



Request for Proposals

Municipal Solid Waste, Yard Debris, Recyclables and Bulk Item Collection

Date of Issue: July 20, 2021
Due Date: September 14, 2021

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1. Introduction

The Town of Indian Trail is soliciting proposals to provide for the collection and disposal of single-family residential and community facilities solid waste, yard debris, recyclables and bulk/E-waste item collection within the Town of Indian Trail corporate limits (see Attachment 1).

Proposals must be received not later than 2:00 pm September 14, 2021. All submissions must include six (6) hard copies and one copy in Adobe PDF on a USB flash drive. Proposals received after that date and time will not be considered.

It is the sole responsibility of the proposer to verify receipt of proposal by the due date. If you would like to confirm receipt of your RFP prior to the deadline, please email Pam Good at plg@indiantrail.org.

The Town reserves its exclusive right to determine the best interests of the Town and act accordingly which may include, but not be limited to, rejecting any or all proposals and to award a contract based upon those interest. This is a request for proposal, not a competitive bid process. Proposals shall be sealed, clearly marked - Solid Waste RFP, and delivered to:

In-Person or UPS/FEDEX Delivery:	OR	USPS Mail Delivery:
Town of Indian Trail Attn: Pam Good 315 Matthews-Indian Trail Rd. Indian Trail, NC 28079		Town of Indian Trail Attn: Pam Good PO Box 2430 Indian Trail, NC 28079

All proposals must be returned in its entirety with each page initialed by the proposer. All blank spaces within this request for proposal must be completed in full.

Proposals shall not include any elaborate or promotional material, unless specifically requested, and excessively lengthy narrative is discouraged. All instruction within the RFP must be followed or there is the potential for the proposer’s proposal to be disqualified from consideration.

1.1 Projected Timeline

- | | | |
|----|--|---------------------------------|
| 1. | RFP issued | July 20, 2021 |
| 2. | Mandatory Pre-proposal Conference.....
(Town Hall-315 Matthews-Indian Trail Rd. Indian Trail) | August 24, 2021
at 3:00 p.m. |
| 3. | Last Date for Inquiries/Questions..... | Sept. 9, 2021 |
| 4. | Proposal Due Before..... | Sept. 14, 2021 at
2:00pm |
| 5. | Projected Award Date by Town Council..... | October 12, 2021 |
| 6. | Projected Contract Execution..... | Dec. 1, 2021 |
| 7. | Contract Start Date/First Day of Service..... | August 1, 2022 |

1.2 Project Contact

All questions regarding this RFP should be directed to: Pam Good. Please email questions to plg@indiantrail.org. Answers to questions will be forwarded to all persons participating in the RFP process.

2. General Information

2.1 Demographics and Service History

According to the U.S. Census Bureau the population has grown from less than 1,800 in 1990 to approximately 43,000 residents today. The Town is located in Union County and is just 15 miles southeast of uptown Charlotte and encompasses approximately 22 square miles. Please refer Attachment 2 for a summary of recent demographic and service trends in the Town of Indian Trail.

2.2 Town Goals and Objectives

The Town intends to continue to provide curbside solid waste, recycling, yard waste, and bulk/E-Waste collection for all single-family residences (including townhomes) within the Town and for all Town owned facilities. The Town intends to create a long-term relationship with a service provider who can provide these curbside services in a high quality and customer-focused manner to our residents. In procuring the services described in this RFP, the Town seeks to partner with a company that has the resources and expertise to assisted in developing and/or providing public educational material that will help increase recycling participation, while also educating citizens regarding solid waste and recycling standards.

2.3 Indian Trail Current Estimated Waste Management Data

Current Estimated Household Count as of June, 2021	
Curbside Collection Accounts	13,580
Back/Side Door Collection	60

Tonnage for Fiscal Year 2020-21	
Solid Waste	14,056
Recycling	2,260
Yard Debris	860

Please refer to Attachment 2 for a summary of service trends in the Town of Indian Trail.

2.4 Agreement Not to Sue

In consideration of the Town's agreement to open the selection of a firm to provide exclusive solid waste, yard debris, recyclables and bulk/E-waste item collection services to all interested proposers, rather than selecting a firm by negotiation or any other manner allowed by law, and in consideration of the agreement of the Town to not compete with the accepted proposer in providing the aforementioned collection services, each proposer by submitting a proposal agrees that no claims, suits, or any legal action of any nature shall be brought against the Town or any of its elected officials, employees, or agents for or on account of any determination made by the

Town in connection with this Request for Proposals. Such determinations shall include, but not be limited to, the award of the Contract to the accepted proposer.

2.5 Town's Exclusive Rights

This request for proposal is a solicitation and not an offer to contract. The Town reserves the right to reject any and all proposals, as well as select multiple vendors for one or all types of service. The Town further reserves the right to issue clarifications and other directives concerning this request for proposals; to require clarification or further information with respect to any proposal, waive irregularities, deficiencies, and technicalities concerning any proposal, and to determine the final terms of any contract. Interviews will be required by the Town with selected proposers to clarify proposer's proposal and to allow for contract negotiations. Acceptance of any proposal will be based upon factors including, but not limited to: costs for service, provider's service equipment, completeness of proposal, thoroughness of information provided; customer service standards, value added service, prior successful contractor performance with waste collection systems similar in nature to those herein and long term financial stability.

2.6 Transition Plan

Since, no interruption of solid waste service is permissible, each proposer must provide a detailed outline of their transition plan which will explain their activity leading up to the start date of August 1, 2022. Outline your company's transition plan from the date of award on December 1, 2021 to the start of the contract on August 1, 2022. This is a vital part of the proposal. Please include a schedule of all activities right up to the commencement of the new contract.

3. Basis of Proposal

Proposals submitted will be for the proposer to provide exclusive collection services for solid waste, yard waste, recyclable, and bulk/E-waste within the Town limits. Prices provided shall be (1) all inclusive indicating any and all costs associated with collection, tipping fees, delivery and assembly fees of carts for new customers and any other costs which may be incurred and (2) an alternative price including the above items without the tipping fee if the Town selects to pay the actual tipping fees separately. Proposals shall identify the facility the proposer intends to transport the collected materials to for each service type. The Town shall retain control regarding where the disposal or processing facility the material is sent to.

Proposals must include complete information addressing the following:

3.1 Solid Waste Collection

Solid Waste Collection Service	Price/Household/Month Do not include tipping fee	Price/Household/Month Include tipping fee
Monthly rate for once weekly collection & disposal of residential garbage using a 96-gallon rollout cart.		

Note:

1. The Town currently provides solid waste collection service on a weekly basis using a 96-gallon roll out receptacle.

3.2 Recycling Collection

Recycling Service	Price/Household/Month Do not include tipping fee	Price/Household/month Include tipping fee
Monthly rate for once biweekly residential recycling service in a 96-gallon rollout cart.		

Alternate Recycling Service	Price/Household/Month Do not include tipping fee	Price/Household/month Include tipping fee
Monthly rate for once weekly residential recycling service in a 96-gallon rollout cart.		

Notes:

1. The Town currently provides recycling collection service on a biweekly basis (i.e. every other week) using a 96-gallon rollout receptacle.
2. Proposal shall identify anticipated revenues generated from the sale of recycled material, if any, and how those revenues will be distributed to the Town.
3. Added recycling of flattened boxes between lid and cart during Christmas season is expected.

Alternative Material Recycling: The Town has received interest from citizens to have expanded opportunities for the recycling of alternative items that would ordinarily need to be taken to the Union County transfer facility or other similar facilities. The Town is interested in receiving proposals for an alternative material recycling program. The ideal program would contemplate curbside pickup of these items, however, all proposals will be considered. If not curbside the proposal should indicate the location the material could be dropped off within Town limits. Alternative materials may include but are not limited to plastic grocery type bags, Styrofoam, batteries, light bulbs, and similar domestic recyclable items that cannot be placed in the curbside recycling rollout cart. The proposal should identify any additional fees, if any, for this program beyond the base rate identified in Section 3.2.

3.3 Bulk and E-Waste Collection

Bulk & E-Waste Collection Service	Quarterly Rate Do not include tipping fee	Quarterly Rate Include tipping fee
Quarterly Bulk and E-Waste pickup on a specified date/week.		

On-Call Rate if quarterly option is chosen Bulk & E-Waste Collection Service	Rate per house Do not include tipping fee	Rate per house Include tipping fee
On-call service		

Alternate Bulk & E-Waste Collection Service	Call in service Do not include tipping fee	Call in service Include tipping fee
Call in Bulk and E-Waste pickup on a specified date.		

Notes:

1. The Town currently provides quarterly and on-call service(s).
2. Price shall be a total amount to be invoiced once per-quarter for all households served versus on a per-household basis (for the main bid).
3. Price shall be a total amount to be invoiced per house for the alternate option per service call.
4. Proposal shall also include a separate rate for homeowner “on-call” pick up of bulk/E-waste items outside the quarterly period above. In this scenario, homeowner contacts waste contractor to schedule a pickup time. Homeowner pays contractor directly for pickup.
5. Acceptable items for bulk waste pickup may be found on Attachment 3.
 - a. If the contractor would like to deviate from this list, please indicate additions or deletions that are requested.
6. As part of contract negotiation, contractor and Town shall coordinate public notification steps for the quarterly bulk/E-waste pickup. Including but not limited to yard signs at neighborhood, newspaper ads, and assistance with online notifications.

3.4 Yard Waste Collection

Yard Waste Collection Service	Price/Household/Month Do not include tipping fee	Price/Household/Month Include tipping fee
Monthly rate for once biweekly residential curbside yard waste service as determined by the provider		

Yard Waste Collection Service	Price/Household/Month Do not include tipping fee	Price/Household/Month Include tipping fee
Monthly rate for once weekly residential curbside yard waste service as determined by the provider		

Alternate Yard Waste Collection Service	Price/Household/Month Do not include tipping fee	Price/Household/Month Include tipping fee
Monthly rate for once biweekly residential curbside yard waste service in a rollout cart only.		

Alternate Yard Waste Collection Service	Price/Household/Month Do not include tipping fee	Price/Household/Month Include tipping fee
Monthly rate for once weekly residential curbside yard waste service in a rollout cart only.		

Alternate Call in Yard Waste Collection Service	Call in Price Do not include tipping fee	Call in Price Include tipping fee
Call in rate for residential curbside yard waste service.		

Alternate Call in Yard Waste Collection Service	Call in Price Do not include tipping fee	Call in Price Include tipping fee
Call in rate for residential curbside yard waste service in a rollout cart only.		

Notes:

1. The Town currently provides yard waste service on a biweekly basis.
2. Supplementary enhanced fall leaf pickup services for all residents shall be provided biweekly for approximately 4 months to be determined during contract negotiations. The cost for this enhanced service shall be incorporated into the above curbside collection rate.
3. Yard waste shall be collected in manageable, organized piles meeting the Town's and contractor's mutually agreed upon standards, within citizen provided yard waste containers, and/or within one of the Town's previously provided 96-gallon containers (approximately 300 in existence). The intent is to enable homeowners to leave residential yard waste along the curbside in a manner that is reasonably efficient for the contractor to collect.
 - 25 bags, maximum amount expected to be picked up per service call
 - 4 ft x 4 in, maximum dimensions of limbs to be picked up
4. The contractor shall be required to provide annual Christmas tree collection for recycling purposes at no additional charge.

3.5 Town Facilities

The Town of Indian Trail operates a town hall facility and three public parks (Crossing Paths Park, Chestnut Square Park, and Crooked Creek Park). It is the Town's expectation that the contractor shall provide solid waste and recycling services for these facilities as part of the base solid waste and recycling rates noted in Sections 3.1 and 3.2 above. This will include regular 2X/week in season, and/or on-call pick up service, as needed, as well as providing special event recycling and solid waste receptacle/can delivery and collection services.

3.6 Material Integrity

As part of its proposal, proposer shall describe its plan for ensuring that collected solid waste, recyclables, yard waste, and bulk/E-waste material is not comingled with material collected from other private or local government contracted accounts.

3.7 Collection Bins

The Town will own all existing solid waste, recycling, and yard waste rollout carts in use at the conclusion of its current contract on July 31, 2022. The solid waste (beige) and recycling (blue) carts are both 96-Gallon Toter EVRII Universal/Nestable carts with hot stamped graphics (model # 79296) or carts of equal quality that the Town agrees to use. These carts will remain in service for existing customers as part of the new solid waste and recycling contract.

As part of this RFP the contractor shall furnish solid waste and recycling collection roll carts to each new Indian Trail household/customer that match the existing containers in terms of brand, size, color, and logo imagery, unless another agreement is reached in negotiations with the vendor prior to the signing of the agreement for service. Yard waste containers (if used) will be provided by the resident meeting standards that are mutually agreed upon by the Town and contractor. Equipment furnished during the duration of the contract shall initially be the property of the contractor. The Town shall retain ownership of all carts after completion or any termination of the initial term of the contract.

Contractor shall be responsible for maintaining all existing and newly furnished containers in reasonably good condition. All new customers must receive new, clean carts. For maintenance of

existing containers, the proposer should generally assume one solid waste and one recycling rollout cart for each household reflected in Section 2.3. The contractor shall also be responsible for replacing all carts that are lost, stolen, damaged, and/or worn beyond their useful life. Contractor shall have the right to charge the resident for the cost of repair or replacement due to gross abuse or negligence only with prior approval from the Town.

The costs associated with the provision of new carts and the maintenance or replacement of existing or newly provided carts shall be incorporated into the base solid waste and recycling collection rates reflected in Sections 3.1, 3.2, and alternate bid in 3.4 above.

3.8 Elderly and Disabled Service

Contractor shall provide back or side door pick up to elderly or disabled residents as designated by the Town who are physically unable to place container at curbside on pickup day. A list of known existing back or side door residents will be provided to the successful contractor. There are approximately 60 known, existing back or side door customers. The cost for back or side door service shall be incorporated into the base solid waste, recycling, yard waste, bulk/E-Waste collection rates reflected in Sections 3.1, 3.2, 3.3, and 3.4 above.

3.9 Recyclable Material

The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The contractor shall be required to identify the buyers of recyclables upon request by the Town. Recyclable materials collected for the purpose of recycling may not be deposited in any landfill. If discovered that recyclable materials are placed into a landfill, the Town reserves the right to cancel the contract and/or assessing damages in the amount of one thousand dollars (\$1000.00) per incident. The Town shall not be liable for the mishandling of any such contaminated materials. The contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant to the contract.

In addition to the Records and Reporting required in Section 5.1 and along with the Town's monthly reporting on services provided, the contractor shall provide the Town with a report indicating any monies received for recyclable materials collected under the contract: by type of material sold, its unit price and weight. This report should reflect the amount shown as a recycle credit on the Town's monthly invoice.

3.10 Newly Developed and Annexed areas, town growth

The contractor will, within five (5) days of notification of the Town, provide collection services of the same frequency and quality otherwise required of the contractor to newly developed and or newly annexed areas. As new residential units are constructed and occupied within the Town, the contractor shall, after proper notification by the Town, provide all services as required by the Agreement on the next scheduled day of collection following notification.

An understanding between the Town and Contractor will be agreed upon before the agreement is signed as to when the Town reaches a certain number of additional homes that additional trucks and driver will be added to in order to keep a level to which the Town feels is adequate for an acceptable level of service.

3.11 Alley Collection

The Town has existing and future single-family home and townhome neighborhoods that are served with private rear alleys. The contractor should acquaint itself with the special needs and accommodations that will be required for alley collection. The proposal shall include a statement of willingness by the proposer to continue alley service, and a description of special accommodations that will be made to accomplish this. Recognizing the limitations of alleyways in terms of pavement width and durability, the proposer shall plan on utilizing lighter, more maneuverable vehicles to serve the Town's alley communities versus the larger vehicles used to serve conventional neighborhoods. The proposer will need to describe how service would be provided to these residents and what additional cost may be incurred by the Town. The cost for serving alley communities shall be incorporated into the base solid waste and recycling collection rates reflected in Sections 3.1 and 3.2.

3.12 Hours and Days of Operation

All collections shall, except as expressly permitted by the Town be limited to the hours between 7:00 a.m. and 7:00 p.m. Sunday collections are not permitted unless expressly authorized by the Town. Collection routes shall be established by the contractor and approved by the Town. The proposal should include a proposed schedule that meets this framework, accommodates changes due to inclement weather and holidays. Any change in days of collection must be approved by the Town and announced by the contractor in a newspaper having widespread local circulation. It is the responsibility of the provider to give direct notice to households affected by the change at least 45 days in advance of the change.

3.13 Emergency Plan

The proposer shall submit an Emergency Plan which shall detail those actions the proposer will take to deal with emergency situations such as extreme cold temperatures, snow/ice, fire, or other natural or manmade disasters which would require a deviation from normal operating procedures. The Emergency Plan for the contract shall also include emergency phone numbers/email addresses for key personnel that are available to the Town 24-hours per-day during emergency conditions. The Emergency Plan shall detail customer notification procedures. The Emergency Plan shall also include the criteria used to suspend curbside collection services and resumption of collection services.

3.14 Storm Debris Collection

As part of this contract or as a supplementary contract, the contractor and the Town shall enter into an emergency storm debris removal and disposal agreement for accommodating debris resulting from natural or manmade disasters. The contractor shall indicate within the RFP its willingness to enter into this agreement and the resources available to provide this service.

3.15 Holiday Curbside Collection

Pickup days will not be reduced by holidays but may be combined. Pickups normally scheduled on holidays will be rescheduled on the next regular collection day or other day agreed upon by the Town and contractor. Contractor will advertise a minimum of three (3) times, and provide

Town sufficient notice to update Town's website prior to any schedule changes for holidays.

The following is a list of holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but the contractor must meet its obligation as required.

3.16 Trucks and Equipment

The contractor shall provide a detailed list, to include but not be limited to, anticipated number, age and condition of vehicles, the size and types of vehicles and automation that it proposes to use, as well as other equipment necessary for the job such as communication devices, GPS systems and others. The collection vehicles should be of relatively recent manufacture (2-years or newer) and kept in good visual and operating condition. The Town reserves the right to visit the facilities of all interested contractors and observe the equipment used and the operational methods. These site visits will be coordinated with the appropriate representative(s) from each of the interested contractors. Any contract entered into by the Town will contain provisions regarding equipment weight, leak proofing, and similar performance standards.

In addition to placement of the Town's name and logo on the trucks, the Town reserves the right to use the payload area of one or more trucks for installation of messaging graphics for community announcements. The costs for installation and removal of the graphics will be negotiated as part of the contract.

3.17 Use of Subcontractors

This contract does not allow for the use of subcontractors without the prior written approval of the Town.

3.18 Assignment

The obligations of the contractor are not to be assigned or transferred to any person or organization without the prior written approval of the Town.

3.19 Promotion and Education

The proposer will work with the Town to provide baseline service-oriented information to residents. This will include preparing and updating all educational and marketing information to educate residents on collection standards and the benefits of recycling. This is to include the specifics of the solid waste and recyclables collection program, a collection schedule, a listing of what materials can go into the recyclable materials bin, instructions on the proper handling of the collection bins, instructions on what residents are to do with trash that does not fit into the collection bins, etc.

3.20 Public Informational Meetings

Upon selection but prior to implementation of the collections service, the selected contractor will be required to participate with Town staff and Council in two or more public meetings which will describe the new service to Town residents/customers.

Upon selection and after the agreement for service is signed the vendor may be asked from time to time to attend Council meetings to address the board, the chosen vendor will agree to this request.

3.21 Customer Service

The contractor shall be responsible for providing all customer service functions including informing residents of current services, handling resident requests, and resolving resident complaints. The proposal shall include information addressing the proposer's proposals for methods and a time frame for communicating with the residents and responding to their questions and complaints. The proposer shall also include, with the proposal, a copy of their customer service standards and training provided.

The proposer shall maintain an online software program/application available to Town staff and residents for registering and tracking all issues related to solid waste and recycling. The Town request the uses of Asset Essentials. Trained Town staff will periodically monitor the software and review the program for documented issues and their prompt resolution. The Town's expectation is that all resident complaints as follows:

- 1 business day to respond to complaints/misses
- 2 business days to deliver new or lost carts
- 1 week to replace damaged carts

The contractor shall maintain an office or other such facilities equipped with sufficient local telephone service through which they can be contacted. Any and all associated costs for this service are the sole responsibility of the proposer. Responsible staff shall be available from 7:00 am to 7:00 pm daily on regular collection days. The contractor shall also ensure managerial staff is available to Town staff 24-hours per-day to address emergency events.

3.22 Proposed Term of Contract

The contract resulting from this proposal shall commence upon the date of contract execution by both parties and extend for an initial period of five (5) years. The Town shall have the option of renewing this contract for an additional two (2), two (2) year terms, renewable one term at a time. The decision to renew will be solely the Towns. Notice of intent to renew will be made at least 60 days prior to normal contract expiration. The Town and selected provider shall reconfirm or renegotiate the unit rates prior to the contract renewal. If renewal results in changes in the terms or conditions, such changes must be in writing as an amendment to the original contract and such amendment will not become effective until fully executed by both parties.

In the event the Town does not opt to renew the contract or the Town and contractor are unable to reconfirm or renegotiate unit rates for another term, the Town shall have the option of extending this contract at the current rates for a period of six months total for the purpose of completion of services started prior to current contract expiration or until a new contract can be established.

3.23 Consumer Price Index (CPI) Adjustment

On an annual basis, in the discretion of the Town after notice from the contractor, the Solid Waste Collection service rate charged by the contractor to the Town for the second and subsequent years of the term may be adjusted upward or downward to reflect the changes in the Consumer Price Index (CPI) during the preceding twelve months. This change can only take place after approval of the Town Council.

3.24 Value Added Services

Please indicate any value-added services the proposer may offer which have not been requested or mentioned in this request for proposal.

4. Qualifications of Proposer

The Town requires the submission of the following certified supporting data regarding the qualifications of the proposer in order to determine whether proposer is qualified and responsible.

1. Satisfactory evidence that the proposer possesses not less than five years of experience providing solid waste and recycling collection services.
2. Evidence that the proposer is in good standing in the State of North Carolina.
3. Copies of the last three (3) years financial statements of the proposer (or, if the proposer is a subsidiary or division, then a financial statement of the parent corporation).
4. The names and resumes of the principal officers, partners, and/or officials. The name(s) and resume(s) of the individual(s) who will be responsible for the Town contract.
5. Evidence, in form and substance satisfactory to the Town, that the proposer possesses as a going concern the managerial and financial capacities to perform all phases of the work called for in the contract documents.
6. Minimum of five (5) references identifying each client, a contact person and contract information for similar projects done by the personnel to be involved in these projects. Please provide a list of all Municipal agencies with which the provider is under contract.
7. Such additional information as will satisfy the Town that the contractor is adequately prepared to fulfill all of the terms of the contract.
8. As referred to in Section 2.6, please submit a transition plan as requested.

5. General Terms

The contract with the Town shall include, but not be limited to, general terms that are substantially as follows.

5.1 Working Relationship

The provider's point of contact with the Town shall be Pam Good or other authorized representatives in all matters pertaining to the performance of this contract.

Throughout the term of this contract, the provider must have prior approval from the Town Manager for any changes to the number of containers, size of container or collection schedule established upon the execution of the contract by both parties. Any change will be confirmed by the Town in writing.

Contractor's employees, officers, and agents shall at no time be allowed to identify themselves, or in any way represent themselves, as being employees or agents of the Town of Indian Trail.

5.2 Compensation Payment Schedule

The contractor shall invoice the Town monthly for services provided. Within 30 days of the start of the contract, the contractor shall submit copies of standard billing forms and coordinate with the Town's Finance Department to establish mutually acceptable billing documents. The Town will retain full auditing rights of contractor's accounting records as they pertain to the Town's contract.

The Town recognizes that one of the primary costs of the contractor to fulfill this contract is the price of vehicle fuel which is outside the control of the contractor. The Town is willing to negotiate a fuel surcharge clause, with a cap, based upon using the following prices for the lower Atlantic Region of the US Energy Information Administration (USEIA) Index: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

5.3 Failure to Perform, Remedies, Termination

The Town expects high levels of customer service and collection service provisions. Performance failures will be discouraged, to the extent possible, through penalties for certain infractions and through contract default for more serious lapses in service provisions. The Town has the right to "termination for convenience" with a six month's notice to the Contractor.

5.4 Penalties

Penalties may be levied if documented in an incident report presented by the Town to the contractor. Penalties will be deducted from the monthly payment made by the Town to the contractor. Disagreements will be subject to the review and resolution procedures provided in the contract.

Action or Omission	Penalties
Commencement of residential collection prior to 7:00 a.m. or continuance after 7:00 p.m. except as expressly permitted.	\$100.00 per incident (each truck on each route is a separate incident).
Failure to collect spilled materials.	Twice the cost of cleanup to the Town plus \$1,000 each incident
Leakage from contractor vehicles or vehicle contents.	\$500 each vehicle, each inspection.
Failure to collect any and all garbage, recyclable materials, and yard debris within one business day after notification.	\$250.00 each incident
Collection from residential premises on other than the day specified excluding inclement weather or holiday schedule.	\$50.00 per structure.
Collection and disposal of recyclables as if solid waste or trash.	\$1,000.00 per incident.
Misrepresentation by contractor in records or reporting.	\$1,500 per incident.
Failure to make required reports on time.	\$500.00 per incident.
Failure to maintain clean and sanitary vehicles.	\$250.00 per vehicle per occurrence.
Failure to maintain adequate supply of IT carts for use in new resident homes and damaged carts, cart minimum of 50 carts total.	\$1,000.00 per incident.
Failure to use agreed upon service vehicles and/or have correct markings on vehicles.	\$500 each vehicle

The above table is not an exclusive list of the acts or omissions for which a penalty may be assessed. Also, the contract shall include provisions detailing those acts and omissions of the contractor which shall be considered violations or breaches of the contract. The contract will reserve to the Town the right to exercise any and all remedies it may have with respect to these and other violations and breaches. Any schedule of penalties shall not affect the Town's ability to terminate the contract for breach.

5.5 Cooperation in Disasters

The contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities of the federal, state, and local government, and of any private utility, and shall not interfere with their work during times of declared disaster or a local emergency.

5.6 Force Majeure

The contract will provide that neither party shall be liable to the other for any delay in, or failure of, performance where performance is prevented or delayed by acts of God, fire, explosion, accident, traffic congestion, flood, earthquake, epidemic, war, riot, rebellion, restraints or injunctions, or other legal processes from which a party affected cannot reasonably relieve itself by security or otherwise.

5.7 Maintenance of Records and Reporting

The contractor shall maintain in its local office full and complete operation and customer service records that shall at all reasonable times be open for inspection and copying for any reasonable purpose by the Town. Reports shall be submitted by the tenth day of each month to the Town documenting the following information:

1. The residents to whom service was provided;
2. The contractor is to maintain a log of all complaints and the actual or planned resolution;
3. A log of missed collections and responses;
4. A description of any vehicle accidents or infractions;
5. A listing of all accounts having a change of service during the month;
6. Weights in tons of garbage and recyclable materials collected by commodity and where these items were transported to **monthly with each invoice**.

5.8 Performance and Payment Bonds

All proposers will provide a letter from a surety company stating the Contractor's ability to secure performance and payment bonds as indicated below with the proposal submission.

The successful proposer shall provide to the Town a payment bond in the amount equal to one hundred percent (100%) of the contract price (as determined by the Town) and a performance bond in an amount equal to one hundred percent (100%) of the contract price (as determined by the Town) within 10 calendar days (or such other time as designated by the Town) from the date of notice of selection.

The performance and payments bonds shall secure all of the Contractor's obligations, shall be for a term of one year and shall be renewed each year so as to be maintained during the entire Term and shall remain in effect for one year following the expiration of the contract.

The surety issuing the operations performance bond shall be acceptable to the Town, and limited to those companies authorized to transact business in the state of North Carolina, having a resident agent in the state of North Carolina and meeting the following requirements and/or limits: the bond shall contain any applicable provisions required by Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina.

5.9 Indemnification and Insurance

All proposers will provide a letter from an insurance company stating the Contractor's ability to secure an insurance policy meeting the obligations as indicated below with the proposal submission on or before the contract execution.

The contractor shall be required to indemnify and hold harmless the Town, its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the contractor's performance of the contract, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the contractor or any subcontractor of the contractor, or any officer, employee, or agent of the contractor or subcontractor, or any other person for whom the contractor is responsible. The contract shall include provisions for the contractor to defend against such claims.

The contractor must provide the Town with a Certificate of Insurance for review prior to the issuance of any contract. The Town will be named as an additional insured on any policy secured by the contractor. All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the proposer to provide such notice, the proposer will be solely responsible for all losses incurred by the Town for which insurance would have provided coverage. The Certificate of Insurance shall be for the initial contract period of one (1) year and shall be renewed by the selected proposer for each subsequent renewal period of the contract.

The Company must maintain insurance policies at all times throughout the term of the contract with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory Limits
General Liability	\$1,000,000 per occurrence/ \$3,000,000 Aggregate
Automobile Liability	\$1,000,000
Umbrella Liability	\$4,000,000
Pollution Liability	\$2,000,000

Proposer shall provide pollution liability coverage to cover bodily injury; property damage, (including natural resource damage), cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to the sudden and gradual pollution conditions resulting from the escape of smoke vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gases, waste materials, or other irritants, contaminants or pollutants (including asbestos). The Proposer warrants any retroactive date applicable to coverage under the policy that precedes the effective date of the Contract.

Current, valid insurance policies meeting the requirements herein identified shall be maintained during the Contract Term. Renewal certificates shall be sent to the Town 30 days prior to an expiration date. There shall also be a 30-day notification to the Town in the event of cancellation, modification of coverage, or reduction of aggregate limits required. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Town. Wording on the certificate that states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable.

It is agreed that the Proposer will be responsible for notifying the Town of any material changes in a policy.

It shall be the Proposer's responsibility to ensure that all sub-Proposers comply with the same insurance requirements that the Proposer is required to meet.

All certificates of insurance shall be furnished on an ACORD form or equivalent as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

5.10 Compliance with Laws and Miscellaneous

The contractor shall be responsible at its own expense for obtaining and complying with all necessary permits, ordinances, and laws. The contract shall also include provisions concerning independent contractor status, equal employment opportunity, non-assignment, disclosure of information and records, applicable law, and such other terms and conditions as the Town may require.

5.11 North Carolina E-Verify

Contractor shall be required to complete an Affidavit of Compliance with N.C. E-Verify Statuettes required by N.C.G.S. 64-26 as part of the solid waste and recycling contract.

6. Lobbying

To ensure fair consideration for all prospective proposers throughout the duration of the formal solicitation process, the Town prohibits communication whether direct or indirect, regarding the subject matter of the proposal or specifications by any means whatsoever whether oral or in writing with any elected official from the issuance of specifications until Town Council makes the award. Communications initiated by the proposer may be grounds for disqualifying the offending proposer from consideration of award or any further proposal.

7. Self-Reliance

The Town makes no guarantee on any of the estimates contained in the RFP and provides this data for informational purposes only. Proposers are expected to conduct their own investigations and research of relevant information used to develop their proposals, including but not limited to the estimated number and type of housing units, anticipated participation, diversion, container weights and all conditions related to the services provided.

The proposer shall make no claims against the Town as a result of estimates or projections used herein, statements, or interpretation of data by Town staff or its agents.

8. Public Records

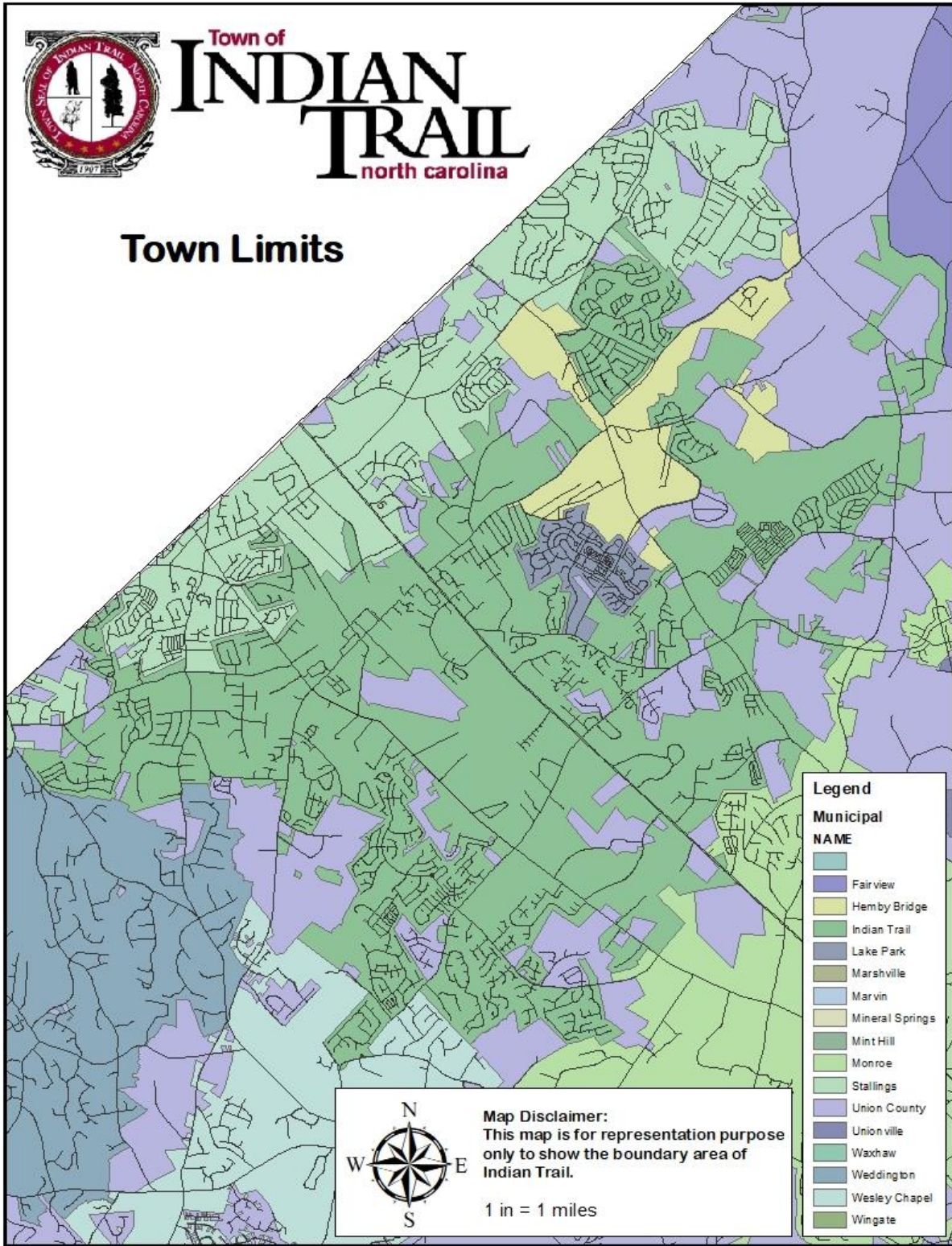
Under North Carolina state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the “documents”) become a public record upon submission to the Town, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the Town receives a request for inspection or copying of any such documents provided by a vendor in response to this RFP, it will promptly notify the vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date the Town intends to disclose the documents requested and affording the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The Town assumes no contractual obligation to enforce any exemption.

9. Equal Opportunity Compliance

The Town is an equal opportunity employer and requires all proposers to comply with policies and regulations concerning equal opportunity.

The proposer, in the performance of this contract, agrees not to discriminate in its employment because of the employee’s or applicant’s race, religion, national origin, ancestry, sex, sexual preference, age, or physical handicap.

ATTACHMENT 1:



ATTACHMENT 2:

INDIAN TRAIL POPULATION GROWTH

2016 (July 1st) Population Estimate	2021 (July 1st) Population Estimate	5-Year Growth Rate During Approx. Contract Term
38,279	43,000	12.33%

INDIAN TRAIL SOLID WASTE ACCOUNT GROWTH

June 2016 Accounts/Homes	June 2021 Accounts/Homes	Growth Rate
12,507	13,580	8.58%

INDIAN TRAIL SOLID WASTE GROWTH

FY 2015-16	FY 2020-21	Growth Rate
10,846 tons	14,056 tons	29.60%

INDIAN TRAIL RECYCLING GROWTH

FY 2015-16	FY 2020-21	Growth Rate
2,705 tons	2,260 tons	-16.45%

INDIAN TRAIL YARD WASTE GROWTH

FY 2015-16	FY 2020-21	Growth Rate
730 tons	860 tons	17.81%

ATTACHMENT 3:



BULK WASTE ACCEPTABLE ITEMS

Please review the list below of acceptable items and preparation guidelines prior to placing items curbside. This program is intended for pick-up of customary residential items and is not intended for removal of commercial/contractor items or remnant items from significant home renovation projects. If you have any questions about your pick-up items or acceptable bulk waste quantities, please call to verify.

Acceptable Bulk Waste Items:

- Air conditioners - Window units only.
- Appliances (residential stoves, microwaves, dishwashers, washer, dryer); must be empty; refrigerators/freezers- remove doors
- Basketball goal (portable) - Remove concrete base & dismantle; concrete will not be collected
- Bathtubs - No cast iron tubs; 75 lbs or less
- Bed and bed frames - Dismantle.
- Bicycles
- Carpet/floor coverings- Roll & cut no longer than 4 ft.; Up to 4- rolls accepted (max. 25-lbs each)
- Clothing-Must be bagged (consider donating as an alternative)
- Couches/Chairs
- Computers
- China cabinet hutches - Empty; tape any glass
- Desks/Dressers - Empty.
- Entertainment centers - Empty; tape any glass
- Fencing –wood fencing only, no metal fences. Remove or flatten protruding nails; limited to 75 lbs total.
- Fireplace inserts - Remove bricks; no bricks collected.
- Garbage cans - Tag with a note indicating to take the can.
- Glass doors, windows, table inserts - Using tape, make an **X** over the glass and place at curbside
- Grills - Remove propane tanks; 75 lbs or less; no commercial grills.
- Gutters - 4 ft. or less.
- Lawnmowers - Remove gasoline and battery, if applicable.
- Linoleum - Roll & cut no longer than 4 ft.; Up to 4- rolls accepted (max. 25-lbs each)
- Mattresses
- Patio furniture
- Pianos or organs - 75 lbs or less; dismantle.
- Play sets/swing sets- Remove concrete base and dismantle, remove or flatten nails
- Plumbing materials
- Plywood & paneling - No larger than 1 in. thick x 4 ft. x 4 ft.
- Pool Covers - Folded; only folded cover; 75 lbs or less will be collected.
- Space heaters, oil and kerosene heaters; Must be emptied
- Televisions - no consoles
- Toys (large)
- Water heaters
- Windows- Tape any glass

ATTACHMENT 4:



BULK WASTE UNACCEPTABLE ITEMS

The following items WILL NOT be collected as part of the Town of Indian Trail bulk waste curbside pick-up program (4-times per year). Please contact a private waste company or the Union County Landfill (704) 233-5334 to discuss disposal options for these items. If you have any questions about your pick-up items or acceptable bulk waste quantities, please call to verify.

Items That Will Not Be Collected:

- Any remnant materials resulting from work performed by a contractor or any significant home renovation.
- Automobile parts including motors, tires, rims, doors, fenders, car seats, batteries, bumpers, etc.
- Bricks
- Cardboard boxes. Please cut down to 3 feet by 3 feet (or smaller) pieces and place in the recycling cart
- Central air conditioning or heating units
- Ceramic tile
- Chain link fencing
- Concrete blocks or pieces
- Dirt or sand
- Drywall or plaster
- Duct or sheet metal materials
- Fence posts with concrete attached
- Fire-damaged items
- Grocery carts
- Floor coverings (except carpet/padding removed by homeowner, see size/qty restrictions on acceptable list)
- Hot tubs/Jacuzzis
- Marble or simulated marble countertops
- Nails or boards with protruding nails
- Paint & other hazardous waste (please contact the Union County Landfill)
- Pallets (wooden)
- Propane/oxygen tanks
- Railroad ties/landscape timbers
- Rocks
- Roofing materials and shingles
- Toilets
- Yard waste

Please also consult the list of acceptable items for general size parameters and any advance preparation needed.

ATTACHMENT 5:

**SOLID WASTE COLLECTION
REQUEST FOR PROPOSAL
Qualification Checklist**

Name of Company: _____

_____	1	Initialed all pages of original RFP
_____	2	Enclosed six (6) hard copies and one copy on a USB flash drive
_____	3	Letter from surety company stating ability to secure performance and payment bonds
_____	4	Letter from insurance company stating ability to secure insurance coverage as specified in Section 5.9
_____	5	Fee schedule for solid waste, recycling, yard waste, and bulk/E-waste services
_____	6	Proposed schedule for collection pickup
_____	7	Itemized list of equipment available for use under this Contract
_____	8	Transition Plan including timetable and all information requested
_____	9	Last three (3) years Financial Statements
_____	10	Alternative Materials Recycling Program information
_____	11	Ability to serve town facilities and provide nuisance ordinance support
_____	12	Evidence that proposer is in good standing with State law
_____	13	Evidence that proposer has been in business for five (5) years with actual operating experience in refuse collection and disposal, yard debris collection and recyclables collection and processing.
_____	14	Five (5) references and a list of all Municipal agencies with which the contractor is under contract
_____	15	Fuel Surcharge Table
_____	16	Signed and Notarized Certified Statement
_____	17	Signed and Notarized Non-Collusion Certificate
_____	18	All other specific information required by proposal documents

ATTACHMENT 6:

NON_COLLUSION CERTIFICATE

NON-COLLUSION CERTIFICATE

STATE OF _____)

ss.

COUNTY OF _____)

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation and submission of a proposal to the Town of Indian Trail for consideration in the award of a contract on the improvement described as follows:

Municipal Solid Waste, Yard Debris, Recyclables and Bulk/E-Waste Item Collection

(Name of Firm)

By:

(Authorized Signature)

Title

Sworn to before me this day of _____ .

Notary Public

CORPORATE SEAL:

ATTACHMENT 7:

CERTIFIED STATEMENT

I, _____, authorized representative for _____ hereby certify that all of the following supporting data and statements provided by the Proposer, as required in the Town of Indian Trail's Request for Proposal on Solid Waste, are true and complete and should be used in determining whether our company is a qualified, responsible vendor.

Print Name and
Title

Signature

Company Name
Address

Telephone:

(State of North Carolina)

(County of _____)

Before me, _____, the undersigned authority, on this date personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 2021.

Notary Public, State of North Carolina

ATTACHMENT 8:

CONTRACT FOR SERVICES

This Contract for Services (this "Contract") is made and entered into this _____ day of _____, 2022 ("Effective Date") between **The Town of Indian Trail** ("Town") and _____ ("Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Obligations of Contractor.** The Contractor agrees to provide for the collection and disposal of Solid Waste, Recyclables, Bulk/E-Waste, Yard Waste, and Storm Debris and other additional collection and disposal services (collectively the "Services"), as more particularly described and in accordance with the terms and conditions stated herein including the Cost/Fee Proposal attached hereto as Exhibit 1, Scope of Services and Terms attached hereto and incorporated herein by reference as Exhibit 2 (collectively, the Cost/Fee Proposal and the Scope of Services and Terms are referred to as the "Price and Scope Summary") and the Town's Request for Proposals For Solid Waste Collection Services (the "RFP"), a copy of which is attached hereto and incorporated herein by reference as Exhibit 3. In the event of any conflict between any terms and conditions of the Contract, the terms and conditions most favorable to Town shall control.

The Contractor shall begin collection Services on _____.

The Term of this Contract is set forth below.

The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract. Furthermore, the Contractor represents and warrants that (i) it is duly qualified and licensed to provide the Services and has the qualifications submitted to the Town in its proposal, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar services under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations, and (v) its reports, if any, shall be complete, accurate, and unambiguous.

2. **Obligations of Town.** Town agrees to pay the Contractor for the Services in accordance with the Price and Scope Summary. The parties acknowledge that Town operates on a July 1-June 30 fiscal year and that operating funds are made available to Town on a year to year basis. Accordingly, see Section 7 of the Standard Terms and Conditions.
3. **Initial Term and Town Options to Extend.** The term of this Agreement and performance shall commence on the Effective Date and terminate on August 1, 20__ (the "Initial Term") unless this Contract is terminated earlier by Town as herein provided. This Contract may be renewed by the Town for two (2), two (2) year terms under the terms set forth herein, renewable one term at a time. The decision to renew will be solely the Town's. Notice of the intent to renew will be made at least sixty (60) days prior to the expiration of the initial term or the then current renewal term. In the event the Town does not opt to renew the contract or the Town and contractor are unable to reconfirm or renegotiate unit rates for another term, the Town shall have the option of extending this contract under the terms set forth herein for a period of six months total for the purpose of completion of Services started prior to current contract expiration or until a new contract can be established.
4. **Project Coordinator.** _____ is designated as the Project Coordinator for the Town. The Project Coordinator shall be the Town's representative in connection with the Contractor's performance under this Contract. The Town has complete discretion in replacing the Project Coordinator with another person of its choosing. The Town may change the Project Coordinator by providing written notice to the Contractor.

5. Contractor Supervisor. _____ is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract. The Contractor Supervisor may change the Contractor Supervisor by providing written notice to the Town.
6. Methods of Payment. Town will make payment after invoices are approved on a net 30 day basis. Promptly after the Effective Date, and in no event later than thirty (30) days of the Effective Date, the Contractor shall submit copies of standard billing forms and coordinate with the Town’s Finance Department to establish mutually acceptable billing documents. The Town will retain full auditing rights of contractor’s accounting records as they pertain to the Town’s contract. Town will not pay for any Services in advance without the prior approval of the Finance Officer. After commencement of collection Services, Contractor shall submit invoices on the following schedule: by the twenty fifth (25th) day of the month, beginning ____
7. Notice. All notices, consents, waivers, and other communications under this Contract, including notification of incidents and liquidated damages as set forth in Section 5.4 of the Price and Scope Summary, must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) by electronic transmission to the email listed below, effective on confirmation of receipt by the sender of such transmission; or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate address set forth below (or to such other address as a Party may designate by notice to the other Party):

To Town:

Town of Indian Trail
 Attn: Director of Public Works
 315 Matthews-Indian Trail Road
 Indian Trail, NC 28079
 Email: ajm@indiantrail.org
 Phone: 704.821.5401

To Contractor:

Name:
 Address:
 Email:
 Phone:

8. Standard Terms and Conditions: Contractor agrees to the Standard Terms and Conditions set forth as Attachment A, attached hereto and incorporated herein by reference.
9. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic “PDF” to the same and full extent as the originals.

Attachment and Exhibit List:
 Attachment A: Standard Terms and Conditions
 Exhibit 1: Cost/Fee Proposal
 Exhibit 2: Scope of Services and Terms
 Exhibit 3: RFP

IN WITNESS WHEREOF, the Town and the Contractor have executed this Contract on the day and year first written above.

Contractor Name

Signature of Authorized Representative Date

Contractor's Federal Identification #
[if Contract is with Organization or Social Security Number if individual]

TOWN OF INDIAN TRAIL

Town Manager Date

Mayor Date

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

Town Finance Officer Date

ATTACHMENT A

Standard Terms and Conditions

1. **Entire Agreement.** The terms and provisions set forth in the Contract, the Cost/Fee Proposal, the Scope of Services and Terms and the RFP (collectively, the "Contract Documents") shall constitute the entire agreement between Contractor and Town with respect to the purchase by Town of the Services provided or work performed as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to Town shall control. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to Town shall be deemed accepted by or binding on Town. Town hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until Town's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by Town are subject to correction.
2. **Invoices.** It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to Town's accounts payable department with a copy to the Town Project Coordinator.
3. **Compliance with All Laws.** Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
4. **Nondiscrimination.** During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
5. **Conflict of Interest.** Contractor represents and warrants that no member of Town or any of its employees or officers who may obtain a direct benefit, personal gain or advantage for themselves or a relative or associate as a result of the Contract, subcontract or other agreement related to the Contract is in a position to influence or has attempted to influence the making of the Contract, has been involved in making the Contract, or will be involved in administering the Contract. Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to the Contract.
6. **Gratuities to Town.** The right of Contractor to proceed may be terminated by written notice if Town determines that Contractor, its agent or another representative offered or gave a gratuity to an official or employee of Town in violation of policies of Town.
7. **No Kickbacks to Contractor.** Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Town Contract or in connection with a subcontract relating to a Town Contract. When Contractor has grounds to believe that a violation of this clause may have occurred, Contractor shall promptly report to Town in writing the possible violation.
8. **E-Verification.** Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
9. **Indemnification.** Contractor shall indemnify and hold harmless Town, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's breach of the terms and conditions of the Contract. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of Town in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless Town, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
10. **Insurance.** Intentionally deleted. [See Price and Scope Summary]
11. **Termination for Convenience.** In addition to all of the other rights which Town may have to cancel this Contract, Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 180 days' notice in writing from Town to Contractor. If the Contract is terminated by Town in accordance with this paragraph, Contractor will be paid for services actually performed through the date of termination.

12. Termination for Default. Town may terminate the Contract, in whole or in part, immediately and without prior notice upon breach of the Contract by Contractor. In addition to any other remedies available to Town law or equity, Town may procure upon such terms as Town shall deem appropriate, Services substantially similar to those so terminated, in which case Contractor shall be liable to Town for any excess costs for such similar goods, supplies, or services and any expenses incurred in connection therewith.
13. Transition in Service. In the event services are terminated under this Agreement, either by reason of convenience, default or end of term, Contractor agrees to comply with all reasonable requests of the Town intended to effect a smooth transition of services and minimal inconvenience to customers served.
14. Contract Funding. It is understood and agreed between Contractor and Town that Town's obligation under the Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of Town for any payment may arise until funds are made available to Town's Finance Officer and until Contractor receives notice of such availability. Should such funds not be appropriated or allocated, the Contract shall immediately be terminated. Town shall not be liable to Contractor for damages of any kind (general, special, consequential or exemplary) as a result of such termination.
15. Accounting Procedures. Contractor shall comply with any accounting and fiscal management procedures prescribed by Town to apply to the Contract and shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds.
16. Improper Payments. Contractor shall assume all risks attendant to any improper expenditure of funds under the Contract. Contractor shall refund to Town any payment made pursuant to the Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. Contractor shall make such refunds within 30 days after Town notifies Contractor in writing that a payment has been determined to be improper.
17. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of Town.
18. Contract Personnel. Contractor agrees that it has, or will secure at its own expense, all personnel required to provide the Services set forth in the Contract.
19. Contract Modifications. The Contract may be amended only by written amendment duly executed by both Town and Contractor.
20. Relationship of Parties. Contractor is an independent contractor and not an employee of Town. The conduct and control of the work will lie solely with Contractor. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between Contractor and Town. Employees of Contractor shall remain subject to the exclusive control and supervision of Contractor, which is solely responsible for their compensation.
21. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by Town.
22. Financial Responsibility. Contractor is financially solvent and able to perform under the Contract. If requested by Town, Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by Town's Finance Officer. In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Contractor, the inability of Contractor to meet its debts as they become due or in the event of the appointment, with or without Contractor's consent, of an assignee for the benefit of creditors or of a receiver, then Town shall be entitled, at its sole option, to cancel any unfilled part of the Contract without any liability whatsoever.
23. No Pre-Judgment or Post-Judgment Interest. In the event of any action by Contractor for breach of contract in connection with the Contract, any amount awarded shall not bear interest either before or after any judgment, and Contractor specifically waives any claim for interest.
24. Background Checks. At the request of Town's Project Coordinator, Contractor (if an individual) or any individual employees of Contractor shall submit to Town criminal background check and drug testing procedures.
25. Mediation. If a dispute arises out of or relates to the Contract, or the breach of the Contract, and if the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation.
26. No Third-Party Benefits. The Contract shall not be considered by Contractor to create any benefits on behalf of any third party. Contractor shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third-party benefits.

27. Force Majeure. If Town is unable to perform its obligations or to accept the Services because of Force Majeure (as hereinafter defined), the time for such performance by Town or acceptance of Services will be equitably adjusted by allowing additional time for performance or acceptance of Services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of Town.
28. Strict Compliance. Town may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
29. General Provisions. Town's remedies as set forth herein are not exclusive. Any delay or omission in exercising any right hereunder, or any waiver of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default. If action be instituted by Contractor hereunder, Town shall be entitled to recover costs and reasonable attorney's fees. Contractor may not assign, pledge, or in any manner encumber Contractor's rights under this Contract or delegate the performance of any of its obligations hereunder, without Town's prior, express written consent.
30. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, will be determined in Gaston County, North Carolina. North Carolina law will govern the interpretation and construction of the Contract. Nondiscrimination. During the performance of the Contract, Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
31. Monitoring and Evaluation. Contractor shall cooperate with Town, or with any other person or agency as directed by Town, in monitoring, inspecting, auditing or investigating activities related to the Contract. Contractor shall permit Town to evaluate all activities conducted under the Contract. Town has the right at its sole discretion to require that Contractor remove any employee of Contractor from Town Property and from performing Services under the Contract following provision of notice to Contractor of the reasons for Town's dissatisfaction with the services of Contractor's employee.
32. Governmental Restrictions. In the event any governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the items offered prior to their delivery, it shall be the responsibility of the Contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation which required such alterations. Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.
33. Inspection at Contractor's Site. Town reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to Contract award, and during the Contract term as necessary for Town determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.