

**AVERY COUNTY SANITATION DEPARTMENT
NEWLAND, NORTH CAROLINA**

REQUEST FOR PROPOSALS

**HAULING AND DISPOSAL SERVICES FOR
SOLID WASTE**

Avery County Solid Waste Department is soliciting requests for proposals from interested companies to provide hauling and disposal of the County's solid waste.

Avery County is seeking an experienced and professional firm 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. Five (5) copies of the proposal must be submitted to Eric Foster, Director of Avery County Solid Waste, PO Box 640 Newland, NC 28657 on or before **3:00 PM, Thursday March 22nd, 2018.** (***FAXES will not be accepted.***) The envelope 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 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 Avery County. All proposals become the property of Avery County and will not be returned.

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

**EVERY COUNTY SOLID WASTE, NEWLAND, NORTH CAROLINA
REQUEST FOR PROPOSALS
HAULING AND DISPOSAL SERVICES FOR
SOLID WASTE**

I. INTRODUCTION

Avery County Solid Waste Department in Newland, North Carolina, hereby requests proposals from firms or organizations to provide for the hauling and disposal of all solid waste disposed of at the Avery County Solid Waste Transfer Station.

The County operates seven (7) staffed convenience centers. The Avery County Solid Waste Transfer Station averages 60 tons per day and approximately 13,000 tons per year.

II. GENERAL INFORMATION

- A. Avery County desires to contract with a firm or organization that can provide solid waste hauling and disposal services. The initial contract will be for a five (5) year period. The terms of the contract will be reviewed on an annual basis and contract revisions will be implemented based on mutual consent of the Contractor and Avery County.
- B. The contract will contain a provision providing for defaults in the service of the contract. Three months notice will be given to cure all defaults in the service of the contract or an option of termination will be used.
- C. Each proposal must list what annual rate adjustment is required. The request for the adjustment must be made ninety (90) days prior to the anniversary date of the contract or the right to receive the adjustment will be waived.
- D. The Avery County Board of Commissioners reserves the right to reject any or all proposals and shall have the right to waive any deficient item in the proposal submission.
- E. All proposals should describe and list any load requirements and sliding fee schedule or adjustments, if any, for loads less than the maximum amount.
- F. The contract award will be based on the most responsible proposal that is in the best interest of Avery County, as determined solely by Avery County.
- G. All proposals shall be sealed. The envelope containing the proposal will be clearly marked and identified as: **“Proposal for Solid Waste Hauling and Disposal.”** All proposals shall be received by 3:00 PM, Thursday, March

22nd, 2018.

- H. The Contractor selected shall meet all requirements of this proposal.
- I. The Avery County Solid Waste Transfer Station shall be operated year round, excluding predetermined holidays as established by Avery County. Avery County reserves the right to close the solid waste transfer station during extreme adverse weather conditions.
- J. The Avery County Solid Waste Transfer Station will operate during the following hours: Monday through Friday-8:00 AM to 4:30 PM and Saturday-9:00 AM to 1:00 PM. No solid waste may be left on the floor of the solid waste transfer station overnight.
- K. 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 to assure that waste is never left on the tipping floor overnight.
- L. Avery County will provide a vehicle to move spare trailers at the solid waste transfer station.
- M. Once the waste is loaded into the trailers, the Contractor assumes all liabilities associated with the waste, transport and discharge of the waste at the sanitary landfill.
- N. 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. (Allow for early and late hours for truck drivers.)
- O. Avery County has transferred the following amounts of solid waste for the past three fiscal years: FY 14/15- 12,142 tons, FY 15/16- 11,411 tons, FY 16/17- 13,149 tons (averaging 20 tons per load).
- P. Contractor shall abide and adhere to the Avery County Solid Waste Ordinance and the Avery County Solid Waste Operations Ordinance. Failure to comply will result in substantial fines to be determined by the executed contract.

III. SCOPE OF SERVICES AND CONTRACT REQUIREMENTS

- A. The Contractor must comply with all rules and regulations established by local, state and federal laws. The Contractor shall be responsible for all permits required to provide this service.
- B. The Contractor will provide all solid waste hauling and disposal services. The Contractor must provide enough tractors and trailers to haul or load all solid waste by 4:30 PM each day. No solid waste will be left on the transfer station floor overnight.

- C. The Contractor agrees to designate a contact person or persons and provide a telephone number where the contact person can be reached at all times, including holidays and weekends. The contact person will be called to review the weekly progress, to request extra tractors and trailers on busy waste days, and to report any type of complaint.
- D. The Contractor must be equipped and ready to initiate the solid waste hauling and disposal upon execution of the contract with Avery County.
- E. The Contractor shall not sublet or assign this contract in whole or part without the written authorization of Avery County.
- F. Protection to Avery 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 of a willful or negligent act or omission of the Contractor, its officers, agents, and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the 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 Avery 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 four items above. All insurance shall be by the insurers and for the policy limits acceptable to Avery County. Before commencement of work hereunder, the Contractor agrees to furnish Avery County certificates of insurance or other evidence satisfactory to Avery 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 (30) days prior written notice will be given to Avery County.”

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

Coverage Limits of Liability

Worker’s Compensation Statutory

Employer’s Liability \$100,000

Bodily Injury Liability \$2,000,000 each occurrence
(except automotive) \$2,000,000 aggregate

Property Damage Liability \$12,000,000 each occurrence
(except automotive) \$2,000,000 aggregate

Automotive Bodily Injury \$2,000,000 each person
Liability \$2,000,000 each occurrence

Automotive Property Damage
Liability \$2,000,000 each occurrence

Excess Property and
Accident Liability \$2,000,000 each occurrence

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

6. The Contractor shall take title to and ownership of the County’s 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’s 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.

G. Agreement

1. Term of Contract

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

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

2. Change in Cost of Doing Business

The Consumer Price Index adjustment must be submitted, in writing, 90 days prior to the beginning of the contract year.

IV. PROPOSALS (MINIMUM INCLUSIONS)

- A. All proposals shall contain explicit assurance that all conditions of service and contract requirements contained herein will be met.
- B. The Contractor will provide a rate (price per ton) to haul and dispose of all solid waste from the Avery County 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. See Appendix 2.
- C. All proposals shall contain a complete description of how the Contractor will provide the solid waste hauling and disposal services, to include equipment and personnel to be used, and a complete schedule for providing all necessary services.
- D. The Contractor must provide the name and location of the potential sanitary landfills to be used for the disposal of all Avery County solid waste. A ten (10) day notice shall be given to Avery County prior to any change in the landfill used for disposal.
- E. The Contractor must show by past performance that their company is capable of performing a contract of this magnitude. A reference listing of other counties, cities, towns, or communities, including contact persons (indicate title and telephone numbers), where the Contractor's organization now provides similar services must be include in the proposal.
- F. Any exemptions to the conditions or specifications required by this proposal shall be listed.
- G. These are the minimum qualifications that a response must fulfill. However, exceptions to any conditions may be submitted as alternatives to the base proposal.

- H. The proposal shall contain the following information in the order presented herein:
1. Letter of Introduction: The letter of introduction shall briefly describe the services that the company is proposing and any special exceptions or additions to the program as described. The letter should be signed by a representative capable of binding the company to a contractual obligation.
 2. Description of Firm: This section should describe the company including (at a minimum) its location, number of offices corporately, length of time in business (both corporately and for the actual office which will complete the work), corporate structure, number of employees, and relationship to a parent company if subsidiary. If any subcontractors are to be used, the same information should be provided for all subcontractors. The description of the 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 Avery County.
 3. Qualification of Firm: This section should provide descriptions on the firm's qualifications to complete the work as proposed. At a minimum, this section should include a description of why this firm is uniquely qualified to complete the work and descriptions of at least three (3) projects for which the firm is providing similar services. North Carolina references are preferred but not mandatory. The descriptions should provide information on the type of project, equipment and personnel required; location and contact; contract amount; and any unusual services provided to the customer that may be of interest to the 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.
 4. Project Approach: This section should provide a description of the services to be offered and the personnel and equipment requirements.
 5. Contractor's Qualification Statement: The Contractor should complete the form provided in Appendix 1. The form shall be completed by each subcontractor also.
 6. Fee Estimate: Complete the form provided in Appendix 2. Fees shall be binding, except where noted, for a period of sixty (60) days.

For more information contact:

Eric Foster
Director of Avery County Solid Waste
PO Box 640

Newland, NC 28657
Office – 828-737-5420
Fax – 828-733-8209

V. SELECTION PROCESS

A. Evaluation

1. Representatives from the County will have the central responsibility for reviewing and evaluating all proposals submitted in response to this document.
2. A proposal may or may not be eliminated from consideration for failure to comply completely with one or more of the requirements, depending on their critical nature.
3. In evaluating proposals, the 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.
4. The County may conduct such investigations as the County deems necessary to establish the responsibility, qualifications and financial ability of the Contractor and proposed Subcontractors to perform the work in accordance with the contract documents.

B. Factors of Evaluation

The following criteria will be used to evaluate the proposals:

Completeness of information requested
References and reputation of Contractor
Quality and capability of organization
Project Approach
Suitability of disposal facility (as applicable)
Cost
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 whose proposal is in the best interests of the Project and has been determined to have the greatest overall benefit to the County, price and other factors considered.

VI. INSTRUCTIONS TO BIDDERS

Please complete the enclosed form and return to the office of the Solid Waste Director, mailing address of PO Box 640 Newland, North Carolina 28657 not later than 3:00 PM, Thursday, March 22nd, 2018.

Award will be made on the basis of the most responsible bidder who, in the opinion of the Avery 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.

Proposals must be sealed, with the envelope clearly marked:

“Proposal for Solid Waste Hauling and Disposal”

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

All proposals must be submitted on the forms provided by the Avery County Solid Waste Department. Avery County reserves the right to reject any or all bids and proposals in their entirety or portions thereof where the bids are severable and shall have the right to waive any deficient items in the proposal submission.

APPENDIX 1

**CONTRACTOR'S QUALIFICATION STATEMENT
(TO BE COMPLETED BY CONTRACTOR AND ALL SUBCONTRACTORS)**

1. Name of Contractor: _____

2. Years in business: _____

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

a. _____

b. _____

c. _____

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

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

6. Have you ever performed similar work under the direction of a Local Government? If

so, list three such entities, giving a name, address, telephone number and the name of the project. (List most recent projects.)

a. _____

b. _____

c. _____

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

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

Correct Name of CONTRACTOR

(a) The Business is a _____

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

(c) Phone Number _____

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

13. Dated at _____ this _____ day of _____, 2018

By: _____

Attest: _____

(Seal)

APPENDIX 2
PROPOSAL BID FORM
AVERY COUNTY

PROPOSAL PROVIDED FOR:

- Hauling and Disposal

DESCRIPTION OF SERVICES AND IDENTIFICATION OF SUBCONTRACTORS

The Contractor shall complete the work in accordance with the required sections and for the fees identified below. (Contractor shall identify all Subcontractors and landfill facilities.)

A. Subcontractors and Landfill Identification

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

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

B. Fees

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

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

Landfill location: _____

Cost per ton: \$ _____ /ton
Fuel Surcharge \$ _____ /load

C. Comments or Clarifications:

SUBMITTED ON _____, 2018

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

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

State of incorporation (if applicable): _____

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

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

(Title)

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

Business Address:

Phone No.: _____

Fax No. _____