



Request for Proposals No. 2021-067 Biosolids Composting Services

Due Date: June 22, 2021
Time: 10:00 AM EDT
Receipt Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Non-Mandatory, Pre-Proposal Conference & Site Visit

Date: June 9, 2021
Time: 10:00 AM EDT
Location: 12 Mile Creek Water Reclamation Facility
8299 Kensington Dr.
Waxhaw, NC 28173

Procurement Contact:

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina Request for Proposals No. 2021-067 Biosolids Composting Services

Electronic proposals will be received by the Union County's Procurement Department at the Union County Government Center, 500 North Main Street, Monroe, NC 28112 until **10:00 AM EDT on June 22, 2021**. Late submittals will not be accepted.

A Non-Mandatory, Pre-Proposal Conference and Site Visit will be held on **June 9, 2021 beginning at 9:00 AM EDT** at 12 Mile Creek Water Reclamation Facility, 8299 Kensington Dr., Waxhaw, NC 28173. Representatives from Union County Public Works will be on-hand to give a brief overview of the project and to answer questions. Attendance at this meeting is strongly encouraged.

Union County, through Public Works, is soliciting proposals from experienced and qualified Firms to provide Biosolids Composting Services.

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Proposal Documents from the Union County website:
<https://www.unioncountync.gov/departments/bids-procurement/current-bids>
2. Download the Solicitation Documents from the State of North Carolina IPS website:
www.ips.state.nc.us (Bid by Departments, search County of Union).

All questions about the meaning or intent of the Proposal Documents are to be submitted in writing to the Procurement contact person listed on the cover page (vicky.watts@unioncountync.gov). Deadline for questions is **June 14, 2021 at 2:00 PM EDT**.

Union County reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest.

Union County reserves the right to award to multiple vendors.

Offerors are required to comply with the non-collusion requirements set forth in the Solicitation Documents.

Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

2 Submittal Details

2.1 PROPOSAL SUBMISSION DEADLINE AND DELIVERY ADDRESS

All Proposal Submittals are to be received by the Union County Procurement Department no later than **10:00 AM EDT on June 22, 2021** per the instructions below. Any submittals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. Select the Solicitation drop down arrow and choose this RFP from the list. Complete the form, upload your proposal, and select submit. An email will be sent to the address listed on the form as your confirmation of receipt.

The proposal package **must be signed** by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Paper submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse Offerors for any expenses incurred in preparing proposals in response to this request.

Union County reserves the right to:

- Reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest;
- Cancel this solicitation; and
- Award to multiple vendors.

2.3 NON-MANDATORY, PRE-PROPOSAL CONFERENCE AND SITE VISIT

A Non-Mandatory Pre-Proposal Conference and Site Visit will be held on **June 9, 2021 beginning at 9:00 AM EDT** at the 12 Mile Creek Water Reclamation Facility, 8299 Kensington Dr., Waxhaw, NC 28173. Representatives from Union County Public Works will be on-hand to give a brief overview of the project and to answer questions. Although attendance at this meeting is not mandatory, it is strongly encouraged. Individual requests for site visits will not be accommodated.

2.4 PROPOSAL QUESTIONS

Proposal questions will be due on or before **June 14, 2021 at 2:00 PM EDT**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions by e-mail to Vicky Watts at vicky.watts@unioncountync.gov by the deadline shown above. **The email subject line should identify the proposal number and project title.** All questions and answers may be posted as addenda on www.unioncountync.gov and www.ips.state.nc.us.



2.5 PROPOSAL ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this RFP or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Offeror on Appendix B – Addendum and Anti-Collusion form.

2.6 COMMUNICATION

All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this Request for Proposals must be made only through the Procurement Contact noted on the cover of this RFP. A violation of this provision is cause for the County to reject a Company's proposal. No contact regarding this document with other County employees is permitted and may be grounds for disqualification.

3 INTRODUCTION

3.1 COUNTY

The County (estimated population 239,859) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

3.2 PURPOSE

Union County, through Public Works, is soliciting proposals from experienced and qualified Firms to provide for the disposal – primarily, hauling and composting biosolids produced at the Union County Public Works (UCPW) Twelve Mile Creek Water Reclamation Facility (WRF). Work performed shall comply with all applicable federal and state regulations and UCPW's permit: NC0085359

4 SCOPE OF WORK

UCPW owns and operates Twelve Mile Creek WRF. This WRF produces biosolids that are the solid or semi-solid material captured from their respective treatment processes. These biosolids conform to regulations promulgated by the U.S. Environmental Protection Agency (EPA), as codified in 40 CFR Part 503, including the regulations for Class B pathogens, for Class "B" biosolids.

Class B Biosolids produced at the Twelve Mile WRF are dewatered for removal and disposal in accordance with UCPW's permit from the State. UCPW desires to have dewatered Class B Biosolids removed and transported from the Twelve Mile Creek WRF for beneficial reuse.

5 BACKGROUND

5.1 INTRODUCTION

UCPW operates five (5) WRFs. Liquid biosolids produced at the Tallwood WRF, Grassy Branch WRF, and Olde Sycamore WRF are transported to the Crooked Creek WRF for further treatment and removal as liquid Class B Biosolids. Class B Biosolids are also produced at the Twelve Mile Creek WRF. Information regarding estimates of sludge produced and method of producing sludge for Twelve Mile Creek WRF are detailed below:

Twelve Mile Creek WRF
8299 Kensington Drive
Waxhaw, NC 28173

Sludge estimate: 1,543.5 dry metric tons/yr.

Production and stabilization method:

- Aerobic digestion
- Mechanical dewatering by gravity belt thickener

Previously, liquid Class B Biosolids were removed from the Twelve Mile Creek WRF for land application. A dewatering facility has been constructed that will produce dewatered Class B Biosolids at this WRF.

5.2 CHARACTERISTICS OF BIOSOLIDS

Type and Condition: Normal product is an aerobically digested biosolids which meet EPA Part 503 quality criteria for Class “B” categorization.

Material from Twelve Mile Creek will be dewatered to an average solids concentration of 15-20% solids by belt filter press.

Union County produces approximately 50 tons of cake per day at 16-18% solids. Dewatering hours are expected to be 9 hours per day, 5 days per week.

UCPW does not guarantee the estimated quantities or percent solids produced during the contract period which could be more or less than the quantities shown.

5.3 UCPW'S DUTIES

The duties of UCPW shall be the following:

- Operate all UCPW solids processing units at UCPW's WRFs, including thickeners, digesters, holding tanks, and belt filter presses;
- Maintain all of UCPW's Class B Biosolids and storage facilities;
- Dewater biosolids, load trailers, move trailers to staging area if needed.

6 CONTRACTOR REQUIREMENTS AND TASKS TO BE PERFORMED

6.1 SUMMARY OF SERVICES

Contractor shall furnish all permits, labor, materials and equipment required to remove, transport, beneficially reuse, and otherwise manage all Biosolids produced by Twelve Mile Creek WRF. Contractor shall perform all services in strict accordance with all Applicable Law. Within twenty-four (24) hours of occurrence, Contractor shall provide UCPW with written notice of violation or noncompliance with respect to Contractor's permit(s), UCPW's permit(s), or of any action commenced in any court of competent jurisdiction involving the operations conducted by Contractor during Management of Biosolids.

6.2 PLANNING AND ADMINISTRATION

Contractor shall be required to conduct short- and long-term planning efforts in conjunction with UCPW to assure that there will be reliable methods and resources available for Biosolids Management. Contractor shall perform the following services related to the Management of UCPW's Biosolids: monitoring and evaluating local, regional, state and federal rules and policy changes, including making necessary changes to the management of biosolids based upon such changes in law and policy; assisting UCPW in improving the quality of its products and reuse program; enhancing public acceptance of UCPW biosolids and the management of such biosolids; and utilizing creative means of quality; cost effective Management of UCPW's biosolids.

The Contractor shall supply the following information prior to beginning services, and again, whenever such information changes, or when requested by UCPW:

- List of equipment, type and number to be used;
- An outline of procedures to be used by the Contractor at UCPW WRFs;
- A plan of operation detailing the method of removal;
- The emergency spill control plan described in 6.15 below.

6.3 TECHNOLOGIES AND MANAGEMENT PRACTICES

Contractor shall apply beneficial use technologies and/or management practices that will enhance the Management of Biosolids at UCPW WRF. Contractor agrees that it shall use only proven technologies that are consistent with the requirements for Biosolids Management.

6.4 USE AND MAINTENANCE OF UCPW EQUIPMENT AND FACILITIES

It is the responsibility of Contractor to ensure that all employees performing work are trained in the proper use and maintenance of any UCPW equipment. It is Contractor's responsibility to be familiar with UCPW's facilities and equipment, including scales, staging areas, and other applicable support equipment that may be encountered in the Management of UCPW's Biosolids. Contractor shall use equipment owned by UCPW as authorized by UCPW in a safe and workmanlike manner using due care with respect to such equipment. Contractor shall provide the equipment necessary to haul UCPW's Biosolids.



6.5 EQUIPMENT

Contractor shall secure, maintain, and insure Transport Vehicles and other equipment necessary for the transport of UCPW's Biosolids for composting. Contractor shall ensure that all equipment used for such purposes is operated safely and that such equipment, and use thereof, complies with all Applicable Law, as well as UCPW's Safety Policy and Procedures. Furthermore, all such equipment shall be clean and provide a positive public image at all times. All equipment used shall be equipped and maintained to prevent leakage, spillage, and/or overflow. UCPW shall not be responsible for downtime of any loading equipment used by Contractor. Contractor shall provide UCPW a detailed equipment list to include number and type of units that will be utilized for the Management of UCPW's Biosolids. At a minimum, this equipment shall include:

- Transport Vehicles for Biosolids removal must include DOT-approved volume-certified trailers capable of safely transporting Biosolids in accordance with Applicable Law. All necessary truck tractors which are part of Transport Vehicles and required to safely transport trailers must be provided by Contractor. All trailers will be numbered, which numbers shall be noted on the daily Trip Tickets. In addition, all Transport Vehicles shall be marked with all required DOT placards, as well as Contractor's name and telephone number. All tractors and trailers must be equipped with spill guards and mud flaps.

Contractor is responsible for ensuring all DOT weight requirements, as well as other requirements of Applicable Law, are met related to Transport Vehicles.

6.6 REMOVAL AND TRANSPORT OF BIOSOLIDS

Contractor shall be responsible for the following requirements for removal and transport of all UCPW Biosolids as it relates to those facets of the management of such Biosolids:

- All removal and transport of Biosolids shall occur during UCPW normal working hours, Sunday through Monday, 6 am to 6 pm, excluding holidays, provided, however, that UCPW may in its sole discretion direct or give permission to Contractor to transport Biosolids outside of UCPW working hours;
- The Contractor shall receive biosolids in all weather conditions, whenever the biosolids are made available, and shall be responsible proper handling and transportation to the satisfaction of UCPW;
- No UCPW Biosolids removal and transport schedules shall conflict with any WRF operations or work schedules. In all cases, UCPW's WRF operations will take precedence over Biosolids removal and transport, schedules, as well as any other management of UCPW's Biosolids by Contractor;
- Dewatered Biosolids shall be measured by the wet ton on scales certified by the State for North Carolina, Department of Agriculture, Bureau of Weights and Measures for use in weighments for a commercial transaction;

- Any failure by Contractor to provide transportation and application of UCPW's Biosolids in the manner expected shall result in a charge for the actual costs incurred by UCPW to remove and dispose of the Biosolids.

6.7 CLASS B BIOSOLIDS REMOVAL DOCUMENTATION

Biosolids removed by Contractor shall be documented on a daily Trip Ticket. The daily Trip Ticket will serve as a manifest for transport of the Biosolids, as well as an invoice document for Contractor. Each daily Trip Ticket will accompany the driver at all times during the transport of Biosolids from the UCPW WRF to the Processing Site.

Trip Ticket shall include at a minimum:

- UCPW WRF from which the Biosolids were removed;
- Volume and/or mass of such Biosolids removed;
- Identification of the Transport Vehicle, as well as the Transport Vehicle number;
- Transport Vehicle driver's name and signature;
- Date and time of Biosolids removal;
- Beginning and ending mileage of each Transport Vehicle;
- Any other information that may be required by Applicable Law.

Trip tickets must be provided to UCPW at each hauling event. A monthly summary report summarizing the quantities of Biosolids removed from the UCPW WRF must be provided.

6.8 MONITORING, RECORD KEEPING, AND REPORTING

Contractor shall develop an appropriate monitoring, record keeping, and reporting program to demonstrate compliance with all local, state, regional and federal compliance requirements, and other Applicable Law, in Contractor's Management of Biosolids.

6.9 BIOSOLIDS PRODUCT QUALITY & QUALITY IMPROVEMENT PROGRAM

Contractor shall assist UCPW in its goal of providing quality Biosolids at all times and continuously seeking methods of improving the quality of UCPW Biosolids and Biosolids processes by suggesting ways of improving the efficiency of producing, processing, removing, transporting all Biosolids.

6.10 SPILL CONTROL AND CLEAN-UP PROCESS

Contractor shall be responsible for the following:

- Any spillage of Biosolids on UCPW's property, public or private roadways, or any other property during Contractor's Management of Biosolids shall be the responsibility of, as well as managed, contained, removed, and properly disposed of by, Contractor;
- A Spill Control and Clean-Up Plan and Procedure which complies with DOT, OSHA, NCDEQ, SCDHEC, EPA and UCPW regulations and standards, as well as other Applicable Law, shall be developed and implemented by Contractor;

- Contractor shall immediately notify UCPW once a spill of Biosolids, of any amount, has occurred. Contractor shall submit a written report describing the nature of the spill; quantity of Biosolids spilled; actions taken to manage, contain, remove, and clean up the spill; the environmental impact of the spill; and the preventative steps that will be taken in the future to avoid spills to UCPW within twenty-four (24) hours of the spill;
- Contractor shall pay for all expenses incurred, by both itself and UCPW, from a spill occurring during its management of Biosolids. This includes, without limitation, all expenses from all management, containment, clean-up, removal, environmental testing, remediation and disposal at a licensed site (if necessary) which may occur as a result of a spill, as well as any penalties, fines, or any other costs assigned to UCPW issued by any governmental agency or other authority as a result of the spill.

6.11 SAFETY PROGRAM

Contractor shall certify that it has an Occupational Safety and Health Program in place and that Contractor is in compliance with OSHA and North Carolina Department of Labor standards and regulations.

6.12 INSPECTION RIGHTS

The Contractor shall allow and assist in the inspection of its activities by UCPW. All vehicles used by Contractor must be available for inspection by UCPW personnel at any time requested by UCPW.


7 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

7.1 TERMS OF SUBMISSION

All material received from a person or company (“Respondent”) in response to this solicitation shall become the property of Union County and will not be returned to the Respondent. Any and all costs incurred by a Respondent in preparing, submitting, or presenting submissions are the Respondent’s sole responsibility and Union County shall not reimburse the Respondent. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Respondent considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Respondent must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Respondent understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a



copy of any information in the Respondent's materials which was properly labeled by the Respondent as a trade secret, Union County will notify the Respondent of the request and the date that such materials will be released to the requestor unless the Respondent obtains a court order enjoining that disclosure. If the Respondent fails to obtain the court order enjoining disclosure prior to that date, Respondent understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Respondent also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Respondent.

7.2 PROPOSAL FORMAT

The County desires all responses to be identical in format in order to facilitate comparison. While the County's format may represent a departure from the vendor's preference, the County requests adherence to the format. All responses are to be in the format described below.

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each Offeror is required to submit the proposal electronically – Refer to page 4, 2.2. Each section should be identified as described below. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

The County may award a contract based on initial offers received without discussion of such offers. A proposer's initial offer should, therefore, be based on the most favorable terms available. The County reserves the right to contact proposers regarding cost and scope clarification at any time throughout the selection process.

The successful Offeror's proposal must include all responses to the requirements contained within this RFP and all appendices (if applicable) must be completed in their entirety.

By submitting a proposal, the successful Offeror's Offeror agrees to all applicable provisions, terms and conditions associated with this RFP. This solicitation, the successful vendor's submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

Omissions and incomplete answers may be deemed unresponsive. Please initial any corrections.



The proposal should be organized and identified by section as follows:

- **Section A** – Cover Letter
- **Section B** – Company Background and Experience
- **Section C** – Project Team
- **Section D** – Methodology and Implementation Plan
- **Section E** – References
- **Section F** – Cost Proposal
 - Appendix A – Cost Proposal
- **Section G** – Required Forms
 - Appendix B – Proposal Submission (signed)
 - Appendix C – Addenda Receipt and Anti-Collusion (signed)

7.2.1 SECTION A – COVER LETTER

Provide the following information about your company. Respond to each item and provide supporting documentation and/or exhibits as requested or desired.

1. Legal Company Name and DBA (if applicable)
 - Address
 - Telephone Number
 - Website Address
 - Name of Single Point of Contact
 - Title
 - Telephone Number
 - Email Address
2. Name of Person with Binding Authority
 - Title
 - Address
 - Telephone Number
 - Email Address
3. Stipulate that the proposal price will be valid for a period of 180 days.
4. Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: “The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the County as to any material facts.”

7.2.2 SECTION B – COMPANY BACKGROUND AND EXPERIENCE

This section provides each company with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other companies. Careful attention should be paid to providing information relevant to Union County needs.

Provide a concise profile of the Vendor’s organization to include the following:

- Company history, and number of years in business under the current organizational name and structure and services offered.
- Track record of successful implementation and satisfied customers. Include successful completion of at least 5 biosolids removal, composting and associated services contracts within the past 10 years for public sector utilities. Include projects that are most similar in scope and volume. Provide information on each project to include the following:
 - Project Manager
 - Project and Facility Name, Location, and Owner
 - Contract Dates (include Notice to Proceed, Contractual Completion, and Actual Completion)
 - Description of Contract.
- What is the Vendor's service commitment to customers and measurements used?
- Are audited or otherwise verifiable financial statements available upon request?
- Is the vendor's organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services

7.2.3 SECTION C – PROJECT TEAM

Describe the professional staff to be associated with this project. Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the County for approval before they begin work. At a minimum, this section should include the following information for each key person identified by the company:

- Name and title
- Project responsibilities and roles
- Involvement levels & durations
- Years of relevant experience
- Length of service with the company

7.2.4 SECTION D – METHODOLOGY AND IMPLEMENTATION PLAN

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

- An implementation plan that describes in detail the methods, including controls, by which your firm manages projects of the type.
- Project management, implementation strategies or techniques that the respondent intends to use in carrying out the work.
- Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of this solicitation.

- Detailed description of specific tasks you will require from County staff. Explain what the respective roles of County staff and your staff would be to complete the tasks specified.

7.2.5 SECTION E – REFERENCES

Provide, at a minimum, five (5) comparable clients with whom your firm has an established relationship similar to the Scope of Work outlined in this RFP and include the following:

- Company Name
- Contact Name and Title
- Address
- Phone Number
- Email Address
- Project name
- Length of Relationship

7.2.6 SECTION F – COST PROPOSAL

Complete unit priced cost outlined on the Cost Proposal (Attachment A). Appendix A must be complete and submitted with proposal.

7.2.7 SECTION G – REQUIRED FORMS

Offerors must include with their proposal signed copies of the following documents:

- Appendix B – Proposal Submission (signed)
- Appendix C – Addenda Receipt and Anti-Collusion (signed)

7.3 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP until a selection has been made, other than the County's designated contact person identified in the introduction to this RFP.
2. Representatives of Union County will read, review, and evaluate the RFP independently based on the evaluation criteria. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
3. The County will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will assess the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents.
4. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
5. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation

criteria and other relevant RFP information will be used to assist in determining the finalist Vendor.

7.4 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the Vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the County will consider the information submitted in the RFP as well as the meetings (if applicable) with respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Criteria	Weights
Company Background and Experience	40%
Implementation Plan & Staff Support	35%
Cost Proposal & Compliance with Submittal Requirements	25%

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team. The successful vendor's demonstration (if requested), along with questions and answers, will be a critical component of the overall vendor evaluation.


After identification of Short-Listed Offerors, the County may or may not decide to invite Short-Listed Offerors to vendor demonstration/interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Criteria	Weights
Proposed Approach and Staff	65%
Quality and Relevance of Interview as it Relates to the Scope of the RFP	35%

Additional meetings may be held to clarify issues or to address comments, as deemed appropriate. Proposers will be notified in advance of the time and format of such meetings.

7.5 AWARD PROCEDURE

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.



The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms.

A proposal may be rejected if it is incomplete. Union County may reject any or all proposals and may waive any immaterial deviation in a proposal.

More than one proposal from an individual, Offeror, partnership, corporation or association under the same or different names, will not be considered.

The County reserves the right to enter into negotiations with the top ranked Offeror. However, negotiations with the top ranked Offeror does not signify a commitment by Union County to execute a contract or to continue discussions.

The County reserves the right to terminate negotiations at any time and for any reason. The County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award shall be made in the best interest of the County. This Request for Proposal is not subject to any competitive bidding requirements of North Carolina law. The County reserves the right to accept other than the most financially advantageous proposal. The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

7.6 CONFLICT CERTIFICATION

The Offeror must certify that it does not have any actual or potential conflicts of interest with, or adversarial litigation against the County or any of its officers or employees. During the course of the contractual relationship formed pursuant to this solicitation, any such conflict of interest, whether newly arising or newly discovered, must be disclosed to the County in writing.


8 GENERAL CONDITIONS AND REQUIREMENTS

8.1 TERMS AND CONDITIONS

The contract award shall be for an initial term of two (2) years. Upon completion of the initial term, the County shall have the option, in its sole discretion, to renew the contract for a maximum of three (3) additional one-year terms for a maximum contract duration of up to five (5) years, pending budget approval.

Union County has the right to reject any or all proposals, to engage in further negotiations with any Company submitting a proposal, and/or to request additional information or clarification. The County is not obligated to accept the lowest cost proposal. The County may accept that proposal that best serves its needs, as determined by County officials in their sole discretion.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.



All proposals submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

8.2 COST ADJUSTMENTS

The Unit Pricing for the Initial Term shall be based upon the response to this solicitation. However, the Unit Pricing for any Renewal Term may be adjusted at the beginning of such Renewal Term by multiplying the Unit Pricing effective in the previous term by the quotient of the All Urban Consumers Price Index (CPI-U) (South Region), Others Goods and Services, with the Index Period of 2020-2024 as published by the Bureau of Labor Statistics, United States Department of Labor, in effect ninety (90) days prior to the commencement date of the new Renewal Term divided by such CPI in effect for the same month one (1) year prior to such date. However, any Unit Pricing increase pursuant to the previous sentence shall be capped at a five percent (5%) increase from one term to the next. Any such Unit Pricing adjustment for a Renewal Term must be requested by the Vendor or County within thirty (30) days from the date of the County's notice of its exercise of an option to renew the Contract for a Renewal Term.

8.3 CONTRACTUAL OBLIGATIONS

The contents of this Proposal and the commitments set forth in the selected Proposal(s) shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service Provider(s).

8.4 PERFORMANCE BOND


Contractor is required to supply a Performance Bond in the amount of one hundred percent (100%) of the estimated annual contract price, with corporate surety listed on the Treasury Department's most current list, and approved by UCPW. A surety bond shall be provided for the term of the Contract on an annual renewable basis. The Performance Bond shall remain in effect through the period ending one year after the termination or expiration of this Contract.

8.5 SUB-CONTRACTOR/PARTNER DISCLOSURE

If the proposal by any Company requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The Company submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

8.6 EXCEPTION TO THE PROPOSAL

An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the Proposal. All exceptions taken must be identified and explained in writing in the proposal and must specifically reference the relevant section(s) of this Proposal. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this Proposal. If the Service Provider provides an alternate solution when taking an exception to a requirement,



the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

8.7 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Vendor may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 180 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted. The proposal will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Proposal" – with solicitation number and name on the front of the envelope. Oral, telephone, or fax modifications or corrections will not be recognized or considered.

8.8 EQUAL EMPLOYMENT OPPORTUNITY

All Offerors will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

8.9 MINORITY BUSINESSES (MBE) OR DISADVANTAGED BUSINESSES (DBE)

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

8.10 LICENSES

The successful Offeror(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

8.11 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Vendor/Offeror shall ensure that Offeror and any Sub-Contractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.



8.12 DRUG-FREE WORKPLACE

During the performance of this Request, the Offeror agrees to provide a drug-free workplace for their employees; 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 workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.

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 Offeror/Offerors 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 Request.

8.13 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor’s sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS’ COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer’s Liability with limits of:

\$500,000	Each Accident
\$500,000	Disease - Each Employee
\$500,000	Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY


(for any agreement unless otherwise waived by the Risk Manager)
Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000	Combined Single Limit - Any Auto
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- D. PROFESSIONAL LIABILITY
(only for any agreement providing professional service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

- E. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)
(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.


ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

- 
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

- I. Certificate Holder shall be listed as follows:

Union County
Attention: Keith A. Richards, Risk Manager
500 N. Main Street, Suite #130
Monroe, NC 28112

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

8.14 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

Intentionally Left Blank

9 APPENDIX A – COST PROPOSAL

RFP 2021-067 Biosolids Composting Services

SUBMIT WITH PROPOSAL

Provide a unit cost for all work shown below:

Biosolids Processing	Unit	Unit Cost
Transfer of Dewatered Sludge to Processing Facility	\$/Wet Ton	
Disposal of Dewatered Sludge at Processing Facility (Tipping Fee)	\$/Wet Ton	

Name of Company: _____



10 APPENDIX B – PROPOSAL SUBMISSION

RFP 2021-067 Biosolids Composting Services

SUBMIT WITH PROPOSAL

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

County/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-advertise this project. Proposal is valid for 180 days. Proposal is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION

RFP 2021-067 Biosolids Composting Services

SUBMIT WITH PROPOSAL

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____

Name: _____

Title: _____

Email Address: _____

Signature: _____

Date: _____



12 APPENDIX D – SAMPLE VENDOR PAYMENT NOTIFICATION
RFP 2021-067 Biosolids Composting Services

Informational Purposes Only - Do not submit with proposal.

ATTENTION: ACCOUNTS PAYABLE VENDORS

As part of our Fraud Prevention Program, Union County now prefers two methods for payments to vendor accounts. These methods allow for faster and easier payments to vendors.

The first and preferred method available is to accept a VISA card payment from the County. If you accept payment via VISA, payment is made at the time of the transaction or upon receipt and approval of the invoice.

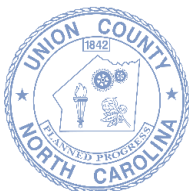
The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on Monday (or the first banking day if Monday is a bank holiday) following receipt of an approved invoice from the County department invoiced.

An EFT Enrollment Form to enroll in the program is attached for your convenience. You can also visit the Union County website at www.unioncountync.gov at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Alex Whitaker at 704-283-3538 or Christi Climbingbear at 704-283-3543, or send an email to alex.whitaker@unioncountync.gov and you will be added to the list of vendors accepting the VISA card method of payment.

Union County prefers all vendors participate in one of the two methods described above.

Thank you in advance for your participation.





Please return this completed form and supporting documents to:

Union County -Finance Office
Suite 714, 7th Floor, 500 N. Main Street, Monroe NC 28112

Phone: (704) 283-3886 Fax: (704) 225-0664

Email: ap@unioncountync.gov

Authorization for payment via Electronic Funds Transfer (EFT)

Initial Enrollment

Change Information

Today's Date _____

Company Name _____

Street Address _____

City, State, Zip _____

By signing below, I hereby authorize Union County to electronically deposit funds into the account indicated below. I understand that if my banking information changes and Union County is not made aware of this change, then payment may be delayed.

Bank Name _____

Address _____

City, State, Zip _____

Routing/ABA # _____ Bank Acct No. _____

Payment Notification: I hereby authorize the following individual to receive an email notification of payment details for all funds deposited to the above account by Union County.

Name & Title _____

Email Address _____

Phone Number _____

Officer Name & Title _____

Phone Number _____

Signature: _____

FOR ACCOUNT VERIFICATION, PLEASE ATTACH A VOIDED CHECK.

This authorization will remain in effect until Union County has received written notice to discontinue.

Print Form