

CITY OF FAYETTEVILLE REQUEST FOR PROPOSALS



CITY OF FAYETTEVILLE TRANSFER STATION LEASE, OPERATION, AND MAINTENANCE

COF1516947

ISSUED: MARCH 21, 2025

DUE: APRIL 21, 2025

The City of Fayetteville, North Carolina seeks proposals from qualified vendors to lease, operate, and maintain the solid waste transfer station located at 583 Winslow Street.

ISSUED BY:
CITY OF FAYETTEVILLE

PRIMARY CONTACT:
KIMBERLY TOON,
PURCHASING MANAGER
kimberlytoon@fayettevillenc.gov

(910) 433-1942

OFFERORS ARE NOT REQUIRED TO RETURN THIS FORM.



A message from the City of Fayetteville City Manager, Douglas J. Hewett, ICMA-CM

The City of Fayetteville is fully committed to provide Small Local Business Enterprises (SLBE's) an equal opportunity to participate in all aspects of City contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the City. It is also the policy of the City to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion or national origin and to conduct its contracting and purchasing programs so as to prevent such discrimination. The City is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The City will actively seek and identify qualified SLBE 's and offer them the opportunity to participate in the procurement of contracts for all City purchasing and service contracts as well as construction and repair contracts.

The City aspires to spend 40% of its eligible contract dollars with small local suppliers and contractors. Towards this end the City's Charter has been amended by the General Assembly (H.B. 198) to allow the City to establish a race and gender neutral small business enterprise program to promote the development of small local businesses. The City is authorized to establish bid and proposal specifications that include subcontracting goals and good-faith effort requirements to enhance participation by small business enterprises located in Cumberland and Hoke Counties.

For more information or questions about the SLBE policy, please contact the Purchasing Division at 910-433-1942.

CITY OF FAYETTEVILLE

Douglas J. Hewett, ICMA-CM
City Manager

NOTICE TO BIDDERS

Pursuant to N.C.G.S. 143-129 sealed proposals will be received by the City of Fayetteville, until **April 21, 2025 (2 p.m. EST)** at City Hall, 433 Hay Street, Fayetteville, North Carolina, at which time they will be considered for the purchase of the following:

TRANSFER STATION LEASE, OPERATION, AND MAINTENANCE

Bids may be mailed to the City Purchasing Office, Attn: Kimberly Toon, 433 Hay Street, Fayetteville, NC 28301, or may be delivered in person or by express mail to 433 Hay Street, Fayetteville, NC 28301.

Plans, specifications, and bid documents may be obtained in the Purchasing Office of the City of Fayetteville, 2nd floor, City Hall, 433 Hay Street, Fayetteville, North Carolina, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday or by email request to kimberlytoon@fayettevillenc.gov.

The City reserves the right to reject any or all bids and to waive all informalities concerning bid or award bid to the lowest, responsive, responsible bidder or bidders, taking into consideration quality, performance, and the time specified in the proposals for the performance of the contract.

City of Fayetteville

Kimberly Toon, CLGPO
Purchasing Manager

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1 PURPOSE AND BACKGROUND

1.1 INTRODUCTION

The City of Fayetteville, North Carolina (the “City”), by and through its Public Services Department & Solid Waste Division, requests proposals from qualified contractors (Contractors) to provide solid waste management services at the City’s solid waste transfer station (Transfer Station) located at 583 Winslow Street, Fayetteville, NC 28306. This request for proposals (RFP) solicits bids from qualified municipal solid waste (MSW) service providers to lease, operate, maintain, and manage the transfer station to include hauling and disposal of acceptable solid waste (Acceptable Waste).

The City seeks qualified Contractors with at least five (5) years of operational and management experience of similar transfer stations in accordance with federal and state requirements. Specific services to be provided would include the following:

- Lease of the City’s Transfer Station property
- Solid waste services related to operation and management of the Transfer Station:
 - Acceptance of Acceptable Waste
 - Transfer of MSW and loading into long-haul trailers
 - Transport of MSW from transfer station to respective disposal facility
 - Final disposal of all Acceptable Waste
- Provision, full maintenance, and repair of the necessary transfer station equipment and property, to include the following:
 - Loading, handling, and packing equipment (yellow iron); scales; tractors and trailers; heisters (if needed); etc.
 - Transfer station building, tipping floor, tunnel, scales, scale house, travel and parking surfaces, stormwater pond, other site infrastructure, etc.
- Adherence and compliance with environmental and safety standards, permits, and all local, state, and federal regulations.

When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit documents according to the instructions in Section 2.3. Failure to follow these instructions may be considered a nonresponsive proposal and may result in immediate elimination from further consideration.

The City will receive proposals at the time and place noted in Section 2.3. At that point, the City will close the receipt of proposals and begin the evaluation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a Contract is awarded.

1.2 Background

The Transfer Station was constructed and leased by Waste Industries, LLC, the original contracted operator for the facility. Their construction completion certificate was issued by the City on September 14, 2010, and the initial lease agreement was for fifteen (15) years. In 2018, Waste Industries and GFL Environmental Inc. merged, making GFL the contract and lease holder, with an expiration date on the current contract of September 14, 2025. The Transfer Station is therefore

currently operated, managed, and maintained by GFL, and who has made multiple improvements to the transfer station in recent years including building repairs, scale house/scales enhancements, stormwater pond improvements and other infrastructure additions.

The Transfer Station serves as a vital transfer point for MSW generated in the City of Fayetteville, Cumberland County, and the surrounding area. Any nonrecyclable solid waste that is being accepted at the Transfer Station is currently being hauled to Sampson County Landfill, located approximately twenty-eight (28) miles away.

1.2.1 Facility Description

The Transfer Station is located at 583 Winslow Street, Fayetteville, NC 28306 on a 9.4-acre parcel (parcel ID 0437-31-2400) of land. The entrance and exit for the facility are on Winslow Street providing access for trucks, trailers, and other large equipment. The areas directly surrounding the Transfer Station building houses the main operations areas and the scale house. There are large tree buffer areas on the east and south sides of the property. The south side of the parcel also includes a stormwater management pond (Attachment A).

Transfer Station Description

The facility has a climate-controlled scale house with two-way scales and a ticket generation system. The transfer building has a recessed tunnel with in-line scales so that the weight on the scales is visible on a load weight screen as trailer loading occurs. Total daily amounts of permitted solid waste have recently been averaging between 800 and 1200 tons, with maximum daily capacity of 1500 tons.

Other Site Features

The current contractor maintains a stormwater pond on the Transfer Station property with pond buffer plantings designed to be a catchment for runoff from the Transfer Station site. The stormwater pond, which had recent construction completed in 2024 by GFL, has level spreaders to stabilize vegetative surfaces from effects of discharge from the pond. Other site features include Jersey barriers, a parking area for trailers on the east side of the property, and a small parking lot for employee personal vehicles near the scale house. All the features listed here are part of the Transfer Station property, and maintenance, upkeep, and any other associated costs are the responsibility of the Contractor.

1.2.2 Solid Waste Quantities

The amount of MSW and recyclables managed by the current contract at the Transfer Station between fiscal year (FY) 2021 to FY 2024 is shown in Table 1. The amount of MSW historically delivered to the facility varied based on daily, weekly, monthly, and seasonal fluctuations and the quantity of waste that the contractor was able to solicit and transfer (within permitted limits). The quantity of waste received at the Transfer Station also may vary based on waste generation rates, waste reduction and diversion rates, haulers downtime, and the availability and use of alternative disposal sites by commercial haulers. In addition, future changes to Cumberland County's landfill operation located in Fayetteville could influence waste receipt at the Transfer Station.

Table 1: Waste Received at the Transfer Station (Source: Laserfiche records; NCDEQ, NC Waste Disposal Reports for FY 2021-2024)

| Total Annual Waste Received | | |
|-----------------------------|------------|-------------------------------|
| Fiscal Year | MSW (tons) | Commingled Recyclables (tons) |
| 2020-2021 | 208,050 | 3,042 |
| 2021-2022 | 195,443 | 2,391 |
| 2022-2023 | 200,146 | 2,355 |
| 2023-2024 | 178,598 | 630 |

The City does not guarantee quantities indicated in Table 1 or the actual amounts to be managed and hauled over the life of the Contract.

1.3 Key Terminology and Definitions

The following glossary of terms and definitions was largely prepared using the North Carolina General Statutes (NCGS), Title 15A of the North Carolina Administrative Code, unless otherwise noted.

“Acceptable Waste” means solid waste that is not a regulated hazardous waste or regulated medical waste as described by Article 9 of Chapter 130A of the North Carolina General Statutes (N.C.G.S.), Title 15A of the North Carolina Administrative Code, Subchapter 13B, or any other Applicable Law, and will not pose a threat to health or public safety, or cause injury to, or adversely affect the operation of the Transfer Station or disposal facility. Acceptable Waste includes MSW as defined by N.C.G.S. 130A-290(a)(18a).

“Applicable Law” means any law, statute, order, decree, injunction, license, permit, consent, approval, agreement, or regulation of any governmental authority having jurisdiction over the matter in question or other legislative or administrative action of a governmental authority, or final decree, judgment or order of a court that relates to the performance of Work hereunder or the interpretation or application of this Contract.

“City” means the City of Fayetteville, North Carolina, including its departments, divisions, personnel, and agents.

“Contract” means this agreement between the City and the Contractor, including any and all attachments, exhibits, and written amendments thereto.

“Contract Officer” (CO) means the City employee responsible for managing the Transfer Station Contract with the Contractor.

“Contractor” means the respondent, vendor, or bidder to this RFP and/or refers to the successful awardee of this contract.

“Contract Year” means twelve (12) consecutive months beginning on the commencement date and every consecutive twelve (12) months thereafter for the term of the Contract.

“Consumer Price Index (CPI)” means the weighted average price of a market basket of consumer goods and services, and in this case references the “All Urban Consumers” - All Items in South – Series ID CUUR0300SA0, published by the United States Department of Labor, Bureau of Labor Statistics.

“Disposal Facility” means a solid waste disposal facility, which has received all of the necessary permits and approvals from the appropriate environmental regulatory agencies and that lawfully may receive and dispose of Acceptable Waste.

“Disposal Fees” means the fees the Contractor may charge, on a per ton basis, for disposal of Acceptable Waste at the Transfer Station. Fee may vary by material type.

“Environmental Laws” mean any Applicable Law that requires reporting of or relates to (i) the release or threat of release of pollutants or hazardous substances, violations of discharge limits or other prohibitions and the commencement of activities, such as resource extraction or construction, that could have significant impact on the environment (including surface or subsurface real property, soil, surface or groundwaters, air quality, plant and animal life and other environmental medium or natural resource), (ii) protecting resources, species or ecological amenities, (iii) reducing to acceptable levels the risks inherent in the transportation of pollutants, hazardous substances or other potentially harmful substances, (vi) cleaning up pollutants that have been released, preventing the threat of release or paying the cost of such cleanup or prevention, (iv) making responsible persons pay for damages done to health or the environment or permitting self-appointed representatives of the public interest to recover for injuries done to public assets, or (v) or other protection of health or the environment.

“Governmental Authority” means any national, state, or local government; any political subdivisions thereof; or any governmental, quasi-governmental, judicial, public or stationary instrumentality, administrative agency, authority, body, or other entity having jurisdiction over the performance of the Work, the project, or its operations, or the health, safety, or environmental conditions of the project or the site , or otherwise over the parties hereto.

“Hazardous Substances” means any hazardous or toxic substances, materials or wastes, including those substances, materials, and wastes listed by the United States Environmental Protection Agency (USEPA) as hazardous substances under 40 Code of Federal Regulation (CFR) part 302 and amendments thereto, or such substances, materials and wastes that are or become regulated under any applicable local, state, or federal law or the equivalent under applicable foreign laws including, without limitation, any material, waste, or substance that includes petroleum, asbestos, polychlorinated biphenyls, defined as a hazardous substance or hazardous waste under applicable local, state, or federal law or the equivalent under the applicable foreign laws, designated as a hazardous substance pursuant to Section 311 of the Clean Water Act, defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act, or defined as hazardous substances pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. Under this Contract, hazardous substances shall include what are commonly termed “household hazardous wastes,” including “universal wastes,” as defined under the Resource Conservation and Recovery Act, (batteries [lead-acid or other], fluorescent light tubes) compact fluorescent bulbs, pesticide containers, thermostats, thermometers, paint containers, and household chemicals.

“Household Hazardous Waste” means household products or wastes that contain corrosive, toxic, ignitable or reactive ingredients, including products such as paints, cleaners, oils, batteries, and pesticides that contain potentially hazardous ingredients.

“Materials Recovery Facility (MRF)” means a facility at which recyclable materials are processed to recover marketable commodities or recovered materials.

“Municipal Solid Waste (MSW)” means any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations.

“Non-Acceptable Waste” means the waste that cannot be accepted at the Transfer Station or designated disposal facility because of permitting restrictions. Examples include explosives, pathological and biological waste, hazardous waste, radioactive materials, foundry sand, sanitary sewage and other dilute liquid waste, human remains and large quantities of animal remains, motor vehicles, agricultural and farm machinery and equipment, crank case oils, cutting oils, and paints.

“Recovered Materials” means materials that have known potential to be feasibly used, reused, or recycled, and have been diverted or removed from the solid waste stream for sale, use, or reuse, whether or not the materials require subsequent processing or separation from each other, but does not include materials destined for any use that constitutes disposal. In order to qualify as a recovered material, a material must meet the requirements of N.C.G.S. 130A – 309.05 (c).

“Recyclable Materials or Recyclables” means materials that are capable of being recycled and that would otherwise be processed or disposed of as solid waste.

“Request for Proposals (RFP)” means the competitive procurement for solid waste services released by the City on March 21, 2025, to which the Contractor responded and was selected for service by the City.

“Site” means the Project Site and such other portions of the Transfer Station location and property upon which the Work is occurring.

“Solid Waste” is defined under N.C.G.S. 130A-290 (a)(35) and refers to any nonhazardous, unrecyclable waste material that must be disposed of.

“State” means the State of North Carolina and all of its appropriate administrative, contracting, and regulatory agencies and offices.

“Subcontractor” means an individual, firm, or corporation having a direct contract with Contractor for the performance of a part the Work contracted for by the City under this Contract.

“Tipping Fee” means the fee charged by solid waste disposal facilities (commonly landfills) to entities disposing of solid waste. The fee is based on the weight of the waste being disposed.

“Ton” means two thousand (2,000) pounds.

“**Trailer**” means a wheeled container for transport from the Transfer Station to the appropriate facility.

“**Transfer Station**” means the existing transfer station located at 583 Winslow Street, Fayetteville, NC.

“**Work**” means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor’s duties to the City that arise out of this Contract.

2 PROPOSAL INSTRUCTIONS AND REQUIREMENTS

2.1 Proposal Overview

The City of Fayetteville is seeking qualified firms to lease, operate, and maintain the Transfer Station at 583 Winslow Street, Fayetteville, NC 28306 and undertake other obligations outlined in the RFP. The Contract shall contain terms and conditions substantially like those outlined in this RFP. The City will not exercise any supervision or control over Contractors or personnel.

This RFP includes the base RFP document, those attachments incorporated herein, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference. By submitting a proposal, the Contractor agrees to meet all terms and conditions stated in this RFP.

2.2 Proposal Contact

This RFP and any subsequent action taken as a result thereof are issued by the City’s Purchasing Office on behalf of the City. Proposal responses should be directed specifically, as outlined herein. Regarding this RFP and subsequent procurement process, Contractors shall make NO CONTACT, either written or verbal, with any City employee, staff member, or Council members during the period beginning with the issuance of this document through approval of award unless authorized by the proposal contact. Any attempt by a Contractor to contact or influence a member or members of the aforementioned may result in the immediate disqualification of the Contractor from award for items or services on this RFP.

2.3 Proposal Submission Requirements

Vendors are required to submit one (1) signed original proposal, five (5) hard copy proposals, and one (1) electronic copy of the proposal on a USB flash drive. The electronic copy must be in a **PDF** format, be readable without passwords, and include all necessary documents. Each Contractor is required to submit its proposal in a sealed package with Contractor’s name, RFP number, and proposal closing time/date marked clearly on the proposal submission. The proposal packages shall be arranged and presented as stipulated in Section 2.8. **The City will receive proposals no later than 2:00 p.m. EST, April 21, 2025.** The proposal packages are to be delivered to:

| Mailing Address | Office Address |
|---|---|
| PROPOSAL TITLE: City of Fayetteville Transfer Station Lease, Operation, and Maintenance | PROPOSAL TITLE: City of Fayetteville Transfer Station Lease, Operation, and Maintenance |

| | |
|---|---|
| City of Fayetteville Purchasing Office Attn. Kimberly Toon, Purchasing Manager 433 Hay Street Fayetteville, NC 28301 | City of Fayetteville Purchasing Office Attn. Kimberly Toon, Purchasing Manager 433 Hay Street Fayetteville, NC 28301 |
|---|---|

Electronic submissions via email or fax will **not** be accepted. Proposals must arrive by the deadline regardless of the delivery method. Contractors are responsible for ensuring timely delivery; any proposals received after the submission deadline will be rejected.

Confidential information must be clearly marked as "CONFIDENTIAL" on each applicable page, and Contractors must provide a redacted version for public record requests.

2.4 RFP Terms and Conditions

By submitting a proposal, Contractors agree to comply with all terms, conditions, and specifications as outlined in this RFP. This includes the City’s Contract requirements, Contract terms and conditions, and any addenda issued prior to contracting. The terms specified in this document will form part of the final Contract between the City of Fayetteville and the selected Contractor.

If a Contractor wishes to propose changes or exceptions to any terms or conditions, they must submit any proposed changes as questions during the open question submission period identified in Section 2.7. The City reserves the right to reject proposals that do not meet the specified requirements or propose changes to key terms without prior approval.

The City’s Purchasing Department reserves the right to

- reject any or all proposals,
- cancel or modify the solicitation at any time, and
- request clarifications from Contractors as needed.

Contractors shall maintain the pricing, terms, and conditions of their proposal for a minimum of 120 calendar days from the proposal due date. The selected Contractor will be bound by their proposal upon award of the contract.

2.5 Schedule

The City has established the following schedule for the procurement process:

| Task/Activity | Event Date and Time |
|---|-----------------------------|
| Issuance of public RFP | March 21, 2025 |
| Question submission deadline | April 4, 2025 (2 p.m. EST) |
| Responses to all submitted questions | April 11, 2025 (2 p.m. EST) |
| Proposal submission deadline | April 21, 2025 (2 p.m. EST) |
| Bidder interviews (if necessary) | April 22 – May 2, 2025 |
| Target for Notification of selected contractor | May 9, 2025 |
| Target to Execute contract | May 9 – June 16, 2025 |
| Commence operation | September 14, 2025 |

2.6 Transfer Station Site Visit

Visits to the Transfer Station can be arranged with the City prior to the deadline for submitting questions on April 4, 2025. Contact Kimberly Toon via email kimberlytoon@fayettevillenc.gov to set up a visit time.

2.7 RFP Questions

Contractors are encouraged to submit written questions if they require clarification on any portion of the RFP. All questions must be submitted in writing via email to:

Email: kimberlytoon@fayettevillenc.gov

Subject Line: RFP – Transfer Station Lease, Operations and Maintenance

The deadline for submitting questions is **April 4, 2025, at 2:00 p.m. (EST)**.

Responses to all questions will be issued via an official addendum on April 11, 2025, by 5 p.m. EST. The addendum will be posted on the City of Fayetteville's Purchasing website. No questions will be answered via telephone or in-person communication. Contractors are advised to rely solely on written addenda for any clarifications or updates to the RFP. The addenda will become part of the official RFP document.

2.8 Proposal Format and Content Requirements

The Contractor's proposal must include the required sections below. Proposals shall be made on 8 1/2" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The tabbed sections and appendices shall be named as noted below. Complete responses are required, and failure to submit this information may render the proposal nonresponsive. All submittals must contain the following requested information:

2.8.1 Company Information and Executive Summary

Each Contractor must begin their proposal with an introduction that provides the following details:

Company Information:

- **Firm Name and Business Address:** Include the official legal name, business address, phone number, fax number, and email address of the firm submitting the proposal.
- **Legal Structure:** Identify the legal nature of the firm (corporation, partnership, sole proprietorship, etc.) and provide the names of all principals, officers, and the project team key personnel.
- **Year Established:** Provide the year the firm was established, including any former firm names and years of establishment, if applicable.
- **Authorized Negotiator:** Include the name, title, address, phone number, and email of the individual authorized to negotiate on behalf of the firm.

Executive Summary:

- Provide a high-level overview of the firm’s technical approach to providing the requested services. The respondent should highlight key strengths, approaches, and capabilities in meeting the RFP requirements. This summary should be written in plain language (i.e., nontechnical) and should focus on the firm's overall value to the City and understanding of the RFP.

2.8.2 Firm Qualifications and Experience

In this section, the Contractor must provide a comprehensive overview of their firm's qualifications and experience, specifically related to solid waste management, operation of Transfer Stations, and similar services. This section of the proposal should include the following information:

Qualifications: The proposal should provide a detailed description of the firm’s history, focusing on prior government or municipal contracts, including solid waste management services, including transfer station operations and waste and/or material handling and hauling. **Qualified firms are limited to those that have operated and maintained a solid waste transfer station within the past five (5) years in accordance with federal and state requirements.**

Performance and Case Study References: Contractor should demonstrate all relevant experience providing solid waste management services within the past five (5) years. Respondents should focus on recent projects that illustrate the firm’s current capacity and expertise by briefly describing example projects or contracts. If relevant, the Contractor should identify differences and similarities to requested scope of services and then explain how any differences would be accommodated.

Contractor should provide **at least three (3) case studies with references** for which the Contractor is or has provided services like those required herein, **within the past five (5) years.** Contractor is welcome to provide additional case study information, but all examples should demonstrate the quality of its services and/or the value delivered to perspective client.

Non-Performance History: Contractor should document its past performance history by providing a description of all criminal actions against the Contractor pertaining to solid waste services during the last five (5) years. Contractor should also document all civil actions, losses of service contracts, bid bond claims, performance bond claims or liquidated costs related to solid waste services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Contractor during the last five (5) years. For each such occurrence, Contractor shall provide the following:

- Name of the claim, arbitration, litigation, or action
- Name of the claimant
- Date of alleged occurrence
- Amount at issue, if applicable
- Criminal or civil charges alleged, if applicable
- Disposition of the claim, arbitration, litigation, or action

Performance history may be limited to North Carolina. However, if Contractor has no existing service history within North Carolina, then a nationwide performance history must be submitted. If there are no such infractions/actions, Contractor should so state.

Financial Capability: Contractor shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Contractor should either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to the City's satisfaction, the City reserves the right to request additional information.

Previous Experience: Contractor shall identify if it has previously provided services for the City, what services were provided, and the terms of such services. Any previous partnership with the City will be evaluated and considered as part of the qualification criteria.

2.8.3 Staff Qualifications and Expertise

The Contractor shall provide details on the key personnel who will be assigned to this project and how the proposed team provides the City an expert, reliable, and experienced staff to operate and manage the full set of services required at the Transfer Station. This section should include the following:

- **Organizational chart:** An organizational chart showing the structure of the project team, including key project staff such as the Project Manager and other critical roles and responsibilities.
- **Staffing:** Description of the firm's approach to staffing, ensuring that there are sufficient resources and capabilities available to meet all Contract requirements and that personnel are properly trained and certified where necessary. Indicate whether key personnel were involved with case study examples and in what capacity they were involved.
- **Resumes:** Resumes of key personnel that detail their qualifications, experience, and specific roles on the project. Key personnel include the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions, as well as individuals directly responsible for the services to be provided to the City at the Transfer Station.

2.8.4 Requirements and Documentation

Contractors must address the following additional requirements in their proposals:

- **Timeline:** Provide a proposed schedule/timeline for transition in operation and management of the Transfer Station.
- **Licenses and Certifications:** Include documentation of any required licenses, permits, or certifications the Contractor deems necessary to perform the services outlined in this RFP.
- **Insurance:** Provide proof of insurance coverage that meets or exceeds the requirements specified in the RFP, including General Liability, Workers' Compensation, and Vehicle Insurance.
- **Exceptions or Deviations:** Clearly identify any exceptions or deviations from the RFP requirements and include an explanation of the rationale behind each exception.

- **Subcontractors:** List all proposed subcontractors. The City must approve all proposed subcontractors that will be used in the performance of the work. Approval requires submission of a written request (this section) documenting why the subcontractor is needed. Therefore, please identify any and all subcontractors and describe their expertise and role in providing services for this RFP. Describe any prior experience or engagement with the subcontractor. The Contractor may subcontract the MSW hauling services or other specific services as describe within to a qualified and experienced firm.

2.8.5 Proposed Pricing

Contractor should describe their proposed pricing for the services requested by the City. The description and narrative should align with the information submitted in the Pricing Form (Attachment C). Should the Contractor choose to put forth any additional pricing considerations, they should do so here, but should still fully complete Attachment C.

Attachment C requests the Contractor to complete the pricing form that includes both the Base Pricing Structure Proposal (C-1) and the Alternate Pricing Structure Proposal (C-2). Contractor may also include any additional proposed pricing model, as suggested above.

2.9 Evaluation Process

Proposals will be evaluated by a selection committee consisting of City personnel and will be based on the criteria outlined in the RFP. The evaluation process follows this step-wise process:

1. Identification of qualified bidders

The selection committee will review all proposal submitted by the deadline and evaluate which respondents are qualified. This evaluation will be based on whether the proposal

- Includes all required forms,
- contains the requested technical and cost components, and
- satisfies the required qualifications as stated in Section 2.8.2

The City is not bound to accept a proposal solely on the basis of lowest price and will initially evaluate qualified bidders based on the above criteria.

2. Evaluation of proposals from qualified bidders

Only proposals of qualified bidders will be fully evaluated by the selection committee. Evaluation of these proposals will include review and assessment of the following components and criteria:

Company Information and Executive Summary

- Overall technical approach
- Disclosure of company information
- Demonstrated understanding of City's requested services

Qualifications and Experience of Firm

- Illustration of firm's qualifications to provide requested services

- Demonstration of firm’s experience providing requested services
- Minimum of three case studies with references, within past five (5) years

Staff Qualifications and Expertise

- Inclusion of necessary personnel content
- Demonstration of staff capacity and experience
- Alignment of key personnel with case study examples
- Demonstration of successful operation and management of transfer station

Requirements and Documentation

- Documentation of required licensure, permits, insurance, and certifications
- Proposal Cover Form (Attachment B)
- Subcontractor justification
- Timeline for operations and management transition

Proposed Pricing and Financial Stability

The Contractor must demonstrate financial stability to illustrate the capacity to meet the terms of the Contract. Contractors shall submit financial statements with their proposals. Those financial statements shall include the most recent audited financial statement or Dun & Bradstreet report. This documentation must demonstrate the Contractor’s financial ability to provide services and complete the contract.

- Documentation of financial stability (Attachment D)
- Proposed base pricing form and alternative pricing form (Attachment C)
- Overall best value to the City

3. Proposal ranking and shortlist identification

Fully evaluated proposals will be ranked according to the scoring of each proposal via our evaluation criteria (below). From the ranking process, the City will determine a shortlist of potential respondents that will be considered for invited interviews. Evaluation of written submissions by the selection committee may be followed by interviews of shortlisted bidders, if necessary. The City’s final decision may also be based solely on the written proposals. The City reserves the right to request additional information from the Contractors and to reject any and all proposals.

| PROPOSAL EVALUATION CRITERIA | |
|--|------------------|
| <i>Lease, Operation, and Maintenance of Transfer Station</i> | |
| Criteria | Max Score |
| Company Information and Executive Summary | 15 |
| Qualifications and Experience of Firm | 30 |
| Staff Qualifications and Expertise | 15 |
| Requirements and Documentation | 10 |

| | |
|--|-----|
| Proposed Pricing and Financial Stability | 30 |
| Total Maximum Points Allowed | 100 |

Evaluation Parameters

4. Interviewing shortlisted respondents

The City will identify, contact, and schedule interviews with any respondents. Those respondents that interview will be further evaluated based on information from both the proposal and interview, and a new and final ranking will be arrived at.

5. Contract negotiations with selected contractor

The top-ranked respondent will be notified, and contract negotiations will be initiated by the City. The City reserves the right to negotiate terms and conditions with the selected Contractor before finalizing the contract. If negotiations fail, the City may enter negotiations with the next highest-ranked Contractor. The final decision for awarding a contract will be made by the City, and all Contractors will be notified of the City's decision in writing.

At the City's sole discretion, the City reserves the right to:

- Supplement, amend, substitute or otherwise modify this RFP solicitation at any time;
- Cancel this RFP solicitation with or without the substitution of another;
- Take any action affecting this RFP, this RFP process, or the services or facilities subject to this RFP that would be in the best interests of the City;
- Issue additional requests for information;
- Require one or more vendors to supplement, clarify or provide additional information in order for the City to evaluate the proposals submitted;
- Conduct investigations with respect to the qualifications and experience of each vendor;
- Waive any defect or irregularity in any proposal received;
- Reject any or all proposals;
- Share the proposals with City employees other than the evaluation committee or City advisory committees as deemed necessary;
- At the discretion of the City, discuss and negotiate with the contractor currently operating the transfer station any terms and conditions in the proposals including but not limited to financial terms; and
- Execute any contract deemed by the City to be in the best interest of the City.

2.10 RFP Checklist

To assist respondents, we provide a list of items required in your proposal submission. Please use Attachment F to keep track of the contents in your proposal and **include the checklist as part of your proposal.**

3 NOTICE TO CONTRACTORS

This section outlines key notices for Contractors submitting proposals in response to the RFP. Contractors must review and comply with all notices to ensure their proposal meets the submission requirements and is considered for contract award.

The failure or omission of any Contractor to receive or examine any form, instrument, addendum or other document, or to acquaint himself with conditions existing, shall in no way relieve the bidder of any obligations with respect to this RFP or the Contract. Contractors shall make their own determination as to conditions under which the services will be provided, and each shall assume all risk and responsibility and shall complete the work in and under conditions the Contractor may encounter or create without extra cost to the City.

3.1 Legal Compliance

All applicable North Carolina laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to this RFP and the Contract throughout.

3.2 Nondiscrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated equitably during employment without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

3.3 Modification or Withdrawal of Proposal

A Contractor may withdraw a proposal by written notice to the proposal submission address prior to the proposal submission deadline. A Contractor may not withdraw or modify its proposal after the proposal submission deadline.

3.4 Duration of Proposal

Each Contractor shall be bound by its proposal for a period of one hundred and twenty (120) calendar days from the proposal submission deadline.

3.5 Prohibited Communications

During the time the procurement is active—from the date the RFP is issued through the date the Contract is awarded—each Contractor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communication with any person inside the City (including elected officials and the City's contracted consultants) if the communication refers to the content of Contractor's proposal or qualifications, the contents of another

Contractor's proposal, another Contractor's qualifications or ability to perform the Contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the Contract.

A Contractor not in compliance with this provision shall be disqualified from Contract award, unless it is determined in the City's discretion that the communication was harmless, that it was made without intent to influence, and that the best interest of City would not be served by the disqualification. A Contractor may be disqualified if its subcontractor and supplier engage in any of the foregoing communications during the time that the procurement is active. Only those discussions, communications, or transmittals of information authorized or initiated by the City for this RFP or general inquiries directed to the City regarding status of the RFP (prior to proposal submission) or the status of the Contract award (after submission) are excepted from this provision.

3.6 Confidentiality

Contractors are responsible for identifying any information they deem confidential in their proposal by clearly marking the relevant pages as "CONFIDENTIAL." Such information may include trade secrets or proprietary data. The City will maintain confidentiality to the extent permitted by law, following N.C.G.S. 132-1.2. Information marked as confidential must be accompanied by a redacted copy, and the Contractor must provide a justification for the requested confidentiality. Cost and pricing information cannot be marked as confidential.

The City reserves the right to determine whether information marked as confidential qualifies for protection under applicable laws.

3.7 Precontract Expenses

In no event shall the City be liable for any expenses incurred in the preparation of a Contractor's proposal or any other expenses incurred prior to execution of a Contract by both parties.

3.8 Protest Procedures

Any Contractor objecting to the award of the Contract resulting from the issuance of this RFP may file a protest with the City or a court of competent jurisdiction. If submitted to the City, the protest must be filed in writing and contain a detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents. Such protests must be filed with the Purchasing Department by email to kimberlytoon@fayettevillenc.gov. The protest shall be filed no later than 3:00 p.m. of the tenth (10th) day after notification of Contract award.

3.9 Contractor's Warranties and Representations

Contractor warrants and represents that it will provide qualified personnel to provide services under the Contract in a professional manner. The term "professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry.

Contractor represents that it can fully furnish all of its own necessary management, supervision, labor, facilities, vehicles, equipment, furniture, computer and telecommunications equipment, software, supplies, and materials necessary for the Contractor to provide and deliver the services. The Contractor may also indicate and adequately describe their ability to subcontract for any of the above needs and services.

Contractor warrants and represents that it has not and will not enter any agreement with a third party that may abridge any rights of the City under this RFP or the Contract.

Contractor warrants and represents that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Contractor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Contractor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract or order by any court of competent jurisdiction.

3.10 Proposal Compliance

Proposals must comply with all instructions and requirements outlined in this RFP to be considered responsive. Noncompliant proposals may be rejected. It is in the Contractor's best interest to submit a proposal that is clear and concise and follows the organization and structure provided in the RFP.

3.11 Signed Proposals

Proposals must be signed by an authorized representative of the Contractor. The City will prepare the final Contract documents based on the name and legal structure of the proposing entity as submitted in the proposal. It is essential that the Contractor sign the proposal using the entity's correct legal name.

Failure to properly sign the proposal or discrepancies in the legal name may lead to disqualification. Contractors are also responsible for ensuring that all submitted forms and required documents are completed and signed as needed.

3.12 Causes for Disqualification

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of their Proposal:

- Evidence of collusion among Contractors
- Lack of competency as availed by submitted financial statements, experience, equipment statements, or other factors
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or investigated by the City
- Default on a previous City contract for failure to perform
- Submittal of fraudulent information or misrepresentation of the Contractor's capabilities and experience
- Failure to submit necessary or required information and/or documentation.

4 SCOPE OF SERVICES

The City of Fayetteville is seeking proposals from qualified and experienced Contractors to lease, operate, and maintain the solid waste Transfer Station at 583 Winslow Street in a safe, reliable, cost-effective, and environmentally sound manner. The incumbent shall provide nonhazardous solid waste management services consistent and compliant with all local, state, and federal laws. These solid waste management services include the following general services, with more specific responsibilities described below.

4.1 General Scope of Services

Acceptance, Transfer, Transport, and Disposal of Acceptable Solid Waste:

The Contractor shall accept, transfer, transport, and dispose of all Acceptable nonhazardous solid waste delivered to the City's Transfer Station. Acceptable solid waste will be delivered to a permitted solid waste disposal facility. The Contractor will also accept, transfer, transport, and dispose of all recyclable materials to a materials recovery facility (MRF) or other permitted solid waste management facility (If applicable, the City is willing to discuss specifics). The Contractor is solely responsible for the lease, operation, and maintenance of the Transfer Station.

Management and Maintenance of Transfer Station Equipment and Infrastructure:

The Contractor shall maintain and upkeep the cleaning, maintenance, and repair of Transfer Station property, including all equipment and infrastructure. Any costs incurred from transfer station maintenance, repair, upkeep, and cleaning are the responsibility of the Contractor. Specific services and responsibilities are detailed below in Section 4.2.

Compliance with Environmental and Safety Standards:

The Contractor must adhere to and comply with all local, state, and federal regulations, including Occupational Safety and Health Administration (OSHA), the USEPA standards, North Carolina Department of Environmental Quality (DEQ), and others to ensure safe and environmentally sustainable operations. This shall be done following all the terms, conditions, general and special provisions, specifications, drawings, attachments, and exhibits contained herein or incorporated by reference. The Contractor shall ensure all work meets or exceeds the specifications, standards, and frequencies in this RFP. The above environmental and safety conditions along with those detailed in Section 4.2.14 provide the regulatory provisions that the Contractor must adhere to.

4.2 Contractor Responsibilities

The Contractor will have the following responsibilities as they relate to the lease, operation, and maintenance of the City's Transfer Station.

- 1) General Description

- a. Contractor shall be responsible for and shall bear all costs of the acceptance, transfer, and loading of all Acceptable Waste received at the Transfer Station and transport to and disposal of all acceptable waste at a permitted solid waste disposal facility,
 - b. Contractor shall be responsible for and shall bear all costs of the acceptance, transfer, loading, and transport of all recyclables received at the Transfer Station to a permitted MRF or other solid waste management facility,
 - c. Contractor shall also be responsible for and shall bear all costs and expenses associated with operating and maintaining the Transfer Station in full compliance with all the necessary permits, operation plans, applicable laws, including laws governing highway weight limits, equipment inspections, safety standards, and speed limits, and this Contract.
- 2) Material Acceptance and Loading
- a. Beginning on the operational commencement date, the Contractor shall receive, transfer, and load all Acceptable Waste and recyclables delivered to the Transfer Station during the receiving hours specified herein.
 - b. Contractor shall inspect inbound loads delivered to the Transfer Station in compliance with the Operations Plan, and report any Non-Acceptable Waste discovered in such process. Contractor shall remove any Non-Acceptable Waste delivered to the Transfer Station from the waste stream and shall properly manage and dispose of such Non-Acceptable Waste at the Contractor's expense. Contractor shall make every commercially reasonable effort to ensure that Non-Acceptable Waste is not loaded into the transfer trailers.
 - c. When requested by the City, the Contractor shall give City vehicles, City contractors, and other entities working on behalf of the City priority access to the Transfer Station for delivery, transfer, and disposal of Acceptable Waste and Recyclables. This should include as-needed use (such as if the Cumberland Landfill is closed), emergency use, after-hours use, and use during holidays (see section 4.2.5 – Operating Hours).
 - d. Contractor will assume ownership of all Acceptable Waste once tipped at the Transfer Station.
 - e. Contractor shall load all Acceptable Waste and recyclables into transfer trailers for transport to the appropriate designated facility.
 - f. Contractor shall coordinate the movement of empty trailers to the designated loading locations at the Transfer Station and move trailers away from the loading locations promptly after being filled.
 - g. Contractor shall operate in timely manner as not to impede delivery vehicles or tipping activities.
 - h. Contractor shall keep and maintain separation of all MSW from recyclables.
 - i. Contractor shall store no recyclables or recovered materials outdoors unless fully contained and protected from the elements, unless otherwise approved by the City.
 - j. Contractor shall obtain accurate scale weights of each load of inbound and outbound solid waste, including recyclables and recovered materials, and maintain such records for reporting to the City. Contractor shall follow all North Carolina laws

and regulations for scale calibration and certification and keep such records up to date. Contractor shall follow NC laws for scale calibration and certifications.

- 3) Materials Transport, and Disposal of Acceptable Waste
 - a. The Contractor shall be responsible for the safe and lawful transport to and disposal of Acceptable Waste at the designated disposal facility.
 - b. The Contractor shall be responsible for the safe and lawful transport of recyclables and recovered material received at the Transfer Station to the designated MRF or other solid waste management facility.
 - c. All trailers shall be securely covered by the Contractor prior to departing from the Transfer Station and shall remain securely covered until unloaded.
 - d. All trailers shall be inspected by the Contractor prior to departing the Transfer Station.
- 4) Material Rejection, Disposal of Non-Acceptable Waste
 - a. Contractor shall not reject any load of Acceptable Waste or recyclables except as described herein.
 - b. If the Contractor determines a load contains more than twenty percent (20%) Non-Acceptable Waste by volume, the Contractor shall inform the City of the delivery location, vehicle number, date, time, and estimated quantity and type of such load. The Contractor shall note which hauler and work to reduce the quantity of Non-Acceptable materials or rejects in the future. Haulers that repeatedly bring loads containing more than 20% Non-Acceptable Waste will be turned away, unless measures can be taken by the hauler/customer to demonstrate their compliance and remedy the noncompliance.
 - c. If any hazardous waste is detected within a load of Acceptable Waste or recyclables, the Contractor will notify the City immediately. The Contractor shall properly isolate and containerize the materials in accordance with all applicable laws. After notification is provided by the Contractor to the City concerning the presence of hazardous substances, it is the responsibility of the Contractor to remove the hazardous substances from the Transfer Station within twenty-four (24) hours and properly dispose of the hazardous substances as required by applicable laws.
- 5) Operating Hours. The Contractor shall operate the Transfer Station during the following hours, except on Thanksgiving Day, Christmas Day, New Years Day, the 4th of July:
 - a. Monday through Friday from 7:00 a.m. to 5:00 p.m.
 - b. Saturday from 7:00 a.m. to 12:00 p.m.

Any changes to the above listed operating schedule may be proposed by the Contractor in accordance with the City's "Holidays" ([Collection Schedule | City of Fayetteville, N.C.](#)) during the contract negotiation period.

- 6) Emergency Provisions. In emergency conditions as deemed by the Contractor or City, including but not limited to severe weather, the Contractor may cease loading and transport operations until emergency conditions recede. The Contractor and City shall agree upon additional operating hours as necessary to compensate for any operation hours lost.

- 7) Safety. The Contractor shall be responsible for the personal safety of all personnel and visitors when they are on Transfer Station property. The Contractor may require all persons entering the Transfer Station to comply with reasonable safety rules established by the Contractor.
- 8) Cooperation with City's Solid Waste Staff. The Contractor will interface with City Solid Waste staff at the Transfer Station, including during City waste hauling activities. The Contractor shall not impede or interfere with the City's efforts to implement and ensure the efficient ingress, unloading, and egress of waste hauling vehicles. Similarly, the City shall not impede or interfere with the Contractor's duties and responsibilities under this Contract.
- 9) Facility Maintenance and Safety Plan. Before accepting any materials, the Contractor shall provide a detailed facility maintenance and safety plan. This facility maintenance and safety plan must be approved by the City and describe how the Contractor shall on a day-to-day basis conduct, perform, or adhere to the following and any other provisions as requested by the City.
 - a. Maintain all equipment used by the Contractor at the Transfer Station in safe and good working order following normal preventative maintenance procedures as specified by the various equipment manufacturers.
 - b. Maintain and repair the Transfer Station for the life of the Contract. Maintain the floor and institute repairs/replacements as needed to wear surfaces and prevent damage to structural components. All associated costs will be paid by the Contractor at no cost to the City.
 - c. Contain and manage odors, noise, and dust, including the installation of odor and noise abatement devices as needed.
 - d. Maintain all buildings, grounds, roadways, parking and storage areas, tipping floors, stormwater management features, and drive-through areas in a clean manner to help control litter and odor.
 - e. Direct and maintain on-site traffic flow in a safe and efficient manner.
 - f. Conduct proper pre- and post-inspections to all vehicles entering and exiting the Transfer Station.
 - g. Develop an emergency plan addressing procedures in the event of an emergency or spill during transit.
 - h. Manage and maintain site safety.
- 10) Vehicle Traffic.
 - a. The Contractor shall direct all incoming and outgoing traffic as specified in the approved Facility Maintenance and Safety Plan described in Section 9 above. The Contractor's methods and procedures for delivering and removing its transfer trailers shall be included in this plan which is subject to review and approval by the City. Review and approval will not be unreasonably withheld or delayed by the City.
 - b. The Transfer Station shall be operated to facilitate delivery vehicle access during operations. The daily average time taken by all delivery vehicles on a given day from the point of arrival at the Transfer Station to exit from facility site known as "turnaround time" shall not exceed an average of fifteen (15) minutes. Delays

caused by equipment failure or other cause not due to negligence of the Contractor shall not be included in the turnaround time computation.

- c. The Contractor must travel approved trucking routes for vehicles transporting Acceptable Waste and recyclables from the Transfer Station.
- d. The Contractor shall maintain the free flow of vehicular and pedestrian traffic on public roadways and sidewalks leading to or serving the City's Transfer Station while solid waste operations are underway.

11) Facility and Equipment Maintenance.

- a. The Contractor shall be responsible for the maintenance and repair and all cost associated with such maintenance and repair of the Transfer Station and Site throughout the term of this Contract.
- b. The Contractor shall maintain and keep in good condition and repair the Transfer Station buildings, interior and exterior, including repair of any damages as well as wear and tear from normal operations.
- c. The Contractor shall provide and maintain all of the systems and equipment at the Transfer Station in safe and good working order following normal preventive maintenance procedures as specified by the various equipment manufacturers, including but not limited to, all labor and parts.
- d. The Contractor shall be responsible for all tipping floor maintenance, repairs, resurfacing, and replacement. The Contractor shall replace the tipping floor every six (6) years unless an alternate schedule is approved by the City.
- e. The Contractor shall be responsible for all utility costs, including water, sewer, electrical and telecommunication associated with Transfer Station operations, and shall in a timely manner pay all utility costs and associated taxes and other governmental charges. The Contractor shall contract in its own name for all utilities used or consumed at the Site.
- f. The Contractor shall maintain the Transfer Station buildings and grounds in a neat, clean, and litter-free condition. Transfer Station grounds consist of everything affected by facility operations and traffic arriving and departing, including maneuvering and storage area, pavements, roadways, curbs, gutters, and storm drains. Maintenance includes but is not limited to weekly, or as needed based on seasonality, collection of litter as necessary. Debris-free and litter-free conditions apply to the Transfer Station property and building as well as Winslow Street between Blunt Street and Barrett Street.
- g. The Contractor shall wash the ceiling, walls, and tipping floor in a manner to sufficiently remove dirt and residue at least once every Contract Year and as often as deemed necessary by the City.
- h. The Contractor shall maintain all electrical and mechanical features including heat, ventilation, and air conditioning (HVAC); tipping floor lights; and interior and exterior lighting.
- i. The Contractor shall take action immediately to all requests by the City to improve care and maintenance of the Transfer Station grounds, buildings, equipment, and systems according to the terms of this Contract. The Contractor shall resolve all issues within the time frame specified by the City.

12) Transfer Trailers.

- a. The Contractor shall be responsible for all associated costs of hauling, including maintaining road-legal vehicles, ensuring road limits are met, and paying any associated fines.
- b. The Contractor shall provide and maintain sufficient empty trailers at the Transfer Station to accommodate daily loading operations. The Contractor shall make arrangements for or have access to additional trucks, trailers, and heisters, if necessary, to ensure there is no interruption in the operation of the Transfer Station.
- c. The Contractor shall replace the trucks and trailers as necessary to ensure that the Contractor has the ability to provide reliable service under this Contract.
- d. The Contractor shall maintain transfer trailers such that leaks and litter are prevented and loaded trailers use approved covers at all times.
- e. The Contractor shall wash the exterior of tractors and trailers as needed to maintain clean equipment. Washing of commercial vehicles must be done in an approved location and in a manner to avoid any contamination of the City's stormwater system or watershed areas. Dirty wash water is to flow to the sanitary sewer system.
- f. Each truck used by the Contractor to transport the City's Acceptable Waste or recyclables shall bear the name and phone number of the Contractor in letters that are plainly visible and at least four (4) inches high. Each trailer shall be labeled by the Contractor in the same manner on each side and on the tail gate. The Contractor's sign on the trailers shall be subject to the City's prior written approval.

13) Personnel.

- a. The Contractor shall provide sufficient personnel to operate the Transfer Station in a safe and efficient manner.
- b. The Contractor shall provide and maintain, throughout the term of this agreement, a minimum of two (2) contact names and phone numbers of the Contractor's representatives with the ability to respond within sixty (60) minutes of being contacted by an authorized representative of the City.
- c. The Contractor shall routinely train personnel for safety and operator certification requirements. A properly certified operator must be on the facility site whenever material is being received and when facility equipment is operating. The Contractor shall provide appropriate operating and safety training for all personnel, including meeting OSHA training requirements.
- d. Each vehicle operator shall always be licensed and carry a valid driver's license for the appropriate type of vehicle that is being driven.
- e. Conditions of employment shall be published and conspicuously posted so all employees may be informed. The Contractor shall furnish reasonable uniforms, rain gear, and safety equipment.
- f. The Contractor shall comply with all applicable law relating to wages and hours and all other laws relating to the employment or protection of employees, now or hereafter in effect.

14) Operations Permits and Licenses.

- a. The City shall be responsible for and shall bear all costs of obtaining and maintaining permits, licenses and federal, state, and local governmental approvals

for the operation of Transfer Station facilities and for permit amendments as required for facility renovations and operations. The Contractor shall bear the cost of any permit modifications requested.

- b. The City hereby acknowledges that some agencies may require the City to be named as owner in their permits and approvals, and the City will coordinate with the Contractor and permitting agency when necessary.
- c. The Contractor shall perform and pay for any groundwater, surface water, leachate, or other routine environmental monitoring at the Transfer Station that is required by any regulatory agency with jurisdiction over the activities at the Transfer Station with respect to matters other than those preexisting as of the date of this agreement.
- d. The Contractor shall be responsible for compliance with all environmental, safety, and operational permits. The Contractor shall bear any and all costs associated with remedying a violation related to operation of the Transfer Station.
- e. The Contractor will need to be formally listed on or added to the Transfer Station permit once the contract is awarded and before operation.

4.3 Additional Approaches and Innovations

The City is open to considering alternative waste handling equipment, infrastructure, and innovative approaches for operating the facility that differ from the requirements provided in Section 4.1 and 4.2 of this RFP. The additional proposed equipment and operation strategy must be clearly explained in the proposal, under a heading titled “**Additional Approach.**” For an additional operational approach to be considered, the Contractor must still submit pricing information in sections C-1 (Base Pricing Structure) and C-2 (Alternate Pricing Structure) of Attachment C. This pricing form is based on the requirements in Sections 4.1 and 4.2. Should the respondent decide to propose an alternate pricing structure, separate Additional Pricing bid forms should be provided using the same format as C-1 and C-2. Submission of any Additional Pricing forms does not replace the submission requirement for each respondent to submit C-1 and C-2.

5 Contract Terms and Conditions

5.1 Type of Contract

The Contract shall contain terms and conditions outlined in this RFP. The City will not exercise any supervision or control over the Contractor or personnel. The Contractor and all representatives shall perform to the standards specified in the contract. The incumbent shall be accountable solely to the City.

5.2 Contract Term

The City intends to enter a Contract with an initial term of seven (7) years with the option to extend the Contract for two (2) additional five (5)-year periods, such option being exercised upon the mutual agreement of the City and the Contractor. The Contract term may also be extended to accommodate delays or disruptions due to force majeure or other unforeseen circumstances.

Contract renewals will be contingent upon satisfactory performance by the Contractor, ongoing need for the services, and the availability of funding. If either party does not wish to renew the

Contract, written notice must be provided no less than one hundred eighty (180) days before the end of the current Contract term.

5.3 Financial Stability

The Contractor must demonstrate financial stability and capacity to meet the terms of the Contract and conditions specified in this RFP. Contractors shall submit the necessary financial statements and documents to support their proposal. Those financial statements shall include the most recent audited financial statement or Dun & Bradstreet report. This documentation must demonstrate the Contractor's financial ability to provide services and complete the contract.

If the Contractor experiences any significant financial changes during the term of the Contract that might affect their ability to perform, they must notify the City in writing immediately.

5.4 Insurance Requirements

The contracted Contractor shall be required to maintain insurance coverage that meets the minimum levels established by the City. Insurance must be provided by a company licensed to conduct business in North Carolina, and coverage must remain in force throughout the duration of the contract. The contracted vendor must submit proof of insurance coverage before commencing any work under the contract.

Minimum Insurance Requirements:

- Commercial General Liability Insurance: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Workers' Compensation and Employer's Liability Insurance: Required as per North Carolina state law, with minimum limits of \$1,000,000
- Commercial Automobile Liability Insurance: \$1,000,000 per occurrence for all owned, non-owned, and hired vehicles
- Professional Liability Insurance (if applicable): \$1,000,000 per claim

The City, its officers, employees, and agents must be marked and listed as additional insureds on the Contractor's general liability policy. Certificates of insurance, along with endorsements, must be submitted to the City prior to the start of any work. The Contractor must notify the City in writing at least 45 days in advance of any cancellation or material change in the insurance coverage.

5.5 Applicable Federal Emergency Management Agency (FEMA) Clauses

As part of this contract, the Contractor must comply with all applicable FEMA regulations and clauses, particularly those related to disaster recovery and emergency response. Clauses that may apply to this contract include, but are not limited to, the following:

- Equal Employment Opportunity: Compliance with Executive Order 11246 regarding equal opportunity in employment
- Contract Work Hours and Safety Standards Act: Ensures that contractors do not require their employees to work in excess of forty (40) hours per week without proper compensation

- Byrd Anti-Lobbying Amendment: Prohibits contractors from using federal funds to lobby government officials
- Clean Air Act and Federal Water Pollution Control Act: Ensures compliance with environmental regulations regarding air and water quality

The Contractor is required to flow down all applicable FEMA clauses to any subcontractors. Noncompliance with these clauses may result in termination of the Contract or other enforcement actions.

5.6 Contract Changes

The City's Contracting Officer (CO) is the only person authorized to make any modification or amendment in the Contract after written agreement between the City and Contractor. The following type of Contract changes may be necessary to accommodate changes in service levels, scope of work, or other factors that arise during the Contract term:

- Scope Adjustments: Changes to the service scope as necessary.
- Schedule Modifications: Adjustments to service schedules to align with the City's operational needs or accommodate special events.
- Price Adjustments: Modifications to the Contract price may be allowed if there is a significant change in the scope of work or due to unforeseen circumstances, such as increases in fuel prices or disposal fees.

All changes must be agreed upon in writing and authorized by the CO. No oral agreements or unauthorized modifications will be considered binding. All Contract administration will be affected by the CO. Communications pertaining to contractual administrative matters shall be addressed to the CO.

5.7 Pricing

Contractor pricing must be submitted via the required form (Attachment C) and described within the submitted proposal. The City is looking for pricing estimates that not only communicate a fair market value for operation, transport, and disposal of Acceptable Waste but may also offer the City additional value or benefit. In that way the Contractor is welcome to include alternative pricing models and options for evaluation by the City, as referenced in 4.3 and Attachment C.

5.8 Safety and Environmental Compliance

The Contractor must adhere to all applicable safety and environmental regulations as part of their operations. This includes but is not limited to OSHA regulations, state regulations, and local safety ordinances.

5.8.1 Safety Compliance

The Contractor is responsible for always maintaining a safe working environment. All personnel must be trained and equipped to handle any hazards associated with waste management services. Any accidents, injuries, or unsafe conditions must be reported to the City within twenty-four (24)

hours. The Contractor is also required to provide a written safety plan before commencing work, which will outline the safety protocols and procedures for the Contract.

5.8.2 Environmental Compliance

The Contractor must ensure compliance with all environmental regulations, including proper disposal of solid waste and recyclables, containment of spills, stormwater management, and management of hazardous materials. The Contractor is responsible for maintaining safety data sheets (SDSs) for all chemicals and hazardous substances used during Contract performance. Any violations of environmental laws or regulations may result in penalties or Contract termination.

ATTACHMENTS

ATTACHMENT A: Conceptual Site Map



ATTACHMENT B: Proposal Cover Form

This proposal is submitted to the City of Fayetteville for solid waste services related to the lease, operation, and maintenance of the transfer station by:

Firm Name: _____

Address: _____

Telephone: _____

I, the authorized representative set forth above, hereby present this proposal on behalf of the firm set forth above, which does hereby certify that the information provided in the proposal is accurate and hereby agrees to provide the services as proposed if awarded the contract.

Signature _____

Print Name _____

Title _____

Date _____

ATTACHMENT C: Pricing Proposal Form

General

For execution of the services outlined in this RFP, the Contractor intends to pay the City based on at least one of two proposed pricing structures:

1. **Base Pricing Structure:** A per-ton fee based on the actual amount of tons transferred by the Contractor (C-1), OR
2. **Alternate Pricing Structure:** An all-in lease fee to the City as an annual lump sum, (C-2).

The actual tons under the Base Pricing Structure will be determined by the weight records at the scale house. Confirmation of the tonnage will occur through periodic review of scale house records provided to the City by the Contractor on a minimum annual basis. The unit and annual prices submitted shall be in current (CY2025) dollars. The pricing will be in effect over the entire seven (7)-year term of the agreement and subject to annual adjustment (as described below). **The Contractor is expected to submit pricing for each of C-1 and C-2. Contractors submitting proposals with incomplete pricing information may be deemed nonresponsive.**

Annual Adjustments

The Base or Alternate pricing will be annually adjusted based on the Consumer Price Index (CPI) for Water, Sewer, and Trash, as published by the U.S. Department of Labor, Bureau of Labor Statistics (BLS). The annual adjustment will be based on 100 percent of the 12-month change in the CPI for Water, Sewer, Trash (January 1 – December 31), starting July 1st of the year following contract execution. Price adjustments (increases or decreases) will occur at the beginning of each fiscal year (July 1) and remain in effect through June 30.

C-1: Base Pricing Structure Proposal

Total Base Pricing (Unit Pricing Based on Tonnage)

Contractor offers the following pricing for Transfer Station Lease, Operation, and Maintenance based on the scope of services and terms described in the RFP and as detailed in the proposed agreement. For all tons, the unit price for all the services set forth in the agreement for the seven (7)-year term, with the option for two (2) five (5)-year extensions at the same price, is equal to:

_____ dollars and _____ cents (**\$ per ton of Acceptable Waste, in 2025 dollars, with annual inflationary changes applied thereafter**)

C-2: Alternate Cost Structure Proposal

Total Alternate Pricing (Annual All-in Lease Pricing)

Contractor offers the following pricing for Transfer Station Lease, Operation, and Maintenance based on the terms outlined in the RFP, and as detailed in the proposed agreement. For all tons, the lease price for all the services set forth in the agreement for the seven (7)-year term, with the option for two (2) five (5)-year extensions at the same price, is equal to:

_____ dollars and _____ cents (**\$ annually, in 2025 dollars, for the initial contract year, with annual inflationary changes applied thereafter**)

ATTACHMENT D: Certification of Financial Condition

Name of Contractor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- The Contractor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.
Date of latest audit: _____
- Contractors shall submit financial statements, including the most recent audited financial statement or Dun & Bradstreet report, with their proposals. This documentation must demonstrate the Contractor's financial ability to provide services and complete the contract.
- The Contractor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- The Contractor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.
- The Contractor is not the subject of any current litigation or findings of noncompliance under federal or county law.
- The Contractor has no findings in any past litigation, or findings of noncompliance under federal or county law that may impact in any way its ability to fulfill the requirements of this Contract.
- He or she is authorized to make the foregoing statements on behalf of the Contractor.

Note: This is a continuing certification, and the Contractor shall notify the Purchasing Manager within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Contractor shall explain the reason in the space below:



Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Contractor]

ATTACHMENT E: Current Transfer Station Solid Waste Permit

Please See Separate Attachment E

ATTACHMENT F: Proposal Submission Checklist

| | Required | Section Description | Completed |
|---|----------|------------------------------|--------------------------|
| Proposal Cover Form | Yes | Attachment B | <input type="checkbox"/> |
| Main Proposal | | | <input type="checkbox"/> |
| Company Information and Executive Summary | Yes | Section 2.8.1 | <input type="checkbox"/> |
| Firm Qualifications and Experience | Yes | Section 2.8.2 | <input type="checkbox"/> |
| Staff Qualifications and Expertise | Yes | Section 2.8.3 | <input type="checkbox"/> |
| Requirements and Documentation | Yes | Section 2.8.4 | <input type="checkbox"/> |
| Proposed Pricing | Yes | Section 2.8.5 & Attachment C | <input type="checkbox"/> |
| Certification of Financial Condition | Yes | Attachment E | <input type="checkbox"/> |
| Proposal Submission Checklist | Yes | Attachment G | <input type="checkbox"/> |
| | | | |

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