

RFP FOR SOLID WASTE/RECYCLING COLLECTION AND DISPOSAL, MARVIN & WEDDINGTON, NORTH CAROLINA



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Bid Bond

CONTRACTOR:

(Name, legal status and address)

ACTIVE WASTE SOLUTIONS, LLC PO Box 10 Waxhaw, NC 28173

OWNER:

(Name, legal status and address)

Town of Weddington and Village of Marvin c/o 10004 New Town Road Marvin, NC, North Carolina, 28173

BOND AMOUNT: \$ Five Percent of bid amount

PROJECT:

(Name, location or address, and Project number, if any)
SOLID WASTE SERVICES

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

SURETY:

(Name, legal status and principal place of business)

Hudson Insurance Company 100 William Street, 5th Floor New York, NY 10038

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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1

7th Signed and sealed this day of May, 2021

ACTIVE WASTE SOLUTIONS, LLC

(Principal)

(Witness)

(Title)

Hudson Insurance Company

(Surety)

(Witness) Stephanie F. Foy

(Title) Lisa Nosal Atty-in-fact

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FOR	2M 3					
Sure	ty Intent					
TO:	VILLAGE OF MARVIN AND	TOWN OF WEDDINGTON				
	D Box 10, Waxhaw, NC 28173 (Address)	VE WASTE SOLUTIONS, LLC (Contractor)				
for the f	ollowing contract:					
	VILLAGE OF MARVIN AND TOWN OF WEDDINGTON Solid Waste Services					
advis	We understand that Proposals will be received until 7th on May , 2021 and wish to advise that should this Proposal be accepted and the Contract awarded to the Contractor listed above, it is our present intention to become surety on the Performance bond required by the Contract.					
and w	Any arrangement for the Bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to the owner or third parties if for any reason we do not execute the requisite bonds.					
We ar	We are duly licensed to do business in the State of North Carolina.					
Dated	May 7, 2021 By:	Hudson Insurance Comany Name of Surety				
	(seal)	Name of Signatory and Title Signature				

ACKNOWLEDGEMENT OF SURETY

State of New Jersey] |-ss County of Passaic]

On May 7, 2021, before me personally came Lisa Nosal to me known, who, being by me duly sworn, did depose and say that she is an attorney-in-fact of Hudson Insurance Company the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, and that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My Commission expires:

Notary Public

STEPHANIE F FOY Notary Public, State of New Jersey My Commission Expires October 27, 2023



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Robert Culnen, Pamela Boyle, Lisa Nosal, Stephanie Foy

of the State of New Jersey

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 17th day of December , 20 17 at New York, New York. (Corporate seal) HUDSON INSURANCE COMPANY Attest.... Dina Daskalakis, Corporate Secretary STATE OF NEW YORK COUNTY OF NEW YORK On the 17th day of December , 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order. ANN M. MURPHY (Notarial Scal) Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2021 CERTIFICATION STATE OF NEW YORK COUNTY OF NEW YORK The undersigned Dina Daskalakis hereby certifies: THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified: "RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Witness the hand of the undersigned and the seal of said Company this

Dina Daskalakis, Corporate Secretary

(Corporate scal)

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

ASSETS

Bonds Real estate Cash on hand and on deposit Reinsurance Receivable FIT recoverable (including net deferred tax asset) Aggregate write-ins for other than invested assets Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums) Stocks Other Assets Total Assets	\$ \$	345,619,567 0 111,338,436 356,648,283 16,352,414 374,021,233 68,255,801 254,859,465 89,769,150 1,616,864,349
LIABILITIES & SURPLUS		
Losses Loss adjustment expense Other expenses Unearned Premiums Ceded reinsurance premiums payable Payable to parent, subsidiaries and affiliates Commissions payable, contingent commissions and other similar charges Other Liabilities Total Liabilities Preferred and Common capital stock Gross paid in and contributed surplus Unassigned funds (surplus) Surplus as regards policyholders Total Liabilities and Surplus	\$\$ \$\$	232,135,659 27,181,246 27,548,056 113,141,748 605,079,295 4,826,344 22,657,806 107,140,820 1,139,710,974 7,500,238 293,480,097 176,173,040 477,153,375 1,616,864,349

STATE OF NEW YORK)	
)	SS:
COUNTY OF NEW YORK)	

I, the undersigned Senior Vice President and Controller of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2019.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this Lyth day of Macch , 2020.

Controller

Subscribed and sworn to before me this 24 day of MALCH, 2020. My commission expires

> **CAMERON GOURLAY** Notary Public, State of New York No. 01GO6372305 Qualified in New York County Commission Expires June 4, 2022

FORM 4

BID BOND/LETTER OF CREDIT/CASH SURETY:

Each bid must be accompanied by a certified check, irrevocable letter of credit or bid bond in the amount of five percent (5%) of the total annual bid price, payable to the Village of Marvin and The Town of Weddington, respectively using the bid amounts within the RFP for each Municipalities as outlined in Section 2. The bid bond is intended to ensure that the Proposer, if awarded the Contractcontract, will execute the same and will timely furnish the required Performance Bond, evidence of Insurance, and other required documents. The bid bond or letter of credit will be released after final selection for unsuccessful Proposers and upon execution of the contract for the successful Proposer.

Date 5/7	/21/			
/ Signature	(/WL			
Print Name_	Toda	P	6-caron	

1) Executive Summary

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

EXECUTIVE SUMMARY

Active Waste Solutions, LLC is pleased to submit a response for this Request for Proposals to both the Towns of Weddington and Marvin, NC. This proposal is submitted by the signer in all respects fair and in good faith without collusion or fraud. The signer of this proposal has the authority to bind the principal proponent.

The following people will be authorized to make representations for the Proposer:

John Glauda, President and CEO, P.O. Box 10, Waxhaw, NC 28173 (704) 626-7400

Michael Walsh, Vice President, P.O. Box 10, Waxhaw, NC 28173 (704) 626-7400

Heather Hamilton, Sales Director, P.O. Box 10, Waxhaw, NC 28173 (704) 303-3234

John Yvars, Municipal Specialist, P.O. Box 10, Waxhaw, NC 28173, (980) 722-6331 (cell)

Qualifications and Resumes of Key Employees are included under Section 2(b) of this proposal.

Active Waste Solutions is a locally owned and operated company which has been in existence for six years. The President and CEO, John Glauda, resides in Union County as do many of our employees. The company is the largest privately owned waste hauling and recycling company in the Charlotte metropolitan area specializing in residential services. Active Waste Solutions provides a variety of waste hauling and recycling services in the counties of Mecklenburg, Union, Cabarrus, Catawba, Lincoln, Rowan, Stanly and Iredell Counties in North Carolina and Lancaster, Chester and York counties in South Carolina. Active Waste Solutions currently services approximately 38,000 residential customers. Many of our residential customers in the Union County area were obtained primarily as a result of large national companies providing poor service levels. Active Waste currently provides services to 2760 customers of the 6500 households in Weddington and Marvin. Knowing the importance of supporting local government, Active is currently the second largest tonnage hauler utilizing the non-tax-based Union County Transfer Station and Construction Debris Landfill. The company currently has 75 employees and 30 trucks operating locally. All the principal employees named in this submittal have decades of experience in providing high levels of service in both the Private and Municipal sectors of the Solid Waste business.

As part of our expansion, Active Waste recently purchased a large facility in Monroe, NC. This provides faster response time for our customers, an improved safety training facility, as well as

improved repair services for our vehicles. A recycling sorting and processing component is now in the planning stages to service our customers.

Active Waste can perform all the requested services listed in the Request for Proposal and do so with the same high-quality service that 42 percent of your customers currently receive. A licensed contractor(s) for handling Marvin's request for a paint and used oil collection event will provide disposal/recycling services, while Active Waste will provide personnel for traffic control and disposal of empty containers. For electronics recycling, Active will utilize a contractor certified by e-Stewards, R2, ISO 14001 and 45001 standards and approved by the State of North Carolina Department of Environmental Quality. This ensures we adhere to environmental compliance in the processing of electronics.

Perhaps the most exciting and certainly innovative proposal from Active Waste involves the handling of glass separately from the single stream system. Glass is a problematic commodity due to its abrasive nature, high breakage rates, and contamination of other recyclables such as has sent direct mailers to all residents about keeping it out of the recycling mix. Union County drop off centers accept glass separately and market it to Strategic Materials in Wilson, NC. Recognizing that many customers do not wish to transport glass separately, Active Waste will provide optional curbside collection of glass containers utilizing a small 14-gallon container. The glass will be collected on the alternate week from bi-weekly single stream collection. Active Waste will partner with Union County to deliver the glass to their facility for transport to the end market. This may be the first program of its kind and will demonstrate the innovation for which Active Waste and the municipalities of Weddington and Marvin are capable. We further believe this program will garner much attention in the industry, including articles in trade publications, case studies and presentations to industry associations such as the American Public Works Association and the Solid Waste Association of North America, as well as dissemination by the North Carolina Division of Environmental Assistance and Customer Service (DEACS).

Active Waste, as a local company, looks forward to providing services and support for community events as well as facilities owned by the municipalities at no additional charges.

Active Waste believes the most important facet of a great program is providing intensive and ongoing customer information and education. We will accomplish this through constant messaging utilizing communication via mailings, in-molded graphics on rollout containers, presentations to civic groups, schools as well as manned booths at community events, environmental messaging on our trucks, electronic media and more. Subject matter will include bagging of trash to prevent litter during collection, collecting recyclables for which domestic markets exist, keeping aerosol containers, pesticides and other chemicals out of the curbside containers and disposal options for those items.

If chosen, Active Waste looks forward to providing a first-class comprehensive waste management program to Weddington and Marvin. We thank you for your consideration.

Form 1

REQUEST FOR PROPOSAL (RFP) SOLID WASTE COLLECTION SERVICES RESPONSE FORM "PROPOSAL SUBMISSION COVER FORM"

THIS PROPOSAL IS SUBMITTED TO THE TOWN OF WEDDINGTON AND VILLAGE OF MARVIN FOR SOLID WASTE COLLECTION SERVICES BY:

FIRM NAME: Active Waste Solutions CLC
ADDRESS: P.O. Box 10 Waxhaw, NC 28173
TELEPHONE: 704-6267400 ZIP
Michael Walsh
PRINTED NAME OF AUTHORIZED REPRESENTATIVE
Vice President
TITLE
5/7/2021
DATE

I, the authorized representative set forth above hereby present this proposal on behalf of the firm set forth above, which does hereby certify that the information provided in the proposal is accurate and hereby agrees to provide the Services as proposed if awarded the contract.

Print Name: Michael Walsh

Form 2

Proposer Commitment			
STATE OF North Carolina) COUNTY OF Union			
COUNTY OF Union)			
I, Michael Walsh of the City of Monroe, in the County of Union and State of North Carolina, of full age, being duly sworn on oath depose and say that:			
I am Vice President of the firm of Active Waste Solutions, the Proposer making the Proposal for Solid Waste Services, and that I executed the said Proposal with full authority so to do; that said Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the Services; that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Town of Weddington and Village of Marvin relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding Contract(s) for the said Services.			
I understand the Proposal requirements and the contract specifications and has based its Proposal on the provisions and specifications detailed in this Request for Proposals.			
I have submitted all Proposal Forms which are incorporated into this Proposal by this reference.			
I further certify: a. that neither the Proposer nor any member of the Proposer's team is currently suspended or debarred from doing business with any government entity; b. that the Proposer has reviewed all of its engagements and pending engagements and that, in making this Proposal, no potential for conflict of interest or unfair advantage exists; c. that the information supplied by the Proposer in this Proposal is current, truthful and complete;			
Having carefully examined the project documents comprising the RFP and all other documents bound therewith, together with all Addenda thereto, all information made available by the Municipalities, and being familiar with the work and the various conditions affecting the work, the undersigned herby offers to furnish all labor, vehicles, facilities, equipment, supplies and things necessary or proper or incidental to the contract operations as required be and in strict accordance with the applicable provisions of this RFP and of all Addenda issued by the Municipalities. I acknowledge receipt of addenda:			
Addenda Number Addenda Date Adden dum No. 1 April 22, 2021			

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I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Act. ve Warte Solvetous CCC Mulaul Walk Signature of Proposer
Note : If this Proposal is being submitted by a corporation , the Proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to be the secretary. A certificate of the secretary of the corporation evidencing the officer's authority to execute the Proposal shall be attached. If this Proposal is being submitted by a joint venture , it shall be executed by all joint venture Partners, and any Partner that is a corporation shall follow the requirements for execution by a corporation as set forth above.
(NOTARY PUBLIC)
State of South Carolina County of Lancaster
On this day of MAY, 2020, before me appeared May how to me to be the person described in and who executed this graph and acknowledged that (he/she) signed the same freely and voluntarily for the uses and purposes therein described.
In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last written above. Aerica Currones Notary Public Name Printed (seal)
My Appointment Expires June 25th 2029

NOTARY PUBLIC My Comm. Exp. Jun 25, 2029

FORM 3

Sure	ty Intent		¥
TO:	VILLAGE OF MARVIN AND TO	OWN OF WEDDINGTON	
We l	nave reviewed the Proposal of	(0, 1, 1, 1)	
2.5	We have reviewed the Proposal of(Contractor)		
01	(Address)		
for the	following contract:		
	VILLAGE OF MARVIN AND TO Solid Waste Services	OWN OF WEDDINGTON	
advis	se that should this Proposal be accepted	ceived until on ed and the Contract awarded to the Cont on the Performance bond required by the	ractor listed above, if
Any and when bond	we assume no liability to the owner or	y the Contract is a matter between the Cor third parties if for any reason we do not	ntractor and ourselves execute the requisite
We a	are duly licensed to do business in the	State of North Carolina.	
Date	d: By:	Name of Surety	
	(seal)	Name of Signatory and Title	
		Signature	



VILLAGE OF MARVIN

10004 New Town Road | Marvin, NC | 28173 | Tel: (704) 843-1680 | Fax: (704) 843-1660 | www.marvinnc.org

ADDENDUM No. 1

TO: Prospective Bidders

FROM: Village Manager, Christina Amos

DATE: April 22, 2021

PROJECT: Solid Waste, Village of Marvin

The following items are being issued herein for modification and clarification to the Bid Requirements for the project referenced above. All Bidders shall acknowledge this Addendum within their submittal.

MODIFICATIONS

QUESTIONS & ANSWERS

(Complete below)

(Actual questionnaire submitted is attached; questions are summarized below)

1) When will answers to questions be provided to all bidders? Please supply exact dates of extensions.

Answer:

Exact response times for each RFI (Request for Information) is all dependent on the when the RFI is submitted as well as the depth and detail of questions submitted. Obviously, the Village of Marvin and Town of Weddington will try to answer any RFI in the most time efficient manner that allows within the context of the request. In terms of who will receive the RFI, as stated directly in the RFP Document on page 6:

All inquiries about this RFP or any request for additional data <u>must</u> be submitted in writing.......Answers to questions will be provided to all bidders. All official bid addendums and/or corrections will be posted on the Village of Marvin and Town of Weddington's websites at: <u>www.marvinnc.gov</u> and <u>www.townofweddington.com</u>

There are no exact dates of RFI publications because those dates are all dependent on when the Municipalities receive said RFI from the prospective vendor.

Form 1

REQUEST FOR PROPOSAL (RFP) SOLID WASTE COLLECTION SERVICES RESPONSE FORM "PROPOSAL SUBMISSION COVER FORM"

THIS PROPOSAL IS SUBMITTED TO THE TOWN OF WEDDINGTON AND VILLAGE OF MARVIN FOR SOLID WASTE COLLECTION SERVICES BY:

FIRM NAME: Active Waste Solutions LLC
ADDRESS: P.O. Box 10 Waxhaw, NC 28173
TELEPHONE: 704-626 7400 ZIP
Michael Walsh
PRINTED NAME OF AUTHORIZED REPRESENTATIVE
Vice President
TITLE
5/7/2021
DATE

I, the authorized representative set forth above hereby present this proposal on behalf of the firm set forth above, which does hereby certify that the information provided in the proposal is accurate and hereby agrees to provide the Services as proposed if awarded the contract.

Signature: Michael Walsh

Print Name: Michael Walsh

Form 2

Proposer Commitment
STATE OF North Carolina) COUNTY OF Union
COUNTY OF Union)
I, Michael Walsh of the City of Monroe, in the County of and State of North Carolina, of full age, being duly sworn on oath depose and say that:
I am Vice President of the firm of Active Waste Salding, the Proposer making the Proposal for Solid Waste Services, and that I executed the said Proposal with full authority so to do that said Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the Services; that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Town of Weddington and Village of Marvin relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding Contract(s) for the said Services.
I understand the Proposal requirements and the contract specifications and has based its Proposal on the provisions and specifications detailed in this Request for Proposals.
I have submitted all Proposal Forms which are incorporated into this Proposal by this reference.

I further certify:

- a. that neither the Proposer nor any member of the Proposer's team is currently suspended or debarred from doing business with any government entity;
- b. that the Proposer has reviewed all of its engagements and pending engagements and that, in making this Proposal, no potential for conflict of interest or unfair advantage exists;
 - c. that the information supplied by the Proposer in this Proposal is current, truthful and complete;

Having carefully examined the project documents comprising the RFP and all other documents bound therewith, together with all Addenda thereto, all information made available by the Municipalities, and being familiar with the work and the various conditions affecting the work, the undersigned herby offers to furnish all labor, vehicles, facilities, equipment, supplies and things necessary or proper or incidental to the contract operations as required be and in strict accordance with the applicable provisions of this RFP and of all Addenda issued by the Municipalities.

I acknowledge receipt of addenda:

Addenda Number

Idendum No. 2

Addenda Date

April 22, 2021

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Solutions LIC Signature of Proposer Note: If this Proposal is being submitted by a corporation, the Proposal shall be executed in the corporate name by the president or other corporate officer, and the corporate seal shall be affixed and attested to be the secretary. A certificate of the secretary of the corporation evidencing the officer's authority to execute the Proposal shall be attached. If this Proposal is being submitted by a joint venture, it shall be executed by all joint venture Partners, and any Partner that is a corporation shall follow the requirements for execution by a corporation as set forth above. (NOTARY PUBLIC) State of South Carolina County of Lancaste On this day of May 202Ø. before , personally known to me to be the person described in and who Michal executed this and acknowledged that (he/she) signed the same freely and voluntarily for the uses and purposes therein described. In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last written above. Notary Public 18SICa Name Printed (seal)

My Appointment Expires June 25th 2029

NOTARY PUBLIC My Comm. Exp. Jun 25, 2029

FORM 3

Surety Intent		
TO: VILLAGE OF MARVIN AND TO	WN OF WEDDINGTON	
We have reviewed the Proposal of		
of	(Contractor)	
of(Address)		
for the following contract:		
VILLAGE OF MARVIN AND TO Solid Waste Services	WN OF WEDDINGTON	
We understand that Proposals will be rec advise that should this Proposal be accepte is our present intention to become surety or	ed and the Contract awarded to the Contra	actor listed above, i
Any arrangement for the Bonds required by and we assume no liability to the owner or bonds.	the Contract is a matter between the Cont third parties if for any reason we do not	tractor and ourselve execute the requisit
We are duly licensed to do business in the	State of North Carolina.	
Dated: By:	Name of Surety	
	Name of Surety	
(seal)	Name of Signatory and Title	
-	Signature	

ADDENDUM No. 1

TO: Prospective Bidders

FROM: Village Manager, Christina Amos

DATE: April 22, 2021

PROJECT: Solid Waste, Village of Marvin

The following items are being issued herein for modification and clarification to the Bid Requirements for the project referenced above. All Bidders shall acknowledge this Addendum within their submittal.

MODIFICATIONS

QUESTIONS & ANSWERS

(Complete below)

(Actual questionnaire submitted is attached; questions are summarized below)

1) When will answers to questions be provided to all bidders? Please supply exact dates of extensions.

Answer:

Exact response times for each RFI (Request for Information) is all dependent on the when the RFI is submitted as well as the depth and detail of questions submitted. Obviously, the Village of Marvin and Town of Weddington will try to answer any RFI in the most time efficient manner that allows within the context of the request. In terms of who will receive the RFI, as stated directly in the RFP Document on page 6:

All inquiries about this RFP or any request for additional data <u>must</u> be submitted in writing.......Answers to questions will be provided to all bidders. All official bid addendums and/or corrections will be posted on the Village of Marvin and Town of Weddington's websites at: www.marvinnc.gov and www.townofweddington.com

There are no exact dates of RFI publications because those dates are all dependent on when the Municipalities receive said RFI from the prospective vendor.

2) How much notice is given to a vendor for interviews and presentations?

Answer:

As much time is availability depending on when a special meeting is able to be scheduled between the two municipalities, but no sooner than a 48 hour notice as required by N.C.G.S.§160A-71; these interviews will likely be held on 5/17/21 and/or 5/24/21 though these are NOT yet confirmed and these dates could completely change at either boards discretion.

3) Is there a weighted criteria standard for Operational Experience?

Answer:

There is no required data or subjective material municipalities are seeking here. Municipalities seeks innovative and responsive proposals that improve system efficiency, keep costs down, allow flexible and increased access to Services, meet customer needs, reduce impacts on public and environmental health, and provide long-term service stability and decisions will be based on these measures.

4) Who monitors Christmas Tree being put out beyond the last day of January? What is done with artificial trees or residents who don't comply with the rules.

Answer:

As with any other non-collectable item, the Vendor shall be responsible for properly monitoring and notifying the resident via tagging system (or any other suitable method) of said non-collectable.

5) Why was green selected for Solid Waste containers and not simply "the color designated by the Municipality"?

Answer:

Both Solid Waste and Recycling Containers state "designated by respective Municipality" as stated directly within the RFP on page 16 as follows:

Rollout Carts shall conform to the following specifications (equivalent)and be included in the bids and options costs:

Capacity: as required by the current service for the Municipalities.

Solid Waste = ± 96 -gallon (Green or as designated by respective Municipality)

Recyclables = ± 96 -gallon (Blue or as designated by respective Municipality)

6) What is the schedule for providing reports to the Municipalities and what is the process for review? Is there a timeline for course correction?

Answer:

As stated in the RFP: "Proposer is expected to have an enhanced customer service work order management system with real-time data and route video and/or pictures............ The Proposer shall provide the Town with complete visibility of daily collection service operations through the use of a web-based, real- time GPS map-based tracking system." Additionally, page 30 of the RFP very specifically lays out all the required periods for reports as follows:

<u>Daily</u>: Proposer shall electronically submit a daily report, by noon each day, to the respective municipality, in a format approved by the municipality, containing, at a minimum, the following information for the previous day:

(1) Customer complaints – Proposer shall report all customer complaints (e.g., missed pickups).

- (2) Non-Collection Notices Proposer shall identify all non-collection notices issued. At a minimum, the information shall include the date the notice was issued; customer's name and address; and the reason for issuing the notice.
- (3) Completed Work Orders Proposer shall identify all work orders issued by the respective municipality that have been completed (e.g., rollout carts delivery to new customer, additional carts...etc.)
- (4) Incidences of personal injury or property damage, including vehicular damage to public or private property.
- (5) Revocation of any license or permits.

 $\underline{\text{Weekly}}$: Proposer shall maintain copies of the previous week's weight tickets from the designated facilities.

Monthly: Proposer shall electronically submit a monthly report, by the fourteenth (14th) of each month, to the respective municipality in a format approved by the respective municipality, containing, at a minimum, the following monthly totals:

- (1) Customer complaints Proposer shall report all customer complaints (e.g., missed pickups). Each complaint will have a response note provided by the Proposer addressing the complaint. In addition, Proposer will provide a list of non-collection errors categorized by "citizen error" or "proposer error."
- (2) Non-Collection Notices Proposer shall identify all non-collection notices issued. At a minimum, the information shall include the date the notice was issued; customer's name and address; and the reason for issuing the notice.
- (3) Completed Work Orders Proposer shall identify all work orders issued by the respective municipality that have been completed (e.g., rollout carts delivery to new customer).
- (4) Incidences of personal injury or property damage, including vehicular damage to public or private property.
- (5) Revocation of any license or permits.
- (6) Total MSW tonnage transported to the transfer station.
- (7) Total yard waste tonnage transported to the composting facility.

Regarding timeline for course correction, as stated on Page 21 of the RFP in the Liquidated Damages section: Failure to respond to or resolve complaints by the end of the next business day after Proposer is provided notice of such complaint; or reporting unresolved complaints as having been resolved will result in liquidated damages. Additionally, there are other course correction liquidated damages within this section that each vendor shall familiarize themselves.

7) Who is responsible for distributing calendars?

Answer:

On page 19 of the RFP:

"The Contractor will also provide all households with a magnetic calendar indicating solid waste, recyclables, e-waste/bulk items, 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."

8) Who is determines real time resolution of an issue?

Answer:

On page 18 of the RFP:

Proposer is expected to have an enhanced customer service work order management system with real-time data and route video and/or pictures. The Proposer's work order system shall include the following information:

- (1) Customer's name, address, and phone number;
- (2) Route number and truck number assigned to complaint address;
- (3) Type of service involved;
- (4) Nature of the complaint;
- (5) Date and time the complaint was received;
- (6) Date and time problem occurred;
- (7) Action taken by Proposer;
- (8) Date and time the complaint was resolved;
- (9) Name of person who resolved the complaint;
- (10) Photos of the Complaint; and
- (11) Photos documenting resolution of the complaint (if applicable)

Automated Vehicle Locator System (AVL) The Proposer shall be responsible for providing and implementing an AVL-based service verification and asset management system. Municipalities will provide the Proposer a customer list and the Proposer shall be required to populate a database with customer name/ID and physical address. Proposer shall provide, populate, and maintain a service verification system. Service verification software shall be capable of providing reports requested by the Municipalities, in PDF and Excel formats. The Proposer shall provide the Town with complete visibility of daily collection service operations through the use of a web-based, real-time GPS map-based tracking system. Proposer is responsible for all costs of implementation, operation, and maintenance and the system must be operational and accessible by June 1, 2022.

The evidence provided within this documentation would be enough to determine resolution of an issue.

9a) What are the municipalities plans for developing fueling stations for Compressed Natural Gas?

Answer:

Municipalities have no plans for developing fueling stations; this would be the responsibility of the vendor to secure those resources.

9b) When will construction start?

Answer:

Assuming this question relates to the construction of fueling stations, none is planned and therefore a construction date is nonexistent.

9c) When will comprehensive plan be given to bidders?

Answer.

Assuming this question relates to the construction of fueling stations, none is planned and therefore a comprehensive plan is nonexistent.

10) Do the municipalities have accurate records of recycling and when will this be provided to bidders? Who is responsible for process fees?

Answer:

Neither municipality currently operates a Solid Waste program and therefore does not have respective data as requested.

Page 29-30 of the RFP states:

Proposer shall deliver all recyclables collected pursuant to this Contract to a Recycling Facility (MRF), of their choice. The Contractor must have certification that the facility can and will accept the volume of materials brought there under this contract. E-waste and White Good Recycling services will be the responsibility of the contractor....... The Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant to the Contract.

END OF ADDENDUM NO. 1 of Bid



ADDENDUM No. 2

TO:

Prospective Bidders

FROM:

Town Administrator, Lisa Thompson

DATE:

April 27, 2021

PROJECT:

Solid Waste, Village of Marvin/Town of Weddington

The following items are being issued herein for modification and clarification to the Bid Requirements for the projectreferenced above. All Bidders shall acknowledge this Addendum within their submittal.

MODIFICATIONS

QUESTIONS & ANSWERS

(Complete below)

(Actual questionnaire submitted is attached)

1) Section 8: Disposal and Processing Facilities – Is the proposer required to use Union County SWMF for MSW disposal?

Answer:

Yes, Section 8 requires the proposer to deliver MSW to the Union County Solid Waste Management Facility (SWMF). There may be a possibility of alternatives with the lowest responsive bidder during contract negotiations with each perspective jurisdiction.

END OF ADDENDUM NO. 2 of Bid



704-846-2709 | www.townofweddington.com | 1924 Weddington Rd. Weddington, NC 28104

Village of Marvin and Town of Weddington

Questions submitted by: Waste Connections of Monroe, NC

For: Solid Waste Services Request for Proposals

Contacts:

Village of Marvin
Attention: Christina Amos, Village Manager
10004 New Town Rd.
Marvin, NC 28173

Town of Weddington
Attention: Lisa Thompson, Town Administrator
1924 Weddington Rd
Weddington, NC 28104

1. Section 8: Disposal and Processing Facilities – Is the proposer required to use Union County SWMF for MSW disposal?

Proposal Contact
a) Company: Active Waste Solutions LLC. Home office address: PO BOX 10 City: Waxnaw State: N.C. Zip: 28173
Local office address (if any): <u>a512</u> Ashcraft Ave City: <u>Monroe</u> State: <u>N.C.</u> Zip: <u>28110</u>
b) Contact person for this Proposal: Name: Heather Hamilton Phone: Title: Director of Sales Fax: Address: PO Box 10 E-Mail: City: Wax haw State: 11.C. Zip: 18173
c) Partners and major subcontracting companies
Company: Oil-Noble Oil Services Owner: Doug Lauterbach Phone: 828-312-7268 Role in contract: Oil Naste
Company: ECOFIO Owner: Scott Peele Phone: 336-855-7925 Role in contract: Paint Recycle Waste
Company: Phone: Phone:
Company: Phone: Phone:
Company: Phone: Phone:
Company:

Owner: _____ Phone: _____ Phone: ____

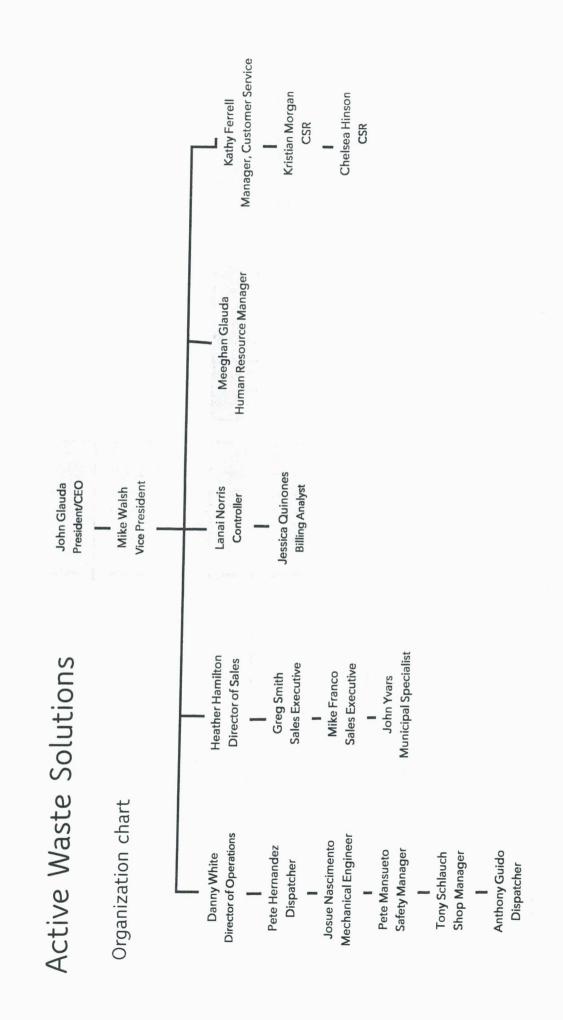
Principal Staff

a) Proposer

Principal Officers	Title
John Glauda	President/CEO
Mike Walsh	Vice President
Heather Hamilton	Director of Sales

Please attach an organization chart or other means of explaining the interrelationships between the contractor, sub-contractors and team members.

*



Form 6 Service Costs **BASE BID**

COST / FEE PROPOSAL FORM
Proposers Name: Michael Walsh

WEEKLY CURBSIDE RESIDENTIAL FOR ONE (1) 96GL ROLLOUT HOUSEHOLD TRASH PER UNIT PRICE PER MONTH						
Column 1*	Column 2*	Column 3*				
TOWN OF	VILLAGE OF	COMBINED				
WEDDINGTON	MARVIN					
		Marvin Weddington				
2021- \$ 2.20 and	2021- \$ 8.20	2021-2022 \$ 8.20 . \$ 8.20				
2022 Light dollar Gents	2022 Light dollars and	sight dollars and clock dollars				

* Column 1 should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. Column 2 should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. Column 3 should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

The base bid includes services to the facilities of each of the Municipalities and events described in the RFP.

In addition, the base bid includes hourly rates designated by the Proposer for storm debris removal, please provide hourly rate below:

Flat Hourly Fee for Storm Debris Removal for 2021-2022 (excluding tipping costs): # 295.00 two hundred and sevenly five dollar 5

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

Current Fael Cost - \$ 295 per gallon two dollars and ninety five cents

Form 7

2021-

OPTION #1

CONTAINERIZED WEEKLY RECYCLING

COST / FEE PROPOSAL FORM

\$ 5.50 4nd

Proposers Name:

2022-

2023

WEEKLY RESIDENTIAL FOR ONE (1) 96GL ROLLOUT RECYCLING PER UNIT PRICE PER MONTH Column 1* Column 3* Column 2* COMBINED TOWN OF VILLAGE OF **MARVIN** WEDDINGTON Weddington Marvin

\$ 5.50

tive dellars fifty tivedellars and 2022 tity cents * Column 1 should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. Column 2 should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. Column 3 should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

2022-

2023

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

Form 8

OPTION #2

CONTAINERIZED BI-WEEKLY RECYCLING

COST / FEE PROPOSAL FORM,

Proposers Name: Michael Walsh

m

ONE (EEKLY RESIDE (1) 96GL ROLLO VNIT PRICE PE	OUT R	ECYCLING	11 118 10		
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
_000					Marvin	Weddington
2021-	\$3.50	2021-	\$3,50 three	2021-	\$3 50 three	\$3.50 three
2022	three dellass conti		dellaw & fifty auts	2022	dollars and tity conto	dollars and tien

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All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

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CURBSIDE RECYCLING REQUIREMENTS

PLASTIC

Bottles, Jugs & Jars



No Caps, No Lids, No Pumps No Deli Containers

METAL

All Cans



Empty and Rinse

PAPER

EST. 1842

Paper, Cartons & Cardboard



Flatten Cardboard No Greasy Pizza Boxes

Union County Government

KEEP THESE OUT OF THE RECYCLING CART No Plastic
Bags:
Take back to
any retail store
that offers

No Used Napkins/Paper Towels: Throw in trash. No Glass:
Take to any
Union County
convenience

RECYCLING ITEMS SHOULD BE LOOSE IN CART.

WHEN IN DOUBT, THROW IT OUT



If you're not sure whether something can go in the recycling cart, remember this mantra: When in doubt, throw it out. Otherwise you may be doing our recycling system more harm than good.

For more information, please contact the Union County Recycling Coordinator at 704-296-4213 or recycling@unioncountync.gov.

OPTION #3

BI-WEEKLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION

COST / FEE PROPOSAL FORM

Proposers Name: Michael Walsh

nw

BI-WEEKLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION PER UNIT PRICE PER MONTH					
Column 1*	Column 2*	Column 3*			
TOWN OF	VILLAGE OF	COMBINED			
WEDDINGTON	MARVIN				
		Marvin Weddington			
2021- \$1.25 westy	2021- \$1.25 1 dollar	2021- \$1.25 1 dollar \$1.25 1 dollar			
2022 idellar and cutto	2022 and totaty fire	2022 and receive fire and totally tire			

^{*} Column 1 should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. Column 2 should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. Column 3 should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

In addition, this option includes hourly rates designated by the Proposer for code enforcement removal, please provide hourly rate below:

Flat Hourly Fee for Municipal Code Removal for 2021-2022 (excluding tipping costs): # 65.00 an hour Sixty five dollars and hour

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

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OPTION #4

MONTHLY CURBSIDE RESIDENTIAL BULK ITEM COLLECTION

COST / FEE PROPOSAL FORM

Proposers Name: Michael Walsh

BULK	THLY CURBS ITEM COLL INIT PRICE P	ECTION				
Column 1* TOWN OF WEDDINGTON		VILLA	Column 2* VILLAGE OF MARVIN		Column 3* COMBINED	
2021- 2022	\$1.00 Gar dollar	2021-2022	\$1.00 one dollar	2021-2022	Marvin \$ 1.00 one dollar	\$ 1.00

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In addition, this option includes hourly rates designated by the Proposer for code enforcement removal, please provide hourly rate below:

Flat Hourly Fee for Municipal Code Removal for 2021-2022 (excluding tipping costs): 465.00 per hou

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

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OPTION #5

TWICE PER YEAR SEASONAL CURBSIDE RESIDENTIAL BULK ITEM COLLECTION

COST / FEE PROPOSAL FORM

Proposers Name: Michael Walsh

m

TWICE PER YEAR BULK ITEM COLLI PER UNIT PRICE PE		DE RESIDENTIAL		
Column 1* TOWN OF WEDDINGTON	Column 2* VILLAGE OF MARVIN	Column 3* COMBINED		
		Marvin Weddingt	on	
2021- 2022 tify conts	2021- 2022 fifty cents	2021- \$ 0.50 \$ 0.50 2022 tifty curts fifty cur)	

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In addition, this option includes hourly rates designated by the Proposer for code enforcement removal, please provide hourly rate below:

Flat Hourly Fee for Municipal Code Removal for 2021-2022 (excluding tipping costs): 465.00 per how

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

Page 45

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Form 12 OPTION #6

CONTAINERIZED/BAGGED YARD WASTE

COST / FEE PROPOSAL FORM

Proposers Name: Michael Walsh (M

WEEKLY CURBSIDE RESIDENTIAL CONTAINERIZED/BAGGED YARD WASTE PER UNIT PRICE PER MONTH						
Colum	n 1*	Colum	n 2*	Column 3*		
TOWN	OF	VILLA	AGE OF	COMB	SINED	and the second
WEDD	DINGTON	MARVIN				
					Marvin	Weddington
2021-	\$3.00	2021-	\$3.00	2021-	\$3.00	\$ 3.00
2022	three dollars	2022	three dollars	2022	three dollars	three dollars

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All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

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OPTION #7

SEASONAL HOUSEHOLD PAINT/MOTOR OIL WASTE EVENT (MARVIN ONLY)

COST / FEE PROPOSAL FORM

Proposers Name: Michael Walsh (MV

Time of Year Suggested for Service: October

ANNUAL (MARVIN SEASONAL HOUSI PER UNIT PRICE P	EHOLD PAINT/M	OTOR OIL WASTE EVENT
Column 1* TOWN OF WEDDINGTON	Column 2* VILLAGE OF MARVIN	Column 3* COMBINED
		Marvin Weddington
	2021- 2022 \$20.00	aread area area area area area area area

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

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OPTION #8

SEASONAL CHRISTMAS TREE COLLECTION

COST / FEE PROPOSAL FORM

Proposers Name: Michael Walsh

ANNUAL COST OF SEASONAL CHRISTMAS TREE **COLLECTION FOR RESIDENTIAL UNITS** PER UNIT PRICE PER YEAR (if awarded separate from "Yard Waste" Optional) Column 1* Column 2* Column 3* TOWN OF VILLAGE OF COMBINED WEDDINGTON **MARVIN** Marvin Weddington 2021-\$ 0 2021-\$ 0 2021-\$ 0 2 ero dellers Zero dollars 2022 2022 Zero dollars 2022 Zero dollars

All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may be a separate service invoiced and collected by Contractor from the individual Residents.

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OPTION #9

SEASONAL CURBSIDE ELECTRONICS COLLECTION EVENT

COST / FEE PROPOSAL FORM

Proposers Name: Michael Walsh (M)

Time of Year Suggested for Service: rebruar 4

	AL DNAL CURBSI <u>NIT PRICE PE</u>		CTRONICS C	COLLEC	TION EVENT	
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
					Marvin	Weddington
2021-	\$2.00	2021-	\$2.00	2021-	\$ 2.00	\$2.00
2022	two dollars	2022	two dollars	2022	two dollars	two dollars

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All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

OPTION #10

SEASONAL CURBSIDE WHITE GOODS COLLECTION EVENT

COST / FEE PROPOSAL FORM

Proposers Name: Michael Walsh (M)

Time of Year Suggested for Service: February

ANNUAL SEASONAL CURBSI PER UNIT PRICE PE		OLLECTION EVENT
Column 1* TOWN OF WEDDINGTON	Column 2* VILLAGE OF MARVIN	Column 3* COMBINED
	The State of	Marvin Weddington
2021- \$.50 2022 fifty cents	2021- \$. 25 2022 ruenty fire cents	2021- 2022 Screenty tire Seventy tire

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All subsequent years will be calculated at the Municipalities estimates based off CPI increases and fuel surcharges.

This may also be a separate service invoiced and collected by Contractor from the individual Residents.

OPTION #11

MUNICIPAL SPECIFIC LOGOS ON TRUCKS

COST / FEE PROPOSAL FORM

Proposers Name: Michael Walsh

M

Charles Street City Man	CIPAL SPECIF RUCK PRICE	IC LOG	OS ON TRUC	KS		
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
					Marvin	Weddington
2021- 2022	\$1500.00 fifteen hundred	2021- 2022	\$1500.00 fifteen hundred	2021- 2022	\$ 1500.00 fifteen hundred	\$1500.00 fifteen bundred

^{* &}lt;u>Column 1</u> should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. <u>Column 2</u> should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. <u>Column 3</u> should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

The Municipality reserves the right to select the placement of the Municipalities name and logo on the trucks. The Municipality also reserves the right to use the payload area of one truck for installation of messaging graphics for community announcements (see representative photo to the right for approx. size and location). Once per year, the costs for installation and removal of the messaging graphics on one truck will be paid by Contractor, with this particular truck being rotated to each route at the direction of the Municipality in order to display the announcements throughout the Municipality

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OPTION #12

MUNICIPAL SPECIFIC LOGOS ON TRASH AND RECYCLING CANS

COST / FEE PROPOSAL FORM

Proposers Name: Michael Walsh

m

White divinition and the state of	CIPAL SPECIF NIT PRICE	IC LOG	OS ON TRAS	H AND I	RECYCLING (CANS
Column 1* TOWN OF WEDDINGTON		Column 2* VILLAGE OF MARVIN		Column 3* COMBINED		
					Marvin	Weddington
2021-	\$ 🔿	2021-	\$ 🔿	2021-	\$ 0	\$ 0
2022	2 cro dollars	2022	Zero dollars	2022	Zero dollars	Zuro dellas

^{*} Column 1 should include costs only for the Town of Weddington as if they were awarded bid separately from the combined bid with Marvin at a per unit cost. Column 2 should include costs only for the Village of Marvin as if they were awarded bid separately from the combined bid with the Town of Weddington at a per unit cost. Column 3 should include both the Town of Weddington and the Village of Marvin as if the bid was awarded together in one contract at a per unit cost. Column 3 is expected to be less than the combined totals of Column 1 and 2 to due the expected savings associated with economies of scale when awarded the bid together.

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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 Standard Terms and Conditions 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 Services will be provided 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.

CONTRACT FOR SERVICES

	ntract for Services (this "Contract") is made and entered into thisday of, 2021 ive Date") between The Town of Weddington or Village of Marvin (as applicable ("Town") and ("Contractor").
For and follows:	in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as
	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 Village of Marvin and Town of Weddington Request for Proposals For Solid Waste 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.
11.	Obligations of Town. Town agrees to pay the Contractor for the Services in accordance with the

- 11. 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 14 of the Standard Terms and Conditions.
- 12. Initial Term and Town Options to Extend. The term of this Agreement and performance shall commence on the Effective Date and terminate on TBD (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), one (1) 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.
- 13. <u>Project Coordinator</u>. **Village Manager** 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.

- 14. <u>Contractor Supervisor</u>. **Village Manager** 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.
- 15. 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 to shall submit invoices on the following schedule: by the fifteenth (15th) day of the month, beginning April 15, 2022.
- 16. Notice. All notices, consents, waivers, and other communications under this Contract, including notification of incidents and liquidated damages as setforth in Section 6.37 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:

Email:

Phone:

To Contractor:

Name:

Address:

Email:

Phone:

- 17. <u>Standard Terms and Conditions</u>: Contractor agrees to the Standard Terms and Conditions set forth as <u>Attachment A</u>, attached hereto and incorporated herein by reference.
- 18. <u>Counterpart Execution</u>. 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

[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY] [SIGNATURES ON NEXT PAGE]

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 WEDDINGTON or VILLAGE OF MARVIN (as applicable) Town Administrator 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

- 34. Entire Agreement. The terms and provisions set forth in the Contract, the Cost/Fee Proposal, the Scope of Services and Standard Terms and Conditions 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.
- 35. Invoices. It is understood and agreed that Services will be provided 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.
- 36. 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.
- 37. 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.
- 38. 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.
- 39. 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.
- 40. 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.
- 41. E-Verification. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 42. 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.
- 43. Insurance. Intentionally deleted. [See Price and Scope Summary]

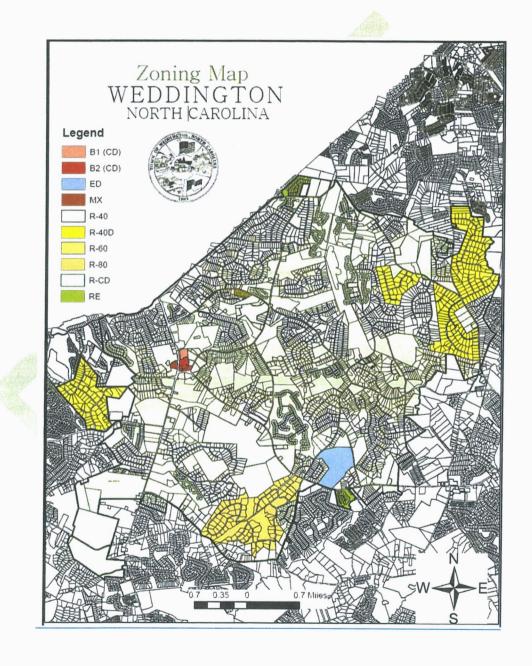
- 44. Termination for Convenience. In addition to all of the other rights which Town may have to cancel this Contract, Town shall have the further right, without assigning any reason therefore, to terminate the Contract, in whole or in part, at any time at its complete discretion by providing 180 days' 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.
- 45. 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.
- 46. 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.
- 47. 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.
- 48. 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.
- 49. 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.
- 50. Contract Transfer. Contractor shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of Town.
- 51. 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.
- 52. Contract Modifications. The Contract may be amended only by written amendment duly executed by both Town and Contractor.
- 53. 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.
- 54. Advertisement. The Contract will not be used in connection with any advertising by Contractor without prior written approval by Town.
- 55. 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.
- 56. 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.
- 57. 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.

- 58. 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.
- 59. 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.
- 60. 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.
- 61. 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.
- 62. 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.
- 63. 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 Union 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.
- 64. 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.
- 65. 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.
- 66. 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.

Attachment 1

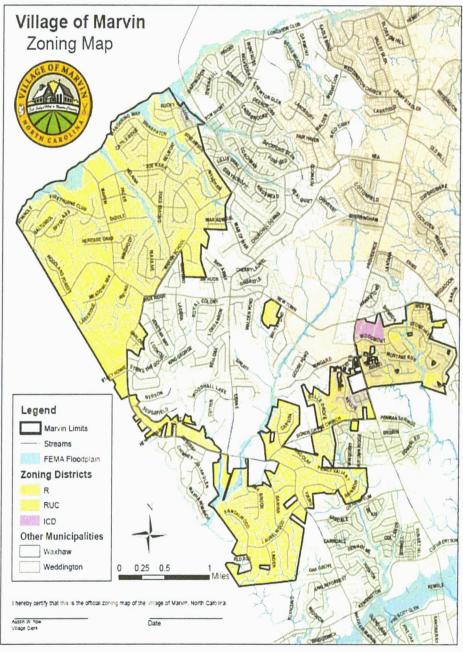
Background on the Town of Weddington's Customers and Map

The Town of Weddington has a population of more than 11,000 residents and covers 17 square miles. Garbage collection Services are provided to approximately 4,500 households. Presently, garbage collection Services are provided through a privatized contract with as secured by the consumer.



Attachment 2 - Background on the Village of Marvin's Customers and Map

The Village of Marvin has a population of approximately 7,000 residents and covers 6 square miles. Garbage collection Services are provided to approximately 2,000 households. Presently, garbage collection Services are provided through a privatized contract as secured by the consumer.



August 12, 2020

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SUPPLEMENTAL INFORMATION/ACTIVE WASTE SOLUTIONS

2a) **Proposer and Surety Commitment** – Complete **Form 2** -4 acknowledging commitments regarding this proposal and potential ensuing contracts.

Form 2 is notarized and attached.

2b) Contact Information – Qualifications and Resumes of Key Employees: Proposer should demonstrate the company's qualifications and experience to perform the Services specified herein. Proposer should demonstrate that key personnel have at least five (5) years of experience providing the Services requested herein. Key personnel include the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions, as well as individuals directly responsible for Services provided to the Municipalities.

John Glauda, President and CEO

John Glauda has 35 years of experience in the waste and recycling industry. He started as a driver and quickly moved to Dispatch and then, at age 25, became Head of Operations for a large hauler in the Northeast. He has started and grown several successful waste companies over his long career. In 2014 he moved his family to Waxhaw, NC and started Active Waste Solutions, a locally owned family business. The company currently operates 30 trucks and services customers over in eight counties in and around the Charlotte Metropolitan Area.

Mike Walsh, Vice-President

Mike Walsh has 30 years of leadership experience in building and managing service organizations, sales management, and IT strategy & execution. Mike has a background in both the Financial Service industry and the waste industry and currently is Vice President of Active Waste Solutions. Mike and his family reside in Indian Land, SC.

Heather Hamilton, Director of Sales

Heather Hamilton has 23 years of experience in the solid waste and recycling industry as a Sales Director. She has worked for Fortune 200 companies throughout the Northeast and Southeast, flexibly leading projects working with all departments. Her experience in the industry includes residential, municipal, public relations, landfill, construction and commercial. Resume attached.

John Yvars, Municipal Specialist.

John Yvars has 35 years of experience in the Solid Waste Industry including managing collection programs in North Carolina for the City of Concord, The City of Hickory, The Town of Mooresville and most recently retired from local government as the Solid Waste Director for Union County, NC. His program in Mooresville resulted in the Carolinas Recycling Association Award for 'Sensational Education and Outreach'. He also served as the President of the North Carolina Solid Waste Chapter of the American Public Works Association. He

provided sanitation truck specific safety training for Greensboro, Raleigh, Charlotte, Chapel Hill and several other municipalities at quarterly workshops while serving on the APWA Solid Waste Board of Directors. Resume attached.

Danny White, Director of Operations

Danny White has 25 years of experience in the Waste and Recycling Industry in operations management both in the North and Southeast. His experience includes equipment maintenance, driving, training, personnel management, route management, responsibility for operations P&L.

2c) **Key Employees** – Complete **Form 5** with background on key employees for the Proposer and all sub-Contractors.

Form 5 Attached-See 2(b) above for background information.

2d) Litigation History — Explain in detail any and all litigation within the past five years involving any company, partner, holding company, or subsidiary in this venture, or any corporate officer, including litigation: arising out of performance of a solid waste or recycling collection contract; arising from or connected with violation of state or federal anti-trust laws; or arising from or connected with allegation of corrupt practices. Proposer should also document all civil actions, losses of service contracts, bid bond claims, performance bond claims or liquidated costs related to solid waste Services involving ten thousand dollars (\$10,000) or more per contract year against the Proposer during the last five (5) years. For each such occurrence, Proposer shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. Performance history may be limited to North Carolina; however, if Proposer has no existing service history within North Carolina, then nationwide performance history must be submitted. If there are no such actions, Proposer should so state.

Active Waste Solutions has 6 years of service history in North Carolina with no Litigation pending or past.

2e) Financial Strength — Proposer shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the Services requested in this RFP, by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Proposer should either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to Municipalities' satisfaction, Municipalities' reserves the right to request additional information. If Proposers wish to protect any of these statements from public disclosure, they should clearly label the statements as proprietary.

See Forms 3 and 4 attached.

- **2f) Operational Experience** Answer questions **a** through **c** below, describing your firm's relevant experience. For each question provide the following detailed information: duration of the program; collection systems; annual tonnage; number of structures and units served; problems in establishing and providing service; experience in implementing changes; actions taken to resolve problems; experience in providing customer service; average daily complaint rate (including missed collections); evidence of customer and jurisdiction satisfaction; and reference contacts at jurisdiction.
- a) Residential garbage collection from cans and/or containers.
- b) Residential collection of yard waste
- c) Residential collection of recyclable material

Active Waste Solutions is the largest privately owned provider of residential services in the Charlotte Metropolitan area with approximately 38,000 residential customers garnered over the past 6 years via subscription service. The company disposes over 30,000 tons of residential waste annually, much of it at the Union County owned transfer station. Daily complaint rate is approximately .001% (represents reported 'missed' collections which are not separated as complaints from late set-outs). In most cases Active Waste resolves these issues the following day though prompt calls made when trucks are still in the area can result in the issue being resolved the same day.

2g) Environmental Performance – Municipalities desire to partner with a Contractor that has a strong environmental record and that has experience in solving environmental issues in a timely manner. Therefore, describe any regulatory complaints or violations related to your solid waste operations received within the last five years. Provide evidence of successful mitigation of environmental and community impacts from your solid waste operations.

Active Waste Solutions has no regulatory complaints or violations since the company was founded. OSHA requires that all collection vehicles working with hazardous materials must be prepared for spill containment and removal. Active Waste Solution Vehicles carry universal pads for absorption, socks to block off entry of fluids into storm drains and Ultrasorb to address any spills. In the event of any spill over 15 gallons Active Waste Solutions will contact the appropriate regulatory agency to report the spill as well as the local fire department.

2h) Price Modifications: Proposer shall list all CPI increases with all other municipal entities they service over the last five years.

All CPI increases will be based upon the annual percentage published by the US Bureau of Labor and Statistics.

3a) Collection Services: Proposer should explain how it plans to provide collection Services at least as comprehensive as those Services currently being provided by the Municipalities as described in this RFP. At a minimum, Proposers should describe the primary methods by which the Services will be provided; a list of the types (make and model) and number of vehicles that would be used to provide collection Services; number of routes, number of collection staff; how materials would be handled following collection; customer service process including number of staff; and any other details pertinent to fulfilling the requirements of this RFP.

Since the respective municipalities wish to have collections for garbage, recycling and yard waste over a period of 5 days the proposed plan is as follows:

Garbage:

Weddington will have (1) automated truck #209, a 2020 Autocar with a 40-yard McNeilus body, on Monday thru Friday collecting garbage from 900 homes per day. Having a 12-hour window of 7AM to 7PM provides ample time for route completion even in the event of truck malfunctions.

Marvin will follow the same type of schedule in much the same way as Weddington with (1) automated truck (truck #207, a 2019 Peterbilt) with a 40-yard McNeilus body collecting 400 homes per day, 5 days per week for garbage.

There will also be a 'hopper' truck, a 2020 Ford F350 with a cart tipper with an 8-yard container to service 'backdoor' residents who are physical unable get their container to the curb on a given route each day for each municipality. In most instances the hopper truck is small enough to pull into a driveway to alleviate having to park on the road while the worker is getting the trash, thus alleviating potential for traffic accidents as residents try to go around a truck parked in the road.

Recycling:

Glass containers should not go into the single stream recycling containers due to factors including high breakage rates, shards of glass contaminating other separated materials and abrasive impacts on recycling equipment. Many recycling processing plants do not take glass and those that do end up landfilling much of the broken glass that is screened out along with caps, rocks and other small materials as one of the first process steps in these facilities (see attached flyer from Union County Solid Waste). Active Waste Solutions is proposing an innovative program believed to be the first of its kind to collect glass separately curbside. This can be accomplished on alternating weeks from bi-weekly single stream collection should the municipality desire bi-weekly single stream. Active Waste Solution has access to both the Benfield Sanitation Materials Recovery Facility in Mooresville, NC and the ReCommunity Materials Recovery Facility in Charlotte, NC for single stream recycling. Active Waste is also planning a state of the art 26,000 square foot sorting facility at our new Monroe location which is anticipated to be open for only Active Waste Solutions customers sometime during the initial contract period.

Customers who wish to utilize the glass only curbside collection versus using a Union County convenience site would be provided a 14-gallon curbside recycling bin. The glass would be collected in a rear loader truck (Truck 211, a 25-yard Kenworth with a McNeilus body) by 2 workers and transported to Union County's Glass stockpile on Austin Chaney Road. This material is trucked to Strategic Materials in Wilson, NC, the region's largest glass processor. We strongly suggest keeping glass out of the single stream mix and Active Waste Solutions will work to educate customers at the outset of the program rather than attempting to re-educate them when no recycling facilities accept single stream with glass in it. Active Waste Solutions proposed method ensures that all the glass containers will in fact be recycled and contamination of other recyclables from broken glass minimized.

BULKY

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Bi-weekly bulk collections will be completed on the same day as trash for each municipality by a rear loading garbage truck staffed by 2 employees. It is our experience that approximately 1/3 of the normal route will have a bulky item at the curb which would average 300 homes per collection for Weddington and 125 for Marvin.

YARD WASTE

For yard debris a 2-man rear loader truck will also collect this material on the same day as trash. Yard debris may be containerized or bagged. Employees will de-bag the material. Yard debris will be taken to the permitted Union County compost site.

3b) Collection staff training/background: Proposer should state minimum training and experience requirements for collection personnel as it applies to all proposed categories of collection. Proposer should describe safety training program(s). Proposer should describe their policies for background checks for each collection employee.

Active Waste Solutions employees receive an OSHA compliant Safe Operating Procedure for the specific equipment which they operate. This procedure identifies the most common hazards and the policy for avoiding them. Documentation of this hazard specific training protects both the employee from a safety training aspect, the customer and Active Waste in the event of a serious incident through documentation of specific training for the most common types of incidents. Employees also receive monthly training on these items as well through PowerPoint presentations. A sample of this detailed program for Automated Side Loaders is attached. Active Waste seeks employees with experience in the solid waste field although training is available for experienced drivers with Commercial Drivers Licenses in other fields. Employees are subject to drug testing by the company as well as random testing by DOT.

3c) Collection facilities: Describe the facilities where you propose to site and maintain your vehicles, store inventories, and perform any other functions (i.e. administration, billing) to support your garbage, yard waste, white goods and recycling collection operations. Please provide location(s) and indicate the status of any permits that these facilities require from regulatory agencies. Have your facilities been found in violation of any permits or other regulatory requirements? If so, what was the permit or regulatory infraction and how was it resolved?

Due to Active Waste Solutions rapid growth the company has recently purchased a large facility at 2512 Ashcraft Avenue, Monroe, NC. This facility houses the collection vehicles, the maintenance and repair facilities and customer service. Active is in the process adding a second story to the office area for our expanding support staff and a new 'ready room' which also will be used for training sessions. Active Waste Solutions has no violations for permitting issues or those from any other regulatory authorities.

3d) Customer Service:

1. Customer Service: Proposer should explain how it plans to maintain customer service and satisfaction throughout the Contract term.

Active Waste Solutions believes that communication is the key to satisfied customers. Action Waste currently employs three customer service representatives manning the phone lines. Staff working hours are 8 AM until 5 PM, Monday thru Friday. Staff will respond to voicemails and emails within 60 minutes of receipt. After hours communications on will be responded to by 9 AM on the following business day. There will be a dedicated phone line and email address specifically for customer communication from residents and municipal staff of Marvin and Weddington. Work orders are generated, and Operations Staff allocate the resources to resolve them. Active Waste will conform with the reporting requirements outlined in Section 9 of the Request for Proposals. We are confident that a survey of the current customers receiving our services in Weddington and Marvin would result in an extremely high approval rating. Emergency Contacts will be:

- 1.) Mike Walsh 704-303-3120
- 2.) Danny White 973-390-3818
- 3.) Heather Hamilton 704-303-3234
- 2. **Call Center.** Proposals must explain how Proposer will allow Municipality access to the Proposers work order management customer service system.

Each Municipality will have access to all resident's information and customer inquiries through our customer portal which can be accessed online. The portal provides access to work orders, customer requests, invoices and balances. Access to the portal can be managed securely and each municipality can assign specific employee's access.

3. **Transition Management:** Proposer should explain how it plans to manage the transition into providing these Services. Solutions for potential critical path issues should be identified such as anticipated delay in receiving, vehicles, acquiring labor, etc.

Active Waste Solutions will embark on an intensive public information campaign using various forms of media to inform customers on collection days, delivery of rollout containers, rules on recycling and container placement, etc., starting 30 days prior to the contract start date. Average time for Rollout Container deliveries is 6 weeks. That order will be placed 10-12 weeks prior to start date to allow sufficient time to deliver a trash and recycling container to each household. Additional containers will be kept at our facility. Active Waste has the personnel and equipment on hand to provide the services requested.

4. **Information Management**: Proposers should describe in detail how it plans to record, manage, and report information.

The team dedicated to Weddington and Marvin will generate and electronically deliver all daily, weekly and monthly reports to the respective municipalities.

5. **Organization:** Proposer should include a project organization chart indicating titles and total number of personnel that would be devoted to work resulting from this RFP. Proposer should identify any sub-proposers it intends to employ and describe the specific work that would be performed by each sub-proposer.

Organizational Chart is Attached

Sub-contractors for the annual electronics event and household paint and used oil event are as follows:

Electronics Event-Southern Environmental Solutions of the Carolinas. Steve Lindenman (704-651-1007). Active Waste will provide 30 cubic yard roll off containers at the chosen location along with two employees for traffic control as well as to handle any unforeseen issues. Active Waste Solutions will deliver these containers directly to Southern Environmental Solutions.

Paint and Used Oil (Marvin Only)-This event requires a licensed household hazardous waste company as Oil Based Paint is hazardous. The company empties paint into barrels and places the empty containers into a lined roll off container provided by Active Waste. The used motor oil company is on site as well to collect the oil which is suctioned into their truck for recycling. Active Waste will have personnel on site for traffic control and support as well.

Oil-Noble Oil Services, Doug Lauterbach (828) 312-7268

Paint-ECOFLO, Scott Peele, (336) 855-7925

HEATHER A. HAMILTON

(704) 303-3234

hhamilton@activewastesolutions.com

Competencies and qualifications

- Engaged consistent developer of strategic plans that support sales, marketing, and operational goals.
- Focused analyst of critical CRM data and timely reporter.
- Accurate forecaster and detailed manager of overall sales pipeline as well as individual sales pipelines.
- Published writer and professional presenter with strong marketing background who can influence decision makers with carefully constructed content.
- Manager of successful sales teams in medium, and major market areas overseeing development of multiple Municipal managers, Account Managers, Territory Representatives, Inside Sales Representatives and Customer Service Representatives.
- Current knowledge of market trends and a broad base of influencers/decision makers as well as competitors in market areas throughout the South and Northeast.
- Ability to easily learn and adapt to any new market area regardless of size or challenges.
- Crossfunctional project manager with understanding of AR and focus on improving DOS.
- Detail oriented with experience reviewing complex service agreements and bids.
- Competency in Sales Force, Adobe Creative Suite, Excel, Microsoft office, Microsoft Word, Power Point.
- Professional Sales Management certification, AI training, GEO fencing training, marketing and advertising acumen.
- Knowledge of Republic Services', Waste Management's processes, services, lines of business, structures.
- Impactful communicator able to contribute on a high level in leadership and management meetings.
- Road and sky warrior, able to travel 60% of the time.

Experience

ACTIVE WASTE SOLUTIONS, Monroe, North Carolina

Current

Director of Sales

- Manage existing customer base all lines of business including permanent roll off, commercial front and rear load, residential, municipal, and construction.
- Grow new business all lines.
- Hire sales staff
- Train sales staff
- Develop strategies to grow organically as well as through acquisitions
- Implement new sales platform and train sales reps
- Maintain sales portion of P&L
- Hold sales meetings
- Represent the company at all civic, community and socal events
- Advise on creative and marketing efforts
- Communicate consistently with other management and staff
- Be a change leader

BRITTON INDUSTRIES, Pennsylvania, New Jersey, New York, and Delaware Jan. 7, 2019 – September 13, 2019

Contract VP of Sales and Marketing

- Hire, train, and manage sales team consisting of 7 outside account managers, 4 inside hunters/customer service reps, 1 sales coordinator, and 2 Municipal Managers.
- Responsible for annual revenue of commercial, municipal and scale sales, and attainment of sales goals.
- Responsible for sales portion of P&L. .
- Create and manage weekly sales meeting.
- Crossfunctionally manage acquisitions and development of new facilities.
- Responsible for hiring, directing, and overseeing marketing agency's efforts with AI,GEO fencing, social media, eblasts, developing creative content.
- Responsible for researching, booking and attending trade shows.
- Oversee Municipal Account Managers' activities and review all bids RFP's, RFO's.
- Responsible for daily ride alongs and one on ones.
- Responsible for reporting to CFO and working with AR to improve DOS.
- Report to CEO with daily, weekly, monthly reports from Sales Force, accurately forecasting revenue.

Achievement after first quarter - At 125% of budget, 2,000,000 ahead YOY, 35% improvement in performance in KPI of lowest performing reps.

Achievement after 2nd quarter – At 110% of budget, YOY, 40% improvement in performance of existing sales team with regards to activity and forecasting. Two newly hired account managers exceeded their goals. Implemented new inside hunter/customer rep program. New facility opened and first month's revenue exceeded goal.

REPUBLIC SERVICES, North Carolina

2017-2019

Territory Sales Representative - Commercial and Industrial

- Maintain a book of business with 500+ customers.
- Gain new business for commercial as well as industrial lines of business.
- Meet or exceed all company's sales and retention goals.
- Actively participate in sales meetings and company events.
- Represent the company in all business associations, at events, and tradeshows.
- Accurately forecast, and track sales versus budget and goals.

SERVPRO, New York

2016 - 2017

Business Development and Marketing Consultant

- Identified mix-use developments and built relationships with the decision makers.
- Maintained residential portfolio, billings of \$1.7 million a year by networking and through social media.
- Gained new annual commercial revenue of \$2,000,000 in one year.
- Created fund raising events.
- Represented company at trade shows, social, community and civic events.
- Generated social media marketing program for local franchise.
- Produced budget for the sales and marketing department.

Pinnacle Environmental, New York, New Jersey

2015 - 2016

Business Development (Consultant to PM's, contract position)

- Identified commercial and municipal opportunities in New York and New Jersey.
- Gained \$2,000,000 in new commercial annual revenue in six months, maintained \$3,000,000 municipal, monthly.
- Established relationships with C-suites.
- Grew existing relationships, portfolio of \$10,000,000.
- Developed marketing strategies and materials.
- Created large and small scale marketing events and attending them.
- Represented the company at all social, community, municipal functions.

Business Development Specialist/Government Services (Consultant, contract position)

- Orchestrated rebids with 32 New York agencies in 3 months' time with regards to DCAS, \$10,000,000 annual revenue, 3 year contracts.
- Maintained Port Authority portfolio with 3 airports and the World Trade Center, \$30,000,000 annual revenue.
- Managed lobbyists' efforts in New York and New Jersey.
- Coordinated operations, pricing, and creative teams to prepare proposals.
- Created and maintained Corporate Citizenship program.

SYNAGRO Environmental Services, Maryland

2013

Free Lance Marketing Consultant

- Researched and identified new opportunities in the commercial and residential sectors of New York.
- Created small scale marketing campaigns in line with budget goals.

Author of Memoir "Unsung", New York

2011 - 2013

- Wrote, published, and marketed memoir.
- "Unsung" is widely acclaimed and is available in 14 bookstores, as well as Amazon.com

Interstate Waste Services, New York, New Jersey

2009 - 2011

Municipal Marketing Manager over New Jersey and New York

- Identified bid opportunities and pre-qualified their worth.
- Established and maintained relationships with National accounts and brokers.
- Key member of Leadership Team involved in strategic planning and acquisitions.
- Created all fundraising events for charities the company supports, attended events, monitored and reported on ROI.
- Generated marketing materials, wrote speeches for company officials, attended trade shows.
- Managed over \$7.5 million in annual revenue, 4 lines of business.

Market Area Sales Manager for New Jersey

2009 - 2010

- Managed sales portion of P&L.
- Created and managed budget for New Jersey sales department.
- Managed a team of 15 including: 12 sales reps (Inside / outside / major accounts), 1 sales coordinator, and 2 customer service reps (CSR). Responsible for monitoring KPI of entire team.
- Managed revenues for 4 lines of business: commercial, residential, permanent roll-off, temporary roll-off
- Held weekly sales and CSR meetings.
- Created company processes, procedures, and programs.
- Created and implemented multiple CSR programs including: call logs and maintenance program, outbound call
 program, residential marketing program, driver lead program. Created snow & holiday policy, email
 communication to customers, created temp roll-off advertising campaign for spring clean-up.
- Created price increase programs for 2 lines of business: commercial and permanent roll-off.
- Developed and implemented charity partnership program, welcome letter/follow up call program.
- Developed, presented, and coached sales strategies for each representative in nine territories.
- Developed and implemented company-wide sales incentive compensation program.
- Worked with HR to develop and implement PIP company-wide program.
- Created market area retention program.
- Created relationship-building program for top revenue customers.
- Created inside sales program, hired reps, trained and coached reps.
- Created field evaluations and a program to utilize them monthly.

Waste Management, Atlanta, GA

Municipal Marketing Manager

- Promoted after one year.
- Obtained a new multi-line business, three year renewable contract with Heritage Properties, Atlanta, Georgia. Average annual revenues totaling approximately \$6.7 million.
- Successfully developed municipal relationships with officials from a wide variety of backgrounds with many differing agendas and submitted bids. Obtained and maintained the business for Gwinnett County residential and commercial.
- Developed a recycling program for elementary schools in Cherokee County.
- Generated marketing pieces for our residential recycling program in Cobb, Fulton and Cherokee counties.
- Gained three-year renewable municipal residential contracts with City of Sandy Springs, Georgia.

Onyx, Apopka, Florida

2002 - 2005

Central Florida Sales Manager

- Within six months of being in the position, developed \$1.3 million dollars of new annual revenue from four lines of business (local, regional, national and brokered accounts).
- Signed new business with Universal Studios, Orlando, Florida. Developed the business relationship for three
 years, working with over thirty decision makers on an ongoing basis, and was able to renew three year service
 agreement.
- Developed a team of ten outside sales reps and two inside sales rep that exceeded all revenue goals.

Waste Management, Asheville, NC

District Sales Supervisor

- Managed three sales reps while maintaining a portfolio of "A" clients.
- Managed \$3,000,000 annual revenue.
- Responsible for hiring and training sales reps within my district.
- Responsible for sales portion of P&L for the district.

EDUCATION

University of North Carolina at Asheville

1986

B.A. in Creative Writing

CAREER ACHIEVEMENTS & AWARDS & CORPORATE CITIZENSHIP

- Nominated for Rookie of the Year for Waste Management –1999
- 2001, Member of the Circle of Excellence in 2001, top ten sales people in the Southeast
- 2001, Nominated, selected for, and a graduate of Waste Management's Elite training program for managers, the SMART program, 2001
- Management of Atlanta
- 2009, Program Chair for WPN, Women's Professional Network for Waste Management, Southern Group
- 2009-2011, Member of Leadership and Growth Team for Interstate Waste Services, New York, New Jersey
- 2015, Volunteer UTCA, New Jersey Chapter
- 2015, Volunteer IPSE, New Jersey Chapter
- Member of BNI- Cross Island Referral Network- 2016-2017
- Member of GLIRC- 2017
- Member of CAI-LI- 2017
- Member of IFMA-New York-2017
- Member of IFMA-LI-2017
- Member of Asheville Business Leaders -2017-2019
- Member of SWANA -2019
- Director of Indian Land Chamber -2020 current
- Member of the Union County Chamber current

2006 – 2009

1999 – 2002

JOHN E. YVARS 3550 Rankin Road Concord, NC 28027 (704) 721-0898 Home (980) 722-6331 Cell jyvars@gmail.com Email

November, 2020-Present

Active Waste Solutions PO Box 10 Waxhaw, NC 28173

Provides an assortment of assistance to a rapidly growing waste and recycling company. Reports directly to the company owner. Work involves updating the company's safety plan as an OSHA compliant document, providing safety presentations to staff, providing answers to permitting questions and acting as a liaison between the company and municipal officials at the local, state and county levels.

August, 2017-June, 2020 (Retired)

Solid Waste Director

Union County Government 500 North Main Street Monroe, NC 28112

Duties: Responsible for the overall management of Union County's waste disposal program which includes a Transfer Station, Construction and Demolition Landfill and 5 regional customer convenience sites. Supervised 34 employees. Responsible for a \$5 million annual budget in a non-tax based Enterprise Fund. Facilities processed over 12,000 tons of waste monthly plus recycling. Made presentations and recommendations to the Union County Board of Commissioners to gain approval for program changes and to respond to inquiries for information by the Board.

Major Accomplishments:

Attracted a major hauler to utilize Union County's facilities resulting in a monthly revenue increase of approximately \$100,000 per month.

Averaged \$6 million in revenues annually for a \$1 million annual net profit.

Acted as a consultant to local municipalities for solid waste issues which helped heal relations between the County and locals which had been fractured previously.

Worked with engineering firm to design a new convenience site which featured compactors instead of open top containers thus resulting in efficiency improvements by limiting the number of times containers required hauling.

Obtained NC State rebates for electronics recycling which helped reduce the financial impact to the county.

President of the North Carolina Chapter of the American Public Works Association in 2017.

July, 2009 - July, 2017

Sanitation Superintendent

Town of Mooresville PO Box 878 Mooresville, NC 28115

Duties: Responsible for the overall management and daily operational success of the Sanitation Department. Supervises 23 employees. Responsible for budgeting, resource allocation, employee hiring, employee motivation and morale, personnel evaluations, employee disciplinary activities, permit obtainment, reports required by various agencies. Resolves customer issues and complaints in a timely manner. Identifies and implements operational efficiency improvements. All services provided (Weekly rollout, weekly recycling, weekly yard waste collection and weekly bulk item pickup) cost less than \$14 per home per month.

Major Accomplishments:

Renegotiated Transfer Station Agreement with Iredell County resulting in an annual savings of over \$250,000.

Designed and implemented OSHA compliant Safe Operating Procedures (SOP) for Sanitation. This program can protect the Town from litigation as well as the employee.

Recommended implementation of a Solid Waste Fee for all residential units; the approval of which resulted in revenue generation exceeding \$400,000 annually.

Designed, planned and implemented every aspect of a Single Stream Recycling program utilizing unique cost savings approaches. The program resulted in one of the highest participation levels in the State and has received an award from the Carolina Recycling Association for 'Sensational Education and Outreach'. The program is also featured in an hour long seminar 'Local Government Program Spotlight' at the 2012 NC-APWA Solid Waste Conference.

Eliminated 'Front Load' collection activities to focus on improved efficiency in residential service delivery which is the Town's core focus area.

August, 2004 – July, 2009

Solid Waste Manager City of Hickory PO Box 398 1441 9th Ave. NE, Hickory, NC 28601

Duties: Responsible for overall management, budget development and oversight of all aspects of the Solid Waste Division for the City of Hickory, including residential collection, bulk services (commercial) collection and recycling.

Planed, scheduled and directed the work of the division. Supervised 32 employees involved in residential, commercial and recycling collection. Responsible for all hiring, personnel evaluations and employee discipline.

Developed several critical budgets for various components of the Division; monitored and approves all expenditures, payroll, supplies and equipment needs. Oversees Division purchasing activities, including vehicle service and maintenance programs.

Responded promptly to public inquiries, requests and concerns regarding recycling and/or solid waste collection, and thoroughly investigates and resolves issues.

Prepared and maintained various records and periodic reports, including collection and presentation of data for the North Carolina School of Government Performance Measurement Project. Obtained necessary permits, licenses, etc., from regulatory agencies for transfer station and yard waste site operations.

Regularly developed and presented educational and informative programs for community groups, schools and civic organizations regarding solid waste management issues.

Major Accomplishments:

- Renegotiated rates for corrugated cardboard recycling by market segment, resulting in an increase of annual revenue for the City of approximately \$15,000.
- Restructured fees paid for rental of corrugated cardboard dumpsters, resulting in doubling of annual revenues and a yearly increase of \$40,000, while retaining 97% of current customer base.
- Restructured White Goods (appliance) collection program to increase efficiency, generating resultant revenue never before realized for this material of approximately \$5,000 per year.
- Conducted audit of all rollout containers to ensure appropriate and timely payment of fees, resulting in an approximate increase of \$7,000 annually.
- Obtained permit for solid waste transfer station from the North Carolina Department of Environment and Natural Resources. Facility had been operating without a permit.

- Procured self-contained, automated leaf vacuum, which halved the operating expense of traditional tow-behind methods. In addition, this vehicle has interchangeable bodies (e.g. dump, rolloff, water, etc.), and can be used for other purposes throughout the year.
- Procured a grant from NC DENR for the purpose of procuring a specialized recycling truck to service commercial ABC permit holders, who are required by law to recycle beverage containers effective Jan. 1, 2008. Hickory's progressive and model recycling program for commercial businesses is featured on the following web sites from NCDENR, Glass Packaging Institute (Washington, DC) and is exhibited by the Alcohol Beverage Commission as a case study and model program:

http://www.p2pays.org/BannedMaterials/ABCcontainer/CShickory.asp http://gpi.org/recycling/Restaurant/modelPrograms.html http://www.ncabc.com/news/announcement.aspx?aid=79

Serves as frequent speaker and presenter at various conferences and seminars for NC DENR, the North Carolina Chapter of the Solid Waste Association of North America (SWANA) and the American Public Works Association (APWA).

Serve on the City's Quality Recognition Team which rewards employees in all departments for innovative, above and beyond activity.

March /2002-August /2004

Operations Manager
South Point Waste and Recycling
1235 East Blvd. Suite E123
Charlotte, NC 28203

Duties: Reported directly to owner of a private company and oversaw daily functions of waste and recycling collection in an extremely fast-paced work environment.

Oversight of roll-off container services for construction industry including daily routing of trucks, customer relations, problem solving, hiring/disciplinary functions, maintenance and repair of vehicles, invoicing, collections and associated activities.

Supervised waste collection functions for contracted municipal accounts, providing services such as office paper and corrugated cardboard recycling, waste drop off centers and residential curbside waste and recycling services. Managed collection activities for industrial waste generators in the Charlotte metropolitan area.

August /1998-February /2002

Solid Waste Coordinator City of Concord PO Box 308 Concord, NC 28026

Duties: Oversaw all aspects of waste collection within City of 56,000 residents. Designed, implemented and directly managed collection operations for residentially generated yard waste,

appliances, scrap metal, building materials, tires, commercially generated corrugated cardboard, office paper, scrap pallets and other recyclables.

Managed a staff of approximately 30 employees and conducted interviews, performance evaluations, staff meetings, etc.

Supervised contract collection of residential roll out cart and recycling bins. Worked with contractors to ensure high levels of customer service and improve tracking, follow-up and resolution of customer concerns. Managed operations of facility processing in excess of 5,000 tons of yard waste/compost annually, including obtaining proper regulatory approvals.

Prepared and oversaw an annual budget of approximately \$4 million. Specified purchase of equipment used by City solid waste collection crews. Obtained and contracted with markets for various recyclable materials. Participated in Performance Measurement and Benchmarking program with Institute of Government.

Major Accomplishments:

- Prepared, designed and implemented City's Solid Waste Management Plan as required by the State of North Carolina outlining a 10-year strategy for prudent waste management and minimization practices. This plan was approved by the City Council and subsequently by the State.
- Recommended, gained approval and implemented innovative waste policy changes for commercial generators which resulted in savings to the City of over \$1.3 million annually, realizing a tenfold increase in recycling rates in this generator segment.
- Terminated the operation of a non-compliant yard waste "dump" and opened permitted processing center. Implemented City's first leaf composting operation, providing a screened end product sold to commercial distributors and distributed to residents free of charge.
- Streamlined/redesigned loose-leaf collection program including provision of biodegradable leaf bags to residents. Demonstrated that this program could save the City \$50,000 annually through increased collection revenues, while providing residents with a much-desired increase in frequency of leaf collection.
- Redesigned commercial corrugated cardboard program by eliminating manual collection method used by City employees and contracting for automated collection, resulting in new revenue generation as well as the ability to reallocate 3 employees to other needed duties.

October /1987-July /1998

Program Administrator/Solid Waste

Westchester County
Department of Environmental Facilities
270 North Avenue
New Rochelle, New York

Duties: Developed and implemented County's Solid Waste Management Plan; provided waste transfer and recycling services for 36 local municipalities comprised of over 700,000 residents.

Worked with contract haulers in the operation of 5 transfer stations moving approximately 1,200 tons of waste per day to the County's "Waste to Energy" facility.

Worked closely with consultant to design and construct 350 ton per day Material Recovery Facility for residentially generated recyclables, and identified, negotiated and contracted with both domestic and overseas markets and brokers for the sale of processed recyclables emanating from this facility.

Provided program evaluation, technical assistance and administered financial loan/grant programs to local municipalities.

Coordinated bi-annual Household Hazardous Waste clean-up events.

Major Accomplishments:

- Authored several articles in trade magazines such as Resource Recycling and Recycling Today detailing results of study regarding various alternatives for mixed broken glass processing. Study was funded by the New York State Energy Research Development Authority (NYSERDA) and provided detailed information on both low and high technology options for handling this problematic material. Performed evaluation tests on high tech Austrian optical glass sorting system which is now utilized by major commercial glass processors.
- Worked in conjunction with Cornell University School of Agricultural Engineering to develop a "How-To" manual on municipal composting methodology. Authored section on Permit Obtainment. This manual was subsequently adopted by the New York State Department of Environmental Conservation and distributed statewide.

1996-1998

Yorktown Family Golf Centers (part time)

Yorktown, New York

Worked in the Pro Shop providing customer service and sales for a Jack Nicholas owned all weather 2 tier driving range. Kept range clean and orderly. Greeted customers. Provided club demonstrations on the range. Assisted PGA and USGA professionals with grip replacement and club modifications. Set a one day company record for club sales of over \$6,000.

1982-1986

Circuit City Stores Richmond, Virginia

Started as a retail sales person in the competitive home electronics industry in Charlotte, NC. Promoted to Sales Manager in Lexington, KY in 1984 and Store Manager in Charleston, W. Va. 9 months later. Returned to Charlotte as Sales Manager for the companies first national Superstore in Charlotte.

Education & skills:

B.S. Degree in Business Administration, Gardner Webb University - 1978.

Computer literate, including proficiency in MS Word, Excel, Power Point, Munis, Mobile 311, Fleetmatics software.

North Carolina Class B Commercial Driver's License.

Professional Memberships:

- American Public Works Association (President 2017)
- Solid Waste Association of North America

Active Waste Safe Operating Procedure (SOP) AUTOMATED SIDE LOADER

Original Issue Date:

Prepared By: John Yvars

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Total Pages: 6

Signature

Signature

PURPOSE

To minimize preventable accidents and incidents that are caused by unsafe acts and not unsafe conditions while using the Automated Side Loader. This SOP will address the proper methodology to avoid these and other risks through industry knowledge, task observation and employee input as well as serving as a training aid for employees who will be operating this equipment.

SCOPE

This Safe Operating Procedure impacts all Drivers and Equipment Operators of Active Waste Solutions. The operation of the ASL (Automated Side-loader) trash and recycling truck is limited to company approved drivers and operators who possess a minimum of Class B Commercial Driver's license.

DEFINITIONS

Automated Side-loader (ASL) – The Automated Side-loader is a single person operated refuse truck that is used to collect both garbage and recycling containers via a hydraulically operated arm which empties rollout containers directly into the body of the truck.

Pre-trip inspection – A thorough inspection of the vehicle prior to operation including Engine compartment, Cab, Brakes, Suspension, Wheels, Cameras and components on the side and rear of vehicle.(Form C)

Power Take Off (PTO) – The Power Take Off is activated by pulling the knob that is located inside the cab of the vehicle, on the control panel for all hydraulic operations. Once it is pulled it activates the hydraulic pump which transmits hydraulic fluid to all hydraulic functions of the vehicle.

Backup Alarm – An audible device activated when transmission of the truck is engaged in reverse and must be 'audible over surrounding noise level' (1).

Camera System – A high resolution LCD (Liquid Crystal Display) monitor is mounted in each Automated Side-Loader for viewing the rear, blind side and the hopper.

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Operator – An employee with a minimum Class B Commercial Driver's license (CDL) issued by the state of residence.

Cleanout Door – A panel covering located on the body that is designed for cleaning out fallen debris from behind the packing blade of the truck with the required tool that is used for this task.

Crusher Panel – A hydraulically powered plate that is lowered on top of protruding trash to assist compacting garbage and eliminate debris flying out of the vehicle.

Pinch Point – A point in which it is possible to be caught between moving parts, or between moving and stationary parts of a piece of equipment.

Arm – A hydraulically powered mechanical arm that is located on the right side of the trucks that is attached to the grabber that retrieves and dumps and replaces rollout containers.

Grabber – Hydraulic apparatus that is attached to the arm to service garbage and recycle rollouts.

Grabber Belts – A band that stretches across the grabber for added security to hold containers firmly.

Tailgate – The rear portion on the body of the vehicle that opens when truck is dumping or when maintenance is being performed.

Transfer Station – A facility to dump refuse on a concrete floor for loading/transfer of garbage into tractor trailers.

Landfill- A public or privately owned facility permitted by State regulation for the purpose of dumping MSW onto a lined facility for disposal.

Battery Disconnect – A switch that supplies power to the vehicle when turned on and removes that power when turned off.

Hopper Truck – Is a single person operated refuse truck that is used to collect garbage from residents that require backyard service and also recycling containers which loads the material directly into the body of the truck.

Rear Loader – A heavy duty vehicle which accepts refuse into a hopper mounted on the rear of the body. The hopper has a high-pressure packing blade operated manually from the exterior of the truck by employees to move material into the enclosed section of the body of the truck. A second 'push out' blade or 'ejector panel' is used to eject material from the body of the truck. The truck has a platform and handrail mounted at the rear sides of the vehicle to facilitate workers riding at speeds of less than 10 mph or when traveling less than 1/5 of a mile. (2)

PERSONAL PROTECTIVE EQUIPMENT



Seatbelt usage is required when driving.

The information provided in this section meets the requirements of 1910.133.



ANSI/ISEA 107 Approved Class II Safety Vest with reflective strips, closed in front. Vests must be replaced when exceedingly dirty or after reflectivity loss from laundering.



Protective Footwear must meet the requirements of ANSI/ASSE Z41.1.



Safety Glasses that bear the **ANSI Z87.1**. Prescription glasses and over the counter sun glasses is not considered proper eye protection.



Hearing protection as needed



Approved General duty cloth or cloth with rubberized palm gloves when picking up fallen refuse.

MATERIAL & EQUIPMENT

Cleanout tool – A metal rake used to clean out the trap doors of the vehicle at the end of each day.

Shovel - Primary tool that is used to clean up spills when they occur.

Whisk broom – Used to sweep broken glass or smaller pieces of fallen debris onto the shovel.

PREREQUISITES & TRAINING REQUIREMENTS

Sanitation Safety Checklist and Agreement – This checklist is signed by an employee following review with Operations Manager. The manager reviews the PPE to be issued as well as the safety procedures for operating an automated side-loader. Included in this oral review is

Obstruction observation, Cameras, backing procedures and dumping at the Transfer station. Copy of this agreement stays with the employee for the duration of his training period.

On the Job Training – The employee assigned to this piece of equipment has been trained by a competent operator with a good safety record. The driver physically reviews each of the procedures with the employee prior to route departure and monitors compliance on the route. Driver and trainee sign checklist/agreement and return it to Supervisor. Document is stored in a separate labeled binder to be kept in the Supervisor's office.

SOP Annual Review – All Operators of Automated Side Loader will be required to read and sign the latest version annually.

SAFETY HAZARDS & CONTROL METHODS

- Obstructions Trucks may often encounter low-hanging lines, trees, signs, parked and
 moving vehicles when servicing rollouts, and backing down streets that have no cul-de-sac or
 turnaround. Cameras are installed on vehicles to assist operator with visibility from multiple
 angles.
- 2. Backing There are constant visibility issues that arise when side-loaders are backing and remain hazardous. Moving and parked vehicles, overhead lines and pedestrians are a constant challenge. There are streets that have no cul-de-sac or turn around area which requires the truck to back the entire length of a dead-end street to service. Cameras are used to assist the operator when truck has to back. Whenever possible the rear-loader or Hopper Truck is utilized to service these areas due to their much-improved maneuverability.
- 3. Pinch Points The hydraulic arm is a very dangerous pinch point for operators as they may need to remove debris that has fallen between the arm and the body of the truck. This is also an area where the driver is located while removing trash from clean out door at the transfer station. The grabber is an apparatus that has two fixed points that either has a belt that stretches between the two or does not have a belt at all and both are considered pinch points that require truck to have engine shut off before standing in between them.
- 4. Dumping at the Transfer Station/Landfill— Present dangers include heavy equipment, other trucks and ground workers operating and moving around the dumping area. Drivers are to ensure that selected area for dumping is established and clear of hazards before entering to dump compacted waste.

PROCEDURES

PRE-TRIP COMPLETION

- 1. Drivers are required to conduct a pre-trip daily. This activity is to take place prior to vehicle moving each morning.
- Complete visual inspections are listed on pre-trip form (Form C1). Visual inspections are performed prior to the start of the engine. Individuals are to check each item as it is inspected.

- 3. Start engine and let idle for a few minutes with parking brake set.
- 4. Complete all visual inspections listed on pre-trip form that require engine to be running.
- 5. Prior to departure, engage Power Take Off to ensure that all hydraulic functions are working properly. Pull truck from beneath canopy to operate hydraulic arm.
- 6. Completed forms are to remain in the vehicle during the work day.
- Pre-trips are to be completely filled out and turned in to supervisor at the end of each day.

BACKING

- Prior to engaging reverse on the truck, Driver shall stop the vehicle, and visually inspect all blind spots before moving the truck.
- Drivers are not to solely rely on cameras when backing but are to also monitor both mirrors for the constant change in surroundings.
- Driver is to position truck so that visibility of occupational hazards via mirrors, cameras and line of sight is easily identified before the truck moves the distance it must travel.
- 4. Since this is a single person operation, driver is to check both mirrors every 3 to 5 seconds for change in surroundings.
- 5. If driver is unsure of what is behind vehicle, he/she is to exit the vehicle to ensure that there are no obstacles or persons behind the vehicle.
- If driver has to back over a distance longer than 30 feet, vehicle must be stopped and surroundings surveyed again to ensure that area behind vehicle is still clear for driver to proceed backing.
- 7. Cameras are to be fully operational before leaving the facility to conduct operations.
- If camera is mounted and not operational, truck is considered inoperable and is not to leave the premises. Drivers are to notify supervisor and proceed to Fleet maintenance for repairs.
- 9. Camera visibility and resolution must be clear behind the vehicle to 50 feet.
- 10. Cameras are video only and do not require audio.

PINCH POINTS

- Pinch point areas are encountered mainly at the transfer station when cleaning out trap doors and occasionally on route when debris has fallen near the container that has been serviced or behind the mechanical arm.
- 2. Before the driver enters the pinch point areas of the hydraulically powered arm of the truck, the arm must be extended if at the transfer station and fully stowed if on route with vehicle shut off.
- Drivers are to shut the engine off and deactivate the Power Take off (PTO) before exiting the cab of the truck.
- After the truck has been shut off and PTO deactivated, driver must proceed to the battery disconnect switch and move it to the off position
- 5. Driver will then open the trap doors located on both sides of the truck.
- With trap doors open, retrieve the metal hoe from mounted tool rack and clean out trap doors.
- 7. Once trap doors are free of fallen debris, replaced metal hoe and latch trap doors.
- 8. With trap door turn battery disconnect switch to on position and reenter cab of truck.
- After dumping the truck pull forward, place truck in neutral, set park brake, extend the hydraulic arm and shut truck off.
- 10. After driver has re-entered the cab, truck can be started and Power take off engaged.

- 11. Once the Power take off has been engaged, lower the tailgate, retrieve the extended arm and exit the transfer station.
- 12. Once all procedures have been followed, driver may enter pinch point areas to remove debris.

DUMPING AT THE TRANSFER STATION

- After crossing the weigh scales the driver shall position the truck on the pad outside the open area in front of the transfer station, place vehicle in neutral and set parking brake.
- 2. Driver is to ensure that moving equipment, other trucks, and ground workers are not in direct path of entrance to transfer station before moving the truck.
- In the event heavy equipment is being operated in the proximity of the dumping area, driver shall not move truck until equipment has been located away from dumping area.
- 4. Once truck is safely backed into the dumping area, place truck in neutral, unlatch tailgate, raise it to the maximum height and eject refuse.
- After dumping the truck, pull forward, place truck in neutral, set park brake, extend the hydraulic arm and shut truck off.
- 6. Open the trap doors that are located on both sides of the vehicle and use the cleanout tool to remove debris that has fallen into the trap.
- 7. Once trap doors have been cleaned out, shut trap doors, and replace the cleanout tool on mounted rack before re-entering the cab of the truck.

FORMS, RECORDS, AND RECORD RETENTION

The Sanitation Safety Checklist and Agreement (Form A) shall be maintained by the Supervisor in a separately labeled binder. Documentation shall be retained for the duration of employment.

Supervisor Safety Observation Form (Form B). Periodic Supervisor observations are maintained with the employee's Sanitation Safety Checklist and Agreement are maintained by the Supervisor.

Pre – Trip Inspection Form (Form C). Completed pre – trip forms are to remain in the vehicle during that work day and returned to the supervisor at the completion of each shift. Supervisor shall keep documentation of Pre – Trip Inspections for 1 year.

Required Safety Meeting Attendance (Form D). Safety meeting attendance records are maintained by the supervisor in the SOP.

REFERENCES

29 CFR 1926.601

Solid Waste Management Association

ANSI Z245.1-1999 American National Standard for Equipment Technology and Operations for Wastes and Recycling Materials-Mobile Wastes and Recycling Collection, Transportation, and Compaction Equipment Safety Requirements

http://refusetrucks.scrantonmfg.com/automated-side-loader/sidewinder-xtr.asp