



## ADDENDUM NO. 4

Issue Date: December 28, 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.

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.**

### Questions and Answers

1.	On addendum #1, Question #10, the County confirmed that Franchisee could charge for the collection of extra carts. To ensure clarity, will the County be removing the sentence on Page 21, Article 12.3.5 of the Sample Agreement that states, "There shall be no charge for collection service of additional Roll Carts for Solid Waste."
	<b>A: Yes. The sentence will be removed.</b>
2.	Article 16, 16.1.1, 16.1.2 – Office hours Monday through Saturday 7am to 6pm. Since we do not run residential routes on Saturday, would the County consider changing the Saturday hours to 7am to 12pm?
	<b>A: Yes, except during a holiday schedule.</b>
3.	On page 37 of Sample Agreement, Article 21 Franchise Fee. Would the language be updated should the County choose to go with SO #2 or SO #4, to remove the franchise fee from residential and only have it on the Commercial?
	<b>A: No. Franchise Fees shall be paid in accordance with provisions in Sample Agreement Article 21 for all Service Options (#1,#2,#3, and #4).</b>
4.	In addendum #1 the county's response to question 11 states that the county will be deleting in its entirety Article 23.4. Addendum #2, question #5, concerns the collection of non-emergency storm

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	debris and franchisee compensation/negotiation, on page 11, Article 3.2.4. Please confirm that the county will modify Article 3.2.4 to delete any reference to Article 23.4.
	<b>A: Yes, all references to Article 23.4 will be removed.</b>
5.	The current contract allows for suspension of service (16.2.1 and 16.2.3) for both residential & commercial customers after nonpayment for two consecutive months. Would the County consider adding this language to the contract?
	<b>A: See response to Question 31 in Addendum No. 2. This will apply to both residential subscription customers and commercial customers.</b>
6.	On page 33 of the Sample Agreement, 18.2.6 requires the Franchisee to keep a Bulk Waste Log – date of collection, customer location, customer type, whether it was requested by the customer as a supplemental service or provided as part of the included collection services, type of material collected (bulk waste, white goods, or tires) and quantity of material. Would the County consider the Bulk Waste Log requirement just for the supplemental bulk waste, and not for the weekly routed bulk waste pickup?
	<b>A: Yes, a Bulk Waste Log will only apply to Supplemental Bulk Waste collection. Sample Agreement Article 18.2.6 will be modified to reflect that a Bulk Waste Log will only be required for Supplemental Bulk Waste collection.</b>
7.	On page 33, of the Sample Agreement, Article 18.2.6, the Article references “tires” in the type of material to be collected, but on Page 11 of the Sample Agreement, 3.2.2 (e) excludes tires from the agreement, so will the County be removing that from Article 18.2.6?
	<b>A: Tire collection shall be provided under the weekly Bulk Trash collection service and count as one item in the limit of up to four Bulk Trash items. The definition of Bulk Trash shall be modified to specifically include a “vehicular tire up to 25” in diameter which may be on or off the wheel rim.”</b>
8.	Is there a time frame on how long to reclaim approximately 130,000 carts (recycling & garbage)?
	<b>A: The Franchisee shall use industry accepted business practices to transition from existing to new carts and be ready for a full deployment and operations on commencement date. Additional details and timelines will be coordinated with winning Proposer during the transition period.</b>
9.	On page 14 of 51, for the non-performance history, would the County confirm that the list of litigation claims (exceeding \$150,000) need not include motor vehicle lawsuits?
	<b>A: The County does NOT confirm. Litigation claims exceeding \$150,000 shall include motor vehicle lawsuits.</b>
10.	RFP 2024020 Article 12.3 and Addendum 1 Question 23 confirms Indian River County is requesting all existing MSW and Recycle carts in the new contract effective October 1,2025. The current Solid Waste and Recyclables Collection Franchise Agreement Article 7.2.3. states the ownership of residential carts shall rest with Indian River County upon the expiration of the Agreement. The potential financial impact of replacing all residential carts could exceed \$10M, not all residential carts need replacing and this requirement is adding unnecessary capital expense that will burden

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	the residents. As an alternative, will the County consider modifying this requirement to state the awarded Franchisee must have a minimum of 10K MSW and 10K Recycle carts in inventory?
	<b>A: No, please respond to the RFP as requested.</b>
<b>11.</b>	Is it acceptable to use a wide page format (11" x 17" punched on 11" side) in the submittal, when needed, and we would count it as 2 pages?
	<b>A: Utilization of 11" x 17" is not acceptable. Pages sizes shall be standard letter 8.5 x 11 printed on front and back.</b>