

REQUEST FOR PROPOSALS

CONVENIENCE CENTER HAULING CONTRACT FOR PERQUIMANS CHOWAN GATES LANDFILL COMMISSION

PCG TRANSFER STATION
ALBEMARLE REGIONAL HEALTH SERVICES
759 PERRY'S BRIDGE RD
BELVIDERE, NC 27919

Date Issued: October 16, 2023

Date Due: November 16, 2023

Administered By:

Ralph Hollowell – Environmental Health Director

Angel White – Landfill Manager

Notice to Contractors
Request for Proposals
Convenience Center Hauling Contract

The Perquimans Chowan Gates Landfill Commission, herein referred to as the Commission, is requesting proposals from firms or organizations to provide hauling for solid waste and recycling containers for the 13 county convenience centers located in Chowan, Perquimans, and Gates counties. All proposals submitted must meet or exceed the time frame and the product/service specifications outlined in this Request for Proposals (RFP). It is the intent of the Commission to award to a single contractor to provide all services.

Proposals will be accepted until November 16, 2023, at 11:00 am at PCG Landfill, 759 Perry's Bridge Rd, Belvidere, NC 27919. Proposal documents can be obtained by contacting the PCG Landfill Manager's office at:

PCG Landfill
Attn: Angel White
759 Perry's Bridge Rd
Belvidere, NC 27919
252-297-6524
angel.white@arhs-nc.org

Proposals can also be found by visiting the Albemarle Regional Health Services website at www.arhs-nc.org or the Perquimans County local government website at www.perquimanscountync.gov.

Submission of any proposal signifies the Contractor's agreement that their proposal and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the Commission and the successful Contractor. All prices submitted with the proposal shall remain in effect for the 90 day period.

Insurance requirement are listed in the document and will be required only from the awarded vendor before entering into contract with the Commission.

Once the RFP is public, all questions related to the RFP shall be directed to Ralph Hollowell in writing, by email at rhollowell@arhs-nc.org. Any contact related to the RFP with PCG Staff and/or PCG Landfill Commission Board Members will be prohibited and may be cause for rejection.

The PCG Landfill Commission reserves the right to award and/or reject any and/or all proposals and waive any technicalities or irregularities. For complete details, consult the proposal package.

Intent

The purpose and intent of this Request for Proposals (RFP) is to contract for Hauling Services for solid waste and recyclable materials from the county convenience centers. The following documents make up the RFP:

- Notice to Contractors/Introduction (current document)
- Scope of Work
- Contractor Information Sheet
- Proposal Response Form

Important Dates

Issue Date: October 16, 2023
Deadline for written questions: October 30, 2023, 5:00 pm
Deadline for submitting proposals: November 16, 2023, 11:00 am
Proposals will be opened at PCG Landfill November 16, 2023 at 12:00 pm.

Submission of Proposals

Proposals must be on the Proposal Response Form included in the RFP documents. Submissions should be in a **sealed envelope** mailed or delivered to:

PCG Landfill Commission
Attn: Ralph Hollowell, Environmental Health Director
759 Perry's Bridge Rd
Belvidere NC 27919

The package shall be sealed and plainly and clearly marked "**PCG Convenience Site Hauling RFP 2023**"

No responsibility shall be attached to the PCG Landfill Commission or county staff for the premature opening of any proposal not properly addressed or identified.

Sealed proposals are due November 16 no later than 11:00 am at PCG Landfill, 759 Perry's Bridge Rd, Belvidere, NC 27919. Failure to submit a proposal by this deadline will disqualify the Contractor from consideration in this project.

Request for Clarification

The Commission will not be bound by or be responsible for any interpretations or conclusions drawn from this RFP. All questions or requests for clarification or additional information must

be submitted in writing no later than October 30, 2023 at 5:00 pm. These written questions or requests must be submitted to Ralph Hollowell, Environmental Health Director, by mail or email. Any questions the Commission feels are pertinent to all interested contractors will be delivered to all participating contractors as addenda to this RFP. All addenda will be posted on the Albemarle Regional Health Services website at www.arhs-nc.org. It is the responsibility of the Contractor to check for any addenda. All addenda will be posted by November 7, 2023 at 5:00 pm.

In addition, the Commission assumes no responsibility for conclusions or interpretations derived from the technical and background information presented in this RFP, or otherwise distributed or made available during the procurement process. The Commission will not be bound by or responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the Commission, other than those given in writing by the Commission, through the issuance of an addenda. It is the full responsibility of the Contractor to thoroughly investigate the needs/requirements of the Commission not necessarily assumed in this RFP.

Signed Proposal Considered an Offer

Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this RFP will become part of the contract if the proposal shall be deemed approved and accepted by the Commission. In the event of a default on the part of the Contractor after acceptance by the Commission, the Commission may take such action as it deems appropriate, including legal action for damages or specific performance.

Timeline to Execute Contract

As time is of the essence, the Contractor is required to begin and/or commence the work to be performed under this contract within the time frame specified on the Proposal Form. Failure by the Contractor to begin and/or complete the work within the contract time shall be assessed a penalty for each day of overrun. The Contractor hereby agrees to execute this contract and that said charges are considered a just and reasonable compensation to the Commission and said charges shall be deducted from payment.

Availability of Funds

A contract for this project will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in the RFP.

Non-Discrimination

The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin, or disability.

Insurance Coverage

The Contractor shall not commence work under this contract until all insurance required under this section has been obtained. The Contractor shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Contractor agrees that during the term of this contract, the Contractor, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

WORKERS COMPENSATION

Worker's Compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the agreement. Worker's Compensation in the minimum amount of \$500,000 employer's liability. A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

COMPREHENSIVE GENERAL LIABILITY

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than \$500,000 per occurrence/\$5,000,000 aggregate. This Certificate must also include a clause obligating the insurer to give thirty (30) days notice in the event of cancellation of or major change in the insurance, and the name of the Commission (Perquimans Chowan Gates Landfill Commission/ARHS) as an additional insured.

The coverage must include:

1. Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured and it must be signed by the insurance company, not the agent or broker.
2. Contractor's protective coverage for his subcontractors.

COMPREHENSIVE AUTOMOBILE LIABILITY

The Contractor shall maintain Comprehensive Automobile Liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$3,000,000 per accident; and \$5,000,000 aggregate. A

Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance, and the name of the Commission as an additional insured.

Any exceptions must be agreed upon by the Commission prior to contract award.

Collusive Bidding

The Contractor's signature on the Proposal Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Contractor(s) and without effort to preclude the Commission from obtaining the lowest possible competitive price.

General Indemnity

The Contractor shall save and hold harmless, protect, defend, and indemnify the Commission (including the County Managers, Board of Commissioners, as well as Albemarle Regional Health Services employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Contractor (including its officers, agents, and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Contractor. As an integral part of this contract, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the Commission named as an additional insured.

Assignment

The successful Contractor shall be the prime Contractor and shall be solely responsible for all contractual performance. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the Commission, or its rights, title or interests herein, or its power to execute such agreement to any other person, company, or corporation without the previous written consent and approval of the Commission.

Conflict of Interest

All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of the Commission. All Contractors must also disclose in writing with the proposal the name of any employee of the Commission who owns, directly or indirectly, an interests of five percent (5%) or more in the contractor's firm or any of it's branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is, or gives the appearance of, a conflict of interest related to this RFP or project.

Errors and Omissions

The Contractor shall not take advantage of any errors or omissions in this RFP, and shall promptly notify the Commission of any omissions or errors found in this document.

Non-Appropriation Clause

Contractor acknowledges that Perquimans Chowan Gates Landfill Commission is a government entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated from Perquimans, Chowan, and Gates Counties, then this contract shall automatically expire without penalty to the Commission thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the Commission shall not activate this non-appropriation for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial financial crisis, which affects generally the governmental operations of the Commission.

In the event of a change in the Commission's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Commission's authority to continue it's obligations under the contract, then this contract shall automatically terminate without penalty to the Commission upon written notice to the Contractor of such limitation or change in the Commission's legal authority.

References

The Contractor shall provide references of "like" customers, the date, product(s) and services provided for each business reference. The Contractor shall include in the reference information, name, address, contact person(s), telephone number(s), email address and any other information that may be deemed important and that will assist the Commission personnel in contacting the Contractor's references. The Commission may request additional evidence of the Contractor's experience, qualifications, ability, products, service facilities, and financial standing for which the Contractor shall be prepared to provide the Commission, if required.

Evaluation Criteria

The Commission reserves the right to accept any response or reject any or all responses, and to waive defects and irregularities in any response. Price will be a major consideration in the Commission's evaluation criteria, but it will not be the only determining factor. Proposals will be evaluated on a "best overall value" basis including, but not limited to, pricing, experience, references, quality, performance, and the Contractor's ability to adhere to all conditions and requirements of the specifications outlined in this RFP. The Contractor's ability to provide a team of skilled, trained employees and access to and availability of proper equipment, as well as equipment maintenance will be considered. The Contractor's experience with similar projects will also be considered.

Evaluation Criteria (1-5 Scale)

- a. 50% Cost
- b. 50% Service and Reliability

Initial Term

The initial contract term will be for three (3) years beginning effective March 1, 2024 and will be subject to renewals for an additional three (3) year terms based on the Commission's satisfaction of workmanship and responsiveness.

Termination

The Commission shall have the right to terminate its contract to the successful bidder if the Contractor is found to be in material default of its obligations under the contract. The Commission shall provide the Contractor thirty (30) days written notice of termination. In such an event, the Contractor shall be entitled to compensation for all work properly executed. No claim shall be made by the Contractor for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.

Pricing

Submission or any proposal signifies the Contractor's agreement that its proposal and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Contractor. All prices submitted with the proposal shall remain in effect for the ninety (90) day period.

An annual rate adjustment equal to the South Region Consumer Price Index, published by the US Department of Labor, will be allowed. The compensation shall be adjusted annually by the same percentage as the percentage change in the CPI based on the December CPI as compared to the December CPI for the previous year. The request for the adjustment must be made thirty (30) days prior to the anniversary date of the contract. Please submit a fuel surcharge plan if necessary.

SCOPE OF WORK

- A. Perquimans Chowan and Gates Counties operate thirteen (13) convenience sites located within the boundaries of the 3 counties.
 - 1. Residents of the three counties utilize the thirteen (13) convenience sites as drop off centers to dispose of MSW, bulk waste, white goods and metal, yard waste, glass, mixed recyclables, and electronics.
 - 2. The Commission currently owns all of the equipment at the convenience sites. (See attachment A)
- B. Contractor will provide all services necessary to accomplish the emptying of containers listed at all of the sites and disposal of the waste they contain. All solid waste and recycling containers must be hauled at a frequency that will prevent the storage capacity of the containers and site from being exceeded. All containers requiring service will be reported daily and must be serviced within 24 hours.
- C. Contractor must comply with all rules and regulations established by local, state, and federal laws. The Contractor shall be responsible for all permits required to provide this service.
- D. Contractor agrees to designate a contact person and provide telephone numbers where the contact person can be reached at all times including weekends and holidays. The contact person will be called daily or have a haul list emailed to them in order to schedule containers to be hauled. The contact person will be contacted to report any type of complaint.
- E. All responses must furnish satisfactory information of adequate financial resources and experienced personnel to perform the services required by these specifications. No award will be made to respondent who, as determined by the Commission, has an unsatisfactory performance record, inadequate experience, or lacks the necessary capital, organization, and equipment to conduct and complete the services in strict accordance with these specifications. Respondents must have adequate equipment, finances, and personnel to

conduct and complete the required services; upon request, demonstrate such equipment and show financial statements.

- F. All respondents shall supply detailed inventories of their collection equipment and all accessories by type, model, year of manufacture and anticipated remaining useful life as the date of the inventory. All leased equipment shall be listed separately, the time remaining on each leased item and options of renewal, where applicable, shall be stated.
 - 1. Contractor shall bear all costs of maintenance, wear, damages, and comprehensive insurance on leased or contractor owned equipment.
 - 2. Contractor shall bear all cost of damage to site fences, concrete pads, asphalt surfaces, and equipment, resulting from contractor's (including contractor's employee or designee) misuse of equipment.
- G. The Commission will operate and maintain all facilities contained within the collection site.
- H. The Commission shall be allowed to add additional services and equipment and/or reduce needed services and equipment with 30 days written notice. This includes but is not limited to:
 - 1. Number of sites.
 - 2. Number or types of materials.
- I. Successful Contractor shall be required to have available backup trucks and personnel.
- J. Contractor shall make his own determination as to conditions and shall assume all risk and responsibility, and shall complete the work in and under conditions he may encounter or create, without additional cost to the Commission.
- K. Successful Contractor shall service all container requested by the Commission within twenty-four (24) hours of the Commission's service request.
- L. Contract shall incorporate all terms of this RFP.

CONTRACTOR INFORMATION SHEET

1. Company Name _____

2. Owner of Company _____

3. Number of Years in Business _____

4. Number of Persons Employed on a Regular Basis _____

5. Who will be the County's contact person in the event your firm is awarded the Contract?

Name _____

Telephone _____

Email _____

6. Please list three (3) references of businesses (not homes) for which you have provided hauling services in the past 5 years:

Name of Business	Phone #	Years of Service
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PROPOSAL RESPONSE FORM

The undersigned proposes and agrees that if this proposal is accepted to contract with the Perquimans Chowan Gates Landfill Commission for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Proposals documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of the Commission for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the proposal certifies that this proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged: _____ dated _____
_____ dated _____

MUST BE SIGNED TO BE A LEGAL BID.

Respectfully submitted this _____ day of _____ 2023.

SIGNED: _____

NAME: _____

TITLE: _____

Pricing per site shall be submitted on Attachments D, E, and F. Additional information is provided on Attachments A, B, and C.

Attachment A - Number and Types of Containers at Sites

Site name	Address	MSW Compactors (40 yd receiver)	Recycle Compactors (40 yd receiver)	Yard Waste (30 yd)	Metal (30 yd)	Bulk Waste (30 yd)	Glass (20 yd)	Electronics (40 yd receiver)
Perquimans								
Belvidere	200 Sandy Cross Rd, Belvidere	1	1	1	1	2	1	0
Center Hill (Hertford)	500 Center Hill Hwy, Hertford	1	1	1	2	3	1	0
New Hope	100 Deep Creek Rd, Hertford	2	1	1	1	2	1	0
North 17	1430 Ocean Hwy, Hertford	2	1	1	1	2	1	1
South 17	967 Ocean Hwy South, Hertford	2	1	2	1	2	1	0
Chowan								
Edenton (Hancock)	934 Virginia Rd, Edenton	2	1	1	1	2	1	0
Evans Church	2035 Virginia Rd, Edenton	1	1	1	1	2	1	0
Ryland	103 Ryland Rd, Tyner	1	1	1	1	2	1	0
Soundside	205 Soundside Rd, Edenton	1	1	3	2	3	1	1
Gates								
Gates	467 Water Plant Rd, Gates	2	1	1	1	2	1	1
Hobbsville	1304 NC 32, Hobbsville	1	1	1	1	2	1	0
Roduco	1332 US 158 West, Roduco	1	1	1	1	2	1	0
Sunbury	289 NC 32 North, Sunbury	2	1	1	1	2	1	0
TOTALS:		19	13	16	15	28	13	3

Attachment B - Estimated Mileage

Site name	Address	Roundtrip			
		Miles to PCG	Miles to ECE	Miles to RDS	Miles to Chowan Metal
Perquimans					
Belvidere	200 Sandy Cross Rd, Belvidere	4.2	53.4	93	
Center Hill (Hertford)	500 Center Hill Hwy, Hertford	11.5	46.1	109.2	15.5
New Hope	100 Deep Creek Rd, Hertford	19.2	54.6	101.4	
North 17	1430 Ocean Hwy, Hertford	15	51.3	92	
South 17	967 Ocean Hwy South, Hertford	16.4	40.9	116.2	10.3
Chowan					
Edenton (Hancock)	934 Virginia Rd, Edenton	22	34.6	134.2	1
Evans Church	2035 Virginia Rd, Edenton	16.4	40.2	116.6	6.6
Ryland	103 Ryland Rd, Tyner	10.3	46.5	114	12.9
Soundside	205 Soundside Rd, Edenton	29.5	35.3	132.4	5.4
Gates					
Gates	467 Water Plant Rd, Gates	25	37.4	86.8	
Hobbsville	1304 NC 32, Hobbsville	10.3	45.2	102.2	
Roduco	1332 US 158 West, Roduco	23.4	26.6	101.6	
Sunbury	289 NC 32 North, Sunbury	16.5	47	93	
PCG	759 Perry's Bridge Rd, Belvidere			124.2	20.1

**Miles provided are estimates for planning purposes and may/may not consider low weight limit roads/bridges*

Attachment C - Estimated Number of Hauls by Site and Type - FY2023

Site name	Address	Estimated Number of Containers Hauled by Type and Site FY2023						TOTAL HAULS BY SITE
		MSW	Yard Waste	Metal	Mixed Recyclables	Glass	Electronics	
Perquimans								
Belvidere	200 Sandy Cross Rd, Belvidere	147	24	17	4	1		193
Center Hill (Hertf)	500 Center Hill Hwy, Hertford	225	55	34	5	1		320
New Hope	100 Deep Creek Rd, Hertford	179	62	39	8	4		292
North 17	1430 Ocean Hwy, Hertford	228	41	27	7	2	4	309
South 17	967 Ocean Hwy South, Hertford	283	83	42	12	4		424
Chowan								
Edenton (Hancock)	934 Virginia Rd, Edenton	215	79	26	9	2		331
Evans Church	2035 Virginia Rd, Edenton	235	65	19	6	1		326
Ryland	103 Ryland Rd, Tyner	173	41	24	5	1		244
Soundside	205 Soundside Rd, Edenton	330	195	31	18	7	8	589
Gates								
Gates	467 Water Plant Rd, Gates	260	47	41	8	4	5	365
Hobbsville	1304 NC 32, Hobbsville	175	31	11	5	1		223
Roduco	1332 US 158 West, Roduco	200	26	26	5	2		259
Sunbury	289 NC 32 North, Sunbury	252	36	34	8	3		333

**All data provided is an estimation for general planning purposes, not a guaranteed minimum.*

Attachment D - Bid Sheet #1

Pricing for Hauls to PCG

Locations		Cost Per Pickup (roundtrip hauls to PCG)	Estimated # of Pickups to PCG	Estimated Annual Cost
Perquimans				
Belvidere	200 Sandy Cross Rd, Belvidere		193	
Center Hill (Hertford)	500 Center Hill Hwy, Hertford		320	
New Hope	100 Deep Creek Rd, Hertford		292	
North 17	1430 Ocean Hwy, Hertford		309	
South 17	967 Ocean Hwy South, Hertford		424	
Total Estimated Annual Cost for All Perquimans Sites:				
Chowan				
Edenton (Hancock)	934 Virginia Rd, Edenton		331	
Evans Church	2035 Virginia Rd, Edenton		326	
Ryland	103 Ryland Rd, Tyner		244	
Soundside	205 Soundside Rd, Edenton		589	
Total Estimated Annual Cost for All Chowan Sites:				
Gates				
Gates	467 Water Plant Rd, Gates		365	
Hobbsville	1304 NC 32, Hobbsville		223	
Roduco	1332 US 158 West, Roduco		259	
Sunbury	289 NC 32 North, Sunbury		333	
Total Estimated Annual Cost for All Gates Sites:				

Attachment E - Bid Sheet #2

Although the majority of hauls will be from convenience sites to PCG, there will be times that materials will be hauled to/from other locations. Please provide a price per haul based on mileage as indicated. Mileage estimates can be found in Attachment B.

Locations		Cost Per Pickup - One Way Haul to PCG	Cost Per Pickup - One Way Haul to Chowan Metal	Cost per Pickup - Roundtrip Haul to ECE	Cost per Pickup - Roundtrip Haul to Chowan Metal
Perquimans					
Belvidere	200 Sandy Cross Rd, Belvidere				
Center Hill (Hertford)	500 Center Hill Hwy, Hertford				
New Hope	100 Deep Creek Rd, Hertford				
North 17	1430 Ocean Hwy, Hertford				
South 17	967 Ocean Hwy South, Hertford				
Chowan					
Edenton (Hancock)	934 Virginia Rd, Edenton				
Evans Church	2035 Virginia Rd, Edenton				
Ryland	103 Ryland Rd, Tyner				
Soundside	205 Soundside Rd, Edenton				
Gates					
Gates	467 Water Plant Rd, Gates				
Hobbsville	1304 NC 32, Hobbsville				
Roduco	1332 US 158 West, Roduco				
Sunbury	289 NC 32 North, Sunbury				
PCG Landfill	759 Perry's Bridge Rd, Belvidere				

Attachment F - Bid Sheet #3

Please provide a detailed plan for hauling mixed recyclable materials from PCG to RDS.

A large, empty rectangular box with a black border, intended for the bidder to provide a detailed plan for hauling mixed recyclable materials from PCG to RDS. The box is currently blank.