

**TOWN OF STANFIELD,
NORTH CAROLINA**

REQUEST FOR PROPOSAL

**COLLECTION AND DISPOSAL
OF RECYCLABLE
MATERIALS**

July 20, 2016

**REQUEST FOR PROPOSALS
for
COLLECTION AND DISPOSAL OF
RECYCLABLE MATERIALS**

**TOWN OF STANFIELD
NORTH CAROLINA**

Town of Stanfield is in the process of seeking proposals for recycling services.

Sealed Proposals are invited and will be received by the Town of Stanfield, North Carolina for the Collection and Disposal of Recyclable Materials.

The defined terms appearing in the General Specifications apply to all Contract Documents. Copies of the Proposal Forms are attached hereto.

Proposals must be made on the Proposal Forms and in accordance with the instructions furnished by the Town Administrator. The office of the Town Administrator will furnish copies of the Contract Documents to prospective proposers.

The Town reserves the right to reject any or all Proposals, and to make an award in any manner, consistent with law, deemed in the best interest of the Town.

INSTRUCTIONS TO PROPOSERS

COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS

1. Receipt and Opening of Proposals

The Town of Stanfield, North Carolina (the "Town") invites and will receive Proposals on the forms attached hereto, all information on which must be appropriately completed. Bid proposals will be received at the Town Hall until 5pm on Friday, July 29, 2016, and publicly opened and read aloud on the following business day. The envelopes containing the Proposals must be sealed, plainly marked "Bid for Collection and Disposal of Recyclable Materials" and addressed

to:
Town of Stanfield
Attention Administrator
PO Box 699
Stanfield, NC 28163

2. Preparation of the Proposal

All Proposals shall be made on the Proposal Form attached hereto and shall give the amount of the proposals for the work on a price per unit basis in both words and figures and must be signed by the Proposer. Additional copies of the Proposal Form may be obtained from the Town. All blank spaces in each proposal form together with appropriate schedules must be completed in full in ink or typewritten, in both words and figures.

Each Proposal, together with appropriate schedules, must be submitted in a sealed envelope bearing on the outside the name of the Proposer, its address, and plainly marked "Bid for Collection and Disposal of Recyclable Materials". If forwarding by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. If forwarding by email, send all documents and related attachments to bwhelms@bellsouth.net. The Town may consider as irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may reject any and all such Proposals.

If a unit price already entered by the Proposer on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price bid entered above or below it, and initialed by the Proposer in ink.

Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified above shall not be considered.

3. Proposal Security and Evidence of Insurance

Should the Town accept the Proposal, the Proposer shall have ten calendar days to furnish the required performance bond after receiving notification from the Towns that such bid was accepted.

Each Proposal must also be accompanied by a Certificate of Insurance evidencing the coverages set forth in Section 10.00 of the General Specifications.

4. Liquidated Damages for Failure to Enter Into the Contract

The Contract shall be deemed as having been awarded effective upon the vote or resolution of the Town Council and formal notice of such award shall be mailed by the Town to the Proposer by certified mail, return receipt requested.

The Proposer to whom the contract shall have been awarded will be required to execute four (4) copies of the Contract on the form attached hereto (or such form as may mutually be agreed upon by the Towns and the selected Proposer) and to furnish insurance certificates, all as required. In case of the Proposer's refusal or failure to do so within thirty (30) days after its receipt of formal notice of award, Proposer will be considered to have abandoned all rights and interests in the award, and Proposer's proposal security may be declared forfeited to the Towns as liquidated damages and the award may then be made to the next best qualified Proposer or the work re-advertised for Proposals as the Town may elect.

5. Name, Address and Legal Status of the Proposer

The Proposal must be properly signed in ink and the address of the Proposer given. The legal status of the Proposer, 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 Proposer shall give full names of all partners. Partnership and Individual Proposer will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Proposer, or the office address in the case of a firm or company, with county and state and telephone number, must be given after the Proposer's signature.

If the Proposer is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Proposal.

Anyone signing a Proposal as an agent of another or others must submit with his Proposal legal evidence of his authority to do so.

6. Competency of Proposer

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

The Town shall require submission with the Proposal of the following supporting data regarding the qualifications of the Proposer in order to determine whether it is a qualified, responsible Proposer. Proposer will be required to furnish the following information on paper or by email:

- a) A copy of the latest available audited financial statement of the Proposer (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) audited by a firm of independent certified public accountants acceptable to the Towns.
- b) Evidence that the Proposer 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 Proposer 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.

- c) Evidence in form and substance satisfactory to the Town, that Proposer has been in existence as a going concern in excess of five (5) years and possesses not less than five (5) years actual operating experience as a going concern in refuse and recyclable collection and disposal.
- d) References from three (3) customers. References provided should be municipal references when possible and should be of municipalities that have or had the range of services being requested in this Contract. A name, title, telephone number and address shall be provided for each reference supplied.

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

- a) Evidence that the Proposer is capable of commencing performance as required in the Contract Documents.
- b) Evidence, in form and substance satisfactory to Towns, that the Proposer possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
- c) Evidence, in form and substance satisfactory to Towns, that Proposer's experience as a going concern in refuse collection and disposal derives from operations of comparable size to that contemplated by the Contract Documents.
- d) Such additional information as will satisfy the towns that the Proposer is adequately prepared to fulfill the Contract.

7. Basis of Proposals and Quantities

Proposals for collection and disposal of recyclable materials are solicited on the basis of the monthly rate for each Residential Unit collected one (1) time every other week (bi-weekly). The rate as written out in words in the Proposal shall govern and any errors found will be corrected.

The Town's number of Units to be initially serviced under the Contract is 610.

8. Addenda and Explanations

Explanations desired by a prospective Proposer shall be requested of the Town in writing no later than seven (7) days prior to the date fixed for the submission and opening of proposals. If explanations are necessary, a reply shall be made in the form of an addendum, a copy of which will be forwarded to each Proposer. Every request for such explanation shall be in writing

addressed to the Town Administrator. Any verbal statements regarding same by any person prior to the award shall be unauthoritative and not binding.

Addenda issued to Proposers prior to date of receipt of proposals shall become a part of the Contract Documents, and all proposals shall include the work described in the addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of proposals will be given consideration.

9. 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.

10. Conditions

Each Proposer shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proposers shall thoroughly examine and be familiar with the specifications. It is expected that the Proposers will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or to acquaint itself with existing conditions, shall in no way relieve it of any obligations with respect to its Proposal or to the Contract. The Towns shall make all such documents available to the Proposers.

The Proposer shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the Town.

The Proposer'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, as those laws, ordinances, rules and regulations may exist at the effective date of said Contract and as they may be amended. Such shall be deemed to be included in the Contract as though written out in full in the Contract.

11. Proposer's Certification

By submission of the Proposal, the Proposer certifies that the Proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal; that the Proposer has not solicited or induced any person, firm, or corporation to refrain from bidding; and that the Proposer has not sought by collusion or otherwise to obtain any advantage over any other Proposer or over the Towns.

12. Award of Contract

The Town reserves the right to reject any or all Proposals. In particular, any alteration, erasure or interlineation of the Contract Documents and of the Proposal may subject the Proposal to rejection by the Towns. The award of a Contract, if made, shall be to the Proposer whose Proposal furthers the best interests of the Towns, notwithstanding price. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Proposer under consideration. Award of a Contract shall be made by the Town Council.

13. Disqualification of Proposers

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 Proposer and the rejection of its Proposal:

- a) Evidence of collusion among Proposers.
- b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors.
- c) Lack of responsibility as shown by past work, judged from the stand point of workmanship as submitted.
- d) Non-appropriation of Funds as required by North Carolina General Statutes.

TOWN OF STANFIELD, NORTH CAROLINA

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, personally appeared before me, the undersigned, a Notary Public, for and in the County and State aforesaid, and made oath that the Offeror herein, his agents, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein, or to fix any overhead, profit, or cost element of said bid price of affiant, or of that of any other proposer directly or indirectly, and that all statements on said proposal or bid are true.

Authorized Signature for Offeror

Title

Please print name and address

Subscribed and sworn to before me this ____ day of _____, 20____.

Notary Public

My commission expires: _____

CONTRACTOR'S PROPOSAL
for
COLLECTION AND DISPOSAL OF
RECYCLABLE MATERIALS
Five (5) Year Term

To: The Council of the Town of Stanfield, North Carolina

Proposal of

The undersigned having carefully read and considered the terms and conditions of the Contract Documents for Recycle Collection Services for the Town of Stanfield, North Carolina, does hereby offer to perform such services on behalf of the Town, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the Contract of Documents for a five year term at the rates (expressed in words and figures) hereinafter set forth:

Description of Services

Price in Figures and Words
for 610 Residential and Light Commercial Units

Bi-weekly collection and disposal of recyclable materials.

\$_____ per unit/per month

(price in words)

Telephone _____

Principal Office Address _____

COLLECTION AND DISPOSAL OF RECYCLABLE MATERIALS

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1. Definitions

CONTRACT DOCUMENTS – The Request for Proposals, instructions to Proposers, Contractor's Proposal, General Specifications, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the Towns and the contractor.

CONTRACTOR – The person, corporation or partnership performing solid waste collection services under contract with the Towns.

DISPOSAL SITE – A refuse depository including but not limited to sanitary landfills, transfer stations and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse for processing or final disposal.

LANDFILL – A legally permitted landfill. Copies of permit documentation must be provided verifying the legality of such landfill. This language is not intended to preclude the utilization of transfer stations.

RECYCLABLE MATERIALS – Newspapers (with inserts), glass (clear, green and brown color), aluminum, bi-metal, ferrous and steel cans, HDPE (milk and detergent containers only), PET type plastic containers (soda bottles only), corrugated cardboard, and mixed paper products (e.g., mail, magazines, catalogs, etc.) The items to be recycled may be changed upon mutual agreement by the Towns and the Contractor as based upon current market conditions for such goods.

RECYCLING CONTAINER – A 64 or 96 gallon container with wheels designed for use by residential and light commercial units for storage and removal of recyclable materials.

RESIDENTIAL UNITS – An occupied dwelling (whether a single family home or a multi-family unit) containing ten (10) or less units within the corporate limits of the Towns requiring curbside collection. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

2. Scope of Work

The work under this Contract shall consist of items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

3. Types of Collection and Disposal

- 3.1 Residential and Light Commercial Recyclable Materials (Curbside bi-weekly)
Contractor will collect recyclable materials from a recycling container one time every other week on a schedule, which will reduce the Town's total solid waste volume by diverting these materials from disposal in a sanitary landfill. The recyclable materials will be placed in the container unsorted. When improper materials are co-mingled with the proper materials, the Contractor shall collect the proper material and leave the improper materials with an explanatory note on a form approved by the Towns.

The Town shall provide one 64 or 96 gallon Container on wheels for Recyclable Materials to each unit (included in the rate set forth in Contractor's Proposal).

This pick-up should be on the same day as regular garbage pick-up of the week for each location.

- 3.2 Location of Carts for Collection – All recyclables shall be placed inside the roll out cart provided by the town for collection. The cart shall be placed curbside for collection (including alleys). Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Cart, Bag and Bundle not so placed.

4. Operation

- 4.1 Area to be Served – Any contract awarded will cover all of the area within the present corporate limits and any areas annexed during the period of the contract. Currently, the Town contains approximately 610 units and an estimated population of 1,500 persons.
- 4.2 Hours of Operation – Collection of all items contained in this Contract shall not start before 6:30 am or continue after 7:00 pm on the same day. Exceptions to collection hours shall be effected upon the mutual agreement of the Towns and Contractor.
- 4.3 Routes of Collection – Collection routes shall be established by the Contractor subject to the Town Administrator's approval. Contractor shall submit a map designating the collection routes to the Town Administrator for approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to Town for approval changes in routes, timing and direction of routes, or days of collection, which approval shall not be unreasonably withheld. Upon Town's approval of the proposed changes, the Contractor shall promptly give written or published notice to the affected Residential Units.
- 4.4 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

The Contractor may decide to observe any or all of the above referenced holidays by suspension of service on the holiday, but such suspension in no manner relieves the Contractor of his obligation to provide once weekly collection of Garbage, Household Trash, and Recyclable Materials. To compensate for the holidays observed, the work schedule shall either be moved back one or two days or forward one or two days depending on which day of the week the holiday occurs, so that every scheduled service location receives its normal level of service during the week. The Contractor shall give notice of its holiday schedule to the Town Administrator at least 10 days prior to the holiday, and to the general public by newspaper and the Town's website.

- 4.5 Complaints – All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within 24 hours after the complaint is received. A full and complete list of all complaints and their disposition received by the Contractor will be submitted monthly to the Town, with each billing to the Town by the Contractor. These reports may be in an email format if all parties agree.
- 4.6 Collection Equipment – The Contractor shall provide an adequate number of vehicles in good mechanical condition for regular collection services. All equipment shall meet state and federal emissions standards at all times. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Contractor shall be responsible for obtaining backup equipment when needed to ensure the timely performance of this Contract. Each vehicle shall have clearly visible on each side the vehicle number along with the identity and telephone number of the Contractor.
- 4.7 Phones – The Contractor shall maintain sufficient telephones and shall have a responsible person in charge from 8:00 am to 5:00 pm on regular collection days. The Contractor shall also provide a phone number where the Contractor may be contacted at all other times. The phone number of the contractor's supervisor of operations must be supplied to the Town.
- 4.8 Hauling – All Refuse hauled by the Contractor shall be so contained, tied or enclosed so that leaking, spilling or blowing are prevented. The Contractor shall exercise care to prevent littering and scattering of waste, and shall immediately clean up and remove spilled waste.
- 4.9 Disposal – The Contractor shall be responsible for all costs associated with the disposal of solid waste materials collected under the contract. The Contractor shall be responsible for all costs associated with the disposal of Recyclable Materials collected under the contract. The Contractor shall retain any income associated with the selling of the disposal items.
- 4.10 Post Collection Handling of Recycling Materials – The Contractor shall be responsible for sorting, handling, processing, storage and marketing of recyclable materials. The Contractor shall ensure that the materials collected are recycled for re-use and resale, and shall prevent the material from being deposited in any landfill.

- 4.11 Record Keeping and Reporting of Recyclable Materials – The Contractor shall maintain records on the weight of materials collected by type. These records shall be furnished to the Town on an annual basis. Monthly and year-to-date information shall be include in the report.
- 4.12 Educational Literature – Educational literature on the recycling program shall be supplied to the residences by the Contractor at the initiation of the Contract period and annually thereafter during the term of the contract.
- 4.13 Point of Contact – All dealings, contacts, etc., between the Contractor and the Town shall be directed to the Contractor and Town Administrator.

5. Compliance With Laws

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the Town on the subject. In the event that the collection of any Refuse, or the disposal of Refuse at a sanitary landfill shall become restricted or prohibited by any applicable law, rule or regulation, such item of Refuse shall be eliminated from this Contract.

6. Non-discrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin. Any complaints of discrimination must be fully investigated by Contractor's management and if involving a recipient of service, the report must be provided to the Town.

7. Indemnity

The Contractor shall indemnify the Town against any claims, actions, or suits, including court cost and reasonable attorneys' fees, to the extent caused by (a) the Contractor's negligent or willful misconduct in providing the services herein required, or (b) the Contractor's negligence or willful misconduct in the operation of its equipment in connection with the performance of the services herein required. Upon obtaining knowledge of any matter giving rise to possible indemnification, the Town shall notify the Contractor immediately. The contractor shall have the right to defend or contest any such claim or demand in the name of the Town. The Town shall provide cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand in good faith, no amount shall be deemed to be due hereunder unless the Town has been required by order of any court to pay any sum arising from the subject matter of the suit.

8. 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.

9. Term

The Contract shall be for a five (5) year period estimated to begin on a mutually agreed upon date, and ending June 30, 2021, inclusive.

10. Insurance

The Contractor shall at all times during the contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the provisions of Section 7.00, and shall file such certificates on an annual basis with the Town. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000 each occurrence
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$2,500,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,500,000 aggregate
Automobile Bodily Injury And Property Damage Liability	\$500,000 each person \$1,000,000 each occurrence \$2,500,000 aggregate
Excess Umbrella Liability	\$5,000,000 each occurrence

The above coverages may be provided by the Contractor's parent corporation.

11. Basis and Method of Payment

11.1 Payment – For collection services required to be performed pursuant to Section 3.1, the Contractor shall charge the Town the rates as fixed by the Contract Documents, and shall submit to the Town on or before the tenth working day of each month any invoice of the services provided. Towns shall remit payment to Contractor within ten working days after receipt of invoice.

11.2 Modification to Rates

a) The Total amounts payable by the Town to the Contractor stated herein may be changed on each anniversary date of this Agreement to reflect changes in the cost of operations, as reflected in fluctuations in the Consumer Price Index, up to 5%. For years in which annual increases in the Consumer Price Index exceed 5%, the contract shall be increased by 75% of the CPI or 5% whichever is greater. No increase shall exceed ninety percent (90%) of said CPI change.

The Consumer Price Index referenced herein shall be to the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) (CPI0W) as published by the Bureau of Labor Statistics, U.S. Department of Labor, 1967=100 (CPI). The Consumer Price Index adjustment will be in accordance with the 12-month period preceding the first day of April each year.

b) Landfill Expense: In addition to the foregoing, the fees which may be charged by the Contractor may, from time to time be increased or decreased, as the case may be, to reflect increases or decreases in Contractor's costs of operation in the event that Refuse must be transported to an alternate disposal site.

c) Regulations Changes: In the event that Federal, State or other governmental agencies create ordinances, rules or regulations that affect the services required by the Contractor, or in the event of any changes in required equipment or technology or otherwise, the Towns and the Contractor shall negotiate a resolution to assure prompt compliance withal required changes. The Towns and the Contractor shall increase or decrease the compensation under this Contract in an amount equal to any increase or decrease in the cost of providing service arising from changes described in this paragraph.

d) Fuel Surcharge Adjustments: Fuel Surcharge Adjustments shall be determined jointly by the Towns and the Contractor in the event that the cost of fuel increases above \$3.50 per gallon.

12. Storm and Other Disasters

The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or other Act of God or any other event over which Contractor has no control. In the event of such a flood, hurricane or other Act or event, the Towns shall grant the Contractor variances in routes and schedules as may be deemed necessary by Contractor and agreed to by the Towns. In addition, the Towns and the Contractor shall negotiate the amounts to be paid to Contractor for services to be performed as a result of increased volumes resulting from such Act or event.

13. Transferability of Contract

This Contract shall not be assigned in whole or in part by the Contractor without the express written consent of the Town. Further, an assignment of this Contract shall not release the Contractor from liability of its obligations and duties stated herein unless agreed to in writing by the Town.

14. Ownership

Title to Refuse that Contractor has agreed to accept shall pass to the Contractor when placed in Contractor's collection vehicle, removed by contractor from a Cart, or removed by Contractor from the Residential Unit, whichever occurs first.

15. Representation of Towns

The Contractor is responsible for the collection of all residential solid waste in the Town as described in this Agreement, and shall serve as the Town's representative for this service. Contractor shall endeavor at all times to represent the Town to the best of its ability and to exercise due care and diligence in the performance of its duties.

16. Solid Waste Management Act Data Submission Requirements

The Contractor shall be required to provide to the Town all data requests deemed necessary by the Town in compliance with the reporting requirements of the Solid Waste Management Act of 1989 (SB 111), as amended, or any other federal or state law or regulation. The Contractor is expected to be thoroughly familiar with the reporting requirements stipulated in said acts.

17. Contractor's Personnel

The Contractor will assign a qualified person or persons to be in charge of the operations contracted for and agrees that the information regarding experience shall be furnished to the Town upon request. The contractor's employees shall carry valid operator's licenses for the types of vehicles they are driving. The wages of all employees of the Contractor shall equal or exceed the minimum hourly wages established by law, and no person shall be denied employment by the Contractor for reasons of race, creed, religion, sex, or national origin. No Contractor personnel shall use alcohol or unlawful drugs while providing service under this Contract.

18. Customer Service Requirements

The Contractor shall provide high quality customer service, and shall:

- a) Treat all customers with dignity and respect
- b) Treat customer's property with respect
- c) Answer questions, comments and complaints from customers in a timely manner
- d) Replace the lid to carts, leave carts and containers upright and out of the street and driveway, and will not block access to mailboxes
- e) Leave a note to the customer indicating problems with recycling materials or other items that cannot be picked up
- f) Immediately clean up leaks or spills and pick up any trash or recyclable materials dropped by the Contractor

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2016, by and between the Town of Stanfield, North Carolina (hereafter called the "Town"), and _____ (hereafter called "Contractor"), a corporation licensed and operating under the laws of the State of North Carolina.

WITNESSETH

WHEREAS, the Contractor did on the _____ day of _____, 2016, submit a Proposal to provide Collection and Disposal of Recyclable Materials within the Towns and to perform such work as may be incidental thereto.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The Contractor is hereby granted the non-exclusive franchise, license and privilege within the territorial jurisdiction of the Town and shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide Residential Solid Waste Collection and Disposal services as specified and to perform all of the work called for and described in the Contract Documents.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
 - a) The Request for Proposals
 - b) The Instructions to Proposers
 - c) The Contractor's Bid
 - d) The General Specifications
 - e) The resolution of the Town ordering or authorizing the work and services contemplated herein
 - f) This instrument
 - g) Any addenda or changes to the foregoing documents agreed to by the parties hereto
3. All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendments shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.

4. This Contract is entered into subject to the following conditions:

- a) The Contractor shall procure and keep in full force and effect throughout the term of this Contract all of the insurance policies specified in, and required by, the Contract Documents.
- b) Neither the Contractor nor the Town shall be liable for the failure to perform their duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, accident, Act of God or other similar or different contingency beyond the reasonable control of the Contractor or the Towns.
- c) 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 reformed in accordance with the 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 the Contract Documents.

IN WITNESS WHEREOF, we, the contracting parties by our duly authorized agents, hereto affix our signatures and seals as of this _____ day of _____, 2016.

Town of Stanfield _____
Mayor

Seal

Town Clerk

By _____
Contractor

Title _____