



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

**REQUEST FOR PROPOSAL
SOLID WASTE HAULING AND DISPOSAL CONTRACT**

I. INTRODUCTION

Franklin County hereby requests proposals (RFP) to provide for the hauling and disposal of all solid waste and recyclables from the Franklin County Solid Waste Transfer Station.

Franklin County operates a State of North Carolina Permitted Transfer Station and twelve (12) staffed residential convenience centers.

II. GENERAL INFORMATION

- A. The initial contract will be for a five (5) year period. The initial contract period will encompass the period of July 1, 2019 to June 30, 2024.
- B. Interested Bidders must attend a **Mandatory Pre-Proposal Conference at 10:00 A.M. EST on April 18, 2019**. The conference will be held at the **Franklin County Solid Waste Transfer Station** located at **5 Landfill Road, Franklinton, NC 27525**. Attendees will be offered an opportunity to tour the related facilities at the conclusion of the conference.
- C. **Tentative RFP Processing Schedule**

Issue RFP	April 11, 2019
Pre-Proposal Conference	April 18, 2019
Deadline for Questions	April 25, 2019
Deadline to Submit RFP	May 1, 2019
RFP Evaluation	May 1, 2019 – May 3, 2019
Recommendation to BOCC	May 20, 2019
Notice of Award	May 22, 2019
Contract Starts	July 1, 2019

- D. After the RFP issue date, all communications between the County and prospective Bidders shall be in writing. Emailed questions will be accepted and can be sent to bhaynesworth@franklincountync.us. **All questions shall be received no later than April 25, 2019.**
- E. Franklin County has transferred the following amounts of solid waste for the past four fiscal years: FY 14/15 – 34,179.76 tons, FY 15/16 – 38,020.25 tons, FY 16/17 – 37,918.52 tons and FY 17/18 – 39,837.32 tons.
- F. 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.
- G. 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. Potential needs to be there to add other plastics for recycling.
- H. The Contractor will provide a walking floor trailer for the hauling of commingled recyclables. Franklin County averages three (3) loads per week. The trailer must be available within 24 hours' notice.
- H. An annual rate adjustment equal to the South Region Consumer Price Index (CPI), published by the U.S. Department of Labor, will be allowed. The new rate with annual CPI adjustment must be reported in writing to the Solid Waste Director by January 1 each year.
- I. The Franklin County Board of Commissioners reserves the right to reject any or all proposals.
- J. The contract award will be based on the most responsible proposal that is in the best interest of Franklin County.
- K. All proposals shall be sealed. Five (5) 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 2:00 PM, Wednesday, May 1, 2019.** The envelopes must be sealed and marked **“Proposal for Solid Waste Hauling and Disposal.”** Proposals received after this time and date shall not be considered. **All proposals shall be opened and read aloud in the Commissioners Meeting Room, Second Floor of the**

**Franklin County Administration Building at 2:15 PM, Wednesday,
May 1, 2019.**

- L. The Contractor selected shall meet all requirements of this Request for Proposal.
- M. 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 and for maintenance.
- N. The Franklin County Solid Waste Transfer Station will operate during the following hours: Monday through Friday-7:00 AM to 3:30 PM and Saturday from 7:00 AM to 1:00 PM. No solid waste may be left on the floor of the solid waste transfer station overnight.
- O. The proposal will include an adequate number of spare trailers to be used to load and store all solid waste during the working day and to store solid waste overnight.
- P. Franklin County will provide a spot truck to move spare trailers at the solid waste transfer station. The contractor will provide backup for this spot truck if this unit is out of service for repairs (Live load or use a driver to load until the spot truck is functional again).
- Q. The Contractor shall provide a safety scaffold for drivers to use for rolling covers.
- R. The contractor must complete the Affidavit of Compliance with E-Verify Statutes form (Form B). Complete the form and return with your proposal.

III. SCOPE OF SERVICES AND CONTRACT REQUIREMENTS

- A. The Contractor must comply with all rules and regulations established by the local, state and federal laws. The contractor shall be responsible for all permits required to provide this service.
- B. The Contractor will provide all solid waste hauling and disposal services. The Contractor must provide enough tractors and trailers to haul or load all solid waste by 3:30 PM each day. No solid waste will be left on the transfer station floor overnight.

- C. The Contractor will provide a commingled recycling trailer, hauling services and the recycling market
- D. The Contractor shall be required to secure the solid waste, once it is loaded in the transfer trailer. Trailers must have covers that are free of holes and can be securely fastened down. All full trailers must be covered at the end of the working day.
- E. 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.
- F. The Contractor must be equipped and ready to initiate the solid waste hauling and disposal contract beginning July 1, 2019.
- G. The Contractor shall not sublet or assign this contract in whole or part without the written authorization of Franklin County.
- H. Protection to Franklin County
 - 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 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 (except automotive)	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability (except automotive)	\$1,000,000 each occurrence \$3,000,000 aggregate
Automotive Bodily Injury Liability	\$1,000,000 each person \$3,000,000 each occurrence
Automotive Property Damage Liability	\$1,000,000 each occurrence
Excess Property and 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, cashiers 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.
7.
 - a. The Contractor shall take title to and ownership of the County's waste and commingled recyclable materials 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 waste and/or commingled recyclables to the approved disposal facility and/or material recovery facility, for any cleanup costs for spillage, for litter control, for any liabilities arising out of accidents, and for any fees or fines connected with operations, transport or unloading.
 - b. Further, the Contractor shall take title to and ownership of the County's waste and/or commingled recyclable materials upon its delivery to and burial at the landfill and/or material recovery facility and is solely responsible for its disposal and/or recycling processing after that time, for all future closure and post closure costs, for any liabilities arising out of accidents or remediation activities, and for any fees or fines

connected with the landfill and material recovery facility operations.

I. Agreement

1. Term of Contract

The contract will be for a five (5) year period. The initial contract period will encompass the period of July 1, 2019 to June 30, 2024.

2. Change in Cost of Doing Business

The Consumer Price Index adjustment must be submitted in writing by January 1 each year.

3. 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 hauling services by failure to remove all solid waste from the transfer station floor by 3:30 PM each working day. 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.
- B. The Contractor will provide a rate (price per ton) two service options; to haul and dispose of all solid waste from the Franklin County Solid Waste Transfer Station and to haul and deliver the commingled recyclables to a material recovery facility (commingled recycling market). Please use the attached proposal form (Form A).

- C. A complete description of how the Contractor will provide the solid waste hauling and disposal services and the commingled recyclable material hauling and processing to include equipment and personnel to be used, and a complete schedule for providing all necessary services must accompany the proposal.
- D. The Contractor must provide the name and location of the potential sanitary landfill to be used for the disposal of all Franklin County solid waste. A ten (10) day advance notice shall be given to Franklin County prior to any change in the landfill used for disposal.
- E. The Contractor must provide the name and location of the potential material recovery facility to be used as the commingled recycling market. A ten (10) day advance notice shall be given to Franklin County prior to any change in the material recovery facility (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. The Affidavit of Compliance with N.C. E-Verify Statutes must be completed and returned with the proposal.
- H. Any exceptions to the conditions or specifications required by this proposal shall be listed.
- I. **These are the minimum qualifications that a response must fulfill. However, exceptions to any conditions may be submitted as alternatives to the base proposal.**

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

INSTRUCTIONS TO BIDDERS

Please complete the enclosed forms and return 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 2:00 PM, Wednesday, May 1, 2019.** The envelopes must be sealed and marked **“Proposal for Solid Waste Hauling and Disposal.”** Proposals received after this time and date shall not be considered. **All proposals shall be opened and read aloud in the Commissioners Meeting Room, Second Floor of the Franklin County Administration Building at 2:15 PM, Wednesday, May 1, 2019.**

Franklin County reserves the right to award to multiple Contractors or to a single Contractor deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals. 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 SOLID WASTE HAULING AND DISPOSAL”

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 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 or via e-mail at bhaynesworth@franklincountync.us

FORM A – PROPOSAL BID FORM

SOLID WASTE HAULING AND DISPOSAL CONTRACT

I. SOLID WASTE DISPOSAL & HAUL RATE

PRICE PER TON* - \$ _____

Landfill Name: _____

Facility Contact: _____

Landfill Address: _____

Telephone Number: _____

*Does the above-listed Disposal & Haul Rate include the North Carolina \$2 per ton Disposal Tax? Check Yes or No below.

Yes

No

II. COMMINGLED RECYCLING PROCESSING & HAUL RATE

PRICE PER TON \$ _____

Material Recovery Facility Name: _____

Facility Point of Contact: _____

Material Recovery Facility Address: _____

Telephone Number: _____

Authorized Signature: _____ **Title:** _____ **Date:** _____

FORM B
STATE OF NORTH CAROLINA
COUNTY OF _____

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

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 _____

