

RUTHERFORD COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT

Request for Proposals

Processing and Marketing of Single Stream Recyclables

Release Date:

April 05, 2013

Due Date:

May 24, 2013

Issued by:

Rutherford County Solid Waste
PO Box 1957
Rutherfordton, NC 28139-1957
(828) 287-6002

Point of Contact/Procurement:
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Rutherfordton, N.C. 28139
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REQUEST FOR PROPOSALS
PROCESSING AND MARKETING
OF SINGLE STREAM RECYCLABLES
FOR THE
RUTHERFORD COUNTY DEPARTMENT OF
SOLID WASTE MANAGEMENT

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Section I. Procurement Overview and Scope of Services

This Request for Proposals (RFP) is issued by the Rutherford County Department of Solid Waste Management to obtain Technical and Cost Proposals from qualified vendors for processing and marketing of commingled recyclables generated by Rutherford County and other recycling customers delivering clean recyclables to the Rutherford County Transfer Station.

The work to be performed under this contract shall consist of providing processing and marketing of commingled recyclables (as shown on page 7) for the County in accordance with the provisions of this RFP. The provision of hauling services is desired but considered optional as described in Section III Part A.2. The Contractor(s) shall be responsible for maintaining a single-stream material recovery facility (MRF) that can accept and process the recyclables generated by Rutherford County. The Contractor(s) shall be responsible for the marketing of the processed materials and reporting to Rutherford County.

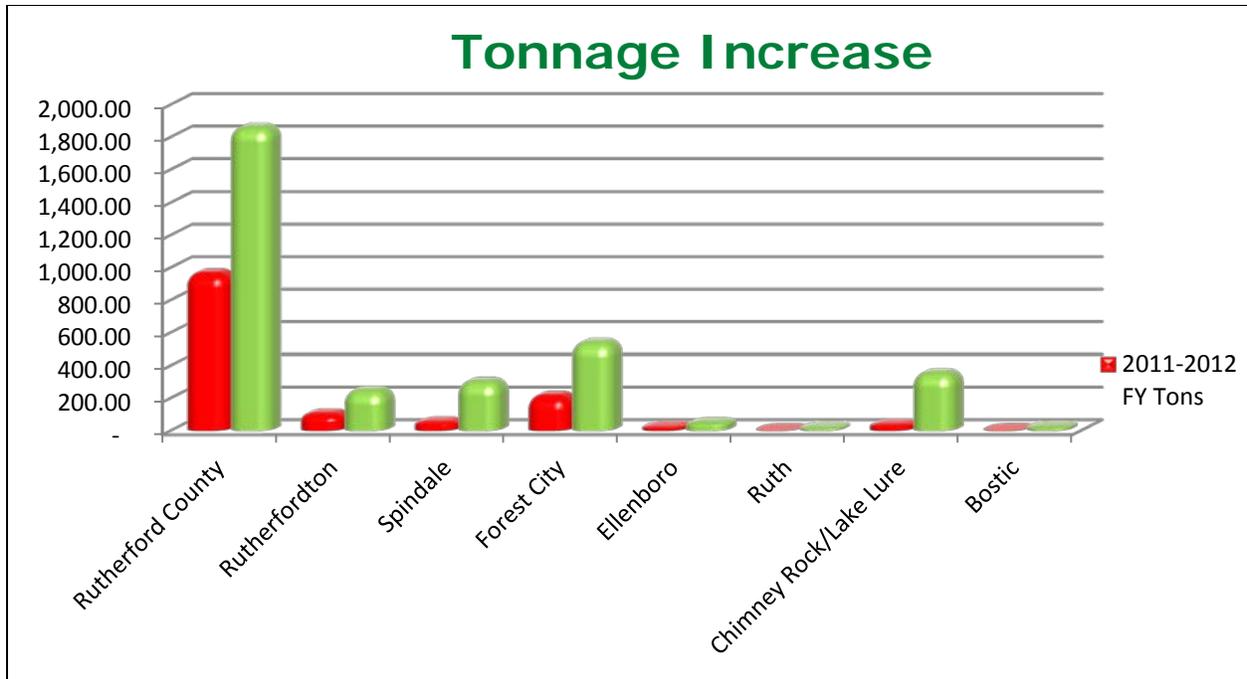
The County is soliciting proposals for a seven (7 year) contract period with two (2) additional (3) three year options at the discretion of Rutherford County. The minimum contract is for seven years with a maximum of thirteen years.

Rutherford County is in the process of constructing a transfer station to receive and consolidate commingled / single stream recyclables at the County's property located in Rutherfordton, NC. The physical address of this facility is as follows: 656 Laurel Hill Drive Rutherfordton, N.C. 28139

As part of this RFP, prices are requested (MM) for FOB at the merchant operated MRF site (with the County making other arrangements for transport) and (TT) for FOB at the Rutherford County transfer station (with the Merchant MRF responsible for providing or contracting for transport). In either case, the material is expected to arrive at the MRF in 100 to 120 cubic yard transfer trailers that the MRF is expected to be able to accommodate. For the price requested for FOB County transfer station, the Contractor will be expected to provide all transfer trucks, trailers and labor to transport the material. Please remember bidders must use the attached bid forms. **Any bids submitted not using the attached bid forms will not be considered.**

Recyclable materials received at the Rutherford County Transfer Station will be generated by Rutherford County's public recycling program and may also include recyclables generated by any municipal recycling program within Rutherford County and may also be generated by private haulers who make arrangements with Rutherford County to deliver recyclable materials to the Rutherford County transfer station.

The following chart shows the 2011-2012 volumes of recyclables generated by Rutherford County. Rutherford County makes no guarantee as to the volume of recyclables that will be generated from the Rutherford County transfer station, however Rutherford County believes that multiple municipal recycling programs within Rutherford County will make use of the transfer station for managing recyclables, and Rutherford County further expects the volume of recyclables generated to increase substantially as the public recycling programs within the county make the change to single-stream collection and begin to use carts for curbside recycle



Red is the current tons for 2011-2012 recycled from each municipality or area

Green is the projected tonnage to be recycled by municipalities or areas that participate in the enhanced recycling based on information received from the state.

Rutherford County refers to the areas that are not located within a municipality and they are collected at convenience center sites by the county solid waste department.

Recycle Materials to be Collected by Rutherford County Under This Proposal

- 1) Newspaper, including all inserts and newspaper grade periodicals
- 2) White paper and office paper
- 3) Steel/Tin food cans
- 4) Glass food/ Beverage containers: green, amber/brown and clear glass
- 5) Corrugated cardboard
- 6) Paperboard such as cereal boxes, shoeboxes and pizza boxes
- 7) All plastics #1-7 and plastic containers
- 8) Aseptic juice boxes
- 9) Gable-top paper cartons example milk cartons
- 10) Aluminum food and beverage containers
- 11) Telephone books
- 12) Mail
- 13) Magazines, catalogs and paper junk mail
- 14) Paperback and hardbound books
- 15) All other mixed paper including shredded office paper

Section II. General Information & Instruction

The following section contains general information and instructions for the submission of proposals for hauling, processing and marketing of Rutherford County recyclables and/or provision of related recycling services.

A. ISSUING OFFICE

This RFP is issued by the Rutherford County on behalf of the Solid Waste Management Department.

Any questions or clarifications of the RFP must be received in writing at least 5 days prior to the due date. Any responses made in writing will be sent to all vendors if appropriate. Each bidder shall have a representative from their company at the mandatory pre-bid meeting in order for your questions and bids to be accepted.

All correspondence or questions concerning this RFP should be in writing (letter, fax or email) and directed to:

James Kilgo
P.O. Box 1957
Rutherfordton N.C. 28139
Fax number: 828-287-6312
james.kilgo@rutherfordcountync.gov

B. KEY DATES AND TIMES

| | |
|--|----------------|
| RFP Release Date | April 5, 2013 |
| Pre-Proposal Meeting 10:00 am Mandatory | April 19, 2013 |
| Proposal Submission Deadline 10:00 am | May 24, 2013 |

C. PRE-PROPOSAL MEETING MANDATORY

A mandatory pre-proposal meeting will be held April 19, 2013 at 10:00 a.m. The meeting will be held at the Rutherford County main offices in the Commissioners room. The address is 289 North Main Street Rutherfordton NC 28139.

Proposals will only be accepted from companies that register at the mandatory pre-proposal meeting.

D. SUBMISSION DEADLINE

Sealed technical and cost proposals need to be received by May 24, 2013 at 10:00 a.m. Eastern Standard Time, United States. Proposers shall submit two (2) copies to Rutherford County at the following address:

**Rutherford County Finance
Attn: Paula Roach
289 North Main Street
Rutherfordton, N.C. 28139**

All proposals shall be clearly marked **“REQUEST FOR PROPOSALS FOR PROCESSING AND MARKETING OF RUTHERFORD COUNTY SINGLE STREAM COMMINGLED RECYCLABLES”** along with the name and address of the Proposer. If the proposal is sent through the mail or by other delivery system, the sealed envelope shall be enclosed in a separate mail envelope marked **“PROPOSAL DOCUMENTS ENCLOSED”** on the face. Each Proposer assumes all risks in using the mail or any other delivery system, including, but not limited to the risk that its proposal will not be delivered before submission deadline. Electronic submissions will be accepted if sent to following email address.
paula.roach@rutherfordcountync.gov

Faxed proposals will not be accepted.

Under N.C. law emails from public agencies are usually not private and are public information upon receipt.

Late submittals will not be accepted. Rutherford County reserves the right to reject any and all proposals received or waive any informality.

Proposals may be modified or withdrawn by an appropriate document duly executed and delivered prior to the opening of proposals. After the proposal opening, all proposals shall remain open and in effect for one hundred eighty (180) days.

Depending upon the proposal received a recommendation will be made to the County Commissioners at the June meeting or another meeting thereafter.

Section III. Processing and Marketing Services

A. INTRODUCTION

The purpose of the RFP is to obtain a qualified contractor to provide the processing and marketing of single stream commingled recyclables generated from Rutherford County. The proposals should also include the hauling of material from the Rutherford County transfer station, although Rutherford County is prepared to make its own arrangements for hauling if needed.

A.1 SERVICES COVERED BY THIS RFP

Proposal MM Processing and marketing of Rutherford County's recyclables

Proposal TT Hauling of the material from the Rutherford County transfer station

A.2 PRICING SOUGHT FOR THE FOLLOWING SERVICE OPTIONS

Proposal MM

Rutherford County single-stream recyclables delivered directly to merchant MRF

- o Revenue paid for Rutherford County recyclable tons delivered by transfer trailers (with transportation provided by others under separate arrangements with Rutherford County). Rutherford County expects that bidders will purchase recyclables generated by the County.

Proposal TT

Rutherford County single-stream recyclables hailed from the Rutherford County transfer station as part of the proposer's services

- o Revenue paid for and/or cost associated with Rutherford County recyclable tons delivered by transfer trailers with transportation services and equipment provided by Proposer as part of the cost proposal. Rutherford County expects that price quoted will be net of transportation costs.

Proposers may bid on Proposal MM only, or Proposal TT only, or both Proposals MM and TT listed above. Separate from this processing and marketing of commingled recyclables contract, the County, or its designated agent, will be collecting the materials, and operating the recyclables transfer station including loading material into transfer trailers. Rutherford County is strongly encouraging proposals that bundle processing with transfer trailer hauling as part of the Proposer's services for Proposal TT. Proposers that bid on Proposal TT must include all equipment including but not limited to (transfer trucks and trailers) and all fees and labor associated with transporting the material from the Rutherford County transfer station to the proposer's merchant MRF.

B. CONTRACT TERM

The term of the agreement shall be a minimum of seven (7) years with two additional three (3) year options at the discretion of Rutherford County. The minimum contract is for seven years with a maximum of thirteen years.

C. WORK TO BE PERFORMED BY CONTRACTOR

The selected Contractor shall, during the term of this Contract, furnish all labor, materials, tools, equipment and services required for the processing and marketing of all commingled recyclables delivered by Rutherford County and the provision of any other services to Rutherford County as provided for in the Contractor's proposal.

The selected contractor shall make all reasonable efforts to maximize material recycling. Excepting residual waste received along with delivered recyclables, materials delivered to contractor by Rutherford County may not be disposed of in a landfill or through other means without expressed consent of Rutherford County. The contractor will comply with all local, state and federal regulations regarding the processing and recycling of recyclable materials.

C.1 SCALE AND TIPPING FLOOR ACCESS AND LOCATION

In providing for the processing and marketing of Rutherford County recyclables the Contractor must provide a scale and recyclables tipping floor with the following minimum hours of operation:

- Weekdays 7 am to 5:00 pm
- Saturdays by prior arrangement with Rutherford County

The scale and recyclables tipping floor operation must:

- Have data reporting capabilities for the scale as needed to meet the monthly and annual reporting requirements of the Contract;
- Provide paper weight tickets for each delivered load. If Contractor scales are improperly working or in need of maintenance, the Contractor will be responsible for material weighing including payment at an alternative location and will need to provide a weight ticket. The county will accept proposals for electronic weight tickets if contractor can assure weight information to the sole satisfaction of the county.
- Shelter the materials after tipping to prevent damage to its value due to high moisture content or littering of the site or adjacent properties due to wind;
- Have controlled access and security, such that theft of materials is effectively prevented, employing use of security systems (alarms, cameras, etc.) as needed;
- Receive material in transfer trailers;
- Accommodate tipping of material at a rate such that trucks delivering Rutherford County recyclables are able to approach the site, enter, weigh in, tip all materials and depart the site with a turn-around time of less than 30 minutes (minus actual time ejecting load); and
- Accommodate at least three days storage of material delivered by Rutherford County, such that Contractor equipment breakdowns will not result in service disruptions.

The Contract will provide for liquidated damages in the amount of \$1,000.00 per load should the Contractor fail to accept Rutherford County recyclable materials at any time during the term of the Contract.

A site plan showing the scale and recyclables tipping floor layout as well as supporting features (access roads, gatehouse, security, etc.) is required as part of this RFP response. In lieu of a site plan, photos of the site including access roads, gatehouse, scale, and tipping area will be accepted.

The scale and recyclables tipping floor location does not have to be the site where the recyclable materials are processed and marketed. Transfer of recyclable materials to another recycling facility location is acceptable as long as both the transfer site and the destination recycling facilities are fully presented as part of the Contractor's RFP response.

C.2 SOURCE AND TYPE OF INCOMING MATERIALS

The Contractor must provide processing and marketing services for the following types of incoming material:

- Single Stream – with Rutherford County delivering loads consisting of a single stream of commingled fiber and containers consisting of old newspapers (ONP), old corrugated cardboard (OCC), old magazines (OMG), residential mail, office paper, kraft paper bags, box board (cereal boxes, beverage cartons), phone books, shredded office paper, all closed mouth plastic containers (includes plastics 1-7), aluminum cans, other aluminum tin cans, steel cans, other household scrap metal, green glass, amber glass, clear glass, milk cartons and drink boxes. Acceptable contamination levels (out-throws) will be no less than 10% (trash and other prohibited materials). Favorable consideration will be given to proposals that include the ability to accept all plastic containers, and rigid / bulky plastics as part of the single stream of recyclables.

The Contractor is encouraged to provide for the recycling of other additional materials as optional alternatives for Rutherford County to consider.

The Contractor agrees to accept recyclable materials prepared to the material delivery specifications chosen by Rutherford County. Rutherford County will make all reasonable efforts to control residual rates in materials delivered to the Rutherford County transfer station.

Rutherford County agrees to send all of its commingled recyclables collected through their programs to the Contractor, however, the County reserves the right to collect source-separated material and market it independently of this contract.

C.3 REPORTING, INVOICING AND PAYMENTS

The Contractor will provide the following reports:

- Weight tickets for each incoming Rutherford County load, showing, at a minimum, the chronological ticket number, date, time, driver name, truck number, type of material collected, and weight of material in pounds and tons;
- Dated reports in a format acceptable to Rutherford County sent on a monthly and yearly basis showing the itemized tabulation of the same data as above.

- Annual report to Rutherford County summarizing the percentage of material recycled and the percentage of material disposed of as residual waste from the processing facility processing delivered materials;
- Monthly calculations, with supporting data (e.g. market indices documentation) as required for any revenue sharing arrangement formulas (e.g. calculation of a weighted average commodity revenue); and
- Payments shall be made for any revenue share paid to Rutherford County on a monthly basis, and payments shall be accompanied with the above mentioned monthly report.

D. WORK TO BE PERFORMED BY RUTHERFORD COUNTY

If Contractor is providing for the processing and marketing of Rutherford County recyclables then Rutherford County agrees to,

- Deliver all commingled recyclables to the Contractor, either at the merchant MRF or to the Rutherford County transfer station;
- Make reasonable efforts to reduce contamination;
- Actively support and encourage additional volume of recyclables being delivered to the Contractor by entering into other agreements through Rutherford County with municipalities, townships and other partners to secure recyclable materials;
- Make reasonable efforts to eliminate scavenging of materials.

Section IV. Instructions to Proposers

A. DEFINITIONS

1. The term "Proposal" shall mean a complete and properly signed document submitted by a Proposer to provide services for the sum stipulated therein to Rutherford County, its member communities, and their residents in accordance to the proposal documents.
2. The term "Proposer" shall mean each person or entity submitting, or is a party to, a proposal.
3. "Proposal Documents" shall mean the Request for Proposals, Project Summary, Instructions, Price Forms, Specifications, Evaluation Criteria, all Exhibits, Addenda and Attachments issued prior to the date and time for submission for Proposals and any Proposal Clarification Requests and Proposal Revisions issued and or provided in Response prior to the Contract Award.

The term "Residents", for the purpose of this proposal, shall mean individuals and all residential households, now, or hereafter, located or operating within the territorial limits of Rutherford County.

B. PROPOSER'S REPRESENTATIONS

Each Proposer, by submitting a proposal represents that:

1. Proposer has read and understands the proposal documents and the proposal is made in accordance therewith.
2. Proposer, prior to submitting a proposal, has:
 - (a) Examined the proposal documents thoroughly;
 - (b) Familiarized itself with local conditions that may in any manner affect cost, progress, operation or performance of Proposer's obligations as described in the proposal documents';
 - (c) Studied and carefully correlate proposal observations with the proposal documents;
 - (d) Familiarized itself with federal, state, and local laws, ordinances, statutes, rules and regulations, and licensing that may in any manner affect cost, progress, operation or performance of Proposer obligations as described in the proposal documents; and
 - (e) Proposer has, or has entered into, a contractual agreement with, persons who have the skills, resources, personnel and facilities for the satisfactory performance of its obligations in proposal. Evidence of any such agreement or arrangement must be submitted as part of the proposal.

C. PROPOSAL DOCUMENTS

1. Complete sets of proposal documents shall be used in preparing proposals; Rutherford County will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete proposal documents. Proposer must complete all forms (or provide a reason for non-completion) located in Attachment A. Proposer is responsible for providing any additional information that assists in clarification of their proposal.
2. Rutherford County, in making copies of proposal documents available, does so only for the purpose of obtaining proposals for services for Rutherford County and its residents and does not confer upon anyone a license, or grant anyone the right to use the proposal documents for any other purpose.
3. The forms of Agreements included in the proposal documents are agreements representing the most likely options of Rutherford County and its member communities. Other eventualities, unique services and Proposer requirements may require separate negotiation between the Proposer and Rutherford County. Rutherford County reserves the right to negotiate and contract for additional, related services with the successful Proposer.

D. PROPOSAL FORMS AND PROCEDURES

1. Proposals shall be completed on the Technical and Cost Proposal Forms provided as part of Attachment A and Attachment B to this RFP. Forms must be filled out completely and all related submittal requirements identified in the checklists included as required. Failure to do so may result in disqualification from this RFP process. The Technical Proposal Forms must be filled out by each Proposer regardless of what type of services is being proposed. Cost Proposal Forms are tailored to the two specific type of services being solicited as follows:
 - Cost Proposal Form Cost- Proposal MM: Single Stream Recyclables Processing and Marketing without transportation services
 - Cost Proposal Form Cost- Proposal TT: Single Stream Recyclables Processing and Marketing including transportation services
2. Proposals by corporations shall be executed in the corporate name by the president (or other corporate officer accompanied by evidence of authority to sign such proposal) and attested by the secretary or assistant secretary of the corporation. The corporate address and the state of incorporation must be shown below the signature. Each corporate Proposer must submit evidence of good standing in the Proposer's state of incorporation and if a foreign corporation, of its qualification to conduct business in the State of North Carolina. If the Proposer is not qualified to conduct business in the State of North Carolina, a written representation that prior to the commencement of performance of any services, the Proposer will take all necessary steps to qualify and will qualify to conduct business in North Carolina.
3. Proposals by partnerships shall be executed in the partnership name and signed by a partner, whose title, if any, must appear under the signature. Proper evidence of

authority of the partner to sign the proposal must accompany the proposal. The official address of the partnership must be shown below the signature and address of the partner signing the proposal.

4. All names must be typed below the signature.
5. The Proposer shall contain an acknowledgment of receipt of all proposal documents and any and all addenda prepared by Rutherford County and a statement that the Proposer has familiarized itself with the required services.

E. CONSIDERATION OF PROPOSALS

1. The proposal will be received at the date and time stated in the Invitation for Proposals.
2. All proposals shall remain open for the time stated in the Request for Proposals.
3. Rutherford County shall have the absolute right to reject any and all proposals, waive any informalities or irregularities in any proposal or in the proposal process, and to negotiate contract terms with the successful Proposer.
4. Discrepancies between the indicated figures and the correct sum will be resolved in favor of the correct sum.
5. Rutherford County, in evaluating the proposals, may consider (a) the qualifications, experience and financial soundness of the Proposer in the management of facilities and in the conduct of activities similar to the services required by Rutherford County, (b) the qualifications and experience of the Proposer's key personnel and designated facility supervisor(s), (c) quality and type of equipment proposed for the job (d) safety and environmental record and (e) any other evaluation criteria deemed appropriate for the procurement decision.
6. Rutherford County may conduct any investigation it deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of any Proposer, proposed subcontractors or joint Proposers, proposed facility supervisor(s) and other persons and organizations who will provide the materials, equipment and services proposed by the Proposer for the delivery of the services as described in the proposal documents.
7. Rutherford County will consider the ability or commitment of a service provider to provide generator status and to indemnify, save and hold Rutherford County, its member communities and its residents harmless from any and all liability, including, but not limited to environmental liability that may arise from the facility, transportation, processing, or landfilling where any waste (e.g. residual material) generated by Rutherford County under the services sought is disposed.
8. Rutherford County will evaluate the proposals utilizing the proposal evaluations and selection criteria included in the proposal documents. Rutherford County may schedule interviews with any and all of the Proposers to discuss and clarify their proposals and the results of any such interviews will be incorporated into Rutherford County's qualitative evaluation of the Proposer and their proposal.
9. Notice of award to the successful Proposer will be accompanied by at least three (3) unsigned contracts prepared by the county that incorporate the applicable proposal documents. The Proposer shall sign and deliver to Rutherford County at least three (3) contracts as provided by the county of which one fully executed contract will be returned to proposer..
10. All proposals submitted in response to this request shall be deemed public record. In the event a Proposer desires to claim portions as exempt from disclosure, Proposer shall clearly

identify those portions with the word "**confidential**" printed on the lower right hand corner of the page. Rutherford County will consider the request, but will make a decision based upon applicable laws. An assertion by a Proposer that the entire proposal is exempt will not be honored and may be deemed non-responsive.

F. EXPERIENCE AND QUALIFICATIONS

The Proposer, or at least one team member, must have been in existence as an established enterprise for no less than one (1) year and must demonstrate suitable knowledge and operating experience in processing and marketing of commingled recyclables or whatever alternate service being offered by Proposer in response to this RFP.

G. ADDITIONAL TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

The Proposer is required to provide a description and list of materials necessary for each of the following bulleted items below to be included in the proposal document submittal.

1. Proposed Material Delivery Standards for acceptable and unacceptable recyclables designating how materials must be prepared and allowable contamination levels;
2. Key employee profiles for staff members associated with program (program manager, site supervisors, materials marketing specialists, etc.) including level of education, training, and experience specific to assignment;
3. List of recycling processing and marketing related project experiences including list of previous recycling processing and marketing services provided to similar clients (must include agency name, contact(s) telephone number(s), and a description/scope of the services);

Section V. Operation & Financial Requirements

This section describes the performance responsibilities and financial obligations of the selected Contractor and Rutherford County during the operating phase of the contract.

A. SERVICE AGREEMENT AND TERM

Rutherford County may execute separate service agreements incorporating the elements of the Proposer's business and technical submission to this RFP.

The term of the agreement shall be a minimum of seven (7) years with two (2) additional three (3) year options at the discretion of Rutherford County. The minimum contract is for seven years with a maximum of thirteen years.

The Service Agreement cannot be assigned or transferred without the expressed written consent of Rutherford County.

B. PERFORMANCE GUARANTEES

The Proposer shall be required to make the following performance guarantees to Rutherford County and assume liability for all associated performance damages as set forth below:

1. In the event of delays beyond the date of the scheduled service commencement date set forth in the Service Agreement. The Proposer shall be liable to Rutherford County for any incremental costs incurred by Rutherford County in arranging for alternative means of transportation and processing of recyclable materials.
2. The Proposer shall guarantee acceptance of all deliveries of materials during receiving hours. The Proposer shall be liable to reimburse Rutherford County, or any additional parties for incremental costs incurred in making alternative arrangements for equipment and transfer to process such material.

C. INSURANCE SPECIFICS

Contractor shall obtain and maintain throughout the term of this Contract, at Contractor's sole cost and expense, insurance with coverages equal to or greater than the coverages set forth below:

1. Workers' Compensation

- a. Coverage A - Statutory
- b. Coverage B - \$500,000

2. Comprehensive Automobile Liability

- a. Bodily Injury
 - i \$1,000,000 each person
 - ii \$1,000,000 each accident
- b. Property Damage
 - i \$1,000,000 each accident
- c. To include coverage for all owned, non-owned, leased and hired automobiles.

3. Comprehensive General Liability

- a. Bodily Injury
 - i \$1,000,000 each occurrence
 - ii \$1,000,000 aggregate
- b. Property Damage
 - i \$1,000,000 each occurrence
 - ii \$1,000,000 aggregate

Rutherford County is to be named as additional insured on the Comprehensive General Liability policy.

Current valid insurance policies meeting the requirements herein identified shall be maintained for the duration of this Contract, including any extensions of it. There shall also be a 30-day advance notification to County in event of cancellation of coverage or modification of any stipulated insurance coverage. Certificates of Insurance evidencing compliance with the above requirements

shall be forwarded to the County prior to commencing of Contract performance and with each insurance contract renewal thereafter.

It shall be the responsibility of the Contractor to insure that all subcontractors comply with the same insurance requirements as Contractor. If the Contractor cannot meet these insurance requirements, alternate insurance coverage satisfactory to County may be considered by County. Provided, however, failure by Contractor to meet these insurance requirements is a material covenant default in the performance of this Contract.

D. INDEMNITY

PROFESSIONAL LIABILITY - Relative to any and all claims, losses, damages, liability, and costs, the Contractor agrees to indemnify and save Rutherford County, its officials and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the Contractor or its employees.

NON PROFESSIONAL LIABILITY - To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Rutherford County, its officers, officials, and employees, or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of the acts or omissions of the Contractor, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the Contractor, any Subcontractor(s) of the Contractor, its agents, or anyone directly employed by them or anyone whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by law.

CONTRACTOR RESPONSIBILITY – The Contractor expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of the Contractor and/or its Subcontractors.

E. PAYMENT FOR SERVICES

Rutherford County will only contemplate making payment for services under proposal MM where the Contractor provides hauling and processing services, and then only if the net value of the recyclable materials delivered is less than the cost of transportation services. Rutherford County's sole payment obligation for all services provided under the terms of the RFP and the Service Agreement shall begin the first calendar month following the date of the Service Agreement commencement and, on a monthly basis thereafter, for services rendered in the prior month. The successful Proposer shall be responsible for preparing and submitting an invoice indicating the amount due. Payment of all recycling revenues will be submitted to Rutherford County by the 15th day of each following month. If no recycling revenues payment is made by 30 days after required payment (15th day of each following month), liquidated damages will occur.

F. LIQUIDATED DAMAGES

Rutherford County shall notify the Contractor for each violation of the contract. It shall be the duty of the Contractor to take proper action to remedy the cause of the complaint within twenty-four (24) hours after notification. Failure to remedy the cause of the complaint within the specified time period shall constitute a breach of this contract. For the purpose of computing damages under the provisions of this section, it is agreed that Rutherford County shall have authority to deduct from the next payments due the Contractor, the following amount as liquidated damages for failure of the Contractor to fulfill its following specific obligations as reasonably determined by Rutherford County:

- Failure to accept a load of Recyclable Materials as specified in the Agreement – \$1,000 per incident.
- Failure to provide monthly reports in the time required as specified in the Agreement- \$200 per incident.
- Failure to pay monthly recycling revenues in the time required as specified in the above section (Payment for Services) – Per day based on pro-rated annual rate of 12%.

These amounts are liquidated damages for losses suffered by Rutherford County and not a penalty.

G. DISPUTE RESOLUTION PROCESS

Both parties agree to first use the following process to resolve disputes about issues related to the performance of this contract. If an issue arises requiring resolution, either party shall initiate this dispute resolution process by notifying the other party and scheduling a meeting. The meeting shall serve as a fact finding opportunity to identify the issue, clarify the problem, review the applicable contract provisions relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within 30 days of the initial dispute resolution meeting, or specify an alternative schedule and deadline for resolving the issue. Nothing in this Dispute Resolution Process, shall be construed or implied to reduce, eliminate or otherwise affect the rights of either party to use any and all other means of legal remedies.

Any action taken by either party must be filed through the State court in Rutherford County, North Carolina or through Federal Court for the Western District of North Carolina.

Section VI. Proposal Evaluation

Proposals shall be clear and concise and prepared in conformance with the format provided; proposals that exclude or inadequately address any of the required information may be rejected. Rutherford County reserves the right to clarify any/or all portions of the Proposer's proposal. All reasonable proposals will be considered.

All Proposers agree, through submission of their proposal, to hold open and in effect their proposal one hundred eighty (180) days after the proposals have been received and opened.

Proposers must be qualified and capable of providing a technically, environmentally and financially sound transportation, processing and marketing operation of commingled recyclables with experienced management and key personnel. The strength and experience the Proposer has in these areas will be an important element in the selection of the successful Proposer.

A. PROPOSAL EVALUATION CRITERIA

Proposers will be evaluated with respect to meeting the minimum qualifications and requirements. Top rated Proposers may be interviewed to present plans, provide details, and respond to questions. Rutherford County may also contact references, or visit vendor-referenced operations.

Proposers will be rated on criteria that will include, but is not limited to, the following with variable weights applied as applicable.

1. Demonstrated strength and experience in processing and marketing recyclables;
2. Demonstrated experience providing contracted services to municipalities and/or other local and regional government agencies;
3. Financial capabilities and experience;
4. Experience of facility manager and key personnel;
5. Recommendations and references;
6. Bondability and insurability;
7. Operation and maintenance plan;
8. Proposal revenue sharing arrangements and cost (if any);
9. Completeness of proposal in addressing the proposal requirements;
10. Assessment of facility and proposal in fulfilling Rutherford County requirements;
11. Management knowledge and methods to deliver performance requirements;
12. Safety and environmental record
13. Community involvement
14. Efficient access to major transportation routes
15. Capacity of the facility and residue rates.
16. Consideration of alternative energy sources for transportation and on-site energy consumption may be considered
17. Ability of Proposer to submit a proposal that understands and meets the needs of Rutherford County and its residents.
18. Determination of whether recyclables are sold as imports or exports.

RUTHERFORD COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT

Request for Proposals

Processing and Marketing of Single Stream Recyclables

ATTACHMENT A

TECHNICAL PROPOSAL FORMS

The following forms attempt to coincide with the required information contained within the proposal. The forms are not inclusive of the information Proposer is responsible for providing. It is the responsibility of the Proposer to comply with providing the requested information.

Rutherford County reserves the right, after proposals have been submitted, to meet with any Proposer to gain clarification of their proposal.

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TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS

Checklist

For more information regarding this list please visit Sections III and IV.

- _____ Technical Proposal Forms A through D
- _____ Key Employee Profiles and Organizational Chart
- _____ Recycling Processing and Marketing Project Experience
- _____ Recycling Processing and Marketing References
- _____ Exceptions or Additional Explanations

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TECHNICAL PROPOSAL FORM A. PROPOSER'S QUALIFICATIONS

1. Company Name: _____

2. Principal Name: _____

3. Company Address: _____

4. Telephone Number: _____

5. Fax Number: _____

6. Website: _____

7. Email Address: _____

8. Number of Employees at Site: _____

9. Annual Sales at Site: _____

9. Ownership Structure: (sole proprietorship, partnership, corporation, etc.) _____

10. Provide the names and addresses of each partner (if applicable)

11. List the parent organization: _____

12. Primary line of business: _____

13. How many years has this firm been incorporated under the current name? _____

List any previous names and operations: _____

TECHNICAL PROPOSAL FORM B. FACILITY INFORMATION _____

Company Name from technical proposal form A: _____

Facility Name: _____

Facility Address: _____

County/State/Zip: _____

Phone Number: _____

Fax Number: _____

Facility Size: _____ sf

Facility Throughput: _____ tons/yr

Residue Rate: _____ %

Explanation (if applicable): _____

Can Accept Transfer Trailer Loads: Y / N

Constraints on Unloading: _____

Major Customers:

_____ / _____ tons/year

Expected End Markets for Major Materials:

Contaminant Handling Procedures:

TECHNICAL PROPOSAL FORM C. PROPOSER SIGNATURE PAGE

Company Name: _____

Address: _____

Address: _____

County/State/Zip: _____

Phone Number: _____

Fax Number: _____

The undersigned has examined the complete Request for Proposals and its requirements contained in this solicitation and are submitting the following Technical and Cost Proposal in full compliance with those requirements.

By submission of a proposal, the vendor is required to certify as to its own organization, that in connection with this proposal:

- a. The costs in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such costs with any Proposer or with any competitor; and
- b. Unless otherwise required by law, the costs that have been quoted in the proposal have not been knowingly disclosed by the vendor and will not knowingly be disclosed by the vendor prior to award directly or indirectly to any other Proposer or to any competitor.

AUTHORIZED SIGNATURE:

The undersigned states that this price quote is submitted in full compliance with the provision of the RFP to which this Technical and Cost Proposal is a response:

Signature: _____

Name/Title: _____

Date: _____

TECHNICAL PROPOSAL FORM D. EXCEPTIONS TO RFP SPECIFICATIONS

Proposers are to prepare the Technical and Cost Proposal forms based on the program specifications set forth in the RFP documents without considering any exceptions that may be set forth on this form.

In the event the Proposer takes exception to the RFP specifications they may set forth those exceptions in the following manner.

- 1: The exceptions are to be presented on a paper whose pages are titled, "Form C Exceptions to Agreement"
- 2: Each exception must be presented separately by stating the specific exception, the suggested changes to the program related to the exception, the suggested changes in the agreement language related to the exception, the manner in which the proposed change would benefit Rutherford County and the specific dollar change in each of the various service rates, as proposed by the Proposer in this RFP, that would take place if the exception was accepted by Rutherford County.
- 3: The exceptions must be followed with the following language without exception.
"Except as set forth above, Proposer is in complete agreement with the proposed terms, conditions and business arrangements described in the RFP. The Proposer assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Contract under whatever circumstances may develop other than as herein provided."
- 4: This form must be signed by an individual authorized to commit the Proposer's firm to the Contract in the manner set forth below.

Signature: _____

Name: _____

Title: _____

Date: _____

Please note that if exceptions are taken, all required information, as set forth above must be submitted.

RUTHERFORD COUNTY DEPARTMENT OF SOLID WASTE MANAGEMENT

Request for Proposals

Processing and Marketing of Single Stream Recyclables

ATTACHMENT B

COST PROPOSAL FORMS

The following forms attempt to coincide with the required information contained within the proposal. The forms are not inclusive of the information Proposer is responsible for providing. It is the responsibility of the Proposer to comply with providing the requested information.

Rutherford County reserves the right, after proposals have been submitted, to meet with any Proposer to gain clarification of their proposal.

COST PROPOSAL

Processing and Marketing of Single Stream Recyclables

COST PROPOSAL FORMS AND CHECKLIST

Checklist

Cost Proposals

- _____ Form Cost-Proposal MM: Single Stream Recyclables Processing and Marketing without transportation services
- _____ Form Cost-Proposal TT: Single Stream Recyclables Processing and Marketing including transportation services

COST PROPOSAL – FORM COST-Proposal MM

Processing and Marketing of Single Stream Recyclables Without Transportation Services

Option 1: Fixed Price Proposal

| FOB Merchant MRF | 7 Year Contract | 2 Optional 3 Years Contract |
|---|-----------------|-----------------------------|
| <p><i>Fixed unit price to be paid to Rutherford County in \$ per ton</i></p> | | |

Option 2: Indexed Price Proposal

Provide Details of Indexed Pricing Proposal Here:

Materials included in above pricing:

Material Specifications:

Load Inspection Procedures:

Other Information:

COST PROPOSAL – FORM COST-Proposal TT

Processing and Marketing of Single Stream Recyclables Including Transportation Services

Option 1: Fixed Price Proposal

| FOB Rutherford County Transfer Station | 7 Year Contract | 2 Optional 3 Years Contract |
|--|-----------------|-----------------------------|
| <i>Fixed unit price to be paid to Rutherford County in \$ per ton</i> | | |

Option 2: Indexed Price Proposal

Provide Details of Indexed Pricing Proposal Here:

Materials included in above pricing:

Material Specifications:

Load Inspection Procedures:

Other Information:
