



The Village of Key Biscayne

Addendum No. 1

Request for Proposal, Collection, Transportation and Disposal of Solid Waste

RFP No. PW-2015-1

May 13, 2015

TO ALL PROSPECTIVE CONTRACTORS:

A. AMENDMENTS TO REQUEST FOR PROPOSAL (RFP) AND FORM OF AGREEMENT

The following changes are issued to add to, modify and/or clarify the Request for Proposal (RFP) for the Collection, Transportation and Disposal of Solid Waste Services. All Contractors shall incorporate this addendum into the RFP Documents under **Attachment V-A (Addenda Acknowledgment)** and shall acknowledge receipt of this addendum via e-mail to mdominguez@keybiscayne.fl.gov.

Attachment IV-A of the RFP - (Proposed Schedule of Prices) is hereby replaced with the attached form, **Attachment IV-A (Revised Proposed Schedule of Prices)**. All prospective contractors shall utilize and submit with their proposal the revised Attachment IV-A (Revised Proposed Schedule of Prices). **Failure to do so shall result in disqualification of the proposal.**

Section III (D) (Specification of Services) of the RFP under Recyclable Material - page 18

Contractor shall utilize the existing Village-owned recyclable containers currently used by Village residents.

Section 3.3 (Distribution and Replacement of Recycling Containers) of the Form of Agreement - page 6

Contractor shall utilize the existing Village-owned recyclable containers currently used by Village residents. Contractor shall not purchase and distribute new containers to each residential customer upon commencement of the recycling services. However, Contractor shall purchase and furnish recycling containers to new households upon request, replace any damaged, lost or stolen containers and provide a second recycling container upon residents' request, at no cost to the Village or resident.

Section I (F) of the RFP (Time Schedule) - page 7 – the time schedule is hereby amended as follows:

- Deadline for receipt of sealed proposals is hereby extended. Sealed proposals will be received by the Village Clerk no later than **Wednesday, May 27, 2015** by 2:00 p.m. (Proposal Submission Date)
- Review, evaluation and identification of best proposal will be May 28-June 12, 2015
- Resolution Authorizing Execution of Agreement will be June 23, 2015
- Start date of Service remains on October 1, 2015

Section I (D) of the RFP – page 7 and Section 2.2 of the Form of Agreement – page 6, with respect to renewal terms are hereby amended to read:

Renewal Term(s): The term of this Agreement may be extended or renewed upon the mutual written consent of both parties, upon substantially the same terms as were in effect prior to the extension ("Renewal Term(s)")."

Section I (G) of the RFP (Bid Security; Irrevocable Offer) – page 8 and
Section II (E) of the RFP (Financial Qualifications) under Performance Bond – page 13 and
Section 19 of the Form of Agreement (Performance Bond) – page 21

Forms of Bonds for Bid Security and Performance Bond were not included in the RFP or the Form of Agreement. Bonds shall be provided in form and substance acceptable to Village and Village Attorney.

B. RESPONSE TO QUESTIONS/REQUEST FOR CLARIFICATION FROM PROPOSERS.

The following information is provided in response to questions and requests for information issued by prospective contractors for the Request for Proposal, Collection, Transportation and Disposal of Solid Waste Services (RFP).

Pursuant to Section I. (N). of the RFP requests for questions and clarifications regarding the RFP shall be submitted in writing and interpretations or clarifications considered necessary in response to such questions will be issued by the Village in the form of addenda. Additionally, Section I. O. of the RFP requires that each prospective proposer acknowledge receipt of all addenda. In the event any prospective proposer fails to acknowledge receipt of such addenda, its Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of its Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received.

The questions provided to the Village by prospective proposers are noted below in quotation marks, while the answers to those questions, clarifying or amending the terms of the RFP, are provided in bold text.

1. *“Please confirm that “back-door” service is NOT included in any of the proposal options. Back door service is not included in any of the proposal options.”*

Back-door service is not included in any of the proposal options.

2. *“Please confirm that the village will waive the restrictions pertaining to truck size and number of trucks for bulk waste collection.”*

The Village hereby amends the requirements of Section III. D. (Trash) for bulk waste collection and waives or deletes the restrictions contained therein as to truck size and number of trucks. Section III. D. (Trash) is further amended to provide that for safety purposes and traffic flow, contractor shall not permit or operate any bulk waste collection vehicles or equipment within a one block radius of the Key Biscayne Community School from 8:00 am to 9:00 am and from 2:30 pm to 3:30 pm.

3. *“As discussed at the pre-proposal conference, the garbage cart specs in the RFP are for smaller containers than the standard 95-96 gal. Carts typically used for solid waste in the majority of municipalities. Please confirm that the village does indeed want the smaller carts. The Village will opt for the standard 95-96 garbage containers.”*

As requested by contractors at the pre-proposal meeting, the Village will opt for and accept the standard 95-96 gallon garbage containers in lieu of 60-65 gallon as specified in the RFP.

4. *“Please confirm if the contractor will be required to collect materials placed outside the carts, for both garbage and recycling. (Please understand that any potential efficiencies of automated curbside service are sacrificed if materials outside the carts must be collected, and the un-containerized waste will become unsightly.)”*

If the Village opts for automated service at curbside, contractor shall not be required to collect materials placed outside the carts for both recycling and garbage. If service remains at side-yard and curbside, contractor shall be required to collect materials placed outside the carts for both garbage and recycling.

5. *“Please confirm in writing the sizes of the containers for in-kind service at three main village facilities.”*

Solid Waste Containers: Fire Department one (1) 3 yd. container, Community Center two (2) 3 yd. containers, Village Hall one (1) 15 yd. container and (1) 3 yd. container.

Recycling Containers: Fire Department, Community Center and Village Hall each have (3) 65 gal. containers.

6. *“Will the village delete the “termination for convenience” clause? (Garbage trucks can cost in excess of \$300,000 each, and we would like assurance that we will have them utilized for the full initial term, assuming proper performance.) “*

No, the Village will not delete termination for convenience. Section 24 of the draft Agreement provides for the termination rights of the Village.

7. *“Will the village consider making the renewal terms subject to mutual agreement?”*

Yes, Section I. D. of the RFP and Section 2.2 of the draft Agreement with respect to renewal terms are hereby amended to read:

Renewal Term(s): The term of this Agreement may be extended or renewed upon the mutual written consent of both parties, upon substantially the same terms as were in effect prior to the extension (“Renewal Term(s)”).”

8. *“There was some confusion over interpretation of Attachment IV-A, “PROPOSED SCHEDULE OF PRICES.” In order to eliminate any misunderstandings, we respectfully offer the following potential clarifications for your review. (For simplicity and ease of understanding, you may wish to consider pricing Options A & C as total fees per household per month, rather than in terms of a cost differential from the Base Service Proposal.)”*

Yes, Options “A” and “C” in Attachment IV-A (Revised Proposed Schedule of Prices) will be per household and not as a cost differential. Option “A” (Automated, Curbside Pick Up Option for both Garbage and Recycling) is per household, per month. Option “C” (Cost Proposal for Garbage Containers Option) is a one-time fee per household. Cost Differential will remain only for Option “B” (Going Green Initiative Option). Attachment IV-A (Proposed Schedule of Prices) is hereby replaced with the attached revised form, Attachment IV-A (Revised Proposed Schedule of Prices).

- *“Base Service Proposal: Garbage: 2x/week in customer-owned cans or bags, and collected either curbside or at side-doors, at each resident’s option, Recyclables: 1x/week in 64-gal. carts provided by the contractor, collected either curbside or at side-doors, at each resident’s option, Bulk Trash: 1x/month, collected at curbside. (Enter total price per household per month.)”*

Referred above as “Base Service Proposal” is the “Proposal Price Unit” in the amended Attachment IV-A (Revised Proposed Schedule of Prices) is hereby amended to exclude the recycling container. The recycling will be serviced in the existing Village-owned recycling containers currently being used by residents.

- *Option A: Garbage: 2x/week in 96-gal. (or 64-gal., if that is the village’s preference) carts provided by contractor, collected only at curbside, Recyclables: 1x/week in 64-gal. carts provided by the contractor, and collected only at curbside, Bulk Trash: 1x/month, collected at curbside. (Enter total price per household per month.)*

Option “A” (Automated, Curbside Pick Up Option for both Garbage and Recycling) in the amended Attachment IV-A (Revised Proposed Schedule of Prices) shall exclude the recycling container. The recycling will be serviced in the existing Village-owned recycling containers currently being used by residents.

- *Option B “Going Green Initiative Option” makes sense as a cost differential for using hybrid-hydraulic diesel trucks rather than traditional diesel. A similar option for compressed natural gas (CNG) trucks makes sense as well, as CNG trucks are already available, and are more widely used than hybrids. CNG can be part of a sustainability enhancement for the village and its residents. (Enter total cost differential per household, per month, for hybrid diesels and CNGs, separately.)*

Option “B” (Going Green Initiative Option) remains as a cost differential in the amended Attachment IV-A (Revised Proposed Schedule of Prices). Prospective Contractors may propose cost for either hybrid-hydraulic diesel trucks or compressed natural gas trucks, if available.

- *Option C: Garbage: 2x/week in 96-gal. (or 64-gal., if that is the village’s preference) carts provided by contractor, and collected either at curbside or at side-doors, at each resident’s option, Recyclables: 1x/week in 64-gal. carts provided by the contractor and collected either curbside or at side-doors, at each resident’s option, Bulk Trash: 1x/month collected at curbside. (Enter total price per household per month.)”*

Option “C” (Cost Proposal for Garbage Containers Option) is a one time fee per household for the supply and distribution of one garbage container per residential customer. Attachment IV-A (Revised Proposed Schedule of Prices) is hereby amended to exclude the recyclable container in Option “C”. Recycling containers are not to be included in the cost of Option “C”. The recycling will be serviced in the existing Village-owned recycling containers currently being used by residents. Garbage and Recyclables shall be collected either at curbside or at side-yard, at each resident’s option.

For clarification purposes, Attachment IV-A (Proposed Schedule of Prices) is hereby replaced with the attached revised form, Attachment IV-A (Revised Proposed Schedule of Prices).

9. *“If the village opts for carts, and wishes to avoid having debris left outside the carts for aesthetic reasons, one option is to offer residents a second cart. With this approach, the contractor could be asked to provide the monthly service cost for each additional cart for households with more than one cart. The additional fee may be billed to the village, and the village can adjust the residents’ fees accordingly for those generating the most waste and requiring additional carts.”*

The Village will not adjust residents’ fees for those generating additional waste or requiring an additional recycling cart.

Residents that request to have more than one uniformed garbage cart, may purchase such additional garbage cart(s) directly from the contractor, at a cost previously agreed to by the contractor and Village. This transaction would be directly between resident and contractor. Contractor must provide the Village with the cost of the garbage container in Option C of Attachment IV-A (Revised Proposed Schedule of Prices). Contractor shall replace lost, damaged, destroyed or stolen garbage and recycling containers, at no additional cost to the Village or residents.

10. *"In the interest of obtaining more favorable initial pricing, and given the fact that CPI is capped at 5%, will the village waive the 125% limit of a prior year's CPI?"*

No, provision is to remain as is.

11. *"The date for the first CPI in section 12.4 of the contract is listed as 2015 rather than 2016.*

The date in section 12.4 of the Agreement is hereby changed to read October 1, 2016.

12. *"Please provide the Solid Waste, Recycling and Bulk tons for 2014."*

The Solid Waste, Recycling and Bulk tons for 2014 is not immediately available at this time.

13. *"What are the reasons for the drastic drop in bulk tons from 2,330 in 2012 to 1,339 in 2013? A difference that large falls far out of range for normal year-to-year variation."*

The drop in the bulk tonnage may be attributable to the removal of the two (2) 40 yd. roll off containers located at the former Public Works yard, which were previously serviced three times per week.

14. *"Please provide the number of trucks and their capacities for the equipment currently utilized for monthly bulk waste collection."*

The equipment currently used for the bulk waste collection is two (2) 40 yd. trucks.

15. *"Does the current contractor utilize a subcontractor for bulk waste collection?"* **No, the current contractor does not utilize a subcontractor for bulk waste collection.** *"If so, please provide the name of the subcontractor."*

16. *"There were several questions pertaining to waste placed outside carts. When contemplating the responses to those, please also include a response as to whether or not yard trash placed outside of the carts has to be collected."*

Yes, contractor shall collect yard trash placed outside of the carts. Residents shall place yard trash in containers, bags or bundles and shall not exceed fifty (50) lbs. in weight. No more than six (6) containers, bags or bundles per residential customer shall be collected at one time.

17. *"We understand the very high expectations and service standards required by village staff and residents. Village staff stressed that repeatedly at the pre-proposal conference, and we agree with the minimum qualifications set forth in the RFP, to help ensure that the village does in fact contract with a proven, reliable, and stable contractor. We are not clear however, on how the various criteria will be weighted when evaluating the qualified proposers. Please provide the evaluation*

weighting of price and non-price criteria that village staff (and/or the selection committee, if applicable) will utilize when comparing the various proposers.”

The proposal will be evaluated in accordance criteria and process set forth in Section V of the RFP. There are no points assigned to the criteria.

18. *“What are the current insurance requirements (limits) under the existing contract?”*

General liability with limits of \$1 million per occurrence, \$2 million aggregate, and \$2 million auto liability, with \$25 million umbrella policy.

19. *“Having 5 Million limits on Liability, collision, and pollution will most certainly increase the cost of service, while more reasonable limits like 1MIL auto, 1MIL Liability, and 1MIL pollution will bring much better rates. I can understand the need for additional liability in the form of an umbrella maybe, but auto and pollution seem excessive, and might even cause companies that would participate in the RFP to not be able to participate. Would the Village entertain lower limits?”*

The insurance limits set forth in Section II. E. (Insurance and Indemnification) of the RFP and Section 21 of the Agreement remain the same. The Village will accept an umbrella policy as appropriate to achieve the minimum limits required.

20. *“Page 7, D: Do the contract renewals require contractor’s consent?”*

Please see response in Question 7 above.

21. *“Page 16, A: Please clarify how many units are included in the scope of work. We understand that there are approx. 1,300 single family, but are unclear on how many units are in the 15 “smaller scale multi-family apartments.”*

The RFP is solely seeking solid waste services for single family households, as contained within single family homes and duplex dwellings. There are approximately 1,300 units.

22. *“Page 16, B: Please confirm container size and collection frequency required at each Village facility, for both garbage and recycling.”*

Solid Waste Containers: Fire Department has one (1) 3 yd. container, serviced twice a week; Community Center has two (2) 3 yd. containers, serviced twice a week; Village Hall has one (1) 15 yd. container, serviced three times a week, and one (1) 3 yd. container, serviced twice a week. Recycling Containers: Fire Department, Community Center and Village Hall each have (3) 65 gal. containers serviced once a week.

23. *“In the past, there was a roll-off container with multiple hauls each week required as additional in-kind service. Does this requirement no longer exist?”*

The two (2) 40 yd. roll-off containers for in-kind services do not longer exist.

24. *“Page 17: Are there restrictions on the amount of yard trash that residents may place out for weekly collection? What are limitations as far as size, weight, bagging, etc.?”*

Please see response in Question 16 above.

25. *“Page 17: If the Village opts for carts, will contractor be required to collect materials outside the cart?”* **Yes.** *“Will there be separate fees for second and additional carts at each residence with more than one?”* **Please see response in Question 9 above.** *“If there are any carts currently in place, who owns them, and will they be re-used for the new contract?”*

The Village owns the current costumed recycling containers and will be re-used in the new contract. There are currently no Village-owned costumed garbage containers.

26. *“Page 21: Does the Village have an existing contract, outside its current regular solid waste contract, for hurricane and other emergency debris removal service?”*

Yes, the Village has an existing contract for hurricane and emergency debris removal service.

27. *“Please clarify if contractor must follow current schedules for all services, including regular garbage, recycling, yard waste, and bulk waste.”*

Contractor must follow current schedules for garbage and recycling collections. The Village will consider changing the yard waste day and some bulk waste weeks. Changes proposed require the Village’s prior approval and consent.

28. *“Page 26: How will the various listed evaluation criteria be weighted?”*

Please see response in Question 17 above.

29. *“Attachment IV-A: Is Option “A” intended to reflect the cost for collecting garbage and recycling curbside, NOT using carts for either? If so, what will be used to hold the recyclables?”*

In Attachment IV-A, (Revised Proposed Schedule of Prices), Option “A” price for automated curb-side pick-up shall include the provision of a single 95-96 gal. garbage container to be provided to each customer prior to commencement of service. The provision of said garbage container shall be at prospective contractors’ expense and should be included in prospective contractors’ price for automated service. The Village owns the current costumed recycling containers. The currently used recycling containers will be re-used in the new contract. Contractor shall not include a cost of a recycling container in the price for Option “A” (Automated, Curbside Pick Up Option..).

“Also, please clarify the unit of measure for Item “C. Cost Proposal for Garbage Containers Option.” More specifically, is this the cost differential for one cart for one residence for one month? What if there are multiple carts?”

In Attachment IV-A, (Revised Proposed Schedule of Prices), Option “C”, prospective contractors shall provide a onetime fee for the cost of providing one garbage container per household. Contractor shall collect and dispose garbage from multiple containers at no additional cost to Village or resident.

30. *“Section II, E. – Financial Statements, Page 13:*

Will the Village accept the filed Security and Exchange Commission (“SEC”) documents of the parent company of the proposer and deem these documents as complying with the requirement of this section?”

No.

31. *“Section II, E. – Insurance and Indemnification, Page 13:
Will the Village limit the requirement for the Prospective Contractor to indemnify and hold harmless the Village to only actions of the Prospective Contractor and not the actions caused by the Village?”*

Yes, contractor shall indemnify and hold harmless the Village against all actions or omissions of the Contractor, its employees, agents and personnel.

32. *“Section III, B. – Scope of Services and Geographic Scope, Page 16:
Will the Village please delete the words “including, but not limited” in lines 5-6 of this section?”*

Section III, B. under Scope of Services and Geographic Scope is hereby changed to exclude the words “including, but not limited” in lines 5-6 of the section.

33. *“Section III, B. – Scope of Services and Geographic Scope, Page 16
Will the Village please list all the Village government owned, occupied, or operated property and facilities that the Prospective Contractor will be required to service?”*

Please see response in Question number 22 above.

34. *“Section III, B. – Scope of Services and Geographic Scope, Page 16:
Will the Village change the last sentence in this section to allow for Additional Village Facilities to be added to the Scope of Services during the Term of the Agreement to be determined based upon the mutual agreement between the Village and Prospective Contractor?”*

Yes, the Village will allow for additional Village Facilities to be added based upon the mutual agreement between the Village and Contractor.

35. *“Section III, D. – Garbage and Yard Trash, Page 17:
Will Yard Trash be required to be containerized?”*

Yard trash is not required to be containerized. Please see response in Question number sixteen (16) above.

36. *“Section III, D. – Garbage and Yard Trash, Page 17:
Will the Village please delete the requirement that garbage containers be able to be manually dumped as these containers are too heavy to be manually loaded, posing a safety hazard.”*

The Village is not requiring the Contractor to manually dump the containers. It is the Contractor’s choice to dump them either mechanically or manual.

37. *“Section III, D. – Garbage and Yard Trash, Page 17:
Will the Village allow for residents to receive extra garbage containers?”*

Please see response in Question 9 above.

38. *“Section III, D. – Garbage and Yard Trash, Page 17:
If the Village allows for residents to receive an extra garbage container, how will the Prospective Contractor bill for the delivery of the extra container and how will the Prospective Contractor bill to service the container?”*

Please see response in Question 9 above.

39. *“Section III – D. – Garbage and Yard Trash, Page 17:
Will the Village consider ninety-six (96) gallon carts instead of sixty-five (65) gallon carts?”*

Please see response in Question 3 above.

40. *“Section III, D. – Recyclable Material, Page 18:
Will the Village allow for residents to receive extra recycling containers?”*

Yes.

41. *“Section III, D. – Recyclable Material, Page 18:
If the Village allows for residents to receive an extra recycling container, how will the Prospective Contractor bill for the delivery of the extra container and how will the Prospective Contractor bill to service the container?”*

The existing recycling containers currently being used by residents will be re-used. Residents with a high volume of recyclables may request an additional recycling container. Contractor shall provide the additional recycling container, at no cost to the Village or resident.

42. *“Section III, D. – Recyclable Material, Page 18:
Will the Village please delete the requirement that recycling containers be able to be manually dumped as these containers are too heavy to manually load, posing a safety hazard.”*

Please see response in Question 36 above.

43. *“Section III, D. – Recyclable Material, Page 18:
How is the Prospective Contractor to handle the collection and disposal of current containers?”*

The Village owns the current costumed recycling containers. The recycling containers will be kept and re-used for the new contract in lieu of Contractor having to provide new ones.

44. *“Section III, D. – Recyclable Material, Page 18:
The description of a recycling container in the fourth paragraph of this section conflicts with the description of a “large recycling container” in the previous paragraph?”*

The recycling containers size shall be 60-65 gal. containers.

45. *“Section III, D. – Recyclable Material, Page 19:
Will the City please consider deleting the provision that “Each residential property shall be entitled to an unlimited number of replacements of lost, destroyed, or stolen recycling containers, at no cost to the Village or the residential property? Progressive requests the Village to limit the number of replacements to one (1) container.”*

No.

46. *“Section III, D. – Recyclable Material, Page 19:
The last paragraph in this section appears to conflict with the previous paragraphs and does not appear to apply to this section as garbage containers are addressed in a previous section. Please clarify the intent of this paragraph and its application to this section or other sections.”*

Disregard the last paragraph in Section III, D. This paragraph does not belong in any section of the 2015 RFP.

47. *“Section III, D. – Village Collections and Special Events, Page 19:
Please clarify the number of times each for garbage, solid waste, and yard trash shall be collected as the numbers in this section conflict?”*

For Village Collections refer to response in Question 22 above. The Special Events take place once a year.

48. *“Section III, D. – Village Collections and Special Events, Page 19:
Please verify the number of times yard trash is to be collected?”*

As stated in Section III, D under Garbage and Yard Trash, yard trash shall be collected once a week.

49. *“Section III, D. – Village Collections and Special Events, Page 19:
Is landscape maintenance included in the yard trash that would be required to be collected?”*

No, landscape maintenance is not included in the yard trash for Village facilities. Village Landscape Contractor disposes of clippings and grass cuttings. The yard trash required to be collected at Village Facilities is composed mainly of palm fronds that are sporadically collected during litter control.

50. *“Section III, D. – Village Collections and Special Events, Page 19:
Does the collection for special event receptacles include collection and disposal?”*

The Village will set out, collect special event receptacles and deposit its contents into Village facilities’ containers. Contractor shall be responsible for disposal.

51. *“Section III, D. – Village Collections and Special Events, Page 19:
Are the locations for the special event receptacles centrally located or scattered around the Village?”*

The Village is approximately 1.25 miles by 1.25 miles and there are two Special Events during the year. The location for the 4th of July Event is adjacent to the Community Center. The location for the Lighthouse Run Event may vary, but will be less than a mile away from the Village Facilities.

52. *“Section III, N. – Litigation History, Page 22:
Does the Village have a contract with a company for Disaster and Debris collection?”*

Please see response in Question 3 above.

53. *“Section III, N. – Litigation History, Page 22:
Will the Village narrow the scope of the section to include just the proposer and to any litigation or arbitration involving the proposer in the State of Florida. The scope of this requirement is much too broad to be applied to a large national company.”*

Yes, the Village hereby amends the requirements of Section III. N. (Litigation History) to require a summary of litigation and arbitration for the Prospective Contractor or proposer in the State of Florida.

54. *“Section III, J. – Litigation History, Page 22:*

Progressive believes that disputes involving private entities should be deleted and requests the Village delete this requirement from this section as private entities are separate entities from the ones contemplated in the RFP.”

Each Prospective Contractor or proposer should provide litigation history as required in Section III. N. (Litigation History) in the State of Florida (as amended in Question 53 above). Said information to include private entities as specified in Section III. N.

55. *“Section IV, B. – Additional Factors Affecting Price Proposal, Page 24:*

Does this section pertain to Prospective Contractor using just Miami-Dade County operated facilities or does it also include facilities located in Miami-Dade County?”

Section pertains to use of facilities located outside of Miami-Dade County.

56. *“Section IV, B. – Consumer Price Index, Page 25:*

Could the City please review and provide clarification as to how the tipping fee is deemed to be fifty-five (55%) percent of the monthly unit price?”

Tipping fee shall remain at 55% percent of the monthly unit price.

57. *“Section V, B. – Evaluation of Proposal, Page 26:*

Progressive requests for the Village to identify the relative weight assigned to each of the criteria listed for this section and the scoring of each criteria related to the evaluation of proposers? Without clearly defined weighted criteria and allocation of points for scoring, it is difficult for the proposers and evaluation committee members in determining how much value to place on various components required in the RFP.”

Please refer to the response in Question 17 above.

58. *“Attachment I:*

Who is required to sign for the proposer? Will the Village accept a Corporate Resolution provided by the proposer authorizing a designated employee of the company to sign on its behalf?”

The proposal must be signed by a properly authorized officer of the proposer.

59. *“Attachment I, Question 9:*

Is this question limited to the proposing entity? This question appears to be too broad in scope. Progressive requests that the scope be limited to the State of Florida particularly that the scope be limited to Miami-Dade County. Please clarify question, provide information on what is being requested from proposers, and advise if the scope will be limited to Miami-Dade County.”

Question 9 above amends the requirements of Section III. N. (Litigation History) to limit litigation history to the proposer entity within the State of Florida. Scope is not limited to Miami-Dade County.

60. *“Attachment I, Question 14:*

This questions appears to conflict with the Litigation History requirement of the RFP? Is this question limited to proposing entity?”

Yes, Question 14 in “Attachment I” is limited to proposing entity.

61. *“Attachment II-A, B.*

Errors and Omission is a type of insurance that is not commonly required or found in the solid waste industry. Progressive requests that this provision be deleted.”

If required by the Village, the successful proposer will agree to provide errors and omission insurance.

62. *“Attachment IV*

Please confirm the price per household is per month.”

The price is per household, per month.

63. *“Attachment IV-A:*

Please consider requesting a price for each service instead of a cost differential.”

Attachment IV-A, (Proposed Schedule of Prices) is hereby amended and is replaced with Attachment IV-A, (Revised Proposed Schedule of Prices). Each prospective proposer should utilize the revised price sheet set forth in Attachment IV-A, (Revised Proposed Schedule of Prices), attached to this addendum.

64. *“Attachment IV-C:*

What size containers is the Village requesting?”

Please see response in Question 3 above.

65. *“Attachment IV-C:*

Is the price per household is a monthly number for providing carts?”

Please refer to the revised Attachment IV-A (Revised Proposed Schedule of Prices) attached to this Addendum. Option “C” therein provides for a one-time fee for the cost of providing one (1) garbage container per household.

“Franchise Agreement

66. *Section 1.1:*

Please edit.”

In Section 1.1 of the Form of Agreement will include the name of the selected contractor.

67. *“Section 1.11:*

Please clarify definition as it appears that it conflicts with the RFP.”

Proposers should base pricing for garbage containers according to the specifications set forth in Section III. D., Garbage and Yard Trash, of the RFP. Should the Village elect to proceed with Option “C” of Attachment IV-A, (Revised Proposed Schedule of Prices), the final agreement

(section 1.11) entered into with the selected contractor will provide for the agreed upon specifications for the garbage containers.

68. "Section 2.:

Please include the right for the Contractor to elect not to renew the Franchise Agreement."

Please see response in Question 7 above.

69. "Section 3.3:

Is payment for collection per unit included for any residential property that results from construction or occupancy of residential property which was unoccupied during initial Recycling Container distribution? Is the payment for collection per unit included to account for municipal solid waste collection?"

Please refer to Section 11.1 of the form of Agreement, under Monthly Residential Fee. The number of residential customers may be adjusted quarterly to account for new residential customers who have been issued a certificate of occupancy and for residential customers who have been issued a demolition permit and/or new construction permit.

70. "Section 5.1:

This section may not coexist with the use of an automated collection vehicle. Please review and advise."

Should the Village elect to proceed with option "A" (automated pick-up) in Attachment IV-A, (Revised Proposed Schedule of Prices), the final agreement (section 5.1) entered into with the selected contractor will need to be modified to reflect the automated curbside service.

71. "Section 5.1:

Will the Village require Contractor to do yard repair?"

As stated in Section 5.1 in the form of Agreement, the Village may require the contractor to restore the area directly underneath where the Bulk Trash was picked up.

72. "Section 5.3:

Please clarify if the Village is seeking a 40 cubic yard roll-off container and 10 cubic yard roll-off container for the 4th of July Event and for the Lighthouse Run Event, respectively?"

Yes, Section 5.3 of the form of Agreement provides for the required containers for Village Special Events.

73. "Section 5.3:

Please clarify who is responsible for paying disposal, set out and collection for special event receptacles?"

Please see response in Question 50 above.

74. "Section 5.6:

This section appears to conflict. Progressive requests that a timeframe be included to investigate potential incidents of property damage. Please provide clarification."

Section 5.6 will be revised in the Final Agreement to provide for an adequate time for investigation and repair of damage.

75. *“Section 8.2:*

Will the Village please clarify what is meant by “like new?””

All equipment and vehicles shall be fully operational, free of defects, and in good, clean and working condition and repair to meet the desired level of service.

76. *“Section 9.1:*

This section appears to conflict with set out rules.”

Residential customers shall place garbage in garbage containers or disposable bags. Residential customers shall place yard trash in garbage containers, disposable bags or bundles.

77. *“Section 10:*

Please confirm if Contractor can use any approved Miami-Dade County Solid Waste Disposal Facility and that Contractor is not limited to using a Miami-Dade County Operated Solid Waste Disposal Facility?”

To the best of the Village’s knowledge, disposal at a Miami-Dade County waste facility is not presently required by Interlocal Agreement or Transition Agreement; but if any such Interlocal Agreement is entered in the future or if mandated by Miami-Dade County, the selected contractor will be required to abide by any such requirements.

78. *“Section 11.1:*

Will the village provide the actual unit count number for the Village? Additionally, will the Village account for the Contractor being compensated by the number of containers since the RFP includes a disposal component?”

Yes, Section 11.1 of the final agreement will provide for actual unit count. Compensation is based on the number of households or residential customers with a certificate of occupancy.

79. *“Section 11.2:*

It appears this section is inconsistent with the what is stated in the RFP. Will the Village be verify if this is the case.”

Both the RFP and the Final Agreement will require that the contractor collect and dispose of garbage and recycling at Village Facilities and Special Events at no additional compensation.

80. *“Section 11.2:*

Progressive requests an exact list of Village Collection and Special Events. Will the Village permit Contractor to be compensated for Village Collection and Special Events that are not included on the list?”

The existing Village facilities are set forth in section III, B, under Scope of Services and Geographic Scope in the RFP. If there is additional Village Facilities added please refer to Question 34 above. The special events are set forth on section III, D, under Village Collections and Special Events. The Village will allow for additional Special Events to be added based upon the mutual agreement between the Village and Prospective Contractor.

81. "Section 11.2:

Progressive requests the Village construction projects shall not be included in this section and that any new sites be negotiated in regards to service and price."

Village Construction projects are not included in this RFP.

82. "Section 12.4:

Does the section intend to include the year 2016? This section appears to conflict with the RFP as the assumption of a disposal component."

Please see response in Question 11 above.

83. "Section 17, d.:

Progressive requests that this provision be deleted."

Contractor shall submit to the Village the recyclable material requested by the Miami Dade County Public Works and Waste Management Department, and as set forth in the annual Municipal Solid Waste Management Report issued by the County.

84. "Section 20:

As it pertains to indemnification, Progressive requests that the indemnification language be revised to limit to any negligence or willful misconduct of the Contractor."

Please refer to response in Question 31 above.

85. "Section 24:

Progressive requests that the period be longer for the Village to exercise this option."

No, Section 24 of Form of Agreement (Termination Rights of Village) shall remain as is with no changes.

ATTACHMENT IV-A
REVISED PROPOSED SCHEDULE OF PRICES

# Garbage	# Yard Trash	# Recyclables	Bulk Trash	* <u>Proposal Price Unit</u>
2/week	1/week	1/week	1/month	

Presumes collected either side yard or curbside, at each resident's option. Bulk trash is at curbside.

* Containers for Recyclables and Garbage shall NOT be included in the **Proposal Price Unit**.

Furnish all equipment, material and labor required to perform Services.

A. Automated, Curbside Pick Up Option for both Garbage and Recycling:

Cost per household per month if some system of automated curbside pick-up is utilized in lieu of side yard pick-up: A standard 95-96 gal. garbage container to be provided by the contractor. *A recycling container shall not be included in the cost proposed in Option A. Village owned containers currently used by residents will be re-used.* Both containers will be collected only at curbside.

Price Per Household Per Month \$ _____ (State numeric cost).

_____ (Spell out Amount).

B. Going Green Initiative Option

Cost differential if a hybrid-hydraulic diesel or compressed natural gas (CNG) truck(s) are utilized in lieu of traditional trucks for Recycling and/or Solid Waste Pick-Up: Specify type of equipment (whether hybrid-hydraulic or CNG). If equipment not available, specify by inserting N/A.

Solid Waste Truck (1)

Price Per Household Per Month \$ _____ (State numeric increase/decrease).

_____ (Spell out Amount).

Recycling Truck (1)

Price Per Household Per Month \$ _____ (State numeric increase/decrease).

_____ (Spell out Amount).

C. Cost Proposal for Garbage Containers Option

One-time fee. Cost of providing one garbage container per household and collected either side yard or curbside, at each resident's option.

Price Per Household \$ _____ (One time fee).

_____ (Spell out Amount).

PROSPECTIVE CONTRACTOR:

Name: _____

Date: _____

Representative: _____

Title: _____

Address _____

Telephone: _____

Email: _____