

# REQUEST FOR PROPOSAL



**Bid Title:**  
**Town of Duck**  
**Solid Waste and Recycling Collection Services**

**Date of Issue: January 3, 2023**  
**Proposals Due: February 17, 2023**

**Submit to:**  
**Drew Havens**  
**Town Manager**  
**PO Box 8369**  
**1200 Duck Road**  
**Duck, NC 27949**

If you have received this Request for Proposal from a source other than a Town of Duck official, it is the responsibility of the bidder to ensure that all addenda have been received. Bidders should email Drew Havens at [dhavens@townofduck.com](mailto:dhavens@townofduck.com) to ensure that your company is added to the distribution list. However, it is still the responsibility of the bidder to ensure that all addenda are received prior to submitting a bid/proposal.

## 1. REQUEST FOR PROPOSALS

### A. Introduction

The Town of Duck, located in the northern Outer Banks of Dare County, North Carolina, and incorporated in 2002 is a popular tourist destination covering 2.32 square miles of a barrier island. With a year-around population of 750, the town has upwards of 20,000 people living here during the busy summer months.

The Town of Duck, since incorporation, has provided residential curbside solid waste and recycling services and commercial solid waste and recycling services through independent contractors using ninety-six (96) gallon roll-out carts for residential service and dumpsters of various sizes for commercial solid waste and recycling.

Respondents (“Proposers”) to this Request for Proposals (“RFP”) shall submit to the Town of Duck a proposal, which will address the various components as set forth in this RFP. The proposal shall serve as a “fee proposal,” and the Town may select a Proposer to negotiate with and attempt to reach a final agreement (“Contract”) or reject all proposals and re-start the RFP process. The Town is not obligated to enter into a Contract with any Proposer, and if negotiations are not successful with the first Proposer selected by the Town, the Town may then select another Proposer and initiate negotiations with that Proposer. If the Town and a Proposer agree on a Contract, the Proposer will then be deemed the Provider.

### B. Obtaining a Request for Proposal

This RFP is available to all qualified firms that request a copy up to the closing date/hour of submission. Copies of this RFP can be obtained from the Town of Duck, PO Box 8369, 1200 Duck Road, Duck, NC 27949 or by contacting Town Manager Drew Havens at [dhavens@townofduck.com](mailto:dhavens@townofduck.com) or 252-254-5950.

### C. Term of Contract

1. It is the Town’s intent to enter a single, exclusive Contract with a selected Provider to provide collection, transportation, and disposal of residential & commercial solid waste and recycling. This contract will begin October 1, 2023.
2. The Town will consider splitting the Solid Waste and Recycling, so bundled bids and separate bids are needed for each.
3. The fee proposal, as submitted by the Proposer, shall serve as a basis from which negotiations will commence. These negotiations, if required, will determine the final unit price under the Contract for the initial term of the Contract.
4. The Contract shall commence upon the date of execution of the Contract by both parties and be expected to extend for an initial period of five (5) years (“Initial Term”). The Contract shall contain an inflation adjustment provision tied to the US Bureau of Labor Statistics, Consumer Price Index (CPI) All Urban Consumers, subject to an agreed upon annual percentage cap. The Contract shall be renewable for successive two (2) year terms (each a “Renewal Term”) upon the mutual agreement of the parties. Notice of intent to renew shall be made in writing at least ninety (90) days prior to expiration of the Initial Term or a Renewal Term, whichever is applicable. The Town and the selected Provider shall re-confirm or re-negotiate the unit rates prior to any Contract renewal. Any amendment or modification of the Contract shall be null and void, unless it is contained in a writing signed by both parties.

**D. Questions**

All questions regarding this RFP, the services identified herein, or any request for additional data or information must be submitted in writing at least seven days prior to the date the proposals are due. All questions **must** be sent to Town Manager Drew Havens at PO Box 8369, 1200 Duck Road, Duck, NC 27949 or by e-mail to [dhavens@townofduck.com](mailto:dhavens@townofduck.com) or calling 252-254-5950. All questions will be answered in the form of an RFP Addenda list, which will be distributed to all Proposers.

**E. Submission of Proposal**

To receive consideration, an original and two (2) printed copies and one (1) electronic version of the proposal shall be submitted to the Town of Duck **no later than 5:00 pm on Friday February 17, 2023**. Contractors mailing proposal packages should allow delivery time to ensure timely receipt of their proposal. The responsibility for getting the proposal to the Town of Duck Town Manager on or before the specified time and date is solely and strictly the responsibility of the proposing contractor. Proposals may be hand-carried or mailed as noted below. Late submissions will not be considered. The Town of Duck reserves the right to reject any and all bids for any reason or no reason and to accept the bid most favorable to the Town of Duck.

**Solid Waste and Recycling Collection Services  
Drew Havens, Town Manager  
PO Box 8369  
1200 Duck Road  
Duck, NC 27949**

## 2. SCOPE OF SERVICES

The following is from the Town's current Solid Waste and Commercial Recycling Contract:

### A. Collection and Disposal of Residential Solid Waste

1. Each property owner currently owns one, or more, ninety-six (96) gallon trash carts, with wheels and lid that are of a design and color approved by the Town Manager. Each additional cart added during the contract term will be of the same design and color and the cost of same charged to the property owner requesting such additional cart or carts.
2. Contractor shall provide an adequate number of vehicles to collect solid waste in accordance with the Contract. The vehicles shall be properly licensed and shall be operated in compliance with all applicable state, federal, and local laws, regulations, and ordinances. The vehicles shall be manufactured and maintained to conform to the appropriate American National Standard Institute's specifications. Each vehicle shall bear, at a minimum, the name and website or telephone number of the Contractor, which shall be plainly visible on both sides of the vehicle.
3. Contractor shall collect Solid Waste from each Unit in the Town. Collection shall be made twice per week on Monday and Friday from May 1 through September 30 and one time per week on Monday from October 1 through April 30. Detached single-family Unit collection shall be made from the Roadside of the Unit unless otherwise directed.
4. Collection will begin at approximately 6:00 A.M. on collection days but no earlier than 5:00 A.M. and must be completed by 5:00 P.M. The collection schedule may be amended or modified by mutual agreement between the Town and Contractor.
5. The Town Manager shall designate, at the beginning of the contract period, all Units other than single-family dwellings from which Contractor shall collect Solid Waste. Additional Units, other than single-family dwellings constructed in the Town during the contract period shall not be added without authorization from the Town Manager.
6. Town shall notify Contractor of additional single-family Units constructed in the Town during the term of the contract and Contractor shall begin collection of Solid Waste from those additional Units upon notification.
7. Contractor shall provide collection service to three (3) or more Units adjacent to a common private roadway connecting to a State maintained road. The collection shall be approved by the Town Manager and Contractor taking into consideration the availability of a public right-of-way or easement, roadway surface conditions and the availability of turnaround space for the Contractor's equipment.
8. Contractor shall provide collection other than on the Roadside to a physically incapacitated customer who is unable to place a Solid Waste container at the Roadside for collection. The collection shall be approved on a case-by-case basis by the Town Manager and Contractor considering the availability of a public right-of-way or easement to the dwelling Unit, roadway surface conditions and turn around space for Contractor's equipment.
9. There are two scheduled Special Item (Bulk Waste) Collections from the Roadside each year on a day agreed to by the Town Manager and Contractor. These days have traditionally been the Friday immediately following Easter Sunday and the Friday immediately following Columbus Day. Town shall pay Contractor a fixed fee to collect and dispose of special items collected for each Special Item Collection day.
10. Contractor shall repair or replace, free of charge to the Town or Customer, up to 250 ninety-six (96) gallon containers in use by residential property owners. The repair or replacement of these containers shall be on a first-come, first-served basis. Town shall receive requests for repair or replacement of containers and shall contact the designated representative with the request. Town and Contractor shall track the repairs and replacements of the containers so as not to exceed 250 repairs or replacements in each calendar year of this Contract beginning on October 1, 2023. Contractor shall bill the Town for the repair or replacement of carts in excess of 250 in the contract year at a rate established in the contract.

## **B. Collection and Disposal of Residential Recycling**

1. Contractor shall supply 2,253 ninety-six (96) gallon recycling carts, with wheels and lid that are of a design and color approved by the Town Manager. Each additional cart added during the contract term will be of the same design and color.
2. Contractor shall provide an adequate number of vehicles to collect residential recycling in accordance with the Contract. The vehicles shall be properly licensed and shall be operated in compliance with all applicable state, federal, and local laws, regulations, and ordinances. The vehicles shall be manufactured and maintained to conform to the appropriate American National Standard Institute's specifications. Each vehicle shall bear, at a minimum, the name and website or telephone number of the Contractor, which shall be plainly visible on both sides of the vehicle.
3. Contractor will provide the Town with recycling services weekly every Monday from May 1 through October 31 and the first and third Mondays from November 1 through April 30, and additional days as requested and mutually agreed upon by the Town and Contractor which may include, but not be limited to, the Monday after Thanksgiving and the Monday after Christmas.
4. Collection will begin at approximately 6:00 A.M. on collection days but no earlier than 5:00 A.M. and must be completed by 5:00 P.M. The collection schedule may be amended or modified by mutual agreement between the Town and Contractor.
5. Recyclables shall be placed at Roadside and collected by the Contractor on the schedule noted above. Contractor shall take title to the Recyclables upon collection at Roadside.
6. The Contractor may, due to customer error and automated trucks, collect some materials other than the recyclable materials.
7. Contractor shall transport the collected Recyclables to Contractor's Materials Recovery Facility (a recycling processing center), or directly to markets. Contractor may sell the Recyclables materials to whatever market the Contractor deems appropriate for recycling, and the Contractor shall retain full proceeds of such sales. While it is within the discretion of Contractor to determine the market for sale of the collected Recyclables generated within the Town, it is the responsibility of Contractor to remove and dispose of Recyclables in a manner consistent with the intent and effect of recycling. Contractor shall ensure that all collected Recyclables are transported to recycling markets for sale and not disposed of as refuse, provided there is a market for the Recyclables. There shall be no storage of collected Recyclables in the Town. The Town has no responsibility to market or arrange for the sale or other disposition of Recyclables collected by Contractor.
8. Materials collected by the contractor from Town Recycling Carts may include some Residue which is not recyclable by Contractor such as trash, garbage, broken glass and small items less than 2" across or other Residue not specified. Contractor shall take possession of such Residue material upon collection at Roadside and transport it to their Materials Recovery Facility along with Recyclables. From there Residue will be separated from Recyclables, mixed with other Residue from other accounts and taken by Contractor to an efficient incinerating or landfill facility for disposal.
9. The incineration (or tipping) fee for such Residue shall be billed to the Town and shown as a separate invoice item. The rate, per ton, will be set at the outset of the Contract and include a maximum rate to be charged during the term of the Contract. Contractor is responsible for all collection, processing and transportation costs associated with the handling of Residue. If during the course of collecting Town Recyclables, Contractor discovers Residue that is hazardous material or hazardous waste or infectious material or material not permitted by law or characterized as hazardous by US EPA (and such material was collected from Town customers' carts and not due to Residue collected from other customers of Contractor), Contractor should notify Town immediately by telephone requesting instructions and, in the interim, the Contractor shall take all steps necessary for the assessment and containment of the hazardous material or waste in a safe and reasonable manner.
10. Contractor shall keep a record of collection dates, participation rates, total tons collected and estimated weights of materials ("papers/cardboard" and "mixed recyclable") and submit the data along with certified weight receipts to the Town within 15 days of the end of each calendar quarter.

If any other information is necessary to evaluate and measure the Town's compliance with State of North Carolina recycling requirements, the Contractor will provide it within reason.

11. Contractor shall charge a fee per home per month to the Town for the lease of the carts, a fee per home per month for the collection and disposal of Recyclables from May 1 through October 31, and fee per home per month from November 1 through April 30. In the event that a cart is damaged or destroyed, and this damage or destruction is not the fault of the Customer, the Contractor shall repair or replace the cart. The Contractor shall bill Customer directly, at the rate agreed upon in the Contract, for damaged or destroyed carts caused by abuse by the lessee. Additional carts requested will be supplied by the Contractor and an additional charge, as agreed upon in the contract, will be charged to the Town for the rental of the cart plus collection and disposal of the Recyclables. Condominium properties, multi-unit properties, or subdivisions that do not have residential curbside solid waste collection, shall have carts provided at solid waste collection areas in a number agreed upon by the Contractor and the Town. The Town shall be charged the rates specified above per cart per month for the lease of the carts and the collection and disposal of Recyclables.

### **C. Collection and Disposal of Commercial Solid Waste**

1. Contractor shall provide an adequate number of vehicles to collect commercial solid waste in accordance with the Contract. The vehicles shall be properly licensed and shall be operated in compliance with all applicable state, federal, and local laws, regulations, and ordinances. The vehicles shall be manufactured and maintained to conform to the appropriate American National Standard Institute's specifications. Each vehicle shall bear, at a minimum, the name and website or telephone number of the Contractor, which shall be plainly visible on both sides of the vehicle.
2. Contractor shall collect Solid Waste from each commercial Unit in the Town. Collection shall be made three (3) times per week on Monday, Wednesday and Friday from May 1 through October 31 and twice (2) per week on Monday and Friday from November 1 through April 30. The Town Manager shall designate all commercial Units from which Contractor shall collect Solid Waste. Additional commercial Units constructed in the Town during the contract period shall not be added without authorization from the Town Manager. Town shall notify Contractor of additional commercial Units constructed in the Town during the contract period and Contractor shall begin collection of Solid Waste from those additional commercial Units upon notification. The charge for collection and disposal of Solid Waste from commercial Units shall be prorated to reflect the addition of commercial Units during the term of the contract.
3. Collection will begin at approximately 6:00 A.M. on collection days but no earlier than 5:00 A.M and must be completed by 5:00 P.M. The collection schedule may be amended or modified by mutual agreement between the Town and Contractor.
4. Currently, there are the following number of dumpsters being serviced for Commercial Solid Waste:

6	4 yard
12	6 yard
33	8 yard

### **D. Collection and Disposal of Commercial Recyclable Materials**

1. Contractor shall provide an adequate number of vehicles to collect recycling in accordance with the Contract. The vehicles shall be properly licensed and shall be operated in compliance with all applicable state, federal, and local laws, regulations, and ordinances. The vehicles shall be manufactured and maintained to conform to the appropriate American National Standard Institute's specifications. Each vehicle shall bear, at a minimum, the name and website or telephone number of the Contractor, which shall be plainly visible on both sides of the vehicle.
2. Contractor shall collect Recyclable Materials from each commercial Unit, and specified multi-

family complexes in the Town. Collection shall be made twice per week on Tuesdays and Thursdays from May 1 through October 31 and once per week on Tuesdays from November 1 through April 30. The Town Manager shall designate all commercial and multi-family Units from which Contractor shall collect recycling. Additional commercial Units constructed in the Town during the contract period, shall not be added without authorization from the Town Manager. Town shall notify Contractor of commercial Units constructed in the Town during the contract period and Contractor shall begin collecting Recyclable Materials from those additional commercial Units upon notification. The charge for the collection and disposal of Recyclable Materials from commercial Units shall be prorated to reflect the addition of commercial Units during the term of the contract.

3. Collection will begin at approximately 6:00 A.M. on collection days but no earlier than 5:00 A.M and must be completed by 5:00 P.M. The collection schedule may be amended or modified by mutual agreement between the Town and Contractor.
4. Currently, there are the following number of dumpsters being serviced for Commercial Recycling:

2	2 yard
4	4 yard
2	6 yard
19	8 yard

### 3. PROPOSAL FORMAT

The proposal shall include the following:

#### A. Letter of Transmittal

The letter of transmittal accompanying any proposal shall be addressed to the Town of Duck, Town Manager Drew Havens at PO Box 8369, 1200 Duck Road, Duck, NC 27949, and must, at a minimum, contain the following:

1. Identification of the Proposer, including name, address, telephone number, fax number, and e-mail address;
2. Location of the office from which service will be provided, including hours of operation; and
3. The signature of an officer of the Proposer authorized to bind the Proposer.

#### B. Responsiveness to Town's Request

The proposal shall include the Provider's detailed concept for the provision of all services identified herein.

#### C. Provider's Experience

The proposal must include a demonstration of the Provider's knowledge and experience related to the types of services identified in this RFP. This should include a list of similar work and a description of the Provider's general organization and names of key personnel, indicating the depth and quality of experience of such personnel.

A minimum of three references shall be provided, which shall include the following: (1) identification of each reference, (2) a contact person at the reference, and (3) the reference's mailing address, telephone number, and e-mail address. All references shall be from similar work done by the personnel to be involved in providing service under this RFP. The references should be units of government.

#### **D. Project Team**

The Proposal shall include the identification and organization of the team proposed to be assigned to this Contract, including individual job descriptions/responsibilities and the specific areas of responsibility of key personnel, with an emphasis on both breadth of experience and experience on similar work. The same information shall be included for any subcontractors proposed to be involved in any work under this Contract.

#### **E. Conflict of Interest Information**

Information on possible conflicts of interest shall be provided in the proposal. Such information will be considered in deciding on the selection of the Provider to perform the services. Should a conflict of interest arise during preparations for or while undertaking these services, the Provider shall immediately advise the Town of such conflict.

#### **F. Proprietary Information**

Trade secrets of proprietary information submitted by a Proposer, in connection with a procurement transaction shall not be subject to the public disclosure under the NC Public Records Law. However, the Proposer must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. **Each individual page shall be identified in boldface at the top as “CONFIDENTIAL” in a font size of 14 or larger.** Any section of the proposal that is to remain confidential shall also be so marked in boldface on the title page of that section along with each individual page within that section. Cost information and any other public information may not be deemed confidential; therefore, it is requested that only the necessary confidential pages be marked.

#### **G. Fee Proposal**

The fee proposal (Attachment A) shall be completed. The proposal must include all fees or charges that may be levied to the Town in connection with the collection of solid waste and recyclables. The fee proposal shall then become a primary basis from which the **negotiations** will commence if required. The Town's selection of a Provider shall be based upon a qualifications-based analysis in general conformance with the evaluation criteria.

### **4. PROCESSING OF PROPOSALS**

#### **A. Rejection of Proposals**

The Town of Duck reserves the right, after opening the proposals, to reject any or all proposals, or to accept the proposal(s) the Town determines in its sole judgment to be in the best interests of the Town.

#### **B. Time Frame**

The Town expects the Provider to maintain the contracted time frames. Any failure to maintain the time frames established in the Contract shall constitute a breach of the Contract.

#### **C. Town Not Liable for Any Pre-contractual Expenses**

In no event shall the Town be liable for any expenses incurred in the preparation of a Provider's proposal or any other expenses incurred prior to execution of a Contract by both parties. Pre-



contractual expenses include, but are not limited to, the following:

1. Expenses related to preparing and submitting a proposal to the Town;
2. Expenses related to negotiations with the Town, including without limitation negotiation regarding any mailer related to the contract terms, professional fees, and schedule; and
3. Any other expenses incurred by the Provider prior to entering a Contract with the Town.

#### **F. Notification of Successful Proposer(s)**

The Town estimates that it will be no more than twenty-one (21) calendar days between the date on which proposals are due and the date on which the negotiations shall commence with the first selected proposer. In the event that the Town is unable to negotiate a Contract with the first selected Proposer, negotiations will be terminated by the Town, and negotiations will commence with the next Proposer on the list and continue until either a Contract is executed or the Town rejects all proposals.

#### **G. Notification of Unsuccessful Proposers**

The Town shall notify unsuccessful Proposers as soon as possible after execution of a Contract with the successful Proposer(s). It is estimated that the selection process will take ninety (90) days or less.

#### **H. Selection of Provider**

##### 1. Qualifications

The Provider shall be a single firm for each individual service or bundles of services, and must show evidence of its technical capability in the services identified in this RFP. The Provider shall also be knowledgeable concerning all applicable federal, state, and local laws, regulations, and ordinances. Work shall be done in conformance with current professional practices in the State of North Carolina.

##### 2. Criterion for Selection of Provider to Negotiate an Agreement

The Town will analyze the following criterion in selecting a Provider:

- a. Unit Cost
- b. Experience with related programs
- c. References and financial stability
- d. Completeness of the proposal
- e. Ability to meet expected start-up date of the program
- f. Prior Service Record

##### 3. Contracting with Small and Minority Businesses and Women's Business Enterprises

The Town encourages all businesses, including small, minority and women-owned businesses to respond to all Requests for Proposals. In addition, if subcontracts are let, the awarded Contractor must ensure that the necessary affirmative steps are taken:

- a. Place qualified small, minority, and women-owned businesses on solicitations lists;
- b. Assure that such businesses are solicited when they are potential sources;

- c. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
- d. Establish delivery schedules, where requirements permit, which encourage such businesses to respond;
- e. Use service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce.

## 5. **Operations – Holidays and Missed Collections**

### **A. Holidays**

When the regular pick-up falls on a holiday, the pick-up shall be made on the following day, unless otherwise authorized by the Town. *The Provider's Holiday Schedule will be considered for approval by the Town.*

### **B. Missed Collections**

In the event that a regularly scheduled collection is missed and a complaint is received by either the Town or the Provider, a special collection of the solid waste will be required of the Provider within twenty-four (24) hours of receipt of complaint.

In the event of missed pickups due to acts of God, weather, or events outside the control of the Provider, pickup will be made as soon as possible when conditions are safe to continue service.

## 6. **Operations**

### **A. Notices to Customers**

The Provider shall cooperate with the Town to inform all residents and customers about relevant complaint procedures, rate and billing procedures, collection regulations, days and hours of scheduled collection service, and any other relevant notices. In addition, the Provider shall provide the Town with any information the Town requests relative or relevant to the services being provided in the Town.

### **B. Billing and Customer Service**

#### 1. Invoices

The Provider will bill the Town for residential collection monthly. The Town shall make payment of the full amount due under the invoice within thirty (30) days of receipt of an invoice. The initial customer count shall serve as the basis for calculating the invoice for the first month of service under the Contract. The Provider shall maintain a list of addresses (initially provided by the Town,) that have been provided a 96-gallon roll-out carts for service and furnish the Town with the list as updated/revised. The Provider shall verify the information and use the agreed upon monthly total at the time of the invoice as the basis for calculating the amount the Town owes the Provider under the Contract. The Town and Provider shall cooperate in providing the necessary information and billing on a timely basis so that payment may be made. All invoices shall list the number of serviced locations, cost per location, disposal tonnages and disposal fees and recycling tonnages and fees to be paid by the Town.

## 2. Complaint Procedure/Process

The Provider shall employ enough personnel to answer and respond to all complaints from the Town concerning the Provider's service. All complaints shall be promptly investigated within one (1) business day of receipt and resolved as quickly as feasible. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be responded to no later than the following business day. Provider shall always have available competent personnel who shall have authority to represent the Provider.

## 7. Additional Terms and Conditions

1. All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of an agreement, shall be borne entirely and exclusively by the Proposer.
2. All responses, inquiries, or correspondence relating to the RFP will become the property of the Town of Duck when received and will not be returned.
3. The Town of Duck reserves the right to refuse any or all packages received that do not meet the criteria listed above or that are received after the due date and time.
4. The Town of Duck reserves the right to expand the scope of the project with the selected organization based on the results of the initial study.
5. Additional terms and conditions that will become a part of the Contract are included in Attachments A and B to this RFP.

**ATTACHMENT A**  
**Fee Proposal for Solid Waste and Recycling Collection Services**

**FEE PROPOSAL**

Proposed fees must be complete and should include at least collection, transportation, processing fees and containers. Fees not listed in the proposal will not be included in the contract. The fees must be guaranteed for at least twelve (12) months after the Contract execution date. The column for “bundled bid” reflects the charge for the services assuming that all services bid by the submitter are contracted with said submitter. The column for “unbundled” reflects charge assuming that fewer than all the services bid by the submitter are contracted with the submitter.

Name and address of Proposer and Parent Company (if applicable):

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		Bundled	Unbundled
<b>Residential Solid Waste (96 gallon cart)</b>			
May 1 - October 31 (2 collections/week)	\$ / cart / month	\$	\$
Nov 1 - April 30 (1 collection/week)	\$ / cart / month	\$	\$
<b>Residential Recycling (96 gallon cart)</b>			
Cart Lease	\$ / cart / month	\$	\$
May 1 - October 31 (1 collection/week)	\$ / cart / month	\$	\$
Nov 1 - April 30 (1 collection/2 weeks)	\$ / cart / month	\$	\$

		Bundled	Unbundled
<b>Commercial Solid Waste - 4 CY</b>			
May 1 - October 31 (3 collections/week)	\$ / dumpster / week	\$	\$
Nov 1 - April 30 (2 collections/week)	\$ / dumpster / week	\$	\$
<b>Commercial Solid Waste - 6 CY</b>			
May 1 - October 31 (3 collections/week)	\$ / dumpster / week	\$	\$
Nov 1 - April 30 (2 collections/week)	\$ / dumpster / week	\$	\$
<b>Commercial Solid Waste - 8 CY</b>			
May 1 - October 31 (3 collections/week)	\$ / dumpster / week	\$	\$
Nov 1 - April 30 (2 collections/week)	\$ / dumpster / week	\$	\$

		Bundled	Unbundled
<b>Commercial Recycling - 8CY Dumpster</b>			
May 1 - October 31 (2 collections/week)		\$	\$
Nov 1 - April 30 (1 collection/week)		\$	\$
<b>Other</b>			
Cart Repair/Replacement (in excess of 250 per year)	Per Cart	\$	\$
Damaged/Destroyed Cart Charge (per cart - billed to Customer)	Per Cart	\$	\$
Recycling Residue Rate	Per Ton	\$	\$
Bulk Waste Pick-up (2 events per year)	Per event	\$	\$
Inflation Adjustment* - Contract Years 2 - 5	% Cap	%	%

## ATTACHMENT B

### LEGAL TERMS AND CONDITIONS

Upon award and prior to commencement of Services, the selected Provider must agree to a Contract that contains the following terms and conditions:

(a) **Contract.** The binding agreement ("Contract") entered into by the Town and selected Proposer shall consist of this RFP, including its Attachments, the proposal submitted by Proposer not inconsistent with the RFP, and all supplemental, general, or special conditions (collectively, the "Contract Documents"). If there is a conflict between the Proposer's proposal and the terms of the RFP and its Attachments, the terms of this RFP, including its Attachments, shall control and be binding and enforceable against the Proposer.

(b) **Term of Contract.** The initial term of the Contract will be for a period of five (5) years. The parties hereto may, by mutual consent within ninety (90) days of the expiration date of the term, extend the term of the contract for an additional 2 years.

(c) **Proposer's General Duties.** The Proposer shall, without limitation:

- (1) Comply with any and all federal, State, or local laws, ordinances, codes, rules, regulations, guidelines, or orders that now or may in the future become applicable to Proposer or to the Services ("Applicable Laws");
- (2) At all times during the term of this Contract, including any extension(s), procure and maintain all licenses and permits required for the performance of the Services;
- (3) Satisfactorily complete all required annual state inspections;
- (4) Comply fully with all Applicable Laws imposed under or established by the Occupational Safety and Health Act of 1970;
- (5) Be and remain an "Equal Opportunity Employer" and comply with all federal, state, and local affirmative action requirements;
- (6) Follow employment policies that meet the requirements of the Fair Labor Standards Act and comply with all applicable regulations of the U.S. Department of Labor;
- (7) Collect and pay over to any and all federal, state, and/or local taxing authority(ies) all applicable taxes, fees, and assessments in connection with the provision of the Services;
- (8) At all times during the term of this Contract, including any extension(s), provide to Town on a reasonable basis a report describing the Services in such detail as requested by Town from time to time in its sole discretion;
- (9) Furnish all personnel with professional company-provided uniforms.
- (10) Ensure that all personnel wear and/or possess proper identification.
- (11) Demonstrate a viable chain of command and provide points of contact at each level for Town.

- (12) Maintain a quality control program satisfactory to Town.
- (13) Maintain standard operating procedures, which shall include, but not be limited to, defined routines, routes, and inspections;
- (14) Implement written work schedules for the Services;
- (15) Advise the Town whenever an accident occurs during performance of the Services;
- (16) Furnish documentation of compliance by Proposer with the above requirements promptly to Town upon its request, therefore.

(d) **Insurance.** The selected Provider must provide a Certificate of Insurance confirming the minimum coverage and requirements noted below. Proof of this coverage must be included as part of bid package. Certificates must also be furnished for all subcontractors supporting this Contract. The Provider shall provide and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations are performed by the Proposer itself, by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amounts of such insurance must meet or exceed the following amounts:

- (1) Public Liability Insurance in an amount of \$1,000,000 for Bodily Injury/Property.
- (2) Damage to any one person and subject to the same limit for each person, in an amount not less than \$2,000,000 Total Policy Limit or Aggregate.
- (3) Automobile Liability in the amount of \$1,000,000.
- (4) Overall Umbrella liability in the amount of \$2,000,000.
- (5) The Proposer shall provide and maintain during the life of this Contract Worker's Compensation Insurance for all employees employed at the various sites connected with this contract as required by North Carolina law.

The Proposer shall furnish such additional special insurance as may be required by the General Statutes of North Carolina for the services provided. All insurance premiums shall be paid solely by the Proposer. Each Certificate of Insurance shall add "Town of Duck, N.C." as an additional insured on the liability policies. Each Certificate of Insurance shall bear the provision that the policy cannot be canceled, reduced in amount, or coverage eliminated without thirty (30) days written notice of such alteration or cancellation to the Town, sent by registered mail or overnight commercial courier with delivery confirmation.

(e) **Governing Law.** The Contract Documents are made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this contract, its situs and forum, shall be Town of Duck, (Dare County) North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

(f) **Subcontracting.** The Proposer may subcontract performance under the Contract only with the prior written approval of Town.



(g) **General Indemnity.** The Proposer shall hold and save the Town, its officers, agents, and employees harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Proposer in the performance of this Contract that are attributable to the negligence or tortious acts of the Proposer.

(h) **Performance.** The Proposer will perform its services in full compliance with the terms of the Contract Documents.

(i) **Complaints.** The Proposer will implement a complaint response process satisfactory to the Town in accordance with Section VIII.B. above.

(j) **Termination.**

(1) The Town shall have the right to terminate this Contract if the Proposer is in default or breach of its obligations hereunder. If Town determines that Proposer is in default or breach, the Town will give written notice specifying the default or breach. Upon receipt of such notice, the Proposer may correct or cure such default or breach to Town's satisfaction within 15 days of receipt of such notice. If Proposer fails to so correct or cure the default or breach within the allotted time, the Town may terminate the Services immediately without further notice.

(2) This Agreement may be terminated by Proposer, with or without cause, at the end of the initial term or any extension(s) thereof, by giving at least one hundred twenty (120) days advance written notice to Town prior to the expiration of the initial term or any extensions thereof.

(k) **Security for Faithful Performance.** Within ten (10) calendar days after award of the Contract, the Proposer shall furnish an Irrevocable Letter of Credit or performance bond as security (either or both, the "Security") for the faithful performance of this Contract. The Security shall be in the minimum amount of 10% of the contract award. The Security shall be in addition to and not in limitation of any other remedies that the Town may have for default by the Proposer. Premiums for the Security, if any, shall be paid solely by the Proposer. If the Security includes a performance bond, a certificate from the surety showing that the premiums are paid in full shall be provided to the Town. The surety on the performance bond shall be a duly authorized corporate surety authorized to do business in the State of North Carolina. The Security will be used to remediate any such additional cost and burden to the Town. Documents certifying the Provider's ability to provide the above will be included as part of bid package.

(l) **Replacement Services.** If the Proposer is unable or unwilling to perform any of its obligations set forth in the Contract, the Town may procure similar services from other sources and hold the Proposer responsible for any cost occasioned thereby.

(m) **Unavoidable Delays.** If and to the extent that either Proposer or Town's performance of any of its obligations pursuant to this Contract is prevented, hindered or delayed by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions, revolutions, or any other similar cause beyond the reasonable control of such party (each, a "Force Majeure Event"), then the non-performing, hindered, or delayed party shall be excused for such non-performance, hindrance, or delay, as applicable, of those obligations affected by the Force Majeure Event for as long as such Force Majeure Event continues; provided, that such party continues to use

commercially reasonable efforts to re-commence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans, or other means. The party whose performance is prevented, hindered, or delayed by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event and the expected date of re-commencing performance. Notwithstanding the provisions set forth in this paragraph, if the party prevented from performing fails to re-commence performance within fourteen (14) days, the Town may terminate this Contract without penalty effective upon delivery of notice to Proposer.

