

RUTHERFORD



COUNTY

Memorandum To: Interested Parties

From: James Kilgo
Director of Solid Waste, Rutherford County

**Subject: Notice for Request for Proposals
Hauling of MSW for Rutherford County Solid Waste**

Date: December 2, 2014

Rutherford County is soliciting requests for proposals from interested companies and / or organizations to provide hauling of the Counties' solid waste. Rutherford County is simultaneously soliciting proposals for hauling and disposal. The proposal(s) that is accepted will go into effect on July 1, 2015.

The County is seeking experienced and professional companies or organizations to provide the service as specified. It is the intent of the County to obtain proposals for comparison by soliciting proposals from an adequate number of sources to permit reasonable competition consistent with the nature and requirements of the request.

All bidders must have attended and registered at the mandatory pre-bid meeting held on December 11, 2014 at 10:00 in the Commissioners Room of the Rutherford County Annex Building, 289 N. Main St. Rutherfordton, N.C. 28139.

The proposal must be received in the office of the Rutherford County Finance Director, located at 289 N. Main St., Rutherfordton, N.C. 28139 on or before 2:00 pm January 12, 2015. **(Electronic submissions will not be accepted.)** All submissions must be enclosed in a sealed envelope and marked geminately "Proposal for Solid Waste Hauling." Proposals received after this time and date shall not be considered. All proposals shall be valid for a period of sixty (60) days from receipt. The County reserves the right to reject any or all proposals, to waive irregularities and/or informalities in any proposal, and to make an award in any manner, consistent with law, deemed in the best interest of Rutherford County. All proposals become the property of the County and will not be returned.

The County is an equal opportunity employer. Small business and minority firms are encouraged to submit proposals.

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Memorandum To: Interested Bidders

From: James Kilgo
Director of Solid Waste, Rutherford County

**Subject: Request for Proposals
Solid Waste Hauling Services
Rutherford County**

Date: December 2, 2014

Rutherford County hereby request proposals from firms or organizations to transport the Municipal Solid Waste disposed of at the Rutherford County Transfer Facility on Laurel Hill Drive in Rutherfordton, N.C. to Twin Chimneys Landfill, 11075 Augusta Rd., Honea Path, S.C. 29654.

The tonnage for the last three years from Rutherford County is as follows (from County records):

Fiscal Year	Tonnage: Total MSW
2013-2014	37,840
2012-2013	38,236
2011-2012	40,618
Total	116,694

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Hauling Services for Rutherford County Solid Waste**

Date: December 2, 2014

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Director of Solid Waste, Rutherford County

**Subject: Request for Proposals
Solid Waste Hauling Services
Rutherford County**

Date: December 2, 2014

Rutherford County hereby request proposals from firms or organizations to provide for the hauling of all Municipal Solid Waste disposed of at the Rutherford County Transfer Facility on Laurel Hill Drive in Rutherfordton, N.C. to Twin Chimneys Landfill, 11075 Augusta Rd., Honea Path, S.C. 29654.

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The County Transfer Station is operated year round, excluding predetermined holidays as established by the County. The Rutherford County Transfer Station operates during the following hours: Monday through Friday 7:30 AM to 4:00 PM and Saturday 7:30 AM to 12:30 PM.

SCOPE OF SERVICES AND CONTRACT REQUIREMENTS

- A. The County desires to contract with a firm(s) or organization(s) that can provide solid waste hauling services. . The term of this agreement will be for a minimum of 5 (five) years (60 months) period beginning July 1, 2015 and concluding on or after June 30, 2020 with two (2) additional three (3) year options at the discretion of Rutherford County. This potentially could be an eleven (11) year contract. The terms of the contact will be reviewed on an annual basis and contract revisions will be implemented based on mutual consent of the Contractor and the County.
- B. Service for the contract will begin July 1, 2015.
- C. The contract may contain a provision providing for defaults in the service of the contract. Three months notice will be given to cure all defaults in the service of the contract or an option of termination will be used.
- D. The proposals will not include an annual adjustment for inflation based on an established (Consumer Price Index) or other such adjustment, except fuel.
- E. The proposals may include an adjustment for fuel based on an established Fuel Pricing Index. The adjustment will be incorporated into the invoice process to increase or decrease the fuel surcharge based on the index.
- F. The Contractor will provide 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 to assure that waste are never left on the tipping floor overnight preferably 5(five) total.
- G. The County will provide a vehicle to move spare trailers at the solid waste transfer station. Trailers shall be consistent with the vehicle provided by the county.
- H. Once the waste is loaded into the trailers, the Contractor assumes all ownership and liabilities associated with the waste, transport and discharge of the waste at the sanitary landfill.
- I. The Contractor will be allowed to operate outside of operating hours and will be issued a key to gain access to the Solid Waste Transfer Station. (To allow for early and late hours for truck drivers.

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- J. Contractor shall abide and adhere to the County's Solid Waste Ordinances and the County's Solid Waste Operation Plans. Failure to comply will result in substantial fines to be determined by the executed contract.
- K. The Contractor must comply with all rules and regulations established by local, state and federal laws. The Contractor shall be responsible for all permits required to provide this service.
- L. The Contractor will provide all solid waste hauling services. The Contractor must provide enough tractors and trailers to haul or load all solid waste by one hour before the end of each day. No solid waste will be left on the Transfer Station floor overnight.
- M. The County reserves the right to close the Solid Waste Transfer Station during extreme adverse weather conditions.
- N. The Contractor shall designate a contact person or persons and provide a telephone number where the contact person can be reached at all times, including holidays and weekends. The contact person must have the capability and authority to review the weekly progress, to provide extra tractors and trailers on busy waste days, and to report any type of complaint.
- O. The Contractor must be equipped and ready to initiate the solid waste hauling upon execution of the contract with the County.
- P. The Contractor shall not sublet or assign this contract in whole or part without the written authorization by the County.
- Q. A ten (10) day notice shall be given to the County prior to any change in the landfill used for disposal.
- R. Compliance with laws: The Contractor shall conduct operations under this contract in compliance with all applicable laws.
- S. The Contractor shall not discriminate against any person because of race, sex, age, color, religion, or national origin.
- T. 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,

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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.

- U. The Contractor shall obtain and maintain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all taxes fees and other documents required by the State of North Carolina or the County.
- V. The contractor shall at all times during the contract maintain in full force and effect Workers Compensation including Employers Liability, Commercial General Liability including products and completed operations, specific contractual coverage to this agreement, Commercial Automobile Liability all through insurance carriers licensed in the State of North Carolina, with an AM Best financial rating of A-10 or better.

Before commencement of work hereunder, the contractor agrees to furnish the County certificates of insurance on the current standard ACCORD Certificate of Insurance Form listing the County as an additional insured, and with the notification of cancellation provision to be amended to read "shall provide 30 days written notice should coverage be cancelled or having sustained a material change in coverage."

For purpose of the contract, the Contractor shall carry the following types of insurance at a minimum of the limits specified below:

- a. Workers Compensation – Coverage A - Statutory Limits/ Coverage B – Employer's Liability \$1,000,000/1,000,000 Aggregate
- b. Commercial General Liability – Bodily Injury \$1,000,000 each occurrence/ \$3,000,000/ Annual Aggregate /Property Damage \$1,000,000 each occurrence/\$3,000,000 Annual Aggregate
- c. Commercial Automobile Liability – Bodily Injury \$1,000,000 each person/\$3,000,000 each occurrence /Property Damage \$1,000,000 each occurrence
- d. Excess/Umbrella Liability – following form minimum coverage \$3,000,000 each occurrence

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

- X. The Contractor shall take title to and ownership of the Counties waste 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 to the approved disposal 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.



Further, the Contractor shall take title to and ownership of the County waste upon its delivery to and burial at the landfill and is solely responsible for its disposal 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 operations.

SELECTION PROCESS

A. Evaluation

- a. All bidders must have attended and registered at the mandatory pre-bid meeting held on December 11, 2014 at 10:00 in the Commissioners Room of the Rutherford County Annex Building, 289 N. Main St. Rutherfordton, N.C. 28139.
- b. Representatives from the County will have the central responsibility for reviewing and evaluating all proposals submitted in response to this document. The County in its sole discretion, utilize outside personnel and expertise to review the proposal(s) and make recommendations.
- c. A Proposal may or may not be eliminated from consideration for failure to comply completely with one or more of the requirements, depending on their critical nature. (See proposal notice regarding waiver of irregularities and informalities.)
- d. In evaluating proposals, the County will consider the qualifications and experience of the Subcontractors. In addition, the County will consider whether or not the proposals comply with the prescribed requirements and such data as may be requested in the Fee Form or prior to the Notice of Award.
- e. The County may conduct such investigations as the County deem necessary to establish the responsibility, qualifications and financial ability of the Contractor and proposed Subcontractors to perform the work in accordance with the contract documents.

B. Factors of Evaluation

The following criteria will be used to evaluate the proposals:

- a. Completeness of information requested
- b. References and reputation of Contractor
- c. Quality and capability of organization



- d. Project Approach
- e. Suitability of disposal facility (as applicable)
- f. Cost
- g. Contract terms and conditions

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

C. Interviews

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

D. Final Award

The County reserves the right to reject any or all proposals, including without limitation, nonconforming, non-responsive, unbalanced or conditional proposals. The County further reserves the right to reject the proposal of any Contractor whom it finds, after reasonable inquiry and evaluation, to lack the capabilities to adequately provide the services requested. The County may also reject the proposal of any Contractor if the County believes it would not be in the best interest of the Project to make an award to that Contractor. The County also reserves the right to waive all informalities including price or approach and to negotiate contract terms with the Contractor deemed to be most suitable for the work required.

If the contract is to be awarded, the County will award the contract to the Contractor with the greatest overall benefit to the county, price and other factors considered.

INSTRUCTIONS TO BIDDERS

- A. Please complete the enclosed forms (Appendix A and Appendix B) and submit sealed proposals (see B below) to Rutherford County Finance Director, located at 289 N. Main St., Rutherfordton, N.C. 28139 not later than 2:00 pm. January 12, 2015.
- B. All proposals shall be sealed. The envelope containing the proposal will be clearly marked and identified as: **“Proposal for Solid Waste Hauling.”**

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- C. All proposals shall contain explicit assurance that all conditions of service and contract requirements contained herein will be met.
- D. The Contractor will provide a rate(s) in price per ton to haul and dispose of all solid waste from the County's Solid Waste Transfer Station to the Contractor's sanitary landfill. Subsequently, any fuel surcharges shall be listed and the process for determining such charge provided. Please use the attached proposal form.
- E. Any exemptions to the conditions or specifications required by this proposal shall be explicitly listed.
- F. These are the minimum qualifications that a response must fulfill. However, exceptions to any conditions may be submitted as alternatives to the base proposal.
- G. The County reserves the right to reject any or all proposals and shall have the right to waive any deficient item in the proposal submission or to waive any irregularities or informalities.
- H. The proposal shall contain the following information in the order presented herein:
 - a. Letter of Introduction: The letter of introduction shall briefly describe the services that the company is proposing and any special exceptions or additions to the program as described. The letter should be signed by a representative capable of binding the company to a contractual obligation.
 - b. Description of Firm: This section should describe the company including (at a minimum) its location, number of offices corporately, length of time in business (both corporately and for the actual office which will complete the work), corporate structure, number of employees, and relationship to a parent company if subsidiary. If any subcontractors are to be used, the same information should be provided for all subcontractors. The description of the disposal facility should be included here and include (at a minimum) the name of facility, operator, permit number, date facility began operations, estimated date of closure, tons per day received, brief description of liner system and one way distance from the County.
 - c. Qualification of Firm: This section should provide descriptions on the firm's qualifications to complete the work as proposed. At a minimum, this section should include a description of why this firm is uniquely qualified to complete the work and descriptions of at least three (3) projects for which the firm is providing similar services. North Carolina references are preferred but not mandatory. The descriptions should provide information on the type of project, equipment and personnel required; location and contact; contract amount; and any unusual

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services provided to the customer that may be of interest to the County. In addition, at least four (4) references should be provided with project name, contact person, phone number, address and relationship to the firm. If any subcontractors are to be used, they must also provide information on their qualifications in similar detail.

- d. **Project Approach:** This section should provide a description of the services to be offered and the personnel and equipment requirements.
- e. **Contractor's Bid Proposal and Qualification Statement:** The Contractor should complete the form provided in Appendix 1. The form shall be completed by each subcontractor also.
- f. **Fee Estimate:** Fees shall be binding, except where noted, for a period of ninety (90) days.

For more information contact, please contact James Kilgo, Rutherford County Solid Waste Director through his email james.kilgo@rutherfordcountync.gov. No phone calls, please.

RFP: SOLID WASTE HAULING SERVICES

APPENDIX 1: BID PROPOSAL AND QUALIFICATION STATEMENT



Proposal for Hauling and Disposal Service

Name of Contractor: _____

Years in Business: _____

A. Fees

Hauling operations (including all personnel, equipment, disposal and any other related costs, fees or charges associated with this contract)

The Contractor shall complete the work in accordance with the required sections of the Request of Proposal for a fee of:

a. Municipal Solid Waste (MSW) Rutherford County

MSW Landfill Location:	
MSW Cost per ton:	\$
MSW Fuel Surcharge:	\$

B. Fuel Price Adjustments:

List the established indices to be used for price adjustments for fuel below (provide a detailed description of adjustments under G. Comments):

Fuel Price Index:	
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C. Subcontractors and Landfill Identification

(Contractor shall identify all Subcontractors and landfill facilities.)

List all Subcontractors, contact information and identify service(s) to be provided:

RFP: SOLID WASTE HAULING SERVICES

APPENDIX 1: BID PROPOSAL AND QUALIFICATION STATEMENT



Landfill (List name, location, operator, permit holder, and permit number):

D. List the following information for three (3) recent contracts of this nature that you have completed or currently hold (to be completed by Contractor and all Subcontractors):

Contract:

Name, Address & Telephone of Contact:

Contract:

Name, Address & Telephone of Contact:

Contract and Cost:

Name, Address & Telephone of Contact:

E. Have you ever failed to complete work awarded to you? If so, state where and why (to be completed by Contractor and for all Subcontractors):

RFP: SOLID WASTE HAULING SERVICES

APPENDIX 1: BID PROPOSAL AND QUALIFICATION STATEMENT



F. Have you ever performed similar work under the direction of a Local Government? If so, list three such entities, giving a name, address, telephone number and the name of the project (List most recent projects) (to be completed by Contractor and all Subcontractors):

Local Government:

Name, Address & Telephone of Contact:

Local Government:

Name, Address & Telephone of Contact:

Local Government:

Name, Address & Telephone of Contact:

Local Government:

Name, Address & Telephone of Contact:

Local Government:

Name, Address & Telephone of Contact:

G. Comments or Clarifications:

RFP: SOLID WASTE HAULING SERVICES

APPENDIX 1: BID PROPOSAL AND QUALIFICATION STATEMENT



- H. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the County or its representatives in verification of the recitals comprising this statement of Contractor’s qualifications.
- I. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name. It is absolutely necessary that this information be furnished.)

Legal Name of Contractor: _____

Type of Business (Corporation, Partnership, Individual): _____

State of Incorporation (if applicable): _____

Principal Address of Business: _____

Phone Number: _____

RFP: SOLID WASTE HAULING SERVICES

APPENDIX 1: BID PROPOSAL AND QUALIFICATION STATEMENT



Names of Corporate Officers, Partners or Individuals:

Authorized Signature: _____

Printed Name Above: _____

Title: _____

Date: _____

(Seal)

Attest (Signature): _____

Printed Name Above: _____

Title: _____

Date: _____