



**Uptown Commercial Solid Waste Franchise  
Collection**

**Request for Proposal**

**RFP # 22-23-46**

**Pre-Submittal Meeting Date: July 11, 2023 @  
9:00 am**

**Proposal Due Date: July 19, 2023 @ 5:00 pm**

**Contact Person: Delbert Bryant**

**Title: Sanitation Manager**

**Phone Number: (252) 329-4337**

**Email Address: [dbryant@greenvillenc.gov](mailto:dbryant@greenvillenc.gov)**

## Uptown Commercial Solid Waste Franchise Collection

Date: June 14, 2023

Subject: Uptown Commercial Solid Waste Franchise Collection

Contact: Delbert Bryant

The City of Greenville is now accepting proposals for a Vendor to have the exclusive right to collect commercial solid waste from the City's Uptown district. The requirements for submitting a Proposal are stated in the attached Request for Proposal (the "RFP").

Sealed proposals endorsed for commercial solid waste collection to be furnished to the City of Greenville (the "City") will be received by the Public Works Department at 1500 Beatty Street, Greenville, NC, until 5:00 pm Eastern time on Wednesday, July 19, 2023. Proposals can also be submitted electronically until 5:00 pm Eastern time on Wednesday, July 19, 2023 using this link:

[https://www.dropbox.com/sh/97d8gywva47j1n/AAD2rsR-6\\_z4T7GqG4QNXNysa?dl=0](https://www.dropbox.com/sh/97d8gywva47j1n/AAD2rsR-6_z4T7GqG4QNXNysa?dl=0)

The City reserves the right to reject any or all proposals.

This RFP outlines a description of the services sought and the required documents interested firms submit must in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

**Request for Proposals  
Attention: Delbert Bryant  
[Name of Company Submitting Proposal]  
Uptown Commercial Solid Waste Franchise Collection  
RFP# 22-23-46**

Proposals are limited to twelve (12) pages (not inclusive of the cover letter or appendices) and shall be typed on 8 ½"x11" sheets, single spaced, one sided. Proposals containing more than twelve (12) pages will not be considered.

**Proposals submitted after this deadline or to any location other than that listed above will not be considered. Firms submitting fewer copies than required will not be considered.**

Written questions concerning this RFP may be submitted in writing to Delbert Bryant by email only at [dbryant@greenvillenc.gov](mailto:dbryant@greenvillenc.gov). Please insert **RFP# 22-23-46** in the subject line.

## Uptown Commercial Solid Waste Franchise Collection

Respondents may attend an optional pre-submittal meeting via Microsoft Teams on Tuesday, July 11, at 9:00 am Eastern time. The meeting may be accessed through [this link](#) or through the following Meeting ID and Passcode:

Meeting ID: 225 612 747 851

Passcode: KRUxmR

## **SECTION ONE**

### **GENERAL INSTRUCTIONS**

**1. READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.

**2. LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

**3. ACCEPTANCE AND REJECTION:** The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.

**4. WITHDRAWAL OF PROPOSAL:** No proposal may be changed or withdrawn after the time of the proposal due date. Any modifications or withdrawals requested before this time shall be acceptable only when such a request is made in writing to the Financial Services Manager.

**5. CONFLICT OF INTEREST:** Each proposer shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

**6. LOCAL PREFERENCE:** The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information, please see the City of Greenville's webpage at [www.greenvillenc.gov/financialservices/purchasingdivision](http://www.greenvillenc.gov/financialservices/purchasingdivision)

**7. TAXES:** Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

**8. CITY RIGHTS AND OPTIONS:** The City, at its sole discretion, reserves the following rights:

- To supplement, amend, substitute, or otherwise modify this RFP at any time.
- To cancel this RFP with or without the substitution of another RFP.
- To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the City.
- To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions.

## Uptown Commercial Solid Waste Franchise Collection

- To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Responses submitted.
- To negotiate a contract with a Service Provider based on the information provided in response to this RFP.

**9. PUBLIC RECORDS:** Any material submitted in response to this RFP will become a “public record.” 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.

**10. ACCURACY OF RFP AND RELATED DOCUMENTS:** Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative.

**11. EXPENSE OF SUBMITTAL PREPARATION:** The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

**12. PROPOSAL BINDING:** This proposal is binding for a period of [ninety (90) days].

## **SECTION TWO**

### **PROPOSAL**

#### **1. Introduction**

The City of Greenville Government is seeking one (1) franchise hauler to collect refuse and recyclables from commercial locations within the city's Uptown neighborhood. The Uptown neighborhood consists of a twenty square block area bounded by East 1st Street to the north, Pitt Street to the west, Reade Street to the east, and Reade Circle and the East Carolina University (ECU) campus to the south. A map of the District is included as Attachment B.

Services required shall include regular collection services for both waste and recyclables, along with the provision of superior customer service. A comprehensive list of required services can be found in the section "Scope of Work".

#### **2. Background**

The City of Greenville in Pitt County, North Carolina, has a total population of 88,728 as of the United States Census Bureau's 2021 Population Estimates Program. It is also a commercial hub for the region, hosting many of the region's largest employers and many shopping and dining options. The City is also home to ECU, which has a student body of nearly 30,000.

Greenville's Uptown district is the commercial and recreational heart of the city. The area is largely dedicated to shopping, dining, and night life, includes approximately 45 bars and restaurants, 97 commercial businesses, and 53 offices. Numerous community events are also held in or near the district, such as block parties and ECU football games, drawing crowds. The following table summarizes the types of businesses and other entities in the Uptown area. Counts are approximate, based on available City data.

**Table 1: Estimated Count of Uptown Entities by Category**

<b>Type of Entity</b>	<b>Count</b>
Commercial Business	97
Office	53
Restaurant/Bar	45
Public Building	17
Vacant/Developing Property	6
University Building	6
Undetermined/Misc.	5
<b>Total</b>	<b>229</b>

## Uptown Commercial Solid Waste Franchise Collection

Currently, Uptown businesses are responsible for arranging their own trash and recycling collection service with a private waste collection provider, with most receiving collection services once per week. The following table shows the estimated count of containers currently collected by private collectors in Uptown.

**Table 2: Estimated Current Containers by Type**

Type of Container	Count
Solid Waste Dumpsters	48
Solid Waste Carts	11
Corrugated Cardboard Dumpsters	73
Recycling Carts	40
<b>Total</b>	<b>172</b>

These private services have limited collections on weekends currently, when the bulk of the activity in Uptown occurs, although some collections are made on Saturday mornings. Additionally, there are a number of large events hosted in or near the Uptown area each year which result in significant waste generation.

These large events, along with the lack of collection on weekends, contribute to issues of litter and cleanliness in the Uptown area. Additionally, businesses report unauthorized use of shared dumpsters, which causes overflow and sanitation issues. The purpose of the franchise agreement is to ensure consistency in collections at a frequency that meets the area's needs and to establish clear expectations regarding site cleanliness responsibilities on the part of the selected contractor.

### **3. DESCRIPTION OF SERVICES**

The Vendor is responsible for meeting the following performance expectations.

#### ***a) Collections***

The Vendor shall be responsible for offering waste and recycling collections services at least four (4) days a week for carts, and waste collection on Mondays, Thursday, Fridays, and Saturdays for shared dumpsters and a shared compactor. The vendor will be responsible for providing and servicing a compactor at Roses Lot, located at 323 Evans Street. Compactor waste should be collected at least weekly and waste and recycling dumpsters at least twice a week. The Vendor shall provide and maintain the shared dumpsters and compactor, as discussed in the "Other Service Expectations" section below. The following table lists the location of each shared lot, as well as expectations for the number and type of receptacles that the Vendor will maintain, and the frequency of collection.

## Uptown Commercial Solid Waste Franchise Collection

**Table 3: Collection Frequency by Lot and Receptacle Type**

Lot Name	Location	Receptacle Type	Number	Current Collection Frequency	Vendor Collection Frequency
Hodges Lot	Reade Circle	Trash Dumpsters	4	4x/Week	4x/Week
		Recycling Dumpsters	1	2x/Week	2x/Week
Merchants Lot	405 S. Washington St.	Trash Dumpsters	2	1-2x/Week	2x/Week
Roses Lot	323 Evans St.	Trash Dumpsters	2	1x/Week	1x/Week
		Recycling Dumpsters	1	1x/Week	1x/Week
		Compactors	1	No compactor currently	1x/Week
<b>Total</b>			<b>11</b>		

Additionally, the Vendor may be required to provide dumpster collection at up to 10 additional sites per year to accommodate growth and changes in the Uptown area, as well as special events that generate significant waste.

The Vendor shall also be responsible for notifying any customers of missed collections, as well as for collecting the missed waste within 24 hours of the missed collection. Any spillage or excess refuse that accumulates as a result of the missed collection shall be the Vendor's responsibility to clean up.

Finally, the collector should offer optional large/irregular item collection on an on-call basis for no additional fee.

### ***b) Other Service Expectations***

The Vendor is responsible for providing 65-gallon carts, 96-gallon carts, 2-yard dumpsters, 4-yard dumpsters, 6-yard dumpsters, and 8-yard dumpsters to customers in the Uptown area upon request, as well as for maintaining the carts and replacing as needed to keep them in good condition. The vendor will also supply and maintain the dumpsters and compactor.

The Vendor shall also clean the three public dumpster sites upon complaint or upon observation of waste or spillage. If the Vendor receives a complaint from the public about the cleanliness of a lot before 12:00 pm, Monday through Saturday, they must address the issue the same day. If the Vendor receives a complaint after 12:00 pm or on a Sunday, the issue must be addressed the next business day. The Vendor shall be responsible for cleaning up any spills generated during the process of collection and collecting any waste that has accumulated outside the dumpster area.



**c) *Billing***

The Vendor will bill the City directly on a monthly basis for collections services based on the fee schedule detailed as part of the proposal. The City will bill Uptown waste customers for this service as part of their monthly water/electric utility bill.

The fees assessed to the City should include the cost of regular collections as well as additional collections related to special events. Bulk item collections should be billed directly to the requesting customer.

**d) *Vehicle Standards***

The Vendor shall supply an annual inventory to the City of all vehicles used for Uptown collections, including vehicle make, model, and year.

All vehicles used for collections shall be maintained in a clean and sanitary manner and positively represent both the collection service and the City. All vehicles shall be maintained according to the standards recommended by the manufacturer and should be replaced periodically as needed when reliable operations cannot be maintained.

Each vehicle shall be equipped with the following:

- Appropriate safety markings and warning lights in accordance with applicable laws and ordinance
- Back up alarms
- An Automated Vehicle Locator allowed the location of the vehicle to be tracked
- A spill kit

**e) *Staff Expectations***

All staff furnished by the Vendor should have the training, certifications, and knowledge to do their jobs effectively. All staff are expected to behave professionally at all times, including being courteous, refraining from inappropriate language, and adhering to established policies and procedures.

Collections staff are expected to maintain a professional appearance at all times and maintain safety standards. They should endeavor to minimize noise and avoid damage to public and private property whenever possible. They should not trespass on private property or solicit tips, gifts, or favors.

**f) *Performance Standards***

The franchise agreement will provide that the City may assess damages to the Vendor regarding performance for items such as missed collections, customer service response, reporting, vehicle maintenance, spill cleanup, and other such performance as required under the agreement. Damage amounts and final list of standards to be determined once the Vendor has been selected.

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The Vendor shall also prepare and furnish monthly performance reports to the City that include the following data:

- Number of customer contacts by type (calls, emails, etc.)
- Number of customer complaints by type
- Number of tons of waste and recyclables collected by container type
- Number of tons of waste diverted from landfill
- Number of spills
- Number of missed collections

### ***g) Performance Bond***

Before commencing work, the Vendor shall furnish the City with a performance bond equal to the estimated value of one (1) year of the contract, and this bond shall be renewed annually for the duration of the contract. The Vendor is required to procure and maintain the performance bond at its sole cost and expense. Throughout the term of this contract, the Vendor shall not permit said bond to be canceled or modified or to expire without providing the City thirty (30) days advanced written notice and without first obtaining a replacement bond satisfactory to the City. In the event the Vendor fails to comply with the terms and conditions of the contract, the City may take all actions necessary to secure replacement solid waste and recyclable collection for the remainder of any agreed-upon contract term.

All bonds shall be in the forms prescribed by law or regulation and be executed by such sureties legally authorized to do business in the State of North Carolina. If the surety on any bond furnished by the contractor is declared bankrupt or becomes insolvent or its right to do business is terminated or it ceases to meet the requirements herein, the contractor shall within five days thereafter substitute another performance bond, which must be acceptable to the City.

## **4. TERMS OF AGREEMENT**

The contract term will be five (5) years with up to three (3) optional three (3) year extensions.

## **5. PAYMENT**

The contractor will be responsible for billing the City of Greenville for services on a monthly basis. The City will collect revenue from Uptown collections customers as part of the water /electric utility billing process.

The proposal should include the proposed rates for collection service by container type and frequency along with escalation.

## **6. PROPOSAL CONTENTS**

The following elements should be included in the proposal:

**a) *Letter of Transmittal***

A letter introducing the proposal that also identifies whether the firm is certified as a Historically Underutilized Business (HUB) by the NC HUB Office.

**b) *Background and History***

A brief summary on its history, scope of services, and other waste collection experience.

**c) *Qualifications***

A copy of the firm's balance sheet showing the most recent year's equity/debt, assets, and liabilities, as well as information on any proposed subcontractors.

**d) *Project Approach***

The proposal should include details on the following:

- **Collections Work Plan.** The proposal should include detailed information on the services that the Vendor will provide, including:
  - An inventory of the vehicles to be used for collection, including manufacturer, model, collection capacity, age, and lease/ownership status
  - A list of proposed staffing by category, including the number and type of positions
  - A proposed collection schedule by container type, including hours and days of operation
  - Proposed collection routes, and information on the Vendor's routing strategy
  - Proposed collection service standards
  - Proposed strategies for quality assurance
  - Proposed strategies for collecting and reporting data
- **Customer Service Standards.** The proposal should include detailed information on the customer service that will be provided, including:
  - Details on the staff or subcontractor providing customer service
  - A list of proposed staffing by category, including the number and type of positions
  - Information on how customers can contact the Vendor for assistance
  - Proposed methods for customer outreach and communication
  - Dispute resolution process
  - Hours during which customer service phone lines are staffed
  - Proposed strategies for quality assurance
  - Proposed strategies for collecting and reporting data

## Uptown Commercial Solid Waste Franchise Collection

**e) *List of References***

A list of services recently provided of similar size and scale, including the client name, contact person, address, phone number, email, and the dates during which services were provided.

**f) *Price***

A list of proposed fees by type, including fees by type of business and fees by collection type and frequency. See Attachment C for the Fee Proposal Form.

### **7. QUESTIONS**

Questions must be asked in writing via email addressed to Delbert Bryant at [dbryant@greenvillenc.gov](mailto:dbryant@greenvillenc.gov) with "Uptown Solid Waste RFP 22-23-46" in the subject line of the email. All questions must be submitted by July 5, 2023, at 5:00 PM time. Answers will be provided via an addendum posted on the City's website by Monday, July 10, 2023. Answers will be provided via an addendum posted on the City's website.

### **8. PRE-PROPOSAL MEETING**

Respondents may attend an optional pre-submittal meeting via Microsoft Teams on Tuesday, July 11, at 9:00 am Eastern time. The meeting may be accessed through [this link](#) or through the following Meeting ID and Passcode:

Meeting ID: 225 612 747 851

Passcode: KRUxmR

### **8. SELECTION PROCESS**

Following is a general description of the selection process:

- All qualified firms who submit responsive, responsible proposals will be considered.
- The proposals received in response to this solicitation will be evaluated and ranked by the Evaluation Committee in accordance with the process and evaluation criteria contained below.
- Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred.
- After thoroughly reading and reviewing this solicitation, each Evaluation Committee member shall conduct their independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth below.

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- The Evaluation Committee may, at the City's discretion, shortlist a minimum of three (3) firms to be interviewed. IF APPLICABLE, dates of shortlisting and dates for interviews are shown in the **SUBMISSION SCHEDULE AND KEY DATES** at the end of this solicitation.

### **9. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION**

It is the policy of the City to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (MWBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or proposals agree to employ "good faith efforts" towards achieving these goals and supply other information as requested in the "MWBE Professional Services Forms" included in Appendix B. Failure to complete the MWBE forms may be cause to deem the submittal nonresponsive.

Questions regarding the City's MWBE Program should be directed to the MWBE Office at (252) 329-4462.

### **10. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

The City of Greenville is an equal opportunity employer and strictly prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, age, gender, disability, national origin, genetic information, sexual orientation, gender identity/reassignment or expression, military or veteran status, marital status, or any characteristic protected by applicable law.

### **11. TITLE VI NONDISCRIMINATION NOTIFICATION**

The City of Greenville, North Carolina in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **12. SELECTION CRITERIA**

Criteria for the selection of the Consultant will include the following and their respective weights:

**Table 4: Selection Criteria**

<b>Criterion</b>	<b>Weight</b>
Approach of the firm for the project	30%
Performance of the firm and/or proposed team on similar projects	30%
Qualifications of individual(s) proposed for the duties	30%
Ability to perform to schedule	10%
<b>Total Score</b>	<b>100%</b>

<b>Score Points</b>	
<b>0</b>	Missing Response
<b>1</b>	Poor Response
<b>2</b>	Satisfactory Response
<b>3</b>	Good Response
<b>4</b>	Excellent Response

North Carolina firms qualified to do the required work will be given priority consideration. A North Carolina firm is a firm that maintains an office in North Carolina staffed with an adequate number of employees judged by the City/Department to be capable of performing a majority of the work required.

After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed MWBE participation will be given priority consideration.

An interview phase may or may not be a part of selection for this project. If an interview phase of the selection process is deemed necessary after the initial review of proposals, interviewees will be evaluated based on the following criteria:

1. Overall quality of project presentation
2. Team dynamic
3. Quality of answers provided during the interview

Once a preferred firm is chosen, the City will work with the project team to develop a more detailed scope of services to be included in the project contract. The City reserves the right to negotiate a contract, including the final scope of work and contract price, with any respondent or other qualified party.

### 13. SUBMISSION SCHEDULE AND KEY DATES

**Table 5: Submission Schedule and Key Dates**

<b>Event</b>	<b>Date and Time</b>
Issuance of RFP	June 14, 2023
Deadline to Submit Questions	July 5, 2023
Answers to Questions Provided	July 10, 2023
Pre-Submittal Meeting	July 11, 2023
Proposals Due	July 19, 2023 @ 5:00 pm
Selection	September 14, 2023
Service Initiation	January 1, 2024

## **ATTACHMENT A**

### **GENERAL TERMS AND CONDITIONS**

The contract terms provided herein are not exhaustive but shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City contract provisions.

- 1. NONDISCRIMINATION:** The Vendor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
- 2. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
- 3. NON-COLLUSION:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.
- 4. PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds. However, the City shall not be obligated to make payment to the Contractor for any services performed under this contract.



5. **GOVERNING LAW:** Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina without regard to its choice of law provisions, and venue for any action or suits arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.
6. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Vendor's own risk and the Vendor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed) and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.
7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Vendor is an independent contractor and not an agent of the City, and as such, Vendor, their agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
8. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
9. **CONFIDENTIALITY:** Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy

of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

**10.INSURANCE REQUIREMENTS:** Vendor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, North Carolina, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured. (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services; (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit; (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services. Depending on the type of services to be provided, cyber liability insurance or increased limits may be necessary.

**11.INDEMINIFICATION AND HOLD HARMLESS:** All services rendered under this agreement will be performed at the Vendor's own risk and the Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the Vendor and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the Vendor in fulfilling its obligation under this contract. It is understood and agreed by the parties that City will assume no liability for damages, injury, or other loss to the Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Vendor's activities and operations while performing services under this contract.

**12.E-VERIFY COMPLIANCE:** The Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Vendor utilizes a Subcontractor, the Vendor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

**13.IRAN DIVESTMENT ACT:** By submitting a proposal, the Vendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer

## Uptown Commercial Solid Waste Franchise Collection

pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

**14. ADVERTISING:** The Vendor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.

**15. FORCE MAJEURE:** Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved or the contract may terminate.

**16. ASSIGNMENT:** This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.

**17. CONFLICT OF INTERESTS:**

- a. Vendor is aware of the conflict-of-interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes) and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Vendor covenants that no person or entity under its employ presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of the Vendor, its employees, or associated persons or entities shall be disclosed to the City.

## Uptown Commercial Solid Waste Franchise Collection

- c. Vendor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Vendor shall make any such disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

**18. NONAPPROPRIATION OF FUNDS.** Vendor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Vendor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Vendor will not be compensated for any other costs in connection with a termination for non-appropriation. The Vendor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Vendor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

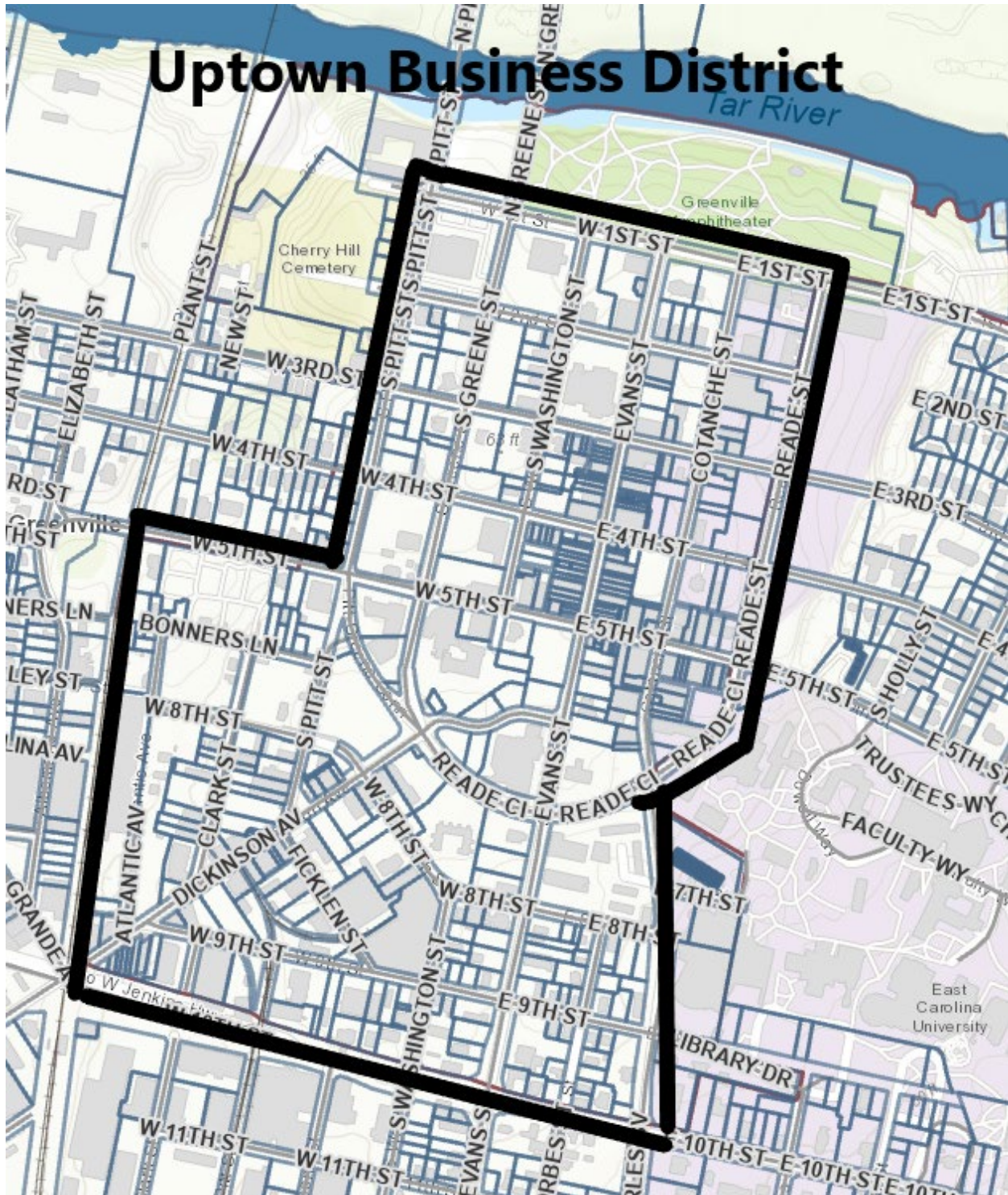
**19. DISPUTE RESOLUTION:** In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

**20. PERFORMANCE OF GOVERNMENT FUNCTIONS:** Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

**21. E-SIGNATURE AUTHORITY:** The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

**22. TERMINATION:** The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Vendor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. The Contractor shall cease performance immediately upon receipt of such notice. The Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

**ATTACHMENT B**  
**UPTOWN SERVICE AREA**





**ATTACHMENT C**  
**COST PROPOSAL TEMPLATE**

**Firm Name:** \_\_\_\_\_

**Contact Person    Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Please fill out the proposed annual cost per collection type and frequency for each of the five years of the contract.**

**Note: the cost of large or special item collection should be built into regular collection fees, with no additional fee charged to the City or customer.**

## Uptown Commercial Solid Waste Franchise Collection

### Year One

<b>Container Type</b>	<b>Four Times per Week</b>	<b>Twice per Week</b>	<b>Weekly</b>	<b>Every Two Weeks</b>	<b>Monthly</b>
96-Gallon Solid Waste					
65-Gallon Recycling					
96-Gallon Recycling					
2-Yard Solid Waste					
4-Yard Solid Waste					
6-Yard Solid Waste					
8-Yard Solid Waste					
2-Yard Corrugated Cardboard					
4-Yard Corrugated Cardboard					
6-Yard Corrugated Cardboard					
8-Yard Corrugated Cardboard					

### Additional Fees

<b>Fee Type</b>	<b>Amount</b>	<b>Explanation</b>



## Uptown Commercial Solid Waste Franchise Collection

### Year Two

<b>Container Type</b>	<b>Four Times per Week</b>	<b>Twice per Week</b>	<b>Weekly</b>	<b>Every Two Weeks</b>	<b>Monthly</b>
96-Gallon Solid Waste					
65-Gallon Recycling					
96-Gallon Recycling					
2-Yard Solid Waste					
4-Yard Solid Waste					
6-Yard Solid Waste					
8-Yard Solid Waste					
2-Yard Corrugated Cardboard					
4-Yard Corrugated Cardboard					
6-Yard Corrugated Cardboard					
8-Yard Corrugated Cardboard					

### Additional Fees

<b>Fee Type</b>	<b>Amount</b>	<b>Explanation</b>

## Uptown Commercial Solid Waste Franchise Collection

### Year Three

<b>Container Type</b>	<b>Four Times per Week</b>	<b>Twice per Week</b>	<b>Weekly</b>	<b>Every Two Weeks</b>	<b>Monthly</b>
96-Gallon Solid Waste					
65-Gallon Recycling					
96-Gallon Recycling					
2-Yard Solid Waste					
4-Yard Solid Waste					
6-Yard Solid Waste					
8-Yard Solid Waste					
2-Yard Corrugated Cardboard					
4-Yard Corrugated Cardboard					
6-Yard Corrugated Cardboard					
8-Yard Corrugated Cardboard					

### Additional Fees

<b>Fee Type</b>	<b>Amount</b>	<b>Explanation</b>

## Uptown Commercial Solid Waste Franchise Collection

### Year Four

<b>Container Type</b>	<b>Four Times per Week</b>	<b>Twice per Week</b>	<b>Weekly</b>	<b>Every Two Weeks</b>	<b>Monthly</b>
96-Gallon Solid Waste					
65-Gallon Recycling					
96-Gallon Recycling					
2-Yard Solid Waste					
4-Yard Solid Waste					
6-Yard Solid Waste					
8-Yard Solid Waste					
2-Yard Corrugated Cardboard					
4-Yard Corrugated Cardboard					
6-Yard Corrugated Cardboard					
8-Yard Corrugated Cardboard					

### Additional Fees

<b>Fee Type</b>	<b>Amount</b>	<b>Explanation</b>

## Uptown Commercial Solid Waste Franchise Collection

### Year Five

<b>Container Type</b>	<b>Four Times per Week</b>	<b>Twice per Week</b>	<b>Weekly</b>	<b>Every Two Weeks</b>	<b>Monthly</b>
96-Gallon Solid Waste					
65-Gallon Recycling					
96-Gallon Recycling					
2-Yard Solid Waste					
4-Yard Solid Waste					
6-Yard Solid Waste					
8-Yard Solid Waste					
2-Yard Corrugated Cardboard					
4-Yard Corrugated Cardboard					
6-Yard Corrugated Cardboard					
8-Yard Corrugated Cardboard					

### Additional Fees

<b>Fee Type</b>	<b>Amount</b>	<b>Explanation</b>