

Alleghany County, North Carolina
Solid Waste Transportation Services
Request for Proposals

I. General Description and Background

Alleghany County is currently seeking proposals for the transport of waste generated within the County to a disposal site. The service area includes the Town of Sparta. Accurate records of tonnage received are currently kept at the existing transfer station operated by Alleghany County. Provision must be made for the transport of all non-hazardous waste generated within this service area.

For preparation of this proposal, the County's current total waste stream is 15,500 tons per year or 55 tons per day on a 5 ½ day basis. This figure reflects the County's current total waste stream and should not be considered a projection of the County's future waste streams, which may be higher or lower than the current total.

The County is seeking responsible parties for transport of the waste noted above to a facility that meets, at a minimum, EPA Subtitle D criteria and is available not later than July 1, 2021.

The specifics of the scope of work and alternatives are outlined in Section VI of this proposal. As there are currently many other alternatives available to the County, both short term (2 and 5 years) and long term (10 and 20 years) contractual proposals are requested herein; however, it is not mandatory to provide both short term and long term proposals.

II. Qualifications

The Contractor must be fully qualified to perform the above described services. If subcontractors are employed, they must be identified. Evidence must be submitted that they also meet minimum qualifications. A minimum of two acceptable years (2 years) of experience in providing transport services must be demonstrated. The Contractor must have the management, technical and financial qualifications to perform the services outlined in Section VI. The contractor must demonstrate access to sufficient waste transport equipment to meet the schedule and needs as described in Section I.

III. Examination of Site and Documents and Contractor's Determination of Conditions

The Contractor is encouraged to familiarize himself with the Alleghany County region and all waste records. Contractors shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quality of labor, equipment, and materials required for the work. The Contractor shall make its own determinations as to relevant conditions and shall assume all risk and responsibility and shall complete the work in and under the conditions it may encounter or create, without extra cost to the County. The Contractor agrees that if it should execute the Contract with the County, the Contractor shall make no claim against the County because of estimates or statements made by any officer or agent of the County which may prove to be, in any respect, erroneous. The failure or omission by any Contractor to receive or examine any form,

instrument, addendum, or other document shall in no way relieve that Contractor of any obligations with respect to this Request for Proposal or the Contract.

IV. Information Not Guaranteed

Information given in this Request for Proposals relating to existing conditions is from the best information available. All such information on existing conditions is furnished only for the information and convenience of the Contractor. The accuracy of the data is not guaranteed.

V. Definitions

For the purpose of this proposal the following definitions apply:

Contract: This Request for Proposal, including all special provisions, Bid Bond, Payment Bond, Performance Bond, insurance certificate and any addenda or amendments to the foregoing documents agreed to by the County and the Contractor in writing.

Contractor: The private waste management firm and its subcontractor proposing to transport the County's waste.

Commercial Waste: All solid waste generated by establishments engaged in business operations other than manufacturing. This category includes, but is not limited to, solid waste resulting from the operation of stores, markets, office buildings, restaurants and shopping centers.

Construction Waste: Solid waste which is produced or generated during construction of structures. Construction wastes consist of lumber, wire, sheetrock, broken brick, shingles, glass, pipes, concrete, and metal and plastics if the metal or plastics are a part of the materials of construction or empty containers for such materials. Paints, coatings, solvents, asbestos, any liquid, compressed gases or semi-liquids and garbage are not construction wastes.

County: The County of Alleghany, North Carolina.

Debris Waste: Wood, brush, and leaves from land clearing operations.

Demolition Waste: Solid waste which is produced by the destruction of structures and their foundations and includes the same materials as construction wastes.

Hazardous Waste: As described by the North Carolina Hazardous Waste Regulation or the EPA.

Industrial Waste: Any solid waste generated by a manufacturing or industrial process that is not classified as hazardous or special by the regulations of the state of disposal.

Municipal Solid Waste: Waste which is normally composed of residential, commercial, and institutional solid waste.

Service Area: Alleghany County, including all incorporated Towns, businesses and industries therein (unless excepted by the Contractor in the Bid.)

Sludge: Any solid, semi-solid or liquid waste generated from a municipal, commercial or industrial wastewater treatment plant, water supply treatment plant, or air pollution control facility.

Special Wastes: Solid wastes that are difficult to handle, require special precautions, or created waste management problems in normal operation. Examples include asbestos, hospital wastes and sludge.

VI. Scope of Work

A. Basic Services

The basic services of this request for proposals are as follows:

1. Provide transportation of all non-hazardous waste collected from the County to a facility permitted for solid waste disposal by the State of location meeting a minimum EPA Subtitle D criteria. For purposes of the proposal it is assumed that 55 tpd (5 ½ day basis) shall be generated in the categories originally identified.
2. Provide a minimum of three (3) walking floor trailers with a maximum size of 48' length and 102" width and 2 trucks solely dedicated for use on this project and have at least one trailer and yard tractor on site at all times.
3. For the proposal, provide separate fees under this category for disposal for 2, 5, 10 and 20 year contracts on a per ton basis.
4. The Contractor in preparation of their bid should assume that the transfer station is located at 431 Osborne Road, Sparta, North Carolina 28675.
5. A minimum of two acceptable years of experience in providing transportation services must be demonstrated.
6. The Contractor's employees shall maintain a valid CDL license to operate transport equipment from the respective state Division of Motor Vehicles.
7. It shall be the contractor's responsibility to determine appropriate haul routes to the potential disposal facilities and to comply with all Federal, State and local laws in performing the work.
8. The Contractor shall schedule waste deliveries with the disposal facility and shall cooperate in testing and inspections prior to disposal.
9. Payments shall be based on weight of solid waste transported as measured at the disposal site scales.

VII. Rejection and Award of Proposals

The County reserves the right to reject any or all proposals, to waive informalities, and to reissue any Request for Proposals. The County also reserves the right to award the contract as it deems will best serve its interest. The County reserves the right to waive any informality or irregularity in any proposal received and to reject any and all proposals, to accept a bid which, in the opinion of County and consistent with law, is in its best interest, and to negotiate with the low bidder should the proposed costs exceed available funds.

VIII. Submittal Content

A. Instructions to Contractor

1. The contractor must submit on the basic services. Incomplete proposals may be rejected. The Contractor in preparing this proposal should assume that 55 tpd (5 ½ day average) are generated within the County.
2. Additional alternatives may exist. The Contractor may provide information on other potential alternatives only after satisfying Condition 1 above. This information should be general in nature with enough detail to allow the County to consider the alternative but not specific enough to require confidentiality. Fees are not required. The County then reserves the right to seek proposals from the other participants on the suggested alternative to obtain sufficient information for comparative purposes.
3. The Contractor must meet the requirements of all Sections of this proposal. Failure to meet all requirements shall result in disqualification of the proposal.
4. Any proposal resulting from this solicitation shall be valid for 180 days. No proposal may be withdrawn during this period. At the end of the 180 days, the proposal may be withdrawn at the written request of the Contractor. Likewise, the proposal may be extended beyond this time by a mutual agreement between the County and the Contractor.
5. Should subcontractors be utilized by the Contractor, all subcontractors shall be listed. Subcontractors are defined as independent services provided for transport of solid waste.
6. For the purposes of this proposal, ownership of the waste is defined as follows: *Waste belongs to the disposal site contractor once it is accepted at the landfill. Note that household hazardous waste and small quantity generators are included as part of the MSW waste stream and are not considered separate or to require special handling.*
7. The County reserves the right to contact the permitting agency or any references so provided to obtain first-hand knowledge of the Contractor's performance, etc.
8. Any flow control or "put or pay" mechanisms standardly required by the contractor shall be described in full in the proposal and how the lack of mechanisms may affect negotiations or cost.
9. The County is currently obtaining bids for waste disposal and this contract will only cover transportation to one disposal site. The County reserves the right to use alternate disposal sites for the bid prices quoted herein.

B. Submittal Requirements

To be considered responsive, the proposals shall address the following areas:

1. Describe in detail the services the Contractor will provide under the basic services and each alternative. Include staffing, equipment, operating schedules and any other information necessary to fully

explain the level of service proposed. Include the schedule and availability of the disposal site.

2. Present the non-binding proposed fee schedule including all multipliers, factors or adjustments proposed for all potential disposal sites listed in Section XIII. Provide a projection of total fees for the next five years based on current factors, multipliers and adjustments and the waste stream projections presented. All fees shall be presented on a per ton processed basis.

3. Fee shall indicate all variations for 2 and 5 year short term contracts versus 10 and 20 year long term contracts. Any state taxes or local user fees should be itemized separately.

4. Present a Statement of Qualifications for this project. Address the financial capability to provide the service requested. Contractor and subcontractors shall have a minimum of 2 years experience on similar jobs. Describe any environmental impairment insurance available and performance bond capability.

5. Present a Statement of Experience with similar operations, facilities and contracts. Provide at least three examples of similar projects. For each project listed, provide the project name, location, contact and contact's telephone number.

6. Provide a current inventory of equipment including model, year and equipment additions needed for this project.

7. Provide listing of average annual solid waste currently under contract to transport.

8. Provide listing of employees and subcontractors to be used on the project.

9. Provide a time schedule to bring the transportation services into operation. Provide documentation showing permit status for business operation in Virginia, Tennessee, West Virginia and North Carolina. Specifically describe how the required permits will be obtained if not in existence.

10. Complete explanation of all past bankruptcies and criminal convictions (if any) of the proposer, its officers, partners and owners, affiliated companies and or subsidiaries and key personnel in the Southeast region.

11. Complete explanation of all currently outstanding civil suits and governmental investigations, claims, suits, administrative or court orders with regard to transportation of solid waste by the Contractor in the Southeast region.

12. Proposals must be submitted no later than 4:00 P.M. on December 4th, 2020 to the address below

Alleghany County Manager's Office
Attn: Michael Carter
348 S Main Street
Sparta, North Carolina 28675

13. An original and 3 copies of the proposal document are required. The County will not assume responsibility for reproduction where an insufficient number of copies have been supplied and failure to comply with this or any other requirement of this Request for Proposal may result in rejection of the proposal. Telegraphic or facsimile submission of proposals is not acceptable, and any such proposals

shall not be considered.

14. Proposals having any erasures or corrections must be initialed by the offerer in ink. Proposals must be signed in ink.

15. Proposals received after the set time for receipt shall not be considered and shall be returned unopened to the proposer.

IX. Special Provisions

The following provisions will be ultimately incorporated in the contract documents or revised as mutually agreeable to all parties during final negotiations.

A. Performance Bond/Payment Bond

A performance bond or similar legal instrument in an amount equal to one year’s transportation cost of the highest proposal received shall be required with the County as obligee guaranteeing both the faithful performance of the Contract and the due payment of all lawful claims for all labor and materials in the work. If an instrument is utilized other than a performance bond, it must be identified with the proposal. The surety shall be a surety company or companies approved by the North Carolina Secretary of State’s Office to conduct business in North Carolina. Forfeiture of the bond shall be immediate upon failure to execute any portion of the contract.

Attorneys-in-fact who sign performance or payment bonds must file with each bond a certified and effective dated copy of their Power of Attorney.

B. Insurance

1. Insurance in the following types and amounts will be required.

- a) Workers Compensation
 - Coverage A: Statutory
 - Coverage B: \$100,000

- b) Commercial General Liability (including Blanket Contractual Liability Coverage):
 - Per Occurrence: \$1,000,000
 - Personal/Advertising Injury: \$1,000,000
 - General Aggregate: \$2,000,000
 - Products/Completed Operations \$2,000,000 aggregate
 - Fire Damage Legal Liability \$100,000

- c) Automobile Liability:
 - Combined Single Limit: \$1,000,000

d) Pollution: \$1,000,000

2. The following provisions shall be agreed to by the Contractor:

a) Liability Insurance “Claims Made” basis: If the liability insurance purchased by the Contractor has been issued on a “claims made” basis, the Contractor must comply with the following additional conditions. The limits and the extensions to be included as described previously in these provisions, remain the same.

b) The Contractor must either:

i. Agree to provide certificates of insurance evidencing the above coverage for a period of two (2) years final payment for the Contract for General Liability policies. This certificate shall evidence a “retroactive date” no later than the beginning of the Contractor’s work under this Contract: or

ii. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

C. Payment of Subcontractors

The Contractor will be required to agree that:

1. Should any Subcontractor be employed by the contractor for the provision of any goods or services under this contract, the Contractor agrees to the following:

a) The Contractor shall, within seven (7) days after receipt of any payments from the County pursuant to this contract, either:

i. Pay the Subcontractor for the proportionate share of the total payment received from the County attributable to the goods or services provided by the subcontractor; or

ii. Notify the county and the Subcontractor, in writing, of the intention to withhold all or a portion of the subcontractor’s payment with the reason for nonpayment. Written notice shall be given to the County Administrator.

b) The Contractor shall pay interest to the Subcontractor, at the rate of one percent per month on all amounts owed to the Subcontractor that remain unpaid after seven (7) days following receipt of payment from the County for goods or services provided under this Contract, except amounts withheld under paragraph (a)(2) above.

c) The Contract shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower tier subcontractor.

d) The Contractor's obligation to pay an interest charge to the subcontractor shall not be an obligation of the County.

e) No contract modification shall be allowed for the purpose of providing reimbursement for these interest charges. No cost reimbursement claim shall include any amount for reimbursement of these interest charges.

D. Term and Extensions

It is the intention of the County to review this contract for either a short-term contract with built in renewal or for a flat 10 or 20 year period. The initial term shall start from the notice to proceed. The final terms and conditions for extension and termination will be established during contract negotiations. Operations must begin on or before July 1, 2021.

E. Indemnification

The Contractor, for himself, his heirs, representatives, successors and assigns, in consideration of the award to the Contractor by the County covenants with the County as follows:

1. The Contractor covenants to save, defend, keep harmless and indemnify the County, and all its agents and employees (collectively, the "County") from and against any and all claims, loss, damage, injury, cost (including court costs and attorney's fees), charge, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor's performance (or nonperformance) of the agreement terms or its obligations under the agreement.
2. The terms of this hold harmless agreement shall continue in full force and effect until such time as the County determines that the covenants described in paragraph I immediately above, shall no longer be necessary.
3. In executing this agreement, the Contractor represents and warrants that the Contractor has completely read, fully understood, and voluntarily accepted its terms and has executed it expressly to make the covenants in favor of the County described in paragraph I immediately above. In executing this agreement, the Contractor expressly reserves any and all rights that the contractor may have against any person, firm or corporation other than the County, its successors, representatives and assigns.

F. Legal proceedings and Applicable Law

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Alleghany County District Court or the Alleghany County Superior Court. The Contractor shall comply with applicable Federal, State and local laws and regulations.

G. Contract Form and Termination

The Contractor chosen will be required to execute a contract, the terms of which will be negotiated based on the Request for Proposals and the Contractor's response. The County reserves the right to terminate the contract upon 90 days written notice to the contractor. In the event of

termination pursuant to this paragraph, the contractor shall be paid for all services provided through the date of termination. The contract will automatically terminate upon failure of the County to appropriate funds for its continuation.

H. Default

In case of failure to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, should the Contractor fail to remedy the default within 48 hours, may procure them from other sources and hold the Contractor responsible for any additional costs. This remedy shall be in addition to any other remedies which the county may have.

I. Taxes

All tax liabilities of any kind whatsoever arising under the terms of the contract are the responsibility of the contractor.

J. Audit

The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the County, whichever is sooner. The County, its authorized agents, and/or County auditors shall have full access to and the right to examine said materials during said period.

K. Reporting

The Contractor will, at a minimum, be required to submit monthly reports on tonnage of waste transported from the Central Transfer Facility by locality and category. Annually, the Contractor will prepare a report summarizing the data from the monthly reports. The annual report will describe any suggested operational changes planned for the coming fiscal year. The annual report will be due by December 1 of each year. In addition, any revised budgetary changes affecting tipping fees must be submitted no later than March 1 of each year.

L. Subcontracting of Work

The Contractor shall not subcontract portions of the Work defined in the Contract without the express written consent of the County. A description of any work the Contractor proposes to subcontract shall be submitted to the County for review and approval along with the name and address of the individual, firm, or corporation that is the proposed subcontractor and a schedule of its costs, fees, rates, and charges. This submittal shall also include a list of the key personnel that the subcontractor will assign to the project. All work performed by any subcontractors shall be coordinated by the Contractor and the contractor will be responsible to the County for all work performed by any subcontractor or special consultant.

M. Independent Contractor

The Contractor is an independent contractor and nothing contained in the Contract shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the

County. If the successful Contractor is a corporation, the corporation must be registered to do business in the State of North Carolina.

N. Contractual Claims

Written notice of the Contractor's intention to file any claim for money or other relief shall be given within ten (10) days after the occurrence of the event giving rise to the claim, or before proceeding with the work upon which the claim is based, if additional work is required. The written notice shall include an estimate of additional cost, number of days of delay, or other description of the nature of the claim. In the event of claims relating to an emergency endangering life or property, written notice shall be given within ten (10) days of the occurrence or no later than five (5) days after commencement of the work, if additional work is required. Contractual claims, whether for money or other relief, shall be submitted, in writing, to the county no later than sixty (60) days after final payment. The County shall issue a decision regarding such claim, in writing, no later than sixty (60) days after submission of the claim.

X. Criteria for Evaluation

The proposals will be evaluated according to the following criteria. Proposers are welcome to submit supporting information which describes their ability to meet the criteria and exceed the performance of other contractors.

- A. Prior experience in waste transportation. This will include the ability to safely and efficiently haul waste.
- B. Ability to have the proposed waste transportation services in place in time to meet the county's needs.
- C. Proposed fee schedule, including factors, multipliers and adjustments.
- D. Specifics of the proposals regarding the Contractor's financial stability.
- E. Ability to provide a performance bond and the most comprehensive level of insurance coverage to the County.
- F. Overall benefit to the Service Area.

XI. Certification

The proposer will set forth the following in each proposal.

A. Non-Collusion

The Contractor certifies that this proposal is made without collusion or fraud and that the contractor has not offered or received any kickbacks or inducements from any other offerer, manufacturer or subcontractor with its proposal and that it has not conferred on any public employee

having any official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money or anything of more than nominal value or promised, unless consideration of equal or greater value was exchanged.

B. Civil Rights Act

The Contractor certifies to the county that the proposer will conform to the provisions of the Federal Civil Rights Act of 1964, as amended.

During performance of this agreement, the Contractor agrees as follows: The Contractor will not discriminate against any employee because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or/on behalf of the Contractor, will state that the Contractor is an equal employment employer. Notices, advertisements and solicitations, placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.

C. Drug-Free Workplace

All actions shall comply with the NC Office of State Human Resources and the State Human Resources Manual that identifies the proper definitions, actions and safety measures under the section entitled "Drug and Alcohol Free Workplace."

XII. Method of Award

Selection shall be made of Contractors deemed to be fully qualified and best suited among those submitting proposals on the basis of the factors involved in the Request for Proposals including price. Interviews will then be conducted with those Contractors so selected. The County reserves the right to reject any or all proposals, to waive informalities, to accept a bid which, in the opinion of the County and consistent with law, is in its best interest, to negotiate with the low bidder if funds are unavailable or, if necessary, reissue any Request for Proposals in association with this service.