







# ADDENDUM #1

# **<u>REQUEST FOR PROPOSALS</u>** 2025 RESIDENTIAL & COMMERCIAL SOLID WASTE SERVICES

# TOWNS OF SURF CITY, HOLLY RIDGE, NORTH TOPSAIL BEACH & TOPSAIL BEACH

**DEADLINE FOR SUBMISSION OF PROPOSALS** 3:00 pm (EST) Monday, December 16, 2024

> Point of Contact: Solid Waste Review Team 214 W Florence Way Hampstead, NC 28443 Phone: 910.328-4131 Email: <u>rfpsolidwaste@surfcitync.gov</u>

### Questions:

- 1. Will the Towns allow the deadline to be extended 1 week?
  - a. Yes. The deadline for submission is now extended to December 16, 2024, at 3:00pm. Please note the revised Deadline for Submission of Proposals on the cover page.
- 2. Will the Towns have a Public Opening of Proposals on December 9, 2024, at 3:00pm?
  a. The deadline for submission is now December 16, 2024, at 3pm. Proposals will be opened publicly on this date and time.
- 3. Will the Towns allow the comingling of trash between Towns to help cut cost?a. Yes. However, the Towns will need to be able to remain compliant with state reporting. The selected Vendor will need to be able to work with each town to provide satisfactory reporting.
- 4. Can the Consumer Price Index Adjustment (CPI) be adjusted to "not exceed 5.0%"?*a.* The provision in this RFP will remain the same.
- 5. Will a list of service addresses be provided by the Towns?a. Once the contract is awarded, a list will be provided by the Towns.
- 6. Please identify the location of Parks and Town Facilities in each town that will need to be serviced.

a. Town Buildings (Surf City) Surf City Municipal Complex: 214 W Florence Way Hampstead Fire Station 25: 100 Deer Run Hampstead Fire Station 23: 200 Wilmington Ave Surf City Welcome Center: 102 N Shore Dr. Surf City Community Center: 201 Community Center Dr. Surf City Public Utilities: Juniper Trail Surf City Wastewater Plant: 173 Sarge Martin Rd Holly Ridge Water Plant: 102 H20 Place Hampstead Station 2: 1220 NC Hwy 210 Hampstead Pivot Parking: 305 N New River Dr Surf City Parks (Surf City) Earl G & Inez Batts Recreational Complex: 380 JH Batts Rd. Surf City Soundside Park: 517 Roland Ave Surf City, NC Kenneth D Batts Park: 911 S Topsail Ave Surf City Nelva Albury Recreation Area: 101 Broadway Ave. Surf City Surf City Disc Golf: 102 H20 Pl. Hampstead Beach Accesses (Surf City) (39 total) Beach Access #1 2100 N Shore Dr through Beach Access #39 3016 S Shore Dr

b. <u>Town Buildings (North Topsail Beach)</u>

Town Hall, 2008 Loggerhead Court, North Topsail Beach North End Fire Station, 2049 New River Inlet Road, North Topsail Beach South End Fire Station, 3304 Gray Street, North Topsail Beach Public Works, 3315 Gray Street, North Topsail Beach <u>Town Parks (North Topsail Beach)</u> Richard Peters Park, 465 New River Inlet Road W. Rodney Knowles Park, 3623 Island Drive Beach Accesses (North Topsail Beach) (44 total) Beach Access #3 4000 River Rd Extension, skipping Beach Access #4 and proceeding to Beach Access #5 2234 Island Drive through Beach Access #46 \*County Beach Accesses are not included (#1, #2, #4)

- c. <u>Town Buildings (Holly Ridge)</u> Town Hall, 212 N. Dyson Street, Holly Ridge Police Department, 313 Sound Road, Holly Ridge Community Center, 404 Sound Road, Holly Ridge <u>Parks (Holly Ridge)</u> Holly Ridge Municipal Park, 417 Kraft Street Morris Landing Pier, 763 Morris Landing Road Liberty Fountain Park, Behind Community Center (no separate address)
- d. <u>Town Buildings (Topsail Beach)</u> Town Hall, 820 S Anderson Blvd Town Center Park, 624 S Anderson Blvd Bush Marina, 912 S Anderson Blvd Police Department, 812 S Anderson Blvd Community Development, 810 S Anderson Blvd <u>Public Accesses (Topsail Beach)</u> Beach Accesses (22 total) #1 403 N Anderson Blvd to Beach Access #20 Godwin Ave Soundside Accesses (10 total)- #1 Shoreline Dr to #9 Rocky Mount
- 7. How many events will each Town hold per year?
  - a. Maximum 10 events per Town per year
- Can you provide a commercial dumpster audit for each town?
   a. Commercial dumpster audits are attached as "Exhibit B"
- 9. Can we provide pricing for <u>Commercial Businesses' Weekly Containerized Trash Service</u> to include once per week service & twice per week service?
  - a. Yes. Contractors may provide pricing to include once weekly service and twice weekly service.
- 10. What is a back-door service and how many residents are given this service currently?
  - a. Backdoor service provides rollout and rollback service to customers needing assistance due to physical limitations. These services shall not exceed 10 customers per Town.
- Please provide a copy of the Multi-Town Interlocal Agreement that has been signed and approved.
   *a.* Attached as "Exhibit A"
- 12. Please provide a list of disposal facilities.
  - a. <u>Surf City</u>

Solid waste: Onslow County Landfill 415 Meadowview Rd Jacksonville, NC Solid Waste: Pender County landfill 250 Transfer Station Rd Hampstead, NC Recyclables: Sonoco 415 Meadowview Rd Jacksonville, NC \*Charges (tipping fees and/or processing fees) for materials collected under the contract are billed to the contractor and the responsibility of the contractor

b. North Topsail Beach

MSW collected shall be accepted and unloaded at the Onslow County Landfill, 415 Meadowview Road, Jacksonville, NC.

Recyclable materials collected shall be unloaded at either the Sonoco MRF located at 415 Meadowview Rd, Jacksonville, NC or the Contractor's MRF. Pass through charges (tipping fees and/or processing fees) for materials collected under contract when billed to the Contractor shall be reimbursed by the Town at the same rate and amount paid by the Contractor. Contractor shall present receipts for all charges upon request.

- c. <u>Topsail Beach</u> Pender County Solid Waste Utilities
- d. <u>Holly Ridge</u>
- 13. Liquidated Damages/Cost Schedule #4: Can this be amended to read "failure to collect missed customers by **9:00am** the next day when notified prior to 4pm?
  - a. No. Liquidated/Damages/Cost Schedule #4 will remain the same as stated here.

4	Failure to collect missed customers by	\$50 per incident; \$100 per incident for every
	6:00 p.m. the same day when notified	incident thereafter in any 30-calendar-day period
	prior to 4:00 p.m.	

b. We are adding "4a" to give the contractor an option for 9:00am pickup as follows.

4a	Failure to collect missed customers by 9:00	\$250 per incident; \$1000 per incident for every incident
	a.m. the following morning when notified	thereafter in any 30-calendar-day period
	prior to 4:00 p.m. the previous day	

14. What is the current price the Towns are paying for solid waste services?

a. <u>Surf City</u>

\$8.91 per cart per month for 1x week service October- April
\$8.91 per cart per month 1x week service
\$16.12 per cart per month for seasonal 2x week service May- September
As requested, additional MSW & recycle roll out carts at a rate of \$6.85 per month
All rates include disposal/recycle processing fees

- b. <u>Topsail Beach</u> \$8.68 per cart Rates do not include disposal/tipping fees.
- c. North Topsail Beach
- d. Holly Ridge

### EXHIBIT A



### **Interlocal Agreement**

Between

The Town of Surf City, North Carolina

and

The Town of Holly Ridge, North Carolina

and

The Town of North Topsail Beach, North Carolina



and

The Town of Topsail Beach, North Carolina

This Interlocal Agreement (ILA) sets forth the terms and understanding between The Town of Surf City, The Town of Holly Ridge, The Town of North Topsail Beach, and The Town of Topsail Beach (hereinafter referred to collectively as "Towns") for the implementation of a partnership to solicit proposals for the management of solid waste including trash and recycling services to the residents of the Towns represented.

**Background**: The execution of this ILA is intended to establish a formal collaboration between the Towns and to coordinate efforts for enhanced solid waste services to our community. Currently, each Town manages their solid waste programs independently with a vendor selected through independent solicitations for Requests for Proposals.

**Purpose**: This ILA confirms the agreement for a collaborative effort between the Towns with the objective to clearly define each organization's obligations and responsibilities, before a request for proposal (RFP) is created and advertised for solid waste services for the Towns. Should the Town's collectively agree to the ILA, the Proposal Review Committee will be tasked with developing and approving the final version of the RFP.

**Obligations:** In order to obtain the highest number of prospective service providers, the Towns will each advertise the RFP for the duration of its validity. RFPs will be advertised on each Town's website. Sealed bids will be collected by the Town of Surf City and held until the specified Proposal Review Committee meeting date to review bids. The Proposal Review Committee shall consist of each of the four Town Managers from the Towns and one solid waste representative from each Town, to be determined by each of the Town Managers. Minutes will be kept for the Proposal Review Committee and submitted back to each governing board. The committee will by majority vote select a vendor. The Vendor selected by the Committee shall then be selected by each of the Towns.

**Selection of Service Provider:** Based on the provision of obtaining competent and responsive bids and utilizing the performance and cost factors contained in the published RFP, each town will then use this



process to negotiate individual terms with the selected vendor, outside of price, which is to be contained in the Sealed Bids.

**Reporting:** The Town of Surf City will receive sealed bids by mail at: P.O. Box 2475, Surf City, NC 28445 or by drop off: 241 W Florence Way, Hampstead, NC 28445

**Duration:** This ILA shall become effective upon signature by the authorized officials from the Towns and will remain in effect through the 2024-2025 Fiscal Year.

**Contents of RFP:** The Towns of Surf City, Holly Ridge, North Topsail Beach, and Topsail Beach (Towns) are seeking a qualified contractor to perform solid waste collection services and undertake other obligations set forth in this Request for Proposals (RFP). For the purpose of this ILA, Solid Waste Services shall be defined as the collection of specified trash and recycling within the municipal boundaries of the Towns. The Towns intend to provide curbside solid waste service for their residents and specified multifamily and commercial business units. Respondents to this RFP will be bound through a contract to the terms and conditions of the RFP. The Contract shall contain terms and conditions substantially similar to those set forth in the RFP. The Towns may reject any proposed revision to the RFP or declare the proposal nonresponsive if the Towns determines that the proposed revisions constitute a material change to the RFP's service or performance requirements.

**Mutual Release and Indemnity:** To the fullest extent permitted by law, all Towns shall release, indemnify, keep and save harmless one or more Towns listed in this ILA, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the Town or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the performance or nonperformance of the Town's (or by any person acting for the Towns or for whom the Town(s) is or is alleged to be in any way responsible, including but not limited to employees, agents, and volunteers), whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of the Towns, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against one or all of the Towns, its agents, officials, and employees, including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by one or more Towns, its agents, officials and employees, in connection with investigating any claim or defending any action and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against one or more Towns, its agents, officials or employees. The Towns expressly understand and agree that any insurance protection provided to the Towns shall in no way limit any Town's responsibility to release, indemnify, keep, and save harmless and defend the one or more Towns as herein provided. This indemnification provision shall not apply to any such claims, injuries or losses caused by the negligence or intentional acts of one or more Towns, its agents, contractors, employees, elected officials, or volunteers.

#### **Contact Information**:

**Town of Surf City**: Kyle Breuer, Town Manager 241 W Florence Way, Hampstead, NC 28443

**Town of Holly Ridge** Heather Reynolds, Town Manager 212 N Dyson Street Holly Ridge, NC 28445

North Topsail Beach Alice Derian, Town Manager 2008 Loggerhead Court North Topsail Beach, NC 28460

#### **Town of Topsail Beach**

Doug Shipley, Town Manager 820 S. Anderson Blvd. Topsail Beach, NC 28445

This Interlocal Agreement (ILA) sets forth the terms and understanding between The Town of Surf City, The Town of Holly Ridge, The Town of North Topsail Beach, and The Town of Topsail Beach (hereinafter referred to collectively as "Towns") for the implementation of a partnership to solicit proposals for the management of solid waste including trash and recycling services to the residents of the Towns represented, entered into this \_\_1st\_\_day of \_\_October\_\_\_\_,2024.

Kyle M. Brewer	Sep 30, 2024
Kyle Breuer, Town of Surf City, Town Manager	Date
Heather Reynolds	Oct 8, 2024
Heather Reynolds, Town of Holly Ridge, Town Manager	Date
Alice Derian Alice Derian (Oct 8, 2024 08:57 EDT)	Oct 8, 2024
Alice Derian, Town Manager North Topsail Beach	Date
Dong Sliply	Sep 30, 2024
Doug Shipley, Town Manager Topsail Beach	Date

# EXHIBIT B

### Surf City Commercial Dumpster Audit

Establishment	Location of Dumpster	<u>Size of</u> Garbage Dumpster	<u>Size of</u> Recycling Dumpster	<u>Compactor</u>
Excel Auto	S end on side	x	6x6	
Bojangles	S end rear	6x6	6x6	
Auto Zone	Rear	6x6	х	
Surf City Dialysis	N rear	6x6	6x6	
Tractor Supply	N rear	6x6	х	
Lowes	Rear	Х	х	20'
Exxon	S Side	6x6 (2)	х	
Harris Teeter Fuel	S Rear	6x6	х	
Harris Teeter Shopping Center	S Rear	6x6 (2)	6x6	
Harris Teeter Store	Rear	Х	х	20'
Dollar Tree	W Rear	6x6	4x4	
Benjamin Moore/Epic Mysteries	N Rear	6x6	х	
Cape Fear CC	N Rear	6x6	6x6	
Town Hall	N Rear	4x5	6x6	
Shell Handymart	S Parking Lot	6x6	6x6	
Shops at Promenade	S Rear	4x5	4x5	
Wal Mart	S Rear	х	Х	15'
Tsunami	W Rear	6x6 (2)	6x6	
McDonalds	W Rear	6x6 (2)	Х	
CVS	E Rear	6x6	6x6	
Dunkin/Jersey Mikes	W Sidelot	6x6	6x6	
Mavis	N Rear	4x5	Х	
Petco	N Rear	6x6	Х	
Burrito Shak Strip	N Front	6x6	6x6	
Publix	N Rear	Х	х	20'
Tidal Wave	N Rear	6x6	Х	
BP	N Side	6x6 (2)	Х	
Palladium	N Side	х	3x4 (3)	
Camino Real	E Rear	6x6	х	
Michaelangelos	E Rear	6x6	х	
Shuckin Shack	E Rear	6x6 (2)	Х	
Cowfin	E Rear	6x6	х	
Sherwin Williams	E Rear	6x6	х	
Ice Cream Shop	E Rear	6x6	х	
Pet Supplies	E Rear	6x6	х	
Mavi Salon	E Rear	6x6	х	
Go Gas	E Rear	6x6	х	
Food Lion	S Side	6x6 (2)	3x5	
Bargain Beachware	S Side	6x6	4x5	
Heritage Square	S Rear	6x6, 6x4.5	6x6	

## **EXHIBIT B**

Surf City Continued			
Salty Turtle	W Rear	6x6	Х
Coastal Carolina Real Estate	S Rear	6x6	Х
Shipwreck Pt. Mini Golf	S Side	6x3	Х
Triton Village (Sundial)	Rear	6x6 (2)	Х
Gigi Marie	E Rear	6x6 (2)	Х
Locals Art Gallery	E Rear	6x6	Х
Nautical Bowls	E Rear	6x6	Х
Hudson Bishops Creek	W Rear	Х	Х
The Cove	S Side	5x4	6x6
Beach Furniture Outfitters	S Behind Ace	6x6	Х
Dollar General	N Rear	6x6 (2)	Х
Mias Marketplace	S Rear	6x6 (2)	Х
Gilligans	S Rear	6x6	Х
Gideon Air Conditioning	N Rear	6x6 (4)	Х
New JH Batts Park	N Rear	6x6	Х
Carolina Retreats (Sea Oats)	S Side	6x6	Х
Faith Harbor Methodist Church	S Rear	6x6	Х
Access Church	S Rear	6x6	Х
Thomas Seafood	N Rear	6x6	Х
Sweetalicious	N Rear	6x6	Х
Surfside Café	N Side	6x6	Х
Sears Landing	N Side	6x6	Х
One Stop Bait and Tackle	E Culdesac	4x5	Х
Topsail Steamer	S Side	4x5	Х
Daybreak Donuts	N Side	6x6 (2)	
Beauchaines 210	S Side	6x6	Х
Atlantic Food Mart	E Side	6x6	Х
East Coast Sports	W Sidelot	6x6 (2)	Х
Kings Beachware	N Side	6x6	Х
Max's Pizza	N Rear	6x6 (2)	4x5
Beach Bunny	S Rear	6x6	Х
Warehouse by Cape Catherines	N Side	6x6	х
IGA	E Rear	6x6 (2)	х
Buddy's	Front Lot	6x6	Х
Shaka Taco	By Aquarium	6x6 (2)	х
Island Delights	E Rear	6x6	х
The Corner	S Side	6x6 (2)	х
Sugar Kingdom	E Rear	6x6	х
Century Link	E Rear	6x6	x
Hwy 55	E Rear	6x6 (2)	x
Spinnaker Surf Shop	W Rear	6x6 (2)	x
Topsail Island Yacht Club	S Side	6x6	X
Topsail Trading Company	S Side	6x6	x
Topsait frading Company	U UIUE	0.0	^

20'

Berts	S Side	6x6

Surf City Continued			
Saltwater Resort	N Side N. New River	6x6	Х
Highwater Bar	N Rear	6x6	Х
Herrings Outdoor Sports	N Rear	6x6	х
Surf Condos	N Side	6x6	х
Tiffany's Motel	N Rear	6x6	х
Minuteman Food Mart	S Side	6x6	х
Loggerhead Inn	E Rear on Topsail Dr.	6x6	х
Saltwater Suites	E Mid Parking	6x6	х
JM's Place	E Rear Topsail Dr.	6x6	3x4 (3)

S Side Lot

Total 6x6 Garbage Dumpsters Total 4x5 Garbage Dumpsters <u>Total 4.5x6 Garbage</u> <u>Dumpsters</u>	102 5 1
Total 3x6 Garbage Dumpsters	1
Total Garbage Dumpsters	109
Total 6x6 Recycling Dumpsters	13
Total 4x4 Recycling Dumpsters	1
Total 4x5 Recycling Dumpsters	4
Total 3x4 Recycling Dumpsters	4
Total 3x5 Recycling Dumpsters	1
Total Recycling Dumpsters	23
Surf City Total Dumpsters	132

New York Corner Deli

#### North Topsail Beach Commercial Dumpster Audit

Size	Quantity
8 yrd	20
2 yrd	1
Compactors- 30 yrd roll off	2
30 yrd roll off	1

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**EXHIBIT B** 

6x6

### **Topsail Beach Commercial Dumpster Audit**

Business	Address in Topsail Beach	Size Dumpster
Godwins Market	721 S Anderson Blvd	6 yd
Larry's Deli-Q	718 S Anderson Blvd	10 yd
Quarter Moon	708 S Anderson Blvd	6 yd
Cora's Deli	712 S Anderson Blvd	6 yd
Beachshop Grill	701 S Anderson Blvd	10 yd
Jolly Roger Motel and Pier	721 S Anderson Blvd	10 yd
Topsail Assembly Building	720 Channel Blvd	5 yd
Breezeway Motel and Restaurant	634 Channel Blvd	10 yd

### **EXHIBIT B**

### Holly Ridge Commercial Dumpster Audit

Garbage Dumpsters	39
Recycling Dumpsters	6