



## **Request for Proposals No. 2023-088** **Recycling Materials Hauling/Processing**

**Due Date:** May 30, 2023  
**Time:** 11:00 AM EDT  
**Receipt Location:** Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

**Procurement Contact:**

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Procurement Specialist  
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darius.jones@unioncountync.gov

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## 1 NOTICE OF ADVERTISEMENT

### Union County, North Carolina Request for Proposals No. 2023-088 Recyclable Materials

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 **11:00 AM EDT on May 30, 2023**. Late submittals will not be accepted.

Union County, North Carolina, through the Union County Solid Waste Department is soliciting proposals for Hauling and Processing of Recyclables from the Union County Solid Waste Management Facility.

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](http://www.ips.state.nc.us) (Bid by Departments, search County of Union).

All questions about the meaning or intent of the RFP Documents are to be submitted in writing to the Procurement contact person listed on the cover page ([darius.jones@unioncountync.gov](mailto:darius.jones@unioncountync.gov)) no later than **May 15, 2023 at 5:00 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. With limited response, Union County reserves the right to extend the solicitation opening date as appropriate in order to assure a competitive procurement process.

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 **11:00 AM EDT on May 30, 2023** 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://ifportal.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 PROPOSAL QUESTIONS

Proposal questions will be due on or before **May 15, 2023 at 5:00 PM EDT**. The primary purpose is to provide participating Offerors with the opportunity to ask questions, in writing, related to the RFP.

Submit questions in a Word Document or in the body of an email and send to Corey Brooks at [darius.jones@unioncountync.gov](mailto:darius.jones@unioncountync.gov) by the deadline shown above. Questions sent in graph or Excel sheet format will not be accepted. **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](http://www.unioncountync.gov) and/or [www.ips.state.nc.us](http://www.ips.state.nc.us).

### 2.4 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 C – Addendum and Anti-Collusion form.

## **2.5 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 PURPOSE**

## **3.1 COUNTY**

Union County (estimated population 242,657) 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 INTRODUCTION**

Union County through the Union County Solid Waste Department is soliciting proposals from qualified vendors for hauling and processing of recyclables from the Union County Solid Waste Management Facility.

Union County is requesting proposals from qualified contractors to provide hauling and processing services for recyclables from the Union County SWMF. The contractor shall provide sufficient open top 100 cubic yard transfer trailers to allow County staff to load recyclable materials into the transfer trailers (walking floor type preferred). Once recyclable commodities are loaded into the transfer trailer the contractor will transport the materials within the transfer trailer to a Material Recovery Facility for processing, sorting, and marketing of those materials. The contractor will replace the loaded trailer with an empty trailer.

The County currently operates five (5) Solid Waste Convenience sites and the Union County Solid Waste Management Facility, located at 2125 Austin Chaney Road, Wingate NC 28174. The County operates a dual stream collection system for recyclable materials. The first stream is fiber which includes: cardboard, newsprint, chipboard, magazines, office paper, books. The second stream is commingled, which includes: plastics #1-7, metal cans, and aluminum. Union County currently collects from convenience sites and the landfill facility an average of seventy-four (74) tons of fiber material and forty (40) tons of commingled recyclables each month.

(NOTE: Historical data is provided for illustrative purposes only and is in no way meant to imply or guarantee minimum quantities).

## SCOPE OF SERVICES

### 3.3 DESCRIPTION OF SERVICES DESIRED

Once notified by Union County the contractor shall transport, process, sort and market recyclable materials from the Union County SWMF. The contractor shall respond to collect contents within (24) twenty-four hours of notification by the County. No more than four (4) loaded transport trailers can be located at the Union County Landfill at any time.

The contractor shall establish a tare weight for each empty trailer and shall weigh full trailers leaving the SWMF, utilizing the County scales at the SWMF. Tonnage quantities shall be reported immediately to the on-site attendant and a monthly report identifying all quantities collected shall be reported to the Union County Recycling Coordinator.

Union County anticipates the contractor shall provide payment to Union County for the materials loaded into the transfer trailers. Union County requests a service fee price per ton for fiber, commingle, OCC, single stream and other material streams the vendor may offer to provide payment.

The County, in an effort to increase both its own return and the return for the selected vendor, will make a pad and electricity available for those proposers who wish to install a baler or compacter for paper products at the SWMF. The proposer would own the equipment and the County would bale or compact loose paper goods and store bales with its employees. Proposers interested in supplying a baler or compacter should include a price per ton for baled/compacted goods in the optional field on Appendix A – Price Form. The baler/compacter is optional; not entering a price per ton will not exclude a proposal from consideration.

The contractor shall use the following market indicator benchmarks to formulate payments to the County: the *PPI Pulp & Paper Weekly, Southeast Range High Side* for mixed paper & Cardboard (OCC) and the *Recycling Markets, Secondary Materials* for commingled containers.

The contractor shall include copies of the *PPI Pulp & Paper Weekly* and the *Recycling Markets* benchmarks used to formulate payment with each monthly reconciliation report sent to the Union County Recycling Coordinator.

The contractor may utilize the County's SWMF for disposal of residual non-recyclable waste left after sorting. The County operates a C&D Landfill with disposal rates of \$36.00 per ton and the MSW Transfer Station with disposal rates of \$42.00 per ton. Contractor shall be responsible for delivery of waste to the appropriate disposal site based on waste type.

## 4 DETAILED SUBMITTAL REQUIREMENTS AND INSTRUCTIONS

### 4.1 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.

#### **4.2 DUPLICATE PROPOSALS**

No more than one (1) proposal from any Offeror will be considered by the County. In the event multiple proposals are submitted in violation of this provision, the County will have the right to determine which proposal will be considered, or at its sole option, reject all such multiple proposals.

#### **4.3 PROPOSAL FORMAT**

**The County desires all responses to be identical in format.** 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 3, item 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 bidder'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** – Methodology and Implementation Plan
- **Section D** – References
- **Section E** – Price Form (Appendix A)
- **Section F** – Required Forms
  - Appendix A – Price Form (completed); submit with proposal.
  - Appendix B – Proposal Submission (signed)
  - Appendix C - Addenda Receipt and Anti-Collusion (signed)

**4.3.1 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.”

#### **4.3.2 SECTION B – COMPANY BACKGROUND AND EXPERIENCE**

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

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

- Corporate history, and number of years in business under the current organizational name, structure and services offered.
- Assets available to meet County service requirements.
- Is the bidder’s organization involved in any pending litigation that may affect its ability to provide its products and services?

#### **4.3.3 SECTION C – METHODOLOGY AND IMPLEMENTATION PLAN**

Provide a 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 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.
- Brief description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of this solicitation.
- Brief 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.

#### **4.3.4 SECTION D – REFERENCES**

- Provide, at a minimum, three (3) 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

#### **4.3.5 SECTION E – PRICE FORM (APPENDIX A)**

The value of recycled OCC and mixed paper is related to the cost of pulp. As such, the pricing for the intended contract may vary, based on the pulp market. The OCC and mixed paper benchmark for the intended contract shall be the Southeast High Side range for each kind or type of recycled material as published in the most current edition of The PPI Pulp & Paper Week. The proposer shall identify the High Side Paper **less** a per ton fee as the Paper Type fee. If the price falls below the per ton fee, no payment shall be due to Union County, nor shall there be a charge to Union County.

The value of commingled items also varies as a commodity. The benchmark for commingled items the intended contract shall be the Southeast Region Secondary Materials as published in the most current edition of Recycling Markets.

The proposer shall complete the Price Form (Appendix A), and submit as part of the proposal.

#### **4.3.6 SECTION F – REQUIRED FORMS**

Offerors must include signed copies of the following documents:

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

#### **4.4 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.

**4.5 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%
Methodology & Implementation Plan	30%
Price	20%
Compliance with Submittal Requirements	10%

Vendors may be invited to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team. The successful bidder’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	60%
Price, Quality and Relevance of Interview as it Relates to the Scope of the RFP	40%

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.

#### **4.6 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.

#### **4.7 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.

### **5. GENERAL CONDITIONS AND REQUIREMENTS**

#### **5.1 TERMS AND CONDITIONS**

The contract award may have an initial term of two (2) years with three (3) one-year renewal options at the County's discretion, pending annual 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.

## **5.2 PRICE ADJUSTMENTS**

The Unit Pricing for the Initial Term shall be based upon the response to this solicitation. Price adjustments may be negotiated with the selected vendor at the time of renewal, based on the Producer Price Index by Industry: General Freight Trucking, Long-Distance Truckload.

## **5.3 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).

## **5.4 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.

## **5.5 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.

## **5.6 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.

## **5.7 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.

## **5.8 MINORITY BUSINESSES OR DISADVANTAGED BUSINESSES**

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.

## **5.9 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.

## **5.10 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.

## **5.11 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.

## 5.12 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

- 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 Professional 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.

### **5.13 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.

**6. APPENDIX A – PRICE FORM**

**RFP 2023-088 Recycling Materials Hauling/Processing**  
**Submit with Proposal**

<b>MIXED PAPER</b>	
<i>PPI Pulp &amp; Paper Week Southeast Range</i> High Side Less service fee per ton	/ton
<b>CARDBOARD GRADE 11 (OCC)</b>	
<i>PPI Pulp &amp; Paper Week Southeast Range</i> High Side Less service fee per ton	/ton
<b>COMMINGLED CONTAINERS</b>	
<i>Recycling Markets Southeast Region</i> Secondary Materials Less service fee per ton	/ton

Instructions

Enter cost per ton to provide service.  
 EXAMPLE: PPI High Side at \$100/ton. Proposer sets per ton cost at \$25. Proposer would pay \$100-\$25 or \$75 paid to County

<b>OPTIONAL BALED/COMPACTED</b>	
<b>MIXED PAPER</b>	OPTIONAL PRICING
<i>PPI Pulp &amp; Paper Week Southeast Range</i> High Side Less service fee per ton	/ton
<b>CARDBOARD GRADE 11 (OCC)</b>	
<i>PPI Pulp &amp; Paper Week Southeast Range</i> High Side Less service fee per ton	/ton

Enter a price per ton ONLY if you are prepared to install your own equipment at the SWMF to be operated by County employees.

Not entering a price *WILL NOT* exclude your proposal from consideration.

<b>OTHER FEES/CHARGES/SERVICES (Explain)</b>	<b>COST</b>

Dealer: \_\_\_\_\_

Date: \_\_\_\_\_

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

Email: \_\_\_\_\_

I acknowledge receipt of the following Addenda to the Bid Documents:

\_\_\_\_\_  
 \_\_\_\_\_

It is certified that this proposal is made in good faith and without collusion with any other bidder or officer or employee of Union County.

ATTEST

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

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

\_\_\_\_\_  
 (Print Name & Title)

\_\_\_\_\_  
 (Print Name & Title)

**7. APPENDIX B – PROPOSAL SUBMISSION**  
**RFP 2023-088 Recycling Materials Hauling/Processing**  
**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: \_\_\_\_\_

Required Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**8. APPENDIX C – ADDENDUM AND ANTI-COLLUSION**  
**RFP 2023-088 Recycling Materials Hauling/Processing**  
**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 [unioncountync.gov](http://unioncountync.gov) and/or [www.ips.state.nc.us](http://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: \_\_\_\_\_

**9. APPENDIX D – SAMPLE VENDOR PAYMENT NOTIFICATION**

**RFP 2023-088 Recycling Materials Hauling/Processing**

**Informational Purposes Only - Do not submit with proposal.**

**10. APPENDIX E – TEMPLATE CONTRACT**  
**RFP 2023-088 Recycling Materials**

**Informational Purposes Only - Do not submit with proposal.**