

# **SPECIFICATIONS**

## **Outsourcing of Transfer Station For Sarpy County Landfill**

### **SARPY COUNTY, NEBRASKA**

**PROPOSALS DUE: 2:00 P.M. Thursday September 30, 2010**

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## GENERAL INFORMATION

### I. NOTICE TO CONTRACTORS

Sarpy County requests proposals for provision of Design/Build Construction, Operations, and Management Services for a Solid Waste Transfer Station and associated Solid Waste Transportation for the Sarpy County Landfill. The property is generally described as 1/4 NE 14, Section 15 Township 13 Range 11 County of Sarpy. The successful Contractor will enter into a Contract with the County for a minimum of twenty five (25) years. The successful Contractor will lease the land and construct, own, operate and maintain the facilities and equipment. **Sarpy County will not guarantee any tonnage or flow control for this project.**

Sealed proposals will be received Monday through Friday 8:00 a.m. to 4:45 p.m. except holidays, until 2:00 P.M. Thursday September 30, 2010. Proposals shall be in a sealed envelope or box, clearly marked "Sealed Proposal - Outsourcing of Transfer Station" and shall have the name of the Contractor, and the time and date of the proposal opening. **Do not fax proposals, only sealed proposals will be accepted.**

**There will be a non-mandatory pre-bid meeting at 10:00 a.m. Thursday, September 16, 2010 in the Sarpy County Administration Conference Room located at 1210 Golden Gate Drive, Papillion, NE 68046.**

**Questions are to be submitted, in writing, to Beth Cunard, Sarpy County Purchaser at [bcunard@sarpy.com](mailto:bcunard@sarpy.com) or by mail at 1210 Golden Gate Drive, Papillion, NE 68046. All Questions are due by 12:00 PM, Friday, September 17, 2010.**

**Submit one (1) original and five (5) copies of the entire proposal including attachments.**

Proposal criteria are available from Beth Cunard, Purchaser, 1210 Golden Gate Drive, Papillion, NE 68046 or via the internet at [www.sarpy.com](http://www.sarpy.com), or from Beth Cunard, Purchaser (402) 593-4476 voice, or [bcunard@sarpy.com](mailto:bcunard@sarpy.com).

Contractors that obtain specifications from the internet sites are responsible for obtaining any addenda that may be added at a later time.

Proposals must be sent to:

Deb Houghtaling  
Sarpy County Board Business Office  
1210 Golden Gate Drive  
Papillion, NE 68046

Proposals not addressed and delivered to the above person will not be considered. Proposals received after the above stated time and date will not be considered.

Proposal opening will be a public opening to be held in the Sarpy County Administrative

Conference Room at 1210 Golden Gate Drive, Papillion, NE. The proposal opening will be at 2:00 P.M. September 30, 2010.

All proposals submitted shall be valid for a period of ninety (90) days following the final date for submission of proposals.

Sarpy County will not be liable for costs incurred by Contractors for proposal preparation, printing, or demonstration. All such costs shall be the responsibility of the Contractor.

The proposals shall include all charges and applicable taxes, F.O.B., 15100 South 156<sup>th</sup> Street, Springfield, Nebraska. The Contractor need not include sales tax in the proposal. Sarpy County will, upon request, furnish the successful Contractor with a completed State of Nebraska Tax Exempt Form 13 upon acceptance of the successful Contractor's proposal.

The Sarpy County Board of Commissioners reserves the right to reject any or all proposals and to waive minor informalities.

In the event of conflict between unit price and extended price, unit price shall prevail.

Any information provided by Sarpy County to any Contractor prior to the release of this Request for Proposal ("RFP"), verbally or in writing, is considered preliminary and is not binding on Sarpy County.

The Contractor must not make available nor discuss any cost information contained in the sealed copy of the proposal to or with any employee of Sarpy County from the date of issuance of this RFP until the contract award has been announced, unless allowed by the Sarpy County Purchasing Department in writing for the purpose of clarification or evaluation.

No interpretation of the meaning of the specifications, or other proposal documents, nor correction of any ambiguity, inconsistency, or error therein will be made orally to any Contractor.

Every request for such interpretation or correction should be in writing, addressed to the Sarpy County Purchaser, Beth Cunard, 1210 Golden Gate Drive, Papillion, NE 68046, voice (402) 593-4476, FAX (402) 593-4304. **Requests must be received by 12:00 P.M. September 17, 2010 in order for Sarpy County to have time to issue an addendum.** Requests received after the deadline may not be considered. In case Sarpy County finds it expedient to supplement, modify, or interpret any portion of the proposal documents prior to the proposed proposal date, such procedure will be accomplished by the issuance of written addenda to the RFP which will be mailed or delivered to all prospective Contractors at the respective addresses furnished for such purpose.

All addenda will become part of this RFP and be responded to by each Contractor. All addenda must be acknowledged in writing in the proposal submitted by the Contractor. This RFP, any subsequent addenda, and any written responses to questions take

precedence over any information previously provided.

Contractor must list, in writing, any exceptions to the RFP specifications on the Form of Proposal.

This RFP represents minimum acceptable specifications. You may submit a proposal other than what is specified if it is of higher specification than what is requested. Contractor must list, in writing, any exceptions to the RFP specifications on the Form of Proposal.

## **II. Proposal Format**

Proposals shall be arranged in the following order:

- a. Executive Summary  
A maximum of three (3) pages single sided
- b. Bid Form
- c. Contractor Information/Submittals  
Responses to information requested in Section III.
- d. Operation Plan  
As requested in Section IV.
- e. Standard Contractual Requirements  
As requested in Section V.
- f. Specific Contractual Requirements  
As requested in Section VI.

## **III. Contractor Information/Submittals**

Each potential Contractor must respond to each of the following requests/questions in a clear and comprehensive manner. Failure to do so may result in disqualification.

1. Completed Contractor's Qualifications Statement. (Exhibit A)
2. Affidavit of Non-Collusion. (Exhibit B)
3. Business Relationships Affidavit (Exhibit C)
4. Contractor must furnish a proposed contract.

## **IV. Operational Plan**

The Contractor shall submit, as an integral part of the proposal, an Operational Plan for

the construction and operation of the proposed transfer station as well as solid waste transportation to an off-site facility. Any changes in the operational plan must be submitted to and approved by Sarpy County prior to implementation. This section shall include the following information:

a. Transfer Facility

1. Describe the proposed transfer station
  - A. Provide the total size of the facility in square feet.
  - B. Provide information on construction type and materials (roof, walls, doors, floor, foundation).
  - C. Provide information on how the building will be designed to handle the loading of transfer trailers.
  - D. Provide information on how the building will be designed to handle both commercial and residential customers.
2. Provide the capacity, in tons, that the transfer station will be able to handle.
3. Provide pictures, illustrations, elevations, floor plans, and literature along with contact information of facilities similar to the one being proposed.
4. Describe fencing that will be installed. Proposed fence must match existing fencing, minimum 11 feet high plus three strand barb leaning in. Fencing must meet Sarpy County zoning standards.
5. Describe interior roads and parking areas that will be installed, minimum 10 inch concrete for all interior roads and parking areas. Roads and parking must meet Sarpy County zoning standards.
6. Describe landscaping and berms that will be installed.
7. Describe weighing and scaling with the transfer station operation in accordance with Section VI. n.
8. Provide a layout drawn to scale showing the location of buildings, roads, parking lots, fences, berms, landscaping, and traffic flows.
9. Describe any other facilities features that are proposed or that would give Sarpy County a better understanding of the proposal.

b. Equipment

1. Describe the number and type of equipment (including make, model, and year) that will be utilized for all operations including, but not limited to:
  - A. Loading equipment
  - B. Transfer trailers and trucks

- C. Scale equipment
- D. Other

2. Describe the equipment maintenance policy that will be followed. This should include a back up plan for maintenance and repair.
3. Describe the equipment replacement policy that will be followed.
4. Provide any other information relating to the equipment that will give Sarpy County a better understanding of the proposal, including literature.

c. Procedures

1. Provide a general description of how solid waste will be handled from the time it arrives at the weigh scale building to the time it is delivered to the offsite Subtitle D Landfill.
2. Describe how recyclable materials will be handled.
3. Explain where trash will be hauled (offsite Subtitle D Landfill location). Describe the contractual agreement with the offsite location, including the term of the agreement, the capacity of the facility and a record of any violations of the facility.
4. Describe procedure for handling commercial and residential customers
5. Describe procedures for handling trash during emergencies, such as inclement weather and equipment breakdowns.
6. Describe intake procedures, such as weighing, charging, etc.
7. Describe procedures that will be implemented to allow Sarpy County to verify tonnage intake.
8. Describe safety procedures that will be implemented.
9. Describe procedures that will be implemented to screen waste to ensure that unacceptable/non-permitted waste is properly handled.
10. Describe the staffing positions required for the operation and maintenance of the facility and give the number of individuals that will be assigned to each position and the experience that will be required for each position. Also, describe training that will be provided to staff.
11. Describe and provide sample copies of reports that will be provided to Sarpy County.

12. Describe, in detail, any subcontracts that will be used for this project. Identify all subcontractors.
13. Describe procedures that will be utilized for vermin, insect, odor, and litter control.
14. Describe, in detail, the specific hours of operation. Minimum hours are eight (8) hours per day, six (6) days per week and fifty-two (52) weeks per year.
15. Describe the proposed time frame for the construction and opening of the transfer station.
16. Confirm that yard waste will not be accepted and that all yard waste will be diverted to the Sarpy County Landfill or some other facility designated by Sarpy County, unless acceptance of yard waste is specifically authorized, in writing, by Sarpy County.
17. Contractor to state tipping fee, by rate per ton, on Bid Form.

**V. Standard Contractual Requirements**

The Sarpy County Request for Proposals and the Contractor's Proposal will form an integral part of the Contract. The following issues will also be required to be included in the Contract. Please check: agree, disagree, or other for each item. Provide clarification where needed.

a. Required Insurance

**The Contractor shall not begin work under this Agreement until all insurance certificates and bonds have been filed with the Sarpy County Clerk.**

Contractor shall not commence work on this Contract until he/she has obtained all insurance required under this Section and such insurance has been approved by Sarpy County, nor shall Contractor allow any subcontractors to commence work on his/her subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners, officials, agents, representatives and employees.

Worker's Compensation and Employers Liability Insurance

The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and \$500,000 each accident for Coverage B, Employers Liability.

### Commercial General Liability Insurance

Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage.

The minimum acceptable limits of liability shall be \$10,000,000 each occurrence. The coverage will contain a general aggregate, such limit shall not be less than \$10,000,000. The products/completed operations limit shall not be less than \$10,000,000. The County is to be named as an additional insured on the insurance coverage required under this section.

### Automobile Liability Insurance

Coverage shall be against claims for damages resulting from bodily injury, including death and property damage, which may arise from the operations of any owned, hired or non-owned automobile. The minimum acceptable limit of liability shall be \$10,000,000 Combined Single Limit for each accident. The County is to be named as an additional insured on the insurance coverage required under this section.

### Pollution Liability Insurance

Coverage shall be for claims for damages resulting from bodily injury, including death, and property damage caused by the emission, discharge, release or escape of pollutants resulting in damage to the environment. The minimal acceptable limit of liability shall be \$2,000,000 for each occurrence and in the aggregate. The County is to be named as an additional insured on the insurance coverage required under this section.

### Contractor's Property Insurance

The Contractor, its subcontractors or sub-subcontractor, shall assume all responsibility to save the County from any loss or damage to all materials, equipment and/or machinery involved under this Contract until such time as the materials, equipment and/or machinery are accepted by the County.

The Contractor shall provide all risk builders risk property insurance coverage, including coverage for the installation of any applicable equipment/machinery, covering both off-site and transit loss exposures, with sufficient limits to cover the value of the materials, equipment and/or machinery involved under this Contract.

### Certificate of Insurance

The Contractor shall furnish the County with a certificate(s) of insurance evidencing the coverages required in this section. Such certificate(s) shall specifically state that the insurance company or companies underwriting these insurance coverages shall give the County at least thirty (30) days' written notice in the event of cancellation of, or material

change in, any of the coverages. If the certificate(s) is shown to expire prior to completion of all the terms of this Contract, the Contractor shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the County.

The Contractor shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of the Contractor in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

Insurance Company

All insurance coverages herein required of the Contractor shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, the Contractor shall furnish evidence that the insurance company or companies being used by the Contractor meet the minimum requirements listed in this section.

Upon request by the County, the Contractor shall furnish the County with complete and accurate copies of the insurance policies required within this section. If at any time during the life of this Contract, the Contractor's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, the Contractor is required to notify the County within ten (10) days of any deviations from the minimum requirements presented in this section.

Agree	Disagree	Other
_____	_____	_____

Clarification:

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b. Bid Bond

Each proposal must be accompanied in a SEPARATE SEALED ENVELOPE by a cashier's check on a bank whose deposits are insured by the Federal Deposit Insurance Corporation or a bid bond in the amount of thirty thousand dollars (\$30,000) must be payable without condition to the Sarpy County Treasurer, to protect Sarpy County against failure to deliver materials as proposed. The selected Contractor's security will be retained until satisfactory delivery of performance bond and all contract documents are signed and received. All other Contractor's security will be retained for 30 days after proposal award. **If cashier's check or bid bond as herein set forth is not received with the proposal, the proposal may not be considered.**

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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c.     Performance Bond

Contractor shall provide a Performance Bond in an amount equal to the construction cost of the transfer station to ensure faithful performance. The Performance Bond covering the construction cost of the transfer station will be released after the building is completed.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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d.     Assignment and Subcontracting

The Contractor shall not subcontract or assign any portion of the services without prior written approval of the County. If consent for subcontracting is granted, the Contractor will retain responsibility for all work associated with the Contract. The Contractor must identify subcontractors it intends to use in the execution of this Contract both in the proposal and during the life of the contract.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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e.     Independent Contractor

The Contractor shall in the performance of the Contract at all times be an independent contractor and not an employee or agent of the County. The Contractor, its officers, employees and agents shall at no time represent the Contractor to be other than an

independent contractor or represent themselves to be other than employees of the Contractor.

Agree                      Disagree                      Other  
\_\_\_\_\_

Clarification:

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f.     Indemnification and Hold Harmless

The Contractor agrees to indemnify and hold harmless, protect and defend Sarpy County and its elected and appointed officials, officers, agents, representatives and employees from and against all losses and all claims, demands, suits, actions, payments and judgement arising from personal injury or damages, or otherwise, brought or recovered against Sarpy County or its elected and appointed officials, officers, agents, representatives and employees by reason of any act or omission of Contractor, its directors, officers, agents, representatives, servants or employees, subcontractors, guest or otherwise incident to or resulting from the construction of the project in Sarpy County, Nebraska, including any and all expense, legal or otherwise, incurred by Sarpy County and its elected and appointed officials, officers agents, representatives and employees in the defense of any claim or suit unless such act or omission is the result of the sole negligence or intentional misconduct of Sarpy County or its elected and appointed officials, officers, agents, representatives and employees.

Agree                      Disagree                      Other  
\_\_\_\_\_

Clarification:

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g.     Codes, Permits and Licenses

All work shall comply with all Federal, State of Nebraska and Local codes and ordinances, as well as any other authorities that may have lawful jurisdiction pertaining to the work specified. None of the terms or provisions of this specification shall be construed as waiving any of the rules, regulations or requirements of these authorities. The Contractor shall procure all necessary permits or licenses to carry out his/her work,

and a certificate of occupancy, as appropriate.

Agree	Disagree	Other
_____	_____	_____

Clarification:

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h. Non-Discrimination Clause

Pursuant to Neb. Rev. Stat. §73-102 (Reissue 1996), Contractor declares, promises, and warrants it has and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. §1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1101, et seq. (Reissue 2004), in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

Agree	Disagree	Other
_____	_____	_____

Clarification:

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I. Confidentiality of Documents

Sarpy County considers all information, documentation and other materials requested to be submitted in response to this proposal to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under Neb. Rev. Stat. § 84-712.05(3).

Contractors are hereby notified that Sarpy County strictly adheres to all statutes, court decisions, and opinions of the Nebraska Attorney General with respect to disclosure of RFP information.

Any “proprietary, trade secret, or confidential commercial or financial” information must be clearly identified, in a separate sealed envelope, at the time of bid/proposal submission. The Contractor will be required to fully defend, in all forums, Sarpy County’s refusal to produce such information; otherwise, Sarpy County will make such information public.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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j.      Conflict of Interest Clause

Pursuant to Neb Rev. Stat. §23-3113 (Reissue 1997), the parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Contract, or the performing of services pursuant to this Contract, shall participate in any decision relating to this Contract which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Contract or the proceeds thereof.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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k.      Supplemental Terms and Conditions/Modifications

Any supplemental terms, conditions, modifications, or waiver of these terms and conditions must be in writing and signed by the Sarpy County Board Chairman and the Contractor.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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1. Breach

Should Contractor breach, violate, or abrogate any term, condition, clause or provision of this agreement, the County shall notify Contractor in writing that such an action has occurred. If satisfactory provision does not occur within ten (10) days from such written notice the County may, at its option, terminate this agreement and obtain an alternate provider to provide all required materials. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

Agree                      Disagree                      Other  
\_\_\_\_\_  
\_\_\_\_\_

Clarification:

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m. Residency Verification

The Contractor agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the

United States is required and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. Sect. 4-108.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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**VI. Specific Contractual Requirements**

a. Reasonable Access

All qualified haulers and independent haulers in Sarpy County must be allowed reasonable access during minimum operating hours as defined in the contract provision to the Transfer Station. Access shall be at a rate posted and proposed by Contractor and approved by Sarpy County. The rate must be determined to be competitive to local disposal costs at regional landfills.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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b. Closure of Transfer Station

Closure of the Transfer Station due to blizzard, fire, wind, flood, and other natural occurrences or Acts of God, time of emergency, war, or other necessity shall not be considered a denial of reasonable access.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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c. Host Fee

Contractor must propose a Host Fee based on a per ton rate and a method of payment and calculation for payment to Sarpy County for waste disposed of at the Transfer Station and transported to a remote Subtitle D landfill. The Host Fee must be shown on the Bid Form.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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d. Furnishing of Services & Utilities

Contractor shall be responsible for furnishing to the facility all of the utilities, including electricity, gas, telephone, cleaning, security, vermin, and insect extermination and any other service/utility as advisable.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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e. Payment of Costs

Contractor shall provide without any dollar limit for the payment of fines and/or civil penalties levied against the Contractor and/or the County by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc. for reasons resulting from the Contractor's activity during the period of the Contract.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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f. Reports to Regulatory Agencies and County

Contractor shall provide the County with copies of any reports or records as required or directed by the Nebraska Department of Environmental Quality (NDEQ) and/or United States Environmental Protection Agency (EPA), if requested. Reports relating to tonnage and other operational information shall be provided to the County upon request. Sarpy County reserves the right to inspect the facilities, equipment, and property during the life of the Contract.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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g. Compliance with Regulations

Contractor shall comply with NDEQ and EPA current as well as future regulations regarding reporting requirements and a process control system which furnishes complete and accurate records. System should be capable of readily providing historical data and trends.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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h. Rate Changes

Sarpy County and Contractor shall negotiate any increase or decrease in the rate schedule based on changes in operations, reporting requirements, monitoring requirements, personnel qualifications, staffing or other factors. The Contractor shall describe any adjustment alternatives available.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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i. Deviations

Once the proposal has been accepted by Sarpy County, no deviations from the specifications will be accepted without prior written approval of Sarpy County.

Agree	Disagree	Other
_____	_____	_____

Clarification:

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j. Permits

The Contractor will be required to apply for and receive a special use permit for the construction and operation of the transfer station. The transfer station may not be operated without a current and valid special use permit.

All arrangements must meet the requirements of the State of Nebraska Department of Environmental Quality, including permitting. The Contractor must conform to and with all existing and future applicable laws pertaining to transportation, waste handling and shipping, State of Nebraska laws, Federal laws and all other existing and future rules, regulations and interstate commerce laws.

Agree	Disagree	Other
_____	_____	_____

Clarification:

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k. Land Lease

The Contractor will lease a portion of the land currently owned by Sarpy County at 16301 Fairview Road, Springfield, NE for \$1 per year for the term of the lease. Aerial photos are included as Exhibit D.

Agree	Disagree	Other
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\_\_\_\_\_

Clarification:

\_\_\_\_\_

\_\_\_\_\_

l. Equipment & Structure Ownership

The Contractor will be required to acquire, own, and maintain all equipment, buildings, structures, etc. required for the operation of the transfer station and the conveyance of trash to offsite locations.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

\_\_\_\_\_

\_\_\_\_\_

m. Submittal of Plans and Specifications

Before commencing work, the Contractor shall submit for approval five (5) copies of the complete information covering all design, construction, installation, materials and equipment that he/she proposes to furnish. Said submittals shall be accompanied by a letter of transmittal listing the information being submitted and identifying its compliance with the provisions of this specification. The Contractor shall commence no work nor purchase any materials prior to the approval of the submittals except at the Contractor's risk. Approval of the submittals by Sarpy County shall not be a waiver from any of the performance criteria required at the final inspection. Contractor shall submit a copy of all permits to the County.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

\_\_\_\_\_

\_\_\_\_\_

n. Scale Operations

Contractor to provide and maintain a scale as part of the transfer station. Scale operations

will be managed by Sarpy County utilizing Sarpy County staff and software equipment. The County currently utilizes Carolina Software, Waste Works, Version 6.833.

Agree                      Disagree                      Other  
\_\_\_\_\_

Clarification:

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o.     Billing

Sarpy County will process all bills for haulers to the transfer station. The County will pay the selected Contractor their portion of the payments on a quarterly basis.

Agree                      Disagree                      Other  
\_\_\_\_\_

Clarification:

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p.     Tonnage

Sarpy County will not guarantee any tonnage to the transfer station. Currently an estimated 120,000 tons of acceptable trash are taken to the Sarpy County Landfill. Contractors shall provide their estimated tonnage within their bid.

Agree                      Disagree                      Other  
\_\_\_\_\_

Clarification:

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q.     Housekeeping

No material (trash) may be placed or stored outside of the building at any time. Building and grounds must be maintained in a manor acceptable to Sarpy County.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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r.     Financial Assurance

Contractor must provide financial assurance requirement documentation as part of their Proposal.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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s.     Fines

Non-compliance with the agreed upon contract for the operations of a transfer station may result in fines or penalties.

Agree                  Disagree                  Other  
\_\_\_\_\_

Clarification:

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**VII.   Evaluation of Proposals**

The evaluation of proposals and firms presenting them will be carried out by the Sarpy County Purchasing Department, Landfill Department, Fiscal Administration and County Administration. After evaluation, the Purchaser will make a recommendation to the County Board of Commissioners for award. This recommendation and pending award will be made at a public meeting of the Board of Commissioners. Agendas are available each Friday afternoon on our Internet site at [www.sarpy.com](http://www.sarpy.com). The Commissioners award

of the Proposal shall be by majority vote. A recommendation as to which firm to hire will be based on information gathered during the review process and evaluation criteria outlined in this section.

- a. Contractors will be evaluated as follows:
  1. Qualifications to operate the facilities and provide services based on previous experience, character, integrity, reputation, judgment, efficiency, management capability, technical resources and financial strength.
  2. Record of operating facilities and providing services of similar size and complexity. Visits to sites and/or contact with municipalities presently being serviced will be made if thought to be necessary to complete the evaluation.
  3. The qualifications of the personnel being proposed to manage and support the facilities in terms of education and experience with similar facilities and services.
  4. The quality of the submittal in terms of technical correctness and presentation.
  5. The firm's responsiveness to the RFP.
  6. The maintenance program that will be undertaken to ensure the capital investment in existing and future facilities the County has made is properly maintained and proof of condition and trends are sufficiently documented.
  7. The performance and cost guarantees that are proposed.
  8. The adequacy and completeness of answers to the questions in this RFP.
  9. Price.
  10. Whether the Contractor can perform within the time specified.
  11. The life-cost of the personal property or services in relation to the purchase price and specified use.
  12. Other criteria that in the sole judgement of Sarpy County will aid in the evaluation of each proposal.
- b. Contractors may be further evaluated based on a verbal interview with or a presentation to the County. The purpose of this interview or presentation is to clarify the qualifications and proposals of the Contractors and allow the County to verify the evaluation.
- c. In addition to the data and documentation being submitted by the Contractor in response to this request the Sarpy County Purchasing and Landfill Departments reserve the right to make an on-site inspection and evaluation of any facility at which contract operations services are currently being performed by the Contractor. If the Sarpy County Purchasing and Landfill Departments choose to exercise this right, the Contractor shall provide a representative, with or without notice, to accompany the Sarpy County Purchasing and Landfill Departments or its delegated representatives on any on-site inspection. The inspection is not limited to only one facility. All costs for transportation and subsistence to inspect any facilities incurred by Sarpy County Purchasing and Landfill Departments personnel shall be borne by the County.

## **IDENTIFY AND ATTACH ALTERNATES**

### **Alternate 1:**

In order to submit Alternate 1, contractors must submit a proposal based on the Request for Proposals.

Sarpy County will continue to fill the current landfill until final capacity is reached. The site is currently permitted through November 13, 2010 and if current tonnage is maintained, it is anticipated to reach final capacity in approximately five (5) years. As Alternate 1, provide a proposal for taking waste to the County Landfill at a reduced rate until determined by the County that the Landfill is at a desired capacity. Once this determination is made, the selected contractor will be provided a notice to proceed to utilize the transfer station.

All other terms found within the Operational Plan, Standard Contractual Requirements, Specific Contractual Requirements and Evaluation of Proposals remain unchanged.

### **Alternate 2:**

In order to submit Alternate 2, contractors must submit a proposal based on the Request for Proposals.

Contractor to define in specific terms their operational plan and specific contractual requirements for developing a transfer station at the current Landfill site. Proposals must be specific enough for Sarpy County to understand the development of the transfer station, procedures in operating the transfer station and the financial feasibility of the proposal.

**Sarpy County, Nebraska  
Outsourcing of Transfer Station  
Bid Form**

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\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Representative (printed)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email Address

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**Base Bid:**

Host Fee per Ton: \$ \_\_\_\_\_

Tipping fee per Ton: \$ \_\_\_\_\_

Other Rates per Ton:

Pickup: \$ \_\_\_\_\_

Car: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Describe: \_\_\_\_\_  
\_\_\_\_\_

Length of Contract: \_\_\_\_\_

**Alternate 1:**

Tipping fee per Ton: \$ \_\_\_\_\_

Length of Contract: \_\_\_\_\_

Host Fee once Utilizing Transfer Station: \$ \_\_\_\_\_

Other Rates per Ton:

Pickup: \$ \_\_\_\_\_

Car: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Describe: \_\_\_\_\_

\_\_\_\_\_

**Alternate 2:**

Host Fee Per Ton: \$ \_\_\_\_\_

Tipping Fee per Ton: \$ \_\_\_\_\_

Other Rates per Ton:

Pickup: \$ \_\_\_\_\_

Car: \$ \_\_\_\_\_

Other: \$ \_\_\_\_\_

Describe: \_\_\_\_\_

\_\_\_\_\_

Length of Contract: \_\_\_\_\_

**\*Prices are to be F.O.B. - Sarpy County, Nebraska Landfill**



I certify that this bid/proposal is submitted in accordance with the specifications issued by Sarpy County.

I acknowledge receipt of the following addenda (if applicable):

Addendum #1

\_\_\_\_\_

Addendum #2

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

***\*NOTE: Sarpy County is tax exempt and will provide the proper form upon request.***

**Exhibit A**

**Contractor's Qualifications Statement**

THIS STATEMENT MUST BE COMPLETED AND SUBMITTED WITH PROPOSAL

1. Name of Contractor \_\_\_\_\_
2. Business Address \_\_\_\_\_
3. Date Organized Under Present Firm Name \_\_\_\_\_
4. FEI # \_\_\_\_\_
5. Type of Organization
  - Individual
  - Partnership consisting of the following members:  
\_\_\_\_\_  
\_\_\_\_\_
  - Corporation with the following officers:  
\_\_\_\_\_ President \_\_\_\_\_ Vice President  
\_\_\_\_\_ Secretary \_\_\_\_\_ Treasurer
6. Background and Experience of Principle Members Involved in this Project:
  - a. Name \_\_\_\_\_ Title \_\_\_\_\_  
Years of experience in solid waste disposal \_\_\_\_\_  
Duties performed \_\_\_\_\_
  - b. Name \_\_\_\_\_ Title \_\_\_\_\_  
Years of experience in solid waste disposal \_\_\_\_\_  
Duties performed \_\_\_\_\_
  - c. Name \_\_\_\_\_ Title \_\_\_\_\_  
Years of experience in solid waste disposal \_\_\_\_\_

Duties performed \_\_\_\_\_

d. Name \_\_\_\_\_ Title \_\_\_\_\_

Years of experience in solid waste disposal \_\_\_\_\_

Duties performed \_\_\_\_\_

e. Name \_\_\_\_\_ Title \_\_\_\_\_

Years of experience in solid waste disposal \_\_\_\_\_

Duties performed \_\_\_\_\_

6. Projects Similar to this Project Held for at least Ten (10) Years

Owner	Project Description/Location	Current Status
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. Provide a narrative that describes, in detail, your firm's ability to provide all of the facilities, equipment and operational abilities requested in Specifications.

8. Contractor shall provide documented USEPA/State compliance history for the receiving facilities intended to be utilized in this project.

9. Bonding Capacity

a. Maximum bonding capacity \$ \_\_\_\_\_

b. Amount obligated for current work \$ \_\_\_\_\_

c. Net capacity available for new work \$ \_\_\_\_\_

10. Bonds Written By:

Company _____ Name	Agent _____ Name
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\_\_\_\_\_ Address

\_\_\_\_\_ Address

11. Banking Connections:

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12. Condensed Financial Data:

a. Current assets \$ \_\_\_\_\_

b. Current liabilities \$ \_\_\_\_\_

c. Present net worth \$ \_\_\_\_\_

13. References

a. Company Name: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Date Contract Signed: \_\_\_\_\_

b. Company Name: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Date Contract Signed: \_\_\_\_\_

c. Company Name: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Date Contract Signed: \_\_\_\_\_

d. Company Name: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_ Date Contract Signed: \_\_\_\_\_

14. Additional Information (if necessary)

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Authorized Signature

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Printed Name

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Title

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Date

**Exhibit B**

**AFFIDAVIT OF NON-COLLUSION**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The undersigned, of lawful age, being first sworn, on oath says that (s)he is the agent authorized by the Contractor to submit the attached proposal. Affiant further states that the Contractor has not been a party to any collusion among Contractors in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any County official or employee as to quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between Contractors and any County official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the Contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the County of Sarpy, Nebraska, any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid/proposal.

Contractor: \_\_\_\_\_ By: \_\_\_\_\_  
Name of Company Signature & Title

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY \_\_\_\_\_ OF 2010

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC:  
\_\_\_\_\_

**Exhibit C**

**BUSINESS RELATIONSHIPS AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the Contractor to submit the attached proposal. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

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

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the Contractor's company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

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

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

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

If non of the business relationship herein above mentioned exists, Affiant should so state.

Contractor: \_\_\_\_\_ By: \_\_\_\_\_  
Name of Company Signature & Title

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY \_\_\_\_\_ OF 2010

MY COMMISSION EXPIRES:

NOTARY PUBLIC:

\_\_\_\_\_



Proposed Location

*Disclaimer: This data is for informational purposes only, and should not be substituted for a true titles search, property appraisal, survey, or for zoning district verification. Sarpy County and the Sarpy County GIS Coalition assume no legal responsibility for the information contained in this data.*

**Map Scale**  
**1 inch = 144 feet**

8/4/2010