

**NEW HANOVER COUNTY
RECYCLING AND SOLID WASTE DEPARTMENT
REQUEST FOR BID #25-0270
LEACHATE PUMP & HAUL SERVICES**



COUNTY COMMISSIONERS

**BILL RIVENBARK, CHAIR
LEANN PIERCE, VICE CHAIR
JONATHAN BARFIELD, JR.
DANE SCALISE
ROB ZAPPLE**

CHRIS COUDRIET, COUNTY MANAGER

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Section 1 – Advertisement

**NEW HANOVER COUNTY
RECYCLING AND SOLID WASTE DEPARTMENT
REQUEST FOR BID #25-0270
LEACHATE PUMP & HAUL SERVICES**

New Hanover County is accepting bids for “Leachate Pump & Haul Services” from the New Hanover County Landfill facility located at 5210 Highway 421 North, Wilmington, North Carolina.

Bids should be marked “**RFB 25-0270 Leachate Pump & Haul Services**” and emailed to:

Anne McAllister, Business Officer
amcallister@nhcgov.com

Bids will be accepted until 2:00 P.M. EST, Friday, November 8, 2024

Instructions for submitting bids and complete requirements and information may be obtained by visiting the County’s website at <https://nc-newhanovercounty.civicplus.com/bids.aspx>.

New Hanover County reserves the right to accept or reject any or all bids and to make the Award which will be in the best interest of the County.

Released: Friday, October 18, 2024

Section 2 – Instructions and General Conditions

2.1 – Schedule

Date	Action
FRIDAY, October 18, 2024	RFB issued.
Monday 10/28, and/or Tuesday 10/29	Site visits by appointment. Contact: Anne McAllister amcallister@nhcgov.com
WEDNESDAY, October 30, 2024, BY CLOSE OF BUSINESS	Deadline for questions. All questions must be submitted electronically to Anne McAllister, Business Officer amcallister@nhcgov.com .
Tuesday, November 5, 2024, BY CLOSE OF BUSINESS	Questions will be answered via written addendum.
FRIDAY, November 8, 2024 @2:00 PM EST	Emailed bids due to amcallister@nhcgov.com NO PUBLIC BID OPENING

2.2 –

Preparation of Bids

2.2.1 **Only EMAILED bids will be considered.** Bidders are instructed to submit their bid documents via EMAIL, clearly marked “RFB 25-0270 LEACHATE PUMP & HAUL SERVICES” and addressed to:

Anne McAllister, Business Officer
amcallister@nhcgov.com

Proposals received after the time and date for closing **WILL NOT BE CONSIDERED.**

The RFB package constitutes the entire set of instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be sent to all known bidders who notified the Business Officer of their intent to submit a bid and posted on the County’s website.

2.2.2 **Completion of Bid Form (Price Sheet):** Bidders are expected to examine the specifications herein, the schedule and all instructions. Failure to do so will be at the bidders’ risk. Each bidder shall furnish the information required on the price sheet contained in this bid package. Bids submitted that are not on the attached bid form will be rejected. **BID SHEETS NOT SIGNED WILL BE REJECTED.**

All prices and notations shall be written in ink or typed. Discrepancies between words and numerals will be resolved in favor of words.

Changes or corrections made in the bid must be initialed by the individual signing the bid. No corrections will be permitted after the email time deadline.

2.2.3 Only email bids will be considered. Bids received after the time and date for submittal will not be considered.

2.3– Questions

Questions concerning the specification in this Request for Bids (RFB) should be directed to Anne McAllister, Business Officer by email at amcallister@nhcgov.com. Any inquiries, requests for interpretation, technical questions, clarification, or additional information shall be directed to Anne McAllister, Business Officer, via email: amcallister@nhcgov.com. Questions should be submitted no later than **Wednesday, October 30, 2024 by close of business**.

2.4– Answers to Questions

An addendum summarizing all questions and answers will be posted to the County’s website by close of business on **Tuesday, November 5, 2024, by close of business**. Bidders who have notified the County of their intent to submit a bid along with an email address will be sent the addendum upon posting.

You may visit our website at <https://nc-newhanovercounty.civicplus.com/bids.aspx> to check for the issuance of any addenda before submitting your bid.

2.5 – Communication

Bidders may not have communications, verbal or otherwise, concerning this RFB with any personnel or boards from New Hanover County, other than the person listed in this section, which is Anne McAllister, Business Officer. If any vendor attempts any unauthorized communication, the bid may be rejected.

2.6 – Intent to Submit

Bidders who intend to submit a bid on this project should send an email to amcallister@nhcgov.com including pertinent contact information. This will ensure that you receive any addenda issued for this RFB; if applicable.

2.7 - Cost of Preparation of Response

Costs incurred by prospective bidder in the preparation of the response to this Request for Bids are the responsibility of the bidder and will not be reimbursed by the County.

2.8 – Bid Opening

Emailed bids are due: **Friday, November 8, 2024, at 2:00 PM EST**. There will be no public bid opening.

2.9 – Award

Award shall be given to the lowest responsive responsible bidder taking into consideration quality, specifications met, availability of goods, and delivery time.

2.10 – Ownership of Documents

All bids and accompanying documentation will become the property of New Hanover County at the time the bids are received and as such will not be returned to the Bidder.

2.11- Trade Secret Confidentiality

Upon receipt of your bid by New Hanover County, your bid is considered a public record except for material which qualifies as "trade secret" under N.C. General Statute 132-1.2. After opening, your bid will be provided to County staff and others who participate in the evaluation process, and to members of the general public who submit public records requests.

2.12 - Withdrawal of Bids

Bidder may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids. No bid may be withdrawn after the scheduled closing time for receipt of Bids for a period of thirty (30) days.

2.13- Equal Opportunity

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor, are incorporated herein.

The bidder agrees not to discriminate against any employees or applicant for employment because of physical or mental handicap in regard to any position for which the employees or applicant is qualified. The bidder agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

Pursuant to GS 143-48, New Hanover County encourages small, minority, physically handicapped, and women firms to submit bid in response to this RFB.

2.14- Indemnity

The bidder shall indemnify and hold the County, its agents and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of personal injuries or death or on account of property damages arising out of or relating to the work to be performed by the bidder hereunder, resulting from the negligence of or the willful act or omission of the bidder, his agents, employees and subcontractors.

2.15 – E-Verify

Pursuant to Session Law 2013-418, Bidder shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. The County may require an affidavit attesting to Bidder's compliance. Violation of the provision, unless timely cured, shall constitute a breach of contract.

2.16 - Compliance with Bid Requirements

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

2.17- Successful Bidder

The successful bidder who is not currently registered as a vendor in the County's vendor database will be required to register. Please visit the County's website at [Vendor Self Service \(munisselfservice.com\)](http://munisselfservice.com). For questions, contact Amanda Caulfield at 910-798-7192 or email acaulfield@nhcgov.com.

2.18 – Federal Uniform Guidance

If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.)

and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2CFR § 200.324).

2.19 - Right to Reject Bids

New Hanover County reserves the right to accept or reject any or all Bids and to make the award which will be most advantageous to the County.

2.20 – Certificate of Authority

Subject to several statutory exceptions, a business entity incorporated or organized in a state other than North Carolina must obtain a certificate of authority from the North Carolina Secretary of State prior to transacting business in the State. See G.S. 55-15-01(a) (business corporations); G.S. 55A-15-01(a) (nonprofit corporations); G.S. 57D-7-01(a) (limited liability companies); G.S. 59-902(a) (limited partnerships); G.S. 59-91(a) (registered limited liability partnerships); G.S. 55B-16(a) (professional corporations). When the requirement applies, the foreign entity transacting business in the State is responsible for obtaining a certificate of authority—not the domestic (i.e., North Carolina) corporations, public entities, or individuals with whom the foreign entity might contract.

Section 3 – New Hanover County Purchase Order Terms and Conditions

1. **CONCERNING THE PURCHASE ORDER:** Contact the “Bill to” Department shown on the purchase order.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. The County will not be responsible for goods delivered without a purchase order.
3. **PRICE:** If prices or terms do not agree with your quotation, you must notify the ordering **Department** immediately. All prices are quoted **F.O.B. DESTINATION** unless specifically indicated otherwise.
4. **INVOICES:** All invoices are to be mailed to the “Bill to” Department. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number should be referenced on all invoices.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date an invoice is received and approved by the County and not the date the invoice is printed by the vendor.
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES:** New Hanover County is not Tax-Exempt. Prices shown on the County’s purchase orders do not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the seller’s invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed without the Purchaser’s consent. Any unauthorized quantity is subject to rejection and return at seller’s expense.
9. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling, and similar charges. Collect freight shipments will be refused. The seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.

10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless New Hanover County, its officers, agents, and employees from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **INSURANCE:** Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; New Hanover County, shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence – if providing professional services; to include Environmental Professional, if applicable. (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. (e) Pollution Liability insurance in an amount not less than \$1,000,000 per occurrence, if applicable. Certificates of Insurance shall be furnished prior to the commencement of Services to: New Hanover County, 230 Government Center Drive, Suite 125, Wilmington, NC 28403.
12. **APPLICABLE LAWS:** By the acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state, or federal laws and regulations and agrees to indemnify and defend New Hanover County against any loss, cost, liability, or damage by reason of seller's violation of any laws.
13. **CANCELLATION:** New Hanover County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.
14. **ACCEPTANCE AND INSPECTION:** If for purchase of goods, all goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the seller until acceptance has been made by the County. If goods are rejected, they will be returned at seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.
15. **WARRANTY:** If for purchase of goods, the seller expressly warrants those goods, covered by this order will conform to the specifications, drawings, or samples furnished by the County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold New Hanover County harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.
16. **HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged, or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.
17. **MATERIAL SAFETY DATA SHEETS (MSDS):** The seller shall ensure that New Hanover County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.
18. **NON-DISCRIMINATION POLICY:** New Hanover County does not discriminate on the basis of race, color, sex, national origin, religion, age, or disability. Any contractors or vendors who provide services, programs or goods to the County are expected to fully comply with the County's non-discrimination policy.
19. **VERBAL AGREEMENT:** The County will not be bound by any verbal agreements.

20. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of New Hanover County, and as such, seller, his or her agents and employees shall not be entitled to any County employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension, or retirement benefits.
21. **GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina.
22. **E-VERIFY COMPLIANCE:** As a condition of payment for services rendered under this agreement, Seller shall fully comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Seller provides the services to the County utilizing a subcontractor, Seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Seller shall verify, by affidavit, compliance with the terms of this section upon request by the County.
23. **UNIFORM ADMINISTRATIVE REQUIREMENTS:** By acceptance of this Purchase Order, the Vendor/Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 CFR § 200 et seq.

Section 4- E-Verify

E-VERIFY

(To be submitted with all Bids)

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____ (hereinafter Affiant), being duly authorized by and on behalf of _____ (hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify 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 in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. **(Mark Yes or No)**
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors must comply with E-Verify and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired.
This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20__

My Commission Expires: _____

Notary Public

(Affix Official/Notarial Seal)

Section 5– Minority Business Form

(Submit with Your Bids)

Minority & Women Business Enterprise (MWBE)

Program FORM

A. Authorized Representative

I HEREBY AFFIRM THAT:

I am [name] _____, [title] _____, and the duly authorized representative of [Business Name] _____ and that I possess the legal authority to make this statement on behalf of myself and the Business for which I am acting.

B. Affirmation Regarding MWBE Program Acknowledgement and Compliance

I FURTHER AFFIRM THAT:

I am aware of and intend to comply with the County’s MWBE Program. As such [check one]:

_____ The Business is certified as a woman- or minority-owned business by an accepted agency. (Attach proof certification)

_____ The Business is a woman- or minority-owned business but has not been certified by an accepted agency. (Attach document of ownership such as articles of incorporation, current business license, K-1 of the most recent business tax return.)

_____ The Business is not a woman- or minority-owned business; however, the Bidder acknowledges the MWBE policy and if it should become necessary to subcontract some portion of the work at a later date or obtain materials or services in conjunction with this solicitation, the Bidder will institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs.

(To be submitted with all Bids/Proposals)

Iran Divestment Act Certification

RFB Number: **RFB 25-0270 Leachate Pump & Haul Services**

Name of Contractor: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.55 et. seq.**

As of the date listed below, the Contractor listed above or any of its subcontractors are not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the Contractor listed above to make the foregoing statement.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Notes to persons signing this form:

N.C.G.S. 147-86.59 requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 147-86.60 requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer’s Final Divestment List.

The State Treasurer’s Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

Section 7 – Scope of Work

SCOPE OF WORK

1.0 GENERAL

- 1.01 The CONTRACTOR shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The CONTRACTOR will be responsible for obtaining all necessary licenses to complete the scope of work.
- 1.02 Performance: The quality of workmanship concerning the Pump and Haul of Landfill Leachate must reflect professional work and conduct.

2.0 SCOPE OF WORK

Time is of the essence in all work performed under this Scope of Services. The Pump & Haul services are limited to the collection and disposal (Pump and Haul) of landfill leachate that may pose a threat to public safety and/or pose a threat to the environment.

- 2.01 The CONTRACTOR will typically load (Pump) and Haul the landfill leachate from the New Hanover County Landfill (leachate lagoon) to manhole 114713 (near Ogden Park), approximate one-way distance is 16.9 miles. The leachate will be off-loaded by gravity or pumped into the Cape Fear Public Utility Authority treatment system. The discharge rate shall not exceed a rate greater than 300 gallons per minute (gpm). CFPWA may designate that two alternate disposal sites be used. Those are: the James A. Loughlin (Northside) Wastewater Treatment Plant (NSWWTP) – 2311 N 23rd St, Wilmington, NC 28401; and the M’Kean Maffitt (Southside) Wastewater Treatment Plant (SSWWTP) – 3436 River Road, Wilmington, NC 28412.
- 2.02 The CONTRACTOR will be responsible for any damages caused by the CONTRACTOR to both private and public property and shall immediately report any damage incidents to New Hanover County.
- 2.03 The CONTRACTOR shall be responsible for establishing and scheduling disposal routes in consultation with COUNTY staff.
- 2.04 The CONTRACTOR shall provide an updated list weekly of subcontractors including subcontractor name, contact person, address and telephone number.
- 2.05 Disposal trucks shall be identified by labels indicating it as a “New Hanover County Contractor”.
- 2.06 Collection and disposal (Pump and Haul) of the landfill leachate shall be restricted to between the hours of 8:00am and 4:00pm.
- 2.07 The COUNTY reserves the right to determine the final resolution of any discrepancy or conflicts.
- 2.08 The CONTRACTOR shall ensure that each disposal truck used for the Pump and Haul of leachate is clean and free of potential contaminants prior to use.

- 2.09 The CONTRACTOR shall provide a cleaning certificate, prior to the use and after each different use of any tanker for Pump and Haul, to New Hanover County staff.
- 2.10 The CONTRACTOR shall provide a sufficient number of trucks/drivers to pump and haul up to 56,000 gallons/day to one or both WWTP's.

2.11 MEASUREMENT AND LOAD TICKETS

2.11a. Measurement of leachate Pumped and Hauled from the New Hanover County Landfill will be by volume (gallons).

2.11b. Trucks will be weighed in empty and weighed out loaded at the New Hanover County Landfill prior to disposal in the CFPUA sanitary sewer system. There are three locations for the leachate disposal and will be designated to the landfill staff by CFPUA which site will need to be used. Landfill staff will indicate this information to the hauler when the request for hauling communicated. Historically, the most common site is to manhole 114713 (near Ogden Park), approximate one-way distance is 16.9 miles. The second site is the James A. Loughlin (Northside) Wastewater Treatment Plant (NSWWTP) – 2311 N 23rd St, Wilmington, NC 28401, approximate one-way distance is 10.7 miles.– (Ogden Park manhole flows to this Wastewater Treatment Plant). The third site is M'Kean Maffitt (Southside) Wastewater Treatment Plant (SSWWTP) – 3436 River Road, Wilmington, NC 28412. Approximate one-way distance is 12.5 miles. This third site is rarely used, but the possibility is there, so it is listed here in the bid specifications.

The leachate will be off-loaded by gravity or pumped into the Cape Fear Public Utility Authority treatment system. The discharge rate shall not exceed a rate greater than 300 gpm. The weight will be converted to gallons using the conversion factor: one gallon equals 8.34 pounds.

2.11c. Measurement will be documented by load tickets.

2.11d. Measurements from the load tickets will be used by the hauler (CONTRACTOR) to fill in the "HAULED WASTE MANIFEST" as required by the Cape Fear Public Utility Authority. New Hanover County staff will also sign the "HAULED WASTE MANIFEST" where needed.

2.11e. The "HAULED WASTE MANIFEST" shall be completed by the CONTRACTOR to include the name of the transporter, permit number, volume hauled, origin of wastewater, tanker capacity, and shall be signed, dated, and timed by the transporter upon starting to fill and departure from the New Hanover County Landfill.

3.0 UNIT PRICE SCHEDULE

3.1 The contract will be for payment on a unit price basis. Unit prices proposed by the bidder shall include anything necessary to complete the work including mobilization, insurance, fill time, haul time, off-load time, overhead, profit, and applicable taxes. No minimum or maximum quantity is implied or inferred by this contract.

Unit Price Unit of Measurement: Gallon

3.2 All bids must be submitted using the attached Price Sheet/Bid Form.

4.0 CONTRACTOR SAFETY REQUIREMENTS

4.1 Contractor shall comply with all local, state, and federal safety rules and regulations and shall sign and return NHC Recycling & Solid Waste Contractor Compliance Requirements document (attached to the contract).

4.2 The Contractor shall be solely responsible for maintaining safety at all work sites. The Contractor shall take all reasonable steps to ensure safety for both workers and visitors to include traffic control.

4.3 The Contractor shall comply with all NC Department of Transportation requirements including, but not limited to, placards and training.

5.0 OTHER LAWS AND REGULATIONS

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all regulations and directives from the North Carolina Department of Human Resources, the North Carolina Department of Transportation, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued there under.

Section 8 – Bid Form/Price Sheet

BID FORM (PRICE SHEET)
RFB 25-0270 LEACHATE PUMP & HAUL SERVICES
(Submit this Form)

I certify that this bid is made without prior understanding, agreement or connection with any corporation firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Deadline to submit bids by email to amcallister@nhcgov.com is Friday, November 8, 2024 @ 2:00 PM EST.

RFB #25-0270

NEW HANOVER COUNTY PUMP & HAUL OF LANDFILL LEACHATE CONTRACT

Price Sheet/Bid Form

TO: Anne McAllister, Business Officer --- New Hanover County Recycling & Solid Waste
3002 US Hwy. 421 North, Wilmington, NC 28401 amcallister@nhcgov.com

DATE: _____ CONTRACTOR: _____

PHONE: _____ ADDRESS: _____

UNIT PRICE BID: The undersigned, having carefully examined the Instructions to Bidders, New Hanover County – Leachate Pump and Haul RFB dated **Friday October 25, 2024** and sample draft contract, including the following addenda;

ADDENDUM # _____ DATED: _____

ADDENDUM # _____ DATED: _____

ADDENDUM # _____ DATED: _____

As well as the premises and conditions affecting the work, proposes to furnish all services, labor, materials, and equipment called for to complete the project in accordance with the contract documents for the following unit price amounts.

<p>UNIT PRICE</p> <p>\$ _____ /GALLON</p>
--

Signature _____ Title _____ State of Incorporation _____

**NEW HANOVER COUNTY
PUMP & HAUL OF LANDFILL LEACHATE CONTRACT**

STATEMENT OF ASSURANCES AND COMPLIANCE

The undersigned, as bidder certifies that the General Conditions and Instructions to Bidders, the Draft Contract, the Scope of Work, and the Price Sheet/Bid Form found in the bidding documents have been read and understood.

The bidder hereby provides assurance that the firm represented in this bid, as indicated below:

- 1) Will comply with all requirements, stipulations, terms, and conditions as stated in the bid document:
- 2) Currently complies with all applicable State and Federal Laws:
- 3) Is not guilty of collusion with the vendors possibly interested in this bid or in determining prices to be submitted: and
- 4) Such agent as indicated below is officially authorized to represent the firm in whose name this bid is submitted.

Name of Firm

Name of Firm Representative

Title

Address of Firm

Telephone Number

Date

State of Incorporation

STATE OF NORTH CAROLINA

AGREEMENT

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this ____ day of _____ 202____ by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and _____, a _____, hereinafter referred to as "Contractor."

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

1. Scope of Services. Contractor shall provide all labor, materials and equipment for pump and haul services limited to the collection and disposal of landfill leachate, as more specifically described in Exhibit A, attached hereto, and incorporated herein by reference.

2. Time of Performance. The term of this Agreement shall begin from receipt of Notice to Proceed, and all work shall be completed by June 30, 2027. This Agreement may renew for an additional one year term with written Notice of renewal by County.

3. Payment. County hereby agrees to pay for the cost of this Contract not to exceed a sum of \$350,000.00 per fiscal year. Payment is contingent upon a final County inspection and acceptance of work or services.

4. Extra Work. County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. Indemnity. Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, for any property damages, personal

injuries or death arising out of, relating to, or resulting from the negligence, willful act, or omission of Contractor, its agents, employees and subcontractors in the performance of work or services.

6. Insurance. Before commencing any work or services, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. Minimum Scope and Limits of Insurance

7.1. Commercial General Liability

7.1.1. Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work or services, or the general aggregate shall be twice the required limit.

7.1.2. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

7.1.3. County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the CUL, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.

7.1.4. Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or

self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor's insurance.

7.2. Workers' Compensation and Employer's Liability

7.2.1. Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

7.2.2. Employer's Liability, and if necessary, CUL insurance shall not be less than \$1,000,000 for each accident for bodily injury by accident, \$1,000,000 for each employee for bodily injury by disease, and \$1,000,000 policy limit.

7.2.3. The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work or services performed by Contractor for County.

7.3. Business Auto Liability

7.3.1. Contractor shall maintain applicable Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than \$1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

7.3.2. Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos used in the performance of work or services.

7.3.3. Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4. Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor's insurance.

7.4 Contractors Pollution Liability

7.4.1 Contractor shall maintain Contractor's Pollution Liability covering losses caused by pollution incidents that arise from the operations of the Contractor described under the scope of services of this Contract.

7.4.2 Contractor's Pollution Liability shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs and defense, including costs and expenses incurred in the investigation defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least \$1,000,000 per claim, with an annual aggregate of at least \$1,000,000.

7.4.3 Contractor's Pollution Liability shall include as an additional insured County, its officers, officials, agents, and employees.

7.4.4 If Contractor's Pollution Liability is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years, beginning from the time that work under the contract is complete.

7.4.5 If the scope of services as defined in this Contract includes the disposal of any hazardous or nonhazardous materials from the job site, the Contractor must furnish to County evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to County under this Contract must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$1,000,000.

7.5 Deductibles and Self-Insured Retentions

7.5.1. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, or employees; Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.5.2. Contractor shall be solely responsible for the payment of all deductibles to which all policies are subject, regardless of whether County is an insured under the policy.

7.6. Miscellaneous Insurance Provisions.

7.6.1. Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County, its officers, officials, agents, and employees.

7.6.2. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive, Ste. #125, Wilmington, NC 28403.

7.6.3. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.7. Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted a specific exemption.

7.8. Evidence of Insurance

7.8.1. Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.8.2. Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.

7.8.3. With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.9. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors' coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.10. Conditions

7.10.1. County may, at its discretion and with approval of Risk Management and the Finance Department, accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.10.2. Contractor shall warrant the insurance contributing to the satisfaction of insurance requirements in this Contract shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

7.10.3. Contractor shall promptly notify Environmental Management and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.10.4. County reserves the right to obtain complete, certified copies of all required insurance policies.

7.10.5. Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7.10.6. County does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

7.10.7. If Contractor fails to maintain the insurance as set forth herein, County shall have the right to purchase said insurance at Contractor's expense. Contractor agrees to reimburse County for all expenses incurred for such purchase.

7.10.8. Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.10.9. County shall have the right to prohibit Contractor or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by County.

8. Independent Contractor. The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Default and Termination. If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, the placing any

orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. Non-appropriation. All funds for payment by County under this Contract are subject to the availability of an annual appropriation of the New Hanover County Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Contractor on ten (10) business days' prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. Non-waiver of Rights. The parties mutually agree that either party's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

13. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. Subcontracts. The Contractor shall utilize no subcontractors for performing the work or services to be performed under this Contract without the prior written approval of the County.

15. Entire Contract. This Contract constitutes the entire understanding of the parties.

16. Binding Effect. This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators, and assigns.

17. Severability. If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

18. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

19. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

20. E-Verify Compliance. Pursuant to N.C.G.S. 143-133.3, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

21. Compliance with Federal Law. If applicable, all federally funded projects, loans, grants, and sub grants whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

22. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

To County:

New Hanover County Environmental Management
Attn: Anne McAllister
5210 U.S. 421 N
Wilmington, NC 28401

To Contractor:

23. Assignability. The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

24. Contract Under Seal. The parties hereto expressly agree to create a Contract under seal.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

CONTRACTOR.

President (Seal)

ATTEST:

Secretary

STATE OF _____

_____ COUNTY

I, _____, a Notary Public of the State and County aforesaid, certify that _____ came before me this day and acknowledged that (s)he is President of _____, a _____, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed and sealed in its name by its President.

WITNESS my hand and official seal, this ____ day of _____, 202_____.

Notary Public

My commission expires: _____

**[REST OF PAGE INTENTIONALLY BLANK.
NEW HANOVER COUNTY DIGITAL SIGNATURE PAGE FOLLOWS EXHIBIT A AND IS
INCORPORATED HEREIN BY REFERENCE]**

SCOPE OF WORK**1. GENERAL**

1. The CONTRACTOR shall comply with all applicable Federal, State and Local codes, ordinances and requirements of all agencies having jurisdiction. The CONTRACTOR will be responsible for obtaining all necessary licenses to complete the scope of work.
2. Performance: The quality of workmanship concerning the Pump and Haul of Landfill Leachate must reflect professional work and conduct.

2. SCOPE OF WORK

Time is of the essence in all work performed under this Scope of Services. The Pump & Haul services are limited to the collection and disposal (Pump and Haul) of landfill leachate that may pose a threat to public safety and/or pose a threat to the environment.

1. The CONTRACTOR will typically load (Pump) and Haul the landfill leachate from the New Hanover County Landfill (leachate lagoon) to manhole 114713 (near Ogden Park), approximate one-way distance is 16.9 miles. The leachate will be off-loaded by gravity or pumped into the Cape Fear Public Utility Authority treatment system. The discharge rate shall not exceed a rate greater than 300 gallons per minute (gpm). CFPUA may designate two alternate disposal sites be used. Those are: the James A. Loughlin (Northside) Wastewater Treatment Plant (NSWWTP) – 2311 N 23rd St, Wilmington, NC 28401; and the M’Kean Maffitt (Southside) Wastewater Treatment Plant (SSWWTP) – 3436 River Road, Wilmington, NC 28412.
2. The CONTRACTOR will be responsible for any damages caused by the CONTRACTOR to both private and public property and shall immediately report any damage incidents to New Hanover County.
3. The CONTRACTOR shall be responsible for establishing and scheduling disposal routes in consultation with COUNTY staff.
4. The CONTRACTOR shall provide an updated list weekly of subcontractors including subcontractor name, contact person, address and telephone number.
5. Disposal trucks shall be identified by labels indicating it as a “New Hanover County Contractor”.
6. Collection and disposal (Pump and Haul) of the landfill leachate shall be restricted to between the hours of 8:00am and 4:00pm.
7. The COUNTY reserves the right to determine the final resolution of any discrepancy or conflicts.
8. The CONTRACTOR shall ensure that each disposal truck used for the Pump and Haul of leachate is clean and free of potential contaminants prior to use.
9. The CONTRACTOR shall provide a cleaning certificate, prior to the use and after each different use of any tanker for Pump and Haul, to New Hanover County staff.

10. The CONTRACTOR shall provide a sufficient number of trucks/drivers to pump and haul up to 56,000 gallons/day to one or both WWTP's.

11. MEASUREMENT AND LOAD TICKETS

2.11a. Measurement of leachate Pumped and Hauled from the New Hanover County Landfill will be by volume (gallons).

2.11b. Trucks will be weighed in empty and weighed out loaded at the New Hanover County Landfill prior to disposal in the CFPUA sanitary sewer system. There are three locations for the leachate disposal and will be designated to the landfill staff by CFPUA which site will need to be used. Landfill staff will indicate this information to the hauler when the request for hauling communicated. Historically, the most common site is to manhole 114713 (near Ogden Park), approximate one-way distance is 16.9 miles. The second site is the James A. Loughlin (Northside) Wastewater Treatment Plant (NSWWTP) – 2311 N 23rd St, Wilmington, NC 28401 – (Ogden Park manhole flows to this Wastewater Treatment Plant). The third site is M'Kean Maffitt (Southside) Wastewater Treatment Plant (SSWWTP) – 3436 River Road, Wilmington, NC 28412. This third site is rarely used, but the possibility is there, so it must be considered. The leachate will be off-loaded by gravity or pumped into the Cape Fear Public Utility Authority treatment system. The discharge rate shall not exceed a rate greater than 300 gpm. The weight will be converted to gallons using the conversion factor: one gallon equals 8.34 pounds.

2.11c. Measurement will be documented by load tickets.

2.11d. Measurements from the load tickets will be used by the hauler (CONTRACTOR) to fill in the "HAULED WASTE MANIFEST" as required by the Cape Fear Public Utility Authority. New Hanover County staff will also sign the "HAULED WASTE MANIFEST" where needed.

2.11e. The "HAULED WASTE MANIFEST" shall be completed by the CONTRACTOR to include the name of the transporter, permit number, volume hauled, origin of wastewater, tanker capacity, and shall be signed, dated, and timed by the transporter upon starting to fill and departure from the New Hanover County Landfill.

3.0 UNIT PRICE SCHEDULE

3.1 The contract will be for payment on a unit price basis. Unit prices proposed by the bidder shall include anything necessary to complete the work including mobilization, insurance, fill time, haul time, off-load time, overhead, profit, and applicable taxes. No minimum or maximum quantity is implied or inferred by this contract.

Unit Price

Unit of Measurement: Gallon

3.2 All bids must be submitted using the attached Price Sheet/Bid Form.

4. CONTRACTOR SAFETY REQUIREMENTS

- 4.1** Contractor shall comply with all local, state, and federal safety rules and regulations and shall sign and return NHC Recycling & Solid Waste Contractor Compliance Requirements document (attached to the contract).
- 4.2** The Contractor shall be solely responsible for maintaining safety at all work sites. The Contractor shall take all reasonable steps to ensure safety for both workers and visitors to include traffic control.
- 4.3** The Contractor shall comply with all NC Department of Transportation requirements including, but not limited to, placards and training.

5.0 OTHER LAWS AND REGULATIONS

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all regulations and directives from the North Carolina Department of Human Resources, the North Carolina Department of Transportation, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued there under.