

Vendor: \_\_\_\_\_



## Request for Proposal

### Solid Waste and Recycling Collection and Hauling

#### RFP Schedule:

Event	Responsibility	Date and Time
Issue RFP	Town	September 27 <sup>th</sup> , 2022
Submit Written Questions	Vendor	October 7 <sup>th</sup> , 2022 at 5:00 p.m.
Provide Response to Questions	Town	October 14 <sup>th</sup> , 2022
Deadline to Submit Proposals	Vendor	October 28 <sup>th</sup> , 2022 at 5:00 p.m.
Contract Effective Date	Town	January 1 <sup>st</sup> , 2023

Direct all inquiries concerning this RFP to Tyler Thomas, Town Manager  
[tyler@pembrokenc.gov](mailto:tyler@pembrokenc.gov); phone # 910-521-9758



*All times shown in this RFP are Eastern Standard Time unless otherwise noted.*

**This page is to be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

**ID Number:**

\_\_\_\_\_  
Federal ID Number or Social Security Number

\_\_\_\_\_  
Vendor Name

**EXECUTION**

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore by executing this proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. §143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public Contract; or awarding or administering public Contracts; or inspecting or supervising delivery of the public Contract of any gift from anyone with a Contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**\*\*\* Failure to complete entire form below prior to submittal shall render bid invalid and it WILL BE REJECTED. Late bids cannot be accepted. \*\*\***

**VENDOR NAME:** \_\_\_\_\_

**STREET ADDRESS/PO BOX #:** \_\_\_\_\_

**CITY, STATE, ZIP CODE:** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_ **FAX #:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**PRINCIPAL PLACE OF BUSINESS IF DIFFERENT FROM ABOVE:** \_\_\_\_\_

**PRINT NAME/TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:** \_\_\_\_\_



**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: \_\_\_\_\_ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.



## 1.0 PURPOSE AND BACKGROUND

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The Town of Pembroke seeks proposals to provide Solid Waste and Recycled Materials Collection and Disposal Services for commercial and residential properties in the Town of Pembroke.

Required waste hauling and collection services include the supply and service of dumpsters for solid waste and commingled recycling.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

### 2.2 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP, and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in [Section 2.4 PROPOSAL QUESTIONS](#). Questions must be emailed [tyler@pembrokenc.gov](mailto:tyler@pembrokenc.gov). If the Town determines that any changes will be made as a result of the points raised, then the Town will communicate such changes in the form of an RFP addendum. The Town may also elect to leave open the possibility for later negotiation of specific components of the Contract that have been addressed during the question and answer period. Other than through this process, the Town rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

### 2.3 RFP SCHEDULE

The table below shows the *intended* schedule for this RFP. The Town will make every effort to adhere to this schedule. All times shown in this RFP are Eastern Standard Time unless otherwise noted.

Event	Responsibility	Date and Time
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Contract Effective Date	Town	January 1 <sup>st</sup> , 2023



## 2.4 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Vendor must email written questions to [tyler@pembrokenc.gov](mailto:tyler@pembrokenc.gov) by the date and time specified above. Vendors should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the Town's response, and any additional terms deemed necessary by the Town will be posted in the form of an addendum to the Town's website [www.pembrokenc.com](http://www.pembrokenc.com), and shall become an Addendum to this RFP. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

## 2.5 PROPOSAL SUBMITTAL

Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

BY US POSTAL SERVICE	BY COURIER (FEDEX, UPS, ETC)	BY HAND OR IN PERSON
ATTN: Tyler Thomas PO BOX 866 PEMBROKE NC 28372	ATTN: Tyler Thomas 98 UNION CHAPEL ROAD PEMBROKE NC 28372	ATTN: Tyler Thomas 98 UNION CHAPEL ROAD PEMBROKE NC 28372

**IMPORTANT NOTE:** All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay is assumed by the Vendor, whether proposal is delivered by hand, U.S. Postal Service, courier or other delivery service or method. It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening. The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity or performing the services as described herein.

**Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to e-mail, in response to this RFP shall NOT be accepted.**

- a) Submit **one (1) signed, original executed** proposal response, one (1) photocopy, and an un-redacted electronic copy on CD, DVD or flash drive. Print Vendor name on disc or drive. Preferred file formats for electronic copies are Adobe PDF, Microsoft WORD, or Microsoft EXCEL.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP name; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

## 2.6 PROPOSAL CONTENTS

Please review Attachment B, #8. Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative.



- c) Completed and signed version of EXECUTION PAGE, and signed receipt pages of any addenda released in conjunction with this RFP
- d) Vendor's proposal for completion of work described herein, in compliance with requirements herein
- e) Completed version of ATTACHMENT A: PRICING
- f) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- g) Completed and signed version of ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

## 2.9 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: Alternate Proposal for 'name of Vendor'. Each proposal must be for a specific set of services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## 2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **CALL-BACK COLLECTIONS:** services required of the Contractor to correct collections performed below the standard set in this scope of work.
- c) **CALL-IN COLLECTIONS:** services provided by the Contractor on an other-than- scheduled basis. Call-in services are not to be confused with requests for the Contractor to return to the Town because of collection performed below the standard set in this scope of work ("Call-Back").
- d) **COMMINGLED RECYCLABLES:** all paper and paper products (to include cardboard and cardboard products), aluminum and steel cans, glass jars and bottles, plastics and other products deemed acceptable for recycling by Curbside Management.
- e) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- f) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- g) **RFP:** Request for Proposal
- h) **SOLID WASTE:** Refuse generated in the Town's municipal limits which is not deemed to be radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazards or hazardous waste.
- i) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- j) **TIPPING FEE:** the charge for disposing of solid waste in a municipal solid waste landfill, transfer station, or recycling processing facility. Charge is based upon accurate weight of materials deposited at the site.
- k) **VENDOR:** Supplier, contractor, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

## 3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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### 3.1 METHOD OF AWARD

All qualified proposals will be evaluated and awards will be made to the Vendor whose proposal is deemed to be most advantageous to the Town of Pembroke.

While the intent of this RFP is to award a Contract(s) to a Vendor, the Town reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the Town to do so.

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from



having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor'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. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the Town of Pembroke's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the Town would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

### **3.3 PROPOSAL EVALUATION PROCESS**

The Town of Pembroke shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The Town reserves the right to waive any minor informality or technicality in proposals received.

#### **The Town will conduct a One-Step evaluation of Proposals:**

- a) Proposals will be received from each responsive Vendor in a sealed envelope or package.
- b) All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
- c) Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.
- d) Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the Town of Pembroke reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of Town of Pembroke.

Upon completion of the evaluation process, the Town will make Award(s) based on the evaluation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the Town of Pembroke.

### **3.4 EVALUATION CRITERIA**

In addition to the proposal's completeness, all qualified proposals will be evaluated and award considered based on consideration of the following criteria, to result in an award most advantageous to the Town of Pembroke:

- a) Qualifications and experience of the Vendor as requested in Vendor Experience (section 4.6) as well as information provided in reference letters/ reference checks (**up to 15 pts**)
- b) Container and equipment maintenance plan (**up to 10 pts**)
- c) Familiarity with Locality (**up to 10 points**)
- d) Price (**up to 65 points**) The Town will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 45. All other competing proposals will be assigned a portion of the maximum score using the formula:  $45 \times (\text{total from lowest cost proposal} \div \text{total from proposal being evaluated})$ .

### **3.5 INTERPRETATION OF TERMS AND PHRASES**

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Town; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be



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

## **4.0 REQUIREMENTS**

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This Section lists the requirements related to this RFP. By submitting a proposal the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the Town to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

### **4.1 CONTRACT TERM**

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the "Effective Date"). The Vendor shall begin work under the Contract within one (1) business day of the Effective Date.

At the end of the Contract's current term, the Town shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The Town will give the Vendor written notice of its intent whether to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition, the Town reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

### **4.2 PRICING**

Proposal price shall constitute the total cost to the Town for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. **Complete ATTACHMENT A: PRICING and include in Proposal.**

### **4.3 INVOICES**

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed. Electronic invoices can be emailed to [becky@pembrokenc.gov](mailto:becky@pembrokenc.gov).
- b) Invoices returned to Vendor for correction must be resubmitted with corrections within fifteen (15) calendar days following return from Buyer.
- c) Invoices should include, at a minimum: Vendor's Billing Address, Customer Account Number, Date of Billable Services, Service Locations and Descriptions, Price, and Quantity.
- d) Invoices will not be processed until the accompanying tonnage reports are provided by the vendor to [tyler@pembrokenc.gov](mailto:tyler@pembrokenc.gov).

### **4.4 PAYMENT TERMS**

- a) The Vendor will be compensated at the rates quoted in the Vendor's Cost Proposal.
- b) The Vendor will be paid net thirty (30) calendar days after the Vendor's invoice is approved by the Town of Pembroke.

### **4.5 FINANCIAL STABILITY**

Each Vendor shall certify it is financially stable by completing the [ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION](#). The Town of Pembroke is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the Town within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

### **4.6 VENDOR EXPERIENCE**

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the Town of Pembroke. Vendor shall provide information as to the qualifications and experience of all personnel to be assigned to this project, citing experience with similar projects and the responsibilities to be assigned to each person.



#### 4.7 REFERENCES

Vendors shall provide contact information for at least two (2) references for which Vendor has provided services of similar size and scope to that proposed herein. The Town may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. Such information may be considered in the evaluation of the proposal.

COMPANY NAME	DATES OF SERVICE	CONTACT NAME	TELEPHONE NUMBER

#### 4.8 BACKGROUND CHECKS

Any personnel or agent of the Vendor performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the Town.

#### 4.9 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The Town will approve or disapprove the requested substitution in a timely manner. The Town may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the Town may request acceptable substitute personnel or terminate the contract services provided by such personnel.

#### 4.10 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide services under this 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. Vendor agrees that it will not enter into any agreement with a third party that may abridge any rights of the Town of Pembroke under this Contract. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by Town of Pembroke. Names of any third party vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor 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.

### 5.0 SCOPE OF WORK

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#### 5.1 GENERAL

- a) Contractor is to provide all labor, equipment and necessary licenses and fees to accomplish Solid Waste and Comingled Recycling Collection services for the Town of Pembroke. (Historical volumes in [APPENDIX A](#))



- b) Contractor will perform services under a fixed-price contract for the base period of three (3) years, where payment for services rendered will be established as prescribed by the format of the Proposal Form. For the two (2) additional optional one-year terms, or for any subsequent extensions, a price adjustment will be negotiated in accordance with the Bureau of Labor Statistics, CPI, Water and Sewer and Trash Collection Services and changes to tipping fees. This adjustment will be annually and prior to the start of the option years. If the amount of the increase is more than 5%, the Town reserves the right not to renew the contract. With the exception of Call-Ins, the Contractor will be paid for its contract performance period services no greater than those costs awarded under the contract cost schedule (Proposal Form) or the negotiated price, where permitted. In addition, a fuel surcharge fee may be negotiated in conjunction with each option year renewal. The Town reserves the right to allow the fuel surcharge or not allow the charge.
- c) Contractor will bear all costs associated with performing the services hereunder to include fees, licenses, charges and tipping fees required by the nature of the business and those laws which are applicable thereto. All such costs will be included in the Contractor's proposed and awarded costs (Attachment A Pricing).
- d) Contractor will assume full responsibility and liability for all materials collected from point of collection, during transportation and any transfer, delivery to disposal point, and final disposition.
- e) Contractor shall commence performance of services upon the date specified in the contract award document at the frequency prescribed by the proposal forms. All pick-ups will be made between sunrise and sunset.
- f) In order to provide timely and adequate service to the Town, the Contractor shall maintain an office within the local geographic area with a toll-free or local telephone number. The telephone number (as identified in the bid proposal) will serve to receive and resolve discrepancy reports and complaints filed by the Town. Contractor will maintain a log to record such complaints from time of registry until resolution. Such log will be made available to the Town upon request.

## **5.2 TASKS/DELIVERABLES**

- a) Contractor shall furnish all labor and equipment to properly provide the services specified herein. The Contractor shall provide service vehicles that have a completely enclosed body, for the pick-up, compaction and transportation of the collected material. The body shall be equipped with an approved compaction system and so designed that there will be no spillage of any refuse or material during loading or transporting. The capacity of the service vehicle(s) shall be sufficient to serve the area within the times required, yet the entire unit must be able to approach each pick-up point and negotiate all roads and streets without exceeding the design load of the vehicle, the various pavements and structures.
- b) The Contractor will perform regularly scheduled pick-ups at the intervals specified herein depending on the collection plan selected, and for those costs prescribed in the awarded contract cost schedule (Proposal Form).
- c) The Contractor will be responsible for maintenance of all commercial containers that are used for solid waste and recycling collection. This maintenance will be at no extra charge and will be available to provide service within 4 business hours (7:00 a.m. until 3:00 p.m.) of an issued complaint if one of the compactors fails to work.
  - i. The Contractor shall ensure that, if a vehicle should break down, a back-up vehicle shall be available to respond within one (1) hour to continue the scheduled pick-ups for that day. The Contract Administrator shall be notified of any delay longer than one (1) hour and any pick-ups that will not be completed according to schedule.
- d) Contractor will dispose of collections as follows:
  - i. Solid waste collections will be disposed at the Robeson County Landfill located at 246 Landfill Road.
  - ii. Contractor shall only use equipment (front loader trucks and roll off trucks) judged by the Town to be in a good state of repair and operational condition. On-truck scales shall be properly calibrated and functional. The Contractor's truck shall be in a condition that properly prevents the leaking of automotive fluids and



residue on public property. The Town reserves the right to (a) conduct a pre-award survey of the Contractor's equipment proposed to be used in performing the services hereunder and use such in determining its award and/or (b) require the removal of any equipment from the performance of this contract which the Town finds objectionable, or a safety or health hazard. Any requests for equipment changes will be made in writing.

**Note:** Contractor must identify proposed equipment in its proposal by year, make, model, style/type and capacity.

- e) Contractor personnel shall be clearly identified as employees of the Contractor. Contractor personnel shall use proper etiquette and decorum. The Town reserves the right to require the Contractor to remove any employee performing services which the Town deems of unacceptable behavior or appearance.
- f) Contractor shall be responsible for debris and waste caused or left by its collections. Contractor is responsible for assuring that collection sites are left in a clean and sanitary condition after each collection. The Town may require a call-back or assess the Contractor the costs for the removal of such debris or waste when such is determined by the Town as to have been caused by the Contractor. The Contractor will be responsible for debris and waste surrounding the container when the cause of such is determined to be the Contractor's collection practices or work. Where the container is overflowing and the debris and waste are habitually present prior to collection, it is the Contractor's responsibility to immediately notify the Town's contract administrator to assign responsibility and corrective action.
- g) Contractor shall furnish and maintain all equipment necessary to properly provide service. The contractor shall maintain all equipment in suitable condition. This shall include painting of containers as needed. Any containers will be promptly replaced if judged to be unsuitable by the Town. All containers initially provided under the terms of this contract shall be in excellent condition. All containers will possess signage depicting applicable ordinance violations and signage designed to prevent parking/blocking the containers. Drain plugs will remain in place at all times; leaking containers will not be permitted. **Service will be provided to all units as needed to remain operational within 24 hours.** The contract price shall include any and all permits and taxes associated with pick-up and disposal.

### 5.3 COMMUNICATION AND REPORTS

- a) Contractor shall include as an attachment to its proposal a recommended manner and method in which the Town may collect from the Contractor accurate data that records the amounts of refuse and recycled collections. Contractor's proposal will include type of data that could be reported and frequencies in which reports would be made to the Town.
- b) The Contractor shall have a telephone number at his/her office/plant, properly listed in a telephone directory of general circulation, and shall attend said telephone from the hours of 7:00 a.m. until 4:00 p.m., Monday through Friday. Contractor shall be able to send and receive documents via email and fax.
- c) The Contractor shall notify the Contract Administrator by 7:00 a.m. of any delay in the pick-up schedule. The contractor will provide a yearly list showing all times when collection of waste and recyclable material cannot be performed, due to scheduled holidays, maintenance, or for any other reason.
- d) The Contractor and the Town shall work together to eliminate contamination of recyclables in refuse containers. Contamination should be reported to the Contract Administrator with the location, date and nature of the problem being given. The University relies on the Contractor to report contamination and collection issues in writing so that staff can take corrective action through communication with customers and educational materials.
- e) Contract Administrator will make Vendor aware of any complaints or requests for special pick-ups. The Contract Administrator may submit to the Contractor's driver(s) a daily summary of complaints and special requests.



- f) The Contractor's personnel shall report to the Contract Administrator any needed repairs to road surfaces, pads, or container stops affecting their ability to perform service. Contractor shall report required repairs to the Town immediately upon discovery.
- g) The Town may, on unannounced occasions; audit the collection, conveyance, and weighing procedures of the Contractor to assure that the efficient operational practices are being maintained.

#### **5.4 PROJECT ORGANIZATION**

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP, and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

#### **5.5 TECHNICAL APPROACH**

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

#### **5.6 WARRANTIES**

Vendor warrants to the Town that all items furnished will be of good material and workmanship, and Vendor agrees to replace any items which fail to comply with the specifications by reason of defective material or workmanship under normal use, free of the Town's negligence or accident for a minimum of 90 days from date of acceptance. Such replacement shall include transportation costs free of any charge to the Town. This statement is not intended to limit any additional coverage, which may normally be associated with a product.

#### **5.7 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the Town, up to 2 months after such end date all such reasonable transition assistance requested by the Town, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the Town or its designees. If the Town exercises this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The Town shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the services or other resources utilized.

### **6.0 CONTRACT ADMINISTRATION**

---

#### **6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

The Vendor shall designate and make available to the Town a project manager. The project manager shall be the Town's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

#### **6.2 POST AWARD MANAGEMENT REVIEW MEETINGS**

The Vendor, at the request of the Town, shall meet monthly for the first six months, then quarterly with the option of more or less as deemed necessary with the Town for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

#### **6.4 MONTHLY TONNAGE REPORTS**

The Vendor shall provide monthly tonnage reports to the designated Contract Lead within 7 days of the end of each month. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties. Invoices will not be paid until monthly tonnage report is received.



## **6.5 DISPUTE RESOLUTION**

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Town Manager for resolution. A claim by the Town shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

## **6.6 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the Town and Vendor.

*The remainder of this page is intentionally left blank*

*Attachments to this RFP begin on the next page.*



**APPENDIX A: SOLID WASTE, RECYCLING AND YARD WASTE STATISTICS, FISCAL YEAR 2022**

<b>Month</b>	<b>Solid Waste (tons)</b>	<b>Commingle (tons)</b>	<b>Yard Waste (tons)</b>
July 2021 -June 2022	3,806	195	73



## **APPENDIX B: RESIDENTIAL SERVICE ADDRESSES**



Service Addr
015 NEWASIN ST
019 MOUND DR
020 MOUND DR
021 TERRAPIN DR
022 CLOVIS DR
023 NEWASIN ST
024 TERRAPIN DR
025 DARKWATER LN
026 NEWASIN ST
033 TERRAPIN DR
036 DARKWATER LN
036 NEWASIN ST
036 TERRAPIN DR
037 MOUND DR
039 CLOVIS DR
042 MOUND DR
042 W PINECONE CT
043 TERRAPIN DR
046 E PINECONE CT
046 TERRAPIN DR
050 CLOVIS DR
055 DARKWATER LN
057 CLOVIS DR
057 E PINECONE CT
058 DARKWATER LN
058 E PINECONE CT
0600 HARRY WEST LN EXT



Service Addr
0601 HARRY WEST LN EXT
0601 HARRY WEST LN EXT A
0604 HARRY WEST LN EXT
0604 HARRY WEST LN EXT A
0604 HARRY WEST LN EXT B
0606 HARRY WEST LN EXT
0607 HARRY WEST LN EXT
067 E PINECONE CT
068 BADIN DR
073 CLOVIS DR
076 CLOVIS DR
079 W PINECONE CT
084 DARKWATER LN
085 DARKWATER LN
0904 OLD MAIN RD
0906 OLD MAIN RD
093 CLOVIS DR
097 DARKWATER LN
098 CLOVIS DR
09809 DEEP BRANCH RD B
100 BREECE ST
100 HOWARD ST
100 N UNION CHAPEL RD
101 GARDEN ST
101 N VANCE ST
101-B E RR ST
102 BADIN DR



Service Addr
102 BELTON DRIVE
102 E WARDELL DR
102 N UNION CHAPEL RD
102 RILEY LN
103 BARKER ST
103 COLLEGE ST
103 CORNITH RD
103 E RR ST
103 GARDEN ST
103 N VANCE ST A
103 N VANCE ST B
103 RILEY LN
103-A COLLEGE ST
104 BARKER ST
104 CHAVIS ST
104 CLIFTON ST
104 E FOURTH ST
104 E WARDELL DR B
104 GARDEN ST
104 HOWARD ST
105 CHAVIS ST
105 GARDEN ST
105 HOWARD ST
105 MORRISON ST
105 N JONES ST
105 N VANCE ST 3
105 W THIRD ST B



Service Addr
106 E WARDELL DR
106 GARDEN ST
107 HOWARD ST
107 MORRISON ST
108 BARKER ST
108 MORRISON ST
108 W SECOND ST
109 CLIFTON ST A
109 CLIFTON ST B
109 HOWARD ST
109 MORRISON ST
109 N JONES ST
109 N VANCE ST
110 CLIFTON ST
111 CLOVIS DR
111 HOWARD ST
111 N JONES ST
111 N VANCE ST
112 CLIFTON ST
118 CLOVIS DR
118 DARKWATER LN
119 CLIFTON ST
11-A WISE WAY DRIVE
11-B WISE WAY DRIVE
120 N ODOM ST
124 W PINECONE CT
128 BADIN DR



Service Addr
135 CLOVIS DR
138 CLOVIS DR
146 BADIN DR
149 DARKWATER LN
149 W PINECONE CT
156 W PINECONE CT
157 CLOVIS DR
158 CLOVIS DR
168 DARKWATER LN
169 W PINECONE CT
174 W PINECONE CT
186 DARKWATER LN
198 DARKWATER LN
200 FIRST ST
201 BLAINE ST
201 E SECOND ST
201 FIRST ST
201 GARDEN ST
202 BLAINE ST
202 FIRST ST
202 FIRST ST
202 FLORENCE ST
202 GARDEN ST
202 N ODOM ST
203 BARKER ST
203 BLAINE ST
203 CHAVIS ST 5



Service Addr
203 CHAVIS ST 6
203 E SECOND ST A
203 E SECOND ST B
203 FLORENCE ST
203 GARDEN ST
203 MORRISON ST
203 WELLONS ST
204 CHAVIS ST A
204 E FOURTH ST A
204 E FOURTH ST B
204 FIRST ST
204 FIRST ST A
204 FLORENCE ST
204 GOUGH ST
204 MORRISON ST
204 MORRISON ST
204 N ODOM ST
204 WELLONS ST
205 CHAVIS ST 1
205 CHAVIS ST 2
205 CLIFTON ST
205 GARDEN ST
205 MORRISON ST
205 N JONES ST
205 RILEY LN
205 WELLONS ST
206 DARKWATER LN



Service Addr
206 E FOURTH ST A
206 E FOURTH ST B
206 GARDEN ST
206 MABE ST
206 MORRISON ST
206 RILEY LN
207 E THIRD ST
207 MORRISON ST
207 WELLONS ST
2071 N CHICKEN RD
208 E FOURTH ST
208 GODWIN ST
208 MABE ST
208 N MAIN ST
208 N ODOM ST
208 WELLONS ST
208-A GARDEN ST
208-B GARDEN ST
209 MORRISON ST
209-A GODWIN ST
209-B GODWIN ST
211 DARKWATER LN
212 DARKWATER LN
212 N JONES ST
213 DARKWATER LN
213 E RR ST
215 DARKWATER LN



Service Addr
217 DARKWATER LN
218 DARKWATER LN
2185 N CHICKEN RD
219 DARKWATER LN
22 HUNTER'S RUN AVENUE
221 DARKWATER LN
222 N JONES ST
223 DARKWATER LN
224 DARKWATER LN
225 DARKWATER LN
2269 N CHICKEN RD
228 E WARDELL DR
2289 N CHICKEN RD
22-A SOUTH SPIRIT DRIVE
22-B SOUTH SPIRIT DRIVE
230 DARKWATER LN
236 DARKWATER LN
24 HUNTER'S RUN AVENUE
24-A NORTH SPIRIT DRIVE
24-A WISE WAY DRIVE
24-B NORTH SPIRIT DRIVE
24-B WISE WAY DRIVE
254 DARKWATER LN
25-A NORTH SPIRIT DRIVE
25-B NORTH SPIRIT DRIVE
26 HUNTER'S RUN AVENUE
260 DARKWATER LN



Service Addr
268 DARKWATER LN
274 DARKWATER LN
278 DARKWATER LN
28 HUNTER'S RUN AVENUE
299 BROOKS ST
29-A FOREFATHERS DRIVE
29-A WISE WAY DRIVE
29-B FOREFATHERS DRIVE
29-B WISE WAY DRIVE
30 HUNTER'S RUN AVENUE
300 JUDDIE ST
301 BROOKS ST
301 CHAVIS ST
301 FIRST ST
301 JUDDIE ST
302 ANNA ST A
302 ANNA ST B
302 E FOURTH ST
302 FIRST ST
302 FLORENCE ST
302 GODWIN ST
302 JUDDIE ST
302 S JONES ST
302 W RR ST
303 BROOKS ST
303 COLLEGE ST
303 E RR ST



Service Addr
303 FLORENCE ST
303 GARDEN ST
303 W FOURTH ST 1
303 W FOURTH ST 2
303 W FOURTH ST 3
304 CHAVIS ST
304 E FOURTH ST
304 E THIRD ST
304 FIRST ST
304 GODWIN ST
304 GRAHAM ST
304 W FIFTH ST
304 W RR ST
305 ANNA ST
305 BLAINE ST
305 BROOKS ST
305 CHAVIS ST
305 E FOURTH ST
305 E RR ST
305 FIRST ST
305 FLORENCE ST
305 GARDEN ST
305 GOUGH ST
306 ANNA STREET
306 BLAINE ST
306 CHAVIS ST
306 E THIRD ST



Service Addr
306 E WARDELL DR
306 FIRST ST
306 GRAHAM ST
306 N JONES ST
306 S ODOM ST
306 W RR ST
307 ANNA ST
307 E FOURTH ST
307 FLORENCE ST
307 GARDEN ST
307 GOUGH ST
307 S JONES ST
308 ANNA ST
308 BREECE ST
308 E WARDELL DR
308 FIRST ST
308 GRAHAM ST
308 N JONES ST
308 N UNION CHAPEL RD
308 W FOURTH ST A
308 W FOURTH ST B
308 W FOURTH ST C
308 W FOURTH ST D
308 WELLONS ST
309 FIRST ST
309 GOUGH ST
30-A FOREFATHERS DRIVE



Service Addr
30-A NORTH SPIRIT DRIVE
30-B FOREFATHERS DRIVE
30-B NORTH SPIRIT DRIVE
310 CHEROKEE ST
310 FLORENCE ST
310 W RR ST
311 BARKER ST
312 CHEROKEE ST
314 CHEROKEE ST
314 FIRST ST
316 BROOKS ST
316 CHEROKEE ST
316 FIRST ST
31-A FOREFATHERS DRIVE
31-A NORTH SPIRIT DRIVE
31-B FOREFATHERS DRIVE
31-B NORTH SPIRIT DRIVE
32-A FOREFATHERS DRIVE
32-A WISE WAY DRIVE
32-B FOREFATHERS DRIVE
32-B WISE WAY DRIVE
33-A FOREFATHERS DRIVE
33-A WISE WAY DRIVE
33-B FOREFATHERS DRIVE
33-B WISE WAY DRIVE
34 HUNTER'S RUN AVENUE
34-A FOREFATHERS DRIVE



Service Addr
34-B FOREFATHERS DRIVE
35-A FOREFATHERS DRIVE
35-B FOREFATHERS DRIVE
36-A FOREFATHERS DRIVE
36-B FOREFATHERS DRIVE
37-A FOREFATHERS DRIVE
37-B FOREFATHERS DRIVE
38 HUNTER'S RUN AVENUE
38-A FOREFATHERS DRIVE
38-B FOREFATHERS DRIVE
40 HUNTER'S RUN AVENUE
401 LOWRY ST
401 MCINNIS ST
401 PINE ST
402 BREECE ST
402 CHAVIS ST
402 CHEROKEE ST
402 N JONES ST
402 PINE ST
402 S JONES ST
402 W FIFTH ST
403 LOWRY ST
403 NORMAL ST
403 PINE ST
403 S ODOM ST
403 W FOURTH ST
403 WELLON ST



Service Addr
404 BARKER ST
404 BLAINE ST
404 CHEROKEE ST
404 DIAL ST
404 LOWRY ST
404 MCINNIS ST
404 PINE ST
404 S JONES ST DOWN
404 S JONES ST UP
404 W FIFTH ST
405 CHAVIS ST 8
405 CHEROKEE ST
405 PINE ST
405 W FIFTH ST
406 BARKER ST
406 CHEROKEE ST
406 GOUGH ST
406 N JONES ST
406 N UNION CHAPEL RD
406 NORMAL ST
406 PINE ST
406 S JONES ST
406 W FIFTH ST
407 BLAINE ST
407 CHEROKEE ST
407 PINE ST
407-A W FIFTH ST



Service Addr
407-B W FIFTH ST
408 NORMAL ST A
408 NORMAL ST B
408 S JONES ST
408 S ODOM ST
408 W FIFTH ST
408 W THIRD ST
409 BREECE ST
409 N JONES ST
409 S JONES ST
409 S ODOM ST
409 W FOURTH ST
40-A FOREFATHERS DRIVE
40-B FOREFATHERS DRIVE
410 BREECE ST
410 N UNION CHAPEL RD
411 BARKER ST A
411 BARKER ST B
411 CHEROKEE ST A
411 CHEROKEE ST B
411 W FOURTH ST
411 W THIRD ST
412 N UNION CHAPEL RD
412 W FOURTH ST
413 BARKER ST
414 W RR ST
414 W THIRD ST



Service Addr
415 BARKER ST
417 W FOURTH ST
42 HUNTER'S RUN AVENUE
42-A FOREFATHERS DRIVE
42-B FOREFATHERS DRIVE
43-A FOREFATHERS DRIVE
43-B FOREFATHERS DRIVE
44-A FOREFATHERS DRIVE
44-B FOREFATHERS DRIVE
45-A FOREFATHERS DRIVE
45-B FOREFATHERS DRIVE
500 PINE ST
501 NORMAL ST
501 PINE ST
501 S JONES ST
501 W FOURTH ST
502 BREECE ST
502 CHEROKEE ST
502 N JONES ST 3
502 NORMAL ST
502 PINE ST
502 RUSSELL ST
502 W FOURTH ST
503 LOWRY ST
503 N JONES ST
503 NORMAL ST
503 PINE ST



Service Addr
503 S JONES ST
504 LOWRY ST
504 MCINNIS ST
504 N JONES ST
504 NORMAL ST
504 RUSSELL ST
504 W FIFTH ST
505 BROOKS ST
505 LOWRY ST A
505 LOWRY ST B
505 MAYNOR ST
505 N JONES ST
505 NORMAL ST
505 PINE ST
505 W FIFTH ST
505 W FOURTH ST
506 LOWRY ST A
506 MCINNIS ST
506 N JONES ST
506 NORMAL ST
506 PINE ST
506 RUSSELL ST
507 LOWRY ST A
507 LOWRY ST B
507 MAYNOR ST
507 N JONES ST
507 W FIFTH ST



Service Addr
508 N JONES ST
508 PINE ST
509 BREECE ST
509 BREECE ST A
509 E THIRD ST
509 LOWRY ST
509 MAYNOR ST
509 MCINNIS ST
509 N JONES ST
509 W FIFTH ST
509 W FOURTH ST
510 N JONES ST
510 PINE ST
510 W FIFTH ST A
510 W FIFTH ST B
510 W FOURTH ST
511 BONNIE RD
511 LOWRY ST
511 N JONES ST
511 PINE ST
511 W FIFTH ST
512 BREECE ST
512 BREECE ST A
512 LOWRY ST
513 MCINNIS ST
513 N JONES ST
513 W FIFTH ST



Service Addr
513 W FOURTH ST
514 BREECE ST
514 MAYNOR ST
515 MCINNIS ST
515 N JONES ST
515 W FOURTH ST
516 BREECE ST
517 MCINNIS ST
518 N JONES ST A
518 N JONES ST B
519 N JONES ST
520 N JONES ST
524 N UNION CHAPEL RD
583 BROOKS ST
600 NORMAL ST
601 NORMAL ST
602 MCINNIS ST
602 SIXTH ST
603 E THIRD ST
603 MAYNOR ST
603 PINE ST
604 NORMAL ST
604 PINE ST
605 E THIRD ST
605 MAYNOR ST
605 MCINNIS ST
605 NORMAL ST



Service Addr
605 PINE ST
606 MCCORMICK CIRCLE
606 NORMAL ST
606 W FIFTH ST
607 E THIRD ST
607 MAYNOR ST
607 MCINNIS ST
607 NORMAL ST
607 PINE ST
607 W FOURTH ST
607-A MCCORMICK CIRCLE
607-B MCCORMICK CIRCLE
608 E THIRD ST
608 MCINNIS ST
608 NORMAL ST
608 PINE ST
609 E THIRD ST
609 MCINNIS ST
610 MCINNIS ST
610 NORMAL ST
611 E THIRD STREET
611 MAYNOR ST
611 MCCORMICK CIRCLE
611 PINE ST
612 MCINNIS ST
614 PINE ST
616 MCCORMICK CIRCLE



Service Addr
616 NORMAL ST
616 SEVENTH ST
618 PINE ST
619 NORMAL ST
622 N UNION CHAPEL RD
700 BROOKFIELD DR
701 CLERVIEW SUB
701 E THIRD ST
701 MAYNOR ST
702 BROOKFIELD DR
702 E THIRD ST
702 PINE ST
702 SMITH CIRCLE
703 BROOKFIELD DR
703 MAYNOR ST
703 N UNION CHAPEL RD
703 PINE ST
704 BROOKFIELD DR
704 E THIRD ST
704 NORMAL ST A
704 NORMAL ST B
704 PINE ST
705 BROOKFIELD DR
705 E THIRD ST
705 EIGHTH ST
705 SMITH CIRCLE
706 E THIRD ST



Service Addr
706 MAYNOR ST
706 NORMAL ST
706 SMITH CIRCLE
707 BROOKFIELD DR
707 MAYNOR ST
707 PINE ST
707 SMITH CIRCLE
708 BROOKFIELD DR
710 BROOKFIELD DR
710 SMITH CIRCLE
711 BROOKFIELD DR
711 SMITH CIRCLE
712 BROOKFIELD DR
714 BROOKFIELD DR
715 BROOKFIELD DR
715 E THIRD ST
716 BROOKFIELD DR
717 BROOKFIELD DR
718 BROOKFIELD DR
719 BROOKFIELD DR
720 BROOKFIELD DR
721 BROOKFIELD DR
722 BROOKFIELD DR
723 BROOKFIELD DR
723 SMITH CIRCLE
724 BROOKFIELD DR
725 BROOKFIELD DR



Service Addr
727 BROOKFIELD DR
729 BROOKFIELD DR
800 MAYNOR ST
801 EIGHTH ST
801 NORMAL ST
802 GARY LOCKLEAR DR
803 HARRY WEST LN
803 NORMAL ST
807 HARRY WEST LN
807 JAMES LYNN DRIVE
808 HARRY WEST LN
809 NORMAL ST
810 HARRY WEST LN
811 GARY LOCKLEAR DR
811 HARRY WEST LN
812 HARRY WEST LN
813 HARRY WEST LN
813 W THIRD ST
815 GARY LOCKLEAR DR
815 W THIRD ST
817 GARY LOCKLEAR DR
817 W THIRD ST
819 W THIRD ST
821 W THIRD ST
900 BROOKFIELD DR
900 PINE ST
900 SMITH CIRCLE



Service Addr
902 SMITH CIRCLE
904 BROOKFIELD DR
904 PINE ST
904 SMITH CIRCLE
905 BROOKFIELD DR
906 BROOKFIELD DR
906 PINE ST
907 W THIRD ST
908 BROOKFIELD DR
908 PINE ST
910 BROOKFIELD DR
910 PINE ST A
910 PINE ST B
912 BROOKFIELD DR
912 PINE ST
916 PINE ST
920 PINE ST
920 PINE ST A
926 PINE ST
LOT 01 HARRIS MHP
LOT 02 HARRIS MHP
LOT 03 HARRIS MHP
LOT 04 HARRIS MHP
LOT 05 HARRIS MHP
LOT 07 HARRIS MHP
LOT 08-A HARRIS MHP
LOT 09-A HARRIS MHP



Service Addr
LOT 09-B HARRIS MHP
LOT 12 HARRIS MHP
LOT 13 HARRIS MHP
LOT 14 HARRIS MHP
LOT 16 HARRIS MHP
LOT 17 HARRIS MHP
LOT 19-B HARRIS MHP
LOT 20-A HARRIS MHP
LOT 20-B HARRIS MHP
LOT 21 HARRIS MHP
LOT 22 HARRIS MHP
LOT 23 HARRIS MHP
LOT 24-A HARRIS MHP
LOT 24-B HARRIS MHP
LOT 25 HARRIS MHP
LOT 28 HARRIS MHP
LOT 29 HARRIS MHP
LOT 30 HARRIS MHP
LOT 31-A HARRIS MHP
LOT 31-B HARRIS MHP



Vendor: \_\_\_\_\_

**ATTACHMENT A: PRICING**

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**COST PROPOSAL FOR COLLECTION PLAN (1 of 2) (Including Bid Alternate, See 2<sup>nd</sup> Page)**

	Waste Stream	Dumpster	# of dumpsters	Service Frequency	(Monthly Cost)	Total Annual Costs**
<b>Commercial</b>	MSW	(20) 4 Yard (42) 6 Yard (49) 8 Yard -1 Compactor Pull (Walmart) (Compactor Privately Owned)		<b>3 x / Week</b> (Monday, W, Friday)		
	MSW	(25) 95 Gallon Roll-outs		<b>3 x / Week</b> (Monday, W, Friday)		
	MSW	(13) 95 Gallon Roll-outs (Town Lift Stations)		1 x / Monthly		
	Recycling	(11) 6 Yard (3) 8 Yard		1 x / Week		
	Recycling	(5) 95 Gallon Roll-outs		1 x / Week		
	Recycling	(3) 6 Yard (1) 8 Yard		2 x / Week		
<b>Residential</b> (Includes Public Housing Authority)  Single Family Residential: 667 +249 Public Housing Units.  Total (916)	MSW	95-gallon container (roll-out)	N/A	2 x / Week (Monday, Thursday)		
	Recycling	14-gallon container	N/A	1 x / Week (Wednesday)		
	*Leaf and Limb Collection	N/A	N/A	1 x / Month (Feb. – September) 2 x / Month (October – January)		
	*White and Brown Good Collection	N/A	N/A	1 x / Month		
<b>*Applies to Single Family Residential Only (667 Units)</b>					<b>Total:</b>	<b>\$</b>
			<b>*Bid alternate</b>	Leaf and Limb Collection  2 x / month (Year Round)	<b>\$</b>  <b>(Monthly Cost)</b>	



					<b>Total with Bid Alternate</b>	\$
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## COST PROPOSAL FOR COLLECTION PLAN (2 of 2)

	Waste Stream	Dumpster	# of dumpsters	Service Frequency	(Monthly Cost)	Total Annual Costs**
<b>Commercial</b>	MSW	(20) 4 Yard (42) 6 Yard (49) 8 Yard -1 Compactor Pull (Walmart) (Compactor Privately Owned)		<b>2 x / Week</b> (Monday, W, Friday)		
	MSW	(25) 95 Gallon Roll-outs		<b>2 x / Week</b> (Monday, W, Friday)		
	MSW	(13) 95 Gallon Roll-outs (Town Lift Stations)		1 x / Monthly		
	Recycling	(11) 6 Yard (3) 8 Yard		1 x / Week		
	Recycling	(5) 95 Gallon Roll-outs		1 x / Week		
	Recycling	(3) 6 Yard (1) 8 Yard		2 x / Week		
<b>Residential</b> (Includes Public Housing Authority)  Single Family Residential: 667 +249 Public Housing Units.  Total (916)	MSW	95-gallon container (roll-out)	N/A	2 x / Week (Monday, Thursday)		
	Recycling	14-gallon container	N/A	1 x / Week (Wednesday)		
	*Leaf and Limb Collection	N/A	N/A	1 x / Month (Feb. – September) 2 x / Month (October – January)		
	*White and Brown Good Collection	N/A	N/A	1 x / Month		
<b>*Applies to Single Family Residential Only (667 Units)</b>					<b>Total:</b>	<b>\$</b>
			<b>*Bid alternate</b>	Leaf and Limb Collection  2 x / month	<b>\$</b>  <b>(Monthly Cost)</b>	



				(Year Round)		
					<b>Total with Bid Alternate</b>	<b>\$</b>



Vendor: \_\_\_\_\_

### 30YD COMMINGLED RECYCLING CONTAINER – MAIN STREET

All plans include a public 30-yard commingled recycling container. Services will be call-ins, not regularly scheduled:

Provide Monthly Rental Cost\* \$ \_\_\_\_\_

Provide cost per pick up\* \$ \_\_\_\_\_

### ATTACHMENT B: INSTRUCTIONS TO VENDORS

---

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The Town reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or in any contract arising from it, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications in Sections 4, 5 and 6 of this RFP; (3) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; and (4) Vendor's Proposal.
6. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** It is the policy of the Town of Pembroke to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs.
8. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. In order to draw attention to that information so it can be reviewed and, when appropriate, removed, the Vendor should mark, or otherwise indicate, the presence of the confidential trade secret information with as much specificity as possible. For example, identifying pages containing trade secret information in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor is an effective method. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may mark, indicate or label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material



is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

9. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
10. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. All Vendors are forbidden from having any communications with the using or issuing agency during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the Town directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
11. **WITHDRAWAL OF PROPOSAL:** a Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Town.
12. **INFORMAL COMMENTS:** The Town shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the Town during the competitive process or after award. The Town is bound only by information provided in this RFP and in formal Addenda issued.
13. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the Town will not reimburse any Vendor for any costs incurred prior to award.
14. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
15. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describes what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, etc. for each proposed subcontractor that is required to be provided for Vendor itself.
16. **INSPECTION AT VENDOR'S SITE:** The Town reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the Town determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.



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## ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

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Name of Vendor: \_\_\_\_\_

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Vendor is in sound financial condition and received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: \_\_\_\_\_

- ☐ The Vendor has no outstanding liabilities to the Internal Revenue Service or other government entities.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past litigation or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

**If any one or more of the foregoing boxes is NOT checked, explain the reason in the space below:**

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

**[This Certification must be signed by an individual authorized to speak for the Vendor]**