



**FRANKLIN COUNTY SOLID WASTE MANAGEMENT DEPARTMENT  
LOUISBURG, NORTH CAROLINA**

**REQUEST FOR PROPOSAL  
COMMINGLED RECYCLING SERVICES CONTRACT**

I. INTRODUCTION

Franklin County hereby requests proposals to provide commingled recycling services for Franklin County.

II. GENERAL INFORMATION

- A. The initial term of the contract is from July 1, 2019 through June 30, 2020, with the option to renew up to two additional terms in one-year increments (July 1<sup>st</sup> through June 30<sup>th</sup>) for a total of three terms (3) years at the sole discretion of the County, and the County shall make notice of such intent approximately ninety (90) days prior to the expiration of the current term.
- B. Franklin County has transferred the following amounts of commingled recyclables for the past four fiscal years: FY 14/15 – 1,541.27 tons, FY 15/16 – 1,695.38 tons, FY 16/17 – 1,639.73 tons and FY 17/18 – 1,685.63 tons.
- C. The contractor must provide a recycling market that accepts commingled recycling. Includes newspaper, magazines, corrugated cardboard, other paper, glass bottles and jugs, plastic bottles and jugs, aluminum cans, steel cans. Franklin County reserves the right to cease recycling certain materials during the life of this contract.
- D. The Franklin County Board of Commissioners reserves the right to reject any or all proposals.
- E. The contract award will be based on the most responsible proposal that is in the best interest of Franklin County.
- F. All proposals shall be sealed. Five (3) copies of the proposal must be submitted to **Brian S. Haynesworth, Director of Franklin County Solid**

**Waste at the Franklin County Administration Building, 113 Market Street, Louisburg, NC 27549 on or before 9:00 AM, Monday, June 10, 2019.** The envelopes must be sealed and marked **“Proposal for Commingled Recycling Services for Franklin County.”** Proposals received after this time and date shall not be considered.

- G. The Contractor selected shall meet all requirements of this Request For Proposal.
- H. The Franklin County Solid Waste Transfer Station shall be operated year round, excluding predetermined holidays as established by Franklin County. Franklin County reserves the right to close the solid waste transfer station during extreme adverse weather conditions.
- I. The Franklin County Solid Waste Transfer Station will operate during the following hours for commingled recycling: Monday through Friday-5:00 AM to 1:00 PM.

III. SCOPE OF SERVICES AND CONTRACT REQUIREMENTS

- A. The contractor must comply with all rules and regulations established by the local, state, federal laws and all Franklin County Ordinances. The contractor shall be responsible for all permits required to provide this service.
- B. The Contractor will provide a commingled recycling market for Franklin County's recyclable materials collected from its convenience centers and recyclable materials delivered to its Transfer Station located at 5 Landfill Road, Franklinton, North Carolina 27525.
- C. The Contractor shall be required to receive trailer size loads of commingled recyclable material for delivery, sorting, processing and marketing for sale.
- D. The Contractor agrees to designate a contact person or persons and provide a telephone number where the contact person(s) can be reached at all times including holidays and weekends. The contact person will be called to review the weekly progress, to request extra tractor trailers on busy waste days, and to report any type of complaint.
- E. The Contractor must be equipped and ready to initiate the solid waste hauling and disposal contract beginning on or about July 1, 2019.
- F. The Contractor shall not sublet or assign this contract in whole or part without the written authorization of Franklin County.

G. Protection to Franklin County

1. Compliance with laws: The Contractor shall conduct operations under this contract in compliance with all applicable laws and Franklin County Ordinances.
2. The Contractor shall not discriminate against any person because of race, sex, age, color, religion, or national origin. The Contractor will indemnify, save harmless, and exempt the county, 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 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 County, 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 Franklin County.
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 3 items above. All insurance shall be by insurers and for the policy limits acceptable to Franklin County. Before commencement of work hereunder the Contractor agrees to furnish Franklin County certificates of insurance or other evidence satisfactory to Franklin County 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 days prior written notice will be given to Franklin County.”

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

| <u>Coverage</u>                                  | <u>Limits of Liability</u>                             |
|--|--|
| Worker's Compensation                            | Statutory  |
| Employer's Liability                             | \$100,000  |
| Bodily Injury Liability<br>(except automotive)   | \$1,000,000 each occurrence<br>\$3,000,000 aggregate   |
| Property Damage Liability<br>(except automotive) | \$1,000,000 each occurrence<br>\$3,000,000 aggregate   |
| Automotive Bodily Injury<br>Liability            | \$1,000,000 each person<br>\$3,000,000 each occurrence |
| Automotive Property Damage<br>Liability          | \$1,000,000 each occurrence                            |
| Excess Property and<br>Accident Liability        | \$3,000,000 each occurrence                            |

The above coverage may be provided by the Contractor's parent corporation.

6.
  - a. No proposal from a private contractor shall be considered or accepted unless at the time of its filing it is accompanied by a deposit equal to not less than 5% of the proposed annual cost. The deposit may be in the form of cash, cashier's check, certified check, or a bid bond executed by a corporate surety authorized to do business in North Carolina. This deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory surety as required herein.
  - b. Premium for the bond described above shall be paid by the Contractor. A certificate from the surety company showing that the bond premiums are paid in full shall accompany the bond.
  - c. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in this state.
  - d. The company to whom the contract is awarded will be required to furnish a performance and payment bond,

executed by a corporate surety authorized to do business in North Carolina, in the full amount of the contract as provided in Article 3 of Chapter 44A of the N.C. General Statutes.

H. Agreement

1. Term of Contract

The initial term of the contract is from July 1, 2019 through June 30, 2020, with the option to renew up to two additional terms in one year increments (July 1<sup>st</sup> through June 30<sup>th</sup>) for a total of three terms (3) years at the sole discretion of the County, and the County shall make notice of such intent approximately ninety (90) days prior to the expiration of the current term.

2. Liquidated Damages

It is agreed that Franklin County may deduct from payments due or to become due to the contractor, the following amounts as liquidated damages:

- a. Failure to provide adequate commingled recycling processing services. Each such occurrence per day shall result in liquidated damages of \$200.00
- b. Failure or neglect to correct a chronic problem will be considered as a breach of the contract which shall be cause for termination of the contract. A chronic problem shall be three or more similar instances of the breach described in paragraph (a) above within a 30-day period.

IV. Proposals (Minimum Inclusions)

- A. All proposals shall contain explicit assurance that all conditions of the service and contract requirements contained herein will be met.
- C. The Contractor will complete **Proposal Form A** and provide a Processing Fee (price per ton), Processing Fee Deduction (the percentage of Weighted Average Price deducted from the Processing Fee when the Weighted Average Price is less than the Processing Fee), a Contamination Handling Fee (price per ton), a Revenue Share Percentage when the Weighted Average Prices exceeds the Processing Fee, and any other fees such as an Environmental of Fuel related fee.

- D. A complete description of how the Contractor will provide the commingled recycling processing services to include equipment and personnel to be used, and a complete schedule for providing all necessary services must accompany the proposal.
- E. The Contractor must provide the name and location of the potential commingled recycling market. A ten (10) day advance notice shall be given to Franklin County prior to any change in the commingled recycling market to be used.
- F. The Contractor must show by past performance that the company is capable of performing a contract of this magnitude. A reference listing of other cities, towns, or communities, including contact persons (indicate title, and telephone numbers), where the organization now provides similar services must be include in the proposal.
- G. Any exceptions to the conditions or specifications required by this proposal shall be listed.
- H. The contractor must complete the Affidavit of Compliance with N.C. E-Verify Statutes form and return the form with the proposal.
- I. These are the minimum qualifications that a response must fulfill. However, in addition to completing the base proposal, alternatives to any conditions may be submitted with complete details.

For more information contact:

Brian S. Haynesworth, Director  
Solid Waste Department  
113 Market Street  
Louisburg, NC 27549  
Office-919-340-4670  
Email - bhaynesworth@franklincountync.us

## **INSTRUCTIONS TO BIDDERS**

All proposals shall be sealed. Five (3) copies of the proposal must be submitted to **Brian S. Haynesworth, Director of Franklin County Solid Waste at the Franklin County Administration Building, 113 Market Street, Louisburg, NC 27549 on or before 9:00 AM, Monday, June 10, 2019.** The envelopes must be sealed and marked **“Proposal for Commingled Recycling Services for Franklin County.”** Proposals received after this time and date shall not be considered.

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

Bids must be sealed, with the envelope clearly marked:

### **“PROPOSAL FOR THE COMMINGLED RECYCLING SERVICES FOR FRANKLIN COUNTY”**

No proposal shall be considered or accepted unless at the time of its filing, it is accompanied by a deposit equal to not less than 5% of the proposal. The bid deposit may be in the following forms: Cash, Cashier’s Check, Certified Check or a bid bond by a surety licensed in North Carolina. This deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory surety as required herein.

After formal acceptance by the Franklin County Board of Commissioners, the successful bidder will be notified promptly in writing and will be expected to immediately begin July 1, 2019 or as soon as can be agreed upon in writing by the County and Contractor fulfilling the terms of the bid or proposal.

All proposals must be submitted on the forms provided by the Office of the County Manager. Franklin County reserves the right to reject any or all bids and proposals in their entirety or portions thereof where the bids are severable.

Direct any inquiries about the specifications for the bid to Brian S. Haynesworth, Solid Waste Director at 919-340-4670.

**PROPOSAL BID FORM A**

Please enter the requested information in all required fields below:

- I. **Processing Fee:** A Processing Fee of \$\_\_\_\_\_ **Per Ton** shall be charged on 100% of the inbound tonnage delivered.
- II. **Contamination Handling Fee:** A contamination handling fee to process and dispose of contaminants contained in inbound deliveries will be \$\_\_\_\_\_ **Per Ton**.
- III. **Processing Fee Deduction:** Percent of the Weighted Average Price Deducted that is deducted from the Processing Fee When the Weighted Average Price is less than the Processing Fee: \_\_\_\_\_%
- IV. **Revenue Share:** Contractor shall pay Franklin County \_\_\_\_\_% of the amount of the Weighted Average Price remaining after deducting the Processing Fee for each ton of inbound commingled recyclables delivered that month. The Revenue Share shall be fixed for the life of the contract.
- V. **Other Fees (e.g. Environmental, Fuel, Etc.):** \$\_\_\_\_\_
- VI. **Name of the Market Index Used:**\_\_\_\_\_

**Please complete the Pricing Structure Table Below based on Proposed Processing Fee and Fee Deduction as listed above:**

| Month, Year     | Processing Fee | Fee Deduction | Other Fee(s) Deduction | Price/Ton Cost |
|-----------------|----------------|---------------|------------------------|----------------|
| April, 2019     | \$             | \$            | \$                     | \$             |
| March, 2019     | \$             | \$            | \$                     | \$             |
| February, 2019  | \$             | \$            | \$                     | \$             |
| January, 2019   | \$             | \$            | \$                     | \$             |
| December, 2018  | \$             | \$            | \$                     | \$             |
| November, 2018  | \$             | \$            | \$                     | \$             |
| October, 2018   | \$             | \$            | \$                     | \$             |
| September, 2018 | \$             | \$            | \$                     | \$             |
| August, 2018    | \$             | \$            | \$                     | \$             |
| July, 2018      | \$             | \$            | \$                     | \$             |
| June, 2018      | \$             | \$            | \$                     | \$             |
| May, 2018       | \$             | \$            | \$                     | \$             |

**FORM B**  
**STATE OF NORTH CAROLINA**  
**COUNTY OF \_\_\_\_\_**  
**STATUTES**

**AFFIDAVIT OF COMPLIANCE**  
**WITH N.C. E-VERIFY**

I, \_\_\_\_\_ (hereinafter the "Affiant"), duly authorized by and on behalf of the \_\_\_\_\_ (Hereinafter the "Employer") after being duly sworn hereby affirms as follows:

1. I am the \_\_\_\_\_ (President, Manager, CEO, etc.) of the employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands the "E-Verify" means the Federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law.
3. Select one of the following statements:  
    \_\_\_\_\_ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. General Statutes 64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification for a period of at least one year.  
  
    \_\_\_\_\_ Employer employs fewer than 25 employees, and is therefore not subject to the provisions of N.C. General Statute 64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. General Statute 64-26.
5. Employer shall keep the \_\_\_\_\_ (**Name of Local Government Entity**) informed of any changes in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

This is the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Affiant \_\_\_\_\_

**STATE OF NORTH CAROLINA**  
**COUNTY OF \_\_\_\_\_**

Sworn to and subscribed before me, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**Notary Public**

**[Seal]**

**My Commissions expires** \_\_\_\_\_

