



ADDENDUM #1

February 2, 2024

TO: ALL POTENTIAL SUBMITTERS
FROM: RON VENTURELLA, BUNCOMBE COUNTY PROCUREMENT MANAGER
SUBJECT: ADDENDUM #1 FOR RFP RESIDENTIAL SOLID WASTE COLLECTION

The following changes, revisions, additions, and/or clarifications to the plans and/or specifications are hereby made a part of the original documents.

Addendum # 1

The following questions were asked by potential bidders (listed in no particular order):

Please provide the most recent monthly missed service report from the current contractor.

- See attached document titled Missed Service Report.

Page #13, Section 3.5.3 Basic Service – please define the “roadside” location.

- Refer to section 8.1

Please provide a copy of the current franchise agreement

- See attached document titled Current Franchise Contract.

What is the current recycling rejection percentage?

- Currently, MRF is not experiencing any downgrade or rejections of recycling material brought by the incumbent hauler due to quality.

Section 8.2 discusses rebates – can you please provide the specifics of this program?

- See attached document titled Hauler Rebate.

Is there any Minority goal established for this contract?

- There are no minority goals specific to this contract, but the County does recognize and follow North Carolina Statutes minority business participation goals as stated in General Statutes 143-128.2 and 143.131.

Would the County consider accepting a project-specific endorsement for insurance, in place of the \$10,000,000 General Liability Aggregate requirement? The proposed endorsement would cover all operations performed by the contractor with a dedicated limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. It is emphasized that the coverage should not contain any endorsement(s) excluding nor limiting Product/Completed Operations or Contractual Liability. This consideration takes into account that Commercial General Liability Coverage typically addresses claims of property damage (non-automobile related), bodily injury, libel, slander. Given that the primary exposure for this Waste Hauling contract is Auto Liability (Bodily Injury and Physical Damage), the contractor already maintains a \$1,000,000 combined single limit per occurrence with no aggregate limit on the auto. Additionally, the contractor holds an excess liability policy of \$5,000,000 per occurrence and \$5,000,000 aggregate that follows form over the General Liability and Auto policies.

- Yes, the County should consider accepting a project-specific endorsement for insurance. A bidder should make a pitch. We can review. If acceptable, OK. If not, then the bidder goes with the requirements as specified in the RFP.

Page #23, Section 11.1 Rate changes – “may” instead of “shall” for disposal tipping fees. The County sets the tipping fees. Does this go to the council to vote on?

- The intent is not to have to take the subscriber fee increase to the Board of Commissioners for approval.

Page #23, Section 11.2 CPI – does not take effect until two years after contract initiation. This rate may inflate your initial costs to cover not receiving an annual increase. Later also uses the term “may” instead of “shall.” will this go to the council to vote on? In the past, the current contractor has been denied annual rate increases due to council votes. What about “processing fees” for recycling? When this last went up \$1.00 for processing, the contractor was only approved to recover .39¢ of the dollar amount.

- The intent is not to have to take the subscriber fee increase to the Board of Commissioners for approval. The new CPI is based on the subcategory, Garbage and Trash Collection. Based on a review of [CPI entry level information](#), the BLS states that it includes "privately operated firms and local governments that provide this service. Trash collection that is billed with property taxes or included in the water and sewer bill but listed separately is eligible." Prior to January 1, 2027, the contractor cannot increase their per month subscriber fee. After that date, and on all subsequent January 1st's within the contract term, the contractor may increase their subscriber fee based on the CPI described without approval from the Board of Commissioners. However, the contractor must notify the County of the proposed change in subscriber fee based on CPI

two months prior to implementation. That means, The month ending September 30th CPI will be released around mid-October. If that increase is sought by the contractor, then they must notify the county of the increase by November 1st for the rate to increase effective January 1st.

Page #26, Section 13.4.9 (6): A percentage of fleet vehicles primarily use alternative fuels. How many CNG fueling stations are in Buncombe County?

1. Asheville CNG Station – 45 McCormick Pl., Asheville, NC 28801
2. CNG Filling Station Dominion Energy – 15 overland Industrial Blvd., Asheville NC 28806
3. Altech-Eco Inc. – 101 Fair Oaks Rd., Arden, NC 28704
4. Cornerstone Energy Fuels – 1 Dula Springs Rd., Weaverille, NC 28787
5. Citgo – 479 Weaverville Rd., Asheville, NC 28804

Proposers responsible to evaluate fuel sourcing/availability in area to ensure alignment with proposed fleet needs..

Can the County please provide details and a sample of the current Public Education Awareness Program that is in place by the incumbent?

- See attached document titled Service Days Map. High level strategies include website utilization with customer calling/texting.

Can the County please provide the number of routes that are run per day per material stream? (garbage, recycle, yard waste)

- N/A. It is proposer responsibility to assess routing/equipment/operational needs to adequately perform services.

Can the County please provide the number and type of specialty trucks used by haulers for difficult areas to service?

- There are approximately 12 specialty trucks being operated including pickup trucks , box trucks and small side loaders. It is proposer responsibility to assess equipment/operational needs to adequately perform services.

Can we please get a current can count?

- There are approximately 75,000 carts in the field.

Can the County please provide how bulky waste is currently collected?

- Bulky waste is picked up by offroad pickup trucks, box trucks and rearloaders.

Can the County please provide the number of small businesses that could potentially opt in for services under this agreement?

- N/A

Can the County please provide the current collection maps by day for each material?

- See attached document titled *Service Days Map*.

Reference cost page Bulky waste – can you provide how current program is implemented and rate?

- Please refer to the existing contract.

Page #11, 3.1.4 – Tipping Fees are subject to change. Is this annually? Page #23, Section 11.1 refers to the contractor's "may" petition but not "shall," so there is no guarantee of tipping fee increase recovery. ??

- There is currently no defined interval for tipping fee increases. Per section 11.1., the County will not withhold such approval unreasonably. The County will require supporting documentation from the contractor as to the impact that the increased tipping fees will have on the disposal cost portion of subscriber fees.

Page #14, Section 3.5.16 Low-Income Program – What is the process to validate a resident for this program? How frequently is this reviewed? Annually?

- According to Sec. 4.1. Bids should also include a description of how premium service will be provided to disabled households and how such a program will be managed. Contractors have the option to propose a discount program for low-income households.

Would the County consider amending Sec. 10.1.3 as collection is required to end by 7pm vs 8pm and many providers route their collections to be completed prior to 4pm to allow for proper employee rest as well as the preventative maintenance on the collection trucks. Industry standard is if a missed collection is reported by noon on a collection day, it must be collected on that day. If reported at 12:01pm or later, collection shall be made on the following collection day.

- The RFP states that any missed reports before 4:00 p.m. must still be picked up on the same business day or it will be a valid miss. If after 4:00 p.m. the contractor will have until the end of the next business day or it will be a valid miss. Also, Section 10.1.3 should state collection by 7 p.m. on the same day to align with allowable operating hours, not 8 p.m.

Currently, over 2,000 residents are noted as receiving free "premium" service billed as "basic. " Under the new contract, will these be converted and billed at "premium rates"?

- Refer to spreadsheet provided at time of RFP issuance for list of premium service accounts. No conversion of existing basic service accounts. It is the responsibility of the contractor to follow all existing collection points as basic with premium service being an increased charge with pickup adjacent to the house/garage.

Can the County please provide the number of units that have subscribed for solid waste services for each of the past 3 years?

- These numbers may vary from month-to-month seasonally.

- January 2024 ~36,300
- January 2023 ~34,900
- January 2022 ~33,660

Can the County please provide the processing fee per ton for materials at the Curbside Management Inc. MRF?

- Pricing for month of January: -\$27.50/ton for residential
- Processing fees and costs are subject to change monthly and are likely to change prior to contract start and throughout the duration of the contract. Refer to section 9.2. Please contact local MRF's for direct information regarding pricing.

Does the County anticipate any change in the tipping fees prior to the commencement date of 1/1/2025?

- No changes in tipping fees are expected prior to the start of the contract.

Will the County consider any increases in disposal cost as a pass through to mitigate risk for the Proposer?

- Refer to section 11. Compensation Adjustment of RFP document.

Can the County please provide the number and amount of administrative fines/liquidated damages assessed for each material collection for each of the past 2 years?

- One (1) penalty was assessed in 2022 in the amount of \$14,500 and zero (0) penalties were assessed in 2023.

Could the County please provide the last 6 months of invoices paid to the actual incumbent?

- The County does not pay the contractor for services within this contract as the contractor bills subscribers for services.

Can the County please clarify what permits and licenses would be required in order to lawfully provide collection services to the County?

- The contractor must follow all necessary federal and state permitting and licenses to operate. No specific license or permits required directly from County outside of executed franchise agreement/contract.

Will the Contractor need to replace all carts for this agreement, or can the existing carts be utilized? The incumbent hauler owns the existing roll carts.

- Existing roll carts and bear carts are owned by the incumbent hauler (except for customer-purchased bear carts). It is the proposer's responsibility to develop a plan for transition of services and cart management.

Can the County please clarify if the selected Proposer will need to replace all Bear-Proof Containers that are currently being rented?

- Existing bear resistant carts are owned by the incumbent hauler (except for customer-purchased bear carts). It is the proposer's responsibility to develop a plan for transition of services and cart management if non-customer-owned Bear-Proof carts need to be replaced.

Section 6.2 – Can the County please provide examples or further detail as to what would be expected from the selected Proposer in terms of social media use?

- Proposed customer service programs and outreach will be evaluated as scoring criteria. The goal is to have a high level of customer service and outreach. Social media presence would be an anticipated part of the customer service plan to communicate with customers. It is the responsibility of the proposer to describe how they will use such platforms.

Section 8.5 states that disposal of “other large items” is banned by law from North Carolina landfills. Does this pertain to bulky items? If so, where are bulky items currently taken for disposal?

- Standard bulky items are generally accepted at the BC transfer station and landfill. There are also vendors in the area that are able to recycle certain materials such as whitegoods, scrap metal, wooden pallets, etc. North Carolina bans the following in landfills:
 - used oil
 - yard trash
 - white goods
 - antifreeze
 - aluminum cans
 - scrap tires
 - lead-acid batteries
 - motor vehicle oil filters
 - plastic bottles
 - wooden pallets
 - oyster shells
 - computer equipment and televisions
 - beverage containers from ABC permit-holders

Section 9.1.1 states that the contractor shall collect all recyclable items placed at the designated pickup spot in a *roll off container* on the service day at each location. Should this read as a roll cart instead of roll off container? If it is meant to be a roll off container, can the County please provide the locations, quantity, size, and frequency of collection for all roll off containers under this agreement?

- Section 9.1.1 in the RFP should state “roll cart” as in standard recycling roll cart and not “roll off container.”

Item 9.1.1. of the RFP. Can the County please clarify if the Contractor will have to collect any roll off container?

- Section 9.1.1 in the RFP should state “roll cart” as in standard recycling roll cart and not “roll off container.” Basic service under this contract is roll cart collection. There is no requirement or scope requiring that roll off containers be used by the contractor.

Can the County please confirm if the proposer will retain the ownership of all carts/containers at the end of the contract?

- Yes, the hauler will provide and maintain ownership of all carts other than subscriber purchased bear carts. It is the proposer’s responsibility to develop a plan for transition of services and cart management.

In the event a contractor owned regular cart for MSW, regular cart for recycle, bear proof cart for MSW, or bear proof cart for recycle are damaged by the subscribing resident requiring a replacement cart, who is responsible for the cost of the replacement cart? Will the contractor bill the cost of the replacement cart directly to the subscribing resident or will the contractor bill the county for the cost of the replacement cart?

- The contractor shall be responsible for cart management and all replacement/repairs with subscribers.

Roll Cart: plastic receptacle for the storage of either garbage or recyclables material with wheels and lids with a capacity of no more than 96 gallons. Is there a requirement to provide multiple size carts?

- No, but currently there are also 64 and 48 gallons deployed in the field. Overwhelmingly, the cart sizes are 96 gallons.

Section 9.3.1 – Can the County please clarify this section? Does this mean rejection of 5% of the total loads brought to the post collection facility or any load exceeding 5% of contamination within each load?

- 5% of the total loads that were brought to post collection facility (Material Recovery Facility). The goal is to maximize reduction of contamination within the recycling stream, so a robust education and outreach plan is critical.

Section 10.1.3 states that if a miss is identified between 7 am and 4 pm on any collection day, the contractor shall provide collection by 8 pm on the same day. However, in section 5.2.2 it states that collection will only be conducted between 7 am and 7 pm. Can the County please clarify this?

- Section 10.1.3 should state collection by 7 p.m. on the same day to align with allowable operating hours, not 8 p.m.

Can the County please provide the document “Current Subscriber Addresses” in excel format?

- A PDF of the current subscriber list was provided with the release of RFP. It is the responsibility of proposers to modify this format to their desired need.

Can the County please provide the total list of the 54,000 addresses for residents who could opt into this agreement?

- See attached document titled Non-Municipal Addresses.

Reference cost page premium service – How many currently are premium service and rate?

- See attached document titled Premium Service. The current contract pricing is an additional \$25 from basic to premium service for subscribers per month.

Page #13, Section 3.5.4 Premium Service – talk about how many of these exist and that there is currently no limitation to distance from the road to the house to collect the carts.

- See attached document titled Premium Service. No limitation to distance

How many residents are currently approved to receive disability service?

- See attached document titled Backdoor No Premium.

Please provide a full address listing of participating residence in excel to include type of service (Basic\Premium\Disabled\Low-Income) and type of collection (MSW\Recycle).

- See list provided at time of RFP issuance. Regular MSW and recycling collection to be provided to backdoor and premium service accounts also.

Backdoor – definition. Is this considered from the side and visible from the end of the roadway?

- No defined limitation to distance or visibility

Can the County please confirm that there is no franchise fee associated with this agreement?

- Currently, there are no franchise fees associated with the agreement and no anticipation of implementing franchise fees before start of contract.

Could the County please provide tonnage reports (or disposal tickets), by day and by truck identification or load identification for the years 2022 and 2023 for each waste stream collected (residential solid waste and recycling)?

- Approximate numbers:
 - 2022 total MSW residential tonnage annually: 28,456 tons
 - 2023 total MSW residential tonnage annually: 33,463 tons
 - 2022 Average monthly residential recycling volume: 455 tons
 - 2023 Average monthly residential recycling volume: 482 tons

Item 2.5 of the RFP. Can the County please clarify the 5% payment bond in case of assignment?

- If a subcontractor is to be used during the scope of the contract, a 5% payment bond must be verified.

Page#11, Section 3.2.2 The cardboard outside the cart must be collected, which is in the current contract. Does the County plan to amend this to cart contents only, and how would you enforce it if so?

- The County does not anticipate amending this. Existing guidance to subscribers on cardboard collection:
 1. Must be flattened.
 2. No pizza boxes!
 3. Bundles should not exceed 3'x3'.
 4. No more than two (2) bundles per home.

Item 8.4.2. How will the County economically compensate the Contractor in case the disposal site is changed?

- This would need to be evaluated with the hauler to identify cost/programmatic impacts.

Given how punitive the penalties can be, is the County willing to remove the misses that are collected within the time frame provided in 10.1.3 from the definition of “valid misses”?

- The contractor will make every effort not to have any missed services. If a missed service is verified as recovered within the specified timeframe following miss notification, a penalty will not apply. Please refer to section 10.1.10.

Please clarify the penalty for misses Sec. 12. Is it \$200 per missed collection for 1 to 10 valid misses during a calendar month or is the total fee \$200 for between 1-10 valid misses in one calendar month?

- \$200 per missed collection during calendar month.

In order to provide a better price to the residential customers, is the County willing to change the first rate adjustment from 1/1/2027 to 1/1/2026?

- No. Customer price increases will not be considered for the first 2 years of the contract per section 11.2.

Can the County please provide the “hard to reach areas” in a map?

- We do not have a map available to depict all of these areas. These areas are intermittent throughout the service area. It is the responsibility of proposers to thoroughly evaluate the service area and terrain to understand the needed operations/equipment/staffing to effectively service the area.

Due to the extensive amount of information that the Technical Proposal portion of the submittal requires, would the County extend the number of pages allowed to 50 single-spaced pages?

- Yes, as long as we have access to the file through online file-sharing (like Drop Box) by the deadline.

Can the County please clarify how often residents are invoiced for services? Is it on a monthly or quarterly basis, or is there another specific section of time?

- The current hauler currently invoices subscribers on a quarterly basis, however there is no specified invoice schedule specified in the RFP.

To receive Disability Service the customer must have a Doctors note. Who verifies the approval process, the contractor, or the county?

- The contractor.

If a low-income program is offered would the county assist in facilitating?

- Yes, the County can provide some assistance with guidance on the program. The contractor will administer and provide services to qualifying subscribers/participants.

Reference cost page low-income rate – Do you currently provide this if so, how many in program and what rate? No current low-income rate program.

- No, this program is listed as optional in the RFP and the contractor has the opportunity to include this in the proposal.

Will the county be willing to negotiate a minimum monthly payment with the selected contractor? If subscribership drops well below the current level of 35,000 homes at the beginning of the new contract, this minimum monthly payment from the county provides protection for the new contractor who would be making a considerable financial investment in the county by providing new carts for all subscribed residents and completing weekly collections with new trucks.

- No, total subscribership can vary from time to time but overall, it has been on the increase over the term of the current contract.

Please provide the quantity of homes lost to the current contractor during the current contract do to municipal annexations.

- No homes were lost to municipal annexations during the current contract term.

At what point is the contractor able to suspend collection services for residents who have not completed payment to the contractor for their monthly service invoice?

- The contractor is responsible for customer invoicing, delinquency, subscriber management and engagement.

Since the contractor manages the billing to subscribing residents, is there any restrictions on the way customers are invoiced? For example, can the contract bill quarterly in advance of the service period or monthly in advance of the service period? Will the subcontractor be subject to billing in areas of service completion?

- The contractor is to be responsible for the means and methods of invoicing and any subcontractor(s). Subcontractor work shall comply with franchise terms.

Are collection vehicles expected to be brand new or is there an age restriction on the equipment within the 7-year term?

- See relevant vehicle requirements in the RFP, Sec. 6.3, 6.7, 13.4.8, and 13.4.9.

Page #9, Section 2.9 Performance Bond – gives the impression that the amount could change; please clarify the dollar amount or percentage for Performance Bond.

- The minimum performance bond amount is to be \$1,000,000 for duration of contract.

Page #14, Section 3.5.22 “Small Business”: is this in a 95-gallon cart or another collection method?

- Cart collection.

Page #15, Section 4.2.1 no bags outside cart – there is consistent material outside the cart – how does the County plan to enforce this? Also, the amount of cardboard outside the cart, the customer should cut the cardboard and place it in the cart or pay for a 2nd recycling cart.

- The contractor is responsible for subscriber engagement/education as to collection criteria. The contractor will notify County if solid waste code enforcement issues arise with illegal dumping, and the County will investigate/enforce as necessary. Please review Sec. 5.3. potential strategies for excess holiday waste.

Page #15, Section 4.2.4 Bulky Waste Collection – confirm this is billed to the customer.

- Yes, it is billed to the subscriber.

Page #16, Section 5.3 Excess Holiday Waste – please specify the amount collected at each resident during the “holiday” season. For some homes, has exceeded the amount of an additional 95-gallon cart.

- The contractor shall supply information regarding its excess holiday waste strategy.

Page #18, Section 8.1 Location of Materials for Collection – Roadside paved, graveled, or town traveled, NCDOT, or private roadways (including alleys). Does the county plan to limit how far and what road conditions are required to collect some remote addresses?

- No defined limitation.

Please outline how future disposal increases are calculated.

- Please refer to section 11.1 in the RFP.

Page #19, Section 18.2 - Rebates for disposal no longer include residential, only commercial. This has generated over \$100K annually in cost reductions that are now removed from the contract.

- Please refer to 3.1.4 for current tipping fee rate information.

Page #20, Section 9.2.1 If the current recycling facility were to close, how does the County plan to manage the recycling program? If the processing center changes location, please clarify how the rate increase format would be calculated to take the material to another recycling facility for processing. This also ties into the CPI language on page #23, Section 11.2

- This would be evaluated with hauler to identify cost/programmatic impacts.

Page #23, Section 12 Penalties – the fee structure is disconnected from the amount of actual services performed. Between MSW & REC we collect 2,831,400 units or roughly 236K monthly collections. To have 1-10 misses, \$200 per valid miss is 0.004%, which $10 \times 200 = \$2,000$ – current monthly rate \$23.66 x 10 customers = \$236.66 for the month, the contractor would be upside down by \$1,763.34 for the month with 10 misses. This section is hefty on penalties.

- Penalties are punitive and intended for performance accountability.

Page #30, Section Evaluation Matrix – For example, could the first item be 2 x 4 for a total of 8 points? Is this how the calculation would work? What is the maximum highest score available (35)?

- The total points would be 140. The score weight is multiplied by the initial score.

Bad debt – is the contractor's responsibility. Will the county assist in enforcing “stopped service” on delinquent residents’ accounts until the account is paid to date and the next scheduled service day?

- The contractor is responsible for subscriber billing and engagement.

The Buncombe County area's labor situation has proven difficult to find qualified people. Over the years, as a result, teams from other locations are brought in to meet the contract requirements. Resulting in costs for “premium payroll, housing, and meals, etc.” Will the County consider this for extraordinary costs and allow for rate changes

- No, the contractor is to consider market conditions and plan accordingly to apply appropriate resources to adequately deliver quality and dependable services.

END OF ADDENDUM #1
RFP RESIDENTIAL SOLID WASTE COLLECTION