

**Addendum #1:** Immediately below are responses to questions received regarding the RFP. Further below, edits to the RFP are in red text with yellow highlights.

1. Under “Base Bid” second bullet point, what is considered the “Approved Containers” for yard waste?
  - a. Answer: “Approved containers” refers to the standard trash container provided by the vendor.
2. A number of questions have revolved around the exact number, size, and frequency of service for town facility dumpsters.
  - a. Answer: Instead of providing those exact specifications, we are asking respondents to simply denote the cost of service for each size of dumpster. This allows us to adjust quantity, size, and frequency of pick-up over the course of the contract and know exactly our increased or decreased costs. However, to provide some context, we currently feature (or anticipate) the following:
    - i. Town Hall Trash: one 4-yard
    - ii. Wastewater Plant: one 4-yard and one 2-yard
    - iii. McCordsville Police Station: one 2-yard (anticipated)
    - iv. Community Center: one 4-yard (anticipated)
    - v. Town Hall Recycle (Alternate): four 8-yard
3. Is renting the cart from the contractor a mandatory requirement?
  - a. Answer: No, you may rent, sell, or provide additional carts directly to residents.
4. When are dates for spring and fall yard waste pickup, and for how long is this service provided?
  - a. Answer: The successful company would have a specific week for yard waste pick-up, once in spring, and once in fall. We have not outlined a specific week this must occur and would anticipate setting the week during contract negotiations.
5. Would the town be willing to extend the 5pm deadline each day to 7pm without authorization, or does authorization from town need to be given if services extend past 5pm due to unforeseen delays?
  - a. Answer: The Town’s hours and days of service are to be from 7:00 am to 5:00pm Monday through Friday. However, we understand that unforeseen circumstances happen (ie. inclement weather, equipment breakdowns, etc). The 30-day to Town and 10-day to resident notification requirements wouldn’t apply to a case of inclement weather, equipment breakdowns, etc that delay service past the 5:00pm deadline. This can be further addressed through contact terms.
6. Would it be possible to get a town map with current scheduled services?
  - a. Yes, the map is now attached to the revised RFP.
7. Will you be providing an E Verify Affidavit and combination/agreement affirmation forms?
  - a. Answer: Form is enclosed.
8. Do you all have a standard pricing form for all of the bidders to respond to, so we are all on the same page as far as pricing goes?
  - a. Answer: We will provide a form by Wednesday, July 24<sup>th</sup>.

9. With this being billed to the city each resident will not have an account number, there will be an online portal set up for the town and its residents specific to the town of McCordsville, will this suffice for the App requested?
  - a. Answer: An online portal is sufficient, but an account number for each residence is required.
10. Bottom of page #6 reads “The bid is to be accompanied by a bid deposit which must be a bond or certified check in an amount which is 10 percent of the contract price.” Is the 10% to be based upon the first-year contract price or 10% of the total sum of the six (6) year contract term? Is there a performance bond requirement? If so, provide the performance bond amount required.
  - a. Answer: Via this addendum we are revising this requiring to be 5% is based upon the total sum of the 6-year contract. There is not a performance bond requirement.
11. Does the Town have the prior year’s annual total tons of residential solid waste, seasonal yard waste, and bulk collected within McCordsville? If so, please provide the annual total collected. What do you mean by residential unit must schedule the bulk item with company? Are residents required to call for a bulk collection pickup currently? If so, are the being charged for the first item now?
  - a. Answer: We do not know the annual tons. We intend for the residents to contact the vendor if they plan to put out a bulk item. Yes, our contract currently requires this. The current contract accounts for one bulk item, per month, to be picked up without an additional fee.
12. Alternate #3: Spring and Fall yard waste pick-up service program. The expected length of time during the Spring and the Fall reads as just one week per season, is that correct? The 15 bags per household limit, is that a weekly setout amount or total per season?
  - a. Answer: Yes, see above, it is just one week in Spring and one week in fall. The 15-bag limit is per pick-up, which in this case is one-week in Spring and one-week in Fall.
13. Is the Town currently being charged a fuel surcharge?
  - a. Answer: Our current contract includes some limited allowances for potential surcharges.

The Town of McCordsville is inviting all interested vendors to provide a bid for professional trash collection and recycling services. Services to begin January 1, 2025.

## **I. Scope of Services.**

The Town seeks to provide comprehensive solid waste and yard waste collection and disposal on a weekly basis for all residential units and municipal facilities; no commercial services requested.

The minimum service area shall be all residential units within the Town's corporate boundaries. The Town of McCordsville is one of Indiana's fastest growing communities. It has a current population of around 12,000 residents and anticipates the population will grow to approximately 20,000 by 2030 based on the projects that have been approved. The Town's current household count is 3,737. There are currently 10 active new subdivisions under construction (approximately 1900 new homes), and 4 additional subdivisions (1400 new homes) going through approval. The Town is willing to provide updated household count numbers every six months to the successful bidder, upon request.

Additionally, the minimum service area shall include the following list of Town facilities, which shall be serviced (at a minimum) once per week, and may be amended during the term of the contract should the Town construct or begin using new facilities:

- Town Hall
- Wastewater Plant
- McCordsville Police Department
- The Community Center.
- Any additional facilities that may come online during the contract period.

Bids should include a set cost per container to the Town to serve each current and added facility during the term at the Town's request for each of the following: four-yard dumpsters, two-yard dumpsters, and toters.

## **II. Term**

The term of the contract resulting from this Request for Proposals is expected to be six (6) years. If both parties agree, there may be an option to extend the contract for two (2) additional one (1) year terms, for a total maximum term of eight (8) years. The parties agree that the awarded contract may be extended for an additional period of up to two (2) years only upon written approval of both parties. The contract shall not provide for automatic renewal.

## **III. Responses**

Proposals must include the following minimum information:

- Provide all relevant work that your company has performed in the last five (5) years that best demonstrates your company's and your proposed key personnel's current qualifications and ability to perform the work, including:
  - Project/services name, location, and summary work including any key personnel proposed in your proposal were involved significantly (had relevant experience/roles) in the work being listed as relevant.
  - Client reference information (name, phone number, email address).

- Specific experience with bulk collection in different types of areas such as alleys and curb collections.
- Provide an operational plan that describes the time frame needed for startup, equipment to be used, a list of the type and number of employees to be used (drivers, rear load helpers, supervisors, mechanics), general daily operational plan, and timeline needed to start performing the Services, including expected start date.
- Other information as you determine necessary or recommend as beneficial to your proposal or the overall success of your company's performance of the Services.
- A pricing list for any services offered to residents above minimum requirements in this Request for Proposals.
- If requested, documents, records, and financial statements sufficient to confirm your company's current financial position, including but not limited to balance sheets and income statements. The documents, records, and financial statements must be specific enough to allow the Town to make a proper determination of your capability to perform the Services.
- A completed E-Verify Affidavit and completed Combination/Agreement Affirmation.

Each proposal shall be signed by an individual duly authorized to execute such documents on the respondent's behalf. A proposal executed by a corporation, joint venture, or other entity with an assumed name shall have the legal and correct name thereof followed by the word "by" and the signature and title of the officer or other person authorized to sign for it.

All proposals shall comply with all conditions, requirements, and specifications contained in this Request for Proposals; any departure may constitute sufficient cause for rejection of a proposal. A respondent's failure to provide all completed documentation and required information may result in its proposal being deemed nonresponsive.

Under Ind. Code § 36-9-30-5.3, the information submitted by a respondent must be sufficiently detailed to permit the Town to evaluate the proposal fairly and equitably. Each proposal is prepared at the cost and expense of the respondent. The respondent shall make no claims for reimbursement for the cost or the expense of proposal preparation.

#### **IV. Proposal Submission**

Proposals in response to this Request for Proposals will be due on or before **1:00 P.M. (EST) on Friday, August 2, 2024**. All proposals must be submitted to Tim Gropp, Town Manager, at 6280 W. 800 N., McCordsville, Indiana. All responses must include at least one (1) printed copy of the respondent's proposal, in addition to at least one (1) electronic copy of the respondent's proposal, on a flash drive or similar storage device. The proposals must be received in a sealed envelope with the following information plainly on the face of the envelope: respondent's name and address; and the statement "Request for Proposals-Solid Waste Collection and Disposal and Recycling Collection Services." Proposals must be submitted in person or by U.S. mail.

Submission of a proposal in response to this Request for Proposals shall constitute an unconditional agreement and acknowledgement by the respondent to be bound by all terms and conditions set forth herein and in any of the documents assembled or referred to in this Request

for Proposals. All aspects of the proposal shall be valid for a period of ninety (90) days following the deadline for the receipt of proposals.

Proposals may be withdrawn in person by a respondent during normal hours of business prior to the submission deadline. No proposal may be withdrawn after the submission deadline, except if provided by law or provided elsewhere in this Request for Proposals.

Bids will be opened at **1:15 P.M. (EST) on Friday, August 2, 2024**, at Town Hall in the Town Council Chambers and will be publicly read aloud at that time. The Public Works Commission will take all bids under review and make a recommendation to send to the McCordsville Town Council at the Public Works Committee August 6, 2024, regularly scheduled meeting. The bid and /or contract will then be considered and awarded at either the August or September Town Council meeting depending on whether additional information is requested. The contract will be awarded to the lowest responsive and responsible bid.

## **V. Base Bid**

The Base Proposal Cost shall be comprised of the following:

- Weekly solid waste collection of one (1) 95–96-gallon container for each residential unit.
  - Option for 64-gallon container if requested by homeowner and cost.
  - The firm cost of each additional container(s) available for rent by resident. The additional container(s) shall be delivered to resident within five (5) days of the residents request for the replacement or additional container. To be billed directly to customer.
  - The cost of each replacement container(s) available for purchase/rent by resident. The replacement or additional container(s) shall be delivered to resident within five (5) days of the residents request for the replacement or additional container. To be billed directly to customer.
- Yard waste may be collected as solid waste in the approved containers.
- Bulk item: one (1) item per month (residential unit must schedule with company); additional items may be picked up for a flat fee.
- Weekly solid waste collection at Town Facilities and services provided at Town Sponsored Events if requested.
  - Bid should include a cost to the Town to serve each current and any added facility during the term.
- The Contractor’s fuel costs must be included in the Base Proposal. No additional surcharges will be accepted.
- All residents will have a specific account number. Access to an online portal or App is preferred.
- Commitment that all holidays shall be communicated annually by the Respondent for the next year no later than December 15 for each year of service.

## **VI. Alternate Proposals**

The Town will accept and consider alternate proposals consistent with the specifications of this Request for Proposals. The costs for these services shall be listed at cost per item per Residential Unit.

- Alternate #1: Recycling bins to be placed at Town Hall or other designated Town facility as determined by Town:
  - Up to four (4) eight-yard dumpsters to be picked up three (3) times a week. (please provide cost per dumpster with minimum three (3).
  - Cost for additional dumpster, if requested by Town during the Term.
  - Cost for additional pick-ups, if requested by Town during the Term.
  - If a cardboard compactor is an option, provide details, specs, and all additional costs.
- Alternate #2: Bi-weekly curbside recycling for all residential units.
  - This shall include a second bin dedicated to recycling for all household.
- Alternate #3: Spring and fall yard waste pick-up to include up to 15 bags per household. Company shall commit to providing a dedicated week in the spring and fall allowing for an additional pick-up for yard waste.
- Alternate #4: Cost of billing performed by company versus Town.

## **VII. Complaints**

- Contractor, not the Town, shall be the first point of contact for all customer complaints.
- Contractor shall receive, investigate, and respond to all complaints received from residents within twenty-four (24) hours after the complaint is received. Any complaint initially received by the Town will be directed to the Contractor's office.
- If a complaint is not either in process of or resolved by the Contractor within twenty-four (24) hours, and where no fault can be found on the complaining Resident's part, as determined in the Town's sole discretion, the Town shall have the right to demand an explanation and/or resolution from the Contractor to its satisfaction, which may include a special collection of Solid Waste, Bulky Items, Yard Waste or recycling.
- If the Contractor disputes a determination made by the Town concerning the lack of fault of a Resident, the Contractor may appeal such determination by notifying the Town within twenty-four (24) hours after such determination is made. Such notification may initially be made by telephone, but then must be followed-up in writing.
- The Contractor shall reimburse the Town for all costs incurred pertaining to correcting a complaint resulting from negligence on the part of the Contractor, including liquidated damages in the amount of Five Thousand Dollars (\$5,000.00), any administrative fees and reasonable attorneys' fees.
- The Contractor shall maintain a daily log of complaints received in a format acceptable to the Town. A copy of the complaints and their resolutions shall be provided to the Town on a monthly basis, and sent to the individual/representative selected by the Town in its sole discretion.
- Any missed pickups of residential refuse will be collected by the Contractor not later than 12:00 p.m. the next business day from notification. Where the collection from a residential unit is inadvertently missed on a day preceding a holiday or weekend, the complaint shall be resolved, and service provided before 12:00 p.m. on the next day that the Contractor is providing services.

## **VIII. Contact Person**

The Contractor shall designate to the Town, in writing, a contact person to handle issues relevant to the awarded contract and the services. The awarded contract will outline appropriate notification procedures.

### **IX. Insurance Requirements**

The Contractor shall, as a condition precedent to execution of the awarded contract, purchase and thereafter maintain such insurance as will protect it and the Town from any claims set forth below which may arise out of or result from the Contractor's performance, whether such operations be by the Contractor or by its officers, agents, employees, or by anyone directly or indirectly employed by the Contractor, or by anyone for whose acts it may be liable:

- Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the Services and work;
- Claims for damages because of bodily injury and personal injury, including death; and
- Claims for damage to property.

Certificates of Insurance, naming the Town as an "additional insured", showing such coverage then in force shall be filed with the Town prior to commencement of any Services performed under the contract awarded. These certificates shall be supplemented with blanket-form endorsements providing that coverage afforded under the policies (except Workers Compensation) will not be canceled or non-renewed until at least sixty (60) days prior written notice has been given to the Town.

The Contractor shall be responsible for all deductible amounts due to the required coverage. Notwithstanding any other provision of the contract awarded, the Contractor shall provide all insurance coverage required in this Request for Proposals.

### **X. Miscellaneous**

- The Contractor shall maintain accurate records of the services provided for the Town, which will be provided to the Town upon request.
- The hours and days of Services are to be from 7:00 a.m. to 5:00 p.m. Monday through Friday. Saturday may be used as a make-up day due to weather or holidays if needed. Contractor will use best efforts to avoid main corridor pick-ups during rush hours to be determined in the contract. All scheduled garbage collection shall be provided at least once per week Monday through Friday year-round to all residential units within the Town's corporate boundaries. If curbside recycling is provided it will be bi-weekly.
- The Contractor shall submit routes on collection schedule maps within thirty (30) days of award of a contract with the Town. The Town will provide maps of subdivisions and service area.
- Each truck utilized by the Contractor shall contain a "spill kit." This kit must contain oil dry (50lbs bag) for any hydraulic oil spilled due to hydraulic tank or line failure.
  - Contractor must also provide a hot line phone number for cleanup of this fluid, so it does not drain into a catch basin.
- The Contractor shall maintain the routes as set forth in collection schedule maps. The Contractor shall file updated information as the Town shall deem necessary to reflect the Town's approved changes in the level of service. The Town reserves the right to deny the Contractor's vehicles access to certain streets, alleys, and public ways where it is in the

interest of the general public to do so because of conditions of the streets or bridges, or the nature of development of the general area.

- The Contractor shall notify the Town no less than thirty (30) days in advance of proposed changes of services as set forth in the collection schedule maps. Changes are subject to the Town's approval. The Contractor shall notify residential units of such approved changes in service no less than ten (10) days in advance. The Contractor shall provide the Town with a schedule for distribution of notification. Notification shall be given by newspaper advertisement, handbills, direct mailings, and/or other methods, which must have prior approval of the Town, and which shall be a cost incurred by the Contractor.
- In the event of inclement weather, the Contractor shall immediately notify the Town if it needs to delay scheduled collection. Whenever scheduled collection is delayed due to inclement weather, that day's collection and all the remaining collections for the week will be delayed one day and normally scheduled Friday collections will be made up on Saturday. In the event scheduled collection is delayed for more than one day due to inclement weather or is delayed by more than one day due to inclement weather falling immediately prior to or after a Holiday, the Contractor shall immediately notify the Town and scheduled collection shall be made up as soon as weather permits. The Contractor shall not skip a week of scheduled collection for residential units or Town Facilities regardless of weather conditions or Holidays, unless approved by the Town in writing.
- The Contractor shall make a reasonable effort to contact the manager or owner of a residential unit to remedy the situation if the Contractor is prevented or hindered in the provision of any services required under the awarded contract on any premises. If the Contractor is unable to contact the manager or owner and remedy the situation, it shall notify the Town of the situation at the end of the workday. The Contractor shall maintain a log of each interference with service where the Contractor is prevented or hindered in the provision of solid waste collection services, yard waste collection, or curbside.
- The Contractor shall make a reasonable effort to provide solid waste collection services regardless of a residential unit's deviation from regulations regarding solid waste preparation. The Contractor shall notify the Town and residential unit of the residential unit's repeated or gross mistakes, with such information included in an interference log.

## **XI. Statutory Requirements**

The provisions of Indiana Code § 36-9-30-5.3 shall govern this Request for Proposals and any awarded contract for the exclusive right to collect and dispose of solid waste and to collect and market of residential recyclable materials throughout the Town of McCordsville. Respondents agree to comply with all federal laws, state laws, Town ordinances, and any other applicable laws or regulations pertaining to the provision of the Services.

Under the requirements of IC § 36-1-12-4, each bidder is required to submit under oath with his or her bid: a financial statement; a statement of experience; a proposed plan for performing such work; and the equipment he or she has available for the performance of such work. The bid is to be accompanied by a bid deposit which must be a bond or certified check in an amount which is 5 percent of the contract price. All checks of unsuccessful bidders will be returned upon selection of successful bidders (IC 36-1-12-4.5). Further, an affidavit must be submitted stating that the bidder has not entered into a combination or agreement relative to the price of the bid by the

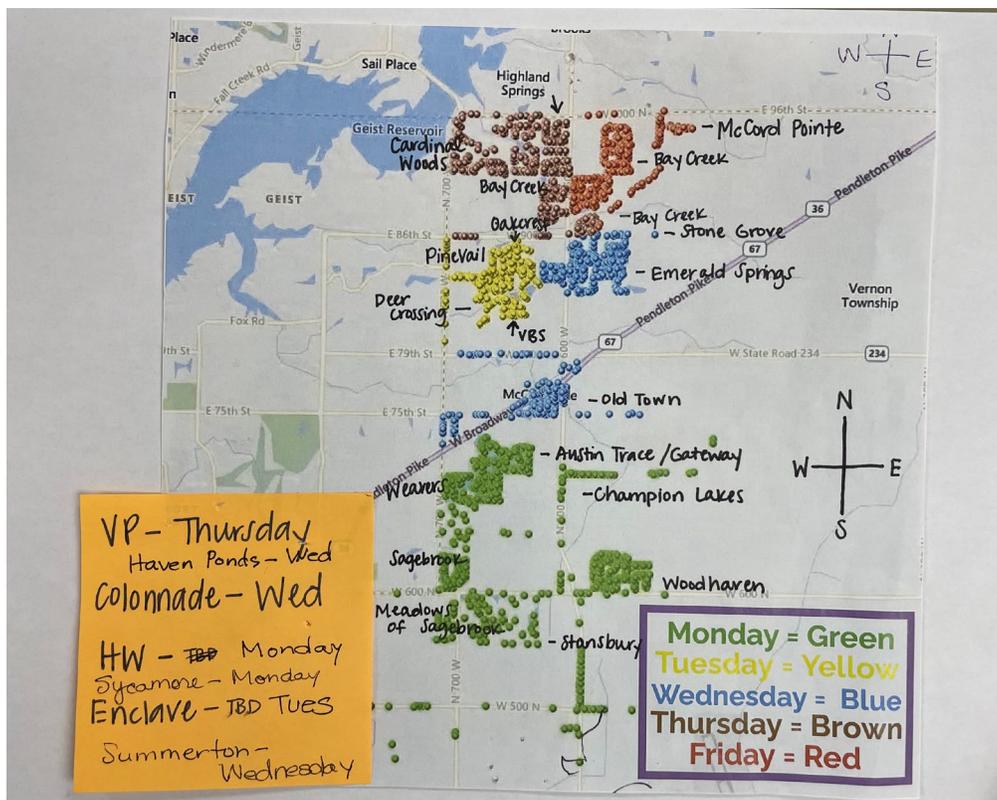
person, to prevent a person from bidding; or to induce a person to refrain from bidding and that the bidders bid is made without reference to any other bid (IC 36-1-12-4(b)12(A)).

Under IC § 22-5-1.7-11, the awarded contract will contain (1) a provision requiring the Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program, and (2) a provision that provides that the Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists. The Contractor must sign an affidavit, and submit it with its proposal, affirming that the Contractor does not knowingly employ an unauthorized alien.

Under IC § 22-9-1-10, the awarded contract will contain a provision requiring the Contractor and its subcontractors not to discriminate against any employee or applicant for employment to be employed in the performance of such contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

Under IC § 5-22-16.5, a person placed on the list of persons engaged in investment activities in Iran shall be considered non-responsible for purposes of submitting a proposal in response to this Request for Proposals.

### Current Schedule Map



**E-Verify Affidavit**

**MANDATORY LANGUAGE FOR ALL CONTRACTS AND  
CONTRACTORS/VENDORS WORKING IN THE TOWN OF McCORDSVILLE  
(adopted Nov. 13, 2012)**

**E-Verify Affidavit:**

Pursuant to Indiana Code 22-5-1.7-11, the Contractor/Vendor entering into a contract with the Town of McCordsville is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. Furthermore, the Contractor/Vendor must obtain written certification from any and all subcontractors that said subcontractors are enrolled in the E-Verify program. The Contractor/Vendor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Contractor/Vendor, being first duly sworn, deposes and states that the Contractor/Vendor does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Town of McCordsville, the undersigned Contractor/Vendor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program. Contractor/Vendor also affirms and warrants that Contractor/Vendor will require any and all subcontractors to certify that said subcontractors are enrolled in the E-Verify program.

**Energy Sector of Iran:**

I certify on behalf of \_\_\_\_\_ (Contractor/Vendor), that it is not a person that engages in investment activities in Iran as set forth in Indiana Code 5-22-16.5-8(1) or (2). I further certify that for the duration of the term of this agreement that the Contractor/Vendor will not engage in investment activities in Iran as more particularly described in IC 5-22-16.5. Furthermore, I hereby certify that Contractor/Vendor does not provided \$20,000,000.00 or more in goods or services to the energy sector of Iran, that Contractor/Vendor is not a financial institution that extends \$20,000,000.00 or more in credit that will provide goods or services to the energy sector of Iran or extends \$20,000,000.00 or more in activities in Iran. I hereby verify under the penalty for perjury that the foregoing statement is true.

**Insurance Limits:**

All non-snow and ice removal contractors will be required to have a minimum one million dollars (\$1,000,000.00) per occurrence liability insurance policy. Any contractor providing snow and ice removal services will be required to have a two million dollars (\$2,000,000.00) per occurrence policy. The Certificate of Insurance must be attached to this document.

Contractor: \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Important – Notary Signature and Seal Required in the space below

STATE OF INDIANA: \_\_\_\_\_ HANCOCK \_\_\_\_\_ COUNTY SS:

Before me, the undersigned, a Notary Public in and for said County,  
This \_\_\_\_\_ day of \_\_\_\_\_ 2012.  
Witness my hand and official seal

\_\_\_\_\_  
(Print) NOTARY PUBLIC EXPIRES \_\_\_\_\_

\_\_\_\_\_  
(Signed) Resident \_\_\_\_\_ Co.