

**Robert C. Edwards**  
Mayor

**Susie Walters**  
Mayor Pro Tem

**Cliff Ogburn**  
Town Manager



**Town of Nags Head**  
Post Office Box 99  
Nags Head, North Carolina  
27959  
Telephone 252-441-5508  
Fax 252-441-0776  
[www.nagsheadnc.gov](http://www.nagsheadnc.gov)

**M. Renée Cahoon**  
Commissioner

**John Ratzenberger**  
Commissioner

**Marvin Demers**  
Commissioner

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # 16-00955

**THIS CONTRACT IS NOT VALID WITHOUT THE REQUIRED ACCOMPANYING/  
CORRESPONDING PURCHASE ORDER**

  
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the 7<sup>th</sup> day of October 2015, by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and Toter LLC, 841 Meacham Road, Statesville, NC. 28677 (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

CONTRACTOR shall supply Four Thousand (4000) 96 Gallon Roll-out recycling carts/containers, fitted with UHF Radio Frequency ID tag (RFID tag), assembled by Supplier, and delivered by Supplier to each of the Town's 4000 Residences (per Option 2 in the BID PROPOSAL). THE SERVICES SHALL BE PROVIDED AS DESCRIBED IN THE REQUEST FOR BID PROPOSAL TITLED, "96 GALLON ROLL-OUT RECYCLING CARTS", AS PREPARED BY TOWN OF NAGS HEAD DEPARTMENT OF PUBLIC WORKS a copy of which is incorporated herein by reference (the "BID PROPOSAL").

Total contract price shall be \$ 207,600.00 (Two Hundred Seven Thousand Six Hundred Dollars and no cents). Price is in accordance with CONTRACTOR'S bid, received on September 15, 2015 (copy attached).

It is mutually agreed by and between the TOWN and CONTRACTOR that the provision of SERVICES under this contract will commence November 1, 2015. The contract completion date shall be January 30, 2016 with time being of the essence. If CONTRACTOR fails to complete the provision of SERVICES under this contract by January 30, 2016 (per Option 2 in the BID PROPOSAL), the TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the sum of \$500.00 shall be due from CONTRACTOR as liquidated damages, and not by way of penalty, for

every day's delay in finishing the provision of SERVICES in excess of the completion date prescribed; and the CONTRACTOR hereby agrees that said sum shall be deducted from monies due the CONTRACTOR under the contract or, if no money is due the CONTRACTOR hereby agrees to pay to the TOWN as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay computed aforesaid.

2. DESCRIPTION OF PROJECT

CONTRACTOR shall:

1. Assemble and distribute containers to each of the Town's 4000 residences at addresses provided by the Town.
2. Scan each RFID tag on each container as it is delivered
3. Provide the Town with a database (in MS Excel Format) of all distributed containers including address, serial number and RFID code
4. Attach to each container instructional/promotional materials provided by Town
5. Container delivery and assembly may be staged so that all containers do not arrive on the same day. However, arrival of containers must not delay completion of container delivery beyond completion date of January 30, 2016.
6. Container delivery shall not begin before 7:00 AM and shall not extend beyond 7:00 PM Monday through Saturday. Sunday delivery or Holiday delivery is prohibited without written authorization from the Town.
7. CONTRACTOR must provide its distribution plan for the TOWN'S approval prior to distributing the carts to the Town's citizens:

The plan must include:

- A. Requirements for staging areas
- B. Anticipated manpower, state contract or in-house labor to be utilized
- C. Anticipated equipment provided by the Supplier
- D. Any services or information provided/required by the Town of Nags Head
- E. Any services or information provided/required by Supplier
- F. Distribution timeline
- G. Cart delivery schedule from factory
- H. Means to verify progress during delivery

Any excess inventory at the staging areas will be delivered to the Public Works Department located at 2200 Lark Avenue Nags Head, NC 27959

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from October 7, 2015 until the obligations of the CONTRACT are fulfilled and accepted by the TOWN pursuant to its terms or until the CONTRACT is terminated pursuant to its terms. Either party may nonetheless cancel this CONTRACT on thirty (30) days written notice to the other party by certified mail or personal delivery. This CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

Notwithstanding provisions of this Section 3 to the contrary, the following shall survive the termination of this CONTRACT: any provision in Section 1 regarding liquidated damages; the provisions of Section 6 regarding indemnity; and the provisions of Section 10.

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month in which SERVICES are completed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR shall furnish one or more Certificate(s) of Insurance from one or more insurance company/companies, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN within the periods identified in the following paragraph. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

During the term of this CONTRACT, CONTRACTOR shall also maintain in full force and effect the following insurance, naming the TOWN as an additional insured. Certificates of insurance shall be submitted to the Town within 10 days of the enactment of this CONTRACT and prior to commencing operations under this CONTRACT.

Coverage	Liability Limits
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury	\$1,000,000 each person
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

#### 7. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

8. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further contracts.

9. E-VERIFICATION OF EMPLOYEES

The CONTRACTOR represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this CONTRACT, that either:

- (1) The CONTRACTOR or subcontractor employs less than 25 employees; or
- (2) The CONTRACTOR or subcontractor: (a) employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period; and (b) has used the E-Verify program, which program is operated by the United States Department of Homeland Security and is defined in N.C. Gen. Stat. § 64-25 (5), to verify the work authorization of each employee.

10. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

11. OTHER PROVISIONS

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

12. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached or incorporated documents, the contract language will prevail.

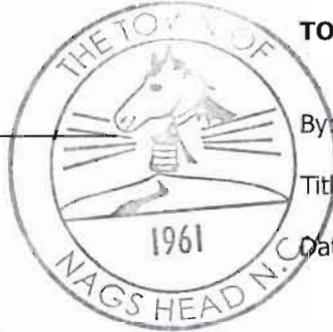
This Contract is contingent upon Board Approval.

13. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

*[Signature]*



**TOWN OF NAGS HEAD**

By: *[Signature]*

Title: Town Manager

Date: 10/8/15

*Kellie K Clark*

Kellie K. Clark  
Corporate Seal:



**CONTRACTOR**

By: *[Signature]*

Printed Name: James W. Pickett

Title: Vice President, Sales

Date: September 29, 2015

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

*[Signature]*  
Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

*[Signature]*  
TOWN ATTORNEY

## NOTICE OF AWARD

---

Date of Issuance: 9-21-2015

Owner: **Town of Nags Head**

Owner's Contract No.: PO 16-

Karen Heagy, Public Works Office  
Manager

Project No.: N/A

Project: **96 gallon Roll-Out Recycling  
Carts**

Bidder: Toter

Bidder's Address: 841 Meacham Road  
Statesville, NC 28677

### TO BIDDER:

You are notified that Owner has accepted your Bid dated September 15, 2015 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**Purchase of 4000 Carts fitted with UHF Radio Frequency ID tags (RFID tags). Assembled by Supplier and delivered by Supplier to each of the Town's 4000 Residences.**

The Contract Price of the awarded Contract is: \$ 207,600.00

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner Three (3) Originals of the Agreement, fully executed by Bidder.
2. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award.

---

Owner:



Authorized Signature

By: James W. Pickett

Title: Vice President, Sales



**TOWN OF NAGS HEAD**  
**PO BOX 99**  
**5401 SOUTH CROATAN HIGHWAY**  
**NAGS HEAD, NC 27959**  
**Phone: (252)441-5508**

## Purchase Order/Voucher

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
 PACKING LISTS, CORRESPONDENCE, ETC.

**NO. 16-00955**

### SHIP TO

PUBLIC WORKS % KAREN HEAGY  
 TOWN OF NAGS HEAD  
 2200 LARK AVE  
 NAGS HEAD, NC 27959

### VENDOR

Vendor #: TOTER010

TOTER INCORPORATED  
 WESTEQUIP, LLC  
 6525 MORRISON BLVD SUITE 300  
 CHARLOTTE, NC 28211

ORDER DATE: 10/09/15  
 DELIVERY DATE:  
 STATE CONTRACT:  
 VENDOR ACCT NUM:  
 VENDOR PHONE #: (704) 816-9033  
 VENDOR FAX #: (704) 878-0734  
 REQUISITION #: R1600358

### MAIL INVOICE TO:

ATTN: ACCOUNTS PAYABLE  
 P.O BOX 99  
 NAGS HEAD, NC 27959

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	Town Wide Recy prog Cart Purch  Please do not fax po purchase is contingent on Board Meeting on 10-7-15. Purchase price is \$207,600.00 This will not be Financed through Toter	10-580-5-5449-00 RECYCLING	207,600.0000	207,600.00
			TOTAL	=====
				207,600.00

**E-Verify Compliance Assurance by Vendor/Contractor:** By accepting this purchase order from Town of Nags Head, I verify that I understand that E-Verify program operated by the United States Department of Homeland Security and other federal agencies used to verify the work authorization of newly hired employees pursuant to federal law. Furthermore, I confirm that I am aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes, which requires that the Contractor participate in E-Verify if it has at least 25 qualified employees. To the best of my knowledge, any subcontractors employed by me as part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE  
 LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

\_\_\_\_\_  
 FINANCE OFFICER

\_\_\_\_\_  
 PURCHASING AGENT

Please contact the Town of Nags Head if the prices indicated are not correct. The Town of Nags Head will not be responsible for incorrect pricing after the Purchase Order is received by the vendor for purchasing.



**TOWN OF NAGS HEAD, NC**  
**Request for Proposals for**  
**96 Gallon Rollout Recycling Carts**

DUE: September 15, 2015 – 2:00 p.m.



Toter, LLC Proposal Contact:

**Kellie Clark**

Senior Manager, Bids/Contracts

(800) 424-0422 ext. 257

kclark@toter.com



# **TOWN OF NAGS HEAD, NC**

## **Request for Proposals 96 Gallon Rollout Recycling Carts**

**Due: September 15, 2015, 2:00 p.m.**

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Introduction

Bid Documents  
(including Pricing)

Product Information

Warranty

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Color Chips



**Toter<sup>®</sup>**

**TOWN OF NAGS HEAD, NC**

**Request for Proposals  
96 Gallon Rollout Recycling Carts**

**INTRODUCTION**



## Fact Sheet

- Toter® introduced its first product, an automated curbside cart system, to North America in the late 1960s. Since then, the brand has grown to multiple plastic product lines — wheeled carts, stationary carts, front load containers, composters, tilt trucks and more. Today, Toter is the top selling cart brand utilized for the curbside collection of waste, recycling and organics.
- Recognized throughout the industry as The World's Toughest Carts™, Toter carts are produced using a patented, stress-free molding technology known as Advanced Rotational Molding™. This manufacturing process results in tougher, more durable carts.
- Toter operates manufacturing and distribution operations in Statesville, NC; Salt Lake City, Utah; Del Rio, Texas and Acuña, Coahuila, Mexico.
- Toter is a Wastequip® brand. Based in Charlotte, N.C., Wastequip employs more than 1,600 associates across 33 locations, including operations in the U.S., Canada, and Mexico.

### Statesville, North Carolina

- The Statesville facility opened in 1962 and serves as Toter's headquarters. With 110,000 square feet of manufacturing and distribution space, it employs 131 associates.

### Salt Lake City, Utah

- The Salt Lake City Toter facility, at 60,000 square feet, began production in July 2014. Through 2017, the manufacturer will bring nearly 70 new jobs to the Salt Lake City region.

### Del Rio, Texas

- The Del Rio facility opened in 2005. With 108,000 square feet of manufacturing and distribution space, it typically employs 80 associates.

### Ciudad Acuña, Mexico

- As Toter's largest facility, with 131,500 square feet, the Acuña facility employs about 560 people. It opened for business in 2000.

#### **Toter Headquarters**

841 Meacham Road  
Statesville, NC 28677  
800.424.0422  
704.872.8171

#### **Salt Lake City Facility**

1137 South 3800 West  
Salt Lake City, Utah 84104  
800.424.0422  
385.235.7449

#### **Del Rio Facility**

1661 Frontera Road  
Del Rio, Texas 78840  
800.424.0422  
830.775.3411

#### **Ciudad Acuña Facility**

Blvd Internacional Lote #15  
Parque Industrial Internacional  
Ciudad Acuña, Coahuila  
Mexico CP-26269  
800.424.0422  
830.775.3411



## EXECUTIVE SUMMARY

Toter® is North America's leading provider of waste and recycling two-wheel curbside collection carts. Additional products include specialty collection carts for document management, electronic waste, organics, medical waste, and more. The combination of our Advanced Rotational Molding™ process and superior plastic resin ensures Toter carts meet the needs of local governments and private collectors. Toter also provides an unmatched lowest total cost of ownership, thanks to a proven 15 to 20-year service life. Toter is the cart of choice for national retailers such as The Home Depot, Lowes, Walmart, Ace Hardware, True Value Hardware, Do It Best Hardware, and Costco. Toter is the only fully integrated cart manufacturer with an internal production of carts, lids, and wheels.

Please consider the following information regarding the economic, environmental, and sustainability benefits offered by Toter EVR II Carts:

### **Advanced Rotational Molding – The Superior Process for Cart Molding:**

Toter's Advanced Rotational Molding process produces carts that are molded "stress free" by using medium-density polyethylene. These materials are tougher, are more elastic, and have greater cold-weather-impact strength than injection-molded materials.

Toters have a significantly higher environmental stress crack resistance than injection-molded carts for improved resistance to cracking under load, and a higher elongation at yield for increased flexibility (see enclosed Material & Process Summary). This means longer-lasting carts with virtually no cracking in fully automated service and a documented service life of 15-20 years. Competitors' injection-molded products are produced from non-elastic materials that become brittle after a few years. Injection-molded carts are known to have an annual breakage rate exceeding 5-9% in the latter years of a 10-year warranty. Toter carts have an average annual warranty rate that is less than 2/10th of 1%, and, in some cases, significantly lower than this.



### **Longer Service Life and Superior Sustainability:**

Toter's lower overall failure rate means fewer complaints, fewer service trips to the field, fewer carts replaced, and in turn, lower life cycle costs for the hauler or municipality. Also, because these materials are tougher, less material can be used to produce the carts – typically 3-5 fewer pounds per 96-gallon cart. The results are carts that are tougher, lighter, easier to maneuver, and more sustainable.

## **Nestable Designs - Superior Productivity and Ergonomics:**



Toter's 48, 64, and 96-gal EVR II carts are nestable/stackable when fully assembled. The carts are up to 400% more productive to transport during cart delivery and service operations than competitors', a potential savings of \$2 to \$3 per cart. Whether in congested urban applications or remote collection areas, EVR II carts will dramatically reduce delivery costs. Moreover, delivering fully assembled carts is safer for the delivery crew - no more looking for parts to assemble carts on the street.

Nestable EVR II carts will reduce delivery costs, reduce fuel usage, and contribute to a lower carbon footprint. As an added benefit, Nestable carts can be stored fully assembled; dramatically reducing inventory space requirements. The Nestable wheel recessed in the cart's wheel well is protected from automated gripper damage that plagues wheels that project from the cart.

### **EVR II Series Sizes & Exclusive Features:**

All Toter EVR II carts conform to ANSI Standards Z245.30 & Z245.60 for cart safety and compatibility. EVR II carts are manufactured in exact 24, 32, 48, 64, & 96-gallon sizes for rate equity in "Pay As You Throw" programs. Toter's innovative 48-gallon size cart is the ideal "half cart" for use by residents who cannot handle a 96-gallon cart. Toter also offers a 35-gallon cart option and 21-gallon carts for organics.

EVR II carts are easy to assemble and disassemble, and the lids can be removed without damaging the carts. All Toter EVR II carts use a common size 10" diameter wheel (except the 32-gallon cart), the same wheel retainer, lid hinge and fasteners, and stop bar. This significantly reduces parts inventory and simplifies cart maintenance compared to competitors' carts.

### **Reduced Attraction for Animals and Vectors:**

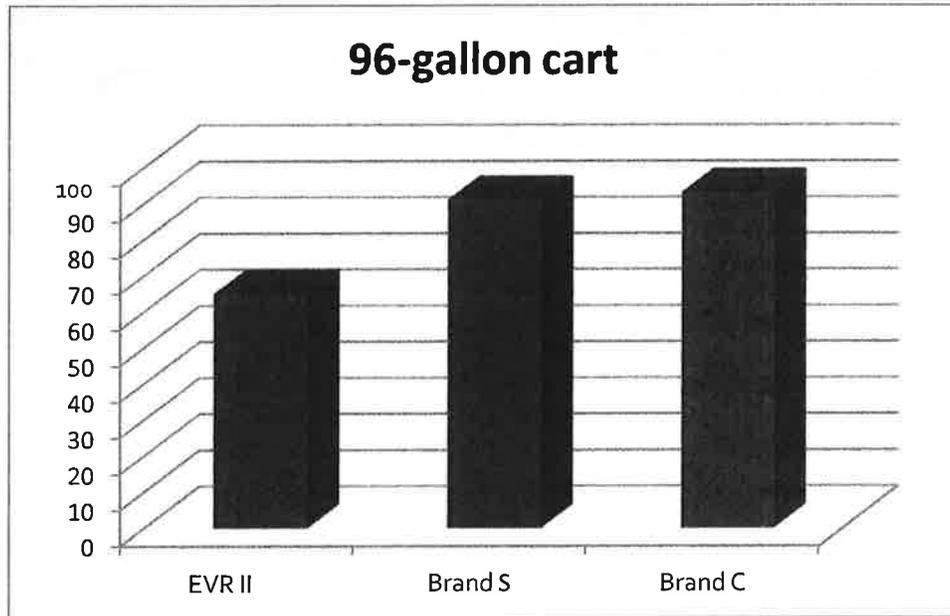
Toter carts are completely sealed from top to bottom, beginning with an innovative double-sealed lid fitted to the cart's rugged rim in order to contain odors. Our rotating, replaceable steel stop bar is mounted into sealed, molded-in journals, while our competitors drill stop bar holes through the cart, which can leak vermin-attracting liquids during dumping.

### **Granite Colors:**

Toter EVR II carts are available in beautiful granite colors. The upscale colors create a premium appearance for collection programs. Granite colors help to hide routine scratches and scuffs, and users say "those carts are/look recycled"—perfect for new recycling and refuse programs. Our nine (9) granite colors offer perfect matches for every locale and can help differentiate between various material streams being collected.

**Ergonomics:**

EVR II carts have superior tip-to-roll characteristics when fully loaded. EVR II carts can be up to 35% easier to move than competitors' products. This provides easier movement, increased safety, and convenience for collectors and residents.



**Tip force requirement, in pounds, per ANSI data**

# MATERIALS AND PROCESS SUMMARY SHEET

PROCESS	ROTATIONAL MOLDING	INJECTION MOLDING
<b>I. MOLDING CONDITIONS</b>		
Molding Pressure Built-In Stresses Wall Thickness Corner Thickness Outside Surface	0 Very Low Uniform Thick Textured for Better Gripping	10,000 – 20,000 psi Very High Uniform Uniform Glossy
<b>II. RESIN SPECIFICATION</b>		
<u>Resin Type</u> →  Density (g/cm <sup>3</sup> ) ESCR (Hrs) Impact Strength (lbs.) Elongation (%)	<u>MDPE</u>  0.939 - 0.944 500-1,000 Hours 55+ 700-1,000%	<u>HDPE</u>  0.945 - 0.968 6.6 – 45 Hours 45 12.6%+
<b>III. RESIN PERFORMANCE</b>		
Projected Life Expectancy  Recyclable Impact Resistance	15-20+ Years (Automated) Yes Good	7-10 Years (Automated) Yes Low

Source: National Resin Manufacturer's Data



**Toter<sup>®</sup>**

**TOWN OF NAGS HEAD, NC**

**Request for Proposals  
96 Gallon Rollout Recycling Carts**

**BID DOCUMENTS  
(including Pricing)**

August 21, 2015

ADDENDUM NO. 1

RE: 96 Gallon Roll-Out Recycling Cart RFP

FROM: Town of Nags Head- Department  
Of Public Works  
2200 Lark Ave.  
Nags Head, NC 27959

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and corrects the Bid Due date on the Request for Bid Proposal Document.

CHANGES TO BIDDING DOCUMENT:

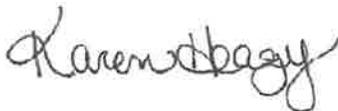
Page 1. Paragraph 1. -Request for Bid Proposals- 96 Gallon Roll-Out Recycling Carts

Pursuant to the General Statutes of North Carolina, Chapter 143 as amended. Sealed Bids will be publicly opened at **2:00 p.m. on Tuesday September 15<sup>th</sup> 2015** in the office of the Town Clerk, Town of Nags Head, 5401 S. Croatan Highway, PO Box 99, Nags Head, NC, 27959.

ADDITION OF BIDDING DOCUMENT:

1. Contract Template

Signed:



\_\_\_\_\_  
Karen Heagy, PW Office Manager

END OF ADDENDUM

August 27, 2015

ADDENDUM NO. 2

RE: 96 Gallon Roll-Out Recycling Cart RFP

FROM: Town of Nags Head- Department  
of Public Works  
2200 Lark Ave.  
Nags Head, NC 27959

TO: Prospective Bidders

This addendum forms a part of the Bid Documents Altering page 8, Paragraph 1 and Page 10, Item G.

Acknowledge receipt of this Addendum to the Department of Public Works. Failure to do so may subject the bidder to disqualification.

This Addendum consists of the following amendments and clarifications;

CHANGES TO BIDDING DOCUMENT: (Request for Bid Proposals- 96 Gallon Roll-Out Recycling Carts)

Page 8, Paragraph 1.

B. LIDS:

1. The lid shall be made from the same material as the body and shall be configured in such a manner that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly.
2. Lids shall be water tight, prohibit vermin from entering and odor emission from coming out.
3. Lid attachment is critical to the durability of the cart and will be considered. ~~Lids attached with fasteners such as metal screws and or bolts are not acceptable.~~
4. The lid must open from a closed portion through a full 270 degree arc using easily accessible lifting mechanisms.
5. Lids should not interfere with the flow of refuse from cart during the dumping cycle.
6. Handles for the opening of lids shall be easily accessible without having to touch the internal portion of the cart.

Page 10, Item G.

G. **PROTOTYPE TECHNICAL DRAWING WITH SPECIFICATIONS:**

The awarded contract vendor must provide the Town of Nags Head *a technical drawing with specification of the each manufactured* Prototype cart for final approval prior to the start of mass production.

General Questions

1. Does the Town desire monthly, quarterly, or annual payments for the Financing option?  
*Answer: If the Town chooses the option to Finance over a 5Yr period Annual Payments would be preferred but not required.*
2. Will the Town provide the staging area at Lark Avenue for Option 2?  
*Answer: Yes*
3. Page 10, Item G – Does it require a prototype prior to production?  
*Answer: No. This requirement has been altered to instead, require a Technical Drawing with Specifications.*



Signed:

---

Karen Heagy, PW Office Manager

END OF ADDENDUM

**Robert C. Edwards**  
Mayor

**Susie Walters**  
Mayor Pro Tem

**Cliff Ogburn**  
Town Manager



**Town of Nags Head**  
Post Office Box 99  
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Telephone 252-441-5508  
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**M. Renée Cahoon**  
Commissioner

**John Ratzenberger**  
Commissioner

**Marvin Demers**  
Commissioner

## **REQUEST FOR BID PROPOSALS 96 GALLON ROLL-OUT RECYCLING CARTS**

Pursuant to the General Statutes of North Carolina, Chapter 143 as amended. Sealed Bids will be publicly opened at **2:00 p.m. on Tuesday September 15<sup>th</sup>, 2015** in the office of the Town Clerk, Town of Nags Head, 5401 S. Croatan Highway, PO Box 99, Nags Head, NC 27959.

A copy of this request for proposals is available at Nags Head's Public Works Department at 2200 S. Lark Avenue, Monday through Friday, 8 a.m. to 3:30 p.m. or, by phoning (252) 441-1122.

Sealed Proposals are to be submitted to Town Clerk, Town of Nags Head, PO Box 99, 5401 S. Croatan Hwy, Nags Head, NC 27959.

### **MAILING INSTRUCTIONS**

1. Supplier to submit a complete, fully executed Proposal document.
2. All bid envelopes must be sealed and marked "SEALED BID –96 Gallon Roll-Out Recycling Carts" and placed in a second envelope marked "SEALED BID – 96 Gallon Roll-Out Recycling Carts".
3. Address an mark your Bid Proposal as shown Below:

**Town of Nags Head**  
**Attn: Town Clerk**  
**PO Box 99**  
**Nags Head, NC 27949**  
"SEALED BID –96 Gallon Roll-Out Recycling Carts"

# REQUEST FOR PROPOSALS 96 GALLON ROLL-OUT RECYCLING CARTS

## **TABULATIONS AND REVIEW OF PUBLIC INFORMATION:**

All formal Proposals received become public information at the time of the Proposal opening and Proposal tabulations will be available after that time. Formal Proposals will be made available for public review after the Town completes their review of the items presented. Requests to view the Proposals can be made to the Purchasing Agent at the number listed above. Copies of Proposals may be made at that time at a cost required by Town of Nags Head. Scans of material may be made provided requestor provides its own media.

The Town of Nags Head's Board of Commissioners reserves the right to reject any and or all bids and to accept the lowest and best bid and to waive minor irregularities.

## **Questions/Concerns**

Please direct questions or concerns to Public Works Office Manager, Karen Heagy at [karen.heagy@nagsheadnc.gov](mailto:karen.heagy@nagsheadnc.gov) or 252-449-4203.

Cliff Ogburn  
Town Manager

# REQUEST FOR PROPOSALS

## 96 GALLON ROLL-OUT RECYCLING CARTS

### Bidders Instructions

1. All proposals shall be for furnishing apparatus, supplies, materials, equipment and/or work and services in accordance with this request for proposals, as prescribed by the Town.
2. The Town reserves the right to award the proposal that is in the best interest of Nags Head or to reject any or all proposals and to waive minor irregularities.
3. The successful bidder shall comply fully with the requirements of General Statutes, Section 143-129, as amended.
4. In the event of default by any Provider or vendor the Town may procure from other sources whatever service or item is being proposed and holds the Provider responsible for any excess cost occasioned thereby.
5. North Carolina sales and use tax shall not be included in the proposal amount.
6. Proposals submitted via facsimile or email **shall not be accepted.**
7. Proposals received after opening date and time shall not be considered.
8. All proposals must contain an authorized original signature.
9. All proposals must be returned in a sealed envelope.
10. Any and all changes or alterations to this RFP shall be made in the form of written addendum.
11. Please direct any questions concerning this RFP to Public Works Director Ralph Barile at [Ralph.Barile@nagsheadnc.gov](mailto:Ralph.Barile@nagsheadnc.gov) or 252-441-1122.

# REQUEST FOR PROPOSALS 96 GALLON ROLL-OUT RECYCLING CARTS

**\*\*PLEASE READ THIS ENTIRE DOCUMENT CAREFULLY. PROPOSALS NOT COMPLIANT WITH THE REQUIREMENTS SET FORTH IN THIS DOCUMENT WILL BE REJECTED\*\***

**\*\*NOTICE TO SUPPLIERS\*\***

The objective of this Request for Proposals (RFP) is to solicit Proposals for the Purchase of 96-Gallon Plastic roll-out recycling carts for use in the Town of Nags Head residential curb-side recycling program.

Option 1- Purchase of 4000 Carts that fitted with UHF Radio Frequency ID tags (RFID tags) and Delivery to the Towns Staging area located at 2200 Lark Ave. Nags Head, NC 27949. Projected delivery date shall be November 1, 2015.

Option 2- Purchase of 4000 Carts fitted with UHF Radio Frequency ID tags (RFID tags). Assembly and Delivery to the Towns 4000 Residences projected delivery date shall be November 1, 2015.

**SAMPLE CARTS:**

Upon the Towns Request, Suppliers shall be prepared to furnish a sample of the cart they propose to furnish within 5 business days of request for sample. ALL SAMPLE CARTS MUST BE FURNISHED AT NO CHARGE TO THE TOWN and if not destroyed during evaluation, sample carts will be made available for the Supplier/vendor to recover.

# REQUEST FOR PROPOSALS 96 GALLON ROLL-OUT RECYCLING CARTS

Toter

## Proposal BID FORM

### Option 1

	ITEM Quantity & Delivery Date	BASE PRICE Each	IN- MOLDED GRAPHICS Each	ASSEMBLY <u>only</u> Each	RFID TAG Each	UNIT PRICE: Each	TOTAL	
	<b><u>96 gal RECYCLE CARTS;</u></b> Color: BLUE							
1.	4,000 Carts	\$45.21	\$2.29	\$1.50**	\$0.70	\$49.70	\$198,800.00	
2.	Total Cost Financed over 5 year period (if available)		Toter offers financing per the attached quotation.					

\*If Financing can be supplied through the proposer, If not please place "N/A" on the bid form.

### Option 2

	ITEM Quantity & Delivery Date	BASE PRICE Each	IN- MOLDED GRAPHICS Each	ASSEMBLY & <u>DELIVERY</u> <u>to</u> <u>Residences</u> Each	RFID TAG Each	UNIT PRICE: Each	TOTAL	
	<b><u>96 gal RECYCLE CARTS;</u></b> Color: BLUE							
1.	4,000 Carts	\$45.21	\$2.29	\$3.70	\$0.70	\$51.90	\$207,600.00	
2.	Total Cost Financed over 5 year period (if available)		Toter offers financing per the attached quotation.					

\*If Financing can be supplied through the proposer, If not please place "N/A" on the bid form.

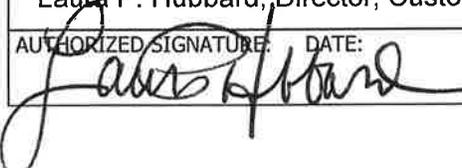
\*\* Please see attached Toter's "Information Regarding Pricing"

Offer to remain valid for 60 days from date of Proposal opening. Prompt Payment Discount: 0%; Net 30 days

# REQUEST FOR PROPOSALS 96 GALLON ROLL-OUT RECYCLING CARTS

## Proposal BID FORM

**COMPANY NAME:** Toter, LLC

STREET ADDRESS: 841 Meacham Road	P.O. BOX: 5338	ZIP: 28687-5338
CITY & STATE & ZIP: Statesville, NC 28677	TELEPHONE NUMBER: (704) 872-8171 ext.257	TOLL FREE TEL. NO (800) (800) 424-0422 ext 257
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO SUPPLIERS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING: Laura P. Hubbard, Director, Customer Relations	FAX NUMBER: (704) 878-0734	
AUTHORIZED SIGNATURE:  DATE: September 11, 2015	E-MAIL: kclark@toter.com	

**\*\*Bid Contact:**  
Kellie Clark, Senior Manager,  
Bids/Contracts

In submitting this Bid, Bidder represents that:

Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda (if applicable):

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	8/21/2015
2	8/27/2015

*It is important that all Bidders receive and acknowledge receipt of all Addenda. To be certain that Bidders receive all Addenda, use of methods providing proof of receipt, such as courier services or return receipt requested mail, is suggested. (If fax or e-mail is used, Bidders should be requested to confirm receipt by the same means.) Ensure any specific requirement of the Owner concerning issuing and receipt of Addenda are reviewed and addressed. Note also the definition of Addenda in Article 1 of General Conditions, indicating that by definition Addenda are documents issued prior to the opening of Bids.*



**TOTER, LLC – INFORMATION REGARDING PRICING**  
**TO PAGE 6 of 15 – Request for Proposals**  
**“96 Gallon Roll-Out Recycling Carts”**

**Information Regarding Pricing:**

- OPTION 1 – Toter prefers to work with the Town to ship carts beginning no earlier than the second week in November 2015 with shipments completed by no later than December 15, 2015.
- OPTION 2 – Toter prefers to work with the Town to ship carts beginning no earlier than the second week in November 2015 with all carts delivered to residents and completed by no later than December 15, 2015. Please see Toter's attached Delivery Plan for details.

**FOR OPTIONS 1 AND 2 –**

Pricing does not include applicable taxes.

Financing is presented as an attached quotation after this “Notes to Pricing” page.

Toter

# United Funding

August 27, 2015

## FORMAL PROPOSAL

**OBLIGOR:** NAGS HEAD, NC  
 ✓ This is a finance/ownership contract. No residual value.  
 ✓ Fixed interest rate for the five (5) year term.

**EQUIPMENT:** NEW REFUSE CARTS

**OPTION 1**

Acquisition Cost:	\$208,000.00	Term:	Five (5) years	First Payment Due:	One Year from Close
Down Payment:	\$20,800.00	Payment Mode:	Annual in Arrears	Payment Amount:	\$41,920.34
Trade In:	\$0.00	Interest Rate:	3.890%		
Principal Balance:	\$187,200.00	Rate Factor:	0.223933		

**OPTION 2**

Acquisition Cost:	\$216,000.00	Term:	Five (5) years	First Payment Due:	One Year from Close
Down Payment:	\$21,600.00	Payment Mode:	Annual in Arrears	Payment Amount:	\$43,532.66
Trade In:	\$0.00	Interest Rate:	3.890%		
Principal Balance:	\$194,400.00	Rate Factor:	0.223933		

- \* This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.
- \* Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- \* This transaction must be credit approved, all documents properly executed and returned to United Funding and the transaction funded on ALL proposals on or before September 20, 2015. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- \* This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- \* **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**

<b>United Funding</b>	NAGS HEAD, NC
	Signature:
	Typed Name & Title
	Date:

# REQUEST FOR PROPOSALS

## 96 GALLON ROLL-OUT RECYCLING CARTS

### DETAILED SPECIFICATIONS

#### **General:**

It is the intent of these minimum specifications to describe a 96 gallon plastic roll-out recycling cart for the purpose of containing residential household recyclables. (Note 96 gallon is to be used as a general description to the cart size as it is recognized that actual size capacities may vary from each manufacturer.) The carts must be compatible with both standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI Type G). The Town of Nags Head has designed these specifications in order to include as many potential vendors as possible with comparable equipment and with no intent to limit the carts submitted. Please note where your cart is equivalent to or exceeds the specification. Any and all exceptions taken must be identified with a detailed description as to how the proposed equipment is equal to or exceeds the requested specification. Independent test data should be provided.

#### **CART DESCRIPTION:**

1. The container must be rotational or injection molded.
  2. The container must meet ANSI Z245.30-2008 and ANSI Z245.60-2008 standards.
  3. The capacity of the cart, not including the lid, shall be 96 gallons respectively, as measured by the test procedure in Appendix A of ANSI Standard Z245.30-30-2008.
  4. Plastic resin must be first quality high density polyethylene for injection molded or medium density polyethylene for rotational molded. **Recycle Carts must be Blue in color. Suppliers must submit color chips of their palette of Blue color options.** Supplier must submit a specification sheet from polyethylene manufacturer with Proposal.
  5. The container shall be stabilized against ultraviolet rays with color pigment and ultraviolet inhibitors. Suppliers must supply manufacturer's sheet detailing UV stabilization.
  6. The cart must have a minimum wall thickness of 0.175 inches for injection molded and 0.160 for rotational molded.
  7. The top of container must be molded with a reinforced rim to add structural strength and stability to cart. This rim serves as a barrier to escaping odors, pest and water entering cart.
  8. The interior of cart shall be smooth and free of pockets, recesses, and anything that will prevent the complete dumping of its contents.
  9. There shall be a wear ridge molded around the perimeter of the cart bottom to prevent abrasion wear through.
  10. The cart shall be equipped with the attachment points which make it compatible on standard American semi-automated bar-locking lifters and automated arm lifters.
  11. To insure cart durability under unusually heavy loads the cart must have a load rating equal to the maximum allowed by ANSI Standards of 3.5 pounds per gallon of volume.
  12. Maximum weight assembled 37 lbs.
  13. Stability-Must withstand 35 mph winds. Provide certification with Proposal.
- A. HANDLE:
1. Push-pull handles shall be molded as in integral part of the cart body.
  2. Handles shall conform to ANSI 245.30-2008. Pitch points are not acceptable.
  3. Must not be able to rotate on its own axis at any time.

# REQUEST FOR PROPOSALS

## 96 GALLON ROLL-OUT RECYCLING CARTS

### B. LIDS:

1. The lid shall be made from the same material as the body and shall be configured in such a manner that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly.
2. Lids shall be water tight, prohibit vermin from entering and odor emission from coming out.
3. Lid attachment is critical to the durability of the cart. Lids attached with fasteners such as metal screws and or bolts are not acceptable.
4. The lid must open from a closed portion through a full 270 degree arc using easily accessible lifting mechanisms.
5. Lids should not interfere with the flow of refuse from cart during the dumping cycle.
6. Handles for the opening of lids shall be easily accessible without having to touch the internal portion of the cart.

### C. WHEELS AND AXLES:

1. The wheels shall be made of one-piece molded plastic construction and must be "through hole" design.
2. Each container should be equipped with two (2) plastic molded wheels, rated for 200 lbs. loaded per wheel. Attachment system must securely hold wheels on through 10 years of automated dumping. Diameter for injection molded 96 gallon cart is a minimum of 10 inches and maximum of 12". Diameter for rotational molded 96 gallon cart is a minimum of 10 inches and maximum of 12". Suppliers must quote their standard wheel size.
3. Axle shall be, rust resistant, tempered, rolled solid steel for injection molded. Axle shall be rust resistant, tempered, rolled solid steel for rotational molded. Axles should be mounted in the container body through yokes molded into the container body and providing permanently lubricated bearing surfaces. Yokes must be well braced and provide support against forces tending to bend axle.

### D. CART IDENTIFICATION AND MARKINGS:

1. Serial numbers shall be stamped on front of cart with numbers provided by the Town of Nags Head.
2. A Universal Recycle emblem shall be stamped on the front of the cart. Company to provide copy of their sample recycling emblem.
3. "Town of Nags Head" shall be hot stamped on each side of cart.
4. All ANSI and regulatory labeling of cart must be stamped on lid along with other information/directions required by the Town of Nags Head.

### E. WARRANTY:

Supplier must submit with Proposal document, which clearly states the exact warranty of Supplier. The non-prorated warranty must be for no less than ten full

## **REQUEST FOR PROPOSALS**

### **96 GALLON ROLL-OUT RECYCLING CARTS**

years and must specifically provide for no-charge replacement of any components parts, which fail in materials or workmanship for a period of ten (10) years after installation. If the Supplier is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the Suppliers. The Supplier must submit with a Proposal letter from the owning entity which clearly states its obligation and commitment to honor the warranty of this letter to be signed by the owning entity's top officer (President or CEO) and notarized.

The Suppliers warranty is understood to include, whether stated in Suppliers warranty or not the following coverage:

- a. Failure of the lid to prevent rainwater from entering the container when closed on the container body.
- b. Damage to the container body, the lid or any component parts through opening or closing the lid.
- c. Failure of the body and lid to maintain its original shape.
- d. Failure of the wheels to provide continuous, easy mobility, as originally designed.
- e. Failure of any part to conform to minimum standards specified herein.

#### **F. RADIO FREQUENCY TAGS:**

1. Each cart will include RFID tags embedded into the cart. All recycling carts will be scanned and associated with the cart serial number and the address where the cart **if** delivered. RFID tags in the refuse carts will not be scanned at the time they are delivered to the staging area, they may only be scanned at time of delivery to the individual homes. (Delivery applies to Option 2).
2. Tags must be Ultra High Frequency
3. RFID tags must be embedded into the cart. Riveted and adhered tags on the body of the cart will not be accepted.
4. RFID technology will be comprised of passive RFID tags.
5. RFID embedded tags must feature Kill & Access passwords to provide security and privacy. Tags must support anti-collusion technology.
6. RFID tags must withstand temperatures ranging from -31F to +122F.
7. RFID tags must provide for simple replacement in the event of premature failing.
8. RFID tags will be secure from tampering and protected from direct UV radiation and the physical elements.
9. RFID tags will have a field life expectancy of 10 years.
10. RFID tags will have a read range of up to 6 feet.
11. RFID tags can be scanned and associated with serial numbers of carts at the manufacturing point.
12. Data of each container's serial number and RFID tag id will be provided in a format importable to Microsoft Excel.

# REQUEST FOR PROPOSALS

## 96 GALLON ROLL-OUT RECYCLING CARTS

**G. PROTOTYPE:**

The awarded contract vendor must provide the Town of Nags Head each manufactured Prototype cart for final approval prior to the start of mass production.

**H. ASSEMBLY & DELIVERY (Option 2).**

Suppliers shall be required to:

1. Assemble and distribute containers to addresses provided by the Town
2. Scan each RFID tag on each container as it is delivered
3. Provide database (in MS Excel Format) of all distributed containers including address, serial number and RFID code
4. Attach to each container instructional/promotional materials provided by Town
5. Container assembly and distribution must begin November 1, 2015.
6. Container delivery and assembly may be staged so that all containers do not arrive on the same day. However, arrival of containers must not delay completion of container delivery beyond completion date of December 15, 2015.
7. Container delivery shall not begin before 7:00 AM and shall not extend beyond 7:00 PM Monday through Saturday. Sunday delivery or Holiday delivery is prohibited without written authorization from the Town.
8. Liquidated damages in the amount of \$5,000 per day will be assessed to the successful Supplier for each day cart delivery completion extends beyond December 15, 2015.
9. Upon award Contract Supplier must provide their distribution plan as part of the submittals for the Proposal.

The plan must include:

- A. Requirements for staging areas
- B. Anticipated manpower, state contract or in-house labor to be utilized
- C. Anticipated equipment provided by the Supplier
- D. Any services or information provided by the Town of Nags Head
- E. Any services or information provided by Waste Industries
- F. Distribution timeline
- G. Cart delivery schedule from factory
- H. Means to verify progress during delivery

Any excess inventory at the staging areas will be delivered to the Public Works Department located at 2200 Lark Avenue Nags Head, NC 27959

# REQUEST FOR PROPOSALS

## 96 GALLON ROLL-OUT RECYCLING CARTS

### **Payment for Services**

Provider will supply carts to all service locations within the Town to be paid by the town in with the option of equal installments Financed over five years.

### **Insurance Requirements**

During the term of any future agreement between the Town and the Provider, Provider shall maintain in full force and effect the following insurance, naming the Town as an additional insured. Certificates of insurance shall be submitted to the Town within 10 days of the enactment of any future agreement and prior to commencing operation under any future agreement.

Coverage	Liability Limits
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury	\$1,000,000 each person
Automobile Property Damage Liability	\$1,000,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

### **Excuse of Performance**

The performance of any obligation related to the service may be temporarily suspended in the event that performance is prevented by a cause or causes beyond the control of Provider and shall be resumed as soon as possible. Such causes shall include, but not be limited to: acts of God, acts of war, riot, fire, explosion, accident, hurricane and flood.

In the event of flood or hurricane or other natural disaster which interrupts the Town's business, the Town reserves the right, at no cost to the Town, to notify Provider to suspend collections until the emergency condition has ended.

# REQUEST FOR PROPOSALS

## 96 GALLON ROLL-OUT RECYCLING CARTS

### **Inspection**

All services performed by Provider shall be subject to the inspection and approval of the Town. When the Town determines that Provider's performance is unsatisfactory, Provider shall immediately commence action necessary to remedy the problem.

### **Licenses**

Provider shall, at its own expense, purchase and keep in force all business licenses and other licenses and permits required by federal, state or local law, ordinances and regulations pertinent to Provider's service.

### **Proposal Requirements and Obligations**

All Proposals are subject to the provisions of the instructions to Suppliers, special terms and conditions specific to this Request for Bid Proposal, the specifications, and General Contract Terms and Conditions. The Town of Nags Head objects to and will not evaluate or consider any additional terms and conditions submitted with a Supplier response. This applies to any response appearing in or attached to the document as part of the Supplier's response. DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS. By execution and delivery of a proposal, the Supplier agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the Supplier's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the Town. Proposals or any part thereof, received after that deadline shall not be considered, nor shall faxed Proposals, whenever received.

### **Clarifications/interpretations:**

The Town assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, the Town will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents provided by the Town other than those provided by the Town through the issuance of Addenda. In no event may a Provider rely on any oral statement by the Town or its agents, advisors or consultants.

Should a Service Provider find discrepancies or omissions in this RFP or any other documents provided by the Town, the Service Provider should immediately notify the Town of such potential discrepancy in writing and a written addendum will be made available to each Service Provider, via email or postal mail, if the Town determines clarification to be necessary. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

# REQUEST FOR PROPOSALS

## 96 GALLON ROLL-OUT RECYCLING CARTS

### **Basis of Selection/Proposal Evaluation**

Proposals will be evaluated based on the following criteria:

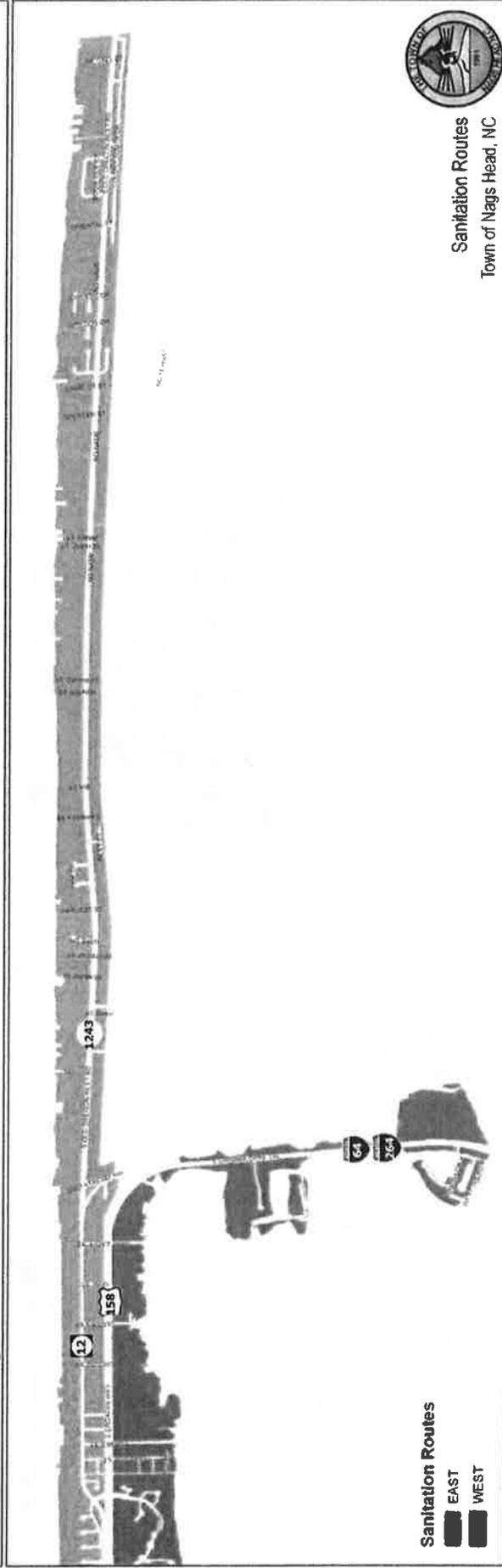
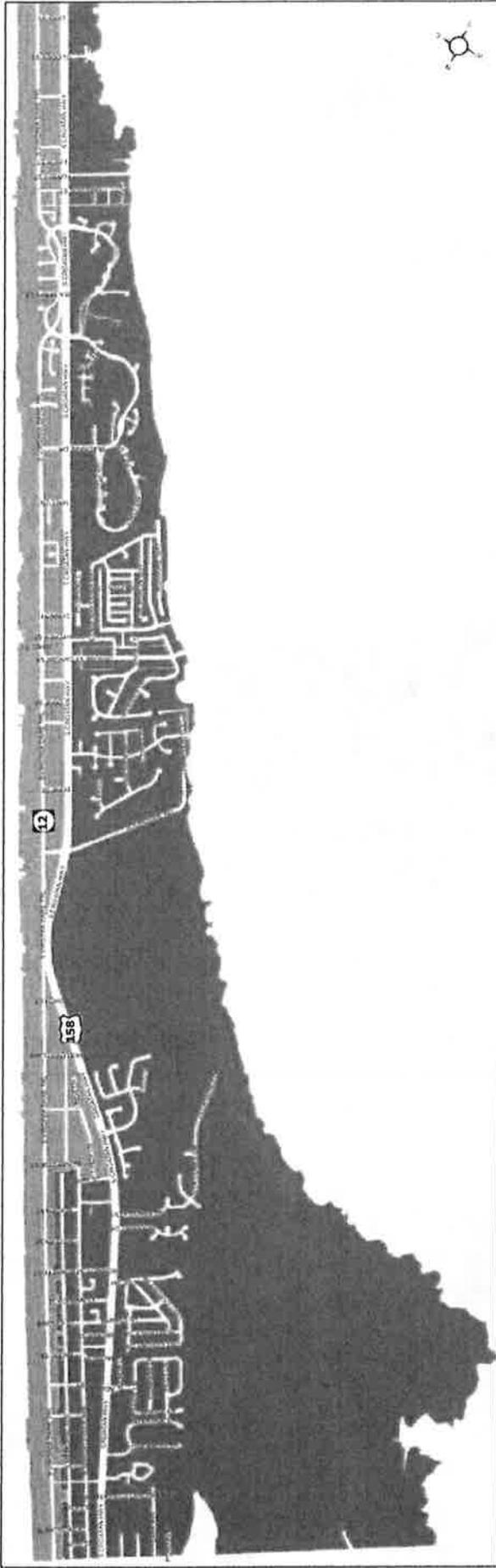
1. Cost of Service
2. Evaluation of Equipment to be used to perform services.
3. Evaluation of Service Provider Staff / Personnel, including adequacy to provide services including collection, overall management, daily supervision, program support and back-up
4. Evaluation of Program Design, including completeness,
5. Experience providing similar type of services/references from others to whom service has been provided in the past five years.
6. Proposer's historical compliance with Orange Town policies and regulations
7. Post proposal interview as desired by The Town, at its sole discretion, reserves the following rights:
  - To cancel this RFP with or without the substitution of another RFP;
  - To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the Town ;
  - To issue additional requests for information;
  - To require one or more Providers to supplement, clarify or provide additional information for the Town to evaluate the Proposals submitted;
  - To conduct investigations with respect to the qualifications and experience of each Provider;
  - To waive any defect or irregularity in any Proposal received;
  - To reject any or all Proposals;
  - To award all, none, or any part of the services that is in the best interest of the Town, with one or more of the Providers responding, which may be done with or without re-solicitation.

# REQUEST FOR PROPOSALS 96 GALLON ROLL-OUT RECYCLING CARTS

## Attachments

1. A -Area Map

# Attachment A --Area Map



Sanitation Routes  
EAST  
WEST



Sanitation Routes  
Town of Nags Head, NC

# Toter®

## Delivery Plan for Optional Assembly and Distribution (A&D) Services *For Nags Head, NC*



Toter, LLC has over 30 years of successful experience delivering Toter Carts to major municipalities across America. Our detailed plan, subject to approval by the Town includes:

1. **PLANNING** – Toter staff will meet with the Town/Waste Services as soon as possible after the award of the contract to begin planning the rollout. Critical issues including the timeline, assembly sites, address database, public education literature, delivery routes, and cart markings will be reviewed. The Town will be provided proofs of all marking for its written approval, to be approved in writing to receipt of the Town's written purchase order. A final Assembly, or Assembly and Delivery Plan will be established in detail with the Town in a Toter Statement of Work.
2. **PUBLIC EDUCATION** – According to Town's needs, Toter may provide assistance to Town staff in the preparation of the advance public education materials that will be delivered to homes in advance of the cart rollout. This assistance will be in the form of sample literature and web site postings from other cities with comparable programs, digital



photography and pictographs, and Spanish language translations. Of course, we may further assist the Town with User Instructions and cart markings, and by providing one free plastic hanger bag and Toter's "Safe Use and Care" brochure, in English and Spanish, upon request, for each cart. Toter will attach a Town-prepared literature bag to each cart at no additional charge. The Town will be responsible for stuffing materials into the bag, and presenting the bags to Toter two weeks prior to the commencement of Delivery of carts to residents. Toter requests the use of a forklift, if possible. All other equipment (tools, trucks, worker and project safety equipment, etc.) to be provided by Toter.

3. **UNLOADING AND ASSEMBLY** – On a schedule to be coordinated with the Town (Toter prefers to begin to ship carts to arrive no earlier than the second week in November, 2015), Toter's Assembly Crew will receive and unload carts at the Assembly Sites (to be provided by the Town as paved, partially covered, and secure, as possible, and at no cost to Toter). Carts will be unloaded and assembled in advance of the beginning of Door-To-Door deliveries. Toter will typically use Assembly Crews of 10-12 crew members each. Crews will consist of highly experienced A&D subcontractors of Toter



4. **DOOR-TO-DOOR DELIVERY** – Toter's Delivery Crew will set fully assembled Toter Carts at residences designated in the Town's electronic address database. In order to deliver accurately, the Town must provide an electronic address database (must be in Excel format) with each housing unit that will receive carts. The addresses must be alphabetical by street name and in ascending house number. If multi-family units are to receive carts, the address list must list each unit separately. For example, four apartments at 208 Elm Street would require separate listings for 208A, 208B, 208C and 208D. We must have the listing at least two weeks prior to the start of deliveries.

A manager will oversee both the Assembly Site and the on-street deliveries. We request that a Town employee accompany each delivery crew. This is particularly important, in that this individual can answer customer questions about the new program and address customer requests for exceptions to the normal service. Experience has shown that answering questions on the spot reduces customer complaints, increases customer satisfaction, and reflects well on the Town.



5. **UHF RFID TAGS, SERIAL NUMBERS** – According to the Town’s purchase of the UHF RFID Tag Option, Toter crews will either scan UHF RFID Tags or record serial numbers during the delivery of carts to residents. Toter will report each day’s delivery in real time, with a one-day lag time only.
6. **COMPLETION** – After carts have been delivered, per the agreed upon plan, Toter will clean the Staging Areas. For Option 1, Toter is able to accomplish Unloading and Assembly of all carts within 2-4 days. For Option 2, Toter is able to accomplish Unloading, Assembly and Distribution of Carts to Residents within 6 days.

All steps of the Assembly and Distribution processes will be completed by the agreed upon date between the Town and Toter. A final Distribution Report (electronic data report showing cart serial numbers coordinated with delivery addresses) will be presented to the Town within a week following the completion of Cart Distribution, or as otherwise agreed upon. Any excess inventory will be delivered to the Nags Head Public Works Department facility.

Completion of the Project is dependent upon the number of working days/hours per week to work, and the number of working days/hours per week. We must also take into consideration holidays and weekends. Toter will meet with the City to determine the delivery timeframe, which will then be detailed in the Statement of Work prior to project start date.

7. **REVISION OF THIS PLAN** – Based on our experience with hundreds of municipal Assembly and Delivery programs, we are open to working with the Town to revise this plan to suit the Town’s specific needs, as production/service schedules allow.
8. **PROPOSED SCHEDULE** – Assembly and Distribution services will be completed within the timeframe outlined within our proposal. Toter will begin delivery of carts to the staging area in a timely manner in order to assemble carts ahead, building up an inventory of assembled carts ready for delivery to residents. Meeting the door to door delivery schedule hinges on three factors: (1) Toter’s receipt of Purchase Order and written order confirmation and markings approvals in a timely manner from the Town, (2) receipt of sufficient carts, on time, in Portage Town, and (2) delivering carts to the residences per the timetable. As for production, Toter will manufacture carts in advance of the project and maintain a large working inventory at the Town site. The A&D crews will have sufficient carts to be able to delivery slightly ahead of the schedule.

Toter always develops a contingency plan for A&D projects that fall behind schedule. First, and most important, we monitor the daily number of cart deliveries to the homes to gauge our progress. If we are not meeting our target rate we immediately take corrective action to get back on schedule. This may involve improving our operations flow to the streets, working our crews on overtime or on Sunday, or increasing the number of workers and/or delivery vehicles. The Town will be notified of any corrective action we take.

We normally build “extra” days into our schedule, to be used as make up days should we experience any unexpected weather interruptions in the rollout. A unique part of our contingency planning is to allow our crews to get ahead of schedule by exceeding the target set-out rate whenever possible. This creates “slack” in the schedule that prevents weather delays from pushing us off schedule.

Our 30+ years of experience in A&D projects has taught us to meet or exceed the schedules, regardless of what it takes from our staff and factories. We understand and respect the Town’s contractual obligation to begin service on time with new Toters at every customer’s home.

**Robert C. Edwards**  
Mayor

**Susie Walters**  
Mayor Pro Tem

**Cliff Ogburn**  
Town Manager



**Town of Nags Head**  
Post Office Box 99  
Nags Head, North Carolina  
27959  
Telephone 252-441-5508  
Fax 252-441-0776  
[www.nagsheadnc.gov](http://www.nagsheadnc.gov)

**M. Renée Cahoon**  
Commissioner

**John Ratzenberger**  
Commissioner

**Marvin Demers**  
Commissioner

NORTH CAROLINA  
DARE COUNTY

SERVICE CONTRACT  
PURCHASE ORDER # \_\_\_\_\_

**THIS CONTRACT IS NOT VALID WITHOUT THE REQUIRED ACCOMPANYING/  
CORRESPONDING PURCHASE ORDER**

\_\_\_\_\_  
(CONTRACTOR *initials*)

THIS CONTRACT is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_, by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and \_\_\_\_\_, (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

Option 1- Purchase of 4000 Carts fitted with UHF Radio Frequency ID tags (RFID tags)- Assembled by Supplier and delivered to the Town's Staging area located at 2200 Lark Ave. Nags Head, NC 27949. Projected delivery date shall be November 1, 2015.

or

Option 2- Purchase of 4000 Carts fitted with UHF Radio Frequency ID tags (RFID tags). Assembled by Supplier and delivered by Supplier to each of the Town's 4000 Residences. Projected delivery date shall be January 1, 2016.

AS DESCRIBED IN THE REQUEST FOR BID PROPOSAL TITLED, "96 GALLON ROLL-OUT RECYCLING CARTS", AS PREPARED BY TOWN OF NAGS HEAD DEPARTMENT OF PUBLIC WORKS.

Total contract price shall be \$ \_\_\_\_\_ (\_\_\_\_\_).  
Price is in accordance with CONTRACTOR'S bid, received on \_\_\_\_\_ (copy attached)

It is mutually agreed by and between the TOWN and CONTRACTOR that work under this contract will commence \_\_\_\_\_, \_\_\_\_\_. The contract completion date shall be November

15, 2015 (Option 1) or January 1, 2016 (Option 2) with time being of the essence. If CONTRACTOR fails to complete work under this contract by November 15, 2015 (Option 1) or January 1, 2016 (Option 2), the TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the sum of \$5000.00 shall be due from CONTRACTOR as liquidated damages, and not by way of penalty, for every day's delay in finishing the work in excess of the completion date prescribed; and the CONTRACTOR hereby agrees that said sum shall be deducted from monies due the CONTRACTOR under the contract or, if no money is due the CONTRACTOR hereby agrees to pay to the TOWN as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay computed aforesaid.

2. DESCRIPTION OF PROJECT

Is contingent upon if Option 1 or 2 is awarded.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from \_\_\_\_\_, 201\_ until the obligations of the CONTRACT are fulfilled and accepted by the TOWN pursuant to its terms or until the CONTRACT is terminated pursuant to its terms. Either party may nonetheless cancel this CONTRACT on thirty (30) days written notice to the other party by certified mail or personal delivery. This CONTRACT is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

Notwithstanding provisions of this Section 3 to the contrary, the following shall survive the termination of this CONTRACT: any provision in Section 1 regarding liquidated damages; the provisions of Section 6 regarding indemnity; and the provisions of Section 10.

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Provider will supply and deliver (whether to the Town pursuant to Option 1 or the Town's residences pursuant to option2) carts pursuant this Request for Bid Proposal and shall provide the Town with the option of paying for the purchase of the said carts in five (5) equal annual installments, thus financing the purchase of the carts over five (5) years. Payments will be processed promptly upon receipt and approval by the TOWN of the invoices.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising

out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

#### 6. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

#### 7. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

#### 8. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during

employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further contracts.

9. E-VERIFICATION OF EMPLOYEES

The CONTRACTOR represents and warrants that it has ensured and will ensure for itself and each subcontractor that it uses to perform obligations under this CONTRACT, that either:

- (1) The CONTRACTOR or subcontractor employs less than 25 employees; or
- (2) The CONTRACTOR or subcontractor: (a) employs 25 or more employees who are employed for 9 months or more during a 12-consecutive-month period; and (b) has used the E-Verify program, which program is operated by the United States Department of Homeland Security and is defined in N.C. Gen. Stat. § 64-25 (5), to verify the work authorization of each employee.

10. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

11. OTHER PROVISIONS

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

12. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

13. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

**TOWN OF NAGS HEAD**

\_\_\_\_\_

By: \_\_\_\_\_

Title: Town Manager

Date: \_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR**

Corporate Seal:

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

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

\_\_\_\_\_

Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

\_\_\_\_\_

TOWN ATTORNEY



# Toter®

Original Purchaser: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_

## MANUFACTURER'S DIRECT WARRANTY

### Toter® Container

Toter, LLC (Toter) warrants its Container Body (molded plastic) to the original purchaser, listed above, to be free of operational defects in material and workmanship under normal use and service for a period of ten years from the Date of Purchase. Container components (lids, wheels, axle, and fasteners) are warranted under the same stated conditions for a period of ten years from the Date of Purchase. This warranty equally covers Toter containers molded of either virgin resin or recycled content plastic materials.

This warranty is expressly limited to any product parts which are proven to Toter's satisfaction to be defective under this warranty. Toter retains the right to inspect components submitted for warranty to confirm that their failure is covered by this warranty. Repaired or replaced parts are warranted for the balance of the original warranty period of the original part. Replaced parts may, in Toter's discretion, be similar to or identical to original defective parts. Toter limits specialty color lid replacements to 10% of the original ordered amount, the remaining replacement lids shall be of a standard color, subject to Toter's discretion. Repair, replacement or a limited-use credit are the sole remedies available under this warranty. The applicability and scope of any remedy is in Toter's discretion. This warranty is non-transferrable, and customer assumes all risk and liability for freight, handling, use, storage or application of the Container. Customer is responsible for freight charges.

Toter shall be promptly notified of any failures under warranty in order that such failures may be inspected. If Purchaser and Toter disagree regarding the reason for failure, then they shall select a technically competent party skilled in the use and fabrication of the materials involved and shall ask for determination on the source of the failure. The determination shall be binding on both parties. This third party procedure shall not be used for isolated, one-time failures, but only in the event a major failure trend develops. Expenses of third party determination shall be borne by the party that is determined to be liable for the replacement.

Specifically excluded from this warranty are freight, labor and installation charges, alterations, and damages due to negligent or abusive use or normal wear and tear, including, but not limited to, those items listed on Schedule A (on back hereof). Alterations, negligent, abusive, or specifically excluded use of container voids this warranty thereafter. In no event shall Toter be liable for incidental, special, punitive, liquidated or consequential damages, for loss of product or time, or for any delay in performance under this warranty.

At its sole discretion, Toter may collect defective components replaced under the terms of this warranty. Customer is not to dispose of, sell, or recycle components that have been replaced by Toter without written permission from Toter. Components not collected by Toter remain the property of the customer.

EXCEPT FOR THE WARRANTY CONTAINED IN OUR TERMS AND CONDITIONS OF SALE, TOTER MAKES NO WARRANTY WHATSOEVER WITH THE RESPECT TO THE GOODS INCLUDING, ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR, SPECIFIED OR INTENDED PURPOSE, WHETHER EXPRESSED OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE (where permitted by law).

This document is only a summary of the full Wastequip Product Limited Warranties, Disclaimers Of Warranties, Limitation Of Liabilities And Remedies, and Limited Warranty Periods statement. Full warranty details can be found on [www.toter.com](http://www.toter.com). If this summary and the full warranty documents conflict, the summary will supersede on where more narrowly defined.

## SCHEDULE A

Toter Containers are designed for storage, transport, and dumping of normal household residential solid wastes, recyclables, and yard waste, excluding circumstances in which the load rating would be exceeded.

Following are descriptions of several situations where the warranty does not apply. Exclusion is not limited to these situations.

### EXAMPLES OF NORMAL WEAR AND TEAR:

- \* Scratches - normal use may cause scratches.
- \* Dirt, including accumulation of dirt or any other substance.
- \* Normal deterioration during service.
- \* Normal discoloration due to atmospheric exposure.

### EXAMPLES OF ALTERATIONS, NEGLIGENCE OR ABUSIVE USE:

- \* Alteration of the original design, functionality or integrity of the Container
- \* Cuts or scores from any source.
- \* Extraordinary impacts such as being hit by a vehicle.
- \* Burns, scorches, melting, or any damage from excessive heat.
- \* Improper handling, including dropping stacks off delivery trucks, improper stacking, improper /excessive storage, forcing cart through narrow openings, allowing packer mechanism to hit cart or lid during dumping cycle, abrasion from excessive dragging, or cracks caused by improper handling or dumping.
- \* Damage from automated grasper or semi-automated lifter, including any scratches, creases, cracks or breaks from a maladjusted, incorrectly operated, or improper automated grasper or semi-automated lifter. Includes any semi-automated lift speed faster than ANSI specifications for either the lift cycle or the down cycle.
- \* Chemicals - being exposed to solvents, petrochemicals, paints, acids, or other chemical substance which damages plastic or metal parts.
- \* Failure to follow instructions imprinted on cart parts (i.e., exceeding stated maximum load rating.)



**Cart Colors  
And Options for  
Use of Recycled Resin**

**Toter Carts may be manufactured using up to 50% recycled resin, with levels of recycled resin subject to availability of acceptable recycled resin materials at time of production and preference of customers.**

**Colors that may be manufactured using up to 50% recycled resin include:**

**Black (Standard) #200  
Blackstone Granite #209**

**Colors that may be manufactured using up to 40% recycled resin include:**

**Dark Gray Granite #149  
Charcoal/Midnight Gray (Non-Standard) #145  
Greenstone Granite #968  
Navy Granite #769**

**Colors that may be manufactured using up to 30% recycled resin include:**

**Green (Standard) #940  
Forest Green (Non-Standard) #960  
Navy Blue (Non-Standard) #760  
Brown (Standard) #270  
Brownstone Granite #279  
Toter Green Granite #929**

**Colors that may be manufactured using up to 15% recycled resin include:**

**Gray (Standard) #125/140  
Graystone Granite #129  
Blue (Standard) #705  
Bluestone Granite #709  
Sandstone Granite #249**

**Toter<sup>®</sup>**

**TOWN OF NAGS HEAD, NC**

**Request for Proposals  
96 Gallon Rollout Recycling Carts**

**COLOR CHIPS**

Lyndhurst	OH	2008	Universal/Nestable	12,112	440-473-5100	Rick Gladly
Ashwaubenon	WI	2003	Universal/Nestable	12,056	(920) 492-2308	Lee Van Denelzen
Alamosa	CO	1998	Universal, Universal/Nestable	11,957	(719) 589-6631	Julie Scott
Moorhead	MN	2004	Universal/Nestable	11,868	(218) 299-5422	Chad Martin
Owensboro	KY	1990	Universal, Universal/Nestable	11,854	(270) 687-8760	Downey Ward
Folsom	CA	2004	Automated	11,788	(916) 355-8394	Richard Shaw
Delaware	OH	2001	Nestable	11,612	(740) 369-9675	Linda Matthews
Bowling Green	OH	2000	Universal	11,569	(419) 354-6227	Brian Craft
Indian Trail	NC	1998	Universal/Nestable	11,532	(704) 821-5401	Rox Burhans
Saskatoon, SK	Canada	2013	Universal/Nestable	11,428	(306) 975-2383	Michelle Jelinski
East Ridge	TN	2009	Universal/Nestable	11,263	(423) 867-7711	Kim Gann
El Cerrito	CA	1990	Automated, Nestable, Universal/Nestable	11,057	(510) 215-4354	Garth Schultz
San Juan	TX	1994	Automated	10,939	(956) 702-6441	Carmen Gonzales
Cookeville	TN	2003	Universal	10,825	(931) 252-0782	Tom Dyer
Nacogdoches	TX	2000	Universal	10,799	(936) 559-2582	Wayne Shepard
Sherman	TX	2004	Automated	10,692	(903) 892-7280	Aubrey Henderson
Athens-Clarke County	TN	2010	Universal, Universal/Nestable	10,590	(423) 744-2745	Shawn Lindsey
Deptford Township	NJ	2007	Universal/Nestable	10,192	(856) 228-4719	Pat Rebecca
Billings	MT	2002	Universal, Universal/Nestable	10,072	(406) 667-8260	Vestor Wilson
White Plains	NY	2011	Universal/Nestable, Universal	7,689	(914) 422-1222	Rick Hope

Moses Lake	WA	2007	Universal/Nestable	18,180	(509) 764-3716	Jessica Cole
Columbus	IN	2005	Universal/Nestable	17,880	(812) 376-2563	Jim Norris
Moline	IL	2006	Universal/Nestable	17,850	(309) 524-2402	Brandon Pannell
Milford	CT	2011	Universal/Nestable	17,588	(203) 878-5321	Bruck Kolwicz
Hallandale	FL	1993	Automated, Universal, Universal/Nestable	17,216	(954) 457-1639	Randy Thompson
Northville	MI	2011	Universal/Nestable	17,040	(248) 662-0495	Tom Casari
Hot Springs	AR	2005	Universal/Nestable	17,007	(501) 321-6911	Bill Burrough
Clearwater	FL	1994	Universal	16,970	(727) 562-4929	Bill Buzzell
Harlingen	TX	1995	Automated, Universal/Nestable	16,959	(956) 427-8700	Reuban Diaz
Valparaiso	IN	2005	Universal/Nestable	16,946	(219) 462-4612	Matt Evans
Spartanburg	SC	1999	Universal, Nestable, Universal/Nestable	16,745	(864) 596-3690	Tim Atkins
Los Alamos County	NM	2002	Universal, Universal/Nestable	16,586	(505) 663-1921	Leroy Chacon
Laramie	WY	2009	Universal/Nestable	16,524	(307) 399-7271	Brooks Webb
Danville	IL	2007	Universal/Nestable	16,416	(217) 431-2395	Bob Scott
Michigan City	IN	2008	Universal/Nestable	16,176	(219) 873-1530	Jim Kintzele, Sr.
Yakima	WA	1994	Universal, Universal/Nestable	16,086	(509) 576-6421	Loretta Zammerchi
Gillette	WY	1990	Nestable, Universal/Nestable	15,905	(307) 680-5978	Michael Foote
Lower Valley Water District	TX	2004	Universal/Nestable	15,775	(915) 892-5411	Ann Kelly
Myrtle Beach	SC	2005	Nestable, Universal/Nestable	15,730	(843) 918-2175	Karon Hardee
Torrington	CT	2005	Universal/Nestable	15,650	(860) 489-2232	Gerry Roulette
Vernon	CT	2008	Universal/Nestable	15,604	(860) 870-2232	Peter Griffiths
El Mirage	AZ	2006	Universal/Nestable	15,449	(623) 876-4251	Dave Emon
Eagle Pass	TX	2009	Universal/Nestable	15,300	(830) 352-1999	Joe Mora
Deerfield Beach	FL	2004	Universal	15,107	(954) 444-2867	Mario Reboa
Bettendorf	IA	2004	Universal, Universal/Nestable	15,043	(563) 344-4118	Michelle Javornik
Fort Pierce	FL	2003	Universal/Nestable	15,023	(722) 467-3826	Robbie Creswell
College Station	TX	1998	Automated, Universal/Nestable	14,800	(979) 764-3841	Wally Urrutia
Conway	AR	2008	Universal, Universal/Nestable	14,458	(501) 450-6103	D. A. Campbell
Atlantic City	NJ	1990	Nestable, Automated, Universal/Nestable	14,438	(609) 347-5700	Michael Scott
Greenville	NC	1995	Nestable, Universal, Universal/Nestable	14,395	(252) 329-4337	Delbert Bryant
Dublin	OH	2003	Nestable, Universal/Nestable	14,099	(614) 410-4753	John Babyak
Gardner	MA	2010	Nestable, Universal, Universal/Nestable	14,000	(978) 630-4013	Bernard Sullivan
Huntsville	TX	2007	Universal/Nestable	13,758	(936) 294-5724	Billie Smith
Terrebonne Parish	LA	1990	Automated, Universal, Universal/Nestable	13,520	(985) 873-6739	Eulin Guildry
Rocky Mount	NC	2003	Universal/Nestable	13,451	(252) 467-4956	Cameron Privott
Frederick	MD	2005	Universal, Universal/Nestable	13,404	(301) 600-1182	Keith Brown
Franklin Township	NJ	2003	Universal/Nestable	13,275	(856) 694-3155	Bill Nese
Menasha, Town of	WI	2009	Universal/Nestable	13,017	(920) 720-7129	Joan Burrill
Tyler	TX	1995	Universal, Universal/Nestable	12,836	(903) 531-1388	Dan Brotton
Statesville	NC	1988	Nestable	12,661	(704) 832-3826	Freddie Morrison
Salisbury	NC	1992	Nestable, Universal/Nestable	12,422	(704) 638-5256	Danny Rogars
Menomonee Falls	WI	2008	Universal/Nestable	12,348	(262) 532-4402	Aryln Johnson
Pinehurst	NC	2007	Universal/Nestable	12,311	(910) 295-5021	Tom Haughney
North Augusta	SC	1999	Universal, Universal/Nestable	12,174	(803) 441-4297	Allen Cook

Lynchburg	VA	2003	Universal, Universal/Nestable	30,871	(434) 455-6074	Russ Blankenstein
Madison County	AL	1997	Universal	29,832	(205) 532-3718	Bob Layne
South Jordan	UT	2001	Universal/Nestable	28,507	(801) 254-3742 Ext 1720	Aaron Sainsbury
Nashua	NH	2003	Nestable, Universal/Nestable	28,476	(603) 589-3413	Sally Hyland
Lauderdale County	AL	2004	Universal/Nestable	28,152	(256) 760-5752	Scott Hammer
Rome	GA	2008	Universal/Nestable	27,664	(706) 236-4414	Bill Gilliland
Murfreesboro	TN	1996	Universal	27,563	(615) 893-3681	Joey Smith
Temple	TX	2003	Automated, Universal/Nestable	26,907	(254) 298-5180	Lisa Sebek
Bossier City	LA	1999	Universal, Universal/Nestable	26,835	(318) 741-8405	Jackie Garrett
Kokomo	IN	2004	Universal/Nestable	26,695	(765) 432-7120	Joe Ewing
Warren	OH	1997	Universal, Universal/Nestable	26,143	(330) 841-2632	Leann O'Brien
Fargo	ND	2009	Universal/Nestable	25,566	(701) 241-1552	Terry Ludlum
Victoria	TX	2008	Universal/Nestable	25,469	(361) 485-3200	Daryl Lesac
Fayetteville	AR	2002	Universal	25,431	(479) 444-3477	Ronnie Caudle
Anchorage	AK	2005	Universal/Nestable	25,355	(907) 343-6289	Paul Alcantar
Draper	UT	2009	Universal/Nestable	24,692	(801) 831-7187	Steve Siddoway
Lawton	OK	2008	Universal/Nestable	24,692	(580) 581-3413	Jayson Powell
Cape Girardeau	MO	2010	Universal/Nestable	24,384	(573) 339-6777	Mike Schott
Enid	OK	2007	Universal/Nestable	24,272	(580) 231-1804	Jim McClain
Leominster	MA	2009	Universal/Nestable	24,220	(978) 534-7550	Chris Knuth
Pensacola	FL	1992	Automated, Universal/Nestable	23,399	(850) 435-1894	Jerry Moore
Copperas Cove	TX	2000	Universal, Universal/Nestable	23,371	(254) 547-4234	Silva Rhodes
Wake Forest	NC	2005	Universal/Nestable	23,304	(919) 435-9571	Mike Barton
Delano	CA	2000	Automated	23,220	(661) 345-5717	Joel Ince
Berkeley	CA	2008	Universal, Universal/Nestable	22,908	(510) 981-6355	Rogelio Marquina
Monroe Township	NJ	1998	Nestable, Universal/Nestable	22,456	(609) 728-9844	Bob Avis
Enfield	CT	1992	Automated, Universal, Universal/Nestable	21,889	(860) 763-7524	Piya Hawks
Sanger	CA	1986	Automated	21,568	(559) 876-6300	Eddie Villa-Gomez
Huntsville	AL	2004	Universal/Nestable	21,424	(256) 427-5060	Kathy Hunt
Mooresville	NC	1996	Universal	21,175	(704) 664-4278	John Yvars
East Chicago	IN	1998	Nestable	21,142	(219) 391-8464	Monsi Corsbie
Claremont	CA	1990	Automated, Universal/Nestable	20,944	(909) 399-5431	Isaac Quintero
Grand Junction	CO	1996	Automated Universal	20,862	(970) 244-1570	Rob Laurin
Rock Island	IL	2006	Universal/Nestable	20,538	(309) 733-2261	Fred Bain
Lake Charles	LA	1996	Automated, Universal, Universal/Nestable	20,102	(337) 491-1308	Ed Edwards
Lewisville	TX	2004	Universal/Nestable	19,984	(956) 427-8700	Reuben Diaz
Northglenn	CO	2004	Universal/Nestable	19,955	(303) 450-4023	Keith Kovach
Yuma	AZ	1994	Universal/Nestable	19,872	(928) 373-4633	Joel Olea
Florence	AL	2002	Universal	19,868	(256) 760-6495	David Koonce
Queen's Creek	AZ	2010	Universal/Nestable	19,558	(480) 358-3831	Ramona Simpson
Edinburg	TX	1996	Automated, Universal, Universal/Nestable	19,356	(956) 383-5660	Armando Arellano
East Lyme	CT	2003	Universal/Nestable	18,918	(860) 739-8444	Chuck Holyfield
Decatur	AL	2011	Universal/Nestable	18,600	(256) 341-4718	Emily Johnson

Oxnard	CA	1992	Universal, Universal/Nestable	91,594	(805) 385-8223	Eric Okada
Clovis	CA	1990	Universal, Universal/Nestable	84,629	(559) 696-8247	Jason Schneider
Burnaby, BC	Canada	2009	Universal/Nestable	79,188	(604) 294-7213	Bill Carey
Bridgeport	CT	2001	Universal, Universal/Nestable	78,127	(203) 576-8123	Bob Kennedy
Mobile	AL	2003	Universal/Nestable	78,122	(251) 208-2901	John Windley
Tampa	FL	2007	Universal/Nestable	77,244	(813) 348-2095	Vincent Butorac
Ann Arbor	MI	1991	Automated Universal/Nestable	75,057	(734) 794-6430	Christina Gomes
Beaumont	TX	1988	Automated	74,040	(409) 842-1482	Benjy Williams
St. Louis	MO	1989	Automated Nestable	71,164	(314) 353-8900	Nick Yung
New Haven	CT	2004	Universal Universal/Nestable	70,025	(203) 946-8329	Ed D'Angelo
Roseville	CA	1990	Automated	65,145	(916) 774-5785	Shelly Salter
McAllen	TX	1994	Automated	64,987	(956) 972-7600	Mario Vela
Longmont	CO	1999	Automated, Universal, Universal/Nestable	63,116	(303) 651-8418	Charles Kamenides
Norfolk	VA	2002	Universal	62,745	(757) 441-1176 Ext. 4277	Karen Cookson
Merced	CA	1989	Automated	62,481	(209) 385-4772	Stan Murdock
Ogden	UT	2002	Automated	61,934	(801) 629-8405	Mike Hales
Killeen	TX	1997	Universal, Universal/Nestable	61,142	(254) 220-7644	Richard Davis
O'Fallon	MO	2002	Universal, Universal/Nestable	59,376	(636) 240-2921	Jim Wenzara
Edmond	OK	1993	Universal, Universal/Nestable	58,435	(405) 216-7743	Wesley Dedmon
Fayetteville	NC	1991	Nestable, Universal/Nestable	57,096	(910) 433-1984	Jerry Deitzen
Stamford	CT	2007	Universal/Nestable	53,399	(203) 977-4605	Dan Colleluori
Santa Fe	NM	1998	Universal, Universal/Nestable	52,321	(505) 955-2241	Lawrence Garcia
Savannah	GA	1994	Universal, Universal/Nestable	51,887	(912) 651-6581	Stephanie Cutter
Greensboro	NC	2006	Universal/Nestable	49,429	(336) 373-4379	Sheldon Smith
Charleston	SC	1995	Nestable, Universal, Universal/Nestable	48,110	(843) 724-7365	Sam Price
New Braunfels	TX	2005	Universal/Nestable	47,990	(830) 608-2140	Mike Mundell
Hinesville	GA	1990	Nestable, Universal/Nestable	47,953	(912) 876-8216	Darlene Parker
Roanoke	VA	1997	Universal, Universal/Nestable	46,981	(540) 853-6848	Skip Decker
Richland	WA	1993	Universal, Universal/Nestable	43,700	(509) 942-7497	Mark Chidester
Tempe	AZ	1993	Automated	43,636	(480) 285-7537	James Thornton
Oshkosh	WI	2009	Universal/Nestable	43,595	(920) 232-5382	Kevin Uhen
Taylor	MI	2011	Universal/Nestable	41,324	(734) 374-1473	Dave Mackie
Newport News	VA	2003	Universal/Nestable	40,840	(757) 269-2853	Amy Gray
Galveston	TX	1997	Universal	36,424	(409) 741-6046	Cindy de Witt
Brandon, MB	Canada	2008	Universal/Nestable	36,379	(204) 729-2285	Scott Haddow
Visalia	CA	1986	Automated	34,083	(559) 713-4296	Rene Flores
Tallahassee	FL	1999	Universal, Universal/Nestable	33,880	(850) 891-5450	Reginald Ofuani
Kingsport	TN	2005	Universal, Universal/Nestable	32,866	(423) 224-2675	Ronnie Hammonds
Port Arthur	TX	1996	Automated Universal	32,498	(409) 983-8518	Gerald Robinson
Carrollton	TX	1993	Universal, Universal/Nestable	32,299	(972) 466-3115	Vince Priolo
Kannapolis	NC	2001	Universal, Universal/Nestable	31,318	(704) 920-4200	Wilmer Melton
Rockville	MD	2006	Universal, Universal/Nestable	31,245	(240) 314-8579	Ray Foreman



## MUNICIPAL REFERENCES

March 2015

Municipality	State	Year Installed	Cart Type	Quantity	Phone Number	Contact
Austin	TX	1991	Nestable, Universal Universal/Nestable	554,643	(912) 587-4478	Richard McHale
Fresno	CA	1991	Automated, Universal, Universal/Nestable	456,861	(559) 621-1878	Jerry Schuber
El Paso	TX	1997	Universal, Universal/Nestable	400,428	(915) 472-4744	Ellen Smyth
Nashville	TN	1996	Universal, Universal/Nestable	389,413	(615) 462-4122	Cody Osborne
Houston	TX	1997	Universal, Universal/Nestable	382,204	(713) 839-9103	Harry Hayes
Washington	DC	1981	Nestable, Universal, Universal/Nestable	361,923	(202) 645-5142	Sybil Hammond
Surrey, BC	Canada	2010	Universal/Nestable	311,349	(604) 590-7287	Rob Costanzo
Dallas	TX	2004	Universal/Nestable	291,581	(214) 986-3834	Tony Benjamin
Tucson	AZ	1990	Universal, Universal/Nestable	260,255	(520) 791-3175	Pat Tapia
Detroit	MI	1993	Automated Universal	246,327	(313) 224-3905	Ron Brundidge
Bakersfield	CA	1991	Universal	242,425	(661) 326-3114	Kevin Barnes
Salt Lake City	UT	1987	Automated	237,136	(801) 535-6999	Art Valente
Riverside	CA	1991	Automated Universal	214,893	(951) 826-5120	Coleen Weeks
Vancouver, BC	Canada	2004	Universal, Universal/Nestable	206,043	(604) 873-7239	Bob McLennan
Toledo	OH	2009	Universal/Nestable	199,988	(419) 936-2527	Ed Irelan
Winston-Salem	NC	1990	Nestable, Universal, Universal/Nestable	196,888	(336) 403-6479	Johnnie Taylor
Charlotte	NC	1994	Universal	184,254	(704) 336-2218	Victoria Johnson/ Sharon Lee
Shreveport	LA	1999	Universal, Universal/Nestable	176,573	(318) 673-6300	Fred Williams
Des Moines	IA	1997	Universal, Universal/Nestable	172,286	(515) 208-0664	John Peak
Prince George's County	MD	2007	Universal/Nestable	165,605	(301) 883-6081	Marilyn Rybak
Baton Rouge	LA	2005	Universal/Nestable	165,345	(225) 389-3162	David Guillory
Akron	OH	2006	Universal/Nestable	132,997	(330) 375-2834	Robert Harris
Dayton	OH	1990	Automated, Universal, Universal/Nestable	131,581	(937) 333-4833	Tom Ritchie, Jr.
Macon	GA	1976	Nestable	122,092	(478) 951-2485	Kevin Barkley
Fort Wayne	IN	2005	Universal/Nestable	122,079	(260) 427-5796	Matt Gratz
Lee County	FL	2010	Universal, Nestable, Universal/Nestable	119,590	(239) 707-1064	Emory Smith
Corpus Christi	TX	1996	Universal, Universal/Nestable	106,504	(361) 826-1972	Lawrence Mikolajczyk
Glendale	CA	1990	Universal	106,295	(818) 550-3449	Lynn Kociemba
Saanich, BC	Canada	2012	Universal/Nestable	102,342	(250) 475-1175	David McAra
Pasadena	CA	1988	Universal	101,181	(626) 945-1819	Thanos Gauthier
Albuquerque	NM	1998	Universal, Universal/Nestable	100,304	(505) 238-4880	Efren Teran
Burbank	CA	1993	Nestable, Universal Automated	99,183	(818) 238-3800	Jeff Musich
Thornton	CO	1992	Automated Universal	96,605	(720) 977-6310	Adam Lovato
Laredo	TX	2003	Universal/Nestable	95,610	(956) 795-2510	Ernesto Elizondo
Columbia	SC	1980	Nestable Universal	94,374	(803) 545-3800	Robert Anderson
Torrance	CA	1991	Automated Universal	93,428	(310) 781-6900	Matt Knapp
Metro Waste Authority	IA	2008	Universal, Universal/Nestable	92,664	(515) 323-6501	Leslie Irbuckle



## MUNICIPAL REFERENCES

Town of Nags Head, NC

August 2015

Municipality	State	Year Installed	Cart Type	Quantity	Contact	Phone Number
Washington	DC	1981	Nestable, Universal, Universal/Nestable	361,923	Sybil Hammond	(202) 645-5142
Winston-Salem	NC	1990	Nestable, Universal, Universal/Nestable	196,888	Johnnie Taylor	(336) 403-6479
Kannapolis	NC	2001	Universal, Universal/Nestable	31,318	Wilmer Melton	(704) 920-4200
Statesville	NC	1988	Nestable	12,661	Freddie Morrison	(704) 832-3826

**Toter®**

**TOWN OF NAGS HEAD, NC**

**Request for Proposals  
96 Gallon Rollout Recycling Carts**

**REFERENCES**



February 24, 2015

To whom it may concern:

Wastequip, LLC acquired 100% of the ownership interest in Toter LLC as of April 13, 2007. Wastequip LLC recognizes that Toter warrants its products. Should Toter LLC ever become unable to honor its financial responsibilities, Wastequip LLC will accept that responsibility for Toter, including the obligation and commitment to honor Toter LLC's warranty.

Sincerely,

Stephen R. Svetik  
CFO  
Wastequip LLC

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Subscribed and sworn to before me this 24<sup>th</sup> day of February 2015.

\_\_\_\_\_  
Notary Public

Seal:

My Commission Expires: 6-12-19

LESLEY A O'REGAN  
NOTARY PUBLIC  
MECKLENBURG COUNTY, NC  
My Commission Expires 6-12-2019

Corporate Headquarters 6525 Morrison Boulevard, Suite 300 | Charlotte, NC 28211 | 877.468.9278 | sales@wastequip.com | www.wastequip.com



**Toter®**

**TOWN OF NAGS HEAD, NC**

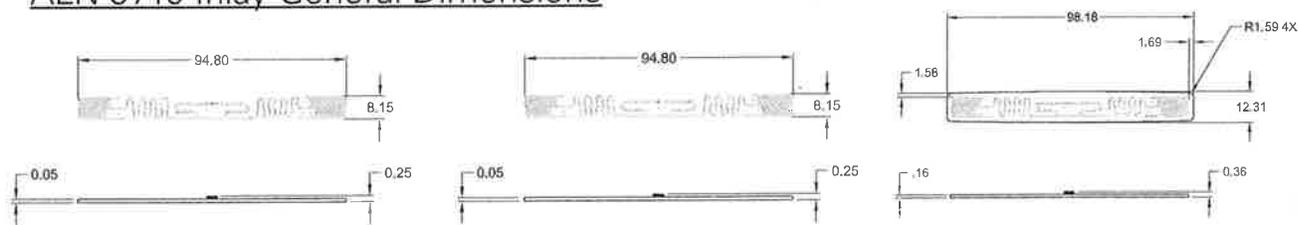
**Request for Proposals  
96 Gallon Rollout Recycling Carts**

**WARRANTY**



# ALN 9740 Squiggle Inlay

## ALN-9740 Inlay General Dimensions



**ALN-9740-R**  
(Dry Unslit Inlay)

**ALN-9740-SR**  
(Dry Slit Inlay)

**ALN-9740-WRC / -WRW**  
(Clear / White Wet Inlay)

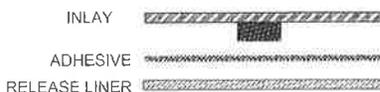
## ALN-9740 Inlay Stackup

DRY INLAY THICKNESS, ±10%	
OVER ANTENNA	0.05 mm
OVER CHIP	0.25 mm



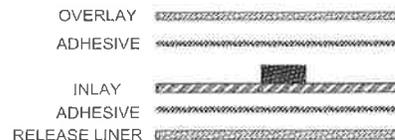
**ALN-9740-R / -SR**  
(Dry Unslit / Slit Inlay)

CLEAR WET INLAY THICKNESS, ±10%	
OVER ANTENNA	0.08 mm
OVER CHIP	0.28 mm



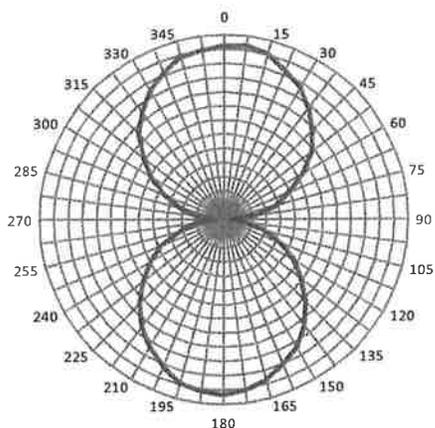
**ALN-9740-WRC**  
(Clear Wet Inlay)

WHITE WET INLAY THICKNESS, ±10%	
OVER ANTENNA	0.16 mm
OVER CHIP	0.36 mm

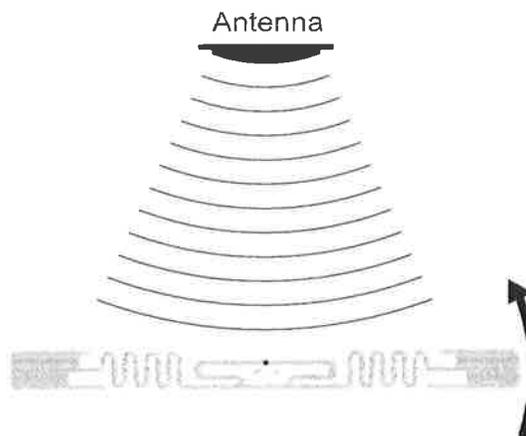


**ALN-9740-WRW**  
(White Wet Inlay)

## ALN-9740 Inlay Angular Sensitivity



Angular Sensitivity  
(Relative Read Range vs. Orientation)

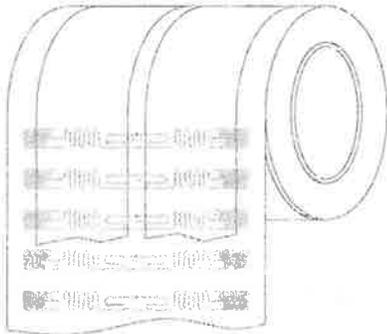


Angular Sensitivity  
Inlay is rotated in the x, y, plane about the z axis  
(tag shown at 0° with respect to face of antenna)

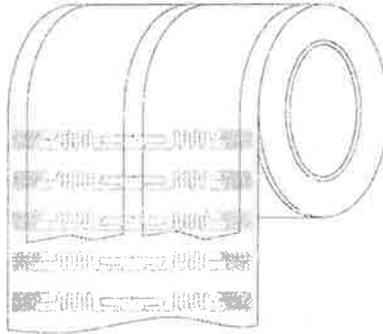


# ALN 9740 Squiggle Inlay

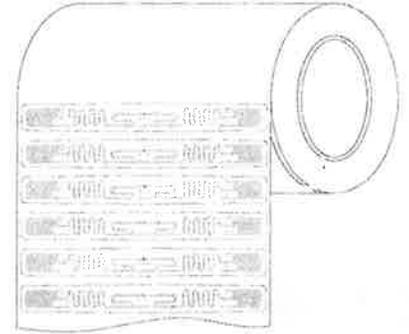
## ALN-9740 Inlay Orientation



**ALN-9740-R**  
(Dry Unslit Roll)



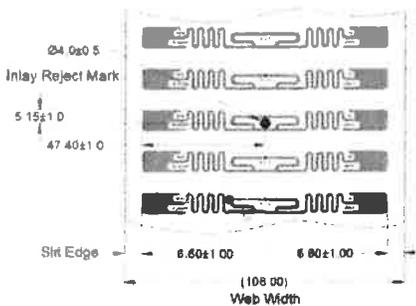
**ALN-9740-SR**  
(Dry Slit Roll)



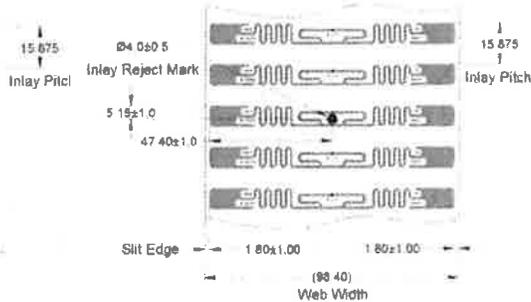
**ALN-9740-WRC / -WRW**  
(Clear / White Wet Inlay)

Standard Alien Inlay rolls unwind with metal antenna side facing outward, with respect to the core.

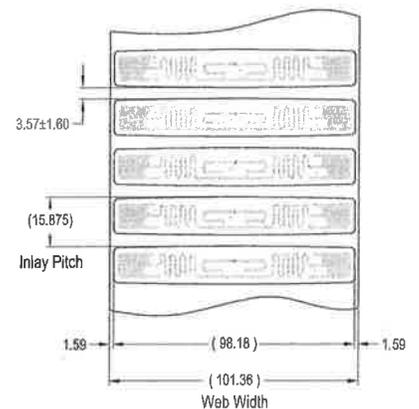
## ALN-9740 Inlay Specification



**ALN-9740-R**  
(Dry Unslit Roll)



**ALN-9740-SR**  
(Dry Slit Roll)



**ALN-9740-WRC / -WRW**  
(Clear / White Wet Inlay)





# ALN-9740

## SQUIGGLE INLAY (HIGGS™ 4)

The Alien Technology® ALN-9740 Squiggle® is a high-performance, general-purpose RFID inlay for use in a wide variety of applications. Brings all the Higgs™ 4 advantages to highly-regarded “Squiggle” Inlay.

### Applications



- Volume Retail/Apparel
- Enterprise Wide Asset Management
- Warehouse Management
- Tracking Challenging Materials and Objects

FEATURE	DESCRIPTION	BENEFIT
One of the most widely-used general-purpose tags, now with an optimized memory footprint.	Well-proven design for a broad range of worldwide applications. Optimized 448 bit memory footprint for volume and enterprise applications.	Robust, proven, and reliable. Designed to drive down the cost-of-ownership while increasing efficiencies of RFID solutions in large enterprises.
One of the best performing general-purpose tags on the market, now with next generation Higgs™ 4 performance.	Optimized for high performance in all world regions. Higgs™ 4 further enhances read and write sensitivity.	Trusted performance now even further enhanced, enabling robust encoding and reading, even in challenging conditions.
Designed to work well in challenging dielectric environments.	A very robust general purpose tag.	Reliable in challenging environments.

### Features:

- › Designed to meet EPCglobal Gen2 (V 1.2.0) and ISO/IEC 18000-6C
- › Worldwide operation in the RFID UHF bands (840-960 MHz)
- › 448-Bits of NVRAM Memory
  - 128-EPC Bits
  - 128 User Bits
  - 64 Bit Unique TID
  - 32 Bit Access and 32 bit Kill Passwords
- › Pre-Programmed with a unique, unalterable 64-bit serial number
- › User Memory can be Block Perma-Locked as well as read password protected in 32 Bit Blocks
- › Low power operation for both read and program
- › Dynamic Authentication™ - anti-cloning/anti-counterfeit technology
- › Exceptional operating range, up to 11m with appropriate antenna.
- › Available in high-yield, high capacity dry/wet inlay rolls

### Product Overview:

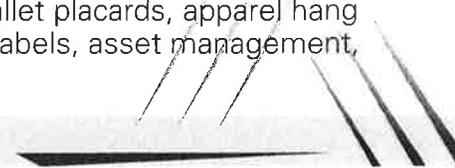
Powered by Alien®’s volume focused **Higgs™ 4 UHF RFID IC** and innovative **Squiggle** antenna design, the ALN-9740 delivers industry leading EPC Gen 2 performance and reliability at a competitive price.

ALN-9740 inlays are *World Tag* compliant, enabling consistent operation across the diverse frequencies of the Americas, Europe, Middle East, Asia, and Africa.

With its Higgs-4 core, the Squiggle delivers next generation performance and a rich feature set, yet is completely **optimized for the highest volume enterprise, retail, and apparel applications**.

An optimized memory footprint includes a 32-bit TID, a **64-bit Unique TID for authentication** and **next generation serialization** applications, a **128-bit EPC memory** bank, 128-bits of user memory for distributed data applications, and **password protected read and write** support capabilities to prevent unauthorized viewing and modification of the tag’s data.

Typical applications for the Squiggle include, but are not limited to, corrugate cases, pallet placards, apparel hang tags, baggage tags, shipping labels, asset management, and file folder labels.





## ALN 9740 Squiggle Inlay

### ALN-9740 Specifications

Dry Inlay		Environmental	
Antenna Width	3.732" [94.8mm]	Shelf Life	2 years at +77°F [+25°C] @ 40%RH
Antenna Length	0.319" [8.1mm]	Recommended Storage	+77°F [+25°C] @ 40% RH
Web Width (-R)	4.252" [108.0mm]	Storage Limits	-13°F to 122°F [-25°C to +50°C] 20% to 90% RH Non-condensing
Web Width (-SR)	3.874" [98.4mm]	Operating Limits	-40°F to +158°F [-40°C to +70°C] 20% to 90% RH Non-condensing
Web Pitch	0.625" [15.875mm]	Bend Diameter	> 1.97" [50mm]
Core Width (-R)	4.252" [108.0mm]	Pressure	< 5N/mm <sup>2</sup>
Core Width (-SR)	3.874" [98.4mm]	Drop Resistance	Per ASTM D5276
Core ID	6" [152.4mm]	Write Cycles	100,000 @ 25°C
Core Material	Fiberboard	RoHs	2002/95/EC Compliant
Interleaf Material	Paper	REACH	1907/2006/EC Compliant
Interleaf Width	1.5" [38.1mm]	ESD – HBM / CDM	> 5.0kV / > 1.5kV
Inlays per Roll	20,000 Nominal		
Maximum Roll OD	< 12" [304.8mm]		
Roll Labeling Data	Roll #, Quantity		
Wet Inlay		RFID	
Inlay Width	3.866" [98.2mm]	Protocols Supported	ISO/IEC 18000-6C EPCglobal Class 1 Gen 2
Inlay Length	0.484" [12.3mm]	Integrated Circuit	Alien Higgs-4
Web Width	3.992" [101.4mm]	EPCglobal Certificate	950110126000001084
Web Pitch	0.625" [15.875mm]	Operating Frequency	840–960 MHz
Core Width	4.752" [120.7mm]	EPC Size	128 Bits
Core ID	6" [152.4mm]	User Memory	128 Bits
Core Material	Fiberboard	TID	32 Bits
Inlays per Roll	20,000 Nominal	Unique TID	64 Bits
Maximum Roll OD	< 16" [406.4mm]	Access Password	32 Bits
Roll Labeling Data	Roll #, Quantity	Kill Password	32 Bits
White (-WRW)	TT Printable White Film Overlay		
Overlay Adhesive (-WRW)	General Purpose Permanent		
Inlay Adhesive	General Purpose Permanent		
Adhesive Application Temperature	> +36.5°F [+2°C]		
Adhesive Service Temperature	-4°F to +199.4°F [-20°C to +93°C]		
Release Liner	40# SCK		

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HANDLING PRECAUTIONS Observe standard handling practices to minimize ESD.

DISCLAIMER Application recommendations are guidelines only - actual results may vary and should be confirmed. This is a general purpose product not designed or intended for any specific application.

This product is covered by one or more of the following U.S. patents: 7067204, 7031063, 7869766, 7717825, 7716208, 7716160, 7688206, 7659822, 7619531, 7615479, 7598867, 7580378, 7576656, 7562081, 7561221, 7559486, 7559131, 7554451, 7551141, 7542301, 7542098, 7531216, 7522095, 7500650, 7489546, 7453765, 7435481, 7417106, 7411581, 7385284, 7377445, 7364084, 7355598, 7343460, 7324061, 7321150, 7301458, 7295114, 7288432, 7265675, 7262686, 7260882, 7253735, 7244326, 7218527, 7214569, 7199527, 7193504, 7173528, 7172910, 7172790, 7141176, 7132350, 7101302, 7080444, 7070851, 7068224, 7046328, 6998644, 6988667, 6985161, 6980184, 6970219, 6952157, 6942155, 6933848, 6927085, 6816380, 6786956, 6731353, 6693384, 6683663, 6665044, 6657289, 6623579, 6606247, 6606079, 6590548, 6386318, 6360744, 6355426, 6327064, 6479793, 6468638, 6420266, 6316778, 6291896, 6281038. Other patents pending.



Alien Technology  
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www.alientechnology.com

19 January 2012

# TI-0338-A MDPE

## NOVAPOL<sup>®</sup> POLYETHYLENE

### AVAILABILITY

NOVAPOL polyethylene resins are available in bulk hopper cars, hopper trucks, boxes, sea bulk containers or bags. The product type and batch number are clearly marked on each container. Contact the NOVA Chemicals sales office nearest you for availability in your area.

### STORAGE/HANDLING

TI-0338-A should be stored in a clean, dry place at ambient temperatures. Prolonged or improper storage can result in deterioration of product properties. Care should be taken when handling and transferring product to prevent foreign matter contamination. The NOVA Chemicals material safety data sheet (MSDS) contains important safety information and should be reviewed before using the product.

### PROCESSING CONDITIONS

Comprehensive assistance with processing conditions and technology is available from NOVA Chemicals Technical Service.

### FOOD PACKAGING STATUS

**Canada:** NOVA Chemicals Ltd. has not submitted TI-0338-A to HPB for an opinion on its use in Canada for food packaging applications. Please contact your NOVA Chemicals Technical Service representative for information on the use of this resin in the packaging of specific foodstuffs.

**United States:** TI-0338-A complies with the specifications contained in the U.S. Food and Drug Administration (FDA) regulation 21 CFR 177.1520 for olefin polymers, para. (c) 3.2a, and may thus be used in the United States as an article or component of an article intended for use in contact with food.

**Other Countries:** For regulatory compliance information for other countries, please contact your nearest NOVA Chemicals office.

### ENVIRONMENTAL

NOVA Chemicals' polyethylene resins are biologically and chemically inert, but improper disposal may present an ingestion hazard to wildlife. Where recycling of NOVA Chemicals' polyethylene resins is not possible, disposal to landfill or incineration in accordance with all applicable government laws and regulations is recommended. Please contact NOVA Chemicals Technical Service for further information on recycling and disposal of NOVA Chemicals resins.



LDPE is the SPI resin code developed for low density and linear low density polyethylene to identify material type for sorting and recycling purposes.

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Canada T1Y 6G7

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Fax: 41-26-409-73-26



is a registered trademark of NOVA Brands Ltd; authorized use.

NOVAPOL<sup>®</sup> is a trademark of NOVA Brands Ltd; authorized use.

All information is furnished in good faith, without warranty, representation, inducement or a license of any kind. No guarantee is given that NOVA Chemicals' products will be suitable in purchasers' formulations or processes for any particular end use.



Association of Rotational Molders

July 16, 1998

**NOVAPOL<sup>®</sup>** POLYETHYLENE

**NOVAPOL**

Product Data Sheet  
Rotational Molding Resin

Melt Index 3.5  
Density 0.938

**FEATURES:**

- Hexene copolymer
- Excellent impact
- Excellent ESCR

**ADDITIVES:**

- Processing antioxidants

**APPLICATIONS:**

- Large parts
- Agricultural storage tanks

Properties	ASTM (1)	Typical Values (2)	
		SI Units	English Units
Melt Index (3)	D 1238	3.5 g/10 min	
Density	D 792	0.938 g/cm <sup>3</sup>	
Melting Point		129 °C	264 °F
Crystallization Temperature		114 °C	237 °F
% Crystallinity		56 %	56 %
<b>Molded Plaque Properties</b>			
Tensile Strength @ Yield	D 638	20.6 MPa	3 000 psi
Tensile Strength @ Break		D 638 29.1	MPa 4 200
Elongation @ Yield	D 638	12 %	12 %
Elongation @ Break	D 638	1 000 %	1 000 %
Flexural Modulus	D 790	702 MPa	102 000 psi
Izod Impact Resistance (4)	D 256	182 J/m	3.4 ft-lb/in
Tensile Impact Strength	D 1822	145 kJ/m <sup>2</sup>	69.1 ft-lb/in <sup>2</sup>
ARM Impact (5)		74.5 J/m	55 ft-lb/in
Softening Point (Vicat)	D 1525	122 °C	252 °F
Heat Deflection Temperature (6)	D 648	58 °C	136 °F
ESCR, F <sub>50</sub> 100% IGEPAL(7)	D 1693	>1 000 hr	>1 000 hr
ESCR, F <sub>50</sub> 10% IGEPAL (7)	D 1693	30 hr	30 hr

(1) Properties designated have been determined in accordance with the current issues of the specified testing methods. Methods of the American Society for Testing and Materials (ASTM) are used wherever applicable.

(2) Typical Values represent average laboratory values and are intended as guides only, not as specifications.

(3) Condition 190/2.16.

(4) 125 mil sample, notched.

(5) Association of Rotational Molders, -40°C, 3.2 mm (0.125 in).

(6) @ 66 psi.

(7) Environmental stress crack resistance, Condition A.

# ExxonMobil

ExxonMobil  
Chemical

Linear Low Density Polyethylene

## LL-8400 Series Rotational Molding Grades

### Description

ExxonMobil LL-8400 series are linear medium density polyethylene resins that provide outstanding environmental stress crack resistance. They are well suited for the rotomolding of parts that require a combination of good flow characteristics, stiffness and good low temperature toughness.

### Typical Applications

- Septic tanks
- Chemical storage bins
- Rotomolded pallets
- Potable water tanks

LL-8401 Base resin with oxidation protection only in pellet form.  
LL-8460 Fully formulated long term UV stability package in pellet form.  
LL-8461 Fully formulated long term UV stability package in ground form.

Resin Properties	Test Based On <sup>4</sup>	Unit	Typical Value <sup>1</sup>
Melt Index	ASTM D-1238	g/10 min.	3.3
Density	ASTM D-4883	g/cm <sup>3</sup>	0.938
Melting Point	ExxonMobil Method	°C	126.5
<b>Molded Properties<sup>2</sup></b>			
Yield Tensile Strength <sup>3</sup>	ASTM D-638	MPa (psi)	17.9 (2,600)
Elongation @ Break	ASTM D-638	%	765
Flexural Modulus, 1% Secant	ASTM D-790	MPa (psi)	613 (89,000)
Impact Strength	ARM	ft-lbs	145
Max. Force @ - 40°C, 1/4" thickness			
Environmental Stress Crack Resistance, F <sub>50</sub> Condition B	ASTM D-1693	hr	> 500
Heat Distortion Temperature	ASTM D-648	°C	
66 psi			52.5
264 psi			40

1. Values given above are typical and should not be used as specification limits.
2. All physical properties were measured on rotomolded specimens.
3. Tensile testing was conducted at a crosshead speed of 50 mm/min. The tensile strength reported refers to the maximum load reached during the test
4. ASTM test procedures may be modified to accommodate operating conditions or facility limitations

### Food Packaging

LL-8400 series grades are olefin copolymers which comply with FDA Regulations 21 CFR 177.1520 (c) 3.1 and 3.2, and may be used in articles which are intended to contact food. Health and Welfare Canada has no objection to the use of these resins in food packaging. The finished article is subject to certain additive-related volume (5 U.S. gallon minimum) and temperature (Maximum: 150°F (U.S.) or 120°F (Canada)) restrictions. Contact your ExxonMobil representative to review specific applications.

**Table 11**  
Processing Stability of LLDPE @ 240°C

Base: Solution process, octene, film grade  
100 ppm Irganox 1010  
2000 ppm Calcium Stearate

Stabilizer	MFI (190° C/5 kp) after multiple extrusion		
	1st.	3rd.	5th.
Base	2.0	1.5	1.0
300 ppm Irganox 1010	2.2	1.6	1.4
300 ppm Irganox 1076	2.1	1.6	1.3
200 ppm Irganox 1010 + 800 ppm Irgafos 168 (1000 ppm Irganox B561)	2.4	2.2	1.9
200 ppm Irganox 1076 + 800 ppm Irgafos 168 (1000 ppm Irganox B900)	2.4	2.2	1.9
200 ppm Irganox 1010 + 500 ppm Irganox P-EPQ FF (700 ppm Irganox B712 FF)	2.5	2.2	1.7

**Table 12**  
Thermal Stability of LLDPE

Base: Solution Process, octene, film grade  
100 ppm Irganox 1010  
2000 ppm Calcium Stearate  
Samples: 1000 micron (40 mil) plaques (6 min at 180°C)

Stabilizer	Days to beginning of crack formation at 110°C
Base	67
300 ppm Irganox 1010	160
300 ppm Irganox 1076	154
200 ppm Irganox 1010 + 800 ppm Irgafos 168 (1000 ppm Irganox B561)	138
200 ppm Irganox 1076 + 800 ppm Irgafos 168 (1000 ppm Irganox B900)	125
200 ppm Irganox 1010 + 500 ppm Irganox P-EPQ FF (700 ppm Irganox B712 FF)	139

### Processing and Long Term Heat Stability of Linear Low Density Polyethylene

Tables 11 and 12 show the improvement in processing stability and heat stability which can be achieved by the addition of hindered phenolic antioxidants or blends of hindered phenols with Irgafos 168 or Irgafos P-EPQ FF.

Table 13 shows the results of an experiment in Unipol Process LLDPE comparing various phenolics, B-Blends of phenolics and Irgafos 168, and hindered amines, tested at low temperatures.

**Table 13**  
Long Term Stabilization at 70°C (Circulating Air Oven)

Base: Unipol Gas Phase Linear Low Density Polyethylene

Stabilizer (250 ppm)	Hours to 50% Retention of Original Elongation* (or % Elongation Retained at 22,000 hours)	Yellowness Index**	
		Initial	at failure point (or at 22,000 hours)
Base	2,666 Hours	- 4.0	-6.3
Irganox 1010	67% (> 22,000)	3.6	20
Irganox B 225	18,310	1.6	16.3
Irganox 1076	17,000	- 2.6	21
Irganox 1076 + Irgafos 168 (1:1)	13,000	- 4.0	15.3
Tinuvin 622LD	51% (> 22,000)	-11.8	6.4

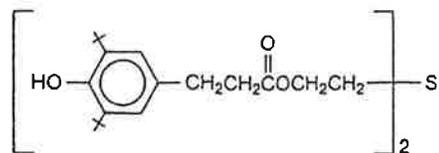
\*Elongation Testing performed on 15 mil (375 micron) tensile bars.

\*\*Yellowness Index measured on 125 mil (3125 micron) plaques.

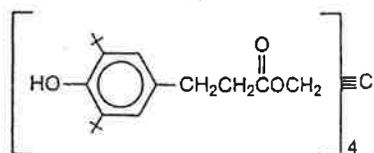
Attachment 3

CIBA-GEIGY Antioxidants for Polyolefins  
Chemical Structures

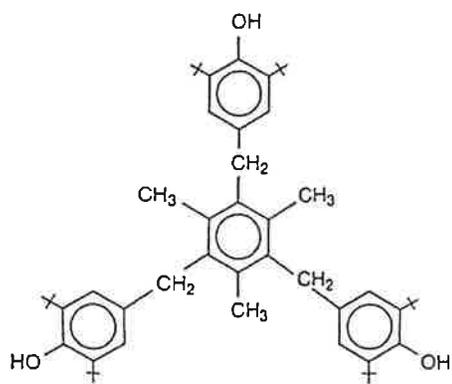
Irganox 1035



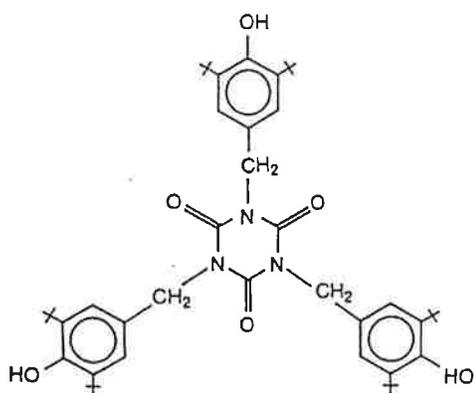
Irganox 1010



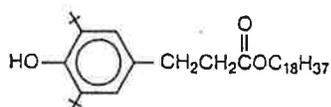
Irganox 1330



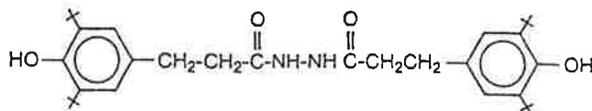
Irganox 3114



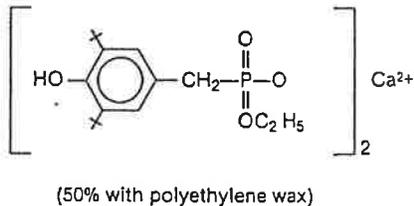
Irganox 1076



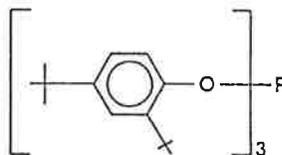
Irganox MD-1024



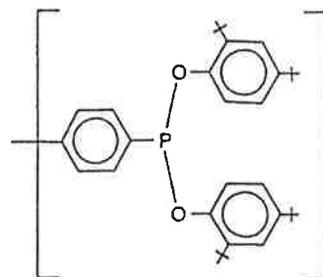
Irganox 1425 WL



Irgafos 168

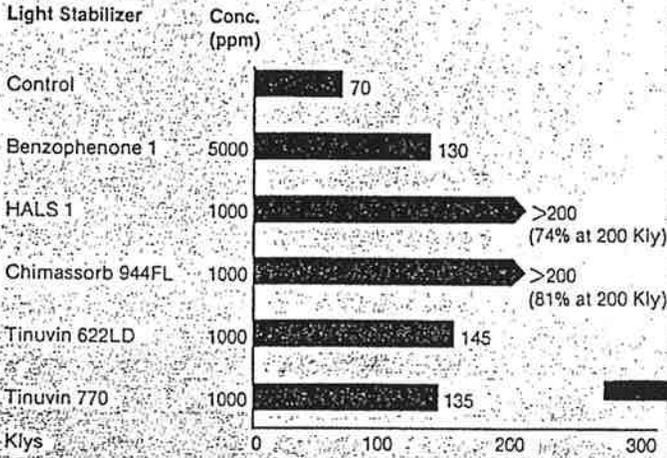


Irgafos P-EPQ FF



**Figure 7**  
Florida Exposure of TiO<sub>2</sub> Pigmented HDPE  
(corresponds to figure 6)

Exposure: Florida, Direct South 45°  
Criteria: Klys to 50% Retention of Initial Elongation

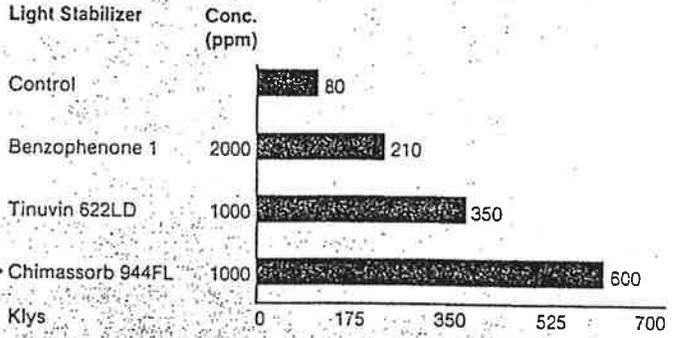


**Figure 9**  
Light Stability of (3.1 mm/125 Mills)  
Linear Low Density Polyethylene Plaques

Control: 400 ppm Irganox 1010, 1000 ppm Stearate  
Exposure: Florida, Direct South 45°  
Pigmentation: 3500 ppm Brown System

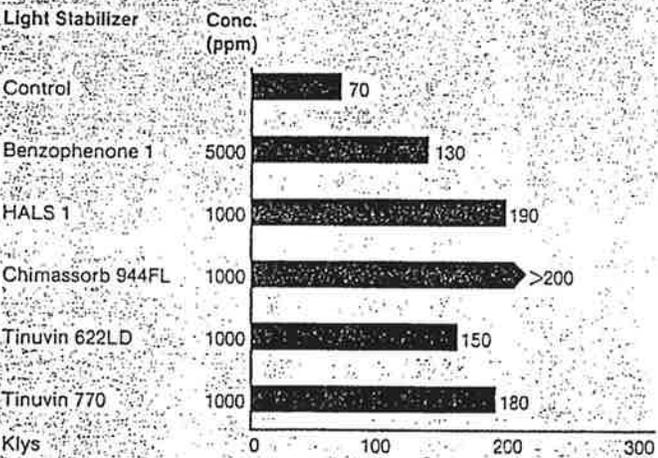
**Physical Properties**

Criteria: Klys to 50% Retention of Elongation



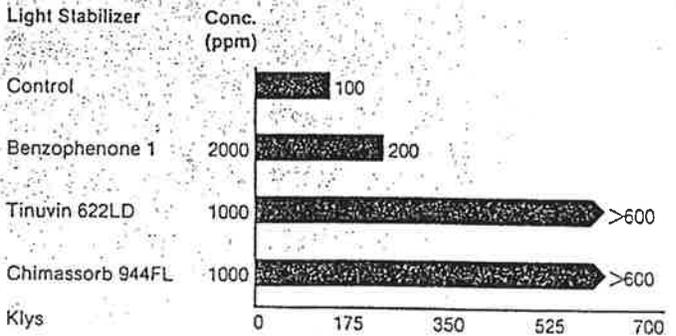
**Figure 8**  
Florida Exposure of Natural HDPE  
(corresponds to figures 6 and 7 except unpigmented)

Exposure: Florida, Direct South 45°  
Criteria: Klys to 50% Retention of Elongation



**Aesthetic Properties**

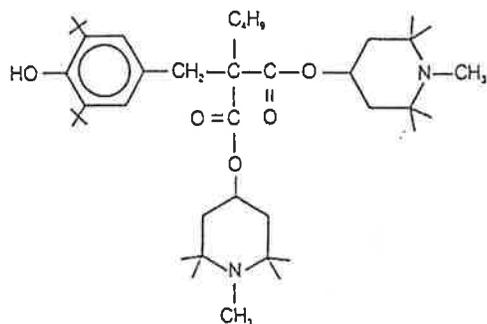
Criteria: Klys to Visual Surface Crazing



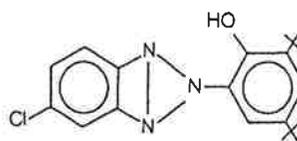
# Attachment 1

## Chemical structures of CIBA-GEIGY light stabilizers and antioxidants for polyolefins

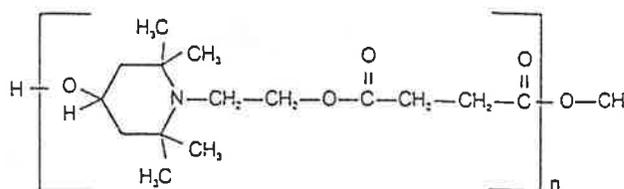
Tinuvin 144



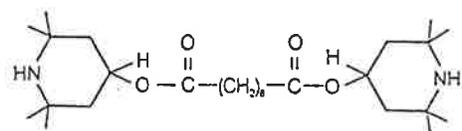
Tinuvin 327



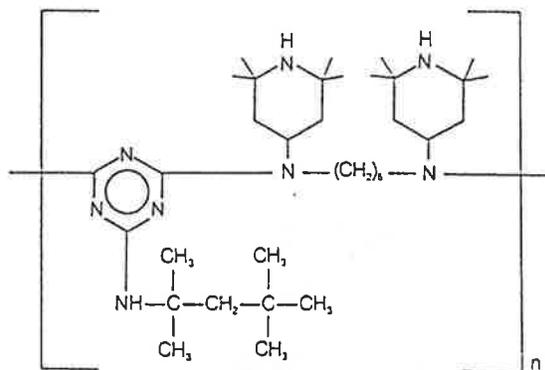
Tinuvin 622LD



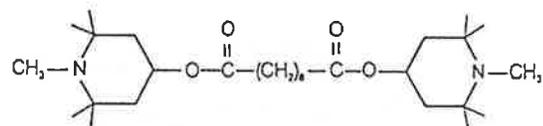
Tinuvin 770



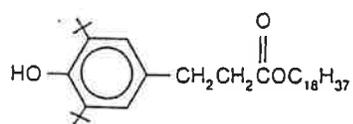
Chimassorb 944FL



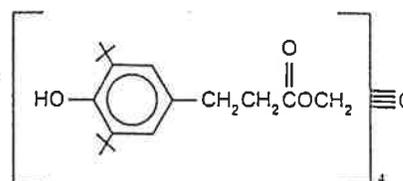
Tinuvin 765



Irganox 1076



Irganox 1010



## CERTIFICATION OF ADDITIVES

### I. Ultraviolet (UV) Inhibitor

All Toter products are stabilized for long term (10+ years) outdoor exposure by the addition of ultraviolet (UV) light stabilizers. The UV stabilizers utilized are supplied by companies such as Ciba-Geigy or Cytec. Hindered amine light stabilizers (HALS) such as Chimassorb 944 and Cyasorb UV-3346 are specified (Attachment #1).

UV stabilizers are added at a level to insure that 50% retention of elongation is present in the product after 10 years' outdoor weathering (Attachment #2).

Complete and homogeneous dispersion is assured by hot-melt compounding the UV stabilizer in the final product.

### II. Thermal Stabilizers, Antioxidants (AO)

All Toter products are stabilized for long term (10+ years) exposure to thermal conditions by the addition of antioxidants such as Irganox 1010, Irgaphos 168 supplied by Ciba Geigy, or Cyanox 2777 supplied by Cytec (Attachment #3).

Thermal stabilizers (AO) are added at a level to insure that a minimum of 50% retention of elongation is retained after 22,000 hours of exposure at 158° F (70° C) (Attachment #4). Complete and homogeneous dispersion is assured by hot-melt compounding the thermal stabilizers (AO) in the final product.



## **UV/COLOR ADDITIVES CERTIFICATION**

### **Town of Nags Head, NC**

Hals type UV and antioxidant is added by weight at a proprietary blend.

All primary colorants purchased from this supplier are a proprietary liquid blend but each lot is traced and certified by Certificate of Analysis sheets such as the example attached.

See attached summary for additional information on additives performance.



## **CREDIT FOR RETIRED CARTS AND BINS!**

### **RECYCLING CARTS AND BINS THAT HAVE SERVED THEIR USEFUL LIFE**

Toter, LLC has noted the City's effort to replace roll carts/bins that have served their useful life. We would be pleased to work with the City to ensure a safe, economical, and environmentally friendly procedure to recover a valuable resource and to reduce landfill cost and volume.

Toter will arrange for the pick-up of rotational, and injection (no cross-link) molded containers/bins that are at the end of their useful life - non-blow molded materials, and Toter carts not currently under their warranty period. This purchase price for resin will reflect the **per pound rate based on the current market price of resin and the freight to transport the carts**. Each credit earned will be valid for the City's next purchase of new Toter containers or will be paid to the City by check.

Materials must be cleaned and all hardware and accessories removed prior to pick up. (The Galvanized Steel axle and stop bar are readily recyclable through local steel scrap processors.) Containers must also be nested and stacked to a maximum stack height of 96 inches, with wheels left on bottom containers for better maneuverability of stacks.

The City can contact Sandra Lopez (830-775-3411, Ext. 214), to arrange to discuss the aspects of this program, and to make arrangements for containers to be picked up. The minimum quantity per pick up is a truckload (usually minimum 400-500 carts). The City is responsible for loading containers at time of pick up.



## TOTER SUSTAINABILITY AND GREEN INITIATIVES

As the leader in rollout waste and recycling containers for over 30 years, Toter has responded to the need for sustainable products expressed by our hundreds of municipal customers. We have also adopted significant green initiatives in our manufacturing and logistics operations.

Toter Products are the most sustainable because:

### Recycled material usage

- Rotationally Molded Toter Carts with higher strength Medium Density Polyethylene (MDPE) have a superior strength-to-weight ratio that requires less plastic. Toter's annual sales save Toter customers approximately 12 million pounds of unnecessary plastic consumption versus competitors' carts.
- Toter has engineered a superior solid steel axle for Toter Carts that saves our customers approximately 4.2 million pounds of unnecessary steel consumption annually for competitors' larger diameter carts.
- Toter steel components contain 80% to 100% recycled steel, thereby saving over 3 million pounds of unnecessary primary steel processing each year.
- Toter Carts can be manufactured with up to 50% Recycled Polyethylene, depending upon the cart color.
- Toter's innovative "Granite" colors reinforce the recycling message with the public who equate our multi-color finishes as "the recycled carts."

### Reduced material usage

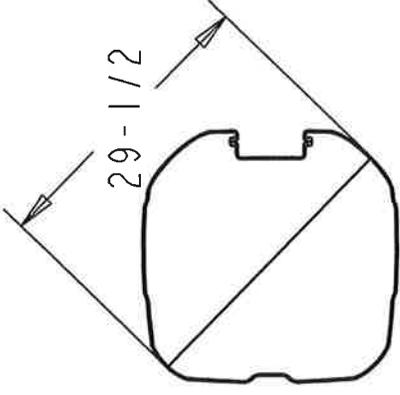
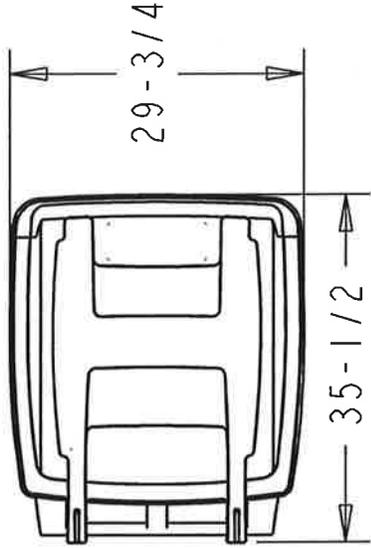
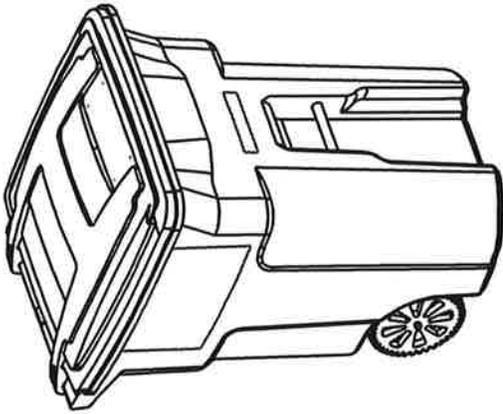
- Compared to the ten (10) year service life of other cart brands, Toter's fifteen (15) to twenty (20) year service life reduces raw material usage per year of service by 25% to 50%.
- Toter carts have an industry-wide low failure rate, which in turn consumes less material (resin and steel), fuel consumption, and resources.

### Efficient shipping design

- Toter Carts are designed for better truck fill, thereby reducing fuel consumption per cart delivered by up to 33% compared to competitors' carts.
- Toter's Nestable Design (carts stack one inside another when fully assembled) allows our customers to deliver 2 to 3 times more Toter Carts per delivery trip compared to other brands, thereby reducing fuel consumption and emissions.

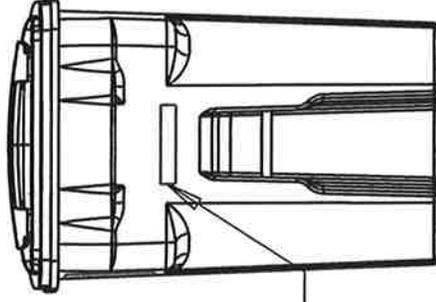
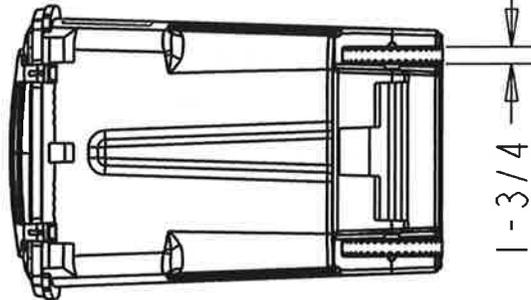
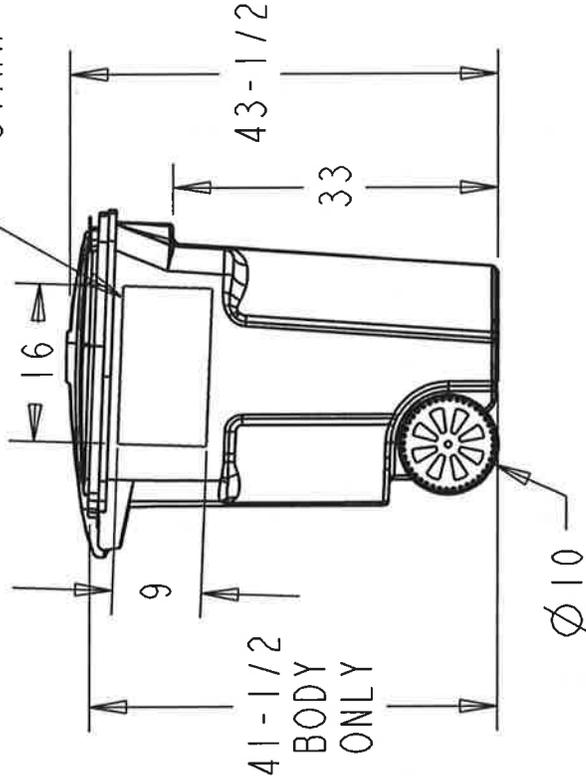
Toter has instituted important green initiatives in our plants and logistics:

- Toter recycles carts and bins that have been removed from service.
- New shipping plans have eliminated all corrugated boxes. Carts are shipped fully assembled with the exception of components inside the cart.
- By locating component manufacturing as close as possible to our cart molding operation, over the road shipping, fuel consumption and emissions have been reduced significantly.
- Any and all inbound disposable packaging is recycled.
- Toter recycles the cooling water used in its rotational molding manufacturing.



NOMINAL GRIP  
DIAMETER

HOT  
STAMP



SERIAL  
NUMBER

PART NO.	79296		TITLE:	96 GALLON EVR 11 UNIVERSAL CART	
LOAD RATING:	335 lbs.		SCALE:	1:20	
PART WT./CUBE	35.2 lbs.	26.2 cu. ft.	DATE:	09-Mar-04	
FEATURES:	<b>RUGGED RIM.</b> Nestable fully assembled. Rotating steel stopbar.				
					DRAWING NO. PS-1175

**TOTER**  
STATESVILLE, N.C.

# TESTING REPORT

DATE: 15 August 2002  
SUBJECT: Trash carts  
PRODUCT IDENTIFICATION: Toter EVR-II, 96 gallon

TEST: WIND TUNNEL

TEST DESCRIPTION: This test is a measure of the stability of the cart in a high wind. Although not specifically tied to the basic purpose of the cart, most consumers would object to a cart that often tipped over and spilled the contents.

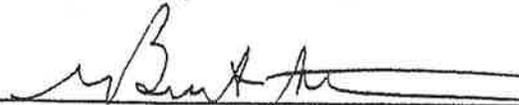
MINIMUM PERFORMANCE STANDARD: No standard has been set although some local standards may exist.

## TEST PROCEDURE:

1. A large wind tunnel with a 54 inch diameter exit opening is used for the test. The wind was supplied by a Gates Super HC drive with capability to achieve various velocities.
2. Position the cart in the steady wind stream zone. (Approx. 48 inches from the opening.)
3. The bottom of the cart is to be level with the exit opening and is to rest on a concrete surface that has a surface texture similar to a roadway.
4. Test cart in three orientations toward the wind tunnel opening — front, side and back.
5. In each orientation, the cart should be tested against a barrier to simulate performance against a street curb. The barrier should prevent the cart from sliding.
6. Measure the air velocity at the leading surface of the cart using a certified volometer. Placement of the volometer in front of the cart and a few inches down from the top of the cart is ideal.
7. The wind velocity is raised in increments with sufficient time between changes to monitor whether the cart is stable. The highest wind velocity achieved is recorded.
8. The carts are blocked against a barrier that is placed behind the wheels. The point of non-stability (end point) is when the cart tipped over. The wind speed is taken as the average of at least 3 repetitions.
9. Modifications in cart characteristics or positioning may also be tested and noted.

## TEST RESULTS:

	Orientation Towards Wind Tunnel		
	Front	Side	Back
Highest Stable Wind Speed (Blocked)	43 mph	46 mph	50 mph

  
A. Brent Strong  
Professor, Manufacturing Engineering Technology  
Brigham Young University, Provo, UT 84602



**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## **CERTIFICATION OF LID TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix G

**RESULTS:** Passed

### **COMMENTS**

The cart lid (part number 96796) remained closed and did not collapse into the cart. The lid did deflect temporarily while loaded.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L. Knight*

Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## **CERTIFICATION OF FORCE TO TIP TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix F

Test Loading: Filled cart with 335 lbs.

**RESULTS:** Passed

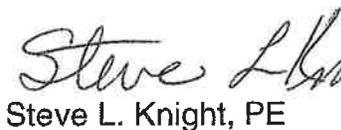
### **COMMENTS**

The cart was tipped toward the point of balance with an average force of 67.6 pounds.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

  
Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## **CERTIFICATION OF CENTER-OF-BALANCE POSITION TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix E

Test Loading: Filled cart with 335 lbs.

**RESULTS:** Passed

### **COMMENTS**

The average height of the handle was 33 1/8" above the ground at its center of balance position.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L. Knight*

Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

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STATESVILLE, NC 28677

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## **CERTIFICATION OF LOADING AND UNLOADING TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 335 lbs.

**RESULTS:** Passed (automated dumping)

### **COMMENTS**

An automated cart dumper was used to dump the cart with a load of 335 pounds. The cart's gripping area continued to fit well on the dumper after completion of test. The cart remained completely functional.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed from August 26 - 28, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L. Knight*  
Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## **CERTIFICATION OF LOADING AND UNLOADING TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix D

Test Loading: Filled cart with 335 lbs.

**RESULTS:** Passed (semi-automated dumping)

### **COMMENTS**

A Toter Trimlift II cart dumper was used to dump the cart with a load of 335 pounds. The cart's lifting saddle retained its shape and fit well on the dumper. The steel stop bar remained straight and free to rotate. The molded-in stop bar journals retained their shape and integrity. The cart retained its shape and remained completely functional.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed from August 26 - 28, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L. Knight*

Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

1507 MT. VERNON AVE

STATESVILLE, NC 28677

(704) 878-2996

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## **CERTIFICATION OF DURABILITY DURING PULLING**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix C

Test Loading: i) Empty cart, and ii) Filled cart with 335 lbs.

**RESULTS:** Passed

### **COMMENTS**

The handle maintained its integrity. The lid opened and closed completely. The axle remained straight and rolled true. The molded-in axle journals maintained their shape and integrity. The wheels retained their shape and rolled true. The container remained completely functional.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on August 13, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L. Knight*

Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

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## **CERTIFICATION OF SLOPE STABILITY TEST**

### **TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART PART NO. 79296**

#### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix B

Test Loading: i) Empty cart, and ii) Filled cart with 335 lbs.

**RESULTS:** Passed

#### **COMMENTS**

The cart remained stable in all four directions.

#### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on August 29, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

  
Steve L. Knight, PE





**STEVE L. KNIGHT, PE**

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## **CERTIFICATION OF VOLUMETRIC LOADING CAPACITY TEST**

**TOTER® 96 GALLON EVR II UNIVERSAL NESTABLE CART BODY  
PART NO. 79296**

### **TEST METHOD**

ANSI Standard Z245.30-1999 Appendix A

**RESULTS:** Passed

### **COMMENTS**

The volume contained in the body is 96.36 gallons.

### **CERTIFICATION**

I hereby certify that the preceding test represents a test I witnessed on August 1, 2002 and was conducted according to the procedures described above.

Respectfully submitted,

*Steve L Knight*  
Steve L. Knight, PE





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June 6, 2008

Ms. Kellie Clarke  
Toter, Inc.  
841 Meacham Road  
Statesville, NC 28677

**RE: Cart Testing ANSI Review**

Dear Ms. Clarke:

At your request, I reviewed the ANSI Z245.30 Standard for Equipment Technology and Operations for Equipment Technology and Recyclable Materials – Waste Containers – Safety Requirements revised in 2008. The previous version was issued in 1999. The purpose of the review was to determine what differences, if any, exists between the two versions. The review was limited to the sections concerning two-wheeled carts and their testing, Section 7.2.4 and the accompanying Appendixes.

The only differences found were in the way the different measuring units were presented. The 1999 version placed the metric units of measure first followed by the customary units in parenthesis. The 2008 version switched these numbers so that the metric units are last and in parenthesis.

Since there is no real change in the standard, all Toter carts tested to the previous 1999 ANSI version still conform to the new ANSI 2008 Standard Cart tests.

Thank you for allowing me to be of service to you. If I may be of further assistance, please let me know.

Sincerely,

Steve L. Knight, PE



Wheels are 10" x 1.75" (nominal), blow molded wheels with knobby treads, high molecular weight polyethylene. Minimum RMA load rating of 200 pounds per wheel. Wheels are retained with zinc plated steel drive-on pal-nuts.

**BODY MARKINGS:**

Sequential serial numbers permanently hot stamped in White, 1½" high on front of cart body, considering the number sequence from the City. Manufacturers name/code molded into the side. Custom marking hot stamped onto both sides of cart body in White. Recycling emblem on front of cart body

**NESTABILITY:**

Nestable design allows FULLY ASSEMBLED carts to be stacked one inside another for storage and delivery efficiency and cost savings.

**COLOR:**

Ultraviolet stabilized, non-fading standard color of Blue. Other colors available are Green, Gray, Black or Brown. Special granite colors for body (solid standard color lid) are also available for no additional charge - Sandstone, Brownstone, Graystone, Dark Gray Granite, Bluestone, Navy Granite, Greenstone, Toter Green Granite and Blackstone.

**DIMENSIONS:**

Length: 35.50"  
Width: 29.75" Fits through gates and doors.  
Height: 43.50"

**CAPACITY:**

Volume 96.36 US Gallons, body of container only.

**FINISHED WEIGHT:**

Fully Assembled – 35.2 pounds.

**LOAD RATING:**

335 pounds - Conforms with ANSI Standard Z245.30 which limits maximum load rating to 3.5 pounds per gallon.

**WARRANTY:**

Container body, lid, wheels, axle, and all other parts are covered by a ten (10) year warranty.



**TOTER® EVR™ II UNIVERSAL/NESTABLE  
MODEL #79296  
PRODUCT SPECIFICATIONS**

**MATERIAL/PROCESS:**

Cart body is rotationally molded, first quality LMDPE as produced by a primary manufacturer such as Exxon LL-8400 or NOVA Chemicals TI-0338-A. Cart lid is molded with equivalent polyethylene materials. Material is certified to contain a proprietary blend of ultraviolet stabilization and color hot-melt compound. Blue carts may be manufactured using up to 15% recycled resin, subject to availability of acceptable recycled resin materials at time of production, based on color of cart and preference of customer.

**CART LID:**

Lid is attached securely to the body by two molded polyethylene hinges permanently attached to the lid. Rotates 270° with no interference. Lid is domed to facilitate run-off of water. Lid fits closely on top rim of cart.

**LID MARKINGS:**

Lid is imprinted with "Instructions" and "Indications and Contraindications" in English, French and Spanish. Optional custom in-mold label (IML) applied to lid at factory (4 colors).

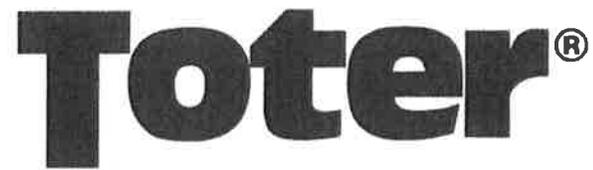
**CART BODY:**

Handle is an integrally molded part of the cart body. External handle diameter is 1.25". One piece handle features comfortable and convenient gripping areas. Handle is 100% part of cart body, allowing cart to be used safely without lid if necessary. Handle includes center support molded in cart body. Optional Ultra High Frequency (UHF) RFID Tag installed into handle of cart body at factory.

Top of cart body features Toter's patented Rugged Rim® for extra rigidity and tight lid fit. Container bottom features multiple bottom chimes (wear strips) for maximum abrasion protection. Container body is completely sealed without any open areas.

Stop bar is 1.0" diameter; zinc plated steel tubing and is factory installed. Stop bar rotates 360° inside molded plastic journals in the cart body during cart pickup to prevent bar damage.

Axle is 5/8" diameter zinc plated solid high strength steel fully supported by cart body. Axle slides through two molded plastic journals in the cart bottom. No bolts or rivets are used for axle mounting.



# **TOWN OF NAGS HEAD, NC**

**Request for Proposals  
96 Gallon Rollout Recycling Carts**

**PRODUCT INFORMATION**