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December 16, 2019

ADDENDUM #1

TO THE CONTRACT DOCUMENTS FOR THE CITY OF PALM BAY

Project Name & Number:

RFP #03-0-2020/SB Solid Waste & Recycling Collection Services

FROM: City of Palm Bay
120 Malabar Road SE
Palm Bay, FL 32907
TO: All Parties Holding Specifications

The purpose of this addendum is to provide the following changes, modifications and/or additions to the contract documents and technical specifications.

Questions received:

Q1. Page 5, Standard Terms & Conditions, Acceptance and Rejection. This provision states that “the City may award sections individually or collectively whichever is in its best interest.” Will the City please clarify this provision?

A1. This is standard language. For this solicitation, it is the City’s intent to award to one collector.

Q2. Page 5, Deviation from Specification. May a proposer take exception to the terms and conditions in the RFP?

A2. Any requests for deviation to the Terms and Conditions of the RFP should be provided with the Collector’s response. Deviations will be considered as part of the evaluation process. The City reserves the right to determine if deviations are acceptable.

Q3. Page 14, Item B, Agreement Term. This provision states that the franchise agreement holds one 5-year option to renew “at the discretion of the City.” Will the City please revise this provision to include one 5-year renewal option “at mutual agreement between the City and the Collector?”

A3. Yes, revised to read: The City intends to award an initial ten (10) year contract to the successful Collector commencing on October 1, 2020 and terminating on September 30, 2030. *This contract may, by mutual written assent of the parties, be renewed for one additional five (5) year term.*

Q4. Page 14, Item B, Gross Revenues. Will the City please confirm that the 10% franchise fee will only apply to collected gross revenues for residential?

A4. This will be answered in the next addendum.

Q5. Page 14, Item C1, Base Proposal. This provision states that residents shall be permitted to request additional containers, yet this is no price listed on the pricing sheets for the cost of the additional container nor to service the additional containers. Will the City please add a line item to the price sheets for additional residential garbage and recycling containers and the cost to service these additional containers, and allow the Collector to retain ownership and responsibility for the cart?

A5. This will be answered in the next addendum.

Q6. Page 14, Item C1, Base Proposal. Wheel-out service for residents with physical limitations includes service only for garbage and recycling carts, as drivers are not permitted to enter residences or private entranceways and carry bulky waste to the curb for reasons of safety and privacy. Will the City please revise this provision for wheel-out service to include only carted garbage and recycling service?

A6. Yes – revised to read: The Collector shall provide wheel-out solid waste container service from single-family residences for residents who are physically disabled and unable, and have no other means, to place their carted garbage and recycling containers, ~~bulky waste, white goods, and/or electronic waste~~ at the collection point. Currently, the City has approximately 185 “wheel-out” residents.

Q7. Page 14, Item C1, Base Proposal. This provision does not provide for residential hours of service, which are currently 6:00 a.m. to 7:00 p.m. Is it the City’s intention to keep these same hours of residential service?

A7. This will be answered in the next addendum.

Q8. Page 14, Item C1, Base Proposal. This provision does not provide for days of residential service. So that capital may be used in the most efficient manner resulting in the lowest possible residential rates, will the City allow residential service on Saturdays for twice a week garbage service?

A8. Saturday service is acceptable.

Q9. Page 14, Item C1, Base Proposal. This provision states that the Collector shall provide 36-gallon, 64-gallon, or 96-gallon carts to the residents. Does the City have all of these sizes available in its current inventory? If so, what is the available quantity of each size cart in the current inventory?

A9. The City only has 64-gallon carts in inventory. The City owns approximately 81,418 containers.

Q10. Page 14, Item C1, Base Proposal. With the exception of bulky waste, yard waste, white goods, and e-waste, is all solid waste required to be inside the cart, since limiting collection to what is only inside the carts will result in the most efficient use of personnel and lowest possible residential rates?

A10. This will be answered in the next addendum.

Q11. Page 14, Item C1, Base Proposal and Item M, Containers. This provision does not provide for a default size cart. Will the City allow the 64-gallon size garbage and recycling cart to be used as the default size cart, with the 36-gallon and 96-gallon available upon request?

A11. Yes, the default cart size is 64-gallons.

Q12. Page 14, Item C1, Base Proposal. How is the City addressing its current rate of 40% residential recycling contamination?

A12. This will be answered in the next addendum.

Q13. Page 15, Item E4, Special Events. What is the City's expected service level – quantity and types of containers, frequency of services, etc. – for these two special events listed?

A13. Collector will be required to work with the City during the planning process for the event to coordinate level of service expectations. Currently, the Independence Day Celebration held at Eastern Florida State College uses fifty 64-gallon carts and the Holiday Light Parade uses ninety 64-gallon carts positioned on Malabar Road accordingly from Minton Road to Eastern Florida State College.

Q14. Page 15, Item F, Commercial Service. To accommodate many commercial customers that have ancillary needs such as rollouts, locks, casters, gate services, etc., and not penalize other customers who do not need ancillary services, will the City allow the Collector to negotiate nominal charges for ancillary services with these commercial customers?

A14. Yes, this is acceptable to the City.

Q15. Page 15, Item F1, Commercial Service. This provision states that commercial service must be provided "no less than twice per week." The current commercial service allows for commercial customers to have one time per week service. Is it the City's intent to eliminate the option for one time per week commercial service?

A15. No, revised to read: Commercial solid waste collection shall be provided in the most efficient manner not less than **once** per week and at a greater frequency if required to protect the public health. If collection is more than once per day, the Collector may charge customer for extra collection.

Q16. Page 15, Item G, Multi-Dwelling Service. The Scope of Work requires a call for service for residential bulky waste, white goods, e-waste, and tire collection. Will the City please add this requirement also for Multi-Dwelling residential service?

A16. Yes, revised to read: Multi-dwelling solid waste collection shall be provided to multi-dwelling residential units in the most efficient manner with twice weekly solid waste collection, once per week single-stream recycling collection, once per week yard waste collection, and *on-call pickup of ~~once per week pickup of~~ special collection bulky waste, white goods and electronic waste (tires if necessary).*

Q17. Page 15, Item G, Multi-Dwelling Service. This provision requires collection of recycling, bulky waste, and yard waste. If the Multi-Dwelling property has FEL dumpster service, these refuse items cannot be comingled into the same dumpster as solid waste. Is the Collector to provide appropriate containers for these services, if the Multi-Family Dwelling so desires, and bill the property accordingly for each service based on the type and size of container?

A17. Yes.

Q18. Page 15, Item G, Yard Waste Service. Will the City please provide the yard waste preparation specifications as outlined in the City Code of Ordinance 150.42 (b) and (c)? Is the Collector expected to still collect curbside yard waste that does not require a clam truck if it is not prepared to the specifications stated in this ordinance?

A18. This will be answered in the next addendum.

Q19. Page 15, Item G, Yard Waste Service. In order to more efficiently serve the many customers with large yard waste piles that require a clam truck, will the City add a provision requiring that clam yard waste service will be an “on call” service?

A19. No. It is the collectors’ discretion whether to use a clam truck or not to pick up yard waste.

Q20. Page 15, Item G, Yard Waste Service. Current provisions require landscape contractors haul away any debris they generate. Will the City add this requirement to this provision in order to limit the amount of yard waste left curbside?

- A20. The City has no control over arrangements between residents and landscape contractors. The collector shall haul away yard waste when it conforms to City Ordinance.
- Q21. Page 15, Item I1, Bulky Waste. The current franchise agreement states a 3 cubic yard limit per residence per week for bulky waste collection. Will the City please add this limit to this scope of work to help provide for the lowest possible residential rates?**
- A21. This will be answered in the next addendum.
- Q22. Page 15, Item I1, Bulky Waste. This provision requires the Collector to collect move out piles. Will the City please require that piles over 4 cubic yards must be containerized, using a product designed for this type of service such as a Bagster or roll off container?**
- A22. This will be answered in the next addendum.
- Q23. Page 16, Item I4, Bulky Waste. This provision states that bulky waste is an “on call” service. If the resident fails to call for service, will the City notify the Collector of the need for service? If neither the City nor the resident notifies the Collector, what is the City’s expectation for notification?**
- A23. The city will not notify the collector. The City’s expectation is for the collector to tag the pile with information for “on-call” assistance.
- Q24. Page 16, Item I4, Bulky Waste. This provision states that the Collector shall pick up bulky waste, white goods, e-waste, and tires within 3 business days of the call for service, including very large “move out” piles. Florida statute requires belongings of evicted tenants to remain at the curb for 3 business days. Will the City please revise this provision requiring collection within 7 business days to remain in compliance with Florida statute?**
- A24. Yes, revised to read: Collector shall ensure pick-up of bulky waste, white goods, electronic waste and tires within ~~three (3)~~ seven (7) business days of the “on-call” request from the address by which the bulky waste, white goods, electronic waste and/or tires was set out or reported by a wheel out resident.
- Q25. Page 16, Item I6, Tires. This provision states that the Collector shall collect 4 tires per year from each single-family residence. The Scope of Work also requires tire collection from Multi-Family Dwellings. Is this service limited also to 4 tires per year per Multi-Family complex?**
- A25. Multi-family dwellings serviced as residential are allowed four tires per multi-family unit per year. Commercial – FEL Multi-Family containers do not have this option.

Q26. Page 16, Item H & I, Yard Waste and Bulky Waste. Is the Collector expected to collect illegally dumped solid waste or yard waste on privately-owned vacant lots, not owned by a nearby resident, or undeveloped open land?

A26. The City recognizes this is a problem and welcomes suggestions from the Collectors on how to handle this issue.

Q27. Page 16, Item J3, C&D. This provision states that residents may place small amounts of C&D into their garbage cart for collection. This could lead to hazardous or dangerous items being placed in the carts, such as bricks, glass, or concrete, which can damage carts, collection vehicle components, and lead to greater wear and tear on City streets due to excessive truck weight. Additionally, Florida statute requires special handling for some C&D, particularly wood. In order to help provide for the lowest possible residential rates and enable the Collector to adhere to Florida statute, will the City please remove this provision?

A27. No, with the exception to compliance items identified within Florida Statutes.

Q28. Page 17, Item L2, Emergency Response. How will the City determine the difference between yard waste, bulk yard waste, excess bulky waste, and disaster debris related to bulky and vegetative waste during hurricane-related activity?

A28. Once the State of Emergency has been declared for the City, any further debris would be considered part of the hurricane related activities and would not be the responsibility of the collector. The City will determine when normal operations will commence.

Q29. Page 17, Item M1, Residential Containers. This provision requests a description from the proposer as to how the City's current cart inventory will affect contract pricing. This provision states that the Collector must provide the resident's choice of 36-, 64-, or 96-gallon cart. Does the City currently have 36-gallon or 96-gallon carts in its inventory?

A29. No.

Q30. Page 17, Item M1, Residential Containers. This provision states that the current City-owned carts are branded with the City logo. Is the City requiring the Collector to purchase and provide City-branded carts in alternate sizes, which will be quite costly; or, will the City allow carts to be comingled with Collector-branded carts?

A30. No, carts may be comingled.

Q31. Page 17, Item M1, Residential Containers. This provision does not provide for a transition period wherein the resident will use a default-size cart for a specified time period, then have an opportunity to request an alternate-size cart if the default size does not meet the resident's needs. Will the City allow for such a transition period?

A31. Yes, collector should propose their plan in Tab 6 – Transition Plan.

Q32. Page 17, Item N, Residential Billing. This provision states that billing services will transition from the City to the Collector. Collector billing often results in unusually high bad debt which must be considered when pricing services. Will the City please consider either retaining the billing or moving the billing to the property tax rolls in order to provide for the lowest possible residential rates?

A32. This will be answered in the next addendum.

Q33. Page 17, Item N, Residential Billing. This provision requires the Collector to assume residential billing. What legal or administrative support would the City be willing to provide to Collector to address the issue of residential customers who fail to pay (either in a timely manner or at all) their solid waste invoices?

A33. This will be answered in the next addendum.

Q34. Page 17, Item N, Residential Billing. In order to provide for the lowest possible residential rates, will the City provide for a guaranteed dollar amount to be collected each month, with the City providing for the difference if the guaranteed amount should fall short in any given month?

A34. This will be answered in the next addendum.

Q35. Page 18, Item P, Index Price Adjustments. Using an inadequate CPI index like the All Urban Consumers (CPI-U) will result in higher initial residential rates. To provide for the lowest possible initial rates, will the City allow an alternate Bureau of Labor Statistics index such as the Garbage & Trash (G&T) or Water, Sewer, & Trash (WST) to be used?

A35. This will be answered in the next addendum.

Q36. Page 19, RFP Timeline. Current manufacturing timelines are approximately 6-9 months for carts and 9-12 months for trucks. With the contract award expected in May, there is not sufficient time for equipment to be manufactured, delivered, assembled, and ready for service by October 1. What is the City's plan for service if equipment is not available by the contract start date?

A36. This will be answered in the next addendum.

Q37. Page 19, Evaluation Procedure. This provision states that the Collector “must possess the full capability, including financial and technical, to perform...” The Criteria requested does not include the Collector to provide evidence of financial capability. Will the City please add this criterion in the Tab 4 specifications?

A37. The City will request this information if needed during the evaluation period.

Q38. Page 20, Evaluation. Who are the members of the Evaluation Committee and what are their current (or former, if retired) occupations?

A38. Suzanne Sherman, Deputy City Manager; Gary Woodson, Public Works Director; Traci Hildreth, Public Works Accountant; Ruth Chapman, Assistant Finance Director, Donovan Watson, Business Operations Manager.

Q39. Page 21, Tab 5, Project Approach. This section is requesting a “list of standard reports” that will be available to the City. Will the City please advise as to its expectation for reporting, as there is no “industry standard” for reports.

A39. Collector should provide reports they currently can provide to the City; or, are providing to other government agencies.

Q40. Page 21, Tab 6, Transition Plan. This section requests resumes of staff. Are short biographies detailing staff experience acceptable, or are full resumes required?

A40. Short biographies detailing staff experience are acceptable.

Q41. Page 25, Proposal Form, Pricing Sheets. Could the City please provide the pricing sheets in Excel format with formulas extended?

A41. No; however, the pricing sheets will be made available in WORD format after the final addendum is released.

Q42. Pages 25 and 27, Proposal Form, Pricing Sheets. On page 25, it appears the City is requesting a per unit price for Multi-Family Dwellings, yet the pricing sheet provides only the number of actual dwellings, not the total number of units. On page 27, it appears the City is requesting pricing for Multi-Dwelling FEL service. Is the City’s intent to have the Collector bill Multi-Dwelling properties at a per unit rate, or at an FEL service (cubic yardage) rate? Is the City considering Multi-Family Dwelling service to be residential or commercial? If the City is requesting Multi-Family Dwelling properties to be billed at a per unit rate, will the City please provide the total number of units in the City?

A42. This will be answered in the next addendum.

Q43. Page 26, Proposal Form, Commercial FEL Business Container and Compactor Pricing Sheets. The pricing sheet requests a rate for 1x per week commercial service, yet Page 15, Item F1, Commercial Service states that commercial service must be at a minimum of 2x per week. Which is correct?

A43. 1x per week. See response to Q15.

Q44. Page 26, Proposal Form, Commercial Service. Commercial FEL service is typically priced at a per cubic yard rate, in the event that the customer requires more service than what is listed on this sheet. For example, a new commercial customer may request a 2yd container with 5x per week service, yet there is no pricing available on this form for this service. Would the City please add a line item to provide per cubic yard pricing that can be extended in an Excel formula to provide a monthly rate?

A44. The price sheet does not capture every scenario that the collector could potentially receive. The City reserves the right to negotiate other sizes / frequencies with the awarded collector.

Q45. Page 26, Proposal Form, Commercial Service. If a commercial customer should request a container size and frequency not listed on this price sheet, is the Collector not permitted to provide this customer-requested service level?

A45. See response to Q44.

Q46. Page 12. Residential accounts, the 49,526, or 40709, which is correct?

A46. For the RFP purpose use 40,709.

Q47. Page 12. 52 Public facilities and Attachment 5. Can the city provide the size and service level of those locations? What services is the contractor expected to provide at the community clean up events?

A47. See response to Q13 for community clean up events.

Q48. Page 13. Does the city currently have an agreement with waste management for processing of recyclable materials or will it be the contractor's responsibility to collect and process recyclable materials.

A48. Currently, there is no Interlocal Agreement in place.

Q49. Will the additional charge for each additional container still be \$.50 per month? Will the city put a place on the rate sheet for that charge?

A49. Additional cart charge will be determined by the collector.

Q50. Page 14, A.2 Please clarify the 70,000 is population not residential units. If the city meant residential units, does that include Multi-family?

A50. The 70,000 is meant as a residential population which would include multi-family.

Q51. Page 15 How many solar compactors are the contractors expected to provide? Is there one at each park?

A51. There are 20 solar compacts located at 9 locations: City Hall, Fred Lee Park, Inspiration Park, Knecht Park, Lagoon House, Liberty Park, Lynbrook Park, Vets Park, Lynn M. Nungesser Memorial Park. However, collector would determine how many would be distributed and at which locations would best be utilized.

Q52. Page 15 What types of services are requires at the city's annual events?

A52. See response to Q13.

Q53. Page 16 Please clarify what small amounts of containerized C&D debris is? 2 cubic yards?

A53. Small "do-it-yourself" home projects that fit in the 64-gallon carts.

Q54. Page 17, Is it the intent for the city to have the contractor purchase new residential containers and pay the city \$3,990,466 for their current inventory?

A54. The City is asking the collector to absorb the containers owned by the City and reflect the savings in the overall cost to the contract.

Q55. Page 17, Would the city consider putting the collection services on the non-ad valorem tax bill? Does the city recognize that if the contractor is responsible to bill all the residents, what kind of impact it will have on that monthly rates? Does the city have data on nonpayment/stop service by the residents? If not, would the city consider keeping the residential billing on the water bill?

A55. This will be answered in the next addendum.

Q56. Page 18. Would the city consider changing the CPI to Waste Sewer Trash CPI, as it is more indicative to our industry?

A56. This will be answered in the next addendum.

Q57. Are all MSW and bulk waste flowed controlled to the county's facility?

A57. This will be answered in the next addendum.

Q58. What is the list of acceptable/nonacceptable recyclable materials? Does the contractor get to determine? Can items be removed if market conditions require?

A58. This will be answered in the next addendum.

Q59. Would the city consider negotiating a separate processing agreement with Waste Management instead of having it the responsibility of the contractor?

A59. This will be answered in the next addendum.

Q60. Can we add the following language: "Title to and liability for Solid Waste, Recyclables shall pass to Contractor when loaded onto Contractors' vehicle? Title to and liability for Unacceptable Waste shall remain with the generator and shall at no time pass to Contractor."

A60. This will be answered in the next addendum.

Q61. Right of Refusal. Contractor should have the ability to refuse collection of Unacceptable Waste (not just Hazardous Waste, on page 16) or overly contaminated loads of recyclable materials. Would the City agree to add language to that effect to the final agreement?

A61. This will be answered in the next addendum.

Q62. Additional Provisions. The following additional provisions should be added:

Changes in Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the Acceptable Recyclable Material, Contractor may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Recyclable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

Force Majeure. Except for City's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be

included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

A62. This will be answered in the next addendum.

Q63. Page 12 of 35: The City is looking for on call bulk and e-waste, white good collection. Would the city agree that bulk services could be routed?

A63. Yes.

Q64. Page 17. Does the city have the age of the 64-gallon carts? The \$3,990,466 is the value of new carts not depreciated carts.

A64. Age of carts not available.

Q65. Relating to requested route maps; does the City have residential customer data/customer list? The following fields would be ideal:

- **APN#**
- **Owner**
- **Address**
- **City**
- **State**
- **Zip**
- **Latitude (Y)**
- **Longitude (X)**
- **DOR code (SF, Condo, Multi-Fam, Home, Vacant, Resi, etc.)**
- **Type? (incorporated or unincorporated) – or N/A**
- **Sold date?**

A65. The City can provide the Owner, Address, City, State and Zip Code for residential customers. The City does not bill for commercial customers so that information is not available.

END OF ADDENDUM #1