

**VILLAGE OF MARVIN
AND
TOWN OF WEDDINGTON**

SOLID WASTE SERVICES

REQUEST FOR PROPOSALS



**10004 New Town Road,
Marvin, NC 28173**



**1924 Weddington Road,
Weddington, NC 28104**

APRIL 1, 2021

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Town of Weddington
&
Village of Marvin
Solid Waste Services

Summary of Request for Proposals (RFP)

The Town of Weddington and Village of Marvin (herein referred to as “Municipalities”) are seeking proposals from qualified service providers for solid waste collection and related services (herein referred to as “Services”) to residents. The Municipalities are located in western Mecklenburg and Union Counties, North Carolina. Combined, the Municipalities have a population of more than 18,000 people.

The intent of this RFP is to lead to separate agreements between the selected Contractor(s) and each Municipality, for the provisions of the Services. Respondents to this RFP (each a "Proposer" or “Contractor”) will be bound through a contract (the "Contract") to the terms and conditions of this RFP. The successful Proposer will be required to perform those Services set forth in the RFP and must include all facilities, labor, materials, equipment, and supplies necessary, as specified in this RFP, to do so.

This RFP is comprised of the base RFP Services with twelve (12) Optional Bids, exhibits incorporated herein, and any addenda released before Contract award. By submitting a proposal, the Proposer agrees to meet all terms and conditions stated in this RFP. If a Proposer is unclear about a requirement or specification or believes a change to a requirement would allow for the Municipalities to receive a better proposal, the Proposer should submit a question during the question and answer period. Exceptions or modifications to this RFP's terms and conditions made by a Proposer are void and will not be considered by the Municipalities.

Service Description

Municipalities are requesting proposals for the residential collection and disposal of curbside household trash and recyclables, bulky items, yard waste, and seasonal hazardous waste, Christmas Trees, electronic, and white goods.

Receipt and Opening of Bids

Sealed proposals must be received and on file with the office of the Village Manager at 10004 New Town Road, Marvin, NC, North Carolina, 28173 on or before **1:00 p.m. on Friday, May 7, 2021**, at which time they will be publicly opened and read aloud. The envelope containing the proposal must be sealed and clearly marked “Solid Waste Services Request for Proposals.” One (1) original and two (2) copies of the proposal must be presented with the name and address of the Proposer clearly shown and in accordance with instructions and upon forms furnished by the Municipalities.

Projected Timeline

Task	Timeline
Advertise and Release RFP	April 1, 20201

Questions regarding the RFP due	April 23, 2021
RFP submittal deadline	May 7, 2021
Presentation to Marvin Board	June 8, 2021
Presentation to Weddington Board	June 14, 2021
Contract Negotiations/Finalization	June 15 – September 15
Contract Start Day	September 15, 2021
First Day of service	March 14, 2022

Contracted Services are projected to be selected by both Municipalities the week of June 7th, 2021 and June 14, 2021. Municipality/ies plan to select Contractor(s) and sign contract(s) by September 15, 2020. and will begin Services March 14, 2022 and extend through March 14, 2027. Municipalities will retain an option to extend the contract for two (2) additional two-year terms.

Questions, Corrections, and Addenda to the RFP

All inquiries about this RFP or any request for additional data **must** be submitted in writing and sent to Municipal contacts below by **April 23, 2021**. Each contact must be sent the same question and/or inquiry in order for it to be valid. Answers to questions will be provided to all bidders. All official bid addendums and/or corrections will be posted on the Village of Marvin and Town of Weddington’s websites at: www.marvinnc.gov and www.townofweddington.com

Municipalities will not be responsible for emails that are delayed, not sent, or not received. Municipalities are not responsible for technological issues or other problems that might prevent the Proposer from accessing or reviewing the RFP Addenda.

Municipalities Contact:

Village of Marvin
Attention: Christina Amos, Village Manager
10004 New Town Road
Marvin, NC 28173
Telephone: (704) 627-2020
E-Mail: Manager@Marvinnc.gov

AND

Town of Weddington
Attention: Lisa Thompson, Town Administrator
1924 Weddington Road
Weddington, NC 28104
Telephone: (704) 846-2709
E-Mail: lthompson@townofweddington.com

Legal Compliance

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over the Services shall apply to this RFP and the Contract throughout, and they will be deemed to be included in this RFP and the Contract. The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

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 either Municipality such as the Village of Marvin Manager, Town of Weddington Administrator, legal counsel, and individual elected officials 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. A Proposer not in compliance with this provision shall be disqualified from contract award, unless it is determined by both Municipalities' discretion that the communication was harmless, that it was made without intent to influence and that the best interest of both Municipalities would not be served by the disqualification. A Proposer may be disqualified if its sub-contractor 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 either Municipality for this RFP or general inquiries directed to the Municipalities regarding status of the RFP (prior to proposal submission) or the status of the Contract award (after submission) are excepted from this provision.

Disqualification of Proposers

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 Proposer and the rejection of his Proposal:

- Evidence of collusion among Proposers.

- 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 Municipalities

- Default on a previous Municipal contract for failure to perform.

- Submittal of fraudulent information or misrepresentation of the Proposer's capabilities and experience.

- Failure to submit required responses and documentation to the RFP.

The Town of Weddington and Village of Marvin reserve the right to enter contracts separately as outlined by price per municipality with the RFP with the base bid and to accept/reject any option bids and to reject any and all Proposals and to decline to award a contract for these Services. Municipalities will bear no responsibility for costs incurred in preparation of responses to this RFP.

SECTION 1: PROPOSER GENERAL INSTRUCTIONS/QUALIFICATIONS

Preparation of the Proposal

All bid proposals shall be made on the forms attached and shall give the amount of the bids for work in both words and figures and must be signed by the Proposer. All blank spaces in each bid proposal form

must be completed in full in ink or typewritten. In case of a discrepancy, prices written out in words in the proposal form shall govern and any errors found elsewhere, will be corrected.

Any bid may be withdrawn prior to the above-scheduled time for the opening of the bids or authorized postponement thereof. **Any bid received after 1:00 p.m. on Friday, May 7, 2021 shall not be considered.**

For purposes of evaluation and award, all bids shall remain firm for until September 15, 2021 to allow the parties to enter into binding contracts.

Qualifications of Proposer

All Proposers shall have adequate financial resources, experienced personnel, properly operable and leak-free equipment, availability of adequate disposal facilities and expertise to perform the Services required by these specifications.

A Proposer must be prepared to furnish satisfactory evidence to the Municipalities that the Proposer can and does meet the above required qualifications. No contract will be awarded to any company which, as solely determined by the Municipalities, has an unsatisfactory performance record or inadequate experience, or which lacks the necessary capital, organization, disposal facilities and equipment to conduct and complete the Services in full accordance with the specifications.

All Proposers shall comply with the applicable solid waste laws of the United States of America and the State of North Carolina, the rules and regulations promulgated there under; the Code of Ordinances as they relate to the Municipality of which they serve (note: the Town of Weddington and Village of Marvin have two different distinct Code of Ordinances and the vendor shall familiarize themselves with both and abide to respectively); and where applicable, the rules and regulations of Union and Mecklenburg Counties, North Carolina. The Proposer shall meet all requirements of these laws, rules and regulations, including any subsequent changes.

Name, Address and Legal Status of the Proposer

The proposal must be properly signed in ink and include the address, telephone number and the legal status of the Proposer, whether corporation, partnership, or individual. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws.

If the Proposer is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the proposal. Anyone signing a bid as an agent of another or others must submit with their bid legal evidence of their authority to do so.

Bid Security and Evidence of Insurance

Each bid must be accompanied by a certified check, irrevocable letter of credit or bid bond in the amount of \$75,000 payable to the "Village of Marvin or The Town of Weddington." The bid bond is intended to ensure that the Proposer, if awarded the Contract, will execute the same and will timely furnish the required Performance Bond, evidence of Insurance, and other required documents. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company licensed to do business in the State of North Carolina. Should either Municipality not accept the proposal/s, the certified check or bid bond deposited

herewith will be returned in the respective amount/s. The bid bond or letter of credit will be released after final rejection for unsuccessful Proposers and upon execution of the Contract for the successful Proposer.

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

Liability Insurance

Contractor shall provide evidence of required insurance coverages as more specifically set forth in the Scope of Services.

SECTION 2: PROPOSAL REVIEW

All proposals will be reviewed for clarity and completeness. Proposals must include all requested forms and supplemental information, in addition to base bid and optional bid sheets.

Proposals determined to be complete and responsive will be forwarded to the review committee. Municipalities may request clarifying information and/or may choose to remove proposals from further consideration without seeking additional information. Municipalities may also require initial presentations. The Municipality reserves the right to reject any and all proposals.

Interviews and Presentations

The Municipality has the option of requesting presentations by Proposers during proposal review. Interviews will be conducted in closed meetings, but any presentations to the Municipality elected officials are required to be in open meetings.

Municipality Investigation and Inspections

The Municipality reserves the right to make independent investigations as to the qualifications of the Proposer. Such investigation may include site visits to existing operations, background checks for pending or past litigation, reference checks etc.

Evaluation Committee's Recommendation

Upon completion of its evaluation, the Evaluation Committee will make its recommendation to the Town of Weddington and Village of Marvin elected officials. The recommendation may include negotiating with those Proposers, which demonstrated the best match with the evaluation criteria or to reject all proposals.

Public Documents and Disclosure

While the Municipality has no plans to publish proposals and other information provided by a Proposer, pursuant to State Law, the Municipality may be required to publicly disclose to third parties any proposals and materials submitted by Proposers. In order to preserve the integrity of the procurement process, it is the Municipality's intent to release no information prior to the conclusion of the procurement process unless ordered to do so by law.

The Municipality will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

Reservations and Limitations

1. **Authority to Accept or Reject Proposals** – The Municipality reserves the following rights: to reject all proposals; to discontinue its negotiations after commencing negotiations with a finalist, if progress is unsatisfactory, and commence discussions with another Proposer; to contract with those finalists, who in combination produce the most advantageous result; to accept and negotiate proposals to collect and/or process garbage, yard waste, white goods and recyclables or any combination that is determined to be best for the Municipality.

2. **Proposer’s Self Reliance** – Proposers are expected to be knowledgeable about the structures to be served, to understand the Municipality’s terrain, streets and alleys, and locations for containers used for garbage, yard waste, white goods and recyclables. Proposers are expected to determine the appropriate equipment to provide the required Services.

3. **Proposer’s Responsibility for Costs** – The Municipality will not reimburse any Proposer for any costs involved in the preparation and submission of proposals, in making an oral presentation or in contract negotiations.

SUPPLEMENTAL INFORMATION

Supplemental information must be answered for all proposals. The questions were developed to directly support proposal evaluation and the evaluation criteria. Please read the evaluation criteria to fully understand priorities in evaluating proposals and selecting a Contractor.

List or reference the question before each answer. An answer to a question may refer to a document or page where the information may be found without repeating it, provided that any document referred to must be submitted with the proposal. A cross-reference may be made if the answer to one question also appears in an answer to another.

SUPPLEMENTAL INFORMATION REQUESTED

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 and fax 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.

2) Background and Past Performance

Municipalities wish to enter into a long-term stable relationship with a collection firm that shares the collection principles outlined within the RFP. Therefore, we are seeking Contractors with secure and reliable standing, limited past litigation problems, extensive and successful service delivery, state of art equipment and management, high customer and client satisfaction and a strong record of environmental compliance. Please provide the following:

2a) **Proposer and Surety Commitment** – Complete **Form 2** -4 acknowledging commitments regarding this proposal and potential ensuing contracts.

2b) **Contact Information – Qualifications and Resumes of Key Employees:** 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 Municipalities.

2c) **Key Employees** – Complete **Form 5** with background on key employees for the Proposer and all sub-Contractors.

2d) **Litigation History** – Explain in detail any and all litigation within the past five years involving any company, partner, holding company, or subsidiary in this venture, or any corporate officer, including litigation: arising out of performance of a solid waste or recycling collection contract; arising from or connected with violation of state or federal anti-trust laws; or arising from or connected with allegation of corrupt practices. 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 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.

2e) **Financial Strength** – 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 financial information provided is not to Municipalities’ satisfaction, Municipalities’ reserves the right to request additional information. If Proposers wish to protect any of these statements from public disclosure, they should clearly label the statements as proprietary.

2f) **Operational Experience** – Answer questions **a** through **c** below, describing your firm’s relevant experience. For each question provide the following detailed information: duration of the

program; collection systems; annual tonnage; number of structures and units served; problems in establishing and providing service; experience in implementing changes; actions taken to resolve problems; experience in providing customer service; average daily complaint rate (including missed collections); evidence of customer and jurisdiction satisfaction; and reference contacts at jurisdiction.

- a) Residential garbage collection from cans and/or containers.
- b) Residential collection of yard waste
- c) Residential collection of recyclable materials

2g) Environmental Performance – Municipalities desire to partner with a Contractor that has a strong environmental record and that has experience in solving environmental issues in a timely manner. Therefore, describe any regulatory complaints or violations related to your solid waste operations received within the last five years. Provide evidence of successful mitigation of environmental and community impacts from your solid waste operations.

2h) Price Modifications: Proposer shall list all CPI increases with all other municipal entities they service over the last five years.

3) Operations

Municipalities seeks innovative and responsive proposals that improve system efficiency, keep costs down, allow flexible and increased access to Services, meet customer needs, reduce impacts on public and environmental health, and provide long-term service stability.

3a) Collection Services: Proposer should explain how it plans to provide collection Services at least as comprehensive as those Services currently being provided by the Municipalities 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.

3b) Collection staff training/background: Proposer should state minimum training and experience requirements for collection personnel as it applies to all proposed categories of collection. Proposer should describe safety training program(s). Proposer should describe their policies for background checks for each collection employee.

3c) Collection facilities: Describe the facilities where you propose to site and maintain your vehicles, store inventories, and perform any other functions (i.e. administration, billing) to support your garbage, yard waste, white goods and recycling collection operations. Please provide location(s) and indicate the status of any permits that these facilities require from regulatory agencies. Have your facilities been found in violation of any permits or other regulatory requirements? If so, what was the permit or regulatory infraction and how was it resolved?

3d) Customer Service:

- 1. Customer Service:** Proposer should explain how it plans to maintain customer service and satisfaction throughout the Contract term.
- 2. Call Center.** Proposals must explain how Proposer will allow Municipality access to the Proposers work order management – customer service system.

3. **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, etc.
4. **Information Management:** Proposers should describe in detail how it plans to record, manage, and report information.
5. **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 sub-proposers it intends to employ and describe the specific work that would be performed by each sub-proposer.

SECTION 3: SCOPE OF SERVICES

Proposed Costs for Services

Proposals must include both the required base proposal and optional components using FORMS 6-18.

All Proposers must submit a base proposal covering the collection and disposal of all waste streams and single stream recycling in the manner described below.

No service will be provided for construction or building materials (i.e. roofing, masonry, lumber), automobile parts, tires, tree stumps, whole trees, batteries, dirt, chemicals or hazardous materials.

Solid Waste Collection and Disposal-BASE(See Form 6)

Household Trash: Household trash is collected on a once weekly basis from curbside, except for disruptions caused by inclement weather, legal holidays, or unavoidable circumstances. Contractor shall not be responsible for items that cannot be readily loaded by two laborers. Each residence shall be limited to uncompacted residential trash that fits within the provided 96 gallon container per pickup under the Municipalities contract.

Backdoor Service: Elderly and disabled persons will be required to place on file with the Contractor, a certification that they are unable to move the garbage cart to the curb and these locations will require backdoor service. Contractor shall provide backdoor service for qualified residents at no additional cost

Recycling Collection and Disposal (single stream)-

OPTION 1 - weekly (See Form 7)

OPTION 2 – bi-weekly (See Form 8)

This includes curbside recycling service using single stream recycling carts

Bulk Collection and Disposal-

OPTION 3 - bi-weekly (see form 9)

OPTION 4 – monthly (see form 10)

OPTION 5 – seasonal twice per year (see form 11)

This includes large bulky boxes, items of furniture, chairs, tables, couches, mattresses, cabinets, dressers etc. (This item and other parts of this contract involving bulky items may be redefined and renegotiated in the event the Contractor is prohibited from placing these items in the Union County Landfill). The Proposer reserves the right to charge the customer directly for bulk pickups that are scheduled outside of the scheduled pickup at a cost billed and collected directly to the customer upon request by the customer.

Yard Waste Collection and Disposal-

OPTION 6 – weekly (See Form 12)

This includes plant material such as leaves, pine straw, grass clippings, tree branches and brush, flowers and shrubbery trimmings and/or other yard debris commonly thrown away in the course of maintaining yards and gardens. At no time shall the Contractor incorporate yard waste into garbage collection. Bagged leaves and loose brush (brush cannot exceed 6 feet long by 3 inches in diameter and cannot exceed eight cubic feet in quantity) will be picked up on a day as specified by the Proposer. Yard waste must be debagged at the curb by the contractor before placing into collection vehicle

At no time shall the Contractor be responsible for the collection of yard waste produced from lot clearing or tree removal, nor any dirt, rocks, tree stumps or roots.

Household Paint/Motor Oil Waste-Annual/Seasonal (MARVIN ONLY)

OPTION 7 (See Form 13) Waste shall only include residential or domestic waste such as paint, motor oil, gasoline, etc. The cost of all disposal fees shall be the responsibility of the Contractor. Each Municipality shall provide a location acceptable to the Contractor to conduct the household paint/motor oil waste.

Christmas Tree Collection- Annual/Seasonal:

OPTION 8 (See Form 14)

The cost of all disposal fees shall be the responsibility of the Contractor. Christmas trees will be eligible for collection as yard waste provided all decorations have been removed, throughout the month of January

Electronic Waste Collection and Disposal-Annual/Seasonal

OPTION 9 (See Form 15)

Contractor shall host an annual electronic recycling event for all residents to dispose of electronics such as computers, televisions, and printing devices. Each Municipality shall provide a location acceptable to the Contractor to conduct the annual e-cycling event. The Contractor shall accept and dispose of all e-waste that has been collected by the Municipality during the year. The cost of all e-waste disposal fees shall be the responsibility of the Contractor.

White Goods Waste Collection and Disposal-Annual/Seasonal

OPTION 10 (See Form 16)

Contractor will collect residential white goods, including, but not limited to, appliances, stoves, refrigerators, freezers, washers, dryers, trash compactors, water heaters, furnaces and window unit air conditioners. Contractor is responsible for collection and disposal of all residential white goods placed at the curb during the event. (This item and other parts of this contract involving white goods may be redefined and renegotiated in the event the Contractor is prohibited from placing these items in the Union County Landfill). Contractor must provide a scrap metal recycling company and associated site that accepts white goods for disposal. The Proposer reserves the right to charge the customer directly for white good pickups that are scheduled outside of the scheduled pickup at a cost billed and collected directly to the customer upon request by the customer.

Code Enforcement- (SEE FORM 9-11)

To assist with the Town’s code enforcement efforts to maintain a healthy environment for the community, contractor agrees to provide on-call Bulk/E-Waste pick up at no charge for up to 5 pick-ups per year, with any additional pick-ups provided at the “on-call” rate setforth in the FORMS 9-11.

SERVICES PROVIDED AT NO ADDITIONAL CHARGE

The following services under this Section shall be provided at no additional charge, said charges being incorporated into The above charges:

Community Services

Town Facilities:

Contractor shall provide weekly Solid Waste and Recycling Services at the Town Facilities listed below at no additional charge.

Town of Weddington Facilities

Town Hall

Town Park

Village of Marvin Facilities

Village Hall

Marvin Efird Park

Special Events

Contractor shall provide on-call pick-up services (as-needed) as well as providing special event Recycling and Solid Waste receptacle/can delivery and collection services for Special Events hosted by the Municipality. Municipality shall provide Contractor with 7 days notice prior to any Special Event. Special Events anticipated in FY 2023 are as follows:

Weddington Special Events

4 Food Truck Fridays

2 Littersweep Events

2 Festivals in Town Park

2 Movie Nights

Marvin Special Events

1 Spring Movie Night

1 Marvin Day Celebration

1 Easter Egg Hunt

1 Holiday Tree Lighting

1 National Night Out

Storm Debris Collection

Upon 24 hour notice, Contractor agrees to provide on-call storm debris collection at the “on-call” rate setforth in the Base Bid (FORM 6).

The prices provided in attached FORM 6-18 are all expected to be all-inclusive indicating any and all costs associated with collection, disposal or tipping/transfer/haul fees, administrative, delivery and

assembly fees of carts per section below for new customers and any other costs which may be incurred. All billing will be in accordance with the monthly unit count and cost. All unit prices shall be rounded to the nearest cent. Unit numbers provided are for evaluation purposes only. Municipalities make no guarantee as to the number of residential units to be serviced. Prior to contract execution a final unit count will be established and will be reviewed annually at the request of the vendor selected.

TOWN OF WEDDINGTON		VILLAGE OF MARVIN	
Estimated 2021-2022 Units*	4,500	Estimated 2022-2023 Units*	2,000
Estimated 2022-2023 Units*	4,575	Estimated 2022-2023 Units*	2,100
Estimated 2023-2024 Units*	4,700	Estimated 2023-2024 Units*	2,150
Estimated 2024-2025 Units*	4,850	Estimated 2024-2025 Units*	2,200

*includes single family and du/triplex residential units only. Apartment buildings or other facilities with more than three residential units are not included. These numbers do not reflect any additional units that could result from voluntary annexation efforts.

All Proposers should be familiar with Municipalities corporate limits, including recently annexed areas, prior to making a proposal. See attachment 1 and 2 for maps and background description.

Rollout Carts

Rollout Carts shall conform to the following specifications (equivalent) and be included in the bids and options costs:

- (1) Capacity: as required by the current service for the Municipalities.
 Solid Waste = ±96-gallon (Green or as designated by respective Municipality)
 Recyclables = ±96-gallon (Blue or as designated by respective Municipality)
- (2) Design: wheeled, covered, hinged flip-top design meeting ANSI Standards Z245.30 and AZ245.60 "Type B/G" containers.
- (3) Material: plastic material with sufficient UV inhibitor content to ensure a minimum 10-year life.
- (4) Performance: waterproof design and construction.

During the term, the Municipalities will lease all rollout carts provided by the Proposer to service the Municipalities. The Proposer shall properly maintain all rollout carts in service in functional, clean and safe condition. Proposer will provide new carts upon commencement and for new residents and provide maintenance and/or replacement carts at no additional charge when needed, said costs being included as part of the base solid waste and recycling rates as provided. The Contractor shall also be responsible for replacing all carts that are lost, stolen, damaged, and/or worn beyond their useful life. Contractor shall have the right to charge the resident (but not the Municipalities) for the cost of repair or replacement due to gross abuse or negligence only with prior approval from the respective municipality. Equipment furnished during the duration of the Contract shall become property of the municipality at the option of the municipality upon termination of contract.

Current valid insurance policies meeting the requirements policies meeting the requirements hereinafter shall be maintained during the Contract Term. Renewal certificates shall be sent to the municipality prior to an expiration date. There shall also be a 30-day notification to the municipality in the event of cancellation, modification of coverage, or reduction of aggregate limits below those required herein.

Certificates of insurance meeting the required insurance provisions shall be forwarded to the municipality.

Contractor shall be responsible for notifying the municipality for any material changes in a policy.

All certificates of insurance shall be furnished on an ACCORD form or equivalent as required by this contract. Certificates for each insurance policy area to be signed by a person authorized by that insurer to bind coverage on its behalf. Each certificate shall include language substantially similar to the following:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in the policy affecting the certificate holder, thirty (30) day’s prior written notice will be given the certificate holder.”

For the purpose of the contract, the Contractor shall carry the following type of insurance in at least the limits specified below:

Coverages	Limits of Liability
Worker’s Compensation Employer’s Liability	Statutory \$1,000,000 each occurrence \$3,000,000 aggregate
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$3,000,000 aggregate
Automobile Bodily Injury And Property Damage Liability \$3,000,000 aggregate	\$500,000 each person \$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence \$3,000,000 aggregate
Environmental/Pollution Liability	\$1,000,000

Performance Bond

The successful Proposer shall be required to furnish a performance bond as security for the faithful performance of the contract, in an amount equal to one hundred percent (100%) of the annual contract sum. An example of the performance bond to be issued to the Municipalities should be attached to the proposal for reference. Premium for the bond described above shall be paid by the Proposer. A certificate

from the surety showing that the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company licensed to do business in the State of North Carolina. The Performance Bond Surety letter must be included as part of the proposal package.

SECTION 3: SERVICE REQUIREMENTS

Real-Time Reporting

Proposer is expected to have an enhanced customer service work order management system with real-time data and route video and/or pictures. The Proposer's work order system shall include the following information:

- (1) Customer's name, address, and phone number;
- (2) Route number and truck number assigned to complaint address;
- (3) Type of service involved;
- (4) Nature of the complaint;
- (5) Date and time the complaint was received;
- (6) Date and time problem occurred;
- (7) Action taken by Proposer;
- (8) Date and time the complaint was resolved;
- (9) Name of person who resolved the complaint;
- (10) Photos of the Complaint; and
- (11) Photos documenting resolution of the complaint (if applicable)

Automated Vehicle Locator System (AVL) The Proposer shall be responsible for providing and implementing an AVL-based service verification and asset management system. Municipalities will provide the Proposer a customer list and the Proposer shall be required to populate a database with customer name/ID and physical address. Proposer shall provide, populate, and maintain a service verification system. Service verification software shall be capable of providing reports requested by the Municipalities, in PDF and Excel formats.. The Proposer shall provide the Town with complete visibility of daily collection service operations through the use of a web-based, real- time GPS map-based tracking system. Proposer is responsible for all costs of implementation, operation, and maintenance and the system must be operational and accessible by **June 1, 2022**.

Promotion and Education At no additional charge, Contractor shall provide community service, public outreach and education through participation in and support of annual 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 respective Municipalities. Contractor agrees to provide equal participation/contribution to both Municipalities. As part of these services, Contractor shall be responsible for preparing periodic digital and print communication pieces – such as flyers, trinkets, and brochures – with the Municipality's administration that focus on educating citizens on the various aspects of the waste management program and recycling benefits, provide a listing of what materials can go into the recyclable materials bin, provide instructions on the proper handling of the collection bins, and provide instructions on what residents are to do with trash that does not fit into the collection bins.

Public notification procedures may include, but are not limited to, mail, door to door, web-based initiatives, PSA's and promotional events. The costs of these educational programs are the responsibility of the Contractor. The contents of information provided will be approved by the respective Municipality in advance of distribution to municipal residents.

Calendar

The Contractor will also provide all households with a magnetic calendar indicating solid waste, recyclables, e-waste/bulk items, and yard waste pickup dates. The calendars will be provided in year one only of the Contract. These costs are the responsibility of the Contractor.

Customer Service

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 Municipalities, 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 (defined as located in/or adjacent to Union County) at which the Proposer can respond to service inquiries and complaints received by the Municipalities 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 Municipalities and Proposer's obligations under the Contract. Proposer shall maintain a local telephone number routed to the local office where service inquiries and complaints can be received by Proposer. 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 establish a process, subject to respective Municipality 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 said Municipality. Contractor shall provide website or mobile app access specific to the Municipalities for customer contact, complaints, and information.

Proposers shall satisfy themselves by personal investigation and by any other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No verbal information derived from the Municipalities or its employees shall relieve the Proposer from any risk or from fulfilling all terms of the contract.

All Proposers shall tour the areas and familiarize themselves with the work contemplated in the contract. Submission of a proposal shall be deemed conclusive evidence that such a tour has been made by each Proposer and shall constitute a waiver by each of all claims in proposal, withdrawal of proposal, payment of extras, or combination thereof, under the executed contract, of any revision thereof.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals.

SECTION 4: RATES, INCREASES, FEES/PENALTIES

The proposal costs shall constitute the total cost for the Municipalities for complete performance in accordance with requirements and specifications herein. In calculating bid pricing to be offered, bidders are cautioned to include all costs associated with providing the Services identified. Those costs should include, but not be limited to collection, disposal, administrative costs, equipment, manpower, cost of fuel, maintenance of equipment, etc. Proposer shall not invoice for any amounts not specifically allowed for in this RFP and the Contract. Proposers pricing structure must include the responses to the base bid and all chosen options. All pricing will be based on per unit cost as provided by each municipality within the RFP.

Modification to Compensation.

Rates shall be firm for the first five (5) year term of the contract which is anticipated to commence in August 2021 with Services beginning in Spring 2022; these charges shall be increased or decreased annually beginning July 1, 2023 to reflect changes in the cost of doing business as measured by the Consumer Price Index (CPI) as published by the U.S. Department of Labor. The percentage change in the charges shall be equal to the percentage change in the CPI from February of the then previous year to February of the then current year. The CPI to be used is All Urban Consumers, U.S. City Average, Garbage and Trash Collection Services. The increase shall not exceed three percent (3%) regardless of CPI for any one (1) year term and each municipality will be notified of said increase by March 1 of each fiscal year.

Fuel Surcharge:

All Proposers shall include their current cost for fuel in their proposal. No surcharge will be added to the monthly bill for the first twelve (12) months of the contract. If the cost of fuel increases more than 10% in a six (6) month period, to include the time between the contract award and contract start date, the Municipalities will then negotiate with the successful Proposer a monthly fuel adjustment fee to be added to the next monthly billing.

Pricing and Invoicing: Additional Services – (Subscription Accounts)

Additional Services: Residential Units may request additional services (such as extra carts) that exceed Municipal provided Services. The Proposer pricing structure and rates for subscription additional requested Services shall be at the established Municipal rates/prices as reflected in the Municipalities' fee schedule. The additional subscription Services requested shall be invoiced/ billed by the Proposer directly to the Customer without Municipal responsibility.

Invoicing: The Proposer shall directly invoice (subscription account) the residential customer within the Municipality at the respective Municipal current rate(s) for any Solid Waste Collection Services exceeding the service levels and/or quantities within the RFP and executed Contract.

Liquidated Damages for Failure to Enter Into the Contract

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The contract(s) shall be deemed awarded effective upon the vote or resolution of the Village and Town Councils and upon formal notice of such award. Proposer should familiarize themselves with the liquidated damages line items below.

The Proposer(s) to whom the contract(s) are awarded will be required to execute four (4) copies of the contract and to furnish all required insurance certificates. In case of Proposer’s refusal or failure to do so within thirty (30) days after its receipt of formal notice of award, Proposer will be considered to have abandoned all rights and interest in the award, and Proposer’s proposal security may be declared forfeited to the Municipalities as liquidated damages. The award may then be made to another Proposer or the Services re-advertised for proposals as the Municipalities may elect.

Liquidated Damages/Negative Adjustments

Quality customer service is of the utmost importance to the Municipalities. It is the intent of the parties that the Proposer shall provide high quality collection Services to the Municipalities. To that end, the Proposer shall cure all failures to provide service in accordance with and within the time limits set forth in the contract. If the Proposer fails to remedy such failures, provided such failure is not caused by action or inaction by the Municipalities own, the Municipality/ies, without waiving other remedies it may have under the contract, at law, or in equity, may deduct from any amounts otherwise payable to the Proposer as liquidated damages according to the following schedule. The amount of the liquidated damages set forth below is not intended as a penalty and is reasonably calculated based upon the Municipalities potential costs in completing the work or otherwise interfering with the Municipalities operations and resident Services.

Liquidated Damages may be deducted from the monthly payment to the Contractor.

Liquidated Damages / Negative Adjustments

	Incident	Cost Schedule
1	Collection of any material before 7:00 a.m. or after 7:00 p.m.	\$100 per first incident; \$200 per incident for each and every incident thereafter in any 30-calendar-day period.
2	Failure to complete any route on the regular service day, without notification to the Municipalities authorized representative.	\$500 per route for the 1 st incident, \$1,000 per route for each and every additional incident in any 30-calendar day period. Town may terminate Contract after the 3 rd incident.
3	Failure to roll containers to curb, empty at curb, and return containers to original location on days when back collection door service is to be provided by Proposer.	\$100 per incident; \$200 per incident for each and every incident thereafter in any 30-calendar-day period
4	Failure to respond to or resolve complaints by the end of the next business day after Proposer is provided notice of such complaint; or reporting unresolved complaints as having been resolved.	\$100 per incident; \$200 per incident for each and every incident thereafter in any 30-calendar-day period.

	Incident	Cost Schedule
6	Failure to leave non-collection notice for customer explaining why improperly set-out material was not collected. A retained copy of any such notice indicating that such notice was properly provided to customer shall be adequate proof of such notice.	\$100 per incident; \$200 per incident for each and every incident thereafter in any 30-calendar-day period
7	Failure to deliver container for new service, or replace lost, stolen or damaged container within two (2) business days of request.	\$100 per incident; \$200 per incident for each and every incident thereafter in any 30-calendar-day period
8	Failure to comply with uniform requirements.	\$25 per incident; \$50 per incident for each and every incident thereafter in any 30-calendar-day period
9	Failure to clean spillage (oil, hydraulic fluid, garbage, trash, recyclables, etc.) on the day written notice notification of such spillage is received provided by the Municipality.	\$3000 per incident; \$4000 for 2nd incident and \$5000 for 3rd, and each and every subsequent, incident in any 30-calendar-day period
10	Failure to repair damage to customer property upon written notice from respective Municipality and determination of Proposer's liability.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each and every subsequent, incident in any 90-calendar-day period
11	Failure to maintain office hours and supervisory contacts as required.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each and every subsequent, incident in any 90 calendar-day period
12	Failure to properly cover or secure materials on collection vehicles(s) to prevent leaking, spilling, and blowing.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each and every subsequent, incident in any 90-calendar-day period
13	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 and every subsequent, incident in any 90-calendar-day period
14	Failure to repair equipment that is breaking down, leaking fluids, or discharging debris after receiving notice of the same from the Town and/or failure to notice Municipality of emergency unload.	\$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
15	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 and every subsequent, incident in any 90-calendar-day period

	Incident	Cost Schedule
16	Failure to provide proper notification to Municipality or residents prior to route changes.	\$10,000 for the 1st incident; \$20,000 for each and every subsequent incident; Town may terminate Contract after the 3rd incident
17	Failure to deliver any residential solid waste, yard waste or recyclables to the designated facility.	\$1000 per incident; \$2000 for 2nd incident and \$5000 for 3rd, and each and every subsequent, incident in any 90-calendar-day period
18	Mixing waste materials collected in the Municipality with waste materials collected in other jurisdictions.	\$1000 per incident; \$2000 for 2nd incident and \$5000 for 3rd, and each and every subsequent, incident in any 90-calendar-day period
19	Mixing loads of solid waste (MSW) and recyclables.	\$1000 per incident; \$2000 for 2nd incident and \$5000 for 3rd, and each and every subsequent, incident in any 90-calendar-day period
20	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 and every subsequent incident per day in any 90-calendar-day period
21	Failure to implement AVL/GPS based Services by June 1, 2022	\$500 per collection vehicle per day.
22	AVL/GPS based Services not operational or service verification data not captured.	\$500 per collection vehicle per day.
23	Failure to meet any customer service standards	\$1000 per incident; \$500 per incident for each and every incident thereafter in any 30-calendar-day period
24	Failure to meet any general requirements	\$1000 per incident; \$500 per incident for each and every incident thereafter in any 30-calendar-day period
25	Failure to meet any vehicle requirements or violation of traffic law.	\$1000 per incident; \$500 per incident for each and every incident thereafter in any 30-calendar-day period

SECTION 5: COLLECTION DETAIL

Collection Days

Collection routes for solid waste and recycling and yard waste must be spread out evenly over five (5) consecutive business days within each municipality, unless required for a holiday, weather related event, or emergency. These days can be on the same days for both Municipalities or they can be on different days so long as both Municipalities are receiving collections spread evenly amongst five days within that municipality.

Hours of Collection

No solid waste, recyclables, yard-waste and bulk waste collection shall commence prior to 7:00 a.m. or continue after 7:00 p.m without the written permission of respective Municipalities manager/administrator after requested in writing by Contractor.

Holiday Collection

Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day or other day agreed upon by the respective Municipality and Contractor. Contractor will advertise a minimum of three (3) times in a local publication of the Municipalities' choosing and provide Municipality sufficient notice to update Municipalities' website prior to any schedule changes for holidays.

The following is a list of holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but the Contractor must meet its obligation as required.

Emergency Plan

The decision to delay or cancel operations will be made jointly by the Contractor and the respective Municipality. Contractor shall notify officials by no later than 5:00 AM on the morning following adverse weather. If operations are cancelled for one day, collection crews will operate on a delayed schedule, resuming collection the next day and completing the weekly schedule on Saturday if necessary. If the weather does not permit collection crews to operate for more than two days, collection will resume for the regularly scheduled collection day, skipping those days missed until the following week. The normal collection schedule will resume the following Monday.

The communication plan must include key operations and administrative personnel and include the contacts name, title, primary area of responsibility, immediate supervisor including his/her office and cell telephone number, pager number and email addresses for workday and after hour contact. The communication plan and/or contact names shall be updated as changes are made, but in no event less than semi-annually.

The base bid shall include a flat hourly fee for storm debris clean-up (excluding tipping fees).

Emergency Contact List:

Village of Marvin

Christina Amos, Village Manager

704-627-2020

Manager@marvinncc.gov

Town of Weddington
Lisa Thompson, Town Administrator
704-846-2709
lthompson@townofweddington.com

By August 1 of each year the Contract remains in effect, the Contractor shall review, update, and submit a written communication plan to the Municipality for review and approval.

Route Maps

The Contractor shall annually, unless a shorter time period is requested by the respective Municipality, review the existing collection maps. When adjustments are warranted, the Contractor shall submit detailed route maps, one (1) set each for service to the Municipality for the Municipalities review,

Each set of detailed route maps must show, for each collection day, the areas to be collected, the starting point for collection, and the exact direction and sequence of travel of the streets and alleys for each route to be collected. Route maps shall be submitted in reproducible, approved GIS format. All street names must be legible.

Routing and Collection Day Changes

In the event collection days or routes changes are needed for any reason, Proposers must follow the process of Route Maps as stated above unless the municipality requests otherwise.

Collection Day Change Notification Process

The Contractor shall be responsible for the full cost and provision of notification to all residential units locations affected by any change in routes or collection schedules, which has been approved by the Municipality which alters the day of collection.

Contractor shall provide at minimum for all expenses associated with developing printing and distribution of the following public information items:

1. Two (2) notices concerning collection changes and/or service changes in the newspapers in general circulation within the Municipality. Contractor will complete design and place these ads. Municipality will review the ads.
2. One (1) insert for applicable Municipal newsletters or email residence lists to Municipality customers. Municipality and Contractor to both design. Contractor will pay 20% of mailing and printing costs of newsletter.
3. One (1) direct mail or drop-off piece advertising changes in collection service. Contractor to develop and produce the letter to all Customers receiving the service.

Notification must be received by each affected residential unit location not less than one (1) week nor more than two (2) weeks prior to the starting date of such change. Such notice shall include the reason for the change and a telephone number and e-mail address to contact if further information is desired.

The Contractor is also responsible for ensuring that its equipment operators are fully informed of any approved change, and that the change is accomplished with a minimum of disruption to customers and daily operations.

Collection Impediments

A number of collection impediments may require special effort by the Contractor to provide collection Service(s). 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 Municipality. If this special effort requires the distribution of additional roll-out carts due to an unavoidable delay in collection Services, the Contractor will distribute them and will notify the affected Customers.

If the impassability of the street or alley due to extreme weather shall be governed by the Emergency Plan set forth herein.

Periodically major renovations are necessary to maintain the infrastructure of the Municipality. This renovation includes such activities as replacing gas, water, and sewer lines, surfacing or resurfacing streets, and replacing wiring for telephone, cable television, or internet. If the Municipality Manager or Administrator (or their designee) is notified in advance of these activities, the Municipality will notify the Contractor. However, it is not uncommon for work to be initiated without prior notification. Alternate 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 Municipality of the nature of the disruption, its location, and the Contractor's recommended alternative to provide service. The Municipality 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 Municipality. The Contractor will attempt to locate the individual responsible for the material and have them remove it.

If an illegally parked vehicle blocks a street or alley, the Contractor must inform the Municipality contact 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 Municipality, provide collection at start of shift on the following day. The Contractor is responsible for follow-up with the Municipality until the vehicle is removed and shall inform the Municipality when the vehicle is removed. Removal shall only occur as permitted by law; vehicles may be cited or otherwise penalized where appropriate.

SECTION 6: EQUIPMENT

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, yard waste,

recyclables and other optional bids 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. A preference will be given for Compressed Natural Gas (CNG) Vehicles.
- (2) All frontline collection vehicles shall not be more than four (4) years old as of the commencement date and shall not be more than six (6) years old at any time during the initial term.
- (3) 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.
- (4) All collection vehicles must be kept clean, in sanitary condition, and good repair at all times.
- (5) The Contractor shall ensure that all collection vehicles are washed as required to reduce possible odor and vector problems.
- (6) Contractor's collection vehicles shall also be empty of all solid waste and bulk waste prior to collection of recyclables and shall be empty of all recyclables prior to collection of solid waste and bulk waste.
- (7) All vehicles shall be licensed in the State of North Carolina and shall operate in compliance with all applicable state, federal, and municipal regulations.
- (8) All vehicles shall be manufactured and maintained to conform to ANSI Standard Z245.1.
- (9) Collection vehicles shall be painted a uniform color and exterior paint and markings must be kept in good condition.
- (10) 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.
- (11) All vehicles shall be sufficiently secure so as to prevent littering of any material and leakage of any fluid. No vehicles shall be willfully overloaded.
- (12) The noise level for collection vehicles during the stationary compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the collection vehicle and at an elevation of five (5) feet from the ground elevation of such vehicle.
- (13) 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; and backup cameras.
- (14) Only advertising approved by the Municipality 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 and have the same on-board equipment as the vehicles being replaced.

The Municipalities shall be authorized to inspect any vehicle prior to placement into service. During the transition, and annually thereafter, the Proposer shall provide to the Municipality/ies an inventory of vehicles designated to provide the Services specified in the contract. This inventory shall include, at least, the inventory identification number, the make and model, the date of purchase, and the age for each vehicle. Any changes to the inventory vehicle list must be communicated to the Village Manager and/or

Town Administrator prior to placing a vehicle in service. Municipalities 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 Municipalities under the Contract.

Emergency Unloading

While Municipalities recognizes that an occasional emergency such as a hot load may require unloading a collection vehicle in the field, the Contractor shall recollect this material (the "Unloaded Material") within two (2) hours of the unloading. The Contractor shall notify the respective municipality immediately of such an event and shall take whatever measures are necessary to ensure that no fire danger exists. The area must be litter free after the re- collection. The Contractor shall notify the respective municipality when the Unloaded Material has been collected; at which time the respective municipality may conduct a follow-up inspection to ensure that the cleanup has been completed to the satisfaction of the respective municipality.

If the Contractor fails to collect the Unloaded Material and notify the respective municipality of such collection within four (4) hours, the Contractor shall pay the respective municipality in damages as outlined in the terms and conditions of contract.

If the Unloaded Material is not collected in a timely manner, the respective municipality may, in addition to assessing damages for time delays, assess damages of \$2,000 to collect the Unloaded Material, and will invoice the Contractor the cost to repair any damage to the respective municipality 's streets, sidewalks or other infrastructure as soon as the respective municipality can assess the costs of such damages to infrastructure.

The respective municipality 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.

Vehicle Leaks & Spills

Minimizing hydraulic fluid and oil leaks and spills on public or private streets and parking lots is a high priority for the Municipalities. The Contractor shall maintain equipment in top mechanical condition, and the operator shall exercise vigilance in observing for leaks and spills that may develop during the collection day and take immediate corrective action to stop the leak or spill and call for cleanup of hydraulic fluid or oil present upon the public or private streets or parking lots in accordance to the following standards.

The Contractor's collection vehicles shall be repaired or removed from service immediately if any spill or leak is a result of a mechanical problem. The Contractor shall be responsible for applying absorbent materials, clean up, and disposal in a manner which complies with all federal, state, and local laws and regulations, of all oil spills and hydraulic fluid or other leaks associated with its provision of Services. In the event of a spill or leak, the Contractor shall immediately notify the respective municipality and shall send a representative to the location of the incident. If the spill or leak is in a street location and/or is a public safety hazard, the Contractor shall also immediately request the Public Safety and notify the appropriate personnel within the Union County to dispatch traffic control and any other required public safety personnel. The respective municipality and the Contractor will evaluate the spill or leak to determine proper handling. The respective municipality must approve the Contractor's recommended clean-up plan, which may require steam cleaning. The cleanup must commence as soon as possible but no later than two (2) hours following the spill or leak. After application of absorbent materials is

complete, the Contractor is responsible for removal of the absorbent material and/or cleaning of the street, if necessary. The Contractor shall notify the respective municipality when the cleanup is completed so that a follow-up inspection can be conducted to ensure that the cleanup has been completed to the satisfaction of the respective municipality. Any fluids associated with the spill or the cleanup shall be recovered for proper disposal and shall NOT be released into the stormwater system.

In the event the vehicle operator fails to remove the leaking vehicle from service or call for the on-call mechanic to make field repairs, and continues collecting the route spreading puddles of hydraulic fluid or oil throughout the road system, the Contractor shall be liable for penalties as outline in the contract.

SECTION 7: OWNERSHIP OF MATERIALS

The Contractor shall not assert or claim any property rights to solid waste, recyclables, yard waste, bulk waste, white good waste, electronic waste, or household paint/motor oil waste, collected under this Contract.

SECTION 8: DISPOSAL AND PROCESSING FACILITIES

The Proposer is responsible to pay any and all landfill tipping fees for household trash, Bulky or yard waste materials which includes a processing cost as relates to this contract.

Proposer shall deliver all household trash, yard/vegetative waste, bulky collected pursuant to the Contract to the Union County Solid Waste Management Facility (SWMF) that includes a MSW transfer station and C&D landfill and yard waste composting facilities Located at:

Union County SWMF
2125 Austin Chaney Road
Wingate, North Carolina, 28174

Proposer shall deliver all recyclables collected pursuant to this Contract to a Recycling Facility (MRF), of their choice. The Contractor must have certification that the facility can and will accept the volume of materials brought there under this contract. E-waste and White Good Recycling services will be the responsibility of the contractor.

The Contractor shall be responsible for abiding by all rules and policies pertaining to the delivery of items 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 by the Contractor, and are subject to modification from time to time.

Additional Requirements for Recyclable Material are as follows:

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor shall be required to identify the buyers of recyclables upon entering the contract and by request by the Municipality. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. If the Contractor delivers uncontaminated recyclables to the landfill, liquidated damages in the amount of one thousand dollars (\$1,000.00) per incident will be assessed, provided, Municipality shall not be liable for the mishandling of any such contaminated materials.

If discovered that uncontaminated recyclable materials are placed into a landfill, the Municipality reserves the right to cancel the Contract. The Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant to the Contract.

In addition to the records and reporting required of the RFP and along with the Municipality's monthly reporting on Services provided, the Contractor shall provide the Municipality with a report indicating any monies received for recyclable materials collected under the contract: by type of material sold, its unit price and weight. This report should reflect the amount shown as a recycle credit on the Municipality's monthly invoice.

SECTION 9: RECORDKEEPING, FIELD AUDITING, AND REPORTING

Daily: Proposer shall electronically submit a daily report, by noon each day, to the respective municipality, in a format approved by the municipality, containing, at a minimum, the following information for the previous day:

- (1) Customer complaints – Proposer shall report all customer complaints (e.g., missed pickups).
- (2) 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.
- (3) Completed Work Orders – Proposer shall identify all work orders issued by the respective municipality that have been completed (e.g., rollout carts delivery to new customer, additional carts...etc.)
- (4) Incidences of personal injury or property damage, including vehicular damage to public or private property.
- (5) Revocation of any license or permits.

Weekly: Proposer shall maintain 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 month, to the respective municipality in a format approved by the respective municipality, containing, at a minimum, the following monthly totals:

- (1) 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."
- (2) 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.
- (3) Completed Work Orders – Proposer shall identify all work orders issued by the respective municipality that have been completed (e.g., rollout carts delivery to new customer).
- (4) Incidences of personal injury or property damage, including vehicular damage to public or private property.
- (5) Revocation of any license or permits.
- (6) Total MSW tonnage transported to the transfer station.
- (7) Total yard waste tonnage transported to the composting facility.

- (8) Total tonnage recyclables - Proposer shall keep accurate records of recyclables collections made from residential units and report to the respective Municipality monthly at least the following:
- a. Total number of customers on each route for each collection during the previous month;
 - b. Number of customers that set out recyclables or were serviced for each route for each collection during the previous month; and
 - c. Total tonnage by route during the previous month.
 - d. Amounts of credit for recycling.
 - e. If recyclable is rejected and reasoning

Proposer shall provide the respective municipality with information and records adequate to determine any information required by the municipality, Mecklenburg and/or Union 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. Monthly reports must be submitted by the 20th of the following month or up to 25% of the current pay request will be withheld until these reports are received.

Proposer shall submit to the respective municipality a certified copy of its annual financial statement within ninety (90) days following the close of each fiscal year during the term, including any extension thereof. Proposer shall also submit any additional operating and financial information, as specified by and in a format required by the respective municipality.

Proposer shall provide any additional information or reports as requested by the respective municipality to monitor Proposer's performance or the Municipality's Solid Waste, Yard Waste and Recycling programs.

The respective municipality reserves 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 records shall be available for the Town's inspection and audit for a period of three (3) years following the termination of this Contract, any extension of this Contract, for such further periods as may be necessary to resolve any matters which may be pending at the time, or any longer period required by applicable law.

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

SECTION 10: SELECTION PROCESS

RFP Distribution and Information

Request for Proposals will be advertised on the Municipalities website and in the Enquirer Journal and distributed to a vendor list of Contractors already on file for solid waste Services. Questions posed by potential Proposers and the Municipalities answers will be provided to all potential Proposers.

Contractor Evaluation

Proposals will be evaluated by a review committee comprised of representatives of both Weddington and Marcin. The committee may include outside consultants. Both Municipalities retain the right to forgo the appointment of a committee and make sole determination as to the recommended award of the contract.

The review committee will evaluate all proposals based on established solid waste management priorities. Each proposal will be evaluated on its responsiveness to improve the quality, efficiency and impacts of all residential solid waste Services. Specifically, the Municipalities desire residential collection and processing Services that will provide:

- Minimum cost
- High quality of service
- Equitable levels of service for all customers
- New Services desired by customers
- Minimum customer confusion and service disruption
- Competitive Proposer environment now and in the future
- Opportunities for service evolution
- Services based on container type instead of dwelling or customer type
- Opportunities for Contractor innovation
- Reduced environmental impacts
- Optimal risk allocation

These values and principles help frame the overall priorities for the proposal evaluation and contract selection process.

The evaluation criteria are divided into four categories:

- Proposer's background and past performance
- Proposed operations
- Proposed program implementation, customer outreach and relations
- Total system price
- References

-

Form 1

**REQUEST FOR PROPOSAL (RFP)
SOLID WASTE COLLECTION SERVICES
RESPONSE FORM
“PROPOSAL SUBMISSION COVER FORM”**

THIS PROPOSAL IS SUBMITTED TO THE TOWN OF WEDDINGTON AND VILLAGE OF MARVIN FOR SOLID WASTE COLLECTION SERVICES BY:

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP _____

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE

DATE

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: _____

Print Name: _____

Form 2

Proposer Commitment

STATE OF _____)
)
COUNTY OF _____)

I, _____ of the City of _____, in the County of _____ and State of North Carolina, of full age, being duly sworn on oath depose and say that:

I am _____ of the firm of _____, the Proposer making the Proposal for Solid Waste Services, and that I executed the said Proposal with full authority so to do; that said Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the Services; that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Town of Weddington and Village of Marvin relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding Contract(s) for the said Services.

I understand the Proposal requirements and the contract specifications and has based its Proposal on the provisions and specifications detailed in this Request for Proposals.

I have submitted all Proposal Forms which are incorporated into this Proposal by this reference.

I further certify:

- a. that neither the Proposer nor any member of the Proposer’s team is currently suspended or debarred from doing business with any government entity;
- b. that the Proposer has reviewed all of its engagements and pending engagements and that, in making this Proposal, no potential for conflict of interest or unfair advantage exists;
- c. that the information supplied by the Proposer in this Proposal is current, truthful and complete;

Having carefully examined the project documents comprising the RFP and all other documents bound therewith, together with all Addenda thereto, all information made available by the Municipalities, and being familiar with the work and the various conditions affecting the work, the undersigned hereby offers to furnish all labor, vehicles, facilities, equipment, supplies and things necessary or proper or incidental to the contract operations as required be and in strict accordance with the applicable provisions of this RFP and of all Addenda issued by the Municipalities.

I acknowledge receipt of addenda:

Addenda Number	Addenda Date
_____	_____
_____	_____
_____	_____

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____.

Signature of Proposer

Note: If this Proposal is being **submitted by a corporation**, the Proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to be the secretary. A certificate of the secretary of the corporation evidencing the officer's authority to execute the Proposal shall be attached. If this Proposal is being **submitted by a joint venture**, it shall be executed by all joint venture Partners, and any Partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

(NOTARY PUBLIC)

State of _____

County of _____

On this _____ day of _____, 2020, before me appeared _____, personally known to me to be the person described in and who executed this _____ and acknowledged that (he/she) signed the same freely and voluntarily for the uses and purposes therein described.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public

Name Printed

My Appointment Expires _____

(seal)

FORM 3

Surety Intent

TO: VILLAGE OF MARVIN AND TOWN OF WEDDINGTON

We have reviewed the Proposal of _____
(Contractor)

of _____
(Address)

for the following contract:

VILLAGE OF MARVIN AND TOWN OF WEDDINGTON
Solid Waste Services

We understand that Proposals will be received until ____ on _____, 2021 and wish to advise that should this Proposal be accepted and the Contract awarded to the Contractor listed above, it is our present intention to become surety on the Performance bond required by the Contract.

Any arrangement for the Bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to the owner or third parties if for any reason we do not execute the requisite bonds.

We are duly licensed to do business in the State of North Carolina.

Dated: _____

By: _____
Name of Surety

Name of Signatory and Title

(seal)

Signature

FORM 4

BID BOND/LETTER OF CREDIT/CASH SURETY:

Each bid must be accompanied by a certified check, irrevocable letter of credit or bid bond in the amount of five percent (5%) of the total annual bid price, payable to the Village of Marvin and The Town of Weddington, respectively using the bid amounts within the RFP for each Municipalities as outlined in Section 2. The bid bond is intended to ensure that the Proposer, if awarded the Contractcontract, will execute the same and will timely furnish the required Performance Bond, evidence of Insurance, and other required documents. The bid bond or letter of credit will be released after final selection for unsuccessful Proposers and upon execution of the contract for the successful Proposer.

Date_____

Signature_____

Print Name_____

FORM 5

Proposal Contact

a) **Company:** _____
Home office address: _____
City: _____ State: _____ Zip: _____

Local office address (if any): _____
City: _____ State: _____ Zip: _____

b) **Contact person for this Proposal:**

Name: _____ Phone: _____
Title: _____ Fax: _____
Address: _____ E-Mail: _____
City: _____ State: _____ Zip: _____

c) **Partners and major subcontracting companies**

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Principal Staff

a) Proposer

Principal Officers

Title

Please attach an organization chart or other means of explaining the interrelationships between the contractor, sub-contractors and team members.

Form 6
Service Costs
 BASE BID
 COST / FEE PROPOSAL FORM
Proposers Name: _____

<u>WEEKLY CURBSIDE RESIDENTIAL FOR ONE (1) 96GL ROLLOUT HOUSEHOLD TRASH PER UNIT PRICE PER MONTH</u>						
Column 1*		Column 2*		Column 3*		
TOWN OF WEDDINGTON		VILLAGE OF MARVIN		COMBINED		
					Marvin	Weddington
2021-2022	\$	2021-2022	\$	2021-2022	\$	\$

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.
 The base bid includes services to the facilities of each of the Municipalities and events described in the RFP.

In addition, the base bid includes hourly rates designated by the Proposer for storm debris removal, please provide hourly rate below:

Flat Hourly Fee for Storm Debris Removal for 2021-2022 (excluding tipping costs): _____

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

Form 7

OPTION #1

CONTAINERIZED WEEKLY RECYCLING

COST / FEE PROPOSAL FORM

Proposers Name: _____

WEEKLY RESIDENTIAL FOR ONE (1) 96GL ROLLOUT RECYCLING <u>PER UNIT PRICE PER MONTH</u>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
					Marvin	Weddington
2021- 2022	\$	2022- 2023	\$	2022- 2023	\$	\$

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

Form 8

OPTION #2

CONTAINERIZED BI-WEEKLY RECYCLING

COST / FEE PROPOSAL FORM

Proposers Name: _____

<u>BI-WEEKLY RESIDENTIAL FOR ONE (1) 96GL ROLLOUT RECYCLING PER UNIT PRICE PER MONTH</u>						
Column 1*		Column 2*		Column 3*		
TOWN OF WEDDINGTON		VILLAGE OF MARVIN		COMBINED		
				Marvin		Weddington
2021-2022	\$	2021-2022	\$	2021-2022	\$	\$

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

Form 9

OPTION #3

BI-WEEKLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION

COST / FEE PROPOSAL FORM

Proposers Name: _____

BI-WEEKLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION <u>PER UNIT PRICE PER MONTH</u>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
					Marvin	Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

In addition, this option includes hourly rates designated by the Proposer for code enforcement removal, please provide hourly rate below:

Flat Hourly Fee for Municipal Code Removal for 2021-2022 (excluding tipping costs): _____

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

Form 10

OPTION #4

MONTHLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION

COST / FEE PROPOSAL FORM

Proposers Name: _____

MONTHLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION <u>PER UNIT PRICE PER MONTH</u>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
					Marvin	Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

In addition, this option includes hourly rates designated by the Proposer for code enforcement removal, please provide hourly rate below:

Flat Hourly Fee for Municipal Code Removal for 2021-2022 (excluding tipping costs): _____

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

Form 11

OPTION #5

TWICE PER YEAR SEASONAL CURBSIDE RESIDENTIAL BULK ITEM COLLECTION

COST / FEE PROPOSAL FORM

Proposers Name: _____

TWICE PER YEAR SEASONAL CURBSIDE RESIDENTIAL BULK ITEM COLLECTION PER UNIT PRICE PER MONTH						
Column 1*		Column 2*		Column 3*		
TOWN OF WEDDINGTON		VILLAGE OF MARVIN		COMBINED		
				Marvin	Weddington	
2021-	\$	2021-	\$	2021-	\$	\$
2022		2022		2022		

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

In addition, this option includes hourly rates designated by the Proposer for code enforcement removal, please provide hourly rate below:

Flat Hourly Fee for Municipal Code Removal for 2021-2022 (excluding tipping costs): _____

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

**Form 12
OPTION #6**

CONTAINERIZED/BAGGED YARD WASTE

COST / FEE PROPOSAL FORM

Proposers Name: _____

WEEKLY CURBSIDE RESIDENTIAL CONTAINERIZED/BAGGED YARD WASTE PER UNIT PRICE PER MONTH						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
					Marvin	Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

Form 13

OPTION #7

SEASONAL HOUSEHOLD PAINT/MOTOR OIL WASTE EVENT (MARVIN ONLY)

COST / FEE PROPOSAL FORM

Proposers Name: _____

Time of Year Suggested for Service: _____

ANNUAL (MARVIN ONLY) SEASONAL HOUSEHOLD PAINT/MOTOR OIL WASTE EVENT <u>PER UNIT PRICE PER YEAR</u>		
Column 1* TOWN OF WEDDINGTON	Column 2* VILLAGE OF MARVIN	Column 3* COMBINED
		Marvin Weddington
	2021- 2022	\$

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

Form 14

OPTION #8

SEASONAL CHRISTMAS TREE COLLECTION

COST / FEE PROPOSAL FORM

Proposers Name: _____

<u>ANNUAL COST OF SEASONAL CHRISTMAS TREE COLLECTION FOR RESIDENTIAL UNITS PER UNIT PRICE PER YEAR</u> (if awarded separate from "Yard Waste" Optional)						
Column 1*		Column 2*		Column 3*		
TOWN OF WEDDINGTON		VILLAGE OF MARVIN		COMBINED		
				Marvin		Weddington
2021-	\$	2021-	\$	2021-	\$	\$
2022		2022		2022		

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may be a separate service invoiced and collected by Contractor from the individual Residents.

Form 15

OPTION #9

SEASONAL CURBSIDE ELECTRONICS COLLECTION EVENT

COST / FEE PROPOSAL FORM

Proposers Name: _____

Time of Year Suggested for Service: _____

ANNUAL SEASONAL CURBSIDE ELECTRONICS COLLECTION EVENT <u>PER UNIT PRICE PER YEAR</u>						
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
				Marvin		Weddington
2021- 2022	\$	2021- 2022	\$	2021- 2022	\$	\$

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

Form 16

OPTION #10

SEASONAL CURBSIDE WHITE GOODS COLLECTION EVENT

COST / FEE PROPOSAL FORM

Proposers Name: _____

Time of Year Suggested for Service: _____

ANNUAL SEASONAL CURBSIDE WHITE GOODS COLLECTION EVENT <u>PER UNIT PRICE PER YEAR</u>						
Column 1*		Column 2*		Column 3*		
TOWN OF WEDDINGTON		VILLAGE OF MARVIN		COMBINED		
				Marvin		Weddington
2021-	\$	2021-	\$	2021-	\$	\$
2022		2022		2022		

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

Form 17

OPTION #11

MUNICIPAL SPECIFIC LOGOS ON TRUCKS

COST / FEE PROPOSAL FORM

Proposers Name: _____

MUNICIPAL SPECIFIC LOGOS ON TRUCKS						
<u>PER TRUCK PRICE</u>						
Column 1*		Column 2*		Column 3*		
TOWN OF WEDDINGTON		VILLAGE OF MARVIN		COMBINED		
					Marvin	Weddington
2021-	\$	2021-	\$	2021-	\$	\$
2022		2022		2022		

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

The Municipality reserves the right to select the placement of the Municipalities name and logo on the trucks. The Municipality also reserves the right to use the payload area of one truck for installation of messaging graphics for community announcements (see representative photo to the right for approx. size and location). Once per year, the costs for installation and removal of the messaging graphics on one truck will be paid by Contractor, with this particular truck being rotated to each route at the direction of the Municipality in order to display the announcements throughout the Municipality

Form 18

OPTION #12

MUNICIPAL SPECIFIC LOGOS ON TRASH AND RECYCLING CANS

COST / FEE PROPOSAL FORM

Proposers Name: _____

MUNICIPAL SPECIFIC LOGOS ON TRASH AND RECYCLING CANS						
<u>PER UNIT PRICE</u>						
Column 1*		Column 2*		Column 3*		
TOWN OF WEDDINGTON		VILLAGE OF MARVIN		COMBINED		
					Marvin	Weddington
2021-	\$	2021-	\$	2021-	\$	\$
2022		2022		2022		

* **Column 1** should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. **Column 2** should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. **Column 3** should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

Appendix A
Solid Waste Services Contract

The following contract serves as a template for a typical contract for service between the Town and Contractor. It may be modified by both parties in mutual agreement. It should be used as a guide by proposing firms. Services listed in the contract that are not specifically enumerated in the RFP should be considered desirable and the Contractor should give serious consideration to including such Services in their proposal.

CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made and entered into this ____ day of _____, 2021 ("Effective Date") between **The Town of Weddington** ("Town") and _____ ("Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Obligations of Contractor.** The Contractor agrees to provide for the collection and disposal of Solid Waste, Recyclables, Bulk/E-Waste, Yard Waste, and Storm Debris and other additional collection and disposal Services (collectively the "Services"), as more particularly described and in accordance with the terms and conditions stated herein including the Cost/Fee Proposal attached hereto as Exhibit 1, Scope of Services and Terms attached hereto and incorporated herein by reference as Exhibit 2 (collectively, the Cost/Fee Proposal and the Scope of Services and Terms are referred to as the "Price and Scope Summary") and the Town's Request for Proposals For Solid Waste Collection Services (the "RFP"), a copy of which is attached hereto and incorporated herein by reference as Exhibit 3. In the event of any conflict between any terms and conditions of the Contract, the terms and conditions most favorable to Town shall control.

The Contractor shall begin collection Services on


_____.

The Term of this Contract is set forth below.

The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Contractor represents and warrants that (i) it is duly qualified and licensed to provide the Services and has the qualifications submitted to the Town in its proposal, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by Contractors providing similar services under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations, and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. **Obligations of Town.** Town agrees to pay the Contractor for the Services in accordance with the Price and Scope Summary. The parties acknowledge that Town operates on a July 1-June 30 fiscal year and that operating funds are made available to Town on a year to year basis.

Accordingly, see Section 14 of the Standard Terms and Conditions.

3. Initial Term and Town Options to Extend. The term of this Agreement and performance shall commence on the Effective Date and terminate on TBD (the "Initial Term") unless this Contract is terminated earlier by Town as herein provided. This Contract may be renewed by the Town for two (2), five (5) year terms under the terms set forth herein, renewable one term at a time. The decision to renew will be solely the Town's. Notice of the intent to renew will be made at least sixty (60) days prior to the expiration of the initial term or the then current renewal term. In the event the Municipality does not opt to renew the Contract or the Municipality and Contractor are unable to reconfirm or renegotiate unit rates for another term, the Town shall have the option of extending this Contract under the terms set forth herein for a period of six months total for the purpose of completion of Services started prior to current Contract expiration or until a new Contract can be established.
4. Project Coordinator. **Town Administrator** is designated as the Project Coordinator for the Municipality. The Project Coordinator shall be the Town's representative in connection with the Contractor's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing. The Town may change the Project Coordinator by providing written notice to the Contractor.
5. Contractor Supervisor. **Town Administrator** is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract. The Contractor Supervisor may change the Contractor Supervisor by providing written notice to the Town.
6. Methods of Payment. Town will make payment after invoices are approved on a net 30 day basis. Promptly after the Effective Date, and in no event later than thirty (30) days of the Effective Date, the Contractor shall submit copies of standard billing forms and coordinate with the Municipality's Finance Department to establish mutually acceptable billing documents. The Municipality will retain full auditing rights of Contractor's accounting records as they pertain to the Municipality's Contract. Municipality will not pay for any Services in advance without the prior approval of the Finance Officer. After commencement of collection Services, Contractor shall submit invoices on the following schedule: by the fifteenth (15th) day of the month, beginning April 15, 2022
7. Notice. 

Town of Weddington
Attn: Town Administrator
1924 Weddington Road
Weddington, NC 28104
Email: lisa@townofweddington.com
Phone: 704.846.2709
To Contractor:
Name:
Address:
Email:
Phone:
8. Standard Terms and Conditions: Contractor agrees to the Standard Terms and Conditions set forth as Attachment A, attached hereto and incorporated herein by reference.
9. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this

Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

Attachment and Exhibit List:

Attachment A: Standard Terms and Conditions

Exhibit 1: Cost/Fee Proposal

Exhibit 2: Scope of Services and Terms

Exhibit 3: RFP

**[THE REST OF THIS PAGE HAS BEEN LEFT BLANK
INTENTIONALLY] [SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, the Town and the Contractor have executed this Contract on the day and year first written above.
Contractor Name

Signature of Authorized Representative Date

Contractor's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

TOWN OF WEDDINGTON

Town Administrator Date

Mayor Date

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

Town Finance Officer Date

ATTACHMENT A

Standard Terms and Conditions

1. Entire Agreement. The terms and provisions set forth in the Contract, the Cost/Fee Proposal, the Scope of Services and Standard Terms and Conditions and the RFP (collectively, the "Contract Documents") shall constitute the entire agreement between Contractor and Town with respect to the purchase by Town of the Services provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to Town shall be deemed accepted by or binding on Town. Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by Town are subject to correction.
2. Invoices. It is understood and agreed that Services will be provided at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to Town's accounts payable department with a copy to the Town Project Coordinator.
3. Compliance with All Laws. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
4. Nondiscrimination. During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
5. Conflict of Interest. Contractor represents and warrants that no member of Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
6. Gratuities to Town. The right of Contractor to proceed may be terminated by written notice if Town determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of Town in violation of policies of Town.
7. No Kickbacks to Contractor. Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town Contract or in connection with a subcontract relating to a Town Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to Town in writing the possible violation.
8. E-Verification. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
9. Indemnification. Contractor shall indemnify and hold harmless Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's breach of the terms and conditions of the Contract. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of Town in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
10. Insurance. Intentionally deleted. [See Price and Scope Summary]
11. Termination for Convenience. In addition to all of the other rights which Town may have to cancel this Contract, Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in

part, at any time at its complete discretion by providing 180 days' notice in writing from Town to Contractor. If the Contract is terminated by Town in accordance with this paragraph, Contractor will be paid for Services actually performed through the date of termination.

12. Termination for Default. Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to Town law or equity, Town may procure upon such terms as Town shall deem appropriate, Services substantially similar to those so terminated, in which case Contractor shall be liable to Town for any excess costs for such similar goods, supplies, or Services and any expenses incurred in connection therewith.
13. Transition in Service. In the event Services are terminated under this Agreement, either by reason of convenience, default or end of term, Contractor agrees to comply with all reasonable requests of the Town intended to effect a smooth transition of Services and minimal inconvenience to customers served.
14. Contract Funding. It is understood and agreed between Contractor and Town that Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of Town for any payment may arise until funds are made available to Town's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. Town shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
15. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by Town to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
16. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within 30 days after Town notifies Contractor in writing that a payment has been determined to be improper.
17. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of Town.
18. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
19. Contract Modifications. The Contract may be amended only by written amendment duly executed by both Town and Contractor.
20. Relationship of Parties. Contractor is an independent contractor and not an employee of Town. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and Town. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
21. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by Town.
22. Financial Responsibility. Contractor is financially solvent and able to perform under the Contract. If requested by Town, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by Town's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then Town shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
23. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.
24. Background Checks. At the request of Town's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to Town criminal background check and drug testing procedures.
25. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation

administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.

26. No Third-Party Benefits. The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
27. Force Majeure. If Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of Town.
28. Strict Compliance. Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
29. General Provisions. Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, Town shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
30. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Gaston County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract. Nondiscrimination. During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
31. Monitoring and Evaluation. Contractor shall cooperate with Town, or with any other person or agency as directed by Town, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit Town to evaluate all activities conducted under the Contract. Town has the right at its sole discretion to require that Contractor remove any employee of Contractor from Town Property and from performing Services under the Contract following provision of notice to Contractor of the reasons for Town's dissatisfaction with the Services of Contractor's employee.
32. Governmental Restrictions. In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
33. Inspection at Contractor's Site. Town reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for Town determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made and entered into this ____ day of _____, 2021 ("Effective Date") between **The Town of Weddington or Village of Marvin (as applicable)** ("Town") and _____ ("Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

- 10. **Obligations of Contractor.** The Contractor agrees to provide for the collection and disposal of Solid Waste, Recyclables, Bulk/E-Waste, Yard Waste, and Storm Debris and other additional collection and disposal services (collectively the "Services"), as more particularly described and in accordance with the terms and conditions stated herein including the Cost/Fee Proposal attached hereto as Exhibit 1, Scope of Services and Terms attached hereto and incorporated herein by reference as Exhibit 2 (collectively, the Cost/Fee Proposal and the Scope of Services and Terms are referred to as the "Price and Scope Summary") and the Village of Marvin and Town of Weddington Request for Proposals For Solid Waste Services (the "RFP"), a copy of which is attached hereto and incorporated herein by reference as Exhibit 3. In the event of any conflict between any terms and conditions of the Contract, the terms and conditions most favorable to Town shall control.

The Contractor shall begin collection Services on

_____.

The Term of this Contract is set forth below.

The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Contractor represents and warrants that (i) it is duly qualified and licensed to provide the Services and has the qualifications submitted to the Town in its proposal, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar services under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations, and (v) its reports, if any, shall be complete, accurate, and unambiguous.

- 11. **Obligations of Town.** Town agrees to pay the Contractor for the Services in accordance with the Price and Scope Summary. The parties acknowledge that Town operates on a July 1-June 30 fiscal year and that operating funds are made available to Town on a year to year basis. Accordingly, see Section 14 of the Standard Terms and Conditions.
- 12. **Initial Term and Town Options to Extend.** The term of this Agreement and performance shall commence on the Effective Date and terminate on TBD (the "Initial Term") unless this Contract is terminated earlier by Town as herein provided. This Contract may be renewed by the Town for two (2), one (1) year terms under the terms set forth herein, renewable one term at a time. The decision to renew will be solely the Town's. Notice of the intent to renew will be made at least sixty (60) days prior to the expiration of the initial term or the then current renewal term. In the event the Town does not opt to renew the contract or the Town and contractor are unable to reconfirm or renegotiate unit rates for another term, the Town shall have the option of extending this contract under the terms set forth herein for a period of six months total for the purpose of completion of Services started prior to current contract expiration or until a new contract can be established.
- 13. **Project Coordinator. Village Manager** is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Contractor's performance under this Contract. The Town has complete discretion in replacing the Project

Coordinator with another person of its choosing. The Town may change the Project Coordinator by providing written notice to the Contractor.

14. Contractor Supervisor. **Village Manager** is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract. The Contractor Supervisor may change the Contractor Supervisor by providing written notice to the Town.
15. Methods of Payment. Town will make payment after invoices are approved on a net 30 day basis. Promptly after the Effective Date, and in no event later than thirty (30) days of the Effective Date, the Contractor shall submit copies of standard billing forms and coordinate with the Town's Finance Department to establish mutually acceptable billing documents. The Town will retain full auditing rights of contractor's accounting records as they pertain to the Town's contract. Town will not pay for any Services in advance without the prior approval of the Finance Officer. After commencement of collection Services, Contractor to shall submit invoices on the following schedule: by the fifteenth (15th) day of the month, beginning April 15, 2022.
16. Notice. All notices, consents, waivers, and other communications under this Contract, including notification of incidents and liquidated damages as setforth in Section 6.37 of the Price and Scope Summary, must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) by electronic transmission to the email listed below, effective on confirmation of receipt by the sender of such transmission; or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate address set forth below (or to such other address as a Party may designate by notice to the other Party):

To Town:

Email:

Phone:

To Contractor:

Name:

Address:

Email:

Phone:

17. Standard Terms and Conditions: Contractor agrees to the Standard Terms and Conditions set forth as Attachment A, attached hereto and incorporated herein by reference.
18. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

Attachment and Exhibit List:

Attachment A: Standard Terms and Conditions

Exhibit 1: Cost/Fee Proposal

Exhibit 2: Scope of Services and Terms

Exhibit 3: RFP

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INTENTIONALLY] [SIGNATURES ON NEXT PAGE]**

ATTACHMENT A

Standard Terms and Conditions

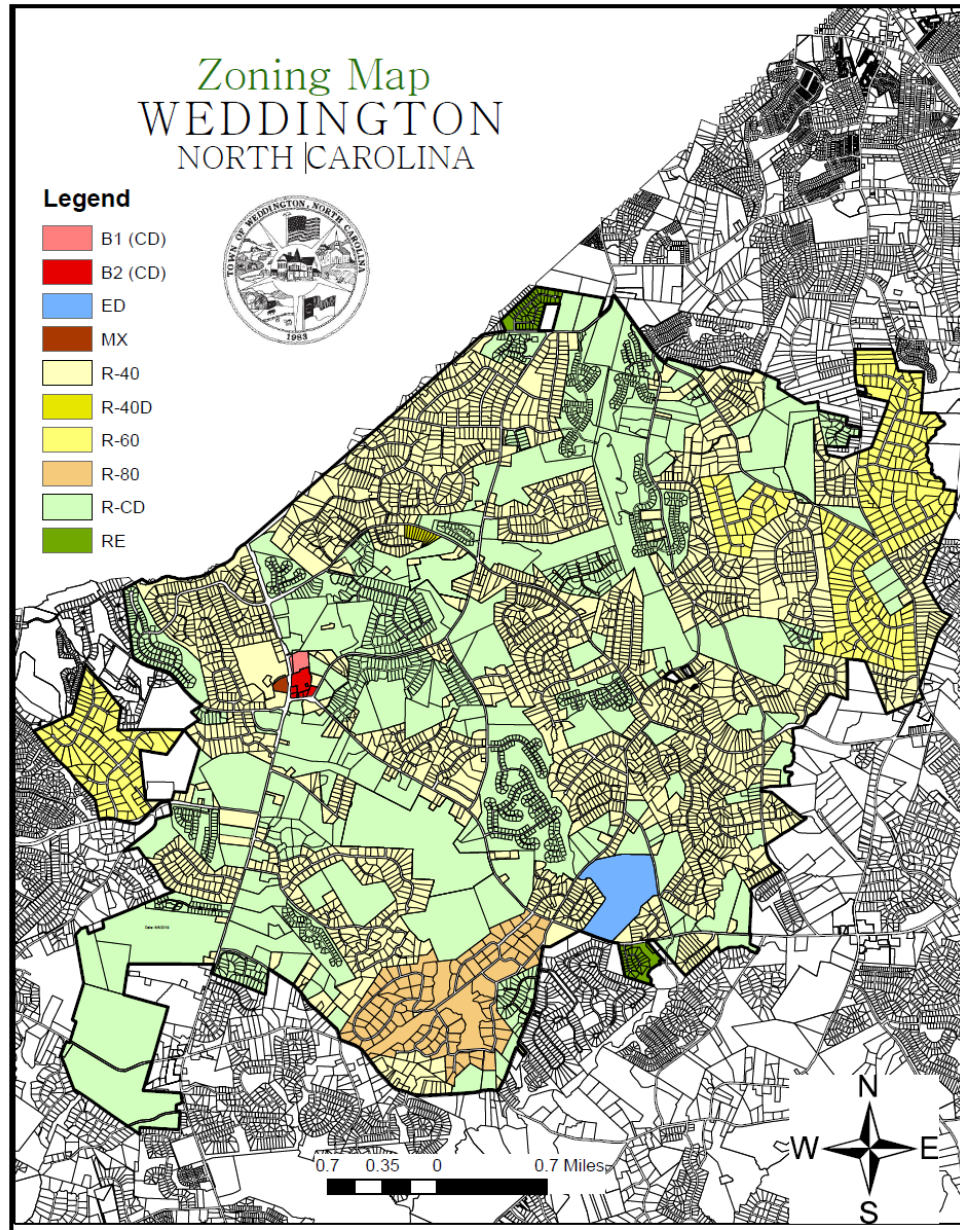
34. Entire Agreement. The terms and provisions set forth in the Contract, the Cost/Fee Proposal, the Scope of Services and Standard Terms and Conditions and the RFP (collectively, the "Contract Documents") shall constitute the entire agreement between Contractor and Town with respect to the purchase by Town of the Services provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to Town shall be deemed accepted by or binding on Town. Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by Town are subject to correction.
35. Invoices. It is understood and agreed that Services will be provided at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to Town's accounts payable department with a copy to the Town Project Coordinator.
36. Compliance with All Laws. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
37. Nondiscrimination. During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
38. Conflict of Interest. Contractor represents and warrants that no member of Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
39. Gratuities to Town. The right of Contractor to proceed may be terminated by written notice if Town determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of Town in violation of policies of Town.
40. No Kickbacks to Contractor. Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town Contract or in connection with a subcontract relating to a Town Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to Town in writing the possible violation.
41. E-Verification. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
42. Indemnification. Contractor shall indemnify and hold harmless Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's breach of the terms and conditions of the Contract. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of Town in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
43. Insurance. Intentionally deleted. [See Price and Scope Summary]

44. Termination for Convenience. In addition to all of the other rights which Town may have to cancel this Contract, Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 180 days' notice in writing from Town to Contractor. If the Contract is terminated by Town in accordance with this paragraph, Contractor will be paid for services actually performed through the date of termination.
45. Termination for Default. Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to Town law or equity, Town may procure upon such terms as Town shall deem appropriate, Services substantially similar to those so terminated, in which case Contractor shall be liable to Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
46. Transition in Service. In the event services are terminated under this Agreement, either by reason of convenience, default or end of term, Contractor agrees to comply with all reasonable requests of the Town intended to effect a smooth transition of services and minimal inconvenience to customers served.
47. Contract Funding. It is understood and agreed between Contractor and Town that Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of Town for any payment may arise until funds are made available to Town's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. Town shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
48. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by Town to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
49. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within 30 days after Town notifies Contractor in writing that a payment has been determined to be improper.
50. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of Town.
51. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
52. Contract Modifications. The Contract may be amended only by written amendment duly executed by both Town and Contractor.
53. Relationship of Parties. Contractor is an independent contractor and not an employee of Town. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and Town. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
54. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by Town.
55. Financial Responsibility. Contractor is financially solvent and able to perform under the Contract. If requested by Town, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by Town's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then Town shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
56. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.
57. Background Checks. At the request of Town's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to Town criminal background check and drug testing procedures.

58. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
59. No Third-Party Benefits. The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.
60. Force Majeure. If Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of Town.
61. Strict Compliance. Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
62. General Provisions. Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, Town shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
63. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract. Nondiscrimination. During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
64. Monitoring and Evaluation. Contractor shall cooperate with Town, or with any other person or agency as directed by Town, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit Town to evaluate all activities conducted under the Contract. Town has the right at its sole discretion to require that Contractor remove any employee of Contractor from Town Property and from performing Services under the Contract following provision of notice to Contractor of the reasons for Town's dissatisfaction with the services of Contractor's employee.
65. Governmental Restrictions. In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
66. Inspection at Contractor's Site. Town reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for Town determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

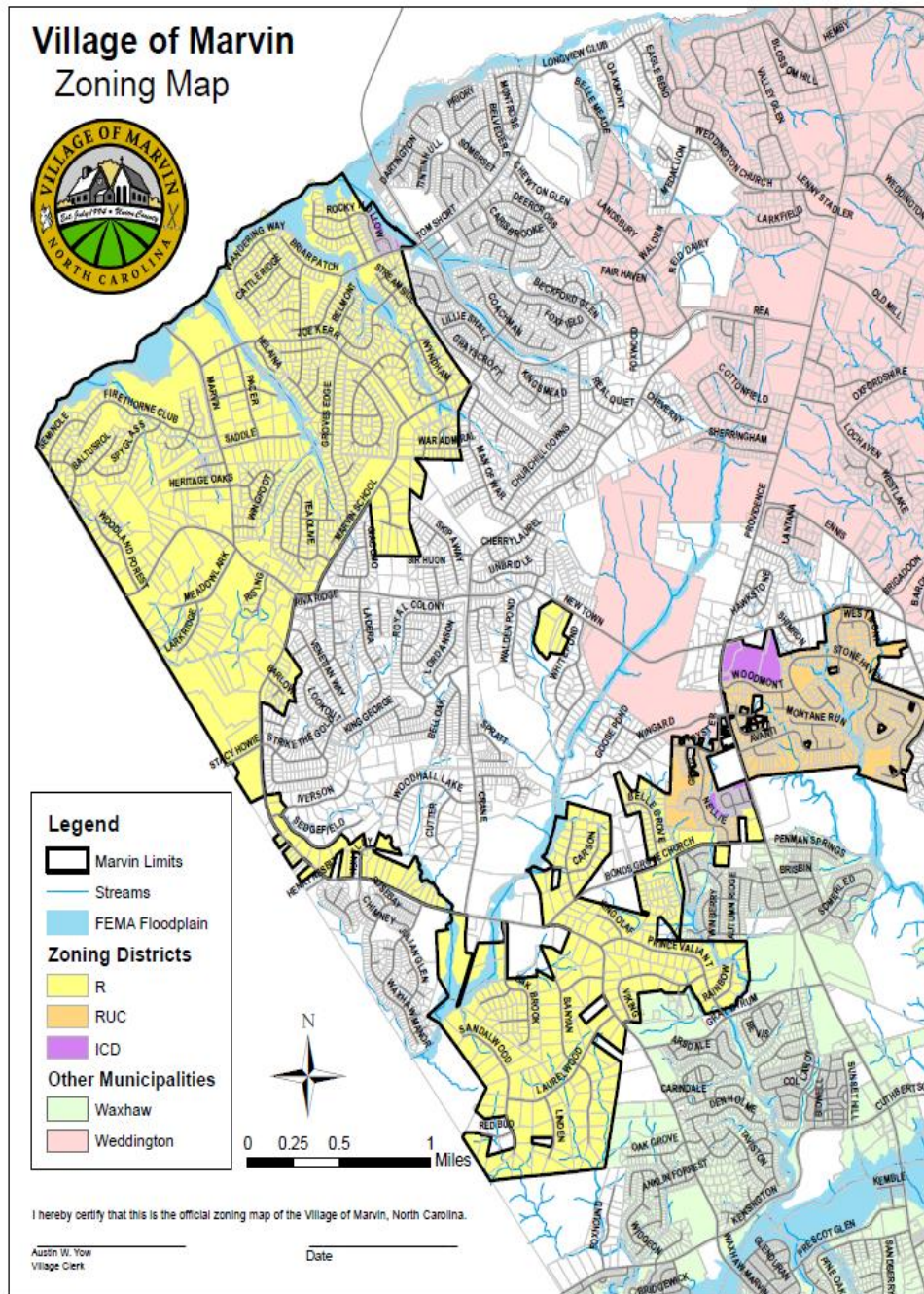
Attachment 1
Background on the Town of Weddington's Customers and Map

The Town of Weddington has a population of more than 11,000 residents and covers 17 square miles. Garbage collection Services are provided to approximately 4,500 households. Presently, garbage collection Services are provided through a privatized contract with as secured by the consumer.



Attachment 2 - Background on the Village of Marvin's Customers and Map

The Village of Marvin has a population of approximately 7,000 residents and covers 6 square miles. Garbage collection Services are provided to approximately 2,000 households. Presently, garbage collection Services are provided through a privatized contract as secured by the consumer.



August 12, 2020