

**REQUEST FOR PROPOSALS FOR COLLECTION AND DISPOSAL OF
RESIDENTIAL SOLID WASTE AND
RECYCLABLE MATERIALS**

Sealed Proposals are invited and will be received by the City of Belmont, North Carolina, for the curbside Collection and Disposal of Residential Solid Waste and Recyclable Materials for the City of Belmont. Alternate proposals are also invited and will be received for the Collection and Disposal of Residential Yard Debris, Leaves, and Bulk Waste.

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 Instructions to Bidders furnished by the office of the City Manager. The office of the City Manager will furnish copies of the Contract Documents to prospective bidders.

Proposals must be delivered to and be on file with the office of the City Clerk on or before 12 p.m. on Friday, January 22, 2021 at which time they will be publicly opened and read. The envelope containing the Proposal must be sealed and plainly marked "Proposal for Collection and Disposal of Residential Solid Waste and Recyclable Materials."

A mandatory pre-proposal conference will be held at 10:00 a.m. on Thursday, January 14 2021 at the Belmont CityWorks, 1401 E Catawba St, Belmont, NC. The conference will also be held virtually, and a link will be provided to interested parties. Proposals will not be accepted from any prospective Bidder absent from this pre-proposal meeting.

The selected Bidder will be awarded the Contract through action of the City Council approving and adopting the Contract Documents, providing for its enforcement and penalties as provided by law.

A bid bond or certified check must accompany the Proposal, in accordance with the Instructions to Bidders.

The City 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 City.

Questions or concerns may be sent to Public Works Director Bill Carroll at bcarroll@cityofbelmont.org.

**COLLECTION AND DISPOSAL OF RESIDENTIAL
SOLID WASTE AND RECYCLABLE MATERIALS
INSTRUCTIONS TO BIDDERS**

A. Receipt and Opening of Bids

The City of Belmont, North Carolina (the "City") 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 office of the City Clerk until and publicly opened and read aloud on the aforesaid date. The envelopes containing the Proposals must be sealed and addressed to the City Manager, P.O. Box 431, Belmont, NC 28012 and plainly marked "Bid for Collection and Disposal of Residential Solid Waste and Recyclable Materials."

If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed as specified in the Proposal. The City may consider as irregular any Proposal not prepared and submitted in accordance with the provisions hereof and may reject any and all such Proposals.

B. Preparation of the Bid

All Proposals shall be made on the Contractor's Proposal form attached hereto and shall give the amount of the bid submitted on each Schedule on a monthly unit price basis in both words and figures and must be signed by an authorized representative of the Bidder. Additional copies of the Contractor's Proposal form may be obtained from the City. All blank spaces for each Schedule on which the Bidder is submitting a proposal must be completed in full in ink or typewritten, in both words and figures. Although Schedules I and II are considered mandatory, the City will accept proposals for only Schedules III, IV, V, and VI (Optional Services) if a Bidder receives prior approval from the City. Otherwise, Bidders must submit proposals for Schedules I and II.

If a unit price already entered by the Bidder on the Contractor's 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 Bidder 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.

C. Proposal Security and Evidence Of Insurance

Each Proposal *must* be accompanied by a bid bond or certified check of the Bidder, drawn on a national bank of the United States, in an amount equal to five percent (5%) of the annual Contract amount, as a guarantee on the part of the Bidder that it 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 City and the selected Bidder), to do the work covered by

such Proposal and at the rates stated therein and to furnish a corporate surety for its faithful and entire fulfillment.

Should the City not accept the Proposal, the bid bond or certified check deposited herewith will be returned to the Bidder. Should the City accept the Proposal, the Bidder shall have ten calendar days to furnish the required performance bond after receiving notification from the City that such bid was accepted. The bid bond or certified check deposited herewith will be returned to the undersigned when the performance bond is received.

Each Proposal must also be accompanied by a Certificate of Insurance evidencing the coverage amounts as set forth in the General Specifications.

D. Liquidated Damages for Failure to Enter into the Contract

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

The Bidder 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 City and the selected Bidder) and to furnish insurance certificates, all as required. In case of the Bidder's refusal or failure to do so within thirty (30) days after its receipt of formal notice of award, Bidder will be considered to have abandoned all rights and interests in the award, and Bidder's proposal security will be declared forfeited to the City as liquidated damages. The contract award may then be made to the next best qualified Bidder or the work may be readvertised for Proposals as the City may elect.

E. Security for Performance

The Proposal shall be accompanied by a letter from a corporate surety satisfactory to the City stating that the Performance Bond will be furnished by it to the person submitting the Proposal in the event it 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 the 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 the amount indicated in the General Specifications. The form of the bond is appended hereto as Addendum A.

The Bidder shall pay the premium for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

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

F. 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.

G. Name, Address and Legal Status of the Bidder

The Proposal must be properly signed in ink and the address of the Bidder 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 and state and telephone number, must be given after the Bidder's 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.

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

H. 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 City reserves the right to determine the competence and responsibility of a Bidder from its knowledge of the Bidder's qualifications or from other sources.

The City shall require submission with the Proposal of the following supporting data regarding the qualifications of the Bidder in order to determine whether it is, in the City's judgment, a qualified, responsible Bidder. The Bidder will be required to furnish the following information:

1. A copy of the latest available certified financial statement of the Bidder (or its parent corporation if individual subsidiary or division financial statements are not prepared and generally available) certified by a firm of independent certified public accountants acceptable to the City. In subsequent Contract years, the Contractor shall furnish a copy of the most recent certified financial statement prior to the Contract anniversary date.

2. 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 by the start of the contract term if its proposal is accepted.
3. Evidence in a manner satisfactory to the City that Bidder 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 (cumulative or consecutive) as a going concern in refuse collection and disposal. Also, evidence that Bidder has not less than three (3) years actual operating experience (cumulative or consecutive) as a going concern in recyclable materials collection or has experience by contractually arranging for recyclable materials collection of not less than three (3) years.

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

1. Evidence in a manner satisfactory to the City that the Bidder is capable of commencing performance as required in the Contract Documents.
2. Evidence in a manner satisfactory to the City that the Bidder possesses the managerial and financial capacities to perform all phases of the work called for in the Contract Documents.
3. Evidence in a manner satisfactory to the City that the Bidder's experience in refuse and recyclables collection and disposal derives from operations of comparable size to that contemplated by the Contract Documents.
4. Such additional information as may be determined by the City is necessary to demonstrate that the Bidder is adequately prepared to fulfill the Contract.

I. Quantities

The City estimates that the approximate number of Residential Units to be initially served under the Contract is six thousand, five hundred (6,500). The City makes no representation as to the reliability of its estimate for the total number of Units. For bidding purposes, Unit Price per month computations for Residential Units shall be based upon such estimate with an actual audit of all Units served, which shall include a list of all individual addresses served, to be completed by the selected Bidder prior to the initiation of service. Prior to the Contract starting date, a team consisting of City and Contractor employees shall confirm the number of collection Units, including qualifying Units authorized for backyard collection service, with any disputes being settled by the City. The City will notify the Contractor in writing of the final number of Units no later than ten (10) working days after verification is completed.

Subsequent changes in the number of Units, either through changes within the current Contract Area or annexation, shall be approved by the City no more often than on a

quarterly basis. For billing purposes, the number of accounts (the number of customers served) will be adjusted quarterly as determined by verified service additions and deletions. Quarterly adjustments shall be made effective on October 1, January 1, March 1, and July 1 of each Contract year as applicable.

For purposes of this Contract, the term Residential Units shall also include small commercial firms whose weekly garbage disposal needs do not exceed the capacity of a 96-gallon roll-out container, which shall be the provided collection device for all customers to be served.

J. Curbside Containers

The successful bidder will provide each Residential Unit with one (1) 96-gallon rollout plastic cart on wheels with plastic lid for refuse and one (1) 96-gallon rollout plastic cart on wheels with plastic lid for recyclable materials. The successful bidder will be responsible for initially providing all new carts as specified at every service address and for providing new carts to new Units as added. Refuse and recycling carts will be of different colors. Prior to their purchase, the carts shall be approved by the City in regard to durability, color, and size. The maintenance and upkeep of these carts shall be the responsibility of the successful Bidder for the life of the five-year contract. Maintenance shall include repair of wheels, axles, lids, and the replacement of damaged or broken carts.

K. Addenda and Explanations

Requests for explanations may be made in writing or communicated via email at bcarroll@cityofbelmont.org. Any response to explanations will be made available to all Bidders and considered an Addenda to the proposal.

L. 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.

M. Conditions

Each Bidder shall fully acquaint itself 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 Specifications. It is expected that Bidders will obtain information concerning the conditions at locations that may affect its work. The Bidder shall make its own determination as to the 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 City.

The failure or omission of any Bidder 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 City shall make all such documents available to the Bidder.

The Bidder's attention is directed to the fact that all applicable State and Federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract as those laws, ordinances, rules and regulations may exist at the effective date of said Contract and as they may be amended during its term. Such shall be deemed to be included in the Contract as though written out in full in the Contract.

N. Educational and Promotional Program

The Bidder, as part of its Proposal, shall completely and thoroughly describe the educational and promotional programs for recycling that it shall provide at the Bidder's expense. Bidder shall also include samples of promotional materials, educational curricula for local schools, schedule of events prior to Contract start date, and programs for community involvement. The Bidder shall evidence other locations where these programs have been successful or, if the program is new, describe how that program will benefit the City's recycling efforts.

O. Transition

Since no interruption of solid waste services is permissible, service transition from the current provider to a new Contractor, if applicable, must be coordinated and executed on or prior to the Contract start date as appropriate. This transition includes the removal of existing carts and bins, and the replacement with new carts. To that end, the selected Bidder shall provide a written transition plan, including a timetable, no later than March 19, 2021, which shall be approved by the City.

P. Bidder's Certification

By submission of the Proposal, the Bidder 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 Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Proposal; that the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and that the Bidder has not sought by collusion or otherwise to obtain any advantage over any other Bidder or over the City.

Q. Award of Contract

The City reserves the right to reject any or all Proposals. Alteration, erasure, or interlineations of any of the Contract Documents subject the Proposal to rejection by the City. The award of a Contract, if made, shall be made to the Bidder whose Proposal furthers the best interests of the City. No award shall be made until all necessary

investigations have been made to determine the eligibility and responsibility of the Bidder under consideration. Award of the Contract shall be made by formal action of the Belmont City Council.

S. Post-Award Conference

The City will schedule a post-award conference after award of the Contract. The selected Contractor shall attend this conference along with the prospective job superintendent and any anticipated major subcontractors. At this conference, a proposed implementation schedule shall be submitted to the City along with an Emergency Plan detailing those actions that the Contractor will take to deal with emergency situations related to weather, natural disaster, or other similar events that would require a deviation from normal operating procedures. The Emergency Plan must also include customer notification procedures.

The Contractor shall provide at least two (2) local telephone numbers which may be used to contact the Contractor or his authorized representative both during and after normal business hours such that a responsible contact person is available to the City at all times.

A. General Specifications:

The following specifications shall apply to all solid waste collections. Specifications unique to Schedules I-VI are listed separately.

Scope of Work: The work under the awarded Contract shall consist of the items contained in the Proposal, including all supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents. It should be further noted that the refuse collection service will be required on specified days of the week, said days to be determined by the City in consultation with the Contractor.

The work under the awarded Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different acts of God over which the Contractor has no control. In the event of such a flood, hurricane or other acts of God, the Contractor and the City will negotiate the payment to be made to the Contractor, if the Contractor and the City agree that such increased volume is to be handled by the Contractor. Further, if the City and the Contractor reach such agreement, then the City shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

The area to be served under the Contract shall cover all of the area within the present corporate limits of the City of Belmont (the current Contract Area) and any additional areas annexed by the City during the period of the Contract.

The City reserves the right to award the optional schedules to different Contractors.

Hours of Operation: Collection of solid waste shall not start before 7:00 a.m. or continue after 7:00 p.m. of the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor. In an emergency, the Contractor may request authorization from the City to work beyond 7:00 p.m.

Routes of Collection: Collection routes have been established by City and are enclosed with the contract documents in the form of a five-day Trash Pickup Routes map. The Contractor may from time to time propose changes to the routes or days of collection. Upon the City's approval of the proposed change, the Contractor shall promptly give written or published notice to the affected service locations.

Holidays: During the term of the Contract, the Contractor shall notify the City by the 15th of December each year of the holidays to be observed during the ensuing calendar year. For the initial year of the Contract term, that notification shall be provided by June 15, 2021. Routes are expected to be run on other than the designated holidays. To compensate for each of the observed holidays, the work

schedule during the week in which the holiday occurs shall be moved forward one day so that every scheduled service location receives its normal level of service during the week.

Complaints: The City, when possible, will serve as the first point of contact for citizen complaints. Dedicated City employees will field citizen calls, emails, etc. and promptly forward them to the Contractor for processing. Any complaints received by the Contractor directly from citizens shall be promptly handled by the Contractor without involvement of the City. The Contractor shall be equipped with a local telephone number and qualified attendants as may be necessary to process complaints and service requests or to receive instructions and directions from the City during the hours of 8 AM to 5:00 PM each and every working day during the term of the Contract and any extension thereafter. Facilities shall also be made available for the electronic filing of complaints under the same conditions.

All complaints shall be resolved within twenty-four (24) hours from the time that they are received by the Contractor. The Contractor shall maintain forms or logs indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. The City may require the Contractor to make personal supervisory contact to resolve a service complaint.

The Contractor will furnish to the City on a monthly basis a report of the complaints received during the preceding month and the resolution of these complaints. This report shall be submitted monthly to the City with each billing.

New Customers: The City will receive requests for service for additional service locations not initially included in the Contract. The City will investigate all requests for service and will make the determination of eligibility for service and thereupon notify the Contractor. The Contractor will be required to add this location to its route immediately. Should any new service request be received by the Contractor, it shall be forwarded to the City for verification prior to the initiation of service. A listing shall be provided by the Contractor of all service additions added during a preceding quarter at the time that an invoice is submitted incorporating those additions. For billing purposes, the number of accounts (the number of customers served) will be adjusted quarterly as determined by verified service additions and deletions. Quarterly adjustments shall be made effective on October 1, January 1, March 1, and July 1 of each Contract year as applicable.

Roll-out carts are to be provided to new service locations within 24 hours following notification by the City. A mutually agreed to number of roll-out carts may be stored at City facilities for City staff to deliver in most instances. Any roll-out carts delivered by City staff will be noted and addresses will be forwarded to the Contractor monthly..

Municipal Service Locations: Included as part of this Contract, Contractor shall provide weekly garbage and bi-weekly recycling collection services to the City facilities identified in Addendum B, which notes the number of containers to be provided at each location. There will be no charge for the services to be provided for the identified City facilities.

Hauling: All solid waste hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling, or blowing are prevented. The Contractor shall immediately clean up any leaking, spilled or blown items, particularly hydraulic fluid and petroleum products. Any such leaks or spills shall be immediately reported to the City.

Notification: The City shall notify citizens of complaint procedures, regulations, and days for scheduled solid waste collection by the start of the Contract period.

Compliance with Laws: The Contractor shall conduct operations under the Contract in compliance with all applicable laws, provided, however, that the general specifications of the Contract shall govern the obligations of the Contractor where there exists conflict with ordinances of the City on the subject. Equipment utilized shall comply with all axle weight restrictions.

Licenses and Taxes: The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and pay all applicable taxes required by the City or the State of North Carolina.

Indemnity: Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees from and against any and all Court actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney fees to the extent resulting from willful misconduct or negligent acts or omissions of the Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys, fees arising out of the award of this Contract for willful misconduct or negligent acts or omissions of the City, its officers, agents, servants and employees.

Grant or Right: The Contractor shall be the only person or organization authorized by the City to provide residential solid waste collection and disposal services within the City of Belmont provided and paid for by the City, unless otherwise provided for by this agreement. It is the understanding and intention of the parties hereto that this agreement shall not constitute a franchise but a Contract for the collection and disposal of solid waste collected under the Contract within the corporate limits of the City of Belmont, North Carolina.

The City may annex areas in the future. At the City's discretion, these areas may or may not be added to the list of residences that require solid waste collection and disposal services.

Insurance: The Contractor shall at all times during the Contract maintain in full force and effect employers' liability, workers' compensation, public liability and property damage insurance, including Contractual liability. All insurance shall be by insurers and for policy limits acceptable to the City and, before commencement of work thereunder and each new Contract year thereafter, the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City 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 that 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 holders."

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

<u>Coverage</u>	<u>Limits of Liability</u>
Workers' compensation	Statutory
Employers' Liability	\$5,000,000
Bodily Injury Liability Except Automobile	\$5,000,000 each occurrence
Property Damage Liability Except Auto	\$5,000,000 each aggregate
Automobile Bodily Injury Liability	\$5,000,000 each person
	\$5,000,000 each occurrence
Automobile Property Damage Liability	\$5,000,000 each occurrence
Excess Umbrella Liability	\$10,000,000 each occurrence

The Contractor agrees to furnish proof of existence of said policies to the City prior to the effective date of the Contract. The City shall be included as an additional insured on the aforementioned policies.

As an alternative to the above, the Contractor may insure the above public liability and property coverage under a certificate of self-insurance, issued by the Commissioner or Motor Vehicles, equal to the foregoing limits of liability.

Performance Bond: To ensure the faithful performance of the Contract by the Contractor according to the terms as provided, the Contractor will be required to furnish a corporate surety bond in an amount equal to 100% of the total annualized Contract amount for the scope of work included in the Contract

documents. The Contractor shall pay all premiums chargeable for the bond(s) described above. A certificate from the surety showing that bond premiums have been paid in full shall accompany the bond. The bond shall be valid and non-cancelable for the period of the contract and shall be renewed annually upon Contract extension. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of North Carolina.

Contract Duration: The Contract term shall be five (5) years beginning on July 1, 2021 and ending on June 30, 2026. The Contract may be terminated at the end of the Contract term unless the City and Contractor have mutually agreed upon an extension no later than four (4) months prior to the expiration date. All subsequent Contract extensions, if any, shall be in increments of one (1) year.

Contract Termination: Should the City determine, in its sole discretion, that the level and quality of service being provided by the Contractor is inadequate, written notice of that fact shall be provided to the Contractor by the City. Should the Contractor fail to correct the deficiency to the satisfaction of the City within thirty (30) days after mailing of written notice or delivery of same to Contractor's local representative, the City may, in that event, cancel the Contract by providing three (3) months' notice of such termination.

In addition, if the Contractor should fail to provide service hereunder for a period of seven (7) consecutive working days, regardless of reason, the City may, at its option, immediately and with notice to the Contractor, provide the collection service for which the Contractor is responsible. Should such an event occur, Contractor expressly agrees to deliver to the City all motor vehicles and other equipment being used by it in the performance of the Contract so that the City might use said equipment to provide said service for a period not to exceed four (4) months. If the failure to provide service that led to termination should be wholly without fault on the part of the Contractor, then, in that event, the City would pay a reasonable rental value for the use of the Contractor's equipment during the period in which it is used by the City. If the failure to provide service is due to the fault of the Contractor, the City may terminate the Contract.

Furthermore, the City shall be allowed to make demand for its damages under the terms and provisions of the Performance Bond and, further, may pursue whatever alternative legal and equitable remedies are available under the laws of the United States and the State of North Carolina.

Finally, the Contract may be terminated at any time by mutual agreement of the City and Contractor.

Modification to Rates: The Contractor shall provide and perform all of the work specified herein for the amount indicated in the Proposal for the duration of the Contract. It is expressly understood that payment provided by the City in

accordance with the Proposal costs shall constitute full and complete payment to the Contractor for all services provided by the Contractor as specified.

In the second and subsequent years of the Contract, the rates charged by the Contractor may be adjusted to reflect changes in the Consumer Price Index (CPI) during the preceding twelve (12) months. For the purposes of this Contract, CPI shall mean the Consumer Price Index for All Urban Consumers (CPI-U) as published by the U. S. Department of Labor, Bureau of Labor Statistics. No such increase shall exceed ninety percent (90%) of said CPI change, with the determination to be based on the change in the annual CPI figure released in April of the year in which the calculation is being made. An initial rate adjustment, if appropriate, shall take effect on the first anniversary of the Contract's starting date (July 1, 2021), and any successive rate adjustments shall take effect on the succeeding Contract anniversary dates throughout the Contract term.

Similarly, in the event of a decrease in the applicable CPI rate from the preceding year, the City shall be entitled to review Contractor's records for that period to determine if Contractor's costs likewise decreased, so as to justify a decrease in the rate, provided, however, that any such decrease may only be applied against a previous CPI increase, and the rates shall not fall below those listed in the Proposal.

The Contractor may petition the City for additional rate adjustments at reasonable times on the basis of unusual charges in its cost of operations, resulting from revised laws, ordinances, or other major factors beyond the Contractor's and the City's control.

Fuel Surcharge: Contractor may request, in writing to the City, a fuel adjustment increase (surcharge), and the City may not withhold any approval unreasonably. The fuel surcharge request shall not exceed one-half percent (0.5%) of each monthly invoice amount for every twenty cent (20¢) increase in diesel fuel cost as determined by the US Department of Energy's Weekly Retail on Highway Diesel Prices for the Lower Atlantic ("DOE Price") over the base rate of 2.53 per gallon, which surcharge shall be adjusted quarterly based on the three-month average price of diesel fuel on the first Monday prior to the end of each month of the quarter (or first business day thereafter if any such Monday is a federal holiday). The fuel surcharge shall be billed under a separate line item in the Contractor's invoice each month based on the previous quarter's average price.

In the event a fuel surcharge is granted and there is a subsequent decrease in fuel costs, the City shall be entitled to a decrease in any fuel adjustment costs previously granted. Documentation of any surcharges shall be submitted to the City at its request.

Delinquent and Closed Accounts: The Contractor shall discontinue solid waste collection service at any Unit as set forth in a written notice sent to it by the City.

Upon further notification by the City, the Contractor shall resume collection on the next regularly scheduled collection day. The City shall indemnify and hold Contractor harmless from any claims, suits, damages, liabilities, or expenses resulting from the Contractors' discontinuing service at any location at the direction of the City.

City Payment For Services: The City will pay the Contractor for services rendered days following the receipt of the billing for the prior month. Such payment shall be based on the attached Rate Schedules or any subsequent rate adjustments.

The City will pay the Contractor for Schedule I-VI services as applicable based on the number of accounts established through the initial audit of all units served, which is to be conducted by the Contractor prior to the initiation of service and the Rate Schedule. The City shall revise the number of accounts on a quarterly basis as based on verified service additions and deletions during that quarter. The audit of units served is to be updated by the Contractor in June of each subsequent year following the initiation of service and verified by the City. This shall be accomplished through submission to the City of a revised list of all individual addresses served.

Transferability of Contract: No assignment of the Contract or rights accruing under this Contract shall be made in whole or in part by the Contractor without express written consent of the City. In the event of an assignment, the assignee shall assume the full and complete liability of the Contractor.

Ownership: Title to refuse shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a container, or removed by the Contractor from the residential unit, whichever last occurs.

Contractor Provided Containers: Contractor provided containers will be maintained in good working condition. Containers shall have a close-fitting lid, smooth-rolling wheels, securely fastened handles, and no holes or large cracks.

Solid Waste Management Act Data Submission Requirements: The Contractor shall be required to provide to the City all requested data that is deemed necessary by the City 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.

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 City upon request. The Contractor's employees shall carry valid operator's licenses for the type of vehicle 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.

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. Respond to complaint and comments in a timely manner.
- d. Replace the lid to containers, leave 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 dropped by the Contractor.

B. Schedule I. Specifications: Trash and Garbage.

In addition to the General Specifications, the following shall apply to Schedule I:

Scope of Work: The Contractor shall provide collection of residential garbage and trash once per week on a regularly scheduled day or days that shall be determined by the City in consultation with the Contractor.

Curbside Collection: The Contractor shall collect garbage and trash from Contractor-owned roll-out containers placed at the curbside (or at the street right-of-way in the absence of curbs) of the customer. An adjustment of the collection point may be required for townhouse subdivisions based on alleyway configurations.

The rollout containers will be of 96-gallon capacity and will be furnished by the Contractor and distributed to all customers. Any occasional overflow that is bagged or bundled and placed on top of or adjacent to the roll-out container must also be collected.

Customers shall consist of all Residential Units to be served by the 96-gallon container. Additional carts shall be made available upon request and will billed accordingly.

Special Accommodation: Aged, feeble or handicapped customers for whom it would be impractical or difficult to transport the container to the curbside shall be served from their rear yard or where their containers are generally kept, provided the City shall provide a written list of such customers to the Contractor on a quarterly basis.

Disposal: Disposal shall be at any legally permitted landfill operated by Gaston County or at a landfill either owned and operated by the Contractor or available through contract to the Contractor. Copies of permit documentation must be provided verifying the legality of any Contractor-owned landfill.

The Contractor shall be responsible for all costs associated with the disposal of solid waste materials collected under Schedule I.

Reporting: The Contractor shall prepare a monthly written report, to be submitted with the monthly billing, noting the quantity of refuse collected and disposed of, number of units served, and other information as may be requested by the City.

C. Schedule II. Specifications: Recyclable Materials.

In addition to the General Specifications, the following shall apply to Schedule II:

Scope of Service: The Contractor shall provide bi-weekly curbside collection of certain recyclable materials described herein, which will reduce the City's total solid waste volume by diverting these materials from disposal in a sanitary landfill.

Recyclable Materials: The Contractor shall collect newspapers (with inserts), glass bottles and jars of all colors, aluminum cans, steel/tin cans, plastics #1-5 and 7, milk and juice cartons, spiral paper cans, dry cardboard, and mixed paper products (e.g. mail, magazines, catalogs, telephone books, gift wrapping, etc.). The items to be recycled may be changed only upon mutual agreement by the City and the Contractor.

Curbside Collection: The Contractor shall collect the materials bi-weekly on a day or days determined by the City in consultation with the Contractor. The Contractor shall collect unsorted recyclable materials from Contractor-owned roll-out containers placed at the curbside (or at the street right-of-way in the absence of curbs) of the customer. An adjustment of the collection point may be required for townhouse subdivisions based on alleyway configurations.

The rollout containers will be of 96-gallon capacity and will be furnished by the Contractor and distributed to the customers. Customers shall consist of all Residential Units to be served by the 96-gallon container. Additional carts shall be made available upon request and will be billed accordingly.

Special Accommodation: Aged, feeble or handicapped customers for whom it would be impractical or difficult to transport the container to the curbside shall be served from their rear yard or where their containers are generally kept, provided the City shall provide a written list of such customers to the Contractor on a quarterly basis.

Post Collection Handling: The Contractor shall be responsible for sorting, handling, processing, storage, and marketing of the recyclable materials. The Contractor shall ensure that the materials collected are recycled for reuse and resale and shall prevent the material from being deposited in any landfill.

Disposal: The Contractor shall be responsible for all costs associated with the disposal of materials collected under Schedule II. The Contractor shall retain any income associated with the sale of the disposal items.

Record Keeping And Reporting: In addition to the reporting requirements indicated in the General Specifications for the collection of recyclable materials, the Contractor shall maintain records on the weight of materials collected by type.

The Contractor shall also maintain records on the set-out rate (percentage of eligible households that put out a container on each collection day), and shall furnish an accurate estimate of the participation rate (percentage of eligible households that set out a container at least once per month). These records shall be furnished to the City on a monthly basis. Monthly and year-to-date information shall be included in each report. The Contractor shall ensure that the information provided to the City is accurate and reflects only materials collected under the Contract.

Educational Literature: Educational literature on the recycling program shall be supplied to the residences by the Contractor at the initiation of the Contract period. The Contractor shall also supply such literature annually to all customers during the term of the Contract. The delivery method and material must be approved by the City.

OPTIONAL SERVICES

D. Schedule III. Specifications: Yard Debris.

In addition to the General Specifications, the following shall apply to Schedule III:

Scope of Work: The Contractor shall provide collection of residential yard debris bi-weekly on a regularly scheduled day or days that shall be determined by the City in consultation with the Contractor.

Curbside Collection: The Contractor shall collect yard debris placed at the curbside (or at the street right-of-way in the absence of curbs) of the customer. An adjustment of the collection point may be required for townhouse subdivisions based on alleyway configurations.

The material to be collected shall consist of tree branches cut to no longer than six (6) feet in length and six (6) inches in diameter. Piles of yard waste should not exceed four cubic feet.

Disposal: Disposal shall be at any legally permitted landfill operated by Gaston County or at a landfill either owned and operated by the Contractor or available through contract to the Contractor. Copies of permit documentation must be provided verifying the legality of any Contractor-owned landfill.

The Contractor shall be responsible for all costs associated with the disposal of solid waste materials collected under Schedule III.

Reporting: The Contractor shall prepare a monthly written report, to be submitted with the monthly billing, noting the quantity of yard waste collected and disposed of, number of units served, and other information as may be requested by the City.

E. Schedule IV. Specifications: Leaves.

In addition to the General Specifications, the following shall apply to Schedule IV:

ALTERNATE 1.

Scope of Work: The Contractor shall provide collection of residential leaves bi-weekly on a regularly scheduled day or days that shall be determined by the City in consultation with the Contractor.

Curbside Collection: The Contractor shall collect leaves placed at the curbside (or at the street right-of-way in the absence of curbs) of the customer. An adjustment of the collection point may be required for townhouse subdivisions based on alleyway configurations.

Leaves must be placed at the curb in either clear bags or bags left open for inspection. Leaves are to be collected during the same week as yard waste through the months of October-March.

Disposal: Disposal shall be at any legally permitted landfill operated by Gaston County or at a landfill either owned and operated by the Contractor or available through contract to the Contractor. Copies of permit documentation must be provided verifying the legality of any Contractor-owned landfill.

The Contractor shall be responsible for all costs associated with the disposal of solid waste materials collected under Schedule IV.

Reporting: The Contractor shall prepare a monthly written report, to be submitted with the monthly billing, noting the quantity leaves collected and disposed of, number of units served, and other information as may be requested by the City.

ALTERNATE 2.

All specifications are the same as found in Alternate 1 except that leaves are to be collected loose at the curbside by vacuum equipment.

F. Schedule V. Specifications: Bulk Waste.

In addition to the General Specifications, the following shall apply to Schedule V:

Scope of Work: The Contractor shall provide collection of residential bulk waste quarterly during a week predetermined by the City in consultation with the Contractor.

Curbside Collection: The Contractor shall collect bulk waste placed at the curbside (or at the street right-of-way in the absence of curbs) of the customer. An adjustment of the collection point may be required for townhouse subdivisions based on alleyway configurations.

The material to be collected shall consist of items that are too large to be collected as part of the regular weekly roll-out garbage collection process (e.g furniture, mattresses, etc.). This shall not include the collection of appliances, hazardous material or construction debris.

Disposal: Disposal shall be at any legally permitted landfill operated by Gaston County or at a landfill either owned and operated by the Contractor or available through contract to the Contractor. Copies of permit documentation must be provided verifying the legality of any Contractor-owned landfill.

The Contractor shall be responsible for all costs associated with the disposal of solid waste materials collected under Schedule V.

Reporting: The Contractor shall prepare a monthly written report, to be submitted with the monthly billing, noting the quantity of bulk waste collected and disposed of, number of units served, and other information as may be requested by the City.

G. Schedule VI. Specifications: Portable Restrooms.

In addition to the General Specifications, the following shall apply to Schedule VI:

Scope of Work: The Contractor shall provide the transport and weekly service of 7 portable restrooms at City parks and facilities on a regularly scheduled day or days that shall be determined by the City in consultation with the Contractor. The Contractor shall also transport and service roughly 20 portable restrooms during public events when deemed necessary by the City.

Service: The Contractor shall service the portable restrooms at City Parks or Facilities at their designated location determined by the City in consultation with the Contractor.

Portable restrooms used during public events shall be serviced at the completion of the event or at the determination of the City with consultation from the Contractor.

Disposal: Disposal shall be at any legally permitted landfill operated by Gaston County or at a landfill either owned and operated by the Contractor or available through contract to the Contractor. Copies of permit documentation must be provided verifying the legality of any Contractor-owned landfill.

The Contractor shall be responsible for all costs associated with the disposal of waste materials collected under Schedule VI.

Reporting: The Contractor shall prepare a monthly written report, to be submitted with the monthly billing, noting the number of units served, and other information as may be requested by the City.

**CONTRACTOR'S PROPOSAL
FOR THE COLLECTION AND DISPOSAL OF
RESIDENTIAL SOLID WASTE AND
RECYCLABLE MATERIALS**

TO: The City Council of the City of Belmont, North Carolina

PROPOSAL of _____, a corporation duly organized under the laws of the State of North Carolina.

The undersigned, having carefully read and considered the terms and conditions of the Contract Documents for the Collection and Disposal of Residential Solid Waste and Recyclable Materials for the City of Belmont, North Carolina, does hereby offer to perform such services on behalf of the City, 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 Documents at the rates (expressed in both words and figures) as hereinafter set forth:

SCHEDULE I: SOLID WASTE

DESCRIPTION OF SERVICES	UNIT PRICE PER MONTH
Once weekly collection and disposal of Residential Solid Waste per specifications	\$ _____

SCHEDULE II: RECYCLABLE MATERIALS

DESCRIPTION OF SERVICES	UNIT PRICE PER MONTH
Once bi-weekly collection and disposal of Residential Recyclable Materials per specifications	\$ _____

OPTIONAL SERVICES

SCHEDULE III: YARD DEBRIS

DESCRIPTION OF SERVICES	UNIT PRICE PER MONTH
Once bi-weekly collection and disposal of Residential Yard Debris.	\$ _____

SCHEDULE IV: LEAVES

ALTERNATE 1.

DESCRIPTION OF SERVICES	UNIT PRICE PER MONTH
Once bi-weekly collection and disposal of bagged leaves.	\$ _____

ALTERNATE 2.

DESCRIPTION OF SERVICES	UNIT PRICE PER MONTH
Once bi-weekly collection and disposal of leaves using leaf vacuum equipment.	\$ _____

SCHEDULE V: BULK WASTE

DESCRIPTION OF SERVICES	PRICE PER QUARTER
Once Quarterly collection and disposal of Residential Bulk Waste.	\$ _____

SCHEDULE VI: PORTABLE RESTROOMS

DESCRIPTION OF SERVICES

UNIT PRICE PER MONTH

Once weekly collection and disposal
of City Park Portable Restroom Units.

\$ _____

UNIT PRICE PER EVENT

The collection and disposal
of Portable Restroom Units for
public events

\$ _____

Bidder

By: _____
Name and Title

Address: _____

Telephone: (____) _____

ADDENDUM A

Model Payment and Performance Bond NC Statute 44A-33

A performance bond form containing the following provisions shall comply with this Article: the date of bond is executed; the name of the principal; the name of the surety; the name of the contracting body; the amount of the bond; the contract number; and the following conditions:

“KNOW ALL MEN BY THESE PRESENTS, That we, the PRINCIPAL AND SURETY above named, are held and firmly bound unto the above named contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our severally, firmly by these presents.

“THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting Body, numbered as shown above and hereto attached:

“NOW THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

“IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body”

Appropriate places for execution by the surety and principal shall be provided.

A payment bond form containing the following provisions shall comply with this Article: the date the bond is executed; the name of the principal; the name of the surety; the name of the contracting body; the contract number; and the following conditions:

“KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

“CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the Contracting body, numbered as shown above and hereto attached:

“NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made,

notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise, to remain in full force and virtue.

“IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.”

Appropriate places for execution by the surety and principal shall be provided.
(1973, c. 1194, s. 1.)

ADDENDUM B

City Dumpsters and Carts Provided at No Cost

Police Department: 1, 8-yard garbage dumpster

CityWorks Facility: 1, 8-yard recycling dumpster
3, 30-yard roll off garbage dumpsters






Wastewater Plant: 1, 8-yard garbage dumpster

Various Facilities: 20, 96-gallon garbage carts
20, 96-gallon recycling carts



**CITY OF BELMONT
NORTH CAROLINA**

TRASH ROUTES

	MONDAY
	TUESDAY
	WEDNESDAY
	THURSDAY
	FRIDAY

