

STATE OF NORTH CAROLINA

COUNTY OF JACKSON

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of January 2024, by and between JACKSON COUNTY, a body politic corporate in nature and subdivision of the State of North Carolina, hereinafter "**County**," and Kinsland Trucking, Inc., hereinafter "**Contractor**."

WITNESSETH

**WHEREAS**, County desires Contractor perform hauling from the existing Jackson County Transfer Station, to a Landfill, and hauling from the existing Transfer Station to a Material Recovery Facility, hereinafter "**Services**;" and

**WHEREAS**, Contractor is willing to perform such Services.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree with the other, as follows:

**SERVICES PERFORMED AND OTHER REQUIRMENTS OF RFP.** Contractor agrees to perform Services, as set forth in the **Jackson County, NC Solid Waste and Recyclable, Collection, Transfer, and Disposal Services Request for Proposals**, marked as **Attachment 1**, which is attached and incorporated herein by reference, in accordance with the terms of this Agreement. The specific Services Contractor shall perform include:

- A. **Section 7.1** Hauling from the Transfer Station to a Landfill
- B. **Section 7.2** Hauling from the Transfer Station to a Materials Recovery Facility (MRF)
- C. **Section 7.4** Ownership of Collected Material
- D. **Section 7.10** Additional Agreements
  - 1. **7.10.1** Contract Manager
  - 2. **7.10.2** Office
  - 3. **7.10.3** Equipment
  - 4. **7.10.4** Employees
  - 5. **7.10.5** Performance
  - 6. **7.10.6** Public Education & Awareness
  - 7. **7.10.7** Permits; Licenses
  - 8. **7.10.8** Performance Bond
  - 9. **7.10.9** Insurance
- E. **Section 7.11** Force Majeure
- F. **Section 7.12** Indemnification
- G. **Section 7.13** Disputes

H. **Section 7.14** Compliance with Laws

I. **Section 7.16** Assignment

J. Contractor will comply with all federal, state, and local laws and regulations.

County agrees to compensate Contractor for any damage to Contractor's yard tractor or trailers used for loading material, in excess of normal wear and tear. Notice of any damage noted by Contractor must be sent to County in writing within five (5) days of occurrence.

County is responsible for loading waste into the trailers in accordance with NC Law. County will allow Contractor use of the drive-on scales to achieve maximum legal weight limits. Any overweight fines are the responsibility of Contractor.

**FEE AND PAYMENT SCHEDULE.** County will pay Contractor the amounts listed on the Proposal Form, submitted on Page 29 and in Section 7.8 in Attachment 1 for performance of Services. Contractor must invoice County once Services herein are complete. Payment is due within thirty (30) days of receipt of an accurate invoice. Invoices must be submitted to Jackson County Finance Office, 401 Grindstaff Cove Road, Sylva, NC 28779.

In lieu of an annual CPI, Contractor agrees to a fuel surcharge, as follows: price adjustments based on increasing fuel costs are permissible with \$20.00 being added/subtracted to the base cost of each load for waste hauling and for recycling hauling for every 0.25 per gallon increase after initial increase fuel surcharge, initial increase fuel surcharge begins at \$5.00 per gallon. All fuel cost will be based on <http://www.eia.gov/petroleum/gasdiesel/> for the PADD 1c Lower Atlantic.

**WORK SCHEDULE.** Contractor shall complete all Services described in Section 1 herein within and as described in 7.1, 7.2, and 7.7 of Attachment 1, as of the effective date of January 1, 2024.

**TERM AND TERMINATION.** The Effective Date is the date of mutual execution of this Agreement. The Agreement shall have a term of **January 1, 2024, through December 31, 2029**. County may terminate this Agreement at any time, with or without cause, by notification to Contractor in writing. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by County.

**OWNERSHIP OF DOCUMENTS.** All deliverables and any other contract documents prepared by Contractor, or any subcontractors under the terms of this Agreement ("**Documents**"), shall be the property of County. Contractor further acknowledges County is subject to Chapter 132 of the North Carolina General Statutes and the Public Records Act ("**Act**").

**FORCE MAJEURE.** Either party shall be excused from failure to perform any of its obligations hereunder if, and to the extent, such failure to perform is caused by, arises out of, or is attributable to war, riot, fire, explosion, acts of God, labor disputes, sabotage, accident, embargo, injunction, compliance with governmental order, inability to obtain fuel or raw materials preventing either party from performing any of its obligations hereunder, provided the party

claiming such excuse shall promptly notify the other party of the reason therefore and the approximate duration of such delay or failure.

**BASIC INSURANCE REQUIREMENTS.** At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurance companies authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

<u>COVERAGE:</u>	<u>LIMITS OF LIABILITY:</u>
A. Workman's Compensation:	Statutory Limits
B. Employer's General Liability:	\$500,000
C. Bodily Injury Liability ( <i>except Auto</i> ):	\$1,000,000 each / \$2,000,000 aggregate
D. Property Damage Liability ( <i>except Auto</i> ):	\$1,000,000 each / \$2,000,000 aggregate
E. Automobile Bodily Injury Liability	\$1,000,000 each person
F. Automobile Property Damage	\$1,000,000 each occurrence
G. Excess Umbrella Liability	\$2,000,000 each occurrence

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

**ADDITIONAL INSURANCE REQUIREMENTS.**

A. Contractor's General Liability policy will name County, its elected officials, officers, agents, and employees as additional insureds with respect to both the General Liability and Auto Liability policies. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance as evidence of the required basic insurance coverages detailed above. The Certificate Holder must be listed as:

**Jackson County  
Attn: County Manager  
401 Grindstaff Cove Road, Suite A-207  
Sylva, NC 28779**

The Certificate of Insurance must note the following information in the Description of Operations:

Department: **Jackson County Public Works**  
Contractor: **Kinsland Trucking, Inc.**

If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required

insurance coverages and provision of Certificate(s) of Insurance, and additional insured endorsement(s), in proper form prior to commencement of services.

- B. Contractor shall have no right of recovery or subrogation against County (including its elected officials, officers, agents, and employees).
- C. The parties intend the insurance policies afforded by the Contractor to protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County Manager within two (2) days of the cancellation or substantive change of any insurance policy set out herein. County, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- D. 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 the Contractor.
- E. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend County for claims made, or suits brought, which result from, or are in connection with, the performance of this Agreement.

**INDEMNIFICATION.** Contractor agrees to protect, defend, indemnify and hold County, its elected officials, officers, employees and agents free and harmless 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 whole or in part, to the negligence of Contractor, officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

**DECLARATION BY CONTRACTOR.** Contractor declares Contractor has complied and will continue to comply throughout the term of this Agreement, with all federal, state, and local laws regarding business permits, certificates, and licenses which may be required to carry out the work to be performed.

**FEDERAL, STATE, AND LOCAL TAXES.** Neither federal, state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by County on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

**NOTICE TO CONTRACTOR REGARDING TAX DUTIES AND LIABILITIES.** Contractor understands Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

**FRINGE BENEFITS.** Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plan of County.

**COUNTY NOT RESPONSIBLE FOR WORKMAN'S COMPENSATION.** No workman's compensation insurance shall be obtained by County concerning Contractor or the employees of Contractor. Contractor shall comply with the workman's compensation law concerning Contractor and the employees of Contractor.

**NO AUTHORITY TO BIND COUNTY.** Contractor has no authority to enter into contracts or agreements on behalf of County. This Agreement does not create a partnership or any form of agency between the parties.

**ASSIGNMENT.** Neither County nor Contractor shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or are due) without the written consent of the other, except to the extent any assignment, subletting or transfer is mandated by law, or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

**NON-WAIVER.** The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**HOW NOTICES SHALL BE GIVEN.** Any notice given in connection with this Agreement must be in writing and delivered in person or via certified mail, return receipt requested, postage prepaid, to the party at the party's address stated herein. Any party may change its address by giving notice of the change in accordance with this Paragraph.

**COUNTY:**

Jackson County  
Attn: County Manager  
401-B Grindstaff Cove Road, Suite A-207  
Sylva, NC 28779

**CONTRACTOR:**

Kinsland Trucking, Inc.  
Attn: Randall D. Kinsland  
1483 Sunset Farm Road  
Whittier, NC 28789

**APPLICABLE LAW AND JURISDICTION.** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina, venue Jackson County.

**COMPLETE AGREEMENT.** This Agreement contains the entire agreement of the parties regarding the terms and conditions contained herein, and there are no oral or written conditions, terms, warranties, understandings, or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties or by their respective successors in interest.

**SEVERABILITY.** The provisions hereof are severable, and should any provision be determined to be invalid, unlawful, or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

**AUTHORITY.** Each party warrants it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants the execution, delivery, and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

**E-VERIFY.** E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles County to terminate this Agreement, without penalty, upon notice to Contractor.

**IRAN DIVESTMENT.** Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, County must require most entities with which it contracts, which would include Contractor under this Agreement, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. Contractor certifies that: (i) it is not listed on the Final Divestment List, and (ii) it will not utilize any subcontractor performing work under this Agreement which is listed on the Final Divestment List.

**IN WITNESS WHEREOF,** the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed.

**COUNTY OF JACKSON**

**KINSLAND TRUCKING, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Don Adams, Jackson County Manager

Randall D. Kinsland, President

This Instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: \_\_\_\_\_

Darlene Fox, Jackson County Finance Director

# **ATTACHMENT 1**

Jackson County, NC  
Solid Waste and Recyclable, Collection,  
Transfer, and Disposal Services

RFP  
May 2023

Jackson County, North Carolina  
Solid Waste and Recyclable, Collection,  
Transfer, and Disposal Services  
Request for Proposals



County Commissioners:  
Mark A. Letson, Chairman  
Mark Jones  
Tom Stribling  
Todd Bryson  
John W. Smith

County Manager:  
Don Adams

County Director of Public Works:  
Chad Parker

May, 2023

Prepared By:

Jackson County Public Works  
Solid Waste and Recycling  
Jackson, NC 28779

JACKSON COUNTY, NORTH CAROLINA

REQUEST FOR PROPOSALS  
RESIDENTIAL SOLID WASTE COLLECTION SERVICES



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The County has an MSW/CD Transfer Station (Jackson County Transfer Station) located at 26 Recycle Place, Sylva, NC 28779. The County will accept MSW, C&D (Cashiers only) and recycled materials collected under this Contract from the Staffed Recycling Centers at the County Transfer Station at no cost to the Contractor. The County Transfer Station hours of operation are 7:00AM TO 4:00PM Monday through Friday and 7:00 AM TO 12:00 Noon on Saturdays. For the twelve-month period of January 1, 2022 through December 31, 2022, the County Transfer Station transferred 35,416.21 tons and 1,697 loads of MSW with an average weight of 20.37 tons per load. There were 2,086.17 tons of recyclables reported collected from the same time period. Additional charts with hauling data are provided.

## 2.1 MSW/CD Tonnage

### 2020 MSW/CD Tonnage

Month	Tonnage	Hauls	Average Tons/Haul
January	2797.11	137	20.42
February	2363.99	115	20.56
March	2987.53	147	20.32
April	3317.44	161	20.61
May	3053.68	146	20.92
June	3474.75	165	21.06
July	3758.21	180	20.88
August	3463.77	167	20.74
September	3113.35	148	21.04
October	3147.57	150	20.98
November	2731.72	136	20.09
December	2776.55	134	20.72
<b>Totals</b>	<b>36985.67</b>	<b>1786</b>	<b>20.71</b>

### 2021 MSW/CD Tonnage

Month	Tonnage	Hauls	Average Tons/Haul
January	2102.51	110	19.11
February	2278.98	112	20.35
March	2982.62	144	20.71
April	2784.88	144	19.34
May	2677.64	138	19.4
June	2969.09	144	20.62
July	2933.78	139	21.11
August	3288.59	156	21.08
September	3112.65	150	20.75
October	2817.88	135	20.87
November	2706.99	132	20.51
December	2832.1	140	20.23
<b>Totals</b>	<b>33487.71</b>	<b>1644</b>	<b>20.37</b>

### 2021 Recycling Tonnage

Month	Commingled Containers Tonnage	Hauls	Fiber Tonnage	Hauls	Total Monthly Hauls	Total Recycling Tonnage
January	54.72	6	115.6	11	17	170.32
February	47.06	6	80.69	8	14	127.75
March	60.26	7	133.97	13	20	194.23
April	57.49	7	109.08	12	19	166.57
May	61.76	7	131.03	13	20	192.79
June	71.16	8	128.55	13	21	199.71
July	80.69	8	143.13	13	21	223.82
August	77.61	8	131.43	12	20	209.04
September	67.43	7	129.5	12	19	196.93
October	70.36	7	131.81	12	19	202.17
November	63.02	7	106.91	11	18	169.93
December	55.99	6	122.96	13	19	178.95
<b>Totals</b>	<b>767.55</b>	<b>84</b>	<b>1464.66</b>	<b>143</b>	<b>227</b>	<b>2232.21</b>

### 2022 Recycling Tonnage

Month	Commingled Containers Tonnage	Hauls	Fiber Tonnage	Hauls	Total Monthly Hauls	Total Recycling Tonnage
January	51.08	5	87.38	8	13	138.46
February	60.73	7	84.13	9	16	144.86
March	51.71	5	127.54	9	14	179.25
April	52.89	6	123.95	12	18	176.84
May	41.99	6	109.25	11	17	151.24
June	81.47	9	135.5	12	21	216.97
July	66.99	7	105.92	9	16	172.91
August	67.24	7	143.24	13	20	210.48
September	63.29	7	123.9	11	18	187.19
October	55.03	6	95.72	10	16	150.75
November	53.9	6	102.62	10	16	156.52
December	52	6	148.7	12	18	200.7
<b>Totals</b>	<b>698.32</b>	<b>77</b>	<b>1387.85</b>	<b>126</b>	<b>203</b>	<b>2086.17</b>

The County operates eight Solid Waste Staffed Recycling Centers and one unattended site on Soco Mountain. These sites are located throughout the county and the locations are shown on the map included with this RFP. The number of container pulls from each site is listed below. The primary disposal destination for roll-off containers pulled from the Staffed Recycling Centers is 48 Recycle Place, Sylva, NC 28779. However, all metal/whitegoods containers are deposited at Metalwood Recycling located at 656 Skyland Drive, Sylva, NC 28779.

		1- 20 cy open top Electronics			
5. Glenville 7355 Hwy 107 North, Glenville, NC 28736	24 miles	1- 34 cy self-contained compactor for MSW 1- 40 cy stationary compactor for Paper with receiver box 2- 40 cy open tops Metal and Bulk Items 1- 20 cy enclosed for Container recycling 1- 20 cy open top for Electronics	415	422	389
8. Tuckasegee 997 Canada Road, Tuckasegee, NC 28783	17 miles	1- 34 cy self-contained compactor for MSW 2- 40 cy open tops for Metal and Bulk Items 2- 20 cy enclosed for Paper and Container recycling 1- 20 cy open top Electronics	268	279	263
7. Qualla 145 Shoal Creek Church Loop Road, Whittier, NC 28789	15.5 miles	1- 34 cy self-contained compactor for MSW 2- 40 cy open tops for Metal and Bulk Items 2- 20 cy enclosed for Paper and Container recycling 1- 20 cy open top for Electronics	385	413	394
DOA Building 100 County Services Park, Sylva, NC 28779	7 miles	2- 20 cy enclosed for Paper and Container recycling	14	18	13
Justice Center 401 Grindstaff Cove Road, Sylva, NC 28779	5.2 miles	1- 20 cy enclosed for Paper recycling	7	4	6
Blue Ridge School 95 Bobcat Drive, Cashiers, NC 28717	29.3 miles	2 - 20 cy enclosed for recycling	1	2	5
Cullowhee Valley School 240 Wisdom Drive, Cullowhee, NC 28723	10 miles	2- 20 cy enclosed for Paper and Container recycling	6	4	7

Currently, US Tire Recycling, LLC is contracted through December 31, 2023 to collect, transport from various vendor and dispose of the tires. The County collects scrap tires from various location inside Jackson County. These sites are located throughout the county and the locations are listed below in the data charts. The number of pulls from each site is listed below. The primary disposal destination scrap tires pulled from the various vendor locations is 48 Recycle Place, Sylva, NC 28779. All tires are currently transported to the US Tire Recycling Facility in Concord, North Carolina.

**2.4 Scrap tire Vendor data, pulls and tonnage**

**2020 Tire Tonnage**

Month	Tonnage	Hauls	Average Tons/Haul
January	34.44	3	11.48
February	45.52	4	11.38
March	46.7	4	11.68
April	23.96	2	11.98
May	55.57	5	11.11
June	36.97	3	12.32
July	68.57	6	11.43
August	42.37	4	10.59
September	62.9	6	10.48
October	48.8	4	12.2
November	51.79	5	10.36
December	32.37	3	10.79
<b>Totals</b>	<b>549.96</b>	<b>49</b>	<b>11.22</b>

**2021 Tire Tonnage**

Month	Tonnage	Hauls	Average Tons/Haul
January	33.5	3	11.16
February	46.53	4	11.63
March	66.54	6	11.09
April	58.34	5	11.67
May	40.91	4	10.23
June	57.09	5	11.42
July	45.46	4	11.37
August	54.8	5	10.96
September	41.47	4	10.37
October	41.97	4	10.49
November	44	4	11
December	54.31	5	10.86
<b>Totals</b>	<b>584.92</b>	<b>53</b>	<b>11.04</b>

### 3.0 QUALIFICATIONS OF VENDORS

To demonstrate its qualifications for the work, each Vendor shall submit with its Proposal satisfactory proof of its qualifications to perform in a satisfactory manner, all of the work covered by this Request for Proposals (RFP). Each Vendor shall submit, among other items, information, evidence, and statements with respect to the following (this information is also required for any Subcontractors):

- A. That it has a well-trained competent organization which has done work of similar character and value. Any subcontractors shall be identified.
- B. That it will have available adequate equipment and facilities to do the work. Information on the proposed collection vehicle(s) and residential container(s) shall be provided. Additionally, information on proposed recycling facilities and/or vendors to be utilized for the processing of Recyclables collected under this Contract shall be provided.
- C. That it has ample equipment, supplies, and repair parts to maintain all required equipment and facilities properly and with a minimum of delay.
- D. A financial statement indicating the financial history and viability of the Vendor.
- E. A listing of current service contracts by the Vendor similar in nature and magnitude to the work proposed herein. The information shall include at a minimum, the following:
  1. Contract information (name, location, value); and
  2. Owner Information (name, address, telephone number, contact person).

Information submitted is subject to applicable public records law. Proprietary or otherwise confidential information should be marked "Proprietary/Confidential" in the proposal. A request for determination from the Jackson County Attorney as to public records requirements concerning Proprietary/Confidential information should be made before proposal is submitted.

### 4.0 EXAMINATION OF PROJECT REQUIREMENTS AND CONDITIONS

Before submitting a Proposal, each Vendor shall have the following responsibilities:

- A. Examine this RFP thoroughly;
- B. Visit the County to become familiar with local conditions that may in any manner affect performance of the work; and
- C. Become familiar with Federal, State, and local laws, ordinances, rules and regulations affecting performance of the work.

- G. Rejects: Materials in the Recyclables stream that do not consist of materials acceptable for recycling.
- H. Residence: Either a single-family home, or an occupant of a) a duplex, b) a triplex, c) a townhouse, d) a mobile home park paying the County Curbside Collection Fee, or e) other multi-family residential complex that is assessed the County Curbside Collection Fee.
- I. Residue: That portion of the Recyclables stream that is not able to be recycled due to breakage and/or transportation or processing inefficiencies.
- J. White Goods: Any and all household or commercial machines or appliances.
- K. Yard Waste: "Yard trash" or "land-clearing debris" as defined in NCGS 130A-290.

## 7.0 GENERAL REQUIREMENTS AND CONDITIONS

### 7.1 Hauling from the Transfer Station to a Landfill

The Jackson County Board of Commissioners will entertain proposals from the private sector to provide the equipment and staffing for the hauling of MSW/CD to a yet-to-be-determined landfill that meets or exceeds Federal and State Subtitle D Disposal Requirements. In summary, the services include the hauling of MSW/CD from the County's existing transfer station (Jackson County Transfer Station, 48 Recycle Place, Sylva, NC 28779) to a Subtitle D disposal site. During the course of the hauling contract, the location of disposal may change. The proposer is asked to submit pricing on a variety of hauling distances to area disposal facilities and the prices quoted will remain in effect for the life of the hauling contract. The commencement date for the hauling contract is anticipated to be January 1, 2024. The Contractor should be prepared to commence all MSW/CD hauling operations on that date.

**TRACTORS AND TRAILERS.** The Company shall provide sufficient tractors, trailers and drivers to perform the Contract Services. The capacity of such trailers shall be 122-130 CY. The Company shall provide tractor trailers to the Transfer Station in such a manner and upon such a schedule to allow an orderly and systematic removal of waste delivered throughout the day. In order to achieve such a result, the Company shall ensure that sufficient number of empty trailers which the County can hook-up to a jockey truck which the County will supply. All trailers shall be able to receive over the top loading of loose Acceptable Waste and shall be suitable for convenient loading given existing configurations of truck bays at the Transfer Station. The County shall not be required to purchase, lease or otherwise acquire additional equipment in order to accommodate the Company's desired loading or hauling methods. The Company shall have available, at no extra expense to the County, sufficient backup equipment to perform the Contract Services and ensure all waste is removed from the tipping floor at the end of each day. In the event that primary equipment becomes inoperable, the Company shall be capable of mobilizing backup equipment to insure a smooth and efficient transition to its operation. All tractors and trailers utilized by the Company to perform the Contract Services shall be registered and identified in accordance with, and shall comply with all requirements of applicable law.

be provided within 24 hours on the next business day. Requests for service may originate from the County Public Works Director, his/her designee, or the Site Attendants at the SRCs.

#### **Equipment Lease**

Refer to Section 2.3 for additional detail on container requirements per location.

Contractor will be responsible for all container and compactor maintenance and will replace or repair any malfunctioning unit immediately upon notice from the County Public Works Director or his/her designee, or a Staffed Site Attendant.

#### **Staffed Recycling Center Staffing**

Eight (8) SRCs will be open from 7am until 7 pm April – October (7 Months) and 7am until 6pm November – March (5 Months), Monday – Saturday. The Contractor will be responsible for provide one trained staff person per site during these hours of operation.

Generally, “trained” will refer to an individual who is authorized to work in the United States, and has been trained in the nuances of recycling and waste disposal so that he or she may act as an information source for site visitors who have questions about the program.

The individuals are expected to be dressed neatly, act courteously towards others, and be informative. The Site Attendants will be employees of the Contractor but may take direction from the Public Works Director. The Public Works Director may contact site attendants from time to time in order to discuss site operations.

#### **7.4 Ownership of Collected Material**

The ownership of MSW and Recyclables collected under this Contract shall vest in the Contractor once the waste or Recyclables have been loaded on the Contractor’s vehicles.

#### **7.5 Landfill Services**

The Jackson County Board of Commissioners will entertain proposals from the private sector to provide the receiving of MSW/CD that meets or exceeds Federal and State Subtitle D Disposal Requirements. These services will be in accordance with the terms and conditions as provided in Attachment 1 of this RFP. In summary, the services include the accepting of MSW/CD from the County’s existing transfer station (Jackson County Transfer Station, 48 Recycle Place, Sylva, NC 28779) to a Subtitle D disposal site. The proposer is asked to submit pricing on tipping fees to area disposal facilities and the prices quoted will remain in effect for the life of the hauling contract. Also, in the case that the primary landfill is not available a secondary site must be named as a backup. The commencement date for the hauling contract is anticipated to be January 1, 2024. The proposer should be prepared to receive all MSW/CD



### 7.8.3 Fee Adjustments

The Contractor shall be entitled to an increase in payment equal to the amount of any fee, surcharge, duty, tax or other charges of any nature imposed by the Federal and/or State government or any agencies thereof which becomes effective on or after January 1, 2024, which is payable solely by reason of the nature of collection operations conducted by Contractor.

The Contractor shall provide documentation of such increases to the County and an explanation of how the increase has been calculated. Contractor's compensation shall not be increased pursuant to this paragraph until the first of the fiscal year following notification by Contractor to County of such increase; however, the County shall negotiate in good faith regarding payment of the increase during the preceding period.

### 7.8.4 Fuel Adjustment

No adjustment for the cost of fuel will be part of the Contract. The County desires the contract adjustments to be based upon Section 7.8.5 CPI adjustments as stated in the RFP. If an alternate fuel proposal is submitted it must be submitted under Section 10 C. Any Alternate Proposal sections. All alternate fuel adjustment proposals will be based on <http://www.eia.gov/petroleum/gasdiesel/> for the PADD 1c Lower Atlantic.

### 7.8.5 Consumer Price Index (CPI) Adjustment

The compensation payable to the Contractor hereunder shall be adjusted on May 1 of each subsequent year from the effective date of the contract, effective as of each such date, to reflect the increase or decrease in the cost of living as described in the national Consumer Price Index (CPI) published by the United States Bureau of Labor Statistics (or any successor thereto) All Urban Consumers, South Region, (CPI-U) All Items, ([https://www.bls.gov/regions/southeast/newsrelease/consumerpriceindex\\_south.htm](https://www.bls.gov/regions/southeast/newsrelease/consumerpriceindex_south.htm)) for the South for the 12 months ending in March. The annual adjustment based on the CPI shall not exceed four percent (4%).

### 7.9 Term

The term of the proposed contract shall begin on January 1, 2024 and shall extend for a five (5) year term. At the discretion of the County, the contract may be renewed for a maximum of two (2) additional two (2) year terms unless either party notifies the other of non-renewal at least sixty days before the end of the then current term.

customers upon initiation of service and at least annually. Adequate notice of any change in collection schedule shall also be provided to affected customers.

7.10.7 Permits: Licenses

The Contractor shall obtain and maintain, at its expense, all necessary permits and licenses.

7.10.8 Performance Bond

Any contract with an annual cost of \$200,000 or greater shall require a performance bond for the faithful performance of the work and all obligations arising therefrom. The amount of the performance bond will equal approximately one-year of service cost of the contract. Details will be determined in the final contracts. It shall be executed by a surety company licensed to do business in the State of North Carolina. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

7.10.9 Insurance

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Contract. Renewal certificates shall be sent to the County thirty (30) days prior to an expiration date. There shall be a thirty (30) day notification to the County in the event of cancellation, modification of coverage, or erosion of aggregate limits of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provision shall be forwarded to the County. The County shall be named as an additional insured on both the general liability and auto liability policies.

The limits of liability of all insurance required herein shall be as follows:

Coverage	Limits of Liability
Workman's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability (Except Automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (Except Auto)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

7.16 Assignment

The services and obligations of the Contractor may not be delegated or transferred to any person, firm, or corporation without the prior express written consent of the County to such delegation or transfer. The Contractor may enter into agreements for provision of services with respect to the fulfillment of the Contractor's duties and obligations hereunder without the necessity of such consent.

7.17 Default

If either party breaches the Contract or defaults in the performance of any of the required covenants or conditions for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate the Contract as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

**8.0 COUNTY OBLIGATIONS**

8.1 Operation of County Transfer Station

The County, or the County's contractor, will maintain and operate the County Transfer Station, or contract to maintain and operate the County Transfer Station, between the hours of 7:00AM and 4:00PM Monday through Friday and 7:00 AM and 12:00 noon on Saturdays except on the holidays identified in Section 7.7. In the event of emergency conditions declared by the County Manager, the County will open the County Transfer Station as soon as practical for receipt of waste collected by the Contractor.

8.2 Exclusivity

During the term of the contract, the Contractor shall be the exclusive provider for the Staffed Recycling Centers of MSW and Recyclables of the County.

## 11.0 SELECTION PROCESS

Vendors are advised that this is not a formal bidding process and this selection process is not required under state law. This selection process is for the benefit of the County only and the Vendor acquires NO legal rights or privileges by participating in this selection process.

The County reserves the right to reject any and all Proposals and waive any and all formalities, and the right to consider or disregard all alternate, non-conforming, or conditional Proposals or counter proposals.

In evaluating Proposals, the County will consider the qualifications of the Vendors, whether or not the Proposals comply with the prescribed requirements, and alternates. The County may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Vendors and any proposed Subcontractors to do the work to the County's satisfaction. The County reserves the right to reject the Proposal of any Vendor who does not pass any such evaluation to the County's satisfaction. Price is an important factor but not a controlling factor.

The County may wish to schedule presentations by one or more Vendors to aid in the selection of the successful Vendor.

If a Contract is to be awarded it will be awarded to the Vendor whose evaluation by the County indicates to the County that the award will be in the best interest of the County and as otherwise provided by law.

The County will attempt to give the selected Vendor a Notice of Selection within thirty (30) days after the day of the opening of proposals. The Vendor will be required to immediately enter into contract negotiations with the County based on the terms specified in this RFP after Notice of Selection. Should the selected Vendor fail to negotiate an acceptable contract with the County, the County will continue negotiations in order of rank until an agreement is reached or the negotiations are suspended.

Attachment 3 of this RFP includes the draft Agreement for the services to be provided by the Contractor submitting a proposal in response to this RFP. The draft Agreement forms the basis for the service contract that will contain the terms and conditions that shall govern the Contractor if the County decides to award a Contract.

JACKSON COUNTY REQUEST FOR PROPOSALS

SOLID WASTE AND RECYCLABLE  
COLLECTION, TRANSFER AND DISPOSAL SERVICES  
ATTACHMENT 1: PROPOSAL FORM

Vendor Information:

Company Name: Kinsland Trucking Inc.

Address: 1483 Sunset Farm Rd.

Whittier, NC 28789

Phone: 828-421-2292

Fax: 828-586-8900

Contact Name: Randy Kinsland

Email: claytatham@yahoo.com

*Vendors are requested to fill in the form on the following page: If not providing a price for a particular option, please enter "No Proposal" for that option.*

Vendor agrees to perform all the work described in the RFP for the unit prices listed below:  
**Scrap Tire Services (5-YEAR TERM)**  
Include all cost in pricing (i.e.) including but not limited to and Federal, State or Local taxes and fees.

Item	Unit Cost
Scrap Tire Services Data is in Section 2.4 of the RFP	Price per ton for disposal of Tires \$ _____  Price per ton for transporting tires to disposal site \$ _____  Price for hauling tires at pick up locations to the Jackson County Transfer Station \$ _____

(With Fuel Surcharge)

**TRANSFER OF MSW/CD and RECYCLING (5-YEAR TERM)**

Include all cost in pricing (i.e.) including but not limited to and Federal, State or Local taxes and fees.

Interested Vendors may submit pricing by per load method or by per ton method or both for MSW/CD hauling only. Per ton pricing assumes a monthly average of 20 tons per load. Any proposed sliding ton scale must be submitted with alternate proposals. Recycling hauls will only be allowed in per load unit cost.

**Per Load Pricing**

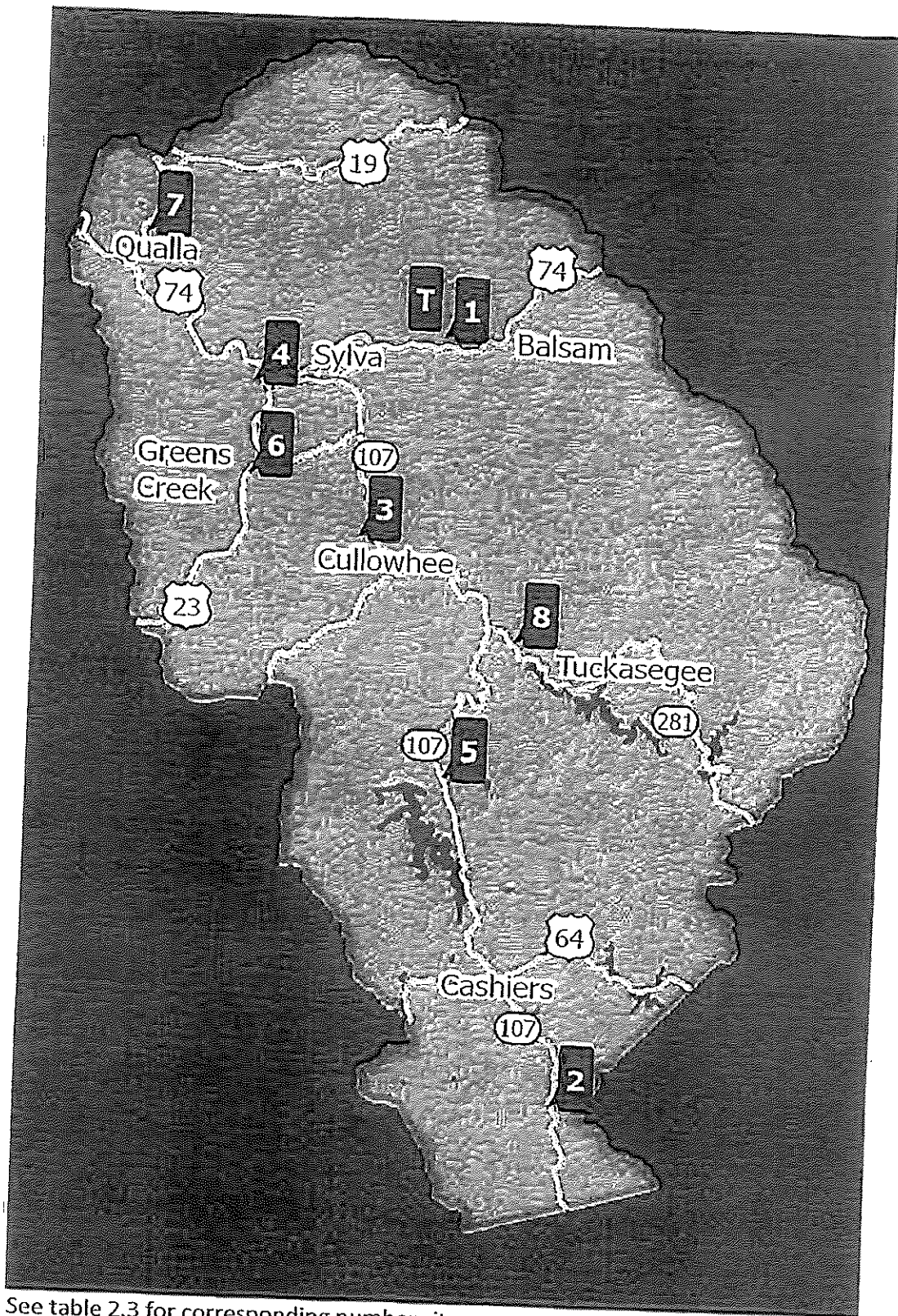
Item	Unit Cost *
MSW/CD and Recycling Hauling from County Transfer Station to Disposal Site Data is in Section 2.1 and 2.2 of the RFP	<u>Transfer Trucking Services</u>
Fuel Surcharge Starting @ \$5.00 per gallon. The surcharge will add \$20.00 per Load For Every \$.25 per gallon increase.	Lump Sum Hauling Price per Load to Curbside
Fuel Surcharge starting @ \$5.00 per gallon The surcharge will add \$40.00 per Load For Every \$.25 per gallon increase.	Recycling at 116 Woodfin Ave, Woodfin, NC 28804
Fuel Surcharge Starting @ \$5.00 per gallon The surcharge will add \$20.00 per Load For every \$.25 per gallon increase.	\$ <u>660<sup>00</sup></u>
	Lump Sum Price per Load to R&B Landfill at 610 Bennett Rd, Homer, GA 30547
	\$ <u>720<sup>00</sup></u>
	Lump Sum Price per Load to White Oak Landfill at 3898 Fines Creek Rd, Waynesville, NC 28785
	\$ <u>500<sup>00</sup></u>

or

**MSW DISPOSAL SITE (5-YEAR TERM)**

Include all cost in pricing (i.e.) including but not limited to and Federal, State or Local taxes and fees.

Item	Unit Cost *
<p>MSW Disposal Data is in Section 2.1 of the RFP</p>	<p>Landfill Service – Include all taxes and fees in price</p> <p>Lump Sum Price per ton to R&amp;B Landfill at 610 Bennett Rd, Homer, GA 30547</p> <p>\$ _____</p> <p>Lump Sum Price per ton to White Oak Landfill at 3898 Fines Creek Rd, Waynesville, NC 28785</p> <p>\$ _____</p>



See table 2.3 for corresponding number sites



STATE OF NORTH CAROLINA

COUNTY OF JACKSON

DRAFT AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, by and between COUNTY OF JACKSON, a body politic and subdivision of the State of North Carolina, whose address is 401 Grindstaff Cove Road, Suite A207, Sylva, N.C. 28779, hereinafter "Jackson," and \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter "Contractor."

WITNESSETH

WHEREAS, Jackson desires that Contractor perform certain services \_\_\_\_\_ [describe services here]; and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to perform the services as set forth in the attached Scope of Work, which is attached and incorporated herein by reference (hereinafter the "Services"), in accordance with the terms of this Agreement.
2. FEE AND PAYMENT SCHEDULE. Jackson shall pay Contractor \_\_\_\_\_ [insert payment amount] \_\_\_\_\_ for performance of the Services. Contractor shall invoice Jackson for Services after all the Services described in Section 1 herein are complete. Payment is due within thirty (30) days of receipt of an accurate invoice by Jackson's Finance Division. Notwithstanding anything herein to the contrary, the amount expended pursuant to this Agreement shall not exceed \_\_\_\_\_.
3. WORK SCHEDULE. Contractor shall complete all of the Services described in Section 1 herein within \_\_\_\_\_ weeks of the Effective Date.
4. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of \_\_\_\_\_ [insert agreement time length] \_\_\_\_\_. Jackson may terminate this Agreement at any time, without cause, by notification to Contractor in writing. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Jackson.
5. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Jackson. Contractor further acknowledges that Jackson is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

- E. Jackson 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.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify Jackson's County Manager at 401 Grindstaff Cove Road, Suite A207, Sylva, NC 28779, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Jackson, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: \_\_\_\_\_  
 Contract #: \_\_\_\_\_

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Jackson County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Jackson County  
 Attention: Don Adams, County Manager  
 401 Grindstaff Cove Road, Suite A207  
 Sylva, NC 28779

- 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.

8. INDEMNIFICATION. Contractor agrees to protect, defend, indemnify and hold Jackson, its officers, employees and agents free and harmless 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 whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

9. DECLARATION BY CONTRACTOR. Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

10. FEDERAL, STATE, AND LOCAL TAXES. Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Jackson on behalf of Contractor or the employees of Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

21. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

22. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Jackson to terminate this Agreement, without penalty, upon notice to Contractor.

23. IRAN DIVESTMENT. Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, Jackson must require most entities with which it contracts, which would include Contractor under this Agreement, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. Contractor certifies that: (i) it is not listed on the Final Divestment List, and (ii) it will not utilize any subcontractor performing work under this Agreement which is listed on the Final Divestment List.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed.

ATTEST: COUNTY OF JACKSON

BY: \_\_\_\_\_  
Angela M. Winchester, Clerk to the Board

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
[Contractor Business Name]

BY: Kinsland Services Inc.

BY: Ray D Kinsland

PRINTED NAME: Ray D Kinsland

DATE: 11-20-23