



**IN RESPONSE TO
TOWN OF SOUTHWEST RANCHES
RFP No. 22-008
Solid Waste, Recyclables, and Bulk Waste Collection
and Disposal Franchise Agreement
ADDENDUM 1**

Addendum 1 will respond to the following questions which were submitted in writing to the Town through April 14, 2022. If additional questions are received prior to the questions deadline, an additional addendum will be issued.

Note that the Town is extending the questions deadline from Monday April 18th to 11:00 a.m. Tuesday April 19th, 2022.

Questions asked and Town responses are provided below. Town responses are shown in **red font**.

1. Section 3.3. is very important and will be the criteria that will determine if the Town receives multiple Qualified Proposals or possibly just your current hauler. If you are seriously looking for options, please change the criteria of qualifications along with other items mentioned in this document. We believe that will realistically change the number of proposals you receive, giving you the options, you are looking to receive. In the Town of Davie everyone at the pre bid meeting yesterday was in attendance and they received 1 proposal they were then forced to go with. This being due to various items in their RFP preventing or all the other potential proposers to make a business decision not to submit a proposal. Besides qualifications issues being unrealistic for some companies, there were several other factors that placed too much risk upon the potential franchisee.

Please make the following requested changes:

3.3 Please make the following changes as these prevent highly qualified companies from submitting proposals that will be accepted meeting the criteria as currently written as “qualified”.

- a. “Company/Proposer” Accept the Owner, Stockholder, Member, Manger, Supervisor, that has been or is currently involved in the day-to-day operations of the company to qualify the company.
- b. Experience should be for any length of time, “not just within the past 3 years”. Letters of reference should count as evidence of experience, as depending on the age which shows length of experience of the proposer, the person giving the letter may not any longer be available to respond (death, retired, etc. from public service).
- c. Change to: Qualifier/Company must be currently in business at least 5 consecutive years, operating and servicing any type of residential, which includes commercial, multifamily, apartments, condominiums, mobile home parks, villas, commercial accounts, roll off, including those under nonexclusive franchise agreements. This should also account for “current



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service”. “Exclusive Contracts only within the past 3 years” needs to be eliminated.

- d. Contracts should not need to be exclusive or with a governmental entity. Any contract reference should qualify.
- e. The threshold of servicing 2500 dwelling units should be accepted also for non-curb-side locations, as some residential accounts use dumpster service or wheel out service. Total units should include all residential units serviced with carts, individual cans, or dumpsters.
- f. Item H excludes commercial service from being with a governmental entity so there is no valid reason why the residential service should need to be by all the reasons stated in above in items 1 a – e, if you are looking to attract highly qualified companies with valid track records to service a smaller city such as Southwest Ranches.
- g. You should be attracting smaller “boutique” companies that will service you as you deserve, the larger companies do not meet this criteria.

Answer: The Town is revising the following elements of the minimum qualifications:

Section 3.3, Overview, last sentence is revised as follows (additional text is shown as underlined, deleted text is shown in ~~strike through~~):

“A Proposer ~~cannot~~ may demonstrate compliance with the experience criteria in Subsections A, B, C, D, E, F, and G below for Proposers by ~~solely~~ relying on the experience of the individuals that comprise the Proposer’s staff or management team.”

Section 3.3, Experience, Item B is revised as follows (additional text is shown as underlined, deleted text is shown in ~~strike through~~):

“The Town prefers that the Proposer is currently ~~must be~~ providing Collection Service under at least two (2) qualifying residential contracts.”

2. Chapter 3 will the Town Supervisor be exclusive to the Town of Southwest Ranches?

Answer: No, the Field Supervisor is not required to be exclusive to the Town. As noted in relevant part in the Chapter 3 description, Proposers shall “*Indicate whether any of these individuals will be used to service any contract or franchise agreement for other cities or communities.*”

3. Chapter 6 Please allow for Compiled or Reviewed Financial Statements if Audited are not available in lieu of Tax Returns.

Answer: The Town is revising relevant parts of Chapter 6 in the following manner (additional text is shown as underlined, deleted text is shown in ~~strike through~~):



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Section 3.5, Proposal Description, Chapter 6, second paragraph, in relevant part:

"If the Proposer does not have audited financial statements, the Proposer may substitute non-audited financial statements and completed federal tax returns for the last two (2) years. In lieu of tax returns, the Proposer may provide compiled or reviewed financial statements."

4. Exhibit 1 5.D There needs to be a better guarantee of collection for the Contractor on billed amounts. Excess bulk needs to be agreed to and payment received by credit card in advance of pickup during that week, so piles do not sit. If the property owner does not respond the Town should cite them as they have the ability to enforce, leaving the contractor out of getting in the middle and bearing the risk of not being paid.

Answer: Exhibit A, Franchise Agreement, Section 5.D.(5) is revised as follows (additional text is shown as underlined, deleted text is shown in ~~strike through~~):

"(5) Bulk Waste in excess of twelve (12) cubic yard limit. If a Residential Service Unit places more than twelve (12) cubic yards of Bulk Waste curbside for Collection, the Contractor is not obligated to collect more than twelve (12) yards of Bulk Waste per Collection day. For Bulk Waste in excess of twelve (12) yards, the Contractor may charge the Residential Service Unit the Special Collection Services per cubic yard rate for Excess Bulk Waste as long as the Residential Service Unit has requested such service, and the Contractor and Residential Service Unit have agreed to such Special Collection additional charge shall collect all Bulk Waste and shall automatically invoice the Residential Service Unit for the amount of Bulk Waste exceeding the twelve (12) cubic yard limit in accordance with the fee schedule set forth in Exhibit 1. If the Residential Service Unit does not agree to the Special Collection per cubic yard charge, the Contractor shall notify the Administrator and the Administrator (or his/her designee) will return to the location with the Contractor to resolve the dispute between the Contractor and the Residential Service Unit and determine whether and how much Excess Bulk Waste will be collected, and the amount the Residential Service Unit will be billed for the Special Collection Service per cubic yard rate. In any case of more than twelve (12) cubic yards, the Contractor shall take digital photographs of the entire pile and include a dimensional reference (i.e., a measuring stick) in the photograph prior to Collection to document the size of the Bulk Waste pile. At a minimum, photographs should be taken from three (3) sides of the pile. If the Residential Service Unit fails to remit payment within thirty (30) calendar days, the Town shall bring the nonpayment before its Special Master in accordance with its Code Enforcement procedures. If the amount owed to Contractor is collected, it shall be tendered to Contractor within thirty (30) days from the receipt of same. The Town is not responsible for any uncollected amounts."



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5. Billing for additional carts should be, if the contractor is responsible for payment should follow the procedure of Broward County. The additional cart service is billed by the contractor prior to the beginning of the tax year and needs to be paid by credit card for the entire year prior to the year starting. This procedure may be in the Franchise Agreement.

Answer: No, the Town will not change the procedure for the Contractor to bill Residential Service Units that request an additional cart. It will be billed by the Contractor as described in Section 6.A.(4) of the Agreement provided as Exhibit A to the RFP.

6. Replacement carts should be paid by the residential unit in advance of delivery.

Answer: Section 6.C.(4) of the Agreement provided in Exhibit A of the RFP is revised as follows (additional text is shown as underlined, deleted text is shown in ~~strike~~through):

“(4) The cost of replacing Carts due to loss, theft (without a documented police report), or destruction through no fault of the Contractor shall be charged by the Contractor to the Residential Service Unit for an amount not to exceed the Rate schedule set forth in Exhibit 1. This Rate may be adjusted by the Town if the Contractor provides sufficient documentation to demonstrate that such adjustment is warranted. This fee may be collected from the Residential Service Unit by the Contractor prior to or at the time of delivery of the Cart.”

7. After the deadline for asking questions, if there are questions pertaining to completing any of the forms, can proposers still ask the question to the procurement office?

Answer: Yes, Proposers may contact the Town’s Contact Person indicated in Section 1.7 of the RFP after the deadline for asking questions.

8. Proposer Experience Forms Appendix Q, please change format to include requested revisions in #1 of this document.

Answer: See response to Q1. No edits to Appendix Q are necessary.

9. Please provide a current list of all commercial accounts with the size container and days of service.

Answer: Yes, see Attachment A to this Addendum 1, containing two Excel files. One file provides commercial customers currently serviced with front loaders. The second file provides commercial customers currently serviced with roll off containers.



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10. Please provide a commercial franchise fee report form the most current month submitted to the Town.

Answer: See response to Q9 and review Attachment A to this Addendum 1. The franchise fee amounts are equal to 10% of the dollar amounts shown in column H and I, respectively.

11. Would the Town consider separating the Bulk/Yard waste into a separate bid where a bidder could on solely that service on combined as it is currently?

Answer: No, the Town will not separate the Bulk Waste services into a separate agreement; however, as noted in the RFP, subcontractors are allowed. In other words, if an attendee of the pre-proposal meeting wished to include a subcontractor (or be a subcontractor) for the Bulk Waste services, it is allowed. Also note joint ventures are allowed to propose.

12. [Regarding Franchise Agreement] Section 1 Renewal option needs to be by both parties agreeing.

Answer: Section 1.C Renewal Option in the Agreement provided in Exhibit A, already states “with the concurrence of the Contractor”.

13. [Regarding Franchise Agreement] V. We do not agree the contractor should be responsible for contaminated recyclable material, this is needs to be mitigated through education to the residents. Processing fees and contamination fees are whatever the facilities charge. Contractor cannot see what is in the cart with the lid closed in an automated or semiautomated situation and must be protected from financial risk, which is beyond their control.

Answer: No edits to the RFP or Agreement will be made in regard to this request. The passage of House Bill 73 which took effect October 1, 2020 and is reflected in Florida Statute 403.706 requires that franchise agreements define “contaminated recyclables”. The Town’s agreement must follow state law. Also note Section 7.B of the Agreement provided in Exhibit A clearly states the Contractor is not obligated to open a Recycling Cart. Further, Section 11.D and 11.E of the Agreement describe the Contractor’s role in education and outreach.

14. [Regarding Franchise Agreement] GG would like the ability to negotiate additional holidays to add for employee benefits due to the difficulty in the current jobs market to attract quality employees.



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Answer: The Town is willing to add more holidays to the definition of Holidays and anticipates these additional holidays would be agreed upon during negotiations with the Winning Proposer.

15. [Regarding Franchise Agreement] RR. Please change to 96-gallon carts as with boxes from holidays and increased Amazon/Home deliveries and the emphasis on additional recycling it would be more beneficial and possibly reduce collection costs for additional carts if they were the same size as solid waste containers.

Answer: No, the Recycling Carts will remain approximately 65-gallons in size.

16. [Regarding Franchise Agreement] WW Do not agree with the retainage procedure. We need the ability suggest or negotiate alternative language.

Answer: The Town will remove the performance incentive language from the Agreement provided in Exhibit A in its entirety. This means the following sections and subsections in the Agreement are deleted (deletions shown as strikethrough text):

Section 2, Definitions (Items II and WW):

~~II. Initial Period means the period from April 1, 2023 through January 31, 2024.~~

~~WW. Retainage means the amount the Town withholds from its monthly Residential Collection Service payment to the Contractor pending completion of the Town's Monthly Performance Evaluation of the Contractor's performance as described in Section 12, below.~~

Section 12, Residential Rates and Billing (Sections K and L):

~~K. Retainage and Monthly Performance Evaluations. Each month the Town shall evaluate the Contractor's performance of the Essential Duties based on the Performance Criteria set forth on the Monthly Performance Evaluation Form attached as Exhibit 5. The Town will complete and submit a copy of the completed evaluation to the Contractor within ten (10) Days after the end of the month in which the services were rendered. Commencing after the expiration of the Initial Period and continuing each month thereafter during the Term, the Town shall withhold and retain five percent (5%) of the Contractor's monthly Residential Collection Service payment pending completion of the performance evaluation for that month. The overall monthly evaluation results will determine the amount of the retained monthly Residential Collection Service payment the Contractor will receive. If the Contractor fails to meet one or more of the Essential Duties Performance Criteria stated on the Monthly Performance Evaluation Form, then it shall not be entitled to receive the percentage of the Retainage applicable to each such criterion and the Town shall be entitled to~~



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~~keep the same. The Administrator's decisions regarding the Contractor's performance of the Essential Duties shall be final and non-appealable.~~

~~L. Performance Incentive Payments.~~

~~(1) Purpose. The Performance Incentive described in this Section 12.L. has been designed to provide the Contractor reasonable flexibility to exercise its expertise and knowledge of best management practices to exceed the Performance Criteria for the Essential Duties. The Performance Incentive affords the Contractor an opportunity to be rewarded each month that it exceeds specific performance benchmarks as further described in this Section.~~

~~(2) Description. Subject to the monetary limitations stated in Section 12.L (4) below, the Contractor may earn Performance Incentive payments each month by exceeding designated benchmarks in its performance of the Essential Duties as stated on the Performance Incentive Table attached as Exhibit 5 Monthly Performance Incentive Benchmarks and Calculation Example.~~

~~(3) Eligibility. Performance Incentive payments reward the Contractor for exceeding the performance expectations for the same Essential Duties on which it is evaluated each month. Accordingly, the Contractor shall not be eligible to receive a Performance Incentive payment with respect to any Essential Duty for which the Contractor did not receive the full amount of Retainage withheld because it failed to meet the applicable Performance Criteria in its Monthly Performance Evaluation for that same month.~~

~~(4) Annual Maximum Amount. The maximum Performance Incentive amount payable each Operating Year will equal five percent (5%) of the gross Residential Collection Service payment the Contractor is eligible to receive for that Operating Year. The monthly Performance Incentive payment amount will be determined as stated on the attached Exhibit 5. The Town will evaluate the Contractor's performance monthly, determine any Performance Incentives earned, and disburse the earned amounts quarterly as a lump sum payment in accordance with the following schedule:~~

Quarter	Payable
October through December	January 30th
January through March	April 30th
April through June	July 30th
July through September	October 30th

~~(5) Monthly Maximum Amount. The maximum Performance Incentive amount accruable each month will equal one twelfth (1/12th) of the maximum Performance Incentive amount payable for the applicable Operating Year.~~

EXHIBIT 5 Is deleted in its entirety.



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17. [Regarding Franchise Agreement] How many current back door pickups are there?

Answer: The Town is only aware of one current back door pickup customer.

18. [Regarding Franchise Agreement] H. Pickup hours. Would commencing the pickup times to start at 6:00 a.m. be possible? With current congestion at the disposal facilities, all trucks starting at 7:00 a.m. seem to arrive at around the same time, this 1-hour difference would increase productivity and service to the Town, getting them done with routes earlier.

Answer: No, the Town will not revise the hours of collection.

19. [Regarding Franchise Agreement] 5 B (4, 5, 6) Excess bulk waste procedure as identified in # 4 on page 1 of this document needs to be implemented not place the risk on the contractor. Photos, etc. need to be sent to the City who send to property owner for approval and payment in advance directly to the contractor for pick up the same week. This eliminates magistrate hearings, questions regarding size of piles, etc. With very large piles it can also be suggested the property owner plan ahead and make arrangements for a roll off prior to placing piles out by the street. Possibly any bulk/yard waste volumes in excess of 12 yards. Property owner needs to order a roll off.

Answer: See response to Q4 above.

20. [Regarding Franchise Agreement] Section 6 All carts should be a standard 96-gallon size to maximize use, not to create confusion. Offering various sizes to a Town of only 2600 units, considering 1x per pickups with plenty of room for storage really does not make any sense.

Answer: See response to Q15 above.

21. [Regarding Franchise Agreement] Section 11 with locations labeled TBD, or N/A a contractor has no way to factor those costs into the bid, there must be some way for the contractor to be protected and compensated.

Answer: As indicated in Section 11 A of the Agreement provided in Exhibit A of the RFP, in the table of locations, the asterisk (*) indicates possible future locations. The Town does not know service levels for those items indicated "TBD", though we anticipate it would not exceed the service listed for other locations listed in the table.



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22. [Regarding Franchise Agreement] Section 12 F. There should no 5% limit on CPI especially the way operation costs are increasing and no reduction, as this is only adjusted once per year and a contractor has no way to recapture costs that increase in the middle of the year. This is another financial risk to the contractor.

Answer: The Town is revising Section 12.F subpart (3) of the Agreement provided as Exhibit A to the RFP to increase the cap from 5% to 6% in the following manner (additional text is shown as underlined, deleted text is shown in ~~strike~~through):

"The rates as adjusted for the CPI Index shall be rounded to the nearest penny. Notwithstanding anything else contained herein, a single CPI adjustment to the Rates shall not exceed ~~five~~ six percent ~~(5%)~~ (6%) and there shall be no "catch up" adjustment to the Rates in future years (i.e., there will not be an adjustment to the Rates in the future to offset or mitigate the effect of the ~~five~~ six percent ~~(5%)~~ (6%) "cap" in a year when the CPI adjustment would exceed ~~five~~ six percent ~~(5%)~~ (6%), but for the ~~five~~ six percent ~~(5%)~~ (6%) limitation contained herein."

23. [Regarding Franchise Agreement] Any rate adjustment should not need Town Council approval if the increases are in the franchise agreement which has been previously approved, and they are automatically tied to an index. The formula and amount is the only thing that should need approval from the Town Administrator.

Answer: The Town is revising Section 12 Residential Rates and Billing, item F subpart (1) of the Agreement provided as Exhibit A to the RFP in the following manner (additional text is shown as underlined, deleted text is shown in ~~strike~~through):

*"Subject to the conditions herein ~~and Council approval~~, on October 1, 2023 and each October 1 thereafter during the term of this Agreement, the portions of Rates indicated in Exhibits 1 and 2 ~~may~~ shall be adjusted, upward or downward, by the Administrator, in an amount that is equal to the percentage change (PC) in the Consumer Price Index for All Urban Consumers (Series Title: **Garbage and trash** collection in U.S. city average, all urban consumers, seasonally adjusted; Series ID: CUSR0000SEHG02), as published by the United States Department of Labor, Bureau of Statistics, or a successor agency ("CPI") during the most recent twelve (12) consecutive month period ending on the last day of the month of April. For example, with regard to the CPI adjustment on October 1, 2024, the relevant period will be May 1, 2023 through April 30, 2024. for the twelve (12) month period."*

24. [Regarding Franchise Agreement] Section 12 H. Generation factor should be "trued up" once per year increase or decrease as disposal fees are a major portion of the contractors' expenses, factor affecting this do change, and to ask someone not to consider an adjustment but one time in a 7.5-year time frame is unreasonable.

Answer: No, the Town will not adjust the language in 12.H of the Agreement provided as Exhibit A to the RFP relating to generation factors.



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25. [Regarding Franchise Agreement] K. We do not agree with any retainage, but some negotiated performance standards the contractor must adhere to with reasonable flexibility to daily changing circumstances. This will only cause proposers to inflate the price to protect themselves. The contractor just needs to abide by the agreement and pick up the material in a timely manner as agreed upon. This is why the Town needs to hire as their partner a qualified company with a solid track record.

Answer: See response to Q16 above.

26. [Regarding Franchise Agreement] L. Incentives are great if contractor exceeds expectations. This can be negotiated.

Answer: See response to Q16 above.

27. [Regarding Franchise Agreement] Section 15 Please remove the word “audited” as not all companies produce audited financial statements replace with reviewed or compiled.

Answer: See response to Q3 above.

28. [Regarding Franchise Agreement] Section 20 C. Please change time for missed collections complaints received that need to be collected the same day to noon, anything after noon time should need to be collected before noon the following day. This follows Broward County’s language and other Cities.

Answer: The Town is revising Section 20.C of the Agreement provided as Exhibit A to the RFP to adjust the time for missed collection in the following manner.

Section 20 SERVICE INQUIRIES, COMPLAINTS, AND PROPERTY DAMAGE item C as follows (deletions shown as ~~strikethrough~~-text):

*“For those complaints related to missed Collections, Contractor shall make every effort to return to the service address and collect the missed materials that same day. For missed Collection complaints that are received by ~~3:00~~ **12:00** p.m. on a Work Day, the Contractor must return to the service address and collect the missed materials that same day. For missed Collection complaints that are received after ~~3:00~~ **12:00** p.m. on a Work Day, the Contractor must return to the service address and collect the missed materials by noon of the following Work Day.”*



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29. [Regarding Franchise Agreement] Can the bid due date be extended by one week as the week prior is the National Waste & Recycling Association yearly conference & seminar, May 9 – 12 where we believe a lot of industry individuals will be attending.

Answer: No, the Town is not revising the Proposal due date at this time.

30. Will the City accept alternate proposals, specifically for the separate collection of bulk waste?

Answer: No, the Town will not accept separate Proposals only for bulk waste collection. See response to Q11 above.

31. Is the City willing to adjust the bulk pick up schedule as stated in the RFP from three days per week to a five or six days per week schedule in order to maintain the assets and employees necessary to perform the bulk and yard waste collection services as proscribed in the RFP?

Answer: Yes, the Town will allow Bulk Waste Collection Service to occur six days per week. Note that Section 5.B. of the Agreement provided as Exhibit A to the RFP has no requirements for specific days of service; only requires Collection Service every other week per Residential Service Unit. Also note Section 5.H of the Agreement allows for Residential Collection Services to occur Monday through Saturday.

32. 3.3 MINIMUM QUALIFICATIONS Overview Last Sentence revision request,

Current Sentence: A proposer cannot demonstrate compliance with the experience criteria in Subsections A, B, C, D, E, F, and G below for Proposers by solely relying on the experience of the individuals that comprise the Proposers staff or management team.

Question - Would the Town consider revising the last sentence by removing the word "cannot" and replacing with "can" as written below?

Revision: A proposer can demonstrate compliance with the experience criteria in Subsections A, B, C, D, E, F, and G below for Proposers by solely relying on the experience of the individuals that comprise the Proposers staff or management team.

Answer: See response to Q1 above.

33. Would the Town consider revising the Experience, A statement as written below?

Revision: The Proposer or the Proposers Principals or Management team must have at least five (5) years' experience in the waste and recycling industry and have



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provided collection services curbside pursuant to qualifying contracts described in section C below.

Answer: No, the Town will not revise this item A under Section 3.3, Minimum Qualifications.

34. Would the Town consider revising the Experience, B statement as written below?

Revision: The Proposer has provided collection service under at least two (2) qualifying residential contracts.

Answer: See response to Q1 above, which modified item B.

35. Would the town consider lowering the dwelling units from 2500 down to 1000 dwelling units?

Answer: No, the Town will not revise this item D under Section 3.3, Minimum Qualifications.

36. Would the Town consider an alternative Bulk Collection proposal format?

Answer: Yes, see response to Q4 above.

37. Definitions Item G, H BULK TRASH/BULK WASTE

In the definition for bulk trash, it makes mention of many materials from white goods to rocks to furniture including roofing materials. Bulk Waste definition combines bulk trash with yard waste. Items such as, appliances, roofing materials, and concrete cannot be mixed with yard waste, in fact most of the items you list in bulk trash definition cannot be collected and accepted in any facility.

Question: Would the Town consider changing the definition for Bulk Trash/Bulk Waste to the suggestion below?

Answer: No, the Town will not change the definition of Bulk Trash or Bulk Waste. As noted in Section 5.B. of the Agreement provided as Exhibit A to the RFP, specifically part (3):

"The Contractor may collect Bulk Trash and Yard Trash in the same vehicle or in separate vehicles but shall collect such material in such a way that Yard Trash can be separated for recycling. Residents are asked to place non-containerized Yard Trash separate from Bulk Trash into an unobstructed pile so as to permit the Contractor to collect such Yard Trash with a grapple or clam truck, although at times hand collection, or an alternative method of collection, may be required. Collection of Yard Trash shall be on the same Collection day as Collection of Bulk Trash."



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38. Page 24 – K RETAINAGE AND MONTHLY PERFORMANCE EVALUATIONS

Question - Will the town consider removing section K, and addressing issues thru the liquidated damages section where all these issues are already addressed, may I suggest the following as timelines?

Missed pick-up – within 24 hrs.

Property Damage – within 72hrs.

Cart replacement – within 48 hrs.

Answer: See response to Q16 above, which removes references to performance incentives and retainage in their entirety.

Also see response to Q28 regarding timing for missed collections.

Regarding property damage, as noted in Section 20.F of the Agreement, the Contractor may request a time extension beyond the 2 day period. The Town is not modifying the current language in the Agreement.

As noted in Section 6.C of the Agreement, Contractor has five days to replace carts. The Town is not modifying the current language in the Agreement.

39. SECTION 43 ASSIGNMENT Current Sentence: The Town shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Contractor.

Question-Will the town consider replacing the verbiage in the above sentence to the below revision?

Revision: The Town will not unreasonably deny any proposed or actual assignment by the Contractor.

Answer: No, the Town is not willing to make the suggested change.

40. SUBCONTRACTING Current Sentence: Contractor shall not employ subcontractors without the advance written permission of the Town.

Question-Will the town consider replacing the verbiage in the above sentence to the below revision?

Revision: Contractor shall not employ subcontractors without the advance written permission of the Town, said permission shall not be unreasonably withheld.

Answer: No, the Town is not willing to make the suggested change.

41. SECTION 5 RESIDENTIAL COLLECTION SERVICES

Current Sentence: The Contractor shall provide Residential Solid Waste Collection using Automated Collection Service to all Residential Service Units in the Service Area two (2) times per week with not less than forty-eight (48) hours or more than seventy-



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two (72) hours between regularly scheduled pickup days, [alternate: one (1) time per week] with the exception of Holidays as set forth herein. To the greatest extent possible, Contractor shall maintain the existing Collection schedule, unless a modification is approved by the Administrator.

Question: Would the town please clarify and correct the verbiage in the above sentence to the below proposed revision?

Revision: The Contractor shall provide Residential Solid Waste Collection using Automated or Semi- Automated Collection Service to all Residential Service Units in the Service Area two (2) times per week with not less than forty-eight (48) hours or more than seventy-two (72) hours between regularly scheduled pickup days, [alternate: one (1) time per week] with the exception of Holidays as set forth herein. To the greatest extent possible, Contractor shall maintain the existing Collection schedule, unless a modification is approved by the Administrator.

Answer: There are no revisions shown in the “Revision” text provided with this submitted question. If the confusion is in regard to the “not less than forty-eight (48) hours or more than seventy-two (72) hours between regularly scheduled pickup days” because of the “[alternative: one (1) time per week]”, note that if the Town elected the once per week collection option, the language regarding 48 hours and 72 hours would be deleted.

If this is not the reason for requested clarification, please resubmit your question prior to the April 19th deadline for questions.

42. Please allow for further negotiation of items in the Franchise Agreement with the selected hauler or hold an additional meeting/workshop with all haulers that are qualified to submit proposals to agree upon terms in advance, as there are multiple issues that must be agreed to in advance of submitting pricing that will affect the best possible package for the City. Most RFP’s allow for negotiation afterwards with the hauler of the actual agreement.

Answer: As noted in Section 2.11 – Written Agreement of the RFP, each Proposer shall prepare its Proposal, including its price proposal, assuming the terms and conditions of the Agreement, including revisions made through addenda, will not be further revised. The purpose of not allowing conditional proposals is an effort to provide an accurate comparison of Proposals for the Selection Committee. The Town may negotiate further with the Winning Proposer once the Selection Committee has scored Proposals, though the Town is not obligated to further negotiate.

43. Consider an Option for Bulk Pickup: Anytime during the week or two preceding the designated schedule for that section, this is commonly referred to as a Concierge Bulk Pickup Service, perfect for Southwest Ranches due to it’s size and issues with piles



**IN RESPONSE TO
TOWN OF SOUTHWEST RANCHES
RFP No. 22-008
Solid Waste, Recyclables, and Bulk Waste Collection
and Disposal Franchise Agreement
ADDENDUM 1**

sitting out for periods of time. Customers would email in for service, piles are checked in advance, any issues are addressed, confirming it falls within the yardage limits or if payment needs to be submitted in advance. Details can be negotiated in advance as this has worked well in other areas and the hauler knows what equipment is needed in advance instead of being overwhelmed as bulk is unpredictable, and this will eliminate the piles sitting out for long periods of time issue. Bulk Trash needs to be separate from yard waste to enhance recycling, as all yard waste normally is mulched, and should be in separate piles. Bulk definition needs to be household discards, not construction material for which roll off containers are used.

Answer: See response to Q4 above regarding revisions to Excess Bulk Waste Collection Services. Also see response to Q37 above regarding the separation of Bulk Trash and Yard Trash. No other changes to Bulk Waste Collection Service are being made.

44. The retainage needs to be replaced with some leeway for the hauler due to extenuated circumstances not under their control. The main issue seems to be communication with the Town. This needs to be daily. There needs to be specific time lines to accomplish any requests ie; cart replacement (within 3 days following request), etc. missed pick per our prior recommendation (following day before noon), prior to any fines etc. Once a set amount is reached (a reasonable percentage of total homes, then there should be some penalties to be negotiated on a per occurrence basis as other franchise agreements.

Answer: See response to Q16 above which removed performance incentives and retainage language in its entirety.

45. Can you please provide the current rates for all residential and commercial solid waste services for the Town of Southwest Ranches?

Answer: Please see Attachment B to this Addendum 1, which shows the rates that became effective on October 1, 2021.