

Bertie County Board of Commissioners

Request for Proposals (RFP)

Solid Waste and Recycling Convenience Centers



Scott Sauer, Bertie County Manager
10/8/2014

General Information

The Bertie County Board of Commissioners is currently reviewing the proposed six year extension of its Solid Waste and Recyclables Collection and Disposal agreement with Waste Industries for the operation of five (5) staffed convenience centers, effective July 1, 2015.

The County is requesting competing proposals from qualified private sector providers to locate, construct, manage and operate a minimum of five (5) convenience centers for the purpose of providing solid waste and recycling collection, including transportation to appropriate facilities, and subject to all applicable state and federal laws.

Pre-Proposal Conference

A non-mandatory pre-proposal conference will be held October 13, 2014 at 3:00 p.m. in the County Manager's Office located at 106 Dundee Street in Windsor, NC.

During the pre-proposal conference, interested vendors can request clarity and receive answers and responses to questions related to this request for proposals (RFP).

A copy of the current agreement and historical data are available on the county's website at <http://www.co.bertie.nc.us/> and all interested vendors are encouraged to review these materials.

The County assumes no responsibility for interpretations or assumptions derived from the information presented in this RFP, or other distributed information presented throughout this procurement process.

Deadline/Submission Information

Proposals are **DUE by 10:00AM on November 6, 2014.**

Applications may be dropped off to the Clerk to Board, Sarah S. Tinkham, using either of the following methods: in-person drop off, or via mail.

In person applications may be submitted at the County Manager's Office located at 106 Dundee Street in Windsor, NC.

Proposals may also be submitted via mail to: Bertie County Manager's Office
ATTN: Clerk to the Board
PO Box 530
Windsor, NC 27983

Please Note: The Board of Commissioners reserves the right to reject any or all proposals. The contract award will be based on the most responsible proposal that is in the best interest of Bertie County.

Letter of Intent

Contractors shall confirm their understanding of the expectations and specifications of this Request for Proposals, having reviewed the current convenience center contract (2006) and other public records including original bid specifications and the initial contract (2001). Contractors shall confirm in writing their ability to provide appropriate locations, site development, fencing, office shelter and toilet facilities, recycling containers, white goods, yard waste and solid waste compaction equipment for each convenience center. Proposals must state that the bid will remain valid for acceptance for a period not to exceed 120 days from the acceptance and receipt on November 6, 2014 and thereafter until a contract can be negotiated and executed, whichever occurs first.

Proposal Presentation

Interested vendors shall present their response and qualification information as briefly as possible. The response shall be a succinct and concise description of the qualifications and commitment necessary to locate, construct, manage and operate a minimum of five (5) staffed convenience centers as per the standards set forth in the current contract. The response shall confirm the convenience center locations for the service proposed, and shall submit certification from the receiving landfill(s) and recycling material facilities regarding their ability to accept, dispose, or process the material and volumes throughout the term of the proposed contract. The proposal shall identify a process to address transition time requirements needed to become fully operational.

Three (3) copies of the Bids must be **SEALED** with the envelope clearly marked:

“Proposal for Bertie County Solid Waste and Recycling Convenience Centers”

No proposal shall be considered or accepted unless at the time of its filing, it is accompanied by a deposit equal to not less than five percent (5%) of this proposal. The bid deposit may be in the following forms: cash, cashier’s check, certified check or a bid bond by a surety licensed in North Carolina. This deposit shall be retained if the successful bidder fails to execute the contract within ten (10) days after the contract award or fails to give satisfactory surety as required therein.

After the formal acceptance and approval by the Bertie County Board of Commissioners, the successful bidder will be notified promptly in writing and will be expected to immediately begin fulfilling the terms of the bid or proposal.

Evaluation of Proposals

Bertie County Government, at its sole discretion, following an objective evaluation, will award this contract to the most responsive, responsible Contractor as compared to the existing operating agreement and the services provided. The proposals will be evaluated on a “best overall value” basis including, but not limited to, completeness and content of proposal, pricing, quality, the Contractor’s ability to meet expectations, the Contractor’s ability to provide a team of skilled, trained employees, and the Contractor’s experience with similar projects, and the ability of the Contractor to perform the services outlined herein.

Safety—The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while constructing or operating the solid waste and recycling convenience centers. Minimum safety items include steel-toed boots, gloves, hearing protections and eye protection.

Contractor Responsibility—The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work necessary to for the construction and operation of the convenience centers. No declaration of misunderstanding or plea of ignorance of conditions that exist or may later exist, or of conditions or difficulties that may be encountered in the work will be accepted as justification for failure or omission on the part of the Contractor to fulfill, in every detail, the requirements of this request for proposals and the ensuing contract. Nor, shall any assertion of misunderstanding or plea of ignorance of conditions be accepted as a basis for any additional expense to Bertie County or claims whatsoever for extra compensation from Bertie County.

Permits—The Contractor to whom the project is awarded will be required to obtain and be responsible for payment of all required permits either from the County or the State of North Carolina.

State and Federal Laws—The Contractor for this project must be knowledgeable in the State and Federal laws as well as the policies, procedures, and regulations of all County and Local authorities having jurisdiction over this work.

Changes, Deletions, Additions—No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges, or price will be permitted by the Contractor without the prior written approval from the County Manager for Bertie County.

Anti-Discrimination—By submitting their Proposal, all Contractors certify to Bertie County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended. The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all State and Federal requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees with regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

Historically Underutilized Businesses—Pursuant to G.S. 143-128.2 Bertie County invites and encourages participation in the Request for Proposals process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit centers for the blind and severely disabled. Nothing in this outreach effort shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from minority business contractors or minority business subcontractors who do not submit the lowest responsive responsible bid or bids.

Drug-Free Workplace Certification—The Drug Free Workplace Act of 1988 requires certification by the Contractor prior to award, that they will maintain a drug-free workplace as defined by law with appropriate signage, awareness programs and publications. Contractor's employees shall be prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in accordance with the requirements of the Drug Free Workplace Act of 1988.

U.S. Citizenship and Immigration Services compliance—By submitting their Proposal, all Contractors certify that they will conform to the provisions and requirements for E-Verify as authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996.

Questions

If you have question, or if you'd like to request additional information, please contact Bertie County Manager, Scott Sauer at (252) 794-5300, or via email at scott.sauer@bertie.nc.gov.



August 20, 2014

Scott Sauer
County Manager
PO Box 530
106 Dundee Street
Windsor, North Carolina 27983

Ref: Request For Extension for Convenience Site Agreement

Dear Mr. Sauer,

Attached please find an amendment to extend our current agreement for operation of your convenience sites. Our current agreement is in its final year. We propose no changes in any terms or conditions.

Please let me know if you have any questions or concerns. We look forward to our continued relationship providing the citizens of Bertie County the environmentally friendly, cost effective service they deserve.

Respectfully,

Norma Yanez
Government Contracts Manager

**STATE OF NORTH CAROLINA
COUNTY OF BERTIE**

**AMENDMENT OF CONTRACT AGREEMENT
BETWEEN BERTIE COUNTY AND WASTE INDUSTRIES, LLC**

This Amendment of the Contract made between **Bertie County and Waste Industries, LLC** dated July 1, 2006:

Section 2.1: Term

The term of this contract will be extended to June 30, 2020.

All other previous terms and conditions of this section remain the same.

All other previous terms and conditions of entire contract remain the same.

In witness whereof, the Town and Contractor have executed this contract amendment as of this day and year first written:

WASTE INDUSTRIES LLC

BERTIE COUNTY

BY: _____
Thomas Winstead, Vice President

BY: _____

ATTEST:

ATTEST:

DATE: _____

DATE: _____

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.” _____

Signature of Finance Office

**STATE OF NORTH CAROLINA
COUNTY OF BERTIE**

**AMENDMENT OF CONTRACT AGREEMENT
BETWEEN BERTIE COUNTY AND WASTE INDUSTRIES, LLC**

This Amendment of the Contract made between Bertie County and Waste Industries, LLC dated July 1, 2006:

Section 2.1: Term

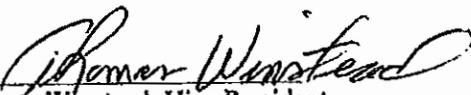
Beginning January 1, 2014, the term of this contract will be extended to June 30, 2015. All other previous terms and conditions of this section remain the same.

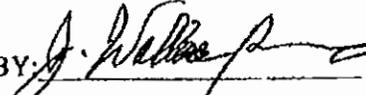
All other previous terms and conditions of entire contract remain the same.

In witness whereof, the Town and Contractor have executed this contract amendment as of this day and year first written:

WASTE INDUSTRIES LLC

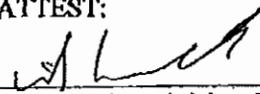
BERTIE COUNTY

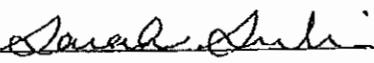
BY: 
Thomas Winstead, Vice President

BY: 

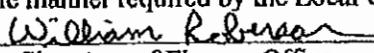
ATTEST:

ATTEST:


Robert Lohr, Division Controller
Michael Howell
DATE: 2-14-14


DATE: 2/5/14

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."


Signature of Finance Office

Scott Sauer

Subject: Waste Industries--historical summary of convenience center annual cost

<u>YR</u>	<u>AMT</u>	<u>INC</u>
2014	\$491,177.09	1.86%
2013	\$482,191.77	2.70%
2012	\$469,526.27	3.34%
2011	\$454,340.77	2.84%
2010	\$441,804.18	2.41%
2009	\$431,398.84	3.97%
2008	\$414,941.06	3.71%
2007	\$400,089.11	9.03%
2006	\$366,954.91	4.46%
2005	\$351,297.29	2.05%
2004	\$344,226.96	2.50%
2003	\$335,826.96	1.50%
2002	\$330,867.60	0.19%
2001	\$330,246.98	-

Note: FY 2014-2015 includes \$496,180 for convenience center operations under contract with Waste Industries

SOLID WASTE AND RECYCLABLES COLLECTION AND DISPOSAL

**BERTIE COUNTY
MANNED CONVENIENCE CENTERS**

CONTRACT

by and between

BERTIE COUNTY

and

WASTE INDUSTRIES, L.L.C.

July 1, 2006

TABLE OF CONTENTS

Section 1:	Definitions
Section 2:	Term
Section 3:	Force Majeure
Section 4:	PerformanceTransportation & Disposal
Section 5:	Transportation and Performance
Section 6:	Responsibility of Contractor
Section 7:	Contractor's Services
Section 8:	Rates
Section 9:	Operational Changes/Adjustments
Section 10:	Grant or Right
Section 11:	Miscellaneous Provisions
	Signatures

STATE OF NORTH CAROLINA
COUNTY OF BERTIE

THIS AGREEMENT (the "Contract") is made as of the 1st day of July, 2006 by and between Bertie County, North Carolina (the "County") and Waste Industries, L.L.C., a corporation organized and existing under and by virtue of the laws of the State of North Carolina with its principal office in Raleigh, North Carolina (the "Contractor").

RECITALS:

The County desires to ensure the availability of Manned Convenience Centers for the economically and environmentally sound collection of solid waste and recyclables for the ultimate disposal of solid waste at a sanitary landfill and delivery of recyclables to market through extension of such Contract.

The governing authority of the County has the power to negotiate and enter into service contracts and extensions of contracts for the handling and disposal of such solid waste and recyclables.

The Contractor will own or lease property upon which it operates a minimum of five (5) manned convenience centers to service the foregoing objectives of the County.

NOW, THEREFORE, in consideration of the premises, the parties agree:

Section 1: Definitions: The following definitions will apply in this Agreement:

1.1 Bulk Waste Items: Furniture including upholstered pieces, box springs, mattresses and television sets.

1.2 Customer: Any individual resident of the County. "Customer" shall not include commercial or industrial establishments.

1.3 Hazardous Waste Materials: A solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:

- a. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or,
- b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
- c. As identified by the North Carolina Department of Environmental Health and Natural Resources (NCDEHNR) as unsafe.

1.4 Recycling: Any process by which solid waste, or materials which would otherwise become solid waste, are

collected, separated, or processed, and reused or returned to use in the form of raw materials or products.

- 1.5 **Recyclable Material:** Means aluminum and bi-metal cans, steel (including tin plated steel) cans, plastic soda bottles and plastic milk and water jugs, newsprint (including advertising inserts), glass containers (clear, green and brown), and other items deemed now or at a later date to be recyclable, based on the market and demand for such materials.
- 1.6 **Solid Waste:** All material customarily referred to as garbage, or refuse, and other discarded material, including solid and semi-solid materials or materials but not including: (a) hazardous waste materials, (b) solid or dissolved materials in domestic sewage, (c) solid or dissolved materials in irrigation return flows, (d) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880), (e) source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954, as amended (68 STAT.923), (f) vehicular tires, motor oil, lead acid batteries, or (g) construction and demolition debris.
- 1.7 **White Goods:** Any and all household appliances (such as washing machines, stoves, etc.) without CFC refrigerants.
- 1.8 **Yard Waste:** Brush from yards, grass clippings, leaves, limbs and shrubbery trimmings from normal household activity.

Section 2: Term

- 2.1 Contractor does hereby agree to furnish all necessary equipment, materials and labor to provide solid waste and recycling collection. This Agreement shall be binding upon all parties for a period of sixty (60) months beginning July 1, 2006, and ending June 30, 2011. During each year of this Agreement, the parties hereto may, by mutual consent, extend the term of this Agreement for additional one (1) year periods, hereinafter referred to as "Extension Terms", according to the following provisions:
 - a. No later than twelve (12) months from the commencement date of this Agreement and prior to the end of each twelve (12) month period thereafter, the Contractor and the County shall meet and discuss the Contractors' performance during the preceding twelve (12) month period. Upon finding that the Contractors' performance is satisfactory and that it is in the best interest of the County and the Contractor to continue this Agreement beyond the current term, then by mutual agreement the parties hereto shall extend this Agreement for an additional one (1) year period (the "Extension Terms"). The effect of the Extension Terms will be to reset the expiration date of this Agreement annually to a date five (5) years from the end of each such twelve (12) month period.
 - b. The Provision for "continuity of service" is designed to allow the Contractor and the County to discuss and decide long range aspects of the disposal and collection system, including discussion related to capital equipment purchased by the Contractor for use in connection with this Agreement prior to the expiration date of the Agreement and to allow for improvements in the collection system.

2.2 Insurance: The Contractor shall at all times during the term of this Agreement and any renewals maintain in full force and effect Workers' Compensation, Employers' Liability, Automobile Liability and General Liability coverage written by insurance companies licensed to do business in the State of North Carolina. The Contractor agrees to furnish the contract manager certificates of other evidence satisfactory to Bertie County to the effect that such insurance has been procured and is in force. The certificates shall contain a provision that the policies will not be canceled without provident Bertie County at least thirty (30) days written notice.

Commercial General Liability – Each Occurrence:

General Aggregate	\$ 1,000,000
Products – Comp./Op. Aggregate	\$ 1,000,000
Personal & Adv. Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any One Fire)	\$ 100,000
Medical Expense (Any One Person)	\$ 5,000

Automobile Liability – Any Auto:

Combined Single Unit	\$ 1,000,000
----------------------	--------------

Excess Liability:

Each Occurrence	\$10,000,000
Aggregate	\$10,000,000

Workers' Compensation-Statutory Limits:

Each Accident	\$ 100,000
Disease-Policy Limit	\$ 500,000
Disease-Each Employee	\$ 100,000

2.3 Indemnification: The Contractor will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, cost, expenses, and attorneys fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this contract; provided, however, that the Contractor will 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 for a willful or negligent act or omission of the County, its officers, agents, servants, and employees.

Section 3: Force Majeure

3.1 In the event Waste Industries or Bertie County is rendered unable, wholly or in part, by an event of Force Majeure to carry out any of its obligations under this Agreement, then, in addition to the other remedies provided in this Agreement, the obligations of Waste Industries or Bertie County may be suspended during the continuation of any inability so caused by the event of Force Majeure, but for no longer period. Any time that Waste Industries or Bertie County intends to rely upon an event of Force Majeure to suspend obligations as provided in this Section, Waste Industries or Bertie County shall notify the other party to this Agreement as soon as reasonably practicable, describing in reasonable detail the circumstances of the event

of Force Majeure. Notice shall again be given when the effect of the event of Force Majeure has ceased.

- 3.2 For purposes of this Agreement, "Force Majeure" means any act, event or condition that is beyond the reasonable control of Waste Industries or Bertie County, including, without limitation: (i) an act of God or similar occurrence; (ii) interference by third parties with any solid waste, transfer or disposal operations or any other duties of Waste Industries or Bertie County hereunder; (iii) an act of public enemy, war, blockade, insurrection, riot, general arrest or restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (iv) a strike, work slowdown, or similar industrial or labor action; (v) any order or judgment or other act of any federal, state, county or local court, administrative agency or governmental office or body, including, without limitation, such an order or judgment which limits the duration of this Agreement to less than the term as set forth in Section 2 Term of this Agreement or which stays, invalidates, or otherwise affects the performance of the parties hereunder; (vi) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license or other governmental approval required by the parties to perform hereunder which does not result from any negligent or willful act or omission of Waste Industries or Bertie County; (vii) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, permit, regulation or ordinance after the effective date hereof, applicable to Bertie County, Waste Industries or the parties' subcontractors, adversely affecting the parties' obligations hereunder; (viii) the institution of a legal or administrative action, or similar proceeding, by any person, firm, corporation, agency or other entity which delays or prevents any aspect of performance of the parties hereunder; or (ix) either party is for any reason (other than any reason resulting from their own negligent or willful act or omission) delayed or barred by governmental or judicial action from collecting all or any part of the fees to be paid under this Agreement, as may be from time to time adjusted.

Section 4: Performance

- 4.1 The Contractor shall perform its obligations in a fair and efficient manner. If the County deems that the Contractor is not performing as required under the terms of the Contract, the County shall notify the Contractor in writing of the deficiencies and allow the Contractor fifteen (15) days in which to object in writing to the noted deficiencies. The Contractor shall have up to thirty (30) days in which to make the necessary adjustments to remedy the deficiencies. In the event the Contractor fails to comply with the terms of this Contract after thirty (30) days written notice of the default, then the County may terminate this Contract and the Contractor will be responsible for damages as provided by law to include reasonable attorneys' fees incurred by the County in enforcing this Agreement.

Section 5: Transportation and Disposal

- 5.1 All acceptable solid waste and recyclables hauled by the Contractor will be contained so that leaking, spilling, or blowing of the contents from the vehicle or container is prevented. In the event of any spillage, the Contractor shall immediately clean up the litter, and perform such other clean up, removal or remedial actions as are required by the county manager, in an environmentally acceptable manner. The Contractor will not be required to collect or transport any hazardous waste as defined by the U.S. Environmental Protection Agency or any waste that would not be acceptable for disposal at the East Carolina Environmental Landfill in Bertie County.

5.2 The County will make available to the Contractor a permitted sanitary landfill or transfer station for the disposal of solid waste. In lieu of a landfill an alternative disposal site may be utilized by the County. Cost of performance under this Contract is based on the current location of the East Carolina Environmental Landfill and should the transfer station or other disposal site location be changed, then the County agrees to an adjustment in the price based on the increased or decreased cost of transportation incurred by the Contractor.

5.3 Recycling Services: The Contractor will transport recyclables to a recycling processing facility selected by the Contractor, which is currently Eastern North Carolina Vocational Center (E.C.V.C.) located in Greenville, North Carolina.

The County agrees that the Contractor will not be forced to collect, process or transport recyclable material for which no market exist.

Section 6: Responsibility of the Contractor

6.1 The Contractor will assign qualified personnel to manage and operate the collection system. The Contractor agrees that all employees will be required to wear clean uniforms that display the name of the Contractor and will identify the individual as an employee of the Contractor. Each employee will carry a valid operators license for the type of vehicle they are required to operate. The Contractor will provide operation and safety training for all operational personnel.

6.2 The Contractor agrees that in the performance of this Agreement, the Contractor will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age, or ancestry.

6.3 The Contractor will comply with the applicable solid waste laws of the State of North Carolina, the rules and regulations of the County of Bertie and with any and all other federal, state and county laws and regulations applicable to the performance of this Agreement.

6.4 The Contractor will be responsible for site clean up and maintenance inside the manned collection sites.

6.5 The Contractor will be solely responsible for providing and maintaining all collection boxes, compaction equipment and basic recycling containers.

Section 7: The Contractors' Services

7.1 Operation: The manned convenience centers will provide containers for, and will dispose of, bulk waste items, recyclable materials, solid waste, white goods, yard waste, used motor oil, and used batteries. The Contractor will maintain the manned convenience centers open for performance for 60 hours per week for 52 weeks per year; Monday through Thursday will be 8 hours per day; Friday and Saturday will be 11

hours per day ,and 6 hours on Sunday. The daily hours of operation will be mutually agreed by the County and the Contractor. The following holidays may be observed by the Contractor on which dates the manned convenience centers may, at the discretion of the Contractor, be closed: Thanksgiving Day, Christmas Day, New Years Day, Easter Monday, Independence Day, and Labor Day. In the event of emergency conditions declared by the county manager, the Contractor will keep the manned convenience center open for receipt of unusual amounts of county solid waste generated or created by such emergency conditions____ and will be properly compensated for the additional hours of operation. Convenience center staff will assist the county residents that require assistance upon request, but will not be required to lift large appliances or other heavy objects.

7.2 Locations: The current 5 convenient centers are as follows:

1. Hardentown - 1134 US Highway 17 North, Windsor, N.C., 27924
2. Rosemeade - 534 Nowell Farm Road (State Road 1314), Coletrain, N.C., 27924
3. Windsor - 307 US 13-17 South, Windsor, N.C., 27893
4. Lewiston - 330 NC Highway 11 North, Lewiston, N.C., 27849
5. Landfill Site - 1051 Landfill Road, Aulander, N.C., 27805

7.3 Transportation: Solid waste and recyclables will be transported to approved facilities.

Section 8: Rates

- 8.1 **Fee:** The fee due to the Contractor from the County for the Contractors' receipt and handling of the County's solid waste and recyclables at the manned convenience centers and the transportation of such waste to the sanitary landfill or transfer station or other designated disposal facility pursuant to the Agreement will be \$33333.33 per month.
- 8.2 **Payment:** Payment for each calendar month of services hereunder will be made by the County on or before the 10th day of the current month.
- 8.3 The compensation payable to the Contractor hereunder will be adjusted on July 1, 2007, and on July 1 of each subsequent year, effective as of each such date, to reflect the Consumer Price Index- Urban Expenditure (CPI-U) as published by the United States Bureau of Labor Statistics for the twelve month period ending March 31 that immediately precedes the effective date of the change. At no time during the life of the contract will the annual increase be less than 2% or more than 7%.

Section 9: Operational Changes/Adjustments

9.1 Changes in the level and type of service will be authorized by the county manager or his designee.

9.2 The Contractor and the County will negotiate adjustments in the rates and charges when:

- a. Adding or reducing the number(s) of sites.
- b. Changing locations
- c. Increasing/decreasing level or hours of service.
- d. Contractors' cost of doing business has increased due to the following:
 1. Changes in governmental (federal, state, local) rules or regulations or events beyond the control of the Contractor such as minimum wage and processing /marketing recyclables.
 2. Natural disaster or other acts of nature such as flooding or hurricanes which increase the normal volume of solid waste to any site.
 3. The cost of fuel increasing more than 5% above the base cost of \$2.75 per gallon. Should the cost of fuel drop below \$2.75 per gallon, the County will be reimbursed accordingly.
 4. Extra services performed outside the normal working hours of the Company or on a federal or state holiday.

Section 10: Grant or Right

The Contractor will be the only person(s) or organization(s) authorized by the County to provide convenient site solid waste and recycling service within Bertie County provided and paid for by the County.

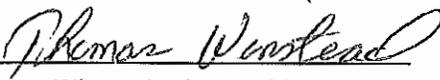
Section 11: Miscellaneous Provisions

11.1 This Agreement will be binding upon the successors, assigns, agents, officials and employees of the parties which shall constitute the entire understanding of the parties. The Contractor may not assign, nor subcontract any portion of this Contract without written approval of the County, which consent will not be unreasonably withheld. The Contractor will comply with any and all applicable federal, state, and local standards, regulations, laws, statutes and ordinances regarding toxic hazardous and solid waste and any other pollutants, public and private nuisances; health or safety; and zoning, subdivision or other land use controls. The Contractor will take all necessary, proper or required safety, preventive and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, U.S. Environmental Protection Agency, North Carolina Department of Environmental Management, and any other federal, state, or local agency having jurisdiction.

11.2 This Contract will be modified, amended or changed only in writing signed by each of the parties.

IN WITNESS WHEREOF, the signed parties have caused this Agreement to be duly executed by their authorized name and caused this Agreement to be duly executed effective July 1, 2006.

WASTE INDUSTRIES, L.L.C.


Thomas Winstead, Vice President

(Seal)

ATTEST:

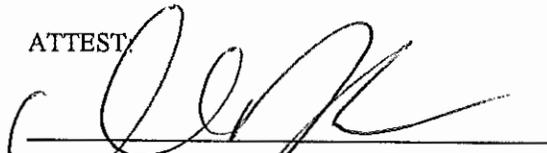

Bob Lohr, Assistant Controller

COUNTY OF BERTIE


Chairman of the Bertie County Board of
Commissioners

(Seal)

ATTEST:


Clerk to the Bertie County Board of
Commissioners

SOLID WASTE AND RECYCLABLES COLLECTION AND DISPOSAL

**BERTIE COUNTY
MANNED CONVENIENCE CENTERS**

CONTRACT

by and between

BERTIE COUNTY

and

WASTE INDUSTRIES, INC.

July, 2001

TABLE OF CONTENTS

Section 1:	Definitions	Page 1
Section 2:	Term	Page 3
Section 3:	Performance	Page 5
Section 4:	Transportation & Disposal	Page 5
Section 5:	Responsibility of Contractor	Page 6
Section 6:	Contractors' Services	Page 7
Section 7:	Rates	Page 8
Section 8:	Operational Changes/Adjustments	Page 8
Section 9:	Grant or Right	Page 9
Section 10:	Miscellaneous Provisions	Page 9
	Signatures	Page 10

STATE OF NORTH CAROLINA
COUNTY OF BERTIE

THIS AGREEMENT (the "Contract") is made as of the 1st day of July, 2001 by and between Bertie County, North Carolina (the "County") and Waste Industries, Inc., a corporation organized and existing under and by virtue of the laws of the State of North Carolina with it's principal office in Raleigh, North Carolina (the "Contractor").

RECITALS:

The County desires to ensure the availability of Manned Convenience Centers for the economically and environmentally sound collection of solid waste and recyclables for the ultimate disposal of solid waste at a sanitary landfill and delivery of recyclables to market through extension of such Contract.

The governing authority of the County has the power to negotiate and enter into service contracts and extensions of contracts for the handling and disposal of such solid waste and recyclables.

The Contractor will own or lease property upon which it operates a minimum of five (5) manned convenience centers to service the foregoing objectives of the County.

NOW, THEREFORE, in consideration of the premises, the parties agree:

Section 1: Definitions: The following definitions will apply in this Agreement:

- .1 **Bulk Waste Items:** Furniture including upholstered pieces, box springs, mattresses and television sets.
- .1 **Customer:** Any individual resident of the County. "Customer" shall **not include commercial or industrial establishments.**
- .1 **Hazardous Waste Materials:** A solid waste, or combination of solid wastes, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:
 - a. Cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or,
 - b. Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.
 - c. As identified by the North Carolina Department of Environmental Health and Natural Resources (NCDEHNR) as unsafe.
- 1.4 **Recycling:** Any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed, and reused or returned to use in the form of raw materials or products.

- 1.4 **Recyclable Material:** Means aluminum and bi-metal cans, steel (including tin plated steel) cans, plastic soda bottles and plastic milk and water jugs, newsprint (including advertising inserts), glass containers (clear, green and brown), and other items deemed now or at a later date to be recyclable, based on the market and demand for such materials.
- 1.6 **Solid Waste:** All material customarily referred to as garbage, or refuse, and other discarded material, including solid and semi-solid materials or materials but not including: (a) hazardous waste materials, (b) solid or dissolved materials in domestic sewage, (c) solid or dissolved materials in irrigation return flows, (d) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880), (e) source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954, as amended (68 STAT.923), (f) vehicular tires, motor oil, lead acid batteries, or (g) construction and demolition debris.
- 1.7 **White Goods:** Any and all household appliances (such as washing machines, stoves, etc.) without CFC refrigerants.
- 1.8 **Yard Waste:** Brush from yards, grass clippings, leaves, limbs and shrubbery trimmings from normal household activity.

Section 2: Term

- 2.1 Contractor does hereby agree to furnish all necessary equipment, materials and labor to provide solid waste and recycling collection. This Agreement shall be binding upon all parties for a period of sixty (60) months beginning July 1, 2001, and ending June 30, 2006. During each year of this Agreement, the parties hereto may, by mutual consent, extend the term of this Agreement for additional one (1) year periods, hereinafter referred to as "Extension Terms".
- 2.2 Insurance: The Contractor shall at all times during the term of this Agreement and any renewals maintain in full force and effect Workers' Compensation, Employers' Liability, Automobile Liability and General Liability coverage written by insurance companies licensed to do business in the State of North Carolina. The Contractor agrees to furnish the contract manager certificates of other evidence satisfactory to Bertie County to the effect that such insurance has been procured and is in force. The certificates shall contain a provision that the policies will not be canceled without provident Bertie County at least thirty (30) days written notice.

Commercial General Liability -- Each Occurrence:

General Aggregate	\$ 1,000,000
Products -- Comp./Op. Aggregate	\$ 1,000,000
Personal & Adv. Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any One Fire)	\$ 100,000

Medical Expense (Any One Person)	\$ 5,000
<u>Automobile Liability – Any Auto:</u>	
Combined Single Unit	\$ 1,000,000
<u>Excess Liability:</u>	
Each Occurrence	\$10,000,000
Aggregate	\$10,000,000
<u>Workers' Compensation-Statutory Limits:</u>	
Each Accident	\$ 100,000
Disease-Policy Limit	\$ 500,000
Disease-Each Employee	\$ 100,000

- 2.3 Indemnification: The Contractor will indemnify and save harmless the County, its officers, agents, servants, and employees from and against any and all suites, actions, legal proceedings, claims, demands, damages, cost, expenses, and attorneys fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this contract; provided, however, that the Contractor will not be liable for any suites, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this contract for a willful or negligent act or omission of the County, its officers, agents, servants, and employees.

Section 3: Performance

- 3.1 The Contractor shall perform its obligations in a fair and efficient manner. If the County deems that the Contractor is not performing as required under the terms of the Contract, the County shall notify the Contractor in writing of the deficiencies and allow the Contractor fifteen (15) days in which to object in writing to the noted deficiencies. The Contractor shall have up to thirty (30) days in which to make the necessary adjustments to remedy the deficiencies. In the event the Contractor fails to comply with the terms of this Contract after thirty (30) days written notice of the default, then the County may terminate this Contract and the Contractor will be responsible for damages as provided by law to include reasonable attorneys' fees incurred by the County in enforcing this Agreement.
- 3.2 The County will pay the monthly fee provided for by this Agreement by the 10th of each month provided that if the Contractor fails to comply with the terms of this Contract after thirty (30) days written notice, the County is authorized to withhold payment until the resolution of the default has been made or this Agreement is terminated for reasons of default.
- 3.3 Force Majeure: The Contractor is not deemed to be in default when its inability to perform any or all of the terms of this Agreement is the result of conditions completely beyond the control of the Contractor including; but not limited to, war or public enemy, government interference, civil disorder, natural disasters, or inclement weather, acts of God so severe that safe travel is made impossible.

Section 4: Transportation and Disposal

- 4.1 All acceptable solid waste and recyclables hauled by the Contractor will be contained so that leaking, spilling, or blowing of the contents from the vehicle or container is prevented. In the event of any spillage, the Contractor shall immediately clean up the litter, and perform such other clean up, removal or remedial actions as are required by the county manager, in an environmentally acceptable manner. The Contractor will not be required to collect or transport any hazardous waste as defined by the U.S. Environmental Protection Agency or any waste that would not be acceptable for disposal at the East Carolina Environmental Landfill in Bertie County.
- 4.2 The County will make available to the Contractor a permitted sanitary landfill or transfer station for the disposal of solid waste. In lieu of a landfill an alternative disposal site may be utilized by the County. Cost of performance under this Contract is based on the current location of the East Carolina Environmental Landfill and should the transfer station or other disposal site location be changed, then the County agrees to an adjustment in the price based on the increased or decreased cost of transportation incurred by the Contractor.
- 4.3 Recycling Services: The Contractor will transport recyclables to a recycling processing facility selected by the Contractor, which is currently Eastern North Carolina Vocational Center (E.C.V.C.) located in Greenville, North Carolina.

The County agrees that the Contractor will not be forced to collect, process or transport recyclable material for which no market exist.

Section 5: Responsibility of the Contractor

- 5.1 The Contractor will assign qualified personnel to manage and operate the collection system. The Contractor agrees that all employees will be required to wear clean uniforms that display the name of the Contractor and will identify the individual as an employee of the Contractor. Each employee will carry a valid operators license for the type of vehicle they are required to operate. The Contractor will provide operation and safety training for all operational personnel.
- 5.2 The Contractor agrees that in the performance of this Agreement, the Contractor will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age, or ancestry.
- 5.3 The Contractor will comply with the applicable solid waste laws of the State of North Carolina, the rules and regulations of the County of Bertie and with any and all other federal, state and county laws and regulations applicable to the performance of this Agreement.
- 5.4 The Contractor will be responsible for site clean up and maintenance inside the manned collection sites.

- 5.5 The Contractor will be solely responsible for providing and maintaining all collection boxes, compaction equipment and basic recycling containers.

Section 6: The Contractors' Services

6.1 Operation: The manned convenience centers will provide containers for, and will dispose of, bulk waste items, recyclable materials, solid waste, white goods, yard waste, used motor oil, and used batteries. The Contractor will maintain the manned convenience centers open for performance for 60 hours per week for 52 weeks per year; Monday through Thursday will be 8 hours per day; Friday and Saturday will be 11 hours per day, and 6 hours on Sunday. The daily hours of operation will be mutually agreed by the County and the Contractor. The following holidays may be observed by the Contractor on which dates the manned convenience centers may, at the discretion of the Contractor, be closed: Thanksgiving Day, Christmas Day, New Years Day, Easter Monday, Independence Day, and Labor Day. In the event of emergency conditions declared by the county manager, the Contractor will keep the manned convenience center open for receipt of unusual amounts of county solid waste generated or created by such emergency conditions and will be properly compensated for the additional hours of operation. Convenience center staff will assist the county residents that require assistance upon request, but will not be required to lift large appliances or other heavy objects.

6.2 Locations: The current 5 convenient centers are as follows:

1. Hardentown - 1134 US Highway 17 North, Windsor, N.C., 27924
2. Rosemeade - 534 Nowell Farm Road (State Road 1314), Coletrain, N.C., 27924
3. Windsor - 307 US 13-17 South, Windsor, N.C., 27893
4. Lewiston - 330 NC Highway 11 North, Lewiston, N.C., 27849
5. Landfill Site - 1051 Landfill Road, Aulander, N.C., 27805

6.3 Transportation: Solid waste and recyclables will be transported to approved facilities.

Section 7: Rates

7.1 **Fee**: The fee due to the Contractor from the County for the Contractors' receipt and handling of the County's solid waste and recyclables at the manned convenience centers and the transportation of such waste to the sanitary landfill or transfer station or other designated disposal facility pursuant to the Agreement will be \$27,572.00 per month.

7.2 **Payment**: Payment for each calendar month of services hereunder will be made by the County on or before the 10th day of the current month.

7.3 The compensation payable to the Contractor hereunder will be adjusted on July 1, 2002, and on July 1 of each subsequent year, effective as of each such date, to reflect the Consumer Price Index (CPI) as published

in the American City & County magazine in April of each year. The automatic adjustment provided hereunder will be limited to a change of 6% in any year; in the event of a CPI increase in excess of 6%, the parties will negotiate in good faith to determine whether an adjustment in excess of 6% will be paid.

Section 8: Operational Changes/Adjustments

- 8.1 Changes in the level and type of service will be authorized by the county manager or his designee.
- 8.2 The Contractor and the County will negotiate adjustments in the rates and charges when:
- a. Adding or reducing the number(s) of sites.
 - b. Changing locations.
 - c. Increasing/decreasing level or hours of service.
 - d. Contractors' cost of doing business has increased due to the following:
 1. Changes in governmental (federal, state, local) rules or regulations or events beyond the control of the Contractor such as minimum wage and processing /marketing recyclables.
 2. Natural disaster or other acts of nature such as flooding or hurricanes which increase the normal volume of solid waste to any site.
-
1. The cost of fuel increasing more than 5% above the base cost of \$1.25 per gallon.
 2. Extra services performed outside the normal working hours of the Company or on a federal or state holiday.

Section 9: Grant or Right

The Contractor will be the only person(s) or organization(s) authorized by the County to provide convenient site solid waste and recycling service within Bertie County provided and paid for by the County.

Section 10: Miscellaneous Provisions

- 10.1 This Agreement will be binding upon the successors, assigns, agents, officials and employees of the parties which shall constitute the entire understanding of the parties. The Contractor may not assign, nor subcontract any portion of this Contract without written approval of the County, which consent will not be unreasonably withheld. The Contractor will comply with any and all applicable federal, state, and local standards, regulations, laws, statutes and ordinances regarding toxic hazardous and solid waste and any other pollutants, public and private nuisances; health or safety; and zoning, subdivision or other land use controls. The Contractor will take all necessary, proper or required safety, preventive and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, U.S. Environmental Protection Agency, North Carolina Department of Environmental

Management, and any other federal, state, or local agency having jurisdiction.

10.2 This Contract will be modified, amended or changed only in writing signed by each of the parties.

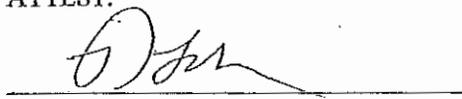
IN WITNESS WHEREOF, the signed parties have caused this Agreement to be duly executed by their authorized name and caused this Agreement to be duly executed effective July 1, 2001.

WASTE INDUSTRIES, INC.

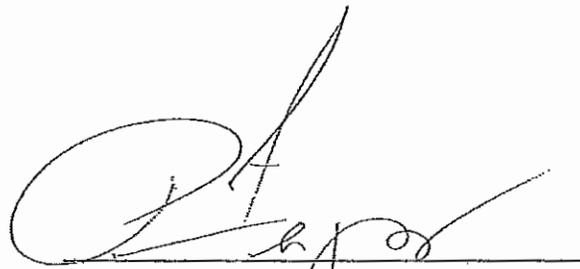

Thomas Winstead, Vice President

(Seal)

ATTEST:

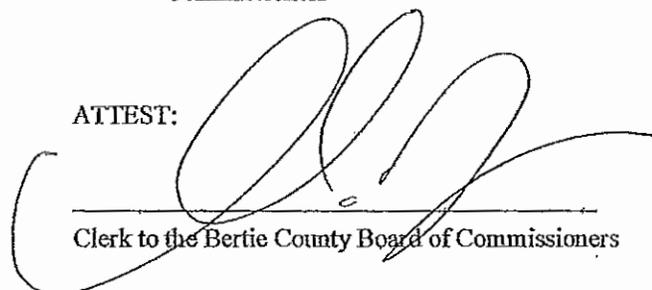

Bob Lohr, Assistant Controller

COUNTY OF BERTIE


Chairman of the Bertie County Board of
Commissioners

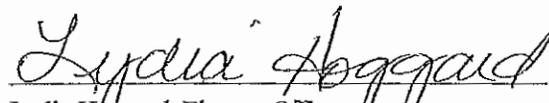
(Seal)

ATTEST:


Clerk to the Bertie County Board of Commissioners

This agreement has been preaudited in the manner required by the Local Government Board and Fiscal Control Act

By:


Lydia Hoggard, Finance Officer

BID SPECIFICATIONS
FOR
BERTIE COUNTY CONVENIENCE CENTER
CONTRACTS

The County desires to ensure the availability of Manned Convenience Centers for the economically and environmentally sound collection of solid waste and recyclables for the ultimate disposal of solid waste at a sanitary landfill and delivery of recyclables to market through extension of such Contract.

The governing authority of the County has the power to negotiate and enter into service contracts and extensions of contracts for the handling and disposal of such solid waste and recyclables.

The Contractor will own or lease property upon which it will engineer, design, permit, construct, and operate a minimum of five (5) Manned Convenience Centers to service the foregoing objectives of the County.

I. **Definitions.** The following definitions shall apply:

1.1 **Bulk Waste Items:** Furniture including upholstered pieces, box springs, mattresses and televisions sets.

1.2 **Customer:** Any individual resident of the County. "Customer" shall not include commercial or industrial establishments.

1.3 **Hazardous Waste Materials:** A solid waste, or combination of solid waste, which because of its quantity, concentration, or physical, chemical or infectious characteristics may:

a. cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitative reversible illness, or

b. pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

1.4 **Recycling:** Any process by which solid waste, or materials which would otherwise become solid waste, are collected, separated, or processed, and reused or returned to use in the form of raw materials or products.

1.5 **Recyclable Material:** Means aluminum and bi-metal cans, steel (including tin plated steel) cans, plastic soda bottles and plastic milk and water jugs, newsprint (including advertising inserts), glass containers (clear, green and brown), and

other items deemed now or at a later date to be recyclable, based on the market and demand for such materials.

1.6 **Solid Waste:** All material customarily referred to as garbage, or refuse, and other discarded material, including solid and semi-solid materials or materials but not including: (a) hazardous waste materials, (b) solid or dissolved materials in domestic sewage, (c) solid or dissolved materials in irrigation return flows, (d) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880), (e) source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954, as amended (68 STAT. 923), (f) vehicular tires, motor oil, lead acid batteries, or (g) construction and demolition debris.

1.7 **White Goods:** Any and all household appliances (such as washing machines, stoves, etc.), without CFC refrigerants.

1.8 **Yard Waste:** Brush from yards, grass clippings, leaves, limbs and shrubbery trimmings from normal household activity.

II. **The Contractor's Services**

2.1 **Location of Manned Convenience Centers:** The five (5) convenience centers established by Contractor shall be located throughout the County in a manner reasonably calculated to ensure convenient and ready access by all citizens of Bertie County. All bids shall specifically identify the number and proposed locations of the convenience centers.

2.2 **Operation:** The Managed Convenience Centers shall provide containers for, and shall dispose of, Bulk Waste Items, Recyclable Materials, Solid Waste, White Goods, Yard Waste, Used Motor Oil, and Used Batteries. The Contractor shall maintain the Manned Convenience Centers open for performance for a minimum of 60 hours per week for fifty-two (52) weeks per year, eight (8) hours per day, Monday through Thursday, eleven (11) hours per day on Friday and Saturday, and six (6) hours on Sunday. The daily hours of operation will be mutually agreed by the County and the Contractor. The following holidays may be observed by the Contractor on which dates the Manned Convenience Centers may, in the discretion of the Contractor, be closed: Thanksgiving Day, New Year's Day, Eastern Monday, Independence Day and Labor Day. In the event of emergency conditions declared by the County Manager, the Contractor shall keep the Manned Convenience Center open for receipt of unusual amounts of County Solid Waste generated or created by such emergency conditions. Convenience center staff shall assist County residents that require assistance upon request but shall not be required to lift large appliances or other heavy objects.

2.3 **Recycling:** The Contractor shall provide recycling containers at the Manned Convenience Centers. Prohibited items are as follows:

a. **Prohibited in Glass:** The following items are prohibited from collection:

a.1 Lids, plate glass, drinking glasses, and any glass other than food or beverage containers.

b. **Prohibited in Plastics:** The following items are prohibited from collection:

b.1 Polystyrene.
b.2 Multi-layered PET containers (such as ketchup containers).

b.3 All plastic films and bags (usually PET).
b.4 Microwave trays and dishes.
b.5 Coated PET containers.
b.6 Deli and bakery trays, covers, containers.
b.7 Pigmented PET and HDPE containers.
b.8 All other transparent Pet colors except green.
b.9 PVC caps, liners and labels.
b.10 Cups
b.11 PET containers for automotive products (motor oil, antifreeze, etc.).
b.12 PET containers for lawn-garden products (insecticide, fertilizer, etc.).

b.13 Animal care products (pet food, health care, etc.)
b.14 PET medical products (drugs, IV solutions, etc.).

c. **Prohibited in Newspaper:**

c.1 Junk mail.
c.2 Magazines.

d. **Prohibited in Aluminum/Steel:**

d.1 Any type of metal siding, dishes, cooking pans, etc.

2.4 **Transportation:** The Contractor shall transport solid waste from the Manned Convenience Centers to The East Carolina Environmental Landfill in Bertie County. The Contractor shall transport recyclables to recycling processing facilities chosen by the Contractor.

III. **County Obligations**

3.1 **Cooperation:** The County shall cooperate, at no expense to the County, with the Contractor's efforts to secure the permits necessary to engineer, design, construct and operate the Manned Convenience Centers.

IV. **Payment:** Payment for each calendar month of services hereunder shall be made by the County on or before the 10th day of the current month.

V. **Term.** The term of the Contract shall commence on July 1, 2006, and shall continue through June 30, 2011.

VI. **Insurance.** The Contractor shall at all times during the term of this Agreement and any renewals maintain in full force and effect Workers' Compensation, Employers' Liability, Automobile Liability and General Liability coverage written by insurance companies licensed to do business in the State of North Carolina. The Contractor agrees to furnish the County certificates of insurance or other evidence satisfactory to the County to the effect that such insurance has been procured and is in force. The certificate shall contain a provision that the policies will not be cancelled without providing the County at least 30 days written notice. The County shall be named as an additional insured.

<u>Type of Insurance Coverage</u>	<u>Policy Limits</u>
Workers' Compensation	Statutory
Employers' Liability	
Bodily Injury by Accident	\$100,000.00 each accident
Bodily Injury by Disease	\$100,000.00 each employee
Bodily Injury by Disease	\$500,000.00 policy limit
Automobile Liability	
Bodily Injury & Property Damage	\$1,000,000.00 each accident
Commercial General Liability	
Bodily Injury & Property Damage	\$1,000,000.00 each occurrence
Excess Liability	\$5,000,000.00 each occurrence

The Contractor will provide a surety bond not less than \$100,000.00 or a guaranteed unconditional letter of credit from a suitable federally insured bonding institution for the same amount.

Indemnification. The Contractor shall indemnify the County from and against any and all claims, damages, losses, penalties, fines, orders of compliance, costs or expenses (including, but not limited to, reasonable fees for attorneys, consultants and experts) arising out of personal injury, property damage or the presence or suspected presence of any toxic or hazardous substance in, on or emanating from the real property occupied by the Manned Convenience Centers, whether said substance is found in the soil, groundwater, air or any other receptor. The Contractor further agrees to indemnify and compensate the County for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred by the County in the enforcement of this agreement.

VII. **Force Majeure** The Contractor shall be relieved of its obligations hereunder when acts of God, war or public enemy, civil commotion, riot or insurrection, governmental interference, severe inclement weather or any other event or condition beyond the control of the Contractor renders substantially impossible its performance hereunder. During such periods a mutually agreed reduction in charges reflecting the reduction in services shall be made. The Contractor shall make all reasonable efforts to resume service as expeditiously as possible.

VIII. **Termination:** In the event of a material breach of its contract on the part of the Contractor, the County may give the Contractor written notice of the nature of the breach and demand its correction. If the Contractor does not, within fourteen days of receipt of such written notice, correct the condition causing the breach, or commence correction in good faith where correction cannot be completed in fourteen days, the County may then terminate the contract on the last day of any month by giving written notice to the Contractor on or prior to the first day of the month in which services are terminated.

IX. **Permits; Licenses:** The Contractor shall obtain and maintain, at its expense, all necessary permits and licenses.

X. **Compliance with Laws:** Contractor shall comply at all times with all applicable federal and state laws and regulations including without limitation all of such laws and regulations dealing with health, safety and the environment.

XI. **Miscellaneous:**

11.1 **Assignment:** The Contractor may not assign or subcontract the agreement without prior written consent of the County except for subcontracts for the processing of recyclable materials.

11.2 **Non-Discrimination:** The Contractor shall not discriminate against any person because of race, creed, gender, age, national origin, handicap or sexual preference.

11.3 **Governing Law:** The agreement shall be governed by the and enforced under the laws of the State of North Carolina. The parties agree that, in the event any civil action of any type or any law suit of any type shall become necessary to enforce or to interpret any of the provisions of this agreement, then said civil action or law suit shall be properly filed only in the Superior Court of Bertie County, North Carolina, and the Superior Court Division of the Trial Courts of the State of North Carolina and Bertie County shall be conclusively deemed by both parties as the only county of proper venue for the filing and hearing of any civil action or law suits between them to enforce or interpret any provisions of this contract.

11.4 **Rejection of Bids:** Bertie County reserves the right to reject any and all bids.

LPS/ 01County/ Bertie Bid Specifications (01-MS-224 jwb)