

**FRANKLIN COUNTY SOLID WASTE MANAGEMENT DEPARTMENT
LOUISBURG, NORTH CAROLINA
REQUEST FOR PROPOSAL
MANAGEMENT/SUPERVISION OF THE FRANKLIN COUNTY
SOLID WASTE CONVENIENCE CENTERS**

I. INTRODUCTION

The Franklin County Solid Waste Department, Louisburg, North Carolina, herein referred to as Franklin County, hereby request proposals from firms or organizations to provide for the management/supervision of the twelve county convenience centers. The convenience centers provide solid waste and recycling services in the unincorporated areas of Franklin County.

I. GENERAL INFORMATION

- A. Franklin County desires to contract a company that can provide for the management/supervision of all twelve county convenience centers. The Contractor will also include an optional maintenance and service program for the compactor unit at each site.
- B. The initial contract will be for a three (3) year period, with options to renew for two (2) additional one (1) year periods. The initial contract period will encompass the period of February 1, 2000 to January 31, 2003. The terms of the contract will be reviewed on an annual basis and contract revisions will be implemented based on the mutual consent of the Contractor and Franklin County.
- C. An annual adjustment rate equal to the South Region Consumer Price Index (CPI) published by the U.S. Department of Labor will be allowed. The request for the adjustment must be made sixty (60) days prior to the anniversary date of the contract.
- D. This contract can be canceled for unsatisfactory performance with a thirty (30) day written notice.
- E. The Franklin County Board of Commissioners reserves the right to reject any or all proposals.
- F. The contract award will be based on the most responsible proposal that is in the best interest of Franklin County.

- G. All proposals shall be sealed. The envelope containing the proposal shall be clearly marked and identified as: Proposal For The Management/Supervision Of The Franklin County Solid Waste Convenience Centers. All proposals shall be received by 2:00 PM on Thursday, November 18, 1999, at which time they will be opened and read aloud.
- H. The Contractor selected will meet all requirements of this proposal.
- I. The management/supervision of the convenience centers will be provided year round, excluding predetermined holidays established by Franklin County. Franklin County exercises the right to close sites during extreme adverse weather conditions.
- J. Franklin County has twelve (12) convenience centers. Eleven of the convenience centers are positioned in strategic locations around the county, and one convenience center is located at the Franklin County Solid Waste Transfer Station. (See Attachment A for the location of all 12 convenience centers).
- K. Franklin County currently owns all solid waste and recycling containers with the exception of the containers for newspaper and magazines. They are provided by the News and Observer. Each convenience center has a minimum of equipment as follows: a compactor unit, a 40 cubic yard enclosed solid waste container, 2 open top rolloffs (25 or 30 cubic yards), for bulky solid waste, a 25 cubic yard three sectioned glass recycling container, a 40 cubic yard enclosed plastic bottle recycling container, one 8 cubic yard container for aluminum and multiple 8 cubic yard containers for cardboard. There are additional containers available to be used as switch out units (A detailed list of containers by site is shown in Attachment B).

III. SCOPE OF SERVICES AND CONTRACT REQUIREMENTS

- A. The contractor must comply with all rules and regulations established by the local, state and federal laws. The contractor shall be responsible for all permits required to operate this service.
- B. Franklin County will provide all equipment needed for the management/supervision of the county convenience centers, with the exception of the newspaper and magazine containers that are currently provided by The News & Observer.

- C. The Contractor will be responsible for the management/supervision of the convenience centers. Management/Supervision includes a site attendant on duty during all hours of operation at each site. The site attendant duties will include the supervision of the separation of all recycled materials, monitoring the disposal of all solid waste, operation of the compactor, dumping of all full containers (call the county solid waste department to report full containers), reporting needed repairs for equipment, keeping the site clean (inside the fence), and giving instructions to the users of the facility in regard to proper sorting methods and materials preparation. The Contractor will also provide all utilities for the site (telephone, electricity, portable bathroom, and uniforms)The convenience centers will be open 69 hours per week. The Hours of Operation are: Monday through Saturday 7:00 AM to 6:30 PM. The Contractor will assure compliance with all county ordinances and policies governing the operation of the convenience centers.
- D. The Contractor shall be required to keep records and submit reports to comply with Franklin County's reporting requirements. Reports include maintenance and repair records for the compactor unit per site, the need for repairs on county containers per site, and complaints or problems per site.
- E. The contractor shall designate a contact person or persons and provide a telephone number where the contact person can be reached at all times, including weekends. The contact person will be called to report any problems or to request needed repairs for the compactor unit..
- F. The Contractor must be equipped and ready to initiate the hauling contract at all twelve (12) convenience centers beginning February 1, 2000.
- G. The Contractor shall not sublet or assign this contract in whole or part without the written authorization of Franklin County.
- I. Protection to the Franklin County
1. Compliance with laws: The Contractor shall conduct operations under this contract in compliance with all applicable laws.
 2. The Contractor shall not discriminate against any person because of race, sex, age, color, religion, or national origin.
 3. The Contractor will indemnify, save harmless, and exempt the county, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees incident to any work done in the

performance of the contract arising out a willful or negligent act or omission of the Contractor, its officers, agents, and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the County, its officers, agents, and employees.

4. The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the State of North Carolina or Franklin County.
5. The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability, and Property Damage insurance, including contractual liability coverage for the provisions of the 3 items above. All insurance shall be by the insurers and for the policy limits acceptable to Franklin County. Before commencement of work hereunder the Contractor agrees to furnish Franklin County certificates of insurance or other evidence satisfactory to Franklin County to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations.

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty (30) days prior written notice will be given to Franklin County."

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

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$100,000
Bodily Injury Liability (except automotive)	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability (except automotive)	\$1,000,000 each occurrence \$3,000,000 aggregate

Automotive Bodily Injury Liability	\$1,000,000 each person \$3,000,00 each occurrence
Automotive Property Damage Liability	\$1,000,000 each occurrence
Excess Property and Accident Liability	\$3,000,000 each occurrence

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

6.
 - a. No proposal from a private contractor shall be considered or accepted unless at the time of its filing it is accompanied by a deposit equal not less than 5% of the proposed annual cost. The deposit may be in the form of cash, cashiers check, certified check, or a bid bond executed by a corporate surety authorized to do business in North Carolina. This deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory surety as required herein.
 - b. Premium for the bond described above shall be paid by the Contractor. A certificate from the surety company showing that the bond premiums are paid in full shall accompany the bond.
 - c. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in this state.
 - d. The company to whom the contract is awarded will be required to furnish a performance and payment bond, executed by a corporate surety authorized to do business in North Carolina, in the full amount of the contract as provided in Article 3 of Chapter 44A of the N.C. General Statutes.

J. Agreement

1. Term of Contract

The term of this agreement shall be for the period beginning February 1, 2000 and ending January 31, 2003, with options to renew for two (2) additional one (1) year periods, unless canceled due to unsatisfactory performance by the Contractor, or due to non-appropriation of funds by the Franklin County Board of Commissioners. The parties hereto may modify or amend the scope of services by mutual agreement.

Such agreement shall be made in writing at least 30 days prior to expiration of the current term. This agreement may be terminated by either party hereto at the end of the initial term or any extension thereof, any giving written notice not less than 30 days prior to the expiration of the current term.

2. Change in Cost of Doing Business

Any request for compensation adjustment, including the Consumer Price Index adjustment, must be submitted, in writing, sixty (60) days prior to the anniversary date of the contract.

3. Failure to Appropriate Funds

All contracts shall be considered null and void if county appropriations to fund the implementation or continuance of a contract are not approved by the Franklin County Board of Commissioners.

4. Liquidated Damages

Franklin County shall notify the Contractor of each reported violation of the contract. Such notice shall be given in writing and reported to the contractor's representative by telephone. It shall be the duty of the contractor to take whatever steps necessary to remedy the cause of the complaint and notify Franklin County within twenty four (24) hours after the receipt of complaint, confirming action taken. Failure to remedy the cause of the complaint shall be considered a breach of this agreement for the purposes of computing damages under this section, and it is agreed that Franklin County may deduct from payments due or to become due to the contractor, the following amounts as liquidated damages:

- a. Failure to provide adequate management/supervision services for any or all of the twelve convenience centers. Each occurrence \$200.00 liquidated damages.
- b. Failure or neglect to correct chronic problems will be considered as a breach of the contract. Chronic complaints shall be three or more similar instances within a 30 day period.

IV. Proposals (Minimum Inclusions)

- A. All proposals shall contain explicit assurance that all conditions of service and contract requirements contained herein will be met.
- B. The price quote will include a price listing the cost for the onsite management/supervision of the convenience centers. This includes the cost of the site attendant and all necessary cost involved in operating the site.
- C. A separate quote price will be listed for a maintenance and service program for the compactor unit only. This will include a service schedule plus all cost listed, and labor price (per hour) for repairs with additional cost for parts to be added. Franklin County reserves the right to consider this program separate from the management/supervision fee. Franklin County reserves the right to accept or reject this proposal separate from the management/ supervision contract.
- D. The Contractor must show by past performance that their company is capable of performing a contract of this magnitude. A listing of other cities, towns, or communities, including contact persons (indicate title, and telephone numbers), where your organization now provides similar services must be included in the proposal.
- E. A complete description of how the Contractor will provide for the operation of the convenience center, to include equipment and personnel to be used, and a complete schedule to provide all necessary services.
- F. Any exemptions to the conditions or specifications required by this proposal shall be listed.

**G. These are the minimum qualifications that a response must fulfill.
However, exceptions to any conditions may be submitted as
alternatives to the base proposal.**

For more information contact:

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County Manager
113 Market Street
Louisburg, NC 27549
Office-919-496-5994
Fax -919-496-1683

John G. Faulkner
Solid Waste Department
113 Market Street
Louisburg, NC 27549
Office-919-496-5002
Cellular-919-496-9690
Fax-919-496-1683

INSTRUCTIONS TO BIDDERS

Please complete the enclosed form and return to the office of the County Manger, located at 113 Market Street in Louisburg, North Carolina, not later than 2:00 PM, on Thursday, November 20, 1999, at which time all proposals shall be opened and read aloud.

Award will be made on the basis of the lowest responsible bidder who, in the opinion of the Franklin County Board of Commissioners, is best qualified to fulfill the terms of the proposal, taking into consideration the past history of its quality and performance.

Proposals must be sealed, with the envelope clearly marked:

“PROPOSAL FOR THE MANAGEMENT/SUPERVISION OF THE FRANKLIN COUNTY CONVENIENCE CENTERS”

“No proposal shall be considered or accepted unless at the time of its filing, it is accompanied by a deposit equal to not less than 5% of the proposal.” The proposal deposit may be in the following forms: Cash, Cashier’s Check, Certified Check or a bid bond by a surety licensed in North Carolina. “This deposit shall be retained if the successful bidder fails to execute the contract within 10 days after the award or fails to give satisfactory surety as required herein.”

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

All proposals must be submitted on forms provided by the Office of the County Manager. Franklin County reserves the right to reject any or all bids and proposals in their entirety or portions thereof where the bids are severable.

Direct any inquiries about the specifications for the bid to John Faulkner, Solid Waste Manager at 919-496-5002

List of containers at each convenience center:

#1-Youngsville Site

- Stationary Compactor Unit-2.25 cubic yard hopper.
- 1 40 cubic yard enclosed compactor container for bagged or soft garbage.
- 2 open top rolloff containers for bulky solid waste.
- 1 40 cubic yard enclosed rolloff container for plastic bottle recycling (sliding side doors).
- 1 25 cubic yard three sectioned rolloff container for glass recycling.
- 1 8 cubic yard slant top front end container for aluminum recycling.
- 4-8 cubic yard slant top front end containers for corrugated cardboard

#2-Mitchiner's Cross Roads Site

- Stationary Compactor Unit-2.25 cubic yard hopper.
- 1 40 cubic yard enclosed compactor container for bagged or soft garbage.
- 2 open top rolloff containers for bulky solid waste.
- 1 40 cubic yard enclosed rolloff container for plastic bottle recycling (sliding side doors).
- 1 25 cubic yard three sectioned rolloff container for glass recycling.
- 1 8 cubic yard slant top front end container for aluminum recycling.
- 3-8 cubic yard slant top front end containers for corrugated cardboard

#3-Rocky Ford Site

- Stationary Compactor Unit-2.25 cubic yard hopper.
- 1 40 cubic yard enclosed compactor container for bagged or soft garbage.
- 2 open top rolloff containers for bulky solid waste.
- 1 40 cubic yard enclosed rolloff container for plastic bottle recycling (sliding side doors).
- 1 25 cubic yard three sectioned rolloff container for glass recycling.
- 1 8 cubic yard slant top front end container for aluminum recycling.
- 2-8 cubic yard slant top front end containers for corrugated cardboard

#4-Moulton Site

- Stationary Compactor Unit-2.25 cubic yard hopper.
- 1 40 cubic yard enclosed compactor container for bagged or soft garbage.
- 2 open top rolloff containers for bulky solid waste.
- 1 40 cubic yard enclosed rolloff container for plastic bottle recycling (sliding side doors).
- 1 25 cubic yard three sectioned rolloff container for glass recycling.
- 1 8 cubic yard slant top front end container for aluminum recycling.
- 3-8 cubic yard slant top front end containers for corrugated cardboard

#5-Gupton Site

- Stationary Compactor Unit-2.25 cubic yard hopper.
- 1 40 cubic yard enclosed compactor container for bagged or soft garbage.
- 2 open top rolloff containers for bulky solid waste.
- 1 40 cubic yard enclosed rolloff container for plastic bottle recycling (sliding side doors).
- 1 25 cubic yard three sectioned rolloff container for glass recycling.
- 1 8 cubic yard slant top front end container for aluminum recycling.
- 1-8 cubic yard slant top front end containers for corrugated cardboard

#6-Highway 58 Site

- Stationary Compactor Unit-2.25 cubic yard hopper.
- 1 40 cubic yard enclosed compactor container for bagged or soft garbage.
- 2 open top rolloff containers for bulky solid waste.
- 1 40 cubic yard enclosed rolloff container for plastic bottle recycling (sliding side doors).
- 1 25 cubic yard three sectioned rolloff container for glass recycling.
- 1 8 cubic yard slant top front end container for aluminum recycling.
- 1-8 cubic yard slant top front end containers for corrugated cardboard

#7-Highway 56 Site

- Stationary Compactor Unit-2.25 cubic yard hopper.
- 1 40 cubic yard enclosed compactor container for bagged or soft garbage.
- 2 open top rolloff containers for bulky solid waste.
- 1 40 cubic yard enclosed rolloff container for plastic bottle recycling (sliding side doors).
- 1 25 cubic yard three sectioned rolloff container for glass recycling.
- 1 8 cubic yard slant top front end container for aluminum recycling.
- 3-8 cubic yard slant top front end containers for corrugated cardboard

#8-Highway 39 Site

- Stationary Compactor Unit-2.25 cubic yard hopper.
- 1 40 cubic yard enclosed compactor container for bagged or soft garbage.
- 2 open top rolloff containers for bulky solid waste.
- 1 40 cubic yard enclosed rolloff container for plastic bottle recycling (sliding side doors).
- 1 25 cubic yard three sectioned rolloff container for glass recycling.
- 1 8 cubic yard slant top front end container for aluminum recycling.
- 3-8 cubic yard slant top front end containers for corrugated cardboard

#9-Five Points Site

- Stationary Compactor Unit-2.25 cubic yard hopper.
- 1 40 cubic yard enclosed compactor container for bagged or soft garbage.
- 2 open top rolloff containers for bulky solid waste.
- 1 40 cubic yard enclosed rolloff container for plastic bottle recycling (sliding side doors).
- 1 25 cubic yard three sectioned rolloff container for glass recycling.
- 1 8 cubic yard slant top front end container for aluminum recycling.
- 5-8 cubic yard slant top front end containers for corrugated cardboard

#10-Lake Royal Site

- Stationary Compactor Unit-2.25 cubic yard hopper.
- 1 40 cubic yard enclosed compactor container for bagged or soft garbage.
- 2 open top rolloff containers for bulky solid waste.
- 1 40 cubic yard enclosed rolloff container for plastic bottle recycling (sliding side doors).
- 1 25 cubic yard three sectioned rolloff container for glass recycling.
- 1 8 cubic yard slant top front end container for aluminum recycling.
- 1-8 cubic yard slot top front end container for corrugated cardboard

#11-Pilot Site

- Stationary Compactor Unit-2.25 cubic yard hopper.
- 1 40 cubic yard enclosed compactor container for bagged or soft garbage.
- 2 open top rolloff containers for bulky solid waste.
- 1 40 cubic yard enclosed rolloff container for plastic bottle recycling (sliding side doors).
- 1 25 cubic yard three sectioned rolloff container for glass recycling.
- 1 8 cubic yard slant top front end container for aluminum recycling.
- 4-8 cubic yard slant top front end containers for corrugated cardboard

#12-Landfill Site

- Stationary Compactor Unit-2.25 cubic yard hopper.
- 1 30 cubic yard enclosed compactor container for bagged or soft garbage.
- 4 40 cubic yard open top rolloff containers for bulky solid waste.
- 1 25 cubic yard three sectioned rolloff container for glass recycling.
- 1 25 cubic yard open top container for aluminum recycling.
- 4-8 cubic yard slant top front end containers for corrugated cardboard
- 1 30 cubic yard open top for corrugated cardboard recycling.

Spare units-4 40 cubic yard compactor containers, 4 open top rolloff containers, 7-8 cubic yard containers, and 1 40cubic yard enclosed container (for plastic-sliding side doors).

MANAGEMENT/SUPERVISION OF THE FRANKLIN COUNTY
SOLID WASTE CONVENIENCE CENTERS

QUOTATION SHEET

Please list the proposal cost in the following table:

Proposal Item	Monthly Cost (Per Site)	Yearly Cost	Grand Total (12 Sites)
Management and Supervision Cost	\$	\$	\$
Maintenance and Service Cost	\$	\$	\$