



ADDENDUM NO. 3

Issue Date: December 20, 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, update the RFP documents, and provide additional documentation.

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.**

Modifications

Page 16 of the RFP (Section: Tab 2) shall be modified to include the following after number 8) Exceptions:

- 9) Completed IRC RFP 2024020 TAB 2 Equipment and Staff – Addenda 3 Excel form, printed and inserted into Tab 2, following all instructions provided on the form. This shall not count towards the page limitation of Tab 2.

Questions and Answers

1.	<u>Page 5 Table 2</u> : Does the unincorporated solid waste franchise area of 48,152 units include Fellsmere? If not, what is the unit count for Fellsmere?
	A: No, the count for the City of Fellsmere is 1,232.
2.	<u>Sample Agreement Page 12, Article 4</u> : Will the County please add language to this section to clarify that Franchisee will never take title to or ownership of Biological Waste, Biomedical Waste, or Hazardous Waste?
	A: No, as the section specifically states that if the Franchisee collects such materials then the Franchisee shall have the sole responsibility and liability for the lawful disposal.
3.	<u>Page 59 Exhibit 8</u> : What is the frequency of the government buildings and facilities?
	A: Weekly.

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4.	Does the county have current recycling route maps? Yes, see attachments.
5.	<u>RFP Page 23, Termination by the County</u> : This section states that the County can terminate any contract on 30 days' notice for convenience or cause; however, the sample agreement contains only fault-based termination. Will the County please revise this section of the RFP to delete the reference to termination for convenience (and to match the language in the sample agreement)? A: Yes, the RFP will be modified to match the Sample Agreement.
6.	<u>Sample Agreement Page 35, Section 18.5.0, Monitoring and Reporting</u> : Will the County please add language to limit the disclosure requirement with respect to auditor work papers to non-confidential papers that are directly related to Franchisee's compliance with the Agreement? A: Sample Agreement Section 18.5.9 shall be modified to reflect the following: Non-proprietary Work papers of Franchisee's auditor directly associated with Agreement that are directly associated with this Agreement shall be made available to SWDD upon request of the Contract Manager.
7.	<u>Sample Agreement Page 43, Section 26.4, Termination for Default</u> : Will SWDD please consider revising this section to add the concept that SWDD cannot terminate the agreement if the Franchisee's breach cannot reasonably be cured within the 30 days but the Franchisee is making good faith efforts to cure? A: Sample Agreement Section 26.4 shall be modified to reflect the following: SWDD may terminate this Agreement by written notice of default to the Franchisee if Franchisee fails to perform or observe any of the terms and conditions of this Agreement for a period of thirty (30) days after receipt of notice of such default. Should Franchisee make good faith effort to cure any notified failure that exceeds the thirty (30) day period, SWDD shall retain the right to make final determination on the termination for default.
8.	The agreement does not allow Franchisee any right to terminate the agreement if SWDD breaches the agreement. Will SWDD please add language giving the Franchisee the right to terminate the contract in the event SWDD materially breaches the agreement and does not cure following written notice of such material breach and a designated time period to cure such breach? A: Language will not be added at this time. If deemed applicable based upon the final service option selected, the addition of this language may be discussed during negotiations.
9.	<u>Sample Agreement, Page 44, Section 28.3, Indemnification</u> : Will the County please consider adding language clarifying that Franchisee will not be required to indemnify the County to the extent losses arise out of the County's/SWDD's negligence or willful misconduct? A: Yes, the language for this section will be revised.
10.	<u>Sample Agreement, Page 44, Section 28.4, Assignment</u> : Will the County please revise this section to clarify that consent to a request for assignment will not be unreasonably withheld, delayed or conditioned? A: No. SWDD does not feel this is applicable. Any assignment provided by SWDD will be determined in the best interest of the County and its constituents and shall not be related to

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	being “unreasonably withheld, delayed, or conditioned.”

Attachments

IRC RFP 2024020 TAB 2 Equipment and Staff – Addendum 3

IRC Recycling Days

Customer Cart List