

INTRODUCTION

The Town of Fairmont is soliciting proposals from qualified contractors for the provision of residential and small commercial solid waste and yard waste collection and disposal.

The Town of Fairmont is located in the southeastern portion of Robeson County and has a population of 2,188.

Questions regarding the request for proposals may be referred to:

Jerome Chestnut
Town Manager
Town of Fairmont
P. O. Box 248
421 S. Main Street
Fairmont, NC 28340
(910) 628-9766 ext. 212
jchestnut@fairmontnc.gov

PLEASE NOTE:

~The Town of Fairmont reserves the right to accept or reject any or all bids~

REQUEST FOR PROPOSALS

MUNICIPAL SOLID WASTE COLLECTION

TOWN OF FAIRMONT, NORTH CAROLINA

June 27, 2024

**Town of Fairmont
421 South Main Street
P.O. Box 248
Fairmont, NC 28340
(910) 628-9766**

REQUEST FOR BIDS FOR REFUSE COLLECTION

**TOWN OF FAIRMONT'S REQUEST FOR PROPOSAL FOR RESIDENTIAL SOLID WASTE COLLECTION &
DISPOSAL / RESIDENTIAL YARD WASTE COLLECTION AND BULK WASTE COLLECTION / COMMERCIAL
WASTE COLLECTION**

Page 2

Contractor's Initial _____

1. SCOPE OF WORK

The Successful Bidder shall provide, in a good workmanlike manner, the services called for and described herein which shall consist of all supervision, equipment, labor, and all other items necessary to provide the Town with complete refuse collection, removal and disposal and to complete said work in accordance with the provisions of this Request for Proposal. The Town currently has 971 residential customers, 130 commercial hand collect accounts, 56 commercial dumpster accounts, and one multi-sort recyclable bin at Town Hall. The residential waste is currently collected once a week, with once-a-week yard waste collection loose at the curb. The commercial waste is collected as required by the customer. The Successful Bidder will also be responsible for providing transportation and disposal of bulk waste. The successful Bidder shall be required to perform an audit of residential carts twice per year to ensure that the town is being billed for the number of carts that are actually being serviced.

Please note that because the figures indicated above are subject to change, adjustments shall be made twice annually to reflect the results of the required audit, if needed.

2. TWO YEAR PRICE LOCK-IN

Please note that the bid price shall be locked in for a period of 24 months prior to any increase:

First Operating Year – Bid amount remains in effect.

Second Year – No increase

Third Year – Increase shall be allowed – Response to RFP must identify basis of all future increases in the Response to RFP. The Town needs to be notified of increase amount by March to properly prepare the annual budget.

3. PREPARATION OF THE PROPOSAL

Only the services listed in this Request for Proposal and included in the addenda will be considered.

All Proposals must be prepared and signed by the Bidder in the form attached hereto. **THE PROPOSAL MUST BE RETURNED IN ITS ENTIRETY WITH EACH PAGE INITIALED BY THE BIDDER.** All blank spaces in each Proposal, together with appropriate schedules, must be completed in full in ink or be typewritten.

If any language entered by the Bidder on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it, and initialed by the Bidder in ink.

Two (2) copies of the Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, and plainly marked "Solid Waste Collection Proposal". If the Proposal is mailed, the sealed envelope must be enclosed in a mailing envelope. The Town shall not consider any proposal not prepared and submitted in accordance with the provisions hereof.

Any Proposal may be withdrawn prior to July 15, 2024, at 2:00 pm, the "Bid Opening Time" or any authorized postponement thereof.

Any Proposal received after the "Bid Opening Time" or any unauthorized postponement thereof shall not be considered.

4. PROPOSAL SECURITY

Each proposal must be accompanied by a bond or a certified check of the Bidder, drawn on a national bank, in an amount equal to Fifty Thousand Dollars (\$50,000.00), as a guarantee on the part of the Bidder that he will, if called upon to do so, accept and enter into a contract on the attached form (or such form as may mutually be agreed upon by the Town and the selected Bidder which addresses all the material provisions of the proposals and response thereto), to perform the work covered by such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment. Checks and bonds will be returned promptly after the Town and the selected Bidder have executed the Contract, or, if no Bidder's Proposal has been selected within thirty (30) days after the date of the opening of the Proposals, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Proposal.

A letter shall accompany the Proposal from a corporate surety satisfactory to the Town stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event he is the Successful Bidder. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

The Successful Bidder will be required to furnish a Performance Bond as security for the faithful performance of this Contract. Said Performance Bond must be in an amount equal to the full contract price but said bond may provide for a pro rata reduction therein annually, over the term of the Contract.

The Successful Bidder shall pay a premium for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such a certificate shall be submitted to the Town with the bond on an annual basis.

The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of North Carolina.

5. EVIDENCE OF INSURANCE

The Contractor (the Successful Bidder who enters into a contract for the services) will indemnify and save harmless the Town, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. The Town will not be responsible for the negligence of the Contractor, or any of its agents, employees, or customers.

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the Town before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability-Property Damage	\$500,000	

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO THE CONTRACT

The Contract shall be deemed as having been awarded when formal notice of award shall have been mailed by the Town to the Successful Bidder by certified mail, return receipt requested.

The Bidder to whom the Contract shall have been awarded will be required to execute two (2) copies of the Contract as may mutually be agreed upon by the Town and the selected Bidder and to furnish insurance certificates, all as required. In case of his refusal or failure to do so within twenty (20) days after his receipt of formal notice of award, the Successful Bidder will be considered to have abandoned all his rights and interests in the award, the Successful Bidder's proposal security may be declared forfeited to the Town as liquidated damages, and the award may then be made to the next best-qualified Bidder or the work re-advertised for Proposals as the Town may elect. Such forfeited security shall be the sole remedy of the Town.

7. POWER OF ATTORNEY

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

8. SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents.

9. CONDITIONS

Each Bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the General Specifications. It is also expected that the Bidder will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document, or to acquaint himself or herself with conditions existing, shall in no way relieve him of any obligations with respect to his Proposal or the Contract. The Town shall make all such documents available to the Bidders.

Except with respect to events or conditions which are not discoverable, the Bidder shall make his own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under the conditions he may encounter or create, without extra cost to the Town.

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

All services shall be provided by the Contractor or employees of the Contractor. No subcontracting will be allowed.

10. ADDENDA AND EXPLANATIONS

Explanations desired by a prospective Bidder shall be requested of the Town in writing, via certified mail no later than fifteen (15) days prior to the "Bid Opening Time" or any authorized postponement thereof, and if explanations are necessary, a reply shall be made in the form of an Addendum, via certified mail. A copy of this Addendum will be forwarded to each Bidder. Every request for such an explanation shall be in writing, addressed to Jerome Chestnut, Town Manager, and P. O. Box 248, Fairmont, NC 28340. Any verbal statements regarding the same by any person at any time shall be non-authoritative and not binding.

Addenda issued to prospective Bidders prior to the "Bid Opening Time" or any authorized postponement thereof shall become a part of the Contract Documents, and all Proposals shall include the terms of the Addenda.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed by certified mail, return receipt requested, to all prospective Bidders (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Proposals.

11. NAMES, ADDRESS, AND LEGAL STATUS OF THE BIDDER

The Proposal must be properly signed in ink and the address of the Bidder must be given. The legal status of the Bidder, whether corporation, partnership, or individual, shall also be stated in the Proposal. A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the State in which it is incorporated. A partnership Bidder shall give full names and addresses of all partners. Partnership and individual Bidders will be required to state in the proposal the names of all persons interested therein. The place of residence of each Bidder, or the office address in the case of a firm or company, with county, state and telephone number, must be given after his signature. If the Bidder is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal.

12. COMPETENCY OF BIDDER

The opening and reading of the Proposal shall not be construed as an acceptance of the Bidder as a qualified, responsible Bidder. **The Town reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications and from other sources.**

The Town will require submission with the Proposal of certified supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified, responsible Bidder. The Bidder will be required to furnish the following information sworn to under oath by him:

- (a) An itemized list of the Bidder's equipment available for use on the Contract.
- (b) A copy of the latest available financial statements of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm of independent certified public accountants.
- (c) Evidence that the Bidder is in good standing under the laws of the State of North Carolina, and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of North Carolina or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- (d) Evidence, in form and substance satisfactory to the Town, that a Bidder who is not an individual has been in existence as a going concern for in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse collection and disposal, and recyclables collection and processing.

13. QUALIFICATIONS OF BIDDER

In the event that the Town shall require additional certified supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified, responsible Bidder, the Bidder may be required to furnish any or all of the following information sworn to under oath by him:

- (a) Evidence that the Bidder is capable of commencing performance as required in the Contract Documents.
- (b) Evidence, in form and substance satisfactory to the Town, that Bidder possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- (c) Such additional information as will satisfy the Town that the Bidder is adequately prepared to fulfill the Contract.

The Bidder may satisfy any or all of the experience and qualifications requirements of this Paragraph by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the parent.

14. DISQUALIFICATION OF BIDDERS

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 Bidder and the rejection of his Proposal:

- (a) Evidence of collusion among Bidders.
- (b) Lack of competency as availed by financial statements, experience or equipment statements.
- (c) Lack of responsibility as shown by past work, judged by workmanship.
- (d) Default on a previous government contract by failure to perform.
- (e) Late submission of Proposal.
- (f) Incomplete Proposal submission.

15. BASIS OF THE PROPOSAL

Proposals with respect to solid waste collection and disposal and recyclable materials collection and processing are solicited on the basis of rates for each type of collection work and for each residential and commercial unit per month. Proposals will be compared on the basis of the summation of the rates proposed, not on any one price group.

16. QUANTITIES

The current quantities for the number of residential and commercial units are strictly estimates. It is the responsibility of the Bidder to survey the Town for use in preparing the proposal. The Bidder may wish to utilize his own or other estimates and to provide for growth or shrinkage factors.

17. COMPLIANCE WITH LAWS

The Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all laws, federal, state, and local. It is agreed and understood that, if the Town calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from and correct such violation.

18. DISCRIMINATION PROHIBITED

The Contractor, in the execution, performance, or attempted performance of this service, shall not discriminate against any person or persons because of sex, race, religion, color, age, disability, familial status, or national origin. The Contractor must be an equal opportunity employer and comply with all federal and state non-discrimination regulations.

19. TERM

The term of service shall be five (5) years, with one (1) negotiated five-year renewal subject to cancellation upon proper notice. Should either the Town or the Contractor elect not to renew and extend the contract for the additional five-year period, notice must be given, by certified mail (return receipt requested), to the other party not less than 180 days prior to the expiration of the first five-year period.

20. REMUNERATION

Bidder shall quote a rate for service per household per month. The Town shall bill these Units and shall pay the Contractor on a monthly basis; such remittance to be received by the Contractor by the 10th of the month following the month service was rendered. The Contractor shall be entitled to payment for all services rendered.

Bidder shall quote rates for commercial services. The Contractor shall bill commercial customers directly.

Bidder shall quote rates for Brown Goods service per pull, monthly rental rate, and disposal.

21. ADJUSTMENTS TO REMUNERATION

Consumer Price Index Adjustments. Base Rate adjustments for changes in the CPI will be based upon the Consumer Price Index for All Urban Consumers (CPI-U) for the South Urban Area (not seasonally adjusted). This will be calculated based on the February published CPI of the then current year. This will be provided to the Town in March of the then current year for budgeting purposes. The initial CPI adjustment will be implemented on each anniversary of the contract.

Additional Adjustments. Contractor shall also be entitled to request an increase in Base Rates from time to time during the term of this Contract, and upon thirty (30) days' written notice to the Town, to reimburse Contractor for increases in costs due to any capital and/or operating expenditures, including taxes, fees and surcharges required or imposed solely by federal, state or municipal law, regulation, rule, permit, or permit condition, that was not imposed directly because of the action or inaction of Contractor.

GENERAL TERMS

1.00 DEFINITIONS:

- 1.1. **Bag or Bags:** Customer supplied plastic sacks, designed to store Garbage with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a Bag and its contents shall not exceed 35 pounds.
- 1.2. **Bulk Waste:** Sofas, chairs, mattresses, box springs, old TV sets and other used furniture items.
- 1.3. **Commercial Unit:** All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non-manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the Town.

- 1.4. **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than three (3) cubic yards of Waste per week.
- 1.5. **Commercial Waste:** All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.
- 1.6. **Commercial Service Provider:** A commercial business enterprise or commercial service provider.
- 1.7. **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- 1.8. **Container:** A receptacle utilized at a Residential Unit or Commercial Hand Collect Unit with a capacity of at least 96 gallons constructed of plastic. The mouth of a container shall have a diameter greater than or equal to that of the base. The total weight of a Container shall not exceed fifty (50) pounds.
- 1.9. **Contract Administrator:** The person, or his designee, designated by the Town to administer and monitor the provisions of this Contract.
- 1.10. **Contractor:** Company performing the service.
- 1.11. **Customer:** The owner or tenant of a Residential Unit, and/or Commercial Unit, as the case may be, located within the Town, and identified by the Town as being eligible for and in need of the services provided by the Contractor under this Contract.
- 1.12. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.13. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.
- 1.14. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- 1.15. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901, *et. seq.*, as amended.

- 1.16. **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the Town.
- 1.17. **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.
- 1.18. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in the Texas Administrative Code, 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on a farm, nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- 1.19. **Recyclable Material:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials, including newsprint, magazines, aluminum beverage cans, steel/tin cans, glass (clear, brown and green), high density polyethylene (HDPE), polyethylene terephthalate (PET) plastic bottles #1 and #2, and household paper products, including junk mail, envelopes, cereal boxes, cardboard, chipboard and telephone books. Recyclable Material is not Solid Waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.20. **Refuse:** Rubbish.
- 1.21. **Residential Unit:** A residential dwelling within the service area of the Town occupied by a person or group of people comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- 1.22. **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.
- 1.23. **Rubbish:** Non-putrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

- 1.24. **Solid Waste:** Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
- (a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation.
 - (b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement.
 - (c) Unacceptable Waste.
- 1.25. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as “Special Waste”.
- 1.26. **Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.27. **Town:** The Town of Fairmont, North Carolina.
- 1.28. **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor’s equipment or facilities, or present a danger to the health or safety of the public or Contractor’s employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.
- 1.29. **Unusual Accumulations:** As to Residential Units, any Waste placed curbside for collection in excess of the volumes permitted by this Contract, and as to Commercial Unit or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service.
- 1.30. **Waste:** All Residential Waste, Commercial Waste, Yard Waste and Bulk Waste to be collected by Contractor pursuant to this Contract. The term “Waste” specifically excludes Unacceptable Waste.

- 1.31. **White Goods:** Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.
- 1.32. **Yard Waste & Loose Leaf:** Any cuttings or trimmings from trees, shrubs, leaves, pine straw or lawns, and similar yard waste and materials. The term "Yard Waste and Loose Leaf" specifically excludes limbs which are greater than four (4) feet in length for six (6) inches in diameter, and specifically excludes debris resulting from services of a Commercial Service Provider.

2.00 TYPES OF COLLECTION

- 2.01 **Bulk Waste Collection:** Contractor shall have the exclusive right to transport and dispose of Bulk Waste.
- 2.02 **Commercial and Industrial:** Contractor shall have the exclusive right to collect and transport Commercial Waste from Commercial Units utilizing Dumpsters requested by such Commercial Unit Customer. The Dumpster shall be in a location reasonably acceptable to the Contractor and Town and in compliance with the Town's ordinances. Commercial Customers must enter into individual contracts with the Contractor, subject to the terms of this Contract. The term of any individual contract between Contractor and Commercial Customers shall not extend past the term of this Contract.
- 2.03 **Residential/Commercial Hand Collection:** Contractor shall collect all Residential Waste generated at a Residential Unit that is placed inside the 96 gallon roll out cart one (1) time per week during the term of this Contract.
- 2.04 **Special Waste:** Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between Contractor and Customer. Contractor shall have the right of first refusal to collect and dispose of Special Waste, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or increased concern for worker safety or environmental protection occasioned by the material. Notwithstanding anything contained in this Contract to the contrary, Contractor agrees to collect and dispose of the Town's wastewater sludge placed in a bin, which shall not be deemed Unacceptable Waste. The Town shall not be required to complete any waste profile sheet ("Profile Sheet") for the sludge. Contractor shall have the right to reject non-conforming wastewater sludge. In addition, Contractor will collect and accept the disposal of Dead Animals, provided such Dead Animals are double bagged prior to placement in the disposal container, which disposal container should be provided by Contractor.
- 2.05 **Storm Debris:** The parties understand and agree that in the event of a hurricane, tornado, storm, natural disaster, or other such event, the cleanup from such events may require additional equipment, additional personnel, or require existing personnel to work overtime hours to clean debris resulting from the event ("Storm Debris"). The collection and disposal of Storm Debris is not included within this Contract, and shall be governed by a separate, written agreement to be negotiated by the parties, containing terms acceptable to both parties, in each party's sole discretion. The Town shall give the Contractor the first right and

opportunity to enter into such negotiations with the Town, and both parties agree to conduct such negotiations in good faith.

- 2.06 **Unacceptable Waste**: Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to the Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.
- 2.07 **Unusual Accumulations Collection**: Contractor shall have no obligation to collect Unusual Accumulations and may charge for the collection of any Unusual Accumulations on a case-by-case basis. Charges for Unusual Accumulations shall be billed by and paid directly to the Contractor.
- 2.08 **Yard Waste Collection**: Contractor shall have the exclusive right to collect and transport Yard Waste from Residential Units. Yard Waste will be collected at the curb loose.

3.00. COLLECTION OPERATION

- 3.01 **Hours of Operation**: Collection of solid waste shall begin no earlier than 7:00 o'clock A.M. and shall generally not extend beyond 6:00 o'clock P.M. No collection shall be made on Sunday.
- 3.02 **Hours of Disposal**: Contractor shall dispose of waste within the operating hours of the disposal site.
- 3.03 **Routes of Collection**: Collection routes shall be established by the Contractor as approved by the Town. The Town shall be provided with route collection maps and container locations.
- 3.04 **Holidays**: The following shall be holidays for purposes of this Contract:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all the above-mentioned holidays by suspension of collection service on the holiday, but the Contractor must meet his obligation as required. **NOTE: Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next regular collection day following the holiday.**

- 3.05 **Complaints**: At a minimum, the Contractor's customer complaint procedure shall provide that customer complaints shall be addressed within 24 hours of receipt of such complaint and shall be promptly resolved. Any missed pickups of residential refuse will be collected the same business day if notice to the Contractor occurs by 2:00 p.m. on the day of complaint and not later than 12:00 p.m. the next business day.

- 3.06 Collection-Equipment: Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak or scatter any waste within the limits of the Town, nor while in route to the disposal site, where such accumulation shall be dumped.

Due to street size variations in the Town, the Contractor will need to provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. The Contractor shall, if necessary, hand-clean all spillage resulting from its collection activities.

All motor vehicles used in the performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number, legible from 150 feet. No advertising shall be permitted on vehicles. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of the Contract. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and a regular preventative maintenance program shall be used. The Town may inspect the Contractor's vehicles at any time to ensure compliance with the Contract, the Town may require that an equipment replacement schedule be submitted to the Town. Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month. Such vehicles shall be washed as often as necessary to keep them in a neat and sanitary condition.

- 3.07 Disposal: The Contractor shall deliver solid waste collected to the Robeson County, North Carolina Landfill.

- 3.08 Spillage: The Contractor shall not be responsible for scattered refuse unless the same has been caused by its acts or those of any of its employees, in which case all scattered refuse shall be picked up immediately by the Contractor. Contractor will not be required to clean up or collect loose refuse or spillage not caused by the acts of its employees but shall report the location of such conditions to the Water Department or the Public Works Director of the Town so that proper notice can be given to the customer at the premises to properly contain refuse. The Contractor shall not be responsible for refuse that can't fit in the legally issued containers. The Contractor shall pick up commercial refuse spillage or excess refuse after the customer reloads the container. In the case of commercial customers, the Contractor shall then be entitled to an extra collection charge for each reloading of a commercial container requiring an extra collection. Should such commercial spillage continue to occur, the Town shall require the commercial customer and Contractor to increase the frequency of collection of the commercial customers refuse or require the customer to utilize a commercial container with a larger capacity, and the Contractor shall be compensated for such additional services.

- 3.09 Vicious Animals: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish refuse collection in any case where the owner or tenants have animals at large, but the Contractor shall immediately notify the Town, in writing, of such condition and of his inability to make collection.

- 3.10 Hazardous Waste: Contractor shall not be obligated to pick up hazardous waste, including refrigeration appliances that have not had CFCs removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvents identified as hazardous by the U.S. Environmental Protection Agency.
- 3.11 Protection from Scattering: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the landfill, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter refuse; however, if refuse is scattered from Contractor's vehicle for any reason, it shall be picked up immediately. Each vehicle shall be equipped with a fork, broom and shovel for this purpose. This provision includes the requirement to clean up or application of an absorbent to properly address liquid leakage that may occur due to trash pickup.

4.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Town and the State.

5.00 INDEMNITY

The Contractor will indemnify and save harmless the Town, its officers, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys fees arising out of a willful or negligent act or omission of the Contractor in the performance of this contract. The Town will not be responsible for the negligence of the Contractor or any of its agents, employees, or customers.

6.00 SOLE REMEDY

The Town's sole remedy for failure to perform or other breach of contract under this Contract shall be payment under the terms of the Performance Bond.

7.00 TRANSFERABILITY OF AGREEMENT

Other than by operation of law, no assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without the express written consent of the Town, which consent shall not be unreasonably withheld; in the assignment, the assignee shall assume the liability of the Contractor.

8.00 OWNERSHIP

Title to Refuse and Dead Animals and Recyclable Materials shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs.

9.00 BILLING

Town shall provide billing and bill collection services for Residential Units during the term of this Contract. Within fifteen (15) days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the Town an invoice setting forth sums due by the Town to Contractor for such services rendered under this Contract to Residential Units for the prior month. The Town shall remit to the Contractor payment for services to Residential Unit Customers within thirty (30) days after receipt of the invoice. All invoices more than sixty (60) days past due shall bear interest at the highest rate permitted by law.

The Contractor shall provide billing and bill collection services for services rendered to Commercial Units. Invoices sent to Commercial Units by Contractor shall be paid within thirty (30) days of receipt.

The Town shall notify the Contractor in writing of any Residential Unit Customer who has failed to pay the Town for waste collection services, and Contractor, upon written direction from Town, shall cease servicing such delinquent Residential Unit until notified by the Town. The Contractor shall have the right to cease servicing any Commercial Unit that is delinquent in payment to Contractor.

The Town shall be entitled to receive as indicated in the successful Bidder's Proposal, a monthly franchise fee (the "Town Franchise Fee") for all services rendered by Contractor, to be paid by Contractor within thirty (30) days after the last day of the month of Contractor's billing for residential services. Contractor shall provide to Town a monthly report indicating the number of Commercial Units serviced during such month.

The successful bidder shall perform a yearly audit to ensure that the number of units billed is accurate. Such an audit shall be made with a Town Employee present to verify the number of containers currently in use. The audit report shall be dated, and counter signed by the Contractor's employee and the Town employee prior to submittal to the Town Manager.

10.00 BOOKS AND RECORDS

The Town and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract, and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice.

11.00 TERMINATION FOR CAUSE

If at any time Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, Town shall notify Contractor by registered or certified mail addressed to Contractor at the address set forth herein of specific reasons in support of Town's claim that Contractor has substantially breached the terms and provisions of this Contract. The Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from Town to remedy any failure to perform. Should the Town deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, after a hearing described herein, Town may terminate this contract and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no later than 10 days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of Town's claim that Contractor has substantially breached the terms and provisions of the Contract. The hearing shall be conducted in public by the Town Council, and the Contractor shall be allowed to be present and shall be given full opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the Town Council makes a finding that Contractor has failed to provide adequate refuse collection service for the Town or has otherwise substantially failed to perform its duties hereunder, the Town Council may terminate this Contract.

12.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the Town, at:

P. O. Box 248, 421 S. Main St.
Fairmont, North Carolina 28340
ATTN: Town Manager

If to the Bidder at:

ATTN: _____
(TITLE)

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

13.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure to perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, Act of God, or other similar or different contingency beyond the reasonable control of Contractor.

14.00 SEVERABILITY

In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of any Contract Document.

**SECTION III:
BIDDER'S PROPOSAL FOR
SOLID WASTE COLLECTION AND DISPOSAL,**

FRANCHISE FEE

Indicate the amount of the monthly Franchise Fee you are willing to include as a part of the bid proposal \$ _____
Please note that the base Franchise Fee shall be no less than one thousand dollars (\$1000) per month.

BASE BID (Residential):

- A. **Manual Solid Waste Collection:** \$ _____
Once per week per cart (96-gallon cart)
(at the curb)

- B. **Yard Waste loose @ curb** \$ _____
Once per week

- C. **Bulk Solid Waste Removal Service:** \$ _____
(monthly rental + haul rate + disposal)

COMMERCIAL RATES:

- D. **Commercial Hand Collection** \$ _____
1 x wk

- E. **Commercial Solid Waste Service:** *Enter Pricing In Table Below*

Front Load Containers Rates

Size/Pickup	<u>1xWeek</u>	<u>2xWeek</u>	<u>3xWeek</u>	<u>4xWeek</u>	<u>5xWeek</u>	<u>6xWeek</u>
2 Cu Yd						
4 Cu Yd						
6 Cu Yd						
8 Cu Yd						

F. No Charge for Services Provided to the Town

The following services will be provided to the Town on a monthly or as-needed basis at **no charge**, see below for details:

1. **Four (4) 4-Cu-Yd dumpsters – located at Little League Ball Field, Brown Street Lift Station, and Town Hall.**
2. **One 8-Cu-Yd dumpster - The Fairmont South Robeson Heritage Center – 207 South Main Street.**
3. **One (1) 6-Cu-Yd dumpster – located at the Fairmont WWTP, Hwy 74, Orrum, NC.**
4. **Six (6) Roll out containers – 4 at the Fairmont Community Park; 2 at Town Hall.**
5. **Service to the six (6) cans located on Main Street.**
6. **Service of the multi-sort recycling bin at Town Hall – Please note that in the event of recycling contamination necessitating alternative disposal, the material must be taken to a certified landfill.**
7. **Special Event Needs – Roll out containers**

THIS PROPOSAL IS SUBMITTED TO THE TOWN OF FAIRMONT FOR RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL / RESIDENTIAL YARD WASTE COLLECTION, RESIDENTIAL BULK WASTE COLLECTION, AND COMMERCIAL WASTE COLLECTION BY:

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____ ZIP _____

AUTHORIZED SIGNATURE

PLEASE PRINT OR TYPE AUTHORIZED SIGNATURE

TITLE

DATE

LEGAL STATUS OF CORPORATION:

_____ INDIVIDUAL; _____ PARTNERSHIP; _____ CORPORATION

_____ JOINT VENTURE

CERTIFIED STATEMENT

I, _____, authorized representative for _____
_____, hereby certify that the following supporting data, as outlined in the Town
of Fairmont's Request for Proposal on Solid Waste, Section 12: COMPETENCY OF
BIDDER, Section (a) through (d) is true and complete and shall be used in determining
whether our company is a qualified, responsible vendor.

Print Name

Signature

Company Name

State of North Carolina
County of _____

Before me, _____, the undersigned authority, on this date
personally appeared _____, known to me to be the
person whose name is subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 2024.

Notary Public, State of North Carolina

My commission expires: _____