ADDENDUM 1
FOR
SOLID WASTE TEMPORARY PERSONNEL SERVICES

TOWN OF CHAPEL HILL, NORTH CAROLINA

RFP: P27-10

TO: All Prospective Companies

FROM: Lenore Bishop, Purchasing & Contracts Manager

SUBJECT: Addendum # 1

DATE: October 20, 2026

This Addendum is being issued to provide additional information and answer the questions received from prospective Companies regarding the above-referenced Request for Proposals. All other terms and conditions remain unchanged.

Modifications:

1. Section 4.1 Proposal Components.
   The page limit for proposals has been updated. Proposals shall be no more than 12 pages including all required forms.

2. Section Four, Form 1.
   The Company's proposal shall be valid for a period of at least 90 days from date of submission.

3. Section Four, The Pricing Form. (page 11 of this Addendum)
   The Form has been renumbered from Form 5 to Form 6.
   The Form has been updated to include price rates for each year of the potential five-year contract term. Potential price increases are addressed.

Questions:
Listed below are the questions received and our responses:

1. **Can you please tell me if temps are allowed to 'ride the back of the truck' - even if going a short distance? (standing outside on the edges of the truck instead of riding inside or walking)**

   A. Yes, temporary personnel will be expected to ride on the step at the back of the refuse truck between collection stops.

2. **Anticipated staffing demand: Can the Town provide historical or estimated average and peak numbers of temporary Solid Waste Collectors requested per day or week, along with typical days of service and seasonal fluctuations?**

   A. Staffing needs vary throughout the year and there is no established average demand. Typically, 1-3 workers are requested per day, but there have been a few times when up to nine workers have been requested. There are also days and weeks when no requests for workers have been made. Requests are most frequently associated with employee vacancies, absences, leave, or operational needs and are not driven by a predictable seasonal pattern.

3. **Same-day requests: Section Three, 4.A.a describes requests as early as 5:15 a.m. for a 6:00 a.m. start. Is this 45-minute response expectation mandatory for every staffing request, or may providers propose a defined response time or advance scheduling arrangement? How will this factor into evaluation?**

   A. The Town's preference is that staffing requests be fulfilled within the response timeframe identified in the RFP, including same-day requests. The Town will consider a respondent's ability to meet these response expectations as part of its evaluation of proposals.

4. **Minimum hours and cancellations: Given the stated two- to twelve-hour shift range, does the Town guarantee a minimum number of billable hours per worker dispatched? What notice or payment provisions apply if a shift is canceled or shortened after a worker is assigned or reports?**

   A. The Town will guarantee a minimum of two (2) hours of compensation for any temporary worker who reports to work as requested, even if the assignment is subsequently canceled or shortened. No minimum advance notice for cancellations can be guaranteed.

5. **Background screening responsibilities: Section Three, 4.B.c requires providers to conduct criminal background checks, while Sections 6 and 7 state that the Town provides forms, conducts background checks, and determines eligibility. Please clarify which checks are performed and paid for by the provider versus the Town, and the expected turnaround time for Town eligibility clearance.**

   A. The service provider shall be responsible for conducting criminal background checks and any other pre-employment screening of its employees at its own expense. The Town will conduct an additional background check at the Town's expense to determine eligibility for assignment. The Town's review process typically requires 3-4 business days after receipt of a completed background authorization form.

6. **Is the staffing provider responsible for purchasing and replacing all required ASTM/ANSI-compliant PPE, and are any Town-specific safety orientations or certifications required before the first assignment?**

   A. The service provider is expected to purchase and replace all required PPE. The Town will conduct its own training upon the workers arrival at the Town. No additional Town-specific certifications are required prior to the first assignment.

7. **References: Form 4 requests three current clients. Will the Town accept references from contracts performed by proposed key personnel while employed by another organization, or relevant prior professional experience, where a newer firm does not yet have three current corporate clients?**

   A. References should be provided from organizations for which the proposing firm has directly performed services within the past five (5) years. References based solely on the experience of individual personnel while employed by another organization will not satisfy this requirement.

8. **If multiple contracts are awarded, how will individual staffing requests be allocated among providers, and will the Town consider a provider able to commit to a smaller number of qualified workers rather than the full anticipated demand?**

   A. If multiple contracts are awarded, staffing requests will be allocated based on the Town's operational needs and each service provider's demonstrated ability to meet staffing requests.

9. **Should hourly rates be fully burdened to include screening, payroll, insurance, PPE, training, and all other costs, or is there a prescribed pricing format or separate reimbursable expense category?**

   A. The hourly rate submitted should represent the total hourly amount charged to the Town for each worker.

10. **What is the budget/yearly spend for this contract?**

    A. The Town has not established a guaranteed contract value or annual expenditure for these services. Actual expenditures will depend on operational staffing needs throughout the contract term.

11. **Is this a new contract? If not, who are the incumbents?**

    A. The Town's current service provider is Labor Works Source of Durham.

12. **Would you be able to provide pricing from the incumbents? If not, where could we find this information?**

    A. The rate charged to the Town for this service from our current provider is $24.25 per hour per worker.

13. **Pricing Form 5: The form states that the hourly rate should exclude insurance and benefit pay. Since Zip Staff directly employs its temporary personnel as W-2 employees and assumes responsibility for workers' compensation, payroll taxes, unemployment insurance, and other employer obligations, should these costs be included in our hourly bill rate or listed separately under Other Fees?**

    A. The hourly rate should reflect the full hourly amount charged to the Town for each worker, including all costs necessary to provide the employee. Any additional fees that may be charged separately to the Town should be clearly identified on the Pricing Form.

14. **Pricing Evaluation: Will the Town evaluate the total hourly cost, including any separately listed fees, when comparing proposals?**

    A. Cost competitiveness is an evaluation criterion as listed in Section Six – Evaluation of Proposals.

15. **Is there a prospective bidder, plan-holders, or interested vendors list available for this solicitation? If so, could you please provide a copy or direct me to where it can be accessed?**

    A. A list is not available.

16. **Could you please clarify if we should include a separate document on our company letterhead outlining our services, or if we only need to complete and submit the required documents listed in the RFP?**

    A. Page 13 on the RFP outlines the required proposal contents, including a cover letter stating intentions of the proposal and why your company should be considered for contract award.

17. **Section Five requests the proposer's relevant experience and three similar client engagements. May a prime contractor propose a staffing subcontractor that employs and supplies the assigned personnel? If so, which experience, references, insurance, and employer responsibilities must be demonstrated by the prime itself, and which may be demonstrated through the proposed subcontractor? Please also reconcile Form 4's request for three current clients with Section Five's allowance for similar engagements within the last five years.**

    A. The prime contractor shall directly employ and supply the assigned personnel. References should be provided from organizations for which the proposing firm has directly performed services within the past five (5) years.

18. **Recognizing that placements are as needed and multiple awards are possible, please provide available historical utilization for the last 12–24 months, including total worker-hours, typical and peak daily headcount, seasonal demand, and overtime usage. How will staffing requests be allocated among awarded providers, and is a planning estimate or contract spending ceiling available?**

    A. Staffing needs vary throughout the year and there is no established average demand. Typically, 1-3 workers are requested per day, but there have been a few times when up to nine workers have been requested. There are also days and weeks when no requests for workers have been made. Requests are most frequently associated with employee vacancies, absences, leave, or operational needs and are not driven by a predictable seasonal pattern.

    If multiple contracts are awarded, staffing requests will be allocated based on the Town's operational needs and each service provider's demonstrated ability to meet staffing requests. There is not a planning estimate or contract spending ceiling available.

19. **The RFP describes historical requests at 5:15 a.m. for a 6:00 a.m. arrival. Is this a mandatory response standard or an example of past practice? Please identify the required coverage days, reporting location, request/acceptance process, and the standard for replacing an unsuitable or unavailable worker. Will response and replacement timeframes be agreed with each provider before award?**

    A. The Town's preference is that staffing requests be fulfilled within the response timeframe identified in the RFP, including same-day requests. The Town will consider a respondent's ability to meet these response expectations as part of its evaluation of proposals.

    Typical workdays for temporary workers will be Mondays, Tuesdays, Thursdays, and Fridays. Holidays, special events, and storm events may have an impact on the days that workers are requested. The anticipated weekly hours will fluctuate based on need. Shift length will vary and can range from 2-12 hours. Most shifts will last 6-8 hours. The Town will guarantee a minimum of two hours of compensation for any temporary worker who reports to work as requested, even if the assignment is subsequently canceled or shortened. No minimum advance notice for cancellations can be guaranteed.

    The reporting location is the Town's Public Works Department located at 6850 Millhouse Road, Chapel Hill, NC 27516.

    The Town reserves the right to immediately remove any worker deemed unsuitable for assignment and will notify the service provider accordingly. The Town will honor the minimum two hours of compensation for the worker's reporting time. The Town expects that the removed worker will not be reassigned to future Town work and that a replacement worker will be provided upon the Town's next staffing request. While a same-day replacement would be preferred, it is not required.

20. **The Pricing Form states that the hourly rate billed to the Town should exclude insurance and benefit pay. Please clarify what the hourly-rate line must include and where required insurance, benefits, payroll taxes, workers' compensation, and provider markup should be shown. Should these be itemized under Other Fees, and how will the Town calculate the total evaluated hourly price?**

    A. The hourly rate should reflect the full hourly amount charged to the Town for each worker, including all costs necessary to provide the employee. Any additional fees that may be charged separately to the Town should be clearly identified on the Pricing Form. The Town is evaluating the rates charged to the Town.

21. **May providers propose separate overtime, holiday, minimum-shift, cancellation, or reporting-pay charges under Other Fees? Please identify the Town's overtime authorization process, applicable holiday schedule, and billing treatment when an accepted assignment is cancelled, shortened, or interrupted by weather. Are Town-required orientation or on-the-job training hours billable?**

    A. The provider should list all rates that will be charged to the Town for the workers they provide. If there are different rates for overtime, holidays, or other situations, please provide those rates and parameters when the Town will be charged the rates. If the provider has guidelines or processes for determining overtime thresholds and approval, please provide those details in the proposal.

The Town will guarantee a minimum of two hours of compensation for any temporary worker who reports to work as requested, even if the assignment is subsequently canceled or shortened. No minimum advance notice for cancellations can be guaranteed. The Town expects to be billed for the hours the employee is directly working with the Town, including hours when the worker is being trained by Town staff.

Town holiday schedule for solid waste services is available on the Town's website: https://www.chapelhillnc.gov/trash.

22. Please clarify whether the workers' compensation provision requires statutory workers' compensation coverage in addition to the stated employers' liability limits. For collector-only assignments using Town vehicles, what Business Automobile coverage or endorsements are required? Does handling the required employee screening and timekeeping information trigger the cyber-liability requirement, and are any supplementary coverages or endorsements required beyond those listed?

A. Yes, the workers' compensation provision requires statuary compensation coverage in addition to the stated employers' liability limits. See attached Town of Chapel Hill minimum insurance coverage requirements for contracts.

No additional automobile coverage or endorsements are required.

Handling the required employee screening and timekeeping information doesn't trigger the cyber-liability requirement.

No other supplementary coverages or endorsements are required beyond those listed.

23. The RFP requires provider criminal-background screening and a separate Town eligibility review before placement. Please provide the Town's clearance criteria, required forms, expected review turnaround, and the process for establishing a pre-cleared pool for same-day requests. Please also clarify the minimum required frequency and responsibility for alcohol screening, since the scope references daily or periodic screening while the proposal instructions request a description of the provider's process.

A. The Town is asking the service provider to detail their screening processes and plan for providing workers. The Town will conduct an additional background check at the Town's expense to determine eligibility for assignment. The Town's review process typically requires 3-4 business days after receipt of a completed background authorization form. The background authorization form is a standard authorization form and will be provided to the selected vendor.

Additionally, the Town is asking the service provider to detail their alcohol and drug screening processes, including their recommended and planned frequency of screening.

24. **Please confirm whether assigned collectors may be required to drive Town vehicles or operate powered equipment, or whether those duties remain with Town personnel. Beyond the listed footwear, vest, and eye protection, what additional PPE, medical clearances, or job-specific qualifications are required? How will the Town communicate site-specific hazards and coordinate incident reporting with the provider?**

    A. Workers will not be expected to drive Town vehicles. They will be expected to operate the packing mechanism of rear-loaders while collecting wastes on rear-loading refuse trucks. They may also operate a pressure washer when helping clean vehicles. The PPE listed in the RFP is expected to be provided by the service provider. No additional PPE, medical clearances, or job-specific qualifications are required beyond those that the service provider directly provides. Workers are expected to be able to physically complete expected tasks safely, and it's expected that the service provider will screen candidates for their ability to meet the physical demands of working as a solid waste collector. Basic training will be provided for the workers by the Town. Worker injuries will be reported to the provider once the Town is aware of the injury. The physical demands and work conditions for the job can be found in the job description for a full-time solid waste collector on the Town's website: https://www.governmentjobs.com/careers/chapelhill/classspecs/newprint/953425

25. **Section 2.1 provides for up to four renewal years under the same terms and conditions, while Sample Contract paragraph 19 states that renewal provisions in exhibits or attachments are void. Please clarify how renewal options will be incorporated into the executed contract and whether any rate adjustment is permitted for renewal years or changes in mandatory labor or insurance costs.**

    A. It is the Town's intention to have this contract in place for one year with the option to renew for four (4) additional, one-year renewals. See Modification # 3, which updates the Pricing Form. The revised Form is attached to this addendum as page 11, and it addresses renewals and rate adjustments. Companies should submit the revised Pricing Form with their proposal.

26. **Section 1.5 binds proposals for 90 calendar days from the proposal due date, while Form 1 requests validity for at least 60 days from submission. Please confirm the controlling validity period and the statement providers should certify.**

    A. See prior noted modification.

27. **Section Five limits the proposal to 10 pages, including required forms, while also permitting resumes to be attached. Are resumes included in that limit? Please also confirm that both documents labeled Form 5, the Non-Collusion Affidavit and the Pricing Form, must be completed and included.**

    A. Resumes and forms are included in the specified page limit. Per Modification # 1, the page limit has been increased to twelve (12) pages. All required forms must be included in the proposal package.

28. How many temporary solid waste collectors does the Town anticipate needing at one time?

A. Typically, 1-3 workers are requested per day, but there have been a few times when up to nine (9) workers have been requested. There are also days and weeks when no requests for workers have been made. Requests are most frequently associated with employee vacancies, absences, leave, or operational needs and are not driven by a predictable seasonal pattern.

29. What are the anticipated weekly hours per worker, and are any minimum hours guaranteed?

B. The anticipated weekly hours will fluctuate based on need. Shift length will vary and can range from 2-12 hours. Most shifts will last 6-8 hours. The Town will guarantee a minimum of two (2) hours of compensation for any temporary worker who reports to work as requested, even if the assignment is subsequently canceled or shortened. No minimum advance notice for cancellations can be guaranteed.

Town of Chapel Hill - Minimum Insurance Coverage Requirements for Contracts

COVERAGE TYPES	SMALL SERVICE CONTRACTS Note: With or Without Non-Appropriation Clause LIMITS	BLANKET CONTRACT LIMITS	SMALL SERVICE CONTRACT (PCI CLAUSE) LIMITS	CONTRACT BETWEEN OWNER AND CONTRACTOR (Note: With or Without Performance and Payment Bonds) LIMITS
General Liability Products/Completed Operations, Explosion, Collapse & Underground	$1,000,000* per occurrence $2,000,000 aggregate $2,000,000 Products/Completed Operations Aggregate	$1,000,000* per occurrence $2,000,000 aggregate $2,000,000 Products/Completed Operations Aggregate	$1,000,000/$2,000,000 $2,000,000 Products / Completed Operations Aggregate	$1,000,000/$2,000,000 $2,000,000 Products/Completed Operations Aggregate
Automobile Liability Owned/non-owed, and hired motor vehicle	$1,000,000 Per occurrence	$1,000,000	$1,000,000	$1,000,000
****Workers' Compensation** The contractor shall provide and maintain, during the life of the contract, workers' compensation insurance as required by law, as well as employer's liability coverage as noted below. ****Employer's Liability**	Statutory Limits $1,000,000 per accident $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury by disease policy limit.	Statutory Limits $1,000,000 per accident $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury by disease policy limit.	Statutory Limits $1,000,000 per accident $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury by disease policy limit.	Statutory limits $1,000,000 per accident $1,000,000 bodily injury by disease each employee and $1,000,000 bodily injury by disease policy limit.
Umbrella/Excess Liability	$1,000,000	$1,000,000	$2,000,000+	TBD (between $5,000,000 – $9,000,000)
Professional Liability *may* be required on a risk profile depending on nature of services provided by contract. Coverage required for professional service such as accountant, attorney, architect, design, engineering, health care and most consultants.	$1,000,000 per occurrence $2,000,000 aggregate	$1,000,000 per occurrence $2,000,000 aggregate	$1,000,000 per occurrence $2,000,000 aggregate	$1,000,000 per occurrence $2,000,000 aggregate

Town of Chapel Hill - Minimum Insurance Coverage Requirements for Contracts

Sexual Misconduct (Sexual Abuse/Molestation) ***may*** be required for contractors working directly one-on-one with children and elderly or in overnight sheltering capacities.	$1,000,000 per occurrence $2,000,000 aggregate	$1,000,000 per occurrence $2,000,000 aggregate	$1,000,000 per occurrence $2,000,000 aggregate	TBD
Cyber Liability ***may*** be required for Contractors having access to personal identifying information, and/or computer networks.	$1,000,000 per occurrence $2,000,000 aggregate	$1,000,000 per occurrence $2,000,000 aggregate	$2,000,000 per occurrence $5,000,000 aggregate	$1,000,000 per occurrence $2,000,000 aggregate
Environmental/Pollution Liability required **if** demolition, use of hazardous material or environmentally sensitive	N/A	N/A	N/A	$1,000,000+*
Fidelity Bond (loss of money or other Property due to dishonest acts). Only for contracts such as Banking, Janitorial, Fundraising, TPA's and similar, ETA	TBD	TBD	Amount depends on exposure to loss	Amount depends on exposure to loss
Other Coverage As required	TBD	TBD	TBD	TBD
Bid, Performance & Payment Bonds	N/A	N/A	TBD	TBD

*A combination of Umbrella/Excess and primary limit may be used to provide coverage for the amount shown.

** Workers' Compensation is required if the contractor/vendor has employees. Owner Waiver is acceptable for a Sole Proprietor.

Note: An Exception or Waiver of Minimum Coverage may only be granted at the discretion and approval of the Town Attorney, Risk Manager and the Town's Insurer based on assessment of risk posed to the Town.

Updated as of 11/02/2017

Form 6 – Pricing Form (Revised)

Use this form to provide rates that will be directly charged to the Town for each year of a potential five-year contract term.

Price increases should not exceed 5% each year.

Rate increases above those listed on this pricing form may be considered. Documentation must be provided 90 days prior to the contract renewal date, which shows the justification for the increase. The Town has the right to approve or decline any price adjustment, and any price change will be documented in a contract amendment that is signed by both parties.

YEAR 1

1. Hourly Rates.

Hourly rate for solid waste collection personnel billed to the Town. This rate should not include insurance or benefit pay: $_____

2. Other Fees.

Provide a description of any other fees along with the rate for these services. Company may add more fee descriptions if needed.

Other Fee Description:

_____ Rate: $_____

_____ Rate: $_____

_____ Rate: $_____

YEAR 2

1. **Hourly Rates.**

   Hourly rate for solid waste collection personnel billed to the Town. This rate should not include insurance or benefit pay: $_____

2. **Other Fees.**

   Provide a description of any other fees along with the rate for these services. Company may add more fee descriptions if needed.

   Other Fee Description:

   _____ Rate: $_____

   _____ Rate: $_____

   _____ Rate: $_____

YEAR 3

1. **Hourly Rates.**

   Hourly rate for solid waste collection personnel billed to the Town. This rate should not include insurance or benefit pay: $_____

2. **Other Fees.**

   Provide a description of any other fees along with the rate for these services. Company may add more fee descriptions if needed.

   Other Fee Description:

   _____ Rate: $_____

   _____ Rate: $_____

   _____ Rate: $_____

YEAR 4

1. **Hourly Rates.**

   Hourly rate for solid waste collection personnel billed to the Town. This rate should not include insurance or benefit pay: $_____

2. **Other Fees.**

   Provide a description of any other fees along with the rate for these services. Company may add more fee descriptions if needed.

   Other Fee Description:

   _____ Rate: $_____

   _____ Rate: $_____

   _____ Rate: $_____

YEAR 5

1. **Hourly Rates.**

   Hourly rate for solid waste collection personnel billed to the Town. This rate should not include insurance or benefit pay: $_____

2. **Other Fees.**

   Provide a description of any other fees along with the rate for these services. Company may add more fee descriptions if needed.

   Other Fee Description:

   _____ Rate: $_____

   _____ Rate: $_____

   _____ Rate: $_____