



# Town of Bluffton Request for Proposals RFP # 2020-44 Residential Solid Waste Collection and Recycling Services

## 1. PURPOSE

The Town of Bluffton, South Carolina (Town) is seeking proposals from interested and qualified firms with past, proven, positive experiences in providing **weekly residential curbside solid waste pickup and weekly or bi-weekly residential curbside recycling pickup** under a fixed price contract to accomplish the following objectives:

- Provide Town of Bluffton residents a convenient way to dispose of their residential solid waste and recycling;
- Facilitate progress toward Beaufort County and State of South Carolina waste reduction and recycling goals;
- Reduce litter and illegal disposal within Town limits.

The required start date for performing these services is **July 1, 2020**.

The Town intends to award one contract to the firm that presents the proposal considered to be of the **best value** to the Town for a period of five (5) years with the option to renew for one (1) additional 5-year period.

At any time during the solicitation process, the Town of Bluffton reserves the right to refuse any and all sealed proposals and to waive any technicalities and formalities. The Town of Bluffton reserves the right to negotiate with all qualified Proposers. The Town may cancel this solicitation in part or in its entirety at any time during the solicitation process if it is in the Town's best interest to do so.

## 2. SOLICITATION TERMS and CONDITIONS

### Proposers' Responsibility

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, each prospective Proposer is urged to conduct its own investigations into the material facts and the Town shall not be held liable or accountable for any error or omission in any part of this RFP.

### Addenda

The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. The Town will not be responsible for any oral representation given by any employee, representative or others. It is the Proposers responsibility to check the Town of Bluffton Purchasing web site for

any addenda issued. Proposers must acknowledge their bid is subject to all addenda issued by entering the total number of addenda in the place so indicated on the Signatory Sheet, attached.

**Questions and Inquiries**

Questions and inquiries regarding this solicitation shall be submitted to the Project Manager no later than:

**2:00 pm on Monday, March 9, 2020**

**Felicia L. Roth, Procurement & Grants Administrator**

**[froth@townofbluffton.com](mailto:froth@townofbluffton.com)**

Answers to questions and any other changes or clarifications will be communicated via an addendum and posted on the Town's Purchasing Center webpage. It is the Proposer's responsibility to check the website for updates.

Proposers are expected to ask for clarifications in a timely manner. No assumptions, exceptions, or modifications to any required forms or bid sheet permitted.

**Submittal of Proposals**

Sealed proposals shall be received by or prior to:

**2:00 pm on Tuesday, March 24, 2020**

The closing date and time shall be scrupulously observed. Packages containing submittals shall be presented as such that they may be easily identified. The outside of the package shall be identified as follows:

**Town of Bluffton  
20 Bridge Street  
Bluffton, South Carolina 29910**

**RFP # 2020-44  
Residential Solid Waste Collection and Recycling Services  
Attn: Felicia L. Roth**

**Public Opening of Proposals**

A public opening will be held 5 minutes following the submittal deadline at the following location:

**Town Hall Main Conference Room  
20 Bridge Street  
Bluffton, South Carolina 29910**

No packages will be accepted at the Public Opening. Packages must be submitted to the Town Hall customer service counter prior to the deadline to be considered.

The names of the firms submitting proposals will be read aloud and recorded. No other information will be provided to the public until after a final contract has been awarded.

**Late Submittals**

***Under no circumstances shall proposals be delivered after the time specified. The Town will not be responsible for late deliveries or delayed mail. It is the Proposer's sole responsibility to ensure that submittals are complete and delivered timely. Oral offers or offers by facsimile or email are not acceptable.***

**Restricted Discussions**

All prospective Proposers are hereby instructed not to contact any member of the Town of Bluffton Council, the

Town Manager, nor Town of Bluffton staff members other than the named point of contact contained herein or the Town Purchasing & Grants Administrator regarding this opportunity during the solicitation process. **Any such contact may be cause for rejection of your submittal.**

**Acceptance / Rejection**

The Town reserves the right to accept or reject any or all proposals. The Town also reserves the right to waive any irregularities, informalities, or technicalities and may at its discretion, request a new solicitation.

Receipt of a proposal does not indicate that the Town of Bluffton has pre-determined a company's qualifications to receive an award or contract. Such determination will be made after the opening and will be based on the Town's evaluation of the proposals compared to the specific requirements and qualifications of a firm as contained and described in this document.

**Proprietary and/or Confidential Information**

A proposal is a public document under the South Carolina Freedom of Information Act (FOIA) except as to information that may be treated as commercial, financial, or privileged and confidential as defined by S.C. Code Section 11-35-410. Proposers should mark the pages containing any commercial, financial, or privileged and confidential information as "PROPRIETARY".

**Award**

It is the Town's intent to make an award to the Proposer who submits the overall proposal that is judged to provide the **most advantageous and best value to the Town** in accordance with the evaluation criteria below.

**Local Preference**

The Local Vendor Preference program has been implemented by the Town of Bluffton under the Town of Bluffton Ordinance No. 2010-13. The ordinance allows the Town to implement more favorable evaluation criteria for vendors that are certified as local vendors. Any vendor certified as a local vendor shall be given preference in the following manner:

A. Definition of a Certified Local Vendor:

- Company maintains a local office within the legally defined boundaries of Beaufort County; has a majority of full-time employees, chief officers and managers regularly conducting work at this location; properly licensed for commercial operations; is open to the public; and is in compliance with local zoning requirements;
- Company has held a valid Town Business License for a consecutive period of at least two (2) years prior to application for certification; and
- Company has submitted a Local Preference Certification statement with its proposal response.

B. Evaluation Processes:

- Selection criteria shall include (as applicable) the local vendor preference program or demonstrated local content with a minimum weighting of five (5) percent

### 3. QUALIFICATIONS

At a minimum, and to be considered a responsible proposer, the individuals and/or firm must:

- A. Currently possess or be willing to obtain a Town of Bluffton Business License if contract is awarded;
- B. Have **three (3)** years of documented past, proven and positive experiences in providing the services requested;
- C. Provide at least five (5) references of clients for whom the firm has provided similar services in the last three years;
- D. Demonstrate the ability to provide the requested services;

### 4. PERIOD OF PERFORMANCE

#### Term of Contract

This contract shall be effective for five **(5) years** following the date of execution.

#### Option to Renew

Prior to, or upon completion of the initial term of this contract, the Town shall have the option to renew the contract for one (1) additional 5-year period. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a Town prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the Town.

Either party may provide notice of intent not to renew with 180 days' written notice prior to the end of the renewal term.

#### Annual Adjustments

All costs shall remain fixed for the first three years of the contract. Thereafter, the contract will be subject to an adjustment equal to the Consumer Price Index (CPI) not to exceed a 3% annual adjustment.

### 5. SCOPE OF SERVICES

#### Scope

This Scope of Services defines the minimal acceptable performance by the proposer in providing the defined services at all the identified locations and related areas identified below. The successful offeror will demonstrate in its proposal the ability to perform these services for the Town of Bluffton. Proposers are encouraged to propose alternate approaches and/or enhancements to the process as part of the methodology and approach of the submittal package. The required date for performing these services is **July 1, 2020**.

#### **A. Definitions**

For the purposes of this RFP, the following definitions shall apply:

*Annexed Area:* Refers to any area contiguous to the Contract Area that is added to the boundaries of the Town of Bluffton by any method of annexation.

*Base Services:* The services provided to every Service Unit and included in the fee paid by the Town to the Contractor to include weekly collection of Residential MSW and weekly collection of Program Recyclables.

*Bulky items:* Household furniture, electronic appliances such as televisions, stereos, lawn mowers, door and window screens, swing sets, over-sized children's toys, metal tables and chairs, grills, yard furniture, wading pools, or other items generated by a household as part of Residential MSW but with weights or volumes greater than those able to be placed in Carts.

*Cart:* A leak-proof receptacle, not to exceed 96-gallons, with wheels and a tight-fitting lid, designed for the purpose of storing Residential MSW, Program Recyclables, or Recovered Materials for Curbside collection.

*Collector/hauler:* Any individual, business, or municipal organization which collects solid waste or recovered materials commercially or as a public service and transports it to a permitted solid waste facility, landfill or recycling center.

*Contract Documents:* The Request for Proposals, Contractor's Proposal, the Contract, the Performance Bond, and any addenda or changes to the foregoing document agreed to by the Town and the Contractor,

*Contractor:* The Service Provider that has entered into a contract with the Town to perform solid waste and recyclable material collection in a designated Contract Area.

*Contract Representative:* Refers to a Contractor employee responsible for managing the service agreement between the Town and Contractor.

*Customer:* The recipient of collection services, specifically referring to the property owner in Service Area(s).

*Curbside:* Off the street pavement and gutter and within five feet thereof. In areas where no curb and gutter are present, it shall mean off the street pavement and within five feet thereof.

*Disposal:* The discharge, deposition, injection, dumping, spilling, or placing of any solid waste into or on any land or water, so that the substance or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater.

*Fiscal Year:* A twelve-month period from July 1 of the current year to June 30 of the following year.

*Hazardous Waste:* Materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.

*Missed Collection:* A properly prepared Residential MSW or Recycling Cart not picked up on the scheduled collection day.

*Mixed Paper:* Includes following: Magazines, junk mail, phone books, bond or ledger grade, cardboard and paper board packaging. This does not include tissue paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic wax or foil.

*Municipal Solid Waste (MSW):* Paper, cans, bottles, food scraps, yard trimmings, packaging and other items generated by residential, commercial, institutional and industrial sources that has not been sorted by the generator.

*Program Recyclables:* Materials designated by the Town to be collected separately from MSW for diversion from a landfill and conveyed to one or more processing facilities, end users, brokers, or other markets. For the

purpose of this RFP, includes newspaper (ONP); corrugated cardboard; mixed paper, including magazines, junk mail, and brown paper bags; chipboard; other unbleached paper products; coated paper products (for example, magazines and catalogs); aluminum cans; steel cans (also known as bi-metal or "tin" cans); glass bottles and jars; plastic polyethylene terephthalate (PET) containers; plastic high-density polyethylene (HDPE) containers (plastic Containers #1-7, excluding Styrofoam). Recyclables do not include Hazardous Waste or items contaminated with food waste.

*Recovered Materials:* Materials which have known use, reuse, or recycling potential; can be feasibly used, reused, or recycled; and have been diverted or removed from the solid waste stream for sale, use, reuse, or recycling, whether or not requiring subsequent separation and processing.

*Recycling:* Any process by which materials which would otherwise become MSW are collected, separated, or processed and reused or returned to use in the form of raw materials or products. The term specifically excludes depositing materials into a landfill or incinerator.

*Recycling Cart:* A Cart provided for on-site collection, storage and set out of Program Recyclables.

*Recycling Services:* The collection of Program Recyclables from Residential Units and transport of same to processors, end users, brokers or other markets. It includes related activities such as disseminating public information and education about recycling, handling complaints about collecting recyclables and reporting pertinent information about the collection or recyclables.

*Residential MSW:* Municipal Solid Waste that is generated by Residential Units.

*Residential MSW Cart:* A Cart provided for on-site collection, storage and set out of Residential MSW.

*Residential Unit:* (a) A free-standing structure constructed for use as a residence by a person or group of persons comprising a family; or (b) a residential unit within a multi-family structure for which MSW collection using Carts is deemed appropriate. Each individual residential collection stop: a single-family residence would be one unit, a duplex would be two units, etc.

*Service Area:* The area(s) of the Town within which services are provided by the Contractor(s), during the term of the Contract and any extensions, if granted.

*Service Provider:* Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, local government, solid waste authority or any other private legal entity that has submitted a proposal which conforms in all material respects to the requirement sets forth in the RFP.

*Single-Stream:* Commingled, rather than separated Program Recyclables or Recovered Material that allows customers to place all recovered materials in a single Cart but separated from Residential MSW.

*Yard Trimmings:* Small accumulations of grass, leaves, pine straw, small trees and branches, shrubs, vines and other similar items of less than six inches in diameter, three feet in length generated by the typical maintenance of lawns, shrubs, gardens and trees from residential properties.

*Yard Waste:* Large accumulations of yard trimmings including limbs which are greater than three feet in length and greater than 7 inches in diameter as well as debris from commercial/professional landscaping or excessive debris caused by storm or other inclement weather. **This solicitation does not include removal of Yard Waste from residential units.**

*White Goods:* Any discarded and unwanted large household appliances including, but not limited to: refrigerators, freezers, stoves, trash compactors, washers, dryers, dishwashers, furnaces, hot water heaters, air conditioners, humidifiers, dehumidifiers, microwave ovens, water softeners, similar items, and parts thereof.

## **B. Collection**

Contractor shall collect Residential MSW and Program Recyclables at the Curbside from each Residential Unit once each week. There shall be a pricing option for bi-weekly Program Recyclable pickup. Each Residential Unit shall have a single collection day for both Residential MSW and Program Recyclables.

## **C. Provision of Carts**

The Contractor shall provide each Residential Unit with one (1) Residential MSW Cart of approximately ninety-six (96) gallons and one (1) Recycling Bin of approximately eighteen (18) gallons. The Contractor may propose a Recycling Cart of approximately sixty-five (65) or ninety-six (96) gallons in the pricing option. All Carts shall be new, or if in good working condition and clean, may be refurbished.

Contractor will be responsible for purchase, assembly, delivery, maintenance and replacement of Carts to each Residential Unit. Carts shall be delivered to each Residential Unit at least one week before collection service begins along with a copy of educational information. Such educational material shall be provided to the Town electronically one month prior to distribution for review and approval.

Recycling Carts shall be of a different color than Residential MSW Carts. Recycling Carts shall be clearly labeled with instructions affixed to the cart to include a list of Program Recyclables and a list of common contaminants. This label shall be developed by the Contractor and approved by the Town.

All Carts will remain the property of the Contractor. The Contractor shall replace any lost or damaged Carts without charge to the Town or Residential Unit except that a Residential Unit known to have willfully removed or damaged a Cart may be charged a fee to repair or replace the damaged Cart not to exceed the actual cost to the Contractor of the Cart. The Contractor will collect any such charge directly from the Customer.

## **D. Hours of Collection**

The Contractor shall not commence work under normal conditions before 7:00 a.m. and shall cease collection by 5:00 p.m. The Contractor shall furnish sufficient numbers of vehicles and personnel to accomplish the work within this period, irrespective of adverse conditions, breakdowns or similar hindrances.

## **E. Days of Collection**

The Contractor shall collect Residential MSW and Program Recyclables Monday through Friday. Contractor may also collect Residential MSW and Program Recyclables on Saturday, as needed, as long as all MSW is delivered to the designated disposal facility before facility closes on the same day on which it is collected. The Contractor shall not collect Residential MSW and Program Recyclables on Sunday. However, the Town reserves the right to waive the restrictions on Sunday pickups due to emergencies caused by weather or other factors.

Curbside collection service may be suspended due to extreme weather or declared emergencies. The Contractor will stop all work when so directed by the Town during severe weather. The Contractor will complete the work as soon as authority has been granted to proceed. If collection is suspended, Contractor will perform collection on the next regular collection day.

## **F. Holidays**

For the purposes of this Contract, the following shall be deemed official holidays: New Year's Day; Memorial Day (fourth Monday in May); Independence Day; Labor Day (first Monday in September); Thanksgiving Day (fourth Thursday in November); and Christmas Day. Holiday schedules for New Year's Day, Independence Day, and Christmas Day are determined by the actual date, not by any Friday-before or Monday-after business holiday. Should one of these holidays occur during the Monday through Friday work week prior to or on the regular collection day, the collection day shall be rescheduled to the next working day, or on Saturday, as necessary, for that week only. No other change in the weekly schedule shall be allowed without prior written consent of the Town. Any approved change in weekly schedule must be advertised by Contractor; Contractor must notify and advertise schedule of holidays.

## **G. Vehicles**

Contractor will be solely responsible for all costs associated with purchasing, operating, and maintaining collection equipment. All vehicles used to collect and haul Residential MSW and Program Recyclables under this Contract shall meet the following requirements.

- Meet the standard for solid waste hauling established by South Carolina Department of Transportation.
- Display the name of the Contractor, a local phone number, and a vehicle identification number that is clearly visible on both sides and rear.
- Be owned by and operated under the supervision of the Contractor or an approved subcontractor.
- Maintained in good working order and appearance, free of rust,
- Clean at the start of each collection day, no wastes shall be permitted to remain overnight anywhere in the vehicle body.
- Be constructed, maintained, and operated to prevent liquid leakage and loss of materials in transit.
- Be fully enclosed, leak-proof, and operated in such a way that no MSW or recyclables leak, spill, or blow off the vehicles.
- Be no more than seven (7) years old.

The Town would consider favorably vehicles with on-board tracking systems or other technology to facilitate collection of data and information to measure performance of the collection system. The Town also would favorably consider the use of low-emission or alternative fuel vehicles.

The Town may inspect any vehicle at any time. If the vehicle is found to be unsanitary, the Contractor shall be required to steam-clean and deodorize the equipment at its expense.

## **H. Personnel**

The Contractor shall perform all collection and disposal services rendered hereunder in a neat, orderly, and efficient manner; to use care and diligence in the performance of this contract; to provide neat, orderly, and courteous personnel on its collection crews; and to provide courteous and knowledgeable personnel in its customer service function.

The Contractor shall prohibit any drinking of alcoholic beverages or use of a controlled substance, except by a doctor's prescription, by its drivers and crew members while on duty, or in the course of performing their duties under this contract.

In the event that any of the Contractor's employees are deemed by the Town to be unfit or unsuitable to perform the services under this contract as a result of intoxication, drug use, or by virtue of abusive or obnoxious behavior, then, upon formal written request of the Town, the Contractor shall remove such employee from work within the Town and furnish a suitable and competent replacement employee.

The Contractor's drivers and crew members shall be attired at all times in a neat, professional-like uniform. A uniform with company logo, employee name and company contact information is required.

All employees shall carry official company identification and shall present it upon request. All vehicle operators shall carry valid South Carolina state driver's licenses for the class of vehicle operated. Vehicle operators shall obey all traffic regulations, including weight and speed limits.

## **I. Standard of Care**

The Contractor's crews shall endeavor to work with as little noise disturbance and disruption to residents as possible. The Contractor's crews shall not play radios, tape players, or other sound amplification devices at volumes which disrupt area residents.

The Contractor shall handle all Carts with reasonable care to avoid damage and spillage. Any contents spilled, or items broken by collection crews onto premises, curb-and-gutter, or streets shall be immediately cleaned up in a worker-like manner. A broom and shovel shall be required on each vehicle. The Contractor shall not be responsible



for collecting or cleaning up MSW or recyclables litter that has blown, fallen, leaked, or been scattered from Carts, bins, bags, or containers through no fault of the collection crew. Contractor shall ensure that all items from within the Carts are properly emptied during collection and that no items remain in the Carts after emptying; crews shall inspect Carts prior to return.

The Contractor shall return all Carts to the general location at which they were found, except that Carts shall not be placed in the middle of driveways, in driveway aprons, directly in front of mailboxes, or near the curb in such a manner as to risk their falling into the street or being hit by a vehicle. The Contractor shall be required to replace, at its own expense, any Carts damaged through negligence or improper handling by the collection crew. The Contractor shall not throw, drop, or toss Carts. Cart lids shall be closed after collection.

## **J. Disposal**

The Contractor shall be responsible for all collection and transportation costs necessary to deliver Residential MSW to a properly licensed facility.

## **K. Processing and Marketing of Recyclables**

The Contractor shall deliver Program Recyclables to a facility for sorting and otherwise preparing them to be marketed and sold. The facility may be owned and/operated by the Contractor or a third-party with demonstrated experience processing and marketing recyclables.

The name and location of the facility(ies) of the Contractor or third-party facility where Program Recyclables will be delivered shall be furnished to the Town at the time the Contract is signed.

The Contractor shall be responsible for payment of all necessary processing costs for handling Program Recyclables collected under these Contract(s). Processing costs include, but are not limited to: any sorting, removal of contaminants and waste residues, intermediate storage or consolidation, transfer, crushing and/or baling costs, as well as the necessary supplies therefore as may apply prior to passing of title of the recyclables to another party for recycling.

**No disposal of recyclables in a landfill or incinerator by the Contractor shall occur without the Town's knowledge and authorization. Upon request of the Town, evidence of appropriate sale of or transfer of title to the Program Recyclables shall be furnished to the Town.**

The Contractor shall at all times use recycling methods that are in compliance with all Federal, State, and local laws, ordinances, and regulations.

## **L. Additional Services**

### **i. On-Call Collection of White Goods/Bulky Items**

Contractor will offer collection of White Goods/Bulky Items to all Residential Units on an on-call basis. Residential Unit(s) shall contact the Contractor directly to request collection of White Goods/Bulky Items. The Contractor may charge a fee to each Residential Unit each time this service is requested and provided. The Proposer shall indicate the service fee for on-call collection of White Goods/Bulky Items to be billed to the requesting Residential Unit in the proposed Fee Schedule.

The Contractor shall deliver White Goods/Bulky Items to facility(ies) of its choice and pay all fees and receive all revenues associated with the delivery to this facility(ies). The Contractor must ensure that any refrigerant or other substances of concerns within the White Goods collected from Residential Units under this Contract are managed in a manner compliant with all federal, state, and local requirements. Preference will be given to management approaches that reduce waste disposed from the Town. All White Goods/Bulky Items must be collected, processed, recycled, and/or disposed according to local, state, and federal requirements.

**ii. Additional MSW Carts**

The Contractor shall, upon request of a Residential Unit, provide additional Cart(s) for Residential MSW for Residential Units that require more than one (1) Cart for Residential MSW. The Contractor may charge the Residential Unit directly for the additional cost to provide and service more than one (1) Residential MSW Carts provided through the Contract with the Town. The Contractor will offer Residential Units the opportunity to change their level of service (add or reduce the number of Residential MSW Carts except the one provided through the Town contract) no less frequently than twice annually. The Proposer shall indicate the service fee for each additional Residential MSW Cart to be billed to the requesting Residential Unit in the proposed Fee Schedule.

**iii. Backdoor Service**

At no additional cost, Contractor shall provide additional service for residents who are determined by the Town to live in a residence in which no individual is physically capable of taking garbage to the curb. Disabled service will be determined or verified by the Town based on ownership of a Handicap Vehicle Tag, temporary or permanent, or a physician’s affidavit stating that all residents of a home is physically restricted from being able to manage a Cart to the street.

**M. Public Education**

The Contractor shall develop and distribute public education materials regarding the services provided under this Contract. At a minimum, the Contractor shall develop and distribute public education materials at the following times:

- prior to the initiation of the services in conjunction with initial Cart delivery;
- quarterly, in each Contract year;
- when Residential MSW or Program Recyclables are improperly prepared (to individual Residential Units).

The content of the educational materials will depend on the education needs at the time but will include, but not be limited to: a description of Program Recyclables, collection schedules and set-out requirements; the additional services offered by the Contractor (on-call Bulky Item/White Goods, backdoor service, etc.) and how to request; the related services offered by the Town and/or County (convenience centers, household hazardous waste collection events, etc.); and information to encourage waste reduction and recycling. All public education materials should be approved by the Town before being distributed. Distribution may be via multiple media, including but not limited to mailbox flyers, door hangers, and social media.

Upon request from the Town, and with reasonable notice, the Contractor shall also make available personnel for presentations at meetings or other similar gatherings to explain the collection program and to update citizens of services provided throughout the term of this contract.

**N. Customer Service**

The Contractor shall serve as the first point of contact for Customers regarding the Residential Solid Waste Collection and Recycling Services. The Contractor will be accessible by a local or toll-free telephone number and by e-mail to customers who wish to request an Additional Service, ask a question, or register a complaint.

The Contractor shall provide for prompt handling of requests and complaints from Customers. Staff will be available receive and address requests and complaints during regular business hours, Monday through Friday. After hours, weekends, and holidays Contractor must make available a message service to record citizen requests and complaints. The Contractor will ensure that its employees service the public in a courteous, helpful, and impartial manner. **It is the Town’s goal that complaints be resolved within 24 hours of receipt by Contractor.**

The Contractor shall promptly investigate and courteously resolve all complaints of missed pick- ups and shall arrange for collection of missed pick-ups found to be valid within twenty-four (24) hours after a complaint or notification is received. In the event this occurs on a day preceding a holiday or weekend, the complaint shall be serviced on the next working day.

In the event of valid complaints for other incidents, including, but not limited to, spillage of broken glass during collection of recyclables; items of MSW and/or recyclables dropped during collection; that are not cleaned up by the collection crew, the Contractor shall promptly arrange for clean-up within twenty-four (24) hours after a complaint or notification is received.

The Contractor shall maintain a daily log of complaints received. A copy of this log shall be furnished to the Town as part of the ad hoc and monthly report. The Town will look favorably on Contractors who have an electronic complaint logging and resolution system where the Town may have direct access/login.

#### **O. Missed Collections**

If MSW or recyclables are set out inappropriately, improperly prepared or contaminated with unacceptable materials, the Contractor shall place in a prominent location a notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Contractor should log such transactions to include the address and specific failure(s) and provide the information to the Town in the periodic reporting. Failure to provide proper notification to customers of the reason for rejecting the materials may be considered a missed collection and/or subject to performance fees for lack to customer notification.

#### **P. Recordkeeping and Reporting**

The Contractor shall be responsible for maintaining and submitting reports on an ad hoc, monthly, and annual basis. The format of such reports shall be approved by the Town prior to execution of Contract.

With reasonable notice, the Contractor shall permit the Town or its authorized designees to inspect and examine all records during regular business hours pertaining to the collection, transportation, disposal, and processing of all Residential MSW and Recovered Materials which occurs under this contract.

The data shall be used for purposes including, but not limited to, publicizing recycling participation rates and quantities and other statistics to residents; and documentation of amounts of the Town's waste generation, diversion, and recycling or other reporting requirements as may be required by the State of South Carolina or other agencies during the term of this contract.

All reports, data, and information, once supplied to the Town, shall become the property of the Town to be used, as it shall solely determine without obligation to any person, firm, or corporation.

##### **i. Ad Hoc Reports**

Ad Hoc reports should be submitted to the Town upon request. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information for each type of service.

- Number of Residential Units served, by route, for Base Services and each additional service
- Customer calls, questions and complaints received, including date, time and contact person and resolution, including date, time and contact person
- Recycling participation (number of Residential Units with recycling cart out each week)
- Daily route sheet to include the following:
  - Vehicle identification number
  - Route number
  - Residential Units served
  - Daily staffing summary (labor hours and substitutions)
  - Landfill ticket(s)
- Disposed tonnage of MSW itemized on a per-day basis
- Delivered tonnage of Recovered Materials itemized on a per-day basis, location delivered
- Delivered tonnage of Bulky Items and White Goods itemized on a per-day basis, location delivered

## **ii. Monthly Reports**

Monthly reports must be submitted to the Town by the first (1<sup>st</sup>) day of the month following the end of the previous calendar month and shall include the following information:

- A cover letter that highlights major accomplishments, problems, trends, and other pertinent information for the associated month
- Complaints/resolution summary for the associated month
- Daily route sheet with attached disposal site weight ticket for the associated month
- Tonnage summary (Residential MSW, Recovered Materials, Bulky Items/White Goods) for the associated month
- Number of on-call collections of Bulky Items/White Goods

## **iii. Annual Report**

The annual report should be submitted to the Town no later than thirty (30) days following every twelve (12) month period of the Contract and shall include a compilation of the monthly reports for the associated year. The obligation to submit an annual report shall survive the termination or expiration of the Contract. The Town may withhold payment of balances due the Contractor until the annual report is received and accepted by the Town.

## **Insurance**

The awarded vendor shall provide and maintain at all times during the term of the contract, without cost or expense to the Town, policies of insurance, with a company or companies authorized to do business in the State of South Carolina, and which are acceptable to the Town, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for a timely provision of certificate(s) of insurance to the Town at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Town within five (5) working days of such request and must be received and accepted by the Town prior to contract execution and/or before any work begins.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

**Workers Compensation** – The Selected Vendor shall agree to maintain Worker’s Compensation Insurance & Employers Liability in accordance with the State of South Carolina Code.

**Business Auto Policy** – The Selected Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles.

**Commercial General Liability** – Commercial General Liability for public liability during the lifetime of a contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of South Carolina. Specific endorsements will be requested depending upon the type and scope of work to be performed.

**Additional Insured Requirements** – Except as to Workers’ Compensation and Employers’ Liability, said Certificate(s) shall clearly state that the Town of Bluffton has been added as a named additional insured as follows:

***Town of Bluffton, a municipality of the State of South Carolina, its officers, employees and agents***

The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the Town prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the Town as to form and types of coverage.

**Delivery and Completion of Work**

The Town will use the Proposer’s estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the Town’s discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the Proposer(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the Proposer shall notify the Town of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the Town.

**Contractors/Subcontractors to be Satisfactory to Town Of Bluffton**

The Contract will not be awarded to any Proposers who have failed in any contractual obligations to the Town, or who has on any previous contract performed in a manner unsatisfactory to the Town, either as to the character of the work, the fulfillment of guarantees or the time consumed in its completion. Subcontractors shall also be satisfactory to the Town. Proposer shall identify intended Subcontractors; Subcontracts shall include all Federal, State, local regulatory and other Agency requirements, as well as the insurance requirements of the prime contract between Contractor and the Town.

**Compliance**

Proposers, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Proposers will not participate directly or indirectly in the discrimination prohibited by Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21. This includes FHWA or FTA specific program requirement.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the 1964 Civil Rights Act (42 U.S.C. 2§000 et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601) Prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;
- The Federal-aid Highway Act of 1973, (23 U.S.C. §324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (42 U.S.C. §47123), as amended, (prohibits discrimination on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (P.L. 100-209), (Broadened, the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendment of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Proposers shall at all times comply with all applicable wage and hour acts, including but not limited to the Fair Labor Standards Act (FLSA) (29 U.S.C. 201 et seq); the Davis-Bacon Act (40 U.S.C. 3141 et seq.); McNamara-O’Hara Service Contract act (41 U.S.C. 351 et seq); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq); Walsh-Healy Public Contracts Act (41 U.S.C. 35 et seq); Copeland Anti-Kickback Act (40 U.S.C 3145).

Proposers shall at all times comply with the Occupational Safety and Health Act (OSH Act)(29 U.S.C. chapter 15) and the South Carolina OSHA-approved state plan, which covers most private sector workers and all state and local government workers.

Proposers shall make best efforts to ensure that minority and disadvantaged businesses are offered a fair opportunity to fully participate in the overall procurement of subcontracted goods and services.

**Acceptance of Services**

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the Town and shall be in compliance with the terms herein, fully in accord with the specifications and of the

highest quality. In the event that the service does not conform to the specifications, the Town reserves the right to terminate the contract and will not be responsible to pay for any such service.

## 6. SUBMITTALS and FORMAT

By submitting a proposal, the firm certifies that it has full knowledge of the scope, nature, and quality of work to be performed. Submittals should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to fulfill the requirements of the scope of work and a solution that is viable and within the Town's best interests.

The Town reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each submittal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible. Failure to provide the requested information will render your proposal as non-responsive.

**Proposers shall submit one (1) signed original by the stated deadline. An electronic copy saved on a thumb drive is required. Package shall be delivered by USPS, other carrier or courier, or in person to the Town of Bluffton Customer Service counter.**

The contents of the proposal shall include the following:

**A. Signatory Sheet**

Attached.

**B. Letter of Transmittal**

Limit to one (1) or two (2) printed pages.

- Briefly state the firm's understanding of the work to be done and the commitment to perform the work.
- Give the names of the persons who will be authorized to make representations for the firm, their titles, and contact information.
- The letter must be signed by an authorized representative of the company who has the authority to commit the company to their proposal as submitted.

**C. Copy of Town of Bluffton Business License**

This section shall include a copy of the firm's Town of Bluffton Business License. If the firm does not currently have a license, then a letter of commitment to obtain a Town of Bluffton Business License if contract is awarded shall be inserted.

**D. Firm's Profile, Key Personnel, Capabilities**

- Describe the company, including number of personnel to be assigned to this contract by job title, number and type of vehicles to be assigned to this contract, and the address of the office or field location where such personnel and equipment are housed.

- List the key personnel who will serve as direct points of contact and show them on an organizational chart. Specifically include the general manager, operations and/or maintenance manager, and customer service manager. Provide resumes or describe their experience and qualifications.
- List any subcontractors and their roles and responsibilities.

**E. Firm's Experience, Past Performance, and References**

- Detail the contracts serviced each year for the last three years: 2019, 2018, 2017. Provide a summary of the scope of services and number of residential and commercial units served.
- Select five (5) contracts serviced in the last three years of similar size and scope, preferably for a municipality, to describe in more detail. Give dates of performance and description of the size and scope. Provide at least one reference for each, including name, title, phone number and email address.
- Provide a copy of Proposer's most recently audited financial statement. In lieu thereof, two years of unaudited financial statements and tax returns may be substituted.
- Describe all past and pending civil, legal, regulatory, and criminal actions arising in the last ten (10) years. Provide a summary of the cause of action, judgment and penalty rendered (if any), and the name of the jurisdiction where damages were paid.
- Provide any compliance or regulatory notice of violations, corrective actions, enforcement actions or orders, warning notices, or any other forms of permit violation or non-compliance documentation arising in the last five (5) years.

**F. Firms approach and methodology to executing solution and/or performance**

Provide a concise description of the approach and process the firm will employ to successfully complete the work to be performed in the following areas:

- Collection schedule. Provide a proposed route map or description by neighborhood/street for solid waste and recycling pickup. Include days of the week.
- Collection equipment. Provide a comprehensive list of owned/leased equipment to be used on this contract including make, model, and quantity, including vehicles and carts. Identify any technological enhancements which may be deemed favorable. Identify the age of the current equipment, whether any equipment would have to be acquired to service this contract and what the lead time is to make that acquisition. Provide equipment cut/spec sheets if available.
- Education. Describe the approach to public education campaigns regarding solid waste and recycling and expected measures of their success. Be specific as to the medium used (mailers or doorhangers, social media, etc.). Describe the frequency of messaging and how to identify specific homeowners who are not complying with solid waste or recycling requirements.
- Customer Service. Describe complaint resolution procedures including logging, tracking, escalating, root cause analysis and resolution. Describe analytics for repeat complaints or repeat issues. If Proposers have a live trouble ticket system that the Town can access, provide screen shots. Highlight customer service features that will provide added value to Town residents, such as real time truck tracking via GPS or other, and describe how these features will provide improved customer service to the Town and its residents.



- Transition Plan. Provide recommended routes, either by map or narrative. Provide serving details for each route including the equipment to be used and personnel assigned. Refer to the attached map for planning assistance. Describe the time and process required to transition from the current MSW and recycling provider.
- Newly Developed and Annexed Areas. As residences within the existing Service Area are developed and occupied, describe the process required to bring service to those residences.
- Formal Partnership in Community Development. Describe how the firm will become a partner with the Town to support its community development efforts. Be specific in the type of services the firm is willing to donate, for example, with regard to the twice-yearly Town cleanup events, the Christmas Parade, the Special Olympics events, among others.

**G. Pricing Schedule**

Firms shall complete the attached pricing schedule form(s) which is based on the scope of services to be provided. The pricing schedule of this solicitation defines the requirements of the services to be purchased, and must be completed and submitted with the proposal. Use of any other form(s) or alteration of the included schedule may result in rejection of the proposal.

**H. Exceptions**

Clearly describe any exceptions the firm may have with any requirements.

**7. EVALUATION, SELECTION, NEGOTIATION and AWARD**

The Town of Bluffton procurement code will be followed to secure the awarded firm. The contact listed within this solicitation, in coordination with the Purchasing Administrator, will be the coordinator for the selection process and the sole point of contact for all respondents. In addition to the materials provided in the written responses to this RFP, the Town may utilize site visits or may request additional material, information, interviews, presentations or references from the respondent(s) submitting a proposal or offer.

**A. Evaluation Criteria**

A point range will be given to each criteria listed through the identified weighted system:

| <b>EVALUATION CRITERIA</b>                  | <b>MAX POINTS</b> |
|---|-------------------|
| Firm’s Profile, Key Personnel, Capabilities | 10                |
| Experience and Past Performance, References | 15                |
| Approach                                    | 40                |
| Pricing Schedule                            | 30                |
| Local Vendor Preference                     | 5                 |
| <b>TOTAL POSSIBLE POINTS</b>                | <b>100</b>        |

**B. Evaluation Method**

All responsive submittals will be reviewed and evaluated by a Review and Selection Team. This three (3) to five (5) member committee approach will require selected staff to evaluate the submittals through the following processes:

- Individually provide a detailed review and thorough evaluation of each submittal;
- Individually score each submittal utilizing the scoring method given;
- Combining the scores of each individual team member to form an overall team score;
- Eventual participation in a team discussion, including in-depth evaluations and group interaction after individual review and scores are achieved.

The Town reserves the right to request additional information and/or clarification of any information submitted by any respondent at any time during the evaluation process. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services as requested. The Town reserves the right to make investigations of the qualifications of the respondent as it deems appropriate, including but not limited to background investigations.

Firms exhibiting the ability to provide and maintain the services requested; submits a proposal that is formatted correctly; and is inclusive of all the required forms will be considered a responsive and responsible proposer.

### **C. Selection Method**

If no single top ranked firm can be clearly identified by review of the written submittals alone, then the Review and Selection Team shall request the Purchasing Administrator to schedule the top ranked firms for presentations / interviews.

The Town may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Proposers. If the Town chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. The Town will not be liable for any costs incurred by a Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

The Selection and Review team will rank all complete submittals received and/or formal oral presentations/interviews in order of preference and outcomes will be based on the determination of which firm will meet the needs and provide the best overall value to the Town as it pertains to the requirements of the scope of work.

### **D. Negotiations**

The Town reserves the right to negotiate a final agreement with the top ranked proposal that meets the needs and is considered the best value to the Town of Bluffton. If a contract cannot be negotiated with the highest ranking firm, negotiations may be conducted with the second, and then the third, and so on until a satisfactory contract can be agreed upon and executed. Additionally, should the Town choose to do so, it reserves the right to provide all responsive and responsible Proposers an opportunity to submit their best and final offers.


### **E. Award and Contract**

Award will be made in accordance with the Town of Bluffton's purchasing policy and procedures. A contract resulting from an award shall be the Town of Bluffton's purchase order and/or contract, containing the Town's terms and conditions. A sample of the contract has been attached to this solicitation for viewing. Contracts from firms submitting a proposal will not be accepted.

### **Attachments**

1. Signatory Sheet
2. Pricing Schedule

## SIGNATORY SHEET

|  |  |   |
|--|--|---|
|   | <h1 style="margin: 0;">TOWN OF BLUFFTON</h1> | SOLICITATION NO: 2020-44<br>ISSUED BY: Felicia L. Roth<br>EMAIL: froth@townofbluffton.com |
| <b>SUBMITTAL PACKAGES DUE:</b><br><b>CLOSING DATE: Tuesday, March 24, 2020</b><br><b>CLOSING TIME: 2:00 p.m.</b>   |  | <b>FAX / E-Mail not accepted</b>  |
| <b>PROJECT TITLE &amp; DESCRIPTION: Residential Solid Waste and Recycling Collection Services</b>  |  |   |
| <b>ACKNOWLEDGEMENT OF ADDENDA:</b> This bid is submitted subject to Addenda numbers ____ through _____.  |  |   |
| <b>THIS FORM MUST BE SIGNED TO BE CONSIDERED FOR AWARD</b>   |  |   |
| COMPANY NAME:  | DATE:  |   |
| MAILING ADDRESS:   | PHONE:                                       |   |
|  | FAX:   |   |
| CITY:  | STATE:                                       | ZIP:  |
| SSN OR FEDERAL TAX NO:   | TITLE OF AUTHORIZED REPRESENTATIVE:          |   |
| E-MAIL:  | WEB URL:                                     |   |
| AUTHORIZED SIGNATURE:  | PRINTED NAME:                                |   |
| By my signature I certify that this response is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response to this solicitation for the services to be provided, and is in all respects true, accurate and without collusion or fraud. I certify that pricing submitted is valid for 120 days from the date of submittal. |  |   |

## PRICING SCHEDULE

Excludes costs borne by Contractor: disposal of MSW at designated facility, collection, transport, processing and marketing of Residential Recyclables.

|   |                                   |    |
|---|-----------------------------------|----|
| Base Service  |                                   |    |
| Weekly Collection, Residential MSW<br>96-gallon cart    | \$ per residential unit per month | \$ |
| Weekly Collection, Program Recyclables<br>18-gallon bin | \$ per residential unit per month | \$ |
| Total cost for base service                             | \$ per residential unit per month | \$ |

|   |                                   |                    |
|---|-----------------------------------|--------------------|
| Additional Services Provided on Request and Billed Directly to Customer                                   |                                   |                    |
| On Call White Goods/Bulky Item Collection   | \$ per pick up                    | \$                 |
| Additional MSW Cart   | \$ per residential unit per month | \$                 |
| Requested Backdoor Service for Disabled   | No additional cost                | No additional cost |
|   |                                   |                    |
| Contractor's proposed revenue share from the sale of Residential Recyclables refunded to the Town: _____% |                                   |                    |

|  |                                   |    |
|--|-----------------------------------|----|
| Alternate Price Proposal   |                                   |    |
| Weekly Collection, Residential MSW<br>96-gallon cart   | \$ per residential unit per month | \$ |
| Bi-Weekly Collection, Program Recyclables<br><b>Circle one:</b> 65-gallon cart    96-gallon cart | \$ per residential unit per month | \$ |
| Total cost for alternate service   | \$ per residential unit per month | \$ |