



Town of Midway
REQUEST FOR PROPOSALS
SOLID WASTE/RECYCLING COLLECTION SERVICES

Point of Contact:

Brock Hall, Town Manager

426 Gumtree Rd.

Winston-Salem, NC 27107

Phone: 336-764-5455

Email: bhall@midway-nc.gov

Date: November 4, 2025

DEADLINE FOR SUBMISSION OF PROPOSALS:

November 28, 2025, at 5pm

REQUEST FOR PROPOSALS (RFP)
SOLID WASTE COLLECTION SERVICES
PROPOSAL RESPONSE FORM

THIS PROPOSAL IS SUBMITTED TO THE TOWN OF MIDWAY FOR SOLID WASTE COLLECTION SERVICES BY:

FIRM NAME: _____

ADDRESS: _____

_____ ZIP _____

TELEPHONE: _____

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE

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

PRINTED NAME

DATE

FIVE (5) YEAR TERM COST / FEE PROPOSAL FORM

Proposers Name: _____

Solid Waste Services

Proposer must fill in all proposed pricing. Prices are for all services identified within the RFP. All unit prices shall be rounded to the nearest cent. Unit numbers provided are for evaluation purposes only; the Town makes no guarantee as to the number of units to be serviced. **Prior to contract execution a final unit count will be established.**

2026-2027 Estimated Numbers:

Residential House Count: approximately: 2000
Commercial Front Load Cans: 2

<u>Cost Breakdown</u>	Monthly Cost
Household Waste-Weekly Pickup (1-95 gallon bin)	
Household Recycling-Weekly Pickup (1-95 gallon bin)	
Front Load Cans (one pickup per week)	
Additional proposed costs	
Tipping/MRF Fees to be billed to the Town	
Totals	

Town of Midway

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(1) INTRODUCTION AND BACKGROUND

The Town of Midway ("Town") is seeking a qualified contractor to perform municipal solid waste collection ("MSW") services and undertake other obligations set forth in this Request for Proposals ("RFP"). The Town intends to provide curbside, limited back/side door, solid waste, recycling material, and other specified services for its residents. These include single family residential properties, duplexes, and town homes but not condominiums, apartment units, or other multifamily homes. Respondents to this RFP (each a "Proposer" or "Contractor") will be bound through a contract (the "Contract") to the terms and conditions of this full RFP. The Contract shall be acceptable to the Town in its sole discretion and shall contain terms and conditions substantially similar to those set forth in the RFP (see Appendix A). Any proposed revisions to the RFP or to the terms in Appendix A must be submitted as part of the Proposer's proposal and must be clearly marked or listed as revisions to the RFP. The Town may reject any proposed revision to the RFP or declare the proposal nonresponsive if the Town determines that the proposed revisions constitute a material change to the RFP's service or performance requirements. Material revisions to RFP response after the proposal submission deadline will not be considered.

Currently, the Town provides solid waste collection and related services to residents through a private sector solid waste management company. The Town is located within Davidson County, North Carolina. The 2023 house count estimates totaled 1,997 addresses. Solid Waste and Recyclables are collected weekly from all producers currently through 95-gallon carts (MSW) and 95-gallon bins (recycling).

The successful Proposer will be required to perform those services set forth in the RFP. Proposers are responsible for familiarizing themselves with the Service Requirements and the Service Locations. Proposers are solely responsible for inspecting / reviewing locations prior to submitting a response to the RFP to be fully aware of the scope of services required. Failure to inspect or conduct other due diligence will not relieve the successful Proposer from performing in accordance with this RFP.

a. Request for Proposal (RFP) TERMS AND FORMALITIES

1.1 Proposal Overview.

This RFP requires a Proposal that addresses MSW Services. The successful Proposer must include all facilities, labor, materials, equipment, and supplies to perform the Services as specified in this RFP.

This RFP is comprised of the base RFP and documents those exhibits incorporated herein, and any addenda released before Contract award. All exhibits and addenda released for this RFP in advance of any contract award will be incorporated herein by reference. By submitting a proposal, the Proposer agrees to meet all terms and conditions stated in this RFP and within the Sample Contract form (Appendix (A)).

1.2 ***Term of Contract: (Five (5) Year Term).***

It is the Town's intent to enter into a single, exclusive solid waste services agreement ("Contract") with a selected Proposer to provide the MSW services, as set forth in this RFP. The Town will award the Contract to the Proposer the Town determines to be in the best interests of the Town. The Town intends to enter into a Contract with one approximate five (5) year term.

The term of the agreement shall commence on May 1, 2026, and shall terminate on June 30, 2031 (the "initial term") unless the agreement is terminated earlier by Town Council as herein provided. This agreement may be renewed for two (2) or more successive two (2) year terms (the "renewal terms") upon mutual agreement of the parties at the rates contained herein (as may be adjusted provided herein) no less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term. The terms and conditions of this agreement may be modified upon mutual consent in writing of both the Contractor and the Town.

1.3 ***General Scope of RFP.***

1.3.1 This RFP serves two functions: (1) to advise potential Proposers of the Town's needs and expectations; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the RFP shall be enforceable as contract terms in accordance with the Contract award. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions.

1.3.2 In determining whether proposals should be evaluated or rejected, the Town will take into consideration the degree to which Proposers have proposed or failed to propose solutions that will satisfy the Town's needs as described in this RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Proposer from consideration. However, failure to comply with any single requirement may result in the Town exercising its discretion to reject a proposal in its entirety.

1.4 ***Questions, Corrections, and Addenda to the RFP/ Pre-Proposal Meeting.***

All questions regarding this RFP, the Services identified herein, or any request for additional data or information must be submitted in writing by November 21, 2025, at 5:00 pm. All questions **must** be sent via email to the Town Manager, Brock Hall at the following address: bhall@midway-nc.gov. All official RFP addendums and/or corrections will be posted on the Town website <https://midway-nc.gov/>.

All Proposers may attend a pre-proposal meeting to discuss any submitted questions and provide answers. The pre-proposal meeting will be conducted in person at 10:00 am at Town Hall located at 426 Gumtree Rd. Winston-Salem, NC 27107 on November 12, 2025.

1.5 ***Submission of Proposal & Schedule.***

Deadline for Submission of Proposals: November 28, 2025 at 5:00 PM

Proposals must be sealed, appropriately marked and submitted in hard copy or electronically.

Proposals must be addressed as follows:

*PROPOSAL: Residential Solid Waste Services
Town of Midway
Attn. Brock Hall, Town Manager
426 Gumtree Rd.
Winston-Salem, NC 27107*

Electronic submittals must be emailed to bhall@midway-nc.gov.

All proposals must be physically delivered to the office address listed above or received via email on or before the proposal deadline regardless of the method of delivery. All risk of late arrival due to unanticipated delay, whether delivered by hand, U.S. Postal Service, courier or other delivery service, is entirely on the Proposer. Any proposal received after the proposal submission deadline will be rejected.

For hard copies, please submit three (3) sets of signed, original proposals.

Proposers are to submit written proposals which present the firm's qualifications and understanding of the Service Requirements. The proposal should be prepared simply and economically and should provide all the information which the Proposer considers pertinent to its proposal and qualifications for the project. Emphasis should be placed on completeness of services offered and clarity of content. **Proposals should not exceed fifteen (15) pages total.**

Request for Proposals (RFP) Timeline

Proposal Release Date:	November 4, 2025
Pre-Proposal Meeting:	November 12, 2023
Questions Due:	November 21, 2025
Addendum Issued (if applicable):	As needed
Proposals Due:	November 28, 2025, at 5 pm
Proposal Opening:	December 1, 2025, at 9 am
Presentation to Council for consideration	December 1, 2025, at 7 pm
Contract Work Begins	May 1, 2026

1.6 Pricing.

Proposal price shall constitute the total cost to the Town for complete performance in accordance with the requirements and specifications herein, including all applicable charges related to handling, administrative and other similar fees. Proposer shall not invoice for any amounts not specifically allowed for in this RFP and the Contract. Proposer's pricing structure must be included in Proposer's response to this RFP.

1.6.1 Pricing and Invoicing: Additional Services

Additional Services: Residents and the Town may request additional services that exceed the Town provided services (example: extra carts). The Proposer

pricing structure and rates for subscription of additional requested services shall be at the established Town rates/prices. The additional subscription services requested shall be invoiced/billed by the Proposer directly to the requestor whether it be a resident or the Town.

1.7 *Route Audit.*

Within the first sixty (60) day period of the contract, the Proposer shall perform a comprehensive route audit for all areas served. The route audit will include:

- Physical Addresses for All Service Locations
- Collection day schedule

1.8 *Proposer Due Diligence.*

1.8.1 It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work from the Town or through its own independent assessment.

1.8.2 The failure or omission of any Proposer to receive or examine any form, instrument, addendum, or other document, or to acquaint themselves with existing conditions, shall in no way relieve the Proposer of any obligations with respect to this RFP. Proposers shall make their own determination as to conditions under which the Services will be provided, and each shall assume all risk and responsibility and shall complete the work in and under conditions the Proposer may encounter or create, without extra cost to the Town.

1.9 *Legal Compliance.*

All applicable North Carolina laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Services, as amended from time to time, shall apply to this RFP and the Contract throughout, and they will be deemed to be included in this RFP and the Contract as though written out in full in the Contract.

1.10 *Non-Discrimination.*

The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated equitably during employment without regard to their race, color, religion, sex, age, disability or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.11 *Modification or Withdrawal of Proposal.*

A Proposer may withdraw a proposal by written notice to the proposal submission address prior to the proposal submission deadline. A Proposer may not withdraw or modify its proposal after the proposal submission deadline.

1.12 Trade Secrets.

The Town will maintain confidential trade secrets that the Proposer does not wish disclosed only to the extent allowed by N.C. law, including without limitation North Carolina G.S. §§ 66-152 and 132-1.2 et seq.

1.12.1 Cost information shall not be deemed confidential under any circumstances. Regardless of what a Proposer may mark, indicate or label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with North Carolina G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Proposer that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under North Carolina G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential as much as possible.

1.13 Prohibited Communications.

During the time the procurement is active - from the date the RFP is issued through the date the Contract is awarded - each Proposer submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside the Town (including elected officials and the Town's contracted consultants) if the communication refers to the content of Proposer's proposal or qualifications, the contents of another Proposer's proposal, another Proposer's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract.

1.13.1 A Proposer not in compliance with this provision shall be disqualified from contract award, unless it is determined in the Town Manager's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of Town would not be served by the disqualification. A Proposer may be disqualified if its subcontractor and supplier engage in any of the foregoing communications during the time that the procurement is active. Only those discussions, communications or transmittals of information authorized or initiated by the Town for this RFP or general inquiries directed to the Town regarding status of the RFP (prior to proposal submission) or the status of the Contract award (after submission) are excepted from this provision.

1.14 Pre-Contract Expenses.

In no event shall the Town be liable for any expenses incurred in the preparation of a Proposer's proposal or any other expenses incurred prior to execution of a Contract by both parties.

1.15 ***Proposer's Warranties and Representations.***

- 1.15.1 Proposer warrants and represents that it will provide qualified personnel to provide Services under the Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry.
- 1.15.2 Proposer represents that it can fully furnish all its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Proposer to provide and deliver the Services.
- 1.15.3 Proposer warrants and represents that it has not and will not enter any agreement with a third party that may abridge any rights of the Town under this RFP or the Contract.
- 1.15.4 Proposer warrants and represents that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Proposer has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Proposer that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

1.16 ***Disqualification of Contractors.***

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal:

- Evidence of collusion among Contractors.
- Lack of competency as availed by financial statements, experience or equipment statements as submitted or other factors.
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or investigated by the Town.
- Default on a previous Town contract for failure to perform.
- Submittal of fraudulent information or misrepresentation of the Contractor's capabilities and experience.

(2) PROPOSAL FORMAT

The proposal consists of three parts and should not exceed fifteen (15) pages:

1. **Proposal Response Form** submitted using the form included in the front of this RFP.
2. **Cost/Fee Proposal Form** submitted using the form included in the front of this RFP.
3. **Technical Proposal** containing the tabs as required below.

Proposers must submit the Proposal Response Form and the Cost/Fee Proposal Form included in the front of this RFP.

(3) TECHNICAL PROPOSAL

The Technical Proposal will be evaluated based on the following tabbed information:

TAB 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 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.

TAB 2 – EXPERIENCE AND PAST PERFORMANCE

Proposer should clearly and succinctly demonstrate its experience in providing the services requested in this RFP. This section of the proposal must, at a minimum, include the following information:

- a) **Qualifications and Resumes:** Proposer should demonstrate the company's qualifications and experience to perform the services specified herein. Proposer should demonstrate that key personnel have 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 Town.
- b) **Service Performance and References:** Proposer should demonstrate its relevant experience successfully providing solid waste, and recyclables roll cart collection, rollout cart management and dumpster services to residential customers. Proposer should provide three (3) references, preferably public-sector customers from North Carolina, for which the Proposer is or has provided services like those required herein. Proposer should provide any additional, relevant information to demonstrate the quality of its services.
- c) **Service Transition History:** Proposer should demonstrate its experience with transitioning into providing collection service to residential customers by supplanting another provider. Proposer should provide any additional, relevant information to demonstrate successful ability to transition services.

Proposer should identify its service transition project manager for the Town. Proposer should demonstrate that the service transition project manager for this Contract has experience providing successful service transitions.

- d) **Non-Performance History:** Proposer should document its past performance history by providing a description of all criminal or civil actions against the Proposer pertaining to solid waste services during the last five (5) years.
- e) **Financial Capability:** 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 the financial information provided is not to the Town's satisfaction, the Town reserves the right to request additional information.
- f) **Previous Experience:** Proposer shall identify if it has previously provided services for the Town, what services have been provided, and the term of such services. Any previous partnership with the Town will be evaluated and considered as part of the qualification criteria.

TAB 3 – SCOPE OF WORK PROPOSAL

Proposer should clearly describe in sufficient detail how it will perform the Services required in this RFP. The Town is looking for proposals that maintain a **high level of customer service** while maximizing efficiency and cost-effectiveness. This section of the proposal should, at a minimum, include the following information:

- a) **Collection Services:** Proposer should explain how it plans to provide collection services at least as comprehensive as those services currently being provided by the Town 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.
- b) **Customer Service:** Proposer should explain how it plans to maintain customer service and satisfaction throughout the Contract term, including the ability to submit the requested daily and monthly reports and supply of cans.
- c) **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, delivering carts, etc.
- d) **Information Management:** Proposers should describe in detail how it plans to record, manage, and report information.

- e) **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 subcontractors it intends to employ and describe the specific work that would be performed by each subcontractor.

The Proposer is encouraged to provide additional information that the Town should consider to accomplish its objectives.

(4) SELECTION PROCESS

- 4.1 The award will be made to the Proposer submitting the proposal which is in the best interest of the Town. The Town Council must approve the offer of a contract, though the Town Manager will be the prime point of contact for the Town during contract discussions with the Proposer leading up to the contract award by the Town Council.
- 4.2 After the Town Manager has considered all proposals, he will rank the Proposers in the order of their ability to deliver the required level of service to the Town at a fair price. The Town Manager will then begin contract discussions with the Proposer with the highest rank. If those discussions are not successful, the Town Manager will begin contract discussions with the Proposer who ranks the next highest. This process will continue until the Town Manager is ready to make a recommendation to the Town Council to award a contract to a Proposer.
- 4.3 In the event all proposals exceed the Town's budget for the service, the Town reserves the right to modify the terms of the RFP during contract discussions in an effort to enter a contract that will provide the essence of the Town's requirements for MSW collection, hauling and disposal within its budget. Additionally, if the Town and selected contractor mutually agree, terms of the RFP may be modified to accomplish cost savings or improved efficiencies.

(5) SERVICE REQUIREMENTS

Proposer shall provide the collection services (as determined by the Town) described below within the Service Area in accordance with this RFP and the final Contract.

5.1 *The Service Area*

Defined by the Town's Municipal Boundaries.

5.2 *Collection Services*

Proposer shall provide the following services as designated by the Town:

- Residential MSW Collection – Weekly
- Residential Solid Waste & Recycling Back Door Service – (locations as identified by the Town) - Weekly
- Residential Recycling Collection – Weekly

- Dumpster rental and trash collections for Town Hall/Park and Midway Fire Department.
- Other services as agreed upon by both parties as needed depending on availability

5.3 ***Residential MSW Collection-Weekly***

Proposer shall provide weekly curbside collection service of MSW to Residential Units (containerized trash) 96-gallon capacity roll-out cart owned by the contractor located within the Service Area. Proposer shall provide and utilize appropriate collection equipment to collect and deliver MSW to the designated landfill disposal facility.

The MSW Rollout cart, bags or trash containers must be placed curbside or no more than five (5) feet from the street or alley.

The Contractor shall exercise all reasonable care and diligence to ensure that Roll- Out and Recyclables Carts are not damaged by its collection vehicles while providing collection service.

5.4 ***Provision & Maintenance of Roll Out Carts and Recycling Carts***

Except as otherwise provided for in this Agreement, the Provider will be responsible for delivering Roll-Out and Recyclables Carts/bins to Customers and delivering replacement Roll-Out and Recyclables Carts/bins for those which are lost, stolen, damaged, or worn beyond their useful life.

5.5 ***Service to Elderly, Injured, Ill, or Handicapped.***

Proposer shall provide Back/Side Door Collection service for MSW and recycling for residents unable to place containers curbside at no additional cost. These residents will be identified and approved by the Town and will consist of not more than five (5) % of total residences.

5.6 ***Dumpster Service for Municipal Solid Waste***

The Proposer will rent dumpsters to the Town at rates and locations specified in the contract. Only dumpsters approved by the Town shall be used by the Proposer in providing collection services.

Proposer will empty dumpsters on a weekly schedule.

5.7 ***Residential Recycling Collection – Weekly***

Proposer shall provide curbside collection service of recyclables to Residential Units located within the Service Area. Contractor shall provide and utilize appropriate collection equipment to collect and deliver Recyclables to the designated recycling facility.

The recycling containers must be placed curbside or no more than five (5) feet from the street or alley.

5.8 ***Minimize Contamination of Recyclables***

Proposer also shall exert its best efforts to minimize contamination of recyclables by cooperating with the Town to educate and inform customers concerning acceptable recyclables; by exercising reasonable care to avoid collecting contaminated recyclables; and by properly notifying customers and the Town when contaminated recyclables are set out by a customer. The Town's authorized representative may from time to time amend the list of acceptable recyclables.

5.9 ***Non-Collection Recycling***

Proposer shall not be required to collect any Recyclable Materials that are not placed in recycling containers. In the event of non-collection, Proposer shall affix to the recycling container, a Non-Collection Notice explaining why Collection was not made. Proposer shall maintain a record of the address of any Residential / Business Curbside Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, and such information is to be provided to the Town.

5.10 ***Service Modifications and Associated Charges/Fees***

The Proposer shall not make any Service Modifications to any services within this Proposal. Any modifications to the service levels which would be billable to the Town must have prior approval of the Town.

The Town shall not be invoiced for any additional services without prior written approval.

5.11 ***Routes and Schedules***

Collection routes shall be established to ensure that Solid Waste and Recyclables collected pursuant to the RFP and Contract are accomplished weekly.

Collection routes shall be established to ensure that Solid Waste and Recyclables collected pursuant to the Contract **are not** comingled with any other jurisdictions.

Proposer shall provide the Town with schedules of collection routes in map, available and text formats (printed and electronic versions), with addresses and services provided, no later than one (1) month prior to the Contract Commencement Date.

Proposer shall inform the Town in writing at least **sixty (60) days** in advance of any proposed changes to routes or schedules during the term of the Contract.

In the event that changes in routes or schedules alter the day of pickup, the Proposer shall notify each customer affected by the change with a Town-approved printed announcement at least thirty (30) days prior to the effective date of the change and each week up to the day of change (example to be used: door hangers). The Contractor shall be responsible for the full cost and provision of notification to all residents affected by any change in routes or collection schedules, which has been approved by the Town, which alters the day of collection. The Contractor shall submit a notification plan for the Town's review and approval, at the time of submittal of any request for collection day changes. The notification plan shall outline the process recommended by the Contractor.

Such notice shall include the reason for the change and a Contractor telephone number and e-mail address to contact if further information is desired.

5.12 ***Route Order***

The Contractor shall always collect each route in the order approved by the Town. Route maps are used by the Town to document and monitor areas to be collected in order to provide good customer service to the public and to respond to Customer complaints and reported collection misses. Should there be an equipment failure reported to the Town, the Contractor may request authorization from the Town for a temporary route change.

5.13 ***Hours of Collection & Holidays***

Proposer shall provide all specified residential collection services between the hours of 6:00 a.m. and 6:30 p.m. All routes shall be completed on the regular service day, unless the Proposer has notified the Town that conditions, including weather, make collection at the scheduled time impossible and receives approval to extend the hours of collection. A route shall be deemed **incomplete if two percent (2%)** or more of the customers on the route did not receive regularly scheduled collection services.

Proposer shall determine Holiday Schedule with make-up holiday collections on the off-day or on another day within the same week as the holiday according to Town directive. When two holidays fall within the same week, make-up holiday collections must be scheduled to provide customers with at least one (1) collection weekly.

Contractor shall provide adequate resources to collect the increased holiday waste loads during the weeks following the Christmas and the New Year holidays. In the event of a delay by the Contractor, the contractor shall collect extra bags of refuse placed outside the roll out carts.

In the event of an emergency, collection services may be scheduled at times not otherwise permitted, provided the Proposer has received prior written approval from the Town.

5.14 ***Vehicles***

Proposer shall provide an adequate number of vehicles that are compatible (in size and weight) with, and appropriate for, the areas where such vehicles are to be utilized to collect Solid Waste, and Recyclables as specified herein. Vehicles shall comply with the following specifications:

- (1) All vehicles required to provide the services specified herein shall be on hand and in good working order.
- (2) All of the Proposer's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's hopper area during loading and transport operations.
- (3) All vehicles shall be kept in clean condition at all times.

- (4) All vehicles shall be licensed in the State of North Carolina and shall operate in compliance with all applicable state, federal, and municipal regulations.
- (5) All vehicles shall be manufactured and maintained to conform to ANSI Standard Z245.1.
- (6) Collection vehicles shall be painted a uniform color and exterior paint and markings must be kept in good condition.
- (7) Each vehicle shall be serially numbered in lettering at least five (5) inches high and shall also bear the name and phone number of the Proposer plainly visible on both sides of the vehicle.
- (8) All vehicles shall be sufficiently secured so as to prevent littering of any material and leakage of fluid. No vehicles shall be willfully overloaded.
- (9) Each vehicle shall be equipped at all times with all safety supplies, equipment, and first aid supplies required by Applicable Law; fire extinguisher; heavy-duty broom, rake, and large dustpan; spill response kit; audible back-up warning device.
- (10) Only advertising approved by the Town for promoting the collection programs shall be permitted on vehicles.

Proposer shall also have on-hand and shall maintain sufficient reserve collection vehicles. The use of reserve vehicles shall include, but not be limited to, occasions when frontline vehicles are out of service, or when unanticipated delays will prevent frontline vehicles from completing the collection route(s) within the established hours of collection. Reserve vehicles shall be in service within two (2) hours of any breakdown or delay of frontline vehicles. Reserve vehicles shall be similar in size and capacity.

The Town reserves the right during the term of the Contract, with reasonable notice to the Proposer, to inspect the Proposer's service facility and vehicles providing services to the Town under the Contract.

The Town shall not be liable to Contractor for any damage to Contractor's collection vehicles or injury to Contractor's personnel, or any other damage or injury.

5.15 General Requirements

Proposer shall be responsible for providing high quality service to all customers and the Town. The Proposer shall coordinate with the Town to ensure that high quality service is maintained throughout the term of the Contract, including regular meetings with the Town Manager or his/her designees as requested by the Town.

Proposer shall collect MSW and Recyclables separate from each other and shall not combine loads of different material types.

The Town shall be responsible for all disposal and processing costs at approved landfills and recycling facilities based upon adequate documentation in the form of weight tickets.

The Town will not pay for any waste or recycling collected outside of the Town Limits or approved service areas in accordance with the agreement.

Proposer's employees shall make collections with minimum noise and disturbance to residents, businesses as possible, shall always be courteous, and shall not use loud or profane language.

Proposer shall exercise all reasonable care and diligence in the collection process.

- Rollout Carts or Containers shall be completely emptied.
- Rollout Carts or Containers placed in an upright position at the point where collected.
- Rollout Carts or Containers shall not block driveway access.
- Rollout Carts or Containers shall not block or cause obstruction to sidewalks.
- Rollout Cart or Containers shall be set upright with lids closed if available.

Proposer's employees shall follow established walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property lines to the adjoining property, and shall not disturb or tamper with property not connected with their contractual duties.

Proposer's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

Proposer acknowledges that collection points on right-of-ways are frequently co-located with utility easements. Therefore, particular attention shall be given to the location of mailboxes, water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use the easement does not abrogate Proposer's responsibility to exercise caution in relationship to the property of other authorized users.

Proposer shall promptly repair or have repaired at no cost to the Town or to the property owner any damage caused by its operations. If such repairs are made by or at the direction of the Town or property owner, the Proposer shall reimburse the Town or property owner for such repairs. The Town Manager shall be notified immediately of any property damage. The Contractor shall retain full responsibility for all claims of damage to private property caused by the negligence or willful misconduct of the Contractor.

Proposer shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection and transport of materials shall occur. During transportation, all collected materials shall be contained, tied, or enclosed to prevent leaking, spilling, and blowing.

In the event of any confirmed spillage/leakage/blowing from a Proposer's vehicle, Proposer shall immediately, at least by the end of the same day, clean up all spillage/leakage/blowing at no cost to the Town. Proposer is fully responsible for remediating such spills, leaks, or blown materials pursuant to local, state and federal regulatory standards and to the satisfaction of the Town Manager up to and including resealing or resurfacing the roadway depending on the severity of the damage. If the Proposer can satisfactorily prove to the Town Manager that the responsibility for the spillage/leakage/blowing belongs to a third party not under the control or direction of Proposer, then Proposer will not be responsible for the cleanup.

Proposer shall use competent, qualified, sober, drug-free personnel to provide collection services pursuant to this Agreement. Employees shall adhere to no smoking policy while performing services for the Town. Proposer shall devote sufficient personnel, time, and attention to its operations to ensure that its performance will be satisfactory to the Town. The Contractor shall not employ any person who engages in material misconduct or is incompetent or negligent in the due and proper performance of his or her duties under this Agreement. The Contractor shall furnish such supervision, labor, and equipment as is considered necessary for the fulfillment of the services in an acceptable manner at a satisfactory rate of progress.

Proposer's employees shall wear company uniforms clearly labeled with the name of the Proposer and the employee. Employees shall wear shirts at all times, but when weather conditions so require, employees may wear t-shirts with the Proposer's logo prominently displayed. In lieu of uniforms, temporary or leased labor may wear brightly colored safety vests with the Proposer's logo prominently displayed. Clothing will be as neat and clean as circumstances reasonably permit.

All of Proposer's employees shall be qualified and appropriately trained for the tasks assigned to them. Proposer shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of the Contract and all Applicable Law. The Town has the right to review Proposer's training records.

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Commercial Driver's License issued by the State of North Carolina for the class appropriate to the weight of the vehicle being driven. The Town reserves the right to require the Contractor to provide proof of compliance with federal laws regarding Commercial Driver's Licenses, specifically information regarding drug testing.

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

Proposer shall obtain, at its own expense, all permits and licenses required by Applicable Law and maintain same in full force and effect. Any revocation of Proposer's licenses or permits shall be reported to the Town's authorized representative within three (3) business days.

The Contractor shall immediately notify the Town Manager of all vehicular accidents in which there is serious personal injury or a fatality.

5.16 *Collection Impediments*

A number of collection impediments may require special effort by the Contractor to provide collection service. Collection impediments of any type, in any portion of the Service Area including streets and alleys, shall not result in disruption of collection service. When conditions require special efforts to complete collection service, the Contractor shall make these additional efforts at no additional cost to the Town.

5.17 *Customer Service Standards*

Proposer shall be responsible for providing the highest quality service to all customers under the provisions of the Contract. Proposer shall promptly resolve all complaints, received from the customer or from the Town, no later than close of the next business day. When a complaint is received on a Saturday or the day preceding a holiday, it shall be resolved by the Proposer no later than close of the next business day.

Proposer's office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to inquiries, issues, and complaints by the next business day. Proposer's office staff shall be familiar with the Town and Proposer's obligations under the Contract.

Proposer shall provide to the Town a contact person's email address and cell phone number to whom the Town can report issues.

Proposer shall establish a process, subject to Town Manager approval, for receiving and handling emergency calls, both during and after normal operating hours. Contact information for supervisory contacts shall be maintained and updated regularly with the Town Manager.

5.18 *Recordkeeping and Reporting*

Proposer shall provide the Town with information and records adequate to determine any information required by the Town, County, or the State of North Carolina to satisfy requirements of the Solid Waste Management Act or to obtain grant funds from the State of North Carolina or other similar funding sources.

Proposer shall provide any additional information or reports as requested by the Town Manager to monitor Proposer's performance or the Town's Solid Waste and Recycling programs.

5.19 *Designated Facilities*

Proposer shall deliver all MSW collected to an approved facility.

Proposer shall deliver all Recyclables collected pursuant to this Contract to an approved facility.

5.20 *Transition in Service Plan*

Proposer is responsible for providing a smooth transition in services from the current provider. The selected Proposer shall minimize inconvenience to all customers served. To accomplish this objective, the Proposer shall submit a Transition Plan to the Town no later than fifteen (15) calendar days following the execution of the contract. The plan shall include a detailed description of how implementation of the Proposer's collection services will be accomplished and must meet the approval of the Town Manager.

5.21 *Payments*

The Town shall pay the Proposer, in accordance with this Section, for all collection and other services performed, less any deductions provided in the Contract.

Prior to contract execution, a final count of customer units shall be performed. Thereafter, the Proposer shall annually review and reconcile the "Customer Count Units" no later than January 31 of each year of the contract. The reconciled number of units will commence in the following contract year, beginning with the on the billing statement for July.

The unit prices set forth in the Proposer's response shall apply to all services rendered by the Proposer, subject to adjustment only in accordance with the Contract.

Consumer Price Index Adjustment: On July 1 of each subsequent year during the Term, the unit prices for services billed to the Town will be adjusted (an increase or decrease) based on the percentage increase or decrease in the Consumer Price Index for all Urban Consumers (CPI-U): US City Average, By Detailed Expense Category – Water and Sewer and Trash Collection Services (seasonally adjusted) in the previous year; provided, however, that the percentage adjustment shall not exceed an increase of more than three percent (3.0%). For budgeting purposes, the Proposer shall provide notice to the Town of the amount of the CPI adjustments for the prospective contract year not later than March 31 of each year. Failure to timely provide notice of CPI adjustments shall preclude an increase of rates but shall not preclude a decrease in rates.

Adjustments for Changes in Service: The Town shall have the right, at its discretion and following at least 180 days' written notice to the Proposer, to change the frequency of collection services and, in such event, the Proposer agrees to negotiate in good faith with the Town to adjust the price for collection services commensurate with such changes in service level.

Extraordinary Rate Adjustment: Proposer may petition the Town for an adjustment of unit prices on the basis of extraordinary or unusual changes in the cost of operations that could reasonably be foreseen by a prudent Proposer. The Proposer's request shall contain substantial evidence and justification to support the need for the price adjustment and shall be submitted to the Town Manager. The Town Manager may request from the Proposer, and the Proposer shall so provide, all information as may reasonably be necessary, as determined by the Town, to make a determination of the validity of the request. The Town Manager may deny the request, in whole or in part in its sole discretion.

Submittal of Proper Invoices: The Proposer shall submit an original invoice (or electronic invoice, if authorized), by the 25th of each month for services rendered during the previous month, to the following address:

Town of Midway
426 Gumtree Rd.
Winston-Salem, NC 27107
Attn: Town Manager

The Invoice must include:

- Name and address of the Proposer.
- Invoice date.
- Copies of all Scale Tickets (MSW and Recyclables)
- Any Additions or Deletions of Services

- Invoice number (Proposer is encouraged to assign identification number);
- Contract number.
- Contract line-item number, including description, quantity, unit of measure, unit price and extended price of the item.
- Name and address of official to whom payment is to be sent.
- Federal Identification Number.

All waste collected shall be accepted by and unloaded at a facility that is approved and permitted by the State of North Carolina. The Contractor shall accept title to the collected MSW, and recycling materials upon collection and placement into the Contractor's collection vehicles until deposited at the approved designated facility.

(6) INSURANCE

The Contractor shall at all times during the contract maintain in full force and effect employers' liability, workers' compensation, public liability, and property damage insurance, including contractual liability. The Town shall be named as an additional insured. Prior to commencement of work the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at that time. In the event of cancellation or material change in a policy affecting the certificate holder, notice will be given to the certificate holders as soon as possible."

For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>	
Workers' Compensation	Statutory	
Employer's Liability	Each Accident	\$1,000,000
	Disease-Policy Limit	\$1,000,000
	Disease-Each Employee	\$1,000,000
Commercial General Liability	Each Occurrence	\$1,000,000
	Aggregate	\$2,000,000
Commercial Automobile Liability	Each Occurrence	\$1,000,000
Umbrella Excess Liability	Each Occurrence	\$5,000,000