



**Finance**

Purchasing Division  
320 Chestnut Street, 2<sup>nd</sup> Floor  
PO Box 1810  
Wilmington, NC 28402-1810

910 341-7830  
910 341-7842 fax  
wilmingtonnc.gov  
Dial 711 TTY/Voice

February 3, 2012

**NOTICE**

*Upon receiving this proposal by internet, email [boyce.steiner@wilmingtonnc.gov](mailto:boyce.steiner@wilmingtonnc.gov) to register as a prospective respondent. Failure to register as a prospective respondent may result in your firm not receiving proposal addenda. Failure to acknowledge proposal addenda with your submittal may cause your proposal to be considered non-responsive.*

**RE: Yard Waste & Wood Grinding Services  
Request for Proposal No: S10-0412 [120202]**

Dear Sir or Madam:

The above referenced Request for Proposal (RFP) will provide your firm with sufficient information to enable you to prepare and submit a proposal for the referenced services.

The specific scope of services includes the grinding of City transported yard waste, street sweepings and storm water materials to the successful bidder's yard waste acceptance site.

Award of the contract will be to the lowest responsible bidder for all services. Consideration will be given to the bidder's yard waste acceptance and processing sites, equipment, and responses to the questionnaire and award may be made to a bidder other than the low bidder, if it is in the best interest of the City.

Your proposal must include all information requested on the Proposal Sheet in order to be considered. **Proposals must be sealed and received by the Purchasing Manager, P. O. Box 1810, 305 Chestnut Street, 5th Floor, Wilmington, NC 28402 no later than 1:00 p.m., February 20, 2012 in order for it to be considered and at which time the bids will be opened.**

Questions concerning the scope of work should be directed to Mr. Dave Bundick, Interim Superintendent of Solid Waste at 910-341-0081. Questions concerning the contract terms and conditions should be addressed to my office. I hope to receive your offer for this work.

Sincerely,

Daryle L. Parker  
Purchasing Manager

cc: Dave Bundick, Interim Superintendent of Solid Waste  
Richard King, Director of Public Services

COUNTY OF NEW HANOVER

**CONTRACT FOR SERVICES BETWEEN  
THE CITY OF WILMINGTON, NORTH CAROLINA  
AND**

THIS MULTI-YEAR CONTRACT, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF WILMINGTON, NORTH CAROLINA, a municipal corporation organized under the laws of the State of North Carolina (hereinafter called "CITY"), and \_\_\_\_\_, (a corporation organized under the laws of the State of \_\_\_\_\_, having its principal place of office in \_\_\_\_\_) (a resident of \_\_\_\_\_, \_\_\_\_\_ County, \_\_\_\_\_) (hereinafter called "CONTRACTOR").

W I T N E S S E T H:

1. Purpose of Contract

The CITY hereby agrees to purchase the items listed below from the CONTRACTOR, during the period \_\_\_\_\_, 2012 through June 30, 2015, and CONTRACTOR agrees to provide the items so listed to CITY as ordered during the said period in accordance with the provisions of this contract. CONTRACTOR'S proposal dated \_\_\_\_\_, 2012 together with the general specifications and proposal sheets outlined in the bid invitation dated \_\_\_\_\_, 2012, and all other portions of the bid invitation so dated are considered part of this contract and are incorporated into this contract.

2. Scope of Services

2.1 Service is required to accept, weigh and grind yard waste collected within the City limits by the City of Wilmington and other yard waste generated by the CITY by normal operations such as Solid Waste, Landscaping, Parks, Stormwater and Streets, etc.

2.2 "Grind" shall mean the processing of the wood and yard waste. Evidence of proper permitting for the CONTRACTOR'S yard waste facility must be received by the City prior to award of the contract.

2.3 "Material" shall mean all yard waste and other material which is part of this contract.

2.4 "Contractor" shall mean the firm with which the city enters into the contract for services referenced herein.

2.5 "Contractor's Processing Site" shall mean the site(s) where the grinding operation is to take place. Such site(s) shall have all necessary permits to accept and process the estimated quantity and material identified in the contract. This site(s) shall be specifically identified in the bid document. The Contractor's Processing Site shall not be changed during the term of the contract.

2.6 "Contractor's Yard Waste Acceptance Site" shall mean the site identified in the bid where the City is to deliver material. This site shall be specifically identified in the bid document. If different from the Contractor's Processing Site, the Contractor's Yard Waste Acceptance Site shall have all necessary permits to accept the estimated quantity of material identified in the bid. The Contractor's Yard Waste Acceptance Site shall not be changed during the term of the contract.

2.7 "Permits" shall mean all required permits for the operations identified herein as required by any and all agencies or regulatory bodies within the state of North Carolina. A Copy of all permits shall be submitted with the bid documents.

2.8 Material will be delivered to the CONTRACTOR'S Yard Waste Acceptance Site by City of Wilmington vehicles.

2.9 All grinding of the material will take place at the CONTRACTOR'S Processing Site.

2.10 The CONTRACTOR shall provide all labor and equipment necessary to accept, weigh and grind all yard waste.

2.11 The CONTRACTOR shall accept all debris collected, as a result of Solid Waste operations. This material contains miscellaneous debris such as cans, bottles, etc. but is not considered hazardous.

2.12 The CONTRACTOR shall accept all debris collected, as a result of storm water operations. This material will be dry and may contain miscellaneous debris such as cans, bottles, etc. but is not considered hazardous.

### 3. Ownership of Material

Material delivered to the CONTRACTOR'S Yard Waste Acceptance Site by the City of Wilmington shall be the property of the CONTRACTOR.

### 4. Contractor Submissions and Payment

4.1 The CONTRACTOR shall provide the City vehicle driver with a weigh ticket showing the gross and tare weight and vehicle number. The weigh ticket must be signed by the driver and a copy given to the driver.

4.2 Copies of the weigh tickets must accompany the monthly invoice. Invoices will be separated into two parts. The first part will identify all debris delivered to the CONTRACTOR by the Stormwater Operations Group and the second part will identify all other City of Wilmington Operations. The invoice should be mailed to Mr. Dave Bundick, Superintendent of Solid Waste, P. O. Box 1810, Wilmington, N.C. 28402. Payment shall be made based on the per ton charge set forth in CONTRACTOR'S proposal.

4.3 The invoice must contain an itemized list of weigh tickets including vehicle number of each truck, which crossed the CONTRACTOR'S scale.

### 5. Time for Performance

The CONTRACTOR must accept yard waste at the Contractor's Yard Waste Acceptance Site Monday through Friday from 7:30 a.m. to 5:30 p.m. Additionally, the CONTRACTOR must be able to accept yard waste on City holidays when yard waste crews are working. A schedule will be provided each year to the CONTRACTOR. A copy of the City's holiday schedule for FY 2012-2013 is provided that indicates which holidays City crews will be working.

6. Term of Contract.

6.1 The initial term of this contract shall extend from the date of award through June 30, 2015

6.2 This contract may be extended for two (2) additional years with the mutual consent of both parties and City Council approval.

6.2-A Terms of Payment

Payments shall be made by the city within 30 days after receipt of an approved invoice.

6.3. Non-Appropriations Clause

Contractor acknowledges that the City of Wilmington is a government entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the City's obligations under this contract, then this contract(s) shall automatically expire without penalty to the City thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the City shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the City's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the City's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the City upon written notice to Contractor of such limitation or change in the City's legal authority.

7. Contractor's Requirements

7.1 The CONTRACTOR'S Yard Waste Acceptance Site and CONTRACTOR'S Processing Site must be of sufficient size and include certified truck scales, and equipment capable of grinding the estimated quantity of material on a regular basis. A copy of the Permits shall be submitted with the Bid. Bidders shall submit a statement that all sites used in the acceptance and processing of materials referenced in the bid are properly permitted by any and all North Carolina agencies having jurisdiction over this service.

7.2 SUBCONTRACTING

As provided in paragraph 16 of the Agreement, no subcontracting will be allowed under this contract without prior approval of the City. Any subcontracting services, companies, sites, vendors or any other proposed subcontracting shall be specifically identified in the bid submittal whether referenced in the proposal pages or not and must have all necessary Permits..

8. Estimated Quantities

8.1 The CITY disposed of approximately 16,100 tons of yard waste in the past 12 months.

8.2 Storm Water materials are approximately 1,500 tons a year. This material will be from Street Sweeping and both open / closed drainage, and will be dry upon delivery to the Contractor.

8.3 The CITY makes no guarantee as to the quantities that the CONTRACTOR may receive.

9. Release and Indemnity

To the fullest extent permitted by law, CONTRACTOR shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance by CONTRACTOR (or by any person acting for the CONTRACTOR or for whom the CONTRACTOR is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the CONTRACTOR, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the CITY, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by the CITY, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against the CITY, its agents, officials or employees. The CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the CONTRACTOR, shall in no way limit the CONTRACTOR'S responsibility to release, indemnify, keep and save harmless and defend the CITY as herein provided. The intention of the parties is to apply and construe broadly in favor of the CITY the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. 22B-1.

10. Personnel

It is mutually agreed that CONTRACTOR is an independent contractor and not an agent of the CITY, and as such the CONTRACTOR shall not be entitled to any CITY employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

11. Conflict of Interest

No paid employee of the CITY shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this agreement.

12. Non-Waiver of Rights

It is agreed that the CITY'S failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

13. Suspension or Termination of Agreement

13.1 In the event that review of the CONTRACTOR'S performance shows non-conformance to the work required by this contract, the Scope of Services or other terms or conditions contained herein as a result of the CONTRACTOR'S errors, omissions or negligent acts, the CONTRACTOR shall be in breach of this

the CONTRACTOR'S errors, omissions or negligent acts, the CONTRACTOR shall be in breach of this agreement and the CITY may take corrective action as it deems necessary including, but not limited to, termination, withholding or reduction of payment.

13.2 The CITY shall also have the right to suspend this agreement upon written notice to the CONTRACTOR. Such written notice shall state the reasons for suspension and allow for a review period of ten (10) days during which the CONTRACTOR shall be provided with an opportunity to respond with an explanation or justification, and/or shall undertake any reasonable remedial action required by the CITY. If, in the opinion of the CITY the CONTRACTOR remains in violation of this agreement at the completion of the ten (10) day suspension period, the CITY shall have the right to terminate this agreement whereupon all obligations of the CITY to the CONTRACTOR shall cease.

13.3 In the event this project is terminated prior to completion of the services by the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination. (CONTRACTOR shall be paid for all reimbursables, as defined herein, which are due him.)

13.4 The City and the Contractor shall have the right to terminate this contract without cause upon 30 days notice to the other party.

13.5 Nothing contained herein shall prevent the CITY from pursuing any other remedy, which it may have against CONTRACTOR including claims for damages.

#### 14. Assignment of Agreement

It is mutually agreed by the parties hereto that this agreement is not transferable by either party without the written consent of the other party to this agreement.

#### 15. Insurance Requirements

15.1 The amount of insurance to be provided for all coverages listed under this section shall be not less than \$1,000,000.00, unless otherwise specified, per occurrence for claims arising from bodily injury and/or property damage, including accidental death which may arise directly or indirectly from CONTRACTOR'S performance of work under this contract. The CONTRACTOR shall be responsible for any liability directly or indirectly arising out of work performed under this contract by a subcontractor which liability is not covered by the subcontractor's insurance.

15.2 The CONTRACTOR shall maintain during the life of this contract WORKERS' COMPENSATION and EMPLOYER'S LIABILITY INSURANCE covering all of the CONTRACTOR'S employees to be engaged in the work under this contract, providing the required statutory benefits under North Carolina Workers Compensation Law, and Employers Liability Insurance providing limits at least in the amount of \$500,000/500,000/500,000 applicable to claims due to bodily injury by accident or disease. Whenever work under this contract includes exposure to claims under the U. S. Longshoremen's and Harborworker's Act, such coverage shall be provided by appropriate endorsement to this policy.

15.3 The CONTRACTOR shall take out and maintain during the life of this contract COMMERCIAL GENERAL LIABILITY INSURANCE, including coverage for INDEPENDENT CONTRACTOR OPERATIONS, CONTRACTUAL LIABILITY assumed under the provisions of this contract, PRODUCTS/COMPLETED OPERATIONS LIABILITY and BROAD FORM PROPERTY DAMAGE LIABILITY insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work to be performed involves these exposures. The CITY shall be named as an additional insured under this policy. Unless otherwise specified, this coverage shall be written providing

15.4 The CONTRACTOR shall take out and maintain during the life of this agreement AUTOMOBILE LIABILITY INSURANCE. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles.

15.5 The CONTRACTOR shall furnish the schedule of insurance carried under this contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. This Certificate shall be in six (6) counterparts and when the contract is signed by the CONTRACTOR, a copy thereof shall be inserted in each copy of the contract documents and upon insertion shall become a part of such documents. The insurance carrier or its agent shall also certify on these documents that it will notify the CITY by registered mail at least twenty (20) days prior to any cancellation or non-renewal of these coverages.

16. Findings Confidential

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the CONTRACTOR under this agreement are the property of the CITY. The CONTRACTOR agrees that any such documents shall not be made available to any individual or organization other than appropriate CITY officials without prior written approval of the CITY. Nothing contained in this paragraph shall be construed to prevent the CONTRACTOR from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of the CITY.

17. Subcontracts

The CONTRACTOR shall utilize no subcontracts for carrying out the services to be performed under this agreement without the written approval of the CITY.

18. Entire Agreement

This agreement constitutes the entire understanding of the parties.

19. Binding Effect

This agreement shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent contractors, and subcontractors of the parties.

20. Continuing Obligation

The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

21. Reference

Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

22. Interpretation

All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

### 23. Minority Business Enterprise (MBE)

The CITY desires that minority business enterprises have the maximum opportunity to participate in the performance of this contract and will:

23.1 Promote affirmatively (where feasible) in accordance with North Carolina General Statute 143-129, together with all other applicable laws, statutes and constitutional provisions) the procurement of goods, services in connection with construction projects for minority owned business enterprises.

23.2 Insure that competitive and equitable bidding opportunities are followed to afford minority business enterprises participation. Strive to obtain contract and subcontract awards to minority business enterprises.

23.3 Identify and communicate to the minority business enterprises community procedures and contract requirements necessary for procurement of goods and services for construction projects and subcontracts.

23.4 Provide technical assistance as needed.

23.5 Promulgate and enforce contractual requirements that the general contractor or all construction projects shall exercise all necessary and reasonable steps to insure that minority business enterprises participate in the work required in such construction contracts.

23.6 The CONTRACTOR shall insure that minority business enterprises have the maximum opportunity to compete for and perform portions of the work included in this contract and shall not discriminate on the basis of race, color, national origin or sex. The CONTRACTOR shall include this special provision, Minority Business Enterprise (MBE), in all subcontracts for this contract. Failure on the part of the CONTRACTOR to carry out the requirements set forth in this special provision may constitute a breach of contract and after proper notification may result in termination of the contract or other appropriate remedy.

23.7 A minority business enterprise is defined as a business, with at least fifty one (51%) percent owned and controlled by minority group members. The minority ownership must exercise actual day-to-day management. Minority group members may consist of Black Americans (an individual of the Black race of African origin), Hispanic Americans (an individual of a Spanish speaking culture and origin at parentage), Asian Americans (an individual of a culture, origin or parentage traceable to the areas of the Far East, Southeast Asia, the Indian subcontinent and the Pacific Islands), Indian Americans (an individual who is an enrolled member of a Federally recognized Indian tribe, or recognized by the tribe as being an Indian, as evidenced by a certification of a tribal leader), American Aleuts or any recognized minority group approved by the CITY.

23.8 A Woman Business Enterprise is a business with at least fifty one (51%) percent owned and controlled by women who exercise actual day-to-day management.

23.9 The CONTRACTOR shall exercise all necessary and reasonable steps to insure that Minority Business Enterprises and Woman Business Enterprises participate in the work required in this contract. The CONTRACTOR agrees by executing this contract that he will exercise all necessary and reasonable

24. Immunity Not Waived

This agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible the CITY'S actual cost and neither party intends to waive its sovereign immunity by reason of this agreement.

25. Saving Clause

If any section, subsection, paragraph, sentence, clause, phrase or portion of this agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

26. Other Laws and Regulations

CONTRACTOR will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. CONTRACTOR will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environment and Natural Resources, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder.

27. Amendments

This agreement shall not be modified or otherwise amended except in writing signed by the parties.

28. Non-Discrimination

CONTRACTOR will take affirmative action not to discriminate against any employee or applicant for employment or otherwise illegally deny any person participation in or the benefits of the program which is the subject of this agreement because of race, creed, color, sex, age, disability or national origin. To the extent applicable, CONTRACTOR will comply with all provisions of Executive Order No. 11246 the Civil Rights Act of 1964, (P.L. 88-352) and 1968 (P.L. 90-284), and all applicable federal, state and local laws, ordinances, rules, regulations, orders, instructions, designations and other directives promulgated to prohibit discrimination. Violation of this provision, after notice, shall be a material breach of this agreement and may result, at CITY'S option, in a termination or suspension of this agreement in whole or in part.

CITY OF WILMINGTON HOLIDAY SCHEDULE 2012-2013

<u>HOLIDAY</u>	<u>DATE</u>	<u>TRASH SCHEDULE</u>
Veterans' Day	Monday, November 12, 2012	No interruption in service
Thanksgiving	Thursday, November 22, 2012	Trash collected Wednesday, November 21, 2012
Thanksgiving	Friday, November 23, 2012	No interruption in service
Christmas	Monday, December 24, 2012	No interruption in service
Christmas	Tuesday, December 25, 2012	Trash collected Wednesday, December 26, 2012
Christmas	Wednesday, December 26, 2012	No interruption in service
New Year's Day	Monday, January 2, 2012	No interruption in service
MLK Birthday	Monday, January 16, 2012	No interruption in service
Good Friday	Friday, April 6, 2012	No interruption in service
Memorial Day	Monday, May 28, 2012	No interruption in service
Independence Day	Wednesday, July 4, 2012	No interruption in service
Labor Day	Monday, September 3, 2012	No interruption in service

IN WITNESS WHEREOF, the CITY has caused this agreement to be duly executed in its name and behalf and the CONTRACTOR has caused this agreement to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF WILMINGTON, NORTH CAROLINA

BY: \_\_\_\_\_  
Sterling B. Cheatham, City Manager

WITNESS:

APPROVED AS TO FORM:

\_\_\_\_\_  
Daryle L. Parker, Purchasing Manager

\_\_\_\_\_  
William E. Wolak, Interim City Attorney

FINANCE OFFICER'S CERTIFICATION STATEMENT

This instrument has been preaudited in the manner required by the Local Government

Budget and Fiscal Control Act.

\_\_\_\_\_  
Debra H. Mack, CLGFO  
Finance Director

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

Project No. \_\_\_\_\_

Account No. \_\_\_\_\_

Amount of Contract \$ \_\_\_\_\_

Requisition/PO Number \_\_\_\_\_

Federal ID Number: 56-6000239

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
President/Vice President

ATTEST:

\_\_\_\_\_  
Secretary, Assistant Secretary, Trust Officer

(CORPORATE SEAL)

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

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

I, \_\_\_\_\_, a Notary Public, certify that the corporation's Secretary, Assis. Secretary or Trust Officer, Mr./Mrs./Ms. \_\_\_\_\_, personally came before me this day and acknowledged that he (she) is the \_\_\_\_\_ of \_\_\_\_\_ a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its President, Vice President, or Assist. Vice President, Mr./Mrs./Ms. \_\_\_\_\_ sealed with its Corporate Seal, and attested by himself (herself) as its Secretary, Assist. Secretary, or Trust Officer.

Witness my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2012.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Seal)

**Insurance Certificates**  
**[Staple required Certificates of Insurance here]**

**PROPOSAL**  
**BID for RFP NO: S10-0412 [120202]**

**This part provides you with the information and forms you need to submit your bid. This Part will be integrated into the final contract upon award.**

1. CERTIFICATION.

The undersigned hereby certifies that this bid is made without prior understanding, agreement or connection with any person(s), firm(s) or corporation(s) making bids or proposals. The bidder further certifies that he is not suspended or debarred from bidding by any federal, state, or local agency and that, if awarded this contract; he will abide by all specifications, provisions and conditions contained in the bid invitation. The undersigned further certifies that the Contractor's Yard Waste Acceptance Site and the Contractor's Processing Site are property permitted by any and all North Carolina agencies having jurisdiction over such services.

2. AWARD.

The City of Wilmington will make award of this contract to the lowest responsible bidder for the total amount including processing of yard waste, street sweepings and storm water materials. Evaluation of the "Lowest responsible bidder" shall include the cost of hauling the material to the proposed processing site. The evaluation of "Cost" shall include an evaluation of round trip mileage, including fuel and maintenance costs, to the proposed processing site from the geographic center of the City of Wilmington. The "Center" of the City of Wilmington is defined as the intersection of South College Road and Oleander Drive.

3. OFFER.

Processing yard waste delivered to the Contractor's Yard Waste Acceptance Site.

Approximately 16,100 tons/year x \$ \_\_\_\_\_ /ton                      TOTAL    \$ \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

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

Fax: \_\_\_\_\_

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

Bidder's company: Corporation \_\_\_\_\_

Partnership/Proprietorship \_\_\_\_\_

Limited Liability Company \_\_\_\_\_

If legal name is different from above, please show in full.

\_\_\_\_\_

What state is bidder's company organized in?

\_\_\_\_\_

Employer or Taxpayer I.D. No. \_\_\_\_\_

Company has an Affirmative Action Plan Yes \_\_\_\_\_ No \_\_\_\_\_

Plan is in writing Yes \_\_\_\_\_ No \_\_\_\_\_

**Bidder must answer the following questions: Failure to complete the following will cause the bid to be rejected.**

1. List the location of the Contractor's Yard Waste Acceptance Site where the City is to deliver material.

\_\_\_\_\_

Attach copies of permits for the Contractor's Yard Waste Acceptance Site.

2. List the location of the Contractor's Processing Site.

\_\_\_\_\_

Attach copies of permits for the Contractor's Processing Site.

3. Bidder will utilize its own equipment for processing yard waste at the Contractor's Processing Site.

Yes \_\_\_\_\_ No \_\_\_\_\_

If no, list owner and specific equipment not owned by Bidder.

\_\_\_\_\_

\_\_\_\_\_

4. Bidder will subcontract all or part of this work.

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, list specific portion of work to be subcontracted, percentage of the work to be subcontracted and subcontractor.

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5. List all equipment to be utilized on this contract.

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6. Contractor's Yard Waste Acceptance Site has \_\_\_\_\_ acres of land available.

7. Contractor's Processing Site has \_\_\_\_\_ acres of land available.

Specific location, owner, address, telephone number of Contractor's Yard Waste Acceptance and Processing Site(s).

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Note: "Contractor's Yard Waste Acceptance Site" shall mean the site identified in the bid where the City is to deliver material. This is the site that will be used in the evaluation of total costs to the City. This site must be available for the entire term of the contract.

8. In case of an emergency, such as a hurricane, bidder must provide a narrative indicating procedures to insure adequate acreage and grinding capabilities to process the yard waste generated by such a storm. Narrative must include location, size and owner of any proposed alternate processing sites or equipment.

9. Bidder anticipates blending street sweepings with yard wastes.

Yes \_\_\_\_\_ No \_\_\_\_\_

10. Bidder anticipates blending ditch material with yard wastes.

Yes \_\_\_\_\_ No \_\_\_\_\_

11. Attach insurance certificate.

12. Affidavit of Non-collusion (Must be completed in order for the bid to be considered).

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

AFFIDAVIT AND CERTIFICATE OF  
NON-COLLUSION, NON-SUSPENSION AND NON-CONVICTION

The undersigned, being first duly sworn, deposes and says:

1. I understand that for the purposes of this affidavit, the term "bidder" shall include the person(s), firm(s), or corporation(s) signing this affidavit, the undersigned's subcontractor(s), subsidiary(ies) and affiliate(s) and any officer, director, employee or agent of the bidder; and the term "conviction" shall include guilty pleas, pleadings of nolo contendere and similar pleas.
2. This Affidavit and Certificate is made in accordance with Article 3 of Chapter 133 of the North Carolina General Statutes; I certify that this proposal is made without prior understanding, agreement, or connection with any person(s), firm(s), or corporation(s) making bids or proposals; I further certify that the bidder has not entered into any agreement with any other bidder or prospective bidder or with any other person(s), firm(s) or corporation(s) relating to the price named in said proposal, nor any agreement or arrangement under which any person(s), firm(s) or corporation(s) is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among bidders; I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and I further certify that the bidder will abide by all terms of this bid or proposal.
3. The bidder is not suspended or debarred from bidding by any federal or state governmental agency that is providing funds for this contract.
4. The bidder is not presently charged in an indictment or information with engaging in any conspiracy, combination, or other unlawful act in restraint of trade or any similar charges in any federal court or a court of this or any other state.
5. The bidder, within one year immediately preceding the date of this affidavit, has not been convicted of charges or engaging in any conspiracy, combination, or other unlawful act in restraint of trade or similar charges in any federal court or a court of this or any other state.
6. If, during the time of this proposal, from the date advertised to the date bids are opened, the bidder is indicted or convicted of bid-rigging, I understand this proposal shall be rejected and not considered for award.
7. I hereby affirm that all information contained in this affidavit is true, correct, accurate and complete, and any untrue, incorrect, inaccurate or incomplete statements will result in the disqualification and rejection of this proposal. I certify that I am authorized to sign this bid and to make the representations set forth herein on behalf of myself and the bidder.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2012

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

BY: \_\_\_\_\_  
(Owner, Partner, or Corporate President, Vice  
President or Assistant Vice President only)

ATTEST:

\_\_\_\_\_  
(Secretary, Assistant Secretary,  
Cashier or Assistant Cashier only)

(CORPORATE SEAL)

(TO BE EXECUTED ON BEHALF OF THE CONTRACTOR)

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

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

I, \_\_\_\_\_, a Notary Public, certify that  
(Name)

\_\_\_\_\_ personally came  
(Name of Secretary, Assist. Sec., Cashier, Assist. Cashier)

before me this day and acknowledged that he (she) is \_\_\_\_\_  
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

of \_\_\_\_\_, a corporation, and that by authority duly given  
(Name of Corporation)

and as the act of the corporation, the foregoing Affidavit was signed in its name by its

\_\_\_\_\_,  
(President, Vice President, Assist. Vice President)

sealed with its corporate seal, and attest by himself (or herself) as its

\_\_\_\_\_  
(Secretary, Assist. Sec., Cashier, Assist. Cashier)

WITNESS my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2012

\_\_\_\_\_  
Notary Public

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

(SEAL)