

REQUEST FOR PROPOSAL
Purchasing Department

Town of Mooresville
Recycling Services
RFP 010-12-0009
Issued December 2, 2010



Proposals Required by
December 14th, 2010
3:00 PM

Town of Mooresville
Town Hall
413 N. Main St
Mooresville, North Carolina 28115



Introduction And Bid Notice

To Interested Firms:

The Town of Mooresville (Town) is soliciting written proposals from qualified Bidders to perform curbside collection of recyclable materials. The collection may include newsprint with inserts, brown, clear and green glass containers, aluminum beverage containers, steel cans, plastic bottles, corrugated cardboard, magazines, office papers, and residential mixed paper (office papers, junk mail, catalogs and paper board such as cereal/food boxes) from single-family residents in the Town. The collection list may be modified from time to time based on industry direction and acceptance of materials.

This request for proposals (RFP) defines the service standards, specifications and proposal requirements of the curbside residential recycling collection program for the Town. The Town seeks to enter into a collection and reclamation contract with a company that has the resources and ability to provide curbside residential recyclable materials collection services for the area inside the Town limits. Copies of this bid package may be obtained from:

Town of Mooresville
Attention: David Whitaker
413 North Main St
Mooresville, NC 28115
Email: dwhitaker@ci.mooresville.nc.us
Phone: 704.662.8534

It is the intent of the Town of Mooresville to accept and evaluate proposals for residential recycling services including collection, processing, and marketing. The goals of the Town are to maximize the fullest recovery possible of recyclable materials from all residents in the Town and to achieve the most cost-effective solution. The Town encourages Bidders to submit their best proposal possible.

All addenda to this RFP will be sent to those whom the RFP was sent. The Town of Mooresville reserves the right to award this contract in part or whole, and in the best interest of the Town. The right is also reserved to accept or reject any or all proposals. All submittals become the exclusive property of the Town of Mooresville.

Written proposals must be submitted in accordance with the bid package requirements in a sealed envelope and marked as required. Proposals will be accepted until 3:00 PM, Tuesday, December 14, 2010.

INSTRUCTIONS TO BIDDERS

CURBSIDE RECYCLING

1. **Receipt and Opening of Proposals**

The Town of Mooresville, will receive Proposals on the forms attached hereto, for Curbside Recycling. Proposals will be received December 14th, 2010 until 3:00 PM local time in the Room 2001, Mooresville Town Hall, 413 North Main St., Mooresville, NC and publicly opened and read aloud on the aforesaid date. The envelope containing the Proposals must be sealed and addressed to the Town of Mooresville, and plainly marked "Proposal for Curbside Recycling." Any proposal received after the date and time specified will not be accepted or considered. Proposals may be submitted prior to the bid opening date as provided in the advertisement section preceding these instructions to bidders.

2. **Preparation of the Proposal**

All proposals shall be made on the Request for Proposal Form attached hereto and shall give the amounts bid for work in both words and figures and must be signed by the Bidder. Additional copies of the Proposal Form may be obtained from the Town. All blank spaces in each proposal Form together with appropriate schedules must be completed in full. It should be noted that two (2) separate proposals are requested from this solicitation. One proposal is to contract for the collection of residentially generated recyclables for the entire town based upon house count; the second proposal is to provide the service as specified with the bidder contracting directly with the homeowners who chose to participate on a subscription basis.

If a unit price or a lump sum already entered by the Bidder on the Proposal Form is to be altered, it shall be crossed out with ink and the new unit price or lump sum bid entered above or below it and initialed by the Bidder in ink. Any Proposal may be withdrawn prior to the above-scheduled time for the opening of Proposals or authorized postponement thereof.

3. **Evidence of Insurance**

A certificate of insurance evidencing the coverage set forth in Section 11.00 of the General Specifications must also accompany each Proposal.

4. **Security for Performance**

The successful Bidder may be required to furnish a performance bond as security for the faithful performance of this Contract at a later date. Said performance

bond must be in the amount indicated in Section 12.00 of the General Specifications, and in accordance with N.C. General Statute 44A-33. The Bidder shall pay premium for the bonds described above. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of North Carolina.

5. **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.

6. **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.

7. **Conditions**

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

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

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

Except with respect to events or conditions that are not discoverable, the Bidder shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the Town.

The Bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

8. **Addenda and Explanations**

Any corrections or errors found in the specifications or contract must be submitted in writing and mailed to the attention of the Purchasing 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 whomsoever made shall be of any effect unless incorporated in the addenda.

9. **Name, Address and Legal Status of the Bidder**

The Proposal must be properly signed in ink and the address of the Bidder given. The legal status of the Bidder, whether corporation, partnership, or individual, shall also be stated in the Proposal.

A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Bidder shall give full names of all partners. Partnership and individual Bidders will be required to state in the Proposal the names of all persons interested therein.

The place of residence of each Bidder, or the office address in the case of a firm or company, with county and state and telephone number shall be provided.

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

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

10. **Competency of Bidder**

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

The Town requires submission of the following supporting data regarding the qualifications of the Bidder in order to determine whether he is a qualified, responsible Bidder. The Bidder will be required to furnish with the bid submittal, the following information:

- (a) An itemized list of the Bidder's equipment proposed for use within the performance of the Contract.
- (b) Evidence that the Bidder is in good standing under the laws of the State of North Carolina and, in the case of corporations organized under the laws of any other State, evidence that the Bidder is licensed to do business and in good standing under the laws of the State of North Carolina or a sworn statement that it will

take all necessary action to become so licensed if its Proposal is accepted.

- (c) Evidence, in form and substance satisfactory to Town, that Bidder (or Bidder's subsidiaries or affiliates) has been in existence as a going concern for in excess of five (5) years and possesses not less than two (2) years actual operating experience as a going concern in recyclable materials collection and marketing and operating a facility for processing of recyclable materials.
- (d) Bidder shall provide Town 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.
- (e) The Bidder shall provide The Town of Mooresville with a list of cities and/or counties that his company currently provides recycling services. This list shall include contacts and telephone numbers.
- (f) The bidders shall provide as part of the bid a copy of any suggested contract document including all terms and conditions the firm wants considered as part of any contract awarded. Examples from other NC cities are acceptable.

The Bidder may satisfy any or all of the experience and qualification requirements of this Paragraph 10 by submitting the experience and qualifications of its Parent Corporation and subsidiaries of the Parent.

11. **Disqualification of Bidders**

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 Bidder and the rejection of its Proposal:

- (a) Evidence of collusion among Bidders.
- (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.

12. **Quantities**

The Town of Mooresville estimates that the number of Residential Units to be initially serviced under the Contract is approximately 10,000.

The Town makes no representation as to the reliability of its estimate for Residential Units. These numbers are representative of existing residential solid waste collection counts. It is expected that Town will experience significant

growth in the next 2-5 years and the number of collections is expected to expand proportionally.

13. **Method of Award**

The Town reserves the right to accept 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 Town. The Town intends that the Contract shall be awarded as expeditiously as possible following the date that Proposals are publicly opened and read.

The contract shall be awarded to the lowest responsible bidder, taking into consideration quality, performance, and the time specified in the bids for performance of the contract [NCGS. 143-129]

Additionally bids will be evaluated for at least the following:

- Technical soundness of the ideas proposed
- Qualifications of candidate in terms of demonstrated experience with similar work, financial stability, capabilities of person assigned to project, evaluation of Bidder by his/her other clients, and capability to implement service.
- Accuracy of response to the request for proposal.

END OF SECTION

**General Specifications for
Curbside Collection of Recyclables
Town of Mooresville**

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1.00 Definitions

- 1.01 **Town** - Town of Mooresville, NC A municipal corporation in the state of North Carolina.
- 1.02 **Recyclables** – Newsprint with inserts, brown, clear and green glass containers, aluminum beverage containers, steel cans, plastic bottles, corrugated cardboard, magazines, office papers, residential mixed paper (office paper, junk mail, catalogs and paper board such as cereal/food boxes) and other agreed on materials.
- 1.03 **Recyclable Processor** - A processor of Recyclable Materials delivered by Collection Bidder.
- 1.04 **Recycling Container** - A receptacle designed for the purpose of curbside collection of Recyclable Materials. The receptacle shall be 96 gallon, wheeled, complete with handle and attached lid. If the Bidder elects to experiment with a newly designed type of recycling receptacle, the Town has the right to accept or reject.
- 1.05 **Contract Documents** - the Request for Proposals, Instructions to Bidders, Bidder's Proposal, General Specifications, the Contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the Town and the Bidder.
- 1.06 **Bidder** - The person, corporation or partnership awarded the contract and performing Recyclable Materials collection and delivery under this Contract.
- 1.07 **Recycling Collection Services** - Those services to be performed by the Bidder as follows: (a) the collection of Recyclable Materials from areas specifically designated by the Town (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 and reporting accurate and thorough records of the amount of materials collected.
- 1.08 **Residential Unit** -A residential unit shall be all single-family homes, residential complexes of seven or fewer units. This includes only those homes which receive residential garbage service, not commercial cart or dumpster service. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

2.00 Scope of Work

2.01 **General**

A. The Bidder will provide the following services for either bid award scenario:

- 1. Collect and remove all recyclables every other week (regardless of weather conditions, unless negotiated between the Town and the Bidder for specific instances in which lives and property would be endangered by collection) from all

- single family homes, contiguous small businesses, and all residential complexes of seven or fewer units. This includes only those homes and contiguous small businesses which receive individual, Town provided, residential garbage service, not dumpster service with minor exceptions;
2. Recyclable materials to be collected will include but not necessarily be limited to: newsprint with inserts, brown, clear and green glass containers, aluminum beverage containers, steel cans, plastic bottles corrugated cardboard, magazines, office papers, residential mixed paper (office papers, junk mail, catalogs and paperboard such as cereal/food boxes). Proposals may include collection of additional materials. If there are additional costs associated with collection of more materials, they can be submitted as an addendum to this proposal. They would then be subject to negotiation between the Town and the Bidder. If the Bidder believes that the inclusion of additional materials in the original proposal can still be cost-competitive with others, the inclusion of these additional materials as part of the bid will be considered favorably but not at the expense of added cost to the Town;
 3. Transport the recovered recyclable materials to a central processing site and retain responsibility for brokering these materials to their respective markets;
 4. Furnish at its own cost, all of the labor and associated costs including roll out cart, required to perform the operation of curbside collection;
 5. The Bidder will be required to respond within 24 hours following any substantial complaint about curbside collection of recyclable materials, including returning on the next working day. The Bidder shall also provide the following to The Town of Mooresville.
 - a. Telephone numbers for complaint calls and explanation of how these calls will be handled. The phone numbers will be included by The Town of Mooresville with all public information furnished to participants in the recycling program; and
 - b. A monthly record of complaint calls and the resolution of each.

Response does not necessarily mean pick-up of recyclables if it can be shown that the recyclables were set out after the prescribed pick up time or if it can be proven that the wrong materials were set out and left; but, recyclables were collected. Customer is to receive from recycling collector a written notification of improper setout with recycling container. The forms for notification are to be provided by the Bidder and approved by the Town prior to printing for use.

6. The successful Bidder shall provide a new roll-out cart to all users on the program under both proposal scenarios. Carts shall be 96 gallon minimum. The Bidder shall provide a cart with sufficient storage to handle recyclable materials on an every other week collection basis. A resident may request a second cart if needed. The Town of Mooresville shall reserve the right to approve all such containers prior to being placed into service.

7. Public Awareness Program: Prior to as well as on-going during recycling collection, a Public Awareness and Education Program will be conducted by the bidder with the assistance of The Town of Mooresville to promote the Town's recycling program. The program will use the media as well as the Town's mailing programs. It is expected that the recycling Bidder will work closely and meet frequently with the Town's Solid Waste Department and Public Information Office regarding program operation and the Bidder's public awareness program. Regular meetings will be conducted, at least quarterly for the 1st year and semi-annually thereafter, between the Bidder and the Town. They are essential to insure the success of the recycling program. Bidder's drivers shall maintain a supply of recycling brochures and schedules for distribution to residents. Schedules shall be provided to each customer on an annual basis.
8. The Town will provide the following services:
 1. The Town of Mooresville will be responsible for monitoring the Bidder to ensure specified services are being performed;
 2. The Town shall promote the program and provide educational materials to residents;
 3. The Town will follow-up with the contractor on any complaint calls coming into Town offices about service.
9. Storms and Other Disasters - In case of a storm, flood, hurricane or other disaster or other Acts of God, the Town shall grant the Bidder reasonable variance from regular schedules and routes. In case of a storm or other disaster or other acts of God where it is necessary for the Bidder to perform services beyond the scope of this Contract, the Bidder and the Town shall negotiate the amounts to be paid to the Bidder.
10. Force Majeure - From and after the date of this Agreement, the Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes may include, by way of example and not limitation, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; judicial, administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue or grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements, labor strike, lockout or injunction.

3.00 Type of Collection

- 3.01 Service Provided - Bidder shall provide curbside collection service for the collection of Recyclable Materials for each

unit every other week of each year in accordance with the existing Town schedule for household refuse collection.

- 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 Town 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.

4.00 Operation

- 4.01 Hours of Operating - Collection of Recyclable Materials shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the Town and successful Bidder, or when necessary in order to complete collection on an existing collection route due to unusual circumstances.

- 4.2 Routes of Collection - Collection routes shall be consistent with and follow collection routes established by the Town of Mooresville. Bidder shall publish at its expense, upon contract implementation, a map and calendar schedule for all collection routes in one or more of the local papers. The maps shall also be posted on the Town's website. The published map shall be of such size to clearly show all pertinent information and shall be published a minimum of 4 separate days. The collection schedule/calendar shall be published and distributed annually.

- 4.03 Holidays - The following shall be holidays for purposes of this Contract:

New Year's Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Bidder may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday. The

contractor must adequately notify each customer if changes are made in the above schedule.

- 4.04 Complaints - All complaints shall be made directly to the Bidder and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Bidder shall investigate and respond by 5 pm of the next day and, if such allegations are verified, shall arrange for the collection of the commodities not collected within 24 hours after the complaint is received.
- 4.05 Collection Equipment - The Bidder 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. Each collection vehicle shall be equipped with the following:
- a. Two-way communications device.
 - b. Approved First aid kit.
 - c. An approved 2A10BC Dry Chemical Fire Extinguisher.
 - d. Warning flashers.
 - e. Warning alarms to indicate movement in reverse.
 - f. Signs on the rear of the vehicle that states **“This Vehicle Makes Frequent Stops”**.
 - g. A broom and shovel for cleaning up spills.

All of the required equipment must be in proper working order. All vehicles must be maintained in proper working order and be as clean and free from odors as possible. All vehicles must be clearly identified on both sides with Contractor’s name and telephone number.

- 4.06 Office - The Bidder shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 7 am to 5 pm on regular collection days. In addition the route Supervisor shall have a cellular phone, and shall be responsive to complaints or inquiries from Town personnel responsible for maintaining the contract.
- 4.07 Hauling - All Commodities hauled by the Bidder shall be so contained, tied or enclosed so that leaking, spilling or blowing is prevented.
- 4.08 Delivery - All Commodities collected for delivery and sale by the

Bidder shall be hauled to a Commodity Buyer and reclaimed properly pursuant to the Contract Documents. The charge for delivery to the Commodity Buyer shall be included in the rate set forth in the Proposal for each unit serviced by the Bidder. The Bidder will be responsible for the final disposal of all commodities collected.

- 4.09 Notification - The Bidder shall notify all customers about complaint procedures, sorting, preparing for collection, regulations, and day(s) for scheduled Recyclable Materials collection. The Bidder shall also inform the public of any condition and form required of materials to be collected.
- 4.10 Point of Contact – The successful bidder will provide a POC that will coordinate and be responsible for all contracted activities as required by the contract.

5.00 Compliance with Laws

The Bidder shall conduct operations under this contract in compliance with all applicable laws, the General Specifications and all Town ordinances.

6.00 Effective Date

This Contract shall be effective upon execution and collection performance of such Contract shall begin 60 days after execution or before.

7.00 Nondiscrimination

The Bidder shall not discriminate against any person because of race, sex, age creed, color, religion or national origin.

8.00 Indemnity

The Bidder will indemnify and save harmless the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees to the extent resulting from a willful or negligent act or omission of the Bidder, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Bidder shall not be liable for any suits, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the Town, its officers, agents, servants and employees. In the event the Town is named as party defendant in any action against Bidder, Bidder shall

provide the necessary legal defense of Town, it's officials, agents, servants, and employees.

9.00 Licenses and Taxes

The Bidder shall obtain all licenses and permits (other than the license and permit granted by the Contract).

10.00 Term

The initial term of the Contract will be for Sixty (60) months assuming funds are appropriated annually and the performance of the Bidder is satisfactory (per N.C. General Statutes 160A-17). This contract may be extended and/or expanded annually thereafter assuming that the project is successful. After the initial term the Agreement may be mutually extended for two additional two (2) year terms at the conclusion of the extended term unless one party gives the other at least six (6) month prior written notice of its desire to terminate the Agreement at the conclusion of the then current term.

11.00 Insurance

The Bidder shall at all times during the Contract maintain in full force and effect Employee's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 8.00. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Bidder agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The Town 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 Bidder 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	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 aggregate
Automobile Property Damage Liability	\$1,000,000 each occurrence
Environmental Impairment Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Excess Umbrella Liability	\$2,000,000 each occurrence

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

12.00 Bond

12.01 Performance Bond

- (a) If a Performance Bond is required; the amount of one hundred (100%) of the first year contract price is required 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 at the bid opening.
- (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 13.02.
- (c) The surety on the bond shall be a duly authorized corporate Surety Company authorized to do business in the State of North Carolina.

12.02 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.

13.00 Basis and Method of Payment

13.01 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 13.02.
- (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 13.02.

13.02 Modification to Rates

- (a) The fees or compensation payable to the Bidder for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect the percentage change in the cost of doing business, 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.
- (b) In addition to the foregoing, the fees which may be charged by the Bidder shall be increased or decreased, as the case may be, to reflect increases or decreases in the number and type of Commodities that the Bidder is required to collect. The Town will make a determination of which materials will be included in the Program. If during the contract either party desires to add or delete a material from the program (due to changes to market availability, low participation, etc.) the party may make a written request to the other party and the material may be added or deleted if mutually agreed to by both parties.

13.03 Bidder Billings to Town - The Bidder shall bill the Town for

service rendered on or about the 25th of the month and the Town shall pay the Bidder 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. The Town of Mooresville Solid Waste Department Director and Bidder shall mutually make a verification and agreement of numbers of households billed on a quarterly basis.

13.04 Documentation - The recycling Bidder will be required to keep records and submit reports to comply with the Town's reporting requirements. These reports will serve as a means to apprise the Town's staff of the status of recycling activities and expenditures. The Bidder will also be required to provide certifiable, accurate monthly weight receipts for all materials collected in the program and brokered by the Bidder. 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 recycling Bidder 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) Approximate total lbs/unit/month recyclables collected;
 - (b) Resident participation rates in terms of bi-weekly set-out counts with a description of methods used to determine these rates. and
 - (c) List of all customer complaints including name, address, date, nature of complaint and how resolved;

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

14.00 Transferability of Contract

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Bidder without the express written consent of the Town.

15.00 Recycling Contract

Except for individual homeowners and charitable organizations that desire to collect and dispose of recyclable materials, the Bidder shall have the sole license and privilege to provide Recyclable Materials collection and delivery services within the corporate limits of the Town. The Town agrees to take such steps reasonably necessary to protect Bidder's ownership of all recyclable materials placed in the recycling containers for collection.

16.00 Regulations

The Bidder 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 Bidder, its employees, agents or sub Bidders if any, with respect to safety or the work and services described herein.

Questions concerning this solicitation should be directed in writing (email is acceptable) to:

Town of Mooresville
Attention: Purchasing Director; David Whitaker
413 North Main St
Mooresville, NC 28115
Email: dwhitaker@ci.mooresville.nc.us
Phone: 704.662.8534

Proposals for Recycling Program Operation Town of Mooresville

Bidders

Name: _____

Proposal #1-Contracting for collection of residentially generated recyclables for the entire town, based upon house count.

The successful bidder would provide and deliver a 96 gallon rollout container for single stream recyclables to each of approximately 10,000 residential units. The Town and the successful bidder would mutually agree upon the exact count prior to program commencement. The recyclables will be collected every other week but on the same day of the week as the Town's trash collection service. The successful bidder would transport the recyclables to a market of their choosing and retain any revenues which may be generated from the sale of the recyclables. The bidder would invoice the Town on a monthly basis for payment. The bidder would also provide monthly data on tonnages of recyclables collected from the Town. The Town and the bidder would agree on mechanisms to communicate and resolve service issues such as missed collections, blocked access to containers, etc. Contract length would be anticipated to be 5 years with renewal options upon agreement of both parties.

Cost per unit/month \$ _____

Above Amount Written

Yearly Lump Sum

10,000 units x \$ _____/month x 12 months = \$ _____

Above Amount Written

Proposal #2-Collection of residentially generated recyclables on a subscription basis.

The successful bidder would contract directly with the homeowner who chooses to participate in the recycling program. The successful bidder would offer the same bi-weekly collection of single stream recyclables as outlined in Proposal #1 (above). The successful bidder would provide the 96 gallon rollout and invoice the customer directly. Due to the routing challenges of subscription service the successful bidder would be able to collect recyclables on any day of the week he desires. Monthly recycling tonnage data would still be reported to the Town. The successful bidder may utilize any market desired and keep any revenues derived from the sale of material.

The impetus for the Town behind Proposal #2 is to act as an agent for its customers to secure favorable pricing for recyclables collection due to the high anticipated volume of participating customers for the successful vendor. Mooresville has conducted a pilot program since 2008 in a section of town comprised of both established neighborhoods and new housing complexes. Participation levels in the program range from 60 to 70%. Many of Mooresville's residents have relocated from areas where curbside recycling was available and surveys conducted by the Town have indicated that over 60% would be willing to pay for recycling. Under this scenario the Town would likely not guarantee any number of participants and an open market would remain for other Vendors to contract directly with residents for this service. The Town would however utilize its various outlets to inform residents of the specifics of the successful bidders program resulting from this process.

Cost per unit/month \$ _____

Above Amount Written

Yearly Lump Sum

10,000 units x \$ _____/month x 12 months = \$ _____

Above Amount
Written _____

Bidders Name _____

Bids by corporations shall be executed hereon below:

This the ____ day of _____, 2007

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

This the ____ day of _____, 2007.

Company Name: _____

Address: _____

State License No.: _____

Executed By: _____

Title: _____

Attest: _____

My Commission Expires: _____, 20__.

Notary Public Seal

Bids by Partnerships shall be executed hereon below:

This the _____ day of _____, 2007.

Partnership Name: _____

Address: _____

Executed By: _____

(Partner)

Title: _____

Attest: _____

My Commission Expires: _____, 20 ____

Notary Public Seal

Names of All Other Partners:

END OF BID FORM