and ownership of the City's recyclables upon connection of the Contractor's tractor to the loaded trailer at the loaded trailer storage area. The Contractor is solely responsible for hauling the materials to the approved MRF facility, for any cleanup costs for spillage, or any liabilities arising out of accidents, and for any fees or fines connected with operations, transport or unloading.

G. Agreement

Term of Contract

The term of this agreement shall be for a five (5) year period unless canceled using the three months default notice. The parties hereto may modify or amend the scope of services by mutual agreement.

This agreement may be terminated by either party hereto at the end of the initial term or any extension thereof, by giving written notice not less than 90 days prior to the expiration of the current term.

IV. PROPOSALS (MINIMUM INCLUSIONS)

- A. All proposals shall contain explicit assurance that all conditions of service and contract requirements contained herein will be met.
- B. The Contractor will provide a rate (price per ton) to haul all Recyclable Materials from the City of Mount Airy Recyclable Materials Transfer Station to the Contractor's MRF.
- C. The contractor will also provide a Weighted Market Average Price (WAMP) proposed payment to the City for the recyclables material prices increase in the future. These rates are to be proposed on Exhibit B.
- D. All proposals shall contain a complete description of how the Contractor will provide the Recyclable Materials Hauling and handling services, to include equipment and personnel to be used, and a complete schedule for providing all necessary services.
- E. The Contractor must provide the name and location of the materials handling site to be used for all City of Mount Airy Recyclable Materials.
- F. The Contractor must show by past performance that their company is capable of performing a contract of this magnitude. A reference listing of other counties, cities, towns, or communities, including contact persons (indicate title and telephone numbers), where the Contractor's organization now provides similar services must be include in the proposal.
- G. The proposal shall contain the following information in the order presented herein:
 - 1. Letter of Introduction: The letter of introduction shall briefly describe the services that the company is proposing and any special exceptions or additions to the program as described. The letter should be signed by a representative capable of binding the company to a contractual obligation.
 - 2. Description of Firm: This section should describe the company including

(at a minimum) its location, number of offices corporately, length of time in business (both corporately and for the actual office which will complete the work), corporate structure, number of employees, and relationship to a parent company if subsidiary. If any subcontractors are to be used, the same information should be provided for all subcontractors. The description of the MRF facility should be included here and include (at a minimum) the name of facility, operator, permit number, date facility began operations, estimated date of closure, tons per day received, brief description of liner system and one way distance from City of Mount Airy.

3. **Qualification of Firm:** This section should provide descriptions on the firm's qualifications to complete the work as proposed. At a minimum, this section should include a description of why this firm is uniquely qualified to complete the work and descriptions of at least three (3) projects for which the firm is providing similar services. North Carolina references are preferred but not mandatory. The descriptions should provide information on the type of project, equipment and personnel required; location and contact; contract amount; and any unusual services provided to the customer that may be of interest to the City. In addition, at least four (4) references should be provided with project name, contact person, phone number, address and relationship to the firm. If any subcontractors are to be used, they must also provide information on their qualifications in similar detail.
4. **Project Approach:** This section should provide a description of the services to be offered and the personnel and equipment requirements.
5. **Contractor's Qualification Statement:** The Contractor should complete the form provided in Appendix 1. The form shall be completed by each subcontractor also.
6. **Fee Estimate:** Complete the form provided in Appendix 2. Fees shall be binding, for one year beginning on July 1, 2023.

For more information contact:

Russell Jarrell - City of Mount Airy Sanitation Supervisor
440 East Pine Street
Mount Airy, NC 27030
Office – 336-786-3580

V. **SELECTION PROCESS**

A. **Evaluation**

1. Representatives from the City will have the central responsibility for reviewing and evaluating all proposals submitted in response to this document.

2. A proposal may or may not be eliminated from consideration for failure to comply completely with one or more of the requirements, depending on their critical nature.
3. In evaluating proposals, the City will consider the qualifications and experience of the Subcontractors. In addition, the City will consider whether or not the proposals comply with the prescribed requirements and such data as may be requested in the Fee Form or prior to the Notice of Award.
4. The City may conduct such investigations as the City deems necessary to establish the responsibility, qualifications and financial ability of the Contractor and proposed Subcontractors to perform the work in accordance with the contract documents.

B. Factors of Evaluation

The following criteria will be used to evaluate the proposals:

- Completeness of information requested
- References and reputation of Contractor
- Quality and capability of organization
- Project Approach
- Suitability of MRF facility (as applicable)
- Cost
- Contract terms and conditions

Note: The above order of criteria does not imply an order of importance.

C. Interviews

The City may select two or more Contractors on the basis of the aforementioned factors and request interviews to discuss in detail the project approach and services to be provided. The interview and the information obtained at that time will become as binding as the information in the proposal and shall be used to make the final determination of the Contractor.

D. Final Award

The City reserves the right to reject any or all proposals, including without limitation, nonconforming, non-responsive, unbalanced or conditional proposals. The City further reserves the right to reject the proposal of any Contractor whom it finds, after reasonable inquiry and evaluation, to lack the capabilities to adequately provide the services requested. The City may also reject the proposal of any Contractor if the City believes it would not be in the best interest of the Project to make an award to that Contractor. The City also

reserves the right to waive all informalities including price or approach and to negotiate contract terms with the Contractor deemed to be most suitable for the work required.

If the contract is to be awarded, the City will award the contract to the Contractor whose proposal is in the best interests of the Project and has been determined to have the greatest overall benefit to the City, price and other factors considered.

VI. INSTRUCTIONS TO BIDDERS

Please complete the enclosed form and return in a sealed envelope to: **Russell Jarrell, Sanitation Supervisor, on or before 5:00 PM, Friday March 24, 2023.**

Award will be made on the basis of the most responsible bidder who, in the opinion of the City of Mount Airy Board of Commissioners, is best qualified to fulfill the terms of the proposal, taking into consideration the past history of its quality and performance.

After formal acceptance by the City of Mount Airy Board of Commissioners, the successful bidder will be notified promptly in writing and will be expected to fulfill the terms of the bid or proposal.

All proposals must be submitted on the forms provided by the City of Mount Airy Public Works Department. City of Mount Airy reserves the right to reject any or all bids and proposals in their entirety or portions thereof where the bids are severable and shall have the right to waive any deficient items in the proposal submission.

APPENDIX 1

CONTRACTOR'S QUALIFICATION STATEMENT

(TO BE COMPLETED BY CONTRACTOR AND ALL SUBCONTRACTORS)

1. Name of Contractor: _____

2. Years in business: _____

3. List three (3) recent contracts of this nature that you have completed or currently hold and give the name, address and telephone number of a reference from each. Also give the contract cost of each project listed.

a. _____

b. _____

c. _____

4. Have you ever failed to complete work awarded to you? If so, state where and why.

5. Do you plan to subcontract any part of this work? If so, give details. List name, address, specialty and years of experience of the subcontractor.

6. Have you ever performed similar work under the direction of a Local Government? If so, list three such entities, giving a name, address, telephone number and the name of the project. (List most recent projects.)

- a. _____

- b. _____

- c. _____

11. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City or its representatives in verification of the recitals comprising this statement of Contractor's qualifications.

12. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

Correct Name of CONTRACTOR

(a) The Business is a _____

(b) The address of principal place of business is:

(c) Phone Number _____

(d) The name of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

13. Dated at _____ this _____ day of _____, 2022

By: _____

Attest: _____

(Seal)

APPENDIX 2

PROPOSAL BID FORM

RECYCLABLES MATERIALS HAULING AND HANDLING

The Contractor shall complete the work in accordance with the required sections and for the fees identified below.

Recyclable Materials Hauling and Handling \$ _____ /Ton

Weighted Market Average Price (WAMP)

Formula Payment to City (if Markets allow): \$ _____ /Ton

A. Comments or Clarifications:

SUBMITTED ON _____, 2023

Name: _____ (SEAL)
(Name of corporation, partnership, or individual – typed or printed)

Doing business as: _____
(Insert “a corporation”, “a partnership”, or “an individual”)

State of incorporation (if applicable): _____

By: _____
(Signature – if corporation or partnership, attach evidence of authority to sign)

(Name of person authorized to sign- typed or printed)

(Title)

Attest (if corporation): _____
(Signature of corporate secretary) (CORPORATE SEAL)

Business Address:

Phone No.: _____

Fax No. _____