



Request for Proposals Curbside Recycling

Date: March 7, 2022

To Interested Recycling Firms:

The City of I t e j c o is soliciting written proposals from qualified contractors to perform curbside collection of recyclable materials including newsprint with inserts, aluminum beverage containers, steel cans, all plastic containers (#1 - #7), corrugated cardboard, magazines, glass bottles and jars, office papers and residential mixed paper (office papers, junk mail, catalogs and paper board such as cereal/food boxes) from single-family residents in I t e j c o .

The current contract began in 2014 and now serves households within the City of I t e j c o . The number of active accounts for recycling is around 7,622.

Bids must be submitted in a sealed envelope marked, "RFP 016-2022 Curbside Recycling" to Julianne Cordon, Finance Director, City of Graham, 201 S Main Street or PO Drawer 357, Graham, NC 27253 by 2:00 PM on **Monday, March 21, 2022**.

INSTRUCTIONS TO BIDDERS

CURBSIDE RECYCLING

1. **Receipt and Opening of Proposals**

The City of Graham will receive proposals for curbside recycling on the forms attached hereto. Proposals will be received at the office of the Finance Director of the City of Graham until **2:00 PM on Monday, March 21, 2022**. There will **not** be a public bid opening. The envelope containing the Proposals must be sealed and plainly marked "RFP 16-2022 Curbside Recycling." Any proposal received after the date and time specified will not be accepted or considered. Bids must be submitted to Julianne Cordon, Finance Director, City of Graham, 201 S. Main Street or PO Drawer 357, Graham, NC 27253.

2. **Preparation of the Proposal**

All proposals shall be made on the Request for Proposal Form attached hereto and give the amount bid for work in both words and figures, also it must be signed by the Contractor. Additional copies of the Proposal Form may be obtained from the City or on the City website at www.cityofgraham.com.

Any Proposal may be withdrawn by written request prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

3. **Evidence of Insurance**

Each Proposal must be accompanied by a certificate of insurance as required by the Contract.

4. **Failure to Enter into the Contract**

The Contract shall be deemed as having been awarded when the City Council awards the contract at a formal meeting. The City reserves the right to reject all bids. The Contractor to whom the Contract has been awarded will be required to execute one (1) copy of the Contract and to furnish insurance certificates, as required. In case of the Contractor's refusal or failure to do so within twenty (20) days after its receipt of formal notice of award, Contractor will be considered to have abandoned all rights and interests in the award, and the award may then be made to the next best qualified Contractor.

5. **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 the person submitting the Contract in the event it is the successful Contractor. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of his power of attorney attached thereto.

The successful Contractor will be required to furnish a performance bond as security for the faithful performance of this Contract. Said performance bond must be in the form of the City's Performance Bond attached hereto and in the amount indicated in Section 11.00 of the General Specifications, per N.C. General Statute 44A-33.

Premium for the bonds described above shall be paid by the Contractor.

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

6. **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.

7. **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.

8. **Conditions**

Each Contractor shall fully acquaint itself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. The Contractor shall thoroughly examine and be familiar with the Specifications.

It is also expected that the Contractor will obtain information concerning the conditions at locations that may affect its work.

The failure or omission of any Contractor 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 Contractor.

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

Contractor shall comply with all applicable local, state, and federal laws in the performance of the Services, regardless of whether the specifically applicable laws are set forth in the Contract Documents.

9. **Addenda and Explanations**

Any corrections or errors found in these General Specifications or the other Contract Documents must be submitted in writing and mailed to the attention of the Finance Director prior to the opening of bids. Any deviations from the specifications must be in writing and submitted as part of the bid. Any addenda to these bidding documents shall be issued in writing; no oral statements, explanations or commitments by whosoever made shall be of any effect unless incorporated in the addenda. Addenda will be posted on the City of Graham website at www.cityofgraham.com.

10. **Name, Address and Legal Status of the Contractor**

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

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

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

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

11. **Competency of Contractor**

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

The City shall require submission with the Proposal of the following supporting data regarding the qualifications of the Contractor in order to determine whether they are a qualified, responsible Contractor. The Contractor will be required to furnish the following information:

- (a) An itemized list of the Contractor's equipment available for use on the Contract.
- (b) A copy of the latest available certified financial statement of the Contractor (or its parent corporation, if individual subsidiary or division financial statements are not prepared and generally available) certified by a nationally recognized firm or independent certified public accountants.
- (c) Evidence that the Contractor 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 Contractor is licensed to do business and is in good standing under the laws of the State of North Carolina or a sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- (d) Evidence, in form and substance satisfactory to City, that Contractor (or Contractor's subsidiaries or affiliates) have been in existence as a going concern in excess of five (5) years and possess not less than two (2) years actual operating experience in recyclable materials collection and marketing and or operating a facility for processing of recyclable materials.
- (e) Contractor shall provide City with name and address of registered agent of a corporation or, if an individual or partnership, the name and address of persons or entity that will serve as registered agent for service of process.
- (f) The Contractor should provide the City of Graham with a list of cities and/or counties that the company currently provides recycling services. This list should include contacts and telephone numbers.

The Contractor may satisfy any or all of the experience and qualification requirements of this Section 11 by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the Parent.

12. **Disqualification of Contractors**

The City reserves the right to reject all bids and to reject any bid deemed to be inconsistent with the City's local policy and applicable law. Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of its Proposal:

- (a) Evidence of collusion among Contractors.
- (b) Lack of competency as revealed by either financial statements, experience, or equipment statements as submitted or other factors.

- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted.
- (d) Default on a previous municipal contract for failure to perform.

13. **Quantities**

The City of Graham estimates that the number of Residential Units to be initially serviced under the Contract is approximately 5,400.

The City makes no representation as to the reliability of its estimate for Residential Units that will recycle. These numbers are based on the residents that are able to do recycling and are being billed. On any given week, participation is approximately 60% of Residential Units. The contractor will within thirty (30) days of notification from the City provide recyclable material collection and disposal service of the same frequency and quality to newly developed areas in the City.

Total contract will be based on actual pickup points and not on estimates above.

14. **Cost Proposal**

The Contractor's Cost Proposal will be a cost per pickup point per month for customers actually participating in the City's recycling program. The Cost Proposal will be based on the following options:

- Option 1: Cost per pickup point per month with City-provided cans with a 1-year contract with proposed fuel surcharge attached as addendum if so chosen.
- Option 2: Cost per pickup point per month with City-provided cans with a 3-year contract with proposed fuel surcharge attached as addendum if so chosen.

Provide the Cost Proposal using the Cost Proposal Form included in Attachment A and A1.

15. **Method of Award**

The City reserves the right not to accept any Proposals or to reject any or all Proposals, and to waive defects or irregularities in any Proposal. In particular, any alteration, erasure or interlineations of the Contract Documents and of the Proposal shall render the accompanying Proposal irregular and subject to (but not requiring) rejection by the City. The City intends that the Contract be awarded within sixty (60) days following the date that Proposals are opened.

The contract shall be awarded to the Contractor who best meets the criteria set in the RFP. The City reserves the right to negotiate the final contract with chosen Contractor.

Bids will be evaluated for the following:

- Technical soundness of the ideas proposed. (15%)
- Qualifications of candidate in terms of demonstrated experience with similar work, financial stability, capabilities of person assigned to project, evaluation of contractor by his/her other clients, and capability to implement service. (25%)
- Accuracy of response to the request for proposal. (20%)
- Cost Proposal – The City will consider both short- (1 year) and long-term costs as part of the cost proposal. (25%)
- Innovation. (15%)

General Specifications for Curbside Recycling City of Graham

1.00 Definitions

- 1.01 City**
- 1.02 Recyclables**
- 1.03 Recyclable Processor**
- 1.04 Recycling Container**
- 1.05 Contract Documents**
- 1.06 Contractor**
- 1.07 Recycling Collection Services**
- 1.08 Residential Unit**

2.00 Scope of Work

- 2.01 General**

3.00 Type of Collection

- 3.01 Service Provided**
- 3.02 Location of Containers for Collection**
- 3.03 Backdoor Collection**

4.00 Operation

- 4.01 Hours of Operation**
- 4.02 Routes of Collection**
- 4.03 Holidays**
- 4.04 Complaints**
- 4.05 Collection Equipment**
- 4.06 Office**
- 4.07 Hauling**
- 4.08 Delivery**
- 4.09 Notification**
- 4.10 Point of Contact**

5.00 Compliance with Laws

6.00 Effective Date

7.00 Nondiscrimination

8.00 Term

9.00 Insurance

10.00 Bond

10.01 Performance Bond

10.02 Power of Attorney

11.00 Basis and Method of Payment

11.01 Rates

11.02 Modification to Rates

11.03 Contractor Billings to City

11.04 Documentation

12.00 Recycling Contract

13.00 Regulations

14.00 Questions

1.00 Definitions

- 1.01 **City** - City of Graham.
- 1.02 **Recyclables** – All plastic (#1-7), metal (aluminum and steel cans), glass bottles and jars, and paper (mixed, cartons, and cardboard).
- 1.03 **Recyclable Processor** - A processor of Recyclable Materials delivered by collection Contractor.
- 1.04 **Recycling Container**- A receptacle designed for the purpose of curbside collection of Recyclable Materials the Contractor should be able to collect from 96 gallon rollouts. The Contractor shall collect all accepted materials placed at the curbside in the issued container. The Contractor should place recycling containers back on the residents property once emptied. Containers should not be placed in the street, gutter line, driveway, or in front of mailbox. The Contractor should not abuse or otherwise mishandle recycling containers so as to damage the containers and/or personal property.
- 1.05 **Contract Documents** - The Request for Proposals, Instructions to Contractors, Contractor’s Proposal, General Specifications, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the City and the Contractor, and the Contract for Curbside Recycling.
- 1.06 **Contractor** - The person, corporation or partnership performing Recyclable Materials collection and delivery under this Contract.
- 1.07 **Recycling Collection Services** - Those services to be performed by the Contractor as follows: (a) the collection of Recyclable Materials from areas specifically designated by the City of Graham, (b) processing of recyclable materials, which include the sorting and preparation of recyclable materials for marketing at the processing center, (c) marketing of the recyclable materials, and (d) keeping accurate and thorough records of the amount of materials collected.
- 1.08 **Residential Unit** -A residential unit shall be all single family homes, and all residential complexes that are being billed for recycling service.

2.00 Scope of Work

- 2.01 **General**
- A. The Contractor will provide the following services:
1. Collect and remove all recyclables once every two weeks from all single family homes, contiguous small businesses, and all residential complexes that are being billed for recycling service. In the event of inclement weather, Contractor should contact the City to ensure that all citizens’ recycling has been collected.
 2. The Contractor shall provide a special porch pickup service to disabled and/or elderly residents who are on the provided back-door pick up list. The City shall relay all customers’ requests for such service to the Contractor upon receipt.

3. Recyclable materials to be collected will include but not necessarily be limited to: All plastic (#1-7), metal (aluminum and steel cans), glass bottles and jars, paper (mixed, cartons, and cardboard), and inclusive of Alamance County Recycling Ordinance, or such other applicable Ordinance, Policy, or Regulation as the City may from time to time adopt. Proposals may include collection of additional materials.
4. Transport of recovered recyclable materials to a central processing site with responsibility for brokering these materials to their respective markets.
5. Furnish at its own cost, all of the labor and associated costs, required to perform the operation of curbside collection.
6. The Contractor shall respond to and remedy within 24 hours any substantiated complaint about curbside collection of recyclable materials. The Contractor shall notify the City of all substantiated complaints.
7. The Contractor shall also provide a telephone number for complaint calls and explanation of how these calls will be handled.
8. Contractor shall provide written notification to any customer that improperly sets out the recycling container or whose recycling container includes improper material. The form of the written notification shall be reviewed and approved by the City prior to use.
9. Within 30 days of the award of the Contract, or before Services are provided, whichever is sooner, the Contractor shall provide to the City a calendar of pick up weeks.
10. The Contractor shall provide to the City, in writing and in the manner as directed by the City, contamination data and participation rates on a monthly basis.
11. In an effort to showcase the Contractor's and the City's commitment to the environment, Contractor shall participate as a partner with the City in educational events including, but not limited to, Arbor day and Touch-a-Truck.

B. The City will provide the following services:

1. The City will compensate the Contractor in accordance with the Contract award and Contract Documents. The City of Graham will be responsible for monitoring the Contractor to ensure specified services are being performed.
2. The City shall promote the program and provide educational materials to residents.
3. The City will provide to the Contractor and will follow-up with the Contractor on any complaint calls coming into City offices about service.

3.00 Type of Collection

- 3.01 Service Provided - Contractor shall provide curbside or approved back-door collection service for the collection of Recyclable Materials for each unit at least once every two weeks.
- 3.02 Location of Containers for Collection - Each container shall be placed at curbside for collection by 7:00 A.M. on the designated collection day. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways (including alleys). Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers shall be placed as close as practicable to an access point for the collection vehicle.
- 3.03 Back-door Collection Service – The City currently has approximately 120 approved back-door collection services with 96 gallon roll carts.

4.00 Operation

- 4.01 Hours of Operation - Collection of Recyclable Materials shall not start before 7:00 a.m. or continue after 7:00 p.m. on any given day. Exceptions to collection hours shall be allowed only upon the mutual agreement of the City and Contractor, or when necessary in order to complete collection on an existing collection route due to unusual circumstances.
- 4.02 Routes of Collection - The City shall provide collection designation by individual street address, according to the existing garbage trash collection schedule. Recycling collection routes need not follow garbage collection routes. Maps of collection areas and street guide information will be also provided to the Contractor by the City upon award of the contract.
- 4.03 Holidays - The following shall be holidays for purposes of this Contract:

Thanksgiving day and Christmas day

Contractor shall suspend collection service on holidays.
- 4.04 Complaints – The Contractor shall notify the City of all complaints the Contractor receives. The City shall notify the Contractor of complaints the City receives. Regardless of the source of the Complaint, the Contractor shall remedy all substantiated complaints within 24 hours and shall notify the City when the complaint has been remedied. In the case of alleged missed scheduled collections, the Contractor shall investigate and respond by 5 pm of the next day to the City with an action plan.

- 4.05 Collection Equipment - The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles shall be designed for the collection of recyclable materials. Each vehicle shall be clearly marked with appropriate recycling identifications and be maintained and clean. All vehicles used in this program shall be equipped with operating strobe lights at the rear or top of the cab.
- 4.06 Office - The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8 am to 5 pm on regular collection days. In addition, the route supervisor shall have a cellular phone and be responsive to complaints or inquiries from the City personnel responsible for maintaining the Contract.
- 4.07 Hauling - All Recyclables collected by the Contractor shall be contained, tied, or enclosed so that leaking, spilling, or blowing is prevented.
- 4.08 Delivery - All Recyclables collected by the Contractor shall in fact be recycled. Recyclables shall not be disposed of in any landfill. Where Recyclables are sold or otherwise delivered to a third party, Contractor shall include any charges for that service in the rate set forth in the proposal for each pickup point serviced by the Contractor. The Contractor will be responsible that all Recyclables collected are in fact recycled.
- 4.09 Notification - The Contractor shall notify all customers about complaint procedures, sorting, preparing for collection, regulations, and day(s) for scheduled recyclable materials collection. The Contractor shall also inform the public of any condition and form required for materials to be collected.
- 4.10 Point of Contact -

Contact Person:	_____
Title	_____
Address	_____

Phone, email, cell	_____

5.00 Compliance with Laws

The Contractor shall conduct operations under this contract in compliance with all applicable laws, the General Specifications, and all City ordinances. Disposal of the recyclable materials must be in accordance with the Alamance County Recycling Ordinance, or such other applicable Ordinance, Policy, or Regulation as the City may from time to time adopt.

6.00 Effective Date

This Contract shall be effective upon execution and performance of such Contract shall begin on July 1, 2022.

7.00 Nondiscrimination

The Contractor shall not engage in any form of discrimination with regard to race, color, religion, sex or national origin, nor shall the Contractor discriminate against any employee or applicant for employment because of physical or mental disabilities in regard to any position for which the employee or applicant is qualified.

8.00 Term

The term of the Contract will be determined based on the evaluation of the bids. The City anticipates awarding either a 1 year or 3 year Contract upon evaluation of the bids.

If the City selects a 1 year Contract, the Term of the Contract is for one year and shall begin on July 1, 2022. No extensions will be allowed.

If the City selects a 3 year Contract, the Initial Term of the Contract is for one year and shall begin on July 1, 2022. After the initial term, the Contract shall renew annually for two additional one-year terms assuming funds are appropriated annually and the performance of the Contractor is satisfactory (per N.C. General Statute 160A-17) with the option of 5 mutually agreed upon 1-year extensions. The Contract may be terminated for convenience upon a six (6) month prior written notice of either Party's desire to terminate the Agreement at the conclusion of the then current term.

9.00 Insurance

The Contractor shall at all times during the Contract maintain in full force and effect General Liability Insurance, Workmen's Compensation Insurance, Auto Liability Insurance and Professional Liability Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work here under the contract. 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 City shall be a named insured. The certificates shall contain the following express obligations:

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

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

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	\$1,000,000
General Liability	\$1,000,000
Auto Liability	\$1,000,000
Professional Liability	\$1,000,000

To the extent permitted by law, all or any part of any required insurance coverage may be provided under a plan or plans of self-insurance. The coverage may be provided by the Contractor's parent corporation.

10.00 Bond

10.01 Performance Bond

- (a) A Performance Bond is required in the amount of one hundred (100%) of the first year contract price and shall be in effect for the duration of the contract period. The bond will be required at the time of the contract signing and not as a submittal with the bid.
- (b) The Recyclable collection charges provided by Section 11.01(a) shall include all costs of delivery to a Commodity Buyer and shall be modified as set forth in Section 11.02.
- (c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of North Carolina.

10.02 Power of Attorney - Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11.00 Basis and Method of Payment

11.01 Rates

- (a) For collection and delivery services required to be performed pursuant to Section 3.01, the charges shall not exceed the rates as fixed by the Contract Documents, as adjusted in accordance with Section 11.02.
- (b) The recyclable collection charges provided by Section 13.01(a) shall include all costs of delivery to a Commodity Buyer and shall be modified as set forth in Section 11.02.

11.02 Modification to Rates

Where applicable, fees or compensation payable to the Contractor for the second and subsequent years of the terms hereof shall be adjusted upward or downward to reflect the percent change in the cost of doing business. This may be in two different ways:

- (a) As measured by fluctuations in the Consumer Price Index (CPI), United States All Urban Consumer, published by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding twelve (12) month contract period. Any changes in rates must be in writing and approved by the City.
- (b) Bi-annual Fuel surcharge as submitted with proposal.

11.03 Contractor Billings to City - The Contractor shall bill the City for service rendered on or about the 25th of the month and the City shall pay the Contractor on or before the 10th of the following month. Such billing and payment shall be based on the rates and schedules set forth in the Contract Documents. If there are questions regarding the invoice on collection data, payment shall be guaranteed within (30) days of satisfactory resolution.

11.04 Documentation - The Contractor will be required to keep records and submit reports to comply with the City's reporting requirements, as determined by the City's Public Works Director or designee. These reports will serve as a means to apprise the City's staff of the status of recycling activities and expenditures. The Contractor shall also be required to provide certifiable, accurate monthly weight receipts for all materials collected in the program and brokered by the Contractor. Weight records shall be kept using a scale which is inspected by the State of North Carolina Department of Agricultural Standards Division.

Monthly project reports shall be submitted at the six months performance meeting. Reporting requirements include:

- 1. Monthly Project Reports - The Contractor shall submit monthly project reports for the length of the contract period commencing upon final approval of the contract. These reports shall be due within seven (7) working days from the end of the period being reported. At a minimum, the reports shall include:
 - (a) Total lbs/unit/month recyclables collected;
 - (b) Resident participation rates in terms

of weekly set-out counts with a description of methods used to determine these rates.

Note: Invoices will not be paid without submittal of accurate and complete reports.

12.00 Recycling Contract

The Contractor shall have the sole license and privilege to provide Recyclable Materials collection and delivery services within the corporate limits of the City. The City agrees to take such steps reasonably necessary to protect Contractor's ownership of all recyclable materials placed in the recycling containers for collection.

13.00 Regulations

The Contractor will qualify and comply with any and all federal, state, and local laws and regulations in effect, or hereafter enacted during the term of this agreement which are applicable to the Contractor, its employees, agents or subcontractors if any, with respect to safety or the work and services described herein.

14.00 Questions

All questions shall be received by 5pm on Thursday, March 17, 2022, regarding this RFP, and shall be in writing and directed to:

Julianne Cordon, Finance Director
Email: jcordon@cityofgraham.com

Attachment A

Proposal Form

Proposed Prices for Recycling Program Operation

The City is requesting a proposal for every other week recycling service. This shall be based on target recyclables, as defined and the uses of a 96 gallon rollout containers. Total contract will be based on actual pickup points and not estimates.

- Option 1: City-provided cans with a 1-year contract
\$ _____ per pickup point/per month
- Option 2: City-provided cans with a 3-year contract
\$ _____ per pickup point/per month

The City will provide the Contractor with a map of the City of Graham with the sections and day of collections.

Attachment A1 – Cost Modification Addendum

Per Section 14 of the Instructions to Bidders and Section 11.02 of the General Specifications, the contractor may propose annual price modifications. This is only applicable to RFP responses to Option 2 (3 year contract). Per Section 11.02, cost modifications are limited to:

- a) Fluctuations in the Consumer Price Index (CPI), United States All Urban Consumer, published by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding twelve (12) month contract period. Any changes in rates must be in writing and approved by the City.
- b) Bi-annual Fuel surcharge.

Option (a) is based upon a readily available statistic. Option (b) is to be based upon a bi-annual fuel surcharge. This surcharge is to be based upon the changes in fuel costs through the length of the contract and is to be calculated and may be adjusted prior to July 1 and January 1 of each year. The contractor is to provide the surcharge rate and process below. Process is to be clear and concise. City reserves the right to request additional information during RFP review process as well as the right to reject an RFP based upon incomplete or unclear process.

An example process would be:

Use prior 3 month average of US on-highway diesel fuel price “lower Atlantic” at time of signing as the mid-point with a .50 cent range, .25 cent up or down. Once out of this range, adjust 1.50% for first .10 cent and then .25% per .10 cent change and allow bi-annual rate adjustment per request of either party.

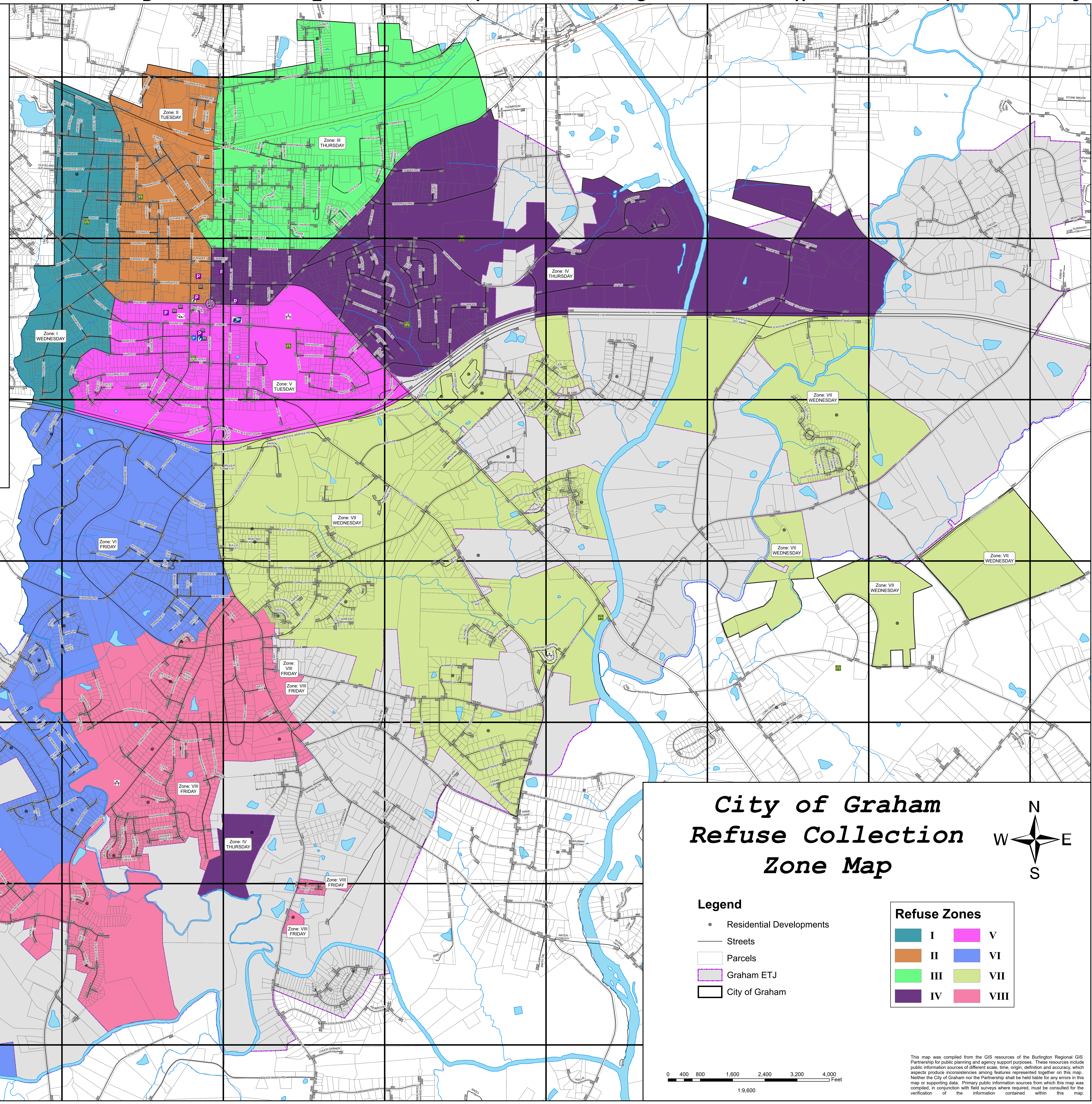
Proposed Cost Modification Process and Surcharge:

Up to 1 additional page may be attached to this addendum.

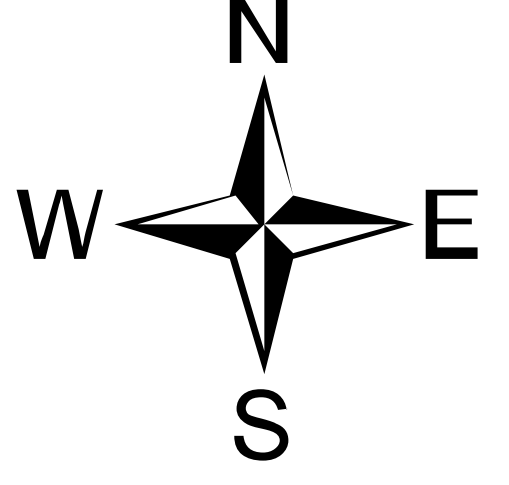


Street Index

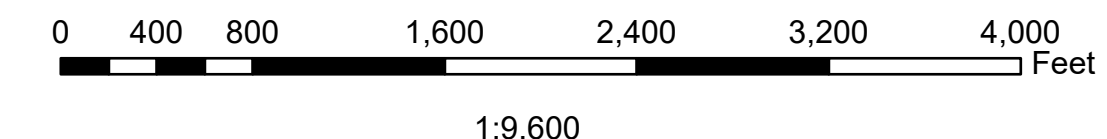
A...	D...	J...	N...	W...
Adams Dr. ... F-5	Daniel Dr. ... C-5,6	James Griffin Dr. ... F-6	Nancy McDev Dr. ... D-5	Wood Duck Dr. ... E-5
Adkins Dr. ... C-5, D-5	Davis Lane ... F-4,5	John Ince ... F-3, D-3	Nash Dr. ... D-4,5	Woodland Dr. ... C-6, D-6
Albany St. ... C-3, D-3	Deane Dr. ... C-6	Jefferson Dr. ... D-4	Nelson Dr. ... F-6	Woody Dr. ... E-4, F-4
Albright Dr. ... D-1, F-3	Deer Dr. ... C-6	Johnson Dr. ... C-6, D-6	Newton Dr. ... D-2	
Alto St. ... F-5, D-5	Denny Dr. ... D-6	Kimberly Dr. ... C-6, D-6	North St. ... D-2	
Alton St. ... D-2, E-2	Dixon Rd. ... F-6, F-6	James Kerr Rd. ... G-4, H-3, 3, 4, 5	North St. ... D-2	
Altona Dr. ... E-5, F-5	Dogwood Ln. ... F-6	Kingston Dr. ... E-3, F-3	North St. ... D-2	
Altona Dr. ... D-5	Dogwood Ln. ... F-6	Kingswood Dr. ... E-3, F-3	North St. ... D-2	
Altona Dr. ... F-5	Dogwood Ln. ... F-6	Kingswood Dr. ... E-3, F-3	North St. ... D-2	
Altona Dr. ... C-5, D-6	Duck Crossing Dr. ... E-7	Kingswood Dr. ... E-3, F-3	North St. ... D-2	
Altona Dr. ... C-5, D-6	Duck Crossing Dr. ... E-7	Kingswood Dr. ... E-3, F-3	North St. ... D-2	
Altona Dr. ... C-5, D-6	Duck Crossing Dr. ... E-7	Kingswood Dr. ... E-3, F-3	North St. ... D-2	
Altona Dr. ... C-5, D-6	Duck Crossing Dr. ... E-7	Kingswood Dr. ... E-3, F-3	North St. ... D-2	
Altona Dr. ... C-5, D-6	Duck Crossing Dr. ... E-7	Kingswood Dr. ... E-3, F-3	North St. ... D-2	
Altona Dr. ... C-5, D-6	Duck Crossing Dr. ... E-7	Kingswood Dr. ... E-3, F-3	North St. ... D-2	



City of Graham Refuse Collection Zone Map



Legend		Refuse Zones	
	Residential Developments		I
	Streets		II
	Parcels		III
	Graham ETJ		IV
	City of Graham		V
			VI
			VII
			VIII



This map was compiled from the GIS resources of the Burlington Regional GIS Partnership for public planning and agency support purposes. These resources include public information sources of different scale, time, origin, definition and accuracy, which aspects produce inconsistencies among features represented together on this map. Neither the City of Graham nor the Partnership shall be held liable for any errors in this map or supporting data. Primary public information sources from which this map was compiled, in conjunction with field surveys where required, must be consulted for the verification of the information contained within this map.

Bids other than by corporations or partnerships shall be executed hereon below:

This the ____ day of _____, 2022.

Company Name: _____

Address: _____

State License No.: _____

Executed By: _____

Title: _____

Attest: _____

My Commission Expires: _____, 20__.

Notary Public Seal

Bids by corporations shall be executed hereon below:

This the ____ day of _____, 2022

Corporation Name: _____

Address: _____

State License No.: _____ State of Incorporation: _____

Executed By: _____

(President or Vice-President)

(Title)

Corporate Seal

Attested by: _____
(Secretary or Assistant Secretary)

(Title)

Bids by Partnerships shall be executed hereon below:

This the _____ day of _____, 2022.

Partnership Name: _____

Address: _____

Executed By: _____

(Partner)

Title: _____

Attest: _____

My Commission Expires: _____, 20 _____

Notary Public Seal

Names of All Other Partners:

Contract For Curbside Recycling

This contract for Curbside Recycling Services (the "Contract"), made and entered into this _____ day of _____, 2022, by and between the City of Graham, a North Carolina municipal corporation (hereinafter referred to as the "City"), and _____, a TYPE OF CORPORATION (hereinafter referred to as the "Contractor") (collectively, the "Parties").

For and in consideration of the mutual promises set forth in the Contract, the parties do mutually agree as follows:

1. Obligations of Contractor.

- a. Services. Under this Contract, the Contractor shall perform Curbside Recycling Services at designated times and sites as specifically requested and authorized by the City. The services to be performed are more specifically described in the **Contract Documents**, which are defined in paragraph 1.b., attached as **Exhibit A**, and incorporated by reference herein (collectively, the "**Services**"). Contractor shall, at its own sole cost and expense, perform and provide all the labor, services, materials, equipment, supplies, plans, and equipment necessary to complete the Services within the time specified and in accordance with the terms, conditions, and provisions of the Contract Documents, and pursuant to the instructions, orders, and directions of the City made in accordance with the Contract Documents.
- b. Compliance with Contract Documents. In the performance of Services, Contractor shall comply with the applicable terms of the Contract Documents, which includes the *Request for Proposals, Instructions to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond* and any addenda or changes to the foregoing documents agreed to by the City and the Contractor, which is attached as Exhibit A and which is incorporated by reference as if fully set forth in this Contract. To the extent there may be any conflict between the four corners of this Contract the Contract Documents, the terms of this Contract will control.
- c. Qualifications of Contractor. Contractor, and all agents or employees of Contractor who will provide services under this Contract, shall be fully qualified, possess any requisite licenses, and otherwise be legally entitled to perform the services provided, and shall exercise the skill and care customarily exercised by duly licensed and qualified contractors of the same or similar services.
- d. Records Maintenance. Contractor shall maintain written documentation of any professional services provided, including any required documentation meeting the requirements of applicable federal, state, and local laws and regulations.

2. Obligations of the City.

- a. Compensation. The City agrees to compensate Contractor in the amount of \$____ per container per month for the Contract Term. The number of containers billed per month shall be based on the actual number of customers participating in the City's recycling program during that month.
- b. In the event of inclement weather, fire, power failure, or other similar occurrence, which may necessitate the cancellation of the delivery of Services, and an alternate date cannot be agreed upon, the City will be under no obligation to compensate Contractor for Services not rendered.

3. Term. The Term of this Contract is for one (1) year, from July 1, 2022, through June 30, 2023.

OR

The Initial Term of this Contract is for one (1) year. Upon satisfactory performance by the Contractor, this Contract will renew for up to two subsequent one-year terms.

4. Termination for Convenience. Either Party may terminate this Contract at any time at its complete discretion upon at least six (6) months' notice in writing from one Party to the other Party at the conclusion of current term.
5. Terms and Methods of Payment. Contractor shall provide the City with invoice(s) itemized by services provided. Such invoice(s) shall be submitted within thirty (30) days of the rendering of services. The City shall process payments to Contractor within thirty (30) days of submission of such invoice(s). Invoice(s) should be sent to: **City of Graham, Accounts Payable, PO Drawer 357, Graham, NC 27253 or finance at accountspayable@cityofgraham.com**, for review and approval.
6. Contract Funding. It is understood and agreed between Contractor and the City that the City's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
7. Insurance. Contractor agrees to maintain \$1,000,000 in general liability, \$1,000,000 in automobile liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this Contract. The "City of Graham, a North Carolina Municipal Corporation" shall be named by endorsement as an additional insured on the General Liability policy. Certificates of such insurance shall be furnished by Contractor to the City and shall contain an endorsement to provide the City at least ten (10) days' written notice of any intent to cancel or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this Contract.
8. Taxes. Contractor shall pay all federal, state and FICA taxes for all employees participating in the provision of services under this Contract.
9. Monitoring and Auditing. Contractor shall cooperate with the City, or with any other person or agency as directed by the City, in monitoring, auditing, or investigating activities related to this Contract. Contractor shall permit the City to evaluate all activities conducted under this Contract as dictated by the City. Contractor shall provide auditors retained by the City with access to any records and files related to the provision of services under this Contract. The City agrees that its auditors will maintain the confidentiality of any identified and actual trade secrets of Contractor accessed during an audit conducted under this Contract.
10. Time of the essence. The Parties agree that time is of the essence to each and every term or condition of this Contract where a certain length of time is fixed for the performance of the term or condition. The Parties further agree that any additional time allowed for the completion of any Work by mutual agreement of the Parties shall be of the essence to this Contract.
11. Compliance with Applicable Laws. Contractor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Contractor represents that it is authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Contractor is responsible for compliance with the Affordable Care Act and accompanying IRS and Treasury Department regulations.
12. Indemnification. Contractor does hereby agree to indemnify and save harmless the City of Graham, its officers, agents, and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss, or injury of any kind, including environmental, which may arise as a result of the Contractor's sole negligence in performing, its agents or employees or as a result of, work performed pursuant to this Contract.

13. Relationship of Parties. Contractor shall be an independent contractor of the City, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Contractor be construed as an employee, agent, or principal of the City.
14. Restricted Companies List. Contractor represents that as of the date of this Contract, Contractor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor also represents that as of the date of this Contract, Contractor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
15. Anti-Nepotism. Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Graham City Council or of any member of the City's Administration, Human Resources, Information Technology, or Financial. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Contractor shall immediately disclose the family relationship in writing to the City Manager. Absent an applicable exception under state law and City policy, the existence of a family relationship covered by this Contract is grounds for immediate termination by the City without further financial liability to Contractor.
16. No assignment. Contractor shall not assign, subcontract, or otherwise transfer any interest in this contract without the prior written approval of the City.
17. Amendments in writing. This Contract may be amended only in writing and signed by both parties.
18. Governing law. North Carolina law will govern the interpretation and construction of the Contract.
19. Entire agreement. This Contract, including the purchase order, if any, used in connection herewith and any other document(s) expressly incorporated by reference as a part of this Contract, constitutes and expresses the entire agreement and understanding between the parties concerning its subject matter. This Contract supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this contract. To the extent there may be any conflict between the four corners of this Contract and other documents incorporated by reference herein, the terms of this Contract will control.
20. Attached Exhibits. The following documents, if any, are attached to this Contract and incorporated by reference herein:
 - a. Exhibit A: **Contract Documents**
21. Severability. If any provision of this Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.
22. Counterparts and execution. This Contract may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. The Parties agree that computer scanned and/or faxed signatures or copies of this Contract will have the same validity and force as an "original."
23. Authority to Enter Contract. The person(s) executing this Contract on behalf of Contractor have authority to do so as an official, binding act of Contractor.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first indicated above.

CITY OF GRAHAM

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____

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

FORM OF PERFORMANCE BOND

Date of Contract: _____
Date of Execution: _____
Name of Principal
(Contractor): _____
Name of Surety: _____
Contracting Body: _____
Amount of Bond: _____
Project: _____

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.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified 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.

Executed in _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: _____

Title: _____
(Corp. Sec. or Asst. Sec. only)

(Corporate Seal)

Contractor: (Trade or Corporate Name)

By: _____

Title: _____
(Owner, Partner, or Corp. Pres. Or Vice Pres. Only)

(Surety Company)

Witness:

By: _____

Title: _____
(Attorney in Fact)

Countersigned:

(Surety Corporate Seal)

(N.C. Licensed Resident Agent)

Name and Address-Surety Agency

Surety Company Name and N.C. Regional
or Branch Office Address