



Town of Indian Trail

Request for Proposals (RFP)-**AMENDMENT SHEET**

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

This sheet is intended to document (in summary form) the revisions to the Town of Indian Trail Municipal Solid Waste, Yard Debris, Recyclables, and Bulk Item Collection RFP. Please consult the amended RFP for additional information.

Amendment 1: November 28, 2016:

1. Revised cover sheet and other relevant sections to update project manager's email address.
2. Revised Section 1: *Introduction* by inserting word "low" in Paragraph #4.
3. Revised Section 3: *Basis of Proposal* to reflect:
 - a. *Introduction*: Modified introductory text to remove request for an alternative price without tipping fees.
 - b. *Sections 3.1, 3.3, and 3.4*: Removed column for alternative rate that does not include tipping fees.
 - c. *Sections 3.1, 3.3, and 3.4*: Modified the request for the "All Inclusive Price" to be broken up between service rate and tipping fees. Added supporting notes underneath each table to provide additional clarification of changes.
4. Revised Section 5.4: *Compensation Payment Schedule* to clarify that negotiation of any changes in the fuel rate will contemplate a deduction or surcharge clause in the event of significant fuel price decreases or increases over the contract term.



Town of Indian Trail

Request for Proposals

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

Date of Issue: October 17, 2016

Date of Amendment No. 1: November 28, 2016

Due Date: January 17, 2017

Purpose of Request for Proposal (RFP): The Town of Indian Trail is soliciting proposals for qualified bidders 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.

Questions about this RFP should be directed to:

Project Manager	Rox Burhans
Title	Planning Director
Department	Planning
Address	130 Blythe Drive, Indian Trail, NC 28079
Telephone	704-821-5401
Email	rburhans@planning.indiantrail.org

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 3:00 pm January 17, 2017. All submissions must include seven (7) hard copies and one copy in Adobe PDF on a USB 2.0 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 Rox Burhans at rburhans@planning.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, “low” bid process. Proposals shall be sealed, clearly marked - Solid Waste RFP, and delivered to:

In-Person or UPS/FEDEX Delivery:
Town of Indian Trail
Attn: Rox Burhans, Planning Director
130 Blythe Drive
Indian Trail, NC 28079

Or

USPS Mail Delivery:
Town of Indian Trail
Attn: Rox Burhans, Planning Director
P. O. 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.....	October 17, 2016 by 5:00 p.m.
2.	Mandatory Pre-proposal Conference..... (Town Civic Building/100 Navajo Trail)	November 29, 2016 at 3:00 p.m.
3.	Last Date for Inquiries/Questions.....	December 19, 2016
4.	Proposal Due Before.....	January 17, 2017 at 3:00pm
5.	Projected Award Date by Town Council.....	February 28, 2017
6.	Projected Contract Execution.....	April 25, 2017
7.	Contract Start Date/First Day of Service.....	July 31, 2017

1.2 Project Contact

All questions regarding this RFP should be directed to: Rox Burhans, Planning Director. Please email questions to rburhans@planning.indiantrail.org. All answers to question 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 38,000 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 to 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 develop and maintain a public educational program 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 September 30, 2016	
Curbside Collection Accounts	12,560
Back/Side Door Collection	35

Tonnage for Fiscal Year 2015-16	
Solid Waste	10,846
Recycling	2,705
Yard Debris	730

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. 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 July 31, 2017. Outline your company’s transition plan from the date of award on February 28, 2017 to the start of the contract on July 31, 2017. 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 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. As noted in the tables below, prices for solid waste, bulk/E-waste, and yard waste should be provided as a total figure and broken out between the service rate and the tipping fee based on waste material being transported to the Union County Transfer Facility. The Union County facility is located at 2125 Austin Chaney Road, Wingate, NC 28174. In addition to submitting prices based on the use of the Union County facility, proposers may submit a second price based on transporting the material to an alternative facility. 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	
Monthly rate for once per-week collection & disposal of residential garbage using a 96 gallon rollout cart.	Total (Union County Transfer Facility)	
	Service Rate (Price/Household/Month)	Tipping Fee (Per-Ton)
	Total (Alternative Facility)	
	Service Rate (Price/Household/Month)	Tipping Fee (Per-Ton)

Notes:

1. The Town currently provides solid waste collection service on a weekly basis using a 96-gallon roll out receptacle.
2. Prices shall be provided in the following format:

- A. Broken out by Service Rate (on a price/household/month basis) and Tipping Fee (on a per-ton basis). The proposed Service Rate shall include all costs with the exception of tipping fees. The proposed Tipping Fee rate shall only reflect the actual fee charged by the disposal/transfer facility. The Town will not pay any additional charges incorporated into the fee.
- 3. The Town of Indian Trail reserves the right to negotiate tipping fees separately with the individual facilities.

3.2 Recycling Collection

Recycling Service	Price/Household/Month
Monthly rate for once biweekly 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. Citizens shall have the ability under this contract to request a 2nd recycling rollout cart. The 2nd cart shall be provided as an even cost split between the homeowner and the Town with the contractor responsible for collecting fees from homeowner. There shall be no additional charge to the Town or homeowner for serving properties with two containers.
- 3. Proposal shall identify anticipated revenues generated from the sale of recycled material and how those revenues will be distributed to the Town.

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. 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 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 Price (all households)	
Quarterly rate for once per-quarter collection & disposal of residential bulk/E-waste material.	Total (Union County Transfer Facility)	
	Service Rate (Price/Quarter)	Tipping Fee (Per-Ton)
	Total (Alternative Facility)	
	Service Rate (Price/Quarter)	Tipping Fee (Per-Ton)

Notes:

1. Price shall be a total amount to be invoiced once per-quarter for all households served versus on a per-household basis.
 - A. Broken out by Service Rate (on a price/quarter basis) and Tipping Fee (on a per-ton basis). The proposed Service Rate shall include all costs with the exception of tipping fees. The proposed Tipping Fee rate shall only reflect the actual fee charged by the disposal/transfer facility. The Town will not pay any additional charges incorporated into the fee.
2. The Town of Indian Trail reserves the right to negotiate tipping fees separately with the individual facilities.
3. 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.
4. Acceptable items for bulk waste pickup may be found on Attachment 3.
5. As part of contract negotiation, contractor and Town shall coordinate public notification steps for the quarterly bulk/E-waste pickup.

3.4 Yard Waste Collection

Yard Waste Collection Service	Price/Household/Month	
Monthly rate for once biweekly residential curbside yard waste service as determined by the provider	Total (Union County Transfer Facility)	
	Service Rate (Price/Household/Month)	Tipping Fee (Per-Ton)
	Total (Alternative Facility)	
	Service Rate (Price/Household/Month)	Tipping Fee (Per-Ton)

Notes:

1. Prices shall be provided in the following format:
 - A. Broken out by Service Rate (on a price/household/month basis) and Tipping Fee (on a per-ton basis). The proposed Service Rate shall include all costs with the exception of tipping fees. The proposed Tipping Fee rate shall only reflect the actual fee charged by the disposal/transfer facility. The Town will not pay any additional charges incorporated into the fee.
2. The Town of Indian Trail reserves the right to negotiate tipping fees separately with the individual facilities.
3. Supplementary enhanced fall leaf pickup services for all residents shall be provided biweekly for approximately 2 months to be determined during contract negotiations. The cost for this enhanced service shall be incorporated into the above curbside collection rate.
4. The contractor shall be required to provide annual Christmas tree collection for recycling purposes at no additional charge.
5. 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. As part of its current contract, the Town's contractor has provided yard waste carts to citizens for free upon request.

3.5 Community Services

Town Facilities and Special Events:

The Town of Indian Trail operates a town hall facility and three public parks (Crossing Paths Park, Chestnut Square Park, and Crooked Creek Park). The Town is also active in facilitating several public parades and similar special events throughout the year. In 2017, the Town anticipates hosting 5-movie nights in the park, 5-outdoor concerts, 3-community parades, 3-holiday special events, and 3-outdoor festivals. Crooked Creek Park is also equipped with tournament level athletic facilities and anticipates hosting approximately 25-baseball/softball tournaments, 3-disk golf tournaments, and summer athletic camps and league play. The Chestnut Square Park anticipates hosting approximately 7-soccer tournaments as well as league play of soccer, flag football, lacrosse, and summer athletic camps. The number of special events identified above is subject to change in 2017 and in future years within the contract term.

It is the Town's expectation that the contractor shall provide solid waste and recycling services for these facilities and special events as part of the base solid waste and recycling rates noted in Sections 3.1 and 3.2 above. This will include regular weekly, biweekly, 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. Temporary restroom/Porta Jon service is also needed for Town special events and parades. If the proposer does not provide temporary restroom services, please indicate how this service is to be provided in the proposal. Additional information regarding special events can be found on the Town website at www.indiantrail.org/news-and-events.php?cat=137 . The proposal shall include a statement and any supporting information indicating the proposer's willingness and ability to serve Town facilities and events.

Union County Public Schools:

The Town of Indian Trail currently provides recycling collection services for public school facilities located within the Town of Indian Trail corporate limits. There are approximately 5 elementary schools, 1 middle school, 1 high school, and 1 K-8 charter school within this area. Proposers shall prepare a separate fee estimate for any additional costs to continue this public service.

Code Enforcement:

The Town of Indian Trail has a nuisance ordinance intended to help maintain a clean and healthy environment for the community. At times this requires the Town to abate nuisance cases in the form of removing junk/bulk material from the public right of way or private property. As part of the contract, an on call bulk waste service for the Town government will be needed. This will likely be in the form of a drawdown account (i.e. x- total pickups permitted per year) to be negotiated with the contract. It is the Town's expectation that the contractor shall provide this on-call bulk pick up service as part of the base bulk/E-waste rate noted in Section 3.3 above. The proposal shall include a statement and any supporting information indicating its willingness and ability to provide bulk waste pick up service to support the Town's nuisance ordinance enforcement.

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, 2017. The solid waste (beige) and recycling (blue) carts are both 96-Gallon Toter EVRII Universal/Nestable carts with hot stamped graphics (model # 79296). 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 (see photo). 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. 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. Approximately 300 Town provided yard waste containers are presently in use by customers. Additional containers provided between RFP issuance and contract start date should also be taken into account. 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 and 3.2 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. Contractor shall provide back or side door collection service for those residents not physically able to take carts to curbside provided there is no other occupant of the residence that is physically able to do so. A list of known existing back or side door residents will be provided to the successful contractor. There are approximately 35 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. 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

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.

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 and that 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 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 (see representative photo above for approx. size and location). 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 Manager.

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 Council.

3.19 Promotion and Education

The proposer, as part of this proposal, shall completely and thoroughly describe their baseline educational and promotional programs for solid waste and recycling which will be provided at the proposer's expense. Proposer shall also include samples of promotional materials, educational curricula for local schools; and programs to encourage community involvement in recycling. The proposer shall provide evidence of other locations where these programs have been successful or, if the program is new, describe how that program will benefit the Town's recycling efforts.

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. The costs of these educational programs are the responsibility of the contractor. The contents of information provided will be approved by the Town in advance of distribution to Town residents. If a project award is made to a contractor, the Town may elect to have the contractor develop an enhanced educational and promotional program and related materials.

The contractor will also provide all households with a magnetic calendar indicating solid waste, recycle and yard waste pickup dates. The calendars will be provided in year one only of the contract. These costs are the responsibility of the contractor.

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.

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. Town staff will receive training on the use of this program. 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 be resolved in no more than 24 hours of the resident's notification of issue.

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 8:00 am to 5:00 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 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 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; and
5. A listing of all accounts having a change of service during the month; and

6. Weights in tons of garbage and recyclable materials collected by commodity and where these items were transported to.

5.2 Working Relationship

The provider's point of contact with the Town shall be Rox Burhans, Planning Director 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, agents and subcontractors 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.

5.3 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.

5.4 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 intends to negotiate a fuel deduction or surcharge clause, with a floor and a cap rate, 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>.

5.5 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.

5.6 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. Section 5.7 details default provisions and procedures.

5.7 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.

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.

5.8 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 on or before January 17, 2017 at 3:00pm.

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 January 17, 2017 at 3:00 pm.

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

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 Iran Disinvestment Act Certification

Contractor shall be required to complete an Iran Disinvestment Act Certification required by N.C.G.S. 143C-6A-5(a) as part of the solid waste and recycling contract.

5.12 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

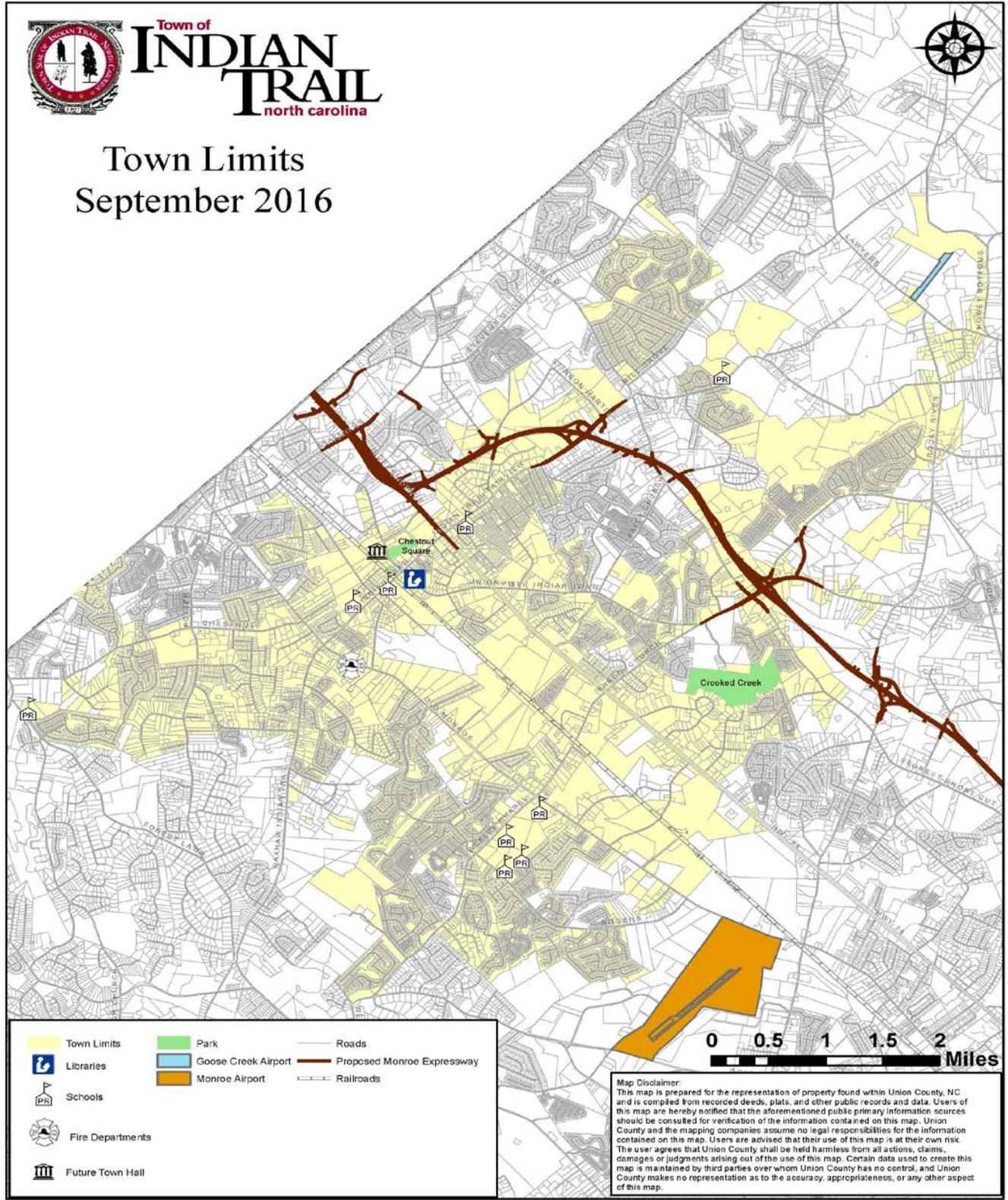
the release of the documents. The Town assumes no contractual obligation to enforce any exemption.

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

2012 (July 1st) Population Estimate	2016 (July 1st) Population Estimate	4-Year Growth Rate During Approx. Contract Term
34,962	38,279	9.5%

INDIAN TRAIL SOLID WASTE ACCOUNT GROWTH

August 2012 Accounts/Homes	August 2016 Accounts/Homes	Growth Rate
11,513	12,538	8.9%

INDIAN TRAIL SOLID WASTE GROWTH

FY 2012-2013	FY 2015-16	Growth Rate
10,032 tons	10,846 tons	8.1%

INDIAN TRAIL RECYCLING GROWTH

FY 2012-2013	FY 2015-16	Growth Rate
2,600 tons	2,705 tons	4.0%

INDIAN TRAIL YARD WASTE GROWTH

FY 2012-2013	FY 2015-16	Growth Rate
572 tons	730 tons	27.6%

ATTACHMENT 3:



BULK WASTE ACCEPTABLE ITEMS

Please review the list below of acceptable items and preparation guidelines prior to placing items curbside. Please keep in mind 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 Waste Pro at 704-821-7578.

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 - 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
- Toys (large)
- Water heaters
- Windows- Tape any glass

Many large items will likely need to be dismantled. Please remove/flatten any nails for the safety of our collection workers.



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 (3-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 Waste Pro at (704)-821-7578.

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 4
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 _____, 2016.

Notary Public, State of North Carolina

ATTACHMENT 5:

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

Name of Company: _____

_____	1	Initialed all pages of original RFP
_____	2	Enclosed seven (7) 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 5.10
_____	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	Schedule of promotion and education events and copies of brochures with information regarding locations where previously used and impact on recycling
_____	19	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: