

# **CONTRACT DOCUMENTS**

For

**Annual Household Hazardous Waste Collection  
Events**

For the

**COUNTY OF CURRITUCK  
NORTH CAROLINA**

June 1, 2017



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Contract Documents consist of:

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## **NOTICE TO BIDDERS**

**Bids will be received until 2:00 P.M.**, Tuesday, June 20, 2017, at the Currituck County Public Works Office, 153 Courthouse Road, Suite 302, Currituck, NC 27929, for the following service:

### **ANNUAL HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS 3-year contract term 2018 through 2020**

Direct questions to:

Brenda McQueen

153 Courthouse Road, Suite 302, Currituck, NC 27929

Phone (252) 232-2504

[brenda.mcqueen@currituckcountync.gov](mailto:brenda.mcqueen@currituckcountync.gov)

This will be an informal bid. Bids will not be publically opened and read aloud. The bids will be evaluated and contract will be awarded in accordance with the statutory requirements. Small Business Entities, Women Owned Businesses and Minority Owned Businesses are encouraged to submit bids. The County reserves the right to reject any and all bids and to accept such bids as appears in its judgment to be in the best interest of the County. The County reserves the right to waive any informality.

## **INSTRUCTIONS TO BIDDERS**

### **ANNUAL HOUSEHOLD HAZARDOUS WASTE COLLECTION EVENTS**

Bids will be received until 2:00 p.m. on Tuesday, June 20, 2017, at the office of the Public Works Department, 153 Courthouse Road, Suite 302, Currituck, NC, 27929. All bids must be marked: "ANNUAL HHW COLLECTION EVENT".

#### **NOTES:**

- The Contractor awarded the project will be required to:
  - Execute the Independent Contractor Agreement ( sample attached)
  - Execute the E-Verify Statement (sample attached)
  - Provide a form W-9
  - Provide Certificate of Insurance for general liability and workers' compensation coverage with Currituck County named as a certificate holder and indicated as additional insured
  - No bonds are required.

Any questions, problems, or suggestions please contact:

Brenda K. McQueen

153 Courthouse Road, Suite 302, Currituck, NC 27929

[Brenda.mcqueen@currituckcountync.gov](mailto:Brenda.mcqueen@currituckcountync.gov)

Phone: 252-232-2504

## GENERAL INFORMATION & SCOPE OF SERVICES

### Request for Bids for Annual Household Hazardous Waste Collection Event

#### County of Currituck

The County of Currituck, a local government in Northeastern North Carolina, is planning a Household Hazardous Waste collection for Currituck County residents. The County wishes to solicit bids to provide service for a one-day event at two locations in the County on a Saturday in April of each year.

#### Population Served

The County of Currituck consists of a population of just over 24,000 permanent residents. The area is largely rural and coastal resort with small municipalities. The County will promote the event as open to all residents within its jurisdiction, but excluding small and large businesses, industries, and institutions.

#### Locations

Mainland 9 a.m. to 3 p.m. – Judicial Center, 2801 Caratoke Highway (NC 168), Currituck, NC 27929

Outer Banks 9 a.m. to noon – Southern Outer Banks Water System Plant, 734 Ocean Trail (NC12), Corolla, NC 27927

#### Current Level of Service

This will be the tenth comprehensive HHW collection event for this population group. The local communities currently offer collections of these materials at recycling centers throughout the county: waste motor oil, antifreeze, dry cell batteries, lead-acid batteries, oil filters, cooking oil, and fluorescent bulbs. They also are served by pesticide collection program through the NCDA Pesticide Section. Electronics recycling is available to residents at a five locations within the County – electronics will not be collected at these annual household hazardous waste events. Latex paint will not be collected at these annual household hazardous waste events.

#### Local Assistance for Event

All pre-publicity would be the responsibility of the County. A county representative will be on site at both locations throughout the event.

### Materials Collected

The County will advertise to collect all household chemicals - liquid, gas, aerosol, and solid - used in and around the home for various activities including but not limited to those used for cleaning, health care, home repair and in yard, garden, and auto maintenance applications. The Contractor will not collect radioactive materials or materials from businesses, industries, or institutions. Latex paint will NOT be accepted.

### Level of Service Needed

#### The Contractor would provide:

1. Adequate skilled labor to identify, sort, and safely store the collected materials for a one-day period, collection time not to exceed eight (8) hours.
2. Adequate spill containment equipment and supplies.
3. Adequate containers to safely store the collected materials.
4. Transportation to and from the site for all Company staff and materials.
5. State-approved disposal, reuse, or recycling of all materials collected.
6. Transportation from the site of all materials collected.

Please provide a Company profile that includes the materials that the Company can collect and dispose for the County and a pricing structure that lists:

1. The charges per unit or pound for each type of materials collected.
2. Set up and/or transportation charges per event.
3. Labor charges, if not included in the setup charge.

### Additional Information

The County has documentation from prior HHW Collection Events. Should the contractor desire information from prior events, please contact Brenda McQueen.

### Disclaimer

The County reserves the right to accept or reject all proposals.

**BID FORM**

- The bid amount shall be shown in both words and figures. In case of discrepancy, the amount in words shall govern.
- The pricing shall include mobilization, labor, materials, overhead, profit, rented equipment, insurance, taxes, site repair, clean-up, etc., to cover the finished work.
- The Bidder agrees that this bid shall be valid and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.
- Bids may be submitted by hand delivery, postal or email.

Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addendum Date:

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Addendum Number:

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Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Contractors License No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Address

Contract #

\_\_\_\_\_

## **INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made the \_\_\_ day of \_\_\_\_\_, 20\_\_ between the **County of Currituck** (hereinafter “County”) and \_\_\_\_\_ [Contractor], (hereinafter “Contractor”).

### RECITALS

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

IT IS THEREFORE AGREED as follows:

1. Scope of Work. Contractor agrees to perform the following services for County:

\_\_\_\_\_ **(here, describe in detail the work to be performed by the contractor including the location of where the work is to be performed,** (hereinafter “the Services”).

2. Compensation. Contractor will be paid for its Services by County as follows:

\_\_\_\_\_ **[here, specify compensation arrangement including payment method and frequency.]**

3. Contractor’s Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor’s obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County’s employees. Any such assistant will be employed



only by Contractor, and will not be an employee of the County while performing services under this contract.

4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses. Contractor shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so.

5. Term. This Agreement may be terminated by either party at any time upon 10 days written notice to the other party. Upon the termination of this Agreement, Contractor shall prepare and provide to County a list of all pending unfinished business involving Contractor. Contracted Services under the terms of this agreement shall terminate June 30, 2020.

6. Nature of Relationship. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:

- a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
- b. Its Services provided in accordance with this Agreement are an independent calling or occupation.

- c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
- d. Contract is not required to perform tasks in any particular order or sequence.
- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.

7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractors providing equipment, materials, parts or supplies shall provide a breakdown of labor, materials, parts or supplies and sales tax by County or a sales tax report approved by the County Finance Department with the

invoice. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.

8. Insurance. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees. Contractor agrees to procure and maintain workers' compensation insurance coverage for the benefit of contractor's employees or subcontractors and to procure general liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to County a valid and current certificate of workers' compensation and general liability insurance listing the County of Currituck as an additional insured. In the event Contractor shall fail at any time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

If the contractor has less than three (3) employees and is not required to provide Worker's Compensation by the State of North Carolina initial here: \_\_\_\_\_

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation      \_\_\_\_\_ Yes      \_\_\_\_\_ No

General Liability              \_\_\_\_\_ Yes      \_\_\_\_\_ No

9. Indemnity. Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to

property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, suits, or liens, of any nature and character, in any way attributable to or asserted against County or against Contractor and County, or which the County may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

10. Arbitration. Any controversy or claim arising out of, or relating to this Agreement, or its breach, shall be settled by arbitration in Currituck County, North Carolina in accordance with the provisions of the North Carolina Revised Uniform Arbitration Act, (the "Act"). The parties to this Agreement understand that this arbitration provision shall expressly apply to this Agreement in accordance with the Act. Judgment upon the award rendered may be entered and enforced in any court of competent jurisdiction.

11. E-Verify. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

12. Iran Divestment. Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §147-86.58. In

compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

13. Notices. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:

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(Or such other person or address as County shall have designated by due notice to Contractor).

If the notice is to Contractor:

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(Or such other person or address as Contractor shall have designated by due notice to County).

14. Non-Waiver. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.

15. Headings. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

16. Amendments. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.

17. Complete Agreement. This Agreement constitutes the entire Agreement between County and Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection therewith.

18. Governing Law. The validity, interpretation and performance of this Agreement and of its provisions shall be governed by the laws of the State of North Carolina.

The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

**MUST INCLUDE ATTEST LINE**

ATTEST:

COUNTY OF CURRITUCK

By: \_\_\_\_\_  
Clerk to the Board of Commissioners

By: \_\_\_\_\_ (SEAL)

**CUT AND PASTE THE APPLICABLE  
SIGNATURE LINE FROM LAST PAGE IN THIS  
SPACE**

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

\_\_\_\_\_  
Sandra Hill  
Finance Officer

**County of Currituck E-Verify Affidavit**

STATE OF NORTH CAROLINA

AFFIDAVIT:

COUNTY OF CURRITUCK E-VERIFY COMPLIANCE

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I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify 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 in accordance with NCGS §64-25(5).
- 2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- 3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES \_\_\_\_\_, or
  - b. NO \_\_\_\_\_
- 4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project, Employer will ensure compliance by providing the County with an E-Verify Compliance Affidavit for any subcontractors current or subsequently hired by Employer.

This \_\_\_\_ day of \_\_\_\_\_, 20 .

Signature of Affiant:

Print or Type Name: \_\_\_\_\_ (Affix Official/Notarial Seal)

\_\_\_\_\_  
Contractor:

\_\_\_\_\_  
State of \_\_\_\_\_ County of

\_\_\_\_\_  
Signed and sworn to (or affirmed)  
before me, this the \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: