

REQUEST FOR PROPOSALS

**SOLID WASTE MANAGEMENT SERVICES
TO INCLUDE LANDFILL OPERATION AND MAINTENANCE, TRANSFER STATION
OPERATION, RECYCLING, AND HHW COLLECTION**

RFP#14-0190



COUNTY COMMISSIONERS

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CHRIS COUDRIET, COUNTY MANAGER

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NEW HANOVER COUNTY

REQUEST FOR SOLID WASTE SERVICES

Pursuant to Section 143-129.2 of the General Statutes of North Carolina, sealed proposals for Solid Waste Management Services to include Landfill Maintenance, Recycling and Household Hazardous Waste Collection, and Transfer Station Operation shall be addressed to Lena Butler, Purchasing Supervisor, 230 Government Center Dr. Suite 165, Wilmington, North Carolina 28403 and marked “**SOLID WASTE SERVICES**” will be accepted until **12:00 P.M. EST, Tuesday, December 31, 2013.**

No bid shall be considered or accepted by New Hanover County unless at the time of its filing the same shall be accompanied by a deposit of cash or certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five percent (5%) of the proposal amount for the first full contract year assuming 200,000 tons of MSW per year. In lieu of making the cash deposit, bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful bidder fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required herein.

Proposals submitted under this section are not subject to public inspection until a contract is awarded; therefore, there will be no public bid opening. Proposals will be evaluated and bidders may be requested to provide a presentation of their proposed services.

Interested bidders must attend a **Mandatory Pre-Proposal Conference at 10:00 A.M. EST on Wednesday, December 4, 2013.** The conference will be held in the Environmental Management Administration Building located at 3002 U.S. Highway 421 North, Wilmington, NC 28401. The purpose of this Conference is to allow all potential Bidders the opportunity to present questions and receive clarifications related to this Request for Proposals. Attendees will be offered an opportunity to tour related facilities at the conclusion of the conference.

All potential bidders are strongly encouraged to read the entire Request for Proposals (RFP) in advance of the Conference. Any changes to the original RFP will be issued in a written Addendum to the solicitation.

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County’s website at <http://www.nhcgov.com/Finance/Pages/CurrentBids.aspx>.

The Board of County Commissioners reserves the right to accept or reject any or all proposals and to make the award which will be in the best interest of the County.

Lena L. Butler, Purchasing Agent
New Hanover County
(910) 798-7190

Published: November 19, 2013

Section 2 Instructions and General Conditions

2.1 Schedule

Advertisement	<i>Tuesday, November 19, 2013</i>
Pre-Proposal Conference	<i>Wednesday, December 4, 2013 at 10:00 a.m.</i>
Deadline for Questions	<i>Friday, December 13, 2013 at 3:00 p.m.</i>
Deadline for Receipt of Proposals	<i>Tuesday, December 31, 2013 at 12:00 PM</i> NHC Finance Department 230 Government Center Drive, Suite 165 Wilmington, NC 28403
County Team Evaluations	<i>Thursday, January 2, 2014 through Friday, January 10, 2014</i>
Short-Listed Proposals Interviews	<i>Tuesday, January 14, 2014 and Wednesday, January 15, 2014</i>
County Evaluation Team Recommendation Announced	<i>Tuesday, January 21, 2014</i>
BOCC Authorization to Begin Contract Negotiation	<i>Monday, February 3, 2014</i>

2.2 Bidder Instructions

2.2.1 Proposals should be submitted as a document set, containing **one clearly marked “ORIGINAL”, six (6) additional copies marked “COPY”, and one complete electronic version on CD or USB Flash Drive.** Submit proposals in a **sealed** envelope clearly marked **“SOLID WASTE SERVICES”** and address to the County at the following address:

New Hanover County Finance Department
ATTN: **Lena Butler, Purchasing Supervisor**
230 Government Center Drive, Suite 165
Wilmington, NC 28403

2.2.2 No telephone, electronic or facsimile proposals will be considered. Bidders assume the risk of the method of delivery chosen. The County assumes no responsibility for delays caused by the US Postal Service or other delivery services. Postmarking by the due date will not substitute for receipt of actual proposal. Proposals received after the time and date for closing will not be accepted.

- 2.2.3** In recognition of the complex and innovative nature for the design, construction, operation, management, and maintenance of highly complex solid waste management facilities, Section 143-129.2 creates an exemption from the competitive bidding laws for these facilities but it also establishes that a Request for Proposals must be used. North Carolina General Statutes allows proposals submitted under this section not to be subject to public inspection until a contract is awarded; therefore, there will be no public bid opening.
- 2.2.4** Interested bidders must attend a **Mandatory Pre-Proposal Conference at 10:00 A.M. EST on Wednesday, December 4, 2013.** The conference will be held in the Environmental Management Administration Building located at 3002 U.S. Highway 421 North, Wilmington, NC 28401. Attendees will be offered an opportunity to tour the related facilities at the conclusion of the conference.
- 2.2.5** After the bid issue date, all communications between the County and prospective Bidders regarding this request for proposals shall be in writing. Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to **Lena Butler, Purchasing Supervisor** by emailing lbutler@nhcgov.com or faxing (910) 798-7806. All questions concerning this proposal shall reference the section number and page. Questions and responses affecting the specifications of the bid will be provided by issuance of an Addendum to all known bidders. **All questions shall be received no later than 3:00 P.M., EST on Friday, December 13, 2013.**
- 2.2.6** Should a Bidder find discrepancies in, or omissions from the documents, or should he/she be in doubt as to their meaning, he/she should at once notify the County, and a written Addendum shall be issued if necessary. The County will not be responsible for any oral instructions. Acknowledgment of any Addendum received shall be noted on the proposal in the attachment provided. In closing of a contract, any addendum issued shall become a part thereof.
- 2.2.7** No bid shall be considered or accepted by New Hanover County unless at the time of its filing the same shall be accompanied by a deposit of cash or certified check on some bank or trust company insured by the Federal Deposit Insurance Corporation in an amount equal to not less than five percent (5%) of the proposal amount for the first full contract year assuming 200,000 tons of MSW per year. In lieu of making the cash deposit, bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond. This deposit shall be retained if the successful bidder fails to execute the contract within ten (10) days after the award or fails to give satisfactory surety as required herein.
- 2.2.7** The deadline for receipt of all proposals is **Tuesday, December 31, 2013 at 12:00 P.M., EST.** Any bids received after the scheduled closing time for the receipt of bids will not be accepted.
- 2.2.8** New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

- 2.2.9** The County reserves the right to conduct discussions with bidders, and to accept revisions of proposals, and to negotiate price changes. During this period of discussion, the County will not disclose any information derived from proposals submitted, or from discussions with other bidders.
- 2.2.10** Once an award has been made, all proposals become public record and will be disclosed upon request. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the vendor while attempting to maximize the availability of information to the public.
- 2.2.11** Bidders may withdraw, or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. **NO** bid may be withdrawn after the scheduled closing time for receipt of bids for a period of **ninety (90) days**.
- 2.2.12** Bidders submitting proposals which are deemed to be the most advantageous to the County will be requested to give an oral presentation to the evaluation committee. The County Manager's Office will schedule these oral presentations.
- 2.2.13** The award will be made to the responsible bidder whose proposal is determined to be the most advantageous to the County based on the evaluation factors set forth in this Request for Proposal. Although price will be considered, it will not be the sole determining factor.
- 2.2.14** Any contract issued as a result of this request for proposals shall be governed in accordance to the laws of the State of North Carolina.
- 2.2.15** As a result of the selection of a bidder to supply products and/or services to the County, the County is neither endorsing nor suggesting that the bidder's products or services are the best or only solutions. The bidder agrees to make no reference to the County in any literature, promotional material, brochures, sales presentations or the like without the express written consent of the County.
- 2.2.16** Proposals must be signed by an authorized individual of the firm. Proposals that are not signed will be rejected.
- 2.2.17** The County reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof.
- 2.2.18** Bidders must participate in this procurement process and negotiations, and prepare the required materials and submittals and any subsequent materials and submittals, at their own expense, and with the express understanding that there may be no claims whatsoever for reimbursement from the County or any other member of the County's negotiating team for any costs associated with this process. Furthermore, the selected Bidder must reimburse any reasonable costs for outside legal counsel utilized by the County for contract preparation, negotiation and execution.

- 2.2.19** Any person, firm, corporation, or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in the specifications and/or scope of work.
- 2.2.20** All proposals and accompanying documentation will become the property of the New Hanover County at the time the proposals are received.
- 2.2.21** The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.
- 2.2.22** Each proposal shall include a statement indicating whether the Bidder or any individual's working on the RFP have a possible conflict of interest and, if so, the nature of that potential conflict. Proposers should err on the side of disclosing potential conflicts, or situations which might have the appearance of conflict. The New Hanover Board of County Commissioners reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Bidder. The New Hanover Board of County Commissioners' determination regarding any questions of conflict of interest shall be final.
- 2.2.23** Pursuant to N.C.G.S 147-33.95(g), New Hanover County shall not enter into a contract unless the Bidder and each of its sub-contractors comply with the E-Verify requirements of N.C.G. S. Chapter 64, Article 2. Bidders are directed to review the foregoing laws. The successful Bidder must submit a certification of compliance with E-Verify to the County, and on a periodic basis thereafter as may be required by the County.
- 2.2.24** Pursuant to N.C.G.S. 143-48, 143-128.4 and Executive Order #13, New Hanover County invites and encourages participation in this Request for Proposals by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Additional information may be found at www.doa.nc.gov/hub.
- 2.2.25** Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.
- 2.2.26** The RFP does not, by itself, obligate New Hanover County. The County's obligation will commence when the New Hanover Board of County Commissioners approves the contract. Upon written notice to the successful bidder, the County may set a different starting date for the contract. The County will not be responsible for any work done by the successful bidder, even done in good faith, if it occurs before the contract start date set by the County.

2.3 Insurance Requirements: Bidder shall maintain insurance from companies licensed to write business in North Carolina, with an A.M. Best rating of no less than A VII or higher, and acceptable to New Hanover County, of the kinds and minimum amounts specified below:

2.3.1 Certificates and Notice of Cancellation. Prior to the signing of the contract, Bidder shall furnish County with certificates of all insurance required below, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete. Certificates shall indicate the type, amount, and class of operations covered, effective date and expiration date of all policies, and shall contain the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after thirty (30) days written notice has been received by County". With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to the County thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

The Certificates of Insurance, naming New Hanover County, its officers, officials, agents and employees as additional insureds, shall be further evidenced by an actual endorsement furnished to the County from the insurer prior to the signing of the contract between the Vendor and the County. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to New Hanover County, its officers, officials, agents or employees.

Bidder shall include all sub-contractors as insureds under its policies or shall furnish separate certificates for each sub-contractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent Contractor's coverage, and Bidder shall be responsible for assuring that all sub-contractors are properly insured.

2.3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents and employees, or the bidder shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

2.3.3 Workers Compensation and Employers Liability Insurance. Covering all of the Bidder's employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and employer's liability insurance providing limits at least in the amount of \$5,000,000 each accident for bodily injury by accident, \$5,000,000 each employee for bodily injury by disease, and \$5,000,000 policy limit.

2.3.4 Commercial General Liability. Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The policy shall provide liability limits at least in the amount of \$5,000,000 per occurrence, combined single limits, applicable to claims due to bodily injury and/or property damage. New Hanover County, its officers, officials, agents and employees shall be named as an additional insured under this policy.

2.3.5 Automobile Liability Insurance. Covering all owned, non-owned and hired vehicles, providing liability limits at least in the amount of \$5,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage.

2.3.6 Professional Liability Insurance. Professional Liability or Errors and Omissions Liability Insurance appropriate to the profession shall be maintained in force for the duration of the contract. Coverage shall apply to liability for a professional error, act, or omission arising out of the scope of services as defined by contract. Coverage shall be written to limits of not less than \$5,000,000 per loss. If coverage is on a claims-made basis, Bidder warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the contract is complete.

2.3.7 Contractors' Pollution Liability. Bidder shall maintain Contractors' Pollution Liability covering losses caused by pollution incidents that arise from the operations of the Bidder under the scope of services. Pollution liability coverage shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically insured; cleanup costs and defense, including costs and expenses incurred in the investigation defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least \$5,000,000 per claim, with an annual aggregate of at least \$5,000,000. Pollution Liability coverage shall include as an additional insured the County, its officers, officials, agents and employees. If Pollution Liability coverage is written on a claims-made basis, any retroactive date applicable to coverage under the policy precedes the effective date of the contract, and continuous coverage must be maintained or an extended discovery period will be exercised for a period of three (3) years, beginning from the time that work under the contract is complete.

2.3.8 Extra Expense Coverage. Bidder is responsible for continuing services in the event damage is done to the facilities. Bidder shall purchase and maintain in force Extra Expense Coverage. Such insurance shall be written in a minimum amount of \$1,000,000.

2.3.9 Subcontractors. Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractors' coverage, and the vendor shall be responsible for assuring that all subcontractors are properly insured.

2.3.10 Umbrella Liability- Contractor shall maintain Excess or Umbrella Liability Insurance with a limit of not less than \$5,000,000, covering Commercial General Liability, Pollution Legal Liability and Automobile Liability.

2.3.11 Builders Risk Insurance.

- a) Bidder shall purchase and maintain in force builders risk insurance on the entire work. Such insurance shall be written on a completed value form and in an amount equal to the initial contract sum, subject to subsequent modifications of the contract sum. The insurance shall apply on a replacement cost basis.
- b) Builders Risk Insurance shall, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30) and shall be endorsed as needed to provide full coverage for loss or damage from collapse including collapse resulting from design error. Builders Risk Insurance shall include coverage for flood, when that exposure exists.

- c) Bidder shall purchase and maintain boiler and machinery insurance required by the contract documents or by law, covering insured objects during installation and until final acceptance by New Hanover County. This insurance shall name as insureds the New Hanover County, Bidder, and all sub-contractors and sub-contractors in the work. In lieu of this separate policy, the Bidder may have the boiler and machinery exclusion removed from the builder's risk policy.
- d) Builders Risk insurance shall name as insureds the New Hanover County, Bidder, and all sub-contractors and sub-subcontractors in the work. Builders Risk insurance shall cover the entire work at the site identified in this agreement and when applicable include reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site, and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance, or regulation.
- e) The insurance as required in this section shall be maintained in effect, unless otherwise provided for in the contract documents, until the earliest of the following dates:
 - a. The date on which all persons and organizations who are insureds under the policy agree that it shall be terminated;
 - b. The date on which final payment, has been made;
 - c. The date on which the insurable interests in the property of all insureds other than New Hanover County has ceased.
- f) If New Hanover County is damaged by the failure of Bidder to maintain Builders Risk or Equipment Breakdown, then Bidder shall bear all reasonable costs properly attributable to that failure.
- g) New Hanover County and Bidder waive all rights against each other and each of their sub-contractors, sub-subcontractors, officers, officials, agents and employees for recovery of damages caused by fire and other perils to the extent covered by builders risk insurance purchased pursuant to this section, or any other property insurance applicable to the work.
- h) If the builders risk insurance and other property insurance policies purchased as required above do not allow the insured to waive rights of recovery against others prior to loss, Bidder shall cause them to be endorsed with a waiver of subrogation as required above.
- i) Partial occupancy or use of the work shall not commence until the insurance company or companies providing Builders Risk insurance have consented to such partial occupancy or use. New Hanover County and Bidder shall take reasonable steps to obtain consent of the insurance company or companies, and agree to take no action, other than upon mutual written consent, with respect to occupancy or use of the work that could lead to cancellation, lapse, or reduction of insurance.

2.4 Surety Bond Requirements (Performance & Payment Bonds)

- a) Bidder shall furnish and deliver to the New Hanover County a Payment Bond and a Performance Bond covering the faithful performance and completion of the work included in this Agreement and payment for all materials and labor furnished or supplied in connection with the work included in this Agreement.
- b) Said bonds shall be issued and furnished to New Hanover County prior to, and as a condition precedent to, commencement of the work of this Agreement.
- c) Each of the Payment Bond and Performance Bond shall be furnished on behalf of the Bidder, shall name New Hanover County obligee, and shall be in the amount of one hundred percent (100%) of the guaranteed repair and maintenance costs. Such bond(s) shall be solely for the protection of New Hanover County.

- d) The Payment Bond and the Performance Bond shall be issued by a surety of financial standing having a rating from A.M. Best Company equal to or better than A and must be included on the approved list of sureties issued by the United States Department of Treasury.
- e) The bond shall remain in effect at least five (5) years after the date when final payment becomes due.
- f) The surety bond must be in the form set forth in NCGS 44A-33, without any variations there from.
- g) The Bidder shall provide surety bond wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the Contract, and agrees that the obligations undertaken by the Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments.
- h) The surety bond must set forth no requirement that suit be initiated prior to the time stipulated in applicable North Carolina Statutes of Limitation.

2.5 Miscellaneous Bid Information

- 2.5.1** The County may terminate negotiations with the Bidder initially selected and commence negotiations with the next highest ranked proposal, if the selected Bidder: fails to provide the information required to begin negotiations in a timely manner; fails to negotiate in good faith; indicates they cannot perform the contract within the budgeted funds available for the project; or the Bidder and the County, after a good faith effort, simply cannot come to terms.
- 2.5.2** Proposals shall not be assigned or transferred without the express written consent of the County. A proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, prior to the execution of the contract, is subject to having its proposal disqualified as a result of such transaction. The County shall determine whether a proposal is to be disqualified in such instances.
- 2.5.3** The Bidder awarded the contract shall serve as the prime contractor and shall be solely responsible for fulfilling the contract obligations and providing satisfactory performance. The Bidder awarded the contract will be the sole contact for the County.
- 2.5.4** In the event that portions of the services provided are performed through subcontracting relationships, the Bidder will remain responsible for satisfying the obligations and providing information to such sub-contractor(s). The Bidder shall identify any sub-contractor(s) utilized during the performance of any services provided in the contract in their response to this RFP to include:
 - a) Complete name of the Sub-contractor,
 - b) Complete address of the Sub-contractor,
 - c) Type of work the Sub-contractor will be performing,
 - d) Scope of work the Sub-contractor will be providing,
 - e) A written statement, signed by each proposed Sub-contractor that clearly verifies that the Sub-contractor is committed to render the services required by the contract.

The County reserves the right to accept or reject any sub-contractor(s).

Section 3: Terminology

Throughout this Request for Proposal (RFP), the following terminology shall be utilized unless inconsistent with the subject matter or context:

- 3.1** “Acceptable Waste” means solid waste that is not a regulated hazardous waste or medical waste as described by North Carolina Solid Waste Management Regulations, or any other applicable State or federal regulation, and will not pose a threat to health or public safety, or cause injury to, or adversely affect the operation of the transfer station, or disposal facility. Acceptable Waste includes “municipal solid waste” (MSW) which is defined in the State of North Carolina’s Solid Waste Policy and Management Act of 1991. Acceptable waste includes any waste(s) allowed by laws and permit conditions regulating the Final Disposal Site.
- 3.2** “Agreement” means any written contract between New Hanover County and a Bidder or any purchase order issued by New Hanover County to the Vendor with respect to services contemplated by this RFP, and shall be deemed to include the terms and conditions for the provision of services as set forth in this RFP.
- 3.3** “Airspace” means the volume of permitted disposal capacity available within any given disposal cell in a landfill, and is typically measured in cubic yards.
- 3.4** “Bidder” means an individual, corporation, organization, partnership or combination thereof submitting a Proposal to New Hanover County.
- 3.5** “CESQG” means Conditionally Exempt Small Quantity Generator.
- 3.6** “Construction and Demolition (or C&D) Waste” means solid waste that is produced or generated during construction, remodeling, or repair of pavements, houses, commercial buildings, or other structures. Construction wastes include, but are not limited to, lumber, wire, sheet rock, broken brick, shingles, glass, pipes, concrete, paving materials, 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.
- 3.7** “Convenience Site” means a site located within the boundaries of New Hanover County at which residents may drop off recyclable materials.
- 3.8** “County” means New Hanover County.
- 3.9** “Designated Holidays”, unless otherwise specified, means Christmas Day, New Year’s Day, Independence Day, and Thanksgiving Day.
- 3.10** “e-Waste”, or electronic waste, means any discarded electrical or electronic devices. E-Waste includes small appliances, computers, monitors, television sets, circuit boards, cellular telephones, stereo systems, and other electronic devices.
- 3.11** “EPA” means the United States Environmental Protection Agency.
- 3.12** “Final Disposal Site” means any facility permitted to accept approved waste streams for disposal, conversion, reclamation, or processing into marketable materials.

- 3.13** “GPD” means gallons per day.
- 3.14** “Hazardous Waste” means wastes that are addressed in “Subtitle C” of the federal Resource Recovery and Conservation Act (RCRA) of 1984, as well as in the North Carolina Hazardous Waste Management Regulations. Hazardous waste includes materials with flammable, corrosive, reactive, or toxic characteristics.
- 3.15** “HAZWOPER” means Hazardous Waste Operations and Emergency Response.
- 3.16** “Household Hazardous Waste” or “HHW” means any common household items that contain corrosive, toxic, ignitable, or reactive ingredients that are potentially hazardous and require special care with regards to disposal.
- 3.17** “Market” means persons and/or corporations, organizations or partnerships willing to purchase, or accept for a fee, products resulting from the processing of Recyclable materials.
- 3.18** “MGD” means million gallons per day, and is a measure of permitted or design throughput capacity of a wastewater treatment system.
- 3.19** “MRF” means Materials Recovery Facility.
- 3.20** “Municipal Solid Waste” or “MSW” means, as consistent with Applicable Laws, any garbage, refuse, industrial, institutional, restaurant, lunchroom or office waste, household waste, Yard Waste, street sweepings, park and roadside litter, and any other material resulting from the operation of residential, municipal, commercial, or institutional establishments and from community activities which are required and permitted to be disposed of in an MSW Landfill unit or treatment and processing facility, as defined in regulations adopted pursuant to North Carolina Administrative Code T10.10G.0101 - .0108; provided, however, that “Municipal Solid Waste” does not include the following: (A) radioactive waste; (B) hazardous waste as defined in North Carolina; (C) infectious waste; (D) recyclable materials.
- 3.21** “NCDENR” means the North Carolina Department of Environment and Natural Resources.
- 3.22** “NPDES” means the National Pollutant Discharge Elimination System.
- 3.23** “Proposal” means a written offer submitted in response to the formal Request for Proposal (RFP), which includes all documentation necessary to satisfy the submission requirements of the RFP.
- 3.24** “RCRA” means the Resource Conservation and Recovery Act, enacted by the U.S. Congress in 1976 and amended in 1984.
- 3.25** “SWANA” means the Solid Waste Association of North America.
- 3.26** “Transfer Station” means a permanent structure with mechanical equipment used for the collection, sorting, loading or compaction of Solid Waste to the Final Disposal Site.
- 3.27** “TPD” means tons per day.

- 3.28** “Unacceptable Waste” means any Solid Waste that is (i) Hazardous Waste, (ii) Medical Waste, as defined by Applicable Law, (iii) excluded from the definition of Municipal Solid Waste by clauses (A), (B), or (C); (iv) other Solid Waste whose transfer or disposal is prohibited by Applicable Law, and (v) Special Waste to the extent not permitted.
- 3.29** “White Goods” means any household or commercial appliance that contains refrigerants, including refrigerators, freezers, and air conditioning units.
- 3.30** “Yard Waste” means grass clippings, leaves, brush trimmings, and branches generated from general yard maintenance.

Section 4: Background

New Hanover County's Department of Environmental Management employs 31 personnel and is comprised of three (3) divisions: Landfill, Recycling, and Administration. The County owns and operates all of the facilities and equipment associated with the Department.

The New Hanover County Secure Landfill operates in accordance with the North Carolina Department of Environment and Natural Resources (NCDENR) Solid Waste Permit No. 65-04, as originally issued on August 24, 1981. The permit has been modified from time-to-time to accommodate disposal unit expansion, site improvements, and operational changes. The facility services the surrounding municipalities and unincorporated area of New Hanover County and is the sole municipal solid waste landfill within the County. The permit does not allow out-of-county waste for disposal. The landfill is located on 689 acres of land adjacent to the Northeast Cape Fear River on U.S. Highway 421 North and is approximately 5.5 miles north of the intersection of U.S. Highways 421 and 117 in New Hanover County. It employs 20 personnel. The northern property, which constitutes 416 acres, includes the working cells where waste is disposed, buffer zones, natural wetlands, constructed wetlands for natural treatment of leachate, a wastewater treatment plant, and a construction and demolition (C&D) recycling pad.

The disposal area for the northern property is approximately 80 acres. Original design had a maximum height of the waste at 100 feet. A permit modification, approved in 2008, allowed a vertical expansion to a height of 170 feet. As of 5/13/2013, 6,858,740 cubic yards of airspace have been used for the disposal of waste.

Disposal of leachate is accomplished by two primary means. A 50,000 gallon per day (GPD) wastewater treatment plant treats the leachate and renders it safe to pump to the Northeast Cape Fear River. A 5.66 acre constructed wetland treatment and irrigation system can treat up to 60,000 GPD. The treated leachate from the wetlands is irrigated onto closed landfill cells as low grade liquid fertilizer.

In addition to these primary leachate management techniques, the site is permitted to recirculate leachate within Cell 4B at a rate of 4,500 to 6,000 GPD. As part of the site's leachate management contingency plan, pump and haul operations are coordinated as needed in cooperation with the Cape Fear Public Utility Authority (CFPUA) and a contract hauler.

The construction and demolition (C&D) recycling pad is used to separate wood, sheet rock, cardboard, asphalt shingles, carpet, yard debris, and scrap metals. This diversion process separates the material for recycling, and diverts approximately 6,000 tons of C&D waste from the county landfill annually.

In addition to C&D waste diversion, the county landfill also collects and recycles tires, white goods, sharps (needles), used motor oil, used cooking oil, batteries, and antifreeze.

The southern property is composed of 273 acres; approximately 90 of which are currently being permitted for waste disposal. The permitting process began in January 2013 and is expected to be completed by mid-2014. Located on this property is the landfill administration and maintenance facility. The County recently purchased a 3.85 acre area adjacent to the entrance to the landfill to relocate this building prior to disposing of waste in the southern property. The total estimated capacity of the southern property is 10,300,000 cubic yards.

The county landfill also operates a small, unlined asbestos monofill, exclusively for the use of residents. The site accepts friable and non-friable asbestos with prior approval and by appointment only.

The County operated the Waste-to-Energy Conversion Facility (WASTEC) from 1984 to 2011. It is located approximately three miles south of the landfill on U.S. Highway 421 North. A portion of this idled facility currently houses the county's recycling processing and Household Hazardous Waste (HHW) collection facility.

The Recycling division, based out of the WASTEC site, employs 6 personnel who service seven public drop-off sites and three county facilities with four roll-off trucks. This division also operates a baler and aluminum can crusher. Five of the recycling drop-off sites are located throughout the County on private property. Each site contains roll-off containers for various recyclable materials. Two smaller sites for recyclables are located on county property; one is at the Landfill and another at the former WASTEC facility. In FY12/13, material processed at the recycling processing facility from the drop-off sites was 4,722.63 tons. Total materials received, processed, and marketed were in excess of 7,100 tons, which includes material that is direct-hauled to the processing facility by small businesses, individuals, and hauling companies.

The locations of each of the recycling drop-off sites are:

- 6510 Market Street
- 5601 Castle Hayne Road
- 2316 N. College Road
- 4610 Carolina Beach Road
- 555 Halyburton Memorial Parkway
- 3002 U.S. Highway 421 North
- 5210 U.S. Highway 421 North
- 330 Division Drive (New Hanover Correction Center)
- 3950 Juvenile Center Road (New Hanover County Detention Center)

The drop-off sites provide containers for citizens to dispose of plastics (#1 through #7), mixed paper, cardboard, aluminum cans, glass and newspaper. This material is collected, processed, baled, and sent off to market.

Recycling of electronic waste has grown significantly over the past few years. Up until May 2013, e-Waste was collected only on Wednesdays at the county landfill. E-Waste is currently managed in conjunction with the county's Household Hazardous Waste (HHW) collection program. On average, the site receives 1,000 pounds per day of e-Waste from residents and small businesses.

A one-day, annual Household Hazardous Waste (HHW) collection event was replaced in May 2013 by a permanent HHW facility that is accessible to residents six days per week. The facility is open Mondays through Fridays from 10:00 a.m. to 2:00 p.m., and Saturdays from 8:00 a.m. to 12:00 p.m. It is the only permanent HHW collection facility in eastern North Carolina. The facility averages 400 visitors per month and is supervised by one (1) employee.

The HHW facility accepts the following materials for recycling or proper disposal: Acids, Aerosols, Antifreeze, Batteries (alkaline, lead-acid, lithium, and rechargeable), Caustics, CFL bulbs and tubes, Cooking Oil, Electronics, Fertilizers, Fire Extinguishers, Flammable Liquids, Flammable Solids, Fuels, Fungicides, Herbicides, Household Cleaners, Mercury-containing devices, Motor Oil, Oil Filters,

Oxidizers, Paint (latex and oil-based), Pesticides, Sharps, Smoke Detectors, and Solvents. After classification, sorting, bulking, blending, and packaging, the material is collected and processed by contracted vendors.

After the Christmas holiday season, the recycling division sponsors Christmas tree recycling. Three locations are established throughout New Hanover County for citizens to dispose of old trees, which are then ground and mulched by a contractor.

The 4 members of the administrative staff provide routine and technical support to the rest of the Department. Some of the functions of administration include:

- Debris management in the event of a natural or man-made disaster
- Prepare and submit required annual reports
- Prepare, submit, and manage grant applications; ensure state reporting requirements are met to remain eligible for state and federal funding , including Scrap Tire and White Goods programs developed through NCDENR
- General contracts administration (including development of RFPs, RFQs, bid advertisements, bid reviews and award recommendations, issuance of notices to proceed, change orders, and purchase orders)
- Contract administration for disaster recovery, including debris removal and monitoring functions
- Contract administration for county Super Fund cleanup projects
- Preparation of agenda items and presentations to the Board of County Commissioners
- Manage department's Accounts Receivable, Purchasing and Accounts Payable
- Oversight of contractor compliance with regard to risk management, insurance and legal requirements.
- Liaison with County IT and all software vendors to develop and maintain electronic operational programs and files.
- Participate with County Emergency Management Department to develop disaster response and remediation plans; serve as the lead agency for coordination of multi-department and multi-agency response to disaster events with regard to Recovery Function 8 (Public Works) and Recovery Function 12 (Environmental Preservation and Restoration).
- Human Resources interface and payroll and benefit administration for department employees
- Annual budget preparation, submittal and monitoring.
- Capital Projects planning, development, implementation and monitoring.
- Media contact for the department
- Strategic planning for the department
- Answer incoming telephone and emails from the public, greet customers and provide customer service/complaint resolution
- Public education, including site tours

Section 5: Scope of Services

This RFP consists of solicitation of Basic Services of Transfer and Disposal of Solid Waste. In addition to responding to Basic Services, bidders may also propose any single or combination of the five (5) additional separate services (“Options”). The Bidder shall submit cost information for the services outlined in the following section.

5.1 BASIC SERVICES: Transfer and Disposal of Solid Waste

- 5.1.1.** Bidder shall design, permit, operate, and maintain a municipal solid waste (MSW) transfer station. If the Bidder contemplates using the former WASTEC site or NHC Landfill site or other County property, this must be identified in the proposal. A site layout plan will also be required at the time of proposal submission.
- 5.1.2.** If construction / renovation of a Transfer Station is required, the costs for the design, permitting, construction, and commissioning of the transfer station shall be borne by the successful Bidder. If constructed on County property, title to the transfer station shall convey to the County upon receipt of a Certificate of Occupancy.
- 5.1.3.** Waste received by the Transfer Station must meet the definition of Acceptable Waste and shall be transferred to the Final Disposal Site by the Bidder or approved sub-contractor. No waste from outside of New Hanover County may be accepted by the transfer station.
- 5.1.4.** The Bidder will be responsible for furnishing all personnel, training, equipment, tools, containers, supplies, fuel, and insurance to complete the scope of work.
- 5.1.5.** The Bidder shall transport MSW to the Final Disposal Site in a timely and safe manner, consistent with DOT regulations in effect.
- 5.1.6.** The County will own, operate, and maintain inbound/outbound scales, and will weigh each outbound (loaded) transfer vehicle. The County is not responsible for any overweight fines or penalties.
- 5.1.7.** The Bidder shall be responsible for maintaining the transfer station, grounds, and associated roadways and signage in good working condition. Maintenance shall include repairs to property damaged through normal wear and tear, accidental damage, and extreme weather events.
- 5.1.8.** The Transfer Station operator shall pressure wash the floors, walls, and ceilings of the Transfer Station semi-annually, and contain the wash water within the facility’s leachate collection system. Leachate collection, storage, and disposal costs shall be borne by the Bidder.
- 5.1.9.** The Bidder is responsible for implementing a comprehensive waste screening program. Any material that does not meet the definition of Acceptable Waste must be rejected by the operator. The County does not accept any responsibility for any costs associated with waste screening, identification, handling, transportation, or disposal of prohibited wastes.
- 5.1.10.** The Bidder is responsible for full compliance with any associated permit conditions as well as all applicable local, state, and federal laws, permits, rules, and regulations. The Bidder shall maintain and manage all site safety functions and operations in accordance with all state and federal OSHA workplace safety rules.
- 5.1.11.** The transfer station shall be staffed during operating hours by an operator that holds a current SWANA Managing Transfer Station Systems certification.
- 5.1.12.** The transfer station operator will ensure that all waste is removed from the transfer station floor and loading pit area at the end of each day. Loaded transfer trailers must be leak free and stored in a manner that minimizes rainwater intrusion into the waste.

- 5.1.13.** The transfer station operator is responsible for litter, dust, vector, fire, and odor control and prevention within the facility's footprint. Security of the transfer station and its contents, including tools, supplies, and equipment are the sole responsibility of the Bidder.
- 5.1.14.** Utility costs associated with transfer station operations shall be provided and borne by the Bidder.
- 5.1.15.** Hours of operation for the facility shall be Monday through Friday, from 6:30 a.m. to 5:00 p.m. (excluding designated holidays), and Saturdays from 6:30 a.m. to 12:00 p.m. (excluding designated holidays).
- 5.1.16.** Designated holidays will include Independence Day, Thanksgiving Day, Christmas Day, and New Year's Day.

New Hanover County wants to clarify that Option A: Landfill Maintenance and Operation does not anticipate the operation of the NHC Landfill for disposal of MSW, except as necessary to keep permits active and to not trigger an accelerated closure schedule requirement. However, NHC must fully comply with any associated permit conditions as well as all applicable local, state, and federal laws, permits, rules, and regulations. Changes in Law may require changes to operations.

5.2 OPTION A: Landfill Maintenance and Operation

- 5.2.1.** The Bidder shall provide all personnel, training, equipment, tools, containers, supplies, fuel, and insurance to complete the scope of work.
- 5.2.2.** The Bidder shall be responsible for the permitting, design, construction, quality assurance, and ongoing maintenance for the closure of Cells 5 through 6D.
- 5.2.3.** The Bidder shall be responsible for any maintenance and repair of existing caps on Cells 1 through 5.
- 5.2.4.** The Bidder shall ensure that rainwater run-on into Cell 6E is minimized.
- 5.2.5.** The Bidder will establish, maintain, and service a citizen's drop-off area for any vehicles transporting waste that are unable to unload waste by mechanical means. The drop-off area shall consist of an all-weather pad with sufficient containers / receptacles to accept MSW, scrap metal, cardboard, mixed recyclables, and wood waste (including pallets). The Bidder is responsible for any transportation or processing costs associated with the diversion of wood waste, scrap metals, and other recyclable materials collected. MSW dropped off at the citizens' drop-off area shall be disposed of in the County landfill.
- 5.2.6.** The Bidder will establish, maintain, and service a drop-off area for receiving used motor oil and oil filters, cooking oil, lead-acid batteries, sharps, oyster shells, antifreeze, white goods, and scrap tires. The Bidder is responsible for ensuring that materials collected are properly recycled, treated, or processed.
- 5.2.7.** The Bidder shall certify that refrigerant is removed, by a qualified technician, from all white goods received prior to recycling.
- 5.2.8.** The Bidder shall be responsible for maintaining stormwater management structures in accordance with Best Practices and facility permit conditions, and shall comply with and routinely update the facility storm water pollution prevention plan (SWPPP).
- 5.2.9.** The Bidder shall be responsible for the permitting, design, construction, quality assurance, maintenance, operation, sampling, testing, and compliance reporting of an upgraded leachate treatment system required by revised NPDES discharge limits within the implementation deadlines established by the Division of Water Quality. It is expected that the new system will require a Grade III Biologic/Chemical/Physical wastewater operator certification.

- 5.2.10.** The Bidder shall be responsible for the maintenance, operation, sampling, testing, and compliance reporting for all leachate treatment systems, including a 0.05 MGD package wastewater treatment plant (WWTP) and a 0.06 MGD constructed wetlands treatment system and irrigation equipment. The treatment system requires a minimum Grade II Biological wastewater certified operator.
- 5.2.11.** The Bidder shall be responsible for the maintenance, operation, testing, repair, and replacement of all leachate collection and treatment infrastructure, including (but not limited to) pipes, lift stations, manholes, wet wells, liners, boots, fittings, aerators, pumps, blowers, control panels, pH control system, continuous backwashing sand filter, and spray irrigation equipment.
- 5.2.12.** The Bidder shall be responsible for maintaining the viability and efficacy of the constructed wetlands treatment system, including conducting plant tissue samples, controlled burns, and replanting; and testing, monitoring, and managing soil chemistry.
- 5.2.13.** The Bidder shall be responsible for sampling, testing, and preparing and submitting all required recurring reports to the Division of Water Quality (DWQ).
- 5.2.14.** The Bidder shall be responsible for inspecting the site daily and performing general site maintenance including, but not limited to: repairing erosion on landfill cell slopes; repairing leachate outbreaks; maintaining roadways; maintaining storm water conveyance systems and detention ponds; landscape maintenance including over seeding/hydro seeding, mowing, bushhogging, and litter removal; maintenance and repairs to signage, fencing, and lighting; and maintenance and repairs to groundwater monitoring well casings.
- 5.2.15.** The landfill operator is responsible for litter, dust, vector, fire, and odor control and prevention within the landfill site. Security of the landfill and its contents, including tools, supplies, and equipment are the sole responsibility of the Bidder. Any litter or wind-blown debris originating from the landfill property that leaves the site boundary is the responsibility of the Bidder.
- 5.2.16.** The landfill shall be staffed during operating hours by an operator that holds a current SWANA Manager of Landfill Operations (MOLO) certification.
- 5.2.17.** The Bidder shall be responsible for the operation and maintenance of the landfill's unlined asbestos monofill. This disposal cell accepts small quantities of friable and non-friable asbestos from residents only, with prior approval and by appointment. The Bidder shall be responsible for coordination with the customer for the review and approval of the material (waste acceptance), disposal, and daily cover application and maintenance in this cell.
- 5.2.18.** The Bidder shall be responsible for completion of the design and permitting of the landfill's southern property, including compliance with all conditions set forth in the approved Special Use Permit.
- 5.2.19.** The Bidder shall be responsible for maintaining and complying with the site's Title V air permit.
- 5.2.20.** The Bidder shall be responsible for any utility costs pertaining to landfill operations and maintenance functions.
- 5.2.21.** Hours of operation for the facility shall be Monday through Friday, from 6:30 a.m. to 5:00 p.m. (excluding designated holidays), and Saturdays from 6:30 a.m. to 12:00 p.m. (excluding designated holidays).

5.3 OPTION B: Household Hazardous Waste (HHW) and E-Waste Collection:

- 5.3.1** The Bidder shall provide all personnel, training, materials, equipment, tools, containers, supplies, fuel, and insurance to complete the scope of work.
- 5.3.2** If the Bidder elects not to use the existing Household Hazardous Waste (HHW) and electronic waste (e-Waste) site located at the former WASTEC facility site, then the Bidder will design, permit, construct, operate, and maintain a permanent facility for the collection of Household Hazardous Waste (HHW) and electronic waste (e-Waste). At a minimum the waste unloading area shall have overhead coverage for employee and resident protection during inclement weather, and must be large enough to accommodate residents' vehicles. The waste storage facility / building shall have sufficient containment capacity for the quantity of waste being stored, shelves and walls, and containment for waste segregation. The storage facility / building must be approved by local fire officials and meet all local, state and federal regulations for waste storage, and be equipped with fire alarms and a means of emergency communication.
- 5.3.3** The Household Hazardous Waste (HHW) and electronic waste (e-Waste) site shall only accept HHW material generated from residential properties within New Hanover County. The site shall not accept any hazardous materials as defined by the EPA or accept any materials generated from CESQGs. E-Waste shall be accepted by residents, businesses, and non-profit organizations located within New Hanover County.
- 5.3.4** The Bidder shall be deemed to be the waste generator (as defined under RCRA), of all materials accepted by the Bidder at the HHW collection site from residents. Title to all waste accepted by the Bidder at the collection site from residents shall pass directly from residents to the Bidder at the time of acceptance.
- 5.3.5** The Bidder is responsible for complying with all permit conditions.
- 5.3.6** The collection site shall be available to the public from 10:00 a.m. to 2:00 p.m., Mondays through Fridays, and 8:00 a.m. to 12:00 p.m. on Saturdays. The site will be closed on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 5.3.7** The Bidder shall accept all HHW material outlined in Section 4. The Bidder may not alter the list of accepted items without the express written permission of the Environmental Management Department.
- 5.3.8** The Bidder will be responsible for preparing and submitting an approved Chemical Evacuation Plan, a Fire Evacuation Plan, a Fire Safety Plan, and a Spill Response Plan to the County Fire Marshall prior to commencing operations.
- 5.3.9** The HHW collection facility shall be staffed during operating hours by an attendant that holds a current 40-hour HAZWOPER and/or SWANA's HHW & CESQG Collection Operations certification.
- 5.3.10** The Bidder will provide the County's Environmental Management Department a monthly report on the types and quantities (by weight or volume) of materials collected. These reports shall be provided to the Department by no later than the 15th of each month for the preceding month.
- 5.3.11** The Bidder shall provide the County's Environmental Management Department certificates of recycling or disposal for all materials processed.
- 5.3.12** Utility costs associated with the operation of the HHW collection facility shall be borne by the Bidder.

5.4 OPTION C: Recycling Collection and Processing

- 5.4.1.** The Bidder shall provide all personnel, training, equipment, containers, tools, supplies, fuel, and insurance to complete the scope of work.
- 5.4.2.** The Bidder will collect and transport recyclable materials from designated recycling drop-off sites to an approved recycling transfer station or Materials Recovery Facility (MRF) for processing and preparation for market. Designated recycling drop-off sites are listed in Section 4. Drop-off sites are to be serviced seven (7) days per week. The Bidder is responsible for ensuring that sufficient containers are available at each site at all times, and are maintained in good condition.
- 5.4.3.** Hours of operation for recycling collection shall be Monday through Friday, from 7:00 a.m. to 3:30 p.m. (excluding designated holidays), and Saturdays and Sundays from 7:00 a.m. to 12:00 p.m. (excluding designated holidays).
- 5.4.4.** The Bidder is responsible for maintaining housekeeping standards at each drop-off site; the cost for the cleanup and disposal of illegal dumping activities at each site shall be borne by the Bidder. Any damage caused to the host site's property shall be the responsibility of the Bidder.
- 5.4.5.** Any costs associated with rental of a host site's property shall be borne by the Bidder.
- 5.4.6.** The Bidder will establish a minimum of three (3) collection points for discarded Christmas trees and service the collection points from December 26th through January 31st each year. The Bidder will transport the collected trees to an approved facility for recycling. Collection point locations must be approved by the Environmental Management Department at least 30 days in advance. The Bidder will be responsible for the removal and proper disposal of any litter, waste, or debris left at the collection points.
- 5.4.7.** The Bidder will provide the County's Environmental Management Department a monthly report on the types and quantities (by weight) of materials collected. These reports shall be provided to the Department by no later than the 15th of each month for the preceding month.

5.5 OPTION D: Yard Waste Processing

- 5.5.1** The Bidder shall provide all personnel, training, equipment, containers, tools, supplies, fuel, and insurance to complete the scope of work.
- 5.5.2** The Bidder shall establish and maintain a yard waste collection and processing facility at the County landfill. Yard waste includes grass clippings, leaves, branches, hedge trimmings, and other materials generated through the course of general yard maintenance.
- 5.5.3** The Bidder shall retain title to any mulch or compost generated through the normal course of operations.
- 5.5.4** The Bidder shall maintain all-weather access to the site, and ensure sufficient clear space is provided at all times so as not to impede the safe and efficient unloading of material. Material stockpiles shall be maintained in such manner as to present a neat and organized appearance of the facility, while maintaining sufficient spacing between piles to prevent the spread of fires.
- 5.5.5** The Bidder shall furnish Airlie Gardens with one (1) 40 cubic yard container for the disposal of vegetative debris. The Bidder shall service the container on an "on-call" basis up to twice per month, and transport the material to the processing area at no additional cost.

- 5.5.6 The Bidder shall be required to comply with all yard waste management permit conditions. The bidder will develop and submit an Operations Plan for County review and approval prior to commencement of operations.
- 5.5.7 Hours of operation for the facility shall be Monday through Friday, from 6:30 a.m. to 5:00 p.m. (excluding designated holidays), and Saturdays from 6:30 a.m. to 12:00 p.m. (excluding designated holidays).

5.6 OPTION E: C&D Diversion and Recycling

- 5.6.1 The Bidder shall provide all personnel, training, equipment, containers, tools, supplies, fuel, and insurance to complete the scope of work.
- 5.6.2 The Bidder shall establish and maintain a C&D waste diversion and processing facility at the County landfill with sufficient capacity to process all New Hanover County C&D waste (~64,000 tons during FY12-13). C&D waste to be accepted includes scrap wood and pallets, scrap metal, shingles, carpet, concrete, brick, asphalt, cardboard, and gypsum wallboard. The Bidder may expand the types of materials accepted with the approval of the County's Environmental Management Department.
- 5.6.3 The Bidder shall maintain all-weather access to the site, and ensure sufficient clear space is provided at all times so as not to impede the safe and efficient unloading of material. Material stockpiles shall be maintained in such manner as to present a neat and organized appearance of the facility.
- 5.6.4 The Bidder shall be required to comply with all C&D waste management permit conditions. The bidder will develop and submit an Operations Plan for County review and approval prior to commencement of operations.
- 5.6.5 The Bidder shall retain title to any recovered, salvaged, or processed materials generated through the normal course of operations.
- 5.6.6 The Bidder shall provide the county's Department of Environmental Management a monthly report that lists all material accepted, diverted, salvaged, reclaimed, and/or processed (including residue) by type and quantity. The report is due by the 15th of each month for the preceding month.
- 5.6.7 Transportation and disposal costs associated with any unmarketable residue generated through the course of operations are the sole responsibility of the Bidder.
- 5.6.8 Hours of operation for the facility shall be Monday through Friday, from 6:30 a.m. to 5:00 p.m. (excluding designated holidays), and Saturdays from 6:30 a.m. to 12:00 p.m. (excluding designated holidays).

Section 6: Current Operational Data and Key Assumptions

6.1 Current Operations Data:

- 6.2.1. For Fiscal Year 2012/2013, the County's landfill received a total of 214,278.28 tons of waste.
- 6.2.2. For Fiscal Year 2011/2012, the County's landfill received a total of 204,288.20 tons of waste.
- 6.2.3. For Fiscal Year 2012/2013, the Recycling Division collected 4,722.63 tons of recyclable material from public drop-off sites. This included 360.21 tons of newspaper (ONP), 1,849.52 tons of cardboard (OCC), 69.78 tons of aluminum, 1,153.40 tons of glass, 853.21 tons of mixed plastics, 734.07 tons of mixed paper, and 55.76 tons of steel food cans.
- 6.2.4. The northern property at the landfill consists of 79.2 acres of permitted disposal cells. Of these, 33.1 acres have been closed and 46.1 acres remain open.
- 6.2.5. For Fiscal Year 2012/2013, the County's landfill diverted the following materials from landfill disposal: 222.38 tons of white goods and scrap metal, 668.22 tons of gypsum wallboard, 107.61 tons of asphalt shingles, 4,394.62 tons wood waste, 69.39 tons of cardboard (OCC), 41.92 tons carpet, 108.07 tons of electronic waste, 3,412.52 tons tires, 1,275 gallons of used motor oil, 300 gallons of antifreeze, and 1.65 tons of lead-acid batteries.
- 6.2.6. Since program inception on June 26, 2013 through October 23, 2013, the landfill received 751.91 tons of yard waste.

6.2 Key Assumptions:

- 6.2.1. Contract term: All bidders **must** provide bids based on one (1) 10 year initial term with the option of up to 2 additional five (5) year renewals, at County option, based upon satisfactory performance. **In addition**, Bidders may elect to **provide additional bids** assuming one (1) 20 year term with no options for renewal.
- 6.2.2. County Operation of Scales and Gate: The County will continue to operate the entrance gate, scales and scale house activities which include recording transactions and data, and customer billing as determined by the County. Recorded transactions and data will be made available to the selected Bidder(s) upon 24 hours' notice.
- 6.2.3. Permits, Licenses and Regulatory Compliance: for facilities on the County site, Bidder shall be responsible for and shall bear all costs of obtaining and maintaining all permits, licenses and federal, state and local governmental approvals for the construction and operation of new facilities, and for all permit amendments as required for existing facility renovations, expansions, and operations. Both parties shall cooperate and generally assist each other in obtaining the necessary federal, state and local permits and approvals to develop the proposed facilities on the County site. The County makes no explicit or

implied guarantees with respect to its obtaining any of the required permits. Some agencies may require the County to be named as owner in their permits and approvals and the County will coordinate with the Bidder and permitting agency to help achieve that outcome. However, all responsibility for obtaining permits and maintaining regulatory compliance is that of the Bidder.

- 6.2.4.** Equipment/Rolling Stock: For the purposes of this RFP, the Bidder should not assume any automatic conveyance of equipment or rolling stock. All County owned equipment and rolling stock shall be appraised by a third party and offered for sale. The Bidder will have right of first refusal to purchase any or all of the equipment offered for sale, but there is no expectation that the Bidder will choose to do so.
- 6.2.5.** For all services and facilities provided, the Bidder shall prepare, maintain and comply with procedures established in an Operations Plan, Safety Plan, Contractor Safety Plan, Spill Prevention Plan, Evacuation Plan, Emergency Procedures, and Accident/Injury Notification and Response Plan. All Plans shall be submitted to the County for approval prior to the commencement of operations, and update each Plan on an annual basis.
- 6.2.6.** In the performance of work contemplated in this RFP, the Bidder is an independent contractor with the authority to control and direct the performance of the details of the services that are the subject of their Proposal. However, the work contemplated in this agreement must meet the approval of the County and shall be subject to the County's general rights of inspection and supervision to secure the satisfactory completion thereof.
- 6.2.7.** All sales made directly to the County are taxable, and the proposer shall pay all sales, consumer, use and other similar taxes required to be paid by the proposer in accordance with the laws and regulations of the state of North Carolina that are applicable during the performance of the work.
- 6.2.8.** If the Bidder elects to construct or provide a transfer station at the former WASTEC site, or otherwise elects to decommission and deconstruct the WASTEC building(s), the Bidder shall provide a detailed line item proposal that clearly describes the scope of work, cost and rebate for scrap value netted out against the total project cost.

Section 7: Submission Requirements

By submitting an offer in response to this RFP, the Bidder explicitly agrees to the following representations, warrants, and conditions:

- a) **No Collusion, Predatory Pricing or Antitrust Activities** – The Bidder is representing and warranting that the Proposal is not made in connection with any competing offer submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.
- The Bidder shall fully and completely comply with all applicable Federal and State laws, rules, and regulations pertaining to illegal price discrimination and lessening competition and/or creation of monopoly, including but not limited to, the Sherman Antitrust Act, the Clayton Antitrust Act, and the Robinson-Patman Act.
- b) **No Conflict of Interest** – Bidder shall fully and completely disclose to County any known conflicts of interest that might be prejudicial or adverse to County’s interests. Furthermore, Bidder shall not illegally combine, collude or conspire with respect to the services to be provided to the County if the purpose or effect of such action is either to lessen competition among prospective Bidder proposers, or cause the County to pay a higher price for procured services, or cause, inhibit, preclude or prejudice other prospective Bidders from submitting a proposal in response to the County Request For Proposals.
- c) **Anti-Bribery** – In submitting a response this RFP, the Bidder certifies that neither it, nor any affiliated associates, employees, and sub-contractors have bribed, or attempted to bribe an administrator or employee of the County as related to this RFP. The Bidder certifies that it has not employed any person, agent, or consultant to lobby to solicit or secure information related to the award of this contract. Additionally, the Bidder has not paid or agreed to pay a commission, fee, or other contribution upon receiving a favorable contract award.
- d) **Obtained Complete Information** – The Bidder is representing and warranting that it has made itself thoroughly familiar with the requested services and requirements of this RFP, and is satisfied that it has obtained all information it deems necessary to submit its best offer.
- e) **True, Accurate, Clear, and Concise Information** – Information submitted must be true and accurate based on the bidder’s knowledge. Information found to be in error or misleading will result in lowering the evaluation of the proposal. Where assumptions have to be made by the evaluation committee, The County will assume the worst-case scenario and the Proposal will be evaluated accordingly.
- f) **Compliance with Occupational Safety and Health Act** - Bidder certifies that all proposed material, equipment, and all other items necessary to operate the facility or provide the services as contained in their proposal meets all O.S.H.A. requirements. Proposer further certifies that if it is the successful proposer, and if any of the materials, equipment, or other items delivered and necessary to operate the facility or provide the services proposed are subsequently found to be deficient in any O.S.H.A. requirements, all costs necessary to bring the deficient material, equipment, or other items, into compliance with the aforementioned requirements shall be borne by the proposer.
- g) **Environmental Representations and Indemnifications** – Bidder shall indemnify and hold the County, its officials, employees and agents harmless from and against any and all losses, costs,

and damages resulting from the breach of any environmental laws, rules, or regulations by Bidder, its employees, agents and sub-contractors on or about any transfer station and County property utilized by Bidder in performance of the contract, for any transportation of waste generated within New Hanover County in route to disposal at any landfill, either publically or privately owned, and on or about any such landfill utilized by Bidder for disposal of waste generated within New Hanover County.

h) County Decision is Final – The Bidder agrees that the decision of the County is final in all matters of this RFP. Furthermore, the Bidder, by submitting its offer, agrees to hold the County and its agents harmless and free from all liability, loss, injury, and/or cost and expense which might be incurred by any Bidder in responding or as a consequence of its response to this RFP.

i) Minimum Acceptable Qualifications:

7.9.1 Satisfactory completion of New Hanover County Contractor Pre-Bid Qualification (**Form A**) with approval from the New Hanover County Attorney as a Qualified Contractor.

The three (3) required references shall include customers, preferably public sector customers, for whom the Bidder has provided services similar to those in response to this RFP within the past five (5) years. (**Form B**)

7.9.2 Prior experience; a minimum of five (5) continuous years of directly relevant experience is required of each firm for services and service components similar to those each is proposing to provide. Where a team partnership or joint venture is proposed, sub-contractors or team members/partners for each of the Basic Services and Options, if applicable, must be identified and their experience must meet the minimum requirements.

7.9.3 Proven Technology: a minimum of five (5) continuous years of same-scale operations of the proposed technology in the United States with a similar design is required. This requirement does not preclude a reference facility that has been upgraded with new technology or new design, or a new location of such upgraded technology. Where new technology or design has been installed for less than five (5) years, the Bidder shall demonstrate the history of that technology and the Bidder's understanding and capabilities in operating it or similar technology.

7.10 Proposal Format

7.10.1 Cover Letter of Intent / Executive Summary

The cover letter of intent must attest to the accuracy of the proposal submission. The cover letter must be signed by an individual authorized to obligate the company and execute binding contracts. The cover letter shall include the company name, street and electronic addresses, and telephone and facsimile numbers.

The cover letter of intent shall summarize the Bidder's understanding of the requested services, staffing and equipment requirements, and the ability to provide such services individually and/or through subcontracting.

The Bidder's cover letter must state that the response will remain valid for acceptance for a period of one hundred twenty (120) days from the acceptance and opening of the

response on *Tuesday, December 31, 2013 at 12:00 PM* and thereafter until a contract can be negotiated and executed, whichever occurs first.

7.10.2 Contact Information

The Bidder shall identify a point of contact (POC) for the proposal response. The POC shall be able to address any inquiries and submit supplementary information as requested by the County.

7.10.3 Statement of Organization

In addition to the completion of Form B, the Bidder shall submit information defining the type of organization and the organizational structure of the company. If the Bidder proposes to utilize sub-contractor(s) in providing the requested services, the Bidder shall document the relationship to any sub-contractor(s) and the sub-contractor's organizational structure.

7.10.4 Project Approach and Description of Provided Services

The Bidder shall provide a concise description of the approach that will be undertaken to fulfill the requested services. The Bidder shall confirm that services will be provided. In addition, the Bidder shall submit certification documentation from the receiving Final Disposal Site regarding their ability to accept, dispose, or process the material volumes throughout the term of the contract.

7.10.5 Transition Plan and Implementation Schedule

The Bidder shall identify a plan and implementation schedule that identifies key milestones to address transition time requirements needed to become fully operational in all proposed services.

7.10.6 Staffing and Equipment Obligations

The Bidder shall identify the staffing levels (e.g., supervisory, operators/drivers, and maintenance) and anticipated equipment obligations that will be assigned to fulfill the requested services. The Bidder shall identify staff experience, certifications, and training levels.

Equipment information shall include a complete listing of all equipment that will be used in this project including detail about quantity, year, make/ model, type and number of trucks, type of fuel for each, capacity of each, style of refuse containers and recycling containers (number, size and capacity of each), make, model and capacity of compactors and any other equipment needed to fully equip and operate properly and efficiently. A schedule of equipment maintenance and / or replacement should also be identified.

7.10.7 Qualifications, Experience, and References

The Bidder shall document their experience, and past or current awards of other contracts in which they have or are currently providing similar and comparable services. Such experience must be demonstrated within the past five (5) years.

The Bidder shall provide a minimum of three (3) references from previous or current contract awards within the past five (5) years. The references shall be capable of providing information on the Bidder's abilities to provide a similar level of service, schedule commitments, compliance history with contract terms, fairness in executing the requested services, and any disputes.

7.10.8 Financial Statement and Financing Plan (if applicable)

The Bidder shall demonstrate financial stability by submitting a statement of the Bidder's financial stability, including information on current or prior bankruptcy proceedings. The Bidder shall additionally address means to fund capital items throughout the performance of this contract.

The Bidder shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q. Minimally, the Bidder's financial report shall include a balance sheet, an income statement, a statement of cash flows, and related footnotes. If the Bidder is a corporation, the submission of the latest audited financial statements of the corporation is requested. The Bidder may substitute a non-audited financial statement and Federal returns from the most recent two (2) years if a certified audit has not been completed.

7.10.9 Litigation, Regulatory, Criminal Conviction History

The Bidder shall provide information related to litigation, regulatory non-compliance, and criminal conviction occurrences during the past ten (10) years. The Bidder shall describe the events related to each case by providing case or docket numbers, contact information, background information, and the current status and/or resolution(s). Events shall include, but may not be limited to, civil and administrative actions, criminal activity, disputes, bankruptcies, contract terminations, fines, and penalties.

7.10.10 Insurance Requirements

By signing its Proposal, the Bidder acknowledges that it has read and understands the insurance requirements for the RFP as described in Section 2.3. Bidder must provide evidence of required insurance, through a representative copy of a certificate of insurance or letter from agent and/or broker certifying that Bidder can meet insurance requirements as set forth must be submitted as part of its Proposal.

7.10.11 Bid Bonds / Bonding Company Commitment

If a Bidder elects not to provide the cash deposit, Bidder must file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand forthwith make payment to the obligee upon said bond if the Bidder fails to execute the contract in accordance with the bid bond.

7.10.12 Proposed Fees / Fee Schedules

The Bidder shall present all costs, anticipated pricing adjustments, and credits/rebates or cost-sharing anticipated throughout the term of the contract on **Forms 1-6**. The Bidder should address means to minimize operating costs and maximize revenues, as appropriate.

All Bidders must propose pricing based on an initial ten (10) year term with two (2) potential five (5) year renewals at County option. In addition, Bidders may elect to provide additional bids assuming one (1) 20 year term with no options for renewal. There are separate columns on each form.

7.10.13 Affidavits and Certifications

- a. Certification of Nondiscrimination in employment (**Form C**)
- b. Anti-Bribery Affirmation & Affidavit of Qualification to Propose (**Form D**)
- c. Statement of Assurance and Compliance (**Form E**)

Section 8: Evaluation Criteria

Evaluation Criteria

Acceptable proposals will be evaluated based upon the Bidder's ability to satisfy the minimum performance requirements established in this RFP. The County reserves the right to evaluate the proposals and determine the level of responsiveness based upon the following general criteria.

To satisfy the minimal level of responsiveness, the Bidder shall provide adequate details to demonstrate their ability to provide the requested services, document their experience and knowledge to execute such work, and submit a cost effective proposal. Proposals must contain information specifically related to the requested services. Failure of any Bidder to submit requested information may result in the elimination of their proposal from further consideration.

Proposals will be evaluated on the following criteria. These criteria shall not be considered all inclusive.

Provided Services / Experience / Historical Performance

Bidders shall clearly identify the solid waste services capable of being provided to the County as a prime contractor. The Bidder shall identify any and all sub-contractor relations in providing such services. The proposal shall include an understanding of the staffing and equipment needs to provide the requested services.

The proposal shall submit certification documentation from potential receiving facilities (e.g., permitted Subtitle D landfill and/ or material recovery facilities, etc.) confirming their capabilities and capacities to receive the estimated volumes of material over the maximum potential contract life of twenty (20) years.

The proposal shall include information to substantiate past bidder and key management team member experience in providing similar services to other organizations within the past five (5) years.

Financial Considerations

Each proposal will be compared with respect to cost effectiveness and rationality in the ability to provide all of the requested services over the life of contract. The most effective pricing and rebate offering(s) will be evaluated to determine the best option for the County.

The Bidder firm will also be evaluated in regards to financial depth and stability and guarantees (insurance, bonds, letters of credit) ensuring performance throughout the life of the contract.

FORM 1

PRICE FOR BASIC SERVICES: TRANSFER STATION OPERATIONS, LOADING, HAULING and DISPOSAL OF MSW

Proposer may submit a comprehensive offer that includes screening and acceptance, waste diversion (if applicable), transfer, hauling, and disposal of the County’s MSW. Services should include, but are not limited to, all resources, labor, equipment, fuel, parts, supplies, office furnishings, etc. that make up total costs associated with operating the transfer station, as defined herein; loading transfer vehicles and transporting them to a Final Disposal Facility and disposing of said MSW. The proposed Final Disposal Facility must be a currently-permitted Subtitle D Landfill or other currently-permitted disposal, conversion, or processing facility that operates under waste acceptance requirements, waste limits and bans that meet or exceed the requirements of North Carolina.

BASIC SERVICES:		
Prices are for first year of Contracted Service		
	10 Yr Initial Term W/ 2 Potential 5 Yr Renewals	20 Yr Term W/ No Potential Renewals
1. Transfer Station Operations and Loading	\$ / Ton	\$ / Ton
2. Hauling to Final Disposal Facility	\$ / Ton	\$ / Ton
3. Disposal Fee	\$ / Ton	\$ / Ton
4. NC State Solid Waste Disposal Tax (if, applicable)**	\$2.00 / Ton	\$2.00 / Ton
5. Total Price for Transfer Station Operations, Loading, Hauling, and Disposal of MSW (should equal total of 1+ 2+3+4)	\$ / Ton	\$ / Ton
6. Fuel Adjustment Formula The Hauling to Final Disposal Facility per ton service fee is based on \$____ / gallon price for On-Highway Diesel – All Types for the Lower Atlantic (PADD 1C) area as reported by the U.S. Department of Energy, Energy Information Administration. Each ____¢ / gallon increase shall increase the hauling per ton service fee by 1%. Calculations shall be made on the first day of each month based upon the price for the previous Monday (or Tuesday if Monday is a Federal holiday).	¢ / 1% incr.	¢ / 1% incr.
7. Operations Adjustment Formula The Transfer Station Operations and Loading and Hauling to Final Disposal Facility per ton service fees shall be adjusted once annually during the Term on January 31st, by ____% of the increase, if any, in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, South Urban Area for the most recently available twelve month period prior to the effective date of the increase.	% of the increase	% of the increase

** Tax as of 11/19/13; Note: this will automatically adjust in response to state legislative changes.

Proposals may include constructing a new MSW transfer station on the County's property (Southern Property or WASTECC) or modifying an existing solid waste transfer station on private property. Proposer should explain below all obligations of the County that are proposed in order to achieve the prices stated above. All additional fees, payments, or services should be explained in line item detail.

If the vehicles to be used are propane or CNG, please indicate what the proposed fuel adjustment will be.

If the Hauling Fleet will be mixed, then the proposer will be required to provide the County with a % of the fleet utilizing diesel on the first day of each month. Fuel adjustments will be applied as appropriate based on the % of fleet eligible for each fuel adjustment (Diesel, propane, CNG).

If construction or renovation of a transfer station is proposed what time frame will be used to amortize the capital cost? What is the annual capitalization expense?

- a) 10 Year Initial Term with Two Optional 5 Year Renewals:
Amortize the capital cost over _____ years with an annual capitalization expense of _____ dollars / year.

- b) 20 Year Term with No Optional Renewals:
Amortize the capital cost over _____ years with an annual capitalization expense of _____ dollars / year.

FORM 2

PRICE FOR OPTION A: COMPLIANCE MAINTENANCE, COUNTY LANDFILL OPERATIONS, SITE MAINTENANCE, SITE LEACHATE SYSTEM AND CONSTRUCTED WETLANDS OPERATION AND MAINTENANCE

Proposer may submit a comprehensive offer that includes compliance maintenance operations of county landfill (including active acceptance of asbestos), landfill site maintenance, and operations and management of the County constructed wetland and leachate systems. Services should include, but are not limited to, all resources, labor, equipment, fuel, parts, supplies, office furnishings, etc. that make up total costs associated with operating the landfill, as defined herein; *exclusive of scale operations and maintenance.*

OPTION A:		
Price is for first year of Contracted Service		
	10 Yr Initial Term W/ 2 Potential 5 Yr Renewals	20 Yr Term W/ No Potential Renewals
1. Annual Landfill Compliance Maintenance, Operations, Site Maintenance, Leachate System Operations and Maintenance, and Constructed Wetlands Maintenance Service Fee	\$/Year	\$/Year
2. Operations Adjustment Formula The Landfill Compliance Maintenance, Operations, Site Maintenance, Leachate System Operations and Maintenance, and Constructed Wetlands Maintenance annual service fee shall be adjusted once annually during the Term on January 31st, by ____% of the increase, if any, in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, South Urban Area for the most recently available twelve month period prior to the effective date of the increase.	% of the increase	% of the increase
Price is for Life of Contract		
3. Landfill Infrastructure Capital Expenditures (engineering, cell construction and / or closure, landfill gas well field and flaring system, leachate system upgrade to comply with new regulatory requirements, etc.)	Actual Project Cost + ____%	Actual Project Cost + ____%

Proposer should explain below all obligations of the County that are proposed in order to achieve the prices stated above. All additional fees, payments, or services should be explained in line item detail.

FORM 3

PRICE FOR OPTION B: HOUSEHOLD HAZARDOUS WASTE (HHW) AND ELECTRONIC WASTE COLLECTION SITE

Proposer may submit a comprehensive offer for a permanent HHW Collection Center to be located within NHC. The permanent HHW site to have a covered drop off area and waste storage facility with containment capacity and containment for waste segregation of collected materials that meets all state, local, and federal requirements for waste storage. Services shall include, but not be limited to, all resources necessary for safe site operation, cleaning, maintenance, record keeping, transportation and disposal / recycling of Hazardous Waste as defined by the Federal or North Carolina Governments.

OPTION B:				
Prices are for first year of Contracted Service				
			10 Yr Initial Term W/ 2 Potential 5 Yr Renewals	20 Yr Term W/ No Potential Renewals
			\$ / Year	\$ / Year
1. Annual HHW and E-Waste Fee				
2. Operations Adjustment Formula The HHW annual service fee shall be adjusted once annually during the Term on January 31st, by ____% of the increase, if any, in the Bureau of Labor Statistics, Consumer Price Index ,All Urban Consumers, South Urban Area for the most recently available twelve month period prior to the effective date of the increase.			% of the increase	% of the increase
DESCRIPTION	UNIT	DISPOSAL METHOD	COST/(CREDIT)	COST/(CREDIT)
Paint – Oil based, flammable	55 gal drum			
	cu. yd. box			
Paint – Water based latex	55 gal drum			
	cu. yd. box			
Aerosols, all types, loose pack	55 gal drum			
Motor Oil	55 gal drum			
Cooking Oil	55 gal drum			
Batteries, Alkaline	30 gal drum			
	55 gal drum			
Batteries, Primary Lithium	5 gal pail			
Batteries, Rechargeable (NiCd, Li-Ion, NiMH)	30 gal drum			
	55 gal drum			
Batteries, Lead Acid (SLA)	Per pound			
Antifreeze, ethylene glycol	55 gal drum			
			10 Yr Initial Term W/	20 Yr Term W/

FORM 4

PRICE FOR OPTION C: OPERATIONS AND MAINTENANCE OF UP TO SEVEN (7) PUBLIC RECYCLING DROP-OFF CENTERS, TWO (2) GOVERNMENT FACILITIES, TRANSFER, HAULING, PROCESSING, AND MARKETING OF RECYCLABLES

Proposer may submit a comprehensive offer that includes containers, container placement, site monitoring and maintenance, recycling waste acceptance, collection of materials from sites, material consolidation (if necessary), hauling, processing / recycling, and marketing of the County’s Recyclables. Proposer will weigh and record the amount collected by category. It will provide the County with monthly tonnage reports by type of material collected. Services should include, but are not limited to, all resources, labor, equipment, fuel, parts, supplies, office furnishings, etc. that make up total costs associated with providing the services as defined herein.

OPTION C:		
Prices are for first year of Contracted Service		
	10 Yr Initial Term W/ 2 Potential 5 Yr Renewals	20 Yr Term W/ No Potential Renewals
1. Recycling Convenience Site Operation, Processing, and Marketing	\$ / Ton	\$ / Ton
2. Collection of Recycling from Convenience Sites	\$ / Ton	\$ / Ton
3. Total Price for Recycling Convenience Site Operation, Collection, Processing, and Marketing of Recyclables (should equal total of 1+ 2)	\$ / Ton	\$ / Ton
8. Fuel Adjustment Formula The Collection of Recycling from Convenience Sites per ton service fee is based on \$____ / gallon price for On-Highway Diesel – All Types for the Lower Atlantic (PADD 1C) area as reported by the U.S. Department of Energy, Energy Information Administration. Each ____¢ / gallon increase shall increase the collection from convenience site per ton service fee by 1%. Calculations shall be made on the first day of each month based upon the price for the previous Monday (or Tuesday if Monday is a Federal holiday).	¢ / 1% incr.	¢ / 1% incr.
4. Operations Adjustment Formula The Recycling Convenience Site Operation, Processing, and Marketing per ton service fee shall be adjusted once annually during the Term on January 31st, by ____% of the increase, if any, in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, South Urban Area for the most recently available twelve month period prior to the effective date of the increase.	% of the increase	% of the increase

If applicable, describe how credits to the County for payments for materials processed and sold will be determined and / or applied.

Proposer should explain below all obligations of the County that are proposed in order to achieve the prices stated above. All additional fees, payments, or services should be explained in line item detail.

If the vehicles to be used are propane or CNG, please indicate what the proposed fuel adjustment will be.

If the Collection Fleet will be mixed, then the proposer will be required to provide the County will a % of the fleet utilizing diesel on the first day of each month. Fuel adjustments will be applied as appropriate based on the % of fleet eligible for each fuel adjustment (Diesel, propane, CNG).

FORM 6

PRICE FOR OPTION E: OPERATIONS AND MANGAEMENT OF A CONSTRUCTION AND DEMOLITION DIVERSION AND RECYCLING SITE

OPTION E:		
Prices are for first year of Contracted Service		
	10 Yr Initial Term W/ 2 Potential 5 Yr Renewals	20 Yr Term W/ No Potential Renewals
1. Construction and Demolition Waste Sorting, Processing, and Marketing	\$ / Ton	\$ / Ton
2. Operations Adjustment Formula The Construction & Demolition Waste Sorting, Processing and Marketing per ton service fee shall be adjusted once annually during the Term on January 31st, by ____% of the increase, if any, in the Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, South Urban Area for the most recently available twelve month period prior to the effective date of the increase.	% of the increase	% of the increase

Proposer should explain below all obligations of the County that are proposed in order to achieve the prices stated above. All additional fees, payments, or services or credits back to the County should be explained in line item detail.

FORM A

CONTRACTOR QUALIFICATION FORM

The undersigned certifies under oath that the information herein is true and sufficiently complete so as not to be misleading. Furnishing incomplete, misleading or false information herein shall result in disqualification for present and future New Hanover County projects, as well as result in imposition of any and all legal remedies and sanctions.

The Undersigned certifies that the following information is accurate and complete:

CONTACT INFORMATION:

Company Name: _____

Attention: _____

Address: _____

Address: _____

Phone: _____ Fax: _____ Cell phone: _____

E-Mail: _____

Principal Office Local: _____

Type of Work:

___ General Contractor ___ Plumbing ___ HVAC ___ Electrical ___ / Other _____

Status of Firm:

___ Corporation ___ LLC ___ Sole Proprietorship ___ Partnership ___ Joint Venture

NATURE OF ENTITY:

If the contractor is structured as a *Corporation* provide:

The date of incorporation	_____
The state of incorporation	_____
The name of Corp. President	_____
The name of Corp. V. P.	_____
The name of Corp. Secretary	_____
The name of Corp. Treasurer	_____

If the contractor is structured as an *LLC* provide:

The date of incorporation _____
The state of incorporation _____
The name of Manager _____
The name of Member _____

If the contractor is *individually* owned, provide:

The date of organization _____
Name of Owner _____

If the contractor is structured as a *partnership*, provide:

The date of organization _____
Type of partnership _____
Names of general partners' _____

If the contractor is structured as *some other form of organization*, (*i.e. Joint Venture*)
Describe it and provide the name(s) of the directing individuals:

CONTRACTOR'S HISTORY

How long has the applying entity been in the contracting business? _____

How long has the said entity been operating under the current name? _____

CONTRACTOR'S EXPERIENCE:

Please list the types of work customarily performed by the contractor without assistance from outside persons or entities.

EXPERIENCE OF PRIMARY INDIVIDUALS:

Please describe the experience of the primary person(s) with the contractor and describe the most significant projects on which the person(s) is/are currently working.

LICENSING & REGISTRATION:

List geographical areas in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable, and describe the areas of practice included in the certification.

RECENT PROJECTS:

Please list and describe those major completed projects in which the contractor has been involved during the last 5 years. Please include the name, owner, architect, contract amount and the date of completion. Please indicate whether each is a construction project or a long term service operations project, or other. (You may attach a project summary list)

What percentage of the work described in the paragraph above or attachment was performed by the contractor's own efforts or those of its employees? _____

DISPUTES & LITIGATION:

Has the applying contractor filed any lawsuits or instigated other litigation or arbitration, etc. with regard to construction contracts within the last seven years? _____

If yes, please describe:

Do any judgments, claims arbitration proceedings exist or are there suits pending or outstanding against the applying contractor or its officers? _____

If yes, please describe:

Has the applying contractor ever failed to complete any work on the job which it has successfully bid? _____

Has anyone currently serving as a principal or director of the subject contractor, during the last seven years, served as a principal or director of another contractor which failed to perform a job which was awarded to it? _____

CURRENT PROJECTS:

List major currently ongoing undertakings, including identity of job, location, customer, type of project (construction, service operations or other), agreed amount to complete, stage of progress and scheduled completion.

Estimate as closely as possible the total worth of work in progress. \$ _____

REFERENCES:

Please provide the following references:

Professional references; i.e. those who can speak to the contractor's qualifications as a tradesman.

Financial references; e.g. banks, creditors, etc.

Surety information:

Bonding company identification: _____

Agent's Name and address: _____

CONTRACTOR PRE-QUALIFICATION CHECKLIST

The undersigned certifies under oath that the information herein is true and sufficiently complete so as not to be misleading. Furnishing incomplete, misleading or false information herein shall result in disqualification for present and future New Hanover County projects, as well as result in imposition of any and all legal remedies and sanctions.

Please answer either "YES" or "NO" for the following questions:

- _____ 1. Have you or your organization even been declared in default on any contract with any public body in accordance with the General Conditions and Supplementary General Conditions of that contract in The State of North Carolina completed within the last three (5) years.
- _____ 2. Have you or your organization ever failed to complete an outstanding contract?
- _____ 3. Have you or your organization ever failed to comply with pre- qualification requirements?
- _____ 4. Have you or your organization ever submitted more than one bid for the same work from an individual, partnership, joint venture or corporation under the same or different name?
- _____ 5. Have you or your organization ever colluded with other bidders or been disqualified because of evidence of collusion?
- _____ 6. Have you or your organization ever failed to furnish a non-collusion affidavit upon request?
- _____ 7. Have you or your organization ever declared bankruptcy or insolvency or been declared

bankrupt or insolvent?

- _____ 8. Have you or your organization ever failed to comply with conditions of a minority MBE/WBE/DBE program?
 - _____ 9. Have you or your organization ever failed to return overpayments to a Project Owner as directed by the Project Architect on any public project?
 - _____ 10. Is your organization participating at present in any outstanding claim against a Project Owner for any construction project?
 - _____ 11. Have you or your organization ever failed to comply with a written order of a Project Owner or Project Architect?
 - _____ 12. Have you or your organization ever failed to satisfactorily complete a project, resulting in surrender of the Performance Bond to meet the company's obligations?
- (If you have responded "Yes" to questions #1-12, please attached a sheet with an explanation)**
- _____ 13. Have you and/or your organization fully and promptly paid all subcontractors and suppliers on any construction project?
 - _____ 14. Do you or your organization have all requisite licenses and qualifications to do business in the State of North Carolina?

SIGNATURE AND NOTARIZATION:

_____ Company Name

By: _____ Signature

_____ Print Name and Title

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the State and County aforesaid, certify that _____, personally came before me this day being duly sworn, deposes and states that the information provided herein is true and sufficiently complete, and is not misleading, and acknowledges the due execution of the foregoing instrument.

WITNESS my hand and official seal, this _____ day of _____, 20____.

Notary Public

My commission expires: _____

REQUIRED DOCUMENTS

LIST OF THREE (3) PROJECTS COMPLETED DURING THE PREVIOUS 5 YEARS.

PROJECT NAME	PROJECT DESCRIPTION/ TYPE	OWNER	LOCATION	DATE COMPLETED

SUBMIT THREE (3) REFERENCES FROM THESE PROJECTS

*See reference form to follow *

Please send the **New Hanover County Qualification Reference Form** to your previous project managers asking them to complete the reference and return it directly to you for inclusion in your RFP submittal.

Steps of the qualifying process:

Once **all** of your documents have been received which include:

- Signed/notarized application from the applying company.
- 3 references for your company;

the review team will meet to review your file and check references, etc.

Note: All bid pre-qualification documents, including completed reference forms, must be submitted as part of the RFP response.

(For Office Use Only)

NHC Review Date: _____ Approved Delay Disapprove

If Delayed or Disapproved, State Reason:

Reviewed by: _____



New Hanover County Attorney
230 Government Center Drive – Suite # 125
Wilmington, NC 28403
Phone: 910-798-7153 ~ Fax 798-7157

NEW HANOVER COUNTY ~ QUALIFICATION REFERENCE FORM

Statement to Project Owner:

In an effort to foster a high standard of quality in our projects and in conformance with established standards of qualifying contractors, we would like to confirm a proven management history of concern to detail, quality craftsmanship, timely adherence to schedule completion, and job site safety for the companies we contract with on our capital projects and/or long term service operations projects. To that end we have asked that each project bidder provide the names of three previous construction/renovation/service operations project owners as references. We are requiring that said references be completed on this form provided herein. Furthermore, the authority making reference should be a director, administrator or vice-president of Engineering, Facilities, Operations or Construction and should be available for a simple follow-up phone call from the County. Please help us by answering the following questions to the best of your knowledge.

Referenced by:

Name: _____

Title: _____

Company/Institution: _____

Address: _____

City: _____ State: _____

Phone: _____ Fax: _____ E-mail: _____

Name of Project Referenced: _____

Dollar Value: (Approx.) _____

Date of Completion: _____

Reference Requested by (Company Name): _____

*Upon completion of the entire form, please fax (910) 798-7157 or mail (see above) the information **DIRECT** to the County Attorney. Thank you*

1. Has this company provided a high standard of quality in its craftsmanship, installation and/or provision of services?

Completely Mostly Somewhat Not At All

Comments:

2. Has this company displayed a concern to their installations/services that exemplifies first class workmanship/service?

Completely Mostly Somewhat Not At All

Comments:

3. Was the project work always supervised with a skilled professional?

Completely Mostly Somewhat Not At All

Comments:

4. Did the project supervisor take responsible charge to coordinate the work and solve problems in the field as they were encountered?

Completely Mostly Somewhat Not At All

Comments:

5. Did the supervisor and the workmen exercise a constant concern for safety, complying with OSHA and other safety standards and practices at all times?

Completely Mostly Somewhat Not At All

Comments:

6. Did the company display a cooperative attitude working with other contractors, the architect/engineer and the owner?

Completely Mostly Somewhat Not At All

Comments:

7. Was the project schedule followed and the completion date achieved as planned?

Completely Mostly Somewhat Not At All

Comments:

8. Did the contractor thoroughly punch out his own work with particular attention to the details prior to asking for an architectural/engineering inspection?

Completely Mostly Somewhat Not At All

Comments:

9. Did the architect/engineer return to check the "completed" punch list work more than twice?

Completely Mostly Somewhat Not At All

Comments:

10. Was the punch list completed after occupancy in;

15 Days 30 Days 45 Days More than 45 Days

Comment:

11. Were the sub-contractors hired by this company well informed with regard to

the project contract requirements?

Completely Mostly Somewhat Not At All

Comments:

12. Did these sub-contractors provide a standard of quality installation/service that exemplifies first class workmanship/services?

Completely Mostly Somewhat Not At All

Comments:

13. Did these sub-contractors provide professional supervision over their work and employees?

Completely Mostly Somewhat Not At All

Comments:

14. Did these sub-contractors exercise a constant concern for safety in executing their work by complying with OSHA and other standards at all times?

Completely Mostly Somewhat Not At All

Comments:

15. Did the company clearly understand the technical requirements of their work and therefore exhibit a familiarity with the systems and components of their contract?

Completely Mostly Somewhat Not At All

Comments:

16. Did the company make every effort to ask for clarifications of “gray areas” in the contract documents before they executed work for which they had doubts or concerns?

Completely Mostly Somewhat Not At All

Comments:

17. Did the Contractor display a willingness to work with the Owner to safeguard ongoing operations?

Completely Mostly Somewhat Not At All

Comments:

18. Did the contractor return pricing information on contract extras in a quick and responsive manner?

Completely Mostly Somewhat Not At All

Comments:

19. Did the project Engineer/Architect determine that the change order requests for additional time and/or compensation should be granted?

Completely Mostly Somewhat Not At All

Comments:

20. Were changes successfully negotiated without resorting to contractor’s claims, arbitration or litigation?

Completely Mostly Somewhat Not At All

Comments:

21. Did the company make an effort to manage the construction/service changes to the project work in a time effective manner?

Completely Mostly Somewhat Not At All

Comments:

22. Did the contractor make a reasonable effort to provide periodic and regular project clean up?

Completely Mostly Somewhat Not At All

Comments:

23. Did the contractor make an effort to maintain the cleanliness and on-going operations of any adjacent occupied space that may have been affected by dust, foot traffic, above ceiling work, etc. as part of the project

Completely Mostly Somewhat Not At All

Comments:

24. Was the permitting process completed smoothly, and did the contractor ensure all required permits were obtained without your organization's intervention?

Completely Mostly Somewhat Not At All

Comments:

25. Did you receive any customer, sub-contractor or employee complaints either during construction, or, if applicable, during the long term service operations?

Yes, several (note below) Only minor issues (examples below) \ None At All

Comments:

26. Were any financial issues noted, either during construction or, if applicable, during payment of long term service operation agreements?

Yes, several (note below) Only minor issues (examples below) \ None At All

Comments:

27. If applicable, did the contractor ensure all environmental compliance matters were handled proactively, rather than on an environmental issue resolution basis? (Please describe any occurrences below)

Completely Mostly Somewhat Not At All

Comments:

28. Did the contractor communicate effectively and regularly with you and/or your staff or consultants during the project?

Completely Mostly Somewhat Not At All

Comments:

Reference Form Completed By:

Date:

Contact Phone Number:

E-Mail Address:

Please Include
Company Business Card

FORM C

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

THIS FORM SHALL BE EXECUTED BY AN OFFICIAL AUTHORIZED TO BIND THE OFFEROR, DETACHED, AND MADE A PART OF ITS PROPOSAL.

During the performance of this contract, the Bidder agrees as follows:

1. The Bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Bidder. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Bidder, in all solicitations or advertisements for employees placed by or on behalf of the contract, shall state that such Bidder is an equal opportunity employer.
3. Notices, advertisements, and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Bidder shall include the provisions of the foregoing Paragraphs 1, 2, and 3 above in every sub-contract or purchase order so that the provisions shall be binding upon each sub-contract or vendor.

Authorized Signature

Title

Date

FORM D

ANTI-BRIBERY AFFIRMATION & AFFIDAVIT OF QUALIFICATION TO PROPOSE

THIS FORM SHALL BE EXECUTED BY AN OFFICIAL AUTHORIZED TO BIND THE PROPOSER, DETACHED, AND MADE A PART OF ITS PROPOSAL.

I hereby affirm that:

1. I am the _____ and the authorized representative of
(Title)

the firm of _____ whose
(Name of Corporation)

address is _____ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

2. Except as described in Paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining contracts with the State or County, or County department, or sub-division of the State have been convicted of, or have been pleaded nolo contendere to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the state of North Carolina or under the laws of any State or the Federal government (conduct prior to January 1, 1990 is not required to be reported).

3. State "none" or, as appropriate, list any conviction plea, or admission described in Paragraph 2 above, with the date court, official, or administrative body the individuals involved and their position with the firm, and the sentence or disposition, if any.

4. I acknowledge that this affidavit is to be furnished to the County and, where appropriate, to the Attorney General of the state of North Carolina.

5. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit knowing that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or sub-divisions.

**ANTI-BRIBERY AFFIRMATION & AFFIDAVIT OF QUALIFICATION TO PROPOSE
(Continued)**

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Authorized Signature

Title Date

**FORM E
NEW HANOVER COUNTY
SOLID WASTE SERVICES BID**

STATEMENT OF ASSURANCES AND COMPLIANCE

The bidder hereby provides assurance that the firm represented in this bid, as indicated below:

- 1) Will comply with all requirements, stipulations, terms, and conditions as stated in the request for proposal and bid document:
- 2) Currently complies with all applicable Local, State and Federal Laws:
- 3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted, and shall fully and completely comply with all applicable Federal and State laws, rules, and regulations pertaining to illegal price discrimination and lessening competition and/or creation of monopoly, including but not limited to, the Sherman Antitrust Act, the Clayton Antitrust Act, and the Robinson-Patman Act; and
- 4) The undersigned has carefully examined the Instructions to Bidders, New Hanover County RFP 14-0190, dated November 19, 2013, including the following addenda:

ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____
ADDENDUM # _____ DATED _____ ; and

- 5) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

Name of Firm

Name of Firm Representative

Title

Address of Firm

Telephone Number

Date

State of Incorporation