



TOWN OF BLACK MOUNTAIN BOARD OF ALDERMEN
SPECIAL CALL MEETING MINUTES
December 12, 2019

THE BLACK MOUNTAIN BOARD OF ALDERMEN, held a special called meeting on Thursday December 12, 2019 at 5:30 p.m. in the board room of Town Hall, 160 Midland Avenue, Black Mountain NC. The purpose of this meeting was for the Board of Aldermen to review information regarding the Town's current and future sanitation contract and processes.

1. CALL TO ORDER

Vice Mayor Tuttle called the special meeting to order at 5:30 p.m. with the following members present:

Mayor Don Collins – arrived at 6:05 p.m.
Vice Mayor Maggie Tuttle
Alderman Larry Harris – arrived at 5:38 p.m.
Alderman Carlos Showers - absent
Alderman Ryan Stone
Alderman Tim Raines

The following staff members were present:

Josh Harrold, Town Manager
Angela Reece, Town Clerk
Jamey Matthews, Public Works Director
Tausha Millwood, Public Works Admin Assistant

Town Manager Harrold discussed the current sanitation contract with Waste Pro stating it will expire September 30, 2020. Manager Harrold discussed costs associated with the contract which are currently \$660,400 for 2019, or \$12.90 per household. Manager Harrold stated Buncombe County Landfill tipping fees amount to another \$132,000 on top of that. The presentation is made part of and attached to these minutes. Manager Harrold stated the town has 4,080 stops and the cost is \$12.90 per stop. Manager Harrold stated when the initial contract was signed with Waste Pro recycling costs were about \$15 per ton and are currently \$62 per ton, a significant increase. Manager Harrold stated the recycling is taken to Curbside Management in Asheville and the Town has disposed of 450 tons of recycling in 2019 which cost \$28,000. Manger Harrold stated recycling costs increase annually due to market factors. Manager Harrold stated garbage is taken to the Buncombe County Landfill and costs \$43 per ton but said Waste Pro is taking a lot to the transfer station to keep up with the amount being disposed of which is costing \$47 per ton. Brush is \$32 ton at the landfill.

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Staff assembled data to determine what was working well and not so well with our current waste management system. Manager Harrold stated Waste Pro has had less than 1% missed stops out of 212,160 garbage pickups and 116,280 recycling pickups in 2019. The Town of Black Mountain does not charge user fees. The Town offers back door stops for disabled and elderly persons who qualify. Manager Harrold stated the Town also offers leaf assistance up to two times per season for disabled persons and persons age 70 or older with a residential tax value of less than \$200,000. Manager Harrold stated the Town now offers online brush/white goods collection requests as well as provides a wealth of information and brochures on the Town's website. The Town also offers FREE online schedule alerts via the website.

Manager Harrold discussed deficiencies in the system such as accepting excessive waste tonnage, lack of educational outreach and enforcement. Manager Harrold referred to photos in the presentation which illustrates the deficiencies. Some residences have had up to thirty bags of trash per stop while others combine non-recycling with recycling. Currently the maximum allowed is six bags and Director Matthews stated it is common to pick up sixteen bags. Manager Harrold stated Waste Pro officials have advised for years that the Town of Black Mountain has an excess of waste and said he feels our generous amounts allow non-residents to take advantage. Manager Harrold stated brush pickup is also excessive in many instances causing delays in pick up and confusion as to what the Town will accept. Many of the photos illustrate lot clearing and non-acceptable brush piles. Brush pickup is intended for yard clippings. Public Works Director Jamey Matthews stated delays in brush pick up have resulted from excessive tonnage which causes Waste Pro to have to fill trucks more quickly and empty them at the transfer station which also increases price and delays. Tonnage figures are included in the attachments to these minutes. Manager Harrold stated regardless of future contract decisions the Town will need to limit tonnage and begin actively enforcing violations.

Manager Harrold stated he met with Waste Pro officials yesterday to discuss potential extension of the contract and pricing and said that Waste Pro advised they would increase the cost per household to \$25.00 per household plus tipping fees. Manager Harrold stated continuation of services at the same level will cost \$1.2M plus tipping fees. Currently the cost is \$660,000 plus tipping fees. Manager Harrold stated continuing with the same level of service the County is providing will cost about \$19.00 per household and is approximately \$930,000 plus tipping fees. Manager Harrold stated the County does not offer brush pick up. Manager Harrold clarified the current contract is \$12.90 per household plus tipping fees and stated the pricing was based off of Waste Pro infiltrating the area with service at the time. The former vendor, Republic, no longer offers residential trash pickup in this area.

Manager Harrold stated bringing the garbage service in-house is estimated to be \$802,000 which includes tipping fees for the first year. Recycling costs will be an additional \$28,000. Manager Harrold and staff have compiled a working spreadsheet with various factors such as personnel

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costs and purchasing cans and trucks as well as maintenance of trucks built in. Tipping fees and fuel costs are projected to increase approximately 5% annually. Manager Harrold stated the figures represent automated side-load trucks at a cost of approximately \$300,000 each as well as 96 gallon or smaller cans. The figure represents the Town purchasing cans for the residents (2 cans per household at a cost of approximately \$400,000). Manager Harrold stated staff is aware that there will need to be options for steep areas as not all residents will be able to utilize a can. Manager Harrold stated the cost could be offset by the revenue received from the sale of the Public Works building on Highway 70.

Board members discussed concerns for staffing due to the pay. Public Works Director Jamey Matthews stated there are benefits such as a standard work day, automated trucks with climate control, employee insurance and retirement benefits that will allow us to compete with companies such as Waste Pro. Director Matthews stated having an additional truck would be beneficial due to the wear and tear they will incur. Board members discussed workers compensation insurance concerns and Director Mathews stated proper training is imperative.

Alderman Larry B. Harris stated he feels having a standardized can will allow for more control and said he feels the numbers appear to work in favor of the Town bringing the service in-house but advised staff to thoroughly review the numbers and provide a generous estimate of equipment and personnel needs to best determine feasibility. Alderman Ryan Stone concurred.

Manager Harrold stated he has appointments scheduled to visit other neighboring municipalities who provide the service in-house to conduct assessments to report back to the board. Alderman Harris suggested going ahead and issuing an RFP with a reduced service level to compare with in-house costs. (RFP was issued on January 2, 2020 and advertised in the Citizen Times and is attached to these minutes).

No further business was discussed. A survey has been posted on the Town's website.

There being no further business, on a motion made by Alderman Larry B. Harris and with a vote of 4-0, Vice Mayor Maggie Tuttle adjourned the meeting at 6:30 p.m.

ATTEST:



Angela L. Reece, Assistant to Manager/Town Clerk



Don Collins, Mayor

Sanitation





How are we doing?



www.townofblackmountain.org

How are we doing?

- Less than 1% Missed Stops 212,160 garbage/ 116,280 recycling
- \$No user fees
- Offer Back Door Stops for disabled and elderly persons.
- Offer leaf assistance (2 times season) for persons age 70+, disabled persons, and home has tax value of > \$200K.
- Offer online brush/white goods collection requests.
- New Town website has a wealth of information and brochures and offers FREE online schedule change alerts.



www.townofblackmountain.org

How are we doing?

- Excessive tonnage
- Education Outreach
- Enforcement

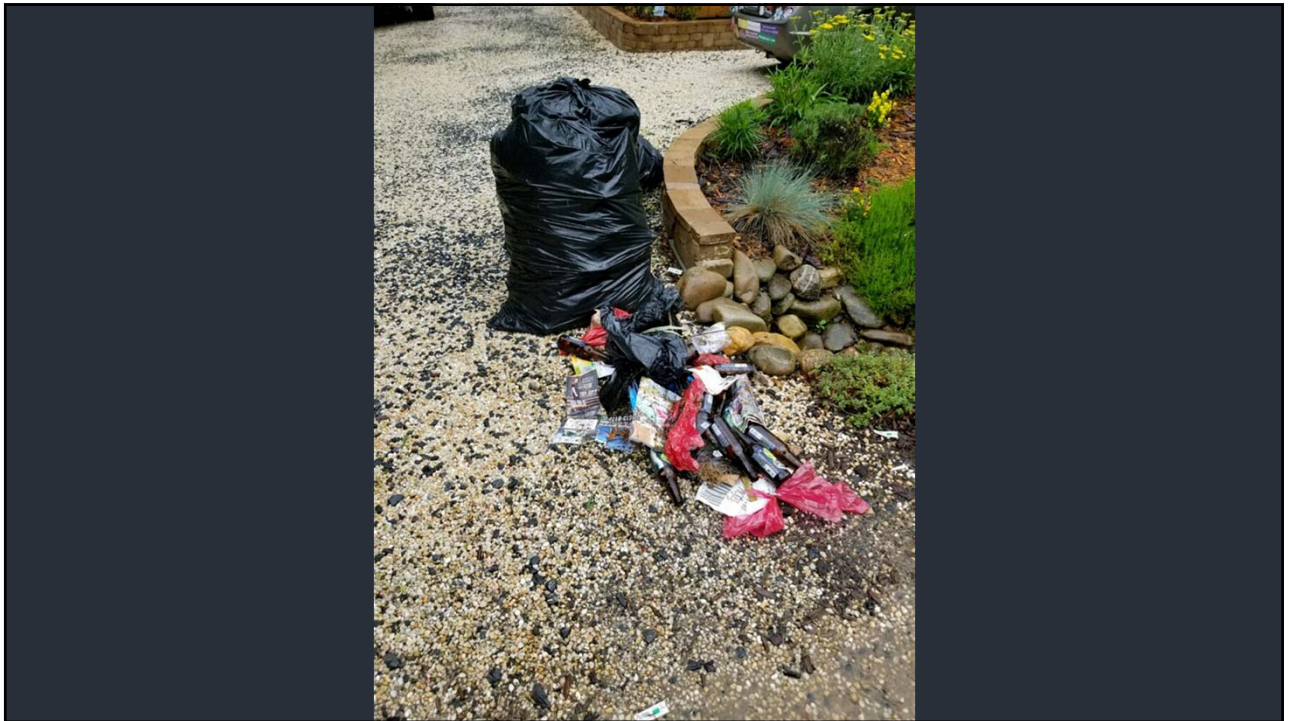


www.townofblackmountain.org

Trash & Recycling

Gone Wrong...



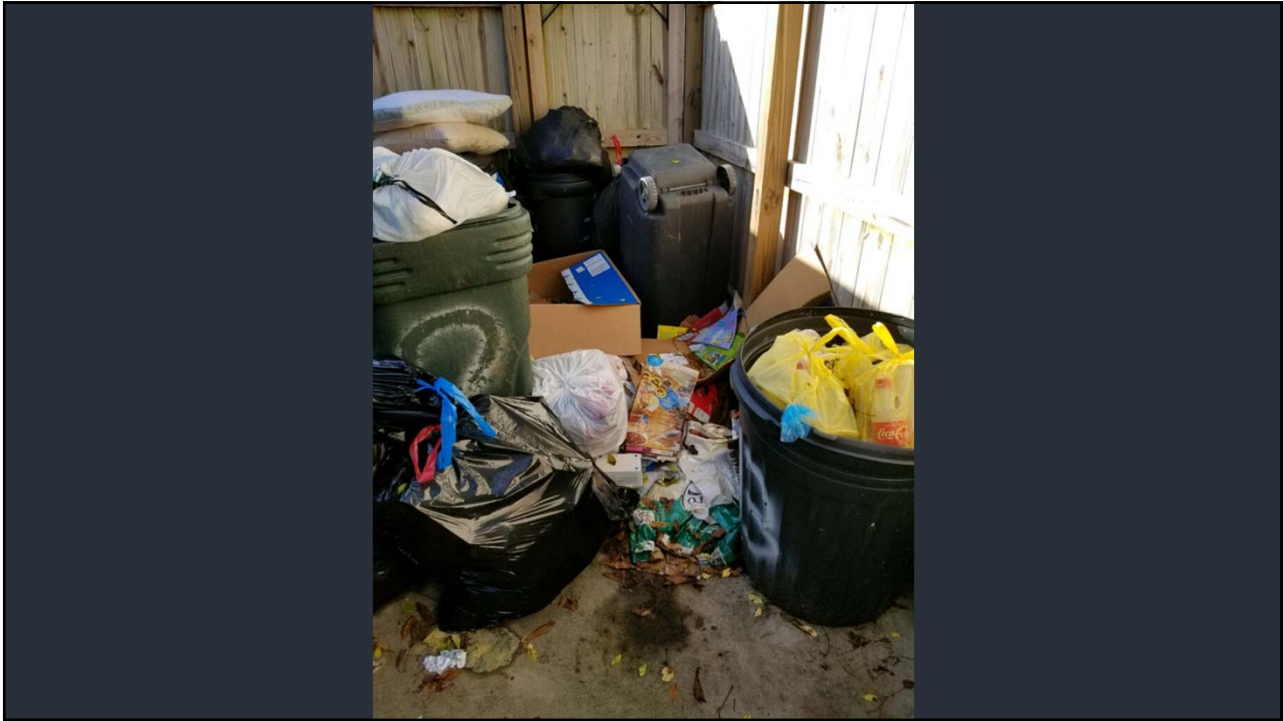


















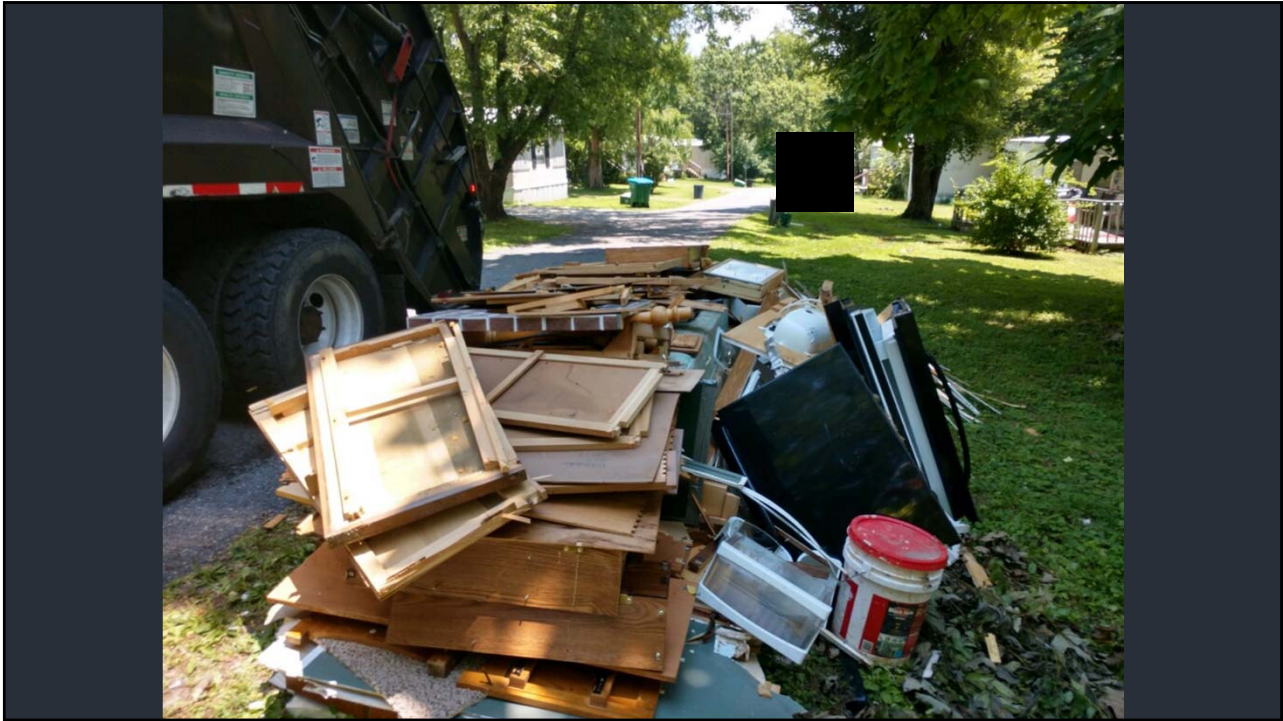




















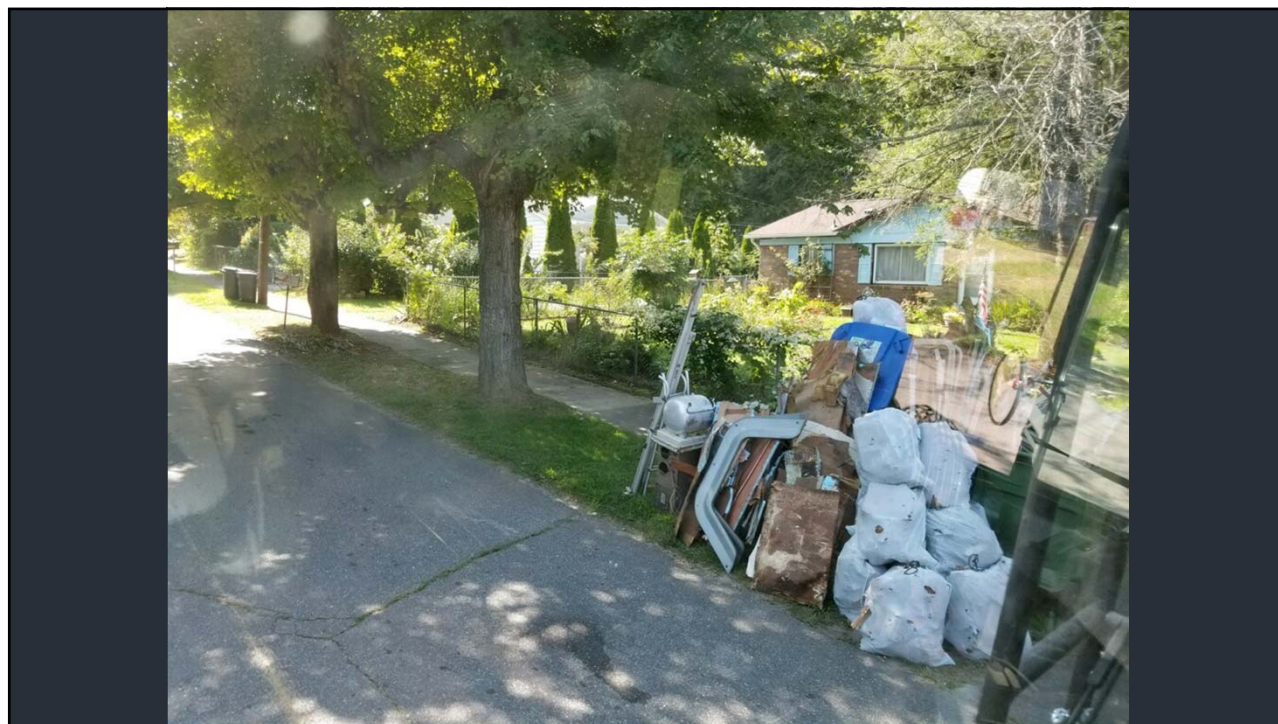










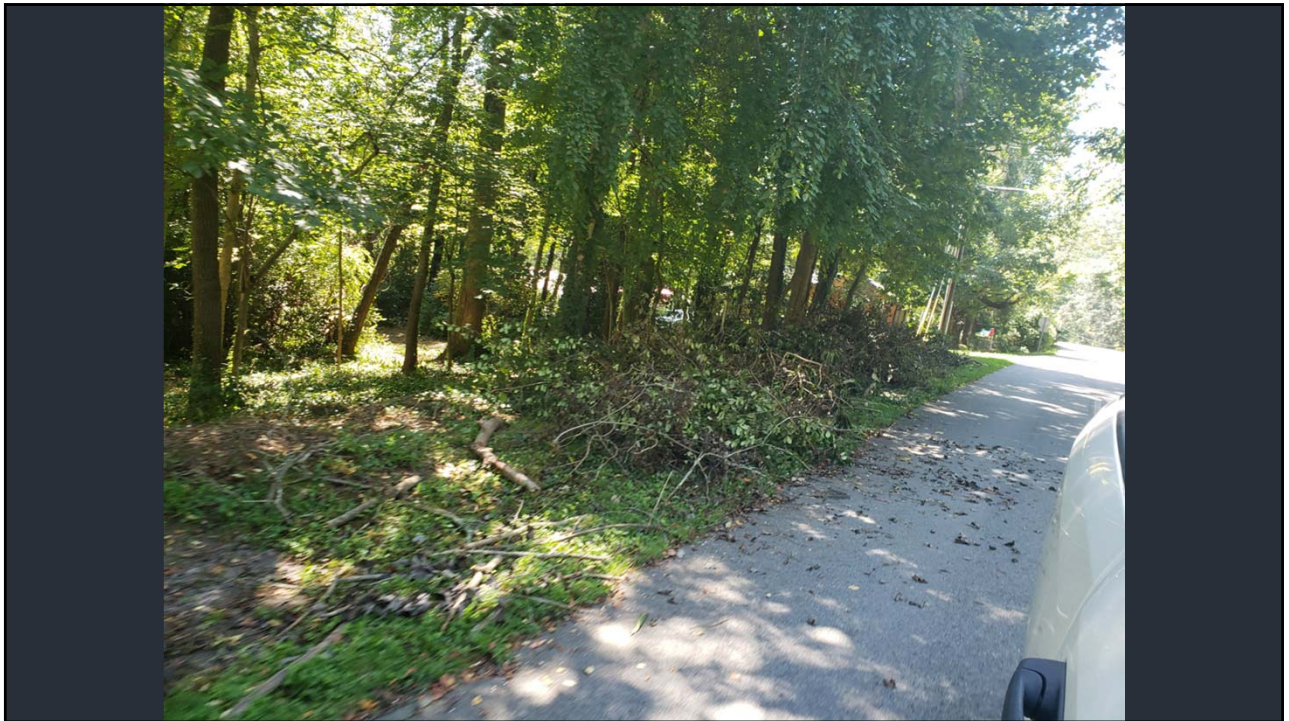






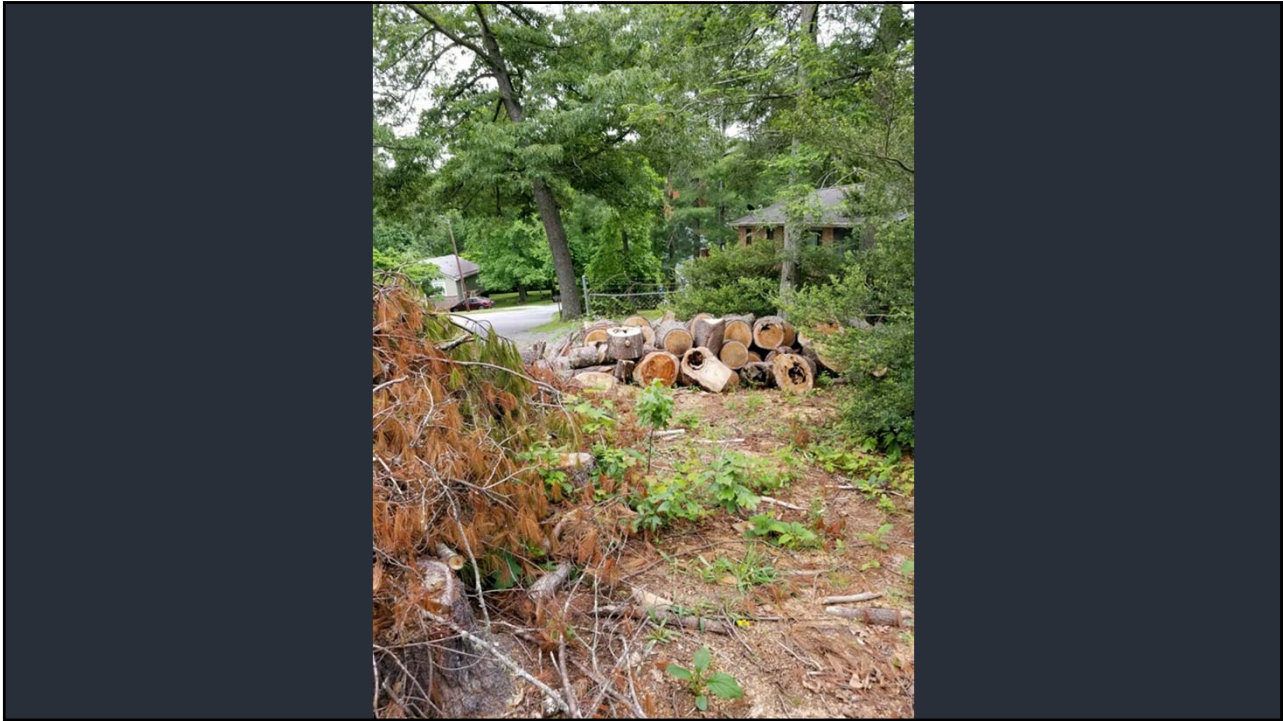






















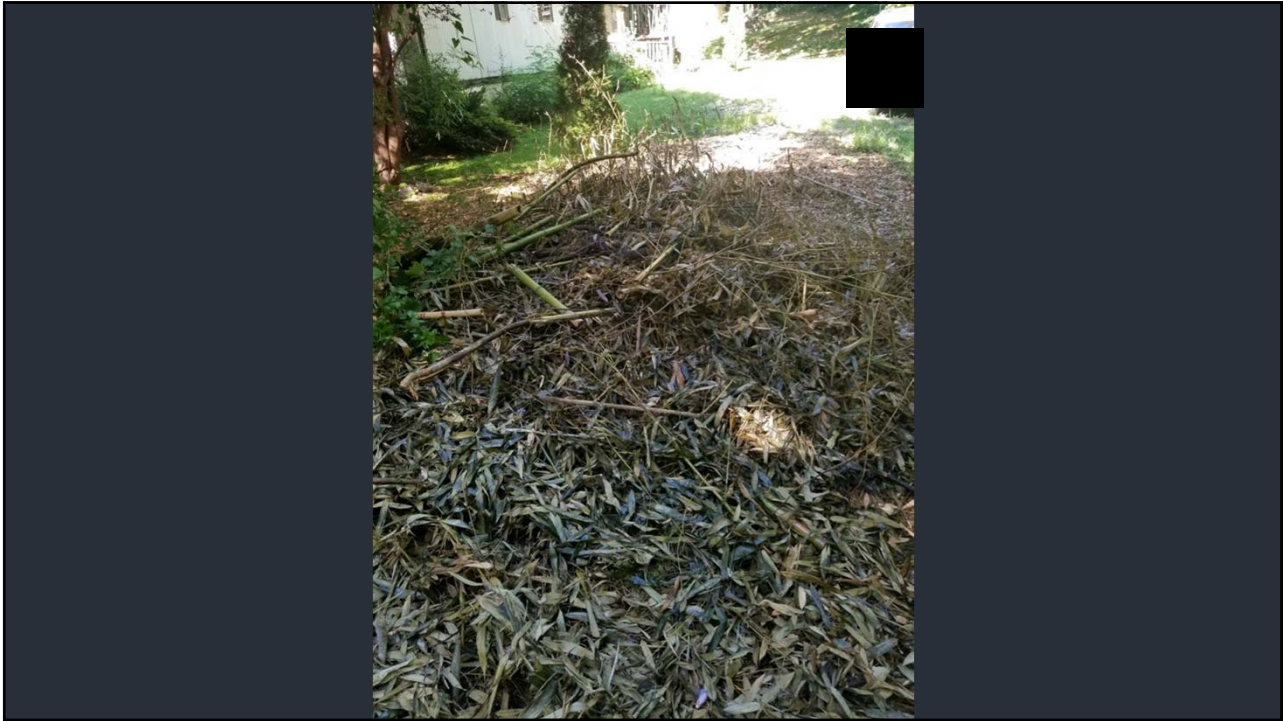
























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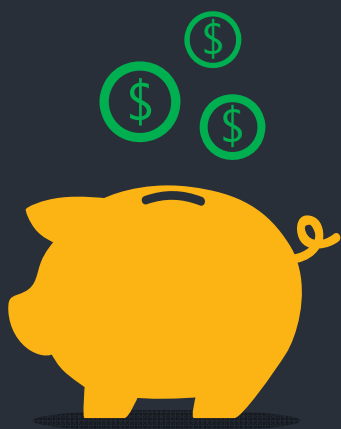
Recommendations

- Policy/Ordinance Revisions
 - Limitations
- Education
 - Mailers, Social Media, Website
- Enforcement



www.townofblackmountain.org

Cost Estimates



- 1 Continuing same services with Waste Pro: estimated cost of **\$1.2M plus tipping fees.**
- 2 Continuing with Waste Pro at County service level estimated **\$930,000 plus tipping fees.**
- 3 Bringing services in house at current service level estimated **\$ 802,000 including tipping fees.**

www.townofblackmountain.org

Sanitation Cost and Usage Report

Annual Costs	FY18-19
Waste Pro Contract	\$499,458.31
Recycling Contract -	\$107,416.91
First Contract (leaf assistance program)	\$0.00
Misc. (postage, professional dev. activity)	\$245.00
Public Education Costs	\$0.00
Number of Customers	4423

Costs (FY17-18)	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL FY18-19	
Landfill- Residential & Commercial	\$8,097.63	\$11,153.95	\$10,385.88	\$10,085.29	\$12,034.45	\$9,563.38	\$9,454.51	\$8,935.48	\$9,954.81	\$11,320.12	\$12,166.27	\$12,108.05	\$125,259.82	
Landfill- Tires	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.00	
Landfill- Yard waste	\$874.00	\$617.00	\$932.00	\$713.40	\$458.00	\$405.40	\$184.20	\$130.40	\$97.40	\$624.00	\$601.60	\$479.40	\$6,116.80	
Telephone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
GDS Contract	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$41,621.53	\$499,458.31	
Recycling Contract - (Curbside & GDS)	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$8,951.41	\$107,416.91	
First Contract (leaf assistance program)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Misc. (postage, professional dev. activity)	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$20.42	\$245.00	
Public Education Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Monthly Cost- Total	\$59,564.98	\$62,364.30	\$61,915.23	\$61,392.04	\$63,085.80	\$60,562.13	\$60,232.06	\$59,659.23	\$60,945.56	\$62,537.47	\$63,361.22	\$63,180.80	\$738,500.84	Annual Cost- Total
Monthly Cost per customer	\$13.47	\$14.10	\$14.00	\$13.88	\$14.26	\$13.69	\$13.62	\$13.49	\$13.71	\$14.14	\$14.33	\$14.28	\$166.97	Annual Cost/ customer

Tonnages (FY17-18)	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL FY18-19	
Recycling	51.67	49.92	53.25	48.51	53.85	52.15	56.48	52.75	55.85	55.05	54.9	52.6	636.98	
Landfill- Residential & Commercial	172.29	233.59	217.57	211.21	252.03	200.28	198	187.13	213.79	237.07	254.79	253.5	2631.25	
Landfill- Tires	0	0	0	0	0	0	0	0	0	0	0	0	2	
Landfill- Yard waste	43.7	30.85	46.6	35.67	22.90	20.27	9.21	6.52	4.87	31.2	30.08	23.8	305.67	
Recycling Tons per Customer per Qtr	0.0390	0.0117	0.0492	0.0478	0.0110	0.0453	0.0448	0.0423	0.0483	0.0536	0.0576	0.0573	0.144015374	
Landfill- Tires per Customer	0	0	0.00045218	0	0	0	0	0	0	0	0	0	0.000452182	
Landfill- Yard waste Per Customer	0.0099	0.0070	0.0105	0.0081	0.0052	0.0046	0.0021	0.0015	0.0011	0.0071	0.0068	0.0054	0.0691	
Combined Landfill Waste per Customer	0.0488	0.0598	0.0602	0.0558	0.0622	0.0499	0.0468	0.0438	0.0494	0.0607	0.0644	0.0627	0.6645	
Combined Landfill Waste- Total per Month	215.99	264.44	266.17	246.88	274.93	220.55	207.21	193.65	218.66	268.27	284.87	277.3	2938.92	
													3575.9	Total Refuse & Recycling
													17.81%	% of Waste Recycled

Sanitation Statistics								
	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
Total Trash Stops Missed	36	12	17	13	12	13	11	11
Total Recycle Stops Missed	4	7	4	11	6	8	3	1
Weeks in the month	5	4	5	5	4	4	5	4
Weekly Service Locations: Trash	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080
Weekly Service Locations: Recycle	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040
Total Trash Stops Each Month	20,400	16,320	20,400	20,400	16,320	16,320	20,400	16,320
Total Recycle Stops Each Month	10,200	8,160	10,200	10,200	8,160	8,160	10,200	8,160
% Trash Missed	0.18%	0.07%	0.08%	0.06%	0.07%	0.08%	0.05%	0.07%
% Recycle Missed	0.04%	0.09%	0.04%	0.11%	0.07%	0.10%	0.03%	0.01%

* Total trash & recycle stops missed could also include residents who do not follow guidelines for setting items out by 7:00 am

Sanitation Statistics								
	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19
Total Trash Stops Missed	9	3	12	7	8	3	12	14
Total Recycle Stops Missed	3	1	3	1	4	1	3	2
Weeks in the month	4	5	4	4	5	4	4	5
Weekly Service Locations: Trash	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080
Weekly Service Locations: Recycle	2,040	2,040	2,040	2,040	2,040	2,040	2,040	2,040
Total Trash Stops Each Month	16,320	20,400	16,320	16,320	20,400	16,320	16,320	20,400
Total Recycle Stops Each Month	8,160	10,200	8,160	8,160	10,200	8,160	8,160	10,200
% Trash Missed	0.06%	0.01%	0.07%	0.04%	0.04%	0.02%	0.07%	0.07%
% Recycle Missed	0.04%	0.01%	0.04%	0.01%	0.04%	0.01%	0.04%	0.02%

* Total trash & recycle stops missed could also include residents who do not follow guidelines for setting items out by 7:00 am

Sanitation Statistics								
	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20
Total Trash Stops Missed	15	10	9					
Total Recycle Stops Missed	2	3	1					
Weeks in the month	4	4	4	4				
Weekly Service Locations: Trash	4,080	4,080	4,080	4,080				
Weekly Service Locations: Recycle	2,040	2,040	2,040	2,040				
Total Trash Stops Each Month	16,320	16,320	16,320					
Total Recycle Stops Each Month	8,160	8,160	8,160					
% Trash Missed	0.09%	0.06%	0.06%					
% Recycle Missed	0.02%	0.04%	0.01%					

BUNCOMBE COUNTY LANDFILL TOTALS 2018-2019

July-18			August-18			September-18		
	Tons	Amount		Tons	Amount		Tons	Amount
Residential MSW	0.00		Residential MSW	0.00		Residential MSW	0.00	\$0.00
Comm MSW	0.00		Comm MSW	0.00		Comm MSW	0.00	\$0.00
Wood Waste	43.70	\$874.00	Wood Waste	30.85	\$617.00	Wood Waste	46.60	\$932.00
Comm C & D	0.00		Comm C & D	0.00		Comm C & D	0.78	\$34.13
Res. MSW at TS	154.76	\$7,273.72	Res. MSW at TS	233.59	\$11,153.95	Res. MSW at TS	216.79	\$10,351.75
Comm MSW at TS	17.53	\$823.91	Comm MSW at TS	0		Comm MSW at TS	0	\$0.00
	215.99	\$8,971.63		264.44	\$11,770.95	Tires	2.00	\$4.00
October-18			November-18			December-18		
	Tons	Amount		Tons	Amount		Tons	Amount
Residential MSW	0.00		Residential MSW			Residential MSW		
Comm MSW	0.00		Comm MSW			Comm MSW		
Wood Waste	35.67	\$713.40	Wood Waste	22.90	\$458.00	Wood Waste	20.27	\$405.40
Comm C & D	0.00		Comm C & D			Comm C & D		
Res. MSW at TS	180.66	\$8,626.53	Res. MSW at TS	189.48	\$9,047.69	Res. MSW at TS	189.06	\$9,027.62
Comm MSW at TS	30.55	\$1,458.76	Comm MSW at TS	62.55	\$2,986.76	Comm MSW at TS	11.22	\$556.76
	246.88	\$10,798.69		274.93	\$12,492.45		220.55	\$9,968.78
January-19			February-19			March-19		
	Tons	Amount		Tons	Amount		Tons	Amount
Residential MSW	0.00		Residential MSW	0.00		Residential MSW	5.29	\$231.44
Comm MSW	0.00		Comm MSW	0.00		Comm MSW	0.00	
Wood Waste	9.21	\$184.20	Wood Waste	6.52	\$130.40	Wood Waste	4.87	\$97.40
Comm C & D	0.00		Comm C & D	0.00		Comm C & D	0.00	
Res. MSW at TS	198.00	\$9,454.51	Res. MSW at TS	187.13	\$8,935.48	Res. MSW at TS	208.50	\$9,723.37
Comm MSW at TS	0.00		Comm MSW at TS	0.00		Comm MSW at TS	0.00	
	207.21	\$9,638.71		193.65	\$9,065.88		218.66	\$10,052.21
April-19			May-19			June-19		
	Tons	Amount		Tons	Amount		Tons	Amount
Residential MSW	0.00		Residential MSW			Residential MSW	0.00	
Comm MSW	0.00		Comm MSW			Comm MSW	0.00	
Wood Waste	31.20	\$624.00	Wood Waste	30.08	\$601.60	Wood Waste	23.80	\$479.40
Comm C & D	0.00		Comm C & D			Comm C & D	0.00	
Res. MSW at TS	237.07	\$11,320.12	Res. MSW at TS	254.79	\$12,166.27	Res. MSW at TS	253.50	\$12,108.05
Comm MSW at TS	0.00		Comm MSW at TS			Comm MSW at TS	0.00	
	268.27	\$11,944.12		284.87	\$12,767.87		277.30	\$12,587.45
Current Annual Total Tons		2938.82						
Current Annual Dollar Amount		\$131,380.62						

Effective 9/1/09 landfill fees increased to \$43.00 per ton and Transfer Station fees increased to \$47.00 per ton - \$20.00 per ton for wood waste.
Min. of \$10. on Wood Waste

Wood Waste 305.67

Effective 9/1/09 landfill fees increased to \$43.00 per ton and Transfer Station fees increased to \$47.00 per ton - \$20.00 per ton for wood waste. Min. of \$10. on Wood Waste

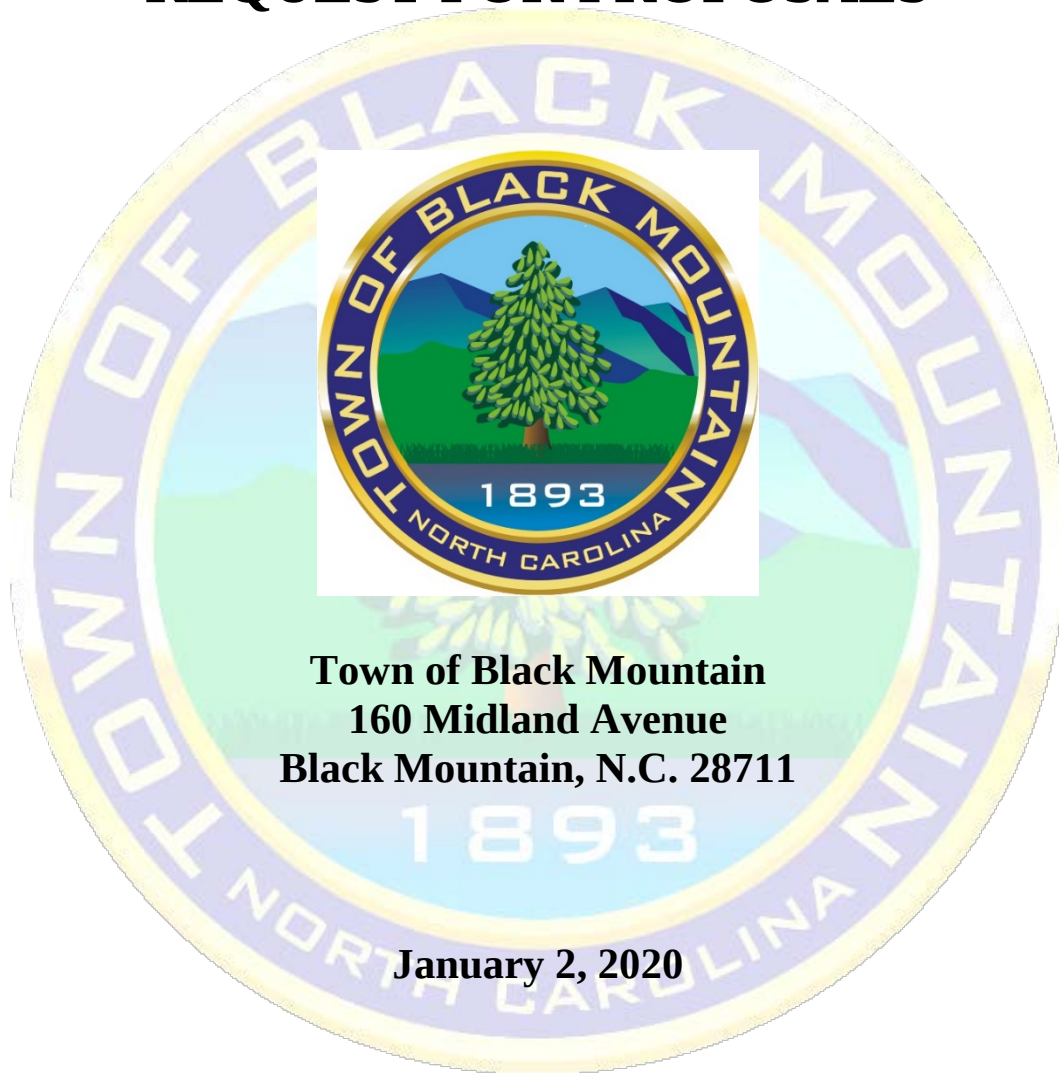
Wood Waste	82.49
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July-19		August-19		September-19	
Tons	Amount	Tons	Amount	Tons	Amount
Residential MSW		Residential MSW		Residential MSW	
Comm MSW		Comm MSW		Comm MSW	
Wood Waste	30.28	Wood Waste	15.93	Wood Waste	25.74
Comm C & D		Comm C & D		Comm C & D	
Res. MSW at TS	138.14	Res. MSW at TS	228.82	Res. MSW at TS	105.95
Comm MSW at TS		Comm MSW at TS		Comm MSW at TS	3
	168.42		\$11,235.25		\$5,059.14
					\$143.25
					\$5,717.19
October-19		November-19		December-19	
Residential MSW		Residential MSW		Residential MSW	
Comm MSW		Comm MSW		Comm MSW	
Wood Waste	10.54	Wood Waste		Wood Waste	
Comm C & D		Comm C & D		Comm C & D	
Res. MSW at TS	65.92	Res. MSW at TS		Res. MSW at TS	
Comm MSW at TS		Comm MSW at TS		Comm MSW at TS	
	79.99				
	\$3,512.92				
January-20		February-20		March-20	
Residential MSW		Residential MSW		Residential MSW	
Comm MSW		Comm MSW		Comm MSW	
Wood Waste		Wood Waste		Wood Waste	
Comm C & D		Comm C & D		Comm C & D	
Res. MSW at TS		Res. MSW at TS		Res. MSW at TS	
Comm MSW at TS		Comm MSW at TS		Comm MSW at TS	
April-20		May-20		June-20	
Residential MSW		Residential MSW		Residential MSW	
Comm MSW		Comm MSW		Comm MSW	
Wood Waste		Wood Waste		Wood Waste	
Comm C & D		Comm C & D		Comm C & D	
Res. MSW at TS		Res. MSW at TS		Res. MSW at TS	
Comm MSW at TS		Comm MSW at TS		Comm MSW at TS	
Current Annual Total Tons	627.65				
Current Annual Dollar Amount	\$27,667.18				

TOWN OF BLACK MOUNTAIN

SOLID WASTE SERVICES

REQUEST FOR PROPOSALS



Town of Black Mountain Solid Waste Services

Summary of Request for Proposals

Service Description

The Town of Black Mountain (the Town) is requesting Proposals for the collection and disposal of residential and commercial garbage and the collection of residential and commercial recyclables, bulky items, white goods, yard waste and seasonal leaf collection.

It is the intent of this Request for Proposal (RFP) to lead to an agreement between the selected contractor(s) and the Town, which will provide these services as a single contract.

Receipt and Opening of Bids

Sealed proposals must be received and on file with the office of the Town Manager at 160 Midland Avenue, Black Mountain, North Carolina, 28711 on or before **3:00 p.m. on Monday, February 3, 2020**, at which time they will be publicly opened and read aloud. The envelope containing the Proposal must be sealed and clearly marked "Solid Waste Services Request for Proposals." One (1) original and two (2) copies of the proposal must be presented with the name and address of the proposer clearly shown and in accordance with instructions and upon forms furnished by the Town.

The Town of Black Mountain reserves the right to reject any and all Proposals and to decline to award a contract for these services. The Town will bear no responsibility for costs incurred in preparation of responses to this RFP.

Schedule

Sealed proposals are due by **3:00 p.m. on Monday, February 3, 2020**. The Town plans to select contractor(s) and sign contract(s) by September 1, 2020. Contracted services will begin October 1, 2020 and extend through September 30, 2024. The Town will retain an option to extend the contract for two (2) additional two-year terms to end on September 30, 2026 and to September 30, 2028.

Town Contact

All inquiries about this RFP must be made in written form (including mail, e-mail or fax) to the Town Manager:

Town of Black Mountain
Attention: Josh Harrold, Town Manager
160 Midland Avenue
Black Mountain, N.C. 28711
Telephone: (828) 419-9300 x 311
Fax: (828) 669-4204
E-Mail: townmanager@townofblackmountain.org

Unless authorized by the Town Manager, no other Town Official or employee is empowered to speak for the Town with respect to this RFP.

Town of Black Mountain Solid Waste Services

Instructions to Proposers

Preparation of the Proposal

All bid proposals shall be made on the forms attached and shall give the amount of the bids for work in both words and figures and must be signed by the contractor as proposer. All blank spaces in each bid proposal form must be completed in full in ink or typewritten. In case of a discrepancy, prices written out in words in the proposal form shall govern and any errors found elsewhere, will be corrected.

Any bid may be withdrawn prior to the above-scheduled time for the opening of the bids or authorized postponement thereof. Any bid received after the time and date specified above shall not be considered.

For purposes of evaluation and award, all bids shall remain firm for no less than sixty (60) days. The successful bidder's pricing shall be firm for a period of four years upon award with option to renew for two additional one-year terms.

Qualifications of Proposer

All proposers shall have adequate financial resources, experienced personnel, equipment, availability of adequate disposal facilities and expertise to perform the services required by these specifications.

A proposer must be prepared to furnish satisfactory evidence to the Town that the proposer can and does meet the above required qualifications. No contract will be awarded to any company which, as solely determined by the Town, has an unsatisfactory performance record or inadequate experience, or which lacks the necessary capital, organization, disposal facilities and equipment to conduct and complete the services in full accordance with the specifications.

All proposers shall comply with the applicable solid waste laws of the United States of America and the State of North Carolina, the rules and regulations promulgated there under; the Code of Ordinance of the Town of Black Mountain; and where applicable, the rules and regulations of Buncombe County, North Carolina. The proposer shall meet all requirements of these laws, rules and regulations, including any subsequent changes.

Site Conditions

Proposers shall satisfy themselves by personal investigation and by any other means as they may think necessary or desirable, as to the conditions affecting the proposed work and the cost thereof. No verbal information derived from the Town or its employees shall relieve the proposer from any risk or from fulfilling all terms of the contract.

All proposers shall tour the area and familiarize themselves with the work contemplated in the contract. Submission of a proposal shall be deemed conclusive evidence that such a tour has been made by each proposer and shall constitute a waiver by each of all claims in proposal, withdrawal of proposal, payment of extras, or combination thereof, under the executed contract, of any revision thereof.

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals.

Rates and Modifications to Rates

Rates shall be firm for the first four (4) year term of this contract. The rate that may be charged by the contractor for the additional terms of this contract may be adjusted to reflect changes in the cost of operation. The contractor must request any adjustment in rates in writing. Requests must be made not less than sixty (60) days prior to the expiration of the current year's contract.

In calculating bid pricing to be offered, bidders are cautioned to include all costs associated with providing the services identified. Those costs should include, but not be limited to equipment, manpower, cost of fuel, maintenance of equipment, etc. Adjustments to rates on an annual basis after the initial first twelve-month contract term will only be allowed as follows:

Any increase in rates may not exceed the percentage of increase in the Consumer Price Index (CPI) for the prior twelve (12) month period. Documentation of the change in the CPI must be furnished with the contractor's rate adjustment letter. No requested increase shall exceed five percent (5%) regardless of CPI for any one (1) year term. Requests must be made not less one hundred eighty (180) days prior to the expiration of the current year's contract.

The Town has the right to review and accept or reject rate adjustment requests. If the rate adjustment is rejected, contractor will have the opportunity to withdraw rate request and continue contract at existing rates. If parties involved are unable to resolve the pricing issue, the Town may terminate the contract with thirty (30) days written notice to the contractor and the contract will expire on June 30th of the effected year. Subsequently, the Town would issue a new bid request to establish a new contractor to provide this service.

Bid Security and Evidence of Insurance

Each bid must be accompanied by a certified check or bid bond in the amount of five percent (5%) of the total annual bid price, payable to the Town of Black Mountain. Should the Town not accept the proposal, the certified check or bid bond deposited herewith will be returned. Should a bid(s) be accepted by the Town and the contractor(s) executes a proposed contract and furnishes the required performance bond within ten (10) days after receiving notification from the Town that such bid was accepted, the certified check or bid bond deposited herewith will be returned to the undersigned.

A Certificate of Insurance or other document evidencing the coverages set forth in the proposed contract must also accompany each proposal.

Liquidated Damages for Failure to Enter Into the Contract

The contract(s) shall be deemed awarded effective upon the vote or resolution of the Board of Aldermen and formal notice of such award.

The proposer(s) to whom the contract(s) are awarded will be required to execute four (4) copies of the contract on the form attached hereto (or such form as may mutually be agreed upon by the Town and the selected proposer) and to furnish all required insurance certificates. In case of proposer's refusal or failure to do so within ten (10) days after its receipt of formal notice of award, proposer will be considered to have abandoned all rights and interest in the award, and proposer's proposal security may be declared forfeited to the Town as liquidated damages. The award may then be made to another proposer or the work readvertised for proposals as the Town may elect.

Security for Performance

A letter shall accompany the proposal from a corporate surety that must be satisfactory to the Town stating the Performance Bond will be furnished by that corporation to the person submitting the proposal in the event it is the successful proposer. Such letter is to be signed by an authorized representative of the surety together with a certified and effectively dated copy of the Power of Attorney attached thereto.

The successful proposer will be required to furnish a Performance Bond as security for the faithful performance of this contract. Said performance bond must be in the amount of the cost of four (4) months collection renewable annually.

Premium for the bonds described above shall be paid by the contractor. A certificate from the surety showing the bond premiums are paid in full shall accompany the bond. The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of North Carolina.

Power of Attorney

Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.

Name, Address and Legal Status of the Proposer

The proposal must be properly signed in ink and the address of the proposer given. The legal status of the proposer, whether corporation, partnership, or individual, shall also be stated in the proposal. The place of residence of each proposer, or the office address in the

case of a firm or company, with telephone numbers must be given. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws.

If the proposer is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the proposal. Anyone signing a bid as an agent of another or others must submit with their bid legal evidence of their authority to do so.

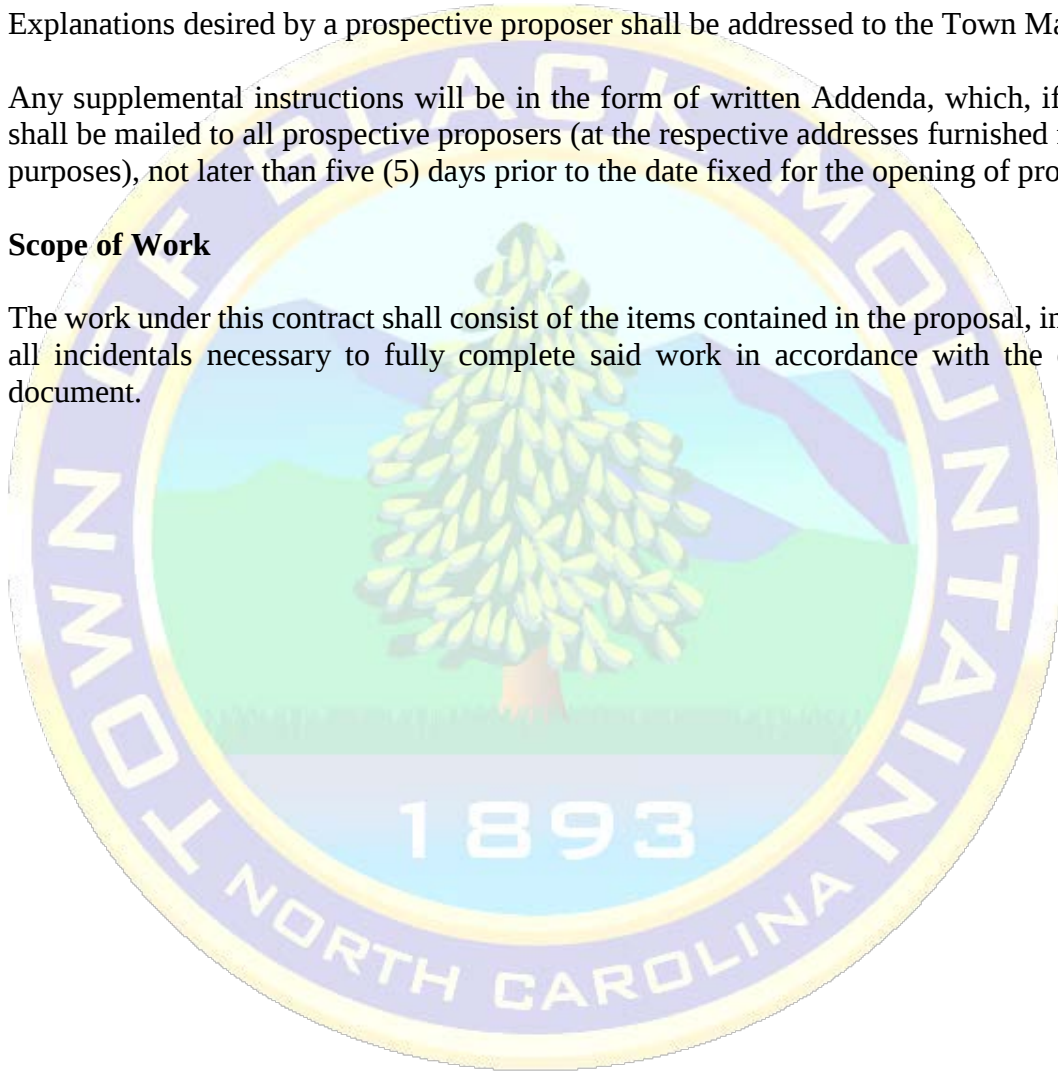
Addenda and Explanations

Explanations desired by a prospective proposer shall be addressed to the Town Manager.

Any supplemental instructions will be in the form of written Addenda, which, if issued, shall be mailed to all prospective proposers (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of proposals.

Scope of Work

The work under this contract shall consist of the items contained in the proposal, including all incidentals necessary to fully complete said work in accordance with the contract document.



Chapter 1 – Overview

A. Priorities

This RFP and the ensuing contractor selection process have been designed to produce a new solid waste contract that builds on the successes from the current collection and processing contract.

RFP Principles

The Town has developed the following principles to create this RFP and to guide the contractor selection process. The Town seeks:

- Minimum cost
- High quality of service
- Equitable levels of service for all customers
- Minimum customer confusion and service disruption
- Competitive environment now and in the future
- Opportunities for service evolution
- Services based on container type instead of dwelling or customer type
- Opportunities for contractor innovation
- Reduced environmental impacts
- Optimal risk allocation

Solid Waste Policies

The solid waste and recycling policies found in the Black Mountain Statement of Policy will guide the RFP and service contracts. Copies of the policies are available in Appendix B.

B. RFP and Proposal

This RFP is based on a two-prong approach, inviting both comparable and innovative proposals to fulfill the Town's RFP Principles:

1. **Base Proposal** – All Proposers may submit a Base Proposal that covers a prescribed Base Service as described below in Section C and in greater detail in Chapter 2 – Base Services and Appendix A – Solid Waste Services Contract. This Base Service was developed by the Town as a “rational” system that would meet the RFP principles, including efficiency, cost and customer service.
2. **Alternative Proposals** – The Town also welcomes alternative proposals with variations from the Base Services that would provide lower system costs, increased efficiency, reduced impacts, better customer service and/or other benefits to the Town and residents.

Under this design, proposals will have both required and optional components:

- All proposers may submit a base proposal covering the collection and disposal of all waste streams and recycling in the manner described below under Base Service.
- Proposers have the option of submitting Alternative Proposals. The Town welcomes alternatives to the Base Services, from minor revisions in service to major system changes.

C. Base Proposals

Chapter 2 – Base Services describes a universal Base Service to which all Proposers must respond, including:

- Contract Collection Areas – Proposers are required to submit proposals for service in the entire Town.
- Same Day Collection – Contractors will collect all materials within each collection route on the same day each week.
- Commingled Recycling Collection – All recyclables currently collected by the Town will continue to be collected in a single-stream.
- Recycling and Yard Waste Processing and Marketing – In the Base Proposal, the Town also welcomes optional proposals for processing of recycling and yard waste. Proposers may submit integrated prices for processing with collection or separate processing-only prices, but all proposals must include collection services. One contractor could process all of the recyclables and yard waste.

A full description of these Base Services is contained Chapter 2 – Base Services and in Appendix A – Solid Waste Services Contract.

D. Alternative Proposals

Chapter 3 – Alternative Proposals describes the framework for developing and proposing alternatives to the Base Services including changes to the contract specifications, the proposed system operations, the methods of payment or other conditions. Alternatives should be based on superior benefits to the Town and residents over the described Base Services.

E. Background on Black Mountain's Customers

The Town of Black Mountain has a population of approximately 8,500 residents and covers 6.8 square miles. Garbage collection services are provided to approximately 4,080 households. Presently, garbage collection services are provided through a contract with an outside agency.

Data from FY2018-2019 is summarized below:

Additional data is available by contacting Public Works at 828-419-7202.

Approximate number of service locations: 4,254

	TOTAL FY18-19	
Tonnages		
Recycling	636.98	
Landfill- Residential & Commercial	2631.25	
Landfill- Tires	2	
Landfill- Yard waste	305.67	
Recycling Tons per Customer per Qtr	0.144015374	
Landfill- Res. & Comm. per Customer	0.5949	
Landfill- Tires per Customer	0.000452182	
Landfill- Yard waste Per Customer	0.0691	
Combined Landfill Waste per Customer	0.6645	
Combined Landfill Waste- Total per Month	2938.92	
	3575.9	Total Refuse & Recycling
	17.81%	% of Waste Recycled

Chapter 2 – Base Services

This chapter describes specific Base Service conditions for collecting garbage, recycling, white goods and yard waste. These conditions represent a uniform service to which all proposers may respond in their Base Proposal. In addition, the base proposals may include – at proposer’s option – prices for collection with processing of recycling and/or yard waste. The RFP also welcomes additional proposals that lay out alternatives to the Base Service conditions (see Chapter 3 – Alternative Proposals).

The Base Services are described below. Appendix A – Solid Waste Services Contract contains definitions for all terms and the details of service provision.

A. Service Collection Areas

A map of the current Town limits is available for review at Town Hall. All proposers should be familiar with the Town limits, including recently annexed areas, prior to making a proposal.

One contractor will provide collection services for all services.

B. Processing Areas

Along with the collection proposals, proposers may submit optional proposals for processing the recyclables and yard waste in Town.

C. Collection Services and Customers

Proposals must cover all collection services in Town. The Town designates four types of collection services:

- Garbage Can – Residential collection service can be requested by any customer, regardless of structure type or size. Residential and commercial collection service is limited up to two (2) receptacles with a capacity of not more than ninety-six (96) gallons **total** and not to exceed fifty (50) pounds each in weight when filled. The Town does not provide services for large commercial, industrial or manufacturing operations. The Town also does not provide dumpster services.
- Curbside Recycling – Residential and commercial collection service has served accounts regardless of structure type or size. Service is limited up to two (2) receptacles with a capacity of not more than ninety-six (96) gallons **total** and not to exceed fifty (50) pounds each in weight when filled. The town does not provide additional commercial recycling services. It is not available to commercial customers who have dumpsters for their refuse service. Weekly recycling collection is desired.
- Yard Waste – Yard waste collection service can be requested by any customer, regardless of structure type or size. Volume is limited to 8 cubic yards of material per request. The town does not accept tree removal (stumps logs, anything larger than 3 inches in diameter or 6 feet in length), any debris from tree removal, or lot clearing. Waste must be natural vegetation only and not building materials or treated wood. * RFP may quote brush removal separately or propose alternate brush removal plan. Contractor must dispose of all yard waste as such and not include it with garbage disposal.

- White Goods Collection – Residential collection service can be requested by any customer, regardless of structure type or size.

The Town also has available information on garbage, yard waste and recyclable contract tonnages for the past three-year period. Contact Tausha Millwood at Public Works for this information at 828-419-7202.

D. General Collection Requirements

The following general conditions apply to collection services under the Base Proposal:

1. All Waste Streams – Contractors will be responsible for collection of all residential garbage, bulky, items, yard waste, white goods and/or recyclables within Town.
2. Same Day Collection – Contractors will collect all residential garbage and recyclables within each collection route on the same day each week. Contractors are encouraged to continue the current day of the week for garbage collection wherever possible.
3. Container Location – Contractors will collect garbage and recycling primarily from curb locations. In addition, backdoor garbage, yard waste and recycling collection will continue to be provided to residents who are physically unable to place materials at the curb (currently 1% of customers). These backdoor collection services will continue to be available under the new contract.
4. Manner of Collection – Contractors will provide all services according to the specifications described in Appendix A – Solid Waste Collection and Processing Contract.

E. Garbage Collection

The following conditions apply to garbage collection under the Base Proposal:

1. Weekly Collection – Contractors will provide weekly collection of garbage from all can customers. Contractors will also provide weekly collection of garbage from commercial establishments with hand receptacles. Bulky items shall be picked up on the same day of the week as regular garbage pickup for each location.
2. Service Level – Contractors will monitor garbage service levels including excess materials.

3. Extra Garbage – Any customer who wishes to have the contractor make a special or extra pickup may contact the contractor to make arrangements. Any fees for special services not covered under this contract shall be payable to the contractor by that customer upon services delivered. The Town will not incur any costs for special services to residents or businesses not contracted through the Town.

F. White Goods Collection

The following conditions apply to white goods collection under the base proposal:

Weekly Collection - In the base proposal, contractors will provide weekly collection of white goods from all curb premises.

G. Bulky Item Collection

The following conditions apply to bulky item collection under the base proposal:

Weekly Collection - In the base proposal, contractors will provide weekly collection of bulky items from all curb premises.

H. Yard Waste and Leaf Collection

The following conditions apply to yard waste collection under the Base Proposal:

1. Weekly Collection – Contractors will provide weekly collection of yard waste year-round, in addition to separate collections for bagged leaves during peak season.
2. Bagged leaves will automatically be collected at curbside from October 1 through December 31, without needing to contact the town. The contractor will be required to maintain a collection schedule that monitors all streets in town at least twice weekly, more if determined necessary by the town. Contractor shall complete a daily route sheet (provided by the town) to document date and problem areas noted during pick-up. These are to be turned in to Public Works at the end of each collection day.
3. Yard waste and leaf collection shall not be combined with garbage collection.

I. Recycling Collection

The following conditions apply to recycling collection under the Base Proposal:

1. Weekly Collection – In the Base Proposal, Contractors will provide weekly collection of recyclable material from all curb premises.
2. Containers – The Town will supply up to two (2) receptacles with a capacity of not more than ninety-six (96) gallons each. (One for garbage and one for recycling). Additional receptacles may be purchased from the town. Blue recycling bags are prohibited. The contractor will be asked to distribute new containers to residents on an as-needed basis.
3. Recyclable Materials – Contractors will collect recycling in a single stream. Collectors are expected to maintain the current list of acceptable items currently collected by the Town. Public Works Department maintains a current list of acceptable items.

J. Street Receptacles

All Town owned street trash and recycling receptacles will be picked up three times per week (Monday, Wednesday and Friday) year-round. Bags are to be placed back in street receptacles by the Contractor. The Town shall furnish bags.

K. Non-Acceptable Refuse

The Town does not provide services for industrial or manufacturing operations. The Town also does not provide collection services for building materials, tires, car parts, hazardous waste (i.e. poisons, acids, caustics, chemical liquids, paints, and infectious materials), tree stumps, tree removal debris, or whole trees. The Town is also not responsible for picking-up large quantities of brush or waste resulting from lot clearing or tree removal. These services and/or waste streams must be collected, removed and disposed of by the property owner or through a private contractor or hauler.

The Town welcomes alternative proposals through this RFP process that would provide special programs or services for the non-acceptable refuse items. The Town also welcomes alternative proposals for yard waste removal.

L. Dumpster Service

Contractor shall provide and collect garbage from town owned dumpsters at the following locations on the following schedule:

Location	Size	Pickups per week	Day(s)
West St/Behind Police Department	8 yard	2	Tuesday/Friday

Lake Tomahawk/ Swimming	8 yard	2	Monday/Friday
Hwy 70/Public Works Facility	8 yard	1	Wednesday
Golf Course/ Ross Dr	8 yard	2	Monday/Friday
Recreation Park/ Rec Park Dr	8 yard	2	Monday/Friday
Town Hall	8 yard (OCC)	2	Tuesday/Friday
Carver	8 yard	1	Monday

During the annual Sourwood Festival, Contractor will provide and collect garbage/recycling from two (2) – eight (8) yard dumpsters, two (2) full size compactor trucks and four (4) personnel that are paid by the Contractor, two of which are available for a morning shift and two available for an evening shift, both Saturday and Sunday of the event. Contractor agrees to pick up refuse and recyclables after smaller festivals and special events, provided they are left in a mutually agreeable location for pick-up.

During the bi-annual Town-wide Clean-Ups, Contractor will collect garbage from roadsides.

Chapter 3 – Alternative Proposals

The Town welcomes alternative proposals for collection and processing, which result in a more efficient system, reduce environmental impacts, provide better customer service, and/or result in lower overall system costs.

The Town has chosen a two-prong approach for this RFP:

1. Requiring that all Proposals cover a prescribed Base Service level (described in Chapter II – Base Services) and,
2. Requesting Alternative Proposals to the Base Service level that would provide superior benefits to the Town and residents (described in this chapter).

Alternative Proposals can range from minor revisions to collection service to major system changes. The Town anticipates at least three general types of Alternative Proposals: alternative collection services, alternative transfer and processing systems, alternative

payment methods. Specific examples are provided below for illustrative purposes only and are not intended to be all-inclusive or preferred.

Alternative collection services:

The Town encourages proposed changes to the Base Services or contract specifications, which would lower proposal costs, increase recycling or increase customer satisfaction, such as:

- Variations in collection frequencies or methods of collection;
- A different mix of recyclables than identified in the Base Service level;
- Changing the manner of collection service or collection performance requirements to reduce overall price;
- Providing more services to customers without significantly increasing costs.

Alternative transfer or processing systems

The Town encourages proposed changes to transfer, processing or disposal that would lower total system costs, increase overall efficiency or increase diversion, such as:

- Use of transfer stations; or,
- Transferring recyclables, white goods or recyclables to alternate facilities.

Alternative payment methods

The Town encourages proposed changes to the method of contractor payment, such as:

- The method of base year payment;
- The levels or methods for fines or withholding payments, or
- The method of annual payments adjustment.

Evaluation of Alternatives

The Town is looking for Alternative Proposals that offer reduced overall system costs, superior system efficiency, improved customer service, and/or reduced environmental impacts. Instructions for submitting Alternative Proposals are provided in Chapter V- Proposal Instructions. Proposals will be evaluated specifically under the RFP principles in chapter 1 – Overview and the Evaluation Criteria in Chapter IV – Selection Process. If the Town concludes that an Alternative Proposal offers superior benefits, then the Town could require all finalists to propose a price for that alternative under Final And Best Offers.

Chapter 4 – Selection Process

The Town has developed a review process built on specific review phases and flexibility within the phases for selecting final and winning proposals. The Town has established specific criteria to guide the evaluation but does not anticipate using a weighted ranking system.

A. Proposed Schedule

List a schedule here.

B. RFP Distribution and Information

Request for Proposals will be advertised on the Town's website and in the Asheville Citizen-Times and distributed to a vendor list of contractors already on file for solid waste services. Contact information will be required from contractors prior to the distribution of the RFP. Questions posed by potential proposers and the Town's answers will be provided to all potential proposers.

C. Proposal Review

All proposals will be reviewed for clarity and completeness. Proposals must include: responses to all questions in Chapter VI and all completed forms in Chapter VII.

Proposals determined to be complete and responsive will be forwarded to the Evaluation Committee. The Town may request clarifying information and/or may choose to remove proposals from further consideration without seeking additional information. The Town may also require initial presentations. The Town reserves the right to reject any and all proposals.

D. Contractor Evaluation

Proposals will be evaluated by a Contractor Evaluation Committee (CEC), appointed by the Town Manager, and composed of individuals with possible legal, financial and solid waste management backgrounds. The committee may include outside consultants. The Manager retains the right to forgo the appointment of a committee and make sole determination as to the recommended award of the contract.

E. Solid Waste Priorities and Proposal Selection

The CEC will evaluate all proposals based on established solid waste management priorities. Each proposal will be evaluated on its responsiveness to improve the quality, efficiency and impacts of all residential solid waste services. Furthermore, the Town has identified specific principles, as listed in Chapter 1 – Background, to guide the CEC in selecting proposals that are responsive and innovative in supporting to the Town's values. Specifically, the Town desires residential collection and processing services that will provide:

- Minimum cost
- High quality of service
- Equitable levels of service for all customers
- New services desired by customers
- Minimum customer confusion and service disruption
- Competitive Proposer environment now and in the future
- Opportunities for service evolution
- Services based on container type instead of dwelling or customer type
- Opportunities for contractor innovation
- Reduced environmental impacts
- Optimal risk allocation

These values and principles help frame the overall priorities for the proposal evaluation and contract selection process.

F. Evaluation Criteria

The following criteria and the supporting Chapter VI – Proposal Questions – were developed to provide specific guidance to the Contractor Evaluation Committee (CEC) in understanding program priorities and selecting proposals that will best serve the goals and needs of the Town.

The evaluation criteria are divided into four categories:

- Proposer’s background and past performance
- Proposed operations
- Proposed program implementation, customer outreach and relations
- Total system price
-

The Town does not expect to use a weighted ranking to compare proposals.

1. **Proposer’s Background and Past Performance**– The Town seeks contractors with secure and reliable financial standing, limited past litigation problems, extensive and successful service delivery, state of the art equipment and communications, high customer and client satisfaction and a strong record of environmental compliance.

Specifically, proposers will be evaluated on: litigation history, financial strength, successful experience in other jurisdictions (or with the Town), customer complaint and resolution, references from jurisdictions in which the proposer operates, environmental performance, and clarity and responsiveness of the proposal.

2. **Proposed Operations** – As stated in the solid waste values and principles listed above, the Town seeks innovative and responsive proposals that improve system efficiency, keep costs down, allow improved access to services, meet customer needs, increase recycling diversion, reduce impacts on public and environmental health, and provide long-term service stability.

Specifically, proposers will be evaluated on how well they meet these goals and needs with the specific proposed systems, including: garbage collection vehicles, recycling and white goods collection vehicles, yard waste collection vehicles, relevant transfer operations; relevant yard waste facility operations; relevant recycle materials processing facility operations, utilization of Women and Minority Business Enterprises and small businesses; and employment practices.

3. **Proposed Program Implementation, Customer Outreach and Relations** – the Town seeks proposals that would proactively address customer needs, minimize customer confusion and complaints and increase recycling and yard waste diversion.

Specifically, proposers will be evaluated on: workability of proposed implementation and service plan, experience with other implementations, plan for providing public information to residents, samples of public information, flexibility to change plan as needs arise, strategies for increasing diversion through recycling and yard programs, and proposed performance standards and monitoring for customer relations and quality of service.

4. **Total System Price** – The Town seeks proposals that will provide the lowest overall system costs, including the collection, transferring and processing of all waste streams.

Specifically, proposals will be evaluated on: proposed service prices, total system costs, and viability of financial projections.

G. Interviews and Presentations

The Town has the option of requesting presentations by proposers during proposal review. Interviews will be conducted in closed meetings, but any presentations to the Town Board of Aldermen are required to be in open meetings.

H. Town Investigation and Inspections

The Town reserves the right to make independent investigations as to the qualifications of the proposer. Such investigation may include site visits to existing operations, background checks for pending or past litigation, reference checks etc.

I. Final and Best Offer

After selecting finalists, the Town may request Final and Best Offers in response to revised service and system options. The final and best request is at the Town's option.

J. Evaluation Committee's Recommendation

Upon completion of its evaluation, the Evaluation Committee will make its recommendation to the Town of Black Mountain Board of Aldermen. The recommendation may include negotiating with those proposers, which demonstrated the best match with the evaluation criteria or to reject all proposals.

K. Public Documents and Disclosure

While the Town has no plans to publish proposals and other information provided by a proposer, pursuant to State Law, the Town may be required to publicly disclose to third parties any proposals and materials submitted by proposers. In order to preserve the integrity of the procurement process, it is the Town's intent to release no information prior to the conclusion of the procurement process unless ordered to do so by law.

The Town will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

L. Reservations and Limitations

1. **Authority to Accept or Reject Proposals** – The Town reserves the following rights: to reject all proposals; to discontinue its negotiations after commencing negotiations with a finalist, if progress is unsatisfactory, and commence discussions with another proposer; to contract with those finalists, who in combination produce the most advantageous result; to accept and negotiate proposals to collect and/or process garbage, yard waste, white goods and recyclables or any combination that is determined to be best for the Town.
2. **Proposer's Self Reliance** – Proposers are expected to be knowledgeable about the structures to be served, to understand the Town's terrain, streets and alleys, and locations for containers used for garbage, yard waste, white goods and recyclables. Proposes are expected to determine the appropriate equipment to provide the required services.
3. **Proposer's Responsibility for Costs** – The Town will not reimburse any proposer for any costs involved in the preparation and submission of proposals, in making an oral presentation or in contract negotiations.
4. **Submission of Proposal** – For purposes of evaluation and award, all bids shall remain firm for no less than sixty (60) days and no more than one-hundred and

twenty (120) days. The successful bidders pricing shall be firm for a period of four years upon award with option to renew for additional two (2) one-year terms.

Chapter 5 – Submitting Proposals

All submitted proposals are required to cover the collection and disposal/recycling of garbage, yard waste, recyclables and/or white goods.

1. **Deadline** – All proposals, with all required copies, must be received by the Town Manager, Josh Harrold, at the address listed on Summary Page, on or before **3:00 p.m. on Monday, February 3, 2020.**
2. **Copies** – Proposers will compile and submit one signed original plus two (2) collated copies of their proposal. Please use recycled paper and double-sided printing. You may make a machine reproduction of any forms and submit the reproduced forms with your proposal. An electronic copy is also appreciated.
3. **Format** – Proposals must respond to all required and relevant questions (see Chapter 6 – Proposal Questions) and complete all required and relevant forms (see Chapter 7 – Proposal Forms). Proposers will list each evaluation question before the corresponding response and maintain the order and numbering of the questions from the RFP. Completed forms should be included at the end of each relevant section, as described below. **All proposals must be clearly organized and labeled in seven separate sections:**

Section 1. Summary

In Section 1 of the Proposal, Proposers will briefly outline:

- The strengths of the proposer,
- The Base Service proposal,
- Any Alternative proposals,
- The benefits of the proposed services.

Section 2. Certification

In Section 2, proposers will complete, sign, and authorize **Form 1 - Proposers Commitment and Form 2- Surety's Intent.**

Section 3. Background

In Section 3, proposers will describe ownership, key staff, and past performance, including:

- a) Responses to all background questions in **Chapter 6 – Proposal Questions, Section A** and
- b) **Forms 3 and 4** listing a key contact and describing principle staff.

Section 4. Proposed Operations for Base Services

In Section 4, proposers will describe the relevant proposed operations, equipment, staff and facilities, including:

- a) Responses to all operations questions in **Chapter 6 – Proposal Questions – Section B**;
- b) **Form 5** describing proposed vehicles and operations; proposed facility use (if applicable); and
- c) **Form 6** describing all subcontracted operations (if any).

Section 5. Proposed Implementation and Customer Relations

In Section 5, proposers will describe proposed outreach, communication methods, and enforcement, including complete responses to all questions in **Section C of Chapter 6 – Proposal Questions**. You will use **Form 7** to do this.

Section 6. Proposed Prices for Base Services

In Section 6, proposers will list all required prices and any desired optional prices, including:

- a) Any narrative required explaining prices;
- b) **Form 8** with all collection prices and any desired processing prices;

Section 7. Proposed Alternatives

In Section 7, proposers will complete the following components for each alternative proposal;

- a) Narrative description of the proposed alternative;
- b) Complete prices on **Form 8** and any additional prices and/or narrative to fully explain the proposed costs and savings,; and
- c) Responses to any and all questions or forms that would be different from the Base Proposal response.

Chapter 6 – Proposal Questions

The evaluation questions must be answered for all proposals. The questions were developed to directly support proposal evaluation and the evaluation criteria. Please read the evaluation criteria to fully understand the Town's priorities in evaluating proposals and selecting a contractor.

This entire set of questions must be completed for your base proposal. For any alternative proposals, provide new responses when the response would differ from the base proposal.

List or reference the question before each answer. An answer to a question may refer to a document or page where the information may be found without repeating it, provided that any document referred to must be submitted with the proposal. A cross-reference may be made if the answer to one question also appears in an answer to another.

A. Background and Past Performance

The Town wishes to enter into a long-term stable relationship with a collection firm that shares the collection principles outlined in Chapter 1 – Overview. Therefore, we are seeking contractors with secure and reliable standing, limited past litigation problems, extensive and successful service delivery, state of art equipment and management, high customer and client satisfaction and a strong record of environmental compliance.

1. **Proposer and Surety Commitment** – Complete **Form 1** and **Form 2** acknowledging commitments regarding this proposal and potential ensuing contracts.
2. **Contact Information** – Complete **Form 3** regarding the company and partners.
3. **Key Employees** – Complete **Form 4** with background on key employees for the proposer and all subcontractors.
4. **Litigation History** – Explain in detail any and all litigation within the past five years involving any company, partner, holding company, or subsidiary in this venture, or any corporate officer, including litigation: arising out of performance of a solid waste or recycling collection contract; arising from or connected with violation of state or federal anti-trust laws; or arising from or connected with allegation of corrupt practices.
5. **Financial Strength** – Attach a balance sheet, income statement and statement of the sources and uses of funds for the most recent operating year for each of the proposing firms or the proposing joint venture. If the proposing entity is a new joint venture with insufficient history for requisite financial statements, then submit financial statements for each company in the joint venture. If the proposing entity is a new venture with insufficient history for requisite financial statements, then submit a business plan with financial support. If proposers wish to protect any of these statements from public disclosure, they should clearly label the statements as proprietary.
6. **Operational Experience** – Answer questions **a** through **d** below, describing your firm's relevant experience. For each question provide the following detailed information: duration of the program; collection systems; annual tonnage; number of structures and units served; problems in establishing and providing service; experience in implementing changes; actions taken to resolve problems; experience in providing customer service; average daily complaint rate (including missed collections); evidence of customer and jurisdiction satisfaction; and reference contacts at jurisdiction.
 - a) Residential garbage collection from cans and/or containers.
 - b) Residential collection of yard waste
 - c) Residential collection of recyclable materials

- d) Collection of residential and/or commercial garbage as a contract collection firm.
7. **Environmental Performance** – The Town desires to partner with a contractor that has a strong environmental record and that has experience in solving environmental issues in a timely manner. Therefore, describe any regulatory complaints or violations related to your solid waste operations received within the last five years. Provide evidence of successful mitigation of environmental and community impacts from your solid waste operations.

B. Operations

The Town seeks innovative and responsive proposals that improve system efficiency, keep costs down, allow flexible and increased access to services, meet customer needs, reduce impacts on public and environmental health, and provide long-term service stability.

1. Garbage collection from cans

- a) Describe proposed collection vehicles and procedures for collecting garbage.
- b) List your experience with this type of collection system.

2. Yard waste collection

- a) Describe proposed collection vehicles and procedures for collecting yard waste.
- b) List your experience with this type of collection system.

3. Recycling Collection

- a) Describe proposed collection vehicles and procedures for collecting recycling.
- b) How do you plan to assure increased participation in the Town recycling program?
- c) List your experience with this type of collection system.

4. White Good Collection

- a) Describe proposed collection vehicles and procedures for collecting white goods.
- b) Please explain in detail how you will comply with current chlorofluorocarbon (CFC) regulations as they pertain to white goods collection and processing.
- c) List your experience with this type of collection system.

5. Collection staff training

What are your minimum training and experience requirements for collection personnel as it applies to all proposed categories of collection? Describe your safety training program(s).

6. Collection procedures enforcement

The contract specifications place particular emphasis on the manner in which material is collected, including placing lids back on or in containers and putting containers back where they were placed before collection in a neat and orderly manner, after they are emptied. Please describe the training and corrective measures you will employ with collection personnel to ensure that containers are not abused and are replaced properly. What tracking or monitoring mechanism will you use to ensure that collection personnel are following proper procedures?

7. Enforcing service levels

Please provide us with a detailed description of monitoring procedures you would use to ensure that your collection personnel are enforcing adequate service levels. How do you plan to accurately account for and verify the amount of solid waste (garbage, recycling, white goods and/or yard waste) generated in Town? What role will the Town play in enforcement or monitoring of service levels?

8. Materials or Service Rejection

Please provide details about how your company will respond to rejection of materials and describe how the rejection of materials will be handled including options for the customer to take to correct the action. Examples may include recycling bin contains garbage, yard waste is unacceptable size, or waste container is too heavy to move or contains hazardous waste.

9. Environmental and neighborhood impacts

The Town is interested in ensuring that the environmental and neighborhood impacts of collection are minimized. Specific concerns include traffic, noise, odor, leachate from vehicles or contents and other air quality impacts. Please describe how these impacts will be mitigated and any other strategies for protecting environmental quality, such as clean fuels, etc.

10. Collection facilities

Describe the facilities where you propose to site and maintain your vehicles, store inventories, and perform any other functions (i.e. administration, billing) to support your garbage, yard waste, white goods and recycling collection operations. Please provide location(s) and indicate the status of any permits that these facilities require from regulatory agencies. Have your facilities been found in violation of any

permits or other regulatory requirements? If so, what was the permit or regulatory infraction and how was it resolved?

Transfer

Base proposals do not need to include transfer of materials. However, if any proposals include transfer, then describe fully the proposed transfer system.

Processing and Marketing

Proposals may not need to include processing and marketing of materials. However, if a proposal includes processing and marketing of yard waste recycling or white goods, please answer the following questions.

- a) Describe your proposed processing facility, methods and operations.
- b) Describe past operating experience with the processing method you would use for handling materials received under the contract.
- c) Describe specific arrangements for back up handling of material in the event of excess peak loads, site problems, etc.
- d) Describe your past experience and your proposed marketing plans of finished products for yard waste; each recyclable material; and white goods.

Subcontractor Operations

Please complete **Form 6**, listing each subcontractor (if any), the work to be performed on the contract, and the dollar amount of the work.

C. Customer Implementation, Outreach and Relations

The Town seeks proposals that would proactively address and minimize customer confusion and complaints in both the short and long-term.

Coordination of Implementation

Minimizing disruptions and changes in collection services during implementation (for any existing waste streams affected) is of paramount importance in this transition. Your responses below should address your strategies for minimizing customer concerns and confusion.

1. **Initial collection schedule** – Describe your proposed process for changing collection frequencies and changing the days of collection for all services. Describe the stages and timeline for these changes, including any arrangements necessary with the existing contractor. Describe proposed strategies for minimizing changes in collection days and frequencies from the current contract.

2. **Communication with Town** – It will be extremely important for the contractor to keep the Town informed of the status of implementation, any proposed changes to the implementation plan and to work with Town staff in resolving problems. Therefore, describe your proposal for communicating with Town staff to keep them adequately informed of implementation progress, problems, your attempts to solve problems and to elicit Town staff assistance in solving service related problems.

Implementation Public Information

The contractor is responsible for informing customers of any changes in their collection day; for providing information on how to use services delivered by the contractor; what materials can and cannot be recycled; how material is to be prepared; collection frequency, and other related information.

- a) Describe methods you would use to inform residents of solid waste services and changes.
- b) Describe programs you would use for enhancing publicity and education of the public.
- c) Describe your expectations of the Town in helping to keep customers informed of changes.

Program Participation

- a) How would your proposal help the Town meet a goal of increasingly diverting waste through recycling, and providing waste reduction programs?
- b) What measures do you propose to increase awareness, reduce concerns, and increase participation and diversion?

On-Going Customer Relations

Repeat customer complaints, or complaints not resolved in a timely manner are of special concern to the Town. Therefore, please propose contract language which could include significant penalties for repeat complaints.

Customer Communication

Describe the procedures you would use and the information you would provide in addressing customer problems, such as service concerns or contamination.

Occasionally there are disputes between collection drivers and the public. What kind of training do you provide your collection personnel to avoid these types of problems? What disciplinary measures will you take if your collection personnel are rude or abusive toward the public?

D. Price Proposals

The Town seeks proposals that will provide the lowest overall system costs. For base proposals, provide all required prices and any optional prices that are desired on **Form 8**. For alternative proposals, provide relevant prices on **Form 8** and any additional prices and/or narrative to fully explain the proposed costs and savings.

Chapter 7 – Proposal Forms

Proposers should organize all completed forms in the format outlined in Chapter 5, Section B Submitting Proposals.

Proposers must complete all required and applicable forms for their Base Proposal:

Certification forms include (signature and authorization required):

- Form 1 Proposer Commitment (required); and
- Form 2 Surety Intent (required).

Background forms include:

- Form 3 Proposal Contact (required); and
- Form 4 Principal Staff (required)

Operations forms include:

- Form 5 Collection Operations (including all collection services);
- Form 6 Subcontracted Operations
- Form 7 Customer Implementation, Outreach and Relations

Price forms include:

- Form 8 Service Prices

For Alternative Proposals, Proposers must complete separate versions of Form 8 Service Prices and any Operations forms that would have different responses than the Base Proposal.

Form 1
Proposer Commitment

STATE OF _____)
)
COUNTY OF _____)

I, _____ of the City of _____, in the
County of _____ and State of North Carolina, of full age, being
duly sworn on oath depose and say that:

I am _____ of the firm of _____,
the Proposer making the Proposal for Solid Waste Services, and that I executed
the said Proposal with full authority so to do; that said Proposer has not, directly
or indirectly, entered into any agreement, participated in any collusion, or
otherwise taken any action in restraint of free, competitive bidding in connection
with the Services; that all statements contained in said Proposal and in this
affidavit are true and correct, and made with full knowledge that the Town of
Black Mountain relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding Contract(s) for the
said Services.

I understand the Proposal requirements and the contract specifications and has
based its Proposal on the provisions and specifications detailed in this Request for
Proposals.

I have submitted all Proposal Forms which are incorporated into this Proposal by
this reference.

I further certify:

- a. that neither the Proposer nor any member of the Proposer's team is
currently suspended or debarred from doing business with any government entity;
- b. that the Proposer has reviewed all of its engagements and pending
engagements and that, in making this Proposal, no potential for conflict of interest
or unfair advantage exists;
- c. that the information supplied by the Proposer in this Proposal is
current, truthful and complete;

Having carefully examined the Project Documents comprising the RFP and all
other documents bound therewith, together with all Addenda thereto, all
information made available by the Town, and being familiar with the work and
the various conditions affecting the work, the undersigned hereby offers to furnish
all labor, vehicles, facilities, equipment, supplies and things necessary or proper
or incidental to the contract operations as required be and in strict accordance
with the applicable provisions of this RFP and of all Addenda issued by the
Town.

I acknowledge receipt of addenda:

Addenda Number

Addenda Date

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

_____.

Signature of Proposer

Note: If this Proposal is being **submitted by a corporation**, the Proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to be the secretary. A certificate of the secretary of the corporation evidencing the officer's authority to execute the Proposal shall be attached. If this Proposal is being **submitted by a joint venture**, it shall be executed by all joint venture Partners, and any Partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.

(NOTARY PUBLIC)

State of _____

County of _____

On this _____ day of _____, 2020, before me appeared _____, personally known to me to be the person described in and who executed this _____ and acknowledged that (he/she) signed the same freely and voluntarily for the uses and purposes therein described.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Notary Public

Name Printed

My Appointment Expires _____

(seal)

Form 2
Surety Intent

TO: Town of Black Mountain

We have reviewed the Proposal of _____
of _____
(Contractor)
(Address)

for the following contract:

Town of Black Mountain
Solid Waste Services

We understand that Proposals will be received until _____ on _____, 2020 and wish to advise that should this Proposal be accepted and the Contract awarded to the Contractor listed above, it is our present intention to become surety on the Performance bond required by the Contract.

Any arrangement for the Bonds required by the Contract is a matter between the contractor and ourselves and we assume no liability to the owner or third parties if for any reason we do not execute the requisite bonds.

We are duly licensed to do business in the State of North Carolina.

Dated: _____ By: _____
Name of Surety

(seal) _____
Name of Signatory and Title

Signature

Form 3
Proposal Contact

a) **Company:** _____
Home office address: _____
City: _____ State: _____ Zip: _____

Local office address (if any): _____
City: _____ State: _____ Zip: _____

b) **Contact person for this Proposal:**
Name: _____ Phone: _____
Title: _____ Fax: _____
Address: _____ E-Mail: _____
City: _____ State: _____ Zip: _____

c) **Partners and major subcontracting companies** (information on subcontractors must also be provided on **Form 9 Subcontracted Operations**).

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

Company: _____
Owner: _____ Phone: _____
Role in contract: _____

**Form 4
Principal Staff**

a) Proposer

Principal Officers	Title
_____	_____
_____	_____
_____	_____
_____	_____

Principal individuals responsible for Black Mountain	Title
_____	_____
_____	_____
_____	_____

b) Partners and subcontractors

Principal Officers	Title	Company
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Principal individuals responsible for Black Mountain	Title	Company
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please attach an organization chart or other means of explaining the interrelationships between the contractor, sub-contractors and team members.

Form 5
Operations- Collection Service

- 1) **Garbage collection-** Describe your proposed collection vehicles and procedures for collecting garbage and list your experience with this type of collection system
- 2) **Collection staff training-** What are your minimum training and experience requirements for collection personnel? Describe your safety training programs.
- 3) **Collection procedures enforcement-** The contract specifications place particular emphasis on the manner in which material is collected, including placing lids back on or in containers and putting containers back where they were placed before collection in a neat and orderly manner, after they are emptied. Please describe the training and corrective measures you will employ with collection personnel to ensure that containers are not abused and are replaced properly. What tracking or monitoring mechanism will you use to ensure that collection personnel are following proper procedures?
- 4) **Enforcing service levels-** Please provide us with a detailed description of monitoring procedures you would use to ensure that your collection personnel are enforcing adequate service levels. How do you plan to accurately account for and verify the amount of solid waste (garbage, recycling, white goods and/or yard waste) generated in Town? What role will the Town play in enforcement or monitoring of service levels?
- 5) **Materials or Service Rejection-** Please provide details about how your company will respond to rejection of materials and describe how the rejection of materials will be handled including options for the customer to take to correct the action. Examples may include recycling bin contains garbage, yard waste is unacceptable size, or waste container is too heavy to move or contains hazardous waste. Please answer for all collection streams (refuse, yard waste, recycling and white goods).
- 6) **Environmental and neighborhood impacts-** The Town is interested in ensuring that the environmental and neighborhood impacts of collection are minimized. Specific concerns include traffic, noise, odor, leachate from vehicles or contents and other air quality impacts. Please describe how these impacts will be mitigated and any other strategies for protecting environmental quality, such as clean fuels, etc.
- 7) **Collection facilities-** Describe the facilities where you propose to site and maintain your vehicles, store inventories, and perform any other functions (i.e. administration, billing) to support your garbage, yard waste, white goods and recycling collection operations. Please provide location(s) and indicate the status of any permits that these facilities require from regulatory agencies. Have your facilities been found in violation of any permits or other regulatory requirements? If so, what was the permit or regulatory infraction and how was it resolved?
- 8) **Transfer-** Base proposals do not need to include transfer of materials. However, if transfer of materials is a component of your proposal, then describe fully the proposed

transfer system. Please do so for all collection streams (refuse, yard waste, recycling and white goods).

9) **Yard waste collection-** Describe proposed collection vehicles and procedures for collecting yard waste.

10) **Yard waste experience-** List your experience with this type of collection system.

11) **Recycling Collection-** Describe proposed collection vehicles and procedures for collecting recycling.

12) **Supporting Recycling Efforts-** The Town has experienced a higher level of recycling participation over the past three years. How do you plan to assure increased participation in the Town recycling program?

13) **Recycling Experience-** List your experience with this type of collection system.

14) **Recycling Education-** Please give examples of education materials that you have developed and distributed to residents. Describe your method(s) for educating the public about your collection system and the benefits of recycling.

15) **White Good Collection-** Describe proposed collection vehicles and procedures for collecting white goods.

16) **White Goods Compliance with Applicable Laws-** Please explain in detail how you will comply with current chlorofluorocarbon (CFC) regulations as they pertain to white goods collection and processing.

17) **White Goods Experience-** List your experience with this type of collection system.

18) **Collection Facilities-** Describe the facilities where you propose to site and maintain your vehicles, store inventories, and perform any other functions (i.e. administration, billing) to support your garbage, yard waste, white goods and recycling collection operations. Please provide location(s) and indicate the status of any permits that these facilities require from regulatory agencies. Have your facilities been found in violation of any permits or other regulatory requirements? If so, what was the permit or regulatory infraction and how was it resolved?

Form 6
Subcontracted Operations

Please use this form to describe all subcontracted operations in detail.



Form 7
Customer Implementation, Outreach and Relations

Coordination of Implementation

Minimizing disruptions and changes in collection services during implementation (for any existing waste streams affected) is of paramount importance in this transition. Your responses below should address your strategies for minimizing customer concerns and confusion.

1. **Initial collection schedule** – Describe your proposed process for changing collection frequencies and changing the days of collection for all services. Describe the stages and timeline for these changes, including any arrangements necessary with the existing contractor. Describe proposed strategies for minimizing changes in collection days and frequencies from the current contract.
2. **Communication with Town** – It will be extremely important for the contractor to keep the Town informed of the status of implementation, any proposed changes to the implementation plan and to work with Town staff in resolving problems. Therefore, describe your proposal for communicating with Town staff to keep them adequately informed of implementation progress, problems, your attempts to solve problems and to elicit Town staff assistance in solving service related problems.

Implementation of Public Information

The contractor is responsible for informing customers of any changes in their collection day; for providing information on how to use services delivered by the contractor; what materials can and cannot be recycled; how material is to be prepared; collection frequency, and other related information.

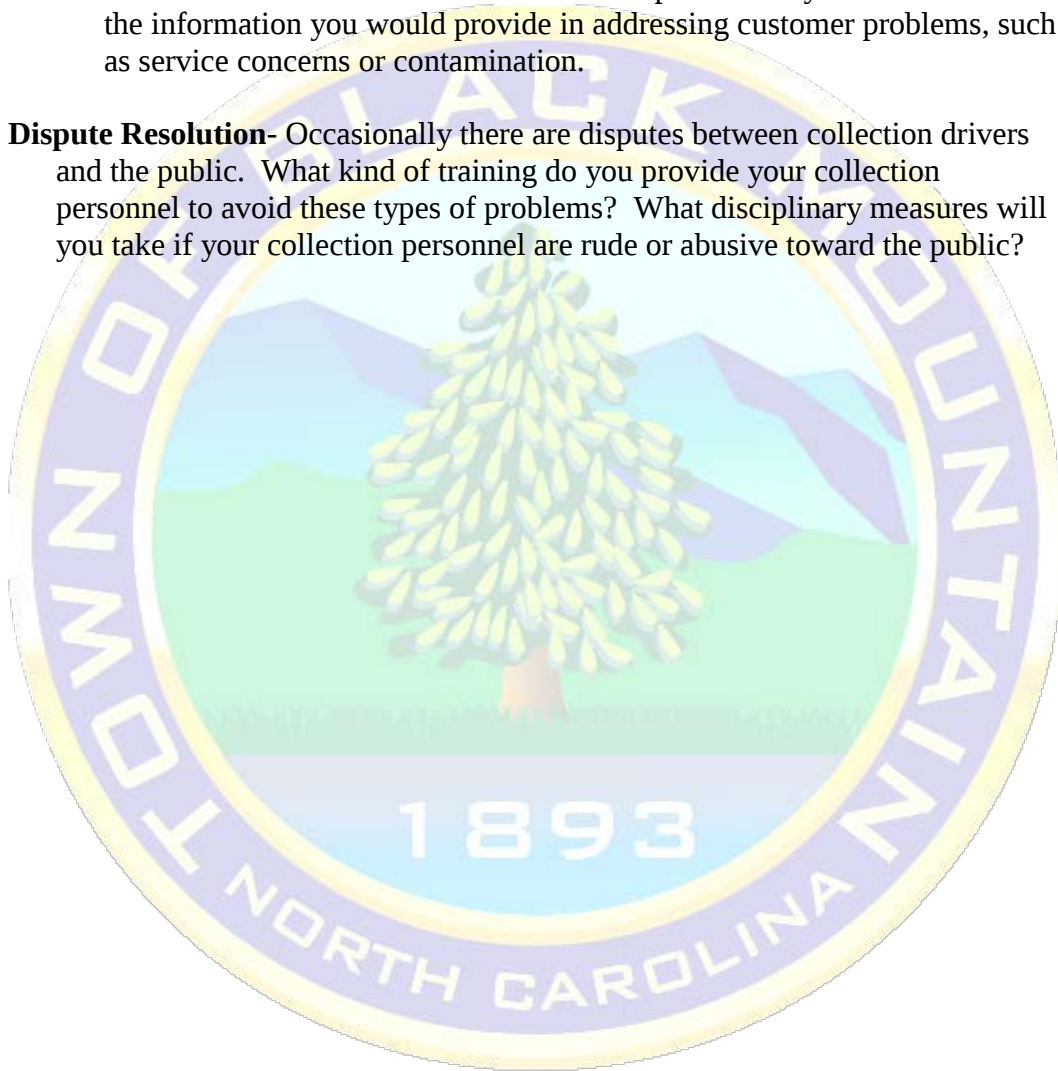
1. **Changes-** Describe methods you would use to inform residents of solid waste services and changes.
2. **Publicity and Education-** Describe programs you would use for enhancing publicity and education of the public.
3. **Expectations of the Town-** Describe your expectations of the Town in helping to keep customers informed of changes.

Program Participation

1. **Diversion of Waste-** How would your proposal help the Town meet a goal of increasingly diverting waste through recycling, and providing waste reduction programs?

2. **Increase Awareness-** What measures do you propose to increase awareness, reduce concerns, and increase participation and diversion?
3. **On-Going Customer Relations-** Repeat customer complaints, or complaints not resolved in a timely manner are of special concern to the Town. Therefore, please propose contract language which could include significant penalties for repeat complaints.
4. **Customer Communication-** Describe the procedures you would use and the information you would provide in addressing customer problems, such as service concerns or contamination.

Dispute Resolution- Occasionally there are disputes between collection drivers and the public. What kind of training do you provide your collection personnel to avoid these types of problems? What disciplinary measures will you take if your collection personnel are rude or abusive toward the public?



**Form 8
Service Costs**

Base Service Proposal	Year 1	Year 2	Year 3	Year 4
Collection Prices				
Garbage				
Recycling				
Yard Waste				
White Goods				
Transportation Prices				
Garbage				
Recycling				
Yard Waste				
White Goods				
Disposal Prices				
Garbage				
Recycling				
Yard Waste				
White Goods				
Total Costs				

Appendix A
Solid Waste Services Contract

The following contract serves as a template for a typical contract for service between the Town and contractor. It may be modified by both parties in mutual agreement. It should be used as a guide by proposing firms. Services listed in the contract that are not specifically enumerated in the RFP should be considered desirable and the contractor should give serious consideration to including such services in their proposal.

SERVICE FOR GARBAGE REMOVAL
STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE

THIS CONTRACT, made and entered into this the ____ day of _____, 2020 by and between the Town of Black Mountain, a North Carolina Municipal Corporation (hereinafter referred to as TOWN), and Contractor, (hereinafter referred to as CONTRACTOR) is to provide for the collection and disposal of residential and commercial garbage and the collection and processing of residential and commercial yard waste and white goods and residential and commercial recyclables. Actual collection services will begin October 1, 2020 and continue for a term of four years, ending at midnight September 30, 2024.

WITNESSETH:

WHEREAS, the Contractor is in the business of providing garbage and recycling removal services and has the ability, facilities and desire to provide such service to the Town.

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto agree as follows:

ENGAGEMENT OF CONTRACTOR

The Town engages and retains the Contractor to perform the work as provided in this contract. The work shall consist of all the staffing, supervision, materials, equipment, labor and all other items, and all costs, fees, and expenses associated with the same, necessary to complete the work to be performed by the Contractor hereunder. The Contractor shall perform all such work in a competent, qualified, diligent and efficient manner.

The Town and Contractor agree that in the performance of this contract, the Contractor shall be acting as an independent contractor on its own behalf and on behalf of the Town. Nothing herein shall constitute or construed to be or create a partnership, agency, joint

venture or other similar relationship between the Town and the Contractor. The Contractor agrees that it will not represent to anyone that its relationship to the Town is other than that of independent contractor, and the Town and the Contractor may so inform any parties with whom they deal and may take any other reasonable steps to carry out the intent of this section. The Contractor shall be fully solely responsible for its own acts and omissions and those of its employees, officers, agents, and subcontractors.

That for the purposes and subject to the terms and conditions hereinafter set forth, the Town agrees to and with the Contractor and the Contractor agrees with the Town as follows:

Section 1. Definitions.

1. Residence - any structure used as a dwelling place by a single family home or a multi-family unit within the corporate limits of the Town requiring curbside collection.
2. Commercial Establishment - any office or business, retail, wholesale, institutional, religious, or governmental establishment, exclusive of residences as described above, which may generate garbage or other refuse.
3. Garbage - any waste generated at a household, single family or multi-family residence subject to putrefaction or originating within the residential establishment.
4. Refuse - any waste from packaging or office waste, exclusive of manufacturing, industrial waste.
5. Yard Waste – plant material (leaves, grass clippings, tree branches and brush, flowers and shrubbery trimmings) debris commonly thrown away in the course of maintaining yards and gardens.
6. Bulky Items - items to be included but not limited to: boxes, items of furniture, chairs, tables, couches, mattresses, cabinets, dressers etc. (This item and other parts of this contract involving bulky items may be redefined and renegotiated in the event the contractor is prohibited from placing these items in the Buncombe County Landfill.)
7. Construction Materials - any waste from packaging exclusive of manufacturing, industrial waste, building construction materials or demolition operations.
8. Recyclables - aluminum cans, steel cans, milk jugs and other bottles marked on the bottom with a number 1 thru 7, glass bottles and jars (clear, brown and green), corrugated cardboard, newspapers including all inserts, magazines and telephone books. Mixed paper consisting of junk mail, cereal boxes, laundry boxes, etc., deposited into a blue recycling bag and tied or an 18-gallon recycling bin.

9. Hazardous Waste – waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State Law. For purposes of this Contract, the term Hazardous Waste shall also include motor oil, gasoline and wet paint cans.
10. White Goods - appliances, including but not limited to, stoves, refrigerators, freezers, washers, dryers, dishwashers, trash compactors, television sets, hot water heaters, furnaces and window air conditioners, etc. (This item and other parts of this contract involving white goods may be redefined and renegotiated in the event the contractor is prohibited from placing these items in the Buncombe County landfill.)
11. Route – portion of the Town in which the Contractor provides collection services.

Section 2. Collection Services.

The Contractor shall provide all collection and disposal services called for in this Contract within the Town of Black Mountain.

1. Residential collection of up to six – thirty (30) gallon regulation garbage cans or equivalent shall be provided once per week at curbside or at the edge of the vehicular travel way as practicable without interfering with or endangering the movement of vehicles or pedestrians. Exception to be made for certain aged or infirm persons who are unable to carry cans to the street, in which case the garbage shall be picked up at the residence. Bulky items to be included but not limited to boxes, items of furniture, chairs, tables, couches, mattresses, cabinets, dressers etc. shall be picked up on the same day of the week as the regular garbage pickup for each location.
2. Hand-load commercial collection shall be provided once per week, with up to eight, thirty (30) gallon regulation garbage cans (or equivalent) per pickup. Any commercial establishments producing more than eight, thirty (30) gallon cans, once per week, will not be serviced by this contract. Bulky items to be included but not limited to bulk items, boxes, items of furniture, chairs, tables, televisions sets, couches, mattresses, cabinets, dressers etc. shall be picked up on the same day of the week as the regular garbage pickup for each location.
3. Contractor shall have the right to enter into contracts with any resident or commercial establishment for any service not provided by this contract. The Contractor will be solely responsible for collecting any surcharge for this service.
4. No service will be provided for construction or building materials (i.e. roofing, masonry, lumber), hazardous waste (i.e. poisons, acids, caustics, chemical liquids,

wet paints, and infectious materials), automobile parts, tires, tree stumps, whole trees or batteries.

5. Contractor shall provide every other week collection of recyclable materials from blue bags or 18-gallon bins.

Section 3. Yard Waste Collection.

1. Contractor shall remove as much as eight (8) cubic yards of yard waste per week, per residence on a schedule. Eight yards is equivalent to 7 feet long, 6 feet high and 6 feet wide. Limbs shall be cut in 6 foot lengths or less, and be no larger than 3 inches in diameter. This section of the contract covers yard waste produced from general tree trimming, yard and garden maintenance. Plant material (bagged leaves, grass clippings, flowers and shrubbery clippings shall be collected at curbside (not in the street) and be contained in garbage receptacles, boxes or plastic bags. Tree branches and brush shall also be collected at curbside (not in the street). At no time shall the Contractor be responsible for the collection of yard waste produced from lot clearing or tree removal, nor any dirt, rocks, tree stumps or roots. Christmas trees will be eligible for collection as yard waste provided all decorations have been removed. Items shall be removed upon request each week on the specified day or days (See Appendix A). The Contractor will provide separate collection within two (2) working days of Town notification.

The Town and Contractor may by mutual agreement in writing establish other reasonable specifications regulating the size, quantity, configuration and placement of yard waste eligible for collection.

2. Contractor shall provide weekly pick-ups for bagged leaves to all residents and commercial establishments. The contractor shall be responsible for collecting bags up to forty (40) gallons in size. To promote consistency, Contractor will make every attempt to assign permanent staff during leaf season. The leaf truck shall run at least twice weekly, more if determined necessary by the Town, during the peak times of October 1 through December 31. Leaf truck operation will be between the hours of 7:00 a.m. and 6:00 p.m. The Contractor shall notify the Town by 9:00 a.m. each day if the leaf truck is not operational. The Town shall also be notified immediately should there be a deviation in the outlined schedule. During such instances, the Contractor shall submit a makeup schedule to be approved by the Town. Contractor shall complete a daily route sheet (provided by the Town) to document date and problem areas noted during pick-up. Daily route sheets shall be submitted to the Town each afternoon by 5:00 p.m. Contractor shall at all times have a back up truck for this service. Contractor shall distribute notifications regarding problem pick-ups. Contractor shall be responsible for properly disposing of all bags. Contractor is prohibited from incorporating yard waste in garbage.

Section 4. White Goods.

White Good appliances, including but not limited to, stoves, refrigerators, freezers, washers, dryers, dishwashers, trash compactors, television sets, hot water heaters, furnaces and window air conditioners, etc., shall be removed upon request each week on the specified day (See Appendix A). The contractor will provide separate collection within two (2) working days of Town notification. White good collection and disposal shall be provided to residential and hand-loaded commercial customers.

Section 5. Street Receptacles.

All Town owned street trash and recycling receptacles will be picked up three times per week (Monday, Wednesday and Friday) year-round. Bags are to be placed back in street receptacles by the Contractor. The Town shall furnish bags.

Section 6. Dumpsters.

Contractor shall provide and collect garbage from dumpsters at the following locations on the following schedule:

Location	Size	Pickups per week	Day(s)
West St/Behind Police Department	8 yard	2	Tuesday/Friday
Lake Tomahawk/ Swimming Pool	8 yard	2	Monday/Friday
Black Mtn. Ave/ Public Works Facility	8 yard	1	Wednesday
Golf Course/ Ross Dr	8 yard	2	Monday/Friday
Recreation Park/ Rec Park Dr	8 yard	2	Monday/Friday
Town Hall	8 yard (OCC)	2	Tuesday/Friday
Carver	8 yard	1	Monday

If it would appear to a reasonable person that the Contractor is not picking up garbage from dumpsters according to the above schedule, and after reasonable notice, the Contractor will receive a penalty of \$100 per incident.

During the annual Sourwood Festival, Contractor will provide and collect garbage/recycling from two (2) – eight (8) yard dumpsters, two (2) full size compactor trucks and four (4) personnel that are paid by the Contractor, two of which are available for a morning shift and two available for an evening shift, both Saturday and Sunday of the event. Contractor agrees to pick up refuse and recyclables after smaller festivals and special events, provided they are left in a mutually agreeable location for pick-up.

During the bi-annual Town-wide Clean-Ups, Contractor will provide and collect garbage from roadsides.

Section 7. Collection Routes.

1. Contractor shall establish collection routes subject to the approval of the Town. Contractor shall submit a map designating the collection route boundaries, route numbers, route days to be serviced and the vehicle number for the truck which will normally collect the route, to the Town for its approval, which approval shall not be unreasonably withheld. The Contractor may from time to time propose to the Town for approval changes in routes or days of collection. Upon Town's approval of the proposed change, the Contractor shall promptly give written and public notice to the affected service locations. However, Contractor agrees to set a permanent schedule for the pick-up of yard waste and white goods. (See Appendix A)
2. At least one month prior to the first collection under this Contract, the Contractor will notify all customers by direct mail to the service address of any collection day changes from the present contract.
3. If items are left uncollected, the Contractor shall leave an explanation along with a brochure at the resident or commercial establishment, to help the customer correct the problem and avoid it in the future.
4. In some instances, the Town finds cases of illegal dumping where items have been left on a roadside or other public property. Contractor agrees to provide collection of such items under reasonable circumstances.

Section 8. Conditions.

1. The Contractor, through its agents and employees, shall make every effort to create and maintain an excellent working relationship with the persons, firms and corporations it is servicing in the Town. To that end, the Contractor will encourage all of its representatives to be courteous and exercise good judgment in dealing with the persons whom it serves. Likewise the Contractor shall cooperate with the Town in fulfilling its obligations under this contract including the investigation of any alternative service levels or procedures which the Town may wish to examine for the purpose of providing such service to Town residences and commercial establishments.

2. Collection of solid waste shall not start before 7:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the Town and Contractor, due to unusual circumstances.
3. Service complaints for yard waste, bagged leaves, bulk goods, white goods, and recyclable materials shall be received by the Town and forwarded to the Contractor. The Contractor will be required to respond within twenty-four (24) hours upon receipt of notification from the Town. All special pickup lists shall be returned to the Town's Customer Service Representative or dropped in the night box when completed for the day, with notations of any stops that weren't out that week or couldn't be picked up due to problems, etc.

Section 9. Equipment and Personnel.

1. The Contractor shall provide an adequate number of vehicles in good mechanical condition for all collection services. Collection vehicles shall be equipped with ambient noise back up alarms. All equipment shall meet State and Federal emission standards at all times. All vehicles used for collection shall be registered with the State of North Carolina Department of Motor Vehicles. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Contractor shall be responsible for obtaining backup equipment when needed to ensure the timely performance of this contract. All vehicles used by the Contractor shall be equipped to prevent garbage and refuse from falling, blowing, leaking or otherwise being spilled from said vehicles; and it shall be fully and solely the responsibility of the Contractor to promptly remove and clean up any such items, or objects which may be so spilled. Each vehicle shall have clearly visible on each side the vehicle number along with the identity and telephone number of the Contractor. Each vehicle shall be equipped with suitable and reliable two-way radio communication equipment.
2. The Contractor shall provide to the Town, prior to October 1, 2020, a complete inventory showing each vehicle (type, capacity, approximate age) used for performing the Contract. The Contractor may change equipment from time to time and shall include the revised inventory in the monthly report. The Contractor shall maintain a vehicular fleet during the performance of the contract at least equal to that described in the inventory.
3. The Contractor shall not park or store any collection vehicles on Town property for more than a two-hour period, regardless of the signage, without the permission of the Town.
4. No collected garbage or yard waste by Contractor shall be stored overnight in the collection vehicle.

5. The Contractor shall be responsible for providing the supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, and avoid damage to private property. The Contractor will assign a qualified person or persons to be in charge of the operations contracted for and agrees that the information regarding experience shall be furnished to the Town upon request. Contractor agrees to notify Town if personnel are to be transferred from the Town operations to other locations. The Contractor's employees shall carry valid operator's licenses for the type of vehicle they operate for the Contractor. All drivers and attendants shall wear clothing that clearly distinguishes the identification of company and employee names at all times while on duty. No Contractor's personnel shall use unlawful drugs, be under the influence of alcohol or other impairing substance or drug while providing services under this contract.

When the Contractor identifies unsatisfactory conduct by an employee or when the Town notifies the Contractor of such conduct, the Contractor shall take remedial action. The remedial action shall be appropriate to the level of unsatisfactory conduct, provided that if the Town requests of the Contractor by letter that an employee be suspended from further work on the Contract for Level Three unsatisfactory conduct or an uncorrected pattern of Level Two unsatisfactory conduct, the Contractor will permanently remove the employee from further work on this contract.

Level One: Examples of Level One unsatisfactory conduct are single isolated incidents such as spillage of materials, walking through flowerbeds, not returning containers to their original location, not replacing lids, etc.

Level Two: Examples of Level Two unsatisfactory conduct are continued incidents of Level One unsatisfactory conduct, as well as rude or abusive language to customers, inappropriate behavior in customer's presence, purposeful damage to customer property, or acceptance of a cash payment or gratuity for ignoring a Contract provision.

Level Three: Examples of Level Three unsatisfactory conduct are continued incidents of Level Two unsatisfactory conduct, as well as appearing on the job under the influence of alcohol or drugs, fighting or menacing, throwing rocks or items at customers, endangering customers or driving dangerously.

Under Level One, the Town will send a written notice, via U.S. mail, fax or email, informing the Contractor of the unsatisfactory conduct. Under Level Two and Three, the Town will notify the Contractor by telephone with five (5) working days of becoming aware of the incident and send a written notice, via U.S. mail, fax or email, within ten (10) ten working days. Written notices will identify the level of the notice, and the specifics of the incident.

The Contractor will notify the Town of remedial action taken.

6. The Contractor agrees to provide two-way radio equipment and accessories to the Town to establish communication between the Town and drivers.
7. Contractor's management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that the Town can contact them.
8. The Contractor agrees that no "scavenging" shall be allowed. Scavenging means sorting through garbage while collecting looking for items of possible value or picking out individual pieces for reuse while loading or unloading.

Section 10. Contractor Responsibilities.

1. All complaints shall be given prompt and courteous attention by the Contractor. The Contractor provides a business establishment for the processing of complaints and service requests during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. At all other hours and times, the Contractor shall, at a minimum, provide an automatic telephone answering system. All complaints shall be resolved within one (1) working day. The Contractor shall maintain forms or logs indicating the date and time a complaint or request is received, the name, address, and phone number of the complainant, the nature of the complaint or request, and the disposition. Such records shall be available for Town inspection at all times during normal business hours. The Contractor shall service a complaint received no later than the next business day. The Contractor shall furnish to the Town on a weekly basis a report of complaints received during the preceding week and the resolution of said complaints. Contractor shall also maintain a report of any service location not served on the regularly scheduled service day during the preceding week and a reason why service was not provided.
2. The Contractor will designate a representative to adjudicate customer grievances. At the Town's request, the representative will join the Town in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the Town shall be final and binding.
3. The Contractor will appoint an individual from their organization to be the primary contact regarding relations with the Town. The phone number of the Contractor's primary contact person must be supplied to the Town. All dealings, contacts, etc., between the Contractor and the Town shall be with the General Manager, Operations Manager, or Residential Supervisor of GDS, for the Contractor and the Customer Service Representative, Assistant Town Manager, or Town Manager (depending upon the nature of the contact) for the Town.
4. Title to refuse, yard waste and white goods shall pass to the Contractor when placed in Contractor's collection vehicle, removed by the Contractor from a container, or removed by Contractor from the resident or commercial establishment, whichever occurs first.

5. All state, local and federal laws shall be adhered to.
6. The Contractor shall see that garbage cans or other receptacles used in lieu thereof are picked up at each location and, after being emptied, are promptly returned to the same area with the tops of said cans or receptacles being securely placed thereon.
7. The Contractor shall pick up any material scattered or spilled during collection and clean up the area affected within three (3) business hours of notification of the incident. Each truck shall carry equipment (such as a broom and a shovel and gloves) for this purpose.

Section 11. Town Responsibilities.

1. The Town will pay all landfill charges for all materials properly deposited in the landfill under this contract. It is understood that the Contractor will use the Buncombe County Landfill unless other arrangements are made. Both parties must agree upon any other arrangement for the disposal of materials in writing.
2. The Town will inspect Contractor performance and mediate and adjust customer grievances. The Town may require special and other services as contemplated in this Contract. The Town's decision in mediating customer grievances shall be final and binding.
3. Disagreements over the correct placement of items for collection will be determined by the Town. The Town's decision shall be final and binding.
4. The Town shall approve all customer information materials, promotion and educational activities and materials developed by the Contractor in advance of their production or implementation.
5. The Town shall monitor collection routes, or a portion of a route on a regular basis to determine if the Contractor is placing garbage cans back in their original location in a neat and orderly manner after collection. If it would appear to a reasonable person that the Contractor is not placing the Containers back in their original location in a neat and orderly manner, the Contractor will receive a penalty of \$100 per monitored daily route.

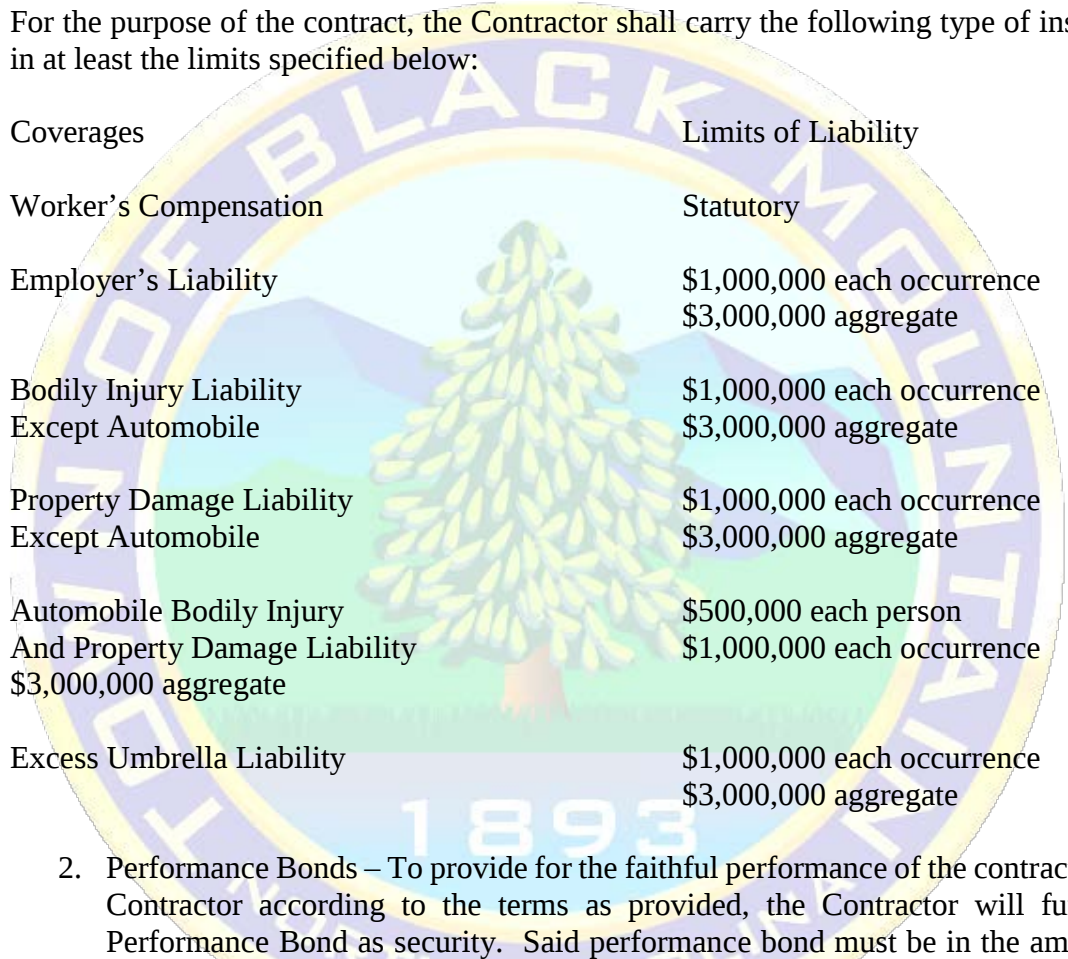
Section 12. Insurance.

1. The Contractor shall at all times during the contract maintain in full force and effect employer's liability, workers' compensation, and property damage insurance including contractual liability. Contractor shall file such certificates on an annual basis with the Town. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder, the

Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in the policy affecting the certificate holder, thirty (30) day’s prior written notice will be given the certificate holder.”

For the purpose of the contract, the Contractor shall carry the following type of insurance in at least the limits specified below:



Coverages	Limits of Liability
Worker’s Compensation	Statutory
Employer’s Liability	\$1,000,000 each occurrence \$3,000,000 aggregate
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$3,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$3,000,000 aggregate
Automobile Bodily Injury And Property Damage Liability \$3,000,000 aggregate	\$500,000 each person \$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence \$3,000,000 aggregate

2. Performance Bonds – To provide for the faithful performance of the contract by the Contractor according to the terms as provided, the Contractor will furnish a Performance Bond as security. Said performance bond must be in the amount of the cost of four (4) month’s collection, renewable annually. The Contractor shall pay the premium for the bonds. A certificate from the surety showing the bond premiums paid in full shall accompany the bond. The surety company shall be authorized to do business in the State of North Carolina. There shall be no fiduciary relationship between Contractor and the company writing the performance bond.

Section 13. Indemnity.

1. The Contractor will indemnify and save harmless the Town, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney’s fees, its officers, agents, and

employees in the performance of this contract; provided, however, the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this contract or a willful or negligent act or omission of the Town, its officers, agents, and employees.

2. The Contractor shall be solely responsible for all damages to containers and property resulting from the Contractor's actions or omissions.

Section 14. Licenses and Permits.

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by the Town, State of North Carolina, and Buncombe County.

Section 15. Reporting Requirements.

1. The Contractor shall submit monthly reports for the length of the Contract period commencing upon contract signing. These reports shall be due within ten working days after the end of the month. The Contractor shall not receive their monthly compensation until all items required in the report are submitted to the Town. At a minimum the reports shall include:
 - a. Summary of tonnages, and copies of individual weight tickets of all collected materials;
 - b. A listing of all complaints and repeat collection complaints received by the Contractor the previous month (a repeat collection complaint is an initial collection complaint that was not resolved, or a reoccurrence of a collection complaint at the same address during a six (6) month period). This listing shall be sorted by collection route and shall include a description of steps taken by the Contractor.
 - c. Status of all complaints or contract violation notices forwarded to the contractor by letter from the Town or from customers during the month including, but not limited to: Replacement of containers, employee misconduct, contractor responses to citizens damage claims.
2. The Contractor shall submit a quarterly report within fifteen (15) working days of the close of the quarter, which shall include:
 - a. Summary of monthly data;
 - b. Detailed data to allow analysis of collection efficiencies including average number of trucks used per day, average number of structures collected per day; and
 - c. Discussion, if any, of problems, education and publicity efforts and recommendations for improvements.

3. The Contractor shall submit an annual report on or before June 30th of the Contract year. At minimum, the reports shall include:
 - a) A collated summary of the information contained in the quarterly reports;
 - b) A discussion of public awareness activities and their impact; and,
 - c) A discussion of highlights and problems and measures taken to resolve problems and increase efficiency.
4. The Contractor will annually submit to the Town its Annual Financial Report, as well as any other public financial document or information as deemed necessary as requested by the Town.
5. The Contractor shall cooperate with and permit the Town's authorized representatives to inspect, audit, examine and make copies of all data and records of the Contractor relating to this contract. The Contractor shall maintain all such data and records from the date of this contract throughout the term and continuing for a period of three years thereafter. The Contractor shall keep and make available, at its local office, all such data and records pertaining to this contract.
6. The Contractor shall be required to provide the Town all data requested and deemed necessary by the Town in compliance with the reporting requirements of the several solid waste management acts of the state and federal governments, both in effect now and in the future. The Contractor is expected to be thoroughly familiar with the reporting requirement stipulated in the respective acts.
7. The Contractor shall provide to the Town each week the previous week's weight tickets for all materials collected each day by the Contractor in the collection area. Weight tickets must contain gross and net weights for individual truck trips, truck number, and the date and time of the weight ticket. All information on weight tickets must be legible or any payment due for those tonnages will be withheld. False or altered weight tickets shall be cause for contract termination.

Section 16. Education Requirements

At least once annually, the Contractor shall deliver to all structures receiving service under this contract the following information: collection schedule information (day of week, time of day and collection frequency); material to be collected and how such material is to be prepared; container placement information; telephone numbers that customers should call for additional information or for questions; a holiday collection schedule; and a customer satisfaction survey. The above information shall be made available to Public Works Department and to the Town Clerk for distribution. The Town shall approve all customer information materials, promotion and educational activities and materials developed by the Contractor in advance of their production or implementation. All public information material will include the Town's program identity.

Section 17. Contract Rights.

1. This contract shall not be transferred, assigned or subcontracted in whole or in part without the express written consent of the other party. Further, an assignment of this contract shall not release the Contractor from liability of its obligations and duties stated herein unless agreed to in writing by the Town.
2. No modification, alteration, amendment, change or addition to this contract shall be binding on either party unless reduced to writing to be signed by each party involved.
3. The Contractor may be held in breach of the Contract in the event the contractor: fails to perform the collections required by this Contract; fails to furnish and maintain a performance bond; fails to furnish and maintain the insurance requirements; or repeatedly neglects, fails, or refuses to comply with any of the terms of the Contract, after having received notice of its obligation to do so. In the event of a breach of this contract by the Contractor, the Town shall give notice of said breach by registered or certified mail to the Contractor. The Contractor shall have thirty (30) days from the date of the receipt of the notice in which to correct the circumstances that caused the breach. In the event the Contractor does not make the corrections or cure the breach, the town may terminate this contract upon sixty (60) days written notice to the Contractor by registered or certified mail.
4. In the event of a breach of this contract by the Town, the contractor shall give notice of said breach by registered or certified mail to the Town. The Town shall have thirty (30) days from the date of receipt of the notice to correct the circumstances that caused the breach. In the event the Town does not make the corrections or cure the breach, the Contractor may terminate this contract upon sixty (60) days written notice to the Town by registered or certified mail.
5. All notices to the contractor under Section (17.3) of this contract shall be mailed to the address designated by the Contractor, which the Contractor shall provide from time to time in writing to the Town. Unless the Contractor provides a different address, all notices will be mailed to the Contractor's address provided within the bid.

Section 18. Service Disruption.

1. The following shall be holidays for purpose of this contract: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor may decide to observe any or all of the above referenced holidays by suspension of service on the holiday, but such suspension in no manner relieves the Contractor of the obligation to provide once weekly collection to all residential and commercial establishments. To compensate for the holidays mentioned above, the work schedule shall either be moved back one

or two days or forward one or two days, depending upon what day of the week the holiday occurs, so that every scheduled service location receives its normal level of service. Services shall return to the normal work schedule within three (3) days. Contractor shall give written notice of its holiday schedule to the Town at least thirty (30) days prior to the holiday, and to the general public by newspaper advertisement in both the local newspaper and the Asheville Citizen-Times at least one week prior to the holiday.

2. When snow, ice or other weather conditions prevents collection on the scheduled day, the Contractor shall notify the Town Hall by 8:30 a.m. The Contractor shall make up collection on the next weekday. Contractor further agrees to notify the media and local newspapers that they will not be operating that day and the make-up schedule.
3. When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next business day. The Contractor must provide all the collections required during the collection week.
4. Should the Contractor fail to make collection on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day. The Town shall transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving service.

It shall be a defense to a missed collection that the customer had not made timely placement of his or her material out for collection or that the placement did not comply with provisions of this Contract provided that the Contractor shall have left a Town printed tag on all material left because it was not prepared properly or for other reasons. The Contractor must notify the Town no later than 8:00 a.m. the next business day, of any collections the Contractor refused or had been unable to make the previous business day. Notification must include the service address and the reason of the non-collection. The Town shall deduct \$10.00 from the Contractor's payment for every collection complaint received by the Town, unless the Contractor has provided a defense acceptable to the Town through the proper notifications procedure listed in this paragraph.

Section 19. Term.

The term of this contract shall be for a period of four (4) years and run continuously, beginning the 1st day of October 2020, and will terminate on the 30th day of September 2024. The Contract may be extended for additional terms, upon the mutual consent of both parties.

Section 20. Compensation.

The undersigned Contractor, having carefully read and considered the terms and conditions of the contract for solid waste collection and disposal, does hereby offer to perform such services on behalf of the Town, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the contract at the rates set forth below. The Contractor shall be compensated for his services as follows:

1. Curbside collection of solid waste, bulky waste, yard waste, white goods, and recyclables, October 1, 2020 to September 30, 2024 = \$XXX,XXX to be paid in 12 equal monthly payments of \$XX,XXX beginning October 10, 2020.
2. Dumpster service as described in Section 6 from October 1, 2020 to September 30, 2024 = \$XX,XXX to be paid in 12 equal payments of \$XXX beginning October 10, 2020.

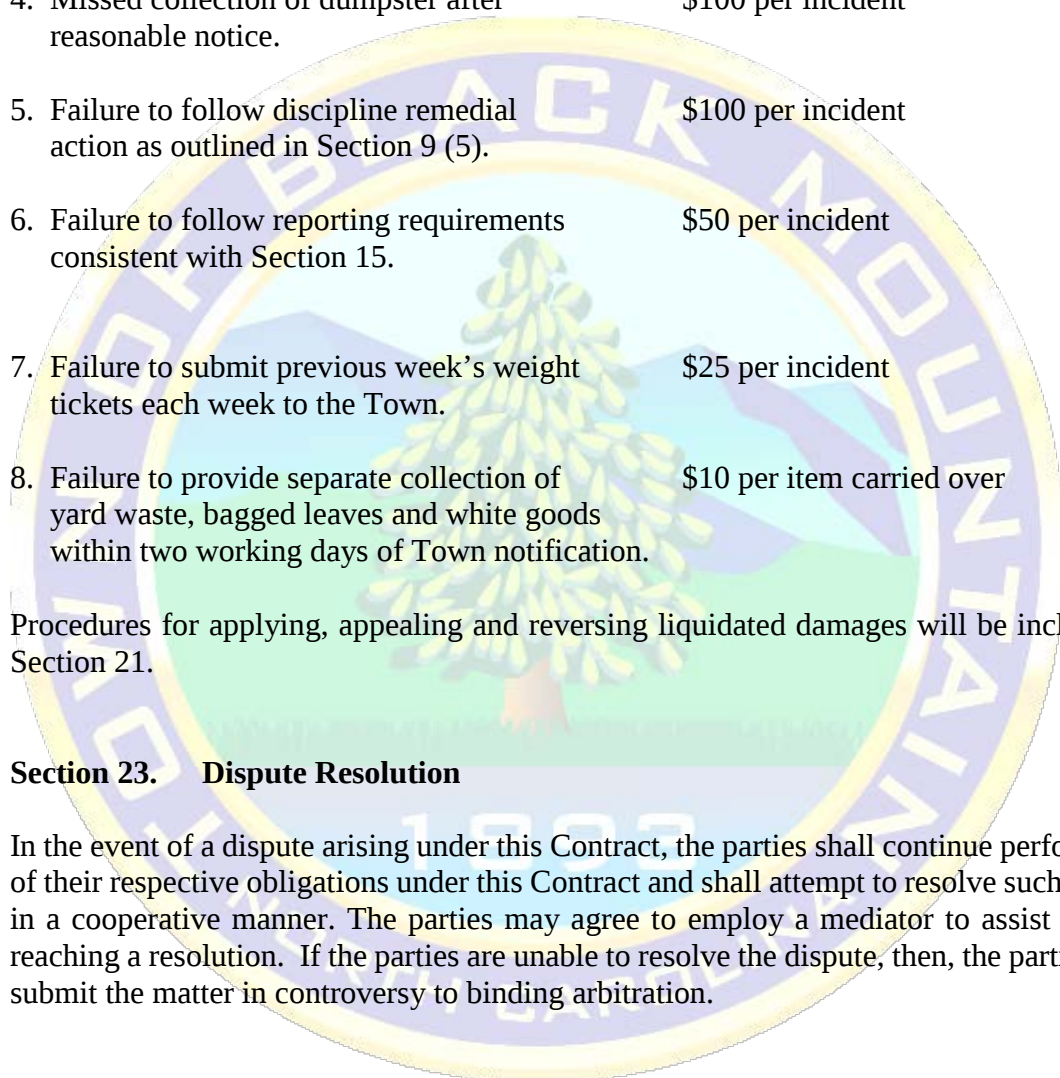
Section 21. Modification to Compensation.

1. The above charges shall be increased annually beginning October 1, 2021 to reflect changes in the cost of doing business as measured by the Consumer Price Index (CPI) as published by the U.S. Department of Labor. The percentage change in the charges shall be equal to the percentage change in the CPI from February of the then previous year to February of the then current year. The CPI to be used is All Urban Consumers, U.S. City Average, All items. The increase shall not exceed X%.
2. The charges in Section 20-1 shall be adjusted annually to reflect changes, increases or decreases, in the number of service locations. The initial number of service locations is 4,080 and the initial monthly charge per unit is \$X.XX.
3. In the event additional garbage customers or pickups are necessitated by annexation, the Contractor shall make those pickups and the amount the town will pay to the Contractor for this additional service effective upon implementation of service to the annexed area and based on the increase in number of units to be serviced.

Section 22. Liquidated Damages

The acts or omissions in the left hand column are a breach of this Contract; the amounts in the right hand column are set as Liquidated Damages. Liquidated Damages may be deducted from the monthly payment to the Contractor.

<u>Omission</u>	<u>Liquidated Damage</u>
1. Commencement of collection prior to 7:00 a.m. except as expressly permitted herein.	\$50 per incident per truck

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- | | |
|--|----------------------------|
| 2. Failure to collect spillage consistent with Section 10 (7). | \$25 per incident |
| 3. Failure to collect missed garbage, yard waste or white goods within one business day after a make-up request from Town. | \$10 per incident |
| 4. Missed collection of dumpster after reasonable notice. | \$100 per incident |
| 5. Failure to follow discipline remedial action as outlined in Section 9 (5). | \$100 per incident |
| 6. Failure to follow reporting requirements consistent with Section 15. | \$50 per incident |
| 7. Failure to submit previous week's weight tickets each week to the Town. | \$25 per incident |
| 8. Failure to provide separate collection of yard waste, bagged leaves and white goods within two working days of Town notification. | \$10 per item carried over |

Procedures for applying, appealing and reversing liquidated damages will be included in Section 21.

Section 23. Dispute Resolution

In the event of a dispute arising under this Contract, the parties shall continue performance of their respective obligations under this Contract and shall attempt to resolve such dispute in a cooperative manner. The parties may agree to employ a mediator to assist them in reaching a resolution. If the parties are unable to resolve the dispute, then, the parties shall submit the matter in controversy to binding arbitration.

Either party may initiate arbitration by giving written notice to the other party setting forth the dispute which the party seeks to arbitrate. Each party shall have ten (10) days from delivery of the notice to the other party in which to propose an arbitrator. If different arbitrators are proposed by each part and no agreement can be reached to select one of the proposed arbitrators, or if neither party proposes an arbitrator, the parties agree that the Chief Judge presiding over the Superior Court for Buncombe County shall select an arbitrator. The dispute shall be submitted and decided by the arbitrator who has been duly appointed. Once an arbitrator is selected, a hearing before the selected arbitrator shall be

held within thirty (30) days unless both parties agree to a later hearing and service under this contract can be continued without disruption. The arbitration hearing shall be held at a mutually agreed upon location in Buncombe County, North Carolina, and the rules governing the hearing shall be the Rules for Court Ordered Arbitration in North Carolina, except as modified herein. The costs of arbitration shall be borne equally by the parties. The decision of the arbitrator shall be binding and may be enforced in the courts of Buncombe County, North Carolina.

This contract contains and represents the entire and integrated agreement between the parties, and supersedes any previous understandings, representations, commitments or agreements, oral or written. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties other than as set forth in this contract. No modification, alteration, amendment, change or addition to this contract shall be binding on either party unless given in writing to be signed by each party involved.

Section 24. Full Contract

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in their names by the appropriate officials and their corporate seals to be affixed hereto, this the day and year first above written.

TOWN OF BLACK MOUNTAIN

By: _____
Mayor

(SEAL)

ATTEST: _____
Town Clerk

CONTRACTOR

By: _____

(SEAL)

ATTEST: _____

CONTRACT APPENDIX A

(Schedule for Yard Waste and Bulky Items)

White Goods - Wednesdays

Yard Waste (Brush and Bagged Leaves) - Fridays*

* Contractor agrees to operate on Saturdays if needed to pick up Yard Waste.



CONTRACT APPENDIX B

Town of Black Mountain Statement of Policy (excerpt)

REFUSE AND TRASH COLLECTION

Contract

The Town of Black Mountain refuse and trash collection service is provided through contracts with outside agencies.

Financing

(See contract)

Residential Refuse Collection

Household garbage only is collected on a once weekly basis from curbside, except for disruptions caused by inclement weather, legal holidays, or unavoidable circumstances. Receptacles for garbage shall be of metal, plastic, or substantial construction, water tight with tight-fitting lids, provided with handles, and be kept in a serviceable condition with the lid in place. Service is limited to two (2) receptacles with a capacity of not more than thirty (96) gallons **combined**, and each receptacle shall not exceed (50) pounds in weight when filled. Raw garbage must be placed in plastic bags and all garbage must be disposed of by placing it in a garbage receptacle.

Commercial Refuse Collection

Commercial establishments using hand receptacles shall be served on a once weekly basis. Service is limited to two (2) receptacles with a capacity of not more than thirty (96) gallons **combined**, and each receptacle shall not exceed (50) pounds in weight when filled.

Industrial Waste

Industrial waste shall be collected, removed and disposed of by the operator of the factory, plant or enterprise creating or causing the same. Industrial waste is defined as all waste generated from manufacturing operations.

Non Acceptable Refuse

Poisons, acids, caustics, infectious materials, explosives, chemical liquids, whole trees, large tree stumps, tree limbs of greater than three (3) inches in diameter, any branch exceeding six (6) feet long or any quantity of limbs, branches etc., exceeding eight (8) cubic feet will not be collected by the garbage contractor.

Special Call Pickup

Anybody who wishes to have the garbage contractor make a special or extra pickup may contact the garbage contractor to make arrangements. Any fees for special services not covered under this policy shall be payable to the garbage contractor upon services delivered.

Building Materials; Lot Clearing; Landscaping

Building materials and wastes from lot clearing and landscaping shall be collected, removed and

disposed of by the private contractor or builder performing the work for the property owner or tenant. In the event that the private contractor or builder fails to collect, remove and dispose of building materials and wastes from lot clearing and landscaping, the property owner shall be responsible for same.

Appliances

Large bulky appliances such as water heaters, refrigerators (with doors removed), washing machines, etc., will be picked up at curbside on Wednesday. A request for this service must be made to the Public Works Department before 4:00 p.m. on the Tuesday before the service is needed.

Trash Collection

All waste, other than household garbage, industrial waste and non-acceptable refuse shall be placed at curbside. Loose items must be secured in a manner so as to keep them from being blown or scattered. Large bulky items such as furniture, carpet, etc., will be picked up on the regular trash pick up day.

Leaf Collection

Leaves shall be placed at curbside (not in the street), and must be contained in garbage receptacles or plastic bags. Leaves placed at curbside shall not contain any material other than leaves. At no time shall loose piles of leaves be collected by the Garbage Contractor. At no time shall the Garbage Contractor incorporate yard waste into garbage collection.

Bagged leaves and loose brush (brush cannot exceed 6 feet long by 3 inches in diameter and cannot exceed eight cubic feet in quantity) will be picked up on Fridays upon request to the Public Works Department before 4:00 p.m. on the Tuesday before the service is needed. Schedules for pick up of bagged leaves and loose brush may vary depending upon the time of year and volume of service requests.

Dumping on Vacant Lots, Streets, Storm Drains, Ditches, Manhole or Median Strip

No person shall throw, dispose of, or sweep any garbage, trash, leaves, industrial waste or non-acceptable refuse into any street storm drain, ditch, manhole or median strip.

No garbage or offensive or disease producing materials shall be dumped for any purpose in or allowed to accumulate on any lot or space with the Town limits.

Restrictions on Placing Garbage at Curbside

Residents and businesses are prohibited from placing bagged, boxed or unsecured garbage at curbside prior to 5:00 p.m. on the day before scheduled pick-up. (Adopted 5/10/99)

Control of Weeds and Underbrush

No property owner shall allow the growth and accumulation of grass, weeds and vegetable matter so as to render premises unsightly or unhealthy, if within one hundred (100) feet of any building.

No person shall allow or permit weeds and grass to grow and be upon his premises within the corporate limits of the Town, uncut so as to render the premises unsightly or unhealthy from the growth and accumulation of such grass, weeds and vegetable matter thereon.

Every owner or occupant of property shall cut down and remove therefrom all weeds, grass, vines and other growth, which endangers such property or which is likely to cause fire or harbor vermin such as rats or snakes.

RECYCLING SERVICE

The Town of Black Mountain offers a curbside recycling service and encourages all Black Mountain residents to participate. By using **RECYCLING BINS**, the following items can be recycled: (This list is subject to change based on the willingness of local recycling processors to accept materials.)

- Aluminum cans
- Steel cans
- Milk jugs and other bottles marked on the bottom with a number 2 inside a triangle
- Soda bottles and other bottles marked on the bottom with a number 1 inside a triangle
- Glass bottles and jars - clear, brown and green
- Newspaper and magazines
- Mixed paper – consisting of junk mail, broken down cereal boxes, laundry boxes, etc.

ALL items must be rinsed out (no lids) and placed in the recycling bins.

Other items that may be placed in the recycling bin for recycling include:

Corrugated Cardboard - Consists of moving boxes or any other boxes that are corrugated (spongy) in texture. Boxes must be flattened and cut to no larger than 3' x 3'.

The recyclable pickup is limited to the special recycling bins that are provided by the Town. Use of blue recycling bags are prohibited.

Service is limited to two (2) receptacles with a capacity of not more than thirty (96) gallons **combined**, and each receptacle shall not exceed (50) pounds in weight when filled.

The Town's recycling contractor may refuse to collect any recyclables that contain materials which are not accepted by the Town's recycling program.

Service to businesses is limited to two (2) receptacles with a capacity of not more than thirty (96) gallons **combined**, and each receptacle shall not exceed (50) pounds in weight when filled.

Service is only available to those businesses which also qualify for refuse collection from the Town. Each bag or bin shall not exceed 50 pounds in weight when filled. The Town's recycling contractor may refuse to collect any recyclables that contain materials which are not accepted by the Town's recycling program. At the Town's discretion and with the consent of the Town's contractor, business recycling may be offered on a weekly basis on a case-by-case basis to accommodate special needs of customers.