



**Macon County**  
*North Carolina*



## **REQUEST FOR PROPOSALS**

RFP#03-4712p

# **SCRAP TIRE RECYCLING AND DISPOSAL FOR THE MACON COUNTY SOLID WASTE DEPARTMENT**

**ISSUE DATE: MAY 17, 2017**

ISSUING DEPARTMENT:

MACON COUNTY FINANCE DEPARTMENT

5 WEST MAIN STREET

FRANKLIN, NC 28734

PHONE: (828) 524-1640

FAX: (828) 349-2520

ATTN: LINDSAY LEOPARD, PURCHASING AGENT

[lleopard@maconnc.org](mailto:lleopard@maconnc.org)

**PROPOSALS WILL BE RECEIVED UNTIL JUNE 5, 2017 AT 3:30 PM**

**PROPOSALS ARE TO BE SEALED AND MAILED TO THE ABOVE ADDRESS OR DELIVERED TO THE PURCHASING AGENT'S OFFICE LOCATED IN THE MACON COUNTY ANNEX BUILDING AT 5 WEST MAIN STREET, FRANKLIN, NC 28734**

**MACON COUNTY, NORTH CAROLINA**

**FINANCE DEPARTMENT**

Request No. 03-4712p

May 17, 2017

**Request for Proposals for Recycling and Disposal of Scrap Tires**

Proposals are subject to the conditions and specifications herein, are invited for furnishing the following services. **Proposals will be received by the Macon County Finance Department until 3:30 p.m. local time on Monday, June 5, 2017, at which time they will be publicly opened and read aloud.**

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**MAILING INSTRUCTIONS**

1. Contractor shall submit a complete, fully executed proposal with attachments as required herein.
2. If mailed, bid should be forwarded by certified U.S. Postal Service. Please address and mark your bid as shown below.

MACON COUNTY FINANCE DEPARTMENT ATTN: LINDSAY LEOPARD 5 WEST MAIN STREET FRANKLIN, NC 28734 RFP NO. 03-4712p
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3. If forwarded other than by U.S. Postal Service, delivery must be made directly to Macon County Finance Department, 5 West Main Street, Franklin, NC 28734.
4. All Bidders shall seal the envelopes containing proposals and mark upon the outside the following: "SCRAP TIRE RECYCLING AND DISPOSAL SERVICES PROPOSAL- TO BE OPENED JUNE 5, 2017 @ 3:30 P.M." Additionally, the Name and Address of the Contractor/Proposer must be plainly marked on the outside of the envelope.

**NOTE: IF MAIL OR DELIVERY BY ANY OTHER MEANS IS DELAYED BEYOND THE DATE AND HOUR SET FOR BID OPENING, PROPOSAL THUS DELAYED WILL NOT BE CONSIDERED.**

## 1. GENERAL INFORMATION:

1. In 2016, the Macon County Solid Waste Department received approximately 729 tons of scrap tires. The vendor understands that the County does not control the scrap tire waste stream and that there is no guaranteed volume that will be received during the term of this contract.
2. Scrap tires are collected at the Macon County MSW Landfill, 1448 Lakeside Drive, Franklin, NC 28734 (three (3) trailers); Highlands Transfer Station, 1080 Rich Gap Road, Highlands, NC 28741 (one (1) trailer). Macon County Solid Waste Staff transports trailers from the Highlands Transfer Station to the MSW Landfill for pick up by vendor. Additionally, there are three (3) trailers located at non-County facilities: One (1) at Greg's Tire & Service Center, 12385 Georgia Road, Otto, NC 28763; one (1) at Benny's Tire Barn, 67 Middle Skeenah Road, Franklin, NC 28734; and one (1) at DeSoto Trail Metal, 3370 Bryson City Road, Franklin, NC 28734. Each trailer is to be delivered to and serviced from these addresses unless other arrangements are made prior to execution of the contract.

## 2. SCOPE OF WORK:

1. The contractor shall provide all equipment, materials, and labor necessary to process and transport scrap tires generated in Macon County. Furthermore, the contractor shall be responsible for hauling, processing, recycling and/or disposing of all scrap tires in accordance with all applicable state, federal and local environmental and safety laws, regulations, permits, ordinances, and standards. The contractor understands that their contractual relationship with the County will be as an Independent Contractor; and, at no time will they act as an Agent of Macon County. The contractor shall provide a minimum of three (3) fifty-three (53) foot trailers for staging at the MSW Landfill, and one (1) fifty-three (53) foot trailer for staging at the Highlands Transfer Station for the purpose of receiving scrap tires. The contractor shall remove each loaded trailer and replace with an empty trailer within seventy-two (72) hours of contact by the County with the exception of weekends and nationally recognized holidays. The landfill facility shall be available to the contractor Monday through Friday, 7:30am to 3:30pm.
2. In addition, contractor will provide one (1) fifty-three (53) foot trailer to any requesting private scrap tire generators located within Macon County. Macon County will be responsible for the cost of transport, recycling and disposal of scrap tires from these outlets. Should the contractor require for their services any additional fees (e.g.: trailer rental fees; service fees; etc.), which normally charged for this type of service; including any equipment and man-power costs; will be the responsibility of the scrap tire generator, and contractor agrees to hold harmless Macon County for any and all expenses incurred therein.
3. The contractor shall invoice the County monthly for scrap tires collected and transported since the previous invoice. Each invoice shall be according to the fees per the agreed contract. Each invoice shall include a dated listing of the loads collected and transported.

Invoice shall also include location from which the trailer was picked up, and be accompanied by a weight scale ticket for each load invoiced.

4. The County shall provide a location within the designated sites and shall provide all equipment, man-power, and labor necessary to load tires within the van trailers. Sites will provide ample space to provide for efficient handling of the trailers by the contractor. Macon County reserves the right to move the van trailers within the respective facilities and other places within Macon County for the convenience of loading of scrap tires. Upon agreement with the contractor, Macon County will continue to place loaded trailers from the Highlands Transfer Station to the MSW Landfill for servicing by the contractor.

### 3. Contract Requirements

1. Equipment Requirements: The contractor shall provide all equipment necessary to process and transport scrap tires generated in Macon County. Contractor shall stage a minimum of three (3) fifty-three (53) foot trailers at the Macon County MSW Landfill facility; one (1) fifty-three (53) foot trailer to be staged at the Highlands Transfer Station. Contractor will stage one (1) fifty-three (53) foot trailer at tire retail outlets or other scrap tire generators within Macon County upon request of service from the generator; and, in agreement with the Scope of Work conditions listed in Section 2.2., above.
2. Insurance Requirements: In addition, the successful Proposer shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. Additionally, the successful Proposer shall maintain, at its expense, the following minimum insurance coverage:  
\$1,000,000 per occurrence/\$2,000,000 aggregate—General Liability, including product/completed operations, and  
\$1,000,000 per occurrence—Combined Single Limit Commercial Automobile  
  
All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. Such insurance shall remain in full force and effect during the term and any renewals of the contract.
3. Licensing and Permits: The contractor shall maintain all required licenses and permits as required to perform the services outlined in the Scope of Work at all times while under contract with Macon County.

### 4. Proposal and Price Submission

1. The bid price proposed by the contractor shall include a price per ton including processing and transportation of all passenger and truck tires to be paid by the County. If an inflationary index and/or fuel surcharge is to be included in bid price, please include description and application of each in your proposal. **Note: 1) If applicable as a condition of**

the contractor; for budgetary purposes, any consideration of a CPI adjustment associated with a potential annual contract renewal, the contractor shall supply supporting CPI documentation to Macon County by April 15<sup>th</sup> for approval of any requested increase to become effective July 1<sup>st</sup> of that year. 2) If applicable as a condition of the contractor; Macon County will identify the average price per gallon of Diesel Fuel in the Southeast; as most recently published by the U.S. Energy Information Administration. Any fuel surcharge table that is based on a lower amount than that listed will be adjusted to the referenced price per gallon and added to your base per ton/per mile bid price for evaluation.

2. All proposals shall be valid for a period of sixty (60) days following the proposal submission deadline.
3. Proposals must be received at the time and place stipulated in the "Advertisement for Proposals." Proposals and bid price shall be submitted on the form provided with these specifications or copies of it. All forms shall be filled out in ink or typewritten. Proposals received after the time so indicated will NOT be opened. Telegraphic submittals will not be considered.
4. All Bidders shall seal the envelopes containing proposals and mark upon the outside the following: "RFP #: 03-4712p; SCRAP TIRE RECYCLING AND DISPOSAL SERVICES PROPOSAL- TO BE OPENED JUNE 5, 2017 @ 3:30 P.M." Additionally, the Name and Address of the Contractor/Proposer must be plainly marked on the outside of the envelope.
5. Questions regarding the project or the proposal process shall be in writing and directed to Chris Stahl, Director of Solid Waste Management for Macon County, via email to [cstahl@maconnc.org](mailto:cstahl@maconnc.org).
6. From the date shown until the date of opening the proposals, these specifications will continue to be on file in the Finance Department of Macon County, Franklin, NC, during usual office hours, and available to prospective contractors.
7. Payment of invoices by Macon County shall be due thirty days after delivery to Macon County unless otherwise specifically provided, subject to any discounts allowed.
8. Governing Law. This Invitation for Proposals and any resulting contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this proposal or resulting contract shall be brought in the General Court of Justice in the County of Macon and the State of North Carolina.

## **5. Proposal Content**

1. Proposal submittal shall include the following information:
  - a) The Company name, address, and telephone number.
  - b) A detailed company history.

- c) The name, address, and telephone number of a company representative with the authority to answer questions or provide clarification regarding the proposal's contents.
- d) The scope of service to be provided with a detailed description of how the work will be performed; describing servicing of both County facilities and private businesses.
- e) The plans for ultimate disposal and/or recycling of all tires along with a listing by percentage of final disposition of scrap tires processed over the past 12 months (crumb rubber sales, tire derived fuel, landfill, etc.).
- f) Documentation verifying that contractor is duly licensed and permitted to perform the activities required in this contract, including but not necessarily limited to, Scrap Tire Hauling Identification Number Certificate and Waste Tire Processing Permit.
- g) Any assistance or requirements from the County.
- h) List of key personnel to be assigned to perform the service.
- i) A signed copy of any Addenda that may be issued relative to this Request as verification of receipt of Addenda.
- j) A signed copy of the County's Non-Collusion Affidavit.
- k) A bid price proposal following the guidelines from **Section 4** of this document.

## 6. Additional Terms and Conditions

### 1. TIME OF PERFROMANCE:

The contract period shall be for one year from the date the contract is signed, with an option for up to two (2) annual renewals of one (1) year each. As time is of the essence regarding prevention of any gap in service related to removal and processing of scrap tires in Macon County; the service period of the contract shall begin upon execution of a contract. Any adjustment in pricing for inflation at the end of each successive term shall be submitted to Macon County by April 15<sup>th</sup> each year. A request for renewal must be requested by the contractor thirty (30) days prior to expiration of the contract. Failure to request a one-year renewal will result in termination of the contract at the end of the contract year. However, contractor agrees to provide continuous service to Macon County under the contract conditions as they exist at the time of the expiration for a period of up to ninety (90) days to allow Macon County sufficient time to identify a new service provider.

### 2. ISSUING DEPARTMENT:

This bid request is issued by Macon County Finance Department, 5 West Main Street, Franklin, North Carolina 28734. All correspondence and inquiry should be made to this address.

3. **CLARIFICATIONS/INTERPRETATIONS:**

Any and all questions regarding this document must be addressed in writing to the Macon County Solid Waste Director. Questions regarding this Request are to be directed in writing to Chris Stahl, Macon County Solid Waste Director, Monday through Friday, 8:00 a.m. – 5:00 p.m. Fax (828) 349-2185 or email [cstahl@maconnc.org](mailto:cstahl@maconnc.org). Questions and responses will be provided to all bidders by issuance of an Addendum. Any Addenda will be made available on the County's website, [www.maconnc.org](http://www.maconnc.org).
4. **MINOR DEVIATIONS/EXCEPTIONS:**

Addendum: If it becomes necessary to revise any part of the bid, a written addendum will be provided to all bidders. Bidders shall acknowledge receipt of any amendment/addendum by returning a signed copy with their proposal. All addenda are to become a part of the bid documents and subsequent contract award(s). Macon County reserves the right to postpone bid openings for its own convenience.
5. **NONCONFORMING TERMS AND CONDITIONS:**

A submitted proposal that includes terms and conditions that do not conform to the terms and conditions in this bid document is subject to rejection as nonresponsive.
6. **EXPENSES INCURRED IN PREPARING PROPOSAL:**

Macon County accepts no responsibility for any expense incurred by the contractor in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the contractor.
7. **INDEMNIFICATION:**

To the fullest extent allowed by the applicable law, the bidder/vendor covenants to save, defend, keep harmless, and indemnify Macon County and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fines, penalties, and cost (including court costs and attorney's fees, charges, liability, and exposure, however, caused) resulting from, arising out of, or in any way connected with the bidder's/vendor's performance or nonperformance of the terms and contract. This Indemnification shall survive the termination of the contract.
8. **SEVERALABILITY:**

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

9. ASSIGNMENT:

During the performance of the contract, the bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of Macon County.

10. ETHICS IN PUBLIC CONTRACTING:

By submitting their proposals, all Bidders certify that their proposals are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with their proposal. Attached Non-Collusion Affidavit must be fully executed for bid to be deemed responsive.

11. ANTI-DISCRIMINATION:

By submitting their proposals, all Bidders certify to OWNER that they will conform to the provisions of the Presidential Order #11246, the Federal Civil Rights Act of 1964, as amended. Bidder agrees as follows: The Bidder will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by the state law relating to discrimination in employment, except when there is bona fide occupational qualification reasonably necessary to the normal operation of the Bidder. The Bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Notices, advertisements and solicitations placed by or on behalf of the Bidder will state that such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The Bidder will include the provisions of the foregoing paragraphs in this Section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

12. MINORITY AND WOMEN-OWNED BUSINESSES:

OWNER actively solicits both minority and women-owned businesses to respond to all Invitations for Bids and Requests for Proposals.

13. E-VERIFY:

Contractor is hereby required to be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes concerning e-verification at the time of entering the Contract and at all times during the performance of this Contract. All subcontractors utilized by Contractor are likewise required to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes concerning e-verification at the time of entering this Contract and at all times during the performance of this Contract. Contractor shall take necessary steps to include this provision in all contracts with its subcontractors who will perform any portion of the work covered by this Contract.

14. IRAN DIVESTMENT ACT:

Contractor shall certify at the time that its proposal is submitted and at the time of contracting that Contractor is not listed on the Final Divestment List created by the



North Carolina State Treasurer pursuant to N.C. Gen. Stat. Section 147-86.58. Contractor shall further certify that Contractor shall not utilize any subcontractor found on the North Carolina State Treasurer' Final Divestment List in accordance with the provisions of N.C. Gen. Stat. Section 147-86.59 (6).

15. DRUG-FREE WORKPLACE:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

16. All submittals shall be made firm for no less than sixty (60) days from the date of the opening of the Proposals.

# NON-COLLUSION AFFIDAVIT

MACON COUNTY  
REQUEST FOR PROPOSAL, NO. 03-4712p

## SCRAP TIRE RECYCLING AND DISPOSAL FOR THE MACON COUNTY SOLID WASTE DEPARTMENT

The undersigned affirms that the proposal made here-in is made without any connections with any other person, or persons, making any other proposal for the above item(s): that it is in all respects fair and without collusion or fraud:

That \_\_\_\_\_ (Firm Name) is not connected in any official capacity with Macon County, and that no person, or persons, acting in such a capacity are directly, or indirectly, interested herein or in any of the profit arising or anticipated from this transaction.

In making this proposal, it is understood and agreed, that the conditions set forth in the advertisement for bids, instructions to bidders, terms and conditions and specifications together with the proposal shall form a part of and be construed with the contract under the same.

The acceptance of this proposal by Macon County, as evidenced by the issuance of a Macon County Purchase Order, will be held to be a mutual agreement as to each and every clause of this proposal and to constitute a contract between the parties hereto.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

State of North Carolina  
County of: \_\_\_\_\_

Sworn to and subscribed  
before me, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# REQUEST FOR PROPOSAL FORM

## SCRAP TIRE RECYCLING AND DISPOSAL FOR THE MACON COUNTY SOLID WASTE DEPARTMENT RFP NO. 03-4712p

Proposal Furnished by: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

We who furnish this proposal have carefully examined the instructions in this RFP, completed the Non-Collusion Affidavit, reviewed the Specifications, **and all Addenda which we list below**, and therefore furnish the bid proposal as shown below.

Addenda (if none, state "N/A"): #1 \_\_\_\_\_, #2 \_\_\_\_\_, #3 \_\_\_\_\_

Description	Price/Comment
1. Fee to stage van trailers and collect, transport, process, and properly recycle and/or dispose of scrap tires generated in Macon County and collected at Macon County Solid Waste Facilities	\$ _____ Per Ton
2. Any additional fees and requirements along with a proposed scope of services for non-County facility scrap tire generators that are not covered in Item #1. Attach additional sheet(s) if necessary.	Comments: <div style="text-align: right;"> \$ _____ Per Month  \$ _____ Other  \$ _____ Other </div>
3. Provide description of any and all annual inflationary and/or fuel surcharge calculations you require for multi-year contracts (if applicable per Item 3 above). Attach additional sheet(s) if necessary.	Comments:
4. Please list final disposition of scrap tires processed over the past 12 months as a percentage of recycling and/or disposal method utilized. Attach additional sheet(s) if necessary.	_____ % Recycled as: _____ _____ % Recycled as: _____ _____ % Recycled as: _____ _____ % Recycled as: _____ _____ % Recycled as: _____ _____ % Landfilled: _____

Date of Submittal: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature