



**TOWN OF BERMUDA RUN
REQUEST FOR PROPOSALS
SOLID WASTE/RECYCLING COLLECTION SERVICES**

Point of Contact:

Andrew Meadwell, Town Manager

120 Kinderton Blvd, Suite 100

Bermuda Run, NC 27006

Phone: 336-998-0906

Email: ameadwell@townofbr.com

November 3, 2023

DEADLINE FOR SUBMISSION OF PROPOSALS:

1:00pm (EST) December 1, 2023

REQUEST FOR PROPOSAL (RFP)
SOLID WASTE COLLECTION SERVICES
PROPOSAL RESPONSE FORM

THIS PROPOSAL IS SUBMITTED TO THE TOWN OF BERMUDA RUN FOR SOLID WASTE COLLECTION SERVICES BY:

FIRM NAME: _____

ADDRESS: _____

_____ ZIP _____

TELEPHONE: _____

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE

I, the authorized representative set forth above hereby present this proposal on behalf of the firm set forth above, which does hereby certify that the information provided in the proposal is accurate and hereby agrees to provide the services as proposed if awarded the contract.

SIGNATURE

PRINTED NAME

DATE



Proposers Name:**Solid Waste Services**

Proposer must fill in all proposed pricing. Prices are for all services identified within the RFP. All unit prices shall be rounded to the nearest cent. Unit numbers provided are for evaluation purposes only; the Town makes no guarantee as to the number of units to be serviced. **Prior to contract execution a final unit count will be established.**

2024-2025 Estimated Numbers:

House Count: 1,500 (Minimum)

Dumpsters at Condos (weekly/bi weekly service depending on location):

(8-yard dumpster service at 2 locations totaling 60 units)

Category	Description	Cost Per Unit Per Month	Rental Fee Per Cart/Dumpster Per Month)
House Count= ~1,500 minimum	Residential Weekly Trash Service	\$ _____	\$ _____/month
	Residential Recycling Service (EOW)	\$ _____	
Condo Dumpsters			
	Trash Service – 8CY	\$ _____ 1pu/wk \$ _____ 2pu/wk \$ _____ 3pu/wk \$ _____ 4pu/wk	\$ _____/month
Cart delivery at start of contract	New Cart delivery to residents		
Totals			
Bulk Items			
Pick-Up (Fall and Spring) Approx. 80 tons per event	Disposal Service for all residential units.	\$ _____	
E-waste (Spring) Approx.. 8.14 tons Currently provided at no cost	Provided at no cost	\$ _____	
Totals			
Annual Cost			

Daily Reporting Requirements

A route summary report shall be provided that informs the Town of any misses or areas missed. This shall be provided via email to the Town Manager in order to respond to any public inquiries. This can be submitted by summarizing the vehicle's GPS audit. The Town also requests a daily report of any cans that need servicing as noticed by route drivers or residents contacting the contractor directly.

This is further detailed in 5.21

Condo location details:

1. Kinderton Residential: Town Park Drive. —2dumpsters

Town of Bermuda Run

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Attachment A: Proposed Solid Waste and Recyclables Collection Agreement

Attachment B: Current Collection Day Map

(1) INTRODUCTION AND BACKGROUND

The Town of Bermuda Run ("Town") is seeking a qualified contractor to perform solid waste collection ("MSW") services and undertake other obligations set forth in this Request for Proposals ("RFP"). The Town intends to provide curbside, limited back/side door, solid waste, recycling material and other specified services for its residents. These include single properties and specified condominium units. Respondents to this RFP (each a "Proposer" or "Contractor") will be bound through a contract (the "Contract") to the terms and conditions of this full RFP. The Contract shall contain terms and conditions substantially similar to those set forth in the RFP (see appendix A). Any proposed revisions to the RFP must be submitted as part of the Proposer's proposal and must be clearly marked or listed as revisions to the RFP. The Town may reject any proposed revision to the RFP or declare the proposal nonresponsive if the Town determines that the proposed revisions constitute a material change to the RFP's service or performance requirements. Material revisions to RFP response after the proposal submission deadline will not be considered.

Currently, the Town provides solid waste collection and related services to residents through a private sector solid waste management company. The Town is located within Davie County, North Carolina. The 2023 house count totaled 1,500 addresses. Solid Waste and Recyclables are collected from all producers currently through roll-away carts.

The successful Proposer will be required to perform those services set forth in the RFP. Proposers are responsible for familiarizing themselves with the Service Requirements and the Service Locations. Proposers are solely responsible for inspecting / reviewing locations prior to submitting a response to the RFP to be fully aware of the scope of services required. Failure to inspect or conduct other due diligence will not relieve the successful Proposer from performing in accordance with this RFP.

a. Request for Proposal (RFP) TERMS AND FORMALITIES

1.1 Proposal Overview.

This RFP requires a Proposal that addresses Municipal Solid Waste Collection Services. The successful Proposer must include all facilities, labor, materials, equipment, and supplies to perform the Services as specified in this RFP.

This RFP is comprised of the base RFP and documents those exhibits incorporated herein, and any addenda released before Contract award. All exhibits and addenda released for this RFP in advance of any contract award will be incorporated herein by reference. By submitting a proposal, the Proposer agrees to meet all terms and conditions stated in this RFP and within the Sample Contract form (Attachment (A)). If a Proposer is unclear about a requirement or specification or believes a change to a requirement would allow for the Town to receive a better proposal, the Proposer should submit a question during the question-and-answer period.

1.2 Term of Contract: (Five (5) Year Term).

It is the Town's intent to enter into a single, exclusive solid waste services agreement ("Contract") with a selected Proposer to provide the Service Requirements, as set forth

in this RFP. The Town will award the Contract to the Proposer the Town determines to be in the best interests of the Town. The Town intends to enter into a Contract with one five (5) year term.

The term of the agreement shall commence on July 1, 2024 and terminated on June 30, 2029 (the "initial term") unless the agreement is terminated earlier by Town Council as herein provided. This agreement may be renewed for two (2) or more successive two (2) year terms (the "renewal terms") upon mutual agreement of the parties at the rates contained herein (as may be adjusted provided herein) no less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term. The terms and conditions of this agreement may be modified upon mutual consent in writing of both the Contractor and the Town.

1.3 ***General Scope of RFP.***

1.3.1 This RFP serves two functions: (1) to advise potential Proposers of the Town's needs and expectations; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the RFP shall be enforceable as contract terms in accordance with the Contract award. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions.

1.3.2 In determining whether proposals should be evaluated or rejected, the Town will take into consideration the degree to which Proposers have proposed or failed to propose solutions that will satisfy the Town's needs as described in this RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Proposer from consideration. However, failure to comply with any single requirement may result in the Town exercising its discretion to reject a proposal in its entirety.

1.4 ***Questions, Corrections, and Addenda to the RFP/ Pre-Proposal Meeting.***

All questions regarding this RFP, the Services identified herein, or any request for additional data or information must be submitted in writing by November 13, 2023 at 3:00pm. All questions **must** be sent via email to the Town Manager, Andrew Meadwell at the following address: ameadwell@townofbr.com. All official RFP addendums and/or corrections will be posted on the Town website <https://www.townofbr.com/>.

Proposers who submit a notice of intent to propose by email to the following address: ameadwell@townofbr.com will receive any addenda by email as a courtesy. However, the Town will not be responsible for emails that are delayed, not sent, or not received. Each Proposer is responsible for ensuring it has reviewed all RFP Addenda, and the Town is not responsible for technological or other problems that might prevent the Proposer from accessing or reviewing the RFP Addenda.

All Proposers shall attend a **mandatory** pre-proposal meeting. This will be offered both in person and via zoom. The purpose is to discuss the submitted questions and provide

answers. The preproposal meeting will be conducted jointly with the Village of Clemmons at 10:00am at Clemmons Village Hall located 3715 Clemmons Road Clemmons, NC 27012 on November 17, 2023. A zoom link may be requested by emailing Andrew Meadwell at ameadwell@townofbr.com.

The dates for question submittal and pre-proposal meeting are below in 1.5.

1.5 ***Submission of Proposal & Schedule.***

Deadline for Submission of Proposals: December 1, 2023 at 1:00 PM

Proposals must be sealed, appropriately marked and submitted in hard copy. Electronic responses by email will also be considered. It is preferred for the submitter to submit in both formats.

Proposals must be addressed as follows:

*PROPOSAL: Residential Solid Waste Services
Town of Bermuda Run
Attn. Andrew Meadwell, Town Manager
120 Kinderton Blvd, Suite 100
Bermuda Run, NC 27006*

Electronic submittals must be emailed to ameadwell@townofbr.com

All proposals must be physically delivered to the office address listed above or received via email on or before the proposal deadline regardless of the method of delivery. All risk of late arrival due to unanticipated delay; whether delivered by hand, U.S. Postal Service, courier or other delivery service, is entirely on the Proposer. Any proposal received after the proposal submission deadline will be rejected.

For hard copies, please submit three (3) sets of signed, original proposal and one (1) electronic copy. The electronic copy of the proposal must be provided on a separate flash drive. The files must not be password protected, must be in .PDF or .XLS format, and must be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Proposers are to submit written proposals which present the firm's qualifications and understanding of the Service Requirements. The proposal should be prepared simply and economically and should provide all the information which the Proposer considers pertinent to its proposal and qualifications for the project. Emphasis should be placed on completeness of services offered and clarity of content. **Proposals should not exceed fifteen (15) pages total.**

Request for Proposals (RFP) Timeline

Proposal Release Date:	November 3, 2023
Questions Due:	November 13, 2023
Mandatory Pre-Proposal Meeting (in person & zoom):	November 17, 2023

The preproposal meeting will be conducted jointly with the Village of Clemmons at 10:00a at Clemmons Village Hall located at 3715 Clemmons Road Clemmons, NC 27012 on November 17, 2023. The zoom link is available by emailing a request to Andrew Meadwell, ameadwell@townofbr.com

Addendum Issued (if applicable):	November 21, 2023
Proposals Due:	December 1, 2023 at 1:00pm
Proposal Opening:	December 4, 2023
Selection/Contract Arbitration & Preparation:	December 11, 2023
Contract Approval:	January 9, 2024
Contract Work Begins	July 1, 2024

1.6 ***Pricing.***

Proposal price shall constitute the total cost to the Town for complete performance in accordance with the requirements and specifications herein, including all applicable charges related to handling, administrative and other similar fees. Proposer shall not invoice for any amounts not specifically allowed for in this RFP and the Contract. Proposer's pricing structure must be included in Proposer's response to this RFP. All Pricing will be based on Unit Count as provided by the Town and Unit Rate / Pricing.

1.6.1 **Pricing and Invoicing: Additional Services – (Subscription Accounts)**

Additional Services: Residential and condominium Units may request additional services that exceed the Town provided services (example: extra carts). The Proposer pricing structure and rates for subscription of additional requested services shall be at the established Town rates/prices. The additional subscription services requested shall be invoiced/billed by the Proposer directly to the Customer.

1.7 ***Route Audit.***

Within the first sixty (60) day period of the contract, the Proposer shall perform a comprehensive route audit for all areas served. The route audit will include:

- Physical Addresses for All Service Locations

The comprehensive route audit will be provided to the Town within 90-day period of the contract.

The current collection day schedule is attached is Tuesdays in Kinderton Village Residential and Wednesdays in Bermuda Run East and Bermuda Run West-See Attachment B.

1.8 ***Proposer Due Diligence.***

- 1.8.1 It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work from the Town or through its own independent assessment.

1.8.2 The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other document, or to acquaint themselves with existing conditions, shall in no way relieve the Proposer of any obligations with respect to this RFP. Proposers shall make their own determination as to conditions, under which the Services will be provided, and each shall assume all risk and responsibility and shall complete the work in and under conditions the Proposer may encounter or create, without extra cost to the Town.

1.9 ***Legal Compliance.***

All applicable North Carolina laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Services, as amended from time to time, shall apply to this RFP and the Contract throughout, and they will be deemed to be included in this RFP and the Contract as though written out in full in the Contract.

1.10 ***Non-Discrimination.***

The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated equitably during employment without regard to their race, color, religion, sex, age, disability or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.11 ***Modification or Withdrawal of Proposal.***

A Proposer may withdraw a proposal by written notice to the proposal submission address prior to the proposal submission deadline. A Proposer may not withdraw or modify its proposal after the proposal submission deadline.

1.12 ***Trade Secrets.***

The Town will maintain confidential trade secrets that the Proposer does not wish disclosed only to the extent allowed by N.C. law, including without limitation North Carolina G.S. §§ 66-152 and 132-1.2 et seq.

1.12.1 Cost information shall not be deemed confidential under any circumstances. Regardless of what a Proposer may mark, indicate or label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with North Carolina G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Proposer that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under North Carolina G.S. §132-1.2. Vendors are urged and cautioned to

limit the marking of information as a trade secret or as confidential as much as possible.

1.13 *Prohibited Communications.*

During the time the procurement is active - from the date the RFP is issued through the date the Contract is awarded - each Proposer submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside the Town (including elected officials and the Town's contracted consultants) if the communication refers to the content of Proposer's proposal or qualifications, the contents of another Proposer's proposal, another Proposer's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract.

1.13.1 A Proposer not in compliance with this provision shall be disqualified from contract award, unless it is determined in the Town Manager's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of Town would not be served by the disqualification. A Proposer may be disqualified if its subcontractor and supplier engage in any of the foregoing communications during the time that the procurement is active. Only those discussions, communications or transmittals of information authorized or initiated by the Town for this RFP or general inquiries directed to the Town regarding status of the RFP (prior to proposal submission) or the status of the Contract award (after submission) are excepted from this provision.

1.14 *Pre-Contract Expenses.*

In no event shall the Town be liable for any expenses incurred in the preparation of a Proposer's proposal or any other expenses incurred prior to execution of a Contract by both parties.

1.15 *Proposer's Warranties and Representations.*

1.15.1 Proposer warrants and represents that it will provide qualified personnel to provide Services under the Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry.

1.15.2 Proposer represents that it can fully furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Proposer to provide and deliver the Services.

1.15.3 Proposer warrants and represents that it has not and will not enter any agreement with a third party that may abridge any rights of the Town under this RFP or the Contract.

1.15.4 Proposer warrants and represents that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Proposer has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Proposer that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

1.16 ***Disqualification of Contractors.***

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal:

- Evidence of collusion among Contractors.
- Lack of competency as availed by financial statements, experience or equipment statements as submitted or other factors.
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or investigated by the Town.
- Default on a previous Town contract for failure to perform.
- Submittal of fraudulent information or misrepresentation of the Contractor's capabilities and experience.

(2) **PROPOSAL FORMAT**

The proposal consists of three parts and should not exceed fifteen (15) pages:

1. **Proposal Response Form** submitted using the form included in the front of this RFP.
2. **Cost/Fee Proposal Form** submitted using the form included in the front of this RFP.
3. **Technical Proposal** containing the tabs as required below.

Proposers must submit the Proposal Response Form and the Cost/Fee Proposal Form included in the front of this RFP.

(3) **TECHNICAL PROPOSAL**

The Technical Proposal will be evaluated based on the following tabbed information:

TAB 1 – EXECUTIVE SUMMARY

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who

will be authorized to make representations for the Proposer, their title(s), address(es), and telephone number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – EXPERIENCE AND PAST PERFORMANCE

Proposer should clearly and succinctly demonstrate its experience in providing the services requested in this RFP. This section of the proposal must, at a minimum, include the following information:

- a) **Qualifications and Resumes:** Proposer should demonstrate the company's qualifications and experience to perform the services specified herein. Proposer should demonstrate that key personnel have at least five (5) years of experience providing the services requested herein. Key personnel include the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions, as well as individuals directly responsible for services provided to the Town.
- b) **Service Performance and References:** Proposer should demonstrate its relevant experience successfully providing solid waste, and recyclables roll cart collection, rollout cart management and dumpster services to residential customers. Proposer should provide four (4) references, preferably public-sector customers from North Carolina, for which the Proposer is or has provided services similar to those required herein. Proposer should provide any additional, relevant information to demonstrate the quality of its services.
- c) **Service Transition History:** Proposer should demonstrate its experience with transitioning into providing collection service to residential customers by supplanting another provider. Proposer should provide any additional, relevant information to demonstrate successful ability to transition services.

Proposer should identify its service transition project manager for the Town. Proposer should demonstrate that the service transition project manager for this Contract has experience providing successful service transitions.

- d) **Non-Performance History:** Proposer should document its past performance history by providing a description of all criminal actions against the Proposer pertaining to solid waste services during the last five (5) years. Proposer should also document all civil actions, losses of service contracts, bid bond claims, performance bond claims or liquidated costs related to solid waste services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Proposer during the last five (5) years. For each such occurrence, Proposer shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable;

criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. Performance history may be limited to North Carolina; however, if Proposer has no existing service history within North Carolina, then nationwide performance history must be submitted. If there are no such actions, Proposer should so state.

- e) **Financial Capability:** Proposer shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP, by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Proposer should either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If the financial information provided is not to the Town's satisfaction, the Town reserves the right to request additional information.
- f) **Previous Experience:** Proposer shall identify if it has previously provided services for the Town, what services have been provided, and the term of such services. Any previous partnership with the Town will be evaluated and considered as part of the qualification criteria.

TAB 3 – SCOPE OF WORK PROPOSAL

Proposer should clearly describe in sufficient detail how it will perform the Services required in this RFP. The Town is looking for proposals that maintain a **high level of customer service** while maximizing efficiency and cost-effectiveness. This section of the proposal should, at a minimum, include the following information:

- a) **Collection Services:** Proposer should explain how it plans to provide collection services at least as comprehensive as those services currently being provided by the Town as described in this RFP. At a minimum, Proposers should describe the primary methods by which the Services will be provided; a list of the types (make and model) and number of vehicles that would be used to provide collection services; number of routes, number of collection staff; how materials would be handled following collection; customer service process including number of staff; and any other details pertinent to fulfilling the requirements of this RFP.
- b) **Customer Service:** Proposer should explain how it plans to maintain customer service and satisfaction throughout the Contract term, including the ability to submit the requested daily and monthly reports and supply of cans.
- c) **Transition Management:** Proposer should explain how it plans to manage the transition into providing these services. Solutions for potential critical path issues should be identified such as anticipated delay in receiving, vehicles, acquiring labor, delivering carts, etc.

- d) **Information Management:** Proposers should describe in detail how it plans to record, manage, and report information.
- e) **Organization:** Proposer should include a project organization chart indicating titles and total number of personnel that would be devoted to work resulting from this RFP. Proposer should identify any subcontractors it intends to employ and describe the specific work that would be performed by each subcontractor.

The Proposer is encouraged to provide additional information that the Town should consider to accomplish its objectives.

(4) **SELECTION PROCESS**

- 4.1 The award will be made to the Proposer submitting the proposal which is in the best interest of the Town. The Town Council must approve the offer of a contract, though the Town Manager will be the prime point of contact for the Town during contract discussions with the Proposer leading up to the contract award by the Town Council.
- 4.2 After the Town Manager has considered all proposals, he will rank the Proposers in the order of their ability to deliver the required level of service to the Town at a fair price. The Town Manager will then begin contract discussions with the proposer with the highest rank. If those discussions are not successful, the Town Manager will begin contract discussions with the Proposer who ranks the next highest. This process will continue until the Town Manager is ready to make a recommendation to the Town Council to award a contract to a proposer.
- 4.3 In the event all proposals exceed the Town's budget for the service, the Town reserves the right to modify the terms of the RFP during contract discussions in an effort to enter a contract that will provide the essence of the Town's requirements for MSW waste collection, hauling and disposal within its budget. Additionally, if the Town and selected contractor mutually agree, terms of the RFP may be modified to accomplish cost savings or improved efficiencies.

(5) SERVICE REQUIREMENTS

Proposer shall provide the collection services (as determined by the Town) described below within the Service Area in accordance with this RFP and the final Contract. All residential services (household trash and recycling) shall be accomplished on the same service day.

5.1 The Service Area

Defined by the Town's Municipal Boundaries;

5.2 Collection Services

Proposer shall provide the following services as designated by the Town:

- Residential Municipal Solid Waste (MSW) Collection – Weekly
- Residential Solid Waste & Recycling Back Door Service or “Corral” – (locations as identified by the Town)
- Residential Recycling Collection – Every Other Week (EOW)
- Town Dumpster Trash collections for condo facilities—(as identified by the Town, sites are weekly. Town will provide details.)

5.3 Residential Municipal Solid Waste (MSW) Collection-Weekly

Proposer shall provide weekly curbside collection service of MSW to Residential Units (containerized trash) 96-gallon capacity roll-out cart owned by the contractor located within the Service Area. Proposer shall provide and utilize appropriate collection equipment to collect and deliver MSW to the designated landfill disposal facility.

The MSW Rollout cart, bags or trash containers must be placed curbside or no more than five (5) feet from the street or alley.

The Contractor shall exercise all reasonable care and diligence to ensure that Roll- Out and Recyclables Carts are not damaged by its collection vehicles while providing collection service.

5.4 Provision & Maintenance of Roll Out Carts and Recycling Carts

Except as otherwise provided for in this Agreement, the Proposer will be responsible for delivering Roll-Out and Recyclables Carts to Customers, and delivering replacement Roll-Out and Recyclables Carts for those which are lost, stolen, damaged or worn beyond their useful life. The Proposer will also be responsible for repair of all Roll-Out and Recyclables Carts.

Initial cart delivery shall be the responsibility of the contractor.

5.5 ***Residential Back/Side Door or Corral Municipal Solid Waste (MSW) Collection-Weekly***

The Town may review requests for back/side door service. If approved, the Town will notify the Contractor to start the service on the next regularly scheduled collection day.

Proposer shall provide and utilize appropriate collection equipment to collect and deliver MSW to the designated landfill disposal facility. The MSW must be containerized in trash containers or bags.

The Contractor shall not receive special payment for this service. This service shall be limited to a maximum of 5 percent of the total collection points serviced by this Agreement.

On a regular basis at its discretion, the Town will re-confirm the need for back/side door collection. However, if the Contractor has reason to believe that back/side door collection is no longer required at any Residential Unit, the Contractor shall notify the Town. The Town will investigate and confirm the need for back/side door collection and notify the Contractor of the result of the investigation and whether the service is to be continued or discontinued.

5.6 ***Dumpster Service for Municipal Solid Waste (MSW) at Identified Condominium Facilities***

The Town estimates that the number of Town Serviced Facilities with Dumpsters to be initially serviced under the Contract to be one (1) location with two (2) dumpsters of eight (8) cubic yard capacities.

The Proposer will rent dumpsters to these sites at rates specified in the contract. The Proposer shall provide exact specifications, model or type, and manufacturer, of all dumpsters for the Town's approval. The Town's authorized representative shall have final approval of the color, markings, and decals on the dumpsters. Only dumpsters approved by the Town shall be used by the Proposer in providing collection services.

Proposer will empty dumpsters for trash and garbage serving identified condominium facilities on a weekly schedule. Some sites may have a different collection schedule and those will be identified by the Town.

5.7 ***Residential Recycling Collection – Every Other Week (EOW)***

Proposer shall provide EOW curbside collection service of recyclables to Residential Units in 96 gallon roll-out carts, located within the Service Area. Contractor shall provide and utilize appropriate collection equipment to collect and deliver Recyclables to the designated recycling facility.

The recycling containers must be placed curbside or no more than five (5) feet from the street or alley.

5.8 ***Residential, Back/Side Door, or Corral Recycling Collection – Every Other Week (EOW)***

Proposer may provide off-street Collection of Recyclable Materials utilizing One (1) 96 gallon rollout cart per Section 5.5 above. Proposer shall provide new roll-out carts for all backdoor, side door and corral locations. The point of Collection for off-street service shall be the back or side yard, corral or such other location as is mutually agreeable to the Proposer and the customer. In the event the appropriate location cannot be agreed upon, the Town shall mediate the dispute and designate the location for Collection. Proposer shall provide off-street service on the same Scheduled Collection Day that Residential Curbside Service would otherwise be provided to the Residential Curbside Service Unit.

5.9 ***Minimize Contamination of Recyclables***

Proposer also shall exert its best efforts to minimize contamination of recyclables by cooperating with the Town to educate and inform customers concerning acceptable recyclables; by exercising reasonable care to avoid collecting contaminated recyclables; and by properly notifying customers and the Town when contaminated recyclables are set out by a customer. The Town's authorized representative may from time to time amend the list of program recyclables.

5.10 ***Non-Collection Recycling***

Proposer shall not be required to collect any Recyclable Materials that are not placed in recycling containers. In the event of non-collection, Proposer shall affix to the recycling container, a Non-Collection Notice explaining why Collection was not made. Proposer shall maintain a record of the address of any Residential / Business Curbside Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, and such notice is to be provided to Town and a work order issued for resolution.

5.11 ***Service Modifications and Associated Charges/Fees***

The Proposer shall not make any Service Modifications to any services within this Proposal. Any modifications to the service levels which would be billable to the Town must have prior approval of the Town.

Residential and serviced Condominium Units may request additional services: additional rollout carts, change in dumpster size or frequency of service. The Units location is responsible for any charges as related to the additional services. The Proposer shall directly invoice the related charges to the Producer. The additional charges will be per the Proposer/Town agreed upon fees.

The Town shall not be invoiced for any additional services without prior written Town approval.

5.12 ***Routes and Schedules***

Collection routes shall be established to ensure that Solid Waste and Recyclables collected pursuant to the RFP and Contract are accomplished weekly.

Collection routes shall be established to ensure that Solid Waste and Recyclables collected pursuant to the Contract **are not** comingled with any other jurisdictions.

Proposer shall provide the Town with schedules of collection routes in map, available and text formats (printed and electronic versions), with addresses and services provided, no later than one (1) months prior to the Contract Commencement Date.

Proposer shall inform the Town in writing at least **sixty (60) days** in advance of any proposed changes to routes or schedules during the term of the Contract.

In the event that changes in routes or schedules alter the day of pickup, the Proposer shall notify each customer affected by the change with a Town-approved printed announcement at least thirty (30) days prior to the effective date of the change and each week up to the day of change (example to be used: door hangers). The Contractor shall be responsible for the full cost and provision of notification to all residents affected by any change in routes or collection schedules, which has been approved by the Town, which alters the day of collection. The Contractor shall submit a notification plan for the Town's review and approval, at the time of submittal of any request for collection day changes. The notification plan shall outline the process recommended by the Contractor. Such notice shall include the reason for the change and a Contractor telephone number and e-mail address to contact if further information is desired.

5.13 ***Route Order***

The Contractor shall always collect each route in the order approved by the Town. Route maps are used by the Town to document and monitor areas to be collected in order to provide good customer service to the public and to respond to Customer complaints and reported collection misses. Should there be an equipment failure reported to the Town, the Contractor may request authorization from the Town for a temporary route change.

Should the Contractor collect waste in any other order without obtaining approval of the Town according to section 5.13, and without providing notification to affected residents before the change, the Contractor shall pay the Town Damages of five hundred dollars (\$500) per route for each daily occurrence.

5.14 ***Hours of Collection & Holidays***

Proposer shall provide all specified residential collection services between the hours of 6:00 a.m. and 6:30 p.m. All routes shall be completed on the regular service day, unless the Proposer has notified the Town Manager or Designee via email that conditions, including weather, make collection at the scheduled time impossible and receives approval to extend the hours of collection. A route shall be deemed **incomplete if two percent (2%)** or more of the customers on the route did not receive regularly scheduled collection services.

Proposer shall determine Holiday Schedule with make-up holiday collections shall be scheduled on the off-day or on another day within the same week as the holiday according to Town directive. When two holidays fall within the same week, make-up holiday collections must be scheduled to provide customers with at least one (1) Solid Waste collection weekly and Bi-Weekly (EOW) for Recyclables collection.

Contractor shall provide adequate resources to collect the increased holiday waste loads during the weeks following the Christmas and the New Year holidays. In the event of a delay by the Contractor, the contractor shall collect extra bags of refuse placed outside the roll out carts.

In the event of an emergency, collection services may be scheduled at times not otherwise permitted, provided the Proposer has received prior written approval from the Town Manager.

5.15 **Vehicles**

Proposer shall provide an adequate number of vehicles that are compatible (in size and weight) with, and appropriate for, the areas where such vehicles are to be utilized to collect Solid Waste, and Recyclables as specified herein. Vehicles shall comply with the following specifications:

- (1) All vehicles required to provide the services specified herein shall be on hand and in good working order.
- (2) All of the Proposer's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's hopper area during loading and transport operations.
- (3) All vehicles shall be kept in clean condition at all times.
- (4) All vehicles shall be licensed in the State of North Carolina and shall operate in compliance with all applicable state, federal, and municipal regulations.
- (5) All vehicles shall be manufactured and maintained to conform to ANSI Standard Z245.1.
- (6) Collection vehicles shall be painted a uniform color and exterior paint and markings must be kept in good condition.
- (7) Each vehicle shall be serially numbered in lettering at least five (5) inches high and shall also bear the name and phone number of the Proposer plainly visible on both sides of the vehicle.
- (8) All vehicles shall be sufficiently secure so as to prevent littering of any material and leakage of fluid. No vehicles shall be willfully overloaded.

- (9) Each vehicle shall be equipped at all times with all safety supplies, equipment, and first aid supplies required by Applicable Law; fire extinguisher; heavy-duty broom, rake, and large dustpan; spill response kit; audible back-up warning devise.
- (10) Only advertising approved by the Town for promoting the collection programs shall be permitted on vehicles.

Proposer shall also have on hand and maintain sufficient reserve collection vehicles. The use of reserve vehicles shall include, but not be limited to, occasions when frontline vehicles are out of service, or when unanticipated delays will prevent frontline vehicles from completing the collection route(s) within the established hours of collection. Reserve vehicles shall be in service within two (2) hours of any breakdown or delay of frontline vehicles. Reserve vehicles shall be similar in size and capacity.

The Town reserves the right during the term of the Contract, with reasonable notice to the Proposer, to inspect the Proposer's service facility and vehicles providing services to the Town under the Contract.

The Town shall not be liable to Contractor for any damage to Contractor's collection vehicles or injury to Contractor's personnel, or any other damage or injury, as a result of a Hot Load.

5.16 ***General Requirements***

Proposer shall be responsible for providing high quality service to all customers and the Town. The Proposer shall coordinate with the Town to ensure that high quality service is maintained throughout the term of the Contract, including monthly meetings with the Town Manager or his/her designees as requested by the Town.

Proposer shall collect Municipal Solid Waste/Household Trash (MSW), and Recyclables separate from each other, and shall not combine loads of different material types.

Proposer shall be responsible for all disposal and processing costs, and in addition to liquidated damages.

Proposer's employees shall make collections with minimum noise and disturbance to residents, businesses as possible, shall be courteous at all times, and shall not use loud or profane language.

Proposer shall exercise all reasonable care and diligence in the collection process.

- Rollout Carts or Containers shall be completely emptied.
- Rollout Carts or Containers placed in an upright position at the point where collected.
- Rollout Carts or Containers shall not block driveway access.
- Rollout Carts or Containers shall not block or cause obstruction to sidewalks.
- Rollout Cart or Containers falls over, the operator must immediately set it upright.

Proposer's employees shall follow established walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property lines to the adjoining property, and shall not disturb or tamper with property not connected with their contractual duties.

Proposer's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

Proposer acknowledges that collection points on right-of-ways are frequently co-located with utility easements. Therefore, particular attention shall be given to the location of mail boxes, water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use the easement does not abrogate Proposer's responsibility to exercise caution in relationship to the property of other authorized users.

Proposer shall promptly repair or have repaired at no cost to the Town or to the property owner any damage caused by its operations. If such repairs are made by or at the direction of the Town or property owner, the Proposer shall reimburse the Town or property owner for such repairs. The Town Manager shall be notified immediately of any property damage. As between the Town and the Contractor, the Contractor shall retain full responsibility for all claims of damage to private property caused by the negligence or willful misconduct of the Contractor.

Proposer shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection and transport of materials shall occur. During transportation, all collected materials shall be contained, tied, or enclosed to prevent leaking, spilling, and blowing.

In the event of any confirmed spillage/leakage/blowing from a Proposer's vehicle, Proposer shall immediately, at least by the end of the same day, clean up all spillage/leakage/blowing at no cost to the Town. Proposer is fully responsible to clean such spills, leaks, or blown materials per local, state and federal regulatory standards and to the satisfaction of the Town Manager up to, and including resealing or resurfacing depending on the severity of the damage. If the Proposer can satisfactorily prove to the Town Manager that the responsibility for the spillage/leakage/blowing belongs to a third party, then Proposer will not be responsible for the cleanup.

Proposer shall use competent, qualified, sober, drug-free personnel to provide collection services pursuant to this Agreement. Employees shall adhere to a no smoking policy while performing services for the Town. Proposer shall devote sufficient personnel, time, and attention to its operations to ensure that its performance will be satisfactory to the Town. The Contractor shall not employ any person who repeatedly engages in misconduct or is incompetent or negligent in the due and proper performance of his or her duties under this Agreement. The Contractor shall furnish such supervision, labor, and equipment as is considered necessary for the fulfillment of the services in an acceptable manner at a satisfactory rate of progress.

Proposer's employees shall wear company uniforms clearly labeled with the name of the Proposer and the employee. Employees shall wear shirts at all times, but when weather conditions so require, employees may wear t-shirts with the Proposer's logo prominently

displayed. In lieu of uniforms, temporary or leased labor may wear brightly colored safety vests with the Proposer's logo prominently displayed. Clothing will be as neat and clean as circumstances reasonably permit.

All of Proposer's employees shall be qualified and appropriately trained for the tasks assigned to them. Proposer shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of the Contract and all Applicable Law. The Town has the right to review Proposer's training records.

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License issued by the State of North Carolina for the class appropriate to the weight of the vehicle being driven. The Town reserves the right to require the Contractor to provide proof of compliance with federal laws regarding Commercial Driver's Licenses, specifically information regarding drug testing.

The Contractor's employees, officers, agents, and subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of the Town.

Proposer shall obtain, at its own expense, all permits and licenses required by Applicable Law and maintain same in full force and effect. Any revocation of Proposer's licenses or permits shall be reported to the Town's authorized representative within three (3) business days.

The Contractor shall immediately notify by telephone the Town Manager of all vehicular accidents in which there is serious personal injury or a fatality. The Contractor shall notify the Town Manager or Designee of all other accidents in a timely manner.

5.17 *Collection Impediments*

A number of collection impediments may require special effort by the Contractor to provide collection service. Collection impediments of any type, in any portion of the Service Area including streets and alleys, shall not result in disruption of collection service. When conditions require special efforts to complete collection service, the Contractor shall make these additional efforts at no additional cost to the Town. If this special effort requires the distribution of additional Roll-Out Carts due to an unavoidable delay in collection services, the Proposer will distribute them and will notify the affected Customers.

If the impassability of the street or alley due to extreme weather conditions is anticipated to last for only one or two scheduled collection days, the Town may elect to delay collection services until conditions improve. When this occurs, the Contractor shall provide collection services as described in the approved Adverse Weather Plan. Within 30 days of approval of this Contract and by July 1 of each year the Contract remains in effect, the Contractor shall submit a written Adverse Weather Plan to the Town for review and approval.

Periodically major renovation is necessary to maintain the infrastructure of the Town. This renovation includes such activities as replacing gas, water, and sewer lines,

surfacing, or resurfacing streets, and replacing wiring for telephone, electricity, or cable television. If the Town Manager (or his designee) is notified in advance of these activities, the Town will notify the Contractor. However, it is not uncommon for work to be initiated without prior notification. An alternative collection service must be provided during this period of disruption. Each circumstance must be evaluated individually to determine the appropriate alternative. The Contractor shall notify the Town of the nature of the disruption, its location, and the Contractor's recommended alternative to provide service. The Town will either approve the alternative method or require the Contractor to use a different collection method.

When materials of any kind are placed in the street or alley in such a way that the collection vehicle cannot proceed down the street or alley, the Contractor shall immediately notify the Town. The Town will attempt to locate the individual responsible for the material and have them remove it. However, if the responsible party cannot be located immediately and the Town determines that the amount of material is too large for the Contractor to move or to collect, the Town will remove the material blocking the street or alley and the Contractor shall provide collection service as scheduled at no extra charge to the Town. If the Town determines that the Contractor should collect the material, the Contractor shall remove the material and provide collection service as scheduled at no extra charge to the Town.

If an illegally parked vehicle blocks a street or alley, the Contractor must inform the Town Manager of the situation and request removal of the vehicle. Removal of the vehicle usually occurs in a matter of hours; thus, collection must be provided on the scheduled day. If the vehicle is not removed by the end of the collection day and there is no other access to the Roll-Out Carts, the Contractor shall, upon notification to and approval by the Town, provide collection at the start of shift on the following day. The Contractor is responsible for follow-up with the Town Manager until the vehicle is removed and shall inform the Town when the vehicle is removed.

5.20 *Customer Service Standards*

Proposer shall be responsible for providing the highest quality service to all customers under the provisions of the Contract. Proposer shall promptly resolve all complaints, received from the customer or from the Town, no later than close of the next business day. When a complaint is received on a Saturday or the day preceding a holiday, it shall be resolved by the Proposer no later than close of the next business day.

Proposer shall establish and maintain, a local office or other facility at which the Proposer can respond to service inquiries and complaints received by the Town or the Proposer. The office shall be accessible to customers from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Proposer's office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to inquiries, issues, and complaints by the next business day. Proposer's office staff shall be familiar with the Town and Proposer's obligations under the Contract.

Proposer shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Messages shall be answered no later than noon the following business day. Should the answering service or answering machine be used during office hours, such as during lunch time or when all telephone lines are full, these services must be monitored regularly, so that Proposer can respond to the message within sixty (60) minutes.

Proposer shall provide to the Town a contact person's email address and cell phone number to whom the Town can report issues. It is the intent that the Town will receive calls from customers and relay those messages to the proposer.

Proposer shall establish a process, subject to the Town Manager approval, for receiving and handling emergency calls, both during and after normal operating hours. Contact information for supervisory contacts shall be maintained and updated regularly with the Town Manager & Town Finance Director.

Proposer shall keep a computerized list of all Customers associated with the Town. The computer application shall provide an accurate count of customers and services provided to the customer. All communications with the Town and/or Residence (any Customer) shall be inventoried (logged) by the Proposer. This inventoried communication weekly-monthly log will contain history of all new starts, additional service requests, complaints or inquiries with the street address and customers name if available. The Proposers response to when and how the complaint / inquiry was managed will also be readily available to the Town Employees. The Proposer may provide an alternative process to managing Customer Service Data and Information.

Service quality will, in part, be measured by the number and nature of complaints received from the Units being serviced / customers. Complaints received by the Proposer, directly from the customer or from the Town, shall be resolved no later than the close of the next business day and reported to the Town. In general, the intent is for all calls received by the Proposer or the Town staff to be routed to the Proposer and available or reported by email to the Town immediately. All complaints must be reported on a form approved by the Town, and include the following information:

- Customer's name, address, and phone number (if available);
- Route number and truck number assigned to complaint address;
- Type of service involved;
- Nature of the complaint;
- Date and time the complaint was received;
- Date and time problem occurred;
- Action taken by Proposer;
- Date and time the complaint was resolved; and
- Name of person who resolved the complaint.
- Date and Time informed the Town (Email)

If the Town or Service Unit / Customer notify Proposer of a missed collection, proposer shall return to the customer's premises before 6:00 p.m. the following day of the notification and collect all of the Household Trash (MSW), or Recyclables that have been

set out for collection. Notifications received Friday after 4:00 p.m. Friday through Sunday shall be corrected before 12:00 p.m. on Monday.

5.21 *Recordkeeping and Reporting*

Daily: A route summary report shall be provided that informs the Town of any misses or areas missed. This shall be provided via email to the Town Manager in order to respond to any public inquiries. This can be submitted by summarizing the vehicle's GPS audit. The Town also requests a daily report of any cans that need servicing as noticed by route drivers or residents contacting the contractor directly.

Weekly: Proposer shall provide copies of the previous week's weight tickets from the Designated Facilities.

Monthly: Proposer shall electronically submit a monthly report, by the fourteenth (14th) of each succeeding month, to the Town Manager or (designee), in a format approved by the Town. The Town may withhold up to twenty-five percent (25%) of the latest monthly invoice until all items required in the report are submitted to the Town. The Town will pay the balance of the invoice after the required items are provided. At a minimum, the monthly report shall include:

- a. The number of loads and weights of Residential Garbage and Bulky Waste collected and delivered to the Designated Disposal Facility per day, by route.
- b. The number of loads and weights of Residential Recyclables collected and delivered to the Designated Recycling Facility.
- c. Fiscal Year-to-date summary information of the data requested in a and b above.
- d. A narrative description of any significant operational issues during the month, including any problem loads such as hot or contaminated loads.
- e. Customer complaints – Proposer shall report all customer complaints (e.g., missed pickups). Each complaint will have a response note provided by the Proposer addressing the complaint. In addition, Proposer will provide a list of non-collection errors categorized by "citizen error" or "proposer error."
- f. Non-Collection Notices – Proposer shall identify all non-collection notices issued. At a minimum, the information shall include the date the notice was issued; customer's name and address; and the reason for issuing the notice.
- g. Incidences of personal injury or property damage, including vehicular damage to public or private property including status and/or final disposition.
- h. Revocation of any license or permits.
- i. Requests for cart replacement or repairs. This can be a summary of the month but is not intended to replace the daily reported information.
- j. Proposer shall keep accurate records of Recyclables collections made from all Residential Units, and Corrals and report to the Town monthly.
- k. If in the month of the E-Recycle annual event, the weight and report of that event.

Proposer shall provide the Town with information and records adequate to determine any information required by the Town, Davie County, or the State of North Carolina to

satisfy requirements of the Solid Waste Management Act or to obtain grant funds from the State of North Carolina or other similar funding sources.

Reports shall be prepared in a format approved by the Town and shall be accompanied by a checklist of each deliverable being submitted to the Town. Unless otherwise directed, the Proposer shall deliver all records and reports to the Town electronically.

Proposer shall provide any additional information or reports as requested by the Town Manager to monitor Proposer's performance or the Town's Solid Waste and Recycling programs.

The Town reserves the right to review and audit all records of the Proposer pertaining to the collection services.

5.22 *Designated Facilities*

Disposal & Processing Facilities

Contractor will be responsible for all Municipal Solid Waste (MSW) / Household Trash, and Recycling Materials disposal and/or processing charges as the house rate includes disposal tipping fees.

During the Term of the Contract: If the recyclables create a revenue stream, the Town shall be entitled to all monies received for the recyclable materials.

Proposer shall deliver all Solid Waste (MSW) collected to an approved facility.

Proposer shall deliver all Recyclables collected pursuant to this Contract to an approved facility.

5.23 *Transition in Service Plan*

Proposer is responsible for providing a smooth transition in services from the current provider. The selected Proposer shall minimize inconvenience to all customers served. To accomplish this objective, the Proposer shall submit a Transition Plan to the Town no later than fifteen (15) calendar days following the execution of the contract. The plan shall include a detailed description of how implementation of the Proposer's collection services will be accomplished and must meet the approval of the Town Manager.

5.24 *Payments*

The Town shall pay the Proposer, in accordance with this Section, for all collection and other services performed, less any deductions provided in the Contract.

Prior to contract execution, a final count shall be performed. Thereafter, the Town and the Proposer shall annually review and reconcile the "Customer Count Units" in January of each year of the contract. The reconciled number of units will commence in the following year, on the July billing statement.

Town .

The unit prices set forth in the Proposer's response shall apply to all services rendered by the Proposer, subject to adjustment only in accordance with the Contract.

Consumer Price Index Adjustment: On July 1 of each subsequent year during the Term, the unit prices for services billed to the Town will be adjusted based on the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U): US City Average, By Detailed Expense Category – Water and Sewer and Trash Collection Services (seasonally adjusted) in the previous year; provided, however, that the percentage adjustment shall not exceed three percent (3.0%). There will be a decrease in the rates if the CPI decreases. For budgeting purposes, the Proposer shall provide notice to the Town of the amount of the CPI adjustments for the prospective contract year in March of each year.

Adjustments for Changes in Service: The Town shall have the right, at its discretion and following at least 180 days' written notice to the Proposer, to change the frequency of collection services and, in such event, the Proposer agrees to negotiate in good faith with the Town to adjust the price for collection services commensurate with such changes in service level.

Extraordinary Rate Adjustment: Proposer may petition the Town for an adjustment of unit prices on the basis of extraordinary or unusual changes in the cost of operations that could not reasonably be foreseen by a prudent Proposer. The Proposer's request shall contain substantial evidence and justification to support the need for the price adjustment and shall be submitted to the Town Manager. The Town Manager may request from the Proposer, and the Proposer shall provide, all information as may reasonably be necessary, as determined by the Town, to make a determination of the validity of the request. The Town Manager may deny the request, in whole or in part.

Submittal of Proper Invoices: The Proposer shall submit an original invoice (or electronic invoice, if authorized), by the 25th of each month for services rendered during the previous month, to the following address:

Town of Bermuda Run
120 Kinderton Blvd, Suite 100
Bermuda Run, NC 27006

The Invoice must include:

- Name and address of the Proposer;
- Invoice date;
- Copies of all Scale Tickets (MSW and Recyclables)
- Any Additions or Deletions of Services
- Invoice number (Proposer is encouraged to assign identification number);
- Contract number;
- Contract line item number, including description, quantity, unit of measure, unit price and extended price of the item;
- Terms of any prompt payment discount offered;
- Name and address of official to whom payment is to be sent;
- Federal Identification Number.

Disposal Charges & Fees

All wastes collected shall be accepted by and unloaded at a facility that is approved and permitted by the State of North Carolina. The Contractor shall accept title to the collected Municipal Solid Waste (MSW), and recycling materials upon collection and placement into the Contractor's collection vehicles until deposited at the approved designated facility.

Contractor will be responsible for all Municipal Solid Waste (MSW) / Household Trash, and Recycling Materials disposal and/or processing charges as the house rate includes disposal tipping fees.

5.25 ***Liquidated Damages / Costs***

Quality customer service is of the utmost importance to the Town. It is the intent of the parties that the contractor shall provide high quality collection services to the Town, while all but inconsequential failures of a contractor to perform are deemed material breaches, the Town prefers to address relatively minor breaches with liquidated damages rather than contract termination and general compensable damages. To that end, in the chart below under the heading "Incident" are a listing of material breaches of the Contract that cause damage to the Town but for which the Town may choose to assess liquidated damages rather than to terminate the contract and seek general compensable damages. In the chart below under the heading "Cost Schedule" beside each Incident is a monetary sum or range that provides the amount of liquidated damages for each Incident. These amounts are not intended as penalties and are imposed because (1) determining actual damages suffered by the Town for each Incident is difficult to ascertain, but (2) the amounts stated are reasonable estimates of the damages which would be caused by a stated breach and are reasonably proportionate to the damages actually caused by the breach.

Liquidated Damages / Cost Schedule

	Incident	Cost Schedule
1	Collection of any material before 6:00 a.m.	\$100 per first incident; \$200 per incident for every incident thereafter in any 30-calendar-day period.
2	Failure to complete any route on the regular service day, without notification to the Town authorized representative. (see also 3.2 of Contract)	\$500 per route for the 1 st incident, \$1,000 per route for each additional incident in any 30-calendar day period. Town may terminate Contract after the 3rd incident.
3	Failure to properly service rollout or containers.	\$50 per incident; \$100 per incident for every incident thereafter in any 30-calendar-day period

	Incident	Cost Schedule
4	Failure to collect missed customers by 6:00 p.m. the following day or noon on Monday when notified after 4:00p.m. on Fridays.	\$50 per incident
5	The second and third Collection Miss of any one Residential Unit during any thirty (30) day period.	\$500 for properly reported second and third miss during a thirty (30) day period.
6	The fourth Collection Miss of any one Residential Unit during any thirty (30) day period.	\$1,000 for properly reported fourth miss during a thirty (30) day period.
7	Failure to respond to or resolve complaints by the end of the next business day after Proposer are provided a notice of such complaint; or reporting unresolved complaints as having been resolved.	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
8	Failure to deliver requested carts to Customer within five (5) business days of request.	\$1,000 per incident; \$2,000 per incident for every incident thereafter in any 30-calendar-day period
9	Failure to treat customers in a courteous and respectful manner.	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
10	Failure to submit any report within the required timeframe.	\$50 per incident per day; \$100 for 2nd incident per day, and \$150 for 3rd incident per day and each subsequent incident per day in any 90-calendar-day period
11	Mixing waste materials collected in the Town with waste materials collected in other jurisdictions.	\$1,000 for the 1st incident; \$2,000 for each sequent incident; Town may terminate Contract after the 3rd incident
12	Mixing loads of Solid Waste (MSW) and Recyclables.	\$1,000 for the 1st incident; \$2,000 for each sequent incident; Town may terminate Contract after the 3rd incident
13	Failure to clean spillage (oil, hydraulic fluid, garbage, trash, recyclables, etc.) on the day written notice of such spillage is received.	\$1000 per incident; \$2000 for 2nd incident and \$5000 for 3rd, and each subsequent, incident in any 90-calendar-day period
14	Failure to repair damage to customer property upon written notice from Town and determination of Proposer's liability.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period Plus the Cost of the Repair

	Incident	Cost Schedule
15	Failure to maintain office hours and supervisory contacts as required.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90 calendar-day period
16	Failure to properly cover or secure materials on collection vehicles(s) to prevent leaking, spilling, and blowing.	\$500 per incident; \$1,000 for 2nd incident and \$1,500 for 3rd, and each subsequent, incident in any 90-calendar-day period
17	Failure to correct deficiencies in cleanliness, safety or sanitation of equipment within 48 hours of written request.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
18	Failure to repair equipment that is breaking down, leaking fluids, or discharging debris after receiving notice of the same from the Town.	\$100 for first incident, \$200 for 2nd incident and \$500 for 3 rd and any subsequent incident on the same route during any 90-calendar-day period
19	Failure to properly display; Proposer's name, phone number, and vehicle number on collection vehicles and service vehicles.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
20	Contractor collecting waste in any other order (day) without obtaining approval of the Town according to section 5.13, and without providing notification to affected residents before the change.	Five hundred dollars (\$500) per route for each daily occurrence.

The Town will calculate all liquidated damages, if any assessed, each month and will provide notice of such assessment, if any, to the contractor no later than seven (7) business days following the end of each calendar month and will deduct the total amount of such damages against the payment for collection services due the contractor in the same or a following month.

Should the contractor dispute any assessment of liquidated damages by the Town in accordance with the Contract, the contractor shall deliver written notice of the same, and the basis for disputing that assessment, to the Town Manager within five (5) days of receiving notice of that assessment. The Town Manager and the contractor shall meet within five (5) days of the Town's receipt of such notice and attempt to resolve the dispute. If the dispute is not resolved within seven (7) days following the date such request is received by the Town Manager, the contractor may submit the dispute for non-binding mediation by delivering written notice thereof to the Town and, within five (5) days following the date of such notice, delivering, to a mutually agreeable mediator and to the Town, a written summary of the facts at issue, the grounds for the dispute, and a statement of the contractor's position. The Town, within five (5) days after receiving the

written summary from the contractor, shall submit to the mediator a written response to that summary and a statement of its position. Neither the document from the Proposer nor the document from the Town shall exceed two (2) pages in length. The mediator shall consider those written materials, make such further inquiries of the parties as may be necessary, and shall render a written report no later than thirty (30) days following receipt of the written summary from the contractor. If the parties are not able to resolve the dispute through mediation, then either party, provided it first gives notice to the other party within seven (7) days following its receipt of that report, may take whatever further action(s) may be available at law, in equity, or under the Contract in 13.15 If a resolution of the dispute includes an adjustment in the amount of liquidated damages previously withheld by the Town, the contractor will include that adjustment as a separate debit or credit, as appropriate, in its next invoice for collection services.

Notwithstanding any other provision of the Contract between the Town and the contractor to the contrary:

- a. For contractor's material breach of the contract of such significance that the Town is denied the services or quality of services it contracted for, the Town may terminate the Contract and seek its remedies for breach in law or equity including compensable damages, and
- b. In the event that the total amount of liquidated damages assessed against the contractor during any 60-calendar-day period, which may begin on any day within a month, exceeds \$5,000.00, the Town, at its discretion and in addition to all other remedies that may be available to it, may terminate the Contract and seek its remedies for breach in law or equity including compensable damages.

Any waiver or forbearance by the Town or the contractor of any right under the Contract shall not operate as or be construed to be a waiver of any other rights, regardless of when such event may occur. Failure of the Town or the contractor to insist upon strict adherence to these standards or any requirement of the Contract, on one or more occasions, shall not be considered a waiver, nor shall it deprive that party of the right to thereafter insist upon strict adherence to that or any other standard set forth in the Contract.

(6) INSURANCE

The Contractor shall at all times during the contract maintain in full force and effect employers' liability, workers' compensation, public liability, and property damage insurance, including contractual liability. All insurance shall be by insurers and for the policy limits stated below. Prior to commencement of work the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at that time. In the event of cancellation or material change in a policy affecting the certificate holder, notice will be given to the certificate holders as soon as possible."

For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below: The Contractor agrees to furnish proof of insurance for the last two (2) consecutive years along with certificates of insurance for the same in the amounts indicated below or other amounts as required by law, whichever is greater, to the Town with the initial bid proposal. The Town shall be included as an additional insured on the aforementioned policies.

<u>Coverage</u>	<u>Minimum Limits of Liability</u>	
Workers Compensation	Statutory	
Employer's Liability	Each Accident	\$1,000,000
	Disease-Policy Limit	\$1,000,000
	Disease-Each Employee	\$1,000,000
Commercial General Liability	Each Occurrence	\$1,000,000
	Aggregate	\$2,000,000
Commercial Automobile Liability	Each Occurrence	\$1,000,000
Umbrella Excess Liability	Each Occurrence	\$5,000,000

As an alternative to the above, the Contractor may insure the above public liability and property coverage under a certificate of self-insurance, issued by the Commissioner or Motor Vehicles, equal to the foregoing limits of liability.

It is agreed that the Contractor will be responsible for notifying the Town of any material change in a policy.

(7) PERFORMANCE BOND

A Performance Bond is required from the Proposer receiving the Contract award in the amount of one hundred (100 %) of the first year's estimated contract price and shall remain in effect for the duration of the contract period to guarantee the faithful performance of the Contract by the Proposer. The bond will be required at the time of the Contract signing (and not as a submittal with the proposal at the proposal opening). The surety on the bond shall be a duly authorized corporate Surety Company authorized to do business in the State of North Carolina. Bonds shall be in the form provided in N.C.G.S § 44A-33(a). Any other bond form must be approved in advance of Contract signing by Town's legal counsel. Attorneys-in-fact who sign performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.

A series of annual performance bonds will be acceptable as long as they are delivered to Town at least three weeks before the previous bond expires. Failure of the Proposer receiving the Contract award to keep an acceptable performance in effect at any time during the term of the contract is a material breach of the contract.

In its sole discretion, in lieu of a performance bond, the Town may accept an irrevocable letter of credit in the amount of one hundred (100%) of the first year's estimated contract price to remain in effect throughout the contract term. If the Proposer would like consideration of an irrevocable

letter of credit in lieu of a performance bond, he should notify the Town Manager as soon as practical after notice of preliminary selection as the contractor. The terms of any irrevocable letter of credit must be approved by the Town's Attorney.

Attachment A: Proposed Solid Waste and Recyclables Collection Agreement

Attachment B: Route Collection Day Map

ATTACHMENT A

North Carolina
Davie County
Town of Bermuda Run

SOLID WASTE AND RECYCLABLES COLLECTION AGREEMENT

THIS AGREEMENT (the "Agreement") effective as _____ (the "Starting Date") by and between the Town of Bermuda Run, North Carolina, a North Carolina municipal corporation (hereinafter referred to as the "Town"), and _____ (hereinafter referred to as _____ or as "Contractor").

WHEREAS, the Town desires the Contractor to provide solid waste and recyclables collection to its citizens; and

WHEREAS, the Contractor desires to provide such solid waste and recyclables collection services; and

WHEREAS, all parties hereto desire to set forth the rights and obligations of the parties in this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual premises and the compensation as defined below and other good and valuable consideration, the parties hereto hereby agree as follows:

SECTION 1 - DEFINITIONS

For the purpose of this collection services contract, hereinafter referred to as "Contract", the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section or Agreement, the definition of such word or phrase as the definition of such word or phrase as contained in the most recent edition of the Merriam-Webster Unabridged Dictionary shall control. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. To the extent the definitions contained herein conflict with similar definitions in any federal, state or local law, the definition in the law(s) shall prevail. Use of the masculine gender

shall include the feminine gender. The word "shall" is always mandatory and not merely discretionary.

Area Miss means missed collection involving one hundred (100) or more Residential Units and Designated Non-Residential Locations in the Service Area on one collection day.

Appliances see White Goods.

Building Material see Construction Debris.

Bulky Waste means large items of solid waste such as furniture, mattresses, white goods, scrap tires and other items too large for the Roll-Out Cart, including any oversized wastes whose large size precludes or complicates their handling by normal solid waste collection. Bulky Waste as defined here shall include property owner or tenant generated building materials.

Back/Side Door Service means rear-yard or special handling service provided to those individuals unable to place their Residential Garbage or Bulky Waste curbside for collection due to Physical Impairment and where no person(s) capable of placing the Residential Garbage or Recycling curbside resides at the dwelling.

Town means the Town of Bermuda Run, North Carolina, or it's authorized agent(s) as listed in 19.17.

Collection Schedule means the days of collection authorized by the Contract.

Collection Services means Residential Garbage, Recyclables, and Bulky Waste collection, as described herein.

Computer Equipment means any desktop central processing unit, any laptop computer, the monitor or video display unit for a computer system, and the keyboard, mice, and other peripheral equipment as defined in N.C.G.S. § 130A-309.91. Computer equipment does not include a large piece of commercial or industrial equipment, such as commercial medical equipment, that contains a cathode ray tube, a cathode ray tube device, a flat panel display, or similar video display device that is contained within, and is not separate from, the larger piece of equipment, or other medical devices as that term is defined under the federal Food, Drug, and Cosmetic Act.

Construction Debris means waste building materials resulting from construction, remodeling, repair, or demolition operations generated by property owner or tenant.

Contract means this Agreement as executed for the provision of solid waste collection services in the Town, including all of the provisions, responsibilities, procedures, remedies,

and attachments without exception.

Contract Administrator means the Town's Manager, or designee, assigned to administer this Contract on behalf of the Town.

Contract Term means the duration of the Contract, measured from the Starting Date as set forth in this Agreement.

Courtesy Collections means special collection requests by the Town that the Contractor shall be responsible for providing within the same time period as regularly scheduled collections.

Customer means the recipient of collection services within the Town, provided through this Contract, and includes Residential Units and Designated Non-Residential Locations.

Damages means agreed to, actual, compensatory, consequential, continuing, direct, irreparable, punitive, presumptive, proximate and/or rescissory damages incurred by the Town, the payment of which shall not be an exclusive remedy.

Dead Animals means animals or portions thereof equal to or less than 100 pounds in weight, that have expired from any cause, except those slaughtered or killed for human use.

Designated Collection Area means the geographic area of which the Contractor will provide collection and other services pursuant to the Contract. Collection points will be at the curb for Residential Garbage, Recycling, and Bulky Waste and in the back/side yard for Customers receiving Back/Side Door Service for Residential Garbage & Recycling.

Designated Disposal Facility means a facility to which Garbage and Bulky Waste collected under the Contract must be delivered. The disposal facility for Residential Garbage and Bulky Waste collected as part of this Contract shall be a properly approved site.

Designated Non-Residential Location means a non-residential location in the Service Area that receives collection and other solid waste services from the Contractor. An example would be public facilities.

Designated Recycling Facility means a Materials Recovery Facility selected by the Contractor for delivery of Recyclables collected under this Contract. The facility shall be designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclables for sale.

District Manager means the employee designated by the Contractor as the Contractor's primary representative with regard to matters involving this Contract.

Electronic Waste (E-waste) means computer equipment, televisions, and residential consumer products that contain a circuit board. This category would include any printing device such as a printer, a scanner, a combination print-scanner-fax machine, or other device designed to produce hard paper copies from a computer; stereo equipment; telephones, cell phones, and similar recyclable products. E-waste does not include electronics from an automobile, an appliance or a large piece of commercial or industrial equipment, such as commercial medical equipment, that contains a cathode ray tube, a cathode ray tube device, a flat panel display, or similar video display device that is contained within, and is not separate from, the larger piece of equipment, or other medical devices as that term is defined under the federal Food, Drug, and Cosmetic Act.

Fiscal Year means the Town fiscal year that runs from July 1 through June 30.

Force Majeure means any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, hurricanes, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

Garbage, Residential See Residential Garbage

Hazardous Waste means waste, in any amount, which is defined, characterized, or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to federal or state law, or waste, in any amount, which is regulated under federal or state law; as well as all waste defined as "Hazardous Waste" in this Agreement. For the purposes of this Agreement, the term Hazardous Waste shall also include, but is not limited to, motor oil, gasoline, liquid paint, and aerosol paint cans.

Hot Load means any vehicle carrying solid waste observed to be smoldering, smoking, on fire, giving off odors, or leaking a caustic or corrosive substance.

Transition Plan means a document describing in detail the activities that will be undertaken and the schedule that will be followed to successfully implement the Contractor's collection services under this Contract on the Start Date. The Transition Plan shall include a description of how the Contractor will evaluate routing and determine routes.

Littering means allowing spilled or wind-blown materials to come from the vicinity of the Contractor's truck hopper or to fall to the ground as the Roll-Out carts are emptied.

Maintenance Director means the person the Contractor has assigned to the Town, and shall be a qualified person to be in charge of maintenance associated with providing Collection Services within the Service Area. The Maintenance Director shall be physically stationed in the Service Area and available to the Town through the use of telecommunications equipment

at all times that the Contractor is providing Collection Services.

Material Recovery Facility or MRF means a site used for the collection, storage, and processing of Recyclables.

Miss means any Request for Service of a missed collection reported to the Town.

Physical Impairment means a condition that renders an individual physically unable to bring a Roll-Out Cart either to the curb or for whom the undertaking of such an act would clearly and seriously threaten that person's health.

Putrescible means wastes that will decay or become rotten such as meats, dairy products, vegetables, fruits, etc. that are normally the source of odors and are attractive to insects.

Producer means an occupant of a Residential Unit or Designated Non-Residential Location who generates solid waste.

Recyclables means solid waste including but not limited to newsprint and inserts; glass food and beverage containers, plastic soft drink and liquor bottles; aluminum, steel, or tin cans; plastic milk jugs; and other items determined to be recyclable by the written mutual agreement between the Town and the Contractor.

Recyclables Cart means that container designated and authorized by the Town based upon the container's depth, size, and material and identified solely for Recyclables. It shall be subject to the collection regulations pertaining to Recyclables.

Refuse means all non-putrescible material discarded for disposal as Residential Garbage.

Repeat Collection Miss means two or more collection misses at any one Residential Unit, Designated Non-Residential Location, or other designated collection point during any one (1) calendar month.

Request for Service means reported customer service requests or discovered missed collection of Residential Garbage or Recycling from any one Residential Unit, Designated Back/Side Door Locations, Designated Non-Residential Locations or Courtesy Collections on the form used by the Town to document customer service requests. Usually, this request is transmitted electronically to the Contractor.

Residential Garbage means residential waste including but not limited to animal and vegetable matter; non-hazardous residential waste materials; properly contained medical waste; discarded food or beverage containers; glass wrapped to protect collectors if it should become broken; discarded toys, clothing and other residential items; but excluding liquids of any kind. For the purpose of this Contract, Residential Garbage also includes garbage

generated by Designated Non-Residential Locations.

Residential Unit means any single-family dwelling, condominium, or duplex/twin home unit at one location.

Roll-Off Container means the large steel bulk waste container usually 20-cubic yard capacity or larger placed at construction or clean-up sites to contain larger volumes of bulk waste for hauling to a disposal or recycling site.

Roll-Out Cart means the plastic Roll-Out Cart provided by the Contractor and supplied by the Town to Customers or other designated Producers for the collection of Residential Garbage or Recyclables.

Service Area means the area(s) within the Town municipal limits served by the Contractor and any annexations, if granted.

Supervisor means the person the Contractor has assigned to the Town, and shall be a qualified supervisor to be in charge of the operations within the Service Area. The supervisor shall be physically stationed in the Service Area and available to the Town through the use of telecommunications equipment at all times that the Contractor is providing Collection Services.

Television means any electronic device that contains a tuner that locks on to a selected carrier frequency and is capable of receiving and displaying of television or video programming via broadcast, cable, or satellite, including, without limitation, any direct view or projection television with a viewable screen of 9 inches or larger whose display technology is based on cathode ray tube (CRT), plasma, liquid crystal (LCD), digital light processing (OLP), liquid crystal on silicon (LCOS), silicon crystal reflective display (SXRD), light emitting diode (LED), or similar technology marketed and intended for use by a consumer primarily for personal purposes as defined in N.C.G.S. § 130A-309.91. The term does not include computer equipment.

Valid Miss means any missed Request for Service or solid waste collection determined by the Town to result from Contractor negligence or omission.

Vehicle Leaks and Spills means leaks consisting of a constant drip of fluids or fluid spills that leave visible puddles or "staining" upon the pavement. These fluids can be any of the motor fluids, hydraulic fluids, or waste liquids from the compactor unit.

White Goods means all discarded refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, and other similar domestic large appliances. Commercial large appliances are not included in this definition.

SECTION 2 - CONTRACT TERM AND COMMENCEMENT

2.1 Performance Commencement

The term of this Agreement shall commence on July 1, 2024 and terminate on June 30, 2029 (the "Initial Term") unless this Agreement is terminated earlier by Town Council as herein provided. This Agreement may be renewed for two (2) or more successive two (2) year terms (the "Renewal Terms") upon mutual agreement of the parties at the rates contained herein (as may be adjusted as provided herein) no less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term. Terms and conditions of this agreement may be modified upon mutual consent in writing of both the Contractor and the Town.

2.2 Transition prior to Commencement Date of this Contract.

Contractor understands and agrees that the time between the formal Contract signing and **July 1, 2024** is intended to provide the Contractor with sufficient time to, among other things, order equipment and prepare necessary routing changes. Contractor shall be responsible for the provision of all collection services beginning **July 1, 2024** Accordingly, Contractor shall provide collection services as set forth in this Contract no later than **July 1, 2024**.

2.3 Contractor to provide the following public outreach.

a. To provide Community Service, public outreach and education through participation in and support of two (2) local community events with exhibits, educational materials, staff participation and/or financial support as appropriate to enhance these events and to promote environmental stewardship, waste reduction and recycling in partnership with the Town of Bermuda Run. The Contractor shall also submit a sponsorship of Town events with a check of \$5,000 on July 1 of each year.

2.4 Transition upon Expiration of this Contract

a. **Continuation of Contractor's Service:** If the Town does not exercise its right to renew this Contract or if there are no renewal options remaining, the Town will attempt to award a new agreement at least six (6) months prior to the expiration of this Contract. In the event a new agreement has not been awarded within such time frame, Contractor shall provide Collection

Services to the Town on a month-to-month basis for up to fifteen (15) months after the expiration of this Contract, at the then established rates, if the Town requests this service with at least thirty (30) days notice to the Contractor.

- b.** Schedule for Termination of Contractor's Service: Prior to the termination of this Contract, Contractor shall work with the Town to ensure that there is no interruption or reduction of service when the Contractor ends its services to the Town. If a new contract is awarded to a hauler other than the Contractor, the Contractor shall coordinate and cooperate with the newly selected hauler, as well as the Town, to minimize any disruptions in the service provided to the public.

SECTION 3 - GENERAL COLLECTION REQUIREMENTS

3.1 Scope of Service

Commencing on the Starting Date, the Contractor shall collect and transfer, in a workmanlike manner, once per week Residential Garbage and once every-other-week Recyclables as described in the attached RFP.

SECTION 4 - DISPOSAL AND PROCESSING SITES

4.1 Ownership of Solid Waste Materials

The Contractor shall not assert or claim any property rights to Residential Garbage and Bulky Waste placed for collection under this Agreement.

- a. All Recyclables shall be delivered to the approved recycling facility.

The Contractor may deliver recyclables to a Material Recovery Facility of the Contractor's choosing only after receiving prior written approval from the Town. The Contractor shall become responsible for Recyclables once collected from Residential Units. The Town shall not be liable for any charges or penalties associated with the delivery of materials to the Materials Recovery Facility.

- b. The Contractor shall be responsible for abiding by all rules and policies pertaining to the delivery of Garbage and Bulky Waste as directed by the Designated Disposal Facility, and delivery of Recyclables as directed by the Designated Recycling Facility. A copy of the current policies and procedures for the Designated Disposal Facility will be provided to the Contractor by the Town, and are subject to modification from time to time.

SECTION 5—FINANCIAL REPORTING

5.1 Record Keeping, Accounting, and Auditing

The Contractor shall keep and maintain complete and detailed records including, but not limited to, (i) records that provide the basis for the reports required under 5.21 including all matters affecting amounts payable by or to the Town or the Contractor, (ii) policies for required insurance, policy amendments, and all other related insurance documents, and (iii) accounting records and vouchers evidencing all costs, receipts, payments, and any other matter of accounting associated with the Contractor's performance in accordance with generally accepted accounting principles.

The Contractor's books, records, and accounts shall accurately, fairly, and in reasonable detail reflect all Contractor's dealings and transactions, and shall contain sufficient data to enable those dealings and transactions to be audited in accordance with generally accepted governmental accounting and auditing standards.

The Town, or its audit representative, shall have the right at any reasonable time to inspect, copy, and audit records relating to the services accounting records, vouchers, and their source documents which serve as the basis for costs, receipts, and payments. The said records shall be available for the Town's inspection and audit for a period of three (3) years following the termination of this Agreement, and any extension of this Agreement and for such further periods as may be necessary to resolve any matters which may be pending at that time or any longer period required by applicable law. The Contractor shall make available at Contractor's local offices any such records to the Town upon request.

The Contractor shall immediately notify the Town should it become apparent that the Contractor is unable to pay its debts as they become due and payable or if there is an adverse change in the Contractor's financial condition.

The Contractor shall, upon the Town's request, provide to the Town the Contractor's most recent audited financial statements or un-audited statements if the audited statements are not then available.

5.2 Reliability of Reports

The Contractor represents that all information the Contractor has provided or will provide to the Town is true and correct and can be relied upon by the Town. Any material false or misleading information or omission is just cause for the Town to terminate this Agreement and/or pursue any other appropriate remedy.

5.3 Observation and Inspection

The Town, its representatives, and invitees shall have the right to observe and inspect operations at all times, provided it is conducted in such a manner so as to minimize interference with the Contractor's performance and operations. The inspection may review operating records for the current and previous contract years, and may consist of an inspection of the physical areas of operations and equipment with emphasis on safety and hazard mitigation.

The Town, at its own expense, may at any commercially reasonable time inspect any and all records relating to the services performed to verify that the services are being performed in accordance with this Agreement.

The Town's inspections shall not relieve the Contractor of any of its obligations herein or impose any liability upon the Town.

SECTION 6- COMPENSATION

6.1 Basis and Method of Payment

The Contractor shall offer the services described herein at the following rates beginning at the commencement of the Contract Term

ADD TABLE FROM PAGE 3 OF RFP HERE

6.2 Number of Collection Points/ House Count

The parties agree that the number of customers as of July 1, 2024 is 1,500 residential units.

6.3 Withholding of Payment

All monthly reports listed in Section 5.19 of RFP must be submitted by the 14th of the following month or up to 25 percent (25%) of the current pay request will be withheld until these reports are received.

SECTION 7 - INSURANCE AND PERFORMANCE SURETY

7.1 Coverages

See Section 7 of the RFP.

SECTION 8-REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants satisfactory performance in accordance with this Contract.

SECTION 9 - INDEMNITY

The Contractor shall indemnify and save harmless the Town, its officers, its employees, from and against any and all claims, demands, actions, suits and proceedings by others, and against all liability to others, resulting from the negligence or willful misconduct of the Contractor in the performance of this Agreement, including attorneys' fees reasonably incurred, except that the Contractor shall not indemnify the Town for any of the foregoing which arise out of or result from the negligence or willful misconduct of the Town or its employees or agents.

SECTION 10 - DEFAULT AND TERMINATION

In the event there should occur any material breach or material default in the performance of any covenant or obligation of the Town or Contractor which has not been remedied within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach or default (or such longer period of time as is reasonably necessary to cure any such breach or default which is not capable of being cured within thirty (30) days provided the breaching party has undertaken to cure within such thirty (30) days and proceeds diligently thereafter to cure in an expeditious manner), the non-breaching party may, if such breach or default is continuing, terminate this Agreement upon written notice to the other party. In the event of a breach, event of default, or termination of this Agreement, each party shall have available all remedies in equity or at law, unless otherwise provided elsewhere in this Agreement.

SECTION 11 - AFFIRMATIVE ACTION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, disability, religion, or national origin. See also 1.11 of the RFP.

SECTION 12 - FORCE MAJEURE

The Contractor will not be responsible for delays or increased volume caused by storms, hurricanes, or other natural disasters or events beyond its control, and the Town will grant such variances in routes and schedules as are reasonably required, and shall negotiate with the Contractor fees for any additional work which the Contractor may agree to perform in the event of a disaster.

SECTION 13 - GENERAL PROVISIONS

13.1 Taxes

The Contractor shall promptly pay all taxes and license fees required by the Town and by the State of North Carolina.

13.2 Permits

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required by the Town, Davie County, the State of North Carolina, or by the federal government.

13.3 Non-Assignment; Subcontracting

The Contractor may not assign or subcontract its duties or responsibilities under this Agreement without the written consent of the Town, which shall not be unreasonably withheld.

13.4 Laws and Regulations

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, provided that the Town shall take no action to enact any laws that have the effect of adversely affecting the Contractor's rights and obligations hereunder.

13.5 Governing Law; Forum; Venue

The terms, conditions and provisions in the RFP may supplement the Contract between the Town and the Contractor. The order of precedence will be the Contract, the RFP, the winning proposer's response and general law. This Agreement shall be governed under the laws of the State of North Carolina. The appropriate forum for judicial interpretation of this Agreement and the sole venue for legal actions concerning this Contract shall be the Courts of Davie County, North Carolina.

13.6 No Other Parties to Benefit

This Agreement is for the benefit of the parties hereto and does not enlarge any party's liability to any third party. The provisions of this Agreement shall not be construed to create a higher standard of safety or care in any evidentiary sense with respect to third party claims.

13.7 Appropriation of Funds

This Agreement shall be subject to the annual appropriation and budget process of the Town as required by state statute.

13.8 Headings

The headings of the paragraphs and subparagraphs shall not be interpreted as a limitation upon the language contained therein.

13.9 Severability

If any provision herein shall be found to be unenforceable or of no effect, the remaining provisions shall continue to be in full force and effect.

13.10 Indulgences Not Waivers

A waiver of any breach of any provision of the Agreement shall not constitute or operate as a waiver of any breach of such provision or any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of such provision.

13.11 Modifications and Waiver

The parties must mutually agree upon any changes in the Agreement and must be incorporated by written amendments to the Agreement. The Town Manager shall have the authority to amend the Agreement on behalf of the Town.

This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by a written agreement signed by both parties. The Town and the Contractor may amend this Agreement at any time during the term to add additional Residential Units or Designated Non-Residential Locations within the Town, or additional services (i.e., Yard Waste collection, etc.).

13.12 Independent Contractor

The Contractor and the Town agree that the Contractor is an independent contractor and not an employee nor agent of the Town, The Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed, and such action does not create a partnership, agency, joint venture or other similar relationship between the Town and the Contractor.

The Contractor agrees that it will not represent to anyone that its relationship with the Town is other than that of an independent contractor, and the Town and the Contractor may so inform any parties with whom they deal and may take any other responsible steps to carry out the intent of this section. The Contractor shall be fully and solely responsible for its own acts and omissions and those of its employees, officers, agents, and subcontractors.

13.13 Notices

Any notice required herein shall be given by certified mail to
the Town at:

Town Manager
120 Kinderton Blvd, Suite 100
Bermuda Run, NC 27006

Town Attorney
120 Kinderton Blvd, Suite 100
Bermuda Run, NC 27006
For the Contractor:

13.14 Non-Exclusive Agreement

The Contractor is granted a non-exclusive Agreement to provide Garbage, Recyclables and Bulk Waste collection services, as described herein, within the Service Area. Town intends to Contract ONLY with the Contractor for routine collection services as described herein. In the event of an emergency declared by the appropriate governmental authorities, an event of Force Majeure or breach of this Agreement by the Contractor, allowing the Town to provide alternative collection services.

13.15 Dispute Settlement

See Section Five of the RFP. If mediation is not successful, either party may bring an action in a court of appropriate venue. The prevailing party shall be entitled to reimbursement of reasonable attorney's fees not to exceed a maximum of the amount of attorney's fees actually expended in litigation.

13.16 Town Authorized Agents

Town Manager and his Designee(s)

13.17 Town Not Liable for Delays

It is further expressly agreed that in no event shall the Town be liable for or

responsible to the Contractor for or because of any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or due to any delay for any cause over which the Town has insufficient control to cause a different result.

13.18 E-Verify

Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes.

13.19 Iran Divestment Act

Vendor hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §G.S. 147-86.55-69, nor will contractor utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer's Office site:

<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

13.20 Divestment From Companies That Boycott Israel

Contractor hereby certifies that it is not on the North Carolina State Treasurer's list of companies engaged in a boycott of Israel in violation of NCGS §147-86.80, et. seq., and that it will not utilize on this agreement any subcontractor on said list.

Attachment B

