

**REQUEST FOR PROPOSALS # 08-12**

**FOR**

**MUNICIPAL SOLID WASTE MANAGEMENT SERVICES**

**FOR**

**THE CITY OF GREENSBORO, NC**



**ISSUED BY:  
CITY OF GREENSBORO, NC  
300 W. Washington Street  
Greensboro, NC 27402**

**Issued: April 11, 2012**

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## SECTION 1– INTRODUCTION AND BACKGROUND INFORMATION

### 1.1 Purpose of the RFP

The purpose of this Request for Proposal (RFP) is to solicit the interest of the private sector for providing the City of Greensboro (City) with municipal solid waste management services. The services may include Transfer Station operations, and/or transportation, and/or disposal of the City's Municipal Solid Waste (MSW). It is the City Council's responsibility to provide for the management of municipal solid waste collected from the citizens of Greensboro. In pursuing this service from the private sector, the Council must determine that the selected Contractor has the necessary qualifications, facilities, equipment, staffing and financial resources to respond without interruption. The reliability of the Contractor to provide the required services while meeting the financial and environmental goals of the Council is necessary for the health, safety and convenience of the public. In order to address these concerns, the Council is requesting proposals in a formatted and structured method to allow for the verification of those Contractors which can successfully and economically meet the City's requirements.

### 1.2 Scope of Services Being Solicited

The City Council will entertain proposals from the private sector to provide the equipment and staffing for the operation of the City's Transfer Station and/or the transportation and/or disposal of MSW in a landfill that meets or exceeds Federal and State Subtitle D Disposal Requirements.

These services will be in accordance with the terms and conditions as provided in Section 7 of this RFP. In summary, the services may include, but not be limited to, any combination of the following:

- The operation of the City's existing MSW transfer station.
- The transportation of MSW from the City's existing transfer station to a Subtitle D disposal site.
- The disposal of MSW from the City in a Subtitle D landfill.

In the event the City outsources operation for the Transfer Station, the City will retain control over the rates charged to customers.

### 1.3 Schedule

The City intends to adhere to the following schedule during the proposal process. This schedule may change at the City's discretion.

#### PRELIMINARY PROPOSAL SCHEDULE

- |  |           |
|--|-----------|
| ▪ Issuance of RFP                                | 4/11/2012 |
| ▪ Contractors Deadline to Submit Questions       | 4/25/2012 |
| ▪ City Issuance of Written Response to Questions | 5/02/2012 |
| ▪ Proposal Submission Deadline                   | 5/10/2012 |
| ▪ Preliminary Report to Council                  | 5/15/2012 |
| ▪ Council Meeting to Select Vendor               | 6/05/2012 |



74 submittal of the revised plan to the Department of Environment and Natural Resources, Division of Waste  
75 Management. The City will be responsible for any required Plan updates.

## 76 1.7 Solid Waste Stream Description

77 Table 1-1 presents historical quantities of waste managed in Guilford County as provided in the 2009 SWM  
78 Plan update.

Fiscal Year	Population <sup>1</sup>	MSW <sup>2</sup> Tons Landfilled	C&D Tons Landfilled	Total Tons Diverted <sup>4</sup>
1997-1998	385,852	467,536	51,049	69,318
1998-1999	391,008	474,945	52,772	69,206
1999-2000	393,434	613,768	142,987	184,347
2000-2001	422,179	555,284	174,728	202,135
2001-2002	425,931	544,138	214,429	80,814
2002-2003	428,643	538,715	170,866	70,384
2003-2004	431,606	491,060	168,165	65,600
2004-2005	434,949	441,231	205,035	79,332
2005-2006	442,355	476,040	227,566	81,819
2006-2007	451,087	531,626	169,834	79,145
2007-2008	460,784	491,268	138,381	91,449

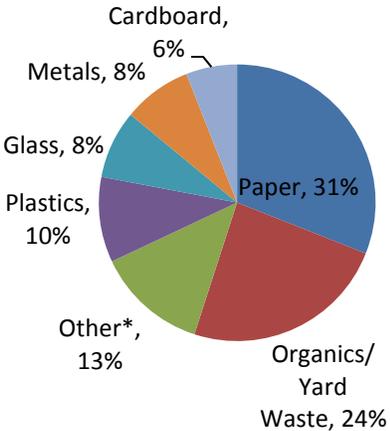
- 79 1. Population projections taken from NC State Demographics, Projected Annual County Population Totals.  
80 2. Includes residential, commercial, and industrial.  
81 3. Historical data taken from North Carolina Solid Waste Management Annual Reports and DENR's County Waste Disposal Reports.  
82 4. Tons diverted include recycling and yard waste composting programs.

83 In FY 2010-11, a total of 566,600 tons of waste was landfilled from Guilford County. A total of approximately  
84 223,300 tons of this waste was processed through the City's transfer station with approximately 58 percent of  
85 that quantity being collected by City forces.

86 As taken from the 2009 SWM Plan update, the waste stream is broken down into MSW and C&D with the  
87 MSW making up approximately 78% of the total waste stream with C&D approximately 22%. The MSW is  
88 further broken down into three sectors including residential (29%), commercial (26%) and industrial (23%).  
89 Although no waste characterization studies have been performed, estimates of the waste components found  
90 in the three sectors comprising the MSW stream in Guilford County have been compiled using statistics  
91 presented in Volume I of the North Carolina Recycling and Solid Waste Management Plan. The breakdown of  
92 each sector is presented in the following figures.

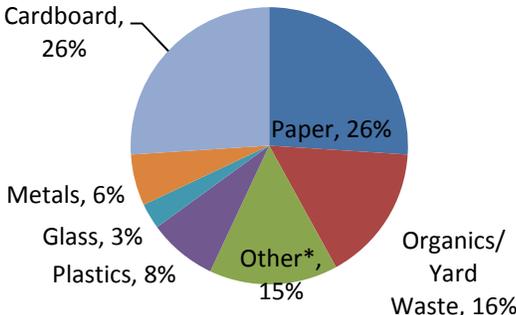
93

### Residential MSW Waste Stream Composition



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95  
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### Commercial MSW Waste Stream Composition



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The following Table 1-2 presents the waste projections for MSW as provided in the 2009 MSW Plan update for Guilford County.

Year	Population	Future MSW Tonnage Projections			
		Residential Waste	Commercial Waste	Industrial Waste	Total
2009-2010	475,826	189,050	169,490	149,930	508,470
2010-2011	481,488	191,290	171,510	151,720	514,520
2011-2012	487,327	193,610	173,590	153,560	520,760
2012-2013	493,167	195,930	175,670	155,400	527,000
2013-2014	499,007	198,250	177,750	157,240	533,240
2014-2015	504,846	200,570	179,830	159,080	539,480
2015-2016	510,731	202,920	181,920	160,930	545,770
2016-2017	516,753	205,300	184,070	162,830	552,200
2017-2018	522,775	207,700	186,210	164,730	558,640
2018-2019	528,796	210,090	188,360	166,620	565,070

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104

105 **1.8 Waste Managed Through the Transfer Station**

106 The following table presents historical waste quantities of waste managed through the City's Transfer Station.

Fiscal Year	City Tons Collected	Non-City Tons Collected	Total Tons <sup>1</sup>
2008-09	143,250.18	95,555.73	238,805.91
2009-10	136,839.25	100,070.23	236,909.48
2010-11	129,284.22	94,011.65	223,295.87

107 <sup>1</sup>. All MSW has been transported to and disposed of at the Uwharrie Landfill located in  
 108 Montgomery County, NC.

109 **1.9 Web Based Resources**

110 The City of Greensboro has compiled certain documents related to the City's waste management program and  
 111 facilities. These files are located at <http://www.greensboro-nc.gov/index.aspx?page=576>. These documents are  
 112 provided for informational purposes only and are not to be relied upon as a representation of complete or current  
 113 records.

1 **SECTION 2 – TERMS AND CONDITIONS**

2 **2.1 RFP Documents**

3 These RFP documents constitute the complete set of proposal specifications and forms. All forms and  
4 documents must be executed and submitted in sealed envelopes as provided in Section 3 of this RFP entitled  
5 Proposal Preparation Instructions. Proposals not submitted on the prescribed proposal forms shall be rejected.  
6 By submitting a proposal, the proposer agrees to be subject to all terms and conditions specified herein  
7 including but not limited to the requirements in the draft Contract Principles (refer to Section 7 of this RFP). No  
8 exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a  
9 binding offer by the proposer.

10 **2.2 Adjustments/Changes/Deviations to the RFP**

11 A proposer shall not attempt to limit, restrict, or qualify its proposal. No adjustments, changes to, or deviations  
12 from this RFP will be accepted. No additional terms and conditions included with this RFP proposal shall be  
13 evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and  
14 are inapplicable to this RFP.

15 **2.3 Addenda**

16 The City reserves the right to issue addenda to this RFP. It is the responsibility of each prospective proposer  
17 to verify and acknowledge that he/she has received all addenda issued before delivering their proposal to the  
18 City.

19 **2.4 Changes in Law Affecting Proposals**

20 In the event that any change in law occurs or any governmental restrictions are imposed which would  
21 necessitate alteration of the proposal, it shall be the responsibility of the proposer to immediately notify the  
22 City. In such cases, the City reserves the right to issue an addendum or cancel this RFP.

23 **2.5 Interpretations and Inquires**

24 All proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought  
25 to the attention of the City or its agent immediately.

26 Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in  
27 writing, and received by the City no later than 5:00 pm April 25, 2012. Written inquiries should be delivered by  
28 hand, mail or e-mail and addressed to:

29 Susan Crotts (susan.crotts@greensboro-nc.gov)  
30 Centralized Contracting Division Manager  
31 City of Greensboro  
32 P.O. Box 3136  
33 Greensboro, NC 27402-3136 (if by mail)  
34 Purchasing and Treasury/Centralized Contracting Division  
35 MMOB-Room UG12  
36 300 West Washington Street  
37 Greensboro, NC 27401 (if hand delivered)

38 No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents.  
39 Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes  
40 to, the RFP documents will be made in the form of a written addendum to the RFP documents and will be  
41 furnished by the City to all proposers who request a copy of the RFP. Only those interpretations of, or changes  
42 to, the RFP documents that are made in writing and furnished to the proposers by the City may be relied upon.

## 43 **2.6 Verbal Agreements**

44 No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after  
45 execution of the Contract, shall affect or modify any of the terms or obligations contained in the Contract. Any  
46 such verbal agreement or conversation shall be considered as unofficial information and in no way binding  
47 upon the City or the Contractor. Proposers should have no contact with elected officials or appointed officials.

## 48 **2.7 Qualification of Proposer**

49 The proposer must describe the company and staff qualifications as they relate to successfully operating  
50 transfer station and/or MSW landfills which receive a minimum of 100,000 tons annually and/or providing  
51 transportation services as defined in this RFP. Proposer must complete the qualification forms included in  
52 Section 4 of these RFP documents.

## 53 **2.8 No Contingent Fees**

54 The proposer warrants that it has not employed or retained any company or person, other than a bona fide  
55 employee, agent, consultant or lobbyist working solely for the proposer, to solicit or secure the awarding of this  
56 RFP and resulting Contract, and that it has not paid or agreed to pay any person, any fee, commission,  
57 percentage, gift or other consideration contingent upon or resulting from the award of this RFP or making of  
58 the Contract. The City also reserves the right to pursue any remedies or actions available to it to respond to  
59 such violation.

## 60 **2.9 Conflict of Interest**

61 Refer to Section 7, Contract Principles.

## 62 **2.10 Proposer's Non-Collusion Certification**

63 Any proposer submitting a proposal to this RFP must complete and execute the Non-Collusion Affidavit of  
64 Proposer form included in Section 4 of these RFP documents.

## 65 **2.11 No Assignment or Transfer of Proposal**

66 Proposals shall not be assigned or transferred without the express written consent of the City. A proposer who  
67 is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal  
68 process, prior to the execution of a Contract, is subject to having its proposal disqualified as a result of such  
69 transaction. The City shall determine whether a proposal is to be disqualified in such instances.

70 If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory  
71 agency concerning the potential acquisition of proposer, or the sale of a controlling interest in the proposer, or  
72 any similar transaction, proposer shall immediately disclose such information to City. Failure to do so may  
73 result in the proposal being disqualified, at the City's sole discretion.

74 **2.12 Multiple Proposals**

75 More than one proposal from an individual, firm, partnership, corporation, or association under the same or  
76 different names will not be considered. This does not prohibit Contractors from submitting for Transfer Station  
77 operations, transportation and disposal or subcontractors from being on multiple proposals or to also submit  
78 as a prime contractor.

79 **2.13 Legal Requirements**

80 Proposers are required to comply with all provisions of federal, state, county, and local laws, ordinances, rules  
81 and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of the  
82 proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against  
83 the legal effects thereof.

84 **2.14 Familiarity with Laws and Ordinances**

85 The submission of a proposal on the services requested herein shall be considered as a representation that  
86 the proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations which affect  
87 those engaged or employed in the provision of such services, or equipment used in the provision of such  
88 services, or which in any way affects the conduct of the provision of such services; and no plea of  
89 misunderstanding will be considered on account of ignorance thereof. If the proposer discovers any provisions  
90 in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, it shall be  
91 reported to the City in writing without delay.

92 **2.15 Compliance with Occupational Safety and Health Act**

93 By submitting a proposal, proposer certifies that all material, equipment, and all other items necessary to  
94 operate the facility or provide the services as contained in their proposal meets all O.S.H.A. requirements.  
95 Proposer further certifies that if it is the successful proposer, and if any of the materials, equipment, or other  
96 items delivered and necessary to operate the facility or provide the services proposed are subsequently found  
97 to be deficient in any O.S.H.A. requirements, all costs necessary to bring the deficient material, equipment, or  
98 other items, into compliance with the aforementioned requirements shall be borne by the proposer.

99 **2.16 Minority and Women Business Enterprise**

100 The City notifies all proposers that in regard to any Contract entered into, small contractors, minority  
101 contractors, physically handicapped contractors, and women contractors will be afforded equal opportunity to  
102 respond and will not be discriminated against on the basis of race, color, sex, or national origin in  
103 consideration for an award.

104 **2.17 Taxes**

105 All sales made directly to the City are taxable, and the proposer shall pay all sales, consumer, use and other  
106 similar taxes required to be paid by the proposer in accordance with the laws and regulations of the state of  
107 North Carolina that are applicable during the performance of the work.

108 **2.18 Privilege License**

109 All contractors working for the City shall be in compliance with the City of Greensboro Business Privilege  
110 License requirements. Award of Contract will be contingent upon receipt of a copy of the license. Privilege

111 licenses are renewable each July 1 throughout the duration of the contract. For information and the cost of the  
112 Business Privilege License, contact the City of Greensboro Financial Services Division.

## 113 **2.19 Advertising**

114 In submitting a Proposal, proposer agrees not to use the results of said submittal as a part of any advertising  
115 or proposer sponsored publicity without the express written approval of the City.

## 116 **2.20 Contractual Agreement**

117 The City shall not be obligated to any proposer to enter into a Contract with the proposer despite the City  
118 governing body prospectively awarding the Contract to a proposer. The City shall be obligated to a proposer if  
119 and only if the City enters into a Contract for the services with the proposer, and further, no action will lie  
120 against the City to compel City to execute any such Contract, or to recover from the City any damages, costs,  
121 lost profits, expenses, etc., that any proposer may incur if the City chooses not to sign such Contract. By  
122 submitting a proposal for the services, all proposers acknowledge and agree that no enforceable contractual  
123 relationship arises until the City signs the Contract, that no action shall lie to require City to sign such Contract  
124 at any time, and that each proposer waives all claims to damages, lost profits, costs, expenses, reasonable  
125 attorneys fees, etc., as a result of the City not signing such Contract.

## 126 **2.21 Facilities**

127 The City reserves the right to inspect each proposer's facilities at any reasonable time, during normal working  
128 hours, with one (1) hour prior notice to determine that the proposer has a bona fide place of business, and is a  
129 responsible proposer.

## 130 **2.22 Contract Modifications**

131 The City reserves the right to make modifications to the Contract to more fully effectuate the intent of this RFP  
132 and the City's Solid Waste Management program.

## 133 **2.23 Withdrawal or Revision of Proposal Prior to and After Opening**

134 A proposer may, without prejudice, withdraw, modify, or correct a proposal after it has been deposited with the  
135 City, but only prior to the proposal closing time. Modification or corrections of proposals may be made by  
136 means of facsimile or other written communications, provided such modifications or corrections are received  
137 prior to the closing time set for receiving proposals. No corrections to proposals will be acceptable unless each  
138 correction is signed or initialed by the proposer. If initialed, the City may require the proposer to identify any  
139 corrections so initialed.

140 The withdrawal, modification or correction of a proposal after the proposal closing time shall constitute a  
141 breach by the Proposer.

## 142 **2.24 Acceptance or Rejection of Proposals**

143 The City reserves the following rights and options:

- 144       ▪ to reject any and all proposals that fail to meet the literal and exact requirements of the specifications;
- 145       ▪ to accept the proposal which in the judgment of the City Council is the most responsible proposal;
- 146       ▪ to reject any and all non-responsive proposals;

- 147           ▪ to waive irregularities in any proposal;
- 148           ▪ enter into negotiations with any proposer, or multiple proposers, or the City's existing contractor for
- 149           services;
- 150           ▪ to reject all proposals without cause; and
- 151           ▪ to issue subsequent requests for new proposals.

152 Any or all proposals will be rejected if there is reason to believe that collusion existed among the proposers.  
153 Proposals received from participants in such collusion will not be considered for the same work when and if re-  
154 advertised.

155 The City may reject proposals for any reason that the City deems sufficient. Among other things, the City may  
156 reject proposals:

- 157           ▪ if the proposer misstates or conceals any material fact in the Proposal;
- 158           ▪ if the proposal does not strictly conform to the law or the requirements of this RFP;
- 159           ▪ if the proposal is subject to any conditions or qualifications;
- 160           ▪ for budgetary reasons;
- 161           ▪ if a change occurs that makes this RFP unnecessary for the City; or
- 162           ▪ if the City Council decides to extend its existing contract with its current Contractor.

## 163 **2.25 Award of Contract by City Council**

164 The award of a Contract, if made, will be to the most advantageous, responsive proposer. No award will be  
165 made until all necessary investigations have been made to determine the responsiveness and responsibility of  
166 the proposer under consideration. After opening the proposals the City Manager may require the selected  
167 proposer to submit a verified statement disclosing all ownership interests, whether direct, indirect, or beneficial  
168 and including intermediate and ultimate ownership interests where several levels of ownership exist,  
169 disclosing any single source in excess of thirty (30) percent of outstanding debt and disclosing any person or  
170 entity that has guaranteed in excess of thirty (30) percent of the proposer's outstanding debt; furthermore,  
171 such disclosure shall contain any information of or relating to any and all common ownership, control,  
172 management, or common pecuniary benefit said proposing entity, its owners, management, or representatives  
173 possess or retain in any other entity now participating, or proposing to participate, in the Contract with the City  
174 of Greensboro, North Carolina. The City Council shall be the sole judge as to the responsiveness and the  
175 responsibility of the proposer to satisfactorily perform the work specified within the Contract.

176 As soon as practicable after opening the proposals, the proposer recommended for award of the Contract will  
177 be submitted to the City Council for award of the Contract.

178 In the event the City Council approval is not received within one hundred eighty (180) calendar days after  
179 opening of the proposals, the proposer may request that it be released from the Contract obligation.

180 The foregoing action by the City or the proposer shall in no way provide any cause whatsoever for claim  
181 against the City by the proposer.

182 **2.26 Examination of the Site of the Work**

183 By the submission of a proposal to do the work, the proposer certifies that a careful examination of the facility  
184 site and all RFP documents has taken place, and that the proposer is fully informed concerning the  
185 requirements of the RFP documents, the physical conditions to be encountered in the work, the quality, and  
186 quantity of service to be performed, and of materials and equipment to be furnished. The proposer will not be  
187 entitled to additional compensation upon subsequently finding that conditions require methods or equipment  
188 other than that anticipated in making the proposal. Negligence or inattention of the proposer in determining  
189 conditions of the Contract prior to submitting the proposal, or in any phase of the performance of the work,  
190 shall be grounds for refusal by the City to agree to additional compensation for additional work caused by such  
191 negligence or inattention.

192 **2.27 No Warranty for City Data**

193 The data contained in this RFP, or provided by any officer or agent of the City, are for informational purposes  
194 only. The City makes no warranty or guarantee concerning the accuracy of any data or information set forth in  
195 this RFP or any other document. Proposers shall make no claim against the City because of any data which  
196 may prove to be in any respect erroneous. Each proposer shall have sole responsibility for determining all of  
197 the relevant facts that may affect its proposal.

198 **2.28 Objections to RFP Documents**

199 By submitting a proposal, the proposer acknowledges that it has read and understands this RFP, and fully and  
200 voluntarily accepts all of the terms and conditions set forth in this RFP, including the draft Contract Principles.  
201 Any objections to the terms of the RFP documents must be submitted in compliance with the requirements  
202 and deadlines in this RFP, or else such objections shall be deemed to have been waived.

203 **2.29 Enforcing the Contract**

204 The terms, conditions and provisions in this RFP may supplement the Contract between the City and the  
205 successful proposer. The order of precedence will be the Contract, the RFP, the proposer's response and  
206 general law. Any and all legal action necessary to interpret or enforce the Contract will be governed by the  
207 laws of North Carolina. The venue shall be Guilford County, North Carolina.

208 **2.30 Cost of Proposal Preparation**

209 The proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in  
210 response to this RFP. The City shall not be liable for any expenses incurred by the proposer when responding  
211 to this RFP.

212 **2.31 Public Records**

213 Any material submitted in response to this RFP will become a "public record" and shall be subject to public  
214 disclosure consistent with Chapter 132, North Carolina Statutes. Proposers must claim any applicable  
215 exemptions to disclosure provided by law in their response to this RFP. Proposers must identify materials to  
216 be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal.  
217 The City reserves the right to make all final determination(s) of the applicability of North Carolina General  
218 Statutes § 132-1.2, Confidential Information.

219 Proposers shall acknowledge that their responses to this inquiry will become the property of the City of  
220 Greensboro and a public document(s) subject to the public disclosure requirements in accordance to North  
221 Carolina statutes once the proposer's document(s) is opened and the proposer is determined to be a  
222 participant in the solicitation process. In the event that a proposer determines their submission incorporates  
223 confidential, technically proprietary, or financial information which it believes is exempt from such disclosures  
224 or other provisions of state law, then such document containing the information shall be submitted with the  
225 proposal in a separate, sealed envelope appropriately marked as CONFIDENTIAL INFORMATION – CITY  
226 REVIEW ONLY. Such clearly marked information shall be considered part of the proposal and treated as  
227 confidential by the City to the extent allowed by law and used for the purpose of evaluation of the proposal or  
228 possible negotiation of a contract. The City will review the confidential information and notify the proposer of  
229 its intent to voluntarily disclose or maintain this information. The proposer will receive written notification from  
230 the City at least 30 days prior to allow the proposer to take legal action to enjoin disclosure as it deems  
231 necessary in order to protect the confidentiality of the information.

232 If such information is sought as part of a public records request the proposer will be notified within two (2)  
233 working days and may bring action in any court in Guilford County, North Carolina, to enjoin any such  
234 disclosure.

### 235 **2.32 Subcontractors**

236 Proposers must identify any subcontractors that will be used to provide the services requested in this RFP.  
237 Subcontractor contracts must meet the requirements of the draft Contract Principles included in Section 7 of  
238 this RFP.

### 239 **2.33 Drug-Free Workplace**

240 Refer to Section 7, Contract Principles.

### 241 **2.34 Insurance**

242 Refer to Section 7, Contract Principles.

### 243 **2.35 Term of Contract**

244 Refer to Section 7, Contract Principles.

### 245 **2.36 Performance Bond**

246 A Performance Bond is required of proposers; refer to Section 7 of this RFP for details. A sample bond form is  
247 provided as Qualification Form 4.

## SECTION 3 – PROPOSAL PREPARATION INSTRUCTIONS

### 3.1 Draft Contract Principles

Section 7 of this RFP includes draft Contract Principles for the services to be provided by Contractor(s) submitting a proposal in response to this RFP. The draft Contract Principles form the basis of the service contract that will contain the terms and conditions that shall govern the Contractor(s) if the City Council decides to award a Contract or Contracts. The City reserves the right to not entertain or accept proposals that are conditional or based on alternate contractual provisions. The City attorney may consider reasonable amendments to the Contract during negotiations; however, the City is under no obligation to revise the draft Contract Principles and, therefore, each proposer should assume that no changes to the draft Contract Principles will be made after responses to this RFP are received.

After responses are submitted to this RFP, the City shall not entertain or accept any increase in the prices proposed for services unless the City requests new or additional services that are not contemplated under the Contract. A proposer's failure to review or understand the requirements in the draft Contract Principles shall not constitute sufficient grounds for the proposer to receive an increase in the proposed fees. If a price increase is requested under such circumstances, or if a proposer refuses to sign the Contract, the City may terminate its discussions with that proposer, and award the Contract to a different proposer.

### 3.2 Receipt and Opening of Proposals

The City will receive written and sealed proposals to furnish all labor, equipment materials, tools, storage, maintenance, insurance, supervision, and all other items incidental thereto and to perform all work necessary and specified in the prescribed manner and time, to provide transfer station operation and/or, transportation and/or disposal services in accordance with Section 7 of this RFP. **Sealed proposals will be received until 3:00 p.m., EST, on May 10, 2012, at the office listed below.**

Each proposal and supporting documentation must be submitted in a sealed envelope or container plainly labeled in the lower left-hand corner: "RFP for MUNICIPAL SOLID WASTE SERVICES" along with the RFP opening date and time. Proposers must also include their company name and address on the outside of the envelope or container. Proposals must be delivered to:

Susan Crotts (susan.crotts@greensboro-nc.gov)  
 Centralized Contracting Division Manager  
 City of Greensboro  
 P.O. Box 3136  
 Greensboro, NC 27402-3136 **(if by mail)**  
 Purchasing and Treasury/Centralized Contracting Division  
 MMOB-Room UG12  
 300 West Washington Street  
 Greensboro, NC 27401 **(if hand delivered)**

Proposers are responsible for making certain that proposals are delivered to the City. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If proposer does not hand deliver the proposal, it is suggested that he/she use a delivery service that provides a receipt.

39 Proposals will be accepted in person from the United States Postal Service, UPS, FedEx, or private courier  
40 service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic  
41 transmission, or facsimile transmission. Proposals may be withdrawn prior to the above scheduled time set for  
42 opening of proposals. No proposer may withdraw a proposal after the above scheduled time for opening the  
43 proposals. Any proposal received after the date and hour specified will be rejected and returned unopened to  
44 the proposer.

45 The City reserves the right to postpone the date and time for opening proposals through an addendum.

### 46 **3.3 Preparation of Proposals**

47 Five printed sets of the proposal, (one (1) original proposal, and four (4) copies), must be submitted. Additional  
48 copies may be requested by the City at its discretion. All blank spaces must be filled in and noted, in ink or  
49 typed, with amounts extended and totaled, as appropriate. Additionally, two (2) electronic copies of the  
50 proposal must be submitted in the envelope with the printed proposals in Adobe Portable Document Format  
51 (PDF) version 7.0 or higher on either compact discs (CD's) or Universal Serial Bus (USB) Flash Drives.  
52 Bookmarked and searchable PDF files are preferred but not required.

53 All required signatures must be manual, in ink. All corrections made by the proposer to any part of the  
54 proposal must be initialed in ink.

55 Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names  
56 will be considered.

57 Proposals by corporations must be executed in the corporate name by the president or vice-president (or  
58 other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed  
59 and attested by the corporate secretary or an assistant secretary. The corporate address and state of  
60 incorporation shall be shown below the signature.

61 Proposals by partnerships must be executed in the partnership name and signed by a partner. His/her title  
62 must appear under his/her signature and the official address of the partnership must be shown below the  
63 signature.

64 No proposer shall take exception to the specifications herein. Proposers taking exception to the specifications  
65 may be rejected as non-responsive and their proposal shall not be considered for award.

### 66 **3.4 Authorization to Bind Submitter of Proposal**

67 Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions.  
68 Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period  
69 of not less than one hundred eighty (180) days is required.

70 Failure to manually sign the appropriate proposal forms will disqualify the proposer and the proposal will not  
71 be considered.

### 72 **3.5 Proposal Format**

73 The proposal shall be typewritten with a font size of at least eleven (11) and line spacing of 1.5, double-sided,  
74 on 8½" x 11" white paper. Pages shall be secured by staple, binding or similar closure. Proposals shall be  
75 organized in chapters according to Table 3-1. Chapters shall be separated by a tab indicating the chapter  
76 number.

77 All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a  
 78 response on a form, the response may be continued on a blank page immediately following the form. The  
 79 additional pages are to be numbered the same as the form with the addition of the letter “a”, “b”, “c”, etc. If a  
 80 form is provided and additional forms are needed, the form may be copied. The copied pages are to be  
 81 numbered the same as the form with the addition of the letter “a”, “b”, “c”, etc.

82 Responses must be complete and unequivocal. In instances where a response is not required, or is not  
 83 applicable or material to the proposal, a response such as “no response required” or “not applicable” is  
 84 acceptable.

85

<b>Table 3-1 Proposal Format</b>	
Chapter 1	Letter of Intent
Chapter 2	Proposer’s Statement of Organization
Chapter 3	Staffing
Chapter 4	Experience
Chapter 5	Project Approach
Chapter 6	Financial Stability and Statement
Chapter 7	Financing Plan
Chapter 8	Implementation Schedule
Chapter 9	Customer Service Procedures
Chapter 10	Litigation History
Chapter 11	Bonding Company Commitment
Chapter 12	Insurance Requirement
Chapter 13	Criminal Convictions/Environmental Violations
Chapter 14	Proposer’s Non-Collusion Certification
Chapter 15	Independence Affidavit
Chapter 16	Drug-free Workplace Certification
Chapter 17	Addenda
Chapter 18	Certification to Accuracy of Proposal
Chapter 19	Cost for Service

86 **3.6 Proposal Description**

87 **Chapter 1 - Letter of Intent**

88 The Letter of Intent is to be signed by an officer of the company authorized to bind the proposer to its  
 89 provisions. The Letter of Intent shall state that the proposer will provide services to the City, in compliance with  
 90 the Contract, for the rates submitted with its proposal.

91 **Chapter 2 - Proposer's Statement of Organization**

92 Proposers must provide information concerning the proposer's organizational structure by completing  
93 Qualification Form 1, which is provided in Section 4 of this RFP. Proposers may supply any additional  
94 information that will assist the City in understanding the proposer's organization.

95 **Chapter 3 - Staffing**

96 Proposers must demonstrate significant staff expertise in effectively managing a contract for the services  
97 proposed. Proposers must carefully provide, in the format requested, all of the information requested in  
98 Qualification Form 2, which is provided in Section 4 of this RFP.

99 **Chapter 4 - Experience**

100 The proposer should demonstrate experience in providing the services required by the Contract for  
101 successfully operating MSW transfer stations, and/or landfills and/or providing transportation services from  
102 transfer stations which receive a minimum of 100,000 tons annually. The proposer should have three (3)  
103 awarded and serviced (but not necessarily completed) comparable projects to the services proposed.  
104 Proposers shall utilize Qualification Form 3, which is provided in Section 4 of this RFP, to document all (but  
105 not more than 5) of the most recently awarded and serviced (but not necessarily completed) comparable  
106 projects in the last five (5) years for each of the services proposed. This record must show the agency's name  
107 and address, a description of the project including tonnage type and quantities processed, the dates of  
108 service, the cost of work in dollars, and the primary contact person and phone number.

109 While the City Council must determine that the selected Contractor has the necessary experience to provide  
110 the services requested, Council has also stressed the importance of understanding all options available. In  
111 order to address the concern regarding experience while not limiting the options available to the City,  
112 responses will be evaluated based on the experience and references provided and will not be disqualified or  
113 rejected without due consideration.

114 **Chapter 5 - Project Approach**

115 The City Council will entertain proposals from the private sector to provide the equipment and staffing to  
116 operate the City's MSW transfer station, and/or provide transportation services from the transfer station,  
117 and/or dispose of the City's MSW at a Subtitle D Landfill. The proposals should provide a project approach  
118 which addresses staffing, equipment, and operational strategies applicable to the services being offered.  
119 Additionally, Proposers should address applicable elements related to:

- 120       ▪ Transition from the current services to those offered by the Contractor. The Contractor should address  
121       the proposed transition to begin operations 10 days after contract execution.
- 122       ▪ Maximizing payload (the City currently achieves a payload of about 23.5 ton per truckload).
- 123       ▪ Approach for staging of trailers for pick-up and transportation to the landfill.
- 124       ▪ Receiving and discharge requirements at the Subtitle D Landfill including anticipated wait times.

125 **Chapter 6 - Financial Stability and Statement**

126 Proposers shall demonstrate financial stability. Proposers must provide a statement of the proposer's financial  
127 stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of

128 the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial  
129 reports provided must include, at a minimum, a balance sheet, an income statement and a statement of cash  
130 flows.

131 Proposers must include a copy of their latest audited financial statements. If the proposer is a corporation, it  
132 must submit a copy of the latest audited financial statements of the corporation. In the event the proposer  
133 does not have audited financial statements, it may substitute non-audited financial statements and complete  
134 federal tax returns for the last two (2) years.

### 135 **Chapter 7 – Financing Plan**

136 Each proposer must include a description of anticipated method(s) for funding operating costs in a manner  
137 that demonstrates capability in receiving necessary funding.

### 138 **Chapter 8 - Implementation Schedule**

139 Each proposer shall provide a schedule of how services will be initiated under the Contract. Ensuring a  
140 smooth, seamless transition is of critical importance to the City.

### 141 **Chapter 9 - Customer Service Procedures**

142 Each proposer shall describe how customer service issues, including complaints, are handled in its  
143 organization.

### 144 **Chapter 10 - Litigation History**

145 Each proposer shall identify each case within the last five years where: (a) a civil, criminal, administrative,  
146 bankruptcy or other similar proceeding was filed or is pending, if such proceeding arises from or is related to a  
147 dispute concerning the proposer's rights, remedies or duties under a contract for the collection or disposal of  
148 solid waste; (b) a county, municipality or other entity terminated a written contract with the proposer  
149 concerning the management of solid waste; or (c) administrative fines, liquidated damages or other penalties  
150 were assessed or were deducted from the proposer's payments under a contract for the management of solid  
151 waste. For each case identified, the proposer must describe the basic facts concerning the case, the names  
152 and docket numbers of the parties, the name and location of the courts or the administrative venue and its  
153 current status.

### 154 **Chapter 11 - Bonding Company Commitment**

155 Proposers shall provide a letter of intent from a state of North Carolina licensed bonding company to provide a  
156 Performance Bond in the form provided as Qualification Form 4 in Section 4 of this RFP for services and in the  
157 amount as proposed as set forth in Section 7 of this RFP. Surety Bonds shall be issued by approved bonding  
158 companies, acceptable to the City, and limited to those companies authorized to transact business in the state  
159 of North Carolina, having a resident agent in the state of North Carolina and meeting the following  
160 requirements and/or limits: Surety shall be rated "A+" as to management and "FSC XV" or better as to the  
161 strength by Best's Insurance Guide; the bond shall contain any applicable provisions required by Section 129  
162 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the  
163 General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of  
164 Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina, guarantee the  
165 performance of the Contract.

166 **Chapter 12 - Insurance Requirement**

167 Each proposer must provide proof of its ability to obtain insurance complying with the requirements specified  
168 in Section 7 of this RFP.

169 **Chapter 13 - Criminal Convictions/ Environmental Violations**

170 Proposers must provide a summary of any criminal convictions of the company, owners, and/or officers  
171 related to the services being offered, within the last ten (10) years. The City may disqualify a proposer on the  
172 basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, or unfair  
173 competition. Proposers must provide a summary of any environmental violations, including enforcement cases  
174 initiated by environmental agencies that have occurred or have been alleged in the last five years.

175 **Chapter 14 - Proposer's Non-Collusion Certification**

176 Any proposer submitting a proposal to this RFP must complete and execute the Non-Collusion Affidavit of  
177 Proposer (Qualification Form 5) included in Section 4 of this RFP.

178 **Chapter 15 - Independence Affidavit**

179 Proposers shall list and describe any relationships – professional, financial or otherwise – that it may have  
180 with the City, its elected or appointed officials, its employees or agents, or any of its agencies or component  
181 units during the past five (5) years, together with a statement explaining why such relationships do not  
182 constitute a conflict of interest relative to performing the services sought in this RFP. Additionally, the proposer  
183 shall give the City written notice of any other relationships – professional, financial or otherwise – that it enters  
184 into with the City, its elected or appointed officials, its employees or agents, or any of its agencies or  
185 component units before the Contract is executed.

186 **Chapter 16 - Drug-Free Workplace Certification**

187 Proposer shall certify that it has implemented a drug-free workplace program. Refer to Section 7 of this RFP.

188 **Chapter 17 - Addenda**

189 The proposer shall complete and sign the Acknowledgement of Addenda Form (Qualification Form 7 included  
190 in Section 4 of this RFP) and shall include the form in the proposal in order to have the proposal considered.  
191 In the event any proposer fails to acknowledge receipt of such addenda, his/her proposal shall nevertheless  
192 be construed as though the addenda had been received and acknowledged, and the submission of his/her  
193 proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

194 **Chapter 18 - Certification to Accuracy of Proposal**

195 Proposer shall certify and attest, by executing Qualification Form 8 in Section 4 of this RFP, that all forms,  
196 affidavits and documents related thereto that the proposer has enclosed in the proposal are true and accurate.  
197 Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result  
198 in the proposal being deemed non-responsive and such proposal will not be considered.

199 **Chapter 19 - Cost for Service**

200 Proposers must complete applicable portions of Price Forms 1, 2 and 3, which are provided in Section 5 of  
201 this RFP.

202 The Certification of Cost Form (Price Form 3 provided in Section 5 of this RFP) is to be signed by an officer or  
203 other individual that is authorized to bind the proposer to the provisions in the proposal.

204 **3.7 RFP Dates**

205 The City anticipates that RFP activities will take place at the dates and times listed in Sections 1 and 3 of this  
206 RFP.

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2  
3  
4  
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## SECTION 4– QUALIFICATION FORMS

### 4.1 Introduction

Proposers are required to complete the qualification forms included in this section of the RFP for the services proposed. The forms included in this section of the RFP shall be included as directed in Section 3 of this RFP. A proposer may be disqualified if its forms are not completed fully for the services proposed in compliance with the instructions contained herein.



**QUALIFICATION FORM 1**  
**PROPOSER'S STATEMENT OF ORGANIZATION**  
**(CONTINUED)**

6. Outline specific areas of responsibility for each firm listed in Question 5.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

7. Summarize the provisions of any agreement between the parties which assigns legal or financial liabilities or responsibilities.

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

8. If any of the responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the related firms and describe the relationships.

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

**QUALIFICATION FORM 2**  
**EXPERIENCE AND QUALIFICATIONS**

Proposer is to provide the applicable information for the services proposed under the RFP. Place “not applicable” on any form for which service is not to be provided. Refer to Form 2A for transfer station operations services, Form 2B for transportation services, and Form 2C for Disposal Services.

**QUALIFICATION FORM 2A**  
**TRANSFER STATION OPERATIONS SERVICES**

A. Name and Address of Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

B. Key Personnel (Name, Position): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Transfer Station Operating Experience

1. Facility(ies) Location:

2. Description (capacity, design, waste source, equipment, etc):

3. Responsibilities and Personnel:

4. Dates of Operational Responsibility:

**QUALIFICATION FORM 2A**  
**TRANSFER STATION OPERATIONS SERVICES**

(CONTINUED)

D. Other Transfer Stations Owned or Operated by Contractor (name, locations, size):

E. Provide a total listing of equipment that is proposed for execution of the contract. Provide as a minimum the following information for each vehicle to be used for the operation of the City's Transfer Station:

1. Manufacturer, model and year
2. Capacity
3. Gross vehicle weight rating
4. Gross combination weight rating
5. Payload, volume
6. Vehicle dimensions

**QUALIFICATION FORM 2B**  
**TRANSPORTATION SERVICES**

A. Name and Address of Contractor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

B. Key Personnel (Name, Position): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Transportation Experience

1. Facility(ies) Location:

2. Description (capacity, waste source, equipment, etc):

3. Responsibilities and Personnel:

4. Dates of Operational Responsibility:

**QUALIFICATION FORM 2B**  
**TRANSPORTATION SERVICES**

(CONTINUED)

Proposer guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a truck fleet operator under your present business name? \_\_\_\_\_

2. How many years of total experience in truck fleet operation has your organization had? \_\_\_\_\_

3. Have you ever failed to complete any work awarded to you? If so, where and why?

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

4. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to meet its terms of refuse hauling contract? If so, state name of individual, name of owner, and reason therefore: \_\_\_\_\_

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

5. Has any officer or partner of your organization ever failed to meet the terms of any refuse hauling contract handled in his own name? \_\_\_\_\_

If so, state name of individual, name of owner, and reason therefore:

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

6. In what other lines of business do you have a financial interest?

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

**QUALIFICATION FORM 2B**  
**TRANSPORTATION SERVICES**  
**(CONTINUED)**

7. For what commercial or industrial corporations have you performed hauling work, and who, for that corporation, supervised or administered your performance of that contract?

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8. For what governmental units have you performed hauling and who, in that city or town, supervised or administered your performance of that contract?

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9. Have you ever performed any hauling work for the U.S. Government? \_\_\_\_\_  
If so, who in the Government supervised or administered your performance of that contract?

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10. What is the hauling experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
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**QUALIFICATION FORM 2B**  
**TRANSPORTATION SERVICES**  
**(CONTINUED)**

11. Provide data on your experience in the operation and maintenance of over-the-road tractor-trailer vehicles.

Number of vehicles: \_\_\_\_\_

Years of experience: \_\_\_\_\_

Average annual miles per vehicle: \_\_\_\_\_

Vehicle capacity, pounds: \_\_\_\_\_

12. List the location where the truck fleet operation can be visited.

\_\_\_\_\_

13. List the location where the vehicle maintenance facility can be visited.

\_\_\_\_\_

14. Do you currently operate a fleet of more than 25 trucks? \_\_\_\_\_

15. If the answer to No. 14 is yes, do you provide fleet maintenance; and if not, how is your fleet maintenance managed?

\_\_\_\_\_

16. During the past year, did the fleet operate over city, state, or federal highways?

\_\_\_\_\_

17. List the approximate total number of miles the fleet was driven during the past year.

\_\_\_\_\_

18. If applicable, indicate, by verbal description and inclusion of appropriate maps, the transportation route(s) which would be used to transport the MSW from the City's transfer station to the Subtitle D landfill in your firm's disposal services proposal.

**QUALIFICATION FORM 2B**  
**TRANSPORTATION SERVICES**

(CONTINUED)

D. Provide a total listing of equipment that is proposed for execution of the contract. Provide as a minimum the following information for each vehicle to be used for the transportation of MSW:

1. Manufacturer, model and year
2. Capacity
3. Gross vehicle weight rating
4. Gross combination weight rating
5. Payload, volume
6. Vehicle dimensions
7. Method of unloading
8. Top cover description

**QUALIFICATION FORM 2C**  
**DISPOSAL SERVICES**

A. Name and Address of Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

B. Key Personnel (Name, Position): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Landfill Operating Experience

1. Facility(ies) Location:

2. Description (capacity, design, waste source, equipment, etc):

3. Responsibilities and Personnel:

4. Dates of Operational Responsibility:

D. Other Landfills Owned or Operated by Contractor (name, locations, size):

**QUALIFICATION FORM 2C**  
**DISPOSAL SERVICES**  
**(CONTINUED)**

E. Description of Proposed Landfill to be used for Greensboro MSW Disposal:

1. Name of Landfill: \_\_\_\_\_

Location of Landfill: \_\_\_\_\_

Municipality or Jurisdiction located in:

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

Main access highways from the City of Greensboro's transfer station and distance:

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

2. Ownership, Operations and Engineer (Name, Address, Phone)

a. Landfill Owner:

b. Landfill Operator:

c. Original Landfill Designer:

d. Current Landfill Engineers:

## QUALIFICATION FORM 2C

### DISPOSAL SERVICES

(CONTINUED)

3. Design and Construction:
  - a. Describe current or future proposed landfill access, layout, design, and construction. Discuss the development plan, cell construction, liners, leachate collection and management, on-site and off-site monitoring, and other facilities. Attach drawings and specifications as appropriate.
  
4. Operations:
  - a. Discuss existing or future proposed landfill operations including days and hours of operation; gate controls; waste weighing or volume determinations; on-site traffic control; dumping procedures; daily, intermediate, and final covering; and on-site facilities (maintenance areas, water, restrooms).
  
  - b. List landfill equipment currently used, or to be used, on site.

**QUALIFICATION FORM 2C**  
**DISPOSAL SERVICES**

(CONTINUED)

c. Provide below three references of private firms or local governments who have been utilizing the current landfill for MSW for at least the last year. Provide name of user, contact, and a telephone number.

i. Reference No. 1:

ii. Reference No. 2:

iii. Reference No. 3

5. Operating History (for existing proposed landfills):

a. Summary of quantities of waste received at the landfill in the last four years.

<u>Year</u>	<u>Amount of Waste Landfilled</u>
_____	_____ tons

b. Average quantities of waste currently received and landfilled.

Daily Average: \_\_\_\_\_ tons

Weekly Average: \_\_\_\_\_ tons

Annual Estimate: \_\_\_\_\_ tons

c. What proportion of the current waste deliveries are under various contractual arrangements?

Long-Term (over 1 year): \_\_\_\_\_ tons

Short-Term/Spot Market: \_\_\_\_\_ tons

Other (explain): \_\_\_\_\_ tons

**QUALIFICATION FORM 2C**  
**DISPOSAL SERVICES**  
**(CONTINUED)**

d. What are the historical spot market tip fees for acceptable municipal diverted waste over the last three years?

\_\_\_\_\_ \$/ton

\_\_\_\_\_ \$/ton

\_\_\_\_\_ \$/ton

e. Current spot market tip fee:

\_\_\_\_\_ \$/ton\*

\*Does this fee include any taxes, state or local fees, or other pass-through charges?

Please explain: \_\_\_\_\_

\_\_\_\_\_

6. Permit Conditions and Status

a. For facilities under construction: Identify the permit(s) required for the proposed landfill construction and operation with names and addresses of granting organizations.

b. For existing facilities: Provide a summary of current permit status including permit name, identification number, date granted, and expiration date.

## QUALIFICATION FORM 2C

### DISPOSAL SERVICES

(CONTINUED)

- c. From the above permits, summarize any specifications, conditions, limitations, or restrictions contained in the landfill permits, which would relate to any of the following:

Types of wastes:

Number and size of delivery vehicles:

Days or hours of receiving or landfilling waste:

Life of permitted areas (give expiration date):

Volumetric capacity of permitted areas (give final permitted capacity):

Terms of contractual agreement:

Conditional operations related to ongoing environmental monitoring:

Conditional operations related to any past or pending legal, financial, or operational event or finding:

Any other permit item which could impact this agreement:

**QUALIFICATION FORM 2C**  
**DISPOSAL SERVICES**  
**(CONTINUED)**

d. Are there any current lawsuits pending against the operations of the landfill? Please detail:

e. Is there any pending enforcement action against the landfill that has been filed by the federal, state, or local jurisdiction? Please detail:

f. Has the landfill been shut down since it was initially permitted?

How long? (months) \_\_\_\_\_

Reason for shutdown: \_\_\_\_\_

\_\_\_\_\_

7. Proposed Schedule:

Submit a list of all activities, including permitting, design, construction, equipping, and startup required to bring the landfill on line. For each activity, provide detailed information regarding the time required to complete the activity, the current status of the activity, and your assessment of factors that may prevent the activity from being completed in order to have the landfill available by 7/1/2012. Clarify all activities required to achieve capacity for the contract period.

**QUALIFICATION FORM 3**  
**REFERENCES**

The Proposer shall provide a minimum of three (3) but no more than five (5) references of the most recently awarded and serviced (but not necessarily completed) comparable projects. References are to be provided for each service being offered by the proposer (transfer station operations, transportation, and/or disposal).

1. Name of Agency: \_\_\_\_\_

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

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

Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_

Cost of Work (\$): \_\_\_\_\_

Project Description:

2. Name of Agency: \_\_\_\_\_

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

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

Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_

Cost of Work (\$): \_\_\_\_\_

Project Description:

**QUALIFICATION FORM 3**

**REFERENCES**

(CONTINUED)

3. Name of Agency: \_\_\_\_\_

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

\_\_\_\_\_

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

Principal Contact Person(s): \_\_\_\_\_

\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_

Cost of Work (\$): \_\_\_\_\_

Project Description:

4. Name of Agency: \_\_\_\_\_

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

\_\_\_\_\_

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

Principal Contact Person(s): \_\_\_\_\_

\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_

Cost of Work (\$): \_\_\_\_\_

Project Description:

**QUALIFICATION FORM 3**

**REFERENCES**

(CONTINUED)

5. Name of Agency: \_\_\_\_\_

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

\_\_\_\_\_

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

Principal Contact Person(s): \_\_\_\_\_

\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_

Cost of Work (\$): \_\_\_\_\_

Project Description:

**QUALIFICATION FORM 4**  
**PERFORMANCE BOND FORM**

(PROVIDED FOR DEMONSTRATION PURPOSES. LETTER OF COMMITMENT REQUIRED FOR PROPOSAL.  
FORM TO BE EXECUTED PRIOR TO CONTRACT EXECUTION.)

Date of Execution of this Bond: \_\_\_\_\_

Name and Address of Principal (Contractor):

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

Name and Address of Surety:

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

Name and Address of Contracting Body:

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

Amount of Bond: \_\_\_\_\_

Contract

That certain contract by and between the Principal and the Contracting Body  
above named dated \_\_\_\_\_ for

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

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

**QUALIFICATION FORM 4**  
**PERFORMANCE BOND FORM**  
**(CONTINUED)**

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

\_\_\_\_\_  
Principal (Name of individual and trade name,  
partnership, corporation, or joint venture)

\_\_\_\_\_  
(Proprietorship or Partnership)  
Printed Name \_\_\_\_\_

BY \_\_\_\_\_ (SEAL)  
Printed Name \_\_\_\_\_  
TITLE \_\_\_\_\_  
(Owner, Partner, Office held in  
corporation, joint venture)

**QUALIFICATION FORM 4**  
**PERFORMANCE BOND FORM**  
(CONTINUED)

ATTEST: (Corporation)

**(Corporate Seal of Principal)**

BY \_\_\_\_\_

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

TITLE \_\_\_\_\_

(Corporation Secretary or  
Assistant Secretary Only)

\_\_\_\_\_  
Surety (Name of Surety Company)

WITNESS:

BY \_\_\_\_\_

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

TITLE Attorney in Fact \_\_\_\_\_

\_\_\_\_\_

**(Corporate Seal of Surety)**

COUNTERSIGNED:

(Address of Attorney in Fact)

\_\_\_\_\_

\_\_\_\_\_

N.C. Licensed Resident Agent

**QUALIFICATION FORM 5  
NON-COLLUSION AFFIDAVIT OF PROPOSER**

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

)SS

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_ the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached RFP, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Greensboro, North Carolina or any person interested in the proposed Contract; and
5. The cost proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
Notary Public, State of North Carolina  
My Commission Expires: \_\_\_\_\_

**QUALIFICATION FORM 6**  
**DRUG-FREE WORKPLACE**

The undersigned vendor (firm) hereby certifies that

\_\_\_\_\_ does:  
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Proposer's Signature

Date: \_\_\_\_\_

**QUALIFICATION FORM 7**  
**ACKNOWLEDGEMENT OF ADDENDA**

The proposer hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFP. The proposer acknowledges that it has the sole duty to make itself aware of, and to be in receipt of, all addenda.

<b>ADDENDUM NUMBER</b>	<b>DATE RECEIVED</b>	<b>PRINT NAME</b>	<b>TITLE</b>	<b>SIGNATURE</b>

**QUALIFICATION FORM 8**  
**CERTIFICATION TO ACCURACY OF PROPOSAL**

Proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents enclosed in the proposal package in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ (title) of \_\_\_\_\_, the proposer, that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**QUALIFICATION FORM 8**  
**CERTIFICATION TO ACCURACY OF PROPOSAL**  
**(CONTINUED)**

5. No information that is included in such forms, affidavits or documents is false or misleading.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day and year written above

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

)SS

COUNTY OF \_\_\_\_\_)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_(name) as \_\_\_\_\_(title), of \_\_\_\_\_, an organization authorized to do business in the State of North Carolina, and acknowledged and executed the foregoing document as the proper official of \_\_\_\_\_ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**STATEMENT OF NO-RESPONSE  
CITY OF GREENSBORO**

**RFP TITLE: MUNICIPAL SOLID WASTE MANAGEMENT SERVICES**

**RFP NUMBER.: NO.08-12**

NOTE: If you do not intend to propose on this RFP, please return this form immediately. Please indicate the proposal name and number on the outside of the envelope. Thank you.

MAIL TO: Susan Crotts (susan.crotts@greensboro-nc.gov)  
Centralized Contracting Division Manager  
City of Greensboro  
P.O. Box 3136  
Greensboro, N.C. 27402-3136

We, the undersigned have declined to respond for the following reason:

- Insufficient time to respond to the Request for Proposal.
- Our project schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Specification unclear (explain below).
- Other (specify below).

REMARKS:

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

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

1

## SECTION 5– PRICE FORMS

### 2 **5.1 Introduction**

3 Proposers are required to complete the forms included in this section of the RFP. The forms included in this  
4 section of the RFP shall be included as directed in Section 3 of this RFP. A proposer may be disqualified if its  
5 forms are not completed fully for the services proposed and in compliance with the instructions contained  
6 herein.

**PRICE FORM 1**  
**SERVICE FEE**

Following are six individual and bundled price options for the proposed services. Contractor to complete all that apply.

**Option 1: Operate Only – Proposed Prices for Operations of City's Transfer Station Only:**

Contractor to complete the following based on a price per ton for transfer station operations only.

Option 1 – 2012 Prices for Operation of the City's Transfer Station Only				
Annual Tonnage Range	Base Price (2012 \$/ton)			
Contract term	3 year	5 year	10 year	15 year
From 60,000 to 100,000 tons:				
From 100,001 to 150,000 tons:				
From 150,001 to 200,000 tons:				
From 200,001 to 250,000 tons:				

**PRICE FORM 1**  
**SERVICE FEE**  
 (CONTINUED)

**Option 2: Transport Only – Proposed Prices for MSW Transportation Services Only:**

The City desires a price proposal based on a **per mile (round trip mile)** fee for tons of waste actually made available to the contractor. The contractor must be able to haul a minimum of 1,200 tons per day of waste having an average transport bulk density of 350 to 425 pounds per cubic yard. Contractors must use trailers having a minimum usable container capacity of 90 cubic yards. The unit prices submitted will be in 2012 dollars. The unit prices will be adjusted annually, based on an accepted price index.

The contractor shall submit unit prices based on ranges of annual tonnage received and round-trip distances. The contractor's price ranges must cover an annual range of tonnages from 60,000 tons up to 250,000 tons and round trip distances of 50 to 200 miles. Contractors should use the form provided below for the submittal of proposed prices and must indicate the usable trailer capacity that the proposed prices are based upon.

Option 2 – Proposed Price - Transportation of MSW <sup>1</sup> 2012 \$/Mile (Round-Trip Mile)												
Annual Tonnage	50 - 100 miles				101 - 150 miles				151 - 200 miles			
Contract term	3 year	5 year	10 year	15 year	3 year	5 year	10 year	15 year	3 year	5 year	10 year	15 year
60,000 - 100,000												
100,001 - 150,000												
150,001 - 200,000												
200,001 - 250,000												

<sup>1</sup>Requested prices are for truck miles (round-trip miles). Contractor must be able to provide transportation services for a minimum of 1,200 tons per day of waste having an average bulk density of 350 to 425 pounds per cubic yard.

Contractors proposed price is based on a usable trailer capacity of \_\_\_\_\_ cubic yards.

**PRICE FORM 1**  
**SERVICE FEE**  
 (CONTINUED)

**Option 3: Operate & Transport – Proposed Prices for Operations of the City’s Transfer Station and MSW Transportation Service Package**

Contractor to complete the following based on a price per ton for Transfer Station operation and transportation of MSW.

Option 3A – 2012 Prices for Operation of the City's Transfer Station				
Annual Tonnage Range	Base Price (2012 \$/ton)			
Contract term	3 year	5 year	10 year	15 year
From 60,000 to 100,000 tons:				
From 100,001 to 150,000 tons:				
From 150,001 to 200,000 tons:				
From 200,001 to 250,000 tons:				

Option 3B – Proposed Price - Transportation of MSW <sup>1</sup> 2012 \$/Mile (Round-Trip Mile)												
Annual Tonnage	50 - 100 miles				101 - 150 miles				151 - 200 miles			
Contract term	3 year	5 year	10 year	15 year	3 year	5 year	10 year	15 year	3 year	5 year	10 year	15 year
60,000 - 100,000												
100,001 - 150,000												
150,001 - 200,000												
200,001 - 250,000												

<sup>1</sup>Requested prices are for truck miles (round-trip miles). Contractor must be able to provide transportation services for a minimum of 1,200 tons per day of waste having an average bulk density of 350 to 425 pounds per cubic yard.

**PRICE FORM 1**  
**SERVICE FEE**  
**(CONTINUED)**

**Option 4: Dispose Only – Proposed Prices for MSW Disposal Services Only:**

Contractor to complete the following based on a price per ton for waste disposal only.

Option 4 – 2012 Prices for Disposal of Municipal Solid Waste				
Annual Tonnage Range	Base Price (2012 \$/ton)			
Contract term	3 year	5 year	10 year	15 year
From 60,000 to 100,000 tons:				
From 100,001 to 150,000 tons:				
From 150,001 to 200,000 tons:				
From 200,001 to 250,000 tons:				

**Option 5: Transport and Dispose – Proposed Prices for MSW Transportation and Disposal Service Package:**

Contractor to complete the following based on a price per ton for both waste transportation and disposal.

Option 5 – 2012 Prices for Disposal and Transportation of MSW				
Annual Tonnage Range	Base Price (2012 \$/ton)			
Contract term	3 year	5 year	10 year	15 year
From 60,000 to 100,000 tons:				
From 100,001 to 150,000 tons:				
From 150,001 to 200,000 tons:				
From 200,001 to 250,000 tons:				

**PRICE FORM 1**  
**SERVICE FEE**  
 (CONTINUED)

**Option 6: Operate, Transport & Dispose – Proposed Prices for Operation of the City’s Transfer Station, Including Transportation, and Disposal of MSW:**

Contractor to complete the following based on a price per ton for complete services including operation of the City’s transfer station, transportation of the waste to a Subtitle D landfill, and disposal of MSW in that landfill.

Option 6 – 2012 Prices for Operation of the City's Transfer Station, Transportation, and Disposal of MSW				
Annual Tonnage Range	Base Price (2012 \$/ton)			
Contract term	3 year	5 year	10 year	15 year
From 60,000 to 100,000 tons:				
From 100,001 to 150,000 tons:				
From 150,001 to 200,000 tons:				
From 200,001 to 250,000 tons:				

**PRICE FORM 2**  
**OTHER FINANCIAL INFORMATION**

If Contractor proposes to provide a payment to the City for use of City assets, describe the proposed terms below, including listing of assets proposed, frequency of payment (monthly, annually, etc.), payment value, anticipated date of initial payment, etc.

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If Contractor proposes an adjustment method (i.e. CPI adjustment) for the Service Fee(s), describe the proposed terms below.

- Index \_\_\_\_\_
- Percentage of Index to be applied \_\_\_\_\_
- Frequency of Adjustment \_\_\_\_\_

If Contractor proposes a fuel escalator, describe the proposed terms below.

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**PRICE FORM 3**  
**CERTIFICATION OF COST FORM**

The Undersigned hereby certifies as follows:

1. That I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
\_\_\_\_\_ (PROPOSER) have personally and carefully examined the specifications and instructions for the work to be done for the City of Greensboro as set forth in this RFP, including the Contract Principles in Section 7 of this RFP.
2. That I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
\_\_\_\_\_ (PROPOSER) have made examination of the conditions in the City, the services applicable to the proposal, and all other relevant facts and circumstances, and fully understand the character of the work to be done for the City.
3. That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, equipment, storage and facilities, and to perform all labor and services which may be required to do said work upon the terms and conditions provided in the Contract, at the rates set forth on the Cost Forms that are attached hereto.

(See signature instructions below.)

**PRICE FORM 3**  
**CERTIFICATION OF COST FORM**  
**(CONTINUED)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**PROPOSER**

\_\_\_\_\_  
President/Partner/Owner Signature

\_\_\_\_\_  
President/Partner/Owner Printed Name

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Firm Name

The proposer is an Individual \_\_\_\_\_; Partnership \_\_\_\_\_; Corporation \_\_\_\_\_; or other business entity \_\_\_\_\_; and is authorized to do business in the state of North Carolina

**Signature Instructions:**

If business is a CORPORATION, name of the corporation should be listed, in full and both president and secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the City as part of the proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and firm or trade name; any one partner may sign the form. If the business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If business is operating as any other business entity than listed above, the name(s) of the authorized representative(s) should be listed and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the entity shall be furnished to the City as part of the proposal.

## SECTION 6 - EVALUATION OF PROPOSALS

### 6.1 Evaluation Process

This section has been developed to assist firms in the preparation of proposals by providing general guidance as to the City's evaluation process. The proposer shall supply all information requested as described throughout this RFP. The City will decide with which firm or firms to initiate final negotiations and that decision will be final. In the event negotiations with the selected firm(s) are unsuccessful, the City may designate another firm from the short list and enter into negotiations.

The City reserves the right to seek clarifications of proposers and to eliminate from further consideration Proposals which:

- are not in keeping with the City's requirements as stated in its RFP;
- propose cost fees considered insufficient or excessive in the City's opinion; or
- do not include the information in the format requested in its RFP.

The City reserves the right to alter the procedures presented in this section.

Evaluations will be made based on a process which will include review of the information requested in Section 3 as well as that provided on the qualification and price forms in Sections 4 and 5 of this RFP and any proposal clarifications sought by the City. Selection of a Contractor will not be based solely on low price but on the total evaluation process. The evaluation process will include the following.

- Proposals will be reviewed and assessed for completeness. An inventory of required information will be made for each proposal. Incomplete data may adversely affect the evaluation. Severely incomplete data will result in the proposal not being evaluated further.
- The Contractor's experience in the areas proposed will be reviewed and assessed in accordance with the minimum qualifications outlined. Proposals of those Contractors which meet the minimum qualifications will be evaluated further.
- The Contractor's project approach will be evaluated in greater detail, including its implementation schedule.
- A comparison of the cost proposal will be made. Identification of major omissions and inconsistencies will adversely affect the proposal evaluation.
- The strengths of the proposer's financial package will be assessed. The demonstrated ability of the Contractor to financially back up the guarantees relative to performance is of major importance.
- Acceptance of the terms and conditions contained in the Contract Principles will be reviewed and evaluated.

### 6.2 Evaluation Criteria

The evaluation criteria are designed to evaluate proposals by considering all aspects that will impact the quality and cost of service. The evaluation criteria to be used are summarized below.

- 35           ▪ Responsiveness: Proposal thoroughness in addressing designated services, staff responsibilities,  
36           local resources, litigation history and environmental compliance.
- 37           ▪ Qualifications: Relevant company qualifications and experience similar to those proposed.
- 38           ▪ Financial Strength: Adequacy of Contractor's financial status and stability, and proposed financing  
39           plan.
- 40           ▪ Environmental: History of environmental violations at Contractor operated facilities.
- 41           ▪ Project Approach: Thoroughness of the approach, including level to which it aligns with City goals  
42           and objectives. Clarity with which Contractor articulates issues of concern and transition from current  
43           operations.
- 44           ▪ Project Schedule: Adequacy of project schedule to understand the detailed steps and timeline of the  
45           project including the reasonableness of time to implement project.
- 46           ▪ Cost Proposal: Contractor's submitted rates.
- 47           ▪ Contract Principles: Adherence to Contract Principles.

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## SECTION 7 – CONTRACT PRINCIPLES

### 7.1 Introduction

The Draft Contract Principles attachment provided with this RFP has been developed as a summary of the significant cost and risk provisions that will be included in the draft Service Contract that will be issued by the City of Greensboro (the “City”). The Contract Principles should be used by the Proposer to understand the comprehensive, full-service responsibilities to be undertaken by the Company, to assess the risks associated with the specific performance obligations, and to develop its pricing. Definitions for certain of the capitalized terms used in the Contract Principles have been included.

**ATTACHMENT**

**CITY OF GREENSBORO, NORTH CAROLINA**

**RFP 08-12**

**MUNICIPAL SOLID WASTE MANAGEMENT SERVICES**

**CONTRACT PRINCIPLES**

*April 11, 2012*

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## CONTRACT PRINCIPLES

The Contract Principles set forth below have been developed as a summary of the significant cost and risk provisions that will be included in the draft Service Contract that will be issued by the City of Greensboro (the “City”). The Contract Principles should be used by the Proposer to understand the comprehensive, full-service responsibilities to be undertaken by the Company, to assess the risks associated with the specific performance obligations, and to develop its pricing. Definitions for certain of the capitalized terms used in the Contract Principles are set forth at the end of this section.

## ARTICLE I

### TERM

1.1. TERM OF SERVICE CONTRACT. The Service Contract will become effective on the Contract Date, and will continue in effect until the (three, five, ten, fifteen) year anniversary of the Commencement Date. The obligation of the parties under the Service Contract, however, will not commence until the Commencement Date other than those Transition Period responsibilities set forth in Article II of the Contract Principles.

## ARTICLE II

### TRANSITION PERIOD

2.1. TRANSITION PERIOD GENERALLY. Following the Contract Date, each party will seek to satisfy the conditions necessary to implement the provisions of the Service Contract. This period is the “Transition Period.”

2.2. COMPANY TRANSITION PERIOD RESPONSIBILITIES. The Company shall satisfy the several Company responsibilities during the Transition Period, each of which shall be a condition precedent to the occurrence of the Commencement Date, including but not limited to the following:

- (a) hire qualified staff in accordance with the Company’s proposed staffing plan including (if proposing to operate the City’s transfer station) offering employment first to City employees currently working at the City-owned transfer station (other than those identified by the City who will be retained by the City) subject to meeting drug, security and driving standards;
- (b) assist the City in obtaining any required approvals and/or permit modifications necessary for the Company to operate the Transfer Station;
- (c) implement, carry-out and complete the transition plan, for the orderly transfer of operational responsibility for the Operation Services from the City to the Company;
- (d) obtain and deliver evidence of the Required Insurance;
- (e) obtain and deliver the required security for performance;
- (f) develop and submit a Safety and Security Plan to the City;
- (g) review the current operation and maintenance procedures contained in the existing Transfer Station Operations Plan and propose any modifications to such plan to the City;
- (h) obtain and deliver to the Transfer Station all equipment/rolling stock necessary to perform the Operation Services;
- (i) supply key Company personnel contact information.

2.3. COMPANY TRANSITION PERIOD COSTS. The Company will pay for all of its Transition Period responsibilities, without reimbursement from the City.

2.4. CITY TRANSITION PERIOD RESPONSIBILITIES. The City shall satisfy the following City responsibilities during the Transition Period, each of which shall be a condition precedent to the occurrence of the Commencement Date:

- (a) take all steps reasonably necessary under Applicable Law in order to apply for any required approval and/or permit modification necessary for the Company to perform the Operation Services; and
- (b) transfer operating responsibility for the Operation Services to the Company, and provide for an orderly transfer of responsibility to the Company in accordance with the transition plan.

2.5. COMMENCEMENT DATE. The Commencement Date will occur, when each party has satisfied its Transition Period responsibilities. Each party shall use good faith efforts to timely complete its Transition Period responsibilities and failure of either party to diligently pursue its responsibilities will be a breach.

2.6. DELAY IN COMMENCEMENT DATE. If the Commencement Date does not occur within 14 calendar days of execution of the Service Contract (as extended only by (i) any applicable court order, or (ii) the material delay or failure of DENR to issue any necessary permit modification unless due to the fault of the Company), the Company shall pay the City delay damages in the amount of \$20.00 per ton of Acceptable Waste that should have been but was not accepted at the Transfer Station during each day of such delay or, if the City is operating the Transfer Station with City personnel to accept MSW, the Company shall pay the City \$10,000 per day for each day of such delay. The City may invoice the Company for such damages on a weekly basis, and such invoices will be due and payable by the Company within ten days of receipt of the invoice.

2.7. “AS-IS” RISK. The Company shall assume the “as is” risk of the condition of the Transfer Station in agreeing to its obligations under the Service Contract. No relief shall be afforded the Company in the event the existing condition of the Transfer Station adversely affects the Company’s ability to meet its performance, price, schedule and other contractual commitments, and no such adverse effect shall constitute an Uncontrollable Circumstance.

## ARTICLE III

### PERMITTING RESPONSIBILITIES

3.1. CITY PERMITTING RESPONSIBILITIES. Except as provided in Section 3.2, the City shall be responsible (at its own cost, including annual and periodic fees) for applying for, obtaining, and maintaining in force all Governmental Approvals required for the operation of the Transfer Station. The Company shall provide the City reasonable assistance in the permitting process.

3.2. COMPANY PERMITTING RESPONSIBILITIES. The Company, at its own cost and expense, shall provide the City all data, reports, test results and other information and support that may be necessary to maintain necessary permits and approvals. In addition, the Company shall be responsible for complying with such governmental approvals. In the event the City determines to seek modification to its existing Transfer Station permit, the City shall take lead responsibility for such permitting effort and the Company shall provide all necessary support, each at their own expense. The decision whether to seek any modification or amendment to the existing Transfer Station Permit is at the sole discretion of the City.

3.3. OTHER REPORTING REQUIREMENTS. The Company will fully support the City's reporting requirements for other agencies and entities by providing all data, reports, test results and other information which may be necessary for the City to comply with such reporting requirements or information requests.

## ARTICLE IV

### OWNERSHIP OF THE TRANSFER STATION

4.1. OWNERSHIP. The Transfer Station and all related infrastructure, including any improvements thereto, shall be owned by the City at all times. The Company may not treat itself as the owner of the Transfer Station for federal tax or any other purpose. The Company shall keep the Transfer Station free and clear of all encumbrances. In addition, the Company shall not:

- (1) change the nature of the business of the Transfer Station as currently conducted;
- (2) enter into any contract, commitment or transaction on behalf of the City;
- (3) utilize the Transfer Station for any purpose other than the continued operation of the Transfer Station; or
- (4) distribute, dispose of, transfer, convey, pledge, mortgage or encumber any of the assets of the Transfer Station.

4.2. ACCESS AND USE. At all times during the term of the Service Contract, the Company may enter upon and use the Transfer Station as necessary to perform the Operation Services for the benefit of the City, all in accordance with the Service Contract, and for no other purpose. The City and its invitees shall have access to the Transfer Station at all times, provided all City staff and its invitees accessing the Transfer Station comply with all reasonable safety requirements. The City shall have sole access, use and control over the scalehouse.

4.3. ROLLING STOCK. The Company shall supply all rolling stock used at the Transfer Station by the Company to perform the Operation Services during the Term of the Service Contract.

## ARTICLE V

### DELIVERY AND RECEIPT OF WASTE

5.1. DELIVERY OF ACCEPTABLE WASTE BY THE CITY. (A) Delivery Commitment by City. The City shall deliver all Acceptable Waste collected by City-owned collection vehicles to the Transfer Station. The City may deliver or cause to be delivered or allow the delivery of additional Acceptable Waste to the Transfer Station for disposal by the Company and the Company must receive and dispose of all such Acceptable Waste subject to its rejection rights set forth in subsection 5.2(A) hereof. The City shall not be liable in damages for any failure to deliver a specified quantity of Acceptable Waste.

(B) Source Separation. Nothing in the Service Contract shall be deemed to restrict the right of the municipalities, residents, businesses or organizations in the City to practice source separation for the recovery, recycling or composting of waste nor the right of the City to conduct, sponsor, encourage or require such source separation. No reduction in the amount of Acceptable Waste generated in the City and delivered to the Transfer Station by the City, which may result from any such source separation or recycling program, shall cause the City any liability hereunder.

(C) Charges to Customers. For the disposal service provided hereunder the Company shall be paid the Service Fee by the City as described in Article X hereof. The City may, in its sole discretion, from time to time establish fees or charges to be imposed upon customers of the Transfer Station. Any such fee or charge shall be collected through a billing system under which the City shall be responsible for collection. The City shall operate the scale house through which any vehicle delivering waste to the Transfer Station must be weighed and ticketed.

(D) No Merchant Capacity. The Company acknowledges that the City is the sole owner of the Transfer Station and that the Company has no right to market any capacity in the Transfer Station regardless of the availability or non-use of such capacity.

5.2. RECEIPT OF WASTE BY THE COMPANY. (A) Receiving and Disposal of Acceptable Waste. The Company shall receive and dispose of at the Specified Landfill all Acceptable Waste delivered to the Transfer Station in each Contract Year; provided, however, that the Company shall not accept any load which has not been weighed by the City's weigh master, and may refuse delivery of (1) any waste delivered at hours outside the Receiving Time described in Section 5.3, mutually agreed upon times of delivery, or hours which the City has notified the Company that disposal would be required, and (2) Unacceptable Waste (collectively, the "Rejection Rights"). Any portion of the Acceptable Waste delivered for disposal which the Company fails to receive and dispose of, which the Company is not so permitted to refuse to receive or dispose of, at the Specified Landfill is "Bypass Acceptable Waste". Notwithstanding the foregoing, the Company shall use its best reasonable efforts to accept and dispose of all Acceptable Waste delivered to the Transfer Station.

(B) Determination of Tonnage Processed. As a convention for determining the tonnage disposed at the Specified Landfill, the weight records pertaining to the receipt of Acceptable Waste at the Transfer Station, the tare weight or outgoing weight records and the

weights of any Acceptable Waste and Unacceptable Waste removed from the Transfer Station shall be utilized.

(C) Weight Record. For each Billing Period, the City shall furnish the Company daily and monthly tonnage records maintained by the City as set forth in Section 5.4.

(D) Disposal of Bypass Acceptable Waste. The Company agrees after the Commencement Date to transfer and transport all Bypass Acceptable Waste by truck to an Alternative Waste Disposal Landfill selected by the Company from time to time and to dispose of all such Bypass Acceptable Waste at a properly permitted disposal facility. The Company shall pay all costs and expenses incurred in connection with the transfer, transportation and disposal of such Bypass Acceptable Waste regardless of the transportation distance and cost and regardless of the disposal cost involved. The Bypass Acceptable Waste disposed of by the Company shall be included in the Service Fee calculation set forth in Section 11.1. In the event that the Company fails to perform its obligations under this subsection, the City shall charge the Company for the incremental additional cost associated with the transfer, transportation and disposal of Bypass Acceptable Waste and such Bypass Acceptable Waste will not be included in the Service Fee calculation set forth in Section 11.1.

(E) Screening and Removal of Unacceptable Waste. The Company and the City shall not knowingly receive, and the Company shall use best reasonable efforts to prevent the receipt of, Unacceptable Waste at the Transfer Station. The parties shall comply with the waste screening protocol set forth in the Transfer Station Permit. The Company shall update the waste screening protocol on an ongoing basis to reflect the most prudent waste screening measures considered to be good practice in the waste disposal industry at the time, and shall cooperate in establishing and enforcing such additional procedures as may be required to assure the safe and proper conduct of drivers of delivery vehicles in the manner contemplated by the Service Contract. The Company shall, on a reasonable basis, inspect vehicles delivering waste to the Transfer Station and all waste delivered after unloading, and may require that the haulers retain all Unacceptable Waste. If the Company reasonably determines that it would be impractical to segregate such items, then the Company shall have the right to refuse to accept the entire delivery as constituting Unacceptable Waste, upon obtaining concurrences of the appropriate City personnel, and such waste shall not be considered available Acceptable Waste. To the extent that Hazardous Waste is delivered to the Transfer Station, such waste will be handled in accordance with Section 5.5 herein and Applicable Law.

5.3. RECEIVING AND OPERATING HOURS. (A) Receiving Time. On and after the Commencement Date, the Company shall keep the Transfer Station and specified Landfill open for receiving Acceptable Waste (1) from 7:00 A.M. until 4:50 P.M. Monday through Friday and 7:00 A.M. until 1:00 P.M. Saturday (other than holidays on which the scalehouse is closed), and (2) during such additional hours as may be required to accommodate the usual special collection practices within the City on account of any holiday or to accommodate disposal requirements on account of a special event, a natural disaster, unusually inclement weather, or an emergency condition (the "Receiving Time").

(B) Operating Hours. On and after the Commencement Date, the Company shall operate the Transfer Station and specified Landfill at hours and in a manner which is consistent with the Contract Standards.

(C) Consistent Operating Rate. The Company shall perform operations and/or transport and/or disposal services in an efficient manner, managing waste at a consistent operating rate so as to avoid the back up of delivery vehicles waiting to unload waste. The Company will direct delivery vehicles to unload their waste on a first come first serve basis and will in no way provide preferential treatment to any delivery vehicles or class of delivery vehicles, except as necessitated by operational efficiencies.

5.4. WEIGHING RECORDS. (A) Measurement Devices and Procedures. The City shall operate and maintain truck scales, calibrated to the accuracy required by Applicable Law, to weigh all vehicles delivering waste to and removing waste from the Transfer Station. Each loaded vehicle shall be weighed, indicating gross weight, tare weight, date and time and vehicle identification on a weight record. The Company and its agents shall have the right to monitor weighing activities.

(B) Weight Records. The City shall maintain daily records of the number of tons of Acceptable Waste delivered to the Transfer Station and the Specified Landfill, the number of tons of Acceptable Waste rejected (rightfully or wrongfully) by the Company, the number of tons of received Unacceptable Waste, indicating, in each case and to the extent practicable, the date and time of arrival or departure of each vehicle transporting such waste, with appropriate identification of each vehicle.

5.5. HAZARDOUS WASTE. The parties acknowledge that the Transfer Station and Specified Landfill has not been designed and is not intended to be used in any manner or to any extent as a facility for the receiving, handling, transportation, storage or disposal of Hazardous Waste. Neither the Company nor the City shall countenance or knowingly permit the delivery or storage of Hazardous Waste at the Transfer Station or Specified Landfill. The Company shall comply with the waste screening practices and procedures set forth in subsection 5.2(E) hereof and in the Transfer Station Permit to prevent the disposal of Hazardous Waste in the Specified Landfill. The City and the Company shall use their best reasonable efforts to identify any person responsible for delivery to or abandonment at the Transfer Station of any Hazardous Waste and to require such person to bear all costs and liabilities associated with the removal, transportation and disposal thereof. Upon receipt of notification by the Company, the City shall cause such Hazardous Waste to be removed from the Transfer Station and transported to and disposed of at a landfill or other disposal site selected by the City in its sole discretion, and lawfully permitted to receive and dispose of such Hazardous Waste.

## ARTICLE VI

### OPERATION AND MAINTENANCE

6.1. OPERATION GENERALLY. Beginning on the Commencement Date the Company will perform the Operation Services in accordance with the Contract Standards, including Applicable Law, all applicable permits, Good Industry Practice, the Transfer Station and Specified Landfill Operations Plan (as updated by the Company), the performance guarantees contained herein and other requirements of the Service Contract.

6.2. SERVICE COORDINATION AND CONTRACT ADMINISTRATION. (A) Transfer Station Office. The Company shall maintain an office at the Transfer Station. At a minimum, the office shall be used to store all documents related to the operation of the Transfer Station, including correspondence, compliance records, operational records, personnel records and maintenance records.

(B) Transfer Station Superintendent. The Company shall appoint a full-time manager of the Transfer Station (the "Transfer Station Superintendent") who shall be trained, experienced and proficient in the management and operation of Transfer Station assets, and whose sole employment responsibility shall be managing the Company's performance of the Operation Services. The primary residence of the Superintendent shall be within a fifty (50) mile radius of the Transfer Station. The Company acknowledges that the performance of the individual serving as the Superintendent will have a material bearing on the quality of service provided hereunder, and that effective cooperation between the City and the Superintendent will be essential to effectuating the intent and purposes of the Service Contract. Accordingly, if the Superintendent is to be replaced, the City will be notified in writing not fewer than 30 days prior to the date on which any candidate for Superintendent is proposed to assume managerial responsibility for the Transfer Station. With respect to the initial and any replacement Superintendent, the Company shall: (1) provide the City with a comprehensive resume of the candidate's training, experience, skills and approach to management and customer relations; and (2) afford the City an opportunity to interview the candidate with respect to such matters. The City shall have the right within 30 days following such interview to disapprove the hiring of the proposed candidate, which right of disapproval shall not be exercised unreasonably. The Company shall replace the Superintendent at the request of the City, after notice and a reasonable opportunity for corrective action, in the event the City determines, in its sole discretion, that an unworkable relationship has developed between the Superintendent and the City. The Superintendent shall meet with City representatives on at least a monthly basis to discuss the operations of the Transfer Station. The qualifications of the Superintendent shall be submitted to the City and shall include maintaining a valid Transfer Station operator's certificate. The Superintendent will train one of the Transfer Station operations foreman to perform the Superintendent duties in his absence. This foreman shall be a SWANA certified manager of Transfer Station operations as shall be the Superintendent.

(C) Complaints. The Company shall designate a senior level employee to be responsible to handle complaints regarding or relating to the Transfer Station or Specified Landfill or the Operation Services. The Company shall respond in a timely and effective manner

to all complaints and communications received by the Company or the City regarding any matter related to the Operation Services.

(D) Damage to Customers. The Company shall be responsible for and bear all costs for damage caused to the property of customers of the City that utilize the Transfer Station, such as damage to collection vehicles, which is caused by the Company's negligence or the failure of the Company to perform the Operation Services in accordance with the Contract Standards.

6.3. STAFFING AND PERSONNEL TRAINING. (A) Staffing. The Company shall perform the Operation Services during the Term of the Service Contract with qualified personnel who meet the licensing and certification requirements of the State, under a Staffing Plan that is consistent with the Contract Standards and the Staffing Plan set forth in the Company's Proposal. The Company shall manage, administer, coordinate and schedule in an orderly manner all work done by Company's officers, employees, and Subcontractors. The Company shall discipline or replace, as appropriate, any employee of the Company or any Subcontractor engaging in unlawful, unruly or objectionable conduct. The Company shall notify the City of any material change in staffing levels and positions from time to time, and shall not make any such material change if the new staffing level or staffing positions would either (i) adversely affect the ability of the Company to provide the Contract Services or (ii) or reduce staffing below the Staffing Plan.

(B) Additional Staffing. Sufficient backup personnel shall be available to perform the Operation Services during periods of sickness, vacations or other absences of regular personnel. The Company shall provide added staff under the Service Contract if it is shown that additional personnel are needed to properly perform the Operation Services at no additional cost to the City.

(C) Training. The Company shall be responsible for training all personnel to perform the Operation Services in accordance with the Contract Standards. The Company shall employ certified operators as required by State regulations. The Company shall ensure that his employees receive adequate training before their starting date of service. The costs of employee training shall be borne by the Company and documentation of completed training shall be maintained at the Transfer Station and Specified Landfill. Within 90 days following the Contract Date, the Company shall submit to the City for its review and comment a personnel training program which the Company proposes to institute in order to ensure that the Operation Services are performed in accordance with the Service Contract. Such personnel training program shall include, but not be limited to: (1) personnel training guidelines, policies and procedures established by the DENR and the EPA; (2) personnel training guidelines, policies and procedures established in any Governmental Approval or operator's certificate required or issued by any Governmental Body; (3) personnel training guidelines, policies and procedures established in any other Applicable Law; (4) detection, identification and handling of Unacceptable Waste, including City notification procedures; (5) basic organization first aid training course given by the American Red Cross or equivalent; (6) Fire prevention and fire fighting procedures; (7) "Hazardous Waste and waste awareness" class approved by NC DENR or equal; and (8) All required OSHA training required for normal Transfer Station and Specified landfill operations. The Company shall conduct an annual performance review session with each employee to discuss job performance, career development, and the training and qualifications required for job positions of interest to the employee.

(D) Employee Behavior. All Company personnel shall comply with cooperative, courteous and professional standards in dealing with the City, customers (including haulers) and the general public. All persons employed by the Company shall be competent, skilled and qualified in the performance of the work to which they are assigned. Any employee of the Company, who engages in misconduct or is incompetent or negligent in his duties or is disorderly, dishonest, intoxicated, under the influence of drugs, or discourteous, shall be removed from the Transfer Station by the Company. To help achieve a safe working environment, the Company shall be responsible for administering random drug testing on employees. Random drug testing results shall be provided to the City.

(E) Scavenging. Scavenging by the Company, its employees, or any other persons is forbidden.

6.4. SAFETY AND SECURITY. (A) Safety. The Company shall maintain the safety of the Transfer Station at a level consistent with the Contract Standards. Without limiting the foregoing, the Company shall: (1) take all reasonable precautions for the safety of, and provide all reasonable protection to prevent damage, injury or loss by reason of or related to the operation of the Transfer Station to, (a) all employees working at the Transfer Station and all other persons who may be involved with the operation, construction, maintenance, repair and replacement of the Transfer Station, (b) all customers and visitors to the Transfer Station, (c) all materials and equipment under the care, custody or control of the Company at the Transfer Station, (d) other property constituting part of the Transfer Station, and (e) City property; (2) establish and enforce all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations; (3) give all notices and comply with all Applicable Law relating to the safety of persons or property or their protection from damage, injury or loss; (4) designate a qualified and responsible employee at the Transfer Station whose duty shall be the supervision of Transfer Station safety, the prevention of fires and accidents and the coordination of such activities as shall be necessary with federal, State and City officials; (5) operate all equipment in a manner consistent with the manufacturer's safety recommendations; (6) properly maintain all roadways within the Transfer Station Property; (7) provide for safe and orderly vehicular movements; and (8) develop and carry out a Transfer Station-specific safety program, including employee training and periodic inspections, designed to implement the requirements of this Section.

(B) OSHA. The provision of the Operation Services by the Company shall at all times be in compliance with OSHA.

(C) Security. The City shall be responsible for the security of the Transfer Station, provided that the Company shall be responsible for the safe storage and security of Company equipment.

6.5. COMPLIANCE WITH APPLICABLE LAW. (A) Compliance Obligation. The Company shall perform all of its obligations hereunder in accordance with Applicable Law, and shall cause all Subcontractors to comply with Applicable Law. The Company shall comply with the terms of all governmental approvals applicable to the Transfer Station and Specified Landfill.

(B) Fines, Penalties and Remediation. Except to the extent excused by Uncontrollable Circumstances or City fault, in the event that the Company or any Subcontractor fails at any time to comply with Applicable Law, the Company shall, without limiting any other remedy available to the City upon such an occurrence and notwithstanding any other provision of the Service Contract: (1) immediately correct such failure and resume compliance with Applicable Law; (2) bear all loss-and-expense of the Company and the City resulting therefrom; (3) pay any resulting damages, fines, assessments, levies, impositions, penalties or other charges; (4) make all Improvements and changes in operating and management practices which are necessary to assure that the failure of compliance with Applicable Law will not recur; and (5) comply with any corrective action plan filed with or mandated by any Governmental Body in order to remedy a failure of the Company to comply with Applicable Law.

(C) No Nuisance. The Company shall ensure that the operation of the Transfer Station does not create any odor, litter, noise, fugitive dust, vector or other adverse environmental effects constituting, with respect to each of the foregoing, a nuisance condition under Applicable Law. Should any such nuisance condition occur, the Company shall expeditiously remedy the condition, make all improvements and changes in operating and management practices necessary to prevent a recurrence of the nuisance condition, and indemnify and hold harmless the City from any loss-and-expense relating thereto in the manner provided in Section 13.3.

6.6. OPERATING GOVERNMENTAL APPROVALS. (A) Applications and Submittals. The City shall make all filings, applications and reports necessary to obtain and maintain all Governmental Approvals required to be made, obtained, or maintained by or in the name of the City under Applicable Law in order to operate and maintain the Transfer Station. The Company shall: (1) develop and furnish all necessary supporting material; (2) supply all data and information which may be required; (3) familiarize itself with the terms and conditions of such Governmental Approvals; (4) attend all required meetings and hearings; and (5) take all other action necessary or otherwise reasonably requested by the City in order to assist and support the City in obtaining, maintaining, renewing, extending and complying with the terms of such Governmental Approvals.

(B) Non-Compliance and Enforcement. The Company shall report immediately to the City any inspections by any governmental agencies and all violations of the terms and conditions of any Governmental Approval or Applicable Law pertaining to the Transfer Station. The City shall have the right independently to enforce compliance with the requirements of any Governmental Approval regardless of whether a concurrent or different regulatory enforcement action has been undertaken by any other Governmental Body. The failure of the Company to comply with any Governmental Approval shall constitute a breach of the Service Contract as well as an event of noncompliance with the Governmental Approval.

(C) Reports to Governmental Bodies. Except as otherwise set forth herein, the Company shall prepare all periodic and annual reports, all information submittals and all notices to all Governmental Bodies required by all Governmental Approvals for submission by the City and under Applicable Law with respect to the Transfer Station.

(D) Potential Regulatory Change. The Company shall keep the City regularly apprised as to potential changes in regulatory requirements affecting the Transfer Station, and provide recommended responses to such potential changes so as to mitigate any possible adverse economic impact on the City should a change in law actually occur. The Company shall participate in performance evaluation surveys conducted by the DENR and EPA.

6.7. PERIODIC REPORTS. (A) Monthly Meetings. The Company shall be required to hold monthly meetings with the City to review all aspects of the Operation Services. The Company shall make the Transfer Station Superintendent available to meet with the City during the monthly meeting.

(B) Monthly Report. The Company shall keep accurate records of all transactions connected with the Service Contract including, but not limited to, all correspondence and invoices, transaction tickets, or receipts issued at the Transfer Station and Specified Landfill. The Company shall provide to the City, by the fifth day of each month, a report for the preceding month summarizing routine and extraordinary activities and monitoring results during the prior month and plans and schedules for future activities.

(C) Annual Operation and Maintenance Reports. The Company shall furnish the City, within 30 days after the end of each Contract Year, an annual summary of the information contained in the monthly operations reports. The Company shall also perform and report to the City, as part of its annual operations report, the results of a comprehensive performance evaluation which reviews and analyzes the administrative, operational and maintenance practices employed in the performance of the Operation Services.

6.8. EMERGENCIES. In the event of an emergency, including fire, weather, environmental, health, safety and other potential emergency conditions, the Company shall: (1) provide appropriate notifications to the City and all other Governmental Bodies having jurisdiction and shall facilitate coordinated emergency response actions by the City and all such other appropriate Governmental Bodies; (2) undertake all necessary spill prevention and response measures; (3) assure the timely availability of all personnel required to respond to any emergency (no later than two hours during nights, weekends or holidays); and (4) otherwise comply with the Service Contract. The Company's Safety and Security Plan shall be reviewed by the parties annually as part of the review of the annual operations report, and updated when necessary.

6.9. VEHICLES AND EQUIPMENT. (A) Generally. The type and minimum number of vehicles and equipment that will be used at the Transfer Station, for transportation and specified Landfill will be based on the Company's proposal and will be set forth in an Appendix to the Service Contract. As of the Contract Date, all vehicles and equipment scheduled for use at the Transfer Station, including backup equipment, must be new or in like-new condition. All vehicles and equipment shall be maintained in a clean and presentable condition and stored in a location and manner so to minimize its visibility. Back up alarms shall be provided and maintained in proper working condition for all heavy equipment. The Company shall provide all equipment required for operation, and for operation and maintenance of the Transfer Station and any ancillary facilities in accordance with the Service Contract and the rules and regulations of the DENR.

(B) Maintenance. The Company shall be responsible for maintaining all vehicles and equipment in good working order and repair. Accordingly, the Company, at its sole expense, shall implement a vehicle and equipment maintenance and inspection program that is based on the manufacturers' recommendations for the specific vehicle or equipment item. The nature, scope and frequency of maintenance activities required for each vehicle and equipment item shall be documented as a section of the Transfer Station Operations Plan. The City reserves the right to conduct vehicle and equipment inspections at any time during the terms of the Service Contract to ensure that all vehicle and equipment items are accurately documented in the vehicle and equipment section of the Transfer Station Operations Plan, and that all vehicle and equipment items are mechanically safe and suitable for operation. At a minimum, the vehicle and equipment section of the Transfer Station Operations Plan shall include the following information for each vehicle and equipment item the Company proposes to use at the Transfer Station: (a) quantity; (b) description; (c) make, model and year; (d) size or capacity; (e) hours operated; (f) estimate remaining life; (g) estimate replacement cost; (h) maintenance and inspection requirements; and (i) leased or owned.

(C) Vehicle and Equipment Procurement. Any equipment lease entered by the Company for equipment necessary to perform the Operation Services shall be assignable to the City in the event of a termination or expiration of the Service Contract.

(D) Noise and Dust Reduction. All equipment shall be provided with exhaust and muffler systems meeting or exceeding the original equipment manufacturer's specifications. The Company shall strive to minimize the generation and migration of nuisance noise, smoke, or dust beyond the property boundaries of the Transfer Station. The City reserves the right to reject use of equipment it deems to be a public nuisance.

6.10. FUEL STORAGE. The Company shall provide all fuel, fuel storage and dispensing facilities required for vehicles and equipment. The Company shall not have use of the City's fueling facilities.

6.11. INCLEMENT WEATHER OPERATIONS. Solid waste disposal operations shall be performed under all weather conditions. In the event of inclement weather, the Company shall be responsible for taking measures necessary (e.g. plowing) to allow for ingress and egress within the Transfer Station property.

6.12. ENVIRONMENTAL COMPLIANCE MONITORING AND REPORTING. The City shall maintain responsibility for all environmental compliance monitoring and reporting including, but not limited to, NPDES stormwater monitoring and reporting.

6.13. ODOR CONTROL. The Company shall employ whatever means necessary to minimize the generation and migration of nuisance odors from the Transfer Station.

6.14. UTILITIES. The Company shall be responsible for all electricity necessary for the Transfer Station. The City will pay for water (not including dust control or wash-down water) and sewer use at the Transfer Station. The Company shall provide and pay for all other utilities necessary for the Operation Services.

6.15. TRAFFIC CONTROL. The Company shall provide and place signs, markers and spotters to indicate the direction to the area for waste discharge and the traffic pattern to be observed.

## ARTICLE VII

### PERFORMANCE

7.1. PERFORMANCE GENERALLY. Reliance. The Company acknowledges that the City, in serving the solid waste disposal needs of the City, is providing an essential public service, and is relying on the performance by the Company of its obligations hereunder.

7.2. ENVIRONMENTAL GUARANTEE. The Company shall be required to perform the Operation Services in compliance with all applicable federal, State and local environmental laws, regulations, ordinances, rules, requirements, permits and other authorizations that affect the Operation Services, including any conditions or requirements imposed therein (collectively, the obligations hereunder are the “Environmental Guarantee”). If at any time the Company fails to meet the Environmental Guarantee, it shall immediately take any action necessary to remedy such failure (including, but not limited to, making all improvements and operating changes) and perform all retests at its sole cost and expense and shall pay any resulting damages and fines.

7.3. CITY REMEDIES FOR NON-COMPLIANCE WITH PERFORMANCE GUARANTEES. If the Company fails to comply with any performance guarantee, the Company shall, without relief under any other performance guarantee, and in addition to any other remedy provided herein or required by a Governmental Body: (1) promptly notify the City within 24 hours of any such non-compliance; (2) promptly provide the City within 24 hours with copies of any notices sent to or received from the EPA, the DENR or any other Governmental Body having regulatory jurisdiction with respect to any violations of Applicable Law; (3) pay liquidated damages in the amounts provided for herein; (4) pay any other resulting damages, fines, levies, assessments, impositions, penalties or other charges resulting therefrom; (5) take any action (including, without limitation, making all repairs and replacements and operating and management practices changes) necessary in order to comply with such Performance Guarantee, continue or resume performance hereunder and eliminate the cause of, and avoid or prevent the recurrence of non-compliance with such performance guarantee; (6) promptly prepare all public notifications required by Applicable Law, and submit such notifications for publication; and (7) assist the City with all public relations matters necessary to adequately address any public concern caused by such non-compliance, including but not limited to, preparation of press releases, attendance at press conferences, and participation in public information sessions and meetings.

## ARTICLE VIII

### TRANSFER STATION MAINTENANCE

8.1. MAINTENANCE. Ordinary Maintenance. The Company shall perform the maintenance responsibility included in the Operation Services in accordance with the Contract Standards and applicable permit requirements including those established in the Transfer Station Operations Plan.

8.2. VECTOR CONTROL. The Company shall control insects, rodents and other vectors. No insecticide is permitted to be applied without the prior written approval of the City.

8.3. DUST CONTROL. The paved on-site roads shall be swept on a daily basis, as needed. Other on-site roads and surfaced areas shall be treated with water to effectively control dust. The Company may obtain water from a hydrant at the Transfer Station identified by the City and shall pay the City for such water.

8.4. LITTER CONTROL. The Company shall employ whatever means necessary to minimize the generation and migration of nuisance litter and debris throughout the entire Transfer Station area on a daily basis. The cleanup and disposal of nuisance litter and debris shall be performed in accordance with State regulations and to a quality standard satisfactory to the City. All collected materials shall be disposed of at the Transfer Station. Daily monitoring and cleanup of all on-site litter shall include, but not be limited to, the following critical areas: (1) all Transfer Station access/perimeter roads; (2) all swales, ditches, and stormwater control devices; (3) public roads used for solid waste hauling up to one-half mile away from the Transfer Station; and (4) others identified by City.

8.5. TRANSFER STATION RETURN. Not later than ninety days prior to the expiration of the Service Contract, or concurrently with the termination resulting from an early termination of the Service Contract, the City shall conduct a final inspection of the Transfer Station. The inspection shall include a physical inspection of the Transfer Station to ensure that the Transfer Station was maintained by the Company in accordance with the requirements in the Service Contract and is returned to the City in good working order. In the event the final inspection establishes a maintenance deficiency under this Section, the Company shall either remedy the deficiency or make a cash payment to the City sufficient to enable the City to remedy the deficiency.

## ARTICLE IX

### CAPITAL MODIFICATIONS

9.1. CAPITAL MODIFICATIONS DURING TERM. The Service Contract shall provide a mechanism that, to the extent permitted by law, will allow the City to request that the Company perform certain improvements or modifications to the Transfer Station based upon terms and conditions to be agreed upon by the parties.

## ARTICLE X

### SERVICE FEE AND OTHER PAYMENTS

10.1. SERVICE FEE. (A) Generally. From and after the Commencement Date, the City shall pay the Service Fee to the Company as compensation for the Company's performing the Operation Services under the Service Contract. The Service Fee shall be calculated according to the price forms included in Section 5 of the RFP.

10.2. BILLING. Payments will be made to the Company on a Billing Period basis. The Company shall submit to the City on or before the 5th day of each month a request for payment for Acceptable Waste during the preceding month and accompanied by such data as the City may reasonably require. The City shall issue payment to the Company within 30 days from presentation to the City of request for payment.

10.3. BILLING STATEMENT DISPUTES. If the City disputes any amount billed by the Company, the City shall provide the Company with a written objection indicating the amount that is being disputed and providing all reasons then known to the City for its objection to or disagreement with such amount.

## ARTICLE XI

### DEFAULT, TERMINATION AND DISPUTE RESOLUTION

11.1. EVENTS OF DEFAULT BY THE COMPANY WITHOUT FURTHER NOTICE AND CURE OPPORTUNITY. Events of Default by the Company which will permit termination of the Service Contract without any additional notice and cure opportunity consist of:

- (1) failure to operate the Transfer Station and/or transport waste and/or dispose of waste at the specified Landfill;
- (2) failure to obtain and maintain the required security instruments;
- (3) default of the guarantor under the guaranty agreement, if applicable;
- (4) bankruptcy or insolvency (whether voluntary or involuntary) of the Company or guarantor;
- (5) failure or refusal of the Company to perform a material obligation under the Service Contract such that the failure or refusal constitutes a gross misfeasance of duty; and
- (6) failure to achieve the Commencement Date within 60 days following the Contract Date.

11.2. EVENTS OF DEFAULT BY THE COMPANY WITH NOTICE AND CURE OPPORTUNITY. Events of Default by the Company which will permit termination of the Service Contract only after notice and cure opportunity consist of: (1) failure to pay undisputed amounts owed the City within 60 days; and (2) failure to comply with the Service Contract other than as set forth in Section 12.1. The Company shall have a reasonable time period to cure such breaches, so long as it is diligently trying to achieve compliance.

11.3. EVENTS OF DEFAULT BY THE CITY. Events of Default by the City which will permit termination without notice and cure opportunity consist of: (1) voluntary bankruptcy of the City and (2) involuntary bankruptcy of the City. Events of Default by the City which will permit termination only with reasonable notice and cure opportunity consist of: (1) failure to comply with the Service Contract and (2) failure to pay or credit undisputed amounts owed the Company within 60 days.

11.4. OTHER TERMINATION RIGHTS.

(A) Convenience Termination. The City will include a Termination for Convenience clause in the final contract documents that will allow the City to terminate the contract without cause and at the discretion of the City. The specific terms of this clause and any fee to be associated with it will be negotiated with the selected Proposer.

(B) Termination by Law. In the event that the agreement is terminated as a result of a successful legal challenge that would prevent the parties from performing under the agreement, each party shall bear its own costs and neither party shall have a remedy against the other.

11.5. FORUM FOR BINDING DISPUTE RESOLUTION. Judicial proceedings held in North Carolina state courts located in Guilford County will be the sole forum for binding dispute resolution.

11.6. NON-BINDING MEDIATION. Either party may request non-binding mediation of any dispute arising under the Service Contract prior to the initiation of any civil action. The non-requesting party may decline such a request in its sole discretion.

11.7. GOVERNING LAW. The Service Contract, including any amendments thereto, shall be governed by and construed in accordance with the applicable laws of the State of North Carolina.

## ARTICLE XII

### REQUIRED INSURANCE, UNCONTROLLABLE CIRCUMSTANCES AND INDEMNIFICATION

12.1. REQUIRED INSURANCE. At all times during the Term, the Company shall obtain and maintain required insurance. Required Insurance shall include those coverages set forth in Appendix B hereto.

12.2. UNCONTROLLABLE CIRCUMSTANCES. Except as expressly provided under the terms of the Service Contract, neither party to the Service Contract will be liable to the other for any loss, damage, delay, default or failure to perform any obligation to the extent it is caused by Uncontrollable Circumstances. The non-performing party shall diligently attempt to mitigate any such circumstance and shall notify the other party of the extent and anticipated duration.

12.3. INDEMNIFICATION. The Company shall indemnify, defend and hold harmless the City, and its appointive officers, directors, representatives, agents and employees, from and against any and all loss and expense arising from or in connection with, or alleged to arise from or in connection with, any failure by the Company to perform its obligations under the Service Contract; the negligence or willful misconduct of the Company or any of its officers, directors, employees, representatives, agents or subcontractors in connection with the Service Contract; Company fault; or the performance of the Company's obligations under the Service Contract. The Company's indemnity obligations shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Company which is intended to respond to such events.

## ARTICLE XIII

### SECURITY FOR PERFORMANCE

13.1. GUARANTY. As part of the security for performance, the Company may be required to cause the guaranty Agreement to be provided by the guarantor. The guaranty agreement will provide that the guarantor shall absolutely, presently, irrevocably and unconditionally guaranty to the City all of the Company's obligations performed under the Service Contract.

13.2. CONTRACT SECURITY: OPERATIONS BOND. On or before the Commencement Date, the Company shall provide to the City an operations performance bond, in the amount of \$5,000,000, in a form acceptable to the City. The operations performance bond shall secure performance of the Company's obligations and shall remain in effect for one year following the expiration of the Service Contract. The surety issuing the operations performance bond shall be acceptable to the City, and limited to those companies authorized to transact business in the state of North Carolina, having a resident agent in the state of North Carolina and meeting the following requirements and/or limits: surety shall be rated "A+" as to management and "FSC XV" or better as to the strength by Best's Insurance Guide; the bond shall contain any applicable provisions required by Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina. Such operations performance bond shall be furnished in addition to a guaranty agreement, if applicable. The City reserves the right to consider other forms of security.

## ARTICLE XIV

### GENERAL

14.1. ASSIGNMENT OF SERVICE CONTRACT. The Service Contract may be assigned by the Company only with the prior written consent of the City.

14.2. SUBCONTRACTORS. The City will have the right to approve all subcontractors hired by the Company to perform work costing in excess of \$50,000 per year. In no event shall any subcontract be awarded to any person debarred, suspended or disqualified from local, State or federal contracting for any service similar in scope to services contemplated herein.

14.3. ACTIONS OF THE CITY IN ITS GOVERNMENTAL CAPACITY. Nothing in the Service Contract shall be interpreted as limiting the rights and obligations of the City in its governmental or regulatory capacity, or as limiting the right of the Company to bring any action against the City, not based on the Service Contract, arising out of any act or omission of the City in its governmental or regulatory capacity. The City retains all issuance and approval rights it has under Applicable Law with respect to any Governmental Approval required with respect to the Contract Services and none of such rights shall be deemed to be waived, modified or amended as a consequence of the execution of the Service Contract.

14.4. INDEPENDENT CONTRACTOR. The Company is an independent contractor and not an employee or agent of the City, and shall retain the right to exercise full and exclusive control and supervision over its employees, their compensation, and their discharge except as otherwise provided in the Service Contract. The Company's employees shall not be considered employees of the City, and the Company shall be solely responsible for all matters relating to the payment of employee taxes and insurance contributions. The Company shall be fully responsible for its acts and those of its employees during the term of the Service Contract. Nothing in the Service Contract shall be construed as creating a partnership, agency, joint venture, or other similar relationship with the City, and the Company shall conduct all its work in its own name and not in the name of or as agent for the City.

14.5. EQUAL EMPLOYMENT OPPORTUNITY. The Company agrees that in the performance of the services in the Service Contract, it will not discriminate in its hiring, employment, and contracting practices with reference to age, sex race, color, religion, national origin, handicap or disability. The Company shall fully comply with all applicable local, state, and federal laws.

14.6. RIGHT TO INSPECT. The City shall, at all reasonable times, have access to and the right to inspect, audit, examine, and copy all such books, records, and other documents of the Company for the purpose of ensuring compliance with the terms of the Service Contract for the current fiscal year plus five years.

14.7. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of the Service Contract is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent

provision and such holding shall not affect the validity of the remaining portions of the Service Contract, except as provided for in Chapter 25 of the Greensboro Code of Ordinance.

14.8. PUBLIC RECORDS. This Service Contract is a “public record” and shall be subject to public disclosure consistent with Chapter 132 of the North Carolina General Statutes. Pursuant to the North Carolina Public Records Act, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior to disclosure to the City is not public information and will not be released to the public by the City. Company must claim any applicable exemptions to disclosure provided by law at the time the information, document, recording, photograph, electronic data-processing record, or any other type of information that may constitute a public record under Chapter 132 of the North Carolina General Statutes is given or transmitted to the City or in any other way received by the City. Company must identify materials to be protected by placing the materials in a separate, sealed envelope appropriately marked as CONFIDENTIAL INFORMATION – CITY REVIEW ONLY and must state the reasons why such exclusion from public disclosure is necessary and legal.

The City will notify the Company of any public records request for the information or materials the Company has marked as CONFIDENTIAL, and if the Company objects to the City disclosing any of the records responsive to the request, the Company will notify the City in writing within forty-eight (48) hours. If so notified, the City will not disclose the records until ordered to do so by a court of competent jurisdiction, if and only if, the Company immediately enters an appearance as a party in- interest and defend the City in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which the Company objected. The Company agrees to indemnify, save harmless, and pay any and all attorney’s fees incurred by the City, and any attorney’s fees the City is ordered to pay to any person(s) or organization(s) as a result of the Company’s objection to the release of these records. The Company will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees the City incurs as a result of the Company’s objection to the release of the records requested pursuant to the North Carolina Public Records Act.

14.9. DRUG-FREE WORKPLACE. A drug-free workplace is required of proposers. Proposers must include in their proposal responses an executed Drug-Free Workplace certification form, located in Section 4 of this RFP.

14.10. PRIVATE BUSINESS USE RESTRICTIONS. It is the intent of the City and the Company that the Service Contract shall be construed and applied so as to constitute a management contract that does not result in private business use of property financed by the City within the meaning and intent of the applicable regulations and rulings of the Internal Revenue Service and, specifically, that the Service Contract be construed to comply with the management contract guidelines set forth in Revenue Procedure 97-13.

14.11. CONFLICT OF INTEREST. All proposers must comply with the City’s Conflict of Interest Policy which is included below in its entirety:

## **CITY OF GREENSBORO CONFLICT OF INTEREST POLICY**

### **1.0 POLICY**

It is the policy of the City of Greensboro to prohibit its officers, employees, or agents from participating in the selection, award, or administration of any contract where a conflict of interest is involved or may exist, whether real or apparent.

### **2.0 PURPOSE**

It is essential for the City of Greensboro's officers, employees, and agents to remain free from all conflicts of interest, whether real or apparent, in order for the City to maintain the public trust of its citizens. Additionally, Section 4.131 of the City Charter and North Carolina State law prohibits City officers, employees and agents from voting upon or otherwise participating in the selection, award, or administration of contracts in which they have a direct or indirect financial interest.

As a condition of receiving federal and state grant funds, the City is required to have a Conflict of Interest policy that specifies certain conditions that necessitates a finding that a conflict of interest exists. This policy addresses these concerns and complies with all applicable federal and state conflict of interest laws.

### **3.0 SCOPE**

This policy applies to all City officers, employees, or agents as well as sub-grantees or sub-recipients of any federal or state funds received from the City. No officer, employee or agent of the City, and no sub-grantee or sub-recipient of any federal or state funds from the City shall participate in the selection or in the award or administration of a contract supported by federal, state, or city funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

- (i) The employee, officer, agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, anyone listed in (i) through (iii) above.

The grantee's or sub-grantee's officers, employees or agents will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-

agreements except as may be allowed in the City's Gift Policy, B-20.

#### **4.0 DEFINITIONS**

4.1 Officer - An individual who is elected to or appointed to serve or represent the City of Greensboro, other than an employee or independent contractor of the City.

4.2 Employee - Those individuals who are employed at will by the City of Greensboro for remuneration, whether full time or part time, benefited or non-benefited, and are charged with implementing City policies and City Council goals and objectives.

4.3 Agent - Those individuals or companies who are authorized to act on behalf of the City and who provide services or products, whether contractual or not.

#### **5.0 ORGANIZATIONAL RULES**

5.1 In order for the City to maintain the public trust of the citizens it serves, it is essential for the officers, employees, and agents of the City of Greensboro to remain free from all conflicts of interest, whether real or apparent.

#### **6.0 PROCEDURES**

6.1 If any officer, employee, or agent of the City has a potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy or has knowledge that another officer, employee, or agent of the City has a potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy, that person is required to report to their immediate supervisor or other management official in their reporting relationship all of the facts and circumstances concerning the conflict in as much detail as possible. This report should identify (i) the party or parties involved, (ii) the contract involved (iii) the nature of the conflict, and (iv) any other relevant facts and circumstances concerning the conflict.

If any officer, employee, or agent of a sub-grantee or sub-recipient of any federal, state, or city funds has a potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy or has knowledge that another officer, employee, or agent of a sub-grantee or sub-recipient of any federal, state, or city funds has a

potential conflict of interest in the selection, award, or administration of any contract supported by federal, state, or city funds in violation of this policy, that person is required to report to their immediate supervisor or other management official in their reporting relationship and the City's contact person for that particular grant all of the facts and circumstances concerning the conflict in as much detail as possible. This report should identify (i) the party or parties involved, (ii) the contract involved, (iii) the nature of the conflict, and (iv) any other relevant facts and circumstances concerning the conflict.

## APPENDIX A

### DEFINITIONS

“Acceptable Waste” means Municipal Solid Waste and any other solid waste that the Transfer Station and Specified Landfill is permitted to accept as of the Contract Date, and any other wastes that the System is permitted to accept in the future upon mutual consent of the parties.

“Applicable Law” means any law, rule, regulation, requirement, guideline having the force of law, permit, Governmental Approval ordinance or order, of any federal, state or local agency, court or other governmental body having jurisdiction, applicable from time to time to the Operation Services or any other transaction or matter contemplated in the Service Contract.

“Billing Period” shall be a calendar month.

“Bypass Acceptable Waste” has the meaning found in section 5.2(A).

“Commencement Date” means the first date on which all of the Transition Period responsibilities of the Company shall be satisfied or waived, as agreed to in writing by the parties.

“Contract Date” means the date the Service Contract is executed and delivered by the parties.

“Contract Standards” means the standards, terms, conditions, methods, techniques and practices imposed or required by: (1) Applicable Law; (2) good engineering and construction practice; (3) good industry practice; (4) applicable operation and maintenance manuals; (5) applicable equipment manufacturers’ specifications; (6) applicable Insurance Requirements; and (7) any other standard, term, condition or requirement specifically provided in the Service Contract to be observed by the Company.

“Governmental Approval” means all permits, licenses, approvals, authorizations, consents and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Transfer Station or Specified Landfill or the performance of any obligation under this Service Contract or the matters covered hereby.

“Governmental Body” means any federal, state, city, town or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body.

“Hazardous Waste” means any waste, substance, object or material deemed hazardous under Applicable Law including, without limitation, “hazardous substance” as defined under CERCLA and “hazardous waste” as defined under RCRA; provided, however, that household hazardous waste shall not constitute Hazardous Waste as long as such wastes are exempt from

Hazardous Waste regulation under Applicable Law. Hazardous Waste shall include radioactive materials.

“Transfer Station” means the City’s facility located at 6310 Burnt Poplar Road identified in DENR Permit No. 41-20-T.

“Transfer Station Operations Plan” means the operations and maintenance information contained in the Transfer Station’s permit documents as updated by the Company.

“Transfer Station Permit” means the DENR permit No. 41-20-T issued for the Transfer Station.

“Municipal Solid Waste” or “MSW” means any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, or solid waste from mining or agricultural operations.

“Operation Services” has the meaning set forth in Appendix C hereto.

“Rejection Rights” has the meaning found in section 5.2(A).

“Required Insurance” means the insurance specified in Appendix B.

“Transfer Station Superintendent” shall have the meaning set forth in subsection 6.2(B).

“Safety and Security Plan” means the plan to be prepared by the Company which shall address at a minimum those matters set forth in Section 6.8.

“Specified Landfill” means the Landfill at which the Company shall have access to dispose of MSW collected and transferred from the Transfer Station.

“Staffing Plan” means the staffing plan contained in the Company’s proposal.

“Ton” means a short ton of 2,000 lbs.

“Transition Period” means the time period after the Contract Date and prior to the Commencement Date.

“Unacceptable Waste” means solid waste that does not constitute Acceptable Waste, including Hazardous Waste.

“Uncontrollable Circumstances” means any act, event or condition, whether affecting the City or the Company to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement, if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent action or inaction of

the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party.

It is specifically understood that none of the following acts or conditions shall constitute Uncontrollable Circumstances:

- (1) any act, event or circumstance that would not have occurred if the affected party had complied with its obligations hereunder;
- (2) general economic conditions, interest or inflation rates, or currency fluctuations;
- (3) changes in the financial condition of the City, the Company, the guarantor, or their affiliates or subcontractors affecting the ability to perform their respective obligations;
- (4) the consequences of error, negligent or omissions by the Company, the guarantor, any subcontractor, any of their affiliates or any other person in the performance of the Contract Services;
- (5) weather conditions normal for the City (not including extraordinary conditions such as a hurricane or tornado);
- (6) any act, event, circumstance or change in law occurring outside of the United States;
- (7) a change in law pertaining to taxes except sales taxes;
- (8) union work rules, requirements or demands which have the effect of increasing the number of employees at the Transfer Station and Specified Landfill or otherwise increase the cost to the Company of performing its Operations Services;
- (9) density or moisture content of Acceptable Waste delivered to the Transfer Station and Specified Landfill;
- (10) the quantity of Acceptable Waste delivered to the Transfer Station and Specified Landfill; and
- (11) strikes, work stoppages or other labor disputes or disturbances by employees of the Company, an affiliate, contractor, subcontractor, or any of their affiliates.

## APPENDIX B

### INSURANCE REQUIREMENTS

- (1) The Company must maintain insurance policies at all times throughout the term of the contract with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits
Employers' Liability	\$ 500,000
General Liability	\$5,000,000 per occurrence /\$10,000,000 aggregate
Automobile Liability	\$1,000,000
Pollution & Environmental Liability	\$5,000,000 per occurrence/\$10,000,000 aggregate
Property Damage	\$5,000,000 per occurrence/\$10,000,000 aggregate

- (2) The Company must provide the City with a Certificate of Insurance for review prior to the issuance of any contract. This should be an ACORD form (example can be provided). All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, the selected proposer will provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the proposer to provide such notice, the proposer will be solely responsible for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the selected proposer for each subsequent renewal period of the contract.
- (3) The City shall be added as an additional insured on the selected proposer's general liability and pollution and environmental liability insurance policies, which shall be primary and not contributory to any other insurance that may be available to the City. The Pollution and Environmental Liability policies must be maintained in full force and effect with the City as an additional insured for three years after the termination of the contract. The proposer will also secure its general liability insurance from an "A" rated insurance company acceptable to the City. The proposer will provide a Certificate of Liability statement that states, "City of Greensboro is added as an additional insured as evidenced by an endorsement attached to this certificate." In the event the proposer fails to maintain and keep in force for the duration of this Contract the insurance required herein, the City may cancel and terminate this contract without notice.

## APPENDIX C

### OPERATION SERVICES

“Operation Services” means everything required to be done for and relating to the Transfer Station operation and/or waste transport and/or waste disposal pursuant to the service contract. Operation Services include the employment and furnishing of all labor, materials, equipment, supplies, tools, storage, transportation, disposal, insurance, delivery and other things and kinds of services whatsoever necessary for the full performance of the Company’s operation, maintenance, repair, replacement, management, monitoring and related obligations under the Service Contract, and all of the Company’s administrative, accounting recordkeeping, reporting, notification and similar responsibilities of every kind whatsoever under the service contract pertaining to such obligations.

#### TRANSFER STATION OPERATIONS:

The Company will provide operation and maintenance of the City of Greensboro’s solid waste transfer station located at 6310 Burnt Poplar Road (SR 1556). The transfer station operates under the authority of permit number 41-20T as issued by the North Carolina Department of Environment and Natural Resources’ Division of Waste Management. The operations building and administrative facility encompasses approximately 28,000 square feet and was designed to process approximately 900 tons of waste per day based on an eight-hour operating day. The transfer station is a dual hopper, bi-level facility with the upper level utilized as the receiving area or tipping floor for the discharging of waste from collection vehicles and the lower level used to receive the waste through the hoppers into the trailers below for transport to the landfill. A citizen’s disposal area is located on the northern side of the facility on the upper level.

The City will provide operation and maintenance of the scale house and weighing scales at the Facility. The City’s scale operators will be responsible for weighing and retaining records for all delivery vehicles entering the Facility for the purpose of waste disposal. After weighing, delivery vehicles will be directed to the entrance of the transfer station or citizen’s disposal area. The Company will provide staff to direct delivery vehicles to the areas for unloading their waste. The Company will perform operations in an efficient manner, handling waste at a consistent operating rate so as to avoid the back up of delivery vehicles waiting to unload waste. The Company will assume responsibility for loading waste from the tipping floor into trailers provided by the Hauling Contractor. The Company will provide the equipment and operator for on site movement of trailers. Company forces will move trailers into the transfer station for loading and back to the staging area and tarp when full. The Company will be responsible for covering each load prior to transport by the Hauling Contractor. The Company will utilize the truck scales in the lower level bays to track load out tonnage. Damages to Hauling Contractors trailers by the Company will be reimbursed by the Company after an itemized invoice listing all repairs is provided. Damages are exclusive of normal wear and tear.

WASTE TRANSPORTATION:

The Company will provide waste transportation services for all acceptable waste received at the City's transfer station to the Specified Landfill. The Contractor shall furnish all personnel, tractors, trailers, licenses, highway permits, and other equipment necessary to transport the waste. The City or the City's contractor will be responsible for positioning and loading the Contractor's trailers, covering each load prior to transport by the Contractor, and placing the loaded trailer on the yard ready for transport, except for live loaded trailers wherein the Contractor will be responsible. The Contractor will transport the waste to the Specified Landfill for disposal. Loaded trailers remaining at the transfer station Saturday afternoon will be hauled on Monday morning.

WASTE DISPOSAL:

The Company will provide disposal of all acceptable waste received from the City's transfer station in a Subtitle D sanitary landfill (Specified Landfill) in accordance with all federal, state, and local requirements applicable to the site. The City or the City's Contractor will monitor and inspect on a regular basis the contents of its delivery vehicles in order to ensure that the waste being delivered to the landfill contains no unacceptable waste. The Specified Landfill must accommodate waste delivery vehicles that are top-loading, tandem-axle, non-compaction, and both self-unloading and non-self-unloading semi-trailers with manually or hydraulically operated top covers.