



Posted Date: February 10, 2022

Solicitation No.: RFP220049BJB

Solicitation Name: Solid Waste and Recycling Collection Franchise Agreement – Service Area 4

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. OPEN DATE / PROPOSALS DUE EXTENSION:

FROM: February 25, 2022, at 2:30 PM

TO: March 4, 2022, at 2:30 PM

2. ATTACHMENTS:

- REVISED MINIMUM QUALIFICATIONS FORM # 9

3. REVISIONS TO QUALIFICATIONS REQUIREMENT

The minimum qualifications within Tab 1 have been revised to reflect that the Proposer shall demonstrate its relevant experience successfully providing curbside collection and services similar to those required by the County. To demonstrate this ability, Proposer shall attest to the following minimum qualifications:

- o A minimum of two (2) service areas similar in size to the County's with successful operations with present or prior corporate entities (as operated by the public corporation or principals) within the past seven years. Service areas identified must demonstrate the ability of proposer to collect and deliver a minimum of 110,000 tons annually **(aggregate for identified areas).**

The Minimum Qualifications Form # 9 has been revised for the CONTRACTOR to attest to the experience required and is attached to this addendum. Revised form must be included with your proposal.

4. QUESTIONS/ANSWERS

1.	In the RFP document, on page 11 Section 29.2.1 it specifies contract term of one (1) three (3) year period with three (3) year renewal options. However, on page 24 Project Term of the RFP document, it specifies a term of seven (7) years with an option to extend for one (1) three (3) year period. Will you please clarify the contract terms for this solicitation?
Answer	Section 29.2.1. states: "Unless otherwise stated in the scope of work, specifications, or special conditions the default contract term shall be for one (1) three (3) year period with three (3) year renewal options." Therefore, and as stated in the Special Conditions on page 24, the term of the agreement shall be for one (1) seven-year (7) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for an

	additional renewal term of one (1) three-year (3) period. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
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2.	When is the start date for Service Area 4?
Answer	The current contract expires on September 30, 2022. It is anticipated that the new contract will begin October 1, 2022.

3.	Is Vegetative Waste collection unlimited? Is Bulk Waste collection unlimited? If the answer is YES to either or both, Per Page 6, Section 10; Will the County consider a proposal with limited Vegetative and Bulk Waste Collection?
Answer	Yes, the collection is unlimited. No, the County will not consider a proposal with limited Vegetative and Bulk Waste Collection.

4.	What is the contract start date?
Answer	The current contract expires on September 30, 2022. It is anticipated that the new contract will begin October 1, 2022.

5.	Is new equipment required?
Answer	No, new equipment is not required. As per the draft agreement, The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform the contractual duties specified in this Agreement.

6.	Will the County remove the cancellation for convenience?
Answer	No.

7.	Tab 1: Qualification of Firm / Experience: Is the 110,000 tons an aggregate number? Example: 2 separate contracts totaling 110,000 tons annually. If the answer is "NO", will the County accept a tonnage trending report from a Proposer that shows a trending 110,000 tons annual from a contract that has not yet completed two years however has a very long term?
Answer	Revisions have been made to the qualification requirement. See section 2 within this addendum reflecting change and attached Revised Minimum Qualifications Form # 9.

8.	Will the County consider combining collection services to help reduce the cost to the resident and haul materials to the Waste-to-Energy facility?
Answer	No.

9.	Would the County consider extending the submittal due date?
Answer	The submittal due date has been extended. Due date shall now be March 4, 2022 at 2:30 p.m.

10.	The new contract is scheduled to start 10/1/2022. Can the current contract be extended?
Answer	The County reserves the right to extend the contract with the current Vendor should it be necessary. At this time, the County is reviewing this request and will answer in a future addendum.

11.	RFP pg. 24 Special Conditions #1 Project Term – Term is listed as one (1) seven-year (7) with an additional renewal term if mutually agreed of one (1) three-year period. In the draft Contract page 2 section 1 Term states the term as one (1) seven-year term and upon written mutual approval of both parties may unilaterally extend the Term of this Agreement for an additional two, one-year extensions. Can you please clarify the correct initial term and renewal term for this project?
Answer	The term of the agreement shall be for one (1) seven-year (7) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for an additional renewal term of one (1) three-year (3) period. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The draft agreement will be revised prior to its final execution.

12.	Draft Contract page 2 section 1, Term - Does the County agree that any renewal term must be based upon mutual consent of the parties?
Answer	Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for an additional renewal term of one (1) three-year (3) period. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

13.	RFP Pg. 6, Sec. 11.1 (Additions, Revisions, & Deletions) – This section states “additions, revisions, or deletions” that “change the intent” of the solicitation will not be considered. Does that mean if the Contractor takes exceptions to certain terms in the RFP then its proposal will be deemed non-responsive?
Answer	If a Contractor takes an exception, that should be brought up during the solicitation period. It should be formatted in the form of a question and submitted prior to the cut-off time for questions. The County will provide a response accordingly in a future addendum.

14.	RFP Pg. 12, Section 29.6.1 - Can the right to terminate for convenience be removed, or alternatively, made a mutual right for both parties?
Answer	No.

15.	Draft Contract page 2 section 2 Definitions – Bulk Waste- would the County consider adding a weight limit on an item of bulk? Unlimited weight can pose an operational collection safety issue.
Answer	No. The County ordinance prevents limitations on bulk collection.

16.	Draft Contract page 7 section 2 Definitions – Uncontrollable Forces – will the County consider adding pandemic to the list of Uncontrollable Forces?
Answer	Pandemic is covered under “Epidemic”.

17.	Draft Contract page 10 section 4 A.2 – this section states that if Contractor chooses to use automated residential collection vehicles, change to automation must be approved by Contract Administrator prior to implementation. It appears that the RFP is only for manual collection, will the County accept an alternate proposal for automated services?
Answer	No. Historical experience shows fully automated service is not appropriate for Area 4.

18.	Draft Contract page 10 section 4.A.2 – Contractor has the option to provide carts for automated solid waste collection. If the Contractor provides new automated carts to residents, will the County consider requiring residents to place all waste material in a cart for collection (no uncartered waste at the curb)? This will increase efficiency and mitigate cost. If a resident due to volume requires an additional cart one can be made available for them.
Answer	No. The County Ordinance does not require material to be carted. Scope of work requires hauler to provide one trash cart, the county will provide up to two recycle carts free of charge however any material outside the cart must be collected.

19.	Draft Contract page 11 section 4B1 – Contractor must provide 65-gallon and 32-gallon single stream recycling containers to all homes currently receiving curbside recycling service. In addition to the single stream recycling containers residents can place an unlimited amount of additional recyclables at the curb for collection. Will the County consider requiring that all recyclable material be in the single stream recycling container with no additional material at the curb? This will increase efficiency and mitigate cost. If a resident due to volume requires an additional cart one can be made available for them
Answer	No. County will not require all recyclables to be carted. Recyclables cannot be loose. They must be placed in a container, including cardboard box, of some type.

20.	Draft Contract page 13 section 4B.7- Will the County confirm that all collected recyclables (residential and commercial) can be delivered to the Lee County Materials Recycling Facility? What percentage of non-recyclables/contamination is deemed unacceptable for that facility? What is the processing charge at the Lee County Materials Recycling Facility?
Answer	All material can be delivered to either the Materials Recycling Facility or the Lee County Transfer station. Both facilities are located at the Buckingham solid waste campus. The County deems a load contaminated when the contamination exceeds 25% by weight. Note that the disposal costs for all residential material is the responsibility of the County. Commercial recyclables are subject to the same 25% contamination maximum. If the contractor identifies commercial customers who exceed the 25% contamination rate the county will use its means to reduce contamination.

21.	Draft Contract page 14 section 4C1 – Electronics collection- This section states that the Contractor is not required to collect a disproportionate amount of electronic devices from a residential dwelling unit. Can County quantify what is a disproportionate amount of electronics?
Answer	No, the County cannot quantify the amount. County staff work closely with the contractor as a team to identify disproportionate amounts of electronics. The County has a free drop off site for electronics, and also collects electronics at over 26 field collection events per year.

22.	Draft Contract page 16 section 4F.2 and pg 23.- White Goods Handling– Most franchise agreements require that the residential customer be responsible for removal of any refrigerant/CFCs before they place a white good curbside for disposal (this ensures safe collection of the refrigerant by the responsible party/owner and removes any risk of leakage occurring). Will the County agree to such requirement?
Answer	No. The County is interested in successful alternative means and processes of collecting white goods. Any proven and successful alternative for collecting bulk and vegetative waste shared by the proposer for future reference (not this solicitation) would be appreciated.

23.	Draft Contract page 28 section 5H – Customer Agreement & Disclosure Rates – Can the County clarify that this section refers to the submittal of a Contractor service agreement for County review and approval before the start of service under the new franchise agreement?
Answer	This is an annual requirement when/if rates change.

24.	RFP Detailed Specifications page 29 section 5(a) (i) – Collection Hours & Days – States that scheduled days of collection are limited to Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday. Can the County confirm that the Contractor can provide residential collection services Monday through Saturday?
Answer	No, residential collection service is permitted to run Monday through Friday. Unless an approved holiday falls within that week and Saturday is used as a regular collection date.

25.	Draft Contract page 31 – Is the annual rate adjustment based upon the change in CPI or is it purely discretionary by the County?
Answer	CPI for annual rate adjustment. Contract language permits haulers to request an extraordinary rate adjustment. Approval is at the discretion of the Board of County Commissioners. Historical example: franchised haulers requested, and received, an extraordinary rate adjustment in 2021 above CPI adjustment due to market conditions.

26.	Draft Contract page 35 section 6F – Advance disposal fees – Can the County please clarify exactly what are Advance Disposal Fees and the instances where this would apply?
Answer	Advanced Disposal fees shall mean a fee imposed upon commercial entities or properties for failure to comply with the requirements in County Ordinance 07-25. This ordinance refers to construction and demolition material only.

27.	Draft Contract page 38 section 11. i. – Would the County remove the requirement to “employ in the local business office at least one full-time employee as a sale/business representative?”
Answer	No.

28.	Draft Contract page 39 section 13 --If the site/facility for disposal/processing is unilaterally changed by the Administrator, will the Contractor have an opportunity to seek reasonable compensation for any resulting change in related costs?
Answer	Yes.

29.	Draft Contract page 41 section 17 – Would the County be willing to allow Contractor’s customer service representatives to answer phone calls for Lee County at a location other than the onsite office?
Answer	No.

30.	Draft Contract page 42 section 18 – For missed pick-ups identified after 12 noon, would the County allow the Contractor to collect same within 24 hours (without penalty)?
Answer	No. Penalties for service failures are detailed in section 19 “Quality of Performance of Contractor”.

31.	Draft Contract page 42 section 19- This section states the failure to complete a route incurs a \$1,000 per day charge – please confirm that an incomplete route would be defined as a failure to service an entire street, etc. versus a few missed pick-up complaints.
Answer	An incomplete route would constitute 10 or more homes missed in one route.

32.	Draft Contract page 42, section 20, Natural Disasters– Does the County have a contracted storm debris collection provider?
Answer	Yes. However, the contracted hauler may be requested by the contract administrator to assist with clean-up from some natural disasters in accordance with the terms listed in this section. Rates to be negotiated.

33.	Draft Contract page 42, section 20, Uncontrollable Circumstances – Would the County add language to make clear that delays in performance due to uncontrollable circumstances will not result in imposition of administrative charges?
Answer	No. The County will assess fines for proven service failures monthly. The contract language allows the hauler to dispute fine invoices justifying uncontrollable circumstances. Discretion is of the County whether the justification is approved or denied, and fines waived or reduced.

34.	Draft Contract page 48 Indemnification – Would the County be willing to remove the language “regardless whether others may be wholly, concurrently, partially or solely negligent, or strictly liable, or absolutely liable or otherwise at fault” to make clear the Contractor’s indemnity obligation is limited to the Contractor’s own actions or inactions?
Answer	No.

35.	The draft says that the hauler can choose to use carts and that the amount a resident can place at the curb is unlimited. If the hauler does decide to use automated service will the County, consider requiring all <u>MSW</u> to be placed in a automated service container if the hauler will provide multiple containers?
Answer	No. By Ordinance 11-27 the County cannot require all material to be placed in an “automated service container.”

36.	The draft states that the contractor must provide recycle services to commercial customer that includes single stream recycles and it further states that the contractor is not allowed to charge a processing fee. Single stream commercial recycle has very low commodity value and a high processing fee for the contractor. Will the County consider excluding commercial single stream recycling from the services provided or allow a processing fee to be added?
Answer	Commercial recycling is considered open market and will be excluded from the services to be provided. The draft agreement will be revised prior to final execution.

37.	Draft Contract page 34 section 6E- Franchise Fee - we pay the county 5.5% of the total of all charges invoiced whether collected or not arising out of any services or operations conducted in the service area pursuant to this agreement except charges for commercial disposal cost and advance disposal fees. Will the county consider making a change to collected revenue in place of gross? Does this apply to commercial recycle since it is not part of the franchise agreement? Does this include disposal for commercial and industrial that is part of the franchise since that is a pass through?
Answer	No. The franchise fee for Franchise Area 4 has been reduced for the term of this agreement from 5.5% to 4%.

38.	Draft Contract page 35 section 6F- Advance Disposal Fees- Can the County clarify how this section is intended to be applied? What are the invoices that the contract must administer? Also, the Contractor is to remit to the County 90% of the amount invoiced whether the invoice was paid or not. Will the County also consider once explained if they would make the change to have the Contractor remit whatever fees are required in this section on revenues received instead of billed?
Answer	Advanced disposal fees are applied to in accordance with Ordinance 07-25. No, fees for what are billed is required. Note this applies to construction and demolition material only, which is an open market service in Lee County.

39.	Can you provide the total liquidated damages paid by the franchisees over the term of the agreement? (Note – you had mentioned that we were provided a three-year summary in the Bid Documents – I took another look and only see two years, not three.)
Answer	The total liquidated damages paid for the current contract is \$564,300. Note that the County has historically waived payment for fines less than \$5,000 per month.

40.	What company one the prior Area 4 bid and started the current contract?
Answer	Current contract was Board approved and awarded to Progressive Waste Solutions of FL, Inc. on April 21, 2015.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE. ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

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