

REQUEST FOR PROPOSALS – PASSENGER TIRE RECYCLING

Three Rivers Solid Waste Authority (Authority) provides solid waste management services for the (nine) counties of Aiken, Allendale, Bamberg, Barnwell, Calhoun, Edgefield, McCormick, Orangeburg, and Saluda, South Carolina.

The Authority is accepting proposals from qualified vendors for RECYCLING OF WASTE PASSENGER TIRES IN A NINE (9) COUNTY REGION OF SOUTH CAROLINA, WITH THE PROVISION THAT the Authority will select solely recycling services and will elect to segregate, load, and transport the passenger tires utilizing Authority resources. The Authority also stipulates that it will transport *and recycle* these waste passenger tires from time to time if for any reason the contractor fails to perform to expectations. The lowest cost proposal will be determined by adding the Authority's costs for transport to the vendor's charge for recycling. The Authority will determine its transportation costs by multiplying \$3 per mile times the number of round-trip miles to the vendor's recycling facility. A lower cost proposal and/or better performance guarantee from another contractor which is received after the close of this solicitation will not be cause for revocation of the Agreement with the contractor selected from this solicitation.

BACKGROUND AND OBJECTIVES

Three Rivers Solid Waste Authority (TRSWA) collects and transports waste tires to its processing facilities near Jackson, South Carolina. The Authority has been providing this service to its member counties for twelve years. The Authority requires that the counties collect and segregate tires by type: 1) truck (over-the-road) tires; 2) passenger tires; and 3) passenger tires on rims. The Authority processes passenger tires only, on and off rims. Other tires (e.g. truck tires, truck tires on rims, and off-road tires) are not accepted. In April, 2009, the Authority contracted with a private contractor for supplemental services to collect and recycle truck tires (only). This contract expires in April, 2012, and the Authority desires to competitively award a contract for similar services solely for passenger tires for a term of one year. It is anticipated that the Authority will deliver approximately thirty (30) tons per week. The Authority will deliver the tires in walking floor (self-unloading) trailers. In April, 2012, the Authority intends to issue an RFP for recycling services for all tires collected by the counties.

The Authority will rank the proposals based on the overall ability of the proposal to provide the service for the least cost to the Authority and its counties. In that regard, this solicitation is an RFP and not an Invitation for Bid (IFB). It is anticipated that some proposers will have stipulations as to delivery times, daily or weekly tonnage limitations, and the condition of the tires. The proposer may wish to stipulate that the tires must be whole (no shreds or pieces) and they must not exceed certain size constraints. The proposer may wish to limit the delivery of tires to a certain number per week and/or certain days or hours of operations; however, the Authority will insist on a reasonable "no wait" clause in its Agreement so that the Authority's vehicles are not unduly detained upon delivery of tires to the vendor's facility. It is possible that the proposer may wish to add a surcharge for tires that contain trash, dirt, mud, or the like. It is anticipated that vendors will have different requirements in this regard. Proposers must note that

the Authority will not agree to take back any materials that could be disposed of as non-hazardous materials in a permitted landfill. The Authority will agree to take back any hazardous wastes if there is ever an incidence where hazardous materials are delivered to the vendor. If all other considerations are equal, the Authority will make an award solely based on cost to the Authority and the counties. That cost will include a calculation as to the Authority's cost for delivery of the waste tires. It is imperative that all proposals are clear as to all requirements and/or charges that apply.

State law requires the counties to manage waste tires that are disposed within their jurisdictional boundaries. The counties receive money from the state to reimburse them for tire recycling, and the Authority will use this money to pay the selected contractor for processing/recycling. The counties will collect and store tires on a temporary basis. The counties do not wish to store more than 30 tons of passenger tires at any time. These tires are generally stored in each county at a central location in one of two ways: 1) in roll-off containers or 2) on concrete pads. Neither the Authority nor the counties warrant that the tires will always be clean and free of foreign debris, but that is the intent of the current system in place. County tire locations are shown on a map attached to this RFP. The counties will stay in touch with TRSWA, and TRSWA will coordinate with all parties to ensure that the passenger tires are transported and processed in a timely manner.

This solicitation does not require the Authority to accept any proposal nor to award a contract. However, it is the intent of the Authority to cease its current activities with regard to recycling of passenger tires and to contract with a private company to provide this service. Contractor will bill the Authority directly. Based on historical records, Three Rivers Solid Waste Authority believes the annual tonnage for passenger tires to be roughly 1500 to tons per year.

A. INSTRUCTIONS TO PROPOSERS

1. Complete enclosed Proposal Form, adding any additional information on additional sheets as may be appropriate.
2. Complete enclosed Minimum Specification Checklist, checking the appropriate line to indicate whether your proposal meets, exceeds, or does not meet minimum requirements. If your proposal does not meet minimum requirements, but you still feel that your proposal would be in the best interest of the Authority and its member counties, explain why and how the proposal would still meet the Authority's objectives.
3. Supply a short narrative to describe how your system will help the Authority and its participating counties reach its stated objectives stated in "Background and Objectives" above. Attach with the proposal a list of equipment and personnel to be used.
4. Warranties and guarantees supplied with service.

B. GENERAL PROVISIONS

It is the intent of this solicitation to procure a reliable service contractor for passenger tire recycling. The Authority reserves the right to refuse any and all proposals submitted if in the opinion of the Authority the proposal does not meet the intent of the solicitation or the proposal price is unacceptable. The terms “contractor” “proposer” and “vendor” as used in this solicitation, are interchangeable.

The Authority reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures. If your proposal includes screening or otherwise diverting unusable tires and associated materials (e.g. dirt, metal trash), you must state, as a percentage, the amount of material you anticipate diverting and who will be responsible for such diversion, including payment of fees/penalties associated. Associated scrap material typically refers to dirt and metal (though not rims, axles, or other automotive parts) that may be attached to or contained in the tire. In other words, if there is a metal chain stuck through the tire, or if there are dirt and rocks in the tire (that are not cleaned out), the contractor must haul off. The contractor is not responsible for any tires on rims. Consistent with Section B of the RFP, the contractor may propose a fee or penalty for screening of scrap material that may be in the tire pile. It is entirely possible that from time to time, there will be excessive dirt in the tires. The Contractor can state what his cleanup charges will be as part of his proposal. Consistent with Specifications 1.8, “the counties agree to exercise best efforts so that dirt, wood, plastic, glass, paper, or other debris are not piled on top of tires.”

Potential bidders shall provide evidence of completion for three projects of similar size and scope and evidence of establishment for at least three years preceding this announcement date. Potential bidders shall provide proof of workers compensation and general liability insurance.

C. REJECTION

Ambiguous proposals which are uncertain as to terms, delivery, quantity, or compliance with specifications may be rejected or otherwise disregarded if such action is in the best interest of the Authority. The Authority has the right to make amendments up to 72 hours prior to bid opening. The Authority will maintain the latest RFP version on its website, www.trswa.org. It is the vendor’s responsibility to submit the latest version of the RFP package. Failure to have the correct RFP package or an incomplete RFP package could result in bid rejection.

D. AWARD CRITERIA

Award will be given to the vendor whose proposal meets the requirements and criteria set forth in this Request for Proposals and whose proposal receives the highest number of points when ranked according to the following Ranking Criteria:

The following criteria in this order will be considered in ranking the firms by their qualifications to perform the services required:

1. The overall cost to the Authority and its counties.
2. The ability of the proposal to meet the objectives of the Authority as stated in "Background and Objectives." This includes a clear understanding of the vendor's requirements regarding size limitations and any other delivery requirements.
3. The vendor's additional cost proposal as it pertains to any extra services required in the execution of the Agreement such as surcharges for rims, trash, dirt/mud, or size limitations.
4. Ability of the vendor to supply the service in a timely manner, the history and reputation of the firm on similar projects, with emphasis on South Carolina projects.
5. Quality of references.

E. TERMS OF PROPOSALS

All terms of proposals submitted shall be binding for ninety (90) days from opening of proposals.

F. STARTUP AND PAYMENT

The vendor must guarantee startup to be no later than July 01, 2011. The Authority has the right to void the Agreement if startup is not accomplished within the specified time frame.

As to final terms, counties are responsible for paying the vendor.

G. VENDOR'S QUALIFICATIONS

Vendor must, upon request of the Authority, furnish satisfactory evidence of its ability to furnish the services in accordance with the terms and conditions of these specifications. The Authority reserves the right to make final determination as to the Vendor's ability to provide the services requested herein. Vendor must provide certification that it will comply with regulations required for recycling of tires. The Vendor shall adhere to and comply with all environmental laws, rules and regulations and is certified by South Carolina DHEC as a Waste Tire Processor. Also, the Vendor shall meet all OSHA requirements for health and safety of its employees.

H. FOR ADDITIONAL INFORMATION, contact:

Mr. Colin Covington
Three Rivers Solid Waste Authority
227 Gateway Drive, Ste. 213
Aiken, SC 29803
803-652-2225, x24
ccovington@trswa.org

All proposals must be sealed and marked **“Passenger Truck Tire Proposal”** and must be received at the above address by 4:00 p.m., April 11, 2011.

SPECIFICATIONS FOR WASTE TIRE SERVICES

The Counties shall separate and store tires in an area so as to keep the tires clean and free of debris to the greatest extent practicable.

1.1 The Contractor shall maintain all permits and licenses necessary in order to perform the work, shall present proof of its permits and licenses to representatives of the Authority or the participating counties, when requested, and shall allow access to its facilities by representatives of the Authority or the participating counties, when requested.

1.2 The Contractor shall accept the passenger tires upon mutual agreement of the parties of this Agreement. It is anticipated that the Authority will deliver approximately thirty (30) tons per week. The Authority will deliver the tires in walking floor (self-unloading) trailers.

1.3 The Contractor shall provide all personnel, equipment and other resources for the processing of the recyclable materials.

1.4 The counties and the Authority will exercise their best efforts to remove any associated scrap materials from the tires prior to delivery. However, the Contractor agrees that the waste tires and associated scrap materials become the property of the Contractor once the waste tires have been delivered.

1.5 The Contractor shall assume liability for all applicable local, State and Federal laws including but not limited to recycling of the truck tires and disposing of associated scrap materials.

1.6 The term of this Agreement is for a period of one (1) year.

1.7 The Contractor agrees to indemnify and hold the Authority and the participating counties harmless from any and all actions, causes of action, claims, liabilities, damages and the like including a reasonable attorney fee, that may result from the Contractor's actions in handling the waste tires and associated scrap materials, including but not limited to the failure of Contractor to comply with environmental laws and regulations.

1.8 The Counties agree to exercise best efforts so that dirt, wood, plastic, glass, paper, or other debris will not be piled on top of the tires.

1.9 The Contractor shall adhere to and comply with all applicable environmental laws, rules and regulations.

1.10 The parties agree that any venue of any legal proceedings pertaining to this contract shall be in Aiken County, South Carolina and that South Carolina law applies to all provisions of this Agreement.

1.11 In the event the Contractor fails to comply with the terms and conditions of this Agreement and fails to cure any default there under within thirty (30) days after notice, the Authority shall have the right and option to terminate this Agreement immediately and/or pursue any remedy afforded at law or equity.

1.12 All passenger tires collected by the Contractor will be recycled.

1.13 Contractor will maintain General Liability Coverage of two million dollars (\$2,000,000.00), but not limited to the collection of recyclable materials, and Worker's Compensation insurance on all employees.

1.14 Contractor agrees to stipulations concerning approval of use of names and termination. Contractor agrees and complies with 45 CFR parts 90 and 91 (1990) and complies with codes, ordinances, and industry standards. Contractor agrees with the restrictions for lobbying and also agrees and complies with ADA. The Contractor agrees to provide support to the Authority and the counties during any and all audits, if needed.

MINIMUM SPECIFICATION CHECK LIST

	<u>Meets/Exceeds</u>	<u>Doesn't Meet</u>
Startup by July 01, 2011	_____	_____
Price guaranteed 12 months	_____	_____
The following specifications as listed in the RFP:		
1.1	_____	_____
1.2	_____	_____
1.3	_____	_____
1.4	_____	_____
1.5	_____	_____
1.6	_____	_____
1.7	_____	_____
1.8	_____	_____
1.9	_____	_____
1.10	_____	_____
1.11	_____	_____
1.12	_____	_____
1.13	_____	_____
1.14	_____	_____

NARRATIVE

Supply a short narrative to describe how your proposal will help the Authority reach its stated objectives stated in “Background and Objectives” above.

In this section, include a list and description of any requirements, such as size restrictions, delivery times, delivery tonnages, and other delivery requirements such as truck type (dump, walking floor, van, etc.). The Authority insists on a reasonable “no wait” clause. Stipulate in your proposal “not to exceed” period of wait time for the Authority’s delivery vehicles.

In this section, list and describe any surcharges for additional services, such as waste disposal charges for scrap, cleaning of tires prior to processing, or any additional handling fees.

2011 PASSENGER TIRE RFP RESPONSE FORM

COMPANY NAME: _____

ADDRESS: _____

PHONE #: _____ FAX #: _____

CONTACT NAME: _____ TITLE: _____

SHALL PROVIDE RECYCLING SERVICES FOR PASSENGER TIRES

AT THE FOLLOWING PRICES:

Per ton Price Delivered

IF ADDITIONAL CHARGES APPLY FOR ANY REASON, E.G. DISPOSAL OF WASTE DEBRIS, LIST ALL ITEMS NOT INCLUDED WITH UNIT PRICE: _____

LIST ANY SAFETY OR ENVIRONMENTAL CITATIONS ISSUED TO YOUR FACILITY SINCE APRIL, 2006: _____

WITNESS:

FOR COMPANY:

Signature

Signature

Print or type name

Print or type name

Title

Title

1 - Tri-County (Edgefield, Saluda & McCormick)

14 Transfer Drive
Johnston, SC 29832

2 - Aiken

411 Connector Road
Graniteville, SC 29829

3 - Orangeburg/Calhoun

310 Endicott Court
Orangeburg, SC 29118

4 - Barnwell

155 Landfill Road
Blackville, SC 29817

5 - Bamberg

15 Landfill Road
Denmark, SC 29042

6 - Three Rivers Solid Waste Authority/Allendale

9900 Atomic Road
Jackson, SC 29831

