



REQUEST FOR PROPOSALS
2025 RESIDENTIAL & COMMERCIAL SOLID WASTE SERVICES

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

DEADLINE FOR QUESTIONS, CORRECTIONS & ADDENDA

3:00 pm (EST) Friday, November 15, 2024

MANDATORY PRE-BID MEETING

3:00 pm (EST) Friday, November 22, 2024

DEADLINE FOR SUBMISSION OF PROPOSALS

3:00 pm (EST) Monday, December 9, 2024

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

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REQUEST FOR PROPOSALS
2025 RESIDENTIAL & COMMERCIAL SOLID WASTE SERVICES FOR
TOWNS OF SURF CITY, HOLLY RIDGE, NORTH TOPSAIL BEACH & TOPSAIL BEACH

Date: October 25, 2024

Requests for Proposals (RFPs), subject to the conditions contained herein, will be received by the Towns, until 3:00 p.m. on Monday, December 9, 2024.

There is a mandatory pre-bid meeting scheduled on Friday, November 22, 2024, at 3:00 pm at 214 W Florence Way Hampstead, NC 28443.

Specifications must be received from the Town at 214 W Florence Way Hampstead, NC 28443, or downloaded from one of the Town websites at <https://www.surfcitync.gov/>, <https://hollyridgenc.org/>, <https://www.northtopsailbeachnc.gov/>, and <https://topsailbeachnc.gov/>.

Copies of the described RFP may be examined at no expense to the Town of Surf City, Town of Holly Ridge, Town of North Topsail Beach, and/or Town of Topsail Beach.

Submittals shall be emailed only with the subject line reading: 2025 Request for Proposals for Solid Waste Services and addressed to rfpsolidwaste@surfcitync.gov.

All Towns named reserve the right to reject any or all proposals received.

This RFP applies to all persons without regard to race, creed, color, national origin, age, sex, or handicap.

REQUEST FOR PROPOSALS
2025 RESIDENTIAL & COMMERCIAL SOLID WASTE SERVICES FOR
TOWNS OF SURF CITY, HOLLY RIDGE, NORTH TOPSAIL BEACH & TOPSAIL BEACH

SECTION 1: INTRODUCTION AND BACKGROUND

1.1 The Towns of Surf City, Holly Ridge, North Topsail Beach, and Topsail Beach (“The Towns”) are seeking a qualified contractor to perform solid waste collection services and undertake other obligations set forth in this Request for Proposals (“RFP”). The Towns intend to provide curbside solid waste service for their residents and specified multifamily and commercial business units. Respondents to this RFP (each a “Proposer” or “Contractor”) will be bound through a contract (the “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. Any proposed revisions to the RFP must be submitted as part of the Proposer’s proposal and must be clearly marked or listed as revisions to 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. Material revisions to the Contract after the proposal submission deadline will not be considered.

1.2 Currently, the Towns provide solid waste collection and related services to residents with a private sector solid waste management company. The Towns are located in Pender County & Onslow County, North Carolina. The Towns currently serve approximately 9900 trash accounts and 8200 recycling accounts. The successful Proposer will be required to perform those services set forth (“Service Requirements”). Proposers are responsible for familiarizing themselves with the Service Requirements and the Service Locations. Proposers are solely responsible for inspecting/reviewing locations prior to submitting a response to the RFP in order to be fully aware of the scope of services required. Failure to inspect or conduct other due diligence will not relieve the successful Proposer from performing in accordance with this RFP.

1.3 The Proposer is responsible for providing all roll-out carts and dumpsters before the commencement of service. Any future replacement dumpsters will be considered in the overall price identified by the proposer for that particular type of dumpster service. The Town of Topsail Beach will provide roll-out carts for both trash and recycling services, the contractor may need to supplement with additional carts based on final audit of service needs.

1.4 The Towns will work with the successful proposer to coordinate any change of service, and the Towns will bill for all solid waste services. All complaints or issues that need to be resolved will be reported to the Towns and then to the successful proposer in order to handle the situation.

SECTION 2: TERMS AND FORMALITIES

2.1. Proposal Interview

This RFP requires a Proposal that addresses Municipal Solid Waste and Recycling Collection Services, Disposal and Processing. Interviews of Proposer may be held by The Towns to further review Proposals:

2.2 Proposal on the Services

The successful Proposer must include all facilities, labor, materials, equipment, and supplies to perform the Services as specified in this RFP.

This RFP is comprised of the base RFP and documents those exhibits incorporated herein, and any addenda released before Contract award. All exhibits and addenda released for this RFP in advance of any contract award will be incorporated herein by reference. If a Proposer is unclear about a requirement or specification or believes a change to a requirement would allow for the Towns to receive a better proposal, the Proposer should submit a question during the question-and-answer period. The Towns may reject as nonresponsive any proposal making material exceptions or modifications to the RFP.

2.3 Term of Contract

Five (5) Year Term. It is the Towns intent to enter into a single, exclusive solid waste services agreement ("Contract") with a selected Proposer to provide the Service Requirements, as set forth in this RFP. The Towns will individually award the Contract to the Proposer that the Towns determine to be in the best interests of the Towns. The Towns intend to enter into a Contract with one five (5) year term.

2.3.1 An extension of one three (3) year term can be granted at the end of the original five (5) year contract at the discretion of the Towns.

2.4 General Scope of RFP

2.4.1 This RFP serves two functions:

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

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

2.5 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 **Friday, November 15, 2024, at 3:00 PM**. All questions must be sent via email to the Solid Waste Review Team, at the following email address: rfpsolidwaste@surfcitync.gov.

All official RFP addendums and/or corrections will be posted on the Town websites. <https://www.surfcitync.gov/>, <https://hollyridgenc.org/>, <https://www.northtopsailbeachnc.gov/>, and <https://topsailbeachnc.gov/>.

However, the Towns will not be responsible for emails that are delayed, not sent, or not received. Each Proposer is responsible for ensuring it has reviewed all RFP Addenda, and the Towns are not responsible for technological or other problems that might prevent the Proposer from accessing or reviewing the RFP Addenda that are not the result of the Towns gross negligence.

2.6 Mandatory Pre-Bid Meeting

There is a mandatory pre-bid meeting scheduled on **Friday, November 22, 2024, at 3:00 pm** at 214 W Florence Way Hampstead, NC 28443, for all interested Proposers.

2.7 Submission of Proposal

Deadline for Submission of Proposals: **Monday, December 9, 2024, at 3:00 PM**

Proposals must be sealed, appropriately marked, and submitted in hard copy. Electronic responses by email or fax will not be considered.

Proposals must be addressed as follows:

PROPOSAL: 2025 Residential and Commercial Solid Waste Services

Mail:

Attn. RFP Solid Waste
P.O. Box 2475
Surf City, NC 28445

Physical:

Attn. RFP Solid Waste
214 W. Florence Way
Hampstead, NC 28443

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

Submit one (1) set of the signed and original proposal, eight (8) photocopies of the proposal package, and one (1) electronic copy. An electronic copy of the proposal must be provided on a separate flash drive. The files must not be password protected, must be in .PDF .DOCX, or .XLS format, and must be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Proposers are to submit written proposals which present their qualifications and understanding of the Service Requirements. The proposal should be prepared simply and economically and should provide all the information which the Proposer considers pertinent to its proposal and qualifications for the project. Emphasis should be placed on completeness of services offered and clarity of content. Proposals should not exceed ten (10) pages total.

2.8 Pricing

Proposal price shall constitute the total cost to the Towns for complete performance in accordance with the requirements and specifications herein, including all applicable charges related to handling, administrative and other similar fees. Proposer shall not invoice for any amounts not specifically allowed for in this RFP and the Contract. Proposer's pricing structure must be included in Proposer's response to this RFP. All Pricing will be based on Unit Count as provided by the Towns and Unit Rate / Pricing.

2.8.1 Pricing and Invoicing: Additional Services (Subscription Accounts)

Additional Services: Residential, Multi-Family and Commercial Business Units may request additional services that exceed the Towns provided services. The Proposer pricing structure and rates for subscription of additional requested services shall be at the established Towns rates/prices. The additional subscription services requested shall be invoiced/billed by the Proposer directly to the Customer (residential, multi-family and/or small commercial business units).

2.9 Route Audit

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

- Physical Addresses for All Service Locations
- If the location is: Residential, Multi-Family, or Commercial Business Unit
- The number of cart(s) or type(s) of dumpster at the service location and the frequency of disposal.

A comprehensive route audit will be provided to the Towns within 90-day period of the contract. The route audit will also be performed yearly following the initial audit.

2.10 Proposer Due Diligence

2.10.1 Each Proposer shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. The Proposer shall thoroughly examine and be familiar with this RFP and all exhibits.

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

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

2.11 Legal Compliance

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

2.12 Non-Discrimination

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

2.13 Modification or Withdrawal of Proposal

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

2.14 Trade Secrets

The Towns will maintain confidential trade secrets that the Proposer does not wish disclosed only to the extent allowed by N.C. law, including without limitation North Carolina G.S. § 32-1.2 et seq.

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

2.15 Prohibited Communications

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

reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. Any items that need clarification or explanation should be emailed to the Solid Waste Review Team which will then be shared as part of the bidding process.

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

2.16 Pre-Contract Expenses

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

2.17 Proposer's Warranties and Representations

2.17.1 Proposer warrants and represents that it will provide qualified personnel to provide Services under the Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry.

2.17.2 Proposer represents that it can fully furnish all its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies, and materials necessary for the Proposer to provide and deliver the Services.

2.17.3 Proposer warrants and represents that it has not and will not enter any agreement with a third party that may abridge any rights of the Towns under this RFP or the Contract.

2.17.4 Proposer warrants and represents that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Proposer has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Proposer that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

2.17.5 Once a contract is awarded, if the awarded contractor is purchased by or sold to another entity, this contract may become subject to renegotiation and/or termination at the discretion of the Towns.

2.18 Disqualification of Contractors

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

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

SECTION 3: PROPOSAL FORMAT

The proposal consists of three parts:

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

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

SECTION 4: TECHNICAL PROPOSAL

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

TAB 1 – EXECUTIVE SUMMARY

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

TAB 2 – EXPERIENCE AND PAST PERFORMANCE

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

- a) **Qualifications and Resumes:** Proposer should demonstrate the company's qualifications and experience to perform the services specified herein. Proposer should demonstrate that key personnel have at least five (5) years of experience providing the services requested herein. Key personnel include the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions, as well as individuals directly responsible for services provided to the Towns.
- b) **Service Performance and References:** Proposer should demonstrate its relevant experience successfully providing solid waste, and recyclables roll cart collection, rollout cart management and dumpster services to residential, multi-family, and commercial customers. Proposer should provide three (3) references, preferably public-sector customers from North Carolina, for which the Proposer is or has provided services similar to those required herein. Proposer should provide any additional, relevant information to demonstrate the quality of its services.
- c) **Service Transition History:** Proposer should demonstrate its experience with transitioning into providing collection service to residential, multi-family, and commercial customers by supplanting another provider. Proposer should provide any additional, relevant information to demonstrate successful ability to transition services. Proposer should identify its service transition Project Manager(s) for the Towns. Proposer should demonstrate that the service transition Project Manager(s) for this Contract has experience providing successful service transitions.
- d) **Non-Performance History:** Proposer should document its past performance history by providing a description of all criminal actions against the Proposer pertaining to solid waste services during the last five (5) years. Proposer should also document all civil actions, losses of service contracts, bid bond claims, performance bond claims or liquidated costs related to solid waste services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Proposer during the last five (5) years. For each such occurrence, Proposer shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. Performance history may be limited to North Carolina; however, if Proposer has no existing service history within North Carolina, then nationwide performance history must be submitted. If there are no such actions, Proposer should so state.
- e) **Financial Capability:** Proposer shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP, by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Proposer

should either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to the Towns' satisfaction, the Towns reserve the right to request additional information.

- f) Previous Experience: Proposer shall identify if it has previously provided services for the Town(s), what services have been provided, and the terms of such services. Any previous partnership with the Town(s) will be evaluated and considered as part of the qualification criteria.

TAB 3 – SCOPE OF WORK PROPOSAL

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

- a) Collection Services: Proposer should explain how it plans to provide collection services at least as comprehensive as those services currently being provided by the Towns as described in this RFP. At a minimum, Proposers should describe the primary methods by which the Services will be provided; a list of the types (make and model) and number of vehicles that would be used to provide collection services; number of routes, number of collection staff; how materials would be handled following collection; customer service process including number of staff; and any other details pertinent to fulfilling the requirements of this RFP.
- b) MSW Disposal Site: Proposer shall identify the MSW Final Disposal Landfill Site and provide a copy of the associated North Carolina Permit Information.
- c) Recycling Processing Site: Proposer shall identify the Recycling Processing Facility, and any associated contracts attached to accepting the material from the Towns.
- d) Customer Service: Proposer should explain how it plans to maintain customer service and satisfaction throughout the Contract term.
- e) Transition Management: Proposer should explain how it plans to manage the transition into providing these services. Solutions for potential critical path issues should be identified such as anticipated delay in receiving carts, vehicles, acquiring labor, etc.
- f) Information Management: Proposers should describe in detail how it plans to record, manage, and report information.
- g) Organization: Proposer should include a project organization chart indicating titles and total number of personnel that would be devoted to work resulting from this RFP. Proposer should identify any subcontractors it intends to employ and describe the specific work that would be performed by each subcontractor.

The Proposer is encouraged to provide additional information to the Towns for consideration to accomplish its objectives.

SECTION 5: SELECTION PROCESS

5.1 The recommendation of award will be made to the Proposer submitting the proposal which is in the best interest of the Towns. Individually, the governing bodies of each town must approve the offer of a contract, though the Solid Waste Review Team will be the prime point of contact for the Towns during contract discussions with the Proposer leading up to contract award by the governing bodies of each Town.

5.2 After the Solid Waste Review Team has considered all proposals, they will rank the Proposers in order of their ability to deliver the required level of service to the Towns at a fair price. The Solid Waste Review Team will then begin contract discussions with the proposer of the highest rank. If those discussions are not successful, the Solid Waste Review Team will begin contract discussions with the Proposer who ranks the next highest. This process will continue until the Solid Waste Review Team is ready to make a recommendation to the governing bodies of each town to award a contract to a proposer.

5.3 In the event that all proposals exceed the Towns budget for the service, the Towns reserve the right to modify the terms of the RFP during contract discussions in an effort to enter into a contract that will provide the essence of the Towns requirements for MSW waste collection, hauling and disposal within its budget. Additionally, if the Towns and the selected contractor mutually agree, terms of the RFP may be modified to accomplish cost savings or improved efficiencies.

SECTION 6 SERVICE REQUIREMENTS

Proposer shall provide the collection services (as determined by the Towns) described below within the Service Area in accordance with this RFP and the final Contract. All residential services (household carts) shall be accomplished on the same service day.

6.1 The Service Area

Defined by the Towns Municipal Boundaries

6.2 Collection Services

Proposer shall provide price information on the following services as designated by the Towns collectively. Pricing shall take into account the gross number of anticipated trash and recycling containers and accounts based on all Towns (See Base Proposal for cumulative numbers):

Residential Municipal Solid Waste Household Trash Collections:

Weekly: Residential Municipal Solid Waste Household Trash Collections

- Curbside Collection
- Contractor to purchase and distribute to all residential service addresses new 96- Gallon Roll-Out Container
- Contractor to purchase and distribute to all residential service addresses new 96- Gallon Roll-Out Container
- Backdoor Service Special Circumstances – (as identified and authorized by the Towns) not to exceed 5% of total residential units.
- Twice weekly residential municipal solid waste household trash collection during peak season months as determined by each town.

Residential Recycling Collection

Weekly: Residential Municipal Solid Waste Recycling Collections

- Curbside Collection
- Contractor to purchase and distribute new 96- Gallon Roll-Out Container
- Backdoor Service Special Circumstances – (as identified and authorized by the Towns) not to exceed 5% of total residential units.
- Twice weekly residential recycling collection during peak season months as determined by each town.

Approved (by the Towns) Small Commercial Businesses

Weekly: Approved Small Commercial Business (MSW) Trash Collections

- Contractor to purchase and distribute new 96-Gallon Roll-Out Container
- Service Points: Backdoor, Alley, Corrals and Curbside Service – (as identified by the Towns)

Weekly: Approved Small Commercial Business Recycling Collections

- Contractor to purchase and distribute new 96- Gallon Roll-Out Container
- Service Points: Backdoor, Alley, Corrals and Curbside Service – (as identified by the Towns)

Commercial Dumpster Service

Currently the Towns do not manage the collection of commercial dumpsters being serviced for Governments, Small Businesses, Commercial, Institutional, and Multi-Family Locations. This option is being evaluated by the Towns and pricing is requested.

Weekly: Approved Governments, Small Businesses, Commercial, Institutional, and Multi-Family Locations

- Containerized in Contractor Owned and Maintained Dumpsters
- New Dumpsters to be Deployed: 2, 4, 6, and 8 Cubic Yards

Bulk Item Pickup

Bulk item pick up service twice a year at scheduled dates determined by the Towns to include appliances, mattresses, box springs, bicycles, toys, car sets, grills (no propane or hot ashes), televisions, white goods, furniture fixtures, sofas, electronics.

6.3 Residential Municipal Solid Waste (MSW) Collection-Weekly

Proposer shall provide weekly curbside collection service of MSW to Residential Units (containerized trash) 96-gallon capacity roll-out carts which may bear the name/logo of the current contractor with a neutral color container located within the Service Area. Proposer shall provide and utilize appropriate collection equipment to collect and deliver MSW to the designated landfill disposal facility.

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

6.4 Residential Back/Side Door

Proposer shall provide Back/Side Door service for MSW for up to ten (10) Residential Units of disabled people as identified by the Towns by providing 96-gallon capacity roll-out carts. Proposer shall provide and utilize appropriate collection equipment to collect and deliver MSW to the designated landfill disposal facility.

6.5 Non-Collection Municipal Solid Waste (MSW)

Proposer shall not be required to collect any liquid, hazardous, construction and demolition debris, or vegetative debris, or, during weekly collection, appliances, furniture, or bulky materials. In the event of non-collection, contractor shall affix to the MSW Rollout Cart, a Non-Collection Notice explaining why Collection was not made. Proposer shall maintain a record of the address of any Residential/Commercial Curbside Service Unit where materials were not collected, the date of non-collection, and the reason they were not collected, and such notice is to be provided to Towns and a work order issued for resolution.

6.6 Dumpster Service for Municipal Solid Waste (MSW) at Governments, Small Businesses, Commercial, Institutional, and Multi-Family Locations

6.6.1 The Towns currently do not manage the collection of commercial dumpsters being serviced for Governments, Small Businesses, Commercial, Institutional, and Multi-Family Locations. This option is being evaluated by the Towns and pricing is requested.

6.6.2 Except for dumpsters owned by the producers, the Proposer will provide dumpsters to the Multi-Family Units, Commercial Business Units and Towns at rates specified in the contract. The Proposer shall provide exact specifications, model or type, and manufacturer, of all dumpsters for the Towns approval. The Towns authorized representative shall have final approval of the color, markings, and decals on the dumpsters. Only dumpsters approved by the Towns shall be used by the Proposer in providing collection services.

6.6.3 Proposer will empty dumpsters for trash and garbage serving Multi-Family Units, Commercial Business Units, and Towns facilities on a frequency schedule agreed to by the Towns.

6.7 Residential Recycling Collection – Weekly

Proposer shall provide weekly curbside collection service of containerized Recyclables to Residential Units in 96-gallon roll-out carts, located within the Service Area. Contractor shall provide and utilize appropriate collection equipment to collect and deliver Recyclables to the designated recycling facility.

The recycling containers must be placed curbside by the contractor within the street right-of-way.

6.8 Municipal Solid Waste Collection at Towns Facilities

6.8.1 Contractor will empty 96-gallon roll-out carts and dumpsters from all Town facilities as specified on a weekly basis free of charge to the Towns.

6.9 Minimize Contamination of Recyclables

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

6.10 Recycling Materials / Commodities

The Recyclables to be collected, if approved, at the residential units and as allowed by the local recycling vendor. As an example, and subject to change.

- Aluminum Cans
- Steel/Tin Cans
- Glass Bottles and Jars
- #1 Plastic Bottles (PET)
- #2 Plastic Bottles (HDPE)
- Newspaper
- Magazines
- Catalogs
- Junk Mail
- Telephone Books
- Office Paper
- Corrugate Cardboard
- Gift Wrapping Paper

6.11 Non-Collection Recycling

Proposer shall not be required to collect any Recyclable Materials that are not placed in recycling containers. Proposer shall maintain a record of the address of any Residential/Business Curbside Service Unit where Recyclable Materials were not collected, the date of non-collection, and the reason they were not collected, and such notice is to be provided to Towns and a work order issued for resolution.

6.12 Towns Events & Festivals

As directed by the Towns, the Proposer will provide, at no additional fee, collection service for up to ten (10) Community Events or Festivals per year for each municipality, for materials set out during neighborhood and community cleanups. All Solid Waste and Recyclables collected during these events must be delivered to the Designated Facilities. The Town(s) Events and Festivals will require up to forty (40) 96-Gallon Roll-Out Containers for Trash and twenty (20) 96-Gallon Roll-Out containers for Recycling; to be provided by the Proposer.

6.13 Service Modifications and Associated Charges/Fees

The Proposer shall not make any Service Modifications to any services within this Proposal. Any modifications to the Residential, Small Commercial Unit and Multi-Family Unit service levels which would be billable to the Towns must have prior approval of the Towns.

Residential, Small Commercial Units and Multi-Family Units may request additional services: additional rollout carts, change in dumpster size or frequency of service. The Units location is responsible for any charges as related to the additional services. The Proposer shall directly invoice the related charges to the Producer. The additional charges will be per the Proposer/Towns agreed upon fees.

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

6.14 Routes and Schedules

Collection routes shall be established to ensure that Solid Waste and Recyclables, if applicable, shall be serviced on the same day.

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

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

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

If changes in routes or schedules alter the day of pickup, the Proposer shall notify each customer affected by the change with a Town approved printed announcement at least thirty (30) days prior to the effective date of the change and each week up to the day of change (example to be used: door hangers).

6.15 Hours of Collection

Proposer shall provide all specified residential, multifamily collection, and commercial services between the hours of 7:00 a.m. and 7:00 p.m. All routes shall be completed on the regular service day, unless the Proposer has notified each Town Manager, or their designee, that conditions, including weather, make collection at the scheduled time impossible and receive approval to extend the hours of collection. A route shall be deemed incomplete if two percent (2%) or more of the customers on the route did not receive regularly scheduled collection services.

Residential Collection shall not be provided on those days that are designated by the Proposer as holidays. Proposer shall submit to the Towns the list of Proposers recognized holidays.

Make-up holiday collections shall be scheduled on the off-day or on another day within the same week as the holiday according to Towns directive. When two holidays fall within the same week, make-up holiday collections must be scheduled to provide customers with at least one (1) Solid Waste, collection weekly and weekly or bi-Weekly (to be determined) for Recyclables collection.

In the event of an emergency, collection services may be scheduled at times not otherwise permitted, provided the Proposer has received prior written approval from the Town(s) Manager or his/her designee.

6.16 Vehicles

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

- (1) All vehicles required to provide the services specified herein shall be on hand and in good working order.

- (2) All the Proposer's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's hopper area during loading and transport operations.
- (3) All vehicles shall be kept in clean condition at all times.
- (4) All vehicles shall be licensed in the State of North Carolina and shall operate in compliance with all applicable state, federal, and municipal regulations.
- (5) All vehicles shall be manufactured and maintained to conform to ANSI Standard Z245.1.
- (6) Collection vehicles shall be painted a uniform color and exterior paint, and markings must be kept in good condition.
- (7) Each vehicle shall be serially numbered in lettering at least five (5) inches high and shall also bear the name and phone number of the Proposer plainly visible on both sides of the vehicle.
- (8) All vehicles shall be sufficiently secure to prevent littering of any material and leakage of fluid. No vehicles shall be willfully overloaded.
- (9) Each vehicle shall be equipped at all times with all safety supplies, equipment, and first aid supplies required by Applicable Law; fire extinguisher; heavy-duty broom, rake, and large dustpan; spill response kit; audible back-up warning devise.
- (10) Only advertising approved by the Towns for promoting the collection programs shall be permitted on vehicles.

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

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

6.17 General Requirements

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

Proposer shall collect materials generated within the Towns Service Area separate from materials generated outside of the Towns Service Area.

Proposer shall collect Municipal Solid Waste/Household Trash (MSW), and Recyclables separate from each other, and shall not combine loads of different material types. Proposer shall be responsible for all disposal and processing costs, and in addition to liquidated damages.

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

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

- Rollout Carts or Containers shall be completely emptied
- Rollout Carts or Containers placed in an upright position at the point where collected
- Rollout Carts or Containers shall not block driveway access
- Rollout Carts or Containers shall not block or cause obstruction to sidewalks
- Rollout Carts or Containers shall be placed with the lid in the closed position
- Rollout Cart or Containers fall over; the operator must immediately set it upright.

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

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

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

Proposer shall promptly repair or have repaired at no cost to the Towns or to the property owner any damage caused by its operations. If such repairs are made by or at the direction of the Towns or property owner, the Proposer shall reimburse the Towns or property owner for such repairs. The Town Manager shall be notified immediately of any property damage.

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

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

Proposer shall use competent, qualified, sober, drug-free personnel to provide collection services pursuant to this Agreement. Employees shall adhere to a no smoking policy while performing services for the Towns. Proposer shall devote sufficient personnel, time, and attention to its operations to ensure that its performance will be satisfactory to the Towns.

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

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

At all times when operating vehicles or equipment pursuant to this Contract, Proposer's employees shall carry a valid North Carolina driver's license for the type of vehicle or equipment being operated.

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

6.18 Customer Service Standards

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

Proposer shall establish and maintain a local office or other facility at which the Proposer can respond to service inquiries and complaints received by the Towns or the Proposer. The office shall be accessible to customers from 8:00 a.m. to 5:00 p.m., Monday through Friday.

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

Proposer shall maintain a local telephone number and email address routed to the local office where service inquiries and complaints can be received by Proposer. Proposer shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Messages shall be answered no later than noon on the following business day. Should the answering service or answering machine be used during office hours, such as during lunch time or when all telephone lines are full, these services must be monitored regularly, so that Proposer can respond to the message within sixty (60) minutes.

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

Proposer shall maintain a computerized list of all Residential, Multi – Family and Commercial Business Units. The list will be provided to the Towns on a Monthly Basis by either Web Portal or other approved method (Excel). The list at a minimum will include:

- Physical Street Address
- Collection Services Provided
- Service Days – Commercial Accounts (Dumpster)
- Number of Rollout Carts (if applicable)
- Route Information with an accurate count of the number of customers per route, Corrals Serviced and Commercial Dumpsters

The Proposer shall keep a computerized list of all Customers associated with the Towns. The computer application shall provide an accurate account of customers and services provided to the customer. All communications with the Towns and/or Residence (any Customer) shall be inventoried (logged) by the Proposer. This inventoried communication weekly-monthly log will contain history of all new starts, additional service requests, complaints or inquiries with the street address and customers' names if available. The Proposer's response to when and how the complaint / inquiry was managed will also be readily available to the Towns Employees. The Proposer may provide an alternative process to managing Customer Service Data and Information.

Service quality will, in part, be measured by the number and nature of complaints received from the Units being serviced and the customers. Complaints received by the Proposer, directly from the customer or from the Towns, shall be resolved no later than the close of the next business day and reported to the Towns. In general, the intent is for all calls received by the Proposer or the Towns staff to be routed to the Proposer and available or reported by email to the Towns immediately. All complaints must be reported on a form approved by the Towns, and include the following information:

- Customer's name, address, and phone number if available;
- Route number and truck number assigned to complaint address;
- Type of service involved;
- Nature of the complaint;
- Date and time the complaint was received;
- Date and time problem occurred;
- Action taken by Proposer;
- Date and time the complaint was resolved; and
- Name of person who resolved the complaint.
- Date and Time informed the Towns (Email)

If the Towns or Service Unit/Customer notify Proposer of a missed collection before 4:00 p.m. on the day of collection, Proposer shall return to the customer's premises before 6:00 p.m. the same day of the notification and collect all of the Household Trash (MSW), or Recyclables that have been set out for collection. If Proposer is notified after 4:00 p.m. of the day of collection of a missed collection, collection shall be made by 12:00 p.m. the next day following notification. Notifications received Friday after 4:00 p.m. Friday through Sunday shall be corrected before 12:00 p.m. on Monday.

6.19 Recordkeeping and Reporting

Weekly: Proposer shall provide hard copies of the previous week's weight tickets from the Designated Facilities.

Monthly: Proposer shall electronically submit a monthly report to each Town Manager, in a format approved by the Towns, containing, at a minimum, the following monthly totals:

1. Customer complaints – Proposer shall report all customer complaints (e.g., missed pickups). Each complaint will have a response note provided by the Proposer addressing the complaint. In addition, Proposer will provide a list of non-collection errors categorized by "citizen error" or "proposer error."
2. Non-Collection Notices – Proposer shall identify all non-collection notices issued. At a minimum, the information shall include the date the notice was issued; customer's name and address; and the reason for issuing the notice.
3. Completed Work Orders – Proposer shall identify all work orders issued by the Towns that have been completed.
4. Incidences of personal injury or property damage, including vehicular damage to public or private property.
5. Revocation of any license or permits.
6. Total MSW Tonnage Sanitary Landfill or Transfer Station
7. Total Tonnage Recyclables - Proposer shall keep accurate records of Recyclables collections made from all Residential Units, and Corrals and report to the Towns monthly at least the following:

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

Proposer shall provide any additional information or reports as requested by the Review Team or designee to monitor Proposer's performance or the Towns Solid Waste and Recycling programs.

The Towns reserves the right to review and audit all records of the Proposer pertaining to the collection services.

6.20 Designated Facilities Disposal & Processing Facilities

Proposer is responsible for paying any and all Landfill tipping fees, and/or Recyclable Processing Cost as relates to this contract. Proposer shall deliver all Solid Waste collected pursuant to the Contract to a Towns Approved Disposal Facility. Proposer shall deliver all Recyclables collected pursuant to this Contract to a Towns Approved Recycling Processing Facilities.

In the event that the Towns and/or Proposer determine to request a change to the location of a designated facility for the best interest of the Contract. The Towns will be the final authority / decision on the designated disposal facility / sites.

6.21 Education Assistance and Communications

Each year during the term of this Agreement, the Proposer, in coordination with each Town, shall publish and distribute (USPS) a "Notice" to the Residential, Multi-Family and Small Business Service Units regarding the Collection Service programs. The notice shall contain, at a minimum, definitions of the materials to be collected, procedures for setting out the materials and maps of the Service Area indicating the days when Collection Services will be provided. The notice shall be approved by the Towns prior to publication. The notice shall be distributed by the Proposer no later than 30 days prior to the commencement of Services under this Agreement during the first year of the Agreement, or such other extended date as may be mutually agreed upon by the Towns and the Proposer, and no later June 30th of each Agreement year thereafter.

6.22 Transition in Service Plan

Proposer is responsible for providing a smooth transition in services from the current provider. The selected Proposer shall minimize inconvenience to all customers served. To accomplish this objective, the Proposer shall submit a Transition Plan to the Towns no later than fifteen (15) calendar days following the execution of the contract. The plan shall include a detailed description of how implementation of the Proposer's collection services will be accomplished and must meet the approval of the Review Team. The Proposer shall provide a smooth Transition Plan as relates to Section 2.6.1 "Pricing and Invoicing: Additional Services – (Subscription Accounts)."

6.23 Payments

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

The Towns and the Proposer shall annually review and reconcile the "Customer Count Units" which will be provided by the Towns to the Proposer no later than July 15th of each year during the term, including any extension thereof. The reconciled number of units will commence in the following year, on the July billing statement.

Proposer shall invoice the Towns by the 25th of each month.

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

Consumer Price Index Adjustment: On July 1, 2025 and on July 1 of each subsequent year during the Term, the unit prices for services billed to the Towns 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) ; provided, however, that the percentage adjustment shall not exceed three percent (3.0%). There will be a decrease in the rates if the CPI decreases.

Landfill, Recycling Processing Cost shall be a pass-through expense and not subject to any CPI. The Consumer Price Index Adjustment will not be applied to the percentage of the prices/fees for services that have any additional inflationary pricing adjustments (Disposal and Processing Cost).

There will not be a "Fuel Adjustment" included in this contract.

Adjustments for Changes in Service: The Towns shall have the right, at its discretion and following at least 180 days' written notice to the Proposer, to change the frequency of collection services and, in such event, the Proposer agrees to

negotiate in good faith with the Towns to adjust the price for collection services commensurate with such changes in service level.

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

Submittal of Proper Invoices:

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

Towns of Surf City	Town of Holly Ridge	Town of North Topsail Beach	Town of Topsail Beach
Attn: Finance	Attn: Finance	Attn: Finance	Attn: Finance
P.O. Box 2475	P.O. Box 145	2008 Loggerhead Ct.	820 S Anderson Blvd.
Surf City, NC 28445	Holly Ridge, NC 28445	North Topsail Beach, NC 28460	Topsail Beach, NC 28445

The Invoice must include:

- Name and address of the Proposer;
- Invoice date;
- Copies of all Scale Tickets (MSW and Recyclables)
- Any Additions or Deletions of Services
- Invoice number (Proposer is encouraged to assign identification number);
- Contract number;
- Contract line-item number, including description, quantity, unit of measure, unit price and extended price of the item;
- Terms of any prompt payment discount offered;
- Name and address of official to whom payment is to be sent;
- Federal Identification Number.

6.24 Liquidated Damages / Costs

Quality customer service is of the utmost importance to the Towns. It is the intent of the parties that the contractor shall provide high quality collection services to the Towns. While all but inconsequential failures of a contractor to perform are deemed material breaches, the Towns prefers to address minor breaches with liquidated damages rather than contract termination and general compensable damages. To that end, in the chart below under the heading "Incident" are a listing of material breaches of the Contract that cause damage to the Towns but for which the Towns may choose to assess liquidated damages rather than to terminate the contract and seek general compensable damages. In the chart below under the heading "Cost Schedule" beside each Incident is a monetary sum or range that provides the amount of liquidated damages for each Incident. These amounts are not intended as penalties and are imposed because (1) determining actual damage(s) suffered by the Towns for each Incident is difficult to ascertain, but (2) the amounts stated are reasonable estimates of the damage(s) which would be caused by a stated breach and are reasonably proportionate to the damage(s) actually caused by the breach.

Liquidated Damages / Cost Schedule

1	Collection of any material before 7:00 a.m. or after 7:00 p.m. unless approved by the Town Manager	\$100 per first incident; \$200 per incident for every incident thereafter in any 30-calendar-day period.
2	Failure to complete any route on the regular service day, without notification to the Towns authorized representative.	\$500 per route for the 1st incident, \$1,000 per route for each additional incident in any 30-calendar day period. Towns may terminate Contract after the 3rd incident.
3	Failure to properly service rollout or containers: block driveway, street, or sidewalk, leave lid up, or partially emptied, or leave the rollout cart damaged or laying on the ground	\$50 per incident; \$100 per incident for every incident thereafter in any 30-calendar-day period
4	Failure to collect missed customers by 6:00 p.m. the same day when notified prior to 4:00 p.m.	\$50 per incident; \$100 per incident for every incident thereafter in any 30-calendar-day period
5	Failure to respond to or resolve complaints by the end of the next business day after Proposer is provided a notice of such complaint; or reporting unresolved complaints as having been resolved.	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
6	Failure to leave non-collection notice for customer explaining why improperly setout material was not collected and retained copy of any such notice indicating that such notice was properly provided to customer shall be adequate proof of such notice.	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
7	Failure to deliver container for new service, or replace lost, stolen, or damaged container within two (2) business days of request (if applicable)	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
8	Failure to treat customers in a courteous and respectful manner.	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
9	Mixing waste materials collected in the Towns with waste materials collected in other jurisdictions.	\$1,000 for the 1st incident; \$2,000 for each sequent incident; Towns may terminate Contract after the 3rd incident
10	Mixing loads of Solid Waste (MSW) and Recyclables.	\$1,000 for the 1st incident; \$2,000 for each sequent incident; Towns may terminate Contract after the 3rd incident
11	Failure to clean spillage (oil, hydraulic fluid, garbage, trash, recyclables, etc.) on the day written notice of such spillage is received.	\$1000 per incident; \$2000 for 2nd incident and \$5000 for 3rd, and each subsequent, incident in any 90-calendar-day period
12	Failure to repair damage to customer property upon written notice from Towns and determination of Proposer's liability.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent incident in any 90-calendar-day period Plus-the Cost of the Repair
13	Failure to maintain office hours and supervisory contacts as required.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent incident in any 90 calendar-day period
14	Failure to properly cover or secure materials on collection vehicles(s) to prevent leaking, spilling, and blowing.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent incident in any 90-calendar-day period

15	Failure to correct deficiencies in cleanliness, safety, or sanitation of equipment within 48 hours of written request.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent incident in any 90-calendar-day period
16	Failure to repair equipment that is breaking down, leaking fluids, or discharging debris after receiving notice of the same from the Towns.	\$100 for first incident, \$200 for 2nd incident and \$500 for 3rd and any subsequent incident on the same route during any 90-calendar-day period
17	Failure to properly display; Proposer's name, phone number, and vehicle number on collection vehicles and service vehicles.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent incident in any 90-calendar-day period

The Towns will calculate all liquidated damages, if any assessed, each month and will provide notice of such assessment, if any, to the contractor no later than seven (7) business days following the end of each calendar month and will deduct the total amount of such damage(s) against the payment for collection services due to the contractor in the same or a following month.

Should the contractor dispute any assessment of liquidated damages by the Towns in accordance with the Contract, the contractor shall deliver written notice of the same, and the basis for disputing that assessment, to the Town Manager where the assessment took place, within five (5) days of receiving notice of that assessment. The Town Manager and the contractor shall meet within five (5) days of the Towns' receipt of such notice and attempt to resolve the dispute. If the dispute is not resolved within seven (7) days following the date such request is received by the Town Manager, the contractor may submit the dispute for non-binding mediation by delivering written notice thereof to the Towns and, within five (5) days following the date of such notice, delivering, to a mutually agreeable mediator and to the Towns, a written summary of the facts at issue, the grounds for the dispute, and a statement of the contractor's position. The Towns, within five (5) days after receiving the written summary from the contractor, shall submit to the mediator a written response to that summary and a statement of its position. Neither the document from the Proposer nor the document from the Towns shall exceed two (2) pages in length. The mediator shall consider those written materials, make such further inquiries from the parties as may be necessary, and shall render a written report no later than thirty (30) days following receipt of the written summary from the contractor. If the parties are not able to resolve the dispute through mediation, then either party, provided it first gives notice to the other party within seven (7) days following its receipt of that report, may take whatever further action(s) may be available at law, in equity, or under the Contract. If a resolution of the dispute includes an adjustment in the amount of liquidated damages previously withheld by the Towns, the contractor will include that adjustment as a separate debit or credit, as appropriate, in its next invoice for collection services.

Notwithstanding any other provision of the Contract between the Towns and the contractor to the contrary:

- a) For contractor's material breach of the contract of such significance that the Town(s) is/are denied the services or quality of services it contracted for, the Town(s) may terminate the Contract and seek its remedies for breach in law or equity including compensable damages, and
- b) In the event that the total amount of liquidated damages assessed against the contractor during any 60-calendar-day period, which may begin on any day within a month, exceeds \$5,000.00, the Town(s), at its discretion and in addition to all other remedies that may be available to it, may terminate the Contract and seek its remedies for breach in law or equity including compensable damages.

Any waiver or forbearance by the Town(s) or the contractor of any right under the Contract shall not operate as or be construed to be a waiver of any other rights, regardless of when such event may occur. Failure of the Town(s) or the contractor to insist upon strict adherence to these standards or any requirement of the Contract, on one or more occasions, shall not be considered a waiver, nor shall it deprive that party of the right to thereafter insist upon strict adherence to that or any other standard set forth in the Contract.

SECTION 7: INSURANCES

The Contractor shall at all times during the contract maintain in full force and effect employers' liability, workers' compensation, public liability, and property damage insurance, including contractual liability. All insurance shall be by insurers and for policy limits acceptable to the Towns. Prior to commencement of work the Contractor agrees to furnish the Towns certificates of insurance or other evidence satisfactory to the Towns to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at that time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holders."

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

The Contractor agrees to furnish proof of insurance for the last two (2) consecutive years along with certificates of insurance for the same in the amounts indicated below or other amounts as required by law, whichever is greater, to the Towns with the initial bid proposal. The Towns shall be included as an additional insured on the aforementioned policies.

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

As an alternative to the above, the Contractor may insure the above public liability and property coverage under a certificate of self-insurance, issued by the Commissioner or Motor Vehicles, equal to the foregoing limits of liability.

SECTION 8: PERFORMANCE BOND

A Performance Bond is required from the Proposer to receive the Contract award in the amount of one hundred percent (100 %) of the first year's estimated contract price and shall remain in effect for the duration of the contract period to guarantee the faithful performance of the Contract by the Proposer. The bond will be required at the time of the Contract signing (and not as a submittal with the proposal at the proposal opening). The surety on the bond shall be a duly authorized corporate Surety Company authorized to do business in the State of North Carolina. Bonds in the form provided in N.C.G.S 44A-33(a). Any other bond form must be approved in advance of Contract signing by each Towns legal counsel. Attorneys-in-fact who sign performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.

A series of annual performance bonds will be acceptable as long as they are delivered to Towns at least three weeks before the previous bond expires. Failure of the Proposer receiving the Contract award to keep an acceptable performance in effect at any time during the term of the contract is a material breach of the contract.

In its sole discretion, in lieu of a performance bond, the Towns may accept an irrevocable letter of credit in the amount of one hundred percent (100%) of the first year's estimated contract price to remain in effect throughout the contract term. If the Proposer would like consideration of an irrevocable letter of credit in lieu of a performance bond, he should notify the Review Team as soon as practical after notice of preliminary selection as the contractor. The terms of any irrevocable letter of credit must be approved by each Town Counsel.

PROPOSAL RESPONSE FORM

**REQUEST FOR PROPOSALS- SOLID WASTE SERVICES FOR
TOWNS OF SURF CITY, HOLLY RIDGE, NORTH TOPSAIL BEACH & TOPSAIL BEACH**

**THIS PROPOSAL IS SUBMITTED TO THE TOWNS OF SURF CITY, HOLLY RIDGE, NORTH TOPSAIL BEACH AND
TOPSAIL BEACH FOR SOLID WASTE COLLECTION SERVICES BY:**

FIRM NAME: _____

ADDRESS: _____

CITY: STATE: ZIP: _____

TELEPHONE: _____

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE

I, the authorized representative set forth above hereby present this proposal on behalf of the firm set forth above, which does hereby certify that the information provided in the proposal is accurate and hereby agrees to provide the services as proposed if awarded the contract.

SIGNATURE

PRINTED NAME

DATE

COST / FEE PROPOSAL FORM

BASE PROPOSAL – Five (5) Year Term

Proposers Name: _____

SOLID WASTE SERVICES

Proposer must fill in all proposed pricing. Prices are for all services identified within the RFP to include but not limited to collection, disposal, and processing of solid waste, recyclables, and the associated services. All unit prices shall be rounded to the nearest cent. Unit numbers provided are estimated for the fiscal year 2024-2025 purposes only; the Towns make no guarantee as to the exact number of units to be serviced.

Prior to contract execution a final unit count will be established.

2024-2025 Estimated Numbers Surf City:

- Estimated Residential Units (Trash): 4723
- Estimated Residential Units (Recycling): 4723
- Estimated Small Business Units (Roll Carts/Trash): 112
- Estimated Small Business Units (Roll Carts/Recycling): 112
- Estimated Town Units (Trash): 82
- Estimated Town Units (Recycling): 67

2024-2025 Estimated Numbers Holly Ridge:

- Estimated Residential Units (Trash): 2210
- Estimated Residential Units (Recycling): 2210
- Estimated Small Business Units (Roll Carts/Trash): 61
- Estimated Small Business Units (Roll Carts/Recycling):43
- Estimated Town Units (Trash): 25
- Estimated Town Units (Recycling): 25

2024-2025 Estimated Numbers North Topsail Beach:

- Estimated Residential Units (Trash): 2302
- Estimated Residential Units (Recycling): 2302
- Estimated Small Business Units (Roll Carts/Trash): 30
- Estimated Small Business Units (Roll Carts/Recycling): 31
- Estimated Town Units (Trash): 65
- Estimated Town Units (Recycling):46

2024-2025 Estimated Numbers Topsail Beach:

- Estimated Residential Units (Trash): 1730
- Estimated Residential Units (Recycling): 1730
- Estimated Small Business Units (Roll Carts/Trash): 13
- Estimated Small Business Units (Roll Carts/Recycling): 0
- Estimated Town Units (Trash): 60
- Estimated Town Units (Recycling): 30

***Failure to provide a bid for the bid alternates does not automatically disqualify you from being selected. Please place N/A as your response to each item that your company will not be bidding on.**

COST/ FEE PROPOSAL FORM

BASE PROPOSAL – Five (5) Year Term

Residential Weekly Containerized and Curbside Trash Service Units: 10,965

Weekly Collection of Containerized Household Trash (Curbside) to include:

- Residential Units Weekly Services 96-Gallon Trash Roll-Out Carts
- Disposal, Processing, and Transportation Cost within this Cost per Monthly Fee
- Containerized in 96-gallon roll-out carts (Provided by Contractor)
- Cost for an additional Roll-out cart same location

Cost for additional unit:

Price per Unit 1x per week:

Price per Unit 2x per week (seasonal):

Residential Weekly Containerized Curbside Recycling Service Units: 10,965

Weekly Collection of Containerized Household Recycling Materials (Curbside) to include:

- Residential Units Weekly Services 96-Gallon Recycle Roll-Out Carts
- Disposal, Processing, and Transportation Cost within this Cost per Monthly Fee
- Containerized within 96-gallon roll-out carts (Provided by Contractor)
- Cost for an additional Roll-out cart same location

Cost for additional unit:

Price per Unit 1x per week:

Price per Unit 2x per week (seasonal):

Specific Small Businesses Weekly Containerized Trash Service Units: 216

Weekly Collection of Containerized Small Business Trash to include:

- Disposal, Processing, and Transportation Cost within this Cost per Monthly Fee
- Alley, Curbside, and Corral Service Points
- Containerized 96- Gallon roll-out carts (Provided by Contractor)
- Cost for an additional Roll-Out Cart same location

Cost for additional unit:

Price per Unit 1x per week:

Price per Unit 2x per week (seasonal):

Specific Small Businesses Weekly Containerized Recycling Service Units: 186

Weekly Collection of Containerized Small Business Recycle to include:

- Disposal, Processing, and Transportation Cost within this Cost per Monthly Fee
- Alley, Curbside, and Corral Service Points
- Containerized 96- Gallon recycling roll-out carts (Provided by Contractor)
- Cost for an additional Roll-Out Cart same location

Cost for additional unit:

Price per Unit 1x per week:

Price per Unit 2x per week (seasonal):

Commercial Businesses Weekly Containerized Trash Service Units: TBD

Weekly Collection of Containerized Commercial Business Trash to include:

- Disposal, Processing, and Transportation Cost within this Cost per Monthly Fee
- Alley, Curbside, and Corral Service Points
- Containerized in Contractor Owned and Maintained Dumpsters: 2,4,6,8 cubic yards

Price per Unit:

2cy:

4cy:

6cy:

8cy:

Bulk Item Pickup Service

Price for Service 2x per year to include landfill rate disposal charges:

LANDFILL DISPOSAL AND PROCESSING CHARGES / FEES

Disposal Charges & Fees

All disposal charges and processing fees are incorporated into the unit pricing structure. All waste collected shall be accepted by and unloaded at a facility that is approved and permitted by the State of North Carolina. The Contractor shall accept title to the collected Municipal Solid Waste (MSW), and recycling materials upon collection and placement into the Contractor's collection vehicles until deposited at the approved designated facility.

All materials shall be taken to an approved solid waste disposal sanitary landfill and/or recycling processing facility.

The Proposer is responsible to pay any and all Landfill tipping fees, or Recyclable Processing Cost as relates to this contract.