



ADDENDUM No. 2

JUNE 27, 2019

Solicitation Title: Sanitation Services

Solicitation No.: RFP 22-18-19 Opening Date: **Wednesday, July 17, 2019**
by 3:30PM (LOCAL TIME)

Attention all potential bidders:

- MUST Addendum:** Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" addenda are considered a matter of responsiveness. "MUST" addenda must be acknowledged on Form "A-5. Failure of a Submitter to acknowledge the addenda may be cause for rejection of the bid.

To all prospective bidders, please note the following changes:

1. **The deadline for submittal of bids has been extended as follows:**

SUBMITTAL DEADLINE:

~~WEDNESDAY, JULY 10, 2019~~ **WEDNESDAY, JULY 17, 2019** BY NO LATER THAN
3:30PM (LOCAL TIME)

Please note the following additional changes:

1. **Section 2.2 BACKGROUND now reads:**

The City is a suburban city located in northeast Miami-Dade County, Florida. As of 2010, the City's population recorded by the U.S. Census Bureau was 58,786. Additionally, in 2010, the Census Bureau recorded 22,110 households, with 12.8% being vacant.

Residential Solid Waste, Yard Waste and Recycling Collection is mandatory in accordance with Chapter 9 of the City Code of Ordinances, entitled "Garbage and Trash" as amended and attached hereto as Attachment "B".

The City has approximately 12,700 homes or units that receive Residential Sanitation Services.

AMENDED TO READ:

Section 2.2 BACKGROUND

The City is a suburban city located in northeast Miami-Dade County, Florida. As of 2010, the City's population recorded by the U.S. Census Bureau was 58,786. Additionally, in 2010, the Census Bureau recorded 22,110 households, with 12.8% being vacant.

Residential Solid Waste, Yard Waste and Recycling Collection is mandatory in accordance with Chapter 9 of the City Code of Ordinances, entitled "Garbage and Trash" as amended and attached hereto as Attachment "B".

The City has approximately 10,026 homes or units that receive Residential Sanitation Services and approximately 825 establishments that receives Commercial and Multi-family Services.

2. Section 2.7 MINIMUM REQUIREMENTS now reads:

To be considered for award of this Solicitation, the Respondent must demonstrate that the firm has legal authority, sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.7.1 City of North Miami Business Tax Receipt

Respondent must have a current City of North Miami Business Tax Receipt for Private Waste Collectors as of the proposal due date.

2.7.2 Licensing Requirements

Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz.org report with your company registered in active status.

2.7.3 Years of Experience and References

Proposer must have successfully provided residential and/or commercial sanitation service, including solid waste, recyclable material, yard trash and bulk waste, to at least two (2) government agencies within the last five (5) years, preferably within the State of Florida. Please provide references for at least two (2) government agencies for which the Respondent has provided Sanitation Services similar to the one requested by this Solicitation within the last five (5) years.

2.7.4 Performance Bond

Each Proposer must provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond that will satisfy the requirements reflected in Section 2.10 of this Solicitation.

2.7.5 Bid Bond

In accordance with the City's Code of Ordinance, Article III – Procurement Code, Section 7-176, a Bid Bond is required for competitive sealed proposals when the price is estimated to exceed one hundred thousand dollars (\$100,000.00). The amount of the guarantee shall be five percent (5%) of the total proposal amount.

AMENDED TO READ:

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The City further reserves the right to consider the experience of a Proposer’s senior management team to determine whether the Proposer satisfies the minimum years of experience required in this RFP. The City shall have the exclusive right to determine whether a Proposer will be deemed to have satisfied the City’s minimum years of experience requirements, based on the experience and qualifications of the Proposer’s senior management team. The senior management team shall include, but not be limited to, positions such as: Chief Executive Officer, Chief Operating Officer, Senior Vice President of Operations, Director of Operations, Regional Vice President, etc.

Proposers are required to clearly identify members of its senior management team which it wants the City to consider in determining years of experience. Resumes with previous work history, job descriptions, education, and references should be included.

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3. Section 2.24 City’s Clean Team Taskforce now reads:

The Clean Team is utilized as an emergency response team that is part of the City’s Clean Team Taskforce initiative to address emergency sanitation issues and to also proactively remove trash and litter from all City facilities and public right-of-ways. No later than June 30, 2021, and each year thereafter during the Term of the Franchise Agreement, including renewal options, Contractor shall fund the Clean Team Taskforce each City fiscal year. The City’s fiscal year is October 1st through September 30th. The Clean Team Taskforce fiscal year budgets are as follows:

FISCAL YEAR	DATES	BUDGET
FY21/22	October 1, 2021 through September 30, 2022	\$265,278.00
FY22/23	October 1, 2022 through September 30, 2023	\$265,278.00
FY23/24	October 1, 2023 through September 30, 2024	\$265,278.00

AMENDED TO READ:

The Clean Team is utilized as an emergency response team that is part of the City's Clean Team Taskforce initiative to address emergency sanitation issues and to also proactively remove trash and litter from all City facilities and public right-of-ways. No later than June 30, 2021, and each year thereafter during the Term of the Franchise Agreement, including renewal options, Contractor shall fund the Clean Team Taskforce each City fiscal year. The City's fiscal year is October 1st through September 30th.

Respondents should note that the Clean Team Taskforce fiscal year 2020 budget, which begins October 2020, is \$386,976.00. This figure should be considered the base payment that is to subject future escalations based upon annual percentage changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), for Fort Lauderdale-Miami, as published by the United States Department of Labor, Bureau of Labor Statistics.

4. Section 3.2 z) Designated Disposal Facility now reads:

The term "**Designated Disposal Facility**" shall mean the facility in the Interlocal Agreement dated September 25, 2008 between Metropolitan Dade County and Contract Cities for City Use of the County Solid Waste Management System the City as amended and as affected by that certain Grant Agreement between Miami-Dade County and the City, and amended by that certain First Amended Grant Agreement dated September 16, 1999 and Second Amended Grant Agreement dated March 26, 2004 relative to the City's Munisport Landfill Site (collectively, the "Grant Agreement". The City reserves the right to designate an alternative Designated Disposal Facility. The Contractor shall be responsible for all Disposal Charges owed to the Designated Disposal Facility from Contractor Collection Service.

AMENDED TO READ:

The term "**Designated Disposal Facility**" shall mean the aggregate of the solid waste management facilities owned or operated under contract with Miami-Dade County Department of Solid Waste Management, which includes the North Dade Landfill, South Dade Landfill, Resources Recovery Facility, Waste Management of Florida, Inc. Landfill in the City of Medley, Florida, Northeast Transfer Station, Central Transfer Station, West Transfer Station, and other such facilities as may be added by Miami-Dade County.

In accordance with First Amended and Restated Interlocal Agreement Between Miami-Dade County and Contract Cities For City Use Of The County Solid Waste Management System, dated March 26, 2004 and attached hereto as Attachment "E", after award of contract but prior to service commencement, the City and successful Proposer shall agree on the Designated Disposal Facilities.

5. Section 3.16 c) Distribution now reads:

Should the City elect to exercise the option for Roll-out Container services, the City shall provide the Contractor with a listing of the Residential Service Units that are to receive Roll-out Containers and the number of the Roll-out Container requested by each Residential Service Unit, within one month of award. The Contractor shall begin distribution of the Roll-out Containers within thirty days of the award and complete the distribution within fifteen (15) calendar days. Roll-out Containers shall meet the specifications provided by the Contractor and approved by the City. The Contractor shall distribute fully assembled and functional Roll-out Containers to new Service Units that are added to Contractor's Service Area during the term of the Contract. The number of the Roll-out Containers to be distributed will be in accordance with the information to be provided by the City to the Contractor and the

distribution shall be completed within five (5) Work Days of receipt of the information from the City.

AMENDED TO READ:

Roll-out Containers shall meet the specifications provided by the Contractor and approved by the City. The Contractor shall distribute fully assembled and functional Roll-out Containers to new Service Units that are added during the term of the Contract. The number of the Roll-out Containers to be distributed will be in accordance with the information to be provided by the City to the Contractor and the distribution shall be completed within five (5) Work Days of receipt of the information from the City.

6. Section 3.19 Neighborhood Recycling and Transfer Station now reads:

The City may request Contractor to set up Neighborhood Recycling Stations for the purpose of collecting Recyclable Materials at the rates established herein. The City shall designate location(s) and number and type of Recycling containers for each location. Contractor shall be responsible for handling of Recyclable Materials and transporting of same to the Designated Recycling Facility.

AMENDED TO READ:

After award of contract, the City may enter into negotiations with the successful Contractor to set up Neighborhood Recycling Stations for the purpose of collecting Recyclable Materials for the residences of the City.

7. SECTION 6.0 PRICE PROPOSAL FORM is replaced with the REVISED SECTION 6.0 PRICE PROPOSAL FORM included as Attachment "T" of this Addendum.

Request for Information, Questions, and Clarifications:

Q.1 "As a partnership, renewal options should be mutual. Will the City revise?"

A.1 **Section 2.4 shall remain as stated.**

Q.2. "We understand the Bid Bond is based on annual revenue. In order to determine annual revenue, and in fact, to even fully understand the scope of work, proposers need to know the number of customers for each service level, including commercial and multi-family dwellings. To date, the City has not provided that information."

A.2 **Please refer to Amended Section 2.2.**

Q.3 "Same issue as with the Bid Bond: Annual revenue cannot be determined without the City providing the number of customers for each service level."

A.3 **Please refer to Amended Section 2.2.**

Q.4 "Stated as "opinion of the City Manager's representative," this section is somewhat vague and/or subjective. Please clarify the cure period and process, and include language in this section exempting those issues that are caused by customers and/or are beyond the control of the Collector, etc.

A.4 **The cure period and process shall be in accordance with City Administrative Regulation 00-105 Establishment of Policy For Monitoring and Reporting Vendor Performance, attached hereto as Attachment "F".**

Please refer to the definition of Excessive Missed Collection in Section 3.2cc.

- Q.5** “Miami-Dade County mandates payment of a "Disposal Facility Fee" on any solid waste revenues derived from areas that were unincorporated as of February 16, 1996 or later. Please provide a listing of all service addresses that were unincorporated as of February 1996 and later annexed into the City. Additionally, please clarify how proposers will be compensated for these additional fees applicable to accounts in the "Disposal Facility Fee Area," as there is no line item on the price forms. (This fee is currently 15%, but subject to adjustment by the County.) Reference: Miami-Dade County Code, Section 15-1: q) Disposal Facility Fee: A fee imposed on private haulers operating in the Disposal Facility Fee Area, that collect, transport, or deliver solid waste for disposal, to cover Solid Waste Management System Costs, which fee does not apply to construction and demolition roll-off service, recycling service or compactor leasing service.
(r) Disposal Facility Fee Area: the unincorporated area of Miami-Dade County, as it was geographically configured on February 16, 1996, within which the Disposal Facility Fee is imposed.?”

- A.5** **Please refer to Attachment “N” for the list of service addresses as of February 1996 and later annexed into the City of North Miami.**

The City agrees to reimburse the successful Contractor in arrears for pass-through costs related to the Miami-Dade County Disposal Facility Fee for Single Family Residential Roll-out Container Service. The Contractor must include verification of payment to Miami-Dade County to receive such reimbursement.

The successful Contractor shall include language in applicable Service Agreements for Commercial Collection Service regarding the Miami-Dade County Disposal Facility Fee. The Commercial establishment shall be responsible for payment of the fee.

- Q.6** “Section 2.24 City’s Clean Team Taskforce...Please clarify the fees that will be required for FY24/25 and later years during the initial and renewal terms of the contract?”

- A.6** **Please refer to Amended Section 2.24.**

- Q.7** “Section 3.1 b) Residential Bulk Waste...Please clarify if multi-family units billed by the City are subject to the scheduling and separate rate requirements set forth in this section?”

- A.7** **Multi-family properties up to 4-units will be billed by the City in accordance with the frequency and rates established as a result of this solicitation. Each unit within the property receives a bill from the City. The City has approximately twelve (12) Multi-family units that have greater than four (4) units that are billed by the City. Please refer to Attachment “S” Multi-Family Units Billed By The City.**

- Q.8** “Section 3.1 c) Designated Recovery Facility...What is the name and address of this facility? Who chooses the facility under this contract? This affects cost and fees.”

- A.8** **After award of contract but prior to service commencement, the City and successful Proposer shall agree on the Designated Recovery Facility.**

Q.9 “Section 3.1 c)...Please clarify that all residents, both single- and multi-family, are included in the mandatory and exclusive recycling in this contract. Additionally, there are references to "bins," but that term is not defined in the RFP, but typically refers to small, rectangular containers of 14-18 gallons in capacity. It is our understanding though that both waste and recycling services included under "residential" are serviced in 32-64-96 gallon rollout containers. Please clarify?”

A.9 **All single family residences and multi-family units up to four (4) units are included as a part of the Recycling Services. Currently those dwellings use a 96-gallon container for both waste and recycling. The City has approximately twelve (12) Multi-family units that have greater than four (4) units that are billed by the City. Please refer to Attachment “S” Multi-Family Units Billed By The City.**

Q.10 “Section 3.2 Designated Disposal Facility...Please provide a copy of the Interlocal Agreement dated September 25, 2008, and any subsequent amendments.”

A.10 **The requested document is not available. Please refer to Amended Section 3.2z.**

Q.11 “This section requires Collector's payment of Franchise Fees even if customers do not pay their waste collection fees, which is inherently unfair to the Collector. Please revise to exclude non-payments from "Gross Receipts." Or if that is not permitted by Code, please allow adjustments in the form of credits to the Collector in cases where customers do not pay?”

A.11 **This requirement is in accordance with Section 9-36 of the City Code of Ordinances and can only be amended by City Council. Being such, Section 3.2 shall remain as stated.**

Q.12 “Section 3.2 Materials Recovery Facility (MRF)...Since recovered materials in the residential recycling program are NOT subject to the City's waste disposal ILA with the County, and the processing cost will be borne by the Collector, please consider allowing the Collector to determine the MRF that will be utilized?”

A.12 **Proposers shall include in their Proposal, the Material Recovery Facility which they intend to use.**

Q.13 “Section 3.2 tt Recyclable Materials...This section allows the City to unilaterally redefine the list of acceptable materials. Collectors cannot recycle materials that are added for which no feasible or practical markets exist. Any additions to the list therefore should require mutual agreement.”

A.13 **The acceptable materials may be re-defined from time to time by mutual agreement of the City and the Contractor.**

Q.14 Please provide a summary of the existing program, including name of the program and provider, service cost, and which party (City or Collector) bears that cost. Also, please clarify if there are any contractual obligations that would remain in the new contract, as well as any options to renew.

A.14 **Recycle Bank is the current provider of the recycling benefits program. Currently the City pays \$50,000 annually for the program. A copy of the current contract is attached hereto as Attachment G.**

Q.15 “Section 3.19 Neighborhood Recycling & Transfer...Please provide addresses and service levels for these stations. Please confirm that these sites do not require attendants to be in place during operating hours?”

A.15 **After award of contract, the City may enter into negotiations with the successful Contractor to set up Neighborhood Recycling Stations for the purpose of collecting Recyclable Materials for the residences of the City. During negotiations, the locations and requirements of the stations will be determined.**

Q.16 “Section 3.70 Routes & Schedules...Please provide a list of all current routes and schedules. May the Collector change routes and schedules if so desired at commencement?”

A.16 **Please refer to Attachment “C” for the Route and Schedules for Residential Services. In accordance with Section 3.7 ROUTES AND SCHEDULES, the Contractor shall submit a proposed route and schedule to be approved by the City prior to providing services.**

The City does not maintain routes and schedules for Commercial and Multi-family accounts. Respondents are required to submit a proposed route and schedule to be approved by the City prior to providing services under the Contract.

Q.17 “Section 3.16 c. Roll-out Container Distribution...Will the containers currently in use remain in the City for the new Collector to use? Or will the Collector have to provide new containers to all residents?”

A.17 **Carts will remain.**

Q.18 “Section 3.17 Bulk Waste & Trash & Yard Waste...Please clarify any limits on the amount of any type of Bulk waste that residents or other customers may set out?”

A.18 **Residential customers are allowed up to 8 cubic yards of bulk to be collected once per week on their scheduled pickup day. 8 cubic yards is measured at 12ft x 6ft x 3ft.**

Q.19 “Section 3.20 c) Service Agreement...What happens if a customer refuses to sign a service agreement? Also, would the City allow the Collector to submit customer lists with relevant service information in lieu of copies of contracts? That would be much more administratively efficient for both parties.”

A.19 **The Contractor shall notify the City immediately and the City will enforce the applicable City Ordinance as a business or commercial property refusing to have sanitation services is a violation of the City ordinance.**

The Contractor shall be allowed to provide the City with an excel spreadsheet of Commercial customers that includes the minimum information stated in Section 3.20 c. The City reserves the absolute discretion to request copies of copies of commercial agreements.

- Q.20** “3.20 m) City Service...Please provide a list of all permanent locations, including addresses and service levels. If feasible, also provide an estimate of the number of annual events for which the City may request rollofs?”
- A.20** **Please refer to Attachment “R” 12 Month Roll-off Service, for the permanent locations and those locations and frequencies of as needed/ as required locations.**
- Q.21** “Section 3.27 Handling Complaints...Does the City currently receive most complaints (rather than the Collector receiving them directly from customers?) Please confirm if that is the intent for the new contract. Also, please provide a copy of the complaint record for one month as a sample?”
- A.21** **Currently, both the City and collector receive complaints. In accordance with Section 3.27, the City should receive all complaints regarding the performance of the Contractor. In the event a Contractor receives a complaint from a customer, the Contractor shall immediately notify the City. Please refer to Attachment “Q” 30 Day Complaint Log.**
- Q.22** “Price Proposal Form-Rollout & Caster Fees... Are these fees per container?”
- A.22** **The Caster Fees are for a set of four (4).**
- Q.23** “For mixed waste and MSW, shouldn't the disposal rate automatically be established at the rate set by Miami-Dade County, as may be amended from time to time? (See C&D question in next item for related issue.)”
- A.23** **The City has elected to allow Respondents to provide Disposal Fees in the unit of measure that are inclusive of the Respondents total cost to dispose of MSW.**
- Q.24** “It is our understanding that C&D is currently NOT exclusive to City's current solid waste sanitation franchisee. As such, we encourage the City to review the "Displacement" section of <https://www.flsenate.gov/Laws/Statutes/2011/403.70605> in deciding whether to make C&D exclusive if it is not currently exclusive, in particular with respect to the 3 years' notice and related provisions. If C&D will not be exclusive, then the RFP should not include pricing for C&D.”
- A.24** **C&D is not currently exclusive to the Franchisee. The purpose of requesting C&D pricing is to provide the City's Commercial Establishments with established rates from the awarded Contractor. These rates are only for informational purposes and no Commercial Establishments are mandated to use C&D services from the awarded Contractor. Additionally, under no circumstance will the City displace any private company(ies) without complying with the 2018 Florida Statutes 403.70605 (3) (b) and (c).**
- Q.25** “Price Proposal Form-Maintenance...The bottom form on page 72 and the form on page 73 have columns labeled as "Delivery Rate," but should be 'Maintenance.”
- A.25** **Please refer to Attachment “T” REVISED PRICE SECTION 6.0 PRICE PROPOSAL FORM.**

Q.26 “Price Proposal Form-Compactor Services... The form appears to include the word "maintenance" in error, as the form seems intended for service rates, not maintenance. (Compactor maintenance is proposed separately, on the form on page 70.)”

A.26 **Please refer to Attachment “T” REVISED PRICE SECTION 6.0 PRICE PROPOSAL FORM.**

Q.27 “How is the bulk trash rate for multi-family dwellings determined? Is it negotiated case by case, or will there be a line item price form? And does this apply to all types on non-containerized bulky wastes at multi-family properties? Also, does the Collector charge residential customers directly for "Special Collections" as referenced in 3.17 c)?”

A.27 **Single Family Residential customers and multi-family up to 4 units are billed Residential Roll-out Container Service, that includes bulk trash.**

Multi-family properties are required to schedule all bulk trash pickups with the Contractor at a separate rate. Those bulk trash rates may be negotiated by the Contractor and Multi-Family dwelling.

Q.28 “Please provide the number of trucks and the crew sizes for all existing routes, for all services in the current contract? Please include schedules and service days for all, including container sizes and collection frequencies for each service type.

A.28 **Trucks: Monday 9, Tuesday 11, Wednesday 9, Thursday 7, Friday 9 and Saturday 5. Crew: Monday 11, Tuesday 13, Wednesday 11, Thursday 9, Friday 11 and Saturday 6.**

Q.29 “Special Material Station...Please clarify the number of collection events and the locations for each?”

A.29 **Historically, the City has set up a Special Material Station quarterly. The locations have varied.**

Q.30 “Commercial & Multi-family Accounts... Please provide a list of all current routes and schedules. May the Collector change routes and schedules if so desired at commencement?”

A.30 **The City does not maintain routes and schedules for Commercial and Multi-family accounts. Respondents are required to submit a proposed route and schedule to be approved by the City prior to providing services under the Contract.**

Q.31 “In an effort to ensure that the City receives as many responsible responses, will the City consider adding the following language to the Years of Experience and References? The City also reserves its right to consider the experience of a Proposer’s senior management team when the City determines whether the Proposer satisfies the minimum requirements in this RFP. The City shall have the exclusive right to determine whether a Proposer will be deemed to have satisfied the City’s minimum requirements, based on the experience and qualifications of the Proposer’s senior management team, in cases where the

Proposer (i.e., the business entity) does not satisfy the minimum requirements for experience that are described in Sections 2.7.3.”

A.31 Please refer to amended Section 2.7.3

Q.32 “What is the historical tonnage for recycling collected in the city?”

A.32 Please refer to Attachment “O” Recycle Tonnage 2016-2019

Q.33 “What is the list of commercial accounts which include service levels and container sizes?”

A.33 Please refer to Attachment “P” Commercial Accounts.

Q.34 “Could the City share a copy of the recycling activity report as requested in the contract?”

A.34 This requirement is hereby deleted from the RFP.

Q.35 “What is the historical data on cart deliveries, replacement and what is the current inventory on recycling and garbage carts?”

A.35 Please refer to the Historical Cart Replacement Report, attached hereto as Attachment “H”.

Q.36 “Can the City confirm that Waste Pro has been using the County facilities and provide copies of all the Commercial tonnages?”

A.36 In regards to Waste Pro’s use of the County Facilities, please refer to Attachment “I” Miami-Dade County Department of Solid Waste Management – Waste Pro’s Weekly Garbage Tons FY 2018-2019. In regards to the Commercial tonnages, please refer to Exhibit “J” 2017 & 2018 Tonnage Reports.

Q.37 “Most recent month detailed Residential billing report for single family and multifamily 4 or less and all other accounts billed by the City?”

A.37 In regards to the Single Family Residential Billing Report, please refer to Attachment “K” Single Family Residential Billing Report. In regards to the Multi-Family Units of Four (4) or Less, Please refer to Attachment “S” Multi-Family Units Billed By The City.

Q.38 “Most recent 12 months of detailed Franchise Fee Reports provided by current hauler for all contractor billed accounts?”

A.38 Please refer to Attachment “M” Franchise Fee Report.

Q.39 “Separate Commercial and multifamily containerized list of accounts or billing reports showing customer name, address, container sizes and frequencies?”

A.39 The requested report is not available.

Q.40 “Residential tonnage volumes by Residential waste streams, i.e. solid waste, bulk and yardwaste for the last 2 years?”

A.40 Please refer to Exhibit “J” 2017 & 2018 Tonnage Reports.

- Q.41** “Commercial tonnage volumes for the last 2 years?”
A.41 **Please refer to Exhibit “J” 2017 & 2018 Tonnage Reports.**
- Q.42** “Current rate schedules to include Residential, Commercial, Multifamily and rolloff and any other fees?”
A.42 **Please refer to Attachment “L” 2019 Rates.**
- Q.43** “Are residential solid waste tons required to be taken to Miami-Dade County disposal facilities?”
A.43 **Yes.**
- Q.44** “It is our understanding that the current City franchisee does not deliver North Miami's commercial or multi-family solid waste tons to County disposal facilities, as the County's ILA with the City does not include requirements to deliver commercial tons to County facilities. Please confirm?”
A.44 **Yes, that is correct.**
- Q.45** “How are occasional "extra pickups" charged for commercial and residential accounts?”
A.45 **Extra pickups for Commercial Establishments would be negotiated directly between the contractor and the commercial property owner. Requests for an occasional extra pick-up for Residential Service Units would be only be for special recycling and would requested by the City at no cost to the City.**
- Q.46** “May the Collector assess a cancelation/resume fee for delinquent accounts that do not make timely payment and therefore create service suspensions and potential container removals and re-deliveries? Also, are late fees permitted?”
A.46 **The only fees specifically prohibited/unauthorized in the RFP are special fuel surcharges, handling charges or billing charges. Each Respondent shall include in their response, a Commercial Collection Service Agreement which outlines any fees imposed for delinquent accounts, container removals, re-deliveries, etc.**
- Q.47** “There was discussion at the pre-bid regarding the format of the Price Proposal Forms on pages 70 and 71. Most importantly, the entries for "Disposal" do not indicate units. To avoid confusion, and to ensure that all proposers are quoting on the same basis, we suggest adding "Per Ton" next to each "Disposal" line item on the Price Proposal Forms on pages 70 and 71. Since actual disposal costs for these line items will be based on weight, the "Franchise Fee" line item should be simply stated as 20% of the the total of "Pick-up & Haul" and "Disposal," rather than a dollar value.”
A.47 **Please refer to Attachment “T” REVISED PRICE SECTION 6.0 PRICE PROPOSAL FORM.**

Q.48 Please clarify also if the rates on pages 70 and 71 apply to both open top rollofs and to rolloff compactors. If compactors are included, please note that a common size is 34 cubic yards, and that is not on the Price Proposal Form. The City may wish to revise the form to include this size by changing the 30 CY line item to read 30-34 CY.?

A.48 Pull Services do not include compactors.

Q.49 Page 2 Bid Bond and performance Bond...”Can the City Clarify if the amount of both bonds, 5% and 100% respectively, should be 1 year of the total proposal price or the total value of the Contract?”

A.49 Please refer to Answer A50.

Q.50 “The value of the residential proposal is quite clear to determine amount of bonds, however not so clear on the Commercial and the Industrial, Does the City have some methodology to determine the amount of the bond based on the value of the proposal, or that will be left up to the Proposer?”

A.50 The five percent (5%) Bid Bond shall be calculated as follows: The total monthly rate for Single Family Residential Roll-out Container Service x 10,026 x twelve (12) x, plus one million dollars (\$1,000,000.00) for Multi-Family Residential Container Services and Commercial Container Services, x five percent (5%).

For example:

Collection:	<u>\$ 22.00</u>	per month, per dwelling unit
Disposal:	<u>\$ 8.00</u>	per month, per dwelling unit
Total Rate:	<u>\$ 30.00</u>	per month, per dwelling unit

Therefore, according to the above rate example, the Bid Bond shall be: \$230,468.00 and the performance bond shall be: \$3,609,360.00

\$30.00 x 10,026 x 12 = \$3,609,360.00

\$3,609,360.00 + \$1,000,000 = \$4,609,360.00

\$4,609,360.00 x .05 = \$230,468.00

Q.51 “Can the city clarify under section 2.7.3 regarding years of experience of at least (2) government agencies referenced are to be of no less than the size of the City of North Miami and have similar type services as described in this RFP?”

A.51 For the purposes of evaluating Respondent’s years of experience and references, the City will consider cities similar in size to Florida cities within the top 75 cities by population according to the 2010 U.S. Census or any of the 67 Florida counties. For example, the number 1 ranked city by population is Jacksonville, Florida with a population of 867,313 and 366,273 households. The 75th ranked city is Country Club, Florida with a population of 49,207 and 12,917 households.

Q.52 “Page 19 section 2.22 Emergency Utilities Assistance Program...Can the City Clarify if the amount suggested is subject to CPI adjustment based on Collection CPI adjustment? Can the City Clarify as much as one can explain how the donation will be evaluated as part of the Community Benefits Plan Criterion?”

A.52 Per Section 2.22, Proposers are required to submit their annual donations on the Price Proposal Form. The annual donation is firm and fixed for the duration of the contract.

Evaluation Committee members will independently evaluate responses to the RFP based on the merit of each response. This includes the Community Benefits Plan criterion. Each Committee Member will make an individual assessment of what he/she determines the point value of the Proposer's contribution to the Emergency Utilities Assistance Program. Please be reminded that contribution to the Emergency Utilities Assistance Program is only a part of the Community Benefits Plan and its corresponding 15 points.

Q.53 The RFP provides for 3 fiscal years of budgets, Can the City Clarify if we are to only consider (3) three years of the Task force budget as provided in the RFP?
Should the proposer need to consider the full length of the agreement,
A) what are the amounts?
B) What would be the amount to consider?
C) will it be subject to the collection CPI?

A.53 Please refer to Amended Section 2.24.

Q.54 “Page 36 sect (c) & page 41 sect (f) Cart Distribution...Can the City Clarify, if all units that currently have both recycling carts and solid waste carts are to receive new carts if the incumbent hauler is to be awarded to new contract?”

A.54 The current cart inventory will remain. If the current contractor is the successful Proposer, all carts that do not have the City logo shall be replaced prior to the commencement of the new services.

Q.55 “Page. 42 sect (l) Recycling Incentives Program...Given the current conditions of the Recycling Industry processing fees being assessed to all Haulers whether contamination exist or not, in order to provide a price proposal that is fair and competitive, would the City consider not requiring proposals to include an incentive program until such time, a) recycling markets improve? B) Until after the award of the Agreement?”

A.55 The City desires to continue to offer recycling incentives for its residents. Respondents are include in its proposal a Recycling Incentives Program (RIP) for the City to consider.

Q.56 “Page 42. Sect 3.19 Neighbor Recycling Transfer Station... Can the City Clarify the following, “The City MAY request contractor to set up Neighborhood Recycling STATIONS for the purpose collecting Recyclables Material at the rates established herein...?”

a) Are we to propose multiple Stations?
b) The city states MAY REQUEST which is not a definite request, however once can conclude based on the language that a proposer must take these potential requests into consideration when providing prices, Will the City consider removing this item and make it an item that can be discussed after the award of the agreement?”

A.56 Please refer to amended Section 3.19.

Q.57 “Pg. 50 Quality Performance of Contractor...RFP illustrates both annual and monthly allow percentages relating to performance, however it does not show the methodology by which to apply those measures. Can the City describe what methodology would be used to determine percentages?”

A.57 **\$200 per incident will be assessed to the Contractor for monthly complaints that exceed 0.5% monthly or 4% annually. The following example is for Garbage, Trash and/or Damage and is based on 10,100 residential customers: City receives 49 complaints during a month, no liquated damages will be assessed for reported month. If City receives 50 complaints within a month, Contractor will be assessed \$200 per complaint for reported month. Within the contract year, the City receives 410 complaints, Contractor will be assessed \$200 per complaint.**

\$200 per incident will be assessed to Contractor for monthly complaints that exceed 0.25% monthly or 2% annually. The following example is for Recycling Services and is based on 10,100 residential customers: City receives 24 complaints during a month, no liquated damages will be assessed. If City receives 25 complaints within a month, Contractor will be assessed \$200 per complaint. Within the contract year, the City receives 210 complaints, Contractor will be assessed \$200 per complaint.

Q.58 “Proposal Pages 70 – 73...The City has provided a detail Roll-Off pricing sheet with all of the items indicating needing a actual dollar amount for disposal and dollar amount for franchise fees. All of these services are weight based and until the container is actually weighed, a hauler cannot provide a dollar amount until such time the weight is provided by disposal facility which also has an effect on the Franchise fee dollar amount. Will the City consider changing that section of the pricing to state disposal “TBD” and the City provide a fixed amount on the franchise fee dollar amount ?

For example Pick up and Haul \$95

Disposal TBD

Franchise fee \$42.50

A.58 **Please refer to Attachment “T” REVISED PRICE SECTION 6.0 PRICE PROPOSAL FORM.**

Q.59 Where does the City of North Miami, Florida, its elected and appointed officials get the authority to seek, and award an exclusive franchise for residential and commercial solid waste and recycling services, as encompassed by the subject RFP when the City Charter, approved by a majority of eligible voters of the City on August 27 1952, does not specifically allow the granting of exclusive franchises (emphasis added); and Chapter 9 (Garbage and Trash) of the City Code of Ordinances as amended by Ordinance No. 1412 on April 25, 2017, at Article IV specifically seeks to “ ...ensure and facilitate .. the issuance of non-exclusive franchise permits to provide uniformity and quality of service from private collectors...”. (emphasis added)?

A.59 **Under the City’s Charter, the City is authorized to exercise all municipal powers that are not prohibited or restricted under state law. Please see excerpt from Charter below.**

Sec. 8. - Powers of the city.

(a) The city shall have all the powers granted to municipal corporations and to cities by the Constitution and general laws of the state, together with all the implied powers necessary to carry into execution all the powers granted. The city may acquire property within or without its corporate limits for any city purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, lease or

condemnation, and may sell, lease, mortgage, hold, manage, and control such property as its interests may require. No property of the city shall be sold for less than ninety (90) percent of the appraised value of the property as determined by at least two (2) city secured MAI appraisals. Except as prohibited by the Constitution of this state or restricted by this charter, the city shall and may exercise all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever. The enumeration of particular powers by this charter shall not be deemed to be exclusive, and in addition to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the city shall have and may exercise all powers, which, under the Constitution of this state, it would be competent for this charter specifically to enumerate.

Under Section 9-13 of the City's Code, the City will collect and dispose all garbage, bulk trash, solid waste and recyclable materials generated within the city or the City may contract with a private waste collector to provide these services. Further, Chapter 166 of the Florida Statutes authorizes municipalities to establish franchises and enter into agreements for refuse collection. In this instance, the City has opted to contract with a private waste collector to provide this City service. See excerpt from City Code below: Sec. 9-13. - Residential property garbage collection service required.

(a) The city, or a private waste collector selected by the city under a franchise agreement shall collect and dispose all garbage, bulk trash, solid waste and recyclable materials generated within the city. It shall be a violation of this section for any person, firm or corporation not authorized by the city to provide such services.

The City offers nonexclusive franchise permits for specific forms of garbage collection outside of the services provided by the City or its private waste collector. See excerpt from City Code below:

Sec. 9-27. - Nonexclusive franchise permits.

(a) Permit required. No person shall remove or transport debris, recyclable materials or hazardous waste over the streets or public rights-of-way of the city or its real property without first applying for and receiving a permit for the following classifications:

- (1) Private collection services for construction and demolition debris and waste.
- (2) Private collection services for recyclable materials.
- (3) Private collection services for hazardous waste

Q.60 "Please provide the Number of the City of North Miami, City Ordinance or Resolution approving the contents of RFP No: 22-18-19 and the date of its approval by the City and Mayor of the City of North Miami?"

A.60 "Please refer to Section 7-129 of the City's Procurement Code for a response to your question."

- Q.61** “Form A-4 Questionnaire Instruction...The last page of this form, seems to be the portion by which a Notary is required to execute the form. However, the part where the Notary fills out it states Consultant? Can the City Clarify this portion? Is it consultant or Notary?”
- A.61** **The responding firm name should be on the first line under CONSULTANT. The signature of a duly authorized representative should be on the second line. The "By" line should be the typed or hand written name of said person and the "Its" line should be the title of that person. The Notary should complete all required information after "Sworn to and subscribed before me this"**
- Q.62** “As part of the proposal format under 3cv you are asking for names and addresses of all first tier subcontractors, other than actual sub contractors use for collection purposes what other sub-contractors would the City consider to be first Tier?”
- A.62** **A First-tier subcontractor means a subcontractor hired directly by the Private Waste Collector for the purpose of acquiring supplies or services for performance of the services required in the RFP. Example of sub-contracting tiers are as follows: A first-tier subcontractor is hired directly by and receives compensation from the primary contractor. A second-tier subcontractor is hired directly by and receives payment from a first-tier subcontractor.**
- Q.63** “With respect to 3.17(e) (Bulk Waste Collection Service), accessing a handicapped customer’s backyard with a grapple truck in order to remove/collect the customer’s Bulk Waste will not be possible in most cases – would the City consider removing the Back-door collection requirement for Bulk Waste?”
- A.63** **Section 3.17 e) is deleted in its entirety.**
- Q.64** According to Section 3.6, the services would commence on November 1, 2020, however, pursuant to 3.16(c), it indicates that the Contractor shall begin the distribution of the Roll-Out Containers within thirty days of the award. It is our understanding also from the pre-proposal conference that the Roll-Out Containers in the field will remain in place for use by the awarded Proposer. Please clarify the intent.
- A.64** **It is the intent of the City to continue the use of current Roll-out Containers. Please refer to amended Section 3.16(c).**
- Q.65** “With respect to Section 3.18(d) (Contaminated Recyclable Materials) after two written notices have been issued to Customers who continue to contaminate the Recyclable Materials, would the City consider removing the Customers’ Recycling Bins after a third incident in order to maintain a sustainable recycling program?”
- A.65** **The Contractor shall notify the City by the end of each work day of the address of any customer whose Recyclable Materials were not collected and the reason they were not collected. The City will handle such violations in accordance with its Code of Ordinances.**
- Q.66** “Will the City consider rate adjustments to account for changes in law and unusual cost increases?”
- A.66** **The City will consider rate adjustments for Collection Rates to account for changes in law, however, the successful Contractor shall be obliged to perform the requested Sanitation Services under the Terms and Conditions and Scope of Services stated within this RFP, to include all current applicable State, Federal and**

Local legislation. The cost of complying with legislation which is current or foreseen at the time of the submittal should be built into the price proposal.

If the Contractor incurs additional operational costs as a result of a Change In Law and the net additional operational cost to the Contractor is in excess of three percent (3%) as a result of a Change of Law, then the Contractor MAY be entitled to an adjustment to the Collection Rates. The Contractor must deliver a notice to the City as soon as practical, identifying the Change In Law and the impact of that Change In Law, with accompanying documentation to substantiate their request. The Contractor shall take every reasonable action, while still maintaining compliance with the Terms and Conditions and Scope of Services stated within this RFP, prior to requesting an adjustment. The City has final and absolute discretion in granting Collection Rates adjustments for Changes In Law.

The following definitions apply:

“Applicable law” means laws and any other instruments/ subordinate legislation having the force of law. For the avoidance of doubt, Applicable Law shall include any applicable statute, ordinance, decree, regulation, or by-law or any rule, circular, directive or any licenses, consent, permit, authorization, concession or other approval issued by any authority which has appropriate jurisdiction.

“Change of Law” means the coming into effect after November 1, 2020.

Q.67 With respect to Section 3.31, there is no provision for the Contractor to contest the imposition of liquidated damages. Would the City consider including a dispute resolution process to ensure the fairness of any administrative charges?

A.67 The Contractor will only be assessed liquidated damages after given due process. Please refer to answer A58 for an example of when liquidated damages would be assessed against the Contractor.

Q.68 With respect to Section 3.31(c)(3) (Quality of Performance of Contractor), would the City consider defining the “failure to complete a route or community” as follows: “ A route shall be considered incomplete if five (5) or more Dwelling Units or Commercial customers on the same route are not provided Collection Service.”

A.68 Yes. Failure to complete a route on the Scheduled Collection Day shall be defined as missing the collection of five (5) Dwelling Units or Commercial Service Units within a route.

For any other questions, clarification can be found in the specifications.
All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum