

CITY OF CONCORD SOLID WASTE SERVICES PROPOSAL REQUEST FOR BULK CONTAINER SERVICE AT CITY FACILITIES AND QUALIFIED CONDOMINIUMS

The City of Concord is requesting proposals for the provision of bulk container solid waste collection, removal and disposal from designated City facilities as well as qualified condominium and townhome developments within the City of Concord municipal limits. Said proposals shall include the provision of all trucks, trailers, equipment, personnel, land facilities and permits necessary to provide the collection, removal, and disposal services herein described.

Proposing contractors shall carefully examine all forms, documents, specifications, and Exhibits related to this Request including but not limited to:

Exhibit A: Exhibit A is the Scope of Service connected with this Request. Table A-1 will be completed after a Contractor is selected, and will summarize the information and pricing by Container Size, Service Frequency, and Unit Costs.

Exhibit B: Exhibit B is the Bid Tabulation Sheet and presents the current collection service locations, including container size and collection frequency schedule.

Exhibit C: Exhibit C is the List of References which shall be completed and submitted by the proposing contractor. Proposing contractors shall provide no more than 10 references of the most recently awarded and serviced (but not necessarily completed) jobs performed in North Carolina in the last 5 years. The proposing contractor may supplement the list of North Carolina jobs with comparable jobs in South Carolina, Georgia, or Tennessee.

Exhibit D: The proposing contractor shall complete an E-Verify Affidavit. Without said Affidavit on file, the City is unable to request a purchase order.

Exhibit E: The proposing contractor shall submit vendor information forms as well as W-9 forms. Without this information on file, the City is unable to request a purchase order.

Exhibit F: The proposing contractor shall submit a Certificate of Insurance Form that complies with the listed requirements and provides or exceeds the minimum coverage limits presented in Section 7 Insurance. All boxes shall be checked and the City listed as an additional insured, exactly as shown in the EXAMPLE included in Exhibit F.

This is an informal bid and will not include a formal bid opening. Your signed bid, may be submitted to the Purchasing Manager by fax, email, mail, or hand-delivered to the physical address below before 4:00 PM on WEDNESDAY, MAY 25, 2022.

By submitting a quote pursuant to this Request, the proposing contractor affirms that he/she can and will furnish the materials, labor, equipment, and services called for by this Request or as shall be amended in the future based upon unit prices listed.

The City of Concord reserves the following rights and options:

1. To reject any or all quotes, or any portion thereof;
2. To reject any and all proposals without cause;
3. To waive irregularities in any proposal;
4. To enter into negotiations with any proposer, or multiple proposers, or the City's existing contractor for collection services;
5. To visit the operations center and observe maintenance capabilities, number of vehicles and condition of fleet;
6. To issue subsequent requests for new proposals.

Selection criteria shall include but not necessarily be limited to:

1. Price;
2. Comments from references or others regarding performance and service delivery;

All pricing is FOB City of Concord Operations Center at address below:

Physical Address

Mailing Address

Ryan LeClear, Purchasing Manager
635 Alfred Brown Jr Court SW
Concord, NC 28025

City of Concord Purchasing
PO Box 308
Concord, NC 28026-0308

Telephone: 704-920-5447

Attn: Ryan LeClear

Email: leclearr@concordnc.gov

Any questions regarding this request should be directed in writing to Ryan LeClear, Purchasing Manager.

SERVICE CONTRACT FOR BULK CONTAINER COLLECTION

This contract is made and entered into as of the ___ day of _____, 20 ____, by the City of CONCORD (“City”) and _____ (“Contractor”), () a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of _____.

Sec. 1. Background and Purpose. The City of Concord desires an agreement with _____ to provide bulk container solid waste collection at designated City facilities and qualified condominium and townhome developments located within the Concord City limits (“Source Locations”) at the charges set forth in Sec. 4. The City of Concord provides these services using contract services.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide all trucks, trailers, equipment, personnel, land facilities and permits necessary to provide bulk waste collection and disposal services at the Source Locations at the charges set forth either in Section 4 or in Exhibit “A”. In this contract, “services” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse to issue payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as provided in either this paragraph or in Exhibit “A”. Any additional services needed beyond regularly scheduled services may require additional charges. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or authorized by a duly approved amendment or change order signed by the City.

a. **Contractor Payments:** The City shall pay the Contractor for services provided in accordance with the Scope of Services and the Fee Schedule in Exhibit A. Any additional services needed beyond regularly scheduled services may require additional charges. The City will pay the designated fees and charges, as indicated by this Agreement, on a monthly basis. The Contractor will invoice City on a monthly basis. All invoices will be paid net thirty (30) days after the receipt of the invoice.

b. **Other Adjustments.** The listed unit price shall be adjusted annually for inflation beginning July 1, 2023 and may be adjusted upward or downward to reflect annual changes in the most recent monthly value of the Consumer Price Index – Water and Sewer and Trash Collections index, as published by the U.S. Department of Labor.

Sec. 5. Term. This Contract term is for three-years and shall begin on July 1, 2022 and end at midnight on June 30, 2025 (“Initial Term”). Upon the expiration of the Initial Term of this contract, provided this Contract has not been previously terminated pursuant to the provisions as may be set forth elsewhere herein, this Contract may be extended for two additional one-year terms as detailed in Exhibit “A”.

Sec. 6. Contractor’s Billings to City. Payments will be made in accordance with either this paragraph or in Exhibit “A”. Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month to expedite payment. Upon receipt of the pay request the City Purchasing Agent will verify the amounts and if correct, will forward the pay request to the Finance Department for payment. Final payment shall be made to the Contractor within thirty (30) days after all work has been fully completed and verified by the City project manager.

Sec. 7. Insurance. Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days; otherwise, <input type="checkbox"/> \$2,000,000 per occurrence

Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. Certificates of insurance must be submitted on an Acord Form (revised 2010/05), and the City must be named as additional insured on all lines of coverage, except for Professional liability and Workers' Compensation. Contractor shall provide a Certificate of Insurance to the City listing the City as additional insured as required by written contract. The General Liability, Automobile Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the City of Concord. The Umbrella Policy shall follow the form of the General Liability and Automobile Liability Policies. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial Contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the Contract remains in effect.

The City shall be named as an **additional insured** except Workers' Compensation and Professional Liability and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force shall constitute a material breach of this Contract and may, at the City's option, be cause for Contract termination. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Contract without notice.

Without limiting the coverage required pursuant to this Section, Contractor shall provide Workers' Compensation insurance if it employs three or more employees. The Worker's Compensation insurance shall have the North Carolina mandated statutory limits. Contractor shall fully comply with all applicable laws including, but not limited to, North Carolina's Workers' Compensation Act (Chapter 97 of the NC General Statutes).

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Bid Tabulation Form
- (c) Exhibit "C" – List of References
- (d) Exhibit "D" – Contractor must execute the Affidavit attached as Exhibit D, attesting to compliance with state and federal laws related to E-Verify.
- (e) Exhibit "E" – Tax Form(s).
- (f) Exhibit "F" – Certificate of Insurance.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Robin Barham
City of Concord
P.O. Box 308
Concord, NC 28026
Telephone: (704) 920-5351
Fax Number: (704) 795-0404

To the Contractor:

VaLerie Kolczynski, Esq.
City Attorney
PO Box 308
Concord, NC 28026
(704) 920-5115
(704) 784-1791

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable

to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this Contract.

Sec. 12. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new Contract showing the Contractor’s correct legal entity.

Sec. 13. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 14. Miscellaneous.

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City’s written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City’s defenses and shall be liable for all of the Contractor’s duties that arise out of this contract and all of the City’s claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:
(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall post in conspicuous places available to

employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the City upon execution of this contract.

(m) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an independent contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between City and Contractor.

(n) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: _____
City Manager

By: _____
Signature of President/Vice President/Manager/Partner

Date: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST BY:

ATTEST:

City Clerk

BY: _____
Signature of Vice President, Secretary, or other officer

Printed Name: _____

Title _____

SEAL

APPROVED AS TO FORM:

City Attorney

APPROVAL BY CITY FINANCE OFFICER

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

EXHIBIT A
SCOPE OF SERVICE & FEE SCHEDULE

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and _____ dated _____, 2____.

This Contract shall begin on July 1, 2022 and end at June 30, 2025. This Agreement may be renewed for successive two additional one-year terms (the “Renewal Terms”) upon mutual agreement in writing by the parties at the rates contained herein (as may be adjusted as provided herein) no less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term.

Scope of Services:

CONTRACTOR agrees to furnish all necessary trucks, trailers, and requisite personnel and to perform the collection and transportation services relating to bulk container collection, removal and disposal at the Source Locations. CONTRACTOR shall pick up and transport said commercial and residential waste from such Source Locations to the destination(s) designated, from time to time, by CITY. Provided, in the event such bulk containers are found by CONTRACTOR to contain any radioactive, volatile, toxic, explosive or other hazardous materials, as the same may be listed or characterized by the applicable standards or other U.S. Environmental Protection Agency laws, rules or regulations, or other substances which may be harmful to CONTRACTOR’s employees or which may be subject to regulation concerning disposal, CONTRACTOR shall not be required to handle such material and, in such event, CONTRACTOR shall immediately notify CITY and the Source Location responsible for such material.

CONTRACTOR agrees and covenants to comply with all applicable Federal, State, and local laws and regulations including, without limitations, those applicable to transportation tariffs and hauling licensing and fees.

Fee for Scope of Services:

The fee for services shall not exceed _____ and shall be based on the services provided and the schedule of fees presented in Exhibit A. Fees for Bulk Waste Container Service shall be invoiced based on the Unit Prices included in Exhibit A, Table A-1 or as may be adjusted in the future as authorized in this Contract. Invoices shall be directed to: City of Concord Attention: Solid Waste Services Director; Post Office Box 308, Concord, NC 28026-0308. The CONTRACTOR will consult with the City for authorization and adjustments in scope of services prior to conducting any work or providing any additional services that will cause a cost overrun.

Service Description:

The budget for the scope of services described herein and is based on the unit prices presented in Exhibit B:

Contractor shall provide and maintain bulk containers in serviceable condition at all Source Locations at no cost to the City.

All condominiums serviced under this contract shall be required to provide the correct number and sizes of bulk containers required to hold the waste generated, and shall maintain each bulk container in serviceable condition at the sole cost of that condominium facility.

TABLE A-1
BID TAB SUMMARY / FEE SCHEDULE
CONTAINER SIZES, COUNTS AND UNIT COST

[1] Container Size, Cu. Yd.	[2] Weekly Service Count	[3] Monthly Adjustment Factor	[4] Generation Rate Cu. Yd./Mo. [4]=[1]x[2]x[3]	[5] Total No. Units [Vol./Freq.]	[6] Monthly Volume, \$/Cu. Yd.	[7] Unit Cost \$/Cu. Yd.	[8] Cost \$/Month [8]=[6]x[7]
8	1	4.3333	34.67	10	346.7		
8	2	4.3333	69.33	19	1,317.27		
8	3	4.3333	104.00	1	104.00		
Subtotal (8)				30	1,767.97		
6	1	4.3333	26.00	1	26.00		
6	2	4.3333	52.00	5	260.00		
6	3	4.3333	78.00	1	78.00		
Subtotal (6)				7	364.00		
4	1	4.3333	17.33	3	51.99		
4	2	4.3333	34.67	1	34.67		
Subtotal (4)				4	86.66		
TOTAL (Subtotals 8 + 6 + 4)				41	2218.63		

¹ 2 Cubic Yard bulk containers included for pricing only. Currently, there are no 2 CY bulk containers in service and are not included in the total count.

Bulk Container Volume, CY	No. Located City Facilities	No. Located Condos & THs	Total Container Count
8	19	11	30
6	2	5	7
4	2	2	4

Service Standards:

The City of Concord provides bulk container service to City facilities and qualified condominiums and townhomes through contract services. All service applications and request for changes in level or frequency of service are reviewed, approved and managed under the direction of the City of Concord Solid Waste Services

Director or his or her appointee. All communication for such changes or modifications shall be communicated between the City and an assigned customer service representative. Communication through a centralized customer service or call center is not acceptable.

Bulk Waste Containers Service Level:

The City reserves the right to adjust the number of containers, service frequency and locations at any time as directed by the Solid Waste Services Director to meet the changing needs of the City or its Customers. The Contractor shall adjust the monthly invoice to reflect these changes using the unit prices contained herein or as may be adjusted in the future.

Temporary Changes in Service:

The City may modify, temporarily remove service, or discontinue service at any location at its sole discretion without incurring any cost or penalties. During long or short term interruptions in service, the Contractor shall at the direction of the City, relocate, remove and or return bulk containers to the specified location at no cost to the City.

Additional Collections:

The City may request courtesy collections when the bulk containers are filled to capacity. These requests shall be completed within one business day.

Blocked Access:

The City of Concord shall not be charged for missed collections due to illegally parked vehicles, utility construction, traffic congestion or similar obstructions beyond its control. Any fees resulting in missed collection at qualifying condominiums or townhomes shall be the sole responsibility of the development.

Tipping Fees Apply at BFI/CMS Landfill:

The City of Concord franchise agreement exempts residential solid waste from tipping fees at the BFI/CMS Landfill only. Bulk container waste is classified as commercial waste and therefore is not exempt from tipping fees.

Provision and Maintenance of Bulk Waste Containers:

The Contractor shall provide and maintain in proper repair the required number and size bulk containers at each City facility at no cost to the City.

Each qualifying condominium or townhome must provide and maintain in proper repair at its own cost the number and size bulk container(s) required to service their development.

The Contractor shall provide solid waste bulk container service to the designated locations regardless of the name on the dumpster.

Maintaining the bulk container in proper repair and condition relating to this Contract shall include, but not be limited to the following:

1. The lids shall be intact and aligned to assure the lid closes and correctly seats to cover the open top to prevent precipitation from entering the container;
2. The slide doors shall remain intact and freely move to the opened and closed position;
3. The bottom and exterior of the structure shall remain free of rust holes or punctures to prevent spillage and vector entry;
4. The drain plugs shall remain in place to prevent liquids from exiting the container and contaminating the storm water runoff;
5. The exterior surface shall be painted and all signage and placards shall be legible;

6. The bulk container(s) shall be removed from service and cleaned off site as necessary to comply with applicable local and state environmental health regulations or when directed by the State or local governments, their agencies or representatives to mitigate health and safety risks or odor complaints;
7. Any measures required to comply with all applicable public health regulations or directives; or
8. Any measures required to mitigate risk of personal injury or property damage as determined by the Solid Waste Director.

Spills and Littering:

The Contractor shall take every precaution to prevent spillage and litter occurring during the container collection or any activity related to providing this service. Contractor driver shall inspect his vehicle and remove any loose material on the vehicle or on the ground before leaving the premises. Any spillage, littering or property damage occurring during the collection process or due to failure of the container or the vehicle shall be the Contractor's responsibility to clean up or make necessary repairs.

Driver Observations:

Contractor driver observations are important to providing and maintaining reliable, quality service to all customers. The City requires written reports via email or postal service reports of any defects in the containers serviced or conditions that can potentially lead to personal injury or property damage. Included in these reports should be listed any spill or littering resulting from collection or transportation, leaks and spills of hydraulic fluids upon public or private roads, private driveways, or private property.

Hours of Operation:

Special attention is directed to Concord City Ordinance Sec. 46-74 regarding the allowed hours of operation for refuse collection equipment. Violations of these operating hours will result in citations to both the driver and the Contractor. The Ordinance reads as follows:

Sec. 46-74. Evening and early morning use of refuse collection equipment prohibited.

- (a) It shall be unlawful for any person, firm, or corporation to cause a disturbance to any other person by operating any equipment for the emptying of dumpsters or collection of commercial refuse between the hours of 10:00 p.m. and 6:00 a.m. within the city limits, except in emergencies with the approval of the city manager or his designee.
- (b) Any person in violation of this section shall be guilty of a misdemeanor and upon conviction shall be fined \$100.00.
- (c) Any firm or corporation in violation of this section shall be liable for civil penalties of \$1,000.00 for the first occurrence and \$2,000.00 for any subsequent occurrence. Said penalties shall bear an additional penalty of \$100.00 for each day in excess of 14 calendar days from notice by certified mail or personal service that said penalties remain unpaid.

END OF EXHIBIT A

EXHIBIT B
BID TABULATION FORM
BULK REFUSE CONTAINER SERVICE
May 2022

LINE	SERVICE LOCATIONS	[1] Container Size, CY	[2] Location Container Count	[3] Weekly Service Count	[4] Generation Rate CY/Mo. = [1] x [2] x [3] x 4.3333	[5] Unit Cost \$/CY	[6] Cost \$/Month =[4]x[5]
CITY FACILITIES							
1	Fire Station 3 100 Warren C. Coleman Blvd. N. Concord, NC 28027	8	1	2	69.3		
2	Fire Station 7 250 International Dr. NW Concord, NC 28027	8	1	1	34.7		
3	Fire Station 8 1485 Old Charlotte Rd. Concord, NC 28027	4	1	1	17.3		
4	Fire Station 9 1020 Ivey Cline Rd NW Concord, NC 28027	8	1	1	34.7		
5	Academy Recreation Center 147 Academy Ave. NW Concord, NC 28025	8	1	2	69.3		
6	Hartsell Recreation Center 60 Hartsell School Rd SW, Swink St Concord, NC 28027	8	1	2	69.3		
7	Les Myers Park 338 Lawndale Ave. SE Concord, NC 28025	8	1	2	69.3		
8	Marvin Caldwell Park 362 Georgia Ave. SW Concord, NC 28025	6	1	1	26.0		
9	James L. Dorton Park 5790 Poplar Tent Rd. NW Concord, NC 28027	8	1	2	69.3		
10	Hartsell Park 65 Sunderland Rd. SW Concord, NC 28027	8	1	1	34.7		
11	W.W. Flowe Park 99 Central Heights Dr. SW Concord, NC 28025	8	2	1	69.3		
12	Grounds Maintenance Facility 183 Academy Ave NW Concord, NC 28025 All-In-One Recycling	8	1	1	34.7		
	Brown Operation Center 850 Warren Coleman Blvd S Concord, NC 28025 [4 Bulk Containers at 3 Locations]						
13	1. Dewatering Container [Located left of service road 250 ft. beyond Building & Grounds Equipment Shed]	6	1	3	78.0		

EXHIBIT B
BID TABULATION FORM
BULK REFUSE CONTAINER SERVICE
May 2022

L I N E	SERVICE LOCATIONS	[1] Container Size, CY	[2] Location Container Count	[3] Weekly Service Count	[4] Generation Rate CY/Mo. = [1] x [2] x [3] x 4.3333	[5] Unit Cost \$/CY	[6] Cost \$/Month =[4]x[5]
14	2-4. Bulk Waste Containers [2 located behind Warehouse at north end of transformer laydown area; 1 located behind Fleet Services at north end of salt spreader storage racks]	8	3	2	208.0		
15	Coddle Creek Water Treat. Plant 6935 Davidson Hwy Concord, NC 28027	8	1	1	34.7		
	Concord Regional Airport 9000 Aviation Blvd NW Concord, NC 28027 [2 Locations]						
16	1. <u>Airport Maint. Dumpsters</u> 7435 Zethyr Place Concord, NC 28027	8	1	3	104.0		
17	2. <u>Airport Corporate Hangars</u> 9000 Aviation Blvd NW Concord, NC 28027	8	2	2	138.7		
18	Cox Mill Elem Athletic Fields 1450 Cox Mill Rd Concord, NC 28027	4	1	1	17.3		
19	Fire Station #11 8955 Weddington Rd NW, Concord, NC 28027	8	1	1	34.7		
20	Sub-Total City Facilities		23	Sum, Lines 1 to 19			
					1,213.3		

EXHIBIT B
BID TABULATION FORM
BULK REFUSE CONTAINER SERVICE
May 2022

LINE	SERVICE LOCATIONS	[1] Container Size, CY	[2] Location Container Count	[3] Weekly Service Count	[4] Generation Rate CY/Mo. = [1] x [2] x [3] x 4.3333	[5] Unit Cost \$/CY	[6] Cost \$/Month =[4]x[5]
QUALIFIED CONDOMINIUMS <i>[Served by City under Contract; Development must provide all approved containers; City will pay for service only]</i>							
21	Candlewood Square 140 Lake Concord Rd NE Concord, NC 28025 <i>[Access 1 dumpster in west parking lot, at SW property; 2nd dumpster in east parking lot, at SE property corner.]</i>	8	2	2	138.7		
22	Cliffdwellers Apts 115 Eastcliff Dr. SE Concord, NC 28025	8	1	2	69.3		
23	Locke Mill Plaza 1 Buffalo Ave. NW Concord, NC 28025	8	4	2	277.3		
24	Ridgeview Condos Located off 3260 Carlyle Dr. in Zemoso Acres Subdivision. Bulk Containers located at following locations: 1- Oxford PI NW 2- Wexford PI NW 3- Hanford PI NW 4- Kenilworth Ct. NW 5- Carlyle Dr. NW	6	5	2	260.0		
25	Woodridge Condos 241-251 Country Club Dr. NE Concord, NC 28025	8	2	2	138.7		
26	Churchview Condos 209-230 Misenheimer Dr. NW Concord, NC 28025	4	1	1	17.3		
27	Cornerstone Condo 84 Lake Concord Rd NE Concord, NC 28025 <i>[Access dumpster from Morrow CT NE]</i>	4	1	2	34.7		
28	Edgewood Terrace Condos 47-51 Edgewood Ave NE Concord, NC 28025	8	1	1	34.7		
29	Oak Park Townhouses 1240-1290 Branson Rd NW Concord, NC 28027	8	1	1	34.7		
30	Sub-Total Condo/Townhomes		18	Sum, Lines 21 to 29			
31	Total, All Collection Line [20]+[30]						

COMPANY NAME_____

AUTHORIZED SIGNATURE....._____

TYPE OR PRINT NAME AND TITLE_____

FEDERAL ID #_____

TELEPHONE #_____

EXHIBIT C

LIST OF REFERENCES

The PROPOSER shall provide no more than 10 of the most recently awarded and serviced (but not necessarily completed) comparable jobs in North Carolina. If the PROPOSER has less than ten (10) comparable jobs in North Carolina in the last five (5) years, the PROPOSER may supplement the list of North Carolina jobs with comparable jobs in Georgia, South Carolina, or Tennessee.

1. Name of Public/Private Agency: _____

Address: _____

Phone Number: _____ Mobile Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____ Contract Amount: \$ _____

No. Bulk Containers: 8 CY: _____ 6 CY: _____ 4 CY: _____ 2 CY: _____

2. Name of Public/Private Agency: _____

Address: _____

Phone Number: _____ Mobile Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____ Contract Amount: \$ _____

No. Bulk Containers: 8 CY: _____ 6 CY: _____ 4 CY: _____ 2 CY: _____

EXHIBIT C
LIST OF REFERENCES, Page 2

3. Name of Public/Private Agency: _____

Address: _____

Phone Number: _____ Mobile Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____ Contract Amount: \$ _____

No. Bulk Containers: 8 CY: _____ 6 CY: _____ 4 CY: _____ 2 CY: _____

4. Name of Public/Private Agency: _____

Address: _____

Phone Number: _____ Mobile Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____ Contract Amount: \$ _____

No. Bulk Containers: 8 CY: _____ 6 CY: _____ 4 CY: _____ 2 CY: _____

5. Name of Public/Private Agency: _____

Address: _____

Phone Number: _____ Mobile Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____ Contract Amount: \$ _____

No. Bulk Containers: 8 CY: _____ 6 CY: _____ 4 CY: _____ 2 CY: _____

EXHIBIT C
LIST OF REFERENCES, Page 3

6. Name of Public/Private Agency: _____

Address: _____

Phone Number: _____ Mobile Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____ Contract Amount: \$ _____

No. Bulk Containers: 8 CY: _____ 6 CY: _____ 4 CY: _____ 2 CY: _____

7. Name of Public/Private Agency: _____

Address: _____

Phone Number: _____ Mobile Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____ Contract Amount: \$ _____

No. Bulk Containers: 8 CY: _____ 6 CY: _____ 4 CY: _____ 2 CY: _____

8. Name of Public/Private Agency: _____

Address: _____

Phone Number: _____ Mobile Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____ Contract Amount: \$ _____

No. Bulk Containers: 8 CY: _____ 6 CY: _____ 4 CY: _____ 2 CY: _____

EXHIBIT C
LIST OF REFERENCES Page 4

9. Name of Public/Private Agency: _____

Address: _____

Phone Number: _____ Mobile Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____ Contract Amount: \$ _____

No. Bulk Containers: 8 CY: _____ 6 CY: _____ 4 CY: _____ 2 CY: _____

10. Name of Public/Private Agency: _____

Address: _____

Phone Number: _____ Mobile Number: _____

Principal Contact Person(s): _____

Year Contract Initiated: _____ Contract Amount: \$ _____

No. Bulk Containers: 8 CY: _____ 6 CY: _____ 4 CY: _____ 2 CY: _____

COMPANY NAME _____

FORM COMPLETED BY, SIGNATURE..... _____

TYPE NAME AND TITLE..... _____

TELEPHONE # _____

EXHIBIT "D"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, _____ (the individual signing below), being duly authorized by and on behalf of _____ (the legal name of the entity entering the contract, "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS § 64-26.
2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____.
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20__.

My Commission Expires:

Notary Public

|||
(Affix Official/Notarial Seal)

EXHIBIT “E”

TAX FORM(S)

1. Vendor Quick Guide [3 Pages]
2. Vendor Information Form [1 Page]
3. W-9 Form [4 Pages]

EXHIBIT “F”

CERTIFICATE OF INSURANCE