



ADDENDUM NO. 2

Issue Date: December 15, 2023

Project Name: Solid Waste and Recyclables Collection Services

RFP Number: 2024020

RFP Opening Date: **January 31, 2024**

This addendum is being released to respond to questions received to date and to provide Town of Indian River Shores tour availability.

The information and documents contained in this addendum are hereby incorporated in the request for proposal. **This addendum must be acknowledged where indicated on the Proposer Information Form, or the proposal may be declared non-responsive.**

Tour Availability

The Town of Indian River Shores will be offering tours on Friday, December 22, 2023 and Friday, January 12, 2024 between 9:00 a.m. and 12:00 p.m. If attending, please meet at Town Hall located at 6001 Highway A1A.

Please note: there will be no sign-in sheet, no questions will be answered during these tours, and nothing said during these tours will be incorporated into the RFP, unless published in an addendum. All questions are to be addressed to Indian River County Purchasing at purchasing@indianriver.gov

Questions and Answers

1.	Does the bidder have to bid all options?
	A: Yes. As stated in RFP and on Price Form, proposers must bid on all options to be considered responsive.
2.	Page 15 Tab 2 What technology other than RFID is acceptable for service verification and asset management?
	A: All technology proposed for service verification must meet the terms stated in Article 15 of the Sample Agreement. Proposers should clearly describe how their system will meet reporting requirements and allow for real-time service verification. Additionally, if not utilizing RFID for asset management and cart/container deployment, proposer should clearly describe the

	technology and process to be utilized.
3.	Page 20 Section III. Submittal should come from Proposers, not Consultant, correct?
	A: Yes. For purposes of RFP Consultant and Proposer shall be interchangeable.
4.	Page 9 Substandard Roads. Does the County have a list of substandard roads within the county limits?
	A: No. Proposers are encouraged to drive potential routes and perform all due diligence necessary to understand substandard roads within the Franchise Areas.
5.	Page 11 Section 3.2.4 If SWDD requests a franchise to collect non-emergency storm debris, how will the franchisee be compensated?
	A: Should SWDD request Franchisee assistance for non-emergency storm debris, compensation will be negotiated at time of request.
6.	Page 12 Article 4 If Biological Waste, Biomedical Waste, and Hazardous Waste are not included in the franchise agreement, why is the franchisee responsible and liable for lawful disposal?
	A: While not included within the Franchise Agreement, should Franchisee collect material in error, Franchisee is responsible and liable for lawful disposal.
7.	Page 13 Section 5.2.2. When will the detailed customer and service information be provided to the newly selected franchisee?
	A: Detailed customer and service information will be provided after determination of selected service option and contract award to allow sufficient time to meet the requirements of the Transition Plan defined in Sample Agreement Article 5.1.2.
8.	Page 15 Section 6.2 What is the limit on bulk pieces for Multifamily?
	A: Bulk limits for Multifamily units shall be same as Single Family. 4 items per unit per week. Propose as scoped.
9.	Page 16 Section 6.2 If the county goes with carted yard waste, does the county still require 4 claw trucks? Can the franchisee utilize the resources from within the company or do they need to physical at the hauling division?
	A: Yes, the minimum of 4 claw trucks are required regardless of the service option selected by the county. Yes, the claw trucks shall be physically present at the hauling division.
10.	Page 17 Section 6.4 Does the county have the rear door collection services list?
	A: No. Any information SWDD retains on the collection services may be found on the Excel spreadsheet included in Addenda 1.
11.	Page 20 Section 9.2.1 Does the county have tonnages from previous community cleanup along with containers and any additional services from the franchisee?
	A: No.
12.	Page 18 Section 7.2.6 Will the county provide a list of shared containers with frequency and size?
	A: SWDD assumes this question references Article 7.2.5 discussing shared containers. See

	response to question 25 and Excel spreadsheet provided in Addendum 1.
13.	Page 21 Section 9.5.4 Please clarify and perform routine audits to ensure that recycling carts are not utilized for solid waste services.
	A: Article 9.5.4 of the Sample Agreement shall be modified to reflect the following noting assistance shall not exceed one route per month. However, additional assistance from the Franchisee is welcomed. 9.5.4 SWDD and the Franchisee will perform routine audits to ensure that recycling carts are not utilized for solid waste services and that educational information is provided to reduce/eliminate contamination. Franchisee assistance in audits shall not exceed one route per month. If a recycling cart is tagged by SWDD or the Franchisee, the Franchisee shall instruct their driver(s) to not collect the tagged recycling carts. After three (3) such occurrences, the Franchisee is authorized by SWDD to remove the recycling cart from the premises. Failure on the part of the Franchisee to enforce this policy shall result in administrative charges. At the Contract Manager’s approval, a recycling cart may be returned to the customer with educational materials and a delivery fee. Upon return of the recycling cart the routine audit policy shall resume.
14.	Page 21 Section 10.1.4 If the solid waste roll-off and compactors are part of the exclusive franchise, why will the franchisee be responsible for the disposal of solid waste from franchise customers with roll-off containers?
	A: Propose as scoped in the RFP. Roll-off container pricing shall include disposal.
15.	Page 23 Section 12.3.5 The maximum number of carts is Four. Does that number include solid waste and yard waste carts? Will the franchisee be compensated for additional carts collected?
	A: The total combination of solid waste and yard waste carts is limited to a maximum of four carts per customer. The Sample Agreement and the Bid Form allows the Franchisee to charge for the cost, the delivery and the collection of any of the additional container(s) for Solid Waste and Yard Waste (If SO#3 or SO#4 is selected.).
16.	Page 23 Section 12.3.6 Is there a limit on additional carts for recycling?
	A: No.
17.	Page 24 Section 13.1 What does the county consider as alternate fuel sources? (Biodiesel, RNG)
	A: Alternative Fuel is as defined by The Energy Policy Act of 1992 and as approved by the Contract Manager.
18.	Page 25 Section 13.1.10 Can the county provide a list of streets that require smaller collection vehicles?
	A: Not available.
19.	Page 25 Section 13.1.10 Will the county assume all liability for all damage to the franchisee vehicles due to county equipment on franchisee trucks?
	A: No.
20.	Page 26 Section 13.4.4 What does the SWDD consider habitual maintenance issues?

	A: Maintenance issues may include, but not be limited to habitual spills, leaks, repeated breakdowns, and other issues that impact the level of service required under contractual terms.
21.	Page 30 Section 16.1 Due to the pandemic, most of our local customer service representatives are remote. Will the county allow our customer services personnel to be remote while all other employees are at the local Indian River County office? (Dispatchers, operations clerk, Operations manager, etc.)
	A: No.
22.	Page 32 Section 18.1 Will the county consider 3rd Eye as our service verification system instead of RFID technology.
	A: The County will consider 3rd Eye or any proposed software meeting the required specifications of Article 18. However, for purposes of proposal comparisons, propose as scoped.
23.	Page 35 Section 18.5.4 As a publicly traded company will the county accept an annual report as the financial statement?
	A: No. Proposed as scoped. An unbiased, Audited Financial Statement shall be required as defined in Article 18.5.4.
24.	Page 37 Article 21. Can the county provide the current monthly franchise fee for commercial and residential services?
	A: The current franchise fee is 6%.
25.	On Page 41 of 51 there is no rate for a 4cy container. Is it the county's intent not to use 4 yd containers? Will there be a need for this rate?
	A: The current rate for 4 cu yd recycling container is \$94.50 for one time per week collection service. This rate is requested in the current price proposal form.
26.	On Page 5 of 51, Table 3. Does the 70,450 SF units include the Town of Indian River Shores?
	A: Yes.
27.	On page 11 of 51 under Multifamily Recycling, it states that all 64-gallon carts should be replaced with 96-gallon carts within 12 months. To mitigate costs, would the County consider modifying this section to allow 64-gallon carts to be the default size for multifamily and allow the franchisee to swap out to a large size at the customer's request?
	A: No.
28.	On page 16, Section 6.2 Bulk Trash is required of single family and multi-family, and the limit is 4 pieces. Please clarify how the 4-piece limit will be applied to multifamily buildings.
	A: See response to question 8 above.
29.	On page 20 of Sample Agreement, Article 9.4.2. Public Awareness – States that the franchisee shall distribute brochures or other informational material concerning SWDD's Public Awareness Program. These materials will be prepared by SWDD. Can the County clarify that "prepared" includes the printing of these materials?
	A: Yes, this includes the printing of these materials.

30.	Is it the intent of the county to have all existing single-family recycling 64-gallon carts replaced with new carts at the start of the new agreement?
	A: Yes. Proposer shall distribute all new carts.
31.	The Sample Agreement is silent on Bad Debt Protections, will the county add language allowing the franchisee to suspend services for non-payment? Will the county also add language to allow charging suspended accounts restart/reactivation fees? This would apply to commercial services in all service options and to the residential subscription service options.
	<p>A: Yes. The following additions are made to RFP Attachment B Sample Agreement:</p> <p>7.1.1 Franchisee is authorized to charge interest at the rate set by Florida Statutes on any delinquent Commercial Customer account.</p> <p>7.1.2 Franchisee may collect a deposit prior to initiating service to a Commercial Customer, which shall not exceed the expected charge for two months service to the Commercial Customer. In the event a deposit is collected, it may be used to offset any delinquent amounts due to Franchisee after termination of service. Any remainder of a collected deposit shall be returned to the Commercial Customer.</p> <p>7.1.3 Franchisee may charge a Fee, not to exceed fifty dollars (\$50.00) to a Commercial Customer for resumption of service., where Franchisee had discontinued service because the Commercial Customer became delinquent in payments.</p> <p>7.1.4 Franchisee shall not charge Customers any additional rates, surcharges, or Fees of any kind other than those specifically provided for herein.</p>
32.	Would the County consider adding language to the Annual CPI adjustment that would prohibit the adjustment from going negative?
	A: No.
33.	Would the County consider adding language that would allow for extraordinary rate adjustments due to unforeseen situations if justified?
	A: No.
34.	On Page 6 of 51 in the RFP, the sentence states: "... Franchisee shall allow other Municipalities located within the Recycling Franchise Area to obtain the same solid waste residential collection services and commercial collection services at the same terms and conditions as the County's resulting agreement." Would the County consider changing "shall" to "may"?
	A: No
35.	Does the County have a staging area for the new carts that the RFP states must be swapped out with the old ones?
	A: No, the Franchisee is responsible for providing the staging areas; however, the County is open to discussing possible staging area locations upon contract award.

36.	The RFP is silent on who is responsible for disposal of the old carts that must be swapped out. Would the County add language addressing the disposal of old carts that must be swapped?
	A: The Franchisee is responsible for the proper recycling of old carts and to report the tonnages to the County for obtaining recycling credits.
37.	Currently, the homes in Blue Cypress are provided solid waste & recycling services through the Landfill & Convenience Centers contract with Republic Services. Should the County elect to go with SO #2 or SO #4, would the homes in Blue Cypress still fall under the Landfill & Convenience Center Contract, or would they be included in this RFP?
	A: No, the homes in Blue Cypress are to be included in this RFP for all service options.
38.	On page 11 of the Sample Agreement, it states: 3.2.3. Residential and Commercial Customers may also utilize a Private Hauler for the Manual Collection and removal of Bulk Waste and White Goods from a person’s premises that must also include the transportation of the material from the site of generation to a Designated Facility. Please clarify if this applies only for SO #1 & SO #3?
	A: Section 3.2.3 shall apply to all service options; therefore, Section 3.2.3 of the Sample Agreement will be updated to reflect the following: Residential and Commercial Customers may also utilize a Private Hauler for the Manual Collection and removal of Bulk Waste and White Goods from a person’s premises that must also include the transportation of the material from the site of generation to a Designated Facility.
39.	Please clarify, Question #23 on Addendum #1. Will the County require all new solid waste carts to start the contract for all Service Options?
	A: Yes.
40.	Please clarify, will the County require all new recycling carts at the start of the contract?
	A: Yes.
41.	On the residential subscription service options, the current bad debt is averaging \$76k per year, will the county consider offering some form of assistance to the contractor to recover these lost revenues?
	A: No.