

ADDENDUM #2

DATE: Tuesday, September 8, 2020
TO: All Potential Proposers
FROM: Interim Village Manager
RFP No.: 2020-01 -- Solid Waste Services
SUBJECT: Addendum No. 2

Please print this addendum and attach it with your Response incorporated with the Request for Proposals.

RESPONSES TO QUESTIONS:

Question 1

At the top of Attachment H Certificate of Corporation document on page 54 it is stated "This form must be completed and returned upon execution of approved contract". On page 36 in regards to Attachment H it states "Complete the form and include in this package." We do not have an approved contract yet. Is the Village requiring the proposer to submit the document filled out and signed in their RFP proposal? Please advise. **The document does NOT have to be included in the RFP proposal.**

Question 2

At the top of Attachment J Performance Bond on page 56 it is stated " This form must be completed and returned upon execution of approved contract". On page 36 in regards to Attachment J it states "Complete the form and include in this package." We do not have an approved contract yet. **Attachment J Performance Bond does NOT have to be included in the RFP proposal.**

Question 3 Is the Village requiring the proposer to obtain/sign a performance bond without having a signed contract and to submit the document filled out and signed in their RFP proposal? Please advise. **See response to Question 2.**

Question 4. In regards RFP page 16 Section 3.3 it states that recycling material may be collected in carts or totes. Has the City or the Current hauler provided the residents with carts/ or totes for recycling materials or do residents provide their own recycling containers? **The City provides 35gal/65 gal carts or totes by homeowners' request.**

Question 5 Will the City pay for contaminated load charges for recycling materials that are delivered to recycling processing facilities? The facility deems the recycling truck load is contaminated and charges the contamination fee? **No. The Village will not pay those charges.**

Question 6. What is the Service Start Date of this contract. **To be Determined**

Question 7. In regard to Section 4.2 Financial Information on page 37 the Village is asking for a

Corporate Disclosure Statement. Will the village provide more details on what type of document is required here? **The Village is seeking the following information:**

- Name of Agency/Company (including any "Doing Business As" names)
- Company Locations
- Internet Web Site Address (if any)
- Details of Entity Business Structure (Corporation, Partnership, LLC)
- Date Founded
- Office address and telephone number, email address
- List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract
- Proposer must submit a copy of Florida Division of Corporations Sunbiz report with your company registered as active.
- W9

Question 8. In RFP Section 6.24-page 6 Performance Bond it is stated that the performance bond will be issued by an approved surety company. On RFP page 56-58 is a Performance bond form Attachment J provided by the City. Will the Village clarify if the proposer must require their surety company to use Form J when issuing the performance bond or can the surety company use their own bond forms? **The surety may use its own bond forms, provided they are substantially similar to Form J**

Question 9. Will there be an in person or virtual prebid meeting for this RFP? **No.**

Question 10. Will the Village consider changing from loose bags and/or 40-gallon cans to 65 or 96 gallons carts? This will eliminate the mixture of cans and give a more uniform and cleaner look to the Village. **Yes, if the vendor provided the alternative carts.**

Question 11. Currently, residential Single stream has no value. Processing facilities are charging a fee to process. Will the Village consider the following;

- a. Eliminate the \$0.25 rebate? **Not applicable.**
- b. Replace the Rewards Program with a recycling educational program? **Yes.**
- c. Remove the need for a microchip in the recycling carts. **Not applicable.**
- d. Change the recycling schedule to every other week. **To be discussed.**

Question 12. Section 6.31of Recyclable Materials lists aerosol cans, aluminum foil and pie plates as recyclable materials. These along with the plastic food containers displaying #1-#7 on the bottom are not recyclable and will contaminate a load. Will the Village remove these items from the Recyclable Materials list? **Yes, upon recycling educational program.**

Question 13. Is there a limit to the amount of yard waste a resident can set out on a weekly basis? **Yes. Two cubic yards.**

Question 14. Is there a limit to the amount of bulk waste a resident can set out on a weekly basis? **No limit.**

Question 15. Under Force Majeure- will the Village add language to include a Pandemic? **To be negotiated.**

Question 16. What are the current service days? **Mondays - yard waste. Tuesdays – garbage. Fridays – garbage and recycle**

Question 17. Can the current serviced days be changed? **To be negotiated.**

Question 18. What is the current rate? **\$31.70**

Question 19. Please reconsider changing the language of requiring the Contractor to separate and collect only recyclable items in a cart. In the event that a recycling receptacle contains some items that cannot be recycled, the contractor shall leave the cart and provide educational materials to the resident regarding correct recycling guidelines. **To be negotiated.**

Question 20. Is the Contractor required to clean up after a major storm event? **No. The Village has a separate debris removal contract.**

Question 21. Will the Village please remove the requirement for a CNG Fueling Facility and CNG trucks. This will greatly increase the cost to the Village since there is only 1300 units to share in that additional cost. **Yes. This requirement is eliminated.**

Question 22. 6.5 has the definition of Contaminated loads. Is it the Villages expectation that the garbage and yard waste are serviced with different vehicles? **No. Different days.**
Jason Neal, Waste Management

Question 23. When does the current contract term, including any extensions? Please provide copies of the current contract and any executed or pending extensions and renewals, and projected dates for the RFP contract award and subsequent service commencement. **Per Section 5.0 on page3 of the RFP, the base term of the Contract shall be for the period of five years beginning on the commencement date of the Contract, subject to acceptance of alternative proposals. After the initial five (5) year period, the Village has the option (but not the obligation) to renew the Contract for five (5) additional one (1) year extensions for a maximum term of five (5) additional years, at a mutually agreeable rate and terms and conditions.**

Question 24. Is the renewal option bilateral, requiring consent of both parties? **Yes.**

Question 25. Who owns the recycling containers currently in place? **The Village.**

Question 26. Does the Village have a contract in place for storm debris collection and disposal services, outside of the regular waste contractor? **Yes.**

Question 27. Is there a limit to the number of homes that may receive "off street" (backdoor or side-door) service? **Yes.** Is the contractor entitled to an additional fee for that service, above the

regular curbside rate? **No.**

Question 28. What are the current sites for disposal of solid waste and yard waste, and for processing of recyclables?

Question 29. Sec. 7.4 indicates that "no automatic CPI adjustment will be allowed." Is the intent that the contractor must absorb all of the cost increases other than fuel throughout the 5-year term? **Yes.** And what about during any potential renewals? **To be negotiated.**

Question 30. Are solid waste and disposal cost increases eligible for automatic pass-through to the Village? **No.**

Question 31. Does the \$0.25 per home payment to the Village for "recycling revenues" remain due even when processing and transportation costs exceed the value of materials collected and recycled? **To be negotiated.**