



COUNTY OF CURRITUCK
Request for Proposals for Whalehead Subdivision Roll-Out/Roll-Back Service
RFP 2019 - 11.6

The County of Currituck, North Carolina (“County”) requests proposals for roll-out and roll-back service of trash and recycling containers for properties within the Whalehead Subdivision Solid Waste Special District and for roll-out and roll-back service of trash and recycling containers at fifteen (15) County-Owned Beach Accesses. The term of the contract for this opportunity is January 1, 2020 through December 31, 2023.

Proposals must be submitted in a sealed envelope, clearly marked “RFP 2019 - 11.6 – Whalehead Subdivision Roll-Out/Roll-Back Service” and delivered to Attn: Rebecca Gay, Contract Purchasing Agent, 153 Courthouse Road, Suite 210, Currituck, NC 27929 by no later than 4:00 p.m. on December 4, 2019. Submittals received after this deadline will not be considered.

Proposals will not be publically opened and read aloud. Proposals will be evaluated and the contract will be awarded in accordance with the statutory requirements. Small Business Entities, Women Owned Businesses and Minority Owned Businesses are encouraged to submit proposals. The County reserves the right to reject any and all proposals and to accept such proposals as appears in its judgment to be in the best interest of the County. The County reserves the right to waive any informality.

Instructions to Proposers
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Proposals are due at the Currituck County Historic Courthouse, Suite 210 at 153 Courthouse Road, Currituck, NC 27929 by 4:00 p.m. on December 4, 2019. Submittals received after the time and date specified will not be considered.

All bids must be submitted on the provided Bid Form. The Bid Form must be completed in ink or typewritten.

In addition to the Bid Form, Proposers must submit a staffing plan to demonstrate that the Proposer has sufficient staff to complete the Scope of Work. The staffing plan shall be limited to one (1) page, double-spaced, 12 point font.

Proposals must be submitted in a sealed envelope, clearly marked “RFP 2019 - 11.6 – Whalehead Subdivision Roll-Out/Roll-Back Service” and delivered to Attn: Rebecca Gay, Contract Purchasing Agent, 153 Courthouse Road, Suite 210, Currituck, NC 27929.

The Proposer agrees to perform the Scope of Work for services and meet all specifications listed, and to furnish all labor, tools, equipment, transportation and all other incidentals necessary to complete the service as outlined in the Scope of Work and specifications provided.

The Proposer agrees that in the event of a mandatory evacuation of the area due to weather, the roll-out/roll-back date will be adjusted as directed by the Currituck County Public Works Director.

The County reserves the right to reject any and all proposals and to accept such proposals as appears in its judgment to be in the best interest of the County. The County reserves the right to waive any informality.

The Contractor awarded the project will be required to:

- Execute the Independent Contractor Agreement (sample attached).
- Provide a form W-9.
- Provide Certificate of Insurance for general liability and workers’ compensation coverage with Currituck County named as a certificate holder and indicated as additional insured.

Questions regarding this opportunity should be directed to Rebecca Gay at rebecca.gay@currituckcountync.gov or 252-232-6080.

Scope of Work
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The Whalehead Subdivision Solid Waste Special District in Corolla, North Carolina consists of 800 homes, most of which are rented weekly during the tourist season of May 1 to September 30. Approximately 100 homes are occupied by year-round residents from November to February. Occupancy is higher over holiday weekends in the off-season.

The County owns and maintains the following fifteen (15) beach accesses, thirteen (13) of which are located in the Whalehead Subdivision: From north to south, Corolla Village Road, Shad Street, Tuna Walkway, Sturgeon Walkway, Barracuda Walkway, Herring Walkway, Perch Walkway, Mackerel Walkway, Bonito Street, Coral Walkway, Sailfish Walkway, Marlin Walkway, Dolphin Street, Albacore Street, and Southern Beach Access.

The County requests proposals for roll-out and roll-back service of trash and recycling containers for properties within the Whalehead Subdivision Solid Waste Special District and for roll-out and roll-back service of trash and recycling containers at fifteen (15) County-owned beach accesses.

The Proposer will provide an annual lump sum amount for the Scope of Work described below. The annual contract amount shall be invoiced and paid in twelve (12) equal monthly installments.

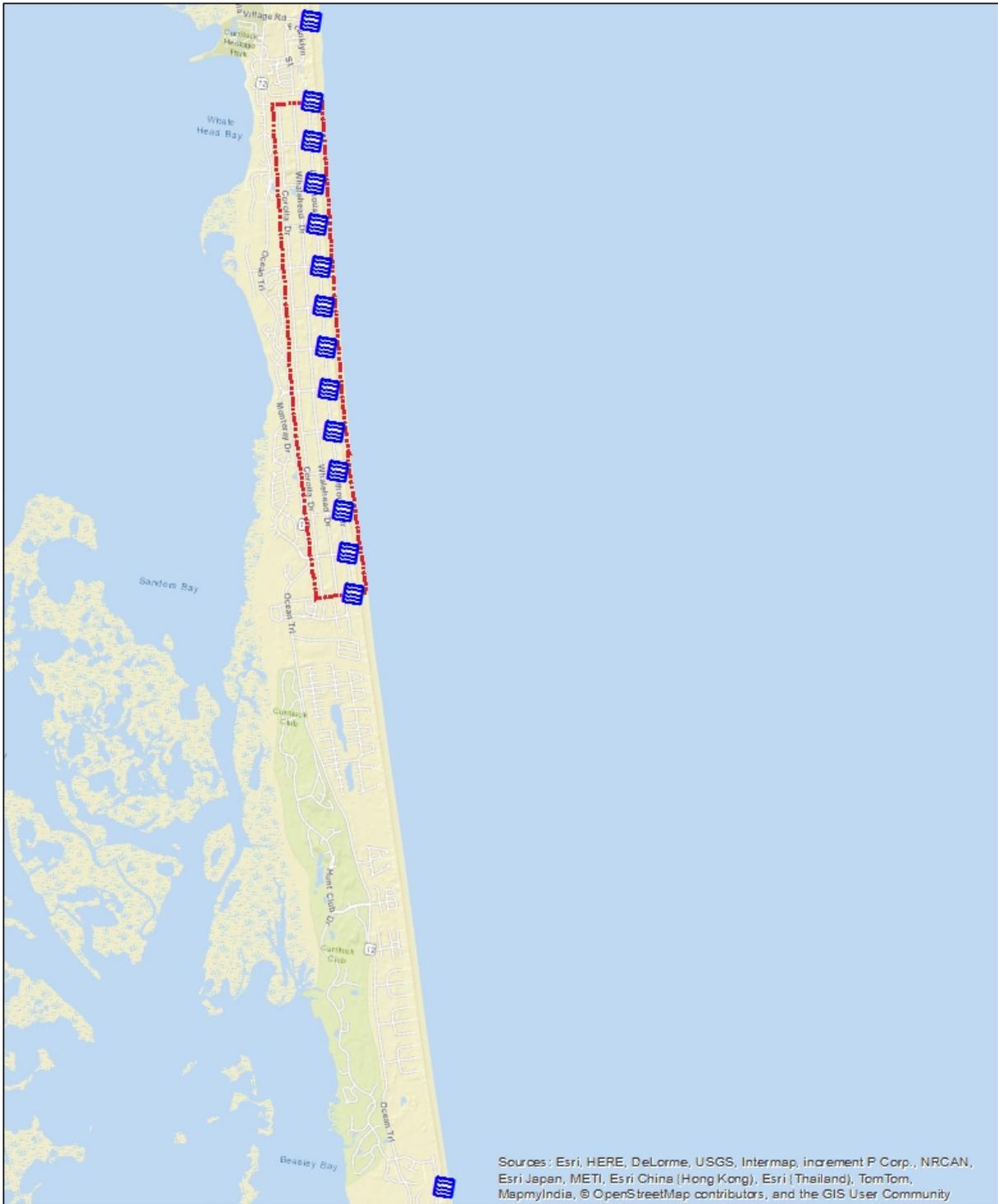
The Proposer shall have personnel sufficient to complete the Scope of Work within the time constraints described below.

The Scope of Work shall include:

- Roll-out service for trash and recycling containers for each property within the Whalehead Subdivision Solid Waste Special District, completed by 6:00 p.m. on Tuesdays and Fridays from May 1 to September 30 and by 6:00 p.m. on Tuesdays from October 1 to April 30;
- Roll-back service for trash and recycling containers for each property within the Whalehead Subdivision Solid Waste Special District, completed by 6:00 p.m. on Wednesdays and Saturdays from May 1 through September 30 and by 6:00 p.m. on Wednesdays from October 1 through April 30;
- Roll-out service for trash and recycling containers at fifteen (15) County-owned beach accesses completed by 8:00 p.m. on Sundays, Tuesdays, Thursdays, and Fridays from May 1 to September 30 and by 6:00 p.m. on Tuesdays from October 1 to April 30;
- Roll-back service for trash and recycling containers at fifteen (15) County-owned beach accesses completed by 6:00 p.m. on Mondays, Wednesdays, Fridays and Saturdays from May 1 to September 30 and by 6:00 p.m. on Wednesdays from October 1 to April 30;
- Maintaining records of properties requiring bulky item pickup, what those items are, and relaying that information to the Currituck County Public Works Department via email within 48 hours of each service date;
- Maintaining records of properties with chronic overflow (trash and recycling outside of full

cans) and relaying that information to Currituck County Public Works Department via email within 48 hours of each service date; and

- Maintaining a customer service hotline seven (7) days per week, 24 hours per day. The Contractor agrees to respond to any and all service complaints with corrective action as necessary the same day the complaint is received.



Whalehead Subdivision: Solid Waste Special District

-  Public Beach Access
-  Whalehead Solid Waste District

Bid Form
RFP 2019 – 11.6

The bid amount shall be shown in both words and figures. In case of discrepancy, the amount in words shall govern.

The annual lump sum price shall include all labor, tools, equipment, transportation and all other incidentals necessary to complete the service as outlined in the scope of work and specifications provided.

The Proposer shall attach a Staffing Plan to this bid form to demonstrate that the Proposer has sufficient staff to complete the Scope of Work. The staffing plan shall be limited to one (1) page, double-spaced, 12 point font.

The Proposer agrees that this bid shall be valid and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Award of the project will be based on the lowest Grand Total Bid and the Proposer's demonstration of sufficient staff to complete the Scope of Work.

The undersigned has carefully examined the scope of work and requirements and hereby declares that he/she will complete the service in the manner prescribed in the Scope of Work for the following lump sum price:

Base Bid

Roll-out and roll-back service of trash and recycling containers for each property within the Whalehead Subdivision Solid Waste Special District.

\$ _____ (Annual Lump Sum)

Write out total dollar amount in words

Roll-out and roll-back service of trash and recycling containers for fifteen (15) County-owned beach accesses.

\$ _____ (Annual Lump Sum)

Write out total dollar amount in words

Grand Total Bid

\$ _____ (Annual Lump Sum)

Write out total dollar amount in words

Name of Business Submitting Bid

Signature of Authorized Representative/Title

Print Name

Address

Email Address of Representative

Contract # _____

Requisition # _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the ____ day of _____, 20__ between the **County of Currituck** (hereinafter “County”) and _____ [Contractor], (hereinafter “Contractor”).

RECITALS

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

IT IS THEREFORE AGREED as follows:

1. Scope of Work. Contractor agrees to perform the following services for County:
 - Roll-out service for trash and recycling containers for each property within the Whalehead Subdivision Solid Waste Special District, completed by 6:00 p.m. on Tuesdays and Fridays from May 1 to September 30 and by 6:00 p.m. on Tuesdays from October 1 to April 30;
 - Roll-back service for trash and recycling containers for each property within the Whalehead Subdivision Solid Waste Special District, completed by 6:00 p.m. on Wednesdays and Saturdays from May 1 through September 30 and by 6:00 p.m. on Wednesdays from October 1 through April 30;
 - Roll-out service for trash and recycling containers at fifteen (15) County-owned beach accesses completed by 8:00 p.m. on Sundays, Tuesdays, Thursdays, and Fridays from May 1 to September 30 and by 6:00 p.m. on Tuesdays from October 1 to April 30;
 - Roll-back service for trash and recycling containers at fifteen (15) County-owned beach accesses completed by 6:00 p.m. on Mondays, Wednesdays, Fridays and Saturdays from May 1 to September 30 and by 6:00 p.m. on Wednesdays from October 1 to April 30;
 - Maintain records of properties requiring bulky item pickup, what those items are, and relaying that information to the Currituck County Public Works Department via email within 48 hours of each service date;
 - Maintain records of properties with chronic overflow (trash and recycling outside of full cans) and relaying that information to Currituck County Public Works Department via email within 48 hours of each service date; and

- Maintain a customer service hotline seven (7) days per week, 24 hours per day. The Contractor agrees to respond to any and all service complaints with corrective action as necessary the same day the complaint is received,

(hereinafter “the Services”).

2. Compensation. Contractor will be paid for its Services by County as follows:

The annual contract amount of [\$] shall be invoiced and paid in twelve (12) equal monthly installments of [\$].

3. Contractor’s Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor’s obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County’s employees. Any such assistant will be employed only by Contractor, and will not be an employee of the County while performing services under this contract.

4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses. Contractor shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so.

5. Term. This Agreement may be terminated by either party at any time upon 30 days written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor. Contracted Services under the terms of this agreement shall terminate upon completion of the

Services which shall in no event exceed 36 months for completion of the Services. The term of this contract is January 1, 2020 through December 31, 2023.

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
- d. Contract is not required to perform tasks in any particular order or sequence.
- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.

- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractors providing equipment, materials, parts or supplies shall provide a breakdown of labor, materials, parts or supplies and sales tax by County or a sales tax report approved by the County Finance Department with the invoice. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.

8. Insurance. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees. Contractor agrees to procure and maintain workers' compensation insurance coverage for the benefit of contractor's employees or subcontractors and to procure general liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to County a valid and current certificate of workers'

compensation and general liability insurance listing the County of Currituck as an additional insured. In the event Contractor shall fail at any time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

If the contractor has less than three (3) employees and is not required to provide Worker's Compensation by the State of North Carolina initial here: _____

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation _____ Yes _____ No

General Liability _____ Yes _____ No

9. Indemnity. Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and

character, in any way attributable to or asserted against County or against Contractor and County, or which the County may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

10. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or its breach, shall be settled by arbitration in Currituck County, North Carolina in accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the "Act"). The parties to this Agreement understand that this arbitration provision shall expressly apply to this Agreement in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

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

12. Iran Divestment. Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

13. Notices. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:

Ben Stikeleather
County Manager
153 Courthouse Road, Suite 204
Currituck, NC 27929

If the notice is to Contractor:

(Or such other person or address as Contractor shall have designated by due notice to County).

14. Non-Waiver. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

15. Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. Amendments. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

17. Complete Agreement. This Agreement constitutes the entire Agreement between County and Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection therewith.

18. Governing Law. The validity, interpretation and performance of this Agreement and of its provisions shall be governed by the laws of the State of North Carolina.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

ATTEST: COUNTY OF CURRITUCK

By: _____ By: _____ (SEAL)
Clerk to the Board of Commissioners

NAME OF LLC

By: _____ (SEAL)
John Doe, Member

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

Sandra Hill
Finance Officer