

———— TOWN OF ————
SOUTHERN PINES
———— NORTH CAROLINA ————

REQUEST FOR PROPOSALS (RFP)
SOLID WASTE COLLECTION SERVICES
TO BEGIN JULY 1, 2023

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August 1, 2022
Modification #1: August 3, 2022ⁱ
[Modification #2: August 23, 2022ⁱⁱ](#)

DEADLINE FOR SUBMISSION OF PROPOSALS:

2:00pm (**EDT**) Monday, September 12, 2022

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A. CURRENT SERVICE DELIVERY

The Town of Southern Pines ("Town") is seeking a qualified contractor to perform solid waste services, as described in full through this Request for Proposals ("RFP"). Respondents to this RFP as well as the selected Vendor ("Vendor") will be bound through a mutually executed contract ("Contract") to the terms and conditions of this RFP. The Contract shall contain terms and conditions substantially similar to those set forth in the RFP.

The Town is located in Moore County, North Carolina. Currently, the Town of Southern Pines provides residents and a small number of commercial businesses with the collection and disposal of solid waste, recycling, yard debris, and bulk items¹ through a contract with a private vendor which will expire on June 30, 2023. The Town manages the customer billing and plans to continue that with the next Contract. The Vendor will be required to purchase and provide the receptacles/carts to collect municipal solid waste (MSW) and recycling and then to maintain and/or replace them throughout the Contract.

The Town’s current services are described below and the [online map](#) indicates where services are provided as of the date this RFP was released. The Town intends to continue with the same or substantially similar services under the new contract, unless otherwise noted.

	Residential House Count	MSW residential & commercial collections: tons	MSW dumpsters: tons	Yard Debris: tons	Bulk Item Collections: quantity
FY 17-18	5,402	3,876	1,060	3,640	1,039
FY 18-19	5,623	4,125	1,105	4,775	1,329
FY 19-20	5,790	4,300	1,100	4,667	2,008
FY 20-21	5,883	4,582	1,050	4,353	1,239
FY 21-22	6,023	4,633	1,142	5,336	679

(1) **Residential service to homes – includes all residential homes which may be served with a typical garbage cart, i.e. single-family homes, townhomes, and similar.**

a. “House Count” for FY 22-23 is 6,175 homes. The Town and the Vendor will annually review and reconcile the "House Count" which is defined as the number of residential homes to be served with a typical garbage and recycling services, as well as collection of yard debris and bulk items. The Town, in conjunction with the Vendor, will provide an updated annual house count no later than January 15th of each year during the term, including any extension thereof. The vendor will then have thirty (30) days to submit any revisions to this count for review by the Town. The reconciled and updated number house count will take effect on July 1 of each contract year.

b. MSW: Weekly collection and disposal of municipal solid waste (MSW) contained in 95-gallon rolling carts for garbage, which are provided by the vendor. The Town’s current vendor owns and will collect these carts at the end of the Contract, so the next Vendor will be responsible for providing carts to the Town’s customers. Please note the following changes that the Town expects with the new contract:

1. The Town’s standard service currently allows for each customer to use up to two (2)95-gallon

¹ Collection of yard debris and bulk items is for residential customers only.

carts for MSW each week. The Town intends to change the standard service to one (1) 95-gallon cart for MSW each week and allow those customers to need it to use a second 95-gallon cart, with a surcharge on their bill. The Vendor must be able to provide one (1) 95-gallon cart to each house and expect that there will be a small number of homes that request a second cart. The Vendor may charge for provision and collection of this second cart, which will be passed through to the customer.

2. The Town's vendor currently provides "back door" service to any customer who desires it (for MSW). It is the Town's intent that curbside collection will be standard in the new contract for all customers, except those who are physically unable to bring their cart to the curb and do not live with someone who can, which will be verified by a doctor's signature.

c. Recycling: Weekly collection and disposal of recyclables in 18-gallon bins, which are provided by the vendor. The garbage and recycling are currently both picked up on the same day each week. Customers may receive and use an unlimited quantity of bins. The Town's co-mingled recyclables are delivered to and disposed at a Moore County collection site, so the type of recyclables must comply with the operating rules of the [Moore County Solid Waste Department](#), which may be amended throughout the Contract term.

1. The Town understands that some Vendors prefer to use small bins, like the 18-gallon bins, to prevent contamination, while others use the 95-gallon carts that can be lifted by arms on the truck. Please detail your intended approach in your proposal.
2. The pricing sheet requests unit pricing for residential recycling collection every week as well as every other week. The Town will analyze the costs of keeping the status quo of weekly service (52 collections/year) or scaling this back to every other week (26 collections/year). The collection schedule will be finalized in the Contract.

d. Yard Debris: Collection of yard debris every two weeks, which is currently provided on the same day the garbage and recycling are picked up for the resident. Most customers place this debris in loose piles at the curb (sometimes via a shared pile with other nearby homes) and are instructed that limbs must not be more than four feet in length or four inches in diameter. *Please discuss in your proposal whether you propose any substantive changes to the Town's current methods of collecting yard debris.*

1. Due to HOA mandates or other conditions, residents of the following neighborhoods must place their debris in a container at the curb, rather than a loose pile; said container provided by the customer. The affected neighborhoods currently include:
 - Mid South
 - National Golf Club
 - Paddock Lane (Longleaf)
2. The Vendor should understand that over time, the shoulder becomes damaged through the repeated collection of debris in the same spot. It is the Town's expectation that the Vendor must repair this damage, as needed and appropriate. The Town will provide the necessary dirt to be used, which the Vendor may collect from the Town's stockyard.
3. The Town is requesting pricing for a few different options. The purpose of this is to determine whether collection from a container could be standardized, or whether the Town should continue collecting from a container where it's required by the HOA and loose piles elsewhere.

e. Bulk Items & White Goods: On-call collection and disposal of bulk items and white goods, defined as furniture, mattresses, bedding, plumbing fixtures, ceramics, household appliances, and other items too large to place in the garbage carts. The customer requests this collection by contacting the vendor directly. Customers are currently limited to one collection/week of up to 3 cubic yards of items fitting this description. *Please detail in your proposal 1) how the customer will request this service and 2) limits on volume, frequency of collection, or similar.*

1. The Town requests pricing as follows. The Town will select and confirm the preferred pricing approach when the Contract is executed. Both approaches are for the pricing of the collection service only, with the actual disposal costs to be invoiced to the Town.
 - Pricing on a per unit/per month basis, with the understanding that only a small majority of homes will request this service at all in any given month.
 - Pricing based on the actual number of collections, to be invoiced to the Town monthly.
 - Pricing on an annual basis to cover all of the collections that are made, regardless of actual quantity or frequency. If the Town selects this pricing approach, this amount can be re-negotiated each year if the actual collection volume fluctuates (either an increase or a decrease).
- (2) **Commercial service to select businesses.** The Town of Southern Pines provides solid waste services for small-scale businesses, i.e. maximum of two 95-gallon solid waste carts collected per week in addition to unlimited 18-gallon recycle bins. Any businesses who exceed this threshold must privately contract with their own vendor and typically require a dumpster. Most, but not all, commercial businesses serviced by the Town are located in the downtown district, where the Vendor will encounter on-street parking, alleys, and similar conditions.
 - a. MSW: Weekly curbside collection and disposal of a maximum of two (2) 95-gallon rolling carts for MSW, which are provided by the vendor. Any business who needs more than two carts per week is not served by the Town and typically contracts with a vendor for dumpster service. Businesses place the carts at the curb for collection.
 1. The Town's current vendor owns and will collect these carts at the end of the Contract, so the next Vendor will be responsible for providing carts to the Town's customers. The majority of the commercial customers use two (2) carts, so this quantity should be planned for (approximately 800 carts).
 2. For clarity, it is the Town's intent is that standard commercial MSW service will be two (2), unlike the change that will be made for residential customers to one (1) cart.
 3. For clarity, the Town's vendor currently provides "back door" service to any commercial customer who desires it (for MSW). It is the Town's intent that curbside collection will be standard in the new contract for all commercial customers (or a location designated by the Vendor if "curbside" is not feasible for ease of collection in a certain area.
 - b. Recycling: Weekly curbside collection and disposal of recyclables in 18-gallon bins, which are provided by the vendor. Customers may receive and use an unlimited quantity of bins. The Town's co-mingled recyclables are delivered to and disposed at a Moore County collection site, so the type of recyclables must comply with the operating rules of the [Moore County Solid Waste Department](#), which may be amended throughout the Contract term.
 1. The Town understands that some Vendors prefer to use small bins, like the 18-gallon bins, to prevent contamination, while others use the 95-gallon carts that can be lifted by arms on the truck. Please detail your intended approach in your proposal.
 2. The garbage and recycling are both picked up on the same day each week.
 3. Approximately 400 businesses are served by the Town in FY 22-23 for the services described in this section.
- (3) **Dumpster service to multi-family residential complexes and other similar facilities.** As detailed in Attachment A, the Town currently provides service via dumpsters and recycling carts to multi-family residential complexes and a commercial area downtown on Camelia Way. The services provided these customers shall not be factored into the unit pricing billed to the Town, but rather billed using actual collection/disposal data from the preceding month so that the Town may charge these customers accordingly. The current services are summarized as follows, but detailed more thoroughly in Attachment A; the Town makes no guarantee as to the number of units to be serviced.

a. A total of 56 dumpsters and 46 recycling carts for multi-family residential services. The majority of these dumpsters are emptied once a week and generated approximately 93 tons of MSW this past year.

1. Included in the count above is one (1) dumpster serving a group of downtown commercial businesses, which is housed in a corral on Camelia Way. This is an 8-yard dumpster emptied three times a week, plus 2 recycling carts. This is detailed in Attachment A as the "Ice Cream Shop."

(4) **Other Services Provided to the Town:** The Vendor will provide the following services as part of the Contract, in addition to the collection and disposal services described above. However, **the Vendor shall account for the cost to perform these services within the per unit pricing submitted in Attachment B, rather than bill the Town as a separate line item(s).**

a. Town Dumpsters and Receptacles: The Vendor shall service the dumpsters and receptacles that are located within Town facilities. The locations are detailed in Attachment A and currently include:

1. Seven (7) dumpsters at various Town facilities. Included in this count is a 30-yard roll-off dumpster that contains debris from the Town's street sweeper. This is currently emptied 1-2 times a week (frequency is seasonal, depending on leaf litter and similar).
2. Eleven (11) 95-gallon recycling carts.
3. Collection from 63 street cans, located in the downtown district.

b. Small Animal Remains: The contractor shall collect and dispose the remains of small animals (10 lbs. or less) that are within the rights-of-way (roadway or shoulder) on the collection routes.

B. PROPOSAL REQUIREMENTS: Vendors must prepare and submit a proposal that meets the following order, format, and minimum requirements. The proposal shall present the vendor's qualifications and understanding of the service requirements outlined in this RFP. The proposal should provide all of the following pertinent information, with an emphasis on completeness and clarity of content.

(1) Vendor Overview

a. Executive Summary. Describe in clear and concise terms, a summary of your capabilities in providing solid waste services. Provide the name(s) and title(s) of the person(s) who is authorized to represent the proposal and execute a Contract; include mailing address, phone, and e-mail. The summary must be signed, with declaration that 1) Vendor has reviewed the RFP, including any addendum, in full detail; 2) the proposal was prepared without collusion; and 3) the signer of the proposal has the authority to bind the Vendor to decisions impacting the Contract and to execute the final Contract.

b. Personnel. Identify key personnel, including the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions, as well as the individuals directly responsible for services provided to the Town. Outline work experience, before and with the current company. Describe education, certifications, and similar. A resume for each personnel member would be sufficient to meet this requirement.

c. Financial Capability. Vendor shall document that it has the financial capability to provide the equipment and resources needed in order to begin services on July 1, 2023. If financial information is not provided with enough detail, the Town reserves the right to request additional information.

1. Document and verify available resources (i.e. cash, capacity through uncommitted line/letter of credit, or other identifiable sources) that can be used for procuring equipment, facilities, and other initial materials and staffing needs.

- a. Verification of available funds may consist of 1) a financial statement confirming a fund balance that will be committed to this Contract or 2) verification from an external source that an acceptable level of credit or resources will be available.

(2) Vendor's Service History, Performance, and References. *Detail relevant experience for past or current local government customers:*

- a. Residential collections of solid waste, recyclables, yard debris, and bulk items. Provide a breakdown per client that sufficiently details size and complexity, such as:
1. House/customer count
 2. Number of routes/week
 3. Quantity of trucks
 4. Volume of waste (tonnage for solid waste/recyclables/yard debris and number of collections/years for bulk items)
 5. Method of collections, i.e. roll carts for solid waste, bins for recyclables, piles or containers for yard debris, etc.
- b. Multi-family collections of solid waste, recyclables, and bulk items
1. Facility/customer count
 2. Number of routes/week
 3. Volume of waste (tonnage for solid waste/recyclables and number of collections/year for bulk items)
 4. Method of collections, i.e. roll cart corrals, dumpsters, etc.
- c. Commercial collections of solid waste and recyclables, similar to the scale of Southern Pines. The Town of Southern Pines provides solid waste services for small-scale businesses, i.e. maximum of two 95-gallon solid waste carts collected per week in addition to unlimited 18-gallon recycle bins. Any businesses who exceed this threshold must privately contract with their own vendor and typically require a dumpster. Most, but not all, commercial businesses serviced by the Town are located in the downtown district.
- d. Provide four (4) references of current or recently served public-sector clients. Include the dates of service and the types of services provided.
- e. Document any past services provided to the Town of Southern Pines, including dates and type of services.
- f. Service Transition History. Demonstrate past experience with successfully supporting clients in the transition from a different provider to your firm. Provide relevant information on how the transition was managed, including lessons learned that would be applied to this situation. Identify which personnel managed each transition.
- g. Non-Performance History. Document past performance history by describing in sufficient detail any of the following actions that have occurred within the last five (5) years. Performance history may be limited to North Carolina; if the Vendor has no existing service history within North Carolina, then nationwide performance history must be detailed. Document if there is no history of any of the following actions and provide copies of any orders, judgments, or other documents sufficient for the Town to understand and investigate any criminal or civil actions reported.
1. Criminal actions against the Vendor pertaining to solid waste services
 2. Civil actions
 3. Losses of service contracts
 4. Claims for bid bonds and/or performance bonds
 5. Liquidated damages against the Vendor related to solid waste services that are \$10,000 or greater in any one year per contract.

- (3) Proposed Scope of Work for Southern Pines: Clearly describe in sufficient detail how the services required in this RFP will be provided for the Town of Southern Pines. The Town is seeking a Vendor who will 1) ensure a high degree of customer service that minimizes the Town's time in managing this contract; 2) provide consistent, quality services to all customers served by the Town; 3) maximize efficiency and cost-effectiveness; and 4) provide services in a manner that do not significantly depart from the current level and

method of service, unless it represents an improvement to the Town and/or customers. Provide your approach in managing the following services for the Town of Southern Pines.

a. Collection Services. Explain the proposed collection services, to include:

1. Primary methods of collection for each type of service (MSW, recycling, yard debris, bulk waste/white goods) and customer (residential, commercial, multi-family), including vehicles used, proposed carts/receptacles, and similar. Provide specific detail on the following:
 - a. The types of vehicles to be used.
 - b. The proposed customer carts/containers, including details on size/volume.
 - c. Estimated number of routes and days of collection per week.
2. Please describe your methodology in accommodating the various conditions and challenges that will be encountered throughout Southern Pines. For example:
 - a. Residential service will be required for gated neighborhoods, townhomes, the “gridded” part of central Southern Pines where on-street parking is prevalent and must be worked around, and similar.
 - b. The majority of the commercial customers are located in the historic downtown “gridded” part of Southern Pines, which contains on-street parking, street furniture, and similar.
3. The location/facility from where vehicles and personnel associated with collection will be based.
4. Requested vendor holiday schedule and the steps that will be taken to make up the collections that fall on the holiday.
5. Describe how you will contact customers in the event that a collection route is unexpectedly delayed, i.e. weather or emergency event, unforeseen circumstances.
6. Describe the process for handling any missed collections that are reported by customers and/or Town staff. Include any relevant notification deadlines, i.e. Vendor will return for a same-day collection if the notification is submitted by X time. With this in mind, ~~please know it is the Town’s expectation that a missed-if a~~ collection ~~is missed~~ on Friday, ~~be the Vendor~~ must return/addressed on Saturday (at the latest), rather than waiting until the following Monday.
7. Describe the process for managing and notifying the customer of errors to be addressed, i.e. receptacles include items that cannot be collected, etc.
8. Any other details pertinent to explaining your proposed methods.

b. Disposal Services. Explain the proposed disposal services, to include:

1. Disposal sites for all collections outlined in this RFP.
2. Steps that will be taken to ensure that waste and recyclables collected from Town of Southern Pines customers is not co-mingled with any other customers served by the Vendor prior to disposal.
3. Any other details pertinent to explaining your proposed methods for hauling and disposal.

c. Customer Service. The Town expects and requires that the Vendor will provide a high level of quality customer service to the Town’s customers. Explain proposed plans to maintain customer service and satisfaction throughout the Contract term, to include:

1. Understanding that the transition period immediately following July 1, 2023 will be critical, describe the approach(es) that will be used to handle an expected higher-than-normal volume of customer contacts.

2. Detail where your customer service personnel will be physically located and interacting with Town customers, i.e. at a vendor facility or a remote location.
 3. Detail the days and times that customer service will be available. ~~It is the Town's expectation that~~ Town customers ~~must should~~ be able to engage with the Vendor's assigned customer service personnel at a minimum from 8:30am to 5:00pm local time, Monday through Friday.
 - a. Please note, ~~the Vendor must resolve it is the Town's expectation that~~ all routine contacts that are submitted to the Vendor by either Town staff or a Town customer ~~will be resolved~~ no later than the close of the next business day.
 - b. Describe the methods in which Town staff or customers will be able to interact with your customer service personnel, i.e. phone, e-mail, text, online chat, website form submittal, or similar. At a minimum, phone and e-mail must be provided and used.
 4. Describe the method you will use for reporting customer service contacts and resolutions to the Town.
- d. Transition Management. It is critical that the successful vendor plan ahead and take proactive steps to ensure a successful transition to providing services to the Town's customers on July 1, 2023. The Town's goal is that this is as seamless as possible and inconveniences are minimized for both the customers and the Town staff who are involved in managing this Contract.
1. Describe the approach you will take to ensure these goals are accomplished.
 2. Identify the proposed timeline and major milestones in the transition, from the date the Contract is awarded until July 1, 2023 when collection and disposal service must begin.
 3. If not thoroughly described in section B(3)c above, explain your customer service approach in the period leading up to and immediately following July 1, 2023. We know there will be higher-than-average contacts regarding questions about changes in service, delivery of receptacles, potentially missed collections, and similar. ~~It is the Town's expectation that~~ The Vendor must receive and manage these contacts directly.
 4. Identify the personnel who will be directly involved in managing the transition and who will serve as key contact(s) for the Town.
 5. Identify and describe critical path issues that may present challenges to being ready to provide a full range of services to Southern Pines on July 1, 2023, i.e. ordering vehicles, equipment, and/or receptacles, hiring labor, and similar. Identify solutions or alternatives that will mitigate these challenges.
- e. Information Management. Describe your process for recording, managing, and reporting information as requested by the Town for required reporting and other purposes.
- f. Organization Chart. Provide an organization chart indicating titles, physical work location, and total number of personnel that would be dedicated to providing services for the Town of Southern Pines. Identify any subcontractors that will be assigned to the Town and describe the specific work to be performed by each subcontractor.

C. RFP TERMS AND FORMALITIES. The following terms, formalities, and conditions shall apply to both the RFP and the proposed Contract to be executed with the successful Vendor.

- (1) Overview. This RFP requires a Proposal that addresses the facilities, labor, materials, equipment, and supplies to perform the Services as specified in this RFP.

This RFP is comprised of the initial RFP and any addenda released before Contract award. All exhibits and addenda released for this RFP in advance of any contract award will be incorporated herein by reference. By submitting a proposal, the Vendor agrees to meet all terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the Town to receive a better proposal, the Vendor should submit a question during the question and answer period.

The Town may reject as nonresponsive any proposal making material exceptions or modifications to the RFP.

- (2) General Scope of RFP. This RFP serves two functions: (1) to advise potential Vendors of the Town's needs and expectations and (2) to detail the expected terms of the Contract resulting from this procurement. As such, all terms in the RFP shall be enforceable in the Contract. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions.
- (3) Questions, Corrections, and Addenda to the RFP. All questions regarding this RFP, the Services identified herein, or any request for additional data or information must be submitted in writing by Monday, August 22 at 5:00 PM. All questions must be sent via email to Assistant Town Manager Jessica Roth at jroth@southernpines.net. The Town will review all questions and respond in writing with a document posted on the Town of Southern Pines website www.southernpines.net.
 - a. Vendors who submit a notice of intent to propose by email to jroth@southernpines.net will receive any addenda by email as a courtesy. However, the Town will not be responsible for emails that are delayed, not sent, or not received. Each Vendor is responsible for ensuring it has reviewed all RFP Addenda, and the Town is not responsible for technological or other problems that might prevent the Vendor from accessing or reviewing the RFP Addenda that are not the result of the Town's gross negligence.
- (4) Submission Deadline & Requirements. **The deadline to submit a proposal is 2:00 pm EDT on Monday, September 12, 2022.**
 - a. Address the proposal as follows: Town of Southern Pines, Attn. Jessica Roth, 801 SE Service Rd., Southern Pines, NC 28387. PROPOSAL: Solid Waste Services.
 - b. All proposals must be sealed and physically delivered to the office address listed above on or before the proposal deadline regardless of the method of delivery. Any proposal received after the proposal submission deadline will be rejected and not opened.
 - c. Submit one (1) signed, original proposal response form, plus copies of the proposal package (the Vendor's detailed responses and the base cost/fee proposal form) as follows:
 1. Five (5) hard copies of the proposal package
 2. One (1) electronic copy of the proposal package in .PDF format on a USB drive.
- (5) Requested Revisions to RFP and Contract. The Vendor may propose suggested revisions to the RFP by submitting them as part of the proposal; they must be clearly marked as requested revisions to the RFP. The Town will review and accept, deny, or modify any proposed revision to the RFP. The Town will not consider material revisions to the Contract after the proposal submission deadline.
- (6) Pricing and Adjustments. The Vendor's pricing, as submitted on the Base Cost/Fee Proposal Form, shall constitute the total cost to the Town for the Vendor to provide solid waste services in accordance with the RFP and resulting contract for the first year of a five-year contract beginning July 1, 2023. Pricing shall include all applicable charges related to handling, administrative, and other similar fees. The Vendor shall not invoice the Town for any amounts not specifically allowed for in this RFP and the Contract.
 - a. Consumer Price Index (CPI) Adjustment. On July 1, 2024 and on July 1 of each subsequent year during the Contract term, the unit prices for services and fuel billed to the Town will be adjusted based on the percentage change in the Consumer Price Index for all Urban Consumers (CPI-U): US City Average, By Detailed Expense Category – Water and Sewer and Trash Collection Services (seasonally adjusted) in the previous calendar year (January 1 through December 31). The adjustment may either increase or decrease the unit rates, depending on the CPI, but in no case will the percentage adjustment be greater than three percent ($\pm 3.0\%$). The CPI adjustment will not apply to any services that are subject to separate inflationary pricing adjustments.
 - b. Disposal or processing costs, tipping fees, and similar. The Vendor will be responsible for paying upfront all disposal or processing costs, tipping fees, or similar. The Town will reimburse the Vendor for actual fees paid, upon submittal of original weigh and scale tickets and proof of payment, submitted with the monthly invoice. These fees shall be considered a pass-through expense and will

not be subject to any CPI (increase or decrease).

c. Fuel Surcharges and Credits. The Town desires to compensate the Vendor when the actual cost of fuel exceeds an established base cost. Similarly, the Town seeks a credit when the actual cost of fuel is lower than the established base cost. The following conditions will determine the fuel surcharge or credit:

1. The total quantity of fuel necessary for the Town of Southern Pines' contract shall be established and mutually agreed upon after the first month of service, July 1-31, 2023, based upon actual gallons used. The quantity of fuel will be reviewed annually and may be adjusted if mutually agreed by both the Town and the Vendor.
2. The Contract shall establish a Base Cost of Fuel, ***which will be agreed upon by both the Town and the Vendor closer to beginning service on July 1, 2023.*** As an example, if the established base cost is \$4.00/gallon and the established quantity is 10,000 gallons, the base cost of fuel for this Contract is \$40,000/month. On July 1, 2024 and on July 1 of each subsequent year during the Contract term, the Base Cost of Fuel will be adjusted based on the CPI, as detailed above.
3. The Vendor shall invoice the Town monthly under separate line item for fuel. Said amount will be based on the mutually agreed upon fuel quantity and the actual amount paid for fuel in the prior month.
 - a. Fuel Credit. If the actual amount paid is less than the established base cost, the Vendor shall credit the Town for the difference. As an example, using the numbers detailed above, if the actual cost paid for fuel is \$3.60 per gallon, the Vendor will credit the Town a total of \$4,000, representing the difference between the Contract base cost and actual cost.
 - b. Fuel Surcharge: If the actual amount paid exceeds the established base cost, the Vendor shall bill the Town for the difference as a fuel surcharge. As an example, using the numbers detailed above, if the actual cost paid for fuel is \$4.50 per gallon, the Vendor may bill the Town a total of \$5,000, representing the difference between the Contract base cost and actual cost.

d. Extraordinary Rate Adjustment. The Vendor may petition the Town Manager for an adjustment of unit prices on the basis of extraordinary or unusual changes in the cost of operations that could not reasonably be foreseen by a prudent Vendor. The Vendor's request shall contain substantial evidence and justification to support the need for the price adjustment. The Town Manager may request from the Vendor, and the Vendor shall provide, all information as may reasonably be necessary, as determined by the Town, to decide the validity of the request. The Town Manager may approve or deny the request, in whole or in part.

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

(7) Vendor Due Diligence. Each Vendor who submits a proposal should become fully acquainted with the conditions relating to the scope and restrictions relative to executing the work under the Contract. Each submitting Vendor must thoroughly examine and be familiar with this RFP and all exhibits. It is also expected that each submitting Vendor will obtain information concerning the conditions at locations that may affect its work from the Town or through its own independent assessment; the Town highly encourages each Vendor interested in this RFP to physically visit the Town and the [various areas](#) which currently receive services.

The failure of any Vendor to receive or examine any form, instrument, addendum or other document, or to acquaint themselves with existing conditions, shall in no way relieve the Vendor of any obligations with respect to this RFP. Vendors shall make their own determination as to the conditions under which the services will be provided. Each Vendor shall assume all risk and responsibility and shall complete the work in

and under conditions the Vendor may encounter or create, without extra cost to the Town.

- (8) Legal Compliance. The Vendor must comply with all applicable North Carolina laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Services, as amended from time to time. Said laws, rules, and regulations shall apply to this RFP and the Contract throughout its term and they will be deemed to be included in this RFP and the Contract, as though written out in full in the Contract.
- (9) Non-Discrimination. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. ~~The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated equitably during employment without regard to their race, color, religion, sex, age, disability or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.~~

Additionally, the Town of Southern Pines is an Equal Opportunity Employer. Disadvantaged Business Enterprises (DBE), Small Professional Services Firms (SPSF), Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), Small Business Enterprises (SBE), and similar are encouraged to submit proposals.

- (10) Modifications to or Withdrawal of a Submitted Proposal. A Vendor may withdraw a submitted proposal only by providing written notice prior to the proposal submission deadline. A Vendor may not withdraw or modify its proposal after the proposal submission deadline.
- (11) Trade Secrets. The Town will maintain confidential trade secrets to the extent allowed by N.C. law, including without limitation North Carolina G.S. § 32-1.2 et seq. Any material labeled as "~~Trade Secret~~confidential" indicates the Vendor has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under North Carolina G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret ~~or as confidential~~ as much as possible. Cost information shall not be deemed a trade secret~~confidential~~ under any circumstances. Regardless of what a Vendor may mark, indicate or label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with North Carolina G.S. §132-1.2. If a public records request is made for information that a Vendor has marked Trade Secret, the Town will notify the Vendor and give the Vendor five (5) business days to defend the characterization of the requested material. After notice and an opportunity to defend has been given, the Town will decide and communicate that determination to the Vendor. If suit is filed by a requestor and the Town has determined that the material is not a trade secret or that it is unclear whether it qualifies as a trade secret the Town will notify the Vendor and allow the Vendor to defend the trade secret designation at issue in the lawsuit. If the Town determines that the requested information is a trade secret and refuses to release it, the Town will participate with the Vendor in defending any lawsuit filed challenging the determination.
- (12) Prohibited Communications During Procurement. While this procurement is active (from the date the RFP is issued through the date the Contract is awarded), **no Vendor (including representatives, sub-contractors and/or suppliers) may communicate with any Town representative except the designated point of contact: Jessica Roth, Assistant Town Manager.** This includes any communication regarding: the Vendor's proposal or qualifications; another Vendor's proposal, qualifications, or ability to perform the contract; and/or the information that could be reasonably considered as influencing this procurement. The Town may elect to disqualify any Vendor who does not comply with this provision from this procurement, unless the Town Manager determines that the communication was harmless or without intent to influence and that disqualification is not in the Town's best interest.
- (13) Pre-Contract Expenses. In no event shall the Town be liable for any expenses incurred by a Vendor in preparing a proposal or prior to both parties executing the Contract.
- (14) Vendor's Warranties and Representations. By submitting a proposal for this procurement, a Vendor warrants

and represents the ability and willingness to complete the following if a Contract is executed with the Town:

- a. Provide a sufficient quantity of qualified personnel who possess the skill and competence consistent with the prevailing business standards in the industry to complete the services outlined in the Contract.
- b. Furnish the necessary facilities, vehicles, equipment, supplies and materials to fulfill the Contract terms.
- c. Vendor has the financial capacity to perform the Contract obligations through the full term.
- d. Vendor has no knowledge of being party to an actual or potential legal proceeding that could materially and adversely affect the performance of this Contract.
- e. The Vendor is not prohibited by any contract or court order from entering into this Contract.
- f. Vendor has not and will not enter any agreement with a third party that may abridge any rights of the Town under this RFP or the Contract.
- g. The proposal must remain valid for at least ninety (90) days after the submittal deadline.

D. SELECTION PROCESS

(1) Review Criteria.

a. The Town intends to negotiate with and award the Contract to the Vendor that submits a proposal which is in the best interest of the Town. This will be a combination of criteria including, but not necessarily, limited to:

1. Experience with similar contracts
2. References and past performance
3. Financial stability
4. Ability to begin service by July 1, 2023
5. The proposed solutions and methodologies for Southern Pines
6. The proposed transition program
7. The quality and completeness of the proposal
8. Overall cost to the Town.

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

(2) Disqualification of Vendors. The Town may elect to disqualify a Vendor and reject its proposal from this procurement upon gaining knowledge of any of the following circumstances. This is not intended to be an exhaustive list and other circumstances may be deemed sufficient for disqualification.

- a. Evidence of collusion among vendors.
- b. Perceived lack of competency to fulfill the Contract based on financial statements, experience, availability of equipment, facilities, and/or personnel, or other factors.
- c. Evidence of poor performance in past work and/or default on a contract(s) for failure to perform.
- d. The proposal includes fraudulent information or misrepresents the Vendor's capabilities, experience, or other details that affect the ability to fulfill the Contract.
- e. Conflict of interest by the Vendor or any key personnel assigned to the Contract.

(3) Initial Selection. After the Town Manager has considered all proposals, he, in his sole discretion, will rank the Vendors in the order of their ability to deliver the required level of service to the Town at a fair price. The

Town Manager will then begin contract discussions with the Vendor that is ranked highest.

- a. If those discussions are not successful, the Town Manager will begin contract discussions with the Vendor who submitted the next highest ranked proposal.
 - b. This process will continue until contract discussions and negotiations have identified the most qualified Vendor.
 - c. The Town Manager will then forward that recommendation to the Town Council for award of contract. The Town Council must approve the offer of a contract, though the Town Manager or his designee will be the prime point of contact during contract discussions with the Vendor.
- (4) Modification of RFP Requirements. In the event that the Town is unable to identify a qualified Vendor who can perform the requested services at a reasonable price, the Town reserves the right to modify the terms of the RFP in an effort to enter a contract that will provide the essence of the Town's requirements at the desired price point.
- a. Additionally, if both the Town and selected Vendor mutually agree, the terms of the RFP may be modified to accomplish cost savings, improved efficiencies, or similar.

E. AWARD OF CONTRACT. The contract between the Vendor and Town will be governed by the laws of the State of North Carolina. Term of Contract. It is the Town's intent to enter into a single, exclusive Contract with the Vendor whose proposal is determined to be in the best interests of the Town.

- (1) Contract Term. The Town intends to enter into a Contract for a period of five (5) years, with an option to renew for one (1) additional five (5) year-term, pending agreement of both parties.
- (2) Vendor Requirements after Contract Execution. The successful Vendor will be expected to perform the following when/after the contract is executed (at a minimum):
 - a. Performance Bond. The Vendor must submit a performance bond equal to one hundred percent (100 %) of the first year's estimated contract price at the time the Contract is executed.
 1. The surety on the bond shall be a duly authorized corporate Surety Company authorized to do business in the State of North Carolina on a form provided in N.C.G.S 44A- 33(a).
 2. The bond must remain in effect for the duration of the contract period to guarantee the faithful performance of the Contract by the Vendor. A series of annual performance bonds will be acceptable as long as they are delivered to Town at least three weeks before the previous bond expires.
 3. In its sole discretion, in lieu of a performance bond, the Town may accept an irrevocable letter of credit in the same amount. The terms of any irrevocable letter of credit must be approved by the Town Attorney.
 - b. Transition Plan. Provide the Town with a Transition Plan no later than thirty (30) days following the Contract execution.
 1. The plan shall include a detailed description, including dates, of the Vendor's implementation tasks to providing services to Southern Pines by July 1, 2023.
 2. The Town Manager or his designee must approve the Transition Plan.
 - c. Collection Routes Schedule. Provide the Town with schedules of collection routes in no later than May 1, 2023.
 1. The routes and schedule must be depicted both on a map and in a text format (list or spreadsheet of addresses).
 2. The Town will provide a list of all addresses to be served for the purpose of creating the collection routes.
 - d. Customer Education. ~~It is the Town's expectation that t~~The Vendor assist in communicating with customers on the changes taking effect July 1, 2023, i.e. collection routes, collection instructions, and similar. The Transition Plan must detail these efforts and the Vendor will be expected to fulfill these

so all customers are informed before their receptacles are delivered and collection activities commence.

- e. MSW and Recycling Receptacles. Purchase and deliver to residential and commercial customers the receptacles and will be used for MSW and recycling. These shall be delivered early enough so that the customers can use these receptacles during the final week of June, since the new Vendor will begin collecting effective July 1, 2023.
- f. Proof of Insurance. Furnish the Town with proof of insurance.
 1. Additionally, the Vendor must add the Town of Southern Pines as an additional insured on all policies and provide proof of such no later than June 1, 2023.
 2. The Vendor will be required to maintain in full force and effect employers' liability, workers' compensation, public liability, and property damage insurance, including contractual liability, at all times during the Contract and include the Town as an additional named insured on appropriate policies. The following types of insurance must be maintained for the minimum limits of liability:
 - a. Workers Compensation: Statutory
 - b. Employer's Liability
 - i. \$1,000,000 - each accident
 - ii. \$1,000,000 - disease, policy limit
 - iii. \$1,000,000 - disease, each employee
 - c. Commercial General Liability
 - i. \$1,000,000 – each occurrence
 - ii. \$2,000,000 – aggregate
 - d. Commercial Automobile Liability: \$1,000,000 for each occurrence
 - e. Umbrella Excess Liability - \$5,000,000 for each occurrence

TOWN RESPONSE TO QUESTIONS RECEIVED. Monday, August 22 at 5:00 PM was the deadline for Vendors to submit questions regarding this RFP or a request for additional data or information. The following are the questions received and the Town's response.

(3) Question: Could the deadline for submitting responses be moved to 9/29?

Response: We have heard from vendors that they want as much lead time as possible to order vehicles and similar and they have suggested a timeframe of October for award of contract. The Town wants to receive proposals that allow for enough time to research and confirm fair and reasonable pricing so that we can review each firm's qualifications. The Town agreeable to "meeting in the middle on this request" and moving the submittal deadline two weeks later to Monday, September 12.

(4) Question: Your RFP designates that the MSW, Recycling and Yard Waste routes are all picked up on the same service day. Is that a requirement?

Response: The vendor who currently provides these services picks up both MSW and recycling on the same day each week. Routes are operated Monday through Friday, but an address would have both MSW and recycling picked up on the same day. Yard debris is picked up on the same day, but every other week instead.

The Town is willing to consider alternate schedules, provided the Vendor can communicate the new schedule in a way that minimizes confusion. The Vendor must plan to address this in the transition plan.

ⁱ *Note: Modification #1 changed the submittal deadline from August 29, 2022 to September 12, 2022 at 2:00 pm. Similarly, the deadline for submitting inquiries regarding the RFP is changed to Monday, August 22, 2022 at 5:00 pm.*

ⁱⁱ *Modification #2 confirmed the two questions received from Vendors and the Town's responses and also included some minor administrative edits.*