

Town of Plymouth 124 East Water Street Plymouth, NC 27961	<i>/INVITATION FOR BID NO. 100-2023a</i> Bids will be Publicly opened: April 28, 2023 @ 2:00 p.m.
Refer ALL Inquiries to: Mike Wright, Public Works Director	Services Requested:
Telephone No. 252-793-9101 ext 225	1. Solid Waste Curbside Collection & Recycling
Email: mike.wright@visitplymouthnc.com	2. Collection of White Goods
Plymouth Police Dept. 132 East Water St., Plymouth, NC 27962	3. Dumping of Dumpsters on Town Owned Sites

NOTICE TO BIDDERS

Sealed bids, subject to the conditions made a part hereof, will be received at this office (Town of Plymouth, 124 East Water Street, Plymouth, NC 27962) until **2:00 p.m. Friday, April 28, 2023** the day of opening and then opened, for furnishing and delivering the services as described herein.

Bids submitted via facsimile (FAX) machine in response to this Invitation for Bids **will not** be acceptable.

Bids are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Invitation for Bids, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this bid, I certify that this bid is submitted competitively and without collusion (G.S. 143-54).

Failure to execute/sign bid prior to submittal shall render bid invalid. Late bids are not acceptable.

BIDDER:		FEDERAL ID OR SOCIAL SECURITY NO.:
STREET ADDRESS:		ACCOUNTS RECEIVABLE ADDRESS:
CITY, STATE & ZIP:		TELEPHONE NO.: CELL PHONE NO.:
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING:		FAX NO.:
AUTHORIZED SIGNATURE:	DATE:	EMAIL:

All offers are valid for **90** days from date of bid opening.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted, an authorized representative of Washington County shall affix their signature hereto and this document and the provisions of the Instructions to Bidders, Special Terms and Conditions specific to this Invitation for Bids, The Specifications, and the North Carolina General Contract Terms and Conditions shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful bidder(s).

FOR TOWN OF PLYMOUTH USE ONLY

Offer accepted and contract awarded this _____ day of _____, 20____, as indicated on attached certification or purchase order

_B_____. Authorized representative of the Town of Plymouth)

STATEMENT OF BIDDER'S QUALIFICATIONS

To be submitted by the Bidder to the Town of Plymouth with other bid proposal documents

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized by an official notary public. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information that he/she desires.

1. Name of Bidder
2. Permanent main office address
3. When organized
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand in North Carolina:
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a Contract? If so, where and why?
10. Background and experience of the Principal members of your organization, including the Officers.
11. Credit rating
12. Give Bank reference
13. Will you, as required in the bid invitation, fill out a detailed financial statement and furnish any other information that may be required by the County?
14. Will you provide an English speaking operator on your equipment at all times?
15. Will you provide a "live" contact to respond to any and all requests and/or complaints?
16. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Town of Plymouth, North Carolina, in verification of the recitals comprising this Statement of Bidder's Qualifications, dated this _____ day of _____

Name of Bidder

By: _____

Title

State of _____

County of _____

Commission Expires: _____

Notary Public (Printed or Typed)

Signature of Notary Public

BIDDER'S TABULATION SHEET

BID INVITATION NUMBER 100-2023a

1. Rate per account for curbside account waste collection including two (2) brown goods and two (2) bags.

Town Rate of 1 pick-up per week@ _____x 52 weeks=\$_____
year, based on approximately 1,500 accounts.

2. Rate per account for services of curbside recycling pick-up:

Town rate of one (1) pick-up per week at _____x 52 weeks=
\$ _____ year, based on participating accounts.

Town rate of one (1) pick-up bi-weekly at _____x 52 weeks =
\$ _____ year, based on participating accounts.

3. Rate per account for services of curbside white goods pick-up:
(Based on estimated collection of three (3) per week on attachments)

Rate per requested pick-up _____

4. Rate of Dumpster/Container use/collection per size:

One (1) eight (8) cubic yard containers

One (1) pick-up per week @ \$ _____X 52 weeks = \$ _____ r.,

One (1) thirty (30) cubic yard container

One (1) pick-up per week@ \$ _____X 52 weeks= \$ _____ r.

Town of Plymouth reserves the right to accept or deny any one or all of the above proposed services. The Town appreciates your interest in servicing Town of Plymouth in one or all of the above services.

Signature of Bidder _____ Date _____

MAILING INSTRUCTIONS: Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
BID NO. 100-2023a TOWN OF PLYMOUTH ATTN: MIKE WRIGHT 124 EAST WATER STREET PLYMOUTH, NC 27962	BID NO. 100-2023a TOWN OF PLYMOUTH ATTN: MIKE WRIGHT 124 EAST WATER STREET PLYMOUTH, NC 27962

TABULATIONS: Verbal tabulations of open market bids and award information can be obtained by calling 252-793-9101 EXT. 225. Tabulations will be available upon request no earlier than 10 a.m. on the first working day following the date of opening. Requests for lengthy or written tabulations cannot be honored at that time.

AWARD CRITERIA: As provided by Statute, award will be based on the lowest and best bid(s) (most advantageous to the Town of Plymouth) as determined by consideration of:

1. Price;
2. General reputation & performance capabilities of bidder;
3. Conformity with terms and conditions of this Invitation for Bids;
4. References;
5. Demonstration of equipment; and
6. Conformity with specifications.

SCOPE:

- 1 Bidder will provide the collection of solid waste from curbside at residential homes, on a weekly basis, for a period of fifty-nine (59) months beginning August 1, 2023, and ending June 30, 2028.
- 2 Bidder will provide the collection of recycled materials at curbside from residential homes, on a weekly basis, for a period of fifty-nine (59) months beginning August 1, 2023, and ending June 30, 2028.
- 3 Bidder will provide the service of picking up brown goods and white goods at homeowners curbside when requested by the homeowner.
- 4 Within this Invitation, Bidder will bid this as a separate amount from services included in numbers one through three (1-3). The Town reserves the right to include or exclude this service from the bid awarded contract.
- 5 Bidder will provide dumpsters at requested Town owned locations and be responsible for dumping on a weekly basis. Bidder will bid on price of service to dump the dumpsters as well as rental fee based on the cubic yard of the container as one service. Within this Invitation, Bidder will bid this as a separate amount from services included in numbers one through three (1-3), and four (4). Bid document will include a listing of currently used containers, their size, and address. The Town reserves the right to include or exclude this service with the bid awarded contract.
- 6 All household waste and brown goods collected while performing the services above will be transferred by equipment owned and operated by the Bidder to the Regional Landfill in Aulander, NC. Recyclables and white goods collected while performing the services above will be transferred by equipment owned and operated by the Bidder to a facility of choice by the contractor.
- 7 Upon Mutual agreement of both parties the contract may be extended for an additional twelve (12) month period beginning July 1, 2028 and ending June 30, 2029.

Attachments:

- (A.) Will include *estimated* number of accounts requiring service for solid waste collection and the collection of recycled goods.
- (B.) Will include *estimated* number of accounts requiring service for collection of White Goods per week.
- (C.) List of containers/dumpsters used by the Town of Plymouth on Town owned sites and their addresses.

DEFINITIONS:

Brown Goods - Furniture including upholstered pieces and mattresses.

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

Recyclable Material - (i) Aluminum and bi-metal cans, steel (including tin plated steel cans); (ii) category 1 plastic beverage bottles (PET) and category 2 plastic dairy/milk and beverage bottles (HOPE); (iii) newsprint (including advertising inserts); (iv) glass containers (clear, green, and brown); (v) corrugated cardboard; and (vi) other items deemed now or at a later date to be recyclable, based on the market and demand for such materials.

Solid Waste - All material customarily referred to as garbage, or refuse, and other discarded material, including solid and semi-solid waste materials or materials but not including (a) Hazardous Waste Materials as defined by the North Carolina Division of Environmental and Natural Resources or other State or Federal laws, rules, or regulations; (b) solid or dissolved materials in domestic sewage; (c) solid or dissolved materials in irrigation return flows; (d) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT. 880), (e) source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954, as amended (68 STAT. 923); (f) vehicular tires; (g) construction and demolition debris; (h) brown goods; (i) white goods; (j) yard waste.

White Goods - Any and all household or commercial machines or appliances.

EQUIPMENT:

Bidder will provide the Town a list of all company owned equipment, (including make & model), to be used in the collection and dumping of the requested services. This list should be attached to the first sheet of this proposal when submitted to the Town as a bid. All other requested documentation should follow those attachments. The bidder shall provide all personnel, labor, equipment and all other items necessary to provide services hereunder and shall be responsible for all associated costs. The bidder shall have sufficient equipment and back-up equipment available to ensure, in the reasonable opinion of the Town, the timely and continuous fulfillment of the requested services. The bidder shall repair and maintain its equipment in clean, painted, sanitary and serviceable condition. Personnel shall wear clean and appropriate uniforms identifying their employer and shall conduct their work courteously. Each driver shall have appropriate licenses and safety training. Vehicles shall be secured against spills, leaks and escaping litter. The bidder will be responsible for promptly cleaning up any such spills and litter.

PERMITS:

At the expense of the contractor, copies of any required permits and licenses for collection of all waste and/or dumping must be submitted with the bid proposal.

DEVIATIONS:

Any deviations from specifications and requirements herein must be clearly pointed out by bidder, otherwise it will be considered that services offered are in strict compliance with these specifications and requirements and a successful bidder will be held responsible therefore. Deviations must be explained in detail. The Town makes no representation that deviations will be acceptable and specifically advises that material deviations will not be accepted. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

SALES TAX: DO NOT include sales tax in bid amount.

PROPOSAL SUBMISSION: Proposals shall be submitted on forms of proposal attached hereto. All requested information shall be provided. Any additional explanations, specifications, etc., shall be included.

BID BOND: Each proposal must be accompanied by a certified check on a bank that is a member of the Federal Deposit Insurance Corporation, payable to the order of the Town, or a Bidder's Bond acceptable to the Town and running in favor of the Town, in an amount equal to five percent (5%) of the maximum annual bid total. If a proposal is not accepted or if a proposal is accepted and a contract is executed, the check or Bidder's Bond will be returned in each instance within a period of thirty (30) days to the Bidder furnishing the same; except that each Bidder agrees, provided its proposal is one of the three low proposals, that, by filing its proposal together with such check or Bidder's Bond in consideration of the Town's receiving and considering such proposal, said proposal shall be firm and binding upon each such Bidder and such check or Bidder's Bond shall be held by the Town for a period not exceeding ninety (90) days from the date herein above set for the opening of the proposals.

GENERAL INFORMATION CONCERNING CURRENT CONTRACT FOR THIS SERVICE

1. The Town of Plymouth currently pays \$7.92 per cart, per month, for curbside pick- up (household garbage, two (2) brown goods, and two (2) bags service excluding recycling). This amount is currently based on 1505 accounts.
2. The Town of Plymouth operates in accordance with State law. All household waste and brown goods must be taken to the Regional Landfill, located at 1922 Republican Rd, Aulander, NC 27805. Recyclables and white goods collected while performing the services above will be transferred by equipment owned and operated by the Bidder to a facility of choice by the contractor.
3. It is the responsibility of the homeowner to call the contractor to have white goods picked up.
4. Contractor provides 1- 90 gallon roll-out cart to each account. It is the responsibility of the Contractor to keep carts on hand for replacement to be delivered within 48 hours of request. Contractor will replace carts at no charge to the homeowner unless damage is deemed to be the fault of the homeowner. Upon request by the homeowner, multiple containers per account are allowed at additional cost to the homeowner. All issued containers placed at curbside are picked up by the Contractor.
5. Pickup occurs one time weekly between the hours of 7 a.m. to 6 p.m., Monday through Friday. This schedule is set up by the Contractor and approved by the Town Manager. A written schedule of day and estimated time of pickup is available for each account.
6. The companies schedule follows that of the Regional Landfill, Aulander, NC. If the Landfill is not open then no dumping is allowed. If there is a Holiday and the Landfill is closed, the regular pickup schedule resumes the next working business day.
7. The Contractor is provided access to all State maintained roads, Town subdivisions, and mobile home parks.
8. Backdoor service is available for disabled or incapacitated customers upon receipt of medical notice.
9. The Town of Plymouth is listed as an additional insured on the Contractor's insurance policy.

MODIFICATION TO RATES/ CONSUMER PRICE INDEX

The fees or compensation payable to the Bidder for the second and subsequent years of the term hereof shall be adjusted upward or downward to reflect the percentage change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), United States All Urban Consumer, published by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding twelve (12) month contract period. In order for changes to become effective by July, 1, the beginning of each contract period, the Town must receive notification of any increase/decrease by April 1st of each contract year. The Town will make a determination of which materials/equipment will be included in the service. If during the contract either party desires to add or delete materials/equipment from the service (due to changes to market availability, etc.) the party may make a written request to the other party and the material/equipment may be added or deleted if mutually agreed to by both parties. The CPI will be the only rate modification allowed in the contract.

NOTIFICATION: Must be given to the Town of Plymouth Finance Department in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturers' official notice or other evidence that the change is general in nature.

DECREASES: The Town of Plymouth shall receive full proportionate benefit immediately at any time during the contract period.

INCREASES: All prices offered herein shall be firm against any increase for 365 days from effective date of the proposed contract. After this period, a request for increase may be submitted to the Town reserving the right to accept or reject the increase, or cancel the contract. Such action by the Town shall occur not later than 30 days after receipt and review by the Town of a properly documented request for price increase. Any increases accepted shall become effective on a date to be determined by the Town of Plymouth, but shall not be later than 15 days after the expiration of the original 30 days reserved by the Town to evaluate the request for increase;

INVOICES/PAYMENTS: Invoices will be submitted the last day of each month and payable by the 15th of the following month. It is understood that each payment made will be for services done during the prior month. The Contractor must keep records for a period of three (3) years. Each invoice must include and follow the following guidelines;

1. A summary of the tonnage collected for solid waste and the tonnage collected for recycled goods.

A summary of the containers delivered, new and replacements, and the physical address for each one.

2. The number of accounts serviced for collection of solid waste and recyclables.

3. A summary of each white good, and brown good that is collected and the physical address of the account from which collection was made.

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE AND REJECTION:** The Town of Plymouth reserves the right to reject any and all bids, to waive any informality in bids, and unless otherwise specified by the bidder, to accept any item in any bid. If either a unit, a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.

2. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, the offer shall be valid for 90 days from the date of the bid opening.

3. **WHITE GOODS:** Must be bid at a separate price.

4. **DUMPSTERS:** Must be bid at a separate price.

5. **RECYCLABLES:** Must be bid at a separate price.

6. **TAXES:** No taxes shall be included in any bid prices.

a. **Federal:** Generally, states and political subdivisions are exempt from such taxes, as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 32 of the Internal Revenue Code.

b. **Other:** Bid prices are not to include any sales, import, or personal property taxes. To the extent applicable, they are to be invoiced as a separate item(s).

7. **AFFIRMATIVE ACTION:** The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore. The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.

9. **MANAGER:** A manager must be provided by the Contractor for direct contact with the Town. Said manager must be available during normal business hours or have adequate backup that is knowledgeable about any and all circumstances.
10. **Office:** The Contractor must provide live telephone service to handle complaints and inquiries Monday through Friday from 8:00 a.m. to 5:00 p.m.
11. **STORMS & DISASTERS:** In the case of a storm, flood, hurricane or other disaster or other Acts of God, the Town shall grant the Contractor reasonable variance from regular schedules and routes. In case of a storm or other disaster or other acts of God where it is necessary for the Contractor to perform services beyond the scope of this Contract, the Contractor and the Town shall negotiate the amounts to be paid to the Contractor.
12. **SAFETY STANDARDS:** All services done by the contractor shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements. Bidders shall comply with all applicable occupational health and safety and environmental rules and regulations. Bidders shall effectively manage their safety and health responsibilities including:
 - a. **Accident Prevention**
Prevent injuries and illnesses to their employees and others on or near their job site. Contractor's managers and supervisors shall ensure employer's personnel safety by strict adherence to established safety rules and procedures.
 - b. **Environmental Protection**
Protect the environment on, near, and around their work site by compliance with all applicable environmental Regulations.
 - c. **Employee Education and Training**
Provide education and training to all bidders' employees before they are exposed to potential workplace or other Hazards as required by OSHA Standards.
13. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidders are to furnish all information requested and in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit with his proposal: schedules, permits, insurance, equipment listing, descriptive literature and/or complete specifications covering the services offered. Reference to literature submitted with a previous bid does not satisfy this provision. Bids, which do not comply with these requirements, may be subject to rejection.
14. **PROMPT PAYMENT DISCOUNTS:** Bidders are urged to compute all discounts into the price offered. If a prompt payment discount is offered, it will not be considered in the award of the contract except as a factor to aid in resolving cases of identical prices.
15. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance made of the lowest and best bid most advantageous to the Town of Plymouth as determined upon consideration of such factors as: prices offered; the quality of the services offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by the Town to be pertinent or peculiar to the contract in question. Unless otherwise specified by the Town or the bidder, the Town reserves the right to accept any items, services, or groups of items, services, on a multi-item/service bid.
16. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the services offered on this proposal prior to their start date, it shall be the responsibility of the successful bidder to notify the Town Finance Officer at once, indicating in his letter the specific regulation which required such alterations. The Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
17. **M/WBE:** Pursuant to General Statute 143-48 and Executive Order #77, the Town of Plymouth invites and encourages participation in this procurement process by businesses owned by minorities, women, and the handicapped.

18. INSURANCE: All insurance coverage must be presented to the Town by form of a policy to ensure adequate coverage is in place. Contractor must list the Town as an additional insured on its policy.

COVERAGE: During the term of the contract, the bidder at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the bidder shall provide and maintain the following coverage and limits:

- a. **Worker's Compensation-** The bidder shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000, covering all bidders' employees who are engaged in any work under the contract. If any work is sublet, the bidder shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the contract.
- b. **Commercial General Liability-** General Liability Coverage, on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- c. **Automobile-** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage; \$1,000,000 uninsured/under-insured motorist; and \$1,000,000 medical payment.
- d. **Umbrella/Excess Liability:-** At the option of the contractor, the limits of the primary general liability and auto liability may be not less than \$1,000,000 with an excess policy providing the additional limits required. This form of coverage must be approved by the Town and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of this Agreement. Renewal certificate shall be sent to the Town thirty (30) days prior to the expiration date of any and all insurance policies required hereunder. There shall also be a thirty (30) day notification to the Town in the event of cancellation, modification of coverage or erosion of aggregate limits of any stipulated insurance coverage.

REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the bidder and is an essential requirement of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The bidder shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any and all such insurance policies, except as they may conflict with existing North Carolina laws. The limits of coverage under each insurance policy maintained by the bidder shall not be interpreted as limiting the bidder's Liability and obligations under the contract.

19. PATENTS AND COPYRIGHTS: The Bidder shall hold and save the Town, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses on account of any patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by the government.

20. ADVERTISING: Bidder agrees not to use the existence of this contract or the name of the Town of Plymouth as a part of any commercial advertising without prior written approval of the Town Manager.

21. EXCEPTIONS: All proposals are subject to the terms and conditions outlined herein. All responses will be controlled by such terms and conditions and the submission of other terms and conditions, price catalogs, and other documents as part of a Bidder's response will be waived and have no effect on this Request for Proposal or any other contract that may be awarded resulting from this solicitation. The submission of any other terms and conditions by a Bidder may be grounds for rejection of the Bidder's proposal. The Bidder specifically agrees to the conditions set forth in the above paragraph by affixing his name on the signatory page contained herein.

22. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, the Town will consider keeping trade secrets which the bidder does not wish *disclosed* confidential. Each page shall be identified in boldface at the top and bottom as "***CONFIDENTIAL***" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law. All other information provided shall be public record.
23. **ACCESS TO PERSONS AND RECORDS:** The Town's Auditor may have access to persons and records as a result of all contracts or grants entered into by the Town in accordance with General Statute 147-64.7.
24. **INSPECTION AT BIDDER'S SITE:** The Town reserves the right to inspect, at a reasonable time, the equipment, plant, office, or other facilities of a prospective bidder prior to contract award, and during the contract term as necessary for the Town's determination that such equipment, plant, office, or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
25. **FINANCIAL RECORDS:** Each bidder must provide the Town with a copy of their most current yearly financial report at the time bid proposal is submitted, to keep on file for their records. Failure to provide such records shall be grounds for rejecting a bid.
26. **CONTAINERS:** One (1) 90 gallon roll-out container and one separate container for recyclable goods must be provided to each account prior to the beginning of the contract period. Upon request by the homeowner, an additional cart may be delivered to the homeowner at additional charge to the homeowner. If Contractor has proof that additional carts are being used for any purpose other than storing solid waste, contractor has the right to request to the Town that the additional cart be removed following notification to the homeowner, and if approved by The Town of Plymouth. If a replacement cart is requested due to damage, deemed to be intentional by the homeowner, a charge may be levied by the Contractor against the homeowner. The Contractor is responsible for keeping and providing the Town with a quarterly audit of the number of roll-out and recyclable containers being provided to each account during the contract period.
27. **AVAILABILITY OF FUNDS:** Any and all payments of compensation of this specific transaction, it's continuing or any renewal or extension are dependent upon and subject to the allocation of appropriation of funds to the Town for the purpose set forth in this agreement.
28. **GOVERNING LAWS:** All contracts, transactions, agreements, etc., are made under and shall be governed by and construed in accordance with the laws of the State of North Carolina.
29. **ADMINISTRATIVE CODE:** Bids, proposals, and awards are subject to applicable provisions of the North Carolina Administrative Code.
30. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
31. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the representative of The Town of Plymouth named on the cover sheet of this document. Any and all revisions to this document shall be made only by written addendum from the Town Finance Officer. The Bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source is of no effect.