BID SPECIFICATIONS
RFB#20-0463
Household Hazardous Waste Recycling and/or Disposal Services

Request for Bids
New Hanover County is accepting informal bids for the recycling and/or disposal of household hazardous waste materials. All bids shall be sent in a sealed envelope clearly marked on the outside of the envelope “RFB 20-0463 HHW Recycling & Disposal Services,” to the attention of Kim Roane, Business Officer, at the physical or email address listed above. All bids should be submitted on the attached bid price sheet, signed and dated by a company representative. All bids must be received by 2:00 pm Thursday, June 25, 2020. New Hanover County reserves the right to accept or reject any or all bids and to accept that bid which will be in the best interest of the County.

General

Term: Contract term shall be through 6/30/2023, with an option to renew for two additional one-year periods.

Contract: A contract will be provided for signature once the bid award has been made. A sample DRAFT contract is attached to this RFB document.

Service Site: New Hanover County Environmental Management Dept.
3002 U.S. Hwy 421 North
Wilmington, NC 28401

Insurance: Contractor shall maintain insurance of the kinds and minimum amounts specified within the attached draft contract. A valid certificate of insurance will be required once the bid has been awarded and prior to contract execution.

Questions: Questions from bidders must be submitted via email to kroane@nhcgov.com by Monday, June 22, 2020 at 5:00 p.m. Questions, if received, will be answered via addendum by June 23, 2020.

References: Three (3) references shall be submitted on the bid price sheet.

Scope of Service

- Provide scheduled bi-monthly collection of flammables (thinners, alcohols, gasoline), caustic cleaners, household cleaners, aerosols, mixed solvents, acidic cleaners,
mercury debris, lamps, fertilizers, oxidizers, toxic liquids, oil-based and latex paints and paint-related materials.

- Provide and maintain structurally sound storage containers, including metal, plastic and fiber containers as appropriate for the materials collected. All containers shall be approved for transport over public roadways.
- Process any necessary permit paperwork for the State. Provide certificates of disposal, recycling or destruction within 30 days of acceptance by the contractor.
- Conduct, upon request, an approved training class to train staff in the proper handling and storage of materials. Provide refresher training as needed to incorporate regulatory or procedural changes to designated County personnel.
- Provide sufficient quantities of approved regulatory placards and labels for storage containers, constructed of materials that are weather- and chemical-resistant.
- Contractor shall also be responsible for the collection and transportation of pesticides for the Dept of Agriculture.

Note: The annual volume of HHW material generated by New Hanover County’s HHW program is shown on the attached excerpt from the HHW Collection Facility Annual Report for FY19. Volumes for FY21 are expected to remain constant or increase slightly (volume unknown) as the program awareness increases.
Part III. Special Waste Collections

Please provide responses and data as indicated below considering services provided to the public. Please do not include data on materials that were accepted and then disposed of in a landfill. Do not include materials generated exclusively by government operations (e.g., motor-fleet services). Question 46 is about materials accepted outside of any Household Hazardous Waste (HHW) Program or event. If special wastes were only accepted as a part of an HHW Program or HHW event and were not collected by separate recycling efforts then do not record materials in question # 46 but instead report with HHW materials in question # 47.

### Special Waste Collections (Do Not Include Materials Collected as part of an HHW Collection Program or Event)

<table>
<thead>
<tr>
<th>Special Waste Programs for Collecting Materials from Citizens by Material Type</th>
<th>Did program collect this material from the public?</th>
<th># of sites</th>
<th>Data on quantities collected / managed. Please report in indicated units.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Used Motor Oil</td>
<td>☒ Yes</td>
<td>1</td>
<td>$500</td>
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<tr>
<td>Used Oil Filters</td>
<td>☒ Yes</td>
<td>1</td>
<td>barrels, or</td>
</tr>
<tr>
<td>Used Antifreeze</td>
<td>☒ Yes</td>
<td>1</td>
<td>160</td>
</tr>
<tr>
<td>Batteries, Lead Acid</td>
<td>☒ Yes</td>
<td>1</td>
<td># batteries, or</td>
</tr>
<tr>
<td>Batteries, Dry Cell</td>
<td>☐ Yes</td>
<td></td>
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<tr>
<td>Fluorescent Bulbs/Lights Containing Mercury</td>
<td>☐ Yes</td>
<td></td>
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<tr>
<td>Propane Tanks</td>
<td></td>
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<tr>
<td>Used Cooking Oil / Waste Vegetable Oil</td>
<td>☒ Yes</td>
<td>1</td>
<td># tanks</td>
</tr>
<tr>
<td>Other Special Wastes - please provide waste type here:</td>
<td>☐ Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pesticide Containers (NCDA Program, not pesticides themselves)</td>
<td>☐ Yes</td>
<td></td>
<td># containers</td>
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<tr>
<td>NCDA Pesticide Disposal Assistance Program (for management of pesticides, not containers)</td>
<td>☐ Yes</td>
<td></td>
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<tr>
<td>Latex Paint (do not include paint collected at HHW event or by a paint exchange program)</td>
<td>☐ Yes</td>
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</table>

### Household Hazardous Waste (HHW) and Very Small Quantity Generator (VSQG) Program or Event

46. Did your local government operate a household hazardous waste collection program or event in FY 18-19? ☒ Yes ☐ No

If Yes, please respond to the following questions:

- a. Was HHW collected at a permitted Temporary Event or at a Permanent HHW Collection Facility? ☒ Permanent ☐ Temp. Event
- b. How many days was your HHW Program open to accept materials during this Fiscal Year? 303
- c. Did you partner or co-sponsor your HHW program with another local government? ☒ Yes ☐ No

Please list partner(s) Town of Kure Beach, Town of Wrightsville Beach, Town of Carolina Beach
- d. Provide number of citizens / households that participated in your HHW collection program this Fiscal Year?
- e. Did your program accept materials from small businesses (Very Exempt Small Quantity Generators)?

If Yes, please estimate the amount of business material managed _________ pounds
- f. Amounts of individual materials collected by HHW Program: if totals for individual materials are known please itemize below. If data about individual materials is not available, please simply provide total quantity of materials collected by HHW Program in 47g below.

  - Used Motor Oil (gal) 3,272
  - Used Oil Filters # of Barrels, or lbs.
  - Used Antifreeze (gal) 624
  - Lead Acid Batteries (lbs) 16,158
  - Other Batteries (lbs) 21,161
  - Fluorescent Bulbs / Lights Containing Mercury (lbs) 2,656

  - Provide Total Quantity of materials collected by HHW Program. If individual materials were reported in 47g, please net the weight of those materials out of the total listed here.

  - 971,185.06 pounds

- g. Please list HHW Collection Contractor EcoFlo, Powerhouse Recycling, Noble Oil, Mahoney Env., Cleanlites Recycling, B
- h. Estimated cost of HHW / VSQG program or event(s) $ 350,124

Pages 3 through 6 should have only been completed by governments indicating in question # 14 that they DO provide recycling services. All governments answering "Yes" to question #5 on page 1 should complete the rest of the report with the exception of Questions #66 - #88 which are for Counties only.

2018-2019 Local Government Annual Report Report Due Date: September 1, 2019 Submit to: Lgteam@ncdeq.gov
NEW HANOVER COUNTY
Environmental Management Department

RFB #20-0463

HOUSEHOLD HAZARDOUS WASTE RECYCLING AND DISPOSAL SERVICES

PRICE SHEET (page 1 of 3)

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

COMPANY NAME:

<table>
<thead>
<tr>
<th>Description of Item</th>
<th>Method of Disposal/Recycling</th>
<th>Unit Size</th>
<th>Rate/Price per Unit charged to County</th>
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<td>Other charges</td>
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<td>or rebates</td>
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<td>(specify)</td>
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</table>
References (3 required):

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<tr>
<th></th>
<th>Reference #1</th>
<th>Reference #2</th>
<th>Reference #3</th>
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<tbody>
<tr>
<td>Company</td>
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<tr>
<td>Contact Name</td>
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<tr>
<td>Contact Phone</td>
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<td>Contact Email</td>
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<tr>
<td>Description &amp;</td>
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<tr>
<td>Date of Project</td>
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Bidder's Attachments to Bid:

Exceptions to bid (if any)

Bid Certification

The undersigned certifies they have the authority to commit to this bid and, if awarded the bid, hereby agrees to execute a contract with New Hanover County in the form specified after the award and to begin the process of providing the HOUSEHOLD HAZARDOUS WASTE DISPOSAL AND RECYCLING services as specified in this bid and upon receipt of a Purchase Order issued by New Hanover County and the fully executed contract:

<p>| | |</p>
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<tbody>
<tr>
<td>Signature</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title</td>
<td></td>
</tr>
<tr>
<td>COMPANY NAME</td>
<td></td>
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<tr>
<td>Date</td>
<td></td>
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<tr>
<td>Email address</td>
<td></td>
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<tr>
<td>Company Address</td>
<td></td>
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<tr>
<td>Phone (list office and cell)</td>
<td></td>
</tr>
</tbody>
</table>
Minority & Women Business Enterprise (MWBE) Program

FORM

A. Authorized Representative
I HEREBY AFFIRM THAT:
I am ____________________________, [title] ____________________________,
and the duly authorized representative of [Business Name] __________________________
and that I possess the legal authority to make this statement on behalf of myself and the
Business for which I am acting.

B. Affirmation Regarding MWBE Program Acknowledgement and Compliance
I FURTHER AFFIRM THAT:
I am aware of and intend to comply with the County’s MWBE Program. As such [check one]:

_____ The Business is certified as a woman- or minority-owned business by an accepted
agency. (Attach proof certification)

_____ The Business is a woman- or minority-owned business but has not been certified by an
accepted agency. (Attach document of ownership such as articles of incorporation, current
business license, K-1 of the most recent business tax return.)

_____ The Business is not a woman- or minority-owned business; however, the bidder
acknowledges the MWBE policy and if it should become necessary to subcontract some portion
of the work at a later date or obtain materials or services in conjunction with this
solicitation, the bidder will institute good faith efforts to comply with all requirements of the
MWBE program in providing equal opportunities to MWBEs.

Signature: __________________________________________ Date: ___________
AGREEMENT

THIS CONTRACT made and entered into this ___ day of ____________________ 2016 by and between NEW HANOVER COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as "County"; and ___________________________, hereinafter referred to as "Contractor."

WITNESSETH:

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the County as follows:

1. **Scope of Services.** Contractor shall provide household hazardous waste recycling and/or disposal services for the New Hanover County Landfill located at 3002 Hwy. 421N., Wilmington, NC as more fully described in the RFP, Contractor's Proposal, and scope of work, attached hereto as Exhibit "A" and fully incorporated herein by reference.

2. **Time of Performance.** The Contractor shall begin work on Notice to Proceed and shall continue all work or services until June 30, 2018. The parties may by written agreement renew this Agreement for two (2) additional one (1) year periods upon the same terms and conditions as set forth herein.

3. **Payment.** County hereby agrees to pay for the cost of this Contract not to exceed a sum of __________________________ ($______) Dollars. Payment is contingent upon a final County inspection and acceptance of work or services.

4. **Extra Work.** County and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a County Change Order or Renewal/Ammendment (CRA) form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract Price and Contract Time.

5. **Indemnity.** Contractor shall indemnify and hold County, its officers, officials, agents, and employees, harmless against any and all claims, demands, causes of action, or other liability, including attorney fees, on account of Contract or personal injuries or death or on account of property damages arising out of or relating to the work.
or services to be performed by Contractor hereunder, resulting from the negligence of or the willful act or omission of Contractor, its agents, employees and subcontractors.

6. **Insurance.** Before commencing any work or services, Contractor shall procure insurance in Contractor’s name and maintain all insurance policies for the duration of the Contract of the types and in the amounts listed in this Contract. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. **Minimum Scope and Limits of Insurance**
   7.1 **Commercial General Liability**
      7.1.1 Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than $5,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this work or services, or the general aggregate shall be twice the required limit.
      7.1.2 CGL insurance shall be written on Insurance Services Office (ISO) “occurrence” form CG 00 01 covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.
      7.1.3 County, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement CG 20 10 and CG 20 37 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to County, its officers, officials, agents, and employees.
      7.1.4 Contractor’s CGL insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or
self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

7.2 **Workers' Compensation and Employer's Liability**

7.2.1 Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

7.2.2 The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than $1,000,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, and $1,000,000 policy limit.

7.2.3 The insurer shall agree to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work or services performed by Contractor for County.

7.3 **Business Auto Liability**

7.3.1 Contractor shall maintain Business or Personal Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than $5,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto insurance.

7.3.2 Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

7.3.3 Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual liability coverage equivalent to that provided in ISO form CA 00 01.

7.3.4 Contractor's Business Auto Liability insurance shall be primary as respects County, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by County, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

7.4 **Deductibles and Self-Insured Retentions**

7.4.1 Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either the insurer shall
reduce or eliminate such deductibles or self-insured retentions as respects County, its
officers, officials, agents, or employees; or Contractor shall procure a bond
guaranteeing payment of deductibles or self-insured retentions.

7.4.2 Contractor shall be solely responsible for the payment
of all deductibles to which such policies are subject, regardless of whether County is an
insured under the policy.

7.5 Contractors Pollution Liability

7.5.1 Contractor shall maintain Contractors Pollution
Liability covering losses caused by pollution incidents that arise from the operations of
Contractor described under the scope of services of this contract.

7.5.2 Contractor's Pollution Liability shall apply to bodily
injury; property damage, including loss of use of damaged property or of property that
has not been physically injured; cleanup costs and defense, including costs and
expenses incurred in the investigation defense, or settlement of claims. The policy of
insurance affording these required coverages shall be written in an amount of at least
$5,000,000 per claim, with an annual aggregate of at least $5,000,000.

7.5.3 Contractors Pollution Liability shall include as an
additional insured County, its officers, officials, agents, and employees.

7.5.4 If Contractors Pollution Liability is written on a claimsmade basis, Contractor warrants that any retroactive date applicable to coverage under
the policy precedes the effective date of this contract; and that continuous coverage will
be maintained or an extended discovery period will be exercised for a period of three (3)
years, beginning from the time that work under the contract is complete.

7.6 Miscellaneous Insurance Provisions. The policies are to
contain, or be endorsed to contain, the following provisions:

7.6.1 Any failure to comply with reporting provisions of the
policies listed in this Contract shall not affect coverage provided to County its officers,
officials, agents, and employees.

7.6.2 Each insurance policy required by this Contract shall
be endorsed to state that coverage shall not be canceled by either party except after
thirty (30) days prior written notice has been given to County, 230 Government Center Drive #125, Wilmington, NC 28403.

7.6.3 If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

7.7 Acceptability of Insurers. Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless County has granted specific approval.

7.8 Evidence of Insurance

7.8.1 Contractor shall furnish County with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work or services, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.

7.8.2 Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract.

7.8.3 With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to County with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

7.9 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors' coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

7.9 Conditions

7.9.1 The insurance required for this Contract must be on forms acceptable to County.
7.9.2 Where circumstances warrant, County may, at its discretion subject to acceptance by the Risk Management and Finance Department accept letters of credit or custodial accounts in lieu of specific insurance requirements.

7.9.3 Contractor shall provide that the insurance contributing to satisfaction of insurance requirements in this Contract and shall not be canceled, terminated, or modified by Contractor without prior written approval of County.

7.9.4 Contractor shall promptly notify New Hanover County Environmental Management and New Hanover County Risk Management at (910) 798-7497 of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.

7.9.5 County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.

7.9.6 Failure of County to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

7.9.7 By requiring insurance herein, County does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to County in this Contract.

7.9.8 If Contractor fails to maintain the insurance as set forth herein, County shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

7.9.9 Contractor or its agent may apply to County for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.

7.9.10 County shall have the right, but not the obligation of prohibiting Contractor or any subcontractor from entering the work or service area or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by County.
8. **Independent Contractor.** The parties mutually agree that the Contractor is an independent contractor and not an agent of the County, and as such, the Contractor shall not be entitled to any County employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or pension and retirement benefits.

9. **Default and Termination.** If Contractor fails to prosecute the work or services with such diligence as will insure its completion within the Contract time, or if Contractor breaches any of the terms or conditions contained in this Contract and fails to cure said breach within two (2) days of County's mailing of Notice of Default, or otherwise fails to perform the work or services hereunder to the County's reasonable satisfaction, County may terminate this Contract forthwith. Upon termination, County may, without prejudice to an action for damages or any other remedy, take the prosecution of the work or services out of the hands of Contractor. County may enter into another Contract for the completion of the Contract, or use such other methods as may be required for the completion of the Contract. County may deduct all costs of completing the Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the Contractor shall be paid for work or services performed to the date of termination. In no event will the amount due Contractor in the event of termination exceed that amount set forth in this Contract. Nothing contained herein shall prevent the County from pursuing any other remedy, which it may have against Contractor, including claims for damages.

10. **Termination for Convenience.** County may terminate this Contract for convenience at any time and without cause. Upon receipt of notice, Contractor shall immediately discontinue providing the work or service and, if applicable, placing any orders for any materials, facilities, and supplies in connection with the performance of the work or services of this Contract.

11. **Non-appropriation.** All funds for payment by County under this Contract are subject to the availability of any annual appropriation for this purpose by the Board of Commissioners. In the event of non-appropriation of funds by the Board of Commissioners for the services provided under the Contract, County will terminate the
Contract, without termination charge or liability, on the last day of the then-current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Professional on ten (10) business days' prior written notice, but failure to give such notice shall be of no effect and County shall not be obligated under this Contract beyond the date of termination.

12. **Non-waiver of Rights.** The parties mutually agree that either party’s failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.

13. **Conflict of Interest.** No paid employee of the County shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.

14. **Subcontracts.** The Contractor shall utilize no subcontractors for carrying out the services to be performed under this Contract without the written approval of the County.

15. **Entire Contract.** This Contract constitutes the entire understanding of the parties.

16. **Binding Effect.** This Contract shall be binding upon the parties hereto, and their heirs, successors, executors, administrators and assigns.

17. **Further Actions.** The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Contract.

18. **Severability.** If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

19. **Inclusive Terms.** Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.

20. **Governing Law.** All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

22. **Iran Divestment Act of 2016 Compliance Pursuant to N.C.G.S. 147-86.55 et. seq.** The Act requires that the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any contractor or subcontractor found on the State Treasurer’s Final Divestment List. Contractor certifies that it or its subcontractors are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-85.60. The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

23. **Notices.** All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

   **To County:**
   New Hanover County Environmental Management
   Attn: Kim Roane, Business Officer
   3002 U.S. Hwy. 421. North
   Wilmington, NC 28401

   **To Contractor:**

24. **Assignability.** The parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract.

25. **Contract Under Seal.** The parties hereto expressly agree to create a Contract under seal.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.
NEW HANOVER COUNTY

County Manager

ATTEST:

Clerk to the Board

[SEAL]

CONTRACTOR

(Seal)

President

[SEAL]

ATTEST:

Secretary

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

County Finance Director

Approved as to form:

County Attorney

STATE OF NORTH CAROLINA

NEW HANOVER COUNTY

I, ____________________________, a Notary Public of the State and County aforesaid, certify that Teresa P. Elmore acknowledged that she is Clerk to the Board of Commissioners of New Hanover County, and that by authority duly given and as the act of the Board, the foregoing instrument was signed in its name by its County Manager, sealed with its corporate seal and attested by herself as its Clerk.

Acct#70080350-700000

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WITNESS my hand and official seal, this ____ day of
____________________, 2016.

My commission expires:____________________

STATE OF __________________

____________________ COUNTY

I, _______________________, a Notary Public of the State and
County aforesaid, certify that ______________________ came before me this day and
acknowledged that (s)he is Secretary of ______________________, and that by authority duly given and as the act
of the corporation, the foregoing instrument was signed in its name by its President and
sealed with its corporate seal.

WITNESS my hand and official seal, this ____ day of
____________________, 2016.

Notary Public

My commission expires:____________________
Exhibit A:

Household Hazardous Waste Recycling and/or Disposal Services

Scope of Service

- Provide scheduled bi-monthly collection of flammables (thinners, alcohols, gasoline), caustic cleaners, household cleaners, aerosols, mixed solvents, acidic cleaners, mercury debris, lamps, fertilizers, oxidizers, toxic liquids, oil-based and latex paints and paint-related materials.
- Provide and maintain structurally sound storage containers, including metal, plastic and fiber containers as appropriate for the materials collected. All containers shall be approved for transport over public roadways.
- Process any necessary permit paperwork for the State. Provide certificates of disposal, recycling or destruction within 30 days of acceptance by the contractor.
- Conduct, upon request, an annual approved training class to train staff in the proper handling and storage of materials. Provide refresher training as needed to incorporate regulatory or procedural changes to designated County personnel.
- Provide sufficient quantities of approved regulatory placards and labels for storage containers, constructed of materials that are weather- and chemical-resistant.
- Contractor shall also be responsible for the collection and transportation of pesticides for the Dept of Agriculture.