

CITY OF DUNNELLON  
Request for Proposal Inquires and Addendum #1 for #RFP2024-03

The following questions, inquiries or requests have been received during the Pre-bid Conference on Monday, May 13, 2024, at 2:00 p.m. and via email on May 16<sup>th</sup> and May 20<sup>th</sup> 2024.

1. Please confirm closing time for questions on 5/20/2024 is 2:00 pm as discussed in the pre-bid meeting. **City Response: 2:00 is correct. This has been corrected on Page 1 of the RFP.**

2. Please confirm that a Letter of Interest/Cover Letter can be included in the package as discussed in the pre-bid meeting. **City Response: This is acceptable.**

3. Please identify how many multi-family properties are included in this RFP and the service levels associated with each location. **City Response: Any multi-family homes serviced by curbside collection are included in the curbside route count. Any multi-family homes serviced by dumpster are treated as a commercial entity paying commercial rates.**

4. Please confirm that disposal is to be included in the rates for residential collection as discussed in the pre-bid meeting. **City Response: Yes, that is correct.**

5. Please confirm that disposal is to be included in the rates for commercial collections as discussed in the pre-bid meeting. **City Response: Yes, that is correct.**

6. Please verify if there is a limit on number of 19-gallon bins hauler is to supply residents for recycling if the City elects that option in Fee Proposal – Form B? **City Response: No**

7. Please explain how you would like for proposers to address the 15% franchise fees in the bid submittal, whether to include them in the bid prices or add them after the bid for billing purposes. Most times it is added after the bid submittal so the City can see the true costs associated. **City Response: The 15% franchise fee for commercial collection, if paid by the customer, should be reflected in the total cost to the customer in the fee proposal.**

8. Please verify that annual CPI can be applied to the base rates submitted in the Fee Proposals starting on the first-year anniversary of the contract? **City Response: Yes, that is correct.**

9. Please revise the language in the sections of RFP and sample contract that relate to “Adjustment to Disposal Component of Rates and Charges” as it will be applied regarding the minimum 10% rate of increase clause. We would like to request that disposal increases be a straight pass through as it relates to that component of the services provided. We would like to request that the language mirror the language for disposal rate decreases in the same section.

The proposers do not have any control over the costs associated with disposal. This is the norm in the industry and ensures the City will secure the best pricing upfront. Is this request acceptable? If not, it may prohibit us from making a competitive offer by having to protect ourselves from the potential of disposal increases in the future that do not rise to the 10% level. An example is in Pinellas County they have a set 6% increase for disposal built in for the next three years, in this case that would be over an 18% increase in disposal costs over that timeframe that proposers would not be able to recoup. **City Response: Staff doesn't support this request. However, this would be negotiable in a final contract.**

10. The RFP and sample contract mentions that if supplied 50-gallon containers are needed for residential customers due to a mechanical arm being utilized on trucks it will be the responsibility of contractor to supply. Can this be changed to 64-gallon, or 96-gallon carts will be supplied by the contractor to be consistent with the standard equipment being utilized for collections in the industry?

Same question regarding commercial customers that want contractor supplied containers. This was addressed in the pre-bid meeting as acceptable, please verify. **City Response: This is acceptable.**

11. It states that "Proposal Submittal" are to be submitted in an "opaque, sealed envelope", will it be acceptable to use proposal binders sealed in a box with the proper identification on it? This was addressed in the pre-bid meeting as acceptable, please verify. **City Response: This is acceptable.**

12. On the Questionnaire Form as it relates to experience where it asks about contracts in the last 3 years that fall into the different service categories listed, can a contractor submit a sampling of contracts that qualify as we have over 100 exclusive franchise agreements in Florida? This was addressed in the pre-bid meeting as being acceptable, please verify. **City Response: This is acceptable. As discussed, please limit to (5) five contracts that are most comparable to current services provided to the City. Bidder may attach additional pages if necessary.**

13. In the Evaluation Criteria & Weighting section it lists "20% for Year-to-Year Price protection", where would you like proposers to address that section in their submittals? **City Response: It is our position that the RFP is designed to ensure Year-to-Year price protection. The proposals would be weighed equally in this category.**

14. In Draft Contract under 11.02 Other City Waste Disposal, Unscheduled – please provide an approximate number of events that contractors can expect to provide event boxes and dumpsters for? **City Response: 2-3**

15. It states on page 57 of RFP it states that a \$4.50 per account admin fee is included in commercial hand-stops and commercial dumpsters accounts. Please verify that this does not apply to commercial accounts as discussed in the pre-bid meeting. **City Response: A 15% Franchise fee based on commercial gross revenues is paid to the City. No other fees are billed or paid to the City.**

16. Currently if the Covanta WTE closes for planned or unplanned maintenance, does the hauler have to separate the various waste and recycling streams or can they continue to comingle the materials and use a state approved disposal site/landfill for disposal? Please explain how to handle going forward should the City elect to stay with the Covanta/incineration option. **City Response: There would be no need to separate the waste unless required by the approved disposal site.**

17. Please verify that the bid surety bond (Bid Bond) will be 10% of the estimated total annual revenue of the contract (including commercial collections) and can be placed in the Fee Proposal section of submittals as discussed in the pre-bid meeting. **City Response: Yes, and this is acceptable.**

18. Please provide the amounts of Liquidated Damages that have been assessed over the past 12 months, if any, as they relate to performance as outlined in Exhibit II. **City Response: None**

19. On page 43 of the RFP that lists the size and frequency of service on commercial accounts, it lists (3) – three (3) yard containers serviced 1 time per week. The 3-yard Front Load container is no longer a standard size in the industry, can the proposer meet with the businesses and recommend either a 2 yard or 4-yard container based on the needs of the customer when we perform the field audits? **City Response: Yes, this is acceptable.**

20. On page 43 of the RFP that lists the size and frequency of service on commercial accounts, it lists (1) – four (4) yard Front Load Compactor serviced 1 time per week. Can the City verify if this unit is customer owned so that one will not need to be provided by the proposer? Also, this unit will need to be priced differently as disposal costs will be 3 to 4 times higher than a normal non compacted front load container, does the City want us to add this price to the additional charges section? **City Response: The compactor is owned by Walgreens. Yes, this can be added to additional charges.**

21. Section 5.06 – Contractor supplied recycling bins. Will the City accept alternate bids for recycling services? **City Response: Yes**

22. From the Pricing Sheets- on page 40, 41, and 44...please define what is meant by the following? (5-year fixed rate for all commercial collection) **City Response: City position is the rate is fixed with the exception of the annual CPI and other allowable adjustments.**

23. Is the intent of the City that rates will be increased annually by the Garbage and Trash Index (G&T CPI) starting year two and for subsequent years of the contract? **City Response: Yes, same as question #8.**

24. Should the monthly charge for Commercial cans include or exclude Disposal and/or Franchise fees on pages 41 and 42? If Disposal and Franchise Fees are to be included, will the pricing forms be changed to allow for itemization? **City Response: All costs for commercial collection, if paid by the customer, should be reflected in the total cost to the customer in the fee proposal.**

25. Termination for Default/Breach of Contract (pg. 9) and Section 16.00 of Draft Contract – Would the City agree to give the contractor 30 days to cure any material breach?

26. Termination for Default/Breach of Contract (pg. 10) and Section 16.00 of Draft Contract -Would the City agree to mediation as one of the steps in resolving a dispute between the parties?

27. Would the City agree to include language in the parties' contract that neither party is liable to the other for incidental or consequential damages?

28. Indemnification and Accidents & Claims page 11 – Would the City agree to include language in the parties' agreement stating that Contractor has no obligation to indemnify the City for claims arising from the City's negligent or wrongful conduct?

29. Would the City consider adding language to the contract that the Contractor may suspend services during storm conditions, including when winds exceed 30 MPH?

**City Response to 25 – 29: The contract is a sample contract, subject to discussion/negotiation between the parties. Staff cannot reject or accept a proposed change as those decisions are made by the City Council.**

30. Please confirm that Section 4(b) does not apply in circumstances where a Force Majeure event exists? **City Response: Confirmed.**

31. Would the City agree that changes in the disposal costs shall be implemented and charged to the City as soon as the change in disposal rate goes into effect? (see Section 13). **City Response: The contract is a sample contract, subject to discussion/negotiation between the parties. Staff cannot reject or accept a proposed change as those decisions are made by the City Council.**

32. Section 13.02 of the Draft Contract -- Would the City agree that any change in disposal cost can be requested by the Contractor even if the change is less than a 10% increase? **City Response: Staff doesn't support this request. However, this would be negotiable in a final contract.**

33. Exhibit II Liquidated Damages -- Would the City agree to add language to the parties' contract stating that Contractor shall receive notice from the City of any liquidated damages the City seeks to impose within 30 days of the event giving rise to the liquidated damages? **City Response: The contract is a sample contract, subject to discussion/negotiation between the parties. Staff cannot reject or accept a proposed change as those decisions are made by the City Council.**

34.Exhibit II Liquidated Damages – Would the City agree to define the “failure to complete a route” as the failure to service more than 3% of the residences on a particular route? **City Response: this seems reasonable if this is interpreted to mean at least 97% of the route was completed, and it is not a recurring problem.**

35.Exhibit II Liquidated Damages – Would the City agree to change #4 to state “Failure to provide documents and reports within the time frames and with the specificity required by the terms of the contract” so as to remove any ambiguity/subjectivity about timeliness/accuracy? **City Response: Yes**

36.Section 3.08 of the Draft Contract – Please confirm that this section can be revised to make clear that Contractor is only required to collect Solid Waste for disposal that is placed within a Garbage Receptacle?

37.Section 3.12 (Storms, Hurricanes, Acts of God) of the Draft Contract – Would City agree to change “may” to “shall grant” to ensure the safety of contractor’s employees and the public?

38.Section 5.05 (Contaminated Recycling Materials) of the Draft Contract – Can language be added making clear that Contractor has no obligation to inspect the contents of each Recycling Bin container?

39.Section 13.01 – Would the City agree to change “may be adjusted” to “shall be adjusted upon request” to reflect that the CPI increase is not discretionary?

40.Section 13.05 – Would the City agree to add language that if the parties cannot come to a good faith agreement, then either party may terminate upon 180 days’ notice?

**City Response to 36 – 40: The contract is a sample contract, subject to discussion/negotiation between the parties. Staff cannot reject or accept a proposed change as those decisions are made by the City Council.**

41.Insurance – Please confirm Professional Liability insurance is not required? **City Response: Not required.**

42.Insurance – Please confirm that the Contractor’s SIR (self-insured retention) need not be disclosed or changed? (The Contractor’s insurance policies are administered on a company-wide basis and the SIR cannot be changed for individual contracts). **City Response: Confirmed, so long as the City is reasonably assured of required coverage.**

43.Insurance –Please confirm that City does not require submission of complete insurance policies (which contain confidential business information) or that the City would accept redacted versions? **City Response: City would accept redacted versions. Certificate of Insurance is required.**