

Jackson County, North Carolina Solid Waste and Recyclable, Collection, Transfer, and Disposal Services Request for Proposals



County Commissioners:

Mark A. Letson, Chairman

Mark Jones

Tom Stribling

Todd Bryson

John W. Smith

County Manager:

Don Adams

County Director of Public Works:

Chad Parker

April, 2023

Prepared By:

**Jackson County Public Works
Solid Waste and Recycling
Jackson, NC 28779**

JACKSON COUNTY, NORTH CAROLINA

**REQUEST FOR PROPOSALS
RESIDENTIAL SOLID WASTE COLLECTION SERVICES**

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JACKSON COUNTY, NORTH CAROLINA

REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLABLE COLLECTION, TRANSFER AND DISPOSAL SERVICES

1.0 INTRODUCTION

Jackson County, North Carolina (the "County") is requesting proposals from qualified Vendors to provide the following services; 1) Hauling from the Transfer Station to a landfill (MSW/CD), 2) Hauling from the Transfer Station to a Materials Recovery Facility, 3) Operation/Staffing of County Staffed Recycling Centers, 4) Hauling materials MSW/CD and Recycling from the County Staffed Recycling Centers to the Jackson County Transfer Station, 5) Receiving MSW/CD Landfill Services, 6) Hauling and Receiving Scrap Tire Services.

Vendors may submit proposals for one, or a combination of requested services. Vendors should quote prices for each service as a stand-alone service. If prices can be discounted for services when multiple services are contracted with a single vendor the discounted prices should be quoted in addition to the stand-alone price and the Vendor's Proposal should clearly state which combination of services must be contracted in order to get the discounted price.

The County currently operates the Transfer Station.

Separate and sealed proposals will be received by Jackson County, North Carolina in the Office of the Jackson County Public Works: 876 Skyland Drive, Suite 4, Sylva, North Carolina 28779. Phone (828)586-2437 until 2:00 p.m., local prevailing time on May 05, 2023.

Note: For purposes of this RFP, all firms submitting Proposals are referred to as "Vendors." A successful Vendor is referred to as a "Contractor."

2.0 BACKGROUND

Jackson County is currently under contract with Republic Services, Inc to provide staffing, collection, collection equipment and transfer of MSW, C&D (Cashiers only) and Recyclables for County residents at all Staffed Recycling Centers to the Jackson County Transfer Station through December 31, 2023. Jackson County is currently under contract with Kinsland Trucking, Inc. to provide transfer of MSW/CD from the Jackson County Transfer Station to R&B Waste Management landfill located in Homer, GA and Recyclables from the Jackson County Transfer Station to Curbside Recycling in Asheville, NC through December 31, 2023. Jackson County is currently under contract with US Tire Recycling, LLC to provide collection equipment, transportation of tires from vendors to the Jackson County Transfer Station and transportation of tires to the US Tire Facility in Concord, NC through December 31, 2023.

The County has an MSW/CD Transfer Station (Jackson County Transfer Station) located at 26 Recycle Place, Sylva, NC 28779. The County will accept MSW, C&D (Cashiers only) and recycled materials collected under this Contract from the Staffed Recycling Centers at the County Transfer Station at no cost to the Contractor. The County Transfer Station hours of operation are 7:00AM TO 4:00PM Monday through Friday and 7:00 AM TO 12:00 Noon on Saturdays. For the twelve-month period of January 1, 2022 through December 31, 2022, the County Transfer Station transferred 35,416.21 tons and 1,697 loads of MSW with an average weight of 20.37 tons per load. There were 2,086.17 tons of recyclables reported collected from the same time period. Additional charts with hauling data are provided.

2.1 MSW/CD Tonnage

2020 MSW/CD Tonnage

Month	Tonnage	Hauls	Average Tons/Haul
January	2797.11	137	20.42
February	2363.99	115	20.56
March	2987.53	147	20.32
April	3317.44	161	20.61
May	3053.68	146	20.92
June	3474.75	165	21.06
July	3758.21	180	20.88
August	3463.77	167	20.74
September	3113.35	148	21.04
October	3147.57	150	20.98
November	2731.72	136	20.09
December	2776.55	134	20.72
Totals	36985.67	1786	20.71

2021 MSW/CD Tonnage

Month	Tonnage	Hauls	Average Tons/Haul
January	2102.51	110	19.11
February	2278.98	112	20.35
March	2982.62	144	20.71
April	2784.88	144	19.34
May	2677.64	138	19.4
June	2969.09	144	20.62
July	2933.78	139	21.11
August	3288.59	156	21.08
September	3112.65	150	20.75
October	2817.88	135	20.87
November	2706.99	132	20.51
December	2832.1	140	20.23
Totals	33487.71	1644	20.37

2022 MSW/CD Tonnage

Month	Tonnage	Hauls	Average Tons/Haul
January	2136.9	104	20.55
February	2534.7	126	20.12
March	3106.68	148	20.99
April	3044.76	146	20.85
May	3113.9	146	21.33
June	3329.16	157	21.2
July	3293.82	154	21.39
August	3409.09	163	20.91
September	3103.16	149	20.83
October	2762.24	136	20.31
November	2754.37	133	20.71
December	2827.43	135	20.94
Totals	35416.21	1697	20.87

2.2 Recycling Tonnage**2020 Recycling Tonnage**

Month	Commingled Containers Tonnage	Hauls	Fiber Tonnage	Hauls	Total Monthly Hauls	Total Recycling Tonnage
January	53.56	6	100.88	9	15	154.44
February	41.65	5	93.39	8	13	135.04
March	60.82	6	80.84	8	14	141.66
April	58.96	7	105.82	10	17	164.78
May	53.14	6	93.95	9	15	147.09
June	73.57	8	148.4	15	23	221.97
July	81.59	9	122.11	11	20	203.7
August	75.36	8	138.63	12	20	213.99
September	76.43	8	120.87	11	19	197.3
October	63.58	7	124.63	11	18	188.21
November	59.13	7	125.2	12	19	184.33
December	69.14	8	119.49	12	20	188.63
Totals	766.93	85	1374.21	128	213	2141.14

2021 Recycling Tonnage

Month	Commingled Containers Tonnage	Hauls	Fiber Tonnage	Hauls	Total Monthly Hauls	Total Recycling Tonnage
January	54.72	6	115.6	11	17	170.32
February	47.06	6	80.69	8	14	127.75
March	60.26	7	133.97	13	20	194.23
April	57.49	7	109.08	12	19	166.57
May	61.76	7	131.03	13	20	192.79
June	71.16	8	128.55	13	21	199.71
July	80.69	8	143.13	13	21	223.82
August	77.61	8	131.43	12	20	209.04
September	67.43	7	129.5	12	19	196.93
October	70.36	7	131.81	12	19	202.17
November	63.02	7	106.91	11	18	169.93
December	55.99	6	122.96	13	19	178.95
Totals	767.55	84	1464.66	143	227	2232.21

2022 Recycling Tonnage

Month	Commingled Containers Tonnage	Hauls	Fiber Tonnage	Hauls	Total Monthly Hauls	Total Recycling Tonnage
January	51.08	5	87.38	8	13	138.46
February	60.73	7	84.13	9	16	144.86
March	51.71	5	127.54	9	14	179.25
April	52.89	6	123.95	12	18	176.84
May	41.99	6	109.25	11	17	151.24
June	81.47	9	135.5	12	21	216.97
July	66.99	7	105.92	9	16	172.91
August	67.24	7	143.24	13	20	210.48
September	63.29	7	123.9	11	18	187.19
October	55.03	6	95.72	10	16	150.75
November	53.9	6	102.62	10	16	156.52
December	52	6	148.7	12	18	200.7
Totals	698.32	77	1387.85	126	203	2086.17

The County operates eight Solid Waste Staffed Recycling Centers and one unattended site on Soco Mountain. These sites are located throughout the county and the locations are shown on the map included with this RFP. The number of container pulls from each site is listed below. The primary disposal destination for roll-off containers pulled from the Staffed Recycling Centers is 48 Recycle Place, Sylva, NC 28779. However, all metal/whitegoods containers are deposited at Metalwood Recycling located at 656 Skyland Drive, Sylva, NC 28779.

2.3 County Hauling locations, Equipment information and pulls from each location

LOCATION	DISTANCE TO TRANSFER STATION	CONTAINERS REQUIRED	Hauls 2020	Hauls 2021	Hauls 2022
1. Balsam 30 Oak Hill Drive, Sylva, NC 28779	.6 mile	1- 34 cy self-contained compactor for MSW 1- 40 cy open top -Bulk Items 1 – 30 cy open top - Metal 1- 20 cy enclosed for Paper recycling 2 -20 cy open top for Electronics and Containers Recycling	665	647	607
4. Dillsboro 86 Green Energy Park Road, Sylva, NC 28779	9 miles	2- 34 cy self-contained compactor for MSW 2- 40 cy open tops for Metal and Bulk Items 2- 20 cy enclosed for Paper recycling 1- 20 cy open top for Container recycling	625	620	592
2. Cashiers 4560 Hwy 107 South, Cashiers, NC 28717	36 miles	2- 34 cy self-contained compactors for MSW 4- 40 cy open tops for Metal, Bulk Items, and (2) C&D 1- 40 cy stationary compactor for Paper with receiver box 1- 20 cy open top for Electronics 1 – 30 cy open top for Brush County owns (2) 20 cy open tops for Container Recycling	942	856	747
3. Cullowhee 4335 Little Savannah Road, Cullowhee, NC 28723	10 miles	2- 34 cy self-contained compactors for MSW 2- 40 cy open tops for Metal and Bulk Items 1- 40 cy stationary compactor for Paper with receiver box 2- 20 cy enclosed for Container recycling 1- 20 cy open top for Electronics	649	658	625
6. Greens Creek 3795 US 441 South, Sylva, NC 28779	11.1 miles	2- 34 cy self-contained compactor for MSW 2- 40 cy open tops for Metal and Bulk Items 2- 20 cy enclosed for Paper and Container recycling	564	533	518

		1- 20 cy open top Electronics			
5. Glenville 7355 Hwy 107 North, Glenville, NC 28736	24 miles	1- 34 cy self-contained compactor for MSW 1- 40 cy stationary compactor for Paper with receiver box 2- 40 cy open tops Metal and Bulk Items 1- 20 cy enclosed for Container recycling 1- 20 cy open top for Electronics	415	422	389
8. Tuckasegee 997 Canada Road, Tuckasegee, NC 28783	17 miles	1- 34 cy self-contained compactor for MSW 2- 40 cy open tops for Metal and Bulk Items 2- 20 cy enclosed for Paper and Container recycling 1- 20 cy open top Electronics	268	279	263
7. Qualla 145 Shoal Creek Church Loop Road, Whittier, NC 28789	15.5 miles	1- 34 cy self-contained compactor for MSW 2- 40 cy open tops for Metal and Bulk Items 2- 20 cy enclosed for Paper and Container recycling 1- 20 cy open top for Electronics	385	413	394
DOA Building 100 County Services Park, Sylva, NC 28779	7 miles	2- 20 cy enclosed for Paper and Container recycling	14	18	13
Justice Center 401 Grindstaff Cove Road, Sylva, NC 28779	5.2 miles	1- 20 cy enclosed for Paper recycling	7	4	6
Blue Ridge School 95 Bobcat Drive, Cashiers, NC 28717	29.3 miles	2 - 20 cy enclosed for recycling	1	2	5
Cullowhee Valley School 240 Wisdom Drive, Cullowhee, NC 28723	10 miles	2- 20 cy enclosed for Paper and Container recycling	6	4	7

Fairview School 352 Big Orange Way, Sylva, NC 28779	7 miles	2- 20 cy enclosed for Paper and Container recycling	6	11	10
Skyland Services Center 876 Skyland Drive, Sylva, NC 28779	3.5 miles	1- 20 cy enclosed for Container recycling	2	2	3
Scotts Creek School 516 Parris Brach Road, Sylva, NC 28779	2 miles	County owns these 2 – 20 cy enclosed for Container and Paper Recycling	1	5	7
Smokey Mountain Elementary School	15.5 miles	2- 20 cy enclosed for Paper and Container recycling	2	2	5
Smoky Mountain High School 100 Smoky Mountain Drive, Sylva, NC 28779	6 miles	2- 20 cy enclosed for Paper and Container recycling	4	6	3
Soco Mountain 142 Plott Balsam Road, Maggie Valley, NC 28751	29 miles	2- 20 cy enclosed metal doors for MSW	75	68	68
T. Transfer Station 26 Recycle Place, Sylva, NC 28779	6 miles	1 – 40yd open top for Metal	38	52	48
Spare/Swap out Boxes	N/A	2- 34 cy self-contained compactor for MSW 1- 40 cy open top for Cashiers 3- 20 cy open top for Electronics/Recycling	N/A	N/A	N/A
Totals			4669	4602	4310

Currently, US Tire Recycling, LLC is contracted through December 31, 2023 to collect, transport from various vendor and dispose of the tires. The County collects scrap tires from various location inside Jackson County. These sites are located throughout the county and the locations are listed below in the data charts. The number of pulls from each site is listed below. The primary disposal destination scrap tires pulled from the various vendor locations is 48 Recycle Place, Sylva, NC 28779. All tires are currently transported to the US Tire Recycling Facility in Concord, North Carolina.

2.4 Scrap tire Vendor data, pulls and tonnage

2020 Tire Tonnage

Month	Tonnage	Hauls	Average Tons/Haul
January	34.44	3	11.48
February	45.52	4	11.38
March	46.7	4	11.68
April	23.96	2	11.98
May	55.57	5	11.11
June	36.97	3	12.32
July	68.57	6	11.43
August	42.37	4	10.59
September	62.9	6	10.48
October	48.8	4	12.2
November	51.79	5	10.36
December	32.37	3	10.79
Totals	549.96	49	11.22

2021 Tire Tonnage

Month	Tonnage	Hauls	Average Tons/Haul
January	33.5	3	11.16
February	46.53	4	11.63
March	66.54	6	11.09
April	58.34	5	11.67
May	40.91	4	10.23
June	57.09	5	11.42
July	45.46	4	11.37
August	54.8	5	10.96
September	41.47	4	10.37
October	41.97	4	10.49
November	44	4	11
December	54.31	5	10.86
Totals	584.92	53	11.04

2022 Tire Tonnage

Month	Tonnage	Hauls	Average Tons/Haul
January	59.02	5	11.80
February	47.33	4	11.83
March	43.29	4	10.82
April	63.78	6	10.63
May	31.05	3	10.35
June	21.58	2	10.79
July	61.36	6	10.23
August	42.16	4	10.54
September	65.92	6	10.99
October	69.71	6	11.62
November	22.71	2	11.36
December	43.23	4	10.81
Totals	571.14	52	10.98

Tire Locations

Location	Address	Trailers provided	Number of 53' enclosed trailers	Hand pick up location	Distance to the Transfer Station	Estimated Tire/Tons Count
Jackson County Transfer Station	48 Recycle Place, Sylva, NC 28779	Yes	2	No	N/A	*252.12 tons
High Country Tire	8227 Hwy 441 South, Sylva, NC 28779	Yes	1	No	N/A	251.89 tons
Mantz Tire Supercenter	32 Cherry Street, Sylva, CN 28779	Yes	1	No	N/A	70.5 tons
Greens Tire Center	125 Asheville Hwy, Sylva, NC 28779	No	N/A	Yes	5 miles	1987 tires
Cashiers Service Center	185 Hwy 107 South, Cashiers, NC 28717	No	N/A	Yes	31 miles	2195 tires
Hillman Family Automotive	628 Skyland Drive, Sylva, NC 28779	No	N/A	Yes	4.2 miles	303 tires
Reservation Tire and Auto	875 US 441 N, Whittier, NC 28789	No	N/A	Yes	15.5 miles	2085 tires
Professional Brake and Tire	509 Asheville Hwy Suite D, Sylva, NC 28779	No	N/A	Yes	4 miles	663 tires
Sound Extreme	1795 Old Cullowhee Rd, Sylva, NC 28779	No	N/A	Yes	9.3 miles	1432 tires
Metal Wood Recycling	656 Skyland Dr, Sylva, NC 28779	No	N/A	Yes	4 miles	968 tires
Andy Shaw Ford	1231 E Main St, Sylva, NC 28779	No	N/A	Yes	6 miles	1327 tires

*** All hand pick up locations are included in this tonnage**

3.0 QUALIFICATIONS OF VENDORS

To demonstrate its qualifications for the work, each Vendor shall submit with its Proposal satisfactory proof of its qualifications to perform in a satisfactory manner, all of the work covered by this Request for Proposals (RFP). Each Vendor shall submit, among other items, information, evidence, and statements with respect to the following (this information is also required for any Subcontractors):

- A. That it has a well-trained competent organization which has done work of similar character and value. Any subcontractors shall be identified.
- B. That it will have available adequate equipment and facilities to do the work. Information on the proposed collection vehicle(s) and residential container(s) shall be provided. Additionally, information on proposed recycling facilities and/or vendors to be utilized for the processing of Recyclables collected under this Contract shall be provided.
- C. That it has ample equipment, supplies, and repair parts to maintain all required equipment and facilities properly and with a minimum of delay.
- D. A financial statement indicating the financial history and viability of the Vendor.
- E. A listing of current service contracts by the Vendor similar in nature and magnitude to the work proposed herein. The information shall include at a minimum, the following:
 - 1. Contract information (name, location, value); and
 - 2. Owner Information (name, address, telephone number, contact person).

Information submitted is subject to applicable public records law. Proprietary or otherwise confidential information should be marked "Proprietary/Confidential" in the proposal. A request for determination from the Jackson County Attorney as to public records requirements concerning Proprietary/Confidential information should be made before proposal is submitted.

4.0 EXAMINATION OF PROJECT REQUIREMENTS AND CONDITIONS

Before submitting a Proposal, each Vendor shall have the following responsibilities:

- A. Examine this RFP thoroughly;
- B. Visit the County to become familiar with local conditions that may in any manner affect performance of the work; and
- C. Become familiar with Federal, State, and local laws, ordinances, rules and regulations affecting performance of the work.

5.0 INTERPRETATION

All questions about the meaning or intent of this RFP shall be submitted in writing to:

Jackson County Department of Public Works
876 Skyland Drive, Suite 4
Sylva, North Carolina 28779
Attn: Chad Parker, Director
Phone Number: (828) 583-2147
Email: chadparker@Jacksonnc.com

Replies will be issued by email, posted to the County website at Jacksonnc.com, or otherwise delivered to all parties recorded by the County as having received this RFP. Questions received less than five (5) days prior to the date for opening of Proposals will not be answered. Only questions answered by formal written email will be binding. Oral and other interpretations or clarifications will be without legal effect.

Email, when issued, will be on file at the County offices at least twenty-four (24) hours before Proposals are opened. It shall be the Vendor's responsibility to make inquiry as to any emails issued. All such email shall become part of this RFP and all Vendors shall be bound by such email, whether or not received by the Vendors.

6.0 DEFINITIONS

For the purpose of this RFP, the following definitions shall apply:

- A. Gray Goods: furniture or other household items, including upholstered pieces and mattresses.
- B. Contractor: The successful Vendor which the County enters into a Contract for solid waste services.
- C. County: Jackson County, North Carolina
- D. County Transfer Station: The MSW Transfer Facility owned and operated by the County and located at the County's landfill facility (921 Liles Road, Littleton, NC 27850).
- E. Municipal Solid Waste (MSW): Any solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be Municipal solid waste does not include hazardous waste, sludge, industrial waste managed in a solid waste management facility owned and operated by the generator of the industrial waste for management of that waste, solid waste from mining or agricultural operations, construction or demolition waste or debris, white goods, brown goods, tires or yard waste.
- F. Recyclable: Those materials that are capable of being recycled and that would otherwise be processed or disposed of as solid waste.

- G. Rejects: Materials in the Recyclables stream that do not consist of materials acceptable for recycling.
- H. Residence: Either a single-family home, or an occupant of a) a duplex, b) a triplex, c) a townhouse, d) a mobile home park paying the County Curbside Collection Fee, or e) other multi-family residential complex that is assessed the County Curbside Collection Fee.
- I. Residue: That portion of the Recyclables stream that is not able to be recycled due to breakage and/or transportation or processing inefficiencies.
- J. White Goods: Any and all household or commercial machines or appliances.
- K. Yard Waste: "Yard trash" or "land-clearing debris" as defined in NCGS 130A-290.

7.0 GENERAL REQUIREMENTS AND CONDITIONS

7.1 Hauling from the Transfer Station to a Landfill

The Jackson County Board of Commissioners will entertain proposals from the private sector to provide the equipment and staffing for the hauling of MSW/CD to a yet-to-be-determined landfill that meets or exceeds Federal and State Subtitle D Disposal Requirements. In summary, the services include the hauling of MSW/CD from the County's existing transfer station (Jackson County Transfer Station, 48 Recycle Place, Sylva, NC 28779) to a Subtitle D disposal site. During the course of the hauling contract, the location of disposal may change. The proposer is asked to submit pricing on a variety of hauling distances to area disposal facilities and the prices quoted will remain in effect for the life of the hauling contract. The commencement date for the hauling contract is anticipated to be January 1, 2024. The Contractor should be prepared to commence all MSW/CD hauling operations on that date.

TRACTORS AND TRAILERS. The Company shall provide sufficient tractors, trailers and drivers to perform the Contract Services. The capacity of such trailers shall be 122-130 CY. The Company shall provide tractor trailers to the Transfer Station in such a manner and upon such a schedule to allow an orderly and systematic removal of waste delivered throughout the day. In order to achieve such a result, the Company shall ensure that sufficient number of empty trailers which the County can hook-up to a jockey truck which the County will supply. All trailers shall be able to receive over the top loading of loose Acceptable Waste and shall be suitable for convenient loading given existing configurations of truck bays at the Transfer Station. The County shall not be required to purchase, lease or otherwise acquire additional equipment in order to accommodate the Company's desired loading or hauling methods. The Company shall have available, at no extra expense to the County, sufficient backup equipment to perform the Contract Services and ensure all waste is removed from the tipping floor at the end of each day. In the event that primary equipment becomes inoperable, the Company shall be capable of mobilizing backup equipment to insure a smooth and efficient transition to its operation. All tractors and trailers utilized by the Company to perform the Contract Services shall be registered and identified in accordance with, and shall comply with all requirements of applicable law.

7.2 Hauling from the Transfer Station to a Materials Recovery Facility

The Jackson County Board of Commissioners will entertain proposals from the private sector to provide the equipment and staffing for the hauling of recyclable materials (Commingled containers and Fiber mix) to a yet-to-be-determined Materials Recovery Facility (MRF) that meets or exceeds Federal and State MRF requirements. In summary, the services include the hauling of recycling from the County's existing transfer station (Jackson County Transfer Station, 48 Recycle Place, Sylva, NC 28779) to a MRF site. During the course of the hauling contract, the location of disposal may change. The proposer is asked to submit pricing on a variety of hauling distances to area disposal facilities and the prices quoted will remain in effect for the life of the hauling contract. The commencement date for the hauling contract is anticipated to be January 1, 2024. The Contractor should be prepared to commence all Recycling hauling operations on that date.

TRACTORS AND TRAILERS. The Contractor shall provide sufficient tractors, trailers and drivers to perform the Contract Services. The capacity of such trailers shall be 122-130 CY. The Contractor shall provide tractor trailers to the Transfer Station in such a manner and upon such a schedule to allow an orderly and systematic removal of recyclables delivered throughout the day. In order to achieve such a result, the Contractor shall ensure that sufficient number of empty trailers which the County can hook-up to a jockey truck which the County will supply. All trailers shall be able to receive over the top loading of loose acceptable recyclable materials and shall be suitable for convenient loading given existing configurations of truck bays at the Transfer Station. The County shall not be required to purchase, lease or otherwise acquire additional equipment in order to accommodate the Contractor's desired loading or hauling methods. The Contractor shall have available, at no extra expense to the County, sufficient backup equipment to perform the Contract Services. In the event that primary equipment becomes inoperable, the Contractor shall be capable of mobilizing backup equipment to insure a smooth and efficient transition to its operation. All tractors and trailers utilized by the Contractor to perform the Contract Services shall be registered and identified in accordance with, and shall comply with all requirements of applicable law.

7.3 Hauling from the County Staffed Recycling Centers and other sites to the Transfer Station

The Jackson County Board of Commissioners will entertain proposals from the private sector to provide the equipment and staffing for the hauling of all materials from the County Staffed Recycling Centers (SRCs) to the Jackson County Transfer Station, 48 Recycle Place, Sylva, NC 28779. In summary, the services include the hauling of residential MSW, C&D (cashiers only), recycling, large item box from the County's existing Staffed Recycling Centers, Soco Mountain, Justice Center, Jackson County Department on Aging and all Jackson County Schools to the transfer station (Jackson County Transfer Station, 48 Recycle Place, Sylva, NC 28779) site. The Contractor is asked to submit pricing on hauling from existing SRC sites and all locations listed in Section 2.3 to the Jackson County Transfer Station facilities and the prices quoted will remain in effect for the life of the hauling contract. The commencement date for the hauling contract is anticipated to be January 1, 2024. The Contractor should be prepared to commence all MSW/C&D, recycling and large items hauling operations on that date.

The containers will be hauled on an as needed basis, with service provided on the same day as called in as long as call in occurs before 10 am. Should the request for service occur after 10 am, the service will

be provided within 24 hours on the next business day. Requests for service may originate from the County Public Works Director, his/her designee, or the Site Attendants at the SRCs.

Equipment Lease

Refer to Section 2.3 for additional detail on container requirements per location.

Contractor will be responsible for all container and compactor maintenance and will replace or repair any malfunctioning unit immediately upon notice from the County Public Works Director or his/her designee, or a Staffed Site Attendant.

Staffed Recycling Center Staffing

Eight (8) SRCs will be open from 7am until 7 pm April – October (7 Months) and 7am until 6pm November – March (5 Months), Monday – Saturday. The Contractor will be responsible for provide one trained staff person per site during these hours of operation.

Generally, “trained” will refer to an individual who is authorized to work in the United States, and has been trained in the nuances of recycling and waste disposal so that he or she may act as an information source for site visitors who have questions about the program.

The individuals are expected to be dressed neatly, act courteously towards others, and be informative. The Site Attendants will be employees of the Contractor but may take direction from the Public Works Director. The Public Works Director may contact site attendants from time to time in order to discuss site operations.

7.4 Ownership of Collected Material

The ownership of MSW and Recyclables collected under this Contract shall vest in the Contractor once the waste or Recyclables have been loaded on the Contractor’s vehicles.

7.5 Landfill Services

The Jackson County Board of Commissioners will entertain proposals from the private sector to provide the receiving of MSW/CD that meets or exceeds Federal and State Subtitle D Disposal Requirements. These services will be in accordance with the terms and conditions as provided in Attachment 1 of this RFP. In summary, the services include the accepting of MSW/CD from the County’s existing transfer station (Jackson County Transfer Station, 48 Recycle Place, Sylva, NC 28779) to a Subtitle D disposal site. The proposer is asked to submit pricing on tipping fees to area disposal facilities and the prices quoted will remain in effect for the life of the hauling contract. Also, in the case that the primary landfill is not available a secondary site must be named as a backup. The commencement date for the hauling contract is anticipated to be January 1, 2024. The proposer should be prepared to receive all MSW/CD

materials on that date. Refer to section 2.1 of this document to see the amounts of MSW/CD generated during the last three calendar years.

7.6 Scrap Tire Services

The Jackson County Board of Commissioners will entertain proposals from the private sector to provide the equipment and staffing for the hauling and/or receiving of Scrap Tires to a yet-to-be-determined facility that meets or exceeds Federal and State Requirements for tire disposal. In summary, the services include the hauling and/or receiving of Scrap Tires from the County's existing transfer station (Jackson County Transfer Station, 48 Recycle Place, Sylva, NC 28779), to a permitted tire disposal site. The Contractor is asked to submit pricing on a variety of hauling distances to area disposal facilities and the prices quoted will remain in effect for the life of the hauling contract. The commencement date for the hauling contract is anticipated to be January 1, 2024. The Contractor should be prepared to commence all tire hauling and receiving operations on that date. The Contractor should have the ability to supply enclosed trailers that are road worthy without holes anywhere for water to leak into, floors must be able to support loading equipment without holes or obstructions in the inside of the trailers at three locations. Also, Contractor must include pricing for hauling and staffing for pickup of tires at various location located within Jackson County to the Jackson County Transfer Station. Provided in Section 2.4 is the quantity of tire generated in the last three years. Also, the pickup locations and equipment utilized at each location.

7.7 Holidays

The following holidays are observed by the County: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (up to 2 days), and Christmas (up to 3 days). The County will not provide county staff to operate the Transfer Station on holidays.

7.8 Compensation

7.8.1 Payment

the Contractor shall be compensated by the County monthly or bimonthly based on the billing invoice submitted by the Contractor. Checks are cut on the 10th and 25th of each month.

7.8.2 Date of Payment

Payment for each calendar month of services hereunder shall be made by the County within thirty (30) days of the date of the invoice.

7.8.3 Fee Adjustments

The Contractor shall be entitled to an increase in payment equal to the amount of any fee, surcharge, duty, tax or other charges of any nature imposed by the Federal and/or State government or any agencies thereof which becomes effective on or after January 1, 2024, which is payable solely by reason of the nature of collection operations conducted by Contractor.

The Contractor shall provide documentation of such increases to the County and an explanation of how the increase has been calculated. Contractor's compensation shall not be increased pursuant to this paragraph until the first of the fiscal year following notification by Contractor to County of such increase; however, the County shall negotiate in good faith regarding payment of the increase during the preceding period.

7.8.4 Fuel Adjustment

No adjustment for the cost of fuel will be part of the Contract. If desired, Vendors may propose a fuel adjustment as a condition of an alternate proposal.

7.8.5 Consumer Price Index (CPI) Adjustment

The compensation payable to the Contractor hereunder shall be adjusted on July 1 of each subsequent year from the effective date of the contract, effective as of each such date, to reflect the increase or decrease in the cost of living as described in the national Consumer Price Index (CPI) published by the United States Bureau of Labor Statistics (or any successor thereto) All Urban Consumers, South Region, (CPI-U) All Items, (1982-84=100) for the period of April 1 through March 31. The annual adjustment based on the CPI shall not exceed four percent (4%).

7.9 Term

The term of the proposed contract shall begin on January 1, 2024 and shall extend for a five (5) year term. At the discretion of the County, the contract may be renewed for a maximum of two (2) additional two (2) year terms unless either party notifies the other of non-renewal at least sixty days before the end of the then current term.

7.10 Additional Agreements

7.10.1 Contract Manager

The Contractor shall provide a Contract Manager, with authority to act for the Contractor in performing and monitoring the required work. The Contract Manager shall be the County's main point of contact for work performed under this Contract.

7.10.2 Office

The Contractor awarded shall provide an office, equipped with telephone service on a toll-free basis, and such attendants are necessary to receive and handle complaints and inquiries between the hours of 8:00AM and 5:00PM, Monday through Friday. The Contractor shall provide an emergency phone number where management personnel can be reached at any hour. Complaints concerning missed deliveries shall be corrected within 24 hours of the contractor's receipt of notice thereof. All complaints made by residents with regard to work performed under the proposed contract shall be recorded and given prompt and courteous attention and the County shall be notified of each complaint.

7.10.3 Equipment

The Contractor shall repair and maintain its equipment in clean, sanitary, and serviceable condition. Normal wear and tear repairs of equipment are the responsibility of the Contractor. Repair and maintenance of any leased equipment is the responsibility of the owner of the equipment.

7.10.4 Employees

The Contractor's employees shall wear clean and appropriate uniforms and shall conduct their work courteously.

7.10.5 Performance

The services of the Contractor shall be handled in such a manner as to preserve good public relations with the citizens of the County. The Contractor shall exercise care to prevent littering and scattering of waste in the areas served. The contractor shall routinely clean up and remove any spilled waste.

7.10.6 Public Education & Awareness

The Contractor shall provide clear concise information to customers related to the collection of waste and Recyclables including a collection schedule, instructions for handling of containers, and a listing of acceptable Recyclables. Information on ways to reduce waste shall also be provided. This information shall be provided to

customers upon initiation of service and at least annually. Adequate notice of any change in collection schedule shall also be provided to affected customers.

7.10.7 Permits: Licenses

The Contractor shall obtain and maintain, at its expense, all necessary permits and licenses.

7.10.8 Performance Bond

Prior to the effective date of the proposed contract, the Contractor shall furnish to the County a performance bond for the faithful performance of the work and all obligations arising therefrom in the initial amount of \$500,000. The amount of the performance bond shall be reduced annually by 20% during the term of the contract. It shall be executed by a surety company licensed to do business in the State of North Carolina. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

7.10.9 Insurance

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Contract. Renewal certificates shall be sent to the County thirty (30) days prior to an expiration date. There shall be a thirty (30) day notification to the County in the event of cancellation, modification of coverage, or erosion of aggregate limits of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provision shall be forwarded to the County. The County shall be named as an additional insured on both the general liability and auto liability policies.

The limits of liability of all insurance required herein shall be as follows:

Coverage	Limits of Liability
Workman's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability (Except Automobile)	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability (Except Auto)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person
Automobile Property Damage	\$1,000,000 each occurrence
Excess Umbrella Liability	\$2,000,000 each occurrence

7.11 Force Majeure

The Contractor shall be relieved of its obligations when acts of God, war or public enemy, civil commotion, riot or insurrection, governmental interference, or any other event or condition beyond the control of the Contractor renders substantially impossible its performance. 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.

7.12 Indemnification

The Contractor agrees to indemnify, save harmless, and defend the County from and against any and all liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including the cost of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or governmental laws, regulations, or orders caused in whole or in part by: (1) the Contractor's breach of any term or provision in the proposed contract; or (2) any negligent or willful act of omission of the Contractor, its employees, or subcontractors.

7.13 Disputes

Any dispute arising under this Agreement may be settled by mediation in the State of North Carolina in accord with such procedures as may be available to units of local government under state law. No other dispute resolution procedures shall apply. Jurisdiction of any legal proceedings concerning this contract or agreement shall be state courts in the State of North Carolina. Venue for such proceedings shall be Jackson County.

7.14 Compliance with Laws

The Contractor shall conduct all operations in strict compliance with all Federal, State, and local laws, ordinances, rules and regulations, including all safety, preventive, and remedial measures required by the North Carolina Department of Environmental Quality, the U.S. Environmental Protection Agency, the Occupational Safety and Health Administration, and any other Federal, State or local agencies having jurisdiction over the Contractor or its activities.

7.15 Non-Discrimination

The Contractor shall not discriminate against any person because of race, sex, age, creed, religion, or natural origin.

7.16 Assignment

The services and obligations of the Contractor may not be delegated or transferred to any person, firm, or corporation without the prior express written consent of the County to such delegation or transfer. The Contractor may enter into agreements for provision of services with respect to the fulfillment of the Contractor's duties and obligations hereunder without the necessity of such consent.

7.17 Default

If either party breaches the Contract or defaults in the performance of any of the required covenants or conditions for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate the Contract as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

8.0 COUNTY OBLIGATIONS

8.1 Operation of County Transfer Station

The County, or the County's contractor, will maintain and operate the County Transfer Station, or contract to maintain and operate the County Transfer Station, between the hours of 7:00AM and 4:00PM Monday through Friday and 7:00 AM and 12:00 noon on Saturdays except on the holidays identified in **Section 7.7**. In the event of emergency conditions declared by the County Manager, the County will open the County Transfer Station as soon as practical for receipt of waste collected by the Contractor.

8.2 Exclusivity

During the term of the contract, the Contractor shall be the exclusive provider for the Staffed Recycling Centers of MSW and Recyclables of the County.

9.0 ALTERNATIVE PROPOSALS

Vendors may wish to provide alternate proposal(s) which deviate from the proposed conditions stated herein and which may benefit the County. The effect of the alternate proposal(s) on each of the requirements and conditions stated in this RFP should be clearly defined.

10.0 SUBMISSION OF PROPOSALS

Jackson County requests that ten (10) hard copies and one (1) electronic file (.pdf) of Proposals be submitted at the time and place indicated in Section 1.0. Each Proposal shall be included in an opaque sealed envelope, marked with Project Title, name and address of the Vendor, and be accompanied by other required documents. No Proposal will be considered unless filed on or before the time and the place designated. Proposals received after the time set for the opening will be returned unopened.

Proposals sent by mail should be registered mail or express courier. The sealed Proposal, marked as indicated above, should be enclosed in an additional sealed envelope, similarly marked and addressed to:

Office of Jackson County Public Works
876 Skyland Drive, Suite 4
Sylva, NC 28779
(828) 586-2147
Attn: Chad Parker, Director

Proposals sent by mail or courier, and arriving after the time for opening of Proposals shall not be considered valid. In such instances, the Vendor shall have no claim against the County.

THE FOLLOWING INFORMATION SHALL BE SUBMITTED WITH THE PROPOSALS:

- A. Qualifications (see section 3.0);
- B. Proposal Form (Attachment 1); and
- C. Any Alternate Proposal(s).

Failure to submit the above information with the proposal may be just cause for rejection of the Proposal by the County in the Owner's sole discretion.

Proposals shall be valid for a period of 180 days or until such time that the County executes a Contract with a Contractor (whichever is shorter).

11.0 SELECTION PROCESS

Vendors are advised that this is not a formal bidding process and this selection process is not required under state law. This selection process is for the benefit of the County only and the Vendor acquires NO legal rights or privileges by participating in this selection process.

The County reserves the right to reject any and all Proposals and waive any and all formalities, and the right to consider or disregard all alternate, non-conforming, or conditional Proposals or counter proposals.

In evaluating Proposals, the County will consider the qualifications of the Vendors, whether or not the Proposals comply with the prescribed requirements, and alternates. The County may conduct such investigations as it deems necessary to establish the responsibility, qualifications, and financial ability of the Vendors and any proposed Subcontractors to do the work to the County's satisfaction. The County reserves the right to reject the Proposal of any Vendor who does not pass any such evaluation to the County's satisfaction. Price is an important factor but not a controlling factor.

The County may wish to schedule presentations by one or more Vendors to aid in the selection of the successful Vendor.

If a Contract is to be awarded it will be awarded to the Vendor whose evaluation by the County indicates to the County that the award will be in the best interest of the County and as otherwise provided by law.

The County will give the selected Vendor a Notice of Selection within (60) days after the day of the opening of Proposals. The Vendor will be required to enter into contract negotiations with the County based on the terms specified in this RFP within (30) calendar days of the date of Notice of Selection. Should the selected Vendor fail to negotiate an acceptable contract with the County, the County will continue negotiations in order of rank until an agreement is reached or the negotiations are suspended.

Attachment 3 of this RFP includes the draft Agreement for the services to be provided by the Contractor submitting a proposal in response to this RFP. The draft Agreement forms the basis for the service contract that will contain the terms and conditions that shall govern the Contractor if the County decides to award a Contract.

Attachment 1

Proposal Form

Jackson County, North Carolina
Solid Waste Collection Services
Request for Proposals

DRAFT

JACKSON COUNTY REQUEST FOR PROPOSALS

**SOLID WASTE AND RECYCLABLE
COLLECTION, TRANSFER AND DISPOSAL SERVICES
ATTACHMENT 1: PROPOSAL FORM**

Vendor Information:

Company Name: _____

Address: _____

Phone: _____ Fax: _____

Contact Name: _____

Email: _____

Vendors are requested to fill in the form on the following page: If not providing a price for a particular option, please enter "No Proposal" for that option.

Vendor agrees to perform all the work described in the RFP for the unit prices listed below:

Scrap Tire Services (5-YEAR TERM)

Item	Unit Cost
Scrap Tire Services	Price per ton for disposal of Tires \$ _____
	Price per ton for transporting tires to disposal site \$ _____
	Price for hauling tires at pick up locations to the Jackson County Transfer Station \$ _____

**DROP OFF RECYCLING COLLECTION FROM STAFFED RECYCLING CENTERS and OTHER SITES
(5-YEAR TERM)**

Item	Unit Cost
Collection of Roll-off boxes located at Staffed Recycling Centers and other sites listed in 2.3 of the RFP.	<p><u>Schedule I- Hauling Services</u></p> <p>Lump Sum Hauling Price Per Month \$ _____</p> <p><u>Schedule II- Equipment Leasing</u></p> <p>Lump Sum Lease Price Per Month \$ _____</p> <p><i>and</i></p> <p>Additional Containers Lease Price Per Month:</p> <p>20 cy open top \$ _____</p> <p>30 cy open top \$ _____</p> <p>20 cy enclosed/slotted \$ _____</p> <p>40 cy open top \$ _____</p> <p>40 cy stationary compactor w/box \$ _____</p> <p>34 cy self-contained compactor \$ _____</p> <p><u>Schedule III- Staffing Services</u></p> <p>Lump Sum Monthly Rate to Staff eight (8) SRCs-</p> <p>\$ _____ / _____</p> <p>SRCs will be open from 7am until 7 pm April – October (7 Months) / 7am until 6pm November – March (5 Months), Monday – Saturday (6 days per week).</p>

TRANSFER OF MSW/CD and RECYCLING (5-YEAR TERM)

Item	Unit Cost *
MSW Hauling from County Transfer Station to Disposal Site	<u>Transfer Trucking Services</u> Lump Sum Hauling Price per Load to Curbside Recycling at 116 Woodfin Ave, Woodfin, NC 28804 \$ _____ Lump Sum Price per Load to R&B Landfill at 610 Bennett Rd, Homer, GA 30547 \$ _____ Lump Sum Price per Load to White Oak Landfill at 3898 Fines Creek Rd, Waynesville, NC 28785 \$ _____

MSW DISPOSAL SITE (5-YEAR TERM)

Item	Unit Cost *
MSW Disposal	Landfill Service – Include all taxes and fees in price Lump Sum Price per ton to R&B Landfill at 610 Bennett Rd, Homer, GA 30547 \$ _____ Lump Sum Price per ton to White Oak Landfill at 3898 Fines Creek Rd, Waynesville, NC 28785 \$ _____

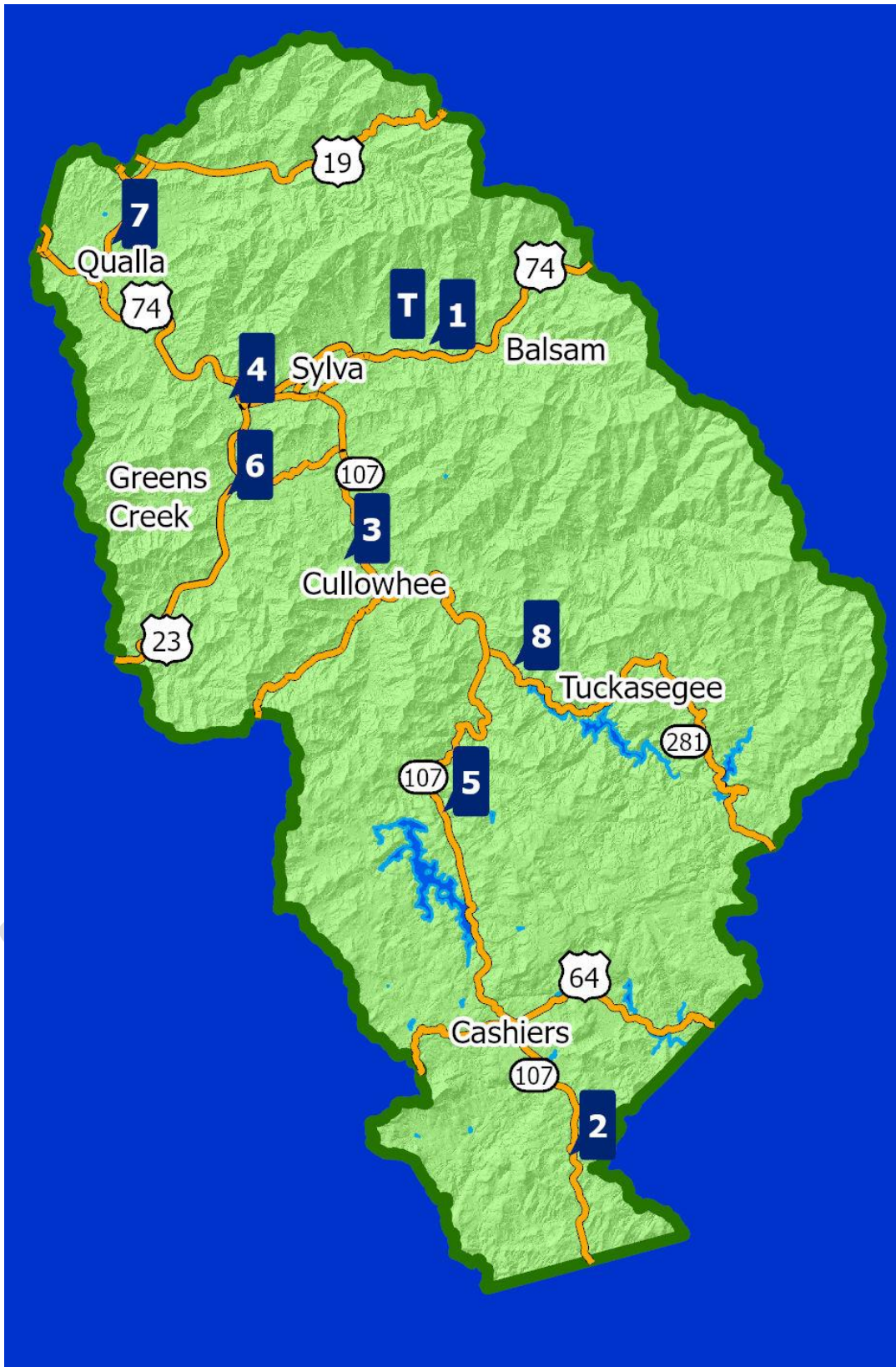
* MSW Hauling and Disposal cost can be combined as one per ton Unit Cost. Clearly indicate that in your proposal

Attachment 2

Staffed Recycling Center Map

Jackson County, North Carolina
Solid Waste Collection Services
Request for Proposals

DRAFT



See table 2.3 for corresponding number sites

Attachment 3

Draft Agreement

Jackson County, North Carolina
Solid Waste Collection Services
Request for Proposals

DRAFT

STATE OF NORTH CAROLINA

DRAFT AGREEMENT

COUNTY OF JACKSON

THIS AGREEMENT is made and entered into as of the ____ day of _____, _____, by and between COUNTY OF JACKSON, a body politic and subdivision of the State of North Carolina, whose address is 401 Grindstaff Cove Road, Suite A207, Sylva, N.C. 28779, hereinafter "Jackson," and _____, a _____, whose address is _____, hereinafter "Contractor."

WITNESSETH

WHEREAS, Jackson desires that Contractor perform certain services _____ [describe services here]; and

WHEREAS, Contractor is willing to perform such services as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto do each contract and agree with the other as follows:

1. SERVICES PERFORMED. Contractor agrees to perform the services as set forth in the attached Scope of Work, which is attached and incorporated herein by reference (hereinafter the "Services"), in accordance with the terms of this Agreement.

2. FEE AND PAYMENT SCHEDULE. Jackson shall pay Contractor _____ [insert payment amount] _____ for performance of the Services. Contractor shall invoice Jackson for Services after all the Services described in Section 1 herein are complete. Payment is due within thirty (30) days of receipt of an accurate invoice by Jackson's Finance Division. Notwithstanding anything herein to the contrary, the amount expended pursuant to this Agreement shall not exceed _____.

3. WORK SCHEDULE. Contractor shall complete all of the Services described in Section 1 herein within _____ weeks of the Effective Date.

4. TERM AND TERMINATION. The Effective Date is the date of mutual execution of this Agreement. This Agreement shall have a term of _____ [insert agreement time length]. Jackson may terminate this Agreement at any time, without cause, by notification to Contractor in writing. In the event of termination without cause, Contractor shall be paid for services performed to the date of notification of termination by Jackson.

5. OWNERSHIP OF DOCUMENTS. All deliverables and any other contract documents prepared by Contractor, or any subcontractors or subconsultants under the terms of this Agreement ("the Documents"), shall be the property of Jackson. Contractor further acknowledges that Jackson is subject to Chapter 132 of the North Carolina General Statutes, the Public Records Act (the "Act"), and that this Agreement, as well as any of the Documents as defined herein, shall be a public record as defined in such Act, and as such, will be open to public disclosure and copying.

6. BASIC INSURANCE REQUIREMENTS. At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

A. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

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

B. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Each Occurrence
\$1,000,000	Personal and Advertising Injury Limit
\$5,000	Medical Expense Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000	Combined Single Limit - Any Auto
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D. PROFESSIONAL LIABILITY

\$1,000,000	Claims Made
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Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

7. ADDITIONAL INSURANCE REQUIREMENTS.

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

**JACKSON COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS
ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.**

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

- C. Contractor shall have no right of recovery or subrogation against Jackson County (including its officers, agents and employees).

- D. It is the intention of the parties that the insurance policies afforded by Contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.

- E. Jackson County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify Jackson's County Manager at 401 Grindstaff Cove Road, Suite A207, Sylva, NC 28779, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Jackson, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____
Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Jackson County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- I. Certificate Holder shall be listed as follows:

Jackson County
Attention: Don Adams, County Manager
401 Grindstaff Cove Road, Suite A207
Sylva, NC 28779

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

8. **INDEMNIFICATION.** Contractor agrees to protect, defend, indemnify and hold Jackson, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

9. **DECLARATION BY CONTRACTOR.** Contractor declares that Contractor has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the work to be performed under this Agreement.

10. **FEDERAL, STATE, AND LOCAL TAXES.** Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by Jackson on behalf of Contractor or the employees of

Contractor. Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

11. NOTICE TO CONTRACTOR REGARDING ITS TAX DUTIES AND LIABILITIES. Contractor understands that Contractor is responsible to pay, according to law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law.

12. FRINGE BENEFITS. Because Contractor is engaged in Contractor's own independently established business, Contractor is not eligible for, and shall not participate in, any employee pension, health or other fringe benefit plan of Jackson.

13. JACKSON NOT RESPONSIBLE FOR WORKERS' COMPENSATION. No workers' compensation insurance shall be obtained by Jackson concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

14. NO AUTHORITY TO BIND JACKSON. Contractor has no authority to enter into contracts or agreements on behalf of Jackson. This Agreement does not create a partnership or any form of agency between the parties.

15. ASSIGNMENT. Neither Jackson nor Contractor shall assign, sublet or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement.

16. NON-WAIVER. The failure of either party to exercise any of its rights under this agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

17. HOW NOTICES SHALL BE GIVEN. Any notice given in connection with this agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

18. APPLICABLE LAW AND JURISDICTION. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this Agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Jackson County, North Carolina.

19. COMPLETE AGREEMENT. This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement, and there are no oral or written conditions, terms, warranties, understandings or other agreements pertaining thereto which have not been incorporated herein. This Agreement may be modified only by written instrument duly executed by both parties, or their respective successors in interest.

20. SEVERABILITY. The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling

shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties.

21. AUTHORITY. Each party warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each party further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

22. E-VERIFY. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles Jackson to terminate this Agreement, without penalty, upon notice to Contractor.

23. IRAN DIVESTMENT. Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, Jackson must require most entities with which it contracts, which would include Contractor under this Agreement, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. Contractor certifies that: (i) it is not listed on the Final Divestment List, and (ii) it will not utilize any subcontractor performing work under this Agreement which is listed on the Final Divestment List.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed.

ATTEST: COUNTY OF JACKSON

BY: _____
Angela M. Winchester, Clerk to the Board

BY: _____

DATE: _____

ATTEST: _____ [Contractor Business Name]

BY: _____

BY: _____

PRINTED NAME: _____

DATE: _____

DRAFT