



**IN RESPONSE TO  
TOWN OF SOUTHWEST RANCHES  
RFP No. 22-008  
Solid Waste, Recyclables, and Bulk Waste Collection  
and Disposal Franchise Agreement  
ADDENDUM 2**

This Addendum 2 is being issued to respond to the following questions which were submitted in writing to the Town prior to the questions deadline of April 19, 2022.

Questions asked and Town responses are provided below. Town responses are shown in **red font**.

1. In Exhibit A Service Agreement Section 3.F Responsibility for billing will the Town clarify the payments made to the contractor for residential collection will be based upon the number of units serviced by the contractor and not based on the number of payments received from residents by the Town?

**Answer: Yes, as stated in Exhibit A, Agreement, Section 12.B, the Contractor will invoice the Town based on the count of Residential Service Units and the Rates for said service. The Town will pay the Contractor all undisputed amounts within 30 days. See Section 12.C. regarding the Residential Service Unit Count.**

2. Is there a franchise fee percentage that needs to be included in the residential rates quoted in the Exhibit 1 Proposed Rates for Residential Collection Service?

**Answer: No, franchise fees should not be included in any of the proposed rates. There is an annual franchise permit fee of \$5,000 per year related to Residential Collection Service, and no other related franchise fees for Residential Service Units. There is a 10% franchise fee on Commercial Collection Service; however, franchise fees should NOT be included in proposed rates. (Franchise fees will be added to Rates prior to execution of an awarded Agreement.)**

3. The Town currently provides residential household hazardous waste service to residents. There is no mention of residential household hazardous waste service in the RFP. Will the Town require residential household hazardous waste service and if so, will the Town provide rates sheets in the price schedule?

**Answer: Yes, the Town is adding a new subsection F in Section 11 – Additional Services as well as a new definition in Section 2 in the Agreement provided as Exhibit A to the RFP as follows (additional text is shown as underlined):**

**“F. Ancillary Service. The Contractor shall provide four (4) HHW and E-Waste collection events per year (one every other month of the calendar year), hereinafter referred to as “HHW Collection Events.” These four (4) events shall be conducted within the Town limits at a location to be provided by the Town and on dates to be approved by the Administrator. Such HHW Collection Event shall be limited to Town residents who show official proof of residency. The HHW and E-Waste received at a collection event shall not be comingled and shall be immediately processed following a collection event. Contractor shall reject any HHW and E-Waste that it reasonably believes to be commercial in nature.**



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- (a) Each HHW Collection Event shall occur on a Saturday and shall last at least six (6) hours in duration or until all residents that have arrived at the location during those hours have been serviced. Contractor shall arrive at a minimum of one and one half (1.5) hours prior to the event start time for setup and a pre-event safety meeting.
- (b) The Contractor shall be responsible for providing all staff, equipment, and resources needed for the collection, quantifying, packaging, and removal of HHW and E-Waste received at each HHW Collection Event.
- (c) The Contractor shall accept, quantify, log, transfer, recycle, reuse and/or dispose of HHW and E-Waste delivered by TOWN residents to the HHW Collection Event.
- (d) The Contractor shall provide traffic control, adequate ingress and egress, and adequate staff to prevent long waits for TOWN residents.
- (e) The Contractor shall ensure that HHW and E-Waste is accepted from Town residents only, via valid identification or other means. No commercially generated waste or Contractor-Generated Waste shall be accepted.
- (f) The Contractor is solely responsible for complying with all local, State, and Federal regulations regarding packaging, recycling, demanufacturing, and transporting E-Waste and HHW, including any and all requirements mandated by federally permitted facilities.
- (g) Upon acceptance of HHW and E-Waste at the HHW Collection Event, the Contractor shall bear all costs associated with processing, transporting, recycling, reusing, and/or disposing of such materials.
- (h) At least sixty (60) calendar days prior to the first HHW Collection Event, the Contractor shall provide the Town with an Operations Plan detailing the following:
- Number of staff personnel and minimum level of training of such staff. Drop-Off HHW Site Manager shall receive training in accordance with OSHA 29 CFR §1910.120.
  - List of onsite equipment.
  - Set up of site, including traffic control, ingress and egress, and restricted areas.
  - Methodology detailing how materials will be received and logged and a sample log sheet.
  - Methodology detailing how materials will be managed, collated, containerized and/or palletized, tracked, weighed, and/or transported from the HHW Collection Event site to final disposal/recycling facilities.
  - Site safety, chemical containment, and spill containment plans.

The Operations Plan is subject to approval by Administrator.



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- (i) Within thirty (30) days of the Commencement Date, the Contractor shall provide documentation of end markets for all HHW and E-Waste. Documentation may be in the form of (1) letter of agreements/contracts on subcontractor letterhead; (2) copies of agreements/contracts indicating scope of agreement, dates, and signatures; or (3) sworn affidavit from Contractor on Contractor letterhead. Such documentation shall specify the materials involved, time period for which agreement or affidavit is valid, and a general description of the material disposition (precious metal recovery, sale to repair facility, resale to public, secondary lead smelter, etc.). The Contractor shall keep this information current throughout the term of the Agreement. Should the environmental or regulatory compliance record of an end market warrant, the Town reserves the right to require the Contractor to change end markets.”

**In Section 2 of the Agreement, the following definition is added:**

“Household Hazardous Waste or HHW means a waste produced in the home containing hazardous substances that may pose a threat to the environment, wildlife, and/or human health. For the purpose of this Agreement, HHW includes aerosol products, ammonia, ammunition, anti-freeze, auto fluids, auto batteries, boat batteries, boat fluids, charcoal starter, compact fluorescent bulbs (CFL’s), drain cleaner, fertilizers, fire extinguishers, fireworks, flares, fluorescent tubes, gasoline, herbicides, household cleaners, insect killer, kerosene, lawn chemicals, lighter fluid, mercury thermometers, motor oil, nail polish remover, paint, pesticides, photo chemicals, pool chemicals, propane tanks, rechargeable batteries, rust remover, solvent, spot remover, four (4) tires per household per collection, turpentine, weed killer, wood stains and wood stripper from residential sources, as well as other items mutually agreed upon by the Town and the Contractor.”

4. Draft Agreement page 12 Section 5.D.5 states that the Contractor shall collect all bulk and contractor will bill the residential service unit for excess yardage over 12 cubic yards. Will the Town consider billing the resident for the excess yardage?

**Answer: No, the Town will not conduct the billing for Excess Bulk Waste; however, please review the Town response to Q4 in Addendum 1 to see modifications to how Excess Bulk Waste will be billed.**

5. RFP page 43 Exhibit 2 is asking for roll off rates. When it comes to roll off containers one price does not fit all. Would the Town provide pricing request for 20, 30, 40 yard roll off open tops and 30- and 30-yard compactors. This will allow the proposer to quote more accurate roll off rates.



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**Answer: Yes, see Attachment A to this Addendum 2 that replaces Appendix B, Exhibit 2, Page 43, Rates for Roll Off Containers. All other pages of Appendix B remain unchanged.**

6. In regard to RFP page 2 item G bulk trash definition will the Town consider revising the definition to eliminate horse manure collection as a required bulk waste item?

**Answer: The Town is revising Section 2, item EE (the definition of Exempt Waste) to include horse manure as follows (additional text is shown as underlined):**

*“Exempt Waste means Biohazardous or Biomedical Waste, Hazardous Waste, Sludge, tree parts or lumber that is more than four (4) feet in length in its longest dimension, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, used oil and tires, those wastes under the control of the Nuclear Regulatory Council, Contractor-Generated Waste, Recyclable Materials generated and source separated by Commercial Customers, horse manure, and those other materials whose size and/or weight are in excess of that allowed for Bulk Waste as defined herein.”*

7. The commercial franchise fee rate is 10%. Must the proposer include the 10% franchise fee charge in the commercial rate quoted?

**Answer: No, as noted in the notes of Appendix B, Price Schedule, Exhibit 2, Commercial Collection Services, proposed Rates shall NOT include franchise fees. Franchise fees will be added prior to execution of an awarded agreement.**

8. Draft Agreement page 2 section 14 asks the contractor to provide an RFID system to track set out rates. RFID systems can sometimes be unreliable and may require additional headcount which will result in a higher rate to the Town. Will the Town eliminate the RFID requirement?

**Answer: RFID is not necessarily required. As noted in Section 4.A., subpart (14), as well as Section 6.D of the Agreement provided as Exhibit A to the RFP, the Contractor may use a mechanism other than RFID to track route metrics. However, the Contractor and the Town’s Agreement Administrator must agree to the mechanism. Proposers are encouraged to explain its proposed approach to providing certain route metrics in Chapter 4 – Implementation Plan of its Proposal, as part of explaining how the Proposer intends to automate the interface between the Town and the Contractor (see RFP Section 3.5, Chapter 4, fourth paragraph).**

9. Draft agreement page 14 Item 2 states that the resident may ask for a cart exchange and will pay \$50.00 for the exchange. Will the Town increase the exchange charge from \$50.00 to \$75.00?

**Answer: Yes, the Town is revising Section 6.A. subpart (3) as follows (additional text is shown as underlined, deleted text is shown in ~~strikethrough~~):**



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*“Upon request by a Residential Service Unit, Contractor shall exchange a Solid Waste Cart with an alternatively sized Cart within five (5) Work Days of request for such exchange by the customer or Town. Contractor shall provide one (1) Solid Waste Cart exchange per Residential Service Unit during the initial Agreement term at no charge to the customer or the Town. Should a Residential Service Unit request additional exchanges, Contractor may charge the Residential Service Unit no more than ~~fifty dollars (\$50)~~ seventy-five dollars (\$75) per Cart that is exchanged. Contractor shall track and report exchanges in the asset management database specified in Subsection E below.”*

10. Draft agreement page 17 section 8.B states that the proposer’s disposal and processing facilities must be agreed upon by the Town. Will the Town provide a list of disposal and processing facilities the town has already approved?

**Answer: No, the Town has not already approved any facilities. The Town is looking for the Proposers to propose its processing and disposal facilities. The Town intends to approve duly licensed facilities proposed by the Proposers**

11. Draft agreement page 22 section B state that the Town may or may not use a P-card for paying contractor. In order for the Contractor to account for correct costs will the Town determine and state the 1-P-Card will be used for payment or 2-P-Card will not be used for payment?

**Answer: The Town is not presently using a P-Card payment system and it is unknown when or if a P-Card will be implemented. However, the Town desires to retain this payment option for the future.**

12. Draft agreement page 22 section F.1. Will the Town change the time frame for the CPI calculation from May 1 to April 30 to May 1 to May 1?

**Answer: The Town is revising the time frame for CPI calculations to April to April in Section 12.F (1) in the Agreement as follows (additional text is shown as underlined, deleted text is shown in ~~strike through~~):**

*“Subject to the conditions herein ~~and Council approval~~, on October 1, 2023 and each October 1 thereafter during the term of this Agreement, the portions of Rates indicated in Exhibits 1 and 2 ~~may shall~~ be adjusted, upward or downward, by the Administrator, in an amount that is equal to the percentage change (PC) in the Consumer Price Index for All Urban Consumers (Series Title: **Garbage and trash** collection in U.S. city average, all urban consumers, seasonally adjusted; Series ID: CUSR0000SEHG02), as published by the United States Department of Labor, Bureau of Statistics, or a successor agency (“CPI”) during the most recent twelve (12) consecutive month period ending on the last day of the month of April. For example, with regard to the CPI adjustment on October 1, 2024, the relevant period will be ~~May 1, April 2023 through April 30, 2024.~~ April 2023 through April 30, 2024. for the twelve (12) month period.”*

**All other references to months in examples provided, such as in Section 2.F (2) as well as Exhibit 6 of the Agreement are also changed accordingly.**



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13. Draft agreement page 23 section 8 it states that if the CPI is discontinued the Town may select another price index. If CPI index is discontinued, will the Town agree that the new index must be mutually agreed upon?

**Answer: No, the Town does not agree to this requested change.**

14. Draft agreement page 24 section G. Will the Town change the notification to 60 days from the time the contractor is notified by the disposal facility that the rates will be increased?

**Answer: No, Rates will only be increased once per year at the same time the CPI calculation is applied to the Collection Component of Rates. (The Town's Rates are assessed through the County Property Appraiser annually.)**

15. Draft agreement page 30 section B. This section requires written record of various call logs. If the proposer has an electronic system that can produce all required reports and document will the Town approve of an electronic system?

**Answer: Yes, as noted at the beginning of Section 20 in gray-shaded text, the Town may revise the requirements throughout Section 20 based upon the software interface proposed by the Winning Proposer.**

16. Draft agreement page 37 section 4 pollution remediation. Will the Town remove this pollution liability insurance requirement?

**Answer: No, the Town will not remove this requirement.**

17. Draft agreement page 38 section B. Will the Town remove this clause because there are no inventions or patents involved in this service?

**Answer: No. If the Proposer is using the intellectual property of another, they must indemnify the Town for its use of same.**

18. Draft service agreement page 41 section B. Would the Town please define time fame (60 days, 90 days, 120 days) as to when the termination shall take effect?

**Answer: No, as stated in Section 29.B. of the Agreement, "the termination shall take effect as of the date specified by the non-defaulting Party" in order to accommodate a reasonable cure period for a variety of default circumstances as described in Section 29.B. In other words, one specific time period may not be appropriate.**

19. Draft Agreement page 42 section D. The term Habitual Violator is vague. Will the Town provide a list of the detailed fines and fines amount that define a Habitual Violator?

**Answer: The Town has further defined "habitual violator" in Q33 below.**

20. Draft service agreement section 52 Most Favored Nations. Will the Town change this clause to state the terms and conditions the Town is referring to in another municipal contract must be identical? The Town must consider the contract as a



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whole, including all terms not just select service pricing? Will the Town also define tri-county area?

**Answer: No. The clause is clear as written. The tri-county area is defined as Miami-Dade, Broward, and Palm Beach County.**

21. RFP page 16 list the residential bulk tons at 7,947. Does the Town have a designated approved facility for the bulk tonnage, or will the contractor choose the facility? There is concern because of the possible change in facilities as a result of the Town signing the Broward County Work Group MOU.

**Answer: The Town does not have a designated approved facility for bulk tonnage. As noted in Section 10.E. of the Agreement provided as Exhibit A to the RFP, if the MOU results in a change in facilities at some point in the future, the Town and Contractor will negotiate appropriate Rate adjustments in good faith.**

22. Sec. 13(B), p. 26 of the draft Franchise Agreement refers to the payment of franchise fees which states "...the Contractor shall remit a franchise fee to the Town equal to ten percent (10%) of the Contractor's gross receipts...". Will the Town confirm that "gross receipts" refers to what the Contractor collects and not on what the Contractor bills the commercial customer customers?

**Answer: The Town shall receive 10% franchise fees on gross receipts resulting from Commercial Collection Services as described in Section 13.B of the Agreement provided as Exhibit A to the RFP. (There is not a franchise fee on Residential Collection Service, though there is a \$5,000 annual franchise permit fee.) Related and for consistency, the Town is revising Section 13.A as follows (additional text is shown as underlined, deleted text is shown in ~~strike through~~):**

*"Billing. The Contractor shall be responsible for the billing and collection of payments for all Commercial Collection Service. The Town shall not be held liable for Contractor's failure to bill or collect for Commercial Collection Service. The Contractor shall always be liable to the Town for any Franchise Fee that ~~was or should have been collected and~~ should be remitted to the Town."*

23. Chapter 6, p. 25, RFP - Can WMIF provide the annual financial statements of its parent company filed with the SEC?

**Answer: If the WMIF subsidiary financial statement is unavailable, specify reason why, and then Parent financial statements will suffice.**

24. Addendum 1, Q4, Sec. 5.D (5), draft Franchise Agreement – May the Contractor assess the special collection charge for excess bulk waste in advance of collecting such excess materials and as a condition to collection?

**Answer: The Contractor may provide the Residential Service Unit with the charges prior to Collection; however, the Contractor must collect the Excess Bulk Waste whether payment has been received from the Residential Service**



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**Unit or not. Note the Town will assist the Contractor in receiving payment through the Special Master, as necessary. (See response to Q4 in Addendum 1 for revised language regarding Section 5.D. (5))**

25. Addendum 1, Q4, Sec. 5.D (5), draft Franchise Agreement – Will the Town clarify how much time will reasonably be allowed for the special collection of excess bulk waste?

**Answer: The Town will allow twenty-four (24) hours from the time it has been agreed between the Residential Service Unit and the Contractor or such time as the Administrator or his/her designee has confirmed the need for the Special Collection of Excess Bulk Waste, unless the Administrator allows an extension beyond 24 hours.**

26. Section 2, (EE), p. 4, draft Franchise Agreement - Will the Town add “horse manure” to the definition of exempt materials (as it is currently listed as an exempt waste on the Town website)?

**Answer: See response to Q6 above.**

27. Will the following Holidays be added to the definition of “Holidays?”: Thanksgiving Day, Martin Luther King Day, Labor Day, Memorial Day, and Independence Day?

**Answer: See response to Q14 in Addendum 1. (The Town is willing to add more Holidays to the definition.)**

28. Will the Town require that the residents remove freon components from white goods prior to placement at the curb for collection?

**Answer: Yes, as indicated in Section 2 – Definitions, item G, in the Agreement provided as Exhibit A to the RFP, white goods placed out for collection must have a “freon-free” sticker on the item.**

29. Sec. 10, p. 19, draft Franchise Agreement – Can the following sentence be added at the end of Sections “E” and “F?”: “If agreement cannot be reached on a rate adjustment, then either party may terminate the contract upon 180 days prior notice.”

**Answer: No, the requested sentence will not be added. As stated in Section 19, items E and F, the parties agree to negotiate in good faith.**

30. Sec. 22, p. 33-35, draft Franchise Agreement – Will the Town add language that notice of a service failure for which liquidated damages may be assessed shall be provided within thirty (30) days of such failure?

**Answer: Yes, the Town is revising Section 22 – Liquidated Damages in the Agreement as follows (additional text is shown as underlined, deleted text is shown in ~~strike through~~):**





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*“The Administrator may assess liquidated damages pursuant to this Section at any time during the term of this Agreement. The Administrator shall notify the Contractor in writing of the liquidated damages assessed within sixty (60) days of the occurrence and the basis for each assessment. In the event the Contractor wishes to contest such assessment, within five (5) Work Days of receipt of written notice, Contractor shall request in writing a meeting with the Town Administrator to resolve the issue. The Town shall notify the Contractor in writing of any action taken with respect to Contractor’s claims within five (5) Work Days of such meeting. The Town Administrator’s decision shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence. Any liquidated damages assessed by the Town Administrator shall be deducted from the Town’s next monthly payment to the Contractor.”*

31. Reporting requirements, specified throughout the draft Franchise Agreement –Will the Town add language allowing the parties to come to agreement to consolidate and streamline required reporting which will satisfy the needs of the Town Administrator?

**Answer: Yes. As noted in Section 21.I. shaded in gray, the Town is willing to modify the reporting requirements based on software interface proposed by the Winning Proposer. This is also noted at the beginning of Section 20 of the Agreement provided as Exhibit A to the RFP.**

32. Section 26 (A), draft Franchise Agreement, p. 38 – Can language be added to make clear that the Contractor’s indemnity obligations do not extend to claims or losses arising from the negligent or wrongful conduct of the Town or its agents?

**Answer: The Town will not be providing such services, as such this provision will not be amended.**

33. Section 29 (D), draft Franchise Agreement, p. 42 – Can the word “materially” be added to the first sentence before the word “comply”?

**Answer: Yes, the Town is revising the first sentence of Section 29.D of the Agreement as follows (additional text is shown as underlined, deleted text is shown in ~~strikethrough~~):**

*“Habitual Violations. If the Contractor frequently, regularly, or repetitively fails to comply with its material obligations and requirements under this Agreement, the Town may conclude that the Contractor is a “habitual violator,” regardless of whether the Contractor has corrected each individual failure of performance or paid administrative assessments for such failures of performance.”*

34. Section 29 (F), draft Franchise Agreement, p. 42 – Can the following language be added at the end of the first sentence: “except in circumstances involve Force Majeure.”



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**Answer: Yes, the Town is revising the first sentence of Section 29.F of the Agreement as follows (additional text is shown as underlined, deleted text is shown in ~~strikethrough~~):**

*“Notwithstanding anything else contained herein, the Town may hire an alternate Person to provide Collection Services in the Town if the Contractor fails to provide Collection Service for a period of two (2) consecutive Work Days, except in circumstances involving Force Majeure.”*

35. Exhibit 4, draft Franchise Agreement – Will the Town clarify if it intends to own the residential 96-gallon and 65-gallon carts or if these will be owned by, and subsequently, returned to the Contractor upon the expiration of the agreement?

**Answer: As stated in Section 6.F of the Agreement provided as Exhibit A of the RFP, the “Ownership of Carts provided by Contractor shall rest with the Contractor until expiration or termination of this Agreement, at which point ownership and warranty transfer shall rest with the Town.”**

36. Exhibit 4, #5, draft Franchise Agreement – Will the Town consider removing the in-mold label requirements and allow for the Contractor to provide carts with the Contractor’s logo as these are readily available, plentiful, and significantly more cost-effective?

**Answer: Yes, the Town will remove the in-mold label requirements for Carts, and Carts with the Contractor’s logo are acceptable; however, the Town logo must also be affixed to the Cart in some manner such as a sticker/adhesive if in-mold labels will not be provided.**

37. Exhibit 4, #5, draft Franchise Agreement – If the answer to the above-question is “no,” will the Town allow the Contractor to provide residents with carts containing the Contractor’s logo in the event of unforeseen interruptions and/or delays in the supply chain and until such interruption and/or delay is remedied?

**Answer: See response to Q36 above.**

38. Exhibit 4, #6, Franchise Agreement – The section titled “RFID & Bar Code” states “If the Administrator determines it is necessary, each Solid Waste Cart and Recycling Cart must be produced and shipped with a bar code and an Ultra High Frequency (UHF) Radio Frequency Identification (RFID) tag.” To mitigate potential significant additional costs, will the Town change the language to make the use of this technology optional at Contractor’s discretion?

**Answer: See response to Q8 above.**

39. Exhibit 4, #8, Franchise Agreement – Will the Town allow for the Town Administrator and the Contractor to agree upon alternatives to web-based software that provide similar, near-real time technology to track service and asset management and are proven to achieve the same objectives as listed herein?



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**Answer: Yes, as long as the objectives provided in Section 6.E of the Agreement provide as Exhibit A to the RFP are met. Note the Proposer shall provide a description of the interface it intends to use with the Town as part of Chapter 6 of its Proposal.**

40. Will the Town clarify if there are any multi-family properties or proposed future multi-family projects within the Town limits?

**Answer: The Town does not currently have any multifamily dwellings that would require dumpster collection (i.e., none with more than four units). The Town is not aware of any planned multifamily dwellings of more than four units. Should any such multifamily dwelling units be located in the Town during the term of this Agreement, the locations would be treated as Commercial Customers, billed by the Contractor at the Rates stipulated for Commercial Collection Services.**

41. RFP, P. 27 – Will the Town accept recyclable 3-ring binders to be used for proposal submissions in addition to spiral binding and binder-clips?

**Answer: Yes, the Town will accept recyclable 3-ring binders in addition to spiral binding and binder clips.**

42. Being that the questions deadline of April 18 immediately proceeds a Holiday weekend, will the Town please extend the questions deadline to April 22, 2022?

**Answer: No, the Town will not extend the questions deadline again.**

43. Given the complexity of the questions and comments that follow and the need to have the answers prior to formulating pricing for the response, please consider pushing back the due date 2 weeks to May 27, 2022.

**Answer: No, the Town cannot extend the Proposal due date.**

44. RFP Section 2.12 - Please amend this section to permit an assignment as a right to an affiliated company of Contractor. Additionally, the Town's consent to assignment pursuant to this section should not be unreasonably withheld. The Contractor requires reasonable rights to assign its rights under the agreement.

**Answer: No, the Town is not willing to make the suggested change.**

45. RFP Section 2.16 - The Contractor is willing to provide reasonable Waiver to the Town, but it should not be required to accept liability of the Town for its own, either partially or fully, (i) negligence or willful misconduct, (ii) breach of the contract, or (iii) violations of law or the same acts by unknown third parties. Please revise this section to recognize that the Town should accept liability if it or its representatives are the cause or partial cause of the liability.

**Answer: No, the Town will not make the suggested changes. Note Section 2.16 of the RFP explicitly states the waiver of liability is only related to the Contractor or those the Contractor is responsible and reads in relevant part: "...of**



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***Contractor or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.”***

46. RFP Section 2.17 - The Contractor is willing to provide reasonable indemnification to the Town, but it should not be required to indemnify the Town for its own, either partially or fully, (i) negligence or willful misconduct, (ii) breach of the contract, or (iii) violations of law or the same acts by unknown third parties. Please delete the section as written and replace with the following, “The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Town, its commissioners, mayor, officers, employees, agents, and attorneys (collectively, the “Indemnified Parties”) of, from, and against all liability and expenses, including reasonable attorney’s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use (collectively, the “Claims”), to the extent arising out of the Contractor’s negligence or willful misconduct in the execution, performance, nonperformance, or enforcement of the terms and conditions of this RFP. The Contractor’s liability hereunder shall include all reasonable attorney’s fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Town and the Contractor hereby waives entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the Town may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing contained herein shall obligate the Contractor to assume liability for or indemnify, hold harmless, or defend any Indemnified Party to the extent the Claims are caused by: (i) the negligence or willful misconduct of any Indemnified Party; (ii) the breach of any terms, conditions, covenants, representations, or warranties in this RFP or the resulting contract by the Town; or (iii) the violation of any laws, rules, regulations, ordinances, orders, licenses, or permits by any Indemnified Party.”

***Answer: The Town is not performing the services delineated in this Agreement, and as such will not be modifying the language as suggested above.***

47. Agreement Section 2 (FFF) – This Section should be deleted in its entirety and replaced with the following:

“White Goods means inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer at the Residential Service Unit at which the White Goods are placed for Collection, and all must be certified as free of Freon.”



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There needs to be explicit language that customer is responsible for having all items certified free of Freon.

**Answer: The Town is revising Section 2 – Definitions, FFF - White Goods as follows (additional text is shown as underlined, deleted text is shown in ~~strikethrough~~):**

*“White Goods means inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic appliances. White Goods must be generated by the customer at the Residential Service Unit at which the White Goods are placed for Collection. Residential Service Units are responsible to ensure freon has been removed and shall have Freon-free sticker affixed.”*

48. Agreement Section 3 (A) - Please add to this section to the next draft, “The Town hereby grants the exclusive right and privilege to Contractor to perform all of the Services set forth in the RFP. The Town may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the Town shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The Town shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.”

**Answer: The Town will incorporate some of this language into 3.A of the Agreement as follows (additional text is shown as underlined):**

**Added to the end of 3.A: “The Town may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the Town shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor.”**

49. Agreement Section 3(C) – This Section should be deleted in its entirety and replaced with the following:

“Services to be Provided. The Contractor shall provide Residential Collection Service to all Residential Service Units within the Service Area and Commercial Collection Service to all Commercial Customers within the Service Area. The Contractor shall transport and deliver all Solid Waste, Recyclable Materials, and Bulk Waste collected pursuant to this Contract to the facilities designated herein. Contractor agrees and understands that the Residential Bulk Waste is not required to be containerized in cans or plastic bags. The Contractor further agrees and understands that Contractor



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is responsible for collecting any Residential Waste that has spilled or is no longer containerized as a result of the actions of the Contractor. The Town acknowledges and agrees that the Contractor shall have no obligation to collect litter or spillage not caused by the Contractor's actions."

Contractor should not be responsible for cleaning up litter caused by others entirely outside of Contractor's control.

**Answer: No, the Town will not make this revision. Note that Section 3.C in the Agreement already states in relevant part "...unless such spillage is clearly not caused by the Contractor or an employee of the Contractor."**

50. Agreement Section 4(B)(1) - Please add to this section that the Town must notify Contractor no later than 120 days prior to any expiration if it intends Contractor to provide service to the Town for up to 180 days beyond expiration.

**Answer: Yes, the Town is revising Section 4.B. (1) of the Agreement as follows (additional text is shown as underlined, deleted text is shown in ~~strike through~~):**

*"Should the Town choose not to exercise the renewal option of this Agreement, or should no renewal options remain, the Town anticipates awarding a new agreement at least six (6) months prior to the expiration of this Agreement or any subsequent renewals. In the event a new agreement has not been awarded within such time frame, the Contractor agrees to provide service to the Town for up to an additional one hundred and eighty (180) day period beyond the expiration of the Agreement, provided the Town requests said services, in writing, ~~at such time~~ within one hundred twenty (120) days prior to expiration. The service rates for this additional period will be adjusted as they normally would on October 1 as specified in Sections 12 and 13 of this Agreement."*

51. Agreement Section 5(K) – This Section should be deleted in its entirety and replaced with the following:

"Spillage. The Contractor shall clean up any Residential Solid Waste spilled from a Container by the Contractor or its employees or Residential Bulk Waste spilled or scattered by the Contractor or its employees. Care shall be taken by Contractor employees to prevent damage to Containers by unnecessary rough treatment. The Town acknowledges and agrees that the Contractor shall have no obligation to collect litter or spillage not caused by the Contractor's actions."

**Answer: No, the Town will not delete Section 5.K of the Agreement which describes the Manner of Collection. In regard to Section 5.L of the Agreement relating to spillage, the Town is revising Section 5.L Spillage to match the language already included in Section 3.C as follows (additional text is shown as underlined, deleted text is shown in ~~strike through~~):**

*"Spillage. The Contractor shall clean up any Residential Solid Waste spilled from a Container by the Contractor or its employees or Residential Bulk Waste spilled or*



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*scattered by the Contractor or its employees. Care shall be taken by Contractor's employees to prevent damage to Containers by unnecessary rough treatment. Contractor is not required to clean up spillage that is clearly not caused by the Contractor or an employee of the Contractor.*

52. Agreement Section 6(A)(3) – Please clarify that this is per contract term (not just initial term and that it includes renewals) and not any other frequency.

**Answer: Yes, the intent of Section 6.A (3) is that Residential Service Units may only request an exchange of cart size at no cost once during the initial term of the Agreement. If a Residential Service Unit requests an exchange of cart size an additional time(s) or after the initial term of the Agreement, the Contractor may charge the Residential Service Unit for the exchange.**

53. Agreement Section 6(B)(3) – Please clarify that this is limited to one (1) additional recycling cart per Residential Service Unit.

**Answer: Yes, the intent of 6.B.(3) is that a Residential Service Unit may request one additional Recycling Cart. Contractor may charge the Residential Service Unit the monthly additional cart fee accordingly.**

54. Agreement Section 7(A) – The following language should be added to the end of this Section:

“The residents of the Town shall not deposit in the Contractor’s equipment or place for collection by the Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state, or local laws or regulations (“Excluded Waste”). Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any waste which is, or which the Contractor reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the resident/business/generator of such Excluded Waste, even if the Contractor inadvertently collects and disposes of such Excluded Waste. If the Contractor finds what reasonably appears to be discarded Excluded Waste, the Contractor shall notify such resident/business/generator and the Town that the Contractor may not lawfully collect such Excluded Waste.

Contractor needs reasonable language inserted into the final agreement related to liability for “Excluded Waste.”

**Answer: No, the Town will not make the requested revisions. Note that the definition of Exempt Waste includes Biohazardous or Biomedical Waste, Hazardous Waste (see Section 2 – Definitions, item EE in the Agreement). Section 3.D states the Contractor is not obligated to collect Exempt Waste. Section 7.A of the Agreement explicitly states that a non-collection notice should be left if Exempt Waste is set out by a Residential Service Unit.**



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55. Agreement Section 12(F) - As the CPI is a formula and it is capped as a matter of contract, the increase/decrease should not be at the discretion of the Town, but rather as a right that is exercised administratively by Town staff. Please revise this section to remove any discretion to award.

**Answer: No, the Town will not revise CPI language any further than was modified in Q22 and Q23 in Addendum 1.**

56. Agreement Section 20(F) – The following language should be added to the end of this Section:

“The Town warrants that the Town’s pavement, curbing or other driving surface or any right of way reasonably necessary for the Contractor to provide the services described herein are sufficient to bear the weight of all of the Contractor’s equipment and vehicles reasonably required to perform such services. The Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and the Town agrees to assume all liabilities for any such damage, which results from the weight of the Contractor’s vehicles providing service hereunder, except to the extent resulting from the negligence or willful misconduct of the Contractor.”

Contractor is willing to be responsible to damage caused by its own negligence or willful misconduct, but it is not willing to be an insurer for the Town’s pavement. The Town must ensure that its pavement and curbing is sufficient to carry the weight of Contractor’s vehicles.

**Answer: No, the Town will not add the requested language to Section 20.F of the Agreement.**

57. Agreement Section 20(H) – This Section should be deleted in its entirety and replaced with the following:

“The Contractor agrees that it is in the best interest of the Town that all Residential Collection Service be provided on the scheduled Collection day. Accordingly, missed Collections will normally be collected in accordance with Subsection C above. However, in the event the Contractor does not address a missed Collection complaint in accordance with Subsection C because it believes such complaint to be without merit, the Contractor shall immediately notify the Contract Administrator in writing. For the avoidance of doubt, “missed Collections” do not include containers that were not collected as the result of: (i) a customer’s failure to place his/her container at the curb on time, (ii) Excluded Waste, (iii) contaminated Recyclables, (iv) overweight container, or (v) other justified non-Collection matter.”

**Answer: Yes, the Town is revising Section 20.H of the Agreement as follows (additional text is shown as underlined, deleted text is shown in ~~strikethrough~~):**

*“Contractor agrees that it is in the best interest of the Town that all Residential Collection Service be provided on the scheduled Collection day. Accordingly, missed Collections will normally be collected in accordance with Subsection C above*





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*regardless of the reason that the Collection was missed. However, in the event the Contractor does not address a missed Collection complaint in accordance with Subsection C because it believes such complaint to be without merit, as may be the case for (i) a Residential Service Unit's failure to place Carts at the curbside by 7:00 a.m.; (ii) a non-collection notice was left on the Container in accordance with Section Z. Contractor shall immediately notify the Administrator in writing. The Administrator will investigate all disputed complaints and render a final and binding decision.*

58. Agreement Section 21 – The following new subsection should be added to the end of this Section:

“O. Notwithstanding anything contained herein to the contrary, the Town shall have no right to request, audit, review, or otherwise inspect any of the Contractor’s confidential, proprietary, or privileged information, as determined in the Contractor’s reasonable discretion.”

Contractor needs the reasonable ability to protect its confidential, proprietary, and privileged information.

**Answer: No, the Town will not make the requested revisions. See Section 21.B, 21.C, 21.D, and 21.N of the Agreement, which already explain the procedures for confidential or propriety information.**

59. Agreement Section 22 - The penalties herein are punitive and are too high to be enforceable. It is well-settled Florida law that parties to a contract may stipulate in advance the amount that is to be paid or retained as administrative/liquidated damages in the event of a contract breach. Florida courts often find such clauses invalid “where their purpose is to deter a breach,” rather than serve as a means of recouping actual damages. Where there is doubt as to whether a provision is a penalty or a proper liquidated damages clause, the tendency of the courts is to construe a provision for payment of an arbitrary sum a penalty rather than one for liquidated damages.

For a liquidated damages clause to be deemed valid, it must satisfy two conditions. First, the damages stemming from the alleged breach must not be readily ascertainable. Second, the sum stipulated to be forfeited must not be so grossly disproportionate to any damages that might reasonably be expected to follow from a breach as to show that the parties could have intended only to induce full performance, rather than to liquidate their damages. The Town’s penalties here do not meet this test and must be revised to reflect actual damages the Town may suffer. Please revise to be in line with Florida law.

**Answer: The Town disagrees with this assertion and will not be amending its language.**

60. Agreement Section 22(A) - (after table) – This Section should be deleted in its entirety and replaced with following:



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“The Contract Administrator may assess liquidated damages pursuant to this Section at any time during the term of this Contract. The Contractor Administrator shall notify the Contractor in writing of the liquidated damages assessed and the basis for each assessment. In the event the Contractor wishes to contest such assessment, within five (5) Work Days of receipt of written notice, Contractor shall request in writing a meeting with the Contract Administrator to resolve the issue. The Town shall notify the Contractor in writing of any action taken with respect to Contractor's claims within five (5) Work Days of such meeting. The decision of the Town Administrator may be appealed to the Town Council by Contractor upon written notice to the Town Administrator. The Contractor shall have any and all rights available to it, at law or in equity, to challenge any decision may by the Town and/or the Contract Administrator regarding the assessment of liquidated damages. If the Town assess liquidated damages as provided for herein, such damages shall be the Town’s sole and exclusive remedy for such breaches.”

**Answer: No. The Town will not be eliminating this language.**

61. Agreement Section 23(A) – This Section should be deleted in its entirety and replaced with the following:

“In the event of a hurricane, tornado, major storm, natural disaster, or other such event, the Contractor may cease, or otherwise modify, any and all services provided for hereunder in order to ensure the safety of the Contractor’s employees and the other members of the community, as well as to protect the Contractor’s property. However, Contractor shall make commercially reasonable efforts to resume regular Collection service as soon as possible. As soon as practicable after such event, the Contractor shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular Collection services may be resumed.”

Contractor needs the ability to determine when it is safe for services to be performed, it cannot be solely dependent on the decision of the Town.

**Answer: No, the Town will not make the requested revisions. Section 23.A of the Agreement already states in relevant part “...As soon as practicable after such event, the Contractor shall advise the Administrator when it is anticipated that normal routes and schedules can be resumed.”**

62. Agreement Sections 25(A)(4) – This Section should be deleted in its entirety. (4) is a non-standard provision and outside ordinary policies.

**Answer: See response to Q16 above.**

63. Agreement Section 25(F) – This Section should be deleted in its entirety and replaced with the following:



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“Solely to the extent of the Contractor’s indemnification obligations hereunder, all required insurance policies shall preclude any insurer’s or underwriter’s rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above-described insurance.”

**Answer: No, the Town will not make the requested revisions.**

64. Agreement Section 26 – The following new subsection should be added to the end of this Section:

“G. Notwithstanding the foregoing or anything to the contrary contained herein, the Contractor shall have no obligation to indemnify the Town or the Town’s contractors, or their respective public officials, officers, agents, directors, or employees, to the extent any such claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities arise out of: (i) the negligence or willful misconduct of the Town or the Town’s contractors, or their respective public officials, officers, agents, directors, or employees, (ii) the Town’s breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by the Town or the Town’s contractors, or their respective public officials, officers, agents, directors, or employees.”

Contractor is willing to provide reasonable indemnification to the Town, but it should not be required to indemnify the Town for the Town’s own negligence or willful misconduct, the Town’s breach of the Agreement, or the Town’s violation of law. See comment to RFP Section 2.17 above.

**Answer: No. The Town will not be including the suggested language.**

65. Agreement Section 29 – The following new subsection should be added to the end of this Section:

“If during the Term of this Contract the Town shall be in breach of any provision of this Agreement, the Contractor may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the Contractor has given written notice of such breach to the Town and the Town has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the Contractor may terminate this Agreement by giving the Town written notice of such termination, which shall become effective upon receipt of such notice.”

Contractor needs reasonable rights to terminate the Agreement should the Town breach its obligations to Contractor (primarily payment).

**Answer: No, the Town will not make the requested revisions. Note that Section 29.B of the Agreement already provides a description of the steps that either party can take as the “non-defaulting party.”**



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66. Agreement Section 30 – This Section should be deleted in its entirety. A party to a contract should not have the right to unilaterally change the terms of such contract, either through the passage of new laws, regulations, or ordinances (if such party is a government entity), or by amending the contract itself unilaterally.

**Answer: No, the language is specific and clear. The Town will not be deleting this provision.**

67. Agreement Section 36 – This Section should be deleted in its entirety and replaced with the following:

“In addition to any other remedy provided by law, the parties may mutually agree to use arbitration or mediation to resolve any controversy or claim arising out of or relating to this Contract. Any controversy or claim arising out of or relating to this Contract, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event arbitration is agreed to by both parties in writing, such controversy or claim shall be submitted to arbitrators selected from the National Panel of The American Arbitration Association.”

**Answer: No, the Town will not be amending this Section.**

68. Agreement Section 37 – This Section should be deleted in its entirety and replaced with the following:

“The failure of either party, at any time, to require performance by the other party of any provision hereof shall in no way affect the right of such party thereafter to enforce same, nor shall waiver by such party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.”

**Answer: No, the Town will not be amending this Section.**

69. Agreement Section 41 – This Section should be deleted in its entirety and replaced with the following:

“Each party hereto shall conduct its operations under this Contract in compliance with all applicable Federal, State and local laws and regulations.”

**Answer: No, the Town will not be amending this Section.**

70. Agreement Section 43(A) - Please amend this section to permit an assignment as a right to an affiliated company of Contractor. Additionally, the Town’s consent to assignment pursuant to this section should not be unreasonably withheld. The Contractor requires reasonable rights to assign its rights under the agreement.

**Answer: See response to Q44 above.**



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71. Agreement Section 43(B) - Please delete everything after the first 2 sentences. It is entirely unreasonable for the Town to unilaterally decide, and mandate that the Contractor agree in advance, to these provisions.

**Answer: No, the Town will not be amending this Section.**

72. Agreement Section 43(C)– This Section should be deleted in its entirety. It is entirely unreasonable for the Town to unilaterally decide, and mandate that the Contractor agree in advance, to these provisions.

**Answer: No, the Town will not be amending this Section.**

73. Agreement Section 52 - The Most Favored Nations clause in this section must be deleted. The Contractor operates on a statewide basis and enters into many contracts. Each one has its own set of circumstances and nuance and cannot be evaluated against any other government entity. Each one has its own geography, requirements for equipment, staffing, disposal, etc., and is impossible to offer to any other community. Accordingly, this Section must be deleted in its entirety.

**Answer: See response to Q20 above.**

74. Agreement: Please add to this section to the next draft, Customers and Town must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any customer or Town fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities.

**Answer: No, the Town will not add the requested language. Note that Section 7.B of the Agreement that allows the Contractor to leave a non-collection notice and not collect the contaminated recyclable materials. Also note, Proposers may propose what materials will be considered Program Recyclables as described in Section 2.2 of the RFP.**

75. Agreement: Please add to this section to the next draft, notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer or Town (excluding normal wear and tear), the customer or Town (as applicable) will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.

**Answer: No, the Town will not add the requested language. Note that Section 6.C. (4) of the Agreement already states in relevant part “The cost of replacing Carts due to loss, theft (without a documented police report), or destruction through no fault of the Contractor shall be charged by the Contractor to the Residential Service Unit for an amount not to exceed the Rate schedule set forth in Exhibit 1.”**



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76. Agreement: Please add to this section to the next draft, Unless otherwise required, any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, customers or Town (as applicable) shall have care, custody, and control of the equipment while at the service locations. Customers and Town shall not overload (by weight or volume), move, or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and Town must provide unobstructed access to the equipment on the scheduled collection day. The word “equipment” as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.

**Answer: No, the Town will not add the requested language. Note that Section 6.F of the Agreement states “Ownership of Carts provided by Contractor shall rest with the Contractor until expiration or termination of this Agreement, at which point ownership and warranty transfer shall rest with the Town.”**

77. Bid Document- Page 15- Section 3.1- What size SW carts are you requesting? What size are the current recycling carts? Do the recycling carts need to be replaced?

**Answer: The standard size for Solid Waste Carts shall be approximately 96-gallons and the Residential Service Units will have the option to exchange the Solid Waste Cart for a smaller cart of approximately 65-gallons. Recycling Carts are approximately 65-gallons. The existing Recycling Carts do not need to be replaced.**

78. Bid Document Page 36- Exhibit 1- Other than the MOU with the County is there does not appear to be designated disposal site for the solid waste, recyclable material bulk waste? Can we assume it's our decision with Town approval?

**Answer: Yes, the Contractor will select the designated facilities, as described in Section 10 of the Agreement.**

79. Bid Document Page 37 Exhibit 5D- Are the special collection rates included in the tabulation?

**Answer: Regarding Appendix B – Price Schedule, Exhibit 1 – Residential Rates, items related to Special Collection Services (5.D of the Agreement), on page 38, the proposed price for “Additional Solid Waste Cart, per additional Cart per month” shall include the cost of the additional Cart itself in the monthly Rate (no separate charge for the Cart itself). The only time the Contractor may charge a Residential Service Unit the \$75 charge is if a Residential Service Unit requests to exchange the size Cart after the first time an exchange has been requested, as described in Section 6.A. (3) of the Agreement. Also see response to Q9 above.**

80. Exhibit A Agreement- Page 4-Section II Definitions- The initial period from April 1, 2023 until January 31, 2024? Page 1-Section 1B states the initial term to be from April 1, 2023-September 30, 2030. Please clarify.



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**Answer: The definition for “Initial Period” was deleted in Addendum 1, Q16 as it related to the performance incentive retainage process that has been eliminated in its entirety. The initial term of the Agreement is from April 1, 2023 through September 30, 2030 (a seven and a half year initial term).**

81. Exhibit A Agreement- Page 6-Section VV- Is Recyclables considered Residential Waste?

**Answer: Residential Waste is comprised of Solid Waste, Program Recyclables & Bulk Waste as defined Section 2.VV.**

82. Exhibit A Agreement- Page 20- Section 11- Town Services- Question 21 on Addendum 1 did not clarify the question. Rolling Oaks does not specify the number of 8 yard, etc.

**Answer: For the locations with TBD indicated, the Town does not expect the service would exceed one 8 cubic yard dumpster.**

83. Exhibit A Agreement- Page 23-Section F4- contract or delivers rate adjustment no later than May 1, but section F1 indicates the measurement period to be the 12 month period ending in April. This index will not be published until mid-May, therefore it would be impossible to request and adjustment on May 1.

**Answer: Yes, the Town is revising Section F4 of the Agreement as follows (additional text is shown as underlined, deleted text is shown in ~~strikethrough~~):**

*“Notwithstanding anything else contained herein, there will not be a CPI adjustment to increase the Rates unless the Contractor delivers a written request for a CPI adjustment to the Administrator ~~on or before~~ during ~~May 4~~ May 1 of the then current Operating Year to become effective on October 1st in the year of request.”*

84. Exhibit A Agreement- Page 23-Section F8- the alternate index should be mutually agreed upon.

**Answer: See response to Q13 above.**

85. Exhibit A Agreement- Page 24-Section 12G-Notification of tipping fee change is not always available 60 days before the implementation date. Please change the notification date to: within 10 days of facility notification to the Contractor.

**Answer: No, the Town will not be amending this Section. The 60 days’ notice prior to July 1<sup>st</sup> is necessary to conform with the annual potential CPI adjustment.**

86. Exhibit A Agreement- Page 24-Section 12I2- Repayment months inconsistency-written “thirty”, numerical “44”. It probably should be forty-four.

**Answer: Yes, the Town is revising Section 12I2 of the Agreement as follows (additional text is shown as underlined, deleted text is shown in ~~strikethrough~~):**



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*“(2) The remaining forty-four thousand six hundred eighty dollars (\$44,680) will be credited against the Contractor’s monthly invoices at one thousand (\$1,000) per month for ~~ninety~~ forty-four (44) months, and six hundred eighty dollars (\$680) in the forty-fifth (45) month, beginning the second month of the Agreement term.”*

87. Exhibit A Agreement- Page 26-Section 13A- Is it the intension of the Town that contractor pays franchise fees on bad debts?

**Answer: Yes, The Contractor shall be responsible for the billing and collection of payments for all Commercial Collection Service. The Town shall not be held liable for Contractor's failure to bill or collect for Commercial Collection Service. The Contractor shall always be liable to the Town for any Franchise Fee that was or should have been collected and remitted to the Town., as described in Section 13A of the Agreement.**

88. Exhibit A Agreement-Section 8.1- Due to our cybersecurity vigilance we may not be able to allow third party access to our network. Would the town consider and alternate method to provide this information?

**Answer: See response to Q39 above. As long as the Contractor can provide the Town with the metrics detailed in Section 6.E – Asset Management Database in the Agreement, it is not necessary for the Town to have the ability to “log in” to the database.**

**However, please note that as described in several places in the RFP and Agreement, software interface is important to the Town to streamline communications as much as possible. Proposers should describe their approach to software interface with the Town in Chapter 4 – Implementation Plan, of their Proposal.**

**QUESTIONS REGARDING ADDENDUM 1**

89. Subcontracting - With bulk being the driving force in pricing and the use of a subcontractor could be a tool for the bidders in keeping the price competitive by either using a subcontractor exclusively or in part, having permission not be unreasonably withheld will give confidence to the bidder making subcontracting part of his submittal.

Current Sentence: The contractor shall not employ subcontractors without the advance written permission of the Town.

Question-Will the Town reconsider replacing the above sentence with the revision of the verbiage in the below sentence?

Revision: The contractor shall not employ subcontractors without the advance written permission of the Town, said permission shall not be unreasonably withheld.

**Answer: No, the Town is not willing to make the suggested change.**





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90. Section 12 F Question- With current CPI at nearly 9% nationally and close to 10% in Florida, We are asking again would the Town consider removing the limit of up to 6% and just leave the increase to the CPI?

**Answer: No, the Town will not be further amending this Section beyond what was amended by Q22 in Addendum 1.**

91. SECTION 5 RESIDENTIAL COLLECTION SERVICES Current Sentence: The Contractor shall provide Residential Solid Waste Collection using Automated Collection Service to all Residential Service Units in the Service Area two (2) times per week with not less than forty-eight (48) hours or more than seventy-two (72) hours between regularly scheduled pickup days, [alternate: one (1) time per week] with the exception of Holidays as set forth herein. To the greatest extent possible, Contractor shall maintain the existing Collection schedule, unless a modification is approved by the Administrator.

Question: Would the town please clarify and correct the verbiage in the above sentence to the below proposed revision, including the Semi-Automated option?

Revision: The Contractor shall provide Residential Solid Waste Collection using Automated or Semi- Automated Collection Service to all Residential Service Units in the Service Area two (2) times per week with not less than forty-eight (48) hours or more than seventy-two (72) hours between regularly scheduled pickup days, [alternate: one (1) time per week] with the exception of Holidays as set forth herein. To the greatest extent possible, Contractor shall maintain the existing Collection schedule, unless a modification is approved by the Administrator.

**Answer: No amendment to the language is necessary. See Section 2 – Definitions, item E in the Agreement which defines “Automated Collection” as either fully automated or semi-automated.**