

**BID PROPOSAL AND SPECIFICATIONS**

**DUMPSTER SERVICES**

**RFP # 16-0357**

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**COUNTY COMMISSIONERS**

**BETH DAWSON, CHAIRMAN  
JONATHAN BARFIELD, JR., VICE-CHAIRMAN  
SKIP WATKINS  
WOODY WHITE  
ROB ZAPPLE**

**CHRIS COUDRIET, COUNTY MANAGER**



## **SECTION 1 - RFP INSTRUCTIONS AND SERVICE REQUIREMENTS**

### **1.1. Scope of Work**

This proposal is to secure a Contractor to provide dumpster service at County buildings and facilities See proposal page for varies locations and schedules in accordance with exhibit A.

### **1.2. Preparation of Proposal**

#### **1.2.1. Completion of Bid Form**

It is requested that your bid be on the bid proposal form contained in this bid package; however, failure to do so does not disqualify your bid. All prices and notations shall be written in ink or typed. Changes or corrections made on the Bid must be initialed by the individual signing the bid. No corrections will be permitted once bids have been opened.

#### **1.2.2. Deviations**

New Hanover County reserves the right to allow or disallow minor deviations or technicalities should the County deem it to be to the best interest of the County. New Hanover County shall be the sole judge of what is to be considered a minor deviation or technicality.

### **1.3. Submission of Proposal**

Submit your bid by **3:00 p.m., Thursday, June 9, 2016**, to the following address:

New Hanover County Environmental Management Dept.  
Attn: Kim Roane, Business Officer  
3002 U.S. Highway 421 N.  
Wilmington, NC 28401

**Bidders shall submit one (1) original and one (1) hard copy of the bid proposal.**

**All prices shall be in ink or typed. Bid form must be signed.**

### **1.4. Trade Secret Confidentiality**

This is an **RFP** and therefore, all proposals received by the deadline will remain confidential until the Award is made and a Purchase Order is issued by the County.

**After the award and issuance of the purchase order**, all proposals are considered public record and available for public inspection. According to General Statutes 132 - 1.2, trade secrets contained in a bid may be kept confidential if the bidder, at the time the bid is submitted, designates the secret and requests that it be kept confidential. This right of privacy will be construed as narrowly as possible to protect the interests of the contractor while attempting to maximize the availability of information to the public.

#### **1.5. Late Proposals**

Any bids received after the scheduled closing time for the receipt of bids will not be considered.

#### **1.6. Withdrawal of Bids**

Bidders may withdraw or withdraw and resubmit their bid at any time prior to the closing time for receipt of bids; however, no bid may be withdrawn after the scheduled closing time for receipt of bids for a period of sixty (60) days.

#### **1.7. Federal Taxes**

New Hanover County is exempt from and will not pay Federal Excise Taxes or Transportation Taxes.

#### **1.8. North Carolina Sales Tax**

If bidder is required to charge North Carolina sales tax on bidder's sales, bidder shall not include it as part of the bid price. County will pay North Carolina sales tax over and above bid prices when invoiced.

#### **1.9. Price**

Bidder shall guarantee the prices quoted against any increase for whatever delivery date is specified and contract period required.

Pricing must be complete as shown on the proposal, including all surcharges and additional fees, if any. The County will not pay any fees not clearly specified on the proposal.

#### **1.10. Responsibility of Compliance with Legal Requirements**

The bidder's products, service and facilities shall be in full compliance with any and all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether or not they are referred to in the bid documents.

#### **1.11. Addendum**

The bid package constitutes the entire set of bid instructions to the bidder. The County shall not be responsible for any other instructions, verbal or written, made by anyone. Any changes to the specifications will be in the form of an Addendum which will be posted on the NHC Finance Dept. website and emailed to all bidders who are listed with the Environmental Management Department as having received the bid package.

## **1.12. Compliance with Bid Requirements**

Failure to comply with these provisions or any other provisions of the General Statutes of North Carolina will result in rejection of bid.

### **1.12.1 E-Verify Compliance.**

Pursuant to Session Law 2014-418, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. County shall be provided affidavits attesting to Contractor's compliance. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

## **1.13. Right to Reject Bids**

The County reserves the right to reject any or all bids.

## **1.14. Fees**

All fees must be quoted in proposal. Any fee not quoted in proposal shall not be paid by the County.

## **1.15. Insurance Requirements**

Before commencing any work, the Contractor shall procure insurance in the contractor's name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed in this Agreement. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the contractor, its agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her. **Minimum Scope and Limits of Insurance are as shown within the attached draft contract.**

## **1.16. Award**

An award resulting from this RFP shall be awarded to the responsive and responsible Bidder whose proposal is determined to be most advantageous to the County taking into consideration price and other factors; however, the right is reserved to reject any and all proposals received and in all cases, the County will be the sole judge as to whether a bidder's proposal has or has not satisfactorily met the requirements of this RFP.

**COUNTY DUMPSTER SERVICES RFP#16-0357**

**Deadline for Receipt of Proposals: Thursday, June 9, 2016, 3:00 p.m.**

I certify that this bid is made without prior understanding, agreement or connection with any corporation firm, or person submitting a bid for the same services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**Required Attachments to Bid Proposal Form: (Failure to include these documents may result in your bid being disqualified).**

- 1. Cost Proposal (to include all pricing, surcharges and fees clearly stated);**
- 2. Any Exceptions to the Bid.**

The Bidder is:

- \_\_\_\_\_ An Individual
- \_\_\_\_\_ A Partnership
- \_\_\_\_\_ A Joint Venture consisting of: \_\_\_\_\_
- \_\_\_\_\_ A Corporation organized under the laws of the State  
of \_\_\_\_\_.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address: \_\_\_\_\_

**Cost Proposal**  
**New Hanover County Parks**

<b>NORTH DISTRICT</b>	<b>PERIOD March-November</b>	<b>MONTHLY RATE</b>	<b>PERIOD December-February</b>	<b>MONTHLY RATE</b>	<b>EXTRA DUMP</b>
<b>Ogden Park</b>					
Market Street Fields - Baseball	(1) 8 yard with 2 x week service		(1) yard with 1 x week service		
225 Ogden Park Drive	M/F preferred		M preferred		
Wilmington, NC 28403					
Opens daily @ 8AM					
<b>Gordon Rd Fields - Soccer/Football</b>	(1) 8 yard with 2 x week service		(1) 8 yard with 2 x week service		
615 Ogden Park Drive	M/F preferred		M/F preferred		
<b>Eaton Elementary Fields</b>	(1) 8 yard with 2 x week service		None		
6701 Gordon Road	M/F preferred				
(gravel lot of Ogden Park Drive)					
<b>Cape Fear Optimist</b>	(1) 8 yard with 2 x week service		(1) 8 yard with 1 x week service		
3222 N Kerr Avenue	M/F preferred		M preferred		
Wilmington, NC 28405					
<b>CENTRAL DISTRICT</b>					
<b>Hugh MacRae Park</b>	(3) 8 yard with 2 x week service		(2) 8 yard with 2 x week service		
314 Pine Grove Drive	M/F preferred		M/F preferred		
Wilmington, NC 28409					
Opens daily @ 8AM					
(parking lot at WPO Baseball)					
<b>SOUTH DISTRICT</b>					
<b>Veterans Park</b>	(3) 8 yard with 2 x week service		(2) 8 yard with 2 x week service		
835 Halyburton Memorial Parkway	M/F preferred		M/F preferred		
Wilmington, NC 28403					
Accessible 24/7 (near water tower)					
<b>Cape Fear Regional Soccerplex</b>	(1) 8 yard with 1 x week service		(1) 8 yard with 1 x week service		
205 Sutton Steam Plant Road	(6) 96RECY 1 x week service		(6) 96RECY 1 x week service		

NORTH CAROLINA

**AGREEMENT**

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between **NEW HANOVER COUNTY**, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and \_\_\_\_\_, hereinafter referred to as "Contractor."

**WITNESSETH:**

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

1. Scope of Services. Contractor shall provide dumpster services at various County builders and facilities as more fully described in the RFP, Contractor's Proposal, and scope of work, attached hereto as Exhibit "A" and fully incorporated herein by reference.

2. Time of Performance. The Contractor shall begin work or services on Notice to Proceed and shall continue all work or services until June 30, 2018. The parties may by written agreement renew this Agreement for two (2) additional one (1) year periods upon the same terms and conditions as set forth herein.

3. Payment. County hereby agrees to pay for the cost of this Contract not to exceed a sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars. Payment is contingent upon a final County inspection and acceptance of work or services.

4. Extra Work. County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Amendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. Indemnity. Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of Contract or personal injuries or death or on account of property damages arising out of or relating to the work

or services to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, its agents, employees and subcontractors.

6. Insurance. Before commencing any work or services, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. Minimum Scope and Limits of Insurance

7.1 Commercial General Liability

7.1.1 Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work or services, or the general aggregate shall be twice the required limit.

7.1.2 CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

7.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.

7.1.4 Contractor's CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or

self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

7.2 Workers' Compensation and Employer's Liability

7.2.1 Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

7.2.2 The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.

7.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work or services performed by Contractor for County.

7.3 Business Auto Liability

7.3.1 Contractor shall maintain Business or Personal Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance.

7.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

7.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4 Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

7.4 Deductibles and Self-Insured Retentions

7.4.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall

reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, agents, or employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.

7.4.2 Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, regardless of whether County is an insured under the policy.

7.5 Miscellaneous Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

7.5.1 Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County its officers, officials, agents, and employees.

7.5.2 Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

7.5.3 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.6 Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

7.7 Evidence of Insurance

7.7.1 Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.7.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.

7.7.3 With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such

coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.8 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors' coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.9 Conditions

7.9.1 The insurance required for this Contract must be on forms acceptable to County.

7.9.2 Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.9.3 Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this Contract and shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

7.9.4 Contractor shall promptly notify New Hanover County Environmental Management and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.9.5 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

7.9.6 Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7.9.7 By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor

and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

7.9.8 If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

7.9.9 Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.9.10 County shall have the right, but not the obligation of prohibiting Contractor or any subcontractor from entering the work or service area or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.

8. Independent Contractor. The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. Default and Termination. If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract, or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of

termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. Termination for Convenience. County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. Non-appropriation. All funds for payment by County under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners for the services provided under the Contract, County will terminate the Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Professional on ten (10) business days' prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. Non-waiver of Rights. The parties mutually agree that either party's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

13. Conflict of Interest. No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. Subcontracts. The Contractor shall utilize no subcontractors for carrying out the services to be performed under this Contract without the written approval of the County.

15. Entire Contract. This Contract constitutes the entire understanding of the parties.

16. Binding Effect. This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

17. Further Actions. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Contract.

18. Severability. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

19. Inclusive Terms. Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

20. Governing Law. All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

21. E-Verify Compliance. Pursuant to S.L. 2015-294, Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.

22. Iran Divestment Act of 2016 Compliance Pursuant to N.C.G.S. 147-86.55 et. seq. The Act requires that the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any contractor or subcontractor found on the State Treasurer's Final Divestment List. Contractor certifies that it or its subcontractors are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-85.60. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address [www.nctreasurer.com/Iran](http://www.nctreasurer.com/Iran) and will be updated every 180 days.

23. Notices. All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

**To County:**

Acct#70080200 700000

Req. \_\_\_\_\_

New Hanover County Environmental Management  
Attn: Kim Roane, Business Officer  
3002 U.S. Hwy. 421. North  
Wilmington, NC 28401

**To Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

24. Assignability. The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

25. Contract Under Seal. The parties hereto expressly agree to create a Contract under seal.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.

[SEAL]

NEW HANOVER COUNTY

\_\_\_\_\_  
\_\_\_\_\_ County Manager

ATTEST:

\_\_\_\_\_  
Clerk to the Board

[SEAL]

CONTRACTOR

\_\_\_\_\_  
President (Seal)

ATTEST:

\_\_\_\_\_  
Secretary

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

Approved as to form:

\_\_\_\_\_  
County Finance Director

\_\_\_\_\_  
County Attorney

STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that Teresa P. Elmore acknowledged that she is Clerk to the Board of Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its \_\_\_\_\_ County Manager, sealed with its corporate seal and attested by herself as its Clerk.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_

\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public of the State and County aforesaid, certify that \_\_\_\_\_ came before me this day and acknowledged that (s)he is Secretary of \_\_\_\_\_ an \_\_\_\_\_, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President and sealed with its corporate seal.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_