

REQUEST FOR PROPOSALS
FOR
EQUIPPING, STAFFING AND OPERATING
8 CONVENIENT / RECYCLING SITES
IN
CURRITUCK, NORTH CAROLINA

Distributed May 29, 2013



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Proposals must be received by June 21, 2013, by 2:00 P.M.

I. Request For Proposal

The County of Currituck (hereafter, "the Owner"), through this Request for Proposals ("RFP") from an established professional residential trash and recycling firm (hereafter, "the Offeror"), hereby request submission of proposals for the following:

1. Equipping, Staffing and Operating 8 (eight) convenient / recycling sites in the County of Currituck, North Carolina.

The purpose of the Service is to cleanly and efficiently collect trash and recyclables from residents and property owners in Currituck County at eight convenient / recycling centers located in Carova (4-WD area north of Corolla), Knotts Island, Gibbs Woods, Moyock, Shawboro, Barco, Grandy and Powells Point and properly disposing of the material in a safe and environmentally responsible manner.

The current hours of operation for all sites are: Monday thru Saturday 7:00 a.m. to 7:00 p.m. and Sundays 1:00 p.m. to 7:00 p.m. The sites are closed on New Year's Day, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. On New Year's Eve and Christmas Eve, the sites close at 5:00 p.m.

II. Service Description

Each convenient site is currently equipped with compactors for trash and compactors for recycling (single stream except glass), glass collection containers, bulk containers, tire containers, white goods/scrap metal containers, electronics recycling containers and yard waste containers. The sites are to be manned at all times during hours of operation; the site attendants have specific duties and responsibilities including, but not limited to, assisting customers with questions, directing customers to the containers appropriate for the material to be disposed, picking up litter, filling in pot holes with County-supplied material, calling the Offeror's dispatch to schedule containers to be emptied and returned and others (See Service Agreement in Appendix D). Site attendants will also assist customers with recycling programs administered outside the hauling under this Service Agreement. These programs include the collection and safe storage of fluorescent bulbs, dry cell batteries, lead acid batteries, oyster shells, used cooking oil, used motor oil, used antifreeze and other recycling programs that may be developed in the future.

Materials collected are to be hauled by the Contractor to the destinations set forth for each type of material by the County. Tires collected at the County's Transfer Station at 216 Airport Road, Maple, North Carolina, will fall under this Service Agreement in addition to the materials collected at the 8

convenient / recycling centers. The electronics recycling container at Knotts Island is hauled to the Barco recycling center for further handling. Electronics recycling containers will be added to the Moyock and Spot/Powells Point sites. Electronics for recycling at Moyock and Spot/Powells Point will be processed by a third party at each of those sites. There is an electronics recycling collection building at the Barco site. Containers shall be kept locked to prevent scavenging. Customers shall be allowed access only under the supervision of the site attendant.

The County is to be provided a monthly and an annual report of tonnages collected for trash and recycling (separated). Invoices for service shall be submitted monthly and shall provide a breakdown for each site of the number of hauls made, the cost of each haul, the material hauled and the tonnage of each type of material per load hauled.

The Service Agreement (Appendix D) to this RFP addresses the responsibilities of the site attendants.

III. General Description of Proposal Submittal, Evaluation and Selection Process

The Owner contemplates that the proposal submittal, evaluation, and selection process will essentially be as follows: The Offeror shall submit a proposal, the contents of which are described in this RFP. Offeror should carefully follow all the instructions in this RFP to ensure that its proposals are considered to be eligible. The Owner will review the proposals and evaluate them in accordance with the evaluation criteria established herein. The Owner may ask the Offeror(s), individually or collectively, for clarifications or further information, may check references and other information, may meet individually with the Offeror(s). At its own discretion the Owner may request oral presentations, or it may base its evaluations on the proposals as submitted and if deemed necessary and conduct negotiations. The Owner will then decide which Service Agreement or Agreements best serves the public interest and will take action to enter into such an agreement or agreements. Award of the contract will be to the Offeror that submits the best value proposal per the evaluation criteria.

IV. Criteria To Be Used In Evaluating Proposals

The Technical and Financial selection criteria used to evaluate the proposals are defined in Section VI, Instructions to Offeror on Proposal Submission. The evaluation criteria are as follows:

- A. Technical Criteria: 60%
 - 1. Experience and qualifications of the service firms, key individuals, as well as previous experience working in similar service environments (50%).
 - 2. Compliance with all federal, state and local laws, ordinances and environmental agencies, service description, scope of services, and terms & conditions of the full RFP (50%).
- B. Financial Criteria: 40%
 - 1. Cost Proposal

V. Terms and Conditions of this Request for Proposal

The following terms and conditions apply to this RFP, and by submitting its proposal, the Offeror agrees to them without exception:

- A. Neither this RFP nor the Owner's consideration of any proposal shall create any contract, express or implied any contractual obligation by the Owner to any Offeror, or any other obligation by the Owner to any Offeror. The Owner makes no promise, express or implied,

regarding whether it will enter into a Service Contract with any Offeror or regarding the manner in which it will consider proposals.

- B. The Owner will not be responsible for any expenses incurred by an Offeror in preparing and submitting a proposal, or in engaging in oral presentations, discussions, or negotiations.
- C. Offeror submitting a proposal in response to this RFP may be required to make an oral presentation or oral presentations of their proposal to the County at their own expense. The Owner may request the presence of Offeror(s) representative(s) at these presentations. The Owner will schedule the time and location for these presentations. By submitting its proposal, the Offeror agrees to make these representatives reasonably available to the County of Currituck, and acknowledges that the failure to do so may result in the proposal not being considered.
- D. The Owner reserves the right to waive any informality with respect to any proposal submitted in response to this RFP.
- E. The Owner reserves the right to accept or reject any and all proposals received by reason of this request, in whole or in part, and to negotiate separately in any manner necessary to serve the best interests of the Owner.
- F. Any confidential and proprietary information provided to the Owner by the Offeror pursuant to this RFP shall be subject to disclosure under the North Carolina Public Records laws.
 - 1. To prevent the release of any confidential and proprietary information that otherwise could be held in confidence, the Offeror submitting the information must:
 - a. Invoke the exclusion from Public Record Law when the data or materials are submitted to the Owner or before such submission,
 - b. Identify the data and materials for which protection from disclosure is sought, and
 - c. State why the exclusion from disclosure is necessary.
 - 2. The Offeror may request and receive a determination from the Owner as to the anticipated scope of protection prior to submitting the proposal. The Owner is authorized and obligated to protect only confidential proprietary information, and thus will not protect any portion of a proposal from disclosure if the entire proposal has been designated confidential by the Offeror without reasonably differentiating between the proprietary and non-proprietary information contained therein.
- G. The Owner will not discriminate against any Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
- H. This RFP with all attachments and the Offeror's responses may become part of the Service contract as determined by the Owner.

VI. Terms and Conditions of the Service Agreement

The successful Offeror or Offerors shall agree to enter into the Convenient Site / Recycling Centers Equipage, Staffing and Operation Service Agreement included in Attachment D of this RFP. The Owner expressly reserves the right to modify any provision of the Service Agreement, at its sole discretion, prior to entering into the definitive Agreement.

VII. Instructions to Offeror on Proposal Submission

- A. For the Offeror's proposal to be considered:
 - 1. Proposals are to be submitted in sealed envelopes with the words "Convenient Site - Open June 21, 2013" on the face of the envelope. Proposals must be signed in ink by an authorized representative of the Offeror. (Note: Documentation of signature authority shall be provided for both this RFP response and the Service Agreement.) Provide one (1) original and two (2) copies of the Service Proposal. The lower left

corner of the face of the envelope shall indicate the Offeror's name and title of the proposal. Deliver proposals to the Owner at the following location:

*Solid Waste Director
County of Currituck
153 Courthouse Road, Suite 302
Currituck, North Carolina 27929*

2. Proposals must be complete when submitted, including a cover sheet and all attachments and in the format specified. Proposals or any amendments to proposals received by the Owner after the closing date and time will not be considered. Actual receipt by the Owner and not the mailing or sending date shall control.
4. **Written questions and requests for clarification shall be submitted no later than June 5, 2013 at 5:00pm.** To the extent Currituck County determines to respond to such questions and requests for clarification, any and all responses and any supplemental instructions will be in the form of a **final written addendum, which if issued, will be emailed to all firms holding this RFP not later than June 12, 2013 at 5:00 pm.** All addenda shall become part of the RFP and the Service Agreement.
5. **Proposals must be received no later than June 21, 2013 at 2:00 pm.** Requests for extensions of this date will not be granted except by written amendment to the RFP applicable to all prospective Offerors.

B. Instructions for Proposals

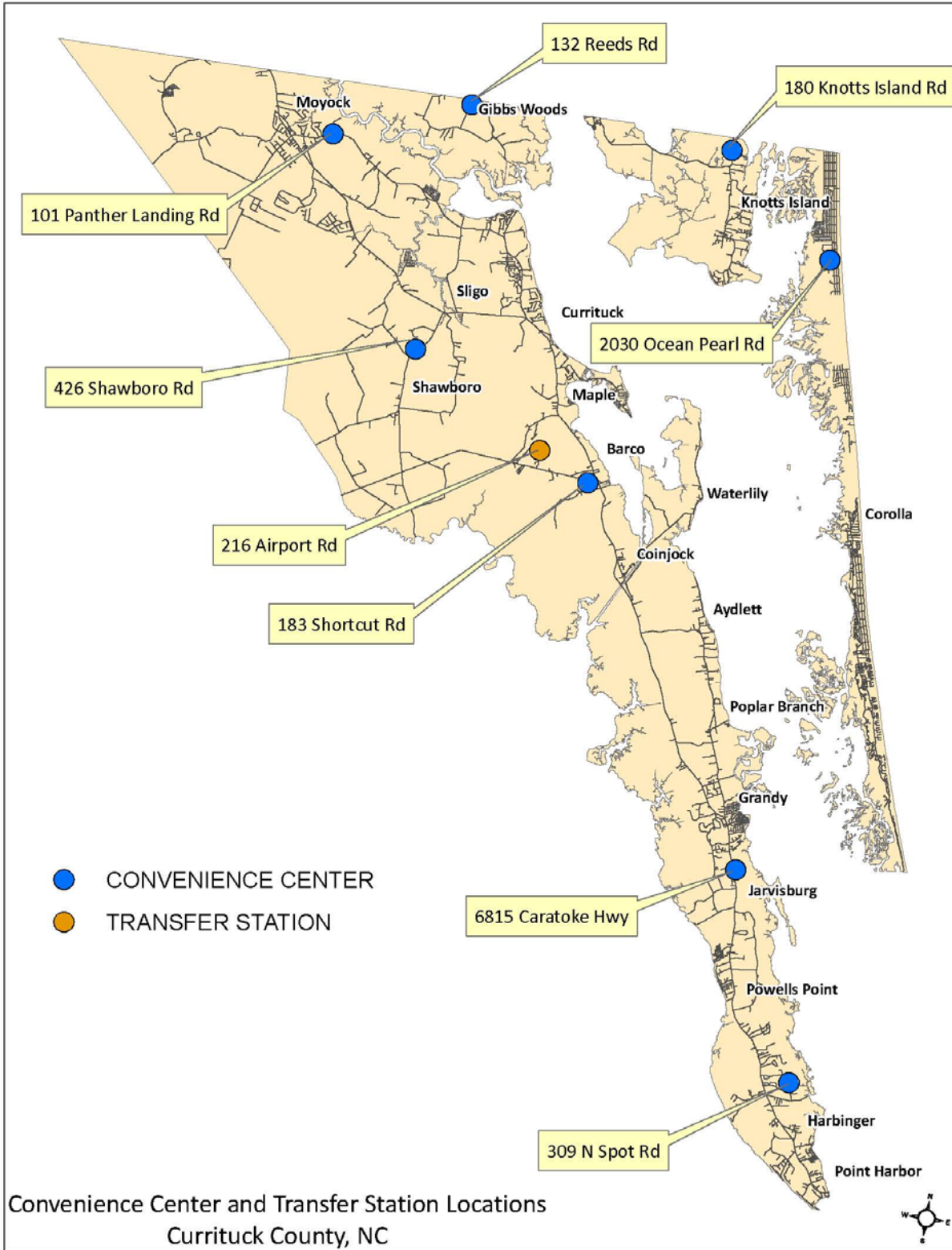
1. Brevity, clarity, and responsiveness in proposals are encouraged. The inclusion of extraneous information not pertinent to the basic purpose of the RFP is discouraged.
2. Technical proposals shall be limited to 50 letter size (unless otherwise expressed herein), one sided pages, not including cover sheet and tab dividers. All contents of the technical proposal shall be bound in one completed document.
3. Offerors are encouraged to carefully examine the RFP for discrepancies, errors, omissions or ambiguities. Any questions concerning the requirements of the RFP should be directed to Brenda K. McQueen, Public Works Department, at 252-232-2504 or email (preferred) at brenda.mcqueen@currituckcountync.gov .
4. The information required by this RFP must be complete and the Offeror's submittal must "stand-alone".
5. A list of all equipment that will be used in this project is to be provided (year, make model, type and number of trucks, type of fuel for each, capacity of each), style of refuse containers and recycling containers (number, size and capacity of each), make, model and capacity of compactors and any other equipment needed to fully equip and operate the sites properly and efficiently.
6. The term "similar project" shall be defined as having provided successful convenient / recycling center operational services within the last 10 years. Each similar project will be presented on a separate sheet to include, but not limited to, size of the service area in mileage and units, frequency of service for each type of refuse, with current contact information for reference checks.

FINANCIAL PROPOSAL

7. The Offeror's Financial Proposal will be a cost per month cost proposal for each service to be rendered for equipment, staff & operation and costs per haul from each center to the final destination of the materials. The Financial Proposal will consist of the following:
 - a. Provide a detailed cost proposal for the cost of service using the Cost Proposal Form included in Attachment C.

ATTACHMENT A

Service Area Site Maps



ATTACHMENT B

SERVICE TEAM: MEMBERS FORM

Firm Name _____
Point of Contact _____
Address _____
Telephone _____
Email _____

Site Attendant
Supervisor _____
Point of Contact _____
Address _____
Telephone _____
Email _____

Dispatch Scheduling _____
Point of Contact _____
Address _____
Telephone _____
Email _____

EMERGENCIES _____
Point of Contact _____
Address _____
Telephone _____
Email _____

Invoice questions _____
Point of Contact _____
Address _____
Telephone _____
Email _____

ATTACHMENT C

Cost of Providing Services

Currituck County Convenience Center Operations:

	<u>Annual Cost</u>	<u>Alternative – Used Equipment</u>
A. Site Equipment Cost	\$ _____	\$ _____
B. Site Supervision and Staffing Cost	\$ _____	\$ _____
Alternate 1: Close 1 day /week	\$ _____	(DEDUCT from B above)
Alternate 2: Close 2 days/week	\$ _____	(DEDUCT from B above)

C. Hauling Cost

**Appendix C
Charges for Hauling
(Mixed solid waste, white goods, yard waste)**

Site	Address, Description	Miles to CCTT, 216 Airport Road	Cost per haul
Knotts Island	180 Knotts Island Rd, Knotts Island, NC 27950	43	
Gibbs Woods	132 Reeds Rd, Gibbs Woods, NC 27950	31	
Moyock	101 Panther Landing Road, Moyock, NC 27958	18	
Shawboro	426 Shawboro Rd, Shawboro, NC 27973	9	
Barco	183 Shortcut Rd, Barco, NC 27917	3	
Grandy	6815 Caratoke Hwy, Grandy, NC 27939	17	
Powells Point	309 N. Spot Road, Powells Point, NC 27966	24	
Carova Beach	2030 Ocean Pearl Rd, Carova Beach, NC 27927	63	

Appendix C
Charges for Hauling
(Co-mingled recyclables and glass)

Site	Address, Description	Miles to Bay / Powells Point, NC	Cost per haul
Knotts Island	180 Knotts Island Rd, Knotts Island, NC 27950	64	
Gibbs Woods	132 Reeds Rd, Gibbs Woods, NC 27950	53	
Moyock	101 Panther Landing Road, Moyock, NC 27958	37	
Shawboro	426 Shawboro Rd, Shawboro, NC 27973	31	
Barco	183 Shortcut Rd, Barco, NC 27917	22	
Grandy	6815 Caratoke Hwy, Grandy, NC 27939	8	
Powells Point	309 N. Spot Road, Powells Point, NC 27966	3	
Carova Beach	2030 Ocean Pearl Rd, Carova Beach, NC 27927	38	

Appendix C
Charges for Hauling
(Co-mingled recyclables and glass)

Site	Address, Description	Miles to Bay / East Indian Rd, Norfolk VA	Cost per haul
Knotts Island	180 Knotts Island Rd, Knotts Island, NC 27950	37	
Gibbs Woods	132 Reeds Rd, Gibbs Woods, NC 27950	29	
Moyock	101 Panther Landing Road, Moyock, NC 27958	26	
Shawboro	426 Shawboro Rd, Shawboro, NC 27973	36	
Barco	183 Shortcut Rd, Barco, NC 27917	41	
Grandy	6815 Caratoke Hwy, Grandy, NC 27939	54	
Powells Point	309 N. Spot Road, Powells Point, NC 27966	62	
Carova Beach	2030 Ocean Pearl Rd, Carova Beach, NC 27927	100	

Appendix C
Charges for Hauling
(Co-mingled recyclables and glass)

Site	Address, Description	Miles to Tidewater Fibre, Chesapeake VA	Cost per haul
Knotts Island	180 Knotts Island Rd, Knotts Island, NC 27950	30	
Gibbs Woods	132 Reeds Rd, Gibbs Woods, NC 27950	21	
Moyock	101 Panther Landing Road, Moyock, NC 27958	17	
Shawboro	426 Shawboro Rd, Shawboro, NC 27973	24	
Barco	183 Shortcut Rd, Barco, NC 27917	32	
Grandy	6815 Caratoke Hwy, Grandy, NC 27939	45	
Powells Point	309 N. Spot Road, Powells Point, NC 27966	53	
Carova Beach	2030 Ocean Pearl Rd, Carova Beach, NC 27927	91	

**Appendix C
Charges for Hauling
(Tires)**

Site	Address, Description	Miles to Emanuel Tire, Waverly VA	Cost per haul
Knotts Island	180 Knotts Island Rd, Knotts Island, NC 27950	94	
Gibbs Woods	132 Reeds Rd, Gibbs Woods, NC 27950	87	
Moyock	101 Panther Landing Road, Moyock, NC 27958	82	
Shawboro	426 Shawboro Rd, Shawboro, NC 27973	89	
Barco	183 Shortcut Rd, Barco, NC 27917	96	
Grandy	6815 Caratoke Hwy, Grandy, NC 27939	109	
Powells Point	309 N. Spot Road, Powells Point, NC 27966	117	
Carova Beach	2030 Ocean Pearl Rd, Carova Beach, NC 27927	155	
Transfer Station	216 Airport Road, Maple, NC 27956	96	

ATTACHMENT D

Service Agreement

**CONVENIENT CENTER EQUIPMENT, STAFFING, OPERATING
AND HAULING**

**SOLID WASTE AND RECYCLING
SERVICE AGREEMENT**

This Agreement is made this ____ day of _____, 2013, by and between THE COUNTY OF CURRITUCK, a body corporate and politic existing under the laws of the State of North Carolina (“County”) and _____, a _____ corporation (“the CONTRACTOR”).

WITNESSETH

WHEREAS, pursuant to a competitive bidding process, the County has selected (THE CONTRACTOR) as the successful offeror and as a result, intends to enter into a 5-year Contract for Solid Waste Collection and Recyclable Collection Services effective January 1, 2014 (the “Contract”); and

WHEREAS, under the Contract, the County desires for (THE CONTRACTOR) to provide: 1) solid waste collection and disposal services; and 2) recyclables collection and delivery services; and 3) solid waste convenient site / recycling center equipment, operations and services (collectively, the “Services”); and

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, the parties, intending to be legally bound, agree as follows:

1. Definitions

a. The term “Acceptable Waste” shall mean solid wastes generated from residential areas, excluding Unacceptable Waste. Acceptable Waste includes animal carcasses weighing no more than ten pounds.

b. The terms “Center,” “Centers,” “Recycling Centers” or “Convenience Centers” shall mean a staffed drop off area for Acceptable Waste.

c. The term "County Manager" shall mean the chief administrator of the County or the chief administrator's designee.

d. The term "Change in Law" shall mean any of the following events or conditions which prevent the performance by the parties of their respective obligations under the Agreement (except for payment obligations):

(i) the formal adoption, promulgation, issuance or modification after the date hereof of any federal, state or local law, regulation, rule or ordinance, unless such law, regulation, rule or ordinance was on or prior to the date hereof duly adopted, promulgated, issued or otherwise officially modified, in each case in final form, to become effective without any further action by any federal state or local governmental body or administrative agency having jurisdiction; or

(ii) the final order or final judgment of any federal or state court or administration agency, on or after the date hereof, if such order or judgment is not also the result of willful or negligent action or lack of reasonable diligence of (THE CONTRACTOR).

A Change in Law shall not include a change in any tax or similar law or a change in any employment or similar law.

e. The term "Customer" shall mean the beneficiary of the services provided for by this Agreement.

f. The term "Force Majeure" shall mean any act, event or condition, whether affecting the County or (THE CONTRACTOR), to the extent that it prevents either party from performing any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent action or inaction of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party. Such acts or events may include, but shall not be limited to the following:

(i) An act of God, landslide, lightning, earthquake, fire explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;

(ii) A Change in Law;

(iii) The failure of any subcontractor or supplier to furnish labor, services, materials or equipment on the dates agreed to if such failure is caused by an Uncontrollable Circumstance and the affected party is not reasonably able to obtain substitute labor, services, materials or equipment on the agreed-upon dates;

(iv) Strikes, work stoppages, or other labor disputes or disturbances (other than by employees of the affected party or any affiliate or by employees of any contractor or subcontractor of the affected party or affiliate) if the affected party is not reasonably able to obtain substitute labor, services, materials or equipment when required.

g. The terms "Recyclables" or "Recyclable Waste" shall mean any material collected for the purpose of recycling including but not limited to mixed paper, cardboard, glass, plastics, bi-metals, and aluminum.

h. The term "Residential Unit" or "Unit" shall mean single-family dwellings, apartment complexes, or, townhouse complexes that are customers of the County.

i. The term "Roadside" shall mean the location adjacent to, but no more than ten (10) feet from the edge of the roadway.

j. The term "Unacceptable Wastes" shall mean any (a) regulated quantity of a Hazardous Waste or Hazardous Substance as defined by federal, state or local laws or regulations; (b) containerized wastes the contents of which are not able to be identified; (c) sludges; (d) waste from a pollution control process or cleanup of a spill of a chemical substance or commercial product; (e) white goods with CFC not removed; (f) biohazards or regulated medical waste, (g) friable asbestos, (h) construction and demolition debris; or (i) any special waste or material which may not be lawfully disposed of at the Landfill.

2. Scope of Work

As more fully set forth below, (THE CONTRACTOR) shall be responsible for the following Services: (1) providing the trash collection and disposal at eight convenient sites; and (2) providing Recyclables collection at eight convenient sites and delivery to selected destinations determined by County; (3) tire disposal from tires collected at eight convenient sites and the Maple Transfer Station;

and (4) for being responsible for the full and proper equipage, operation and maintenance of the Solid Waste Recycling Centers for the purpose of collecting Acceptable Waste and Recyclables (collectively "Collected Waste") from the County's residents. Concurrently with this Contract, (THE CONTRACTOR) shall also provide emergency response services options, to be determined (Disaster Contract Rider).

Delivery of recyclable materials will be made in accordance with each destination facility's delivery protocols. Any chargeback for contamination of loads coming from the Solid Waste Recycling Centers will be borne by (THE CONTRACTOR) as its staff is responsible to oversee the daily operations and collection of materials at the Recycling Centers.

Contractor shall provide monthly and annual reports of tonnages of trash and recyclables collected at and removed from each convenient site. Invoices for hauling shall list each of the convenient sites, materials by type (Brush, Bulk, Garbage, White Goods, Yard Waste, Tires, Glass, Recyclables, etc.), list the weight of each load hauled and include destination receipts for each load.

3. Term

a. The Term of this Agreement shall be for a period of five (5) years commencing on January 1, 2014 and ending on December 31, 2018.

b. The Contract may be renewed annually or for multiple year terms with 90 days advanced notice provided both parties are in agreement with any such renewal.

4. Solid Waste Recycling Center Services

a. As more fully set forth below, (THE CONTRACTOR) shall be responsible for the full and proper equipage, operation and maintenance of the Convenience Centers for the purpose of collecting Acceptable Waste and Recyclables (collectively "Collected Waste") from the County' residents authorized to use the Centers. A list of the Convenience Centers is listed as Attachment "A".

b. The County shall be responsible for maintaining, at its cost and expense, the necessary permits and licenses for the operation of the Convenience Centers and the security for each facility to include security fencing and security lighting around each Center.

c. (THE CONTRACTOR) shall operate the Centers to include assuming full operational expense associated with each Center including, without limitation, providing the

necessary personnel, trash collection equipment and containers, portable toilets and/or liners, signage, and utilities (electricity for the equipment and offices, water and phone only). As needed, (THE CONTRACTOR) shall also provide transportation services necessary for the safe and proper disposal of the Collected Wastes to the Designated Transfer Station and for recyclables to the selected recycling transfer station or recycling processing facilities as directed by County.

d. The County may add additional Convenience Centers during the Term of this Contract. The County shall be responsible for acquiring the land for each additional site, for the construction of each facility and for obtaining the necessary operating permits. (THE CONTRACTOR) shall cooperate with the County in developing future sites. The personnel and equipment necessary for each new site will be incorporated herein and additional charges will be applied as per Attachment A.

5. Solid Waste Recycling Centers Operations

a. Attendant Responsibilities

(THE CONTRACTOR) shall ensure that each Center is manned during all hours of operation by an attendant employed by (THE CONTRACTOR). The attendants' duties shall include, but are not limited to, the following:

(i) verify citizenship in the County and direct citizens where to unload and place Acceptable Waste into the proper trash compactor or container and Recyclables into the proper recycling compactor or containers; The attendant shall not be required to assist the citizens unload or handle Acceptable Waste or Recyclables;

(ii) operate and maintain the trash compactor equipment;

(iii) visually inspect for Unacceptable Waste;

(iv) properly schedule and coordinate for the replacement and haul-out of compactor boxes, roll-offs, and recycling containers;

(v) maintain the Center and the grounds in a clean and neat condition, to include filling in potholes and removing nails and other debris on a daily basis;

(vi) ensure the offices are kept clean and orderly and ensure that the offices are not used for unauthorized business;

(vii) be courteous and respectful to all citizens at all times;

(viii) prevent scavenging activities;

(ix) prevent contamination of loads (recyclables, glass, yard waste, metals). (THE CONTRACTOR) shall reimburse County for any charges made against County due to contaminated loads;

(x) prevent, to the extent possible, commercial refuse from being disposed of at the convenient sites; re-directing commercial refuse to the Currituck County Transfer Station.

b. Equipment

For each center listed in Exhibit "A" (THE CONTRACTOR) shall be responsible for providing and maintaining all equipment listed at each site. The County may amend its equipment selection for any Center at any time during the Term upon thirty (30) days written notice to (THE CONTRACTOR). (THE CONTRACTOR) shall also be responsible for providing all supplies needed by the attendants to carry out their duties.

c. Hours of Operation

All Centers shall be open and manned from 7:00 a.m. to 7:00 p.m. Monday through Saturday and 1:00 p.m. to 7 p.m. on Sundays. The Solid Waste Recycling Centers shall be closed on the following holidays: New Year's Day, Easter Sunday, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day. Christmas Eve and New Year's Eve the Centers will close at 5 p.m. *(Bid Alternate #1 – centers will be closed 1 day per week; Bid Alternate #2 – centers will be closed 2 days per week.)*

d. Maintenance

(THE CONTRACTOR) shall be responsible, at is sole cost and expense, for maintaining the Centers in a safe and aesthetically pleasant condition including, but not limited to, litter patrol and removal, filling potholes with material supplied by County; snow/ice removal and treatment. (THE CONTRACTOR)'s maintenance and repair activities shall not interfere with operation of the Centers.

e. **County's Responsibilities**

The County shall be responsible for the following:

- (i) the County shall pay for the electrical bills for security lighting; and
- (ii) the County shall provide for the removal and disposal of certain Recyclable Wastes, to include waste oil, anti-freeze, dry cell batteries, oil filters, oyster shells, used cooking oil, fluorescent bulbs and lead acid batteries from the Centers; and

(iii) Except for damage caused by the acts or omission of (THE CONTRACTOR), its employees or subcontractors, the County shall otherwise maintain and repair the pavement/gravel access roads, fences/gates, and all property owned by the County outside of the Centers.

6. **Service Fees for Convenience Centers**

- a. The fees are inclusive as provided in Attachment "A".

7. **Disposal of Acceptable Waste**

a. (THE CONTRACTOR) shall be able to dispose of Acceptable Waste at the County's designated transfer station or disposal facility at the County's expense (the "Designated Transfer Station"). The County's Designated Transfer Station is located at the Maple Transfer Station. The County may, during the Term of this Agreement, designate an alternative transfer station or disposal facility for use by (THE CONTRACTOR), in which case, the parties shall determine any additional compensation owed to (THE CONTRACTOR). In no event shall (THE CONTRACTOR) or its subcontractors dispose of any waste or other material in the transfer station that is collected outside of the County without the express written permission of the County Manager. In the event the County imposes a tipping fee at the transfer station, the tipping fee shall not apply to waste collected under this Agreement.

b. The parties shall jointly develop a method to differentiate the Acceptable Waste not subject to fees hereunder from other waste for which a tipping fee must be paid. If (THE CONTRACTOR) disposes of waste at the transfer station that is collected from outside the County, the County Manager may elect to withhold compensation at a rate equal to the tipping fee then in effect at the transfer station for each ton of out-of-County waste improperly disposed.

- c. If the County designated facility is not open or operational then (THE CONTRACTOR) may, with the County's permission, use other facilities to insure the County's trash is collected. The rate charged the County shall equal the rate the County pays the disposal facility, typically.
- d. White goods, scrap metal and yard waste will be delivered to the facility for processing by the County.
- e. (THE CONTRACTOR) shall deliver recyclable material to the destination / end market designated by the County in accordance with the destination/end market facility's hauling and delivery protocols.

8. Customer Service Standards

a. (THE CONTRACTOR) shall maintain a local office for operations support to include an Operations/Customer Relations Manager to the County. This individual shall be available and in communication with County personnel to help resolve any customer service problems as they occur. The Manager shall schedule quarterly meetings with County personnel to review and discuss any complaints, problems, or ideas for customer service improvement.

b. (THE CONTRACTOR) shall maintain a local telephone number for County residents with questions or complaints. In addition, (THE CONTRACTOR) may use e-mail or a website for customer communications.

c. If reasonably possible, all complaints received by (THE CONTRACTOR) during a workday shall be addressed within twenty-four hours. If the complaint cannot be addressed within twenty-four hours, (THE CONTRACTOR) shall inform the County.

9. Insurance

(THE CONTRACTOR) shall obtain and maintain, at its sole cost and expense, at least the following insurance coverage throughout the entire Term of the Agreement and any renewal Term:

- a. Worker's Compensation and statutory minimums
Employer's Liability Insurance
- b. General and Public Liability \$500,000 aggregate
\$500,000 per person

- c. Vehicle Liability Insurance \$500,000 aggregate
\$500,000 per person

These insurance coverage's shall be issued by companies admitted with the State of North Carolina, with a Best's Way Rating of at least A:VI or better, except that insurers of the London Syndicate or other recognized British and European insurers not rated may be allowed. (THE CONTRACTOR) shall provide the County with a Certificate of Insurance evidencing coverage required by this Agreement. (THE CONTRACTOR) shall provide the County with thirty (30) days' notice of any cancellation, non-renewal, material change in coverage, or coverage reduction affecting the insurance required by this Agreement.

10. Indemnification

a. (THE CONTRACTOR) shall indemnify, defend, and hold harmless the County, the County's agents, officials, and employees from and against any and all liabilities, penalties, fines, forfeitures, judgments, demands, claims, suits, and costs and expenses (including attorneys' fees and costs of defense) which the County, their agents, officials, and employees, may incur due to bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws or regulations caused by the negligent acts or omissions of (THE CONTRACTOR), its employees, agents, and subcontractors, in the performance of the terms of this Agreement. (THE CONTRACTOR) expressly agrees that any performance bond or insurance protection required under the terms of this Agreement shall in no way limit (THE CONTRACTOR)'s responsibility to indemnify, defend and save the County harmless as provided herein.

b. To the extent authorized by law, the County shall indemnify, defend, and hold harmless (THE CONTRACTOR), its officers, directors, employees, and agents from and against any and all liabilities, penalties, fines, forfeitures, judgments, demands, claims, suits, and costs and expenses (including attorneys' fees and costs of defense) which (THE CONTRACTOR) or its officers, directors, employees, and agents may incur due to bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws or regulations caused by the acts or omissions of the County, their employees, agents, and subcontractors.

c. These indemnification provisions shall survive the termination of this Agreement.

11. Performance Bond

(THE CONTRACTOR) shall post and maintain for the entire Term a performance bond in the amount of 100% of the annual contract amount (the "Bond"). The performance bond shall be adjusted on each anniversary date to reflect current Contract totals. Upon ten (10) days written notification to (THE CONTRACTOR) and Bonding Company and subject to the default provisions of paragraph 18 below, the County may access the Bond in order to clean, repair, correct, or remediate any damages resulting from a breach of the terms and conditions of this Agreement.

12. Default

Except for force majeure events, the failure of either party to perform its material obligations under this Agreement shall be considered a breach of this Agreement, and the breaching party shall be in default. In the event of a default, the non-defaulting party shall give written notice of the default to the defaulting party. The defaulting party shall have ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement or thirty (30) days from the receipt of the notice to cure any other default under this Agreement.

If the defaulting party fails to cure the breach within the allotted time, the non-defaulting party may, at its option, terminate the Agreement. In the event that (THE CONTRACTOR) fails to cure within the allotted time a default of any material obligation contained in this Agreement, the County shall have the right to possess and operate, at (THE CONTRACTOR)'s expense, any and all equipment required to perform the obligations under this Agreement in order to protect the public health, safety and welfare by maintaining the solid waste disposal and recycling services.

13. Warranties

a. The County represents and warrants that:

(i) The County has complied with all applicable laws, regulations, ordinances, and other legal requirements applicable to the procurement of the services contemplated by this Agreement;

(ii) The County has the full power, authority and legal right to enter into and perform this Agreement, and the execution, delivery and performance of the Agreement by the County (a) have the requisite approval of all governmental bodies; (b) will not violate any judgment, order, law

or regulation applicable to the County; and (c) does not conflict with or constitute a default under any agreement or instrument to which the County are a party or by which the County or their assets may be bound or affected;

(iii) This Agreement, when executed and delivered by the County, will constitute legal, valid and binding obligations of the County, enforceable in accordance with its terms;

(iv) There is no litigation, proceeding or claim pending or, to the knowledge of the County, threatened against or affecting the County (a) challenging the validity of this Agreement; (b) seeking to enjoin the performance by the County of their obligations under the Agreement; or (c) which, if adversely determined, would materially adversely affect the ability of the County to perform their obligations under this Agreement;

b. (THE CONTRACTOR) represents and warrants that:

(i) (THE CONTRACTOR) is a corporation duly organized and existing in good standing under the laws of the State of North Carolina;

(ii) (THE CONTRACTOR) has the corporate power, authority and legal right to enter into and perform this Agreement, and the execution, delivery and performance of this Agreement by (THE CONTRACTOR) (a) has the requisite corporate approval; (b) will not violate any judgment, order, law or regulation applicable to (THE CONTRACTOR) or any provision of its charter or by-laws; and (c) does not conflict with or constitute a default under any agreement or instrument to which (THE CONTRACTOR) is a party or by which (THE CONTRACTOR) or its assets may be bound or affected;

(iii) This Agreement, when executed and delivered by (THE CONTRACTOR), will constitute legal, valid and binding obligations of (THE CONTRACTOR), enforceable in accordance with its terms;

(iv) There is no litigation, proceeding or claim pending or, to the knowledge of (THE CONTRACTOR), threatened against or affecting (THE CONTRACTOR) (a) challenging the validity of this Agreement; (b) seeking to enjoin the performance by (THE CONTRACTOR) of its obligations under the Agreement; or (c) which, if adversely determined, would materially adversely affect the ability of (THE CONTRACTOR) to perform its obligations under this Agreement;

14. Construction and Operation of the Agreement

a. Relationship of the Parties

Except as otherwise explicitly provided herein, no party to this Agreement shall by virtue of this Agreement have any responsibility whatsoever with respect to the services provided or contractual obligations assumed by any other party and nothing in this Agreement shall be deemed to constitute any party a partner, agent or legal representative of any other party or to create any fiduciary relationship between or among the parties.

b. Assignment

This Agreement may not be assigned by either party to a non-affiliated entity without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto pursuant to this paragraph 16.2. Any attempted assignment made contrary this paragraph shall be void.

c. Notices

Any notices or communication required or permitted under this Agreement shall be in writing and sufficiently given if delivered by fax, in person, overnight courier, or sent by certified mail, return receipt requested, postage prepaid as follows:

If to the County:

County Manager
153 Courthouse Road, Suite 202
Currituck, NC 27929

With a copy to:

Ike McRee, Esq.
County Attorney
County of Currituck
153 Courthouse Road
Currituck, NC 27929

If to (THE CONTRACTOR):

(insert Title)

With a copy to:

Changes to the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party, delivered in accordance with this paragraph.

d. Waiver

The waiver by either party of a default or a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any default or breach.

e. Entire Agreement; Modifications

The provisions of this Agreement shall (a) constitute the entire agreement between the parties, superseding all prior agreements and negotiations, and (b) may not be modified or amended, unless in writing and mutually agreed upon by both parties.

f. Severability

In the event that any provision of this Agreement, or the application of such provision to any person or circumstance shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action remain in full force and effect.

g. Headings

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not be used in construing this Agreement.

h. Governing Law

This Agreement and any question concerning its validity, construction or performance shall be governed by the laws of the State of North Carolina, irrespective of the place of execution or of the order in which the signatures of the parties are affixed or of the place or places of performance.

i. Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original but all of which taken together shall be deemed a single instrument.

j. Conventions

In this Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other gender; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; references to "writing" include printing, typing, lithography and other means or reproducing words in a visible form; references to agreements and other contractual instruments shall be deemed to include all subsequent amendments thereto or changes therein entered into in accordance with their respective terms; references to persons include corporations, partnerships, business trusts, trusts, joint ventures, governmental entities and their permitted successors and assigns as well as natural persons and their legal representatives and permitted assigns; and the term "including" shall mean including without

limitation; references to "Sections" and "Articles" shall mean sections and articles of this Agreement, unless otherwise stated.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first written above.

(THE CONTRACTOR)

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

CURRITUCK COUNTY, NORTH CAROLINA a body
corporate and politic of the State of North
Carolina

ATTEST:

_____ (SEAL)

Clerk to the Board

Chair, Board of Commissioners

(COUNTY SEAL)

Approved for legal sufficiency:

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

Finance Office