

Indian River County Purchasing Division
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ADDENDUM NO. 1

Issue Date: August 14, 2019

Project Name: Yard Waste Processing and Recycling Services

RFP Number: 2019045

RFP Opening Date: August 20, 2019

This addendum is being released to answer questions received to date.
The information and documents contained in this addendum are hereby incorporated in the Request for Proposals. **This addendum must be acknowledged where indicated on the proposal information form, or the submittal will be declared non-responsive.**

Attachments:

Proposal Pricing Form
Exhibit B

Questions and Answers

1. On page 4, the second paragraph of the Overview Section states "The Contractor will process (includes vehicle receiving/traffic control services, load inspection, grinding, screening and loading) all incoming vegetative material into mulch and recycle all material designated by SWDD to maximize credits to Indian River County. The Scope of work on Page 4, first paragraph states "Contractor shall provide debris processing (includes vehicle receiving/traffic control services and creation of mulch) and disposal/recycling services for yard waste, landscaping debris, and land clearing delivered to the Yard Waste Facility."

There is no mention again of screening in the Scope of Work, and no details on what type of screening maybe required.

Is screening required as part of this contract? If so, what amount of the incoming material would need to be screened and to what size specifications.

Screening is not required by Indian River County; however, is encouraged to maximize the recycling of the mulch created from grinding of all incoming vegetative material. If screening is performed by the Contractor, then the cost for this service is built into the price per ton

included on the proposal pricing form. There will be no additional compensation to the Contractor for screening.

For consistency, the first paragraph in the Scope of Work on Page 4 of the RFP#2019045 is hereby deleted and replaced with the following: ***“Contractor shall provide debris processing (includes vehicle receiving/traffic control services, load inspections, grinding, screening and loading) to create mulch for disposal/recycling services for yard waste, landscaping debris, and land clearing delivered to the Yard Waste Facility.”***

2. On page 4 under Overview, the 4th paragraph states “A sample agreement is provided, with the initial term of the agreement anticipated to be seven years with a three-year renewal option, subject to contractor performance and determination by SWDD that the renewal is in the best interest of SWDD.”

Please confirm the terms of the Sample Agreement are to be used and relied upon for the purposes of this Proposal, since the Scope of Services Overview uses the term “anticipated” concerning the term of the contract which provides some ambiguity.

For consistency, the fourth paragraph under Overview is hereby deleted and replaced with the following: ***“A sample agreement is provided, with the initial term of the agreement to be seven years with a three-year renewal option, subject to Contractor performance and determination by SWDD that the renewal is in the best interest of SWDD.”***

3. The Sample Agreement does not have any provision for an Annual CPI increase. It is very difficult to provide pricing on a seven year agreement with one – three year renewal with no Annual CPI increase after the first year. We are requesting that an Annual CPI increase language be added similar to what is contained in the current Yard Waste Operations Agreement.

Article 3 – Contract Price and Article 4 – Payment Procedures in the Sample Agreement are hereby deleted and replaced with the following:

ARTICLE 3 - CONTRACT PRICE

- 3.01 The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents, subject to annual price adjustments (if approved by the County Administrator or designee) or by an approved contract amendment by the SWDD Board, the total amount in current funds being as follows (the “Contract Price”):

\$ ____ /TON PROCESS (RECEIVE, GRIND, SCREEN AND LOAD) YARD WASTE

\$ ____ /TON TRANSPORT AND DISPOSE/RECYCLE OF YARD WASTE

- 3.02 The prices above are applicable from October 1, 2019 through September 30, 2020.

ARTICLE 4 - PAYMENT PROCEDURES AND ADJUSTMENT

- 4.01** Once each month payments shall be made during the term of the Contract in the amount due on the Contract. Contractor shall submit an invoice to the SWDD Project Manager no later than the 10th day of each month for the previous month's tonnage. Payment to the Contractor shall be made for all undisputed amounts on or before the thirtieth (30th) calendar day or 20 business days of the SWDD's receipt of the invoice, whichever occurs later, upon verification by SWDD of the invoice submitted. The SWDD may reject the application in writing which shall specify the deficiency and the action necessary to correct the deficiency. Payment shall be due 20 business days after the SWDD's receipt of a corrected invoice.
- 4.02** SWDD shall make monthly payments as invoiced. Upon a determination of satisfactory completion, the SWDD Managing Director will authorize payment to be made. All payments for services shall be made to the CONTRACTOR by SWDD in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).
- 4.04** Rate Adjustment
- A.** All unit prices shall remain the same through September 30, 2020.
 - B.** Contractor may request an annual rate adjustment. Such request must be submitted in writing to SWDD no later than June 1 of the year in which Contractor would like the rate adjustment to go into effect. Such rate adjustments are subject to approval by the County Administrator or his designee. If approved, the rate adjustment would become effective October 1 of that year.
 - C.** If a rate adjustment is requested, the calculation shall be made as specified in Exhibit B and shall not exceed three percent (3%).
- 4.05** Performance Bond: The County requires an annual payment and performance bond in the amount of \$300,000 renewed annually with annual verification of insurance. The proof of bond and insurance will be subject to any consideration for a rate adjustment.

The referenced "Exhibit B" is provided as an attachment to this addendum.

- 4.** The Sample Agreement does not have any provision for the decision for the one-three year renewal to be by mutual consent with the County and Contractor. Previous Agreement did include this provision and we are requesting similar language in this Agreement.

The mutual provision was provided in the previous agreement due to the short term nature of the contract agreement. This is not applicable for an initial term of seven years in this agreement. However, the following clarification on the initial term and a notice of intent to

renew or not renew is added to the sample agreement to provide Contractor notification prior to the end of the initial term:

2.2. Initial Term

The term of this Agreement shall be for a period of seven (7) years beginning with the first year starting on the Commencement Date through September 30, 2020, and terminating September 30, 2026.

2.1. Renewal Option

At the sole option of SWDD, this Agreement may be renewed for one (1) additional term of three (3) years under the same terms and conditions as the initial term, including amendments. Franchisee shall be notified by SWDD no later than September 30, 2025 of its intent to renew or not to renew the Agreement. If renewed, the additional three (3) year term will begin on October 1, 2026, and terminate on September 30, 2029.

5. The Sample Agreement does not have any provision for the Agreement to be terminated by either party with at least 90 calendar days' notice of intent to terminate. Previous Agreement did include this provision and we are requesting similar language in this Agreement.

Additional terms are expected to be negotiated between the SWDD and top ranked proposer, although a 90 day termination for convenience clause to benefit the contractor is not. The "90 calendar days' notice of intent to terminate" was provided in the previous agreement due to the short term nature of the contract agreement. This is not applicable for an initial term of seven years in this agreement.

6. The RFP provides two Proposal Pricing pages, 18 of 39 and 19 of 39. Please confirm only one is to be used and submitted, since 18 of 39 does not appear to be completed. Also there are no Columns in the Pricing Table for Unit Price per Ton and Quantity, so as to calculate the Annual Amount for each Line Item. All other aspects of the RFP speak to tonnage information being provided by the County and used for invoicing. We request the Proposal Pricing Page be reviewed and adjusted for clarity.

All previous versions are hereby deleted and replaced with the attached updated Proposal Pricing Form to be used for response to RFP#2019045.

7. Does the yard waste provided to the land fill have to be "compost"? Could you please be specific with spec on grinding < the 1/4 inch?

No, the "mulch" not "yard waste" provided to the landfill for cover does not have to be "compost". The landfill cover material does not have a specific specification per se; however, "screened" fines are not acceptable for cover. The current contractor uses 6 inch grates to produce 3 ½ to 4 inch size mulch for cover.

8. Could be more specific on the amounts and location of material that is required to leave the site? Does the contractor have the responsibility to move at their expense? Could you provide last years offsite hauls (distance/quantities)?

Per the attached proposal pricing form, it is estimated that at least 40,000 tons per year will need to be disposed/recycled from the site. Yes, the contractor is responsible for any and all costs for the transportation and disposal/recycling of the material from the site.

The SWDD does not track the distance for off-site hauls and therefore this information is not available. The "Historical Summary of Yard Waste Processing Table" in the RFP provides quantity information for the past 7 years.

9. In your RFP the initial term is seven (7) years. Bonding would be required for a seven (7) year period at onset of agreement. The current contract is annually renewable and would allow bidders to provide an annual bond. Can this RFP be negotiated to be for an annually renewable period of seven (7) years with three (3) years of optional renewal? To require a seven (7) bond that is not annually renewable would preclude some company's ability to bid this project.

The term of the RFP remains as is; however, SWDD is willing to accept annually renewable bonds in the amount of \$300,000.

10. Can data be provided showing incoming Commercial and Residential Yard Waste volumes for Saturdays and Sundays in the month of August 2017?

SWDD does not differentiate between "Commercial and Residential Yard Waste". The differentiation is in the pricing of the material based on the material size. For the month of August 2017, the following total tons were received per the weekends listed below:

Weekend	Total Tons
August 5/6, 2017	129.14
August 12/13, 2017	144.47
August 19/20, 2017	300.93
August 26/27 2017	250.56

11. What frequency does IRCSWDD remove processed yard waste from the designated site?

The specific frequency to remove the processed yard waste is up to the Contractor, i.e. not set ton per day required for removal. However, the Contractor must operate the site to allow space for all incoming vegetative materials and to allow for a safe working environment.

12. Page 5 of RFP 2019045 under "Site Operation", 1. and 2., refers to materials rejected after being dumped. How many tons of "non-conforming" or "foreign materials" were removed from the Yard Waste site during 2016, 2017 and 2018?

It was 7.67 tons in Fiscal Year 2016/17, none in Fiscal Year 2017/18 and to date 15.18 tons in Fiscal Year 2018/19.

PROPOSAL PRICING – RFP #2019045 Yard Waste Operation

Contractor submits the following prices for the work described in this solicitation (describe per ton or other defined costs to be billed to SWDD for work as specified in the request for proposals):

Total annual pricing (this table must be completed):

Scope of Work	Quantity (tons/year)	Unit Price (per ton)	Annual Amount
PROCESS (RECEIVE, GRIND, SCREEN AND LOAD) YARD WASTE	75,000		\$
TRANSPORT AND DISPOSE/RECYCLE OF YARD WASTE	40,000		\$
Total Annual Amount			\$

Total Annual Amount in Words

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown above all of the services specified in the RFP document, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Name of Firm

Address

Authorized Signature

City, State, Zip Code

Title

() -

Phone

Date Signed

E-mail

EXHIBIT B – CALCULATION OF RATE ADJUSTMENT

One Hundred Percent (100%) of the rate adjustment shall be based on seventy-five percent (75%) of the change in the Consumer Price Index (CPI) between the month of June in the prior year (CPI1) and the month of June in the current year (CPI2). The CPI shall be the South Urban Region, All Items – All Urban Wage Earners and Clerical Workers, published by the United States Department of Labor, Department of Labor Statistics (Series ID = CWUR0300SA0)

If the designated index is discounted or substantially altered, SWDD may select another relevant price index published by the United States Government or by a reputable publisher of financial and economic indices.

The total rate adjustment is rounded to the nearest hundredth of a percent and in any given year shall not exceed three percent (3.0%) of the previous rate.

FORMULA FOR CALCULATING ANNUAL RATE ADJUSTMENT

$$\begin{aligned}\text{Annual Adjustment (as a Percentage) AA} &= (((\text{CPI2} - \text{CPI1}) / \text{CPI1}) * 0.75)); \\ \text{New Rate} &= \text{Round} ((\text{Current Rate} + \text{AA} * \text{Current Rate}), 2)\end{aligned}$$

Where:

“CPI1” = published CPI average for the month of June of the prior year

“CPI2” = published CPI average for the month of June of the current year

SAMPLE CALCULATION OF ANNUAL RATE ADJUSTMENT INCREASE

Assumptions: Current Rate = \$10.00 CPI1 = 226.618
CPI2 = 227.955

$$\text{Annual Rate Adjustment} = ((227.955 - 226.618) / 226.618) * 0.75 = 0.44\%$$

Annual Rate Adjustment of 0.44% is less than 3.0%, the maximum allowed.

$$\text{New Rate} = \text{ROUND} (\$10.00 * (1 + 0.0044), 2) = \$10.04$$

SAMPLE CALCULATION OF ANNUAL RATE ADJUSTMENT DECREASE

Assumptions: Current Rate = \$10.00 CPI1 = 226.618
CPI2 = 225.618

$$\text{Annual Rate Adjustment} = ((225.618 - 226.618) / 226.618) * 0.75 = -0.33\%$$

$$\text{New Rate} = \text{ROUND} (\$10.00 * (1 + (-0.0033)), 2) = \$9.97$$

Annual Rate Adjustment is subject to the approval of the County Administrator or his designee.