Office of the City Manager
City of Greensboro

January 14, 2011

TO: Mayor and Members of Council

FROM Rashad M. Young, City Manager

SUBJECT: Items for Your Information

Contact Center Feedback
Attached is the weekly report generated by our Contact Center for the week of 1/3/11 – 1/9/11.

City Council Retreat
Based on feedback from the majority of Council, we have cancelled Friday night's agenda for the City Council Retreat. Attached is a new agenda with a change in location to the Plaza Level Conference Room of the Melvin Municipal Office Building.

Farmer's Curb Market Budget
The attached information regarding the Greensboro Farmers' Curb Market is in response to the request from Councilmember Rakestraw at the January 4, 2011, City Council Meeting. Included is data regarding revenue collections and expenditures related to special events at the Market. In addition to staff involvement in executing special events, the City of Greensboro contracted with the Friends of the Market to carry out some of these events in FY09-10 and FY10-11. Included in the material are reports from the Friends group of the funds they collected on the City's behalf during these events. I have also requested an audit of the Friends' records. I am discontinuing contracts with the Friends group and having all held proceeds turned over to the City until we finalize the future management of the Market per the RFP that is currently pending as well as receive the results of the audit.

Status of Cone-Nealtown Connector
At the January 4, 2011, City Council Meeting, Councilmember Perkins requested a resolution to advance the Cone/Neal Town Extension. Before we place a resolution on the Council agenda, the attached memo dated January 12, 2011, from Adam Fischer, Director of Transportation, explains the options available to you in order to advance this project. Council direction on this issue can be discussed at the City Council retreat during our discussion of the Capital Plan.

Updated Solid Waste RFP
Attached is the final draft of the Request for Proposals (RFP) for Municipal Solid Waste Management Services, incorporating the feedback from Council from the January 4, 2011, City Council Meeting. Advertisement for the RFP will include the local newspaper, a statewide purchasing website and national solid waste websites. This information will be made available to these sources beginning January 19, 2011. A list of approximately 50 companies including the original respondents to the first RFP will also be notified.

Randolph County Landfill
At the request by Councilmember Perkins at the October 5, 2010, City Council Meeting, attached is a report on the Waste Disposal Cost Models from HDR, dated December 9, 2010, analyzing the potential affect of a regional landfill in Randolph County.

Employee Benefit Programs
Attached is a response to an inquiry from Councilmember Thompson regarding administrative costs related to benefits, as well as the City's efforts in the last three years to contain cost increases in the employee benefit programs.

Library Internet Usage and Incident Report
Attached are the Library Internet Usage and Incident Reports for the month of December 2010.

Combining Greensboro Zoning Commission and Planning Boards
Attached is a memorandum from Dick Hails, Planning and Community Development, dated January 7, 2011, providing the pros and cons of combining the Greensboro Zoning Commission and the Planning Board. If you have any questions, please call Andrew Scott at (336) 373-2002.

Update from the Greensboro Police Department
Attached are three memoranda from Kenneth Miller, Chief of Police, dated January 13, 2011, regarding the following:

- Priority Offender Program – a new program that is being proposed to target the predators in the communities and prevent the continued victimization of the community. This item is on the Council's agenda for consideration at the January 18, 2011, City Council Meeting.
- Police Partnership – Greensboro Police Department and Greensboro Parks and Recreation have teamed with Ricky Proehl's P.O.W.E.R. of Play Foundation to bring a non-profit charity, Tyler's Locker to Greensboro. Tyler's Locker is a non-profit charity designed to serve the underserved youth of Greensboro.
- Release of Annual Crime Statistics – The annual crime statistics will be officially released on January 19, 2011, for the period of January to December 2010. This memo highlights a couple of areas that showed a marked improvement.

If you have any questions, please contact Chief Miller at (336) 373-2496.

Grant Funding for Coliseum Complex Improvements
Attached is a memorandum from Rick Lusk, Director of Finance, dated January 14, 2011, providing a breakdown of three grants that has been awarded to the Coliseum. The $200,000 grants will be used to fund improvements involving the Atlantic Coast Conference (ACC) Hall of Champions and the Aquatic Center.

Parks and Recreation: Request for Proposals
Attached is a memorandum from the Director of Parks and Recreation, Greg Jackson, dated January 12, 2011, which discusses two Request for Proposal they will execute. They are 1) purchase of recreation management software to include online registration capabilities and 2) the privatization of Gillespie Golf Course operations. The RFPs are in preparation for FY 2011-12 budget development.

Public Affairs Department
Contact Center Weekly Report
Week of 1/3/11 - 1/9/11

Contact Center
6207 calls answered this week

Top 5 calls by area

Water Resources	Field Operations	All others
Balance/General – 1911	Loose Leaf Collection – 227	Police/Watch Operations – 361
Bill extension – 257	Bulk Guidelines – 76	Courts/Sheriff – 143
General Info – 189	No Service/Garbage – 70	HHW/Transfer Station – 78
New Sign up – 176	Collection Day – 61	Guilford Co. Tax Dept - 53
Pay by Phone – 136	Repair Can/Garbage – 60	Streetlight Outage – 53

Comments

We received a total of **8** comments this week:

Executive – 1 comment:

- Customer is disappointed that the ARRA site has not been updated since 2009. He would like to get an idea of where the stimulus money has gone.

Environmental Services – 1 comment:

- Customer suggested that we add the hours of operation for the Household Hazardous Waste Collection Center and ECOFLO to our calendar.

Field Operations – 5 comments:

- Dear City of Greensboro, I would appreciate it if you spent a portion of my 8.25% sales tax to pave the roads (High Point Rd/Lee St and S-Elm-Eugene St). I spent $800 for tires and the students in my lab let me know it is not going to education.

- Resident just wants to say that the leaf collection crew has done a wonderful job on her street. They are a hardworking crew.

- Customer called to thank supervisor for helping to get his recycle can picked up. "Just wanted to say thank you for a good job."

- Customer wants to thank the yard waste crew for doing such a great job in removing their yard waste. She said the crew always works very hard and does a wonderful job. "Thank you, thank you, thank you."

- Customer is "very disgusted" that we will not pick up a tree today that fell down during the storm. Her collection was earlier this week and she does not understand why she has to wait until next week to get it picked up. She said she is a taxpayer and it seems she is getting nothing for her money.

Water Resources – 1 comment:

- Why can't the Water Department give some type of time frame for water cut on?

Overall

Call volume was very busy last week. Callers continued to have questions about the trash collection schedule. Calls about loose leaf collection also increased as customers were anxious to know if there would be another pick up before the end of loose leaf collection this month.

GREENSBORO

GREENSBORO CITY COUNCIL RETREAT

AGENDA

January 22, 2011

Plaza Level Conference Room, Melvin Municipal Office Building

8:30-3:00 pm* **Management, Accountability and Performance (MAP) Plan**

The City Council was introduced to MAP at its September Work Session. MAP is a management tool that further defines the original three priorities articulated by the City Council at its December 2009 Retreat. Predicated on City Council input and feedback of the MAP process, MAP will serve as the basis for recommendations for the FY 2011-2012 budget process. This session will allow Council to further explore this new process and how it can be used to show results for the established Council priorities.

FY 2011-2012 Operating and Capital Budgets' Development

This session will provide Council with a current look at the City's financial situation and how that will impact the FY 2011-2012 budget. Council will be asked to provide their expectations and goals for the upcoming budget development.

Staff will introduce a new Capital Planning process that establishes specific criteria for developing the Capital Plan and funding capital projects. This session will show how the Capital Plan can be used to help achieve the results that are central to the MAP Plan. Council will be asked to provide its guidance for capital spending in FY 2011-2012 and for the 5-year Capital Plan.

Economic Development Strategy

City Staff has developed a proposed Economic Development strategy for Greensboro based on a thorough review of our current practices and structure. This session will provide a proposal for a structure that City Staff believes can support the Council goals related to economic development, as well as specific investment strategies that will prepare us for future economic development opportunities.

FY 2010-2011 Budget Process

This session will provide Council an opportunity to discuss the process used to formulate the FY 2010-2011 budget and any recommended changes for the development of the FY 2011-2012 budget.

3:00 pm **Adjourn**

*Continental Breakfast and Boxed Lunches Will Be Provided

Draft as of 1/13/11
N. Smith

Parks and Recreation Department
City of Greensboro

GREENSBORO

January 12, 2011

TO: Denise N. Turner, Assistant City Manager

FROM: Greg Jackson, Director

SUBJECT: Greensboro Farmers' Curb Market Donations Account

As requested by City Council at the January 4th meeting, attached is a detailed accounting of the Farmers' Market donation account. The donations are from special events started a number of years ago to attract more customers to the Market. These special events continue to attract more customers to the Market than on normal operating days. When the events were originally started, Parks and Recreation staff relied heavily on volunteers, both vendors and customers to run the events. The volunteers donated products and their time to make the events a success. This group of volunteers assisting with special event days informally became the Friends of the Greensboro Farmers' Curb Market.

In FY 07-08 and 08-09, the department paid for all the operating supplies and advertising for the events and deposited the proceeds into the City's General Fund, designated for the Farmers' Curb Market donation account. In FY 09-10, staff worked out a verbal agreement with the Friends of the Greensboro Farmer's Curb Market to handle the pancake breakfast aspect of the special event days. The agreement was for the Friends group to pay for all the operating supplies for the pancake breakfast, seek donations of supplies and products and the department would pay for all event advertising. The Friends group would hold onto the net proceeds of the pancake breakfast for future events and to make improvements at the Market.

In FY 10-11, the department implemented written contracts with the Friends group to handle the pancake breakfast. The parameters of the written agreement are that the Friends pay for all the operating costs of the pancake breakfast and the department pays the advertising costs. The net proceeds are held by the Friends group and they are contractually required to spend the net proceeds to benefit the Market. The department and the Friends group will determine how the proceeds can best be utilized to benefit the Market. The attached spreadsheet details the revenue and expenses of the Farmer's Curb Market donation account. As you can see on the spreadsheet, the Farmer's Curb Market donations account has a negative balance of $358.30. Staff will be requesting that the Friends group reimburse the City this amount to bring the donations account back to zero.

The subsequent attachments detail the revenues and expenses for each of the pancake breakfast events for FY 09-10 and 10-11. The Friends group has agreed to allow the City's internal audit department to review their accounting for these events. This would allow the City to verify all revenues and expenses associated with the pancake breakfast events. The Friends have incurred other expenses in their efforts to support the market and events such as liability insurance, fees associated with securing their website and PO Box rental. Although the Friends have not made

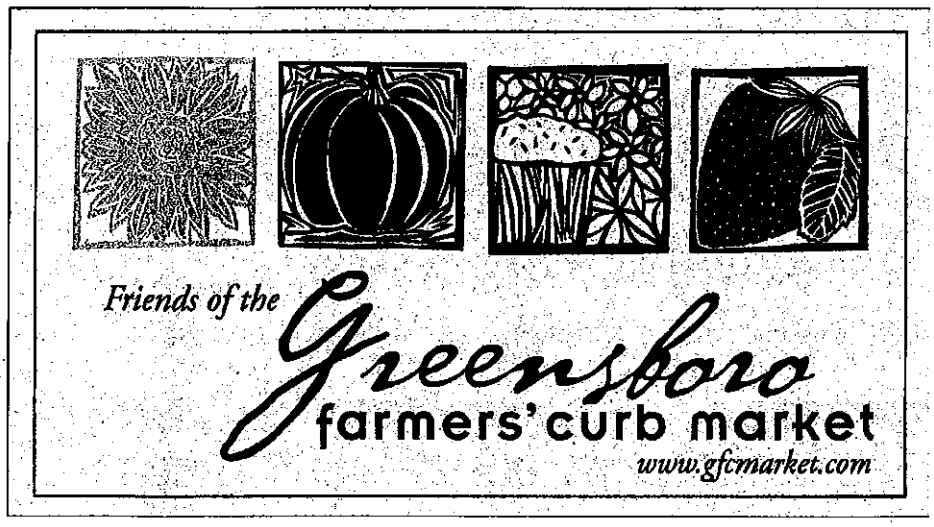
any direct donations to the Market, staff and the Friends group have discussed several projects such as improving the exterior Market signage, improvements to the vendor tables at the Market and creating an outdoor seating area for customers to enjoy. The Friends have developed a website and a Facebook account to promote the Market and the vendors.

If you agree that asking internal audit to review the Friends accounting, that process can be initiated right away. Please let me know if you have any questions or need additional information.

GJ/dm

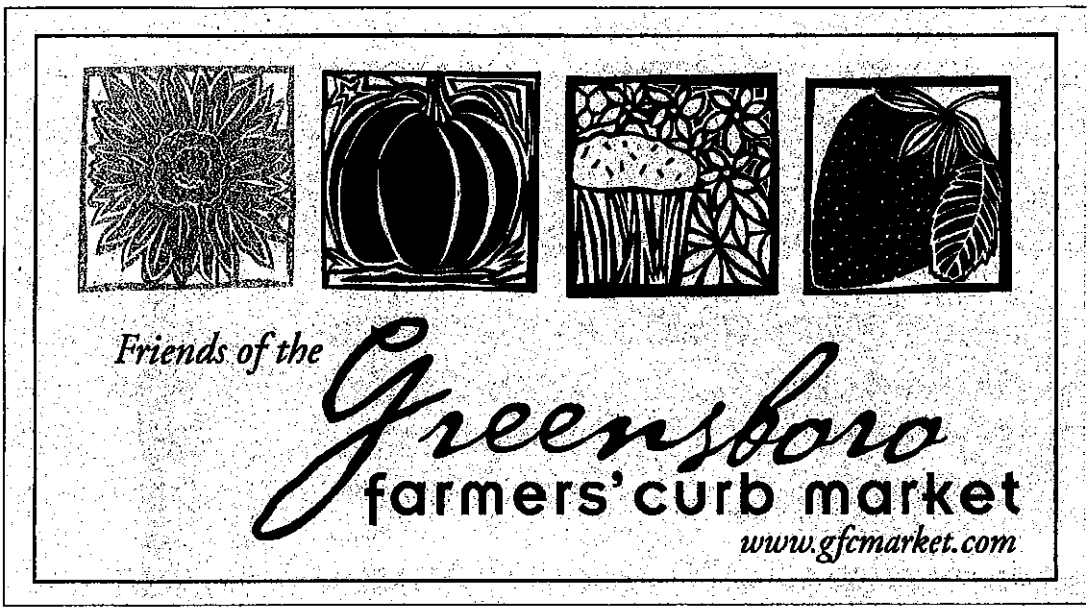
Attachment Spreadsheet of Farmer's Curb Market donation account activity
Friends of the Greensboro Farmer's Curb Market event summaries

cc: Dan Maxson, Administration Division Manager



FARMERS' APPRECIATION DAY 2009

Total from P&R deposit:	**$ 783.16**
Deposit from sales:	**730.61**
Total Deposits:	**$1543.77**
Food Costs:	**353.36**
Supplies:	**193.41**
Total Expenses:	**$565.77**
Net Profit:	**$978.00**



APPLE PANCAKES 2009

Deposit from sales:	**$216.80**
Food and Paper supplies:	**150.27**
Net Profit:	**$66.53**

Friends of the Greensboro farmers curb market
www.gfcmarket.com

STRAWBERRY DAY REPORT 5/8/10

Deposit from sales:	**$1317.00**
Food Costs:	**274.00**
Serving Supplies etc:	**190.00**
Table Rent:	**24.00**
Total Expenses:	**488.00**
Net Income:	**$829**

Friends of the Greensboro farmers curb market

www.gfcmarket.com

BLUEBERRY DAY 7/10/2010

(335 served)

Deposit from sales: $1094.00

Blueberries: 130.39

Pancake Batter: 238.50

Whipped Cream: 28.69

Paper Products and Serving Supplies: 150.87

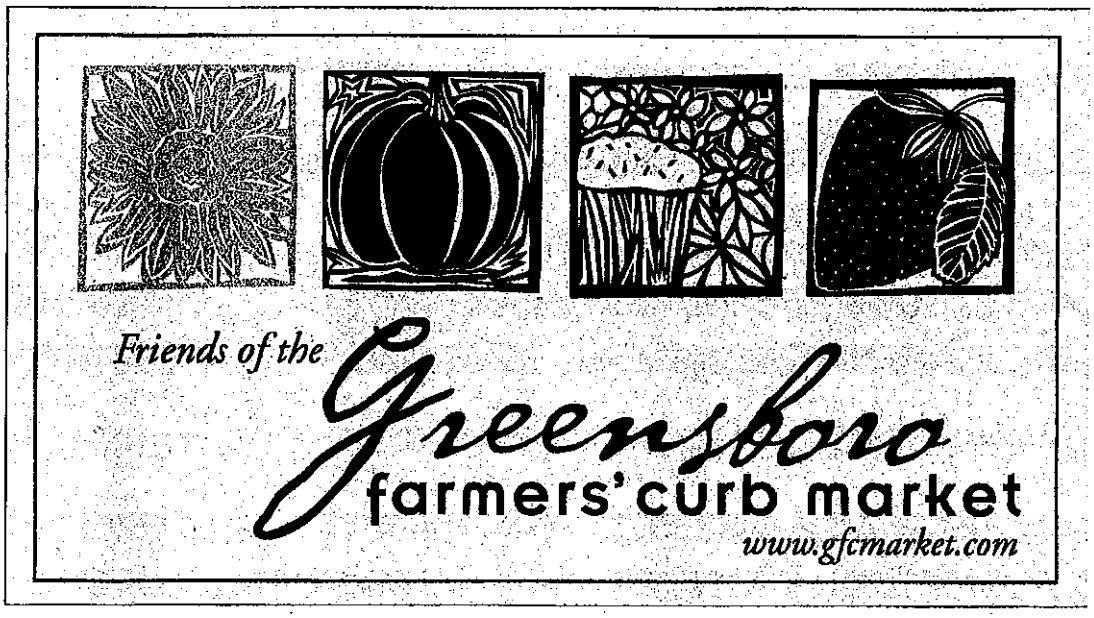
Table Rent: 24.00

Total Expenses: $572.45

Net Income: $521.55

FARMERS' APPRECIATION DAY 2010

Deposit from sales:	**$769.48**
Food costs:	**153.96**
Serving supplies:	**97.35**
Table rent:	**24.00**
Net Income:	**$494.17**



PUMPKIN PECAN PANCAKES
11/13/10

Deposit from sales (250 Plates)	**$903.00**
Pancake Batter	**115.80**
Cider	**28.42**
Whip Cream	**9.61**
Poster Printing	**20.00**
Table Rent	**24.00**
Net Profit:	**$705.17**

APPLE WALNUT PANCAKES
12/4/10

Deposit from sales (178 Plates)	**$606.00**
Pancake Batter	**107.11**
Cider	**20.31**
Butter/Syrup	**23.63**
Plates/Supplies	**51.92**
Poster Printing	**15.00**
Net Profit:	**$388.03**

***** Table rent paid ck # 1037 $24**

Department of Transportation
City of Greensboro

GREENSBORO

January 12, 2011

TO: Rashad M. Young, City Manager

FROM: Adam Fischer, PE, Director of Transportation

SUBJECT: Status of Cone-Nealtown Connector

The Cone-Nealtown connector is a proposed thoroughfare connection in East Greensboro. The primary intent of this project is to construct the first phase of the proposed Cone Boulevard Extension that will ultimately connect to the Eastern Urban Loop near Hines Chapel Road. The project would extend East Cone Boulevard from 16th Street to Nealtown Road, and extend Nealtown Road from White Street to Cone Boulevard. The Cone-Nealtown Connector will provide a much-needed street connection in east Greensboro and more convenient access to newly revived commercial development at the end of Cone Boulevard. The attached map details the connector.

The Cone-Nealtown Connector was not initially included in the list of projects to be funded through the City's 2000 Transportation Bond. In 2002, NCDOT established funding for two (2) projects that were originally included in the City's 2000 Transportation Bond (West Market Street and Bridford Parkway extension). The States' funding of these projects allowed additional projects to be added to the City's 2000 Transportation Bond package, which included the Cone-Nealtown Connector project. A feasibility study and preliminary environmental screening were completed in August 2003. As part of the feasibility study, two public meetings were conducted on February 27 and April 10, 2003 to solicit public input on the proposed project. The preferred alternative for the project recommended that Cone Boulevard be constructed as a four-lane median divided curb and gutter facility while Nealtown Road would be a three-lane curb and gutter roadway including a bridge over North Buffalo Creek. After completion of the feasibility study, the City completed final roadway/bridge design plans and environmental permitting documents in 2007.

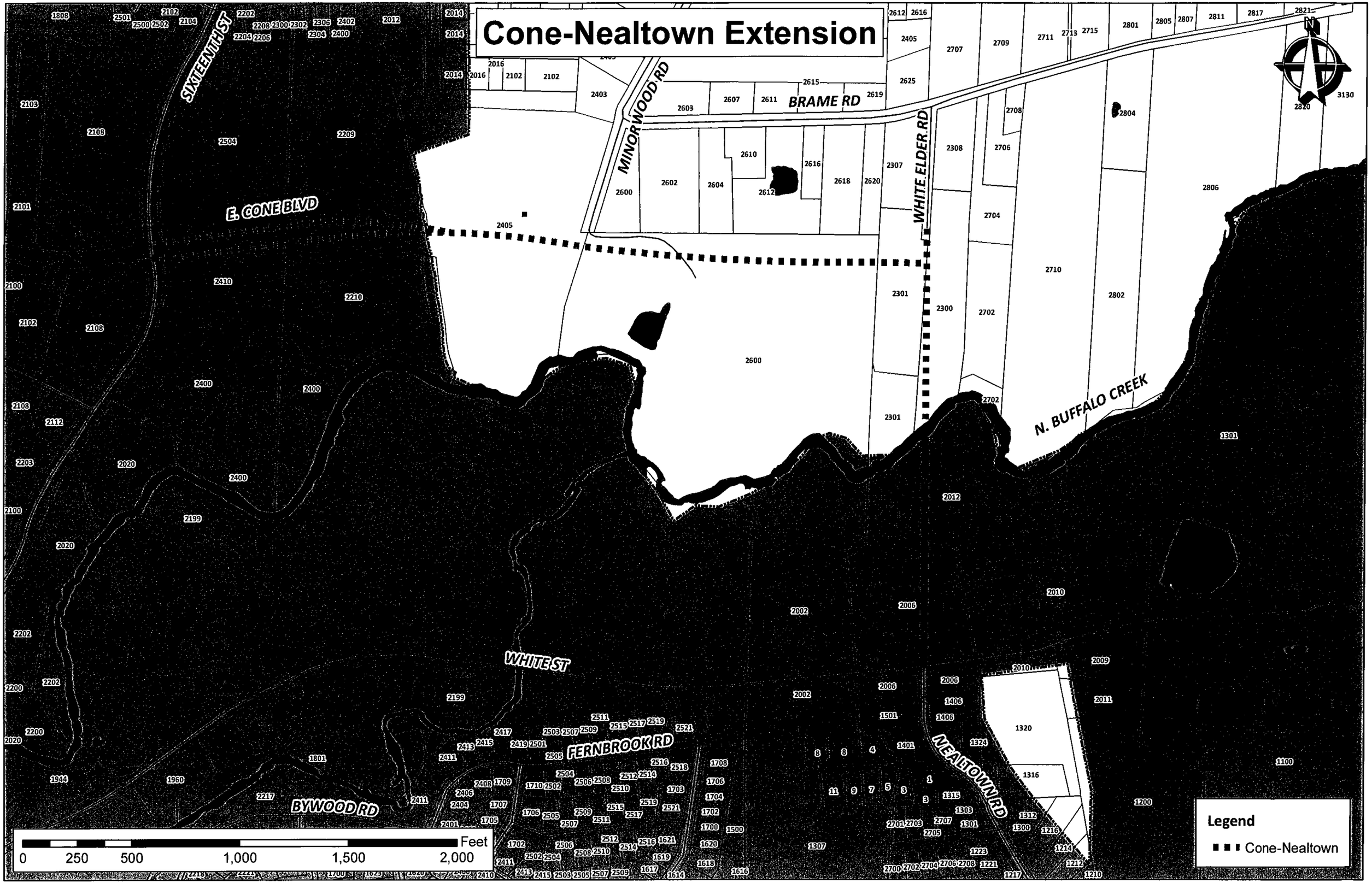
Unexpected increases in construction costs experienced by the construction industry between 2003 and 2008, exhausted available 2000 Bond funds and the Cone-Nealtown Connector was not able to be funded. However, the Cone-Nealtown Connector Project was included in the 2008 Transportation Bond referendum. The City recently began updating design plans to reflect new floodplain mapping and revising environmental permits in order to meet new water quality rules that have recently taken effect, most notably the Jordan Lake Rules. It is expected that the design plans can be revised and permits obtained such that property acquisition could begin in July 2011 and take approximately nine months to complete. The total construction cost for this project is estimated at $8.5 million. Based on the current schedule, construction could begin in the Spring 2013 with bonds that are anticipated to be issued during FY 2013-14. The construction schedule

could be advanced to the Summer 2012 assuming that the property acquisition is complete by the Spring 2012 and by either 1) reprioritizing the projects slated to be funded by the $8.25 million in bonds (out of the $35 million) scheduled to be sold in the spring 2012, 2) by issuing additional bonds in the spring 2012 for the full cost of the project or 3) a combination of the first two options. Below is list of proposed projects to be funded by the $8.25 million in Transportation Bonds.

• Merritt Drive Construction	$4.0M
• Cone/Nealtown Extension for Right of Way purchase and Design	$120K
• General Sidewalk Improvements	$1.5M
• Maintenance--Resurfacing of Streets	$500K
• High Point Road Streetscape	$800K
• Horsepen Creek Road Design	$1.0M
• Alamance Church Road Design at	$330K
Total:	**$8,25M**

AF/nls
Attachment

Cone-Nealtown Extension



HDR | ONE COMPANY *Many Solutions*℠

Technical Memo

To: Bob Morgan, Deputy City Manager	
From: Joe Readling	Project: City of Greensboro Solid Waste Planning
CC: Jeryl Covington	
Date: December 9, 2010	Job No: 06770-140994-018

RE: WASTE DISPOSAL COST MODELS

EXECUTIVE SUMMARY

Waste from the City of Greensboro (City) and Guilford County is currently hauled to the Uwharrie Regional Landfill in Montgomery County which is run by Republic Services. Randolph County, which borders Guilford County to the south, is considering reopening its formerly closed municipal solid waste (MSW) landfill. Randolph County closed its MSW landfill in the late 1990's in lieu of bringing the facility into compliance with the federal Subtitle D regulations which require environmental protection features such as liner systems. The Randolph County facility is not currently available for waste disposal; however, if Randolph County were to reopen its landfill, it might represent a viable disposal alternative for City of Greensboro and Guilford County waste since the hauling distance to the Randolph County site is about half the distance to the Republic facility.

HDR was asked to help assess the likely differences in cost of service should the City be able to contract with Randolph County in the future. For this review it was assumed that waste would be delivered either from the City's transfer station or directly from the City's collection routes. Using data provided by the City, HDR developed a base case model representing the current system and costs and three alternate models based on variations involving the potential Randolph County Landfill.

1. Model A: All waste from the City's transfer station is hauled to Randolph County; the City's transfer station remains open.
2. Model B: Waste collected by City vehicles is hauled directly to Randolph County; the City's transfer station remains open for receipt of privately collected waste that is then hauled to Randolph County.
3. Model C: Waste collected by City vehicles is hauled directly to Randolph County; the City's transfer station is decommissioned.

Based on HDR's review of the information provided, it is estimated that implementing Model A could save the City approximately one million dollars a year in reduced transportation charges. Models B and C result in an estimated increase in cost to the City of $1.7M and $1.0M, respectively. It should be noted that for Model C, which includes decommissioning of the transfer station, potential revenue that could be received by the City from either leasing or selling the facility to a private waste company was not considered in this evaluation. However, it is unlikely that a lease arrangement would yield enough revenue to offset the increased cost of direct hauling. Each of the models is attached for review.

CURRENT CONDITIONS & COST MODEL

The City of Greensboro Field Operations Department currently collects waste from residential and commercial customers and delivers it to the City of Greensboro Solid Waste Transfer Station on Burnt Poplar Road. The transfer station is owned by the City and operated by the City's Environmental Services Department. In addition to the Field Operations Department, the City of Greensboro Transfer Station receives waste from other city departments and private haulers as well as non-recyclable material from the FCR Recycling Center. Approximately 52% of the 236,909 tons of waste brought to the transfer station during fiscal year 09/10 was collected by the City; the remainder was delivered by private haulers.

Waste delivered to the transfer station is currently hauled under contract by HilCo Transport, Inc. to the Uwharrie Regional Landfill which is located in Montgomery County and operated by Republic Services.

The City's major costs associated with solid waste services include City controlled collections; transfer station operations and debt service; and contracted hauling and disposal services. HDR developed a base cost model representing the current system and a series of alternative hauling models in order to analyze the potential for reducing the City's costs.

Cost information for this analysis was provided by representatives from three City departments: Field Operations (Dale Wyrick and Tonya Williams), Environmental Services (Jeryl Covington), and Budget and Evaluation (Casey Harris). References to these sources are included below and in the cost models provided with this memo.

The values in the current cost model were developed from the following data provided by the City.

Collections Data

- The split of Field Operations Department (FO) costs (collections, transfer station tip fees and FCR) was provided by FO.

Transfer Station Data

- Tonnages from the FY 2009/2010 summary sheet were provided by the Environmental Services Department (ES) and are based on transfer station scale records.
- The current tipping fee for waste delivered to the City of Greensboro Solid Waste Transfer Station is $41 per ton with a minimum charge of $12.
- Transfer station operations costs were calculated from salaries, benefits and O&M costs exclusive of contract costs for hauling & disposal provided by ES.
- The split of transfer station revenues was estimated by HDR based on total revenue and other information provided by ES.
- The annual debt service amount for the City's transfer station was provided by the Budget & Evaluation Department.

Hauling Data

- The number of loads hauled from the transfer station to the Uwharrie Landfill last year was 10,023 as provided by ES.
- Hauling charges from HilCo are based on a roundtrip mileage rate and a fuel surcharge.
- The roundtrip distance to the Uwharrie landfill as reported by ES is 143 miles.
- HilCo's mileage rate schedule is based on the total annual tonnage hauled in conjunction with the distance the waste is hauled. The current rate for trips to Uwharrie is $1.855 per mile.

- The fuel surcharge is based on the price of diesel fuel as reported by the US Department of Energy and is adjusted monthly. The August 2010 fuel surcharge rate of 11% provided by ES was used for this analysis.

Disposal Data

- The disposal cost paid by the City for waste delivered to the Uwharrie Landfill is the actual FY 09/10 total. The disposal costs for the Randolph County Landfill models are anticipated to be equivalent to the costs incurred at the Uwharrie Landfill. The disposal costs for Models A, B and C were estimated by prorating the current cost by the percentage the tonnage changed from the current model.

CURRENT COST MODEL

In order to evaluate the City's overall net cost, HDR attempted to identify and account for the line items where the costs for one department are actually revenues for another department. For example, the Field Operations Department lists tip fees for its deliveries to the transfer station as costs; these fees show up as revenue for the Environmental Services Department. The resulting model indicates a current net cost of just over $8M as shown below.

1. Current Model
    a. Key Features
        i. All City collected waste delivered to City of Greensboro Transfer Station.
        ii. Additional waste received by transfer station from other city departments, private haulers, and FCR Recycling Center.
        iii. All transfer station waste hauled to Uwharrie Regional Landfill.
    b. Results
        i. The City's total cost to collect waste, service transfer station debt, operate the transfer station, pay HilCo for hauling, and pay Republic for disposal is about $23.5M. The total revenue received from commercial customers, private haulers and other city departments is about $15.2M. These costs and revenues include fund transfers between city departments.
        ii. Net annual cost: $8.31M
    c. Comments
        i. The net annual cost is in agreement with the analysis prepared by the Budget and Evaluation Department.

ALTERNATE COST MODELS

HDR developed three alternate cost models based on variations involving the potential Randolph County Landfill.

1. Model A: All waste from the City's transfer station is hauled to Randolph County; the City's transfer station remains open.
2. Model B: Waste collected by City vehicles is hauled directly to Randolph County; the City's transfer station remains open for receipt of privately collected waste that is then hauled to Randolph County.
3. Model C: Waste collected by City vehicles is hauled directly to Randolph County; the City's transfer station is decommissioned.

Following the format used for the base model, HDR analyzed major costs associated with the specific areas of city collections, disposal, hauling, transfer station operations and transfer station debt service and

attempted to identify and account for the line items where the costs for one department are actually revenues for another department.

The following assumptions were made in developing the alternate cost models; all models assume FY 2009/2010 conditions.

Collections Data

- Direct hauling to Randolph County will require addition of collection vehicles and staff due to the fact that the collection vehicles will spend a greater fraction of the work day commuting to and from Randolph County. City FO prepared estimates of initial startup costs and additional annual costs related to these options. Start-up expenses of $5.4M are considered a one-time expense and were not included in the cost modeling.

Transfer Station Data

- Model A assumes that the City will continue to operate the City's transfer station and receive revenue from private waste haulers, FCR, and other City departments. HilCo will haul the waste, delivered to the transfer station, to the proposed Randolph County Landfill.
- Model B assumes that City-collected residential and commercial waste will be direct-hauled to the proposed Randolph County landfill. The City will continue to operate the City's transfer station and receive revenue from private waste haulers, FCR, and other City departments. HilCo would haul only the waste delivered to the transfer station.
- Model C assumes that City-collected residential and commercial waste will be direct-hauled to the proposed Randolph County landfill and that the transfer station will be decommissioned. This model results in a reduction in service caused by closing the transfer station. Private waste haulers representing approximately half of the waste currently managed at the facility would be left to find other means of waste transportation and disposal.
- Servicing the transfer station debt is continued under all models.

Hauling Data

- For Model A, the number of loads hauled from the transfer station was assumed to remain the same at 10,023.
- The roundtrip distance to the Randolph County landfill was estimated to be 60 miles.
- Waste delivered to the transfer station would continue to be hauled by HilCo for disposal.
- Based on FY 2009/2010 tonnages and HilCo's current rate schedule, a mileage rate of $2.963 per mile was assumed for hauling to Randolph County.
- The fuel surcharge was assumed to remain at 11%.

ANALYSIS OF ALTERNATE COST MODELS

HDR used these assumptions in conjunction with existing cost information provided by the City to develop a financial model for each of the three alternatives.

1. **MODEL A:**
    a. Features:
        i. All waste from the City's transfer station is hauled to Randolph County.
        ii. The City's transfer station remains open.
    b. Key variances from current model:
        i. Round trip mileage reduced from 143 to 60.
        ii. Mileage rate increased from $1.855 to $2.963 (this is derived from HilCo's rate sheet, where per-mile costs increase as round trip mileage decreases).
    c. Results:
        i. Net annual cost: $7.8M.
        ii. Savings of approximately $1 million dollars over the current model.

2. **MODEL B:**
    a. Features:
        i. Waste collected by City vehicles is hauled directly to Randolph County.
        ii. The City's transfer station remains open for other waste streams.
    b. Key variances from current model:
        i. Increase in annual cost for collection services due to direct hauling City collected waste to Randolph County.
        ii. City collected tonnage is removed from the transfer station waste stream.
        iii. For remaining transfer station waste stream:
            1. Round trip mileage reduced from 143 to 60.
            2. Mileage rate increased from $1.855 to $2.963.
    c. Results:
        i. Net cost: $10.5M.
        ii. Increase in net cost of approximately $1.7 million over the current model.
    d. Comments:
        i. One-time start-up expenses estimated at $5.4M for fleet expansion were not included.

3. **MODEL C:**
    a. Features:
        i. Waste collected by City vehicles is hauled directly to Randolph County.
        ii. The City's transfer station is decommissioned.
    b. Key variances from current model:
        i. Elimination of transfer station operating costs.
        ii. Elimination of HilCo contract.
        iii. Increase in annual cost for collection services due to direct hauling City collected waste to Randolph County.
        iv. Reduction in tonnage being delivered to a landfill by the City.
    c. Results:
        i. Net Cost: $9.8M
        ii. Increase in net cost of approximately $1.0 million over the current model.
    d. Comments:
        i. One-time start-up expenses estimated at $5.4M for fleet expansion were not included.
        ii. Servicing of the transfer station debt is assumed to continue in this model.

CONCLUSIONS

Based on HDR's review of the information provided, should Randolph County reopen its landfill and charge the same disposal rate as Republic currently does, the City could realize a savings of approximately $1M a year in transportation cost by hauling waste from the transfer station to Randolph County (Model A) instead of Uwharrie (Current Model). This estimate is based on existing conditions and is a direct result of the hauling distance to the Randolph County being about half the distance to the Republic facility.

As demonstrated in Models B and C, direct hauling of waste by City collection vehicles to a Randolph County landfill does not appear to be economically viable. The additional cost of direct-hauling exceeds the anticipated savings even if the City were to close the transfer station completely, requiring the privately-collected tons to seek alternative transfer, hauling, and disposal services. As previously stated, Model C does not consider the potential revenue that could be obtained by leasing or selling the transfer station, which could offset some of the additional cost of direct hauling. However, it is unlikely that a lease arrangement would yield enough revenue to offset the increased cost of direct hauling.

Model	Description	Net Annual Cost	Net Impact vs. Current
Current Model	Waste delivered to transfer station, then hauled to Uwharrie Regional LF	$8.8 million	--
Alternate Model A	Waste delivered to transfer station, then hauled to Randolph County LF	$7.8 million	($1.0 million)
Alternate Model B	City collected waste hauled directly to Randolph County LF Transfer station remains open	$10.5 million	$1.7 million
Alternate Model C	City collected waste hauled directly to Randolph County LF Transfer station closed	$9.8 million	$1.0 million

ATTACHMENTS

- Cost Models (4)
- Waste Disposal Volumes (tonnages)
- HilCo 2010 Rate Fee Schedule
- Additional Resources Needed for Direct Hauling

Current Model

Transfer Station to Uwharrie Landfill

		Costs	Revenues
Collection Operations (City of Greensboro)			
63,957.93	Tons Residential [1]		
58,281.79	Tons Commercial [2]		$5,454,819
	FCR (recycling rejects) [3]	$477,741	
	Collections [4]	$7,865,450	
	Transfer Station [5]	$5,037,259	
Transfer Station Annual Debt Service [6]		$826,773	
Transfer Station Operations [7]		$1,305,872	
$41	Tip Fee [8]		
63,957.93	Tons City Residential		
58,281.79	Tons City Commercial		
122,239.72	Total City Collections [9]		$5,037,259
11,658.63	Tons FCR (recycling rejects) [10]		$477,741
100,070.23	Tons Private [11]		$4,143,241
2,940.90	Tons Other City Departments [12]		$104,181
236,909.48	Total Tons [13]		
Hauling (HILCO) [14]		$2,937,447	
143	estimated miles roundtrip [15]		
$1.855	per roundtrip mile (base rate) [16]		
11%	estimated fuel surcharge [17]		
10,023	number of tractor trailer loads per year [18]		
Landfill Disposal			
	Republic's Uwharrie LF [19]	$5,555,470	
	City of Greensboro Totals	$24,006,012	$15,217,241
	City of Greensboro Net Cost	$8,788,771	

Notes: Unless otherwise noted analysis based on results for fiscal year 2009/2010.

1 Tonnage based on lines 8 & 9 of *Waste Disposal Volumes* table dated 8/3/2010. Table Provided by Jeryl Covington, ES.

2 Tonnage based on line 10 of *Waste Disposal Volumes* table dated 8/3/2010. Revenue provided by Tonya Williams, FO.

3 Interdepartmental cost due to contract with FCR. Cost provided by Tonya Williams of Field Operations (FO)

4 Cost provided by Tonya Williams (FO) on 11/9/10.

5 Inter-departmental cost, provided by Tonya Williams on 11/9/10

6 Provided by Budget and Evaluation's Casey Harris. Sum of principal, interest and service charges; accounts 5811, 5821, and 5832

7 Costs provided by Jeryl Covington based on Environmental Service's (ES) budget only. Other department budgets may include support costs such as mechanics and management.

8 Transfer station tip fee is $41 per ton with a minimum charge of $12 (loads less than ~585 pounds)

9 Revenue based on value reported by Field Operations and not calculated. Difference presumably due to minimum charge

10 Tonnage based on line 7 of *Waste Disposal Volumes* table dated 8/3/2010. Revenue based on value reported by Field Operations and not calculated. Difference from calculation presumably due to minimum charge

11 Tonnage from 11, 12 & 13 of *Waste Disposal Volumes* table. Revenue based on value reported by Environmental Services and not calculated. Difference from calculated value presumably due to minimum charge

12 Tonnage based on lines 14, 15, 16 and 17 of *Waste Disposal Volumes* table minus 7.79 tons per ES. Revenue calculated as difference between the $9,762,422.13 total reported by Environmental Services and revenues reported by others shown on the previous three lines.

13 Based on sum of lines 7 through 17, inclusive from *Waste Disposal Volumes* table dated 8/3/2010 minus 7.79 tons in order to match the 236,909.48 ton total reported by Environmental Services.

14 Actual FY 09/10 cost as provided by Environmental Services email dated 10/14/2010. Numbers below are for reference only

15 Roundtrip distance as provided by Environmental Services email dated 10/14/201(

16 Mileage rate from HilCo's *Rate Fee Schedule* for calendar year 2010.

17 The fuel surcharge is adjusted monthly based on a DOE index. The 11% fuel surcharge used for Models A& B, was also the rate between June and September of 2010. For FY 09/10 the surcharge rate ranged from 6% to 13%.

18 Actual FY 09/10 loads as provided by Environmental Services email dated 10/14/201(

19 Actual FY 09/10 Cost as provided by Environmental Services email dated 10/14/201(

Randolph County Model A

Transfer Station to Randolph County Landfill

		Costs	Revenues
Collection Operations (City of Greensboro)			
63,957.93	Tons Residential [1]		
58,281.79	Tons Commercial [2]		$5,454,819
	FCR (recycling rejects) [3]	$477,741	
	Collections [4]	$7,865,450	
	Transfer Station [5]	$5,037,259	
Transfer Station Annual Debt Service [6]		$826,773	
Transfer Station Operations [7]		$1,305,872	
$41	Tip Fee [8]		
63,957.93	Tons City Residential		
58,281.79	Tons City Commercial		
122,239.72	Total City Collections [9]		$5,037,259
11,658.63	Tons FCR (recycling rejects) [10]		$477,741
100,070.23	Tons Private [11]		$4,143,241
2,940.90	Tons Other City Departments [12]		$104,181
236,909.48	Total Tons [13]		
Hauling (HILCO) [14]		$1,977,897	
60	estimated miles roundtrip [15]		
$2.963	per roundtrip mile (base rate) [16]		
11%	estimated fuel surcharge [17]		
10,023	number of tractor trailer loads per year [18]		
Landfill Disposal			
	Randolph Co. Landfill [19]	$5,555,470	
	City of Greensboro Totals	$23,046,462	$15,217,241
	City of Greensboro Net Cost	$7,829,221	

Notes: Unless otherwise noted analysis based on results for fiscal year 2009/2010.

1 Tonnage based on lines 8 & 9 of *Waste Disposal Volumes* table dated 8/3/2010. Table Provided by Jeryl Covington, ES.

2 Tonnage based on line 10 of *Waste Disposal Volumes* table dated 8/3/2010. Revenue provided by Tonya Williams, FO.

3 Interdepartmental cost due to contract with FCR. Cost provided by Tonya Williams of Field Operations (FO)

4 Cost provided by Tonya Williams of Field Operations (FO) on 11/9/10

5 Inter-departmental cost, provided by Tonya Williams on 11/9/10

6 Per Casey Harris. Sum of principal, interest and service charges; accounts 5811, 5821, and 5832.

7 Costs provided by Jeryl Covington based on Environmental Services' (ES) budget only. Other department budgets may include support costs such as mechanics and management.

8 Transfer station tip fee is $41 per ton with a minimum charge of $12 (loads less than ~585 pounds)

9 Revenue based on value reported by Field Operations and not calculated. Difference presumably due to minimum charge

10 Tonnage based on line 7 of *Waste Disposal Volumes* table dated 8/3/2010. Revenue based on value reported by Field Operations and not calculated. Difference from calculation presumably due to minimum charge

11 Tonnage from 11, 12 & 13 of *Waste Disposal Volumes* table. Revenue based on value reported by Environmental Services and not calculated. Difference from calculated value presumably due to minimum charge

12 Tonnage based on lines 14, 15, 16 and 17 of *Waste Disposal Volumes* table minus 7.79 tons per Environmental Services. Revenue assumed to be unchanged from Current Model.

13 Based on sum of lines 7 through 17, inclusive from *Waste Disposal Volumes* table dated 8/3/2010 minus 7.79 tons in order to match the 236,909.48 ton total reported by Environmental Services.

14 Calculated value based on tonnage times miles, mileage rate and fuel surcharge

15 Roundtrip distance calculated from 30 miles one way per Google maps

16 Mileage rate from HilCo's *Rate Fee Schedule* for calendar year 2010.

17 The fuel surcharge is adjusted monthly based on a DOE index. The 11% fuel surcharge used for this analysis, was also the rate between June and September of 2010. For FY 09/10 the surcharge rate ranged from 6% to 13%.

18 Actual FY 09/10 loads as provided by Environmental Services email dated 10/14/201(

19 Actual FY 09/10 Cost as provided by Environmental Services email dated 10/14/2010. Assumes cost will be equivalent to Uwharrie

Randolph County Model B

Direct Haul to Randolph County Landfill

		Costs	Revenues
Collection Operations (City of Greensboro)			
63,957.93	Tons Residential [1]		
58,281.79	Tons Commercial [2]		$5,454,819
	FCR (recycling rejects) [3]	$477,741	
	Current Collections [4]	$7,865,450	
	Additional Residential Garbage [5]	$1,588,000	
	Additional Residential Bulk [5]	$770,000	
	Additional CBD/Special Services [5]	$161,500	
	Additional Commercial [5]	$1,204,000	
	Startup ($5,400,000) not included [5]		
Transfer Station Annual Debt Service [6]		$826,773	
Transfer Station Operations [7]		$1,305,872	
$41	Tip Fee [8]		
-	Tons City Residential		
-	Tons City Commercial		
-	Total City Collections [9]		
11,658.63	Tons FCR (recycling rejects) [10]		$477,741
100,070.23	Tons Private [11]		$4,143,241
2,940.90	Tons Other City Departments [12]		$104,181
114,669.76	Total Tons [13]		
Hauling (HILCO) [14]		$959,052	
60	estimated miles roundtrip [15]		
$2.963	per roundtrip mile (base rate) [16]		
11%	estimated fuel surcharge [17]		
4,860	number of tractor trailer loads per year [18]		
Landfill Disposal			
	Randolph Co. Landfill [19]	$5,555,470	
	City of Greensboro Totals	$20,713,858	$10,179,982
	City of Greensboro Net Cost	$10,533,876	

Notes: Unless otherwise noted analysis based on results for fiscal year 2009/2010.

1 Tonnage based on lines 8 & 9 of *Waste Disposal Volumes* table dated 8/3/2010. Table Provided by Jeryl Covington, ES.

2 Tonnage based on line 10 of *Waste Disposal Volumes* table dated 8/3/2010. Revenue provided by Tonya Williams, FO.

3 Interdepartmental cost due to contract with FCR. Cost provided by Tonya Williams of Field Operations (FO).

4 Cost provided by Tonya Williams of Field Operations (FO) on 11/9/10.

5 Inter-departmental cost, provided by Tonya Williams.

6 Per Casey Harris. Sum of principal, interest and service charges; accounts 5811, 5821, and 5832.

7 Costs provided by Jeryl Covington based on Environmental Services' (ES) budget only. Other department budgets may include support costs such as mechanics and management. For this scenario costs are assumed to be the same as current operations.

8 Transfer station tip fee is $41 per ton with a minimum charge of $12 (loads less than ~585 pounds).

9 This waste stream assumed to be direct hauled

10 Tonnage based on line 7 of *Waste Disposal Volumes* table dated 8/3/2010. Revenue based on value reported by Field Operations and not calculated. Difference from calculation presumably due to minimum charge.

11 Tonnage from 11, 12 & 13 of *Waste Disposal Volumes* table. Revenue based on value reported by Environmental Services and not calculated. Difference from calculated value presumably due to minimum charge.

12 Tonnage based on lines 14, 15, 16 and 17 of *Waste Disposal Volumes* table minus 7.79 tons per Environmental Services. Revenue assumed to be unchanged from Current Model.

13 Total tons delivered to transfer station. Waste collected by Field Operations and FCR assumed to be direct hauled to landfill.

14 Calculated value based on tonnage times miles, mileage rate and fuel surcharge.

15 Roundtrip distance calculated from 30 miles one way per Google maps.

16 Mileage rate from HilCo's *Rate Fee Schedule* for calendar year 2010.

17 The fuel surcharge is adjusted monthly based on a DOE index. The 11% fuel surcharge used for this analysis, was also the rate between June and September of 2010. For FY 09/10 the surcharge rate ranged from 6% to 13%.

18 Loads based on current model prorated for reduced tonnages.

19 Actual FY 09/10 Cost as provided by Environmental Services email dated 10/14/2010. Assumes cost will be equivalent to Uwharrie

Randolph County Model C

Close Transfer Station & Direct Haul to Randolph Co. LF

		Costs	Revenues
Collection Operations (City of Greensboro)			
63,957.93	Tons Residential [1]		
58,281.79	Tons Commercial [2]		$5,454,819
	FCR (recycling rejects) [3]	$477,741	
	Current Collections [4]	$7,865,450	
	Additional Residential Garbage [5]	$1,588,000	
	Additional Residential Bulk [5]	$770,000	
	Additional CBD/Special Services [5]	$161,500	
	Additional Commercial [5]	$1,204,000	
	Startup ($5,400,000) not included [5]		
Transfer Station Annual Debt Service [6]		$826,773	
Transfer Station Operations [7]		$0	$0
-	Total Tons		
Hauling (HILCO) [8]		$0	
-	number of tractor trailer loads per year		
Landfill Disposal			
	Randolph Co. Landfill [9]	$2,866,492	
	City of GreensboroTotals	$15,282,215	$5,454,819
	City of Greensboro Net Cost	$9,827,396	

Notes: Unless otherwise noted analysis based on results for fiscal year 2009/2010.

1 Tonnage based on lines 8 & 9 of *Waste Disposal Volumes* table dated 8/3/2010. Table Provided by Jeryl Covington, ES.

2 Tonnage based on line 10 of *Waste Disposal Volumes* table dated 8/3/2010. Revenue provided by Tonya Williams, FO.

3 Assumes alternative to TS will allow FCR contract costs to remain the same

4 Cost provided by Tonya Williams of Field Operations (FO) on 11/9/10

5 Costs provided by Tonya Williams, Field Operations (FO)

6 Per Casey Harris. Sum of principal, interest and service charges; accounts 5811, 5821, and 5832.

7 Transfer station closed. No cost to close are included in this scenario. No provisions made for other city departments or existing contracts such as GDOT, Parks and Recreation, Water Resources or FCR. All private haulers left to find alternate solutions.

8 No hauling by HilCo required without transfer station. All City collected waste direct hauled.

9 Actual FY 09/10 Cost prorated by tonnage. Assumes cost will be equivalent to Uwharrie

WASTE DISPOSAL VOLUMES

FY 2009-2010

	DEPARTMENT	WASTE TYPE	DISPOSAL LOCATION	VOLUME (TONS)
1	FIELD OPERATIONS	YARD WASTE	COMPOST OPERATIONS	14,864.31
2	PRIVATE	YARD WASTE	COMPOST OPERATIONS	2,765.37
3	PRIVATE	C&D	LANDFILL	36,410.84
4	WATER RESOURCES	SCREENING	LANDFILL	1,293.02
5	*WATER RESOURCES	ASH	LANDFILL	6,946.93
6	WATER RESOURCES	SPECIAL PROJECTS C&D	LANDFILL	6.09
7	FCR	MSW REMOVED FROM RECYCLING	TRANSFER STATION	11,658.63
8	FIELD OPERATIONS	MSW - AUTOMATED COLLECTION	TRANSFER STATION	54,016.80
9	FIELD OPERATIONS	MSW - REAR PACKER COLLECTION	TRANSFER STATION	9,941.13
10	FIELD OPERATIONS	MSW - COMMERCIAL COLLECTION	TRANSFER STATION	58,281.79
11	PRIVATE	MSW	TRANSFER STATION	96,515.50
12	PRIVATE	CARCASSES	TRANSFER STATION	24.20
13	PRIVATE	C&D	TRANSFER STATION	3,530.53
14	TRANSPORTATION	STREET SWEEPING	TRANSFER STATION	2,738.67
15	TRANSPORTATION	CARCASSES	TRANSFER STATION	52.62
16	**TRANSPORTATION	C&D	TRANSFER STATION	157.05
17	***WATER RESOURCES	INDUSTRIAL	TRANSFER STATION	0.35
			TOTAL	**299,203.83**

*Water Resources Waste Type "Ash" was not on the original report request but it looks like this tonnage was included in the report for FY 2008-09.

**Charged to Field Operations (1791) in error.

***Water Resources Waste Type "Industrial" was not on the original report request.

Rate Fee Schedule

City of Greensboro
Greensboro, NC

Prices for MSW Transportation Services Only to Landfill as of January 1, 2010:

PRICE - TRANSPORTATION OF MSW[1] $/Mile (Round-Trip Mile)			
Annual Tonnage	50 – 100	101 – 150	151 – 200
60,000 – 100,000	3.140	1.873	1.859
100,001 – 150,000	2.963	1.855	1.859
150,001 – 200,000	2.963	1.855	1.859
200,001 – 250,000	2.963	1.855	1.859

[1] Prices are for truck miles (round-trip miles), while providing transportation services for a minimum of 1,000 tons per day of waste having an average bulk density of 300 to 400 pounds per cubic yard.

Contractor's price is based on a usable trailer capacity of 122-130 cubic yards

II. ADDITIONAL RESOURCES NEEDED – RESIDENTIAL GARBAGE *(See Randolph County Routing Data)*

RESIDENTIAL GARBAGE	CURRENT	PROPOSED	DIFFERENCE
ROUTES	16	24	+8
EQUIPMENT – SIDE LOADER	21	32	+11
EQUIPMENT COSTS (ANNUAL)	$1.260M	$1.920M	+$660K
OPERATORS – N10	21	32	+11
OPERATOR COSTS (ANNUAL)	$1.008M	$1.536M	+$528K
FUEL/RADIO COSTS (ANNUAL)	$200K	$600K	+$400K
			+$1.588M annually

III. ADDITIONAL RESOURCES NEEDED – RESIDENTIAL BULK GARBAGE

RESIDENTIAL BULK GARBAGE	CURRENT	PROPOSED	DIFFERENCE
ROUTES	4	8	+4
EQUIPMENT – REAR PACKER	6	11	+5
EQUIPMENT COSTS (ANNUAL)	$240K	$440K	+$200K
OPERATORS – N09	12	22	+10
OPERATOR COSTS (ANNUAL)	$504K	$924K	+$420K
FUEL/RADIO COSTS (ANNUAL)	$50K	$200K	+$150K
			+$770,000 annually

IV. ADDITIONAL RESOURCES NEEDED – CBD/ SPECIAL SERVICES

CBD/SPECIAL SERVICES	CURRENT	PROPOSED	DIFFERENCE
ROUTES	1	2	+1
EQUIPMENT – REAR PACKER	1	2	+1
EQUIPMENT COSTS (ANNUAL)	$40K	$80K	+$40K
OPERATORS – N09	2	4	+2
OPERATOR COSTS (ANNUAL)	$84K	$168K	+$84K
FUEL/RADIO COSTS (ANNUAL)	$12.5K	$50K	+$37.5K
			+$161,500 annually

V. ADDITIONAL RESOURCES NEEDED – COMMERCIAL GARBAGE

COMMERCIAL GARBAGE	CURRENT	PROPOSED	DIFFERENCE
ROUTES	12	18	+6
EQUIPMENT – FRONT LOADER	16	24	+8
EQUIPMENT COSTS (ANNUAL)	$1.040M	$1.560M	+$520K
OPERATORS – N10	16	24	+8
OPERATOR COSTS (ANNUAL)	$768K	$1.152M	+$384K
FUEL/RADIO COSTS (ANNUAL)	$150K	$450K	+300K
			+$1.204M annually

VI. ADDITIONAL RESOURCES NEEDED – COMBINED TOTAL: $ 3,723,500

Response to Inquiry Regarding City Benefit Programs

Question: What is the City paying in administrative fees for retirement related benefits and what is being done to help control or reduce costs for employee benefit programs?

I. Retirement related benefits administrative cost to the City are as follows:

- Local Government Employees Retirement System $0.00
- NC401(k) Plan $0.00
- 457 Deferred Compensation Plan (ICMA-RC) $0.00
- Social Security System $0.00

- LGERS is the state sponsored pension system administered by the State Treasurer's Office. While there is no administrative fee paid for the plan, employee and City contributions are legislatively mandated.

- NC401 (k) Plan is also a state sponsored plan administered by Prudential and the State Treasurer is the Plan sponsor and no administration fees are paid by the City to participate. However, the City is mandated by state statute to contribute 5% of compensation made to sworn law enforcement officers.

- 457 Deferred Compensation Plan is sponsored by the City for all employees and it is administered by ICMA-RC. There is an administrative fee that is paid to ICMA-RC by participants in the plan and not the City. This fee started at $59 per account per year in 2007 and is now down to $28 per account per year. This will be reviewed in 2013 for further reductions. The City makes a contribution to the plan for all eligible employees at 3% of compensation with firefighters eligible for an additional 2% match.

- Social Security is funded with contributions from the City and employees and there are no administrative fees paid by the City.

II. Cost containment efforts over the past 3 years

- We have negotiated a freeze on Medical Plan administrative fees through the end of 2013. This freeze will provide the City over $400k in savings over next three years.

- We implemented a Medical Plan cost saving design changes over the past 2 plan years:

- In 2008, we raised Prescription Drug co-pays from $10/$20/$30 to $10/$25/$40/$50, with savings of $51,000 annually to the City.

- We implemented another Medical Plan design change for 2011 to move the office visit co-pay from $15 and $30 for specialist to $20 and $40 for specialist; raised Emergency Room co-pay from $100 to $200; and added a $100 deductible on in-

patient medical. These changes are estimated to create savings to the City of $700k annually.

- Employees have done a wonderful job of staying in the network for their medical treatments (over 98%) which has maximized our discounts for medical services and played a major role in limiting our claims expense increase to less than 10% year over year for the past 3 years. This is below industry average.

- The Standard Life insurance provides term life insurance for City employees with the City paying the premium for basic life insurance. Standard has provided this coverage without an increase in premiums for the past 4 years even with several claim filings in the past couple of years.

- ACS, the dental plan administrator, has not increased administration fees for the second year (2011) providing an estimated annual savings of $6,500.

III. Benefit enhancements added to the program at low or no cost to the City:

- Added supplemental life insurance through the Standard at no additional cost to the City. This program offers additional life insurance for employees and dependents with the employees paying all of the reduced group rates for the additional coverage.

- Added smoking cessation classes in 2010 to assist employees in their efforts to stop smoking. This is offered as part of the Wellness program and sponsored and no cost to the City by UHC.

- Installing 3 high-tech health screening Kiosks later this year which will allow employees to monitor their health numbers and store the information online with UHC to allow tracking and providing summary feedback. This is being done at no cost to the City and is a part of the Wellness initiative. (Valued at approx. $24,000.)

- For 2011, we introduced a vision plan that offers a basic and enhanced program for employees to elect. This is at no cost to the City and will be paid for by employees. The plan has been well received with over 1,000 employees signing up out of approximately 2,900 eligible.

The information summarized above is provided to outline some of the cost saving efforts and plan design improvements that have been made to the City's direct benefit plans in an effort to address our employees' needs while attempting to minimize impact on the City's budget.

In addition to these initiatives we have also realized savings/avoided costs in more indirect benefits associated with our safety and worker's compensation program. Our Safety, Health and Workers' Compensation Division has the responsibility of creating and implementing programs to reduce occupation injuries and diseases that may arise out of working for the City. Some of division's results include:

IV. **Workers Compensation Third Party Administrator (TPA) costs. Reduced TPA cost by $110,000 by selecting a new TPA with lower administrative cost and improved claim management efficiencies.**

V. **Medical services completed 324 employment physicals at a savings of $55,200/year less than previously charged by outside resources.**

VI. **Medical Services conducted 981 drugs screens (for employment, CDL, Police and Fire), at a cost of $82,895 less than comparable outside sources.**

VII. **Brought worker's compensation examinations and return-to-work assessments in house at a savings of $68/examination. In 2010 conducted 1447 such assessments at total estimated savings of $98,396.**

Greensboro Public Library Internet Usage Statistics
9:00 am 12/01/2010 – 9:00 pm 12/31/2010

Background Information:

- Number of overall web hits – 100% of web hits for the period in question 82,835,920

- Number of hits on the porn category – (percent)
  68,688 (.08%) eight hundredths of one percent

- Number of Computer Users
  38,214

Greensboro Public Library
Library Incident Report by Category
December, 2010 Monthly Report

Incidents by Category	Central Library	Benjamin Branch	Glenwood Branch	Hemphill Branch	Kathleen Edwards Family Branch	McGirt-Horton Branch	Vance-Chavis Branch	Total no. of Incidents	Total no. of Bans
Assault	1	0	0	0	0	0	0	1	0
Alcohol	2	0	0	0	0	0	0	2	1
Communicating Threat	0	0	0	0	0	0	0	0	0
Computer Misuse	0	0	0	0	0	0	0	0	0
Customer Complaint	0	0	0	0	0	0	0	0	0
Disorderly Conduct	17	0	0	0	0	1	0	18	13
Drug Paraphernalia	0	0	0	1	0	0	0	1	0
Eating	2	0	0	0	0	0	0	2	1
Fire	0	0	0	0	0	0	0	0	0
Indecent Behavior	1	0	0	0	0	0	0	1	1
Littering	0	0	0	0	0	0	0	0	0
Loitering	0	0	0	0	0	0	0	0	0
Medical	5	0	0	0	0	0	0	5	0
Missing Person	0	0	0	0	0	0	0	0	0
Panhandling	0	0	0	0	0	0	0	0	0
Pornography	1	0	0	0	0	0	0	1	0
Potential Problem	0	0	0	0	0	0	0	0	0
Sleeping	12	0	0	0	0	0	0	12	11
Smoking	0	0	0	0	0	0	0	0	0
Theft	6	0	0	1	0	0	0	7	3
Trespassing	7	0	0	0	0	0	0	7	2
Unattended Child	0	0	0	0	0	0	0	0	0
Vandalism	4	0	0	1	0	0	0	5	1
Weapons	0	0	0	0	0	0	0	0	0
Warrant	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
Grand Total	58	0	0	3	0	1	0	62	33

Planning and Community Development Department
City of Greensboro

GREENSBORO

January 7, 2011

TO: Rashad M. Young, City Manager

FROM: Dick Hails

SUBJECT: **Pro's and Con's of Merging the Greensboro Zoning Commission and Planning Board**

Background – The City Manager announced in March 2009 that part of the creation of the merged Planning and CD Department would be to also seek more efficiency in other related areas, including the possible combining of the Zoning Commission and Planning Board. This memo lays out some of the options and considerations of combining these two City Council appointed boards.

Other Major NC Jurisdictions – All major city or city-county planning boards in NC except Greensboro have a combined Planning/Zoning appointed body, though with some differences in how they function.

Benefits of Combining (Pro's) – Some of the benefits of combining the two boards include providing board members with more background on adopted plans and other planning issues that can help them to make more informed zoning decisions. Likewise, direct involvement with zoning cases can sometimes assist in board members making better planning-related decisions. A combined board can also simplify provision of administrative support to the board, by having a single larger board, vs. two separate ones. In addition, it would make the Greensboro setup more consistent with the arrangement used by both the City of High Point and Guilford County, each of which currently operate a single planning and zoning board.

Drawbacks of Combining (Con's) – Depending on the structure for the combined board, there could be an increase in monthly time demands (vs. current demands) for each board member, which might be objectionable to some current members. However, having a single board with separate committee meetings does not automatically increase the time demands per board member (see below). Meetings could become longer and/or more frequent, depending on the volume of business items coming to the board. The combination also modifies the local tradition and practice of having zoning and planning matters heard by separate bodies.

Combined Board Structure Options –

Single board with separate standing committees and monthly meetings: Several NC city or city-county planning boards have a single board, but with half of the members assigned at each

time to either a planning or zoning committee, each with separate monthly meetings. Members of each committee are rotated between the two groups, to try and have each serve for approximately half of their term on each group, usually starting with a planning committee assignment. In this arrangement, the full board often meets quarterly or periodically to consider matters of importance to the full board. Some boards establish an executive committee to handle these functions as well.

Single board meeting as a whole with a single monthly meeting:
Several NC city or city-county planning boards meet as a single body that conducts all the work of the board. Some have two monthly meetings, where they can deal with public hearing and other matters in different meetings. There would typically be an increased monthly time demand for each board member in this arrangement.

I hope this information is helpful to you. Please let me know if I can provide further information on this topic.

DH

Cc: Andy Scott, Assistant City Manager
Sue Schwartz, Interim Planning and CD Director

Police Department
City of Greensboro

GREENSBORO

January 13, 2011

TO: Rashad M. Young, City Manager

FROM: Kenneth C. Miller, Chief of Police

SUBJECT: Priority Offender Program

To prevent crime and address neighborhood concerns, the Greensboro Police Department focuses its efforts on those crimes that have the greatest impact on the communities we serve. While addressing these crimes and community issues it has become readily apparent that repeat offenders drive much of the crime in our city. In order to address this phenomenon, the Greensboro Police Department will implement a Priority Offender Program to target the predators in our communities and prevent the continued victimization of the community.

As part of this program, the Greensboro Police Department will create a squad **from existing personnel** with the responsibility to electronically monitor the priority offenders during the pretrial release phase of their trek through the criminal justice system.

The goals of the Priority Offender Program are as follows:

- Identify those violent and repeat offenders creating the most negative impact on our communities and hold them accountable for the crimes they commit
- Enforce pre-trial release conditions placed upon the priority offenders by the judicial system through electronic monitoring
- Deter crime and reduce recidivism by the repeat offender through the use of electronic monitoring
- Reduce victimization of the community
- Enhance prosecution of the priority offender

The Greensboro Police Department will work in partnership with the Guilford County District Attorney's Office, the Guilford County Courts, and Guilford County Pre-trial Release Services in order to bring this crime prevention strategy to fruition.

The Priority Offender Program is a pilot program that will be funded through the use of federal forfeiture funds and Justice Assistance grants for up to eighteen months. The target start date is January 30, 2011. The start date is contingent upon approval of the contract for monitoring services by the Greensboro City Council at the January 18, 2011 Council Meeting.

KCM/gmr

Police Department
City of Greensboro

GREENSBORO

January 13, 2011

TO: Rashad M. Young, City Manager

FROM: Kenneth C. Miller, Chief of Police

SUBJECT: Police Partnership

The Greensboro Police Department and Greensboro Parks and Recreation have teamed with Ricky Proehl's P.O.W.E.R. of Play Foundation to bring "Tyler's Locker" to the Greensboro Community.

Tyler's Locker is a non-profit charity designed to serve the underserved youth of the Greensboro Community, desiring to provide sports equipment and participation opportunities to youth who otherwise would not have the means to participate in organized sports programs.

Tyler's Locker collects donated new and used sports equipment for distribution to underserved youth who have demonstrated a desire to participate in organized sports programs but who lack the funding and equipment to do so. Participation in these P&R programs is afforded to all youth in the Greensboro Community, however access to these programs can be difficult for youth who are impoverished or face other barriers to access.

With Ricky Proehl as the charity's spokesperson and Omega Sports as a Corporate Sponsor, Tyler's Locker will forward all collected sports equipment and monetary gifts to Greensboro's Parks and Recreation Department for inventory and distribution. The Greensboro Police Department will serve to connect to the youth of the Greensboro Community through the collection and distribution process.

Participation in organized sports has proven to develop positive character traits, self-actualization, discipline, leadership, and conflict resolution strategies in developing youth. Every young member of our community deserves the opportunity to participate in organized sports, and Tyler's Locker seeks to make access to these opportunities available to every one of them.

KCM/jw

Police Department
City of Greensboro

GREENSBORO

January 13, 2011

TO: Rashad M. Young, City Manager

FROM: Kenneth C. Miller, Chief of Police

SUBJECT: Release of Annual Crime Statistics

The Greensboro Police Department is prepared to release annual crime statistics to the media on January 19, 2011. For the period of January to December of 2010, Part 1 offenses have dropped by 11.1%. Compared to the same months in 2009 violent crime is down by 24% and property crimes declined by 9%.

Although Part 1 offenses are down for the year, arrests are up 3% and clearance rates continue to be above the National Average. Clearance rates were 7% higher than the National Average for violent crimes as well as property crimes. Most notable are the clearance rates for Aggravated Assaults (75%) and Larceny (48%).

It is difficult to attribute crime reduction to any particular action. However, there are a number of strategies that have been implemented to address crime including:

- Staffing up
- Targeting crime hot spots in a more focused way by utilizing Crime Analysis
- Working people instead of working cases
- Going to 1st appearance bond hearings
- Closer relationship with Judges and the Court System
- Working closely with Partner Agencies…ATF, US Marshalls, and other Task force Partners
- Improved Communications with the Public through Crime Stoppers, Community Forums, Community Watch, Public Service Announcements and Geographic Notifications in Hot spots

As always, I urge those who review the statistics to consider that crimes may occur in one reporting period but are solved in another. Therefore, statistics may change somewhat over time.

KCM/alh

Financial & Administrative Services
City of Greensboro

GREENSBORO

January 14, 2011

TO: Rashad M. Young, City Manager

FROM: Rick Lusk, Finance Director

SUBJECT: SETRAC Grant Funding of $200,000 Coliseum Complex Improvements, FY 10-11 thru FY 12-13

The Greensboro Coliseum has successfully been awarded three grants from the Special Events and Tourism Related Activities Committee (SETRAC) of the Greensboro Area Convention & Visitors Bureau (CVB). The grants will award the Coliseum $200,000 to fund Coliseum improvements involving the Atlantic Coast Conference Hall of Champions and the Greensboro Aquatic Center (see project details below). The conditions of the grant specify for reimbursement of the actual project expenses to be paid in installments over a three-year period beginning with the current fiscal year. This project is similar to the prior approved Schiffman's Diamond Club project that allowed the City to pay for the construction expenses related to the project from the Capital Leasing Fund small capital project account and allow the fund to be reimbursed by $211,000 of commissions collected from Schiffman's over the term of their five year agreement.

As a result of obtaining these grants for this project, the City will spend $200,000 in FY 10-11 from the Capital Leasing Fund small capital project account and will be reimbursed $103,000 in FY 10-11. The remaining balance will then be reimbursed on the following schedule:

July 2011	$48,000 (partial reimbursement for exhibits and seating)
July 2012	$49,000 (balance due on exhibits and seating)
Total	$200,000 over FY 11-13

Project Summary

Atlantic Coast Conference Hall of Champions (opening March 2011):

- $76,000 to fund exhibits; this venue will celebrate past, present, and future conference success through the design and use of sports interactive displays, unique member-school exhibits and multi-purpose program space.
- $48,000 to fund a 48" state-of-art video globe that will serve as the focal point of the entrance to the Hall of Champions.

Greensboro Aquatic Center (opening summer 2011):

- $76,000 for permanent and portable bleacher seating. The permanent bleachers will provide 1,848 fixed aluminum mezzanine level bleacher seats on top of concrete risers for spectators. The portable bleachers will be used for deck level participant seating and take the facility's overall capacity to 2,500, a bid requirement for larger meets.

If you have any questions, please do not hesitate to call me.

RL/ajf

cc: Bob Morgan, Deputy City Manager
Matt Brown, Coliseum Director

Parks and Recreation Department
City of Greensboro

GREENSBORO

January 12, 2011

TO: Denise Turner, Assistant City Manager

FROM: Greg Jackson, Director

SUBJECT: Proposed Budget Strategies for FY 2011-12

In order to proactively address the upcoming budget process, staff has proposed two strategies for better fiscal management and service delivery: purchase of recreation management software to include online registration capabilities and the privatization of Gillespie Golf Course operations. Both options would require a Request for Proposal process.

As you are aware, we currently do not offer online registration for our patrons. Staff has identified this service as a priority for our department through our Strategic Planning process. Funding would come from the operational budget with higher revenues anticipated for future years. To this end, we would like permission to move forward with a Request for Proposal to help determine an accurate cost to be considered for the FY 2011-12 budget.

In analyzing existing departmental services, staff recommends that we consider privatizing the Gillespie Golf Course operations. Even with improvements such as The First Tee of the Triad Junior Golf program and newly-renovated driving range, the facility continues to operate at a loss. We believe that by partnering with an outside agency, the golf course can operate more cost-efficiently and expand program opportunities for our residents. We would like to move forward with a Request for Proposal at this time, so that we may explore management options for the next fiscal year.

In advance, thank you for your consideration of these budget strategy requests and I look forward to discussing them further with you at your convenience.

GJ

cc: Chris Wilson, Division Manager, Parks, Gardens and Program Support
Dan Maxson, Division Manager, Administrative Services

REQUEST FOR PROPOSALS # 11-695

FOR

MUNICIPAL SOLID WASTE MANAGEMENT SERVICES

FOR

THE CITY OF GREENSBORO, NC

GREENSBORO ®

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

January 13, 2011

TABLE OF CONTENTS

SECTION 1 – INTRODUCTION AND BACKGROUND INFORMATION 1-1
1.1 Purpose of the RFP 1-1
1.2 Scope of Services Being Solicited 1-1
1.3 Schedule 1-2
1.4 Demographics 1-2
1.5 Current Solid Waste Services 1-2
1.6 Solid Waste Management Plan 1-3
1.7 Solid Waste Stream Description 1-3
1.8 Web Based Resources 1-6

SECTION 2 – TERMS AND CONDITIONS 2-1
2.1 RFP Documents 2-1
2.2 Adjustments/Changes/Deviations to the RFP 2-1
2.3 Addenda 2-1
2.4 Changes in Law Affecting Proposals 2-1
2.5 Interpretations and Inquires 2-1
2.6 Verbal Agreements 2-2
2.7 Qualification of Proposer 2-2
2.8 No Contingent Fees 2-2
2.9 Conflict of Interest 2-2
2.10 Proposer's Non-Collusion Certification 2-2
2.11 No Assignment or Transfer of Proposal 2-2
2.12 Multiple Proposals 2-3
2.13 Legal Requirements 2-3
2.14 Familiarity with Laws and Ordinances 2-3
2.15 Compliance with Occupational Safety and Health Act 2-3
2.16 Minority and Women Business Enterprise 2-3
2.17 Taxes 2-3
2.18 Privilege License 2-3
2.19 Advertising 2-4
2.20 Contractual Agreement 2-4
2.21 Facilities 2-4
2.22 Contract Modifications 2-4
2.23 Withdrawal or Revision of Proposal Prior to and After Opening 2-4
2.24 Acceptance or Rejection of Proposals 2-4
2.25 Award of Contract by City Council 2-5
2.26 Examination of the Site of the Work 2-6
2.27 No Warranty for City Data 2-6
2.28 Objections to RFP Documents 2-6
2.29 Enforcing the Contract 2-6
2.30 Cost of Proposal Preparation 2-6

2.31 Public Records 2-6
2.32 Subcontractors 2-7
2.33 Drug-Free Workplace 2-7
2.34 Insurance 2-7
2.35 Term of Contract 2-7
2.36 Performance Bond 2-7

SECTION 3 – PROPOSAL PREPARATION INSTRUCTIONS 3-1
3.1 Draft Contract Principles 3-1
3.2 Receipt and Opening of Proposals 3-1
3.3 Pre-proposal Conference 3-2
3.4 Preparation of Proposals 3-2
3.5 Authorization to Bind Submitter of Proposal 3-3
3.6 Proposal Format 3-3
3.7 Proposal Description 3-4
3.8 RFP Dates 3-8
3.9 Proposal Options 3-8

SECTION 4 – QUALIFICATION FORMS 4-1
4.1 Introduction 4-1

SECTION 5 – PRICE FORMS 5-1
5.1 Introduction 5-1

SECTION 6 - EVALUATION OF PROPOSALS 6-1
6.1 Evaluation Process 6-1
6.2 Evaluation Criteria 6-1

SECTION 7 – CONTRACT PRINCIPLES 7-1
7.1 General 7-1
7.2 Contractor Performance Requirement 7-2
7.3 City Delivery Commitment 7-2
7.4 City Payment Obligations 7-3
7.5 Permitting 7-3
7.6 Design Requirements 7-3
7.7 Construction Requirements 7-3
7.8 Operations and Maintenance Requirements 7-3
7.9 Capital Modifications 7-4
7.10 Events of Defaults, Termination Rights and Remedies 7-4
7.11 Dispute Resolution 7-5
7.12 Required Insurance 7-5
7.13 Uncontrollable Circumstances 7-6
7.14 Indemnification by the Contractor 7-6
7.15 Waiver of Impossibility of Performance 7-6
7.16 End of Term Rights and Responsibilities 7-6
7.17 Actions of the City in its Governmental Capacity, and Reservation of Rights 7-7

7.18 Responsibility for Taxes 7-7
7.19 Revenue Sharing 7-7
7.20 As-Is Risk 7-7
7.21 Subcontractors 7-7
7.22 Assignment 7-7
7.23 Amendment 7-7
7.24 Independent Contractor 7-7
7.25 Equal Employment Opportunity 7-8
7.26 Right to Inspect 7-8
7.27 Severability 7-8
7.28 Public Records 7-8
7.29 Drug-Free Workplace 7-8
7.30 Conflict of Interest 7-9

This page intentionally left blank.

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 in working with the City of Greensboro (City) on the continued development of a long-term sustainable municipal solid waste management program that will address management of the City's waste in an environmentally sound, economically viable and socially acceptable manner. The City Council has expressed the need for due diligence in understanding the options available and the best approach to leverage the City's assets with minimal impact to surrounding communities.

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

To reach the goals identified above, the City Council will entertain proposals from the private sector which will enhance the City's current Solid Waste Management Program. **The service area (region from which waste will be received) is limited to waste generated from within Guilford County.** The proposals must provide for a Master Plan outlining the project approach which addresses the following components.

- Transition from the current contract for out-of-county waste disposal. The current contracts for hauling and disposal expire in 2011 and the Contractor should address the proposed transition to new services. Respondents may also offer services related to processing of recyclables. The City's current contract for recyclables processing expires in 2013.
- Utilization of the City's current properties or assets, including those at the White Street Landfill, the City's transfer station, or other City assets while minimizing impacts to the surrounding community. Specifically, the Contractor should address any major concerns that may impact the quality of life for the area citizens including issues such as an increase in traffic and the potential for increased odors or noise emanating from the proposed facility. In addition to the mitigation of these concerns, the Contractor should address any incentives proposed for the surrounding area including any infrastructure improvements, job creation, or other economic incentives. Additionally, the Contractor should address proposed methods for communicating with the surrounding community before and during operation of the facility to ensure issues and concerns are managed in a timely and successful manner.
- Long term diversion of waste from landfilling to recycling and/or conversion technologies.
- Schedule for implementation.

- Cost proposal, including service fees to be paid by the City, and any lease payments, host fees, revenue sharing, or other financial incentives offered by the Contractor.

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

▪ City Council Review of Draft RFP	1/4/2011
▪ City Council Approval/Issuance of RFP	1/18/2011
▪ Mandatory Pre-Proposal Conference	2/2/2011
▪ Contractors Deadline to Submit Questions	2/9/2011
▪ City Issuance of Written Response to Questions	2/22/2011
▪ Proposal Submission Deadline	3/8/2011
▪ Preliminary Evaluation Report to City Council	3/15/2011
▪ Contractor Interviews by City Council	3/22/2011
▪ Final Evaluation Report to City Council	4/19/2011
▪ City Council Work Session and Deliberation	4/26/2011
▪ Contract Negotiations Completed	5/31/2011
▪ City Council Approves Agreement	6/7/2011
▪ Contract Initiation	7/1/2011

1.4 Demographics

The City of Greensboro is located in Guilford County in the Piedmont Triad region of North Carolina, mid-way between Washington D.C. and Atlanta. The City covers an area of approximately 132 square miles with a population of approximately 260,000; 55 percent of the County's total population.

1.5 Current Solid Waste Services

The City provides residential and commercial collection services to the community; however, no restrictive collection or disposal franchises are in place with any of the private solid waste management companies operating within the municipal corporate limits or the surrounding community.

The City collects household refuse, white goods, and yard waste on a weekly basis from residential customers. Residential recycling services and bulky materials collection (i.e., bedding, furniture, carpeting, etc.) are provided on an alternating weekly schedule. The City currently contracts with a private recycling company for the processing and marketing of recyclable materials. During fiscal year 2008-2009, approximately 28,800 tons of recyclable materials were processed by this facility. This recyclables processing contract will expire in March 2013. Private waste management service providers additionally serve within and outside the City of Greensboro's jurisdictional boundaries. The private waste service providers may discharge

their collected waste at either public or private disposal facilities within or outside the Guilford County jurisdictional boundaries. Currently, the municipality manages its municipal solid waste through a transfer station (N.C. Permit No. 4120T). The transfer station is owned and operated by City forces. The City contracts for transportation and disposal services with private entities. These private contracts will expire in 2011. Municipally collected waste is received and processed through the solid waste transfer station. During fiscal year 2009-2010, approximately 123,200 tons of the total 236,900 tons of material processed through the municipal solid waste transfer station was collected by municipal forces. This total processed volume was a mixture of construction and demolition waste as well as household garbage.

The City additionally maintains two active permits for the City-owned and operated White Street Landfill. The White Street Landfill facility is comprised of approximately 1,000± acres of historical and currently utilized disposal areas and open space. N.C. Permit No. 4103 governs the construction and demolition debris (C&D) landfill and the compost site, and N.C. Permit No. 4112 governs the lined MSW landfill. While the permit for the MSW landfill remains active, the City has been utilizing the transfer station for out of county disposal of MSW since 2006. The City's disposal facility currently accepts construction and demolition waste (per 15A NCAC 13B.0542), yard waste, and waste from the City wastewater treatment operations. During fiscal year 2009-2010, approximately 46,900 tons of construction and demolition waste, 17,600 tons of yard waste, and 6,900 tons of wastewater refuse (primarily sludge) was managed at the landfill.

1.6 Solid Waste Management Plan

The City of Greensboro, by resolution, is part of the Guilford County 10-year Comprehensive Solid Waste Management (SWM) Plan. The most recent three year update, as required under General Statue 130A-309.09 A (b), was adopted by City Council April 7, 2009, and completed June 2009. The 2009 update covers the planning period from July 1, 2009 through June 30, 2019. As part of the plan, the City has committed to an annual landfill waste disposal goal of 1.35 tons per capita by fiscal year 2018-19. To meet this goal the City, as defined in the plan, will continue the programs currently in-place including the transport and disposal of MSW in an out-of-county landfill. Any modifications under the current plan update will require a revision to the plan and an adoption resolution by the City Council with a submittal of the revised plan to the Department of Environment and Natural Resources, Division of Waste Management.

1.7 Solid Waste Stream Description

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

Table 1-1
Guilford County, North Carolina
Total MSW Managed[3]

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

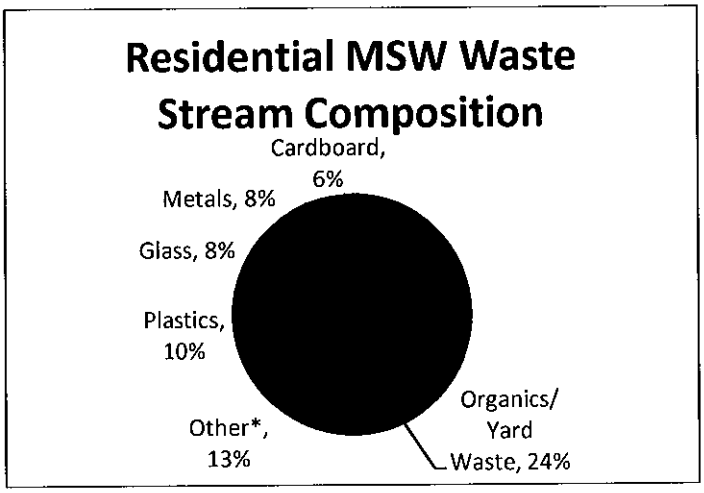
Table 1-1
Guilford County, North Carolina
Total MSW Managed[3]

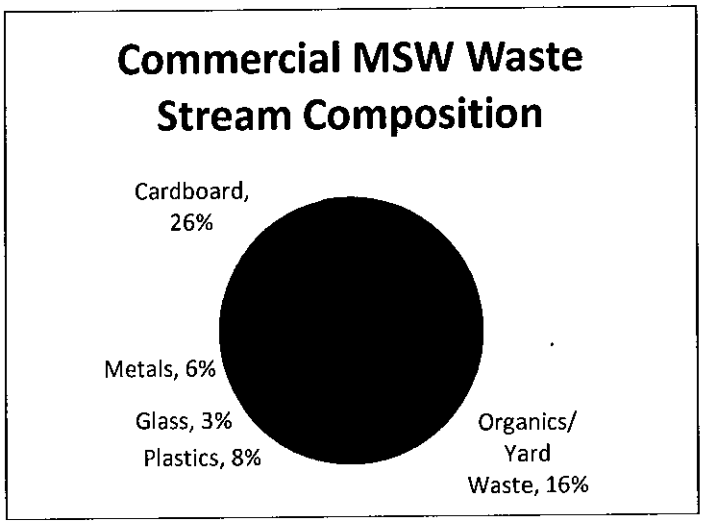
2002-2003	428,643	538,715	170,866	70,384
2003-2004	431,606	491,060	168,165	65,600
2004-2005	434,949	441,231	205,035	79,332
2005-2006	442,355	476,040	227,566	81,819
2006-2007	451,087	531,626	169,834	79,145
2007-2008	460,784	491,268	138,381	91,449

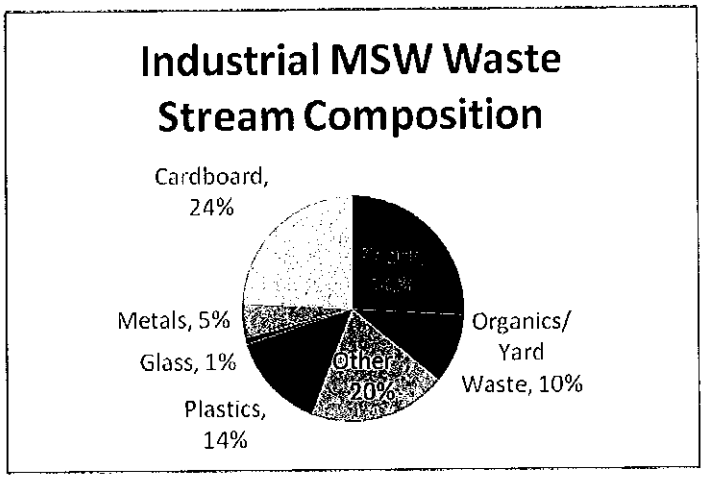
1. Population projections taken from NC State Demographics, Projected Annual County Population Totals.
2. Includes residential, commercial, and industrial.
3. Historical data taken from North Carolina Solid Waste Management Annual Reports and DENR's County Waste Disposal Reports.
4. Tons diverted include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

In FY 2008-09, a total of 654,240 tons of waste was landfilled from Guilford County including154,514 tons of C&D and 499,726 tons of MSW. A total of approximately 240,000 tons of this waste was processed through the City's transfer station with approximately 60 percent being collected by City forces.

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







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

Table 1-2
Guilford County, North Carolina
Future MSW Tonnage Projections

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

Table 1-2
Guilford County, North Carolina
Future MSW Tonnage Projections

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

1.8 Web Based Resources

The City of Greensboro has compiled certain documents related to the City's waste management program and facilities. These files are located at http://www.greensboro-nc.gov/departments/environmental/ at the link titled "Request for Proposals". These documents are provided for informational purposes only and are not to be relied upon as a representation of complete or current records.

SECTION 2 – TERMS AND CONDITIONS

2.1 RFP Documents

These RFP documents constitute the complete set of proposal specifications and forms. All forms and documents must be executed and submitted in sealed envelopes as provided in Section 3 of this RFP entitled PROPOSAL PREPARATION INSTRUCTIONS. Proposals not submitted on the prescribed proposal forms shall be rejected. By submitting a proposal, the proposer agrees to be subject to all terms and conditions specified herein including but not limited to the requirements in the draft Contract Principles attached hereto as Section 7. No exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the proposer.

2.2 Adjustments/Changes/Deviations to the RFP

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

2.3 Addenda

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

2.4 Changes in Law Affecting Proposals

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

2.5 Interpretations and Inquires

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

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, and received by the City no later than seven (7) days following the mandatory pre-proposal conference. Written inquiries should be delivered by hand, mail or e-mail and addressed to:

Ron Goodwin
Purchasing Manager
City of Greensboro
P.O. Box 3136
Greensboro, NC 27402-3136 (if by mail)
Purchasing Department
300 West Washington Street
Greensboro, NC 27401 (if hand delivered)
E-mail: Ron.Goodwin@greensboro-nc.gov

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP documents and will be furnished by the City to all proposers who attend the mandatory pre-proposal conference. Only those interpretations of, or changes to, the RFP documents that are made in writing and furnished to the proposers by the City may be relied upon.

2.6 Verbal Agreements

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

2.7 Qualification of Proposer

The proposer must describe the company and staff qualifications as they relate to successfully operating similar solid waste facilities as those proposed. Proposer must complete the qualification forms included in Section 4 of these RFP documents.

2.8 No Contingent Fees

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

2.9 Conflict of Interest

Refer to Section 7, Contract Principles.

2.10 Proposer's Non-Collusion Certification

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

2.11 No Assignment or Transfer of Proposal

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

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

2.12 Multiple Proposals

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a proposer is involved in more than one proposal for the same work will be cause for rejection of all proposals in which such proposers are believed to be involved.

2.13 Legal Requirements

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

2.14 Familiarity with Laws and Ordinances

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

2.15 Compliance with Occupational Safety and Health Act

By submitting a proposal, proposer certifies that all material, equipment, etc. contained in their proposal meets all O.S.H.A. requirements. Proposer further certifies that if it is the successful proposer, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirements, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the proposer.

2.16 Minority and Women Business Enterprise

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

2.17 Taxes

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

2.18 Privilege License

All contractors working for the City shall be in compliance with the City of Greensboro Business Privilege License requirements. Award of Contract will be contingent upon receipt of a copy of the license. Privilege licenses are renewable each July 1 throughout the duration of the contract. For information and the cost of the Business Privilege License, contact the City of Greensboro Financial Services Division.

2.19 Advertising

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

2.20 Contractual Agreement

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

2.21 Facilities

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

2.22 Contract Modifications

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

2.23 Withdrawal or Revision of Proposal Prior to and After Opening

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

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

2.24 Acceptance or Rejection of Proposals

The City reserves the following rights and options:

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

- enter into negotiations with any proposer, or multiple proposers, or the City's existing contractor for services;
- to reject all proposals without cause; and
- to issue subsequent requests for new proposals.

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

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

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

2.25 Award of Contract by City Council

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

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

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

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

2.26 Examination of the Site of the Work

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

2.27 No Warranty for City Data

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

2.28 Objections to RFP Documents

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

2.29 Enforcing the Contract

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

2.30 Cost of Proposal Preparation

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

2.31 Public Records

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

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

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

2.32 Subcontractors

Proposers must identify any subcontractors that will be used to provide the services requested in this RFP. Subcontractor contracts must meet the requirements of the draft Contract Principles included in Section 5 of this RFP.

2.33 Drug-Free Workplace

Refer to Section 7, Contract Principles.

2.34 Insurance

Refer to Section 7, Contract Principles.

2.35 Term of Contract

Refer to Section 7, Contract Principles.

2.36 Performance Bond

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

This page intentionally left blank.

SECTION 3 – PROPOSAL PREPARATION INSTRUCTIONS

3.1 Draft Contract Principles

Section 7 includes draft Contract Principles for the services to be provided by Contractor submitting a proposal in response to this RFP. The draft Contract Principles contain the terms and conditions that shall govern the Contractor if the City Council decides to award a Contract. The City will 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 waste management services, per the draft Contract Principles located in Section 7 of this RFP. **Sealed proposals will be received until 3:00 p.m., EST, on Tuesday, March 8, 2011, 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 comer: "RFP for MSW 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:

Ron Goodwin
Purchasing Manager
City of Greensboro
P.O. Box 3136
Greensboro, NC 27402-3136 (if by mail)
Purchasing Department
300 West Washington Street
Greensboro, N.C. 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.

Proposals will be accepted in person from the United States Postal Service, UPS, FedEx, or private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic

transmission, or facsimile transmission. Proposals may be withdrawn prior to the above scheduled time set for opening of proposals. No proposer may withdraw a proposal after the above scheduled time for opening the proposals. Any proposal received after the date and hour specified will be rejected and returned unopened to the proposer.

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

3.3 Pre-proposal Conference

A MANDATORY PRE-PROPOSAL CONFERENCE will be held on Wednesday, February 2, 2011 at 2:00 p.m., EST, at the White Street Landfill, located at 2503 White Street, Greensboro, N.C.

Failure of a proposer to be present for the entire mandatory pre-proposal conference, beginning at the time stated above and concluding at the dismissal of the mandatory pre-proposal conference by the City, shall render a proposer to be deemed non-responsive and their proposal shall not be considered for award. Decisions of the City shall be final.

At the pre-proposal conference, representatives of the City will be available to answer questions and explain the intent of this RFP. Questions about, or requested modifications to, the RFP documents which have been submitted in writing and received by the City prior to the pre-proposal conference will be addressed. To the extent possible, the City will also consider other questions or concerns that may be raised at that time. After the pre-proposal conference, the City will prepare written documentation to answer questions which were addressed at the pre-proposal conference that relate to interpretation of, or changes to, the RFP documents which the City deems appropriate for clarification. The documentation will be divided into two (2) areas;

- Items which only require clarification, interpretation or explanation.
- Items which require an addition, deletion, or change to the proposal documents. Answers to items in this category will be accompanied by the appropriate amended portion of the RFP document.

Proposers are again cautioned that only interpretations of, or changes to, the RFP documents received from the City in writing may be relied upon.

3.4 Preparation of Proposals

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

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

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

Proposals by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed

and attested by the corporate secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

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

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

3.5 Authorization to Bind Submitter of Proposal

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

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

3.6 Proposal Format

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

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

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

Table 3-1 Proposal Format	
Chapter 1	Letter of Intent
Chapter 2	Proposer's Statement of Organization
Chapter 3	Staffing
Chapter 4	Experience
Chapter 5	Master Plan/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

3.7 Proposal Description

Chapter 1 - Letter of Intent

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

Chapter 2 - Proposer's Statement of Organization

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

Chapter 3 - Staffing

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

Chapter 4 - Experience

The proposer must demonstrate experience in providing the services required by the Contract for a community with a population comparable to the population of the City. The proposer must have a minimum of three (3) awarded and serviced (but not necessarily completed) comparable projects. Proposers shall provide a record

using Qualification Form 3, which is provided in Section 4 of this RFP, for all (but not more than 5) of the most recently awarded and serviced (but not necessarily completed) comparable projects in the last five (5) years. This record must show the agency's name and address, a description of the project including tonnage type and quantities processed, the dates of service, the cost of work in dollars, and the primary contact person and phone number.

Chapter 5 - Master Plan/Approach

To reach the goals identified above, the City Council will entertain proposals from the private sector which will enhance the City's current Solid Waste Management Program. The service area (region from which waste will be received) is limited to waste generated from within Guilford County. The proposals must provide for a Master Plan outlining the project approach which addresses the following components:

- Transition from the current contract for out-of-county waste disposal. The current contracts for hauling and disposal expire in 2011 and the Contractor should address the proposed transition to new services. Respondents may also offer services related to processing of recyclables. The City's current contract for recyclables processing expires in 2013.
- Utilization of the City's current properties or assets, including those at the White Street Landfill, the City's transfer station, or other City assets while minimizing impacts to the surrounding community. Specifically, the Contractor should address any major concerns that may impact the quality of life for the area citizens including issues such as an increase in traffic and the potential for increased odors or noise emanating from the proposed facility. In addition to the mitigation of these concerns, Contractor should address any incentives proposed for the surrounding area including any infrastructure improvements, job creation, or other economic incentives. Additionally, Contractor should address proposed methods for communicating with the surrounding community before and during operation of the facility to ensure issues and concerns are managed in a timely and successful manner.
- Long term diversion of waste from landfilling to recycling and/or conversion technologies.
- Schedule for implementation.
- Cost proposal, including service fees to be paid by the City, and any lease payments, host fees, revenue sharing, or other financial incentives offered by the Contractor.

Chapter 6 - Financial Stability and Statement

Proposers shall demonstrate financial stability. Proposers must provide a statement of the proposer's financial stability, including information as to current or prior bankruptcy proceedings. Proposals shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided must include, at a minimum, a balance sheet, an income statement and a statement of cash flows.

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

Chapter 7 – Financing Plan

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

Chapter 8 - Implementation Schedule

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

Chapter 9 - Customer Service Procedures

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

Chapter 10 - Litigation History

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

Chapter 11 - Bonding Company Commitment

In accordance with the requirements in the draft Contract Principles, proposers shall provide an irrevocable letter of commitment from a state of North Carolina licensed bonding company to provide a Performance Surety Bond for services as proposed. The irrevocable letter of commitment must specifically refer to the Contract, and accept the requirements and conditions of the Surety Bond set forth therein, as well as the Performance Bond Form exactly as written provided as Qualification Form 4 in Section 4 of this RFP, including the dollar size of the Performance Bond as stipulated in Section 7, Contract Principles. Surety Bonds shall be issued by approved bonding companies, 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, guarantee the performance of the Contract, and serve as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Qualification Form 4 in Section 4 of this RFP provides a sample Performance Bond form and shall be executed by the winning proposer prior to Contract initiation.

Chapter 12 - Insurance Requirement

Each proposer must provide proof of its ability to obtain insurance complying with the requirements specified in the draft Contract Principles located in Section 7 of this RFP.

Chapter 13 - Criminal Convictions/ Environmental Violations

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

Chapter 14 - Proposer's Non-Collusion Certification

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

Chapter 15 - Independence Affidavit

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

Chapter 16 - Drug-Free Workplace Certification

Proposer shall certify that it has implemented a drug-free workplace program. Refer to Section 7, Contract Principles. .

Chapter 17 - Addenda

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

Chapter 18 - Certification to Accuracy of Proposal

Proposer shall certify and attest, by executing Qualification Form 8 of Section 4 of these RFP documents, that all forms, affidavits and documents related thereto that the proposer has enclosed in the 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.

Chapter 19 - Cost for Service

Proposers must complete Price Forms 1 and 2, which are provided in Section 5 of this RFP.

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

3.8 RFP Dates

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

3.9 Proposal Options

The City understands that proposers may want to provide more than one option or alternative as part of their master plan for management of the City's waste. Proposers offering multiple alternatives must conform to the proposal format and must complete all appropriate proposal forms so that offered alternatives can be evaluated separately and comprehensively. Alternatives that lack detailed explanation or are otherwise incomplete will not be considered.

SECTION 4– QUALIFICATION FORMS

4.1 Introduction

Proposers are required to complete the qualification forms included in this section of the RFP. 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 and in compliance with the instructions contained herein.

This page intentionally left blank.

QUALIFICATION FORM 1

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

_____

Principal Business Address:

_____

_____

_____

2. Principal Contact Person(s) and Phone Numbers:

_____

_____

_____

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

_____

_____

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign on behalf of proposer. Provide proof of the ability of the individuals so named to legally bind the proposer.

Name	Address	Title
1.		
2.		
3.		

If a corporation, in what state incorporated: _____

Date Incorporated: _____
Month Day Year

If a Joint Venture or Partnership, date of agreement: _____

Federal Employer Identification Number: _____

5. List all firms participating in this project (including the prime contractor, subcontractors, operators, major equipment suppliers, etc., if any):

Name	Address	Phone
1.		
2.		
3.		
4.		

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

STAFFING

Attach an organization chart(s) for staffing of proposed Services. Please note that the Contract Principles in Section 7 of this RFP contain minimum requirements for the Contractor's personnel.

The organization chart must show staffing by position, number of staff per position, and organizational relationship of positions. Also attach a narrative description of the duties and responsibilities of each staff position and the qualifications required for each position. If any staff person(s) is to be used in more than one program, this should be indicated. For each member of the professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the proposer.

A. Name & Title

B. Assignment on City's Project

C. Name of Employer

D. Years Experience with:

   This Company

   Other Similar Companies

E. Education:

   Degree(s)

   Year/Specialization

F. Summary of Professional Training and Experience

G. Professional References (List a minimum of 3)

H. Other Relevant Experience and Qualifications

This page intentionally left blank.

QUALIFICATION FORM 3

EXPERIENCE

The Proposed 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.

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

EXPERIENCE

(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

EXPERIENCE

(CONTINUED)

5. Name of Agency: _____

Address: _____

_____

Phone Number: _____

Principal Contact Person(s): _____

_____

Year Contract Initiated: _____

Cost of Work ($): _____

Project Description:

This page intentionally left blank.

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 OBLIGAITON 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:

_____

(Proprietorship or Partnership)

Printed Name _____

_____

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

BY _____ (SEAL)

Printed Name _____

TITLE _____

(Owner, Partner, Office held in

corporation, joint venture)

QUALIFICATION FORM 4

PERFORMANCE BOND FORM

(CONTINUED)

ATTEST: (Corporation)

BY _____

Printed Name _____

TITLE _____

(Corporation Secretary or

Assistant Secretary Only)

(Corporate Seal of Principal)

_____

Surety (Name of Surety Company)

WITNESS:

_____

BY _____

Printed Name _____

TITLE Attorney in Fact

(Corporate Seal of Surety)

COUNTERSIGNED:

_____

N.C. Licensed Resident Agent

(Address of Attorney in Fact)

_____

This page intentionally left blank.

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 collision 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: _____

This page intentionally left blank.

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.

_____ Date: _____
Proposer's Signature

This page intentionally left blank.

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.

This page intentionally left blank.

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: SOLID WASTE MANAGEMENT SERVICES

RFP NUMBER.: NO.

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: Rhonda Broder-Dunlevy
Assistant Manager - Purchasing
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: _____

This page intentionally left blank.

SECTION 5– PRICE FORMS

5.1 Introduction

Proposers are required to complete the forms included in this section of the RFP. 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 and in compliance with the instructions contained herein.

This page intentionally left blank.

PRICE FORM 1
SERVICE FEE

The service fee components are presented in the following forms. The fixed, variable and pass-through components are included for the City's mixed municipal solid waste delivered to the facility. All costs below are based on initial year of operations (_____through _____).

City Delivered Annual Tonnage	Fixed Component	Variable Component	Pass-through Component	Total Per Incineration
0 – 60,000	$ _____/ton	$ _____/ton	$ _____/ton	$ _____/ton
60,001 – 150,000	$ _____/ton	$ _____/ton	$ _____/ton	$ _____/ton
150,001 – 250,000	$ _____/ton	$ _____/ton	$ _____/ton	$ _____/ton
250,001 and greater	$ _____/ton	$ _____/ton	$ _____/ton	$ _____/ton

Contractor's preferred adjustment method for the variable component

- Frequency _____
- Index _____
- Percentage of Preferred Index _____

This page intentionally left blank.

PRICE FORM 2

OTHER FINANCIAL INCENTIVES

Lease Payment:

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

If lease payment is conditional (tied to tonnage rates, escalators, etc.) describe:

Host Fee:

If contractor proposes to use a host fee structure, describe the proposed terms below, including information such as fee(s) offered and tonnage categories:

PRICE FORM 2

OTHER FINANCIAL INCENTIVES

(CONTINUED)

Revenue Sharing:

If contractor proposes to use revenue sharing as a means of payment or reimbursement to the City, describe the proposed terms below, including the basis of the revenue sharing, percentage split, anticipated date of initial payment, estimated escalation over time, and other conditions.

Other proposed financial Incentives, investments, or payments:

Describe all other proposed financial Incentives, investments, or payments offered by the contractor that contractor believes are material and should be considered in the City's evaluation, including items such as up front cash payments, investment in infrastructure roads, community improvements, etc.

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.
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 eliminate from further consideration Proposals which:

- are not in keeping with the City's solid waste management philosophy as stated in its RFP;
- propose cost fees considered insufficient or excessive in the City's opinion;
- 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 four-step process which will include review of the information requested in Section 3 as well as the Qualification and Price Forms. Evaluations within each step will be made and then the four preliminary evaluations will be grouped for a final evaluation. Selection of a Contractor will not be based solely on low price but on the total evaluation process.

Step 1 – Each proposal will be reviewed and assessed for completeness. An inventory of required information will be made for each proposal as well as a summary of the Contractor's project approach, proposed terms, and financial offerings. Incomplete data may adversely affect the evaluation. Severely incomplete data will result in the proposal not being evaluated further.

Step 2 – 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. Additionally, the Contractor's project approach and overall master plan for waste management will be evaluated in greater detail.

Step 3 – A life-cycle cost calculation will be made based upon the costs and revenue guarantees made in the proposal. Annual costs will be calculated based on a cost per ton times anticipated tons. Revenue guarantees will also be included in the calculations of annual costs. The costs and revenues will be evaluated over the proposed contract term. Identification of major omissions and inconsistencies will adversely affect the proposal evaluation. The costs will be evaluated under base conditions and under sensitivity and risk analysis which will vary selected input data and assumptions used in the base case.

Step 4 – 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.

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.

- Qualifications: Relevant company qualifications and experience developing, constructing and operating solid waste management facilities similar to those proposed. Proposal thoroughness in addressing designated services, staff responsibilities, local resources, litigation history and environmental compliance.
- Financial Strength: Adequacy of Contractor's financial status and stability, and proposed financing plan.
- Technical: Thoroughness of proposal in presenting technical information.
- Environmental: Level of potential environmental impacts and addressing of sustainability potential.
- Master Plan/Approach: Thoroughness of the approach, including level to which it aligns with City goals and objectives. Clarity with which Contractor articulates issues of concern and means to minimize community impacts.
- Project Schedule: Adequacy of project schedule to understand the detailed steps and timeline of the project including the reasonableness of time to implement project.
- Cost Proposal: Contractor's submitted rates and costs (fixed component, variable component, and pass-through component), as well as revenue sharing potential, lease payments, host fees, or other financial incentives, if offered. This also includes life cycle costs and projected revenue assumptions.

SECTION 7 – CONTRACT PRINCIPLES

The following contract principles will serve as the basis for contract negotiations between the City and the selected Contractor. The Contract will require the usual warranties by the Contractor that it is validly existing and in good standing, that it has the authority to enter into and perform the agreement, and that there is no litigation pending or threatened which would materially adversely affect this transaction.

7.1 General

- Service Recipient: City of Greensboro, NC (City)
- Service Provider: To be determined (Contractor)
- Scope of Services: As set forth in the Contractors Performance Requirements.
- Security for Performance: The Contractor shall provide at its expense, and maintain during the entire term of the agreement and for a period of one year after the termination of the agreement, a Performance Bond in the amount of $5M payable to the City for the faithful performance of the agreement by the Contractor. The Performance Bond shall remain in effect to fully indemnify and save harmless the City from all costs and damages, which the City may suffer by reason of an act of omission of Contractor in its performance of the agreement.
- Surety: The Contractor shall be responsible throughout the term of the agreement for monitoring the financial condition of any surety company issuing bonds under the agreement and for making inquiries no less than annually to confirm that the surety company maintains at least the minimum rating level specified in the agreement. In the event the rating of the surety company falls below the minimum level required, the Contractor shall promptly notify the City of such event and shall promptly furnish or arrange for the furnishing of a substitute or an additional bond of a surety company whose rating and other qualifications satisfy all requirements, unless the City agrees to an alternative method of assurance.

  The City may consider other forms of security such as a letter of credit or escrow fund.
- Contract Term: The City intends any contract to be awarded to last a minimum term of fifteen (15) years and a maximum term of thirty (30) years. Proposers shall state the number of years they would like the term of the initial contract to be.
- Grant of a Public Utility Franchise pursuant to N.C.G.S. 160A, Article 16, Part 1: Contractor is hereby granted for itself and its successors and assignees, subject to the terms and conditions of this franchise, the right, privilege, and authority to construct, operate, and maintain, a Solid Waste Management System to manage and dispose of the municipal solid waste in compliance with all federal, state, and local laws, statutes, ordinances and regulations within the limits of the City of Greensboro as defined by N.C.G.S. 160A, Article 16, Part 1, and subject to the terms of this franchise agreement. Contractor shall provide a modern, timely, and reliable Solid Waste Management Plan to the residents and institutions of the City in accordance with this franchise. Services to residents and institutions will be uniformly available, except for experimental or pilot projects.

- Incorporation of the Solid Wastes Ordinance: All terms, conditions, and provisions of Chapter 25 of the Greensboro Code of Ordinances shall be deemed to be embodied in this franchise, and the express terms of Chapter 25 of the Greensboro Code of Ordinances shall prevail over conflicting or inconsistent provisions of this franchise.
- Precedence of Contract Documents: Notwithstanding any language, condition, or limitation in Contractor's proposal, the parties understand and agree that in the event of a conflict between the City's RFP and Contractor's proposal, this Agreement will control and be determinative. In the event that this Agreement does not specifically resolve this conflict, the City's RFP will control and be determinative. The manner and method by which Contractor performs its job duties and responsibilities under this Agreement shall meet or exceed the standards set forth in this RFP, notwithstanding anything else to the contrary submitted by Contractor in its proposal.
- Franchise Exclusive or Non-Exclusive: Whether this franchise will be exclusive or non-exclusive will depend upon the proposal(s) selected by the City.

7.2 Contractor Performance Requirement

- Scope of Services: Dependent upon selected Contractor.
- Receiving Guarantee: The Contractor shall receive and dispose/process all acceptable waste delivered to the facility. Failure of the Contractor to receive and dispose/process of all such waste shall require the Contractor to pay the City any costs resulting from the inability of the Contractor to accept such waste.
- Compaction guarantee: If landfilled, the Contractor shall achieve an annual average in-place density of landfilled waste at least equal to 1,200 lbs/cubic yard. If the Contractor fails to meet the compaction guarantee, the City may assess damages per ton of acceptable waste that could have been placed in the landfill.
- Applicable Law: The Contractor shall comply with all requirements of applicable law including all permit conditions and shall pay all fines and costs associated with the Contractor's failure to comply with applicable law, and shall make all operational and capital modifications necessary to achieve compliance.
- No Nuisance: The Contractor shall not create nuisance conditions including odor, noise, vector, litter, traffic or any other. Upon failure of the Contractor to comply with this requirement, the Contractor shall make all operational and capital modifications necessary to achieve compliance.

7.3 City Delivery Commitment

The City will deliver or cause to be delivered at least 100,000 tons of acceptable waste per year. Notwithstanding the foregoing, in the event the City delivers less than 100,000 tons of acceptable waste in a year, the Contractor expressly acknowledges that the Contractor shall have no rights or remedies against the City. The City makes no guarantees or commitments with respect to the nature or characteristics of the acceptable waste which will be delivered to the Contractor's facility. The City will direct haulers with whom it has control, to continue to deliver all acceptable waste they collect and transport to the Contractor's facility (except source separated recyclable materials).

7.4 City Payment Obligations

To be determined based on selected Contractor's proposal.

7.5 Permitting

Contractor is responsible for obtaining, maintaining, modifying and renewing all permits required for the design, construction and operation of the facility. The City will remain the permit holder for City owned properties or assets. The Contractor shall be the permit holder for any properties or assets not owned by the City. All permit submittals are subject to City approval. The Contractor shall be responsible for all reporting, fines, fees and costs associated with any permits. The Contractor shall assume the risk of delay, non-issuance and the imposition of unanticipated conditions with respect to all permits and governmental approvals.

7.6 Design Requirements

The Contractor shall design all new facilities and facility modifications in accordance with acceptable standards meeting all local, state and federal regulations. The City shall have the right to review and comment upon all design documents and the Contractor shall discuss any such comments with the City. The Contractor shall have sole design responsibility and liability.

7.7 Construction Requirements

The Contractor shall have exclusive responsibility for all construction means, methods, techniques, sequences and costs. The Contractor shall perform all construction work in accordance with acceptable standards meeting all local, state and federal regulations. The City shall have the right to observe and inspect all construction work.

7.8 Operations and Maintenance Requirements

- Minimum Requirements: The Contractor shall maintain the facility in good working order, condition and repair, and shall maintain the aesthetic quality as originally constructed.
- Maintenance: Contractor shall provide or make provisions for all labor, materials, supplies, equipment, spare parts, consumables and services which are necessary for the normal and ordinary maintenance or the facility and shall conduct predictive, preventive and corrective maintenance in accordance with good industry practice.
- Records, Logs and Reports: Contractor shall keep maintenance records in accordance with the operating permit and the requirements of applicable law. The Contractor shall maintain records and logs and provide the City monthly reports concerning the tonnages received, recycled or processed, landfilled, environmental credits generated and sold, regulatory notices received, audited financial statements, and other reasonably requested information.
- Staffing: Contractor has sole authority and responsibility to employ, discharge, and otherwise control its employees and has complete and sole responsibility as a principal for its agents, all subcontractors and all other persons and entities that the Contractor or any subcontractor hires to perform or assist in performing any services or obligations. The Contractor shall maintain a minimum staffing level as agreed to by the parties and shall not staff its operations below the minimum level without the written approval of the City.

- Facility Manager: Contractor shall appoint a full-time manager of the facility who shall be trained, experienced and proficient in the management and operation of comparable facilities to that proposed by the Contractor. The facility manager's sole employment responsibility shall be managing the Contractor's performance of the proposed facility. The facility manager's primary residence shall be within Guilford County. The City will be notified in writing prior to any change in the position of facility manager.
- Professional Standards: The Contractor shall comply with cooperative, courteous and professional standards in its dealing with the City, customers (including haulers), and the general public.
- Receiving Hours: The Contractor shall describe proposed waste receiving hours. Minimum hours for waste receiving shall be 7 AM until 5 PM Monday through Friday and 8AM until noon on Saturday.
- City and Visitor Access: Designated City personnel shall have access to the facility at any time, provided they follow the safety procedures established by the Contractor. Other City representatives and visitors shall have access to the facility only when accompanied by Contractor personnel which shall be made available upon reasonable notice.
- Hazardous Wastes or Substances: Contractor shall be solely responsible for the proper treatment and/or disposal of any hazardous waste or substances that are inadvertently delivered to the facility.

7.9 Capital Modifications

The agreement shall include mechanisms to address capital modifications to any City-owned facilities during the operating period. All capital modifications shall be implemented in accordance with applicable law and subject to City approval.

7.10 Events of Defaults, Termination Rights and Remedies

- Contractor Default: The City may declare the agreement terminated without opportunity for cure following an event of default by the Contractor including: failure to obtain and maintain required security; abandonment of the facility; insolvency, voluntary or involuntary bankruptcy. The City may declare the agreement terminated after notice and opportunity to cure following an event of default by the Contractor including failure or refusal to pay any amount required to be paid to the City; or failure or refusal to perform any material obligation under the agreement.
- City Default: The Contractor may declare the agreement terminated after notice and opportunity to cure following an event of default by the City including failure or refusal to pay an undisputed amount required to be paid to the Contractor; or failure to perform any other material obligation under the agreement.
- Convenience Termination: The City shall have the right at any time following the commencement of facility operations, exercisable in its sole discretion, for its convenience and without cause, to terminate the agreement upon 180 days' written notice to the Contractor. If the City exercises its right to terminate the agreement, the City shall pay the Contractor an amount equal to 100% of the substantiated costs incurred directly by the Contractor, which are directly related to the performance of its obligations under the agreement.

- Termination for Non-Appropriation: In the event that the funds are unavailable or not appropriated for the City's obligations under the agreement, the agreement shall terminate without penalty to the City, thirty days after the City provides written notice to the Contractor. The City may only send such notice as: an emergency fiscal measure during a substantial fiscal crisis; or, because of a change, by state or federal legislative or regulatory action, in City's statutory authority which has adversely affected the City's authority to continue its funding for solid waste disposal purposes.
- Interest: Interest shall accrue on any amounts over 30 days past due at the legal rate of 1% per month until paid.
- Liquidated Damages for Default: Upon a default by the Contractor, the City shall be entitled to the entire balance of the performance bond or letter of credit existing at that time as liquidated damages.

7.11 Dispute Resolution

- Forum for Dispute Resolution: All legal proceedings related to the agreement, the facility, or to any rights between the parties arising there from shall be solely and exclusively initiated and maintained in courts located in Guilford County, North Carolina.
- Governing Law: The validity, construction and effect of the agreement and any extensions and/or modifications shall be governed by the laws of the state of North Carolina.
- Non-Binding Mediation: Either party may request non-binding mediation of any dispute arising under the agreement prior to the initiation of any civil action in accordance with the City's mediation policy. The non-requesting party may decline such a request in its sole discretion.

7.12 Required Insurance

Contractor must maintain insurance policies at all times throughout the term of the contract with minimum limits as follows:

Coverage	**Minimum Limits**
Workers' Compensation	Statutory Limits
Employers' Liability	$ 500,000
General Liability	$5,000,000 per occurrence /$10,000,000 aggregate
Automobile Liability	$1,000,000
Professional Liability (E & O)	$5,000,000 per occurrence/$10,000,000 aggregate
Pollution & Environmental Liability	$5,000,000 per occurrence/$10,000,000 aggregate
Property Damage	$5,000,000 per occurrence/$10,000,000 aggregate

The Contractor 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.

The City shall be named 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.

7.13 Uncontrollable Circumstances

In the case of a force majeure, defined as an act of God, hurricane, tornado, epidemic, landslide, lightning, earthquake, fire or explosion not caused by the fault of Contractor or the City, flood or similar occurrence, and act of public enemy, war, blockade, insurrection, riot or civil disturbance, sabotage or similar occurrence, the City and Contractor shall develop a plan for correcting the problem and negotiate any terms and conditions necessary to bring the Solid Waste Management System to full operation as soon as possible.

7.14 Indemnification by the Contractor

The Contractor 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 Contractor to perform its obligations under the agreement; the negligence or willful misconduct of the Contractor or any of its officers, directors, employees, representatives, agents or subcontractors in connection with the agreement; Contractor fault; or, the performance of the Contractor's obligations under the agreement. The Contractor's indemnity obligations shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events.

7.15 Waiver of Impossibility of Performance

The Contractor waives its rights to assert the defenses of impracticability and impossibility of performance against any claim by the City regarding the failure to comply with its obligations under the agreement, even though such performance and operation may involve technological or market breakthroughs or overcoming facts, events or circumstances which may be different from those assumed by the Contractor in entering into the agreement.

7.16 End of Term Rights and Responsibilities

Upon the expiration or termination of the agreement, title to any facilities constructed on City property shall transfer to the City lien free, and the City will have the right to purchase any equipment including any rights or licenses associated with the use thereof, if an agreed upon price can be negotiated.

7.17 Actions of the City in its Governmental Capacity, and Reservation of Rights

Nothing in the agreement shall be interpreted as limiting the rights and obligations of the City under applicable law in its governmental or regulatory capacity including police power actions to protect health, safety and welfare or to protect the environment. The City retains all issuance and approval rights it has under applicable law with respect to any governmental approval required with respect to the facility, the design work or the operations services, and none of such rights shall be deemed to be waived, modified, or amended as a consequence of the execution of the agreement. The City shall not be deemed to be in breach of or in default as a result of any delay or failure in the issuance or approval of any such governmental approval.

7.18 Responsibility for Taxes

The Contractor shall, during the term of the agreement, pay all taxes that may be levied upon or assessed against the facilities constructed and owned by the Contractor.

7.19 Revenue Sharing

To be determined based upon selected Contractor's proposal.

7.20 As-Is Risk

The Contractor assumes the risk of the adequacy and sufficiency of the design of the facilities and the existing as-is condition of the facilities as such design or condition may affect the ability of the Contractor to comply with applicable law, meet its performance requirements and other obligations under the agreement.

7.21 Subcontractors

The Contractor may not use subcontractors other than pre-approved subcontractors without the City's consent. In no event shall any subcontract be awarded to any person debarred, suspended or disqualified from local, state or federal contracting for any services similar in scope of services contemplated herein.

7.22 Assignment

Any assignment of rights and interests, by either party, will require written consent from the other party.

7.23 Amendment

This Agreement may be amended by mutual consent in writing.

7.24 Independent Contractor

Contractor 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 this Agreement. Contractor's employees shall not be considered employees of the City, and Contractor shall be solely responsible for all matters relating to the payment of employee taxes and insurance contributions. Contractor shall be fully responsible for its acts and those of its employees during the term of this Agreement. Nothing in this Agreement shall be construed as creating a partnership, agency, joint venture, or other similar relationship with the City, and Contractor shall conduct all its work in its own name and not in the name of or as agent for the City.

7.25 Equal Employment Opportunity

Contractor agrees that in the performance of the services in this Agreement, it will not discriminate in its hiring, employment, and contracting practices with reference to age, sex race, color, religion, national origin, handicap or disability. Contractor shall fully comply with all applicable local, state, and federal laws.

7.26 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 Contractor for the purpose of ensuring compliance with the terms of this Agreement for the current fiscal year plus five years.

7.27 Severability

If any section, subsection, sentence, clause, phrase, or portion of this Agreement 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 this Agreement, except as provided for in Chapter 25 of the Greensboro Code of Ordinance.

7.28 Public Records

This Agreement 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. Contractor 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. Contractor 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 Contractor of any public records request for the information or materials Contractor has marked as CONFIDENTIAL, and if Contractor objects to the City disclosing any of the records responsive to the request, Contractor 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 Contractor 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 Contractor objected. Contractor 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 Contractor's objection to the release of these records. Contractor 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 Contractor's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

7.29 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.

7.30 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.