

REQUEST FOR PROPOSALS

TOWN OF CHADBURN

The Town of Chadburn invites formal Proposals on the following:

RESIDENTIAL/COMMERCIAL SOLID WASTE COLLECTION AND LEAF AND LIMB COLLECTION AND DISPOSAL

ADDRESS PROPOSALS TO: Linda Gaddy, Deputy Town Clerk, 602 North Brown Street, Chadburn, NC 28431.

Sealed Proposals will be accepted until 10 A.M. on February 1, 2017 at which time they will be opened and recorded in Council Chambers of Town Hall located at 602 North Brown Street, Chadburn, NC 28431. A mandatory pre-proposal meeting will be held at 2 P.M. on January 18, 2017 in the Council Chambers located in Town Hall as stated above.

The act of responding to this Request for Proposals will acknowledge and confirm that Providers have satisfied themselves as to the accuracy of their submitted proposal. No proposal will be considered unless prices are submitted for all items requested in all Proposal elements.

Instructions to Providers

1. This Request for Proposal includes the following:

- Invitation to Propose
- Instructions to Providers & Definitions
- Additional Terms and Conditions
- Fee Proposal Form (Attachment A)

2. Proposals will be opened at the time and place shown on the enclosed Proposal Form. Late Proposals will not be considered.

3. Proposals will be examined promptly after the advertised bid opening and an award made at the earliest possible date by the Chadburn Town Council. No Proposals may be withdrawn **until 60 days after Proposal opening date.**

4. Submit Proposals only on the proposal form(s) provided herein.

5. **AWARD OF SERVICE CONTRACT:** Service Contract shall be awarded to the most responsive vendor, using the selection criteria contained herein, and pursuant to the successful negotiated final contract terms.

6. Each Proposal must be submitted in a sealed envelope, showing the Vendor Name and Title of the Proposal (“Solid Waste Collection Services”) on the front of the envelope.

7. All Proposals must be signed by an authorized official of the firm. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional Proposal or any irregularities of any kind.

8. **INFORMATION:** All correspondence shall be in the form of e-mail. Any questions may be directed to Steven Price, Director, Town of Chadbourn Public Utilities (sprice@townofchadbourn.com) or Patricia Garrell, Interim Town Manager (pgarrell@townofchadbourn.com) at the e-mail addresses provided. All responses to questions from Town Staff will be provided to all potential bidders/vendors. All changes in specifications will be in writing in the form of an addendum and furnished to all Providers. **Verbal information obtained otherwise, will not be considered in awarding of Proposals.** No changes to specifications will be permitted within five (5) days prior to the Proposal opening.

9. The General Statutes of the State of North Carolina, the Charter of the Town of Chadbourn, and the Ordinances/Policies, insofar as they apply to purchasing and competitive proposals, are made a part hereof.

10. The Town of Chadbourn reserves the right to reject any or all proposals. It further reserves the right to waive formalities and technicalities in so far as it is authorized to do so where it deems it advisable in protection of the best interest of the Town.

11. The Town of Chadbourn encourages participation from Minority (MBE), Women (WBE), and Disadvantaged (DBE) business suppliers.

12. **Key Proposal Dates:**

Announcement:	January 5, 2017
Mandatory Pre-Proposal Meeting: (2 P.M.)	January 18, 2017
Proposal Due Date/Bid Opening: (10 A.M.)	February 1, 2017
Proposal Contract Award:	Within 60 days
Proposal prices are to remain firm through:	April 6, 2017

13. DEFINITIONS

A. Agent: The Town of Chadbourn’s designated agent is Patricia Garrell, Interim Town Manager. Ms. Garrell can be reached by e-mail at pgarrell@townofchadbourn.com.

B. Excluded Waste: Any waste that fails to meet the criteria provided in North Carolina, General Statutes for municipal solid waste (MSW), or that otherwise requires special or exceptional handling. Examples of excluded waste include, but are not limited to, any material other than that which is

typically found in MSW, such as CFC containing appliances, tires, paint, batteries, yard waste, demolition debris, white goods, and dead animals. This term specifically includes any Nuclear or Hazardous Waste.

C. Hazardous Waste: Waste of a character or insufficient quantity to be deemed hazardous by any judicial or governmental entity, body, or agency having jurisdiction to make that determination.

D. Municipal Solid Waste: Any nonhazardous residential household solid waste generated within the county that may be collected and disposed of by the Provider, but not including any Unacceptable Waste.

E. Unacceptable Waste: Highly inflammable substances, hazardous waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, construction or demolition debris, and other materials deemed by state and federal law to be dangerous or threatening to the environment. Also includes any other material that is prohibited under applicable law to be disposed of in the Landfill without the Landfill being redesigned, reconstructed and licensed or permitted to receive and handle the material and waste that may cause operational problems, damage to Equipment or create special requirements to protect the health of employees.

THANK YOU FOR YOUR INTEREST IN THE REQUEST FOR PROPOSALS.

REQUEST FOR PROPOSALS RESIDENTIAL/COMMERCIAL SOLID WASTE COLLECTION, RECYCLING AND LEAF AND LIMB DISPOSAL

I. REQUEST FOR PROPOSAL

A. Request

The Town of Chadbourn is requesting proposals from qualified firms to provide collection and disposal of residential/commercial solid waste for customers utilizing ninety-six (96) gallon roll- out containers and residential leaf/limb collection. Respondents to this Request for Proposals shall submit to the Town of Chadbourn a proposal, which will address the various components as set forth in this Request for Proposals.

B. Obtaining a Request for Proposal

This document is available to all qualified Providers that request a copy up to the closing date/hour of submission. Copies of this REQUEST FOR PROPOSALS can be obtained from Linda Gaddy, Deputy Town Clerk, via mail or e-mail (lgaddy@townofchadbourn.com).

C. Questions

Questions regarding this Request for Proposals, the Scope of Work, or need for additional data or information must be submitted in writing or email **at least ten (10) days prior to opening date**, to Patricia Garrell, Interim Town Manager, Town of Chadbourn. Correspondence shall be via e-mail to Ms. Garrell (pgarrell@townofchadbourn.com). **Please copy all requests to Linda Gaddy, Deputy Town Clerk** (lgaddy@townofchadbourn.com)

D. Submission of Proposal

To receive consideration, **the original and 6 copies (7 total)** of the proposal must be completed and mailed or hand delivered to Linda Gaddy, Deputy Town Clerk, 602 North Brown Street, Chadbourn, NC 28431 no later than **10 A.M. on February 1, 2017** at which time they will be opened and recorded. The outside of the envelope shall be marked “**Solid Waste Collection Services**”. Late submittals will NOT be considered. They will be returned, unopened, to the sender.

II. TERM OF CONTRACT

A. It is the Town of Chadbourn’s intent to enter into an agreement with a selected Provider to provide collection, transportation, and disposal of residential/commercial solid waste, recycling and leaf and limb debris, as defined by the contract, as it is determined to be in the best interests of the Town.

B. The fee proposal will become the final unit price under the terms of this contract, for the initial term of the contract.

C. The contract resulting from this Proposal shall commence July 1, 2017 with the Provider and extend for an initial period of **five (5)-years**. The Town shall have the option of renewing this contract for two additional five (5)-year terms, renewable one term at a time. The decision to renew shall be by mutual agreement of the Town and the Provider. Notice of intent to renew shall

be made at least NINETY (90) DAYS prior to normal contract expiration. The Town and the selected Provider may renegotiate the unit rates prior to the contract renewal. If renewal results in changes in the terms or conditions, such changes shall be reduced to writing, as an amendment to this contract and such amendment shall not become effective until fully executed by the parties. If this occurs, the Town of Chadbourn Council must approve such amendments.

III. PROPOSAL FORMAT The proposal shall include the following:

A. Letter of Transmittal The letter of transmittal shall be addressed to the Town of Chadbourn, Attn: Patricia Garrell Interim Town Manager. Mail Proposals to Town of Chadbourn, 602 North Brown Street, Chadbourn, NC 28431. This is a sealed bid proposal. **Proposals must be mailed or hand delivered to meet confidentiality requirements.** Hand deliveries can be made to Linda Gaddy, Deputy Town Clerk, at the Town of Chadbourn, 602 North Brown Street, Chadbourn, NC 28431 and must, at a minimum, contain the following:

1. Identification of the Provider including name, address and telephone number, fax Number and e-mail address.
2. Location of the office from which service will be provided, including hours of operation.
3. An officer of the firm authorized to contract for the work shall sign the transmittal letter.
4. Information on possible conflicts of interest should be provided in the proposal. Such information will be taken into account in making a decision on the selection of the Provider to perform the services. Should a conflict arise, during preparations or while undertaking these services, the Provider shall immediately advise the Town of Chadbourn of such conflict.

B. Responsiveness to Town of Chadbourn's Request

The proposal shall include the Provider's detailed concept for the Scope of Work identified herein to include:

1. Narrative, to include a Method of Service
2. Container Deployment Plan
3. Fee Proposal (**Use Attachment A only**)

C. Provider's Experience

The proposal must include a demonstration of the Provider's knowledge and experience with the proposed services. A description of the Provider's general organization and names of key personnel for this contract, (such as regional manager, operations manager, customer service representative). All of the clients shall be a government agency. Provider shall list all Sub-Providers that may be used for this contract. The information requested above shall also be provided for all Sub-Providers. If Sub-Providers are utilized for services, compliance to the proposal shall be followed by the sub-provider. A list of current NC client jurisdictions and the following information:

- Number of accounts and population served by the contract
- Contract Term, with the approximate start date
- Contact person, name and number

NC Client	Number of accounts/ population served	Contract Term/Start Date	Contact Person/phone number
Smithville	1500/3500	5 years; June 2000	John Smith: 910.432.1098
Jonesboro	2500/7000	3 years; July 2010	

D. Project Team

The Proposal shall include the identification and organization of the team proposed to be assigned to this service contract, with areas of responsibility of key personnel concentrating on both breadth and depth of experience on similar service contracts. The same information for any Sub-Providers proposed to be involved in any work under this proposal shall also be included. The Proposal should also indicate if a physical office will be located within Columbus County.

E. Approach

Provider shall indicate proposed methods of proceeding with the scope of services.

F. Exceptions to this Request for Proposals / Insurance Requirements

Any changes from the provisions of this Request for Proposals, which are desired by the Provider, shall be specifically noted in the proposal submitted, including all insurance requirements.

G. Audited Financial Statement

Provider shall submit an audited financial statement in accordance with generally accepted accounting principals as part of their response to the **REQUEST FOR PROPOSALS**.

IV. PROCESSING OF PROPOSALS

A. Mandatory Pre-Proposal Meeting

A **Mandatory** Pre-Proposal meeting shall be held at **2 P.M. on January 18, 2017** at the Chadbourn Town Hall (Town Council Chambers) located at 602 North Brown Street.

B. Fee Proposal

The Fee Proposal Sheet (Attachment A), located at the end of this document, shall be completed. Provider will list any other fees or charges, which may be levied to the Town of Chadbourn in connection with the proposed services. The Total Proposed Fee then becomes the basis from which the negotiations will commence, if required. Selection to be based upon a qualifications-based procedure in general conformance to the evaluation criteria.

C. Rejection of Proposals

The Town of Chadbourn reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) that in their sole judgment may be in the best interest of the Town.

D. Not liable for any pre contract expenses

In no event shall the Town of Chadbourn, be liable for any expense incurred in the preparation of a Provider’s proposal or any other expense included, but is not limited to the following:

1. Expenses related to preparing and submitting a proposal to the Town;
2. Expenses related to negotiating with the Town including without limitation negotiating regarding any mailer related to the contract terms, professional fees, and schedule; and
3. Any other expense incurred by the Provider prior to entering into a Contract with the Town of Chadbourn.

E. Notification of Successful Proposal

The successful Proposal shall be identified as soon as possible by the Town Manager, following approval of the Chadbourn Town Council. The Town estimates that it will be approximately **60 calendar days** between the date on which proposals are due and the date on which the Town Manager is authorized to negotiate with the top ranked Provider. In the event that the Town is unable to negotiate a Contract with the first selected Provider, negotiations will be terminated by the Town, and negotiations will commence with the next most favorable Provider on the list and continue until either a Contract is executed or the Chadbourn Town Council rejects all Proposals.

F. Notification of Unsuccessful Provider(s)

The Town Manager shall notify unsuccessful Providers as soon as possible after execution of a Contract with the successful Provider(s). It is estimated that the selection process will take **60 calendar** days or less.

V. SELECTION OF PROVIDER

A. Qualifications

The Provider must show evidence of its technical capability in this work. The Provider shall also be knowledgeable in accordance with all applicable federal, state, and local government laws and regulations. Services shall be done in conformance with current professional practices in the State of North Carolina.

B. Criteria for Selection:

1. Unit Cost
2. Experience with related services
3. References and financial stability
4. Completeness of the services
5. Ability to meet expected startup date of the program

ADDITIONAL TERMS AND CONDITIONS

Upon award and prior to commencement of services, the selected Provider must agree to a Contract that contains the following additional terms and conditions:

Contract. The terms of the Contract are as referenced in the REQUEST FOR PROPOSALS, and as additionally set forth herein.

I. Provider Services and Obligations

A. Services to the Town of Chadbourn

Provider shall provide reasonable solid waste collection and disposal service to the Town of Chadbourn for the following services, and will not charge separately for them:

- (1) Participate in general municipal cleanup programs; twice a year.
- (2) Participate in annual or special events which involve the Town such as Strawberry Festival, Train Depot Events, etc.

B. Notices to Customers

The Provider shall cooperate with the Town to inform all customers about relevant complaint procedures, rates and billing procedures, collection and recycling regulations, days and hours of scheduled collection service, and any other relevant notices. In addition to other means of informing customers, the Provider shall provide information as necessary to the Town for customers. This cooperation will include public notices placed in the local print media prior to major holidays affecting the continuation or modification of operating schedules or other major events (such as severe weather events) that disrupt routine operations.

C. Necessary Equipment and Containers; Repair and Maintenance

(1) Provider shall provide an adequate number of vehicles to collect Solid Waste/Recycling/Leaf and Limb debris in accordance with the terms of this agreement. The vehicles shall be licensed in the State of North Carolina and shall be operated in compliance with all applicable state, federal and municipal regulations. The vehicles shall be manufactured and maintained to conform to the appropriate state and federal commercial vehicle standards.

(2) Each vehicle shall bear at a minimum the name of the Provider plainly visible on both sides of the vehicle.

(3) All vehicles shall be sufficiently secured and/or maintained so as to prevent any littering of solid waste and/or leakage of fluids of any type. Fluid spills from vehicles operating on routes must be soaked up and cleaned up in an appropriate manner immediately. No vehicles will be overloaded so as to prevent damage to Town streets and infrastructure

(4) As it pertains to the Provider having adequate equipment and staffing to provide the services negotiated and agreed upon in an approved contract and for the purposes of clarification, it will become the responsibility and prerogative of the provider as to how the provider decides to remove loose leaf/grass clippings that may be placed in a pile for pick up. If services are not maintained as provided in the contract, it will constitute a breach on the provider's part.

(5) The Provider will perform all maintenance and repairs upon Provider provided containers in order to keep them in proper operating order. The Provider shall maintain, repair, or repaint a container upon the reasonable request of the customer. The Provider may be entitled to seek restitution for all maintenance or repairs occasioned by the negligent or intentional acts of third parties, from such responsible third party. Upon mutual consent of the Town and Provider, the Town may assist with delivering carts to clients, changing an old cart with a new cart and assisting with the official inventory to ensure proper charges to the Town.

(6) Provider further agrees that it will, upon request, return solid waste containers to its repair yard for purposes of thoroughly cleaning said containers (commercial containers).

D. Inspection of Equipment

The Town shall have the right to inspect all vehicles, equipment and containers used by the Provider in carrying out the requirements of this agreement. Provider shall promptly perform all corrections of conditions found to be in violation of the Town's ordinances/policies or state or federal laws.

E. Supervision of Employees Provider shall:

(1) Employ and retain sufficient staff to ensure contract is supported and satisfactory services are provided at all times.

(2) Provide adequate operating and safety training for all of its employees and personnel.

(3) Require the appropriate field employees to wear proper identification at all times.

(4) Allow the Town of Chadbourn to make a complaint regarding any employee or agent of the Provider who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his or her duties.

(5) Require that employees who must enter private property to be respectful of the owners' wishes to the best of his/her abilities while ensuring adequate services are provided to the client.

(6) Provider will immediately cleanup any spilled debris associated with pickup.

II. BILLING AND CUSTOMER SERVICE

A. Invoices

The Town will bill their residential customers, as well as the commercial customers, on a monthly basis, unless otherwise specified and/or agreed to. The Provider will provide the Town with an invoice for their respective services on a monthly basis. The Town will make payment of the full amount due under the invoice within thirty (30) days of receipt of an invoice. The initial customer count shall serve as the basis for calculating the invoice for the first month of service under the Contract. Upon start of the Contract, Provider shall provide the Town with an accurate residential and commercial count. This information shall be contained on a spreadsheet and will also contain the account address and serial number of the cart(s). The Town shall maintain a list of addresses that have been provided a 96 gallon roll-out poly cart and/or units utilizing a dumpster for service. This information will be provided to the Provider on a monthly basis. The Provider shall verify the information and use the agreed upon monthly total

at the time of the invoice as the basis for calculating the amount the Town owes the Provider under the Contract. The Town and the Provider shall cooperate in providing the necessary information and billing on a timely basis so that payment may be made. **In year one of the contract, a quarterly reconciliation of the account will be performed by the Town and Provider to ensure proper fees are being charged. In years two (2) through five (5), the Town may elect to have a semi-annual review completed. This is at the sole discretion of the Town.** At the Town's option, the Provider may be required to perform direct billing of commercial and/or institutional accounts.

B. Additional Fees

If a service fee or any type of contract escalator is proposed, the escalator will be based on the Consumer Price Index for Urban Wage Earner and Clerical Workers (CPI-W) Southeast Region, not seasonally adjusted. It will be capped at no more than a 2.5% increase in a given year. If the CPI is lower than the cap, the lower of the two will be used.

C. Complaint Procedure Process.

The Provider shall respond to all complaints from the public concerning the Provider's service. All complaints shall be promptly investigated within one (1) business day of receipt and resolved as quickly as feasible. When a complaint is received on the day preceding a holiday or on a Saturday, it shall respond no later than the following business day. Provider shall have available at all times competent personnel who shall have authority to represent the Provider.

III. PROVIDERS GENERAL DUTIES

The Provider shall without limitation:

A. Comply with any and all federal, state, or local laws, ordinances, codes, rules, regulations, guidelines, or orders that now or may in the future become applicable to Provider or to the Services ("Applicable Laws").

B. At all times during the term of this Contract, including any extension(s), procure and maintain all licenses and permits required for the performance of the Services;

C. Satisfactorily complete all required annual state inspections;

D. Comply fully with all Applicable Laws imposed under or established by the Occupational Safety and Health Act of 1970, et. al.;

E. Collect and pay any and all federal, state, and/or local taxing authority all applicable tax, fees, and assessments in connection with the provisions of the Services; At all times during the term of this Contract, including any extensions(s), provide to the Town on a reasonable basis a report describing the Services in such detail as required by the Town on an annual basis; to include customers served, tonnage hauled, distance traveled to disposal site, and changes in customer service. This reporting is to aid the Town with completing the NC State Solid Waste Report.

F. Ensure that all personnel wear proper identifications;

- G. Demonstrate a viable chain of command and provide points of contact at each level;
- H. Notify the Town whenever an accident occurs during performance of the Services;
- I. Furnish documentation of compliance by Provider with the above requirements promptly to the Town upon this request therefore.

IV. Termination

A. The Town shall have the right to terminate the Contract for services provided if the Provider is in default or breach of its obligation hereunder. If the Town determines that Provider is in default or breach, the Town will give written notice specifying the default or breach. Upon receipt of such notice, the Provider may correct or cure such default or breach to the Town's satisfaction within 15 days of receipt of such notice. If Provider fails to so correct or cure the default or breach within the allotted time, the Town may terminate the services immediately without further notice.

B. This Agreement may be terminated by **Provider** with or without cause, at the end of initial term or any extension(s) thereof, by giving at least ninety (90) days advance written notice to the Town prior to the expiration of the initial term or any extensions thereof.

C. This Agreement may be terminated by **Town** with or without cause, at the end of initial term or any extension(s) thereof, by giving at least ninety (90) days advance written notice to the Provider prior to the expiration of the initial term or any extensions thereof.

V. Replacement Services

If the Provider is unable or unwilling to perform any of its obligations set forth in the Contract, the Town may procure similar services from other sources and hold the Provider responsible for any cost occasioned thereby.

VI. Unavoidable Delays

If and to the extent that either Provider or Town's performance of any of its obligations pursuant to this Contract is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, or any other similar cause beyond the reasonable control of such party, (each, a "Force Majeure Event"), then the non-performing, hindered, or delayed party shall be excused for such nonperformance, hindrance, or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues, provided, that such party continues to use commercially reasonable efforts to re-commence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans, or other means. The party whose performance is prevented, hindered, or delayed by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail

the nature of the Force Majeure Event and the expected date of re-commencing performance. Notwithstanding the provisions set forth in this paragraph, if the party prevented from performing fails to re-commenced performance within fourteen (14) days, the Town may terminate this contract without penalty, effective upon delivery of notice to Provider.

VII. MSW Disposal

The location of the disposal site to be used under the terms of this agreement is a State licensed MSW facility.

VIII. Bonding and Insurance Requirements

A. Performance Bond

1. Provider shall furnish a surety bond in a form to be prescribed and approved by the Town Manager, payable to the Town of Chadbourn and conditioned upon the Provider faithfully performing all of the collection and disposal requirements of this agreement. Before this agreement shall be executed, the Provider shall furnish a corporate surety bond(s), as security for the performance of each service contract with the Town of Chadbourn. The surety bond must be in the amount of 5% of the annual contract per year. If the Provider defaults on this agreement, then the performance bond shall immediately become due and payable.

2. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of North Carolina. Attorneys-in-fact who sign performance bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company evidencing such agent's authority to execute the bond. In case of extension or renewal of this agreement, the Provider shall furnish a performance bond or subsequently negotiate an amount under the same terms as for the initial agreement. The original surety, however, is in no way obligated to extend or renew the bond. In the event of the surety's insolvency, the Provider shall provide a new bond as soon as possible.

3. Each agreement executed by the Town of Chadbourn shall be subject to termination by the Chadbourn Town Council at any time if said bond shall be canceled, or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the Town six (6) months prior to the effective date of said cancellation. The agreement will not be terminated if, within thirty (30) days of such notice, the Provider files with the Town a similar bond to be effective for the balance of the contract period.

B. Right to Require Performance

The failure of either party at any time to require performance by the other party of any provisions of this agreement will in no way affect the right of that party thereafter to enforce the same. No waiver of either party of any breach of any of the provisions hereof will be taken, or held to be a waiver of any succeeding breach of such provision, or as a waiver of any other provision.

C. Books, Records, and Access to Reports

The Provider shall keep detailed, accurate and complete records in such reasonable form as the Town may require. The Town also has the right to inspect the same to show compliance with this agreement. The Provider shall provide an annual corporate financial report to the Town.

D. Assignment, Subcontract, and Sublease

The rights authorized by this agreement are not assignable either voluntarily or by operation of law without the consent of the Town of Chadbourn. If the Town denies consent for assignment, PROVIDER will provide continued services for the Town for an additional (120) one-hundred and twenty days allowing the Town to develop and provide for replacement services in manner they deem necessary. In the event the Provider becomes insolvent or bankrupt, then the rights authorized hereby may be canceled or annulled, and the Town shall have the right to provide collection services or substitute another Provider in its place and stead in a manner provided by law, Provider shall not subcontract the work or business that it has contracted to perform, without the prior written consent of the Town. Provider shall not sublease, assign, or transfer any real or personal property required to perform the provisions of this agreement, without the prior written consent of the Town of Chadbourn.

E. Joint and Several Liability

If the Provider is comprised of more than one individual, corporation or other entity, each of the entities comprising the Provider shall be jointly and severally liable.

F. Insurance

The Provider shall maintain in full force and effect throughout the term of this Agreement and throughout any extension or renewal thereof, insurance in the minimum amounts as follows. Employer’s liability coverage will be required of the Provider for any class of employee engaged in work under this agreement that is not protected under the Workmen’s Compensation Statute. All insurance will be by Insurers acceptable to the Participating Jurisdictions and authorized to do business in the State of North Carolina. Fire and extended related coverage and liability insurance for all collection equipment and facilities shall also be provided. Prior to the effective date of this agreement, the Provider shall furnish the Town with Certificates of Insurance or other satisfactory evidence that such insurance has been procured and is in force. Such policy shall not thereafter be canceled, permitted to expire, or changed without ninety (90) days advance written notice to the Town.

Coverage’s	Minimum Limits of Liability
Workman’s Compensation	
Employers Liability Statutory	\$1,000,000 Each accident \$1,000,000 Disease –
Each employee	\$5,000,000 Disease - Aggregate \$5,000,000 Each occurrence \$5,000,000 Aggregate \$2,000,000 Each occurrence \$5,000,000 Aggregate
General Liability including Fire and Environmental; Bodily Injury and Property Damage:	\$5,000,000 Each occurrence

The Provider shall name the Town of Chadbourn as additional Insured, and shall insure the Town in the same general terms and to the same general effect as any agreement of the Provider, to

indemnify and hold harmless the Town of Chadbourn. Insurance limits and coverage requirements shall be renewed at annual intervals from the effective date hereof, and may then be adjusted at the option of the Town. The Town shall not require an increase greater than the average insurance coverage required by towns of similar size in the southeast United States. All policies must contain a provision requiring the Insurer to notify the Town at least ninety (90) days prior to cancellation. The Town's officers or employees will not be responsible for any claims or actions occasioned by the failure of the Provider to comply with the provisions of this paragraph.

G. Indemnification

The Provider assumes all risk of loss or injury to property or persons arising from any of its operations or omissions under this agreement. The Provider will indemnify and hold harmless the Town of Chadbourn, its officers and agents, servants and employees from any and all such suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising from any claims, willful or negligent act or omission of the Provider, its officers, agents, servants and employees in the performance of this agreement. However, Provider shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising out of the award of this agreement or a willful or negligent act or omission of the Town of Chadbourn, its officers, agents, servants and employees.

H. Lawsuits/Litigation

The Provider shall pay any judgment which may be obtained against the Town of Chadbourn either alone or jointly with said Provider, for injury or damage to persons or property by reason of the performance or non-performance by the Provider of the terms of this agreement, or in connection with the infringement by the Provider of any patents. If the Town alone shall be sued for such injury or damage, Provider shall be provided immediate written notice for the Town and Provider shall appear and defend such action unless caused solely by the negligence of the Town of Chadbourn.

I. Waivers

A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

J. Grace Period

In the event that certain requirements contained herein cannot be immediately accomplished or performed by the Provider upon the execution of this contract, or upon a later date as may be specified herein, and upon notice to the Town, it is agreed that there shall be a one (1) month grace period during which the Provider shall make every effort to come into compliance. During this grace period, the Provider shall not be in default and the Town agrees to take no action to terminate this agreement under the provisions herein, if in the determination of the Town of Chadbourn, the Provider is making a good faith effort to come into compliance before the expiration of the grace period. The Town may extend the grace period for extraordinary circumstances beyond the control of the Provider, when in the best interest of the Town. The grace period will not apply to the initial month of the agreement.

IX. ADMINISTRATIVE COMPLIANCE.

A. Compliance with Law

In its performance of the terms and conditions of this agreement, the Provider shall comply with the Town, State and Federal laws, ordinances and regulations which are now or which may hereafter regulate the activities, which are the subject of this agreement. The Provider shall keep informed of all existing and future laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. Provider shall at all times observe and comply with, and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees. Provider shall protect and indemnify the Town of Chadbourn and all its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, and decree.

B. Permits; Licenses

Taxes, the Provider shall obtain and assume the cost of all licenses and permits and promptly pay all taxes required by the Town of Chadbourn or other public entities.

C. Status as Independent Provider

The parties acknowledge and agree that the Provider shall carry out all the terms of this agreement as an Independent Provider and not as an agent, servant, employee, or partner of the Town of Chadbourn.

D. Scope of Services

The following specifications are intended to describe the minimum requirements to provide comprehensive collection and disposal of residential and commercial solid waste and recycling for the Town of Chadbourn. The successful Provider will furnish all necessary equipment, materials, and services to meet these specifications and shall include all items normally furnished as standard equipment; this shall include all safety equipment required by State and/ or Federal laws, OSHA, and workman’s compensation. The Town of Chadbourn intends to contract services with Cost, Quality, Reliability, and Service as its goal.

Provider may, but is not obligated to arrange to collect Excluded Waste. However, such arrangements shall be made between Provider and the waste generator, unless mutually agreed to by the Town.

The Proposal sought by the Town of Chadbourn are listed below as an introduction, a detailed description immediately follows.

- I. Comprehensive MSW service**
- II. Leaf/Limb Pickup**
- III. Commercial Cardboard**

X. PROPOSAL

Comprehensive solid waste service contract, provided to the Town of Chadbourn, at a uniform unit cost.

The information below is the number of accounts the Town is currently billing for as of October 2016. The group listed “Chadbourn Downtown” are trash receptacles placed in the downtown area by the Town and are free pick-up to the Town. Receptacles are to be emptied weekly. **See Attachment B for current contract prices.

**Town of Chadbourn
Sanitation Service Quantities
As of October 2016**

Commercial	Qty
8yd Dumpsters	12
6yd Dumpsters	9
4yd Dumpsters	21
2yd Dumpsters	15
8yd Cardboard Recycling	8
Total	65

Residential	Qty
Roll Carts 96 Gallon	745
Total	745

Whiteville Downtown	Qty
96 Gallon receptacles	4

Green Yard Waste	Qty
Leaf & Limb	745

A. Customers: Residential and Commercial MSW

1. Residential

Provider shall provide curbside service once a week to all Units. Provider shall establish route and schedule whereby all Units will receive regular weekly service. Service routes shall mean all roads, both public and private, that are currently serviced by the US Postal Service Letter Carriers. Upon approval by the Town of Chadbourn, the Provider shall notify each Unit of their scheduled collection day.

Collection at or near the back door of a residence shall be available for residential units occupied by individuals who have applied and approved by the Town as being unable to move the garbage cart to the curb. The Town will be responsible for notifying the Provider annually of the residential units eligible for such service and upon notification; the Provider shall modify the collection policy at those locations.

Only Waste contained in Provider provided carts shall be collected at curbside. White Goods, or other bulky waste is not included in this contract and such items shall not be collected by the Provider.

All Waste collected per this proposal shall be delivered and disposed of at NC certified disposal site. Special pickup of bulky material may be optionally arranged between the Provider and citizen by mutual agreement, billing for this requested service are between the Provider – Citizen.

The Town of Chadbourn shall specify by local policy or Ordinance the maximum size for manually loaded receptacles not to exceed ninety-six (96) gallon capacity Town and/or one-hundred fifty (150) pounds.

2. Commercial

The waste generator and the Provider shall determine the placement of commercial containers. The specific location of a new or additional container will conform to local policies or ordinances of the Town of Chadbourn. The Provider shall have input as to the location of containers on new commercial sites. The Provider shall provide collection service for the collection of solid waste from commercial units a minimum of once per week, according to the procedure set forth in the Solid Waste Ordinance. The frequency of collection and the placement and type of container shall be based on health, safety and convenience.

The use of compactors, containers, temporary construction dumpsters, and roll-off containers shall be the subject of private agreements between the Provider and users to the extent possible, if not regulated by local policy or Ordinance. When conflicts exist as to the type, size, or frequency of collection, the Town's Public Works Director or Designee will make the final determination, or the Town may specify requirements by local policy or Ordinance.

B. Containers:

Provider shall include Recycling Containers, and Carts: 96 gallons and Dumpsters: 2, 4, 6, 8 cubic yard. The Provider shall furnish new, of uniform color, carts and provide, maintain and repair all equipment necessary to provide refuse collection, removal, and disposal of residential solid waste, including new rollout garbage Carts delivered to customers, sufficiently in advance of the contract's inception date. The Town of Chadbourn acknowledges that all Equipment provided by the Provider shall remain the property of Provider. All containers will be kept in good condition with all doors, latches, and springs in operable conditions. The dumpster containers will be designed and maintained not to allow any liquid leakage. All dumpsters will be painted and maintained by Provider. The Town's Public Works Director or designee shall determine when a dumpster container is no longer serviceable and must be replaced.

C. Approval of Containers

Upon the effective date of this agreement, Provider shall receive approval from the Town before using any new type of container other than provided herein or in the local policy or Ordinance.

D. Frequency:

1. Residential service shall be once per week; unless determined mutually between Provider and the Town.
2. Commercial size and frequency of service will be determined mutually between Provider and the Town.
3. Institutional/School size and frequency of service will be determined mutually between Provider and the Town.

E. Hours:

Residential: collection shall be between the hours of 6:00 am, to 8:00 pm, Monday through Friday.

Commercial: collection shall be between the hours of 5:00 am, to 8:00 pm, Monday through Friday, and 5:00 am, to NOON on Saturday.

F. Holidays:

When the regular pick-up falls on a holiday, as herein defined (New Years Day, Thanksgiving Day, and Christmas Day), the pick-up shall be made on the following day, except on Sunday.

G. Missed Collections:

In the event that a regularly scheduled collection is missed and either the Town or the Provider receives a complaint, a special collection of the solid waste will be required of the Provider within twenty-four (24) hours. The Town of Chadbourn shall notify the Provider of any such complaint it receives within four (4) business hours.

In the event of missed pickups due to the customer or resident's negligence, at the customer's request, a special pickup will be made within twenty-four (24) hours and the provider reserves the right to charge the customer/resident per the rate schedule.

In the event of missed pickup due to acts of God, weather, or events outside the control of the Provider, pickup will be made as soon as possible when conditions are safe to continue service.

H. Interruption/Continuity of Service

An interruption of service due to a vacancy, whether temporary or permanently, in which the customer requires service for a period of less than ten (10) days will not constitute a full month of service and therefore no billing of charges. A period of service to ten (10) days or greater will be deemed a continuation of service for an entire month and subject to charges for a complete month.

I. Special Services

The Provider shall, upon request of the Town, provide special services as follows:

1. Dead Animals

The Provider shall allow the Town to dispose of dead animals at no cost to the Town. Provider will furnish a disposal container for the Town which meets the specifications set by the Public Works Director.

2. Special Services

Upon request and for a fee, the Provider shall provide special services for items that do not conform to the weight or size limitations for regular pick-up, such as the removal of bulky wastes, and white goods. White goods are defined as appliances (stoves, refrigerators, etc.).

3. Special Wastes or Hazardous Waste

The Provider shall, upon request, provide for the collection and removal of special wastes or hazardous wastes, if Provider is licensed to do so, according to any applicable federal, state, or local requirements. The disposal of such waste is a matter of private agreement between the parties, and the rates shall not be set by the Town. Provider shall dispose of all such waste only in an appropriately permitted facility. Special waste means a solid waste which may require chemical analysis prior to acceptance or which may require special handling or disposal procedures. Special wastes include, but are not limited to: asbestos, bulk tires or other bulk materials, biomedical waste, sludge and contaminated soil.

4. Festivals and Events

The Provider shall, upon request, provide suitable containers for the use, collection, and removal of solid waste at the Town of Chadbourn’s Official Festivals and Events. Unless otherwise agreed, the Town may have up to four (4) supported official festivals or events per year at which the Provider will not charge separately for these services.

The Provider shall provide at which the Provider will not charge for these services.

- Deliver 96 Gallon Containers to Residence within 48 Hours of New Service
- 96 Gallon Containers Free at Town Hall (at least 4)
- Two Green/yard waste service (for recycle items)
- One Large Rolloff Container at Public Works to Containerize Bulky Waste
- Pick-up of six (6)trash containers in the downtown area

J. Primary Proposal Comprehensive Recycling and Yard Waste service contracts for the Town of Chadbourn

Identify and propose comprehensive cost of services and operations related to collecting residential yard waste and recycling within the Town of Chadbourn.

ATTACHMENT A

FEE PROPOSALS

A. Please complete the table below with the appropriate price points.

I. BID PROPOSAL FOR MSW

SERVICE TYPE	UNIT PRICING
A. 96 Gallon Residential MSW	\$ _____/Month
B. Commercial Dumpsters	
1a. 2 cubic yard	1 Pickup/Wk: \$ _____/Month
1b. 4 Cubic yard	1 Pickup/Wk: \$ _____/Month
1c. 6 Cubic yard	1 Pickup/Wk: \$ _____/Month
1d. 8 Cubic Yard	1 Pickup/Wk: \$ _____/Month
2a. 2 cubic yard	2 Pickups/Wk \$ _____/Month
2b. 4 Cubic yard	2 Pickups/Wk \$ _____/Month
2c. 6 Cubic yard	2 Pickups/Wk \$ _____/Month
2d. 8 Cubic Yard	2 Pickups/Wk \$ _____/Month
3a. 8 Cubic Yard	3 Pickups/Wk \$ _____/Month

II. BID PROPOSAL FOR LEAF/LIMB

A. Leaf/Limb Pickup (5'X5'X5' Pile)	Weekly Pickup: \$ _____/Month
B. Leaf/Limb Pickup (5'X5'X5' Pile)	Twice Monthly Pickup:\$ _____/Month

III. COMMERCIAL CARDBOARD

A. 8 Cubic yard dumpster	1 Pickup/Wk: \$ _____/Month
	2 Pickups/Wk \$ _____/Month
	3 Pickups/Wk \$ _____/Month

- B.** Identify, describe, and propose method of service delivery from Container deployment through at least the initial six months of the service contract, (attach your company’s response and place as a heading, “Proposed method of service delivery for: MSW & YARD DEBRIS SERVICE CONTRACT”).

The TOWN OF CHADBOURN invites your Proposal for RESIDENTIAL AND COMMERCIAL SOLID WASTE AND LEAF AND LIMB to be opened on **February 1, 2017 at 10 AM** in TOWN COUNCIL CHAMBERS in TOWN HALL located at 602 North Brown Street, Chadbourn, NC 28431

Use this form only, for submitting Proposals. In submitting your proposal, keep in mind any alterations, changes in Proposal format, will make it difficult to evaluate Proposals.

Supplementary and Alternate Proposals are welcome in addition to the Primary Proposal. The Town of Chadbourn reserves the right to reject any or all proposals.

.....
 The Town of Chadbourn will select the most responsive Provider in accordance with the specifications contained in this REQUEST FOR PROPOSALS. The Proposal documents include all conditions, specifications, and terms set forth by the Town.

Return the following: Proposal Form and Documentation (if required), to Linda Gaddy, Deputy Town Clerk, located at 602 North Brown Street, Chadbourn, NC 28431.

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same services, materials, supplies, or equipment and is in all respects fair without collusion or fraud. I understand collusive Proposals are a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The Provider hereby makes an offer to the Town of Chadbourn [AGENT: Patricia Garrell, Interim Town Manager] in accordance with the Proposal documents, including this Proposal Form and all enclosures. The undersigned individual certifies that he or she is authorized to sign this Proposal for the Provider.

Date _____

- The following are enclosed:**
- Letter of Transmittal
 - Narrative, to include a Method of Service
 - Container Deployment Plan
 - Fee Proposal (**Use Attachment A only**)
 - Audited Financial Statement (Most Recent)
(Attachment B)

 OFFICIAL LEGAL NAME OF PROVIDER

 ADDRESS

 TOWN STATE ZIP CODE

 AUTHORIZED SIGNATURE

 PRINT NAME TITLE

(____)_____(____)_____
 TELEPHONE NO. FAX NO.

 FEDERAL I.D. NUMBER

ATTACHMENT B

****Copy of Bidders most recent Audited Financial Statement****