

**TOWN OF SOUTHWEST RANCHES, FLORIDA**  
**RFP – Solid Waste, Recyclables, and Bulk Waste Collection and Disposal**  
**RFP No. 17-003**

**ADDENDUM 3**

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Please note that Proposers are required to acknowledge receipt of Addendum 3 on the Addenda Acknowledgement form. **Failure to acknowledge all addenda may be cause for rejection of the Proposal.**

Provided below are responses to additional questions received by the Town prior to the deadline for questions, 4:00 p.m. on March 17, 2017. **To provide Proposers with sufficient time to respond, the due date and time for proposal submittal is hereby further extended to Friday, April 7, 2017 at 4:00 p.m.**

**Questions and Answers**

1. *Contract page 5 section 3(B) - Contractor must collect any spilled garbage whether it was spilled by resident or Contractor - this contradicts on what is written on page 11 sec 5(K) this section states clean-up of spillage caused by Contractor or employees, not residents.*

Answer: The Contractor is responsible for cleaning up spillage unless such spillage was clearly not caused by the Contractor or a Contractor's employee.

2. *Contract page 5 Sec 3(E) Town bills all homes, contractor must bill new homes, it does not state how Contractor will bill new homes. Usual practice allows Contractor to bill new homes up to one year in advance. Will the Town allow Contractor to bill in advance up to one year?*

Answer: Section 3.E and Section 12.A of the draft franchise agreement will be revised to reflect that the Town is responsible for billing all Residential Service Units, including newly constructed units, for Residential Collection Service. The Contractor will continue to be responsible for billing residents for special collection services and extra Roll Carts.

3. *Contract page 5 section 3(F) - Will the Town consider an annual disposal true up process since based on the historical residential disposal tonnages have increased every year for the past 4 years. In this scenario the Town will pay the Contractor a set amount for disposal based on the generation factors in the RFP. At the end of the initial term and every year after that the actual disposal will be compared to the amount paid to the Contractor per home and if the Contractor delivered less than it was paid for the Contractor will refund the Town the difference. In the event that the Contractor disposed of more than it was paid by the Town then the Town will pay the Contractor the difference.*

Answer: See response to Question 3 in Addendum 2.

4. *Contract page 5 section (3F) - Will the Town consider paying for disposal directly?*

Answer: No, the Contractor shall be responsible for making payment to the disposal facility.

5. *Contact page 6 section 4 (A4) - This states that the Town retains the right to require acceptable documentation including but not limited to purchase orders and receipt of payments. These documents can contain our preferred pricing and if made public will disclose our pricing to our competitors and put*

*us at large disadvantage. Will Town accept a letter from the manufacturer of the carts as proof that the carts were ordered as well as a letter to show that the manufacturer was paid?*

Answer: Contractor should identify what information is proprietary when it is transferred to the Town and the Town, subject to the limits provided for by Florida law, will not release this information to others and will so note in the Town's permanent files.

6. *Contract page 7 section 4(B #1) – if the Town does not award a new contract at least 6 months prior to termination of current contract, Contractor agrees to extend for an additional 180 days. Town will notify Contractor in writing at such time and services will continue at established rates. As an example the contract would end on 9/30/17 but the Town needs an additional 180 days, which would then extend the termination of the current contract to 2/28/18. Since the Contractor normally would receive a CPI and disposal adjustment that would be in effect starting 10/1/17, will the Town allow the adjustment for the 180-day extension?*

Answer: See response to Question 25 in Addendum 1.

7. *Contract page 8 section 5 (C1) - Residential recycling collection is unlimited. Is it the Town's intention that if a resident has excess recycling in bags next to the cart that the Contractor must also pick up the extra bags or is the resident required to order extra recycling carts?*

Answer: No, recyclables are to be placed in recycling carts. Residents may request additional recycling carts in accordance with the provisions in the draft franchise agreement.

8. *Contract page 8 section 5 (B3) - If the bulk is collected commingled with the yard waste why does this section require residents to separate yard waste from the bulk at the curb?*

Answer: As stated in the referenced section, the Contractor shall collect Bulk Trash and Yard Trash in such a way that Yard Trash can be recycled. The Contractor may choose to collect these materials in the same vehicle if they have a means of separating after collection, or in separate vehicles if they do not. Residents are asked to place Yard Trash separate from Bulk Trash to facilitate collection by the Contractor.

9. *Contract page 8 section 5 (B5) - this section does not match with the bulk service options that are listed, bulk and yard waste will be collected with a grapple or clam truck, these trucks are not equipped to collect and dump containers with bulk. Is it the Town's intention to have the bulk trucks take the resident's container away along with the bulk?*

Answer: Section 5.B(5) will be deleted from the draft franchise agreement.

10. *Contract page 9 section 5 (D4) - Will the Town consider making a change to this section that would require the Contractor to leave any bulk piles over 12 cu yds and have the Contractor contact the Town immediately so Town inspector can visually confirm the size of the pile before any of it is removed and resident is charged? What is the mechanism to ensure that the Contractor gets paid by the resident?*

Answer: No Change – Residents who refuse to pay vendor will be subject to Magistrate proceedings.

11. *Contract page 12 section 6 (A) - will the town consider modifying this section that instead of issuing a check to the resident can the contractor just purchase the garbage can and give it to the resident?*

Answer: Yes, this can be an option subject to the resident's approval.

12. *Contract page 12 section 6 (B) – if the Town selects the cart option, would the Town consider modifying this section to allow residents to select their preferred cart size prior to commencement date? In addition, allow residents a one-time per year size swap. This will allow Contractor to order correct sizes and quantities, otherwise Contractor will have to purchase double the amount to ensure adequate inventory.*

Answer: See responses to Question 27 in Addendum 1 and Question 11 in Addendum 2.

13. *Contract page 15 section 9 (D) - is commercial service permitted seven days per week?*

Answer: Yes.

14. *Contract page 17 section 11 (B) - Town events - can the Town provide the list of Town events along with historical service needs of these events?*

Answer: The following is a list, which is subject to change, of Town events that may require dumpster collection service:

- Town Birthday Party – TBD
- Townwide Garage Sale – February
- Country Roads Arts and Crafts Fair – October
- Ride for the Ranches – November
- Fun Horse Show - December

The Town has averaged no more than (3) three events annually requiring various-sized dumpsters.

15. *Contract page 18 section 12 (E) - Resi Collection service rate is adjusted on 10/1 and disposal is adjusted in July based on current disposal contract. Will the Town consider adjusting all rates at the same time in July to reduce confusion with the customers? Customers will see two increases within 3 months, this will create confusion and generate additional phone calls to Town.*

Answer: See response to Question 26 in Addendum 1.

16. *Contract page 18 section 12 (F-1) Indexes for adjusting rates- The CPI Index in the draft agreement is the All Urban Consumers, All Items, Not Seasonally Adjusted for the Miami/Ft. Lauderdale Area (series ID #CUURA320SA0), which is an aggregated index incorporating hundreds of expenditure categories, ranging from women's outerwear to childcare to salad dressing. Unfortunately, this breadth of goods and services does not adequately represent actual cost changes in specific industries, including solid waste. To address this, the Bureau of Labor & Statistics (BLS) publishes various specific indexes devised to measure different aspects of inflation. With the 5% "cap" protecting the City on the upside and to keep prices low, would the City consider using the WST (Water, Sewer and Trash Collection) CPI Index, a sub-category of the BLS CPI-U, and one that is refined to the expenditure category that best represents our business? Official name/reference: Consumer Price Index (CPI) for All Urban Consumers for Water and Sewer and Trash collection services 2 T 153 in U.S. city average; Not Seasonally Adjusted; Frequency: Monthly; Base Year: 1982-84=100. Source: BLS Consumer Price Index Survey. CUUR0000SEHG*

Answer: No change.

17. *Contract page 18 section 12 (F1) – CPI Adjustments. The CPI adjustment in the draft agreement is “capped” at 5% without a “catch-up” adjustment provision. In periods of deflation, where the CPI may be negative, costs in the solid waste industry are not likely to similarly decline due to expenditure categories that are more specific than the broad categories incorporated in the general CPI. To keep pricing low, would the Town allow for a “floor” rate adjustment of “zero” percent in cases where the CPI is negative. A zero floor rate is beneficial to both the Town, with respect to the franchise fee and the Contractor. We would appreciate the Town’s consideration to this scenario.*

Answer: No Change.

18. *Contract page 24 section 19 (C) – will the Town consider changing this section to require same day service for a miss collection to 12:00 PM? The reason for the request is that if our trucks are still in the Town and a call comes in we will resolve same day. We are planning to have our trucks out of the Town as early as possible to avoid traffic congestion and we may not have a truck in the Town at after 3:00 PM to service the call.*

Answer: The Town is willing to change the cut off time to 12:00 p.m., with missed collections reported after 12:00 p.m. to be serviced by 12:00 p.m. the following Work Day.

19. *Contract page 26 section (K) - will the Town consider modifying the deadline for the required reports to be on the 15<sup>th</sup> calendar day each month instead of the 10<sup>th</sup>? This will allow for proper collection of the data and avoid errors by rushing.*

Answer: Yes, the Town will revise this section to reflect a deadline of the 15<sup>th</sup> calendar day of each month.

20. *Contract page 27 section 20 (K6) - This section requires that the contractor submit the commercial recycling customer list with location, quantity, size and frequency of the commercial recycling service. This information is proprietary and if submitted to the Town will allow competitors to basically have a customer list with service levels and will put the contractor at a competitive disadvantage. Can the Town eliminate this requirement?*

Answer: Section 20.K(6) is revised as follows: “List of Commercial Customers receiving Commercial Recyclable Materials Collection Service the previous month including each billing entity’s name, business name and address, size and number of Containers, and frequency of collection. Contractor shall identify any information considered proprietary when it is transferred to the Town and the Town, subject to the limits provided for by Florida law, will not release this information to others and will so note in the Town’s permanent files.”

21. *Contract page 29 section 21 (A21) - This states that failure or neglect to complete each route on the regularly scheduled collection day without justifiable cause will result in liquidated damages of \$250 per unit. Can you please supply a definition or list of what constitutes a justifiable cause?*

Answer: Justifiable cause would be a cause that is beyond the control of the Contractor.

22. *Contract page 29 section 22 - Who is the Town’s storm debris clean up collection Contractor?*

Answer: The Town's storm debris contractor are as follows:

- Witt O'Brien - Monitoring
- Bergeron Emergency Services – Primary Debris Removal
- Grubbs Emergency Services – Secondary Debris Removal
- Ash Britt, Inc. – Tertiary Debris Removal