

June 12, 2018

## **County of Brunswick Request for Proposals**

The County of Brunswick requests proposals from firms and businesses to provide processing and transportation services for scrap metal and wire collected at the Brunswick County Government Complex, 194 March 9, 1764 Drive, Bolivia, North Carolina.

### **I. General Information**

Provide two containers to be placed behind the service center building located at the Brunswick County Government Complex, 194 March 9, 1764 Drive, Bolivia, North Carolina. One container for the collection of miscellaneous scrap wire and one container for the collection of miscellaneous scrap metal.

### **II. Scope of Work**

- A. The contractor shall provide all equipment, materials, and labor necessary to process and transport the materials collected at the service center, and shall be responsible for all costs associated with performing the service. All loading and transportation of materials shall be performed by the contractor. The contractor shall transport all required equipment, materials, and personnel to the facility within 30 days of contact by the County, with the exception of Saturdays, Sundays and nationally recognized holidays. The facility shall be available to the contractor Monday through Friday, 8:00 am to 4:00 pm.
- B. The contractor shall retain all revenues generated from the sale of the scrap metal. Any revenues received in excess of those projected by the contractor for a given period shall be considered and may affect the price negotiations for the next contract term.
- C. The contractor shall maintain records and submit reports of all contractual activities undertaken each month, or fraction thereof. The reports will be furnished to the County on the 10<sup>th</sup> day of the next consecutive month following the month for which the report was prepared. A final report, summarizing information for the length of the entire contract period shall be submitted by the 10<sup>th</sup> day of the first month following the conclusion of the contract period. The reports shall include:
  - 1. The total tonnage of scrap metal collected.
  - 2. The total tonnage of scrap wire collected.
  - 3. Copies of scrap dealer receipts and/or invoices indicating tonnage of scrap wire and scrap metal sold, and the revenues paid to the contractor.
  - 4. The total revenue received by the contractor for the total amount sold.

### III. Contract Requirements

#### A. Equipment Requirements

1. All equipment and vehicles must be properly registered and insured in accordance with the Motor Vehicle Laws of the State of North Carolina.
2. Equipment shall conform to all federal, state, and local safety regulations.
3. The contractor shall maintain all equipment.

#### B. Insurance Requirements

Please see the requirements listed as "Attachment A"

### IV. Price and Type of Bid

The bid price proposed by the contractor shall include: 1) A percentage of the market value. 2) Market value should be based on the American Metal Market. 3) Copper wire based on AMM's No. 2 Heavy Copper and Wire, Atlanta region. 4) Scrap metal based on AMM's No. 1 Heavy Metal, N. Carolina/Virginia region. Throughout the term of this contract if AMM removes either price index the Contractor shall use the price index of the nearest region.

### V. Proposal Content

The package shall include the following information:

1. The company name, address, and telephone number.
2. The name, address, and telephone number of a company representative with the authority to answer questions or provide clarification regarding the proposal's contents.
3. Any assistance or requirements from the County.
4. List of key personnel to be assigned to perform the service and their qualifications.
5. A detailed company history.
6. Reference list of completed or current contracts, including the name and telephone number of a contact person for each reference listed.
7. A bid price proposal following guidelines from section IV of this document.

### VI. Time of Performance

The contract period shall be for one year from the date the contract is signed. The Contractor shall begin service within 15 days after this date.

### VII. Right to Reject

The County reserves the unqualified right to reject any or all proposals when such rejection is deemed to be in the best interest of the County.

VIII. Option to Extend

The County has the option, upon mutual agreement with the contractor, to extend the terms of the contract for up to two (2) one-year extensions.

IX. Cost to Prepare Proposals

Any cost incurred by a contractor in preparing or submitting a proposal is the sole responsibility of the contractor and will not be eligible for reimbursement by the County.

X. Right to Submitted Proposals and Supporting Documents

All written correspondence, proposals, and supporting documents received by the County regarding the Request for Proposals will become property of the County.

XI. Proposal Deadline

All proposals must be received by 4:00 pm June 28, 2018 at the Brunswick County Operation Services Department, PO Box 249, Bolivia, NC 28422.

XII. Inquiries

All inquiries concerning this Request for Proposals may be directed to Bryan Hollis, Brunswick County Operation Services Assistant Director at (910) 253-2509 or [bryan.hollis@brunswickcountync.gov](mailto:bryan.hollis@brunswickcountync.gov).



## BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according to the scope of work. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

### A. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$ 5,000	Medical Expense Limit

### B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

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

### C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit – Any Auto

### D. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

### E. POLLUTION LIABILITY INSURANCE

\$1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

## ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

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

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

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- E. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- F. The Certificate of Insurance should note in the Description of Operations the following:
  - Department: Operation Services
  - Contract #: \_\_\_\_\_
- G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows;
  - ATTENTION: Brunswick County Risk Manager
  - 30 Government Center Dr. NE
  - P.O. Box 249
  - Bolivia, NC 28422
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.