

REQUEST FOR PROPOSALS
RESIDENTIAL RECYCLING COLLECTION SERVICES
RFP #269-2009-117



**CITY OF CHARLOTTE,
NORTH CAROLINA**

APRIL 30, 2009

REQUEST FOR PROPOSALS

RFP #269-2009-117

RESIDENTIAL RECYCLING COLLECTION SERVICES

April 30, 2009

Dear Service Providers:

The City of Charlotte is now accepting Proposals for Residential Recycling Collection Services for removal from all Residential homes located in the City of Charlotte, North Carolina as directed by the City SWS.

The requirements for submitting a Proposal are stated in the attached Request for Proposal (the "RFP"). Please review them carefully.

A pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the Project, will be held on **May 28, 2009 at 1:30 PM EST**, at the Charlotte-Mecklenburg Government Center, Procurement Services Division, 9th floor large conference room, 600 East Fourth Street, Charlotte, North Carolina 28202. Please bring a copy of the RFP with you at that time.

All Proposals are due to the City's Procurement Services Division, 9th Floor, CMGC Building, 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **July 17, 2009 at 2:00 PM EST**. One (1) original, nine (9) copies of your Proposal response and one (1) copy on a CD should be submitted in a sealed opaque envelope or box plainly marked with the Proposal number and service as follows:

Request for Proposals

Attention: Billy Belcher

Name of Company Submitting Proposal

Solid Waste Services – Residential Recycling Collection Services

RFP #269-2009-117

If you require a copy of the RFP in Microsoft Word format please e-mail Billy Belcher at bbelcher@ci.charlotte.nc.us with this request.

Sincerely,

Kay Elmore
Procurement Services Director

cc:	Victoria Garland	Solid Waste Services
	Gerry Gorbey	Solid Waste Services
	Brian Garrett	Solid Waste Services
	Mujeeb Shah-Khan	Office of the City Attorney
	Greg McDowell	Internal Audit
	Andy Jackson	Small Business Opportunity (SBO) Program
	RFP Evaluation Team	

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Section 8 Exhibits (See this Section for direction to download the following Exhibits).

8. EXHIBITS

EXHIBIT A – Service Locations and Type

EXHIBIT B – Service Map

EXHIBIT C – City of Charlotte Residential Tonnage Historical Data

EXHIBIT D – City of Charlotte Solid Waste Ordinance

EXHIBIT E – Interlocal Agreement – Disposal Facility

EXHIBIT F – Traffic Control Guidelines

EXHIBIT G – Physical Disability Service Locations and Type

1. INTRODUCTION.

1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the City to determine which Service Provider and proposed solution will best meet the City's needs. The purpose and intent of this RFP is to establish a Contract with a qualified Company who shall furnish all labor, equipment, materials, tools, insurance, supervision and all other items necessary and specified to delivery of all Residential Recycling Collection Services to the City of Charlotte.

1.2. Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

Annexed Area: Refers to any area, contiguous to the Contract Area that is added to the boundaries of the City of Charlotte by any method of annexation.

Annual Contract Sum: Refers to the total annual Proposal amount for Residential Recycling Collection Services (Curbside Recycling Collection and Backyard Recycling Collection) calculated using the current number of Units in the Contract Area.

The formula for the Annual Contract Sum is as follows:

Monthly Unit Price for Curbside Recycling Collection X
total Curbside Recycling Collection Units

+

Monthly Unit Price for Backyard Recycling Collection X
Backyard Recycling Collection Units

= Monthly contract sum

Monthly contract sum X 12 months = Annual Contract
Sum

*Backyard Recycling
Collection:*

Refers to Services to **Exhibit G-Physical Disability
Service Locations** where the Service Provider shall
get the Recyclable Container and bring to the curb and
empty and then roll container back to the area of
pickup for that Customer on the list.

Bi-Weekly:

Refers to every other week.

City:

Refers to the City of Charlotte, North Carolina.

Collection Schedule:

Refers to the defined days of Residential Recycling
Collection Services as authorized by the City's Solid
Waste Services (SWS) Key Business Unit (KBU).

Company:

Refers to a Service Provider that has been selected by
the City to provide the Services required by this RFP.

Contamination:

Refers to materials collected that are not defined as
Recyclables.

Section 1 Introduction

<i>Contract:</i>	Refers to an executed agreement signed both the City and Service Provider.
<i>Contract Area:</i>	Refers to the area(s) of the City, including any Annexed Areas, within which Services will be provided by the Service Provider, during the term of the Contract and any extensions, if granted.
<i>Contract Monitor:</i>	Refers to the City employee(s) who observes the operation of the Service Provider's Residential Recycling Collection Services to ensure that such Services are performed in compliance with the Contract and City Code.
<i>Curbside Recycling Collection:</i>	Refers to Services to households where the Customer is responsible for setting out their Recyclable Container on the authorized day of Service.
<i>Customer:</i>	Refers to the recipient of Residential Recycling Collection Services.
<i>Daily Equipment List:</i>	Refers to the vehicle listing issued by the Service Provider on each day of Service which identifies any and all operating vehicles owned and/or operated by the Service Provider that are assigned to the Contract. The list denotes the operating status and assignment of each piece of equipment for a specific day of Service.
<i>Designated Disposal Facility:</i>	Refers to the facility or facilities to which all Recyclables collected under the Contract must be delivered.
<i>Designated Non-Residential Location:</i>	Refers to a non-residential location in the Contract Area that receives Residential Recycling Collection Services by the Company. Each Designated Non-residential Location shall be counted as one (1) Unit.
<i>Effective Date:</i>	Refers to the date found on the first page of the awarded Contract as the date that the Contract between the City and the Company is in effect.
<i>Evaluation Committee:</i>	Refers to a committee, as appointed by the City, responsible for determining the best Service Provider for the Services described in this RFP.
<i>Excessive Missed Collections:</i>	Refers to the condition that exists when, in any four (4) calendar month period, the Company has incurred the number of Uncured Missed Collections, to where a Trigger Event takes place three (3) or more times during a four (4) calendar month period. Only one (1) Trigger Event per calendar month shall be counted for

purposes of determining if the Company has incurred Excessive Missed Collections.

*Extraordinary
Circumstances:*

Defined as a significant event or condition(s) that result in excessive amount of Recyclables as determined by the SWS KBE or SWS designee.

Hazardous Waste:

Refers to Hazardous Waste, which is defined as published in the North Carolina Hazardous Waste Management Law adopted from the Federal Environmental Protection Agency. Hazardous Waste is potentially dangerous by-products of our highly industrialized society, which cannot be handled, treated, or disposed of without special precautions. Hazardous Waste includes, but is not limited to, ignitable, corrosive, reactive, and toxic wastes such as acetone, gasoline and industrial alcohols, alkaline cleaners, acids, cyanide and chlorine, arsenic, pesticide wastes, paint, caustics, infected materials, offal, fecal matter (human and animal) and explosive.

Incomplete Route:

Refers to a collection route where Services have not been completed on the scheduled collection day.

Master Equipment List:

Refers to a roster of all authorized equipment assigned to the Contract Area that is owned and/or operated by the Company.

Missed Collection:

Refers to properly prepared Recyclables not picked up on the scheduled collection day.

Participation Rate:

Refers to the percentage of total Units in a defined area that place Recyclables at the curb for collection at least once over a pre-determined period of time. To measure this statistic it is necessary to distinguish irregular Set-Out patterns of individual Units (or addresses) over the pre-determined period of time to account for their participation without magnifying the count of Units that Set-Out on a regular basis.

Project:

Refers to the procurement process to choose a Service Provider to perform Residential Recycling Collection Services for the City.

Proposal:

Refers to the Proposal submitted by a Service Provider for the Services as outlined in this RFP.

Recyclable(s):

Refers to cardboard, paper/paper products, glass, plastic, aluminum, bi-metal, steel, tin, and other items determined to be Recyclable by the City.

Section 1 Introduction

<i>Recyclable Container:</i>	Refers to the container identified, designated and authorized by the City solely for the purpose of collecting Recyclables.
<i>Recycling Bin:</i>	Refers to the fourteen (14) or eighteen (18) gallon bin, which is obsolete for Residential recycling collection when the new Services begin July 1, 2010.
<i>Refuse:</i>	Refers to garbage that is not deemed to be radioactive, volatile, corrosive, highly flammable, infectious, and bio-hazardous or Hazardous Waste (as defined by applicable state, federal and local laws or regulations).
<i>Service Location:</i>	Refers to Residential locations listed in Section 8, Exhibit A.
<i>Services:</i>	Refers to all Residential Recycling Collection Services as identified in this RFP.
<i>Service Provider:</i>	Refers to a Company that has an interest and the ability to provide the Services required by this RFP.
<i>Set Out Rate:</i>	Refers to the percentage of total Units in a defined area that place Recyclables at the curb for collection on a single collection day, irrespective of the specific Units (or addresses) that are setting out.
<i>Single-Stream Recycling:</i>	Refers to collection of all Recyclables co-mingled and doesn't require the Service Provider to sort any Recyclables.
<i>Solid Waste:</i>	Refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HDPE), newspapers and inserts, spiral paper, cans, and other Solid Waste including Yard Waste. Solid Waste shall not include discarded building materials, trees, brush and other materials resulting from the activities of building Service Providers, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.
<i>Staff:</i>	The term "Staff" shall refer to all employees of the Company who perform Services for the City.
<i>Standing Route:</i>	Refers to a collection route where the start of regularly scheduled collection Services have been temporarily delayed.
<i>SWS:</i>	Refers to the City's Solid Waste Services Key Business Unit (KBU).
<i>SWS KBE:</i>	Refers to the City's Solid Waste Services KBU, Key Business Executive.

Section 1 Introduction

Submission Date: Refers to the date and time Proposals for this RFP are due to the City.

Trigger Event: Refers to an event that takes place when the Company has eleven (11) or more Uncured Missed Collections in any one (1) calendar month. A maximum of one (1) Trigger Event per calendar month shall be counted for purposes of determining if the Company has Excessive Missed Collections.

Uncured Missed Collection: An Uncured Missed Collection takes place when a Missed Collection is reported by the City to the Company, and the Company fails to pick up the Missed Collection within eight (8) working hours of the time when the Missed Collection is first reported to the Company. However, if a Missed Collection is reported to the Company on a Friday before 4:30 p.m., the Company is required to pick up the Missed Collection by the next day, Saturday, by 5:00 p.m., or the Missed Collection then becomes an Uncured Missed Collection.

If, after further investigation by the City's Contract Monitors in conjunction with Company representatives, determines that an Uncured Missed Collection was not caused by any act or omission of the Company, then that Uncured Missed Collection will not be included in any count of Uncured Missed Collections used for determining if a Trigger Event has taken place or if Liquidated Damages will be assessed.

Unit: Refers to one (1) single residence or one (1) Designated Non-Residential Location unless otherwise specified by the City.

Unit Price: Refers to the amount quoted on the Proposal Pricing Worksheet to provide Residential Recycling Collection Services to one Unit.

White Goods: Refers to household appliances including refrigerators, ranges, washers, dryers, water heaters, dishwashers and other similar items.

Yard Waste: Refers to grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.

1.3. Accuracy of RFP and Related Documents.

The City assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, the City will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the City other than those provided by the City

through the issuance of addendum. In no event may a Service Provider rely on any oral statement by the City or its agents, advisors or consultants.

Should a Service Provider find discrepancies or omissions in this RFP or any other documents provided by the City, the Service Provider should immediately notify the City of such potential discrepancy in writing and a written addendum will be made available to each Service Provider, via the Internet, if the City determines clarification to be necessary. Each Service Provider requesting an interpretation will be responsible for delivering such requests to the City's designated representative as indicated in **Section 2.3**.

- 1.4. Small Business Opportunity Program (SBOP).

To all Service Providers interested in being listed on the City of Charlotte's Service Provider source list. If you or your firm wishes to be included on a Service Provider source list prepared and maintained by the City of Charlotte that will be distributed with bid documents for City projects, registration applications are available: <http://smallbiz.charmeck.org>

The City of Charlotte has adopted a Small Business Opportunity Program for the purpose of promoting small business start-up and growth in the Charlotte area. It is available for review on the City's website at <http://smallbiz.charmeck.org>. While no small business participation goal has been set for this RFP, the City encourages all Service Providers to look for opportunities to engage small businesses in the performance of the work. Such opportunities for this RFP might include equipment maintenance and repairs, courier services, training, implementation and copying services.
- 1.5. City Rights and Options.

The City at its sole discretion reserves the following rights:

 - 1.5.1. To cancel this RFP with or without the substitution of another RFP;
 - 1.5.2. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City;
 - 1.5.3. To issue additional requests for information;
 - 1.5.4. To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted;
 - 1.5.5. To conduct investigations with respect to the qualifications and experience of each Service Provider;
 - 1.5.6. To waive any defect or irregularity in any Proposal received;
 - 1.5.7. To reject any or all Proposals;
 - 1.5.8. To award all, none, or any part of the Services that is in the best interest of the City, with one or more of the Service Providers responding, which may be done with or without re-solicitation.
 - 1.5.9. To discuss and negotiate with selected Service Provider any terms and conditions in a Contract including but not limited to financial terms; and

- 1.5.10. To enter into any Contract deemed by the City to be in the best interest of the City, with one or more of the Service Providers responding.
- 1.6. Expense of Submittal Preparation.

The City accepts no liability for the costs and expenses incurred by a Service Provider in responding to this RFP, in preparing responses for clarification, in attendance at interviews, participating in Contract development sessions, or in meetings and presentations required for the Contract approval process. Each Service Provider that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that the Service Provider cannot make any claims whatsoever for reimbursement from the City for the costs and expenses associated with the procurement process.
- 1.7. Contract Term.

The term of the Contract with the City for the Services will be five (5) years with the City retaining the unilateral right of renewal for two (2) extensions of one (1) year each.
- 1.8. Proposal Conditions.

The following terms are applicable to this RFP and the Service Provider's Proposal.

 - 1.8.1. RFP Not An Offer.

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and the Service Provider execute a Contract. No recommendations or conclusions from this RFP process concerning the Service Provider shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.
 - 1.8.2. Right to Terminate Discussions.

The Service Provider's participation in this process might result in the City selecting the Service Provider to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute a Contract or to continue discussions. The City can terminate discussions at any time and for any reason.
 - 1.8.3. Requirement for Representation as to Accuracy and Completeness of Proposal.

Each Service Provider shall make the following representations and warranty in its Proposal cover letter, the falsity of which might result in rejection of its Proposal: **"The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete to the Service Providers knowledge. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts."**

1.8.4. Trade Secrets/Confidentiality.

Upon receipt at the Procurement Services Division, your Proposal is considered a public record except for material which qualifies as “trade secret” information under N.C. Gen. Stat. 66-152 et. seq. After the Proposal opening, the City’s Evaluation Committee, as well as other City staff and members of the general public who submit public records requests can review the Proposal.

To properly designate material as trade secret under these circumstances, each Service Provider must take the following precautions: (a) any trade secrets submitted by a Service Provider should be submitted in a separate, sealed envelope marked **“Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,”** and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Service Provider agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serves on the Evaluation Committee or who are hired by the City to assist in the selection process. Furthermore, each Service Provider agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material, which the Service Provider has designated as a trade secret. **Any Service Provider that designates its entire Proposal as a trade secret may be disqualified.**

Do not add “Confidential” on every page of your Proposal or add any disclaimers to the whole Proposal. Proposals received with such markings are subject to being disqualified. If you have trade secret information follow the direction as described above in this section.

1.8.5. Statutory Requirements.

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

1.8.6. Reservation of Right to Change Schedule.

The City shall ultimately determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension would be in the best interest of the City.

1.8.7. Reservation of Right to Amend RFP.

The City reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be posted to the Internet at www.ips.state.nc.us, Bid # 269-2009-117. Service Providers are required to acknowledge their receipt of each addendum by using the Addenda Receipt Confirmation Form set forth in **Section 7, Form Two** with their Proposal.

- 1.8.8. Additional Evidence of Ability.
Service Providers shall be prepared to present additional evidence of experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to request such information at any time during the Proposal evaluations for this RFP.
- 1.8.9. No Collusion or Conflict of Interest.
By responding to this RFP, the Service Provider shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Service Provider submitting a separate response to this RFP, and is in all respects fair and without collusion or fraud.
- 1.8.10. Proposal Terms Firm and Irreversible.
The signed Proposal shall be considered a firm offer on the part of the Service Provider. The City reserves the right to negotiate all pricing and Services. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Service Provider chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal may be grounds for disqualification.
- 1.8.11. Subcontracting.
The Service Provider awarded a Contract shall be the prime Service Provider and shall be solely responsible for all contractual performance. In the event of a subcontracting relationship, the Service Provider shall remain the prime Service Provider and will assume all responsibility for the performance of the Services that are supplied by the subcontractor. Additionally, the City must be named as a third party beneficiary in all subcontracts. The City must approve any subcontractors in writing, and all subcontractors must be identified by the Service Provider in their Proposal to the City.
- 1.8.12. Use Of The City's Name.
No advertising, sales promotion or other materials of the Service Provider or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.
- 1.8.13. Withdrawal For Modification Of Proposals.
Service Providers may change or withdraw their Proposals at any time prior to Proposal opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted Proposal, which is addressed in the same manner as the Proposal, and received by the City prior to the submission date, will be accepted. The Proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope, which is plainly marked **"Modifications to Proposal."** Faxed or e-mailed modifications to any Proposal will not be accepted.

1.8.14. No Bribery.

In submitting a response to this RFP, each Service Provider certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with an award of a Contract.

1.8.15. Fair Trade Certifications.

By submission of a Proposal, the Service Provider certifies that in connection with this solicitation

- The prices have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with anyone;
- Unless otherwise required by law, the prices which have been quoted in its Proposal have not been knowingly disclosed by the Service Provider and will not knowingly be disclosed by the Service Provider prior to opening; and
- No attempt has been made or will be made by the Service Provider to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1.8.16. Proposal Binding for 180 Days.

Each Proposal shall contain a statement to the effect that the Proposal is a firm offer for a one-hundred-eighty (180) calendar day period from the submission date. This statement must be signed by an individual authorized to contractually bind the Service Provider, and should include their name, title, email address, address, and telephone number. All prices quoted in Proposal and any negotiations thereafter shall be firm and fixed for the full Contract period.

1.8.17. Clarification of Ambiguities.

Any Service Provider believing that there is any ambiguity, inconsistency or error in this RFP shall promptly notify the City in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error. Any claim under this section must be received by the City no later than seven (7) days before the submission date.

1.8.18. Service Provider's Obligation to Fully Inform Themselves.

Service Providers or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this RFP before submitting Proposals. Failure to do so will be at the Service Provider's own risk.

1.8.19. Disclaimer.

Each Service Provider must perform its own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City.

2. DESCRIPTION OF THE PROCUREMENT PROCESS.

This **Section 2** contains information about the procurement process for this Project.

2.1. Schedule and Process.

The following chart shows the schedule of events to assist in the preparation of the Service Provider's Proposal. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the sections that follow:

DATE	EVENT
April 30, 2009	<i>Issuance of RFP.</i> The City issues this RFP.
May 15, 2009	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Service Providers are permitted to submit written questions to the City, but only for purposes of clarifying this RFP. All submissions shall be e-mailed in Microsoft Word format to Billy Belcher at the e-mail address listed in Section 2.3. <i>All questions shall identify RFP page number and Section topic.</i> Questions are due by May 15, 2009 by 2:00 p.m. for questions prior to Pre-Proposal Conference.
May 22, 2009	<i>Request for Proposals Acknowledgement.</i> Service Providers who intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the fax number listed in Section 2.2 .
May 28, 2009	<i>Non-Mandatory Pre-Proposal Conference.</i> <i>Time: 1:30 p.m.</i>
June 19, 2009	<i>Submission of Written Questions after Pre-Proposal Conference.</i> Service Providers are permitted to submit written questions to the City, but only for purposes of clarifying this RFP. All submissions shall be e-mailed to Billy Belcher at the address and number listed in Section 2.3. <i>All questions shall identify RFP page number and Section topic.</i> Questions are due by 2:00 p.m. on June 19, 2009. No more questions will be answered after this date.
July 17, 2009	<i>Proposal Submission.</i> Proposals are due by 2:00 p.m. on this date, at the City's Procurement Services Division, CMGC 9 th Floor. All Proposals will be time-stamped upon receipt and held in a secure place until this date.

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DATE	EVENT
July 17, 2009 August 31, 2009	<i>Evaluation of Proposals</i>
October 12, 2009	<i>Contract Award by City Council.</i>
July 1, 2010	<i>Residential Recycling Collection Services. Service Provider begins Services to the City.</i>

2.2. Intent to Propose.

Upon the Service Provider's receipt of this RFP, please acknowledge its receipt via facsimile by **May 22, 2009** using the Request for Proposals Acknowledgement Form located in **Section 7, Form One**. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a Proposal and the name, address, telephone number, facsimile number and e-mail address of your primary and secondary contact person.

The completed and signed form should be faxed to 704-632-8255, Attention: Billy Belcher.

2.3. Interpretations and Addenda.

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Service Provider with the exception of questions answered at the Pre-Proposal Conference. Otherwise, Service Providers must request such interpretations or clarifications in writing from the City by the dates identified in **Section 2.1**.

Billy Belcher
BSS/Procurement Services Division
RFP # 269-2009-117
600 East Fourth Street, CMGC 9th Floor
Charlotte, North Carolina 28202-2850
Phone: 704.336.8084
Fax: 704.632-8255
E-mail: bbelcher@ci.charlotte.nc.us

When responding to Service Provider questions, the City will post the answer or information to the Internet at www.ips.state.nc.us, Bid # 269-2009-117.

The City reserves the right to disqualify any Service Provider who contacts a City employee, or agent concerning this RFP other than in accordance with this section. Nothing in this section shall prohibit the City from conducting discussions with Service Providers after the Proposal opening.

2.4. Pre-Proposal Conference.

A non-mandatory pre-proposal conference will be conducted on **May 28, 2009 at 1:30 p.m.** The meeting will be held at the Charlotte-Mecklenburg Government Center, Room 986, located on the ninth (9th) Floor at 600 East Fourth Street, Charlotte, North Carolina, 28202-2850.

2.5. Submission of Proposals.

Each Service Provider must submit one (1) original Proposal signed in ink by a Company official authorized to make a legal and binding offer along with the

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corporate seal, plus nine (9) copies and one (1) copy on CD to the address listed in **Section 2.3** above by **July 17, 2009 by 2:00 p.m. (Eastern Standard Time)**.

The "original" Proposal and each of the nine (9) copies shall be complete and unabridged, with all copies including trade secret information, and shall not refer to any other copy of the signed/sealed original for any references, clarifications, or additional information.

Section 7-Form Five-Pricing must be included in a separate sealed envelope marked Pricing.

Trade secret information should be included in a separate sealed envelope marked "Trade Secret".

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City.

Proposals or any part thereof sent by facsimile or e-mail will not be accepted.

Note: Due to increased security concerns at the Charlotte-Mecklenburg Government Center (CMGC) your sealed boxes may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place if delivering your Proposal in person to the CMGC.

Proposals or any part thereof, received after that deadline shall not be considered, nor shall faxed Proposals, whenever received. Please do not arrive at the Proposal due date for the purposes of reviewing your competitor's Proposals. The Proposals will not be read aloud or made available to inspect or copy until Contract award

2.6. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Service Provider further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

2.7. Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with any Service Provider. Discussions might be held with individual Service Providers to determine in greater detail the Service Provider's qualifications, to explore with the Service Provider the scope and nature of the required contractual Services, to learn the Service Provider's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may at its discretion require one or more Service Providers to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Service Provider may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Service Providers will be notified in advance of the time and format of such meetings.

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Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall define the Service Provider's best offer for performing the Services described in this RFP.

- 2.8. **Contract Award by City Council.**
The name of the apparent successful Service Provider will be submitted to the City Council for final approval of award. If approved by City Council, the Procurement Services Division will provide Contract documents to the Service Provider. In the event the City Council approval is not received within one hundred eighty (180) calendar days after the submission date, the Service Provider may request that it be released from the Proposal.
- 2.9. **Post-Award Conference.**
A post-award conference will be scheduled as soon as practical after the award of the Contract. The selected Service Provider will be notified in advance of the time and format of this meeting. The selected Service Provider shall attend the conference along with the prospective job superintendent and any anticipated major subcontractors.

3. Scope of Residential Recycling Collection Services.

3.1. General Scope.

The Service Provider shall be responsible for providing all containerized Residential Recycling Collection Services as well as any overflow cardboard collection to Customers, utilizing City provided 95/96 gallon Recycling Containers.

Collection will be conducted on five days per week schedule (Monday through Friday, unless Service(s) is interrupted by a City-designated holiday, in which case Services may be extended to Saturday of the same week). These Services shall be provided to all Units within the Contract Area. The Service Provider shall also be responsible for providing other Services detailed in this and other sections of this RFP, such as Backyard Recycling Collection for disabled residents, overflow cardboard collection and special collection of materials on an hourly-rate basis as requested by the City. The Service Provider shall perform the work as outlined in this RFP in a competent, qualified, diligent and efficient manner.

3.2. Service Locations.

The Service Provider shall collect Recyclables from the Units listed as Service Locations in **Section 8, Exhibit A and Exhibit G**. The City will have the right to add, delete or modify the number of Units during the term of the Contract. For any Units added to the Service Locations the price for Residential Recycling Collection Services shall be the prevailing Contract rate on the date service to new Units begins. The City reserves the unilateral right to add, delete or modify other Service Locations, as the City deems necessary, during the term of the Contract.

Following the award of the Contract, but prior to the Contract starting date, the City of Charlotte will notify the Service Provider of the number of Units for the Contract Area including Units authorized for Backyard Recycling Collection pickup based on physical disability. A team consisting of the City and Service Provider employees will determine and confirm the number of Units, with any disputes being settled by the Solid Waste Services KBE. The Solid Waste Services KBE will notify the Service Provider in writing of the final number of Units no later than ten (10) working days after verification is completed. This will be the starting-point basis of billing by the Service Provider. Subsequent changes in the number of Units shall be handled as follows:

- The Service Provider will be notified in writing and/or electronic format by the Solid Waste Services KBE by the 10th of each month of the number of dwelling Units serviced during the previous month. The count will be established based on a listing of all addresses served by the Service Provider. The Service Provider shall notify the Solid Waste Services KBE in writing within ten (10) days of any discrepancy on the list. This notification shall include the nature of the disagreement, the address of the Unit in question, the type of Services being provided and the date such Service began or ended. The Solid Waste Services KBE or designee will investigate all reported discrepancies and confirm or deny the Service Provider's report. The Solid Waste Services KBE will notify the Service Provider of the decision in writing by the 25th day of the month. The Service Provider will submit an invoice for payment based on the corrected listing.

3.3. Scope of Collection Services.

The City in conjunction with Mecklenburg County is moving Recyclable Collection from a sorting system to a Single-Stream Recycling collection system. The Service Provider will not be required to sort any Recyclables, but may have to hand load overflow cardboard left beside the Recyclable Container. It is the purpose of these specifications to provide a framework for accomplishing the tasks that result in maintaining quality, safe and sanitary Residential Recycling Collection Services for the residents of the City of Charlotte. The intent of the work is to collect all Recyclables properly placed out for collection within the Contract Area. This section addresses special collection provisions of the Contract Area. The Contract will set forth the Services to be provided in detail including any modifications agreed to by the parties.

3.3.1. Recyclables Roll-out Containers.

The City will provide the initial rollout container and any replacement containers, to Customers to be served. The number of containers distributed per service Unit shall not exceed one (1).

The City of Charlotte has yet to determine the manufacturer and model of the rollout cart that will be used to collect Residential single stream recycling. The City will either use 95 or 96 gallon rollout carts similar to what is currently used for garbage (or Refuse) collection.

The City shall have a third-party to repair to all Recyclable Containers for this RFP. This includes replacements of wheels, lids, hinges, axles and handles.

Repairs to Recyclable Containers shall not include damages resulting from Service Provider actions or omissions. The City shall reserve the right to invoice the Service Provider for any repair or replacement-related costs resulting from Service Provider actions or omissions as determined by the City.

3.3.2. Special Collection Procedures.

a. Special Collections for Physically Disabled.

The Service Provider shall provide Backyard Recycling Collection Services for those individuals who are unable to place their Recyclables for collection in the usual manner due to severe physical disability. A current list of such Service Locations is included as **Section 8, Exhibit G**.

New requests for Backyard Recycling Collection Service are to be forwarded to the Solid Waste Services KBE for investigation. If approved for this service, the City will notify the Service Provider on the next regularly scheduled collection day. If at any time during the year the Service Provider or the City has reason to believe the service is no longer required, the City shall conduct an investigation to determine whether the service is to be continued or discontinued. The Solid Waste Services' KBE shall notify the Service Provider of the result of the investigation.

Recyclable Containers shall be carefully handled by personnel and shall be thoroughly emptied and left at the premise where they are found, standing upright and with covers placed back on the Recyclable

Container. This work shall be done in a sanitary manner and the Service Provider shall immediately pick up any materials spilled by the Service Provider.

b. Collection Impediments.

Some routes may have a number of collection impediments that may require special effort to accomplish this level of service.

- On Street Parking.

Certain neighborhood streets permit "on-street parking" which may present impediments to Residential Recycling Collection Services, especially automated Services. The Service Provider shall notify the City of on-street parking problems using the process below but shall perform collection Services even if the curb is blocked. No additional fees shall be payable to the Service Provider for Services provided under these conditions.

On street parking impediment resolution process:

1. Service Provider records the incident in the City-designated customer service system when on street parking problem exists.
2. Service Provider provides collection on the first incident. Service Provider provides collection on the second incident and leaves a door hanger advising the Customer that Service will not be provided if the impediment still exists on the third (3rd) consecutive service day.
3. Door hanger should include notice to the Customer to contact the CharMeck 311 for investigation of the problem.
4. Normal service must be resumed on next regular service day following removal of impediment.

- Infrastructure Renovation/Streets Blocked by Construction.

Periodically major renovation is necessary to maintain the infrastructure of the City. This includes such activities as replacing gas, water and sewer lines, surfacing or resurfacing streets, and replacing wiring for telephone, electricity, or cable television.

If the Solid Waste Services Department is notified in advance of these activities, the department will notify the Service Provider. However, it is common for work to be initiated without prior notification. Alternate Residential Recycling Collection Services must be provided during this period of disruption. The Service Provider should evaluate each circumstance individually to determine the appropriate alternative. The SWS Department shall be notified of the nature of the disruption, its location, and the alternative employed to provide Service. No additional fees shall be payable to the Service Provider for Services provided under these conditions.

3.3.3. Solid Waste Recyclables Special Provisions.

a. Scope of Work.

The Service Provider shall provide Bi-Weekly Residential Recycling Collection Services from a Recyclable Container provided by the City.

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Collection of Recyclables shall occur Bi-Weekly on the same day those residents receive weekly collection of Refuse, Yard Waste and Bulky Item service by the City.

- b. **Materials to be Collected.**
The Service Provider shall furnish all labor, supervision, permits, licenses, and equipment necessary to provide Residential Recycling Collection Services for Customers in Units within the Contract Area of the City of Charlotte as follows:
 - The Service Provider shall collect all Recyclables as determined by the Solid Waste Services KBE. The collection process is a single-stream system consisting of fibrous and non-fibrous material. The following fibrous items are to be collected: magazines, telephone books, old corrugated cardboard, spiral paper cans, newspapers and inserts. The following non-fibrous materials are to be collected: aluminum cans, glass jars and bottles, steel cans, plastic soda and liquor bottles, plastic milk and water bottles. In addition, the Service Provider shall collect any and all obsolete Recycle Bins placed in or around the new Recyclables Container. Other items may in the future be specified by the Solid Waste Services' KBE for collection.
- c. If a change in Recyclable items to be collected, as specified in this section, results in a change in the operational cost of accomplishing the work, new Unit costs or a lump sum cost may be negotiated between the successful Service Provider and the City.
- d. The Service Provider shall collect all Recyclables placed in Designated Collection Areas in the City provided Recyclable Container and shall be in accordance with Chapter 10, Article II of the Charlotte Municipal Code. Any spillage of materials occurring during the collection process must be promptly cleaned up by the Service Provider. If unacceptable materials are observed in the Recyclable Container prior to dumping, the Service Provider shall not dump the container. A clearly explanatory printed notice will be left for the Customer and the City will be notified within eight (8) work hours. Following notification by the Service Provider, the City will investigate the matter and advise the Service Provider of any action that is required by the Service Provider. If the City determines that the materials met proper specifications, the Service Provider must return and pick up the Recyclables within eight (8) working hours of notification.
 - The Service Provider will be responsible for collecting properly prepared overflow cardboard placed beside the Recyclables Container. Collection of occasional overflow of cardboard is part of the standard Unit cost and not considered a special hourly service fee. If unacceptable materials are placed beside the container, the Service Provider shall collect all acceptable materials and leave the unacceptable materials with a clearly explanatory printed notice to the Customer and notify the City within eight (8) work hours. Following notification by the Service Provider, the City will investigate the matter and advise the Service Provider of any action that is required by the Service Provider. If the City determines that the materials did meet

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proper specifications, the Service Provider must return and pick up the Recyclables within eight (8) working hours of notification.

- g. The Service Provider shall not collect materials resulting from the operation of any business or commercial endeavor including businesses conducted from a residential dwelling.
 - h. The Service Provider shall take Recyclables collected to the Designated Disposal Facility as specified by the City of Charlotte, Solid Waste Services KBE.
 - i. Containers.
The City will provide the initial Recyclables Container to Customers. The number and type of Recyclable Containers distributed shall be solely the decision of the City, which is currently established as one (1).
 - j. Place of Collection.
Normal collection points for Residential Recyclables shall be at the curbside. On streets with no sidewalks, Recyclables Containers should be placed within two (2) feet of the curbside; ii) on streets with sidewalks, Recyclables Containers should be placed on the grass strip in between the sidewalk and the street and if there is no grass strip, directly behind the sidewalk, not in the street; (adjacent to the roadway), within two (2) feet of the curbside, and at least three (3) feet from trees, mailboxes, cars, Refuse and Yard Waste rollout containers, Yard Waste, Bulky Waste, White Goods and any other obstructions. The normal place of collection for multi-family Recyclables collection shall be at curbside or centralized locations in designated multi-family complexes as provided by the City.
- 3.3.4. Customer Complaints and Non-Performance.
- a. Complaint Receipt and Handling.
All Customer complaints will be initially directed to the City for handling. The Service Provider will monitor the complaint list of each complaint reported to the City in the Contract Area. It shall be the duty of the Service Provider to take whatever steps may be necessary to remedy the cause of the complaint and notify the Solid Waste Services' KBE or designee of its disposition within one (1) working day (eight (8) work hours) after receipt of the complaint by the Service Provider. The City will make available to the Service Provider information regarding the type and source of each complaint following its receipt by the City.
 - b. Damage Claims Notification & Resolution.
The Service Provider shall immediately notify the Solid Waste Services' KBE or designee of any and all damage claims including spills. Any and all damage claims shall be investigated within eight (8) working hours of notification by the City. The investigation period will begin at the time of notification by the City and will not exceed the same hour of the next business day. The Service Provider shall provide the Solid Waste Services' KBE or designee with a full explanation of the disposition of any complaint involving a Customers claim of damage to public or private property as the result of actions of the Service Provider's employees,

agents, or subcontractors prior to the Customers next regularly scheduled service day.

Damage claims shall be resolved no later than sixty (60) calendar days (or sooner if circumstances present a public health or safety hazard) after submission of a damage claim report to the City. If repairs are unable to be completed within this period, the Service Provider shall notify the Solid Waste Services KBE or designee in writing prior to the resolution date.

The notification shall specify a date when repairs or Services will be completed. If the City, upon an independent investigation, finds that the Service Provider has failed to complete the repairs or Services in a timely manner, the City may take any action it deems necessary to make the Customer whole and deduct the same from the Service Provider's monthly payment.

c. **Public Information Regarding Complaint Procedures.**

The Service Provider shall notify all Customers on an as needed basis whenever there is a change of service, day(s) of collection, procedures, etc. Notice is to be in the form of printed matter distributed by the Service Provider to all Units served by the Service Provider. Refer to **Section 3.9** for more details.

d. **Failure to Remedy Complaints.**

Failure to remedy the cause of the complaint as provided for in the paragraphs above may be considered a breach of Contract. The City will have the right to send a Contract Monitor out to check on the resolution of any complaints. If a Contract Monitor records deficiencies, they will notify the Service Provider of such deficiencies. The Service Provider shall notify the City when these deficiencies have been corrected. The Contract Monitor will recheck the work to determine that it has been completed satisfactorily. If the City finds that the deficiencies previously noted were not corrected, a charge for the Contract Monitor's time and other associated costs for each inspection will be deducted from the Service Provider's payment until all noted deficiencies have been corrected.

The foregoing does not preclude any other remedies associated with failure to collect or other contractual requirements.

3.4. Dispute Resolution Process.

Any dispute regarding the operational performance of the Contract or any interpretation of the Contract shall be submitted in writing to the SWS KBE. The SWS KBE will issue an opinion in writing within thirty (30) days of receipt of such notice.

The opinion of the SWS KBE may be appealed by the Service Provider to the City Manager in writing, within fifteen (15) days from the date of the opinion. The City Manager will render a written decision to the Service Provider within thirty (30) days from the date of the appeal. The decision by the City Manager shall be final.

3.5. Collection.

Days of collection are Monday through Friday on a Bi-Weekly collection schedule. Regularly scheduled collection will not be allowed on Saturday or Sunday without the prior written approval of the SWS KBE or SWS KBE designee.

3.5.1. Time.

The Service Provider shall not start Residential Recycling Collection Services prior to 7:00 a.m. nor continue collections after 7:00 p.m. In an emergency, the Service Provider may request authorization from the SWS KBE or SWS KBE designee to work beyond 7:00 p.m.

3.5.2. Frequency.

The Service Provider shall provide regularly scheduled, Bi-Weekly Residential Recycling Collection Service from the curb (or other designated collection area) to each Unit within the Contract Area.

3.5.3. Holidays and Inclement Weather.

If the regularly scheduled collection falls on a City approved holiday, the Service Provider will suspend Services on that day. The Service Provider must provide the Services on the next business day (including Saturday) following the holiday. The current City approved holidays are Thanksgiving Day, Christmas Day, and Martin Luther King's Birthday.

City-approved holidays are subject to change.

In the event of inclement weather or other emergency conditions, the Service Provider shall follow the established collection schedule as set forth by SWS.

3.5.4. Schedule.

It is the Service Provider's sole responsibility to notify Customers in a timely manner regarding route changes and/or schedule changes. All notices should provide City-wide information to minimize any confusion that might occur between the City and the Customer. The SWS KBE or the SWS KBE's designee must approve any changes to the schedule in writing.

3.5.5. Routes.

All routes will be documented on detailed route maps that show the area to be collected. Route maps should be in a format readable by ESRI Arc/Map 9.0 or greater. These routes shall be approved by the City prior to the initiation of any Service delivery.

Service Provider shall split each City-wide service day into alternating (week 1 and week 2) collection schedules to be approved by the City. See **Exhibit B** for Service map details.

The City shall submit to the Service Provider a list of all Units within the Contract Area categorized by Service day subject to change at the City's discretion.

The Service Provider shall submit to the Solid Waste Services KBE no later than ninety (90) days prior to implementation of Service a detailed

map identifying service day boundary lines (by street) in the Contract Area.

The Service Provider shall submit detailed preliminary start-up route maps to the City no later than ninety (90) working days prior to implementation of Service and finalized route maps no later than ninety (90) after the start of Service. The Service Provider shall supply a list of each Service Location with a designated route number in a format to be determined by the City. Route numbers must meet the defined standard for the SWS customer service system.

Any subsequent changes in routing must be approved by the SWS KBE twenty (20) workdays prior to implementation. All such changed routes must be documented in the same detail as the original maps supplied by the Service Provider. In no event shall a change in a route or schedule result in a change of the scheduled day of service without the prior written approval of the SWS KBE or designee.

3.6. Care and Diligence.

The Service Provider shall exercise all reasonable care and diligence in collecting Recyclables. Every effort must be made to prevent spilling, scattering or dropping of Recyclables during the collection process. However, in the event that Recyclables are spilled, scattered or dropped, it is the Service Provider's responsibility to immediately clean up the material. Containers must be replaced in an upright position. If the container falls over, the Service Provider must immediately reset the container. The Service Provider shall obey all traffic laws.

The Service Provider acknowledges that set out locations are frequently co-located with easements. Particular attention must be given to the location of water meters, mailboxes, transformers, wires, utility poles and irrigation structures. Authorization to use the easement does not abrogate the Service Provider's responsibility to exercise caution in relationship to the property of the other authorized users or owners.

The Service Provider shall be solely responsible for all property damage claims, Recyclable Container damage claims and/or environmental cleanups resulting from the Service Provider's vehicles, employees, actions or omissions.

3.7. Designated Disposal Facility.

The Service Provider shall be required to dispose of all Recyclables collected as part of the Contract at the Designated Disposal Facility and shall observe the hours of operation of this facility. The City reserves the right to change or alter the Designated Disposal Facility as needed. Should the City change the Designated Disposal Facility to one in an area of greater distance than that previously designated, and provided such new Designated Disposal Facility results in documented increased costs to the Service Provider, the Service Provider may request additional compensation from the City for its increased costs. Such argument for change in costs must be based on the increased distance (if any) from the Contract Area and the disposal site, using the geographic center of the Contract area as a base point. Likewise, if the distance to the new disposal site is decreased, the City and the Service Provider may agree to lower the fee for collection.

3.7.1. All Recyclables collected shall be delivered to:

Metrolina Recycling Facility
1007 Amble Drive
Charlotte, NC 28206
Phone: (704) 588-9070
Hours: Monday-Friday 7:00 a.m. to 4:00 p.m.

3.8. Office Facilities.

The Service Provider shall maintain a central office within twenty-five (25) miles of the City's limits. The Service Provider shall maintain a local Charlotte telephone number and qualified employees to ensure communication between the City and Service Provider and to receive and process complaints and/or to receive instructions and directions from the City.

The Service Provider's office facility must be open and available to the public from 8:00 am through 5:00 pm each weekday except for City approved holidays that consist of Thanksgiving Day, Christmas Day, and Martin Luther King Day throughout the Contract term.

3.8.1. Field Equipment.

The Service Provider shall provide and maintain during the entire period of the Contract, a fleet of Recycling vehicles sufficient in number, capacity, and condition to perform the work and render the Services required by the Contract. The Service Provider shall:

- a. Provide all equipment necessary for the effective collection and removal of Recyclables;
- b. Keep all equipment clean, neat in appearance, and in good repair for effective equipment maintenance services;
- c. Keep all equipment free of excessive noise, odor, leakage, or emissions;
- d. Clearly identify each piece of equipment with the Service Provider's name and vehicle number;
- e. Duplicate vehicle numbers will not be allowed;
- f. Provide adequate back up equipment such that uninterrupted Service shall be maintained at all times;
- g. Contain Recyclables so that no material is spilled, leaked, or blown from the vehicle during transit to the Designated Disposal Facility as specified by the City;
- h. Maintain equipment sufficient to handle the special requirements of adverse weather, intermittent volume fluctuations, and holiday overloads;
- i. Ensure that all parts and systems of the collection equipment is operated and maintained properly;
- j. Be responsible for any property damage claims or environmental cleanups caused by Service Provider vehicles, equipment, and/or employees;

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- k. Take reasonable care to prevent damage to Recyclable Containers during collection;
- l. Be responsible for locating and providing storage areas, which shall comply with all local and state ordinances, for all collection equipment at no cost to the City;
- m. Supply the City with an updated, comprehensive list of all equipment, including equipment identification numbers and vehicle tare weights that shall be used in fulfilling the Contract and notify the City of additions or deletions of the equipment as they occur; and
- n. Any vehicle that is not on the daily list may be used under the contract only if: (1) the vehicle is listed on the Master Equipment List; (2) notification is given to the Contract Monitor; (3) Any vehicle that is not on the Master Equipment List that the Service Provider has an emergency and needs to use on this Contract must contact the City for approval. With the City's approval the Service Provider must ensure that the vehicle is empty before starting any Residential Recycling Collection Services for the City.

3.8.2. Office Equipment.

The Service Provider shall furnish computer hardware, software, and telecommunications equipment compatible with the City's hardware, software, and telecommunications equipment in order to communicate electronically with the City. At a minimum, the Service Provider will designate one (1) PC and a dedicated broadband Internet connection for connectivity with the City. The Service Provider will use VPN (Virtual Private Network) accounts assigned by the City to access the City's customer service system. The Service Provider is responsible for installing and supporting the VPN client on PCs that connect to the City.

The Service Provider will provide a technical resource to be responsible for onsite support of connectivity with the City communications network. If City technical support is required staff time will be billed to the Service Provider at a rate of \$170/hour. The City will deduct charges from the Service Provider's monthly invoice. The Service Provider will provide and maintain documentation of connection setup and provide a copy of the documentation to the City at least ten (10) working days prior to the start of service of the Contract.

The Service Provider shall be responsible for any and all costs and/or fees associated with the purchase, installation and maintenance of its hardware, software and/or telecommunications equipment. The Service Provider shall ensure that all telecommunication and computer systems are functioning at least ten (10) working days prior to the start of the Contract.

The Service Provider shall be responsible for using the same customer service system as the City to respond to Service requests. The Service Provider shall designate a Staff member to receive training and become the point of contact for use of the City's customer service system. The Service Provider will retrieve assigned service requests, take action to

resolve the requests, and update the system on a daily basis to provide current status information to the City.

The Service Provider will use the City's customer service system to report current truck, driver, and route assignments. Standing Routes are to be noted in the system by 8:00 a.m. on the day of occurrence. Incomplete Route information is to be noted in the City's customer service system by the Service Provider no later than 7:00 p.m. on the day of service. Information in the City's customer service system maintained by the Service Provider will be the basis of detailed and summary performance analysis. The City will be responsible for training Service Provider Staff on the City's customer service computer system.

3.9. Public Education and Community Outreach.

Initial startup costs to market and educate Customers on Single-Stream Recycling efforts within the City of Charlotte shall be covered by the City. After startup, Public Education and Community Outreach Programs will be developed by the City and shared and implemented by the City, Service Provider and other appropriate parties as required. The public education program shall include information on recycling and waste reduction, in support of the City, county, and state waste reduction programs and goals.

3.9.1. For purposes of public education and community outreach the Service Provider shall allocate **\$50,000** per year to pay for such activities.

3.10. Reporting.

The Service Provider shall be responsible for maintaining and submitting reports on a weekly, monthly, annual and ad hoc basis. Unless otherwise specified, all reports shall be submitted in electronic format to the person(s) designated by the City. Reports shall be delivered to the City no later than the first business day of the following week.

3.10.1. Weekly Reports.

- a. Daily route sheets with attached Recyclable tonnage tickets for the associated week; and
- b. Recycling set out rate for the associated week for each specific geographic location as directed by the City.

3.10.2. Monthly Reports.

Monthly reports must be submitted to the SWS KBE or SWS KBE designee by the fifteenth (15th) day of the month following the end of the previous calendar month. The Service Provider shall submit a copy of its monthly invoice of disposal charges incurred exclusive of all other fees.

Monthly report shall include the following information:

- a. A cover letter that abstracts the report and highlights major accomplishments, problems, trends and other pertinent information for the associated month;
- b. Complaints/resolution summary for the associated month;
- c. Recycling set out rate for the associated month for each specific geographic location as directed by the City;

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- d. If bar code technology is utilized by the City (see Section 3.16) Customer address Participation Rate data shall be reported;
- e. Recycling Tonnage summary for the associated month;
- f. A status of the progress on performance objectives and
- g. A reconciliation of any identified missing disposal tickets for the previous month.
- h. Copies of any disposal tickets for tonnage and costs incurred from contaminated loads.

3.10.3. Ad Hoc Reports.

Ad Hoc Reports should be submitted to the SWS KBE or SWS KBE designee upon request from the City. The reporting period shall be defined at the time of the request. Ad Hoc reports shall include the following information.

- a. Complaints/resolution summary;
- b. Daily route sheets with attached disposal tonnage ticket including labor hours by route;
- c. Recycling set out rates broken down to daily, weekly, monthly and yearly for each specific geographic location as directed by the City;
- d. Route operational data form;
- e. Vehicle identification number;
- f. Daily staffing summary (including substitutions);
- g. Complaint/resolution summary sheet; and
- h. Disposed tonnage of Recyclables itemized on a per-day basis.

3.10.4. Annual Report.

The obligation to submit an annual report shall survive the termination or expiration of the Contract. The City may withhold payment of balances due the Service Provider at the end of the Contract until such final report is received and accepted by the City. The annual report should be submitted to the SWS KBE or SWS KBE designee no later than thirty (30) days following every twelve (12) month period of the Contract and shall include a compilation of the monthly reports for the associated year.

3.11. Pricing.

All pricing related to the Services must be included on the Proposal Pricing Worksheet - **Section 7, Form Five**.

Form Five - Pricing for all possible contract years must be submitted in a separate sealed envelope clearly marked Pricing.

3.11.1. Payment to the Service Provider.

Payment shall be based on the number of Units in the Contract Area. The City shall deduct any assessments due from the payment owed the Service Provider. The price paid shall be the sum of: the Unit price proposal for Curbside Recycling Collection times the number of curbside

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Scope of Services

Units in the Contract Area, plus the Unit price proposal for Backyard Recycling Collection times the number of qualified Units in the Contract Area, less any assessments, plus any approved special services performed during the payment period.

Units added to the Contract Area between the 1st and the 15th calendar days of the month will be invoiced at 100% of the current monthly rate. Units added to the Contract Area between the 16th and the last day of the month will be invoiced at 50% of the current Unit monthly rate.

The Service Provider shall submit a monthly payment request to the City for Services performed the previous month. The City shall pay the Service Provider within thirty (30) days of the receipt of an undisputed payment request by the City of Charlotte SWS Key Business.

Payment requests shall be accompanied by (1) data supporting the payment request (*i.e.*, service Unit count) as necessary to substantiate the Service Provider's right to remittance of the amounts requested; (2) certification from the Service Provider that it has fully and properly performed all items of work covered by the payment request, that all insurance and bonds required hereunder are in full force and effect, that all subcontractors and supplies have been paid from previous requests, and that it is not in default under any provision of the Contract.

Should the City dispute any portion of the payment request, it shall, within twenty (20) calendar days or receipt of the payment request, furnish a detailed itemized explanation of such objections. Such disputed amounts shall be promptly submitted for settlement via the dispute resolution procedures as described in **Section 3.4**.

3.12. Current Recycling Data.

The following information has been supplied by the City's Solid Waste Services Department. See **Exhibit C** for Historical data from FY 2006-2008.

Recycling Tonnage for Citywide July 2007 – June 2008:

Month / Year	Recycling Tonnage
July 2007	2,470.25
August 2007	2,648.36
September 2007	2,457.58
October 2007	2,840.62
November 2007	2,936.11
December 2007	2,943.04
January 2008	2,898.60
February 2008	2,449.45
March 2008	2,565.19
April 2008	2,711.77
May 2008	2,236.27
June 2008	2,570.91
Total:	31,728.15

3.13. Contamination.

The Service Provider will not be assessed disposal fees for properly collected materials delivered to the Designated Disposal Facility. Disposal fees and other costs incurred as a result of contamination that is attributed to Service Provider error or negligence shall be the responsibility of the Service Provider.

Heavily contaminated loads may be rejected by inspectors at the Designated Disposal Facility. This is expected to be an infrequent occurrence. In such instances, the Service Provider must advise SWS Contract Monitors to allow the opportunity for City inspection of the load to determine the cause of contamination. The Designated Disposal Facility Inspector may decide to reload the contaminated materials back onto the Service Provider's vehicle for transfer to the landfill at the following address:

Browning Ferris Industries/CMS
5105 Morehead Rd.
Harrisburg, NC 28275
Phone: (704) 782-2004
Hours: Mon. through Fri. 6:00 a.m. to 5:00 p.m.
Sat: 6:00 a.m. to 12:00 p.m.

If the SWS Contract Monitor determines that the load was contaminated through fault or negligence on the part of the Service Provider, landfill fees will be the responsibility of the Service Provider. Fees resulting from loads that are otherwise contaminated by other sources are the responsibility of the City. In any case, the Service Provider must provide the City with copies of all landfill tickets. Landfill fees will be reimbursed by the City only if the load was pre-approved for reimbursement by City Contract Monitor.

A correct invoice will include actual landfill tickets, along with the Service Provider's Master Vehicle List for the month and any authorized substitute vehicles approved by the City's Contract Monitors.

The City will reimburse the Service Provider for only those landfill fees that occur through no fault of the Service Provider and that had been pre-approved for payment. However, the City will not be charged any late payment fees or interest charges for late payments.

3.14. Fuel Adjustment.

Each Proposal Pricing Worksheet must include the percentage of fuel cost related to the total combined Unit cost for all Services in each year of the Contract. The percentage of costs related to fuel must be reasonable for the work being performed, will be considered in the evaluation of Proposals, and is subject to audit at the City's discretion for the life of the Contract and for a period of two (2) years after Services have ceased.

See **Section 6.4** in draft Contract.

If the Service Provider plans to use an alternative fuel besides gasoline or diesel the Service Provider must include in their Proposal an index that can be used to calculate a fuel adjustment that is similar or like the formula identified in **Section 6.4**.

3.15. Work Supervision.

The Service Provider will be responsible for supervising the work in progress and to provide direction to its employees. The City does, however, intend to monitor the Service Provider's performance through on-site Contract monitoring and inspection. If the Contract Monitor records deficiencies, the Service Provider shall be notified by the City of the deficiencies in writing and shall be given a cure period as determined by the City to correct the deficiencies. The Service Provider shall notify the City in writing once the deficiency has been corrected and the Contract Monitor shall recheck the work to determine that it has been completed satisfactorily.

3.16. Tracking.

Service Provider shall be required to track Set-Out Rates among Units in each specified geographic location. All reports should be broken down to daily, weekly, monthly and yearly for each specific geographic location as directed by the City.

The City is considering adding bar code labels to each Recyclable Container to allow for tracking Set-Out Rates and specific address Participation Rates. Service Provider must state as a separate pricing item any addition to the Unit cost that would occur as a result of adding bar code reader and reporting technology to their collection equipment.

3.17. Annexation and Normal Growth.

Based on growth trends since 2005, Units have grown approximately two percent (2%) annually within the Charlotte sphere of influence, which includes Mecklenburg County. Approved Residential Subdivisions are available for tracking on the City's web site www.ci.charlotte.nc.us.

The City has the unilateral right to add to the Service Locations, Units located in an area annexed to the City during the procurement process of this RFP and the term of the resulting Contract. For any Units in an Annexed Area that are added to the Service Locations, the price for Recyclables collection shall be the prevailing Contract rate at the date the Service to the new Units begins. The City makes no representation or guarantee that annexations or normal growth will occur.

3.18. Contract Term.

The City expects to establish a long-term relationship with its Residential Recycling Collection Services Provider in order to permit costs and fees to be distributed properly over a sufficient time period.

For purposes of this RFP and the Service Provider's Proposal, the term of the Contract with the City for the Services will be five (5) years with the City retaining the unilateral right of automatic renewal for two (2) extensions of one (1) year each.

4. PROPOSAL FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Service Provider's preference, the City requires strict adherence to the format. Each Proposal should be in the format described below:

- a. Cover Letter;
- b. Executive Summary;
- c. Proposed Solution;
- d. Questions (See **Section 4.1.4**);
- e. The "Request for Proposals Acknowledgement Form" **Section 7, Form One**;
- f. The "Addenda Receipt Confirmation Form" set forth in **Section 7, Form Two**;
- g. The "Proposal Submission Form" set forth in **Section 7, Form Three**;
- h. The "Non-Discrimination for All City Contracts Bid Certification" set forth in **Section 7, Form Four**;
- i. The "Proposal Pricing Worksheet" (in a separate sealed envelope) set forth in **Section 7, Form Five**;
- j. The "Proposal Assumptions" set forth in **Section 7 Form Six**;
- k. The "Financial Information" set forth in **Section 7 Form Seven**; and
- l. Exceptions to the Remainder of the RFP.

All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than eleven (11) points. All submissions should use one-sided copying and be bound in a three ring binder with tab dividers corresponding to the content requirements specified below. Proposals shall include a compact disk (CD) including the entire Proposal in a searchable format.

Service Providers are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the Service Provider to organize the information required by this RFP as outlined may result in the City, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP.

The Service Provider, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

4.1. Proposal Content.

4.1.1. Cover Letter.

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. The cover letter shall provide the name, address, telephone and facsimile numbers of the Service Provider along with the name, title, mailing address, telephone, email address and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Service Provider's

understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

4.1.2. Executive Summary.

The Service Provider shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, assign a Company point of contact for the Project, give the responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of the Company's Proposal, which make it superior or unique in addressing the needs of the City.

DO NOT INCLUDE PRICING IN YOUR PROPOSAL OTHER THAN THE SEPARATE SEALED ENVELOPE CONTAINING FORM 5 FOR EACH POSSIBLE YEAR OF THE CONTRACT.

4.1.3. Proposed Solution.

Each Proposal should outline in detail how the Services are to be performed and how the Service Provider's organization will meet the needs of the City as described in **Section 3-Scope of Work**. Please write a narrative on how you will accomplish all tasks and requirements in **Section 3**.

4.1.4. Questions.

4.1.4.1. Customer Service.

- a) Describe the Service Provider's customer service philosophy and describe how it is communicated and reinforced throughout the organization.
- b) Describe the Service Provider's approach to total quality management, and how your current customers benefit from your service improvements.
- c) Describe the Service Provider's complaint resolution procedures.
- d) Describe the nature of service improvements and increase in customer satisfaction that the Service Provider has been able to achieve in environments comparable to the City's in size and complexity.
- e) Describe the methodology the Service Provider uses to handle an unhappy Customer. How does the Service Provider regain that Customer's confidence and retain their loyalty?
- f) Describe the emergency plan in place that the Service Provider will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, or natural disaster which may require a deviation from the normal operating procedures. The emergency plan should

address Contract Monitor notification procedures and include emergency contact information.

- g) Describe how you will track and report Recycling set out rates on Customers?

4.1.4.2. Residential Recycling Collection Services Experience.

- a) Describe the Service Provider's experience in providing Residential Recycling Collection Services to other entities comparable to the City in size and complexity. Please provide a minimum of three (3) entities. For each engagement provide the following information:
- i. Customer's name;
 - ii. Name, title, address, phone number and e-mail address for the point of contact;
 - iii. Type of services provided;
 - iv. Number of customers serviced within each organization;
 - v. Duration of the engagement;
 - vi. Total amount of the contract; and
 - vii. Services provided by subcontractors, if applicable.
- b) Provide a recent full month's worth of customer satisfaction results from one (1) of the clients identified in "a" above;
- c) Identify all clients that have discontinued use of the Service Provider's Residential Recycling Collection Services in the past three (3) years, why the Service Provider believes they stopped using the Service Provider's service, and provide contact information (name, phone number, email address) of individuals whom the City might contact;
- d) Describe the Service Provider's experiences in adapting to changing technologies; and
- e) Provide the City with a comprehensive list of all equipment, including equipment identification numbers and vehicle tare weights that shall be used in fulfilling the Contract.

4.1.4.3. Personnel Management.

- a) Explain how the Service Provider ensures that personnel performing the Services are qualified and proficient.
- b) Describe the Service Provider's training programs and policies for individuals who are involved in providing Services. How frequently are these programs and policies reinforced?
- c) What type of dress code is required by your Company?

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Proposal Format

- d) Describe how the Service Provider handles additional staffing needs for vacations, illnesses, resignations, etc.
 - e) Has the Service Provider had workers compensation issues within the last five (5) years? Describe the circumstances and the resolution of the issue(s).
 - f) Has the Service Provider been the subject of a dispute or strike by organized labor within the last five (5) years? Describe the circumstances and the resolution of the dispute.
- 4.1.4.4. Records Management.
- a) Describe Service Provider's record keeping procedures in detail.
- 4.1.4.5. RFP.
- a) Have you read and understood all requirements in the RFP?
 - b) Did you perform a review of the City's sample Contract and make note of any exceptions as indicated in **Section 4.1.5**.
- 4.1.4.6. Tracking.
- a) Describe in detail how you track and report the mandatory Set-Out Rates for each Contract Area to the City (see Section 3.16)?
 - b) If the City decides to use bar code labels for collecting Participation Rate on the Customer's Recyclable Container describe how you will accomplish the scanning and reporting of such data and what equipment you would use?
 - c) Do you recommend any solutions for tracking Set-Out Rates and Participation Rates that is cost effective and accomplishes both Services?
- 4.1.5. Required Forms.
- To be deemed responsive to this RFP, Service Providers must complete in detail, all Proposal Forms listed in **Section 4**, items numbered e through k.
- 4.1.6. Exceptions to the RFP.
- An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

5. PROPOSAL EVALUATION CRITERIA.

Proposals will be evaluated based on the Service Provider's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Service Provider to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. Proposals must contain information specifically related to the proposed Services and specifically requested herein. Failure of any Service Provider to submit information requested may result in the elimination of the Proposal from further evaluation. Proposals will be evaluated on the following major categories:

- a. Overall Solution;
- b. Cost Effectiveness and Value; and
- c. Acceptance of the Terms of the Contract.

5.1. Overall Solution.

Service Providers will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Service Provider's approach for the provision of the Services.

5.2. Cost Effectiveness and Value.

Under this criterion, Proposals will be compared in terms of reasonable, and or most effective pricing option(s) for comprehensive Residential Recycling Collection Services.

5.3. Present Value Calculation.

The following discounting procedure will be used to convert each Company's Proposal to a present value amount for comparison purposes.

Assumption: Yearly dollar amount proposed by the company would be paid to them in 12 equal monthly installments at the end of each month.

Discount rate is 3.5 percent.

The discounted amount of each Company's proposed price to be compared with other companies' Proposals would be the sum of the following:

Year 1 bid x .981	.981
Year 2 bid x .981 x .96	.948
Year 3 bid x .981 x .93	.916
Year 4 bid x .981 x .90	.885
Year 5 bid x .981 x .87	.855

Section 5

Evaluation Criteria

- 5.4 Acceptance of the Terms of the Contract.
The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP.

6. CITY CONTRACTING REQUIREMENTS.

The City will enter into a Contract written by the City with the successful Service Provider that contains the terms and conditions set forth in this Section. Each Service Provider must state specifically in its Proposal any exceptions to the terms and conditions included in this Section, and any proposed additional terms or conditions deemed important by the Service Provider. The Evaluation Team will take any such exceptions and proposed additions into account during the evaluation process. Any terms and conditions that the Service Provider does not specifically object to will be incorporated into the Contract. Notwithstanding the foregoing, the City reserves the right to change the proposed contractual terms and conditions prior to or during contract negotiations if it is in the City's best interest to do so. The terms and conditions set forth in this Section are not all inclusive. The City will propose additional terms and conditions based on the responses to this RFP and the City's analysis of the successful Service Provider's Proposal.

As used in this Section of the RFP, the term "Contract" shall refer to the Contract entered into between the City and the successful Service Provider, and the term "Company" shall refer to the successful Service Provider.

6.1. Transition.

Within thirty (30) days of receipt of Contract award notification, the Company shall prepare and submit to the SWS KBE or SWS KBE designee for approval a comprehensive and detailed Transition Plan, which describes in detail all tasks and resources associated with the transition from the City's current Residential Recycling Collection Service Provider to the Company (the "Transition Plan"). The Transition Plan in the form approved by the City should be attached and incorporated into the Contract as an exhibit.

The Transition Plan shall spell out in detail all costs, steps, tasks, activities, events, and resources necessary for the Company to provide for a smooth and efficient transition from the current Recyclables collection Service Provider to the Company, with minimum disruption to the City's operations. The Transition Plan will contain a timeline and completion date for all such tasks and activities. The Transition Plan shall include a public awareness and education plan. The Company will ensure that certain essential operations as set forth in the Transition Plan will not be interrupted by any part of the Project. The Company shall seek the City's input in developing the Transition Plan, and the Transition Plan shall not be deemed final until accepted in writing by the City.

The Transition Plan shall be maintained by the Company, and shall be updated and submitted to the SWS KBE or SWS KBE designee on a weekly basis throughout the transition period, to reflect the current status of all work. Aside from updates to show tasks accomplished, no changes to the Transition Plan shall be made without the prior written approval of the SWS KBE or SWS KBE designee.

The City shall have the right to audit, on its own behalf or through agents, the Transition Plan and the progress of all work throughout the implementation of the Services. The City and/or its agents shall be entitled to conduct such audits on a regular weekly basis, and on a random periodic basis, as the City shall elect.

6.2. Commercial Non-Discrimination Ordinance.

The City has adopted a Commercial Non-Discrimination Policy that is described in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Agreement, the Company agrees to comply with the Non-Discrimination Policy, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or Contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Agreement, the Company agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Agreement; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Company has used on City contracts in the past five years, including the total dollar amount paid by Contractor on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy. The Company understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

6.3. Payment Bond.

Within fifteen (15) days after award by the City Council, the Service Provider shall furnish to the City a bond with a corporate surety in the amount equal to one hundred percent (100 %) of the Annual Contract Sum, which shall be to ensure that the resources are available to pay all subcontractors and other accounts payable in connection with provision of Residential Recycling Collection Services to the City. The content and language of each and every term, condition and provision of the Contract shall be in the form outlined in North Carolina General Statute 44A-33 and shall be approved by the City Attorney and the City's Division of Insurance and Risk Management. The Service Provider shall pay all premiums chargeable for the bond. The bond shall be valid and non-cancelable for the period of the contract and shall be renewed annually upon Contract renewal or extension.

Section 6

Contracting Requirements

6.4. Fuel Clause.

Each Proposal Pricing Worksheet must include the percentage of fuel cost related to the total cost for Services for each year of the Contract. The percentage of costs related to fuel must be reasonable for the work being performed, will be considered in the evaluation of proposals, and is subject to audit at the City's discretion for the life of the contract and for a period of two years after Services have ceased.

The City will review the OPIS Rack Rates (<http://www.opisnet.com>) for Charlotte, North Carolina each week after the contract begins. The average rack rates for each week during the month will be averaged to get an Average OPIS Rack Rate for the entire month.

An adjustment to the total cost of Services will take place at the beginning of each contract year to allow for variations in fuel cost between the submission of the proposal and the start date for Services. The adjustment will be determined by an Average OPIS Rack Rate for the month (Or alternative fuel rack rate) the proposal was submitted and an Average OPIS Rack Rate for the month prior to the Contract year.

The Base Rate for Fuel and consequently the cost of Services related to fuel will vary each month as the cost of fuel changes in the local marketplace. The City will increase or decrease the Total Cost of Services by taking the Cost of Services without Fuel and adding or subtracting the New Adjusted Cost of Fuel.

The adjustment will be made using the following formula:

(Average OPIS Rack Rate (Or alternative) for the current month) - (Average OPIS Rack Rate for the previous month) = Change in Fuel Cost (+/-)

(Change in Fuel Cost +/-) / (Average OPIS Rack Rate for the previous month)
X (100) = Percentage Change in Fuel Cost (+/-)

(Total Cost of Services) X (Vendor Proposal Percentage) = Base Cost of Fuel

(Total Cost of Services) – (Base Cost of Fuel) = Cost of Services without Fuel

(Cost of Services without Fuel will not change each month – this value will be computed at the beginning of each year using percentages and unit costs from the vendor proposal and carried forward during that Contract year for future calculations)

(Base Cost of Fuel) X (Percentage Change in Fuel Cost +/-) = Fuel Adjustment (+/-)

(Base Cost of Fuel) + (Fuel Adjustment +/-) = New Adjusted Cost of Fuel

(Cost of Services without Fuel) + (New Adjusted Cost of Fuel) = New Adjusted Cost of Services

Note: The Total Cost of Services may increase or decrease due to changes in fuel costs. The Base Cost of Fuel will begin with the vendor's proposal and change each month as fuel adjustments are made throughout the Contract. The Company will then submit an invoice for the previous month using the New Adjusted Cost of Services multiplied by the number of Units served. The City will e-mail the following information to the Company by the 10th working day of each month.

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Contracting Requirements

- Average OPIS Rack Rate for the current month
- Average OPIS Rack Rate for the previous month
- Change in Fuel Cost (+/-)
- Percentage Change in Fuel Cost (+/-)
- Base Cost of Fuel
- Cost of Services without Fuel
- Fuel Adjustment (+/-)
- New Adjusted Cost of Fuel
- New Adjusted Cost of Services

Example of Rising Fuel Costs:

Month of July OPIS average = 2.750

Month of August OPIS average = 3.250

Month of September OPIS average = 3.50

July Proposed Total Cost of Services = \$3.00 per household

Percentage of Total Services Related to Fuel = 5%

Base cost of Services Related to Fuel = \$0.15

Base Cost of Services without Fuel = \$2.85

August:

Current Base Rate for Fuel	\$ 0.15
Current Total Cost of Services	\$ 3.00
Cost of Services without Fuel	\$ 2.85
% of Total Cost of Services Related to Fuel	5%
Old OPIS Average for July 2007	2.750
New OPIS Average August 2007	3.250
Actual Difference in Base Rate	0.500
% Difference in Base Rate	18.18%

Fuel Adjustment	0.177
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New Cost of Services	\$3.03
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September:

Current Base Rate for Fuel	\$0.177
Current Total Cost of Services	\$3.03
Cost of Services without Fuel	\$ 2.85
% of Total Cost of Services Related	5%

Section 6

Contracting Requirements

to Fuel	
Old OPIS Average for August 2007	3.250
New OPIS Average September 2007	3.500
Actual Difference in Base Rate	0.250
% Difference in Base Rate	7.69%
 Fuel Adjustment	 .191
 New Cost of Services	 \$3.04

Example of Falling Fuel Costs:

Month of July OPIS average = 2.750

Month of August OPIS average = 2.25

Month of September OPIS average = 2.00

July Proposed Total Cost of Services = \$3.00 per household

Percentage of Total Services Related to Fuel = 5%

Base cost of Services Related to Fuel = \$0.15

Base Cost of Services without Fuel = \$2.85

August:

Current Base Rate for Fuel	\$0.15
Cost of Services without Fuel	\$2.85
% of Total Cost of Services Related to Fuel	5%

Old OPIS Average for October 2007	2.750
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New OPIS Average November 2007	2.250
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Actual Difference in Base Rate	--0.500
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% Difference in Base Rate	--18.1%
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Fuel Adjustment	.123
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New Cost of Services	2.97
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September:

Current Base Rate for Fuel	\$0.123
Cost of Services without Fuel	\$2.85
% of Total Cost of Services Related to Fuel	5%

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Old OPIS Average for October 2007	2.250
New OPIS Average November 2007	2.000
Actual Difference in Base Rate	-0.250
% Difference in Base Rate	--.11.11%
Fuel Adjustment	0.109
New Cost of Services	\$2.96

6.5. Emergency Plan.

No later than thirty (30) working days prior to initiation of service, the Service Provider shall submit an Emergency Plan to the SWS KBE or KBE Designee, which shall detail those actions which the Service Provider will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, or natural disaster which would require a deviation from normal operating procedures. The Emergency Plan shall also include emergency phone numbers for the Company headquarters, and for key contact persons, such that a responsible contact person is available to the City at all times. The Emergency Plan must also include Contract Monitor notification procedures.

6.6. Duty of the Company to Identify and Request Information, Personnel and Facilities.

As part of the Transition Plan and throughout the duration of the Agreement, Company shall identify and request from the City: (i) all information reasonably required by the Company to provide for a smooth and efficient migration to the Company's Residential Recycling Collection Service; (ii) the City's personnel whose presence or assistance may be required by the Company to perform each task required for the transition effort; and (iii) any other equipment, facility or resource required by the Company for the transition effort. The Company shall not be relieved of any failure to perform under the Contract documents by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this section; or (ii) which the City is not required to provide pursuant to the Agreement.

6.7. Responsibility For Materials Collected.

All Recyclables collected under the Contract shall be the property of the City. Upon placement of materials collected in performance of the Contract into the Service Provider's vehicle, transport of those materials to the Designated Disposal Facility becomes the sole responsibility of the Service Provider. Once the materials have been disposed of, they shall again become the responsibility of the City. The foregoing, however, shall not be construed to prejudice any rights the City may have to control the disposal of such materials, including the designation of a Designated Disposal Facility or the manner or type of Recyclables disposal. The foregoing, also, shall not be construed to prejudice any rights the Service Provider may have against any Customer who places in a container materials other than Recyclables which is permitted to be collected in the Service Provider's vehicles and disposed of in a non-hazardous Disposal Facility.

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- 6.8. Recycling Disposal Facility.
The Service Provider shall deliver or cause to be delivered all actual Recyclables collected for the City to the Designated Disposal Facility. The location of the Designated Disposal Facility is referred to in **Section 3.7**, "Designated Disposal Facility." Failure to comply with these requirements is subject to the remedies described under **Section 6.16** "Liquidated Damages" which include termination.
- 6.9. Non-Appropriation of Funds.
The City may terminate the Contract upon thirty (30) calendar day's written notice to the Service Provider if the City Council fails to appropriate money for the purpose of providing Residential Recycling Collection Services in the City of Charlotte, for the contracted geographic area.
- 6.10. Time Schedule.
The Company will adhere to the schedule set forth in this RFP regarding the transition and implementation of its Residential Recycling Collection Services. There shall be no extensions of the time periods or completion dates set forth in the Transition Plan without the City's written consent. Unless specifically stated in a particular section of the Contract, all references to days in the Contract (including the exhibits) shall refer to calendar days rather than business days.
- 6.11. Progress Reports.
Throughout the transition period and during the term of the Contract, the Company shall prepare and submit monthly, annual and ad hoc written progress reports, as described in **Section 3.10**, to the SWS KBE or KBE designee with copy to Contract Monitor, which will serve to address identified issues, problems and improvements.
- 6.12. Company Personnel Removal, Replacement, or Promotion.
In the event that the City determines in good faith that an employee of the Company or its subcontractors assigned to provide Services is not performing the Services as required by the Agreement, the City will have the right to require the removal and replacement of such employee(s) by the Company and/or subcontractors. The City shall exercise such right in its sole discretion by providing written notice to the Company, such notice to include the City's reasons for the request, with exception of **Sections 6.32**, Non-Discrimination, **6.33**, Drug-free Workplace, and **6.34.17** Harassment for which the City will advise the Company Project Manager in writing.

The Company will replace any personnel who leave with equivalently qualified persons. The Company will replace such personnel as soon as reasonably possible, and in any event within thirty (30) days after the Company first receives notice that the person will be leaving the Project.

As used in this Agreement, the term "personnel" includes all Staff provided by the Company or its subcontractors to perform the Services.
- 6.13. Each Party To Bear Its Own Negotiation Costs.
Each party shall bear its own cost of negotiating this Agreement and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.
- 6.14. General Warranties.
Company represents and warrants that:

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- 6.14.1. It is a legal entity duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
 - 6.14.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under the Contract;
 - 6.14.3. The execution, delivery, and performance of the Contract have been duly authorized by Company;
 - 6.14.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under the Contract;
 - 6.14.5. In connection with its obligations under the Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses, registrations; and
 - 6.14.6. The Company shall not violate any agreement with any third party by entering into or performing the Contract.
- 6.15. Additional Representations and Warranties.
Company represents, warrants and covenants that:
 - 6.15.1. The Services shall satisfy all requirements set forth in the Contract, including but not limited to the attached exhibits;
 - 6.15.2. All work performed by the Company and/or its subcontractors pursuant to this Agreement shall meet highest industry standards, and shall be performed in a professional and workmanlike manner by Staff with the necessary skills, experience and knowledge;
 - 6.15.3. Neither the Services or equipment provided by the Company under this Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
 - 6.15.4. The Company has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under this Agreement by virtue of interruptions in the computer systems and equipment failure of the Company.
- 6.16. Liquidated Damages.
Recyclables collected from specified Service Locations shall not be mixed or commingled with any items from other sources outside this Contract. Only those materials collected from Service Locations shall be disposed of unless specially authorized by the City. The City reserves the right to monitor the performance of the Service Provider's duties, including the routes and collections made, Customer reports, trips to Designated Disposal Facility and other destinations, the content of individual loads or portions of loads disposed of at Designated Disposal Facility, and the Service Provider's records at any time, in order to ensure the Service Provider is not disposing of material outside the terms of the Contract. Materials disposed of at the Designated Disposal Facility that are not in accordance with the terms of this Agreement shall be considered a default condition. Accordingly, the Company agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

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- The Service Provider must physically remove the improperly disposed of materials within four (4) hours of notification by the City;
- Liquidated damages in the amount of five thousand dollars (\$5,000.00) for the first occurrence of improperly disposed of material;
- For each subsequent occurrence at any non-designated location, during the Contract term, one thousand dollars (\$1000.00) will be added to the previous amount paid (second occurrence will equal six thousand dollars (\$6000.00), third occurrence will equal seven thousand dollars (\$7000.00), etc.);
- The Fifth occurrence will be considered a default condition, not amenable to cure by removal of materials and payment of damages; and
- Failure by the Company to physically remove the improperly disposed of materials within four (4) hours of notification by the City shall be considered an additional occurrence and shall be treated accordingly.

Excessive Missed Collections may be considered a default condition. Accordingly, the Company agrees to the conditions set forth and will pay liquidated damages in accordance with the following:

- The Service Provider shall have eight (8) working hours to pick up the Missed Collection;
- If the Service Provider fails to meet the eight (8) working hour cure period, liquidated damages in the amount of two hundred dollars (\$200.00) per occurrence for the first ten (10) occurrences in any thirty (30) day period; and
- Starting with the eleventh (11th) missed cure collection in any thirty (30) day period, liquidated damages in the amount of four hundred dollars (\$400.00) per occurrence.

The liquidated damages set forth above are not intended to compensate the City for any damages other than inconvenience and loss of use or delay of the Services. The existence or recovery of such liquidated damages shall not preclude the City from recovering other damages which the City can document as being attributable to the above referenced failures, including but not limited to the cost of internal Staff hours or amounts paid to third parties as a result of such problem or delay.

6.17. Termination.

6.17.1. Termination Without Cause.

The City may terminate the Contract at any time without cause by giving ninety (90) days prior written notice to the Company.

6.17.2. Termination For Cause.

The Service Provider fails to fulfill or maintain in a timely and proper manner any other obligations, duties or provisions of or under the Contract and fails to cure such default within the time specified in the relevant contract provision or, if no time is specified, within thirty (30) calendar days of the City's written notice to the Service Provider of such default. If the default is not capable of cure within said thirty (30) calendar days, the Service

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Provider shall provide written notice to the City together with a schedule of cure within fifteen (15) calendar days of the City's notice of default, shall begin action to cure the default within said thirty (30) calendar days, and shall diligently proceed to cure the default. The City may accept the Service Provider's schedule of cure, may make a written demand that the Service Provider cure the default within a time period set by the City, or may terminate this Contract at the end of the thirty-day cure period if the default remains uncured.

6.17.3. Termination for Default by Either Party.

By giving written notice to the other party, either party may terminate the Contract upon the occurrence of one or more of the following events:

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Agreement, provided that, unless otherwise stated in the Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within the time specified in the relevant Contract provision, or if no time is specified, within thirty (30) days of receipt of written notice of default from the defaulting party; or (iii) The other party attempts to assign, terminate or cancel the Contract contrary to the terms hereof; or
- b. The other party attempts to assign, terminate or cancel the Contract contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
- d. Any notice of default shall identify this section of the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.
- e. Notwithstanding anything contained herein to the contrary, upon termination of this Agreement by the Company for default, the Company shall continue to perform the Services required by this Agreement and the City shall continue to pay for such Services in accordance with this Agreement, for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new Service Provider.

6.17.4. Additional Grounds for Default Termination by the City.

By giving written notice to the Company, the City may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure

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period and without the occurrence of any of the other events of default previously listed):

- a. Failure of the Company to complete a particular task by the completion date set forth in this Agreement or the Transition Plan;
- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or
- c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the Contract, or failure to provide the proof of insurance as required by the Contract.

6.17.5. No Suspension.

In the event that the City disputes in good faith any invoice or payment request submitted by the Company, notwithstanding anything to the contrary in the Contract, the Company agrees that it will not terminate the Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software or equipment supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

6.17.6. Termination Remedy.

In the event of a termination for convenience or for failure to appropriate funds, the City shall negotiate an equitable settlement of termination costs. Such costs shall include the difference between the book value on the termination date of the Service Provider's equipment purchased solely for performance of Services under the Contract and the retail market value of said equipment on the termination date, provided the retail market value is less than the book value. The book value shall be based on straight-line depreciation over a seven-year Contract term. The retail market value shall be based on a generally recognized equipment value catalog. Such costs shall not include non-project specific overhead; punitive, exemplary, special, consequential or incidental damages; or anticipatory profit.

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- 6.17.7. Cancellation of Orders and Subcontracts.
In the event this Agreement is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination and the City shall make final payment on such Services as the City deems appropriate.
- 6.17.8. Authority to Terminate.
The City Manager or the City Manager's designee is authorized to terminate the Contract on behalf of the City.
- 6.17.9. No Effect on Taxes, Fees, Charges, or Reports.
Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 6.17.10. Specific Performance and Injunctive Relief.
The Company agrees that the Services are critical to the City's operation and that monetary damages are not an adequate remedy for the Company's failure to provide Services as required by the Agreement, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further agrees that a failure by it to perform the Services in the manner required by the Contract will entitle the City to injunctive relief.
- 6.17.11. Other Remedies.
Upon termination of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.
- 6.18. Transition Services Upon Termination.
Upon termination or expiration of this Agreement, the Company shall cooperate with the City to assist with the orderly transfer of the Residential Recycling Collection Service functions and operations provided by the Company hereunder to another service provider or to the City as determined by the City in its sole discretion. Prior to termination or expiration of this Agreement, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the support work of the Company to another provider or to the City itself as described below (the "Transition Services") and the City shall pay for such service at the rates set forth in this

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Agreement. Transition Services may include but shall not be limited to the following:

- Work with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- Notifying all affected service providers and subcontractors of the Company;
- Perform the Transition Service Plan activities;
- Answer questions regarding the Services on an as-needed basis; and
- Provide such other reasonable services needed to effectuate an orderly transition to a new service provider.

6.19. Service Providers Equipment, Facilities and Records.

In the event of termination of the Contract for breach, default or bankruptcy as specified above, the City shall have the right to forthwith select and take possession of all the Service Provider's equipment, facilities and records used, in whole or in part in the performance of the Contract. These measures are required in order to ensure the continued collection of Recyclables in protection of the health and welfare of the City's residents. In the event that the Service Provider's equipment and/or facilities are secured, the City shall have the right to negotiate a lease arrangement with the security holder for the use of the equipment and/or facilities.

6.19.1. The City shall have the right to retain control of said equipment, facilities and records until other such item is acquired by the City for operation of the Services or another Service Provider is engaged to perform the Services;

6.19.2. The City shall have the right at its option to purchase the Service Provider's equipment and facilities at the fair market value thereof, at the time of termination;

6.19.3. The City shall pay the Service Provider the reasonable rental value of such equipment and facilities during the time the same are used by the City should the City elect not to purchase. Liability of the City to the Service Provider during this period shall be that of a bailee for hire, ordinary wear and tear specifically exempt from such liability; and

6.19.4. Within twenty-one (21) days of taking control of said equipment, the City shall inform the Service Provider of its intent to lease or buy said equipment and facilities. At the time, the City will initiate negotiations with the Service Provider to determine the fair market price for such lease or purchase.

Within forty-five (45) days of taking control of said equipment, the City will make an offer to the Service Provider for lease or purchase, and shall escrow the amount offered until negotiations are completed.

Nothing in the above section prevents the City from exercising any and all legal rights including the use of performance bond proceeds to hire a third party or provide Services on a short term or long term basis, the use of the Service Provider's equipment, and pursuing Service Provider reimbursement of the City for any expenditures which result from the

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Service Provider's default, including any and all attorney and professional fees that the City may incur.

- 6.20. **Audit.**
During the term of the Contract and for a period of one (1) year after termination or expiration of the Contract for any reason, the City shall have the right to audit, either itself or through a third party, the books and records (including but not limited to the technical records) of the Company to ensure the Company's compliance with all the terms and conditions of the Contract, including but not limited to the terms of this **Section 6**.
- 6.21. **Company Will Not Sell or Disclose Data.**
The Company will treat as Confidential Information all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Agreement.
- 6.22. **Licensing.**
The Company shall provide notarized copies of all valid licenses and certificates required for performance of the work. The notarized copies shall be delivered to the City no later than ten (10) days after the Service Provider receives the notice of award from the City. Current notarized copies of licenses and certificates shall be provided to the City within twenty-four (24) hours of demand at any time during the contract term. Licenses and certificates required for this Contract include, by way of illustration and not limitation, the following: 1) a business license valid in North Carolina; 2) any additional licenses pertaining to or that may be required to be held by field professionals participating in the Contract work.
- 6.23. **Compliance with Laws and Codes.**
The Company shall ensure that its Collection Services are in compliance with all local, state and federal laws and regulations. In performing the Services, the Company shall comply with all local, state and federal laws and regulations.
- 6.24. **Work on City's Premises.**
The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's Project Manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of City when on City's premises.
- 6.25. **Damage Claims.**
The Company shall be responsible for any damage to real or personal property to the extent caused by the Company's employees, agents or subcontractors in performing the Services under this Contract. Particular attention must be given to the location of water meters, mailboxes, transformers, wires, utility poles, trees, and irrigation structures.

The Company shall notify immediately the SWS KBE or KBE designee of any damage claims and shall resolve the damage claim within thirty (30) calendar days after submission of the notice, unless the City agrees to a longer period. The Company shall provide the SWS KBE or KBE designee with a full written explanation of the resolution of the damage claim. If the damage claim is not

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resolved within the applicable period, the City may take any action it deems necessary to make the injured party whole and deduct the same from amounts due the Company.

6.26. Relationship of the Parties.

The relationship of the parties established by this Agreement is solely that of independent Service Providers, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other. The Company shall be fully and solely responsible for its own acts and omissions and those of its employees, officers, agents and subcontractors. All personnel supplied by Company subcontractors shall be considered employees or agents of Company. The Company shall be responsible for the payment of all salaries, withholding taxes, worker's compensation, disability benefits and other compensation and related taxes for such persons.

6.27. Indemnification.

The Company shall indemnify, defend and hold harmless the City and the City's officers, employees and agents from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations and other liabilities (including settlement amounts) to the extent caused by:

- 6.27.1. Any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, in connection with any software, documentation, services or other products supplied directly or indirectly by the Company in connection with the Contract, or any allegation of any of the foregoing (collectively referred to as "Infringement Claims");
- 6.27.2. Any act(s) of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal;
- 6.27.3. Any acts or omissions of the Company with respect to any of the Services provided by the Company under the Contract (or any allegations of any of the foregoing);
- 6.27.4. Any environmental cleanup required because of equipment failures or improper disposal of Recyclables by the Company or the Company's employees;
- 6.27.5. The City's refusal to produce any item of "Confidential Information" (as defined in the Confidentiality and Non-Disclosure Contract) of the Company after receiving a request for such item and after being instructed by the Company not to produce it;

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- 6.27.6. Any violation caused by the Company of any Interlocal Agreement, state or federal rule, regulation, or law, or any other provision of the law regulating Recycling collection, hauling or disposal;
- 6.27.7. Any claims by any persons or entities supplying labor or material to the Company relating to the performance of the Company's obligations under the Contract; or

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected equipment, product or service; or (ii) repair or replace the infringing equipment, product or service so that it becomes non-infringing, provided that the performance of the Services or any component thereof shall not be adversely affected by such replacement or modification. If the Company is unable to do (i) or (ii) within thirty (30) days after receiving notice of the Infringement Claim the City shall have the right to terminate all Contract documents and receive as a pro rata refund of all amounts paid under the Contract Documents calculated monthly based on a five (5) year useable life.

6.28. Subcontracting.

Should the Company choose to subcontract, the Company shall be the prime Service Provider and shall remain fully responsible for performance of all obligations, which it is required to perform under this Agreement. Any subcontract entered into by Company shall name the City as a third party beneficiary. Any subcontractor must be approved by the City in writing.

6.29. Insurance.

The Company shall obtain and maintain during the life of the Contract, with an insurance company rated not less than A by A.M. Best, authorized to do business in the State of North Carolina the following insurance:

6.29.1. Automobile Liability.

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$2,000,000 bodily injury each person, each accident and \$2,000,000 property damage, or \$2,000,000 combined single limit - bodily injury and property damage.

6.29.2 Commercial General Liability.

Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract, from claims of bodily injury or property damage which arise from operation of the Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$2,000,000 bodily injury each occurrence/aggregate and \$2,000,000 property damage each occurrence/aggregate, or \$2,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability, assumed under the indemnity provision of the Contract.

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- 6.29.3 Worker's Compensation and Employers Liability.
The Company shall meet the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The Company shall not commence any work in connection with this Agreement until it has obtained all of the foregoing types of insurance and proof of such insurance have been submitted to Contract Monitoring and all insurance has been approved. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained, submitted and approved.

6.30. Other Insurance Requirements.

- 6.30.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.
- 6.30.2. The City shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company operations under this agreement.
- 6.30.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days written notice of any intent to amend or terminate by either the insured or the insuring company.
- 6.30.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished.
- 6.30.5. If any part of the work under the Contract is sublet, the subcontractor shall be required to meet all insurance requirements set forth in the Contract. Nothing contained herein shall relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

6.31. Notices.

Any notice, consent or other communication required or contemplated by the Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by fax to the intended recipient at the address set forth below:

For The Company:	For The City:
TBD	TBD
With Copy To:	With Copy To:
TBD	TBD

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Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice, which is sent by fax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective. Changes to the Transition Plan may be submitted and approved by the written consent of each parties Project Manager, and are not subject to the notice requirements of this section.

6.32. Non-Discrimination.

6.32.1. The Company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.

6.32.2. The Company agrees that it will inform the City of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the City of the final disposition of such cases.

6.33. Drug-Free Workplace.

The City is a drug-free workplace employer. The City Council has adopted a policy requiring City Service Providers to provide a drug-free workplace in the performance of any City contract. The Company hereby certifies that it has or it will within thirty (30) days after execution of the Contract:

6.33.1. Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

6.33.2. Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

6.33.3. Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;

6.33.4. Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by, an employee convicted of a drug crime;

6.33.5. Make a good faith effort to continue to maintain a drug-free workplace for employees; and

6.33.6. Require any party to which it subcontracts any portion of the work under the contract to comply with the above provisions.

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A false certification or the failure to comply with the above drug-free workplace requirements during the performance of the Contract shall be grounds for suspension, termination or debarment.

6.34. Miscellaneous.

6.34.1. Entire Agreement.

This Contract and the Contract Documents, including all Forms and Exhibits, all of which are hereby incorporated herein by reference, constitute the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and Proposals, written or oral.

6.34.2. Amendment.

No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.

6.34.3. Governing Law and Jurisdiction.

The parties acknowledge that the Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte and Mecklenburg County, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under the Contract, and that North Carolina law shall govern the interpretation and enforcement of the Contract and any other matters relating to the Contract (all without regard to North Carolina conflicts of law principles).

The parties further agree that any and all legal actions or proceedings relating to the Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of the Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

6.34.4. Binding Nature and Assignment.

This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign the Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. The sale of a majority of the Company's assets or stock shall constitute an "assignment" for purposes of this Section. Any assignment by the Service Provider approved by the City shall not relieve or excuse the Service Provider from responsibility for performance to the City in the event the assignee does not fully perform all work or other obligations of the Service Provider under the Contract.

6.34.5. City Not Liable for Delays.

It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder.

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6.34.6. Force Majeure.

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement (and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Agreement.

Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

6.34.7. Severability.

The invalidity of one or more of the phrases, sentences, clauses or sections contained in the Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of the Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

6.34.8. No Publicity.

No advertising sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City.

6.34.9. Approvals.

All approvals or consents required under the Contract must be in writing.

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Contracting Requirements

- 6.34.10. Waiver.
No delay or omission by either party to exercise any right or power it has under the Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of the Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of the Contract shall be effective unless in writing and signed by the party waiving the rights.
- 6.34.11. Survival of Provisions.
Those Sections of the Contract and the Exhibits which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to all definitions and, a list of surviving Sections which will be included in the final Contract.
- 6.34.12. Interests of the Parties.
The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 6.34.13. No Bribery.
The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 6.34.14. Change in Control.
In the event of a change in "Control" of the Company (as defined below), the City shall terminate the Contract for default unless the City has granted prior written consent. Such consent shall not be unreasonably withheld. Any approval by the City of transfer of ownership or control shall be contingent upon the perspective controlling party becoming a signatory to the Contract and otherwise complying with all the terms and conditions of the Contract. The Company shall notify the City within ten (10) days after it becomes aware that a change in Control will occur. As used in the Contract, the term "Control" shall mean the possession, direct or indirect, of either:
- 6.34.14.1 The ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in Company; or
- 6.34.14.2. The power to direct or cause the direction of the management and policies of Company whether through the ownership of voting securities, by contract or otherwise.
- 6.34.15. Familiarity and Compliance with Laws and Ordinances.
The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. Company further agrees that it will at all times during the term of the Contract be in compliance with all

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applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

6.34.16. Taxes.

The Company shall pay all applicable federal, state and local taxes, which may be chargeable against the performance of the Services.

6.34.17. Harassment.

The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.

REQUEST FOR PROPOSALS ACKNOWLEDGEMENT FORM

The Service Provider hereby certifies receipt of the Request for Proposals package for the City RFP # 269-2009-117, "Residential Recycling Collection Services". This form should be completed upon receipt of the City's Request for Proposals package and faxed or mailed in time for the City to receive it by or before **May 22, 2009**. Include an original with your Proposal submission. Please fax or mail the completed Request for Proposals Acknowledgement Form to the attention of:

Billy Belcher
Business Support Services
Procurement Services Division
Contracts Administration
Fax: 704-632-8255

Date: _____

Authorized Signature: _____

Title: _____

Company Name: _____

Primary Contact Name: _____

Contact E-mail address: _____

Contact phone: _____ Fax number: _____

Please check the appropriate space provided below and provide the requested information:

_____ We plan to submit a Proposal in response to RFP #269-2009-117, "Residential Recycling Collection Services"

_____ We do not plan to submit a Proposal in response to RFP # 269-2009-117, "Residential Recycling Collection Services"

Reason: _____

Pre-Proposal Conference

_____ We plan on attending Pre-Proposal Conference (2 Attendees Max per Company)

_____ We don not plan on attending Pre-Proposal Conference

ADDENDA RECEIPT CONFIRMATION FORM

RFP # 269-2009-117

Residential Recycling Collection Services

Please fax this form upon receipt of addenda to the Procurement Services Division, attention Billy Belcher, fax number 704-632-8255. Include the original with your Proposal.

ADDENDUM #:

DATE ADDENDUM AVAILABLE:

I certify that this Proposal complies with the General and Specific Specifications and conditions issued by the City except as clearly marked in the attached copy.

(Please Print Name)

Date

Authorized Signature

Title

Company Name

PROPOSAL SUBMISSION FORM

RFP # 269-2009-117

Residential Recycling Collection Services

This Proposal is submitted by:

Service Provider: _____

Signed: _____

Name: (Typed) _____

Address: _____

City/State/Zip: _____

Telephone: _____
(Area Code) Telephone Number

Facsimile: _____
(Area Code) Telephone Number

It is understood by the Service Provider that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP. Proposal is valid for one hundred and eighty (180) calendar days from Proposal opening.

Service Provider

Date

Authorized Signature

Please type or print name

PROPOSAL CERTIFICATION

CONTRACT TITLE: Residential Recycling Collection Service

SERVICE PROVIDER: _____

The undersigned Service Provider hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Service Provider has considered all proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in or condoned prohibited discrimination.
2. For purposes of this certification, *prohibited discrimination* means discrimination against any person, business or other entity in contracting or purchasing practices on the basis of race, color, sex, or national origin. Without limiting the foregoing, *prohibited discrimination* also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination.
3. Without limiting any other provision of the solicitation for proposals on this Project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the proposal submitted by the Service Provider on this Project, terminate any contract awarded based on such proposal and/or declare that the Service Provider is ineligible to contract with the City for a period of two years.
4. As a condition of contracting with the City, the Service Provider agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Service Provider, terminate any contract awarded on such bid and/or declare that the Service Provider is ineligible to contract with the City for a period of two years.

NAME OF FIRM

BY: _____
SIGNATURE OF AUTHORIZED OFFICIAL

TITLE

ATTEST/WITNESS:

Secretary/Name of Witness

Sworn to and subscribed before me this
____ day of _____, 20__.

Notary Public
Commission expires

Section 7

Required Form – Form Five - Proposal Pricing Worksheet

PROPOSAL PRICING WORKSHEET

Regardless of exceptions taken, Service Providers shall provide pricing based on the terms set forth in this RFP. Exceptions shall be identified in accordance with **Section 4.1.6** Exceptions to RFP, of this RFP. Also, please note Annexation and Normal Growth Projections in **Section 3.17**.

The City is requesting set pricing for each year of the contract term and all possible extension years. Service Provider will be required to provide Bi-Weekly collection Services.

Complete a separate pricing form for each year of the Contract and for each possible year of the Contract. Each Proposal must indicate the percentage of your total costs that is directly related to fuel for use in the fuel clause found in **Section 3.14**.

Any and all costs the Service Provider will expect the City to pay under the Contract must be identified in the Proposal.

Please identify an hourly Service rate for special projects or services outside the normal Services requested within this RFP in the chart below:

Special Services Hourly Rate	
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	

See **Section 3.16**—The City may add bar code labels to each Customer's Recyclable Container. As an optional item please address what equipment you would use and what the additional cost would be per Unit to scan the bar codes and track Participation Rates below:

Required Form – Form Five - Proposal Pricing Worksheet Year One

Item No.	Item Description	(A) Est. Number of Units	(B) Monthly Cost- per-Unit		(AxB) Cost per Month		(AxBx12) Estimated Annual Cost	
			Dollars	Cents	Dollars	Cents	Dollars	Cents
1	Recycling Collection, Curbside	208,976						
1	Written Cost Per Unit (B): _____ dollars and _____ cents per Unit per month							
2	Recycling Collection, Backyard	427						
2	Written Cost Per Unit (B): _____ dollars and _____ cents per Unit per month							
Total Annual Gross Proposal (Annual Contract Sum) (Sum For Items 1 - 2)								
Check One: ____ Less 15 day prompt payment discount of ____% (Enter discount % offered) WRITTEN: _____ per cent.								
____ Net 30 days (no discount offered)								
Total Annual Net Proposal								
Fuel Pricing Information								
Percentage of Total Costs Related To Fuel: (to a tenth of a %)								

Required Form – Form Five - Proposal Pricing Worksheet Year Two

Item No.	Item Description	(A) Est. Number of Units	(B) Monthly Cost- per-Unit		(AxB) Cost per Month		(AxBx12) Estimated Annual Cost	
			Dollars	Cents	Dollars	Cents	Dollars	Cents
1	Recycling Collection, Curbside	208,976						
1	Written Cost Per Unit (B): _____ dollars and _____ cents per Unit per month							
2	Recycling Collection, Backyard	427						
2	Written Cost Per Unit (B): _____ dollars and _____ cents per Unit per month							
Total Annual Gross Proposal (Annual Contract Sum) (Sum For Items 1 - 2)								
Check One: ____ Less 15 day prompt payment discount of ____% (Enter discount % offered) WRITTEN: _____ per cent.								
____ Net 30 days (no discount offered)								
Total Annual Net Proposal								
Fuel Pricing Information								
Percentage of Total Costs Related To Fuel: (to a tenth of a %)								

Required Form – Form Five - Proposal Pricing Worksheet Year Three

Item No.	Item Description	(A) Est. Number of Units	(B) Monthly Cost- per-Unit		(AxB) Cost per Month		(AxBx12) Estimated Annual Cost	
			Dollars	Cents	Dollars	Cents	Dollars	Cents
1	Recycling Collection, Curbside	208,976						
1	Written Cost Per Unit (B): _____ dollars and _____ cents per Unit per month							
2	Recycling Collection, Backyard	427						
2	Written Cost Per Unit (B): _____ dollars and _____ cents per Unit per month							
Total Annual Gross Proposal (Annual Contract Sum) (Sum For Items 1 - 2)								
Check One:								
____ Less 15 day prompt payment discount of ____% (Enter discount % offered)								
WRITTEN: _____ per cent.								
____ Net 30 days (no discount offered)								
Total Annual Net Proposal								
Fuel Pricing Information								
Percentage of Total Costs Related To Fuel: (to a tenth of a %)								

Required Form – Form Five - Proposal Pricing Worksheet Year Four

Item No.	Item Description	(A) Est. Number of Units	(B) Monthly Cost- per-Unit		(AxB) Cost per Month		(AxBx12) Estimated Annual Cost	
			Dollars	Cents	Dollars	Cents	Dollars	Cents
1	Recycling Collection, Curbside	208,976						
1	Written Cost Per Unit (B): _____ dollars and _____ cents per Unit per month							
2	Recycling Collection, Backyard	427						
2	Written Cost Per Unit (B): _____ dollars and _____ cents per Unit per month							
Total Annual Gross Proposal (Annual Contract Sum) (Sum For Items 1 - 2)								
Check One: ____ Less 15 day prompt payment discount of ____% (Enter discount % offered) WRITTEN: _____ per cent.								
____ Net 30 days (no discount offered)								
Total Annual Net Proposal								
Fuel Pricing Information								
Percentage of Total Costs Related To Fuel: (to a tenth of a %)								

Required Form – Form Five - Proposal Pricing Worksheet Year Five

Item No.	Item Description	(A) Est. Number of Units	(B) Monthly Cost- per-Unit		(AxB) Cost per Month		(AxBx12) Estimated Annual Cost	
			Dollars	Cents	Dollars	Cents	Dollars	Cents
1	Recycling Collection, Curbside	208,976						
1	Written Cost Per Unit (B): _____ dollars and _____ cents per Unit per month							
2	Recycling Collection, Backyard	427						
2	Written Cost Per Unit (B): _____ dollars and _____ cents per Unit per month							
Total Annual Gross Proposal (Annual Contract Sum) (Sum For Items 1 - 2)								
Check One: ____ Less 15 day prompt payment discount of ____% (Enter discount % offered) WRITTEN: _____ per cent.								
____ Net 30 days (no discount offered)								
Total Annual Net Proposal								
Fuel Pricing Information								
Percentage of Total Costs Related To Fuel: (to a tenth of a %)								

Required Form – Form Five - Proposal Pricing Worksheet Year Six

Item No.	Item Description	(A) Est. Number of Units	(B) Monthly Cost- per-Unit		(AxB) Cost per Month		(AxBx12) Estimated Annual Cost	
			Dollars	Cents	Dollars	Cents	Dollars	Cents
1	Recycling Collection, Curbside	208,976						
1	Written Cost Per Unit (B): _____ dollars and _____ cents per Unit per month							
2	Recycling Collection, Backyard	427						
2	Written Cost Per Unit (B): _____ dollars and _____ cents per Unit per month							
Total Annual Gross Proposal (Annual Contract Sum) (Sum For Items 1 - 2)								
Check One: ____ Less 15 day prompt payment discount of ____% (Enter discount % offered) WRITTEN: _____ per cent.								
____ Net 30 days (no discount offered)								
Total Annual Net Proposal								
Fuel Pricing Information								
Percentage of Total Costs Related To Fuel: (to a tenth of a %)								

Required Form – Form Five - Proposal Pricing Worksheet Year Seven

Item No.	Item Description	(A) Est. Number of Units	(B) Monthly Cost- per-Unit		(AxB) Cost per Month		(AxBx12) Estimated Annual Cost	
			Dollars	Cents	Dollars	Cents	Dollars	Cents
1	Recycling Collection, Curbside	208,976						
1	Written Cost Per Unit (B): _____ dollars and _____ cents per Unit per month							
2	Recycling Collection, Backyard	427						
2	Written Cost Per Unit (B): _____ dollars and _____ cents per Unit per month							
Total Annual Gross Proposal (Annual Contract Sum) (Sum For Items 1 - 2)								
Check One: ____ Less 15 day prompt payment discount of ____% (Enter discount % offered) WRITTEN: _____ per cent.								
____ Net 30 days (no discount offered)								
Total Annual Net Proposal								
Fuel Pricing Information								
Percentage of Total Costs Related To Fuel: (to a tenth of a %)								

Section 7

Required Form – Form Six - Proposal Assumptions

PROPOSAL ASSUMPTIONS FORM

Routes.

Number of Routes per Day:	Monday	Tuesday	Wednesday	Thursday	Friday
Recycling					
Recycling Collection-Backdoor					
Households per Route by Service Type					
Recycling					
Recycling Collection-Backdoor					

Personnel.

(Employees that are only needed at peak times of the year must be noted by type of employees and service type)

Number of Employees per Route:	Monday	Tuesday	Wednesday	Thursday	Friday
Supervisory Employees					
Recycling Employees					
Temporary Employees (Holidays, Etc...)					
Equipment Maintenance					
Total Employees per Route					
Total Number of Employees for all Routes Combined					

Work Hours.

Number of Expected Employee Work Hours by Service Type for each Route:	
Recycling	
Recycling Collection-Backdoor	

Equipment.

Total Number of Trucks Company is Proposing:	
Recycling	

Section 7

Required Form – Form Six - Proposal Assumptions

Recycling Collection-Backdoor	
Number of New Vehicles	
Number of Reserve Vehicles	
Number of Used Vehicles	

Additional Questions:

1. Include a chart with your proposal showing the service type the vehicle will be used for, make and model of vehicle, and year the vehicle was manufactured
2. Describe how you will handle absenteeism for vacations, holidays, sick time for regular employees?

If assumptions change for any year of the contract, include a separate Form Six for each year assumptions change and designate the appropriate contract year.

PROPOSING ORGANIZATION'S BACKGROUND AND EXPERIENCE

Please answer the following questions as completely as possible, placing your answer immediately after the question to which it applies. **If you wish to add supplemental information, it should be labeled "Supplemental Information."**

1. **Official Name.**

Provide the legal name and address of the company submitting a Proposal, and its state of incorporation. Also identify all subcontractors or joint venture partners and the percentage of their role in the total project.

2. **Company Background and Experience.**

Provide an overview and history of your company, answering at a minimum the following:

- How long has your organization been providing Residential Recycling Collection Services?
- Describe your total organization, including any parent companies, subsidiaries, affiliates, and other related entities.
- Describe the ownership structure of your organization, and identify all persons or entities that own a greater than ten percent (10%) equity interest in your organization.
- Provide a management organization chart of your overall organization, showing director and officer positions and names and the reporting structure.
- Describe any organizational changes such as divestitures, acquisitions, or spin-offs involving your organization that have occurred in the last two (2) years or are anticipated in the future.
- Name your project and contract management team members. Provide resumes and three (3) references for each person named as a team member.
- Provide a detailed description of at least three (3) Recycling collection projects, similar in size, types of Recyclables collected and method of collection (automated / semi-automated 90+ gallon containers) to the Charlotte project. For each project listed, describe the method of collection (automated, semi-automated, rear-loader, etc.), the materials collected, the dates of services, the Company's technical role, the proportion of work performed, and other Residential Recycling Collection Services performed. Descriptions should distinguish those projects acquired by acquisition, private negotiations, or public procurement. If describing a current project, include the contract expiration date.
- Provide references and descriptions on customer education programs regarding changes in customer services which your Company has implemented.
- For any project referenced for any reason in your Proposal, provide a contact name, title, telephone, fax, address and e-mail address.
- List your local operating division nearest to Charlotte, North Carolina. Provide the number and type of employees, the number and type of equipment (including age and mileage) and maintenance facilities currently in that location. The City reserves

Required Form – Form Seven - Qualifications

the right to inspect Company equipment and facilities during the evaluation process.

3. **Understanding of the Scope.**

Each Service Provider should describe their knowledge of state and local regulations regarding Residential Recycling Collection Services. Each Service Provider should be familiar with the area's demographics, and current collection and disposal practices. Describe how your organization meets this requirement.

4. **Environmental Exposure, Risk, and Compliance.**

For ongoing landfill management and other environmental projects, the potential financial impacts from risks associated with environmental costs and project liabilities, exposure to toxic or hazardous waste, and compliance with all necessary Environmental Protection Agency (EPA) regulations and requirements, will be assessed. Each Service Provider shall provide the following information in their Proposal;

Discuss any significant ongoing or projected environmental costs of project liabilities for the Service Provider or any project Guarantor. If exposure existed in the past describe the measures being taken today by the Service Provider or their guarantor to mitigate this exposure in the future;

Provide assurance that the Service Provider and any guarantor is in full compliance with all necessary EPA regulations and requirements, expounding on information which is compiled and submitted to the United States Securities and Exchange Commission (SEC). Address any ongoing federal or state government investigations of any kind, which may be taking place with regard to any of the Service Provider's or guarantor's projects; and

Detail the level of exposure the Service Provider or guarantor has to projects that involve the treatment, transfer, or disposal of hazardous materials. Describe any subsidiaries that deal with hazardous waste, and the amount and type of insurance coverage maintained.

5. **Proposed Project Team.**

If the Service Provider's Proposal submission will be from a team composed of more than one (1) company or if any subcontractor will provide more than fifteen percent (15%) of the Services, all such participating companies must be identified. Provide a description, which includes the teaming relationships, form of partnership, each team member's contribution, and the experience of each team member, which qualifies them to fulfill their responsibility. Provide descriptions and references for the projects on which team members have previously collaborated. Identify the extent, if any, of Minority-and Women-Owned Business Enterprise participation in this project.

6. **Proposing Organization's Financial Qualifications.**

Please answer the following questions as completely as possible, placing your answer immediately after the question to which it applies.

7. **Analytical Approach.**

The evaluation of the financial viability of the Service Providers in the City of Charlotte Residential Recycling Collection Services competition was developed with one primary goal in mind: to protect the City from risk of default by a selected Service Provider due to financial instability. Various analytical techniques will be used to assess the financial strength and stability of each Service Provider, focusing on profitability, solvency, and efficiency.

Required Form – Form Seven - Qualifications

The analysis will include an evaluation of specific financial indices and ratios in an effort to maximize objectivity and provide measures that are more directly comparable among Service Providers. Other factors which may impact the financial position of a Service Provider, or which provide additional evidence of the financial strength of a Service Provider, will also be assessed. These factors include years of experience in providing similar services, and demonstration of the ability to provide an adequate performance bond and to obtain sufficient levels of liability insurance. Relevant information regarding recent litigation and bankruptcy filings, which may materially affect a Service Provider's financial position, will be examined. In addition to credit ratings and credit reports, bank and vendor references will be used to evaluate the credit worthiness of each Service Provider.

8. **Guarantor.**

Service Providers may elect to enhance their financial ability standing by proposing a guarantor. The nature of the relationship between the Service Provider and its guarantor is critical to protect the City in the event that the contracting Service Provider defaults on its obligations. If the parent company of a proposing Service Provider is serving as the guarantor, then the parent company **must indicate in a letter its willingness to guarantee all contractual obligations of the Service Provider.** If your organization is proposing a guarantor that has a relationship with the Service Provider other than a parent/subsidiary relationship, then a detailed explanation of all past and present relationships between the Service Provider and its guarantor must be provided, in addition to a letter from the guarantor indicating its willingness to guarantee all contractual obligations of the Service Provider.

Any financial information requested of the Service Provider in the following section must similarly be provided for the guarantor. In the event of a joint Proposal all proposing entities must provide statements specifying the extent to which each entity will act as guarantor and provide all relevant financial documents for all entities involved in the joint venture. Additionally, if there is more than one (1) guarantor, then the guarantors must be jointly and separately obligated.

9. **Requests for Financial Information.**

Please furnish the following financial information for the proposing Service Provider, guarantor(s), and any subcontractor included as having a significant role (defined as providing more than fifteen percent (15%) of the services) in providing Services to the City:

- Evidence that demonstrates the ability to obtain the insurance as required in the RFP. Such evidence may take the form of certificates of insurance showing that the Service Provider already has such insurance policies, or letters from qualified insurance companies evidencing a commitment to provide such insurance for the Service Provider;
- Annual audited financial reports for each of the past five (5) fiscal years, prepared in accordance with Generally Accepted Accounting Principles (GAAP), and all relevant notes;
- The most recent Form 10-K and Form 10-Q filed with the SEC; or if the Service Provider is not regulated by the SEC, then the most recent quarterly financial report;

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Required Form – Form Seven - Qualifications

- Description of any material adverse changes in financial position within the past five (5) years; any material changes in the mode of conducting business; any bankruptcy proceedings, mergers, acquisitions, takeovers, joint ventures, and/or divestitures within the past five (5) years. In addition, provide a clear and definitive statement of the following:
 - Years of providing solid waste services by the Service Provider and/or predecessor organization;
 - Whether or not the Service Provider (and/or predecessor and guarantor) has declared bankruptcy within the last five (5) years;
 - Description of the financial impact of any past or pending legal proceedings and judgments, that could materially affect the Service Provider's financial position or ability to provide Services to the City;
 - All credit reports, credit bulletins, and any other published statements by the most recognized agencies (Standard & Poor's Rating Group, Moody, Investor Services, Dun & Bradstreet, and Value Line) that have been issued or published within the past five (5) years regarding the Service Provider and any guarantors;
 - The prospectus or offering statement for the Service Provider's latest security or equity offering, if applicable;
 - The company name, contact person, telephone number, and fax number of at least two (2) references from bank or institutional lenders which have extended credit to the Service Provider in the past five (5) years; or if the Service Provider has not applied for credit in the past five (5) years, the contact person's name, telephone number, and fax number of at least two (2) references from banks with which the Service Provider conducts business;
 - The company name, contact person, e-mail address, telephone number, and fax number of at least two (2) credit references from major suppliers/vendors;
 - Completion of the Financial Resources Data Form found below; and
 - Any additional information, which the Service Provider believes, is appropriate to fully reflect the financial strength of the Service Provider or guarantor.

Failure to provide such information is cause for rejection of the Service Provider's SOQ at the sole discretion of the City. For any subcontractor providing more than fifteen percent (15%) of the Services, the City reserves the right, at its sole discretion, to reject the subcontractor if it fails to meet minimum financial requirements. In the event the City rejects the subcontractor, the Contractor must assume the responsibilities of the subcontractor or find a replacement satisfactory to the City.

10. **Litigation.**

Answer the following questions for the Service Provider and each subcontractor providing more than fifteen percent (15%) of the Services for the Service Provider, as well as for each joint venture partner and guarantor:

Required Form – Form Seven - Qualifications

- Is there, or within the latest five years has there been, any litigation or governmental or regulatory action pending or threatened against the organization that might have a bearing on its ability to provide Residential Recycling Collection Services to the City or to satisfy the obligations that it proposes to guarantee? If so, identify and describe each such lawsuit or proceeding.
- Identify all lawsuits filed during the past five years in which a claim was made that the organization or any person or entity that owns a greater than five percent (5%) interest in the organization: (a) failed to properly provide Residential Recycling Collection Services; (b) was negligent in connection with the performance of Residential Recycling Collection Services; (c) engaged in theft, fraud or other willful misconduct, or negligently hired employees who allegedly engaged in such conduct; or (d) failed to pay a debt or contractual obligation when due;
- Submit declarations of the current status of all pending criminal, civil, or administrative litigation that commenced within the past ten (10) years in North America involving the Service Provider, guarantor, or current officers of either company. Current officers being defined to include those individuals who are presently serving or have served within the last two (2) years as an officer of the Company.

11. Other Considerations.

Specify the Company's total revenue, number of employees, products and services, affiliated companies, and other descriptive information.

Provide relevant documents that describe the Company's financial status, such as audited financial statements, annual reports, or 10-K reports, and the DUNS number.

If your Company does not have the audited financial statements requested above it is the responsibility of the Company to provide the City with information of sufficient quantity and with verifiable sources to ascertain that the Company is financially capable of performing the required Solid Waste Services. Failure to provide adequate financial information may result in the exclusion of your Proposal from the procurement process.

		1	2	3	4	5
		2004	2005	2006	2007	2008
A.	Total Revenues					
B.	Net Income					
C.	Total Assets					
D.	Current Assets					
E.	Total Liabilities					
F.	Current Liabilities					
G.	Equity					

Section 7

Required Form – Form Seven - Qualifications

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Using the information provided in the above table, calculate:

Revenue Growth Percentages			Profitability Percentages	Return on Revenue
2004: (A2-A1) / A1	%		2004: B1 / A1	%
2005: (A3-A2) / A2	%		2005: B2 / A2	%
2006: (A4-A3) / A3	%		2006: B3 / A3	%
2007: (A5-A4) / A4	%		2007: B4 / A4	%
			2008: B5 / B5	%

Return on Assets			Leverage Ratio	
2004: B1 / C1	%		2004: E1 / G1	%
2005: B2 / C2	%		2005: E2 / G2	%
2006: B3 / C3	%		2006: E3 / G3	%
2007: B4 / C4	%		2007: E4 / G4	%
2008: B5 / C5	%		2008: E5 / G5	%

Net Worth			Revenue to Working Capital	
2004: C1 – E1	\$		2004: A1 / (D1 – F1)	%
2005: C2 – E2	\$		2005: A2 / (D2 – F2)	%
2006: C3 – E3	\$		2006: A3 / (D3 – F3)	%
2007: C4 – E4	\$		2007: A4 / (D4 – F4)	%
2008: C5 – E5	\$		2008: A5 / (D5 – F5)	%

Working Capital			Liquidity Ratio	
2004: D1 – F1	\$		2004: D1 / F1	%
2005: D2 – F2	\$		2005: D2 / F2	%
2006: D3 – F3	\$		2006: D3 / F3	%
2007: D4 – F4	\$		2007: D4 / F4	%
2008: D5 – F5	\$		2008: D5 / F5	%

SERVICE PROVIDER CAN DOWNLOAD THE FOLLOWING IN SECTION 8 ON THE FOLLOWING SITE:

[HTTP://WWW.CHARMECK.ORG/DEPARTMENTS/BUSINESS+SUPPORT+SERVICES/PROCUREMENT/HOME.HTM](http://www.charmeck.org/departments/business+support+services/procurement/home.htm)

SEARCH THE LEFT-HAND SIDE OF THE PAGE AND LOOK FOR EASTZONE RFP 269-2009-117 AND YOU CAN DOWNLOAD EACH DOCUMENT.

8. EXHIBITS

EXHIBIT A – Service Locations and Type

EXHIBIT B – Service Map

EXHIBIT C – City of Charlotte Recycling Tonnage Historical Data

EXHIBIT D – City of Charlotte Solid Waste Ordinance

EXHIBIT E – Interlocal Agreement – Disposal Facility

EXHIBIT F – Traffic Control Guidelines

EXHIBIT G – Physical Disability Service Locations