



Environmental Services Department  
Solid Waste Management Division

Request for Qualifications #18-033

Solid Waste Consulting, Engineering and  
Environmental Monitoring Services

March 2018

## **I. INTRODUCTION**

The Wake County Environmental Services Department, Solid Waste Management Division, is seeking statements of qualifications from firms capable of providing solid waste management consulting, engineering, environmental monitoring and services in accordance with the North Carolina Solid Waste Management rules, permit requirements, and client needs.

## **II. BACKGROUND**

The Wake County Solid Waste Management Division ("Division") operates a comprehensive solid waste management system. The core components include a Subtitle D compliant municipal solid waste landfill, transfer station, convenience centers ("CC"), multi material recycling facilities ("MMRF"), household hazardous waste ("HHW") collection facilities, closed municipal solid waste landfills, closed construction and demolition landfills, as well as recycling programs and educational programs.

## **III. INFORMATION**

The purpose of this Request for Qualifications ("RFQ") is to qualify multiple firms to provide solid waste management consulting, engineering and environmental monitoring services to the Division in the planning and administration of the solid waste management program. It is anticipated that the Division will enter into contracts with firms for a five (5) year period with the option of up to two (2) one (1) year extensions, with individual tasks assigned and negotiated on "as needed and as requested" basis during the term of the contract. Three general categories of services are identified as:

- 1) General solid waste management consulting services
- 2) Solid waste management engineering services
- 3) Environmental monitoring and reporting services.

Furthermore, specific tasks within those categories may be identified by the Division for services to be provided by the firms. To be deemed qualified and to contract with the Division, the firm needs to demonstrate qualifications in as many categories and specific tasks (see listing in IV. Scope of Work). However; qualifications in all categories or all tasks in a category are not required.

## **IV. SCOPE OF WORK**

The Division is seeking the services of qualified firms or individuals with extensive knowledge and background in the solid waste management field. These services should potentially include but are not limited to:

### **Solid Waste Management Consulting**

- Comprehensive solid waste management consulting
- Local, State and Federal regulatory compliance and management
- Program planning and evaluation

- Program management and assistance
- Public meetings and presentations
- Information/communications services
- Budgetary, financial and enterprise fund planning, management, and administration

#### **Solid Waste Management Engineering**

- Comprehensive solid waste management engineering services
- Engineering certification of reports, documents and submissions
- Design services and technical support for solid waste management programs
- Engineering reviews and evaluations
- Project supervision, monitoring and oversight
- Provide year-end closure/post closure care certifications

#### **Environmental Monitoring**

- Comprehensive environmental consulting
- Landfill gas sampling, monitoring, reporting, and management
- Groundwater sampling, monitoring, reporting and management
- Surface water sampling, monitoring, reporting and management
- Leachate sampling, monitoring, reporting and management
- Hydro geological assessments
- Regulatory reporting and correspondence
- Public meetings and presentations
- Permit compliance consulting

### **V. REQUIREMENTS FOR SUBMISSION AND FORMAT**

The following guidelines must be followed in the preparation and submittal of the applicants' response to this RFQ. Complete responses to each of the following categories are required. All submittals must contain the following information and follow the prescribed format. Failure to comply with the requirements of the RFQ may result in the response being considered non-responsive and rejection of the submission.

#### **Format**

Submittals shall be made on 8 1/2" x 11" paper, side bound with Table of Contents and reference tabs for key sections. The package submitted shall not exceed twenty (20) sheets. Front and back covers, Table of Contents and Tab pages are excluded from totals. Please provide two primary points of contact including email addresses.

#### **Qualifications of Applicants**

Qualified applicants must have experience in the solid waste management field and possess a thorough knowledge of solid waste management rules and regulations. Applicants must be

experienced in Local, State, and Federal regulations that may affect any and all aspects of the program, and have a sound working relationship with regulators in the respective field(s). Applicants must provide information to demonstrate the firm's experience in the category(s) of services, including experience with other local government agencies.

### **References**

Applicants must provide a list of projects within the last five (5) years that demonstrate the applicants' skills and capabilities in the category(s) of services. Please include the project name, location, client contact name and number, and a brief description of the project.

### **Project Management**

Applicants must provide a proposed organizational chart for services to be provided to the Division. Include resumes of key professional staff anticipated to work on Division projects. Detailed information on the staff's experience in the solid waste management field and knowledge of the industry should be included. Also include a description of the type of involvement that individuals on the org chart will perform for the County.

### **Schedule of Fees**

All applicants must submit a schedule of fees for personnel categories that may be involved in the scope of work and for reimbursable expenses.

### **Proposal Submittal**

Applicants will submit five (5) copies of qualifications with one (1) electronic copy on CD/Flash Drive to:

Wake County Finance/Procurement Services  
Wake County Justice Center, 2nd Floor, Room 2900  
301 S. McDowell Street  
Raleigh, NC 27601  
Attn: Tom Wester

Proposal responses must be received before **3:00 PM on March 28, 2018**

Late responses, regardless of delivery means, will not be accepted.

## **VI. SELECTION PROCESS**

The Wake County Board of Commissioners has established a policy to be followed in selecting consultants. This policy, titled "Wake County Architectural, Engineering, Surveying and Construction Manager at Risk Selection Procedure", is designed to ensure that consultants are selected in a fair and uniform manner, that those selected for work are qualified and experienced in the professional

services desired and to ensure that every qualified consultant has the opportunity to be considered for providing professional services to Wake County. The consultant selection process will involve three stages:

**A. Stage One: Qualifications**

The Wake County Manager or his/her designee will appoint a Selection Committee to evaluate responses to the Request for Qualifications and determine the most qualified applicants. A notice will be sent to firms identified by the Division who have previously expressed interest in being considered for providing solid waste management consulting, engineering and environmental monitoring services. The RFQ will be posted on the Wake County website under "Purchasing". Upon receipt of the packages from respondents, the Selection Committee members will review and select ("short-list") for further consideration those firms that appear to be most favorable to provide services to the Division.

**B. Stage Two: Interviews**

Separate interview sessions will be scheduled with the "short-listed" firms to permit Selection Committee members to further evaluate each firm's qualifications. Two interview dates with a location will be provided to the firms. Following the interviews, the Selection Committee will forward their written recommendations to the County Manager for review and submission to the Wake County Board of Commissioners.

**C. Stage Three: Final Selection**

Following Wake County Board of Commissioners approval, Wake County Solid Waste Division will commence discussions with specific firms to initiate contract negotiations. After successful negotiations of specific contract terms, conditions, fees, etc., with the selected firms, the proposed contracts will be forwarded to the Wake County Manager for approval.

**VII. EVALUATION CRITERIA**

The following criteria will be the basis on which consultants will be selected for further consideration:

- 1) Appropriate qualifications and expertise of key professional staff in solid waste management consulting, engineering, and/or environmental monitoring and reporting.
- 2) Performance history, responsiveness of the firm and familiarity of its staff members with Wake County and other clients.
- 3) Resources, experience and knowledge of the firm in municipal solid waste management consulting, engineering, and/or environmental monitoring and reporting.
- 4) Adequate staffing capability and current workload of the proposed consultant team for Division projects.
- 5) Proposed hourly rates for professional services.
- 6) Other factors as determined by the committee to be appropriate for the selection process (Interview, Quality/Completeness of the Response to RFQ, etc.).

The above listing does not indicate the order of importance and the selection committee shall establish a priority ranking for the final list of criteria for the project.

#### **VIII. GENERAL COMMENTS**

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

**By submitting a proposal, Vendors acknowledge that:**

The County reserves the right to reject any or all proposals for any reason. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Vendors at any time to gather additional information.

**Proposals will be received by Wake County Government at the time and place noted on the cover page of this document. At that point, Wake County will close the receipt of proposals and begin the valuation process. The only information that will be released will be the names of the respondent(s). No other information will be disclosed, except as required by the evaluation process, until a contract is awarded.**

The County must receive proposals before **3 p.m. on March 28, 2018**. *The Vendor's name, RFQ number, and proposal closing time and date must be marked clearly on the proposal submission.* The time of receipt shall be determined by the time clock in the Wake County Procurement Services office. The County will not be held responsible for the failure of any mail or delivery service to deliver a proposal response prior to the stated proposal due date and time. It is solely the Vendor's responsibility to: (1) ascertain that they have all required and necessary information, documents and addenda, prior to submitting a response; (2) ensure that the response is received at the correct location and time. Late responses, regardless of delivery means, will not be accepted. Proposals received by telephone, telegraph, or facsimile shall not be accepted.

By submission of a response, the Vendor agrees that at the time of submittal, it: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Vendor's services, or (2) will not benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by Wake County. Vendors shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the County, in consultation with legal counsel, may reject their proposal.

The County assumes no responsibility for confidentiality of information offered in a proposal. The RFQ does not intend to elicit proprietary information. However, if proprietary information is submitted as part of the proposal, the information is to be labeled as such. Proposals are not subject to public inspection until after the contract award. Wake County reserves the right to share any information submitted in response to this RFQ or process with any person(s) or firm(s) involved in the review and evaluation process. Proprietary or confidential information must be clearly labeled as such at the time of initial

submission and to the extent provided by N.C.G.S. Chapter 132, will not be made available for public inspection. In the event a request for inspection is made under public records law, the Vendor will be notified of the request and may participate in any subsequent civil action to compel disclosure of confidential information.

- Any cost incurred by respondents in preparing or submitting a response to the RFQ shall be the respondents' sole responsibility.
- An example of the standard "Wake County Services Agreement Over \$50,000" is included with this RFQ and labeled "Attachment A". Respondent must be able and willing to comply with the terms, conditions and requirements of the example service agreement.
- Any questions regarding the RFQ should be directed Tom Wester, Procurement Director via email address [twester@wakegov.com](mailto:twester@wakegov.com).
- Consultant shall acknowledge within their cover letter the receipt of all Addendums.
- Wake County reserves the right to approve all personnel working on Wake County projects. Key professional staff may not be removed, reassigned or replaced without prior approval from Wake County.

## Attachment A

### NORTH CAROLINA WAKE COUNTY

### SERVICES AGREEMENT OVER \$50,000

THIS AGREEMENT, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Wake County, North Carolina (the "County") party of the first part; and \_\_\_\_\_ (the "Provider"), party of the second part;

#### WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of this Agreement.

#### I. SERVICES TO BE PROVIDED

The services to be performed by the Provider shall be as follows:

**Enter Services provided or add attachment.**

Provider shall not sub-contract all or any part of the services provided for in this Agreement without written approval of the County.

#### II. TERM

The services of the Provider shall begin on \_\_\_\_\_, and shall be provided until \_\_\_\_\_, with optional two (2) one (1) year extensions.

III. MAXIMUM AMOUNT PAYABLE: \_\_\_\_\_ (\$\_\_\_\_\_)

#### IV. PAYMENT

Provider shall submit an invoice for services provided. The invoice shall contain Provider's name and federal tax identification number and shall be signed and dated by an officer of Provider. It shall detail all services provided in payment requests. The County will make payments to Provider upon receipt of and approval of the invoice by the contracting department.

#### V. RELATIONSHIP OF PARTIES

Provider is an independent contractor of the County. Provider represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. It is further agreed that the Provider will obey all State and Federal statutes, rules and regulations that are applicable to provisions of the services called herein. Neither Provider nor any employee of the Provider shall be deemed an officer, employee or agent of the County.

#### VI. CANCELLATION

This Agreement may be canceled by Provider upon thirty (30) days' written notice to the County, and the County may terminate this agreement upon thirty (30) days' written notice to Provider.



## VII. INSURANCE REQUIREMENTS

The Provider shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Provider must provide a certificate of insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration.

Provider signature on this agreement indicates that Provider agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A Statutory- for State of North Carolina and Coverage B - Employers Liability \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per occurrence for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability Insurance, applicable to any professional services provided under this Contract with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

If any coverage is on a claims-made basis, Provider agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Provider shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of the agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Provider shall be responsible for providing immediate notice of policy cancellation or non-renewal during the term of this Agreement to the Wake County Finance Office and for three years subsequent for any claims made coverage.

If Provider does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Provider PRIOR TO provision of any services associated with this Agreement.

In the event that Provider uses subcontractors to perform any of the services under this Agreement, then and in that event, Provider shall contractually require such subcontractor(s) to meet all of the requirements of this section.

## VIII. INDEMNIFICATION

Provider agrees to defend, indemnify, and hold harmless the County, for all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Provider, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require Provider to indemnify Wake County to the extent permitted under North Carolina law.

## IX. NO WAIVER OF SOVEREIGN IMMUNITY

Wake County and the Provider agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive Wake County's defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

## X. NON-ASSIGNMENT

Provider shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.

## XI. ENTIRE AGREEMENT

The parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the parties unless and until modified in writing and signed by the parties. Modifications may be evidenced by telefacsimile signatures.

## XII. NON-APPROPRIATION

Provider recognized that Wake County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are not available and not appropriated to purchase the services specified in this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

In the event of a legal change in Wake County's statutory authority, mandate, and mandated functions which adversely affects Wake County's authority to continue its obligations under this Agreement, then this Agreement shall automatically expire without penalty to Wake County and without the thirty (30) day notice requirement set forth in Section VI.

## XIII. GOVERNING LAW

Both parties agree that this Agreement shall be governed by the laws of the State of North Carolina.

## XIV. E-VERIFY REQUIREMENTS

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc, attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

## XV. IRAN DIVESTMENT

By signing this agreement; accepting this contract/purchase order; or submitting any bid, proposal, etc., vendors and contractors certify that as of the date of execution, receipt, or submission they are not listed on the Final Divestment List created by the NC Office of State Treasurer pursuant to *NCGS 147 Article 6E, Iran Divestment*

Act, Iran Divestment Act Certification. Vendors and contractors shall not utilize any subcontractor that is identified on the Final Divestment List.

In addition:

Any organization defined under NCGS 147-86.80(2), Divestment from Companies Boycotting Israel, shall not engage in business totaling more than \$1,000 with any company/business, etc. that boycotts Israel. A list of companies that boycott Israel is maintained by the NC Office of State Treasurer, pursuant to NCGS 147-86.81(a)(1). Any company listed as boycotting Israel is not eligible to do business with any State agency or political subdivision of the State.

**WAKE COUNTY, NORTH CAROLINA**

By: \_\_\_\_\_  
Wake County Department Head

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Wake County Manager or Designee

Date: \_\_\_\_\_

**PROVIDER**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mailing Address:

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

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
FINANCE DIRECTOR

The person responsible for monitoring the contract performance requirements is:

\_\_\_\_\_

\_\_\_\_\_ Department Head Initials