

WHALEHEAD SUBDIVISION
COROLLA, NC

SOLID WASTE SPECIAL SERVICES DISTRICT

ROLL-OUT / ROLL-BACK SERVICE

November 15, 2016



Table of Contents

Whalehead Subdivision Roll-Out/Roll-Back Service

Contract Documents consist of:

- Notice to Bidders
- Instructions to Bidders
- Bid Form
- Alternate Bid Opportunity (County-owned beach access points)
- Independent Contractor's Agreement
- Project Description / Specifications
- Map of Whalehead Subdivision

NOTICE TO BIDDERS

Sealed bids will be received until 2:00 P.M., Thursday, December 1, 2016, at the Currituck County Public Works Office, 145 Courthouse Road, Currituck, NC 27929, and thereupon publicly opened and read for the following service:

WHALEHEAD SUBDIVISION Solid Waste Special District trash and recycling containers roll-out/roll back service, Corolla, North Carolina.

Bid specifications are attached and may also be viewed at the Public Works Department, ATTN: Brenda McQueen, 145 Courthouse Road, Currituck, NC 27929, (252) 232-2504 or requested by email brenda.mcqueen@currituckcountync.gov

INSTRUCTIONS TO BIDDERS
Whalehead Subdivision Solid Waste Special District

Scope of work shall include:

- Roll out service for all trash and recycling carts in Whalehead Subdivision, completed by 6:00 p.m. the day prior to the scheduled pickup days;
- Roll back service for all trash and recycling carts in the Whalehead Subdivision, completed by 6:00 p.m. Wednesdays and Saturdays from May 1 through September 30 and by 6:00 p.m. on Wednesdays from October 1 through April 30;
- Keeping records of which addresses require bulky item pickup, what those items are, and relaying that information to the Currituck county Solid Waste Director via email within 48 hours of each service date;
- Keeping records of which addresses, if any, are experiencing chronic overflow (trash and recycling outside of full cans) and relaying that information to the County's solid Waste Director via email within 48 hours of each service date;
- Maintaining a customer service hotline 7 days per week, 24 hours per day
- Contractor agrees that in the event of a voluntary or mandatory evacuation of the area due to weather, the roll-back date will be adjusted as directed by the Currituck County Solid Waste Director.

Sealed bids will be accepted until 2:00 p.m. on Thursday, December 1, 2016, at the office of the Solid Waste Director, 145 Courthouse Road, Currituck, NC, 27929. All bids are to be sealed and marked "SEALED BID – WHALEHEAD SOLID WASTE SPECIAL SERVICE DISTRICT". Current Certificates of Insurance for general liability and workers' compensation must be included with the sealed bids. Use the Bid Forms in this packet to record your bids and return the Bid Form in the sealed envelope by the due date.

Any questions, problems, or suggestions please contact:

Brenda K. McQueen

145 Courthouse Road (all mail to: 153 Courthouse Road, Suite 302)

Currituck, NC 27929

Brenda.mcqueen@currituckcountync.gov

Phone: 252-232-2504

BID FORM

The Bidder agrees to perform all the work in 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 each service date as outlined in the scope of work and specifications provided. Annual contract amounts shall be invoiced and paid in 12 equal monthly installments.

Service	Bid Amount (Annually)
Roll-out service per 12-month period as described in scope of work:	\$ _____
Roll-back service per 12-month period as described in scope of work:	\$ _____
TOTAL BID for roll-out/roll back service per 12-month period as described in scope of work:	\$ _____
Labor force available to perform service: _____	
24-hour customer service hotline number: _____	

The prices above shall include labor, materials, overhead, profit, insurance, bonds, etc., to cover the services to be provided.

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

Respectfully submitted this _____ day of _____, 2016.

Name of Firm

email address of contact person

Signature

Contact telephone number

Printed Name and Title

FAX number

Address

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the ____ day of _____, 2016, between the **County of Currituck** (hereinafter "County") and _____ (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 (hereinafter "the Services"). Enhanced solid waste services for the Whalehead Subdivision in Corolla, North Carolina, consisting of the following:
 - a. Roll out service for all trash and recycling carts in the Whalehead Subdivision beginning no earlier than 1:00 p.m. the day prior to collection and completed no later than 6:00 p.m. the day prior to collection days. Collection days are currently Wednesdays & Saturdays from May 1 through September 30 and on Wednesdays from October 1 through April 30.
 - b. Roll back service for all trash and recycling carts in the Whalehead Subdivision completed by 6:00 p.m. on collection days - Wednesdays and Saturdays from May 1 through September 30 and by 6:00 p.m. on Wednesdays October 1 through April 30;
 - c. Creating records of which addresses require bulky item pickup, what those items are and relaying that information to the County's Contractor for curbside waste collection via fax, phone or email within 48 hours of servicing the route, email copy of records to Currituck County Public Works (Brenda.mcqueen@currituckcountync.gov);

- d. Creating records of which homes, if any, are experiencing chronic overflow of trash and/or recycling containers and relaying that information to Currituck County Public Works via fax or email within 48 hours of servicing the route. In addition to the address of the property, the records will contain the name of the rental company and the property ID, where applicable;
- e. Contractor will maintain a customer service hotline that is available 24 hours per day, 7 days per week;
- f. Contractor agrees that in the event of a voluntary or mandatory evacuation of the area due to weather, the roll back date will be adjusted as directed by the County of Currituck Public Works Department;
- g. Contractor agrees that collection days may be modified and that roll out/roll back service dates will be adjusted accordingly.

2. Compensation: The sum of \$_____ (_____ and 00/100 Dollars) for the 12-month period of service paid monthly in the amount of \$_____ (_____ 00/100) upon satisfactory completion of the work, receipt of invoice and per the accounts payable schedule of the Finance Department.

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 thirty (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 be effective January 1, 2017, and terminate December 31, 2019.

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venture 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. Contractor 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 upon request a valid and current certificate of workers' compensation and general liability insurance. 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.

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:

Daniel F. Scanlon II
County of Currituck
153 Courthouse Road, Suite 204
Currituck, NC 27929

If the notice is to Contractor:

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.

COUNTY OF CURRITUCK

By: _____ (SEAL)

CONTRACTOR

ATTEST:

By: _____ (SEAL)
_____, President

Vice-President/Secretary

(Affix Corporate Seal)

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

Workers' Compensation	Yes	No
-----------------------	-----	----

General Liability	Yes	No
-------------------	-----	----

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

Sandra Hill
Finance Officer

Whalehead Subdivision Solid Waste Special Services District
Roll-out and Roll-back Service

Project Description / Specifications

Project Description: There are 748 homes in the Whalehead Subdivision in Corolla, North Carolina, most of which are rented during the tourist season. From November through February, there are approximately 35 homes that are occupied, excepting holiday weekends. The three north-south streets are 3 miles in length; the cross streets are 1 mile in length.

Roll out for all trash and recycling carts in the Whalehead Subdivision, completed by 6:00 p.m. the day prior to the scheduled pickup days. Roll back for all trash and recycling carts in the Whalehead Subdivision, completed by 6:00 p.m. on Wednesdays and Saturdays May 1 through September 30 and by 6:00 p.m. on Wednesdays from October 1 through April 30.

Contractor shall record which addresses require bulky item pickup, what those items are and relay that information to the Currituck County Solid Waste Director via email within 48 hours of each service day. Contractor shall record which addresses, if any, are experiencing chronic overflow (trash and recycling outside of full cans) and relay that information to the County's Solid Waste Director via email within 48 hours of each service day.

Contractor must maintain a customer service hotline 7 days per week, 24 hours per day.

Contractor agrees that in the event of a voluntary or mandatory evacuation of the area due to weather, the roll back date will be adjusted as directed by the County of Currituck Public Works Department.

Contractor agrees to respond to any and all service complaints with corrective action as necessary the same day the complaint is received.

Contract Period: The term of this contract will be for a period of three (3) years effective January 1, 2017, and ending December 31, 2019.

Contractor Qualifications: The contractor shall have experience in providing roll out and roll back services. The contractor shall also have a labor staff sufficient enough to complete the scope of work in the time described in these bid documents. The contractor shall have a 24/7 customer service hotline and provide the number of that service with the bid. The contractor shall submit current certificates of insurance for general liability and workers' compensation with the sealed bid. The Contractor shall provide documentation of meeting the qualifications included in this bid package.

