

TOWN OF DUNDEE

RFP# 19-03 – Sanitation Services

QUESTIONS FROM POTENTIAL CONTRACTORS

1. **Q:** On Page #2, with respect to the commercial services, does the Town have the frequency of collection for commercial totes, 2 yd., 4 yd., 6 yd., and 8 yd. containers?

A: *To be negotiated; however, at a minimum, one (1) time per week.*

2. **Q:** On Page #18, Section N: FRANCHISE FEES...are the franchise fees supposed to be submitted monthly or quarterly?

A: *Monthly.*

3. **Q:** On Page #21, Section A: AMOUNT...are the vehicles under the RFP supposed to be 4 years old or 8 years old?

A: *Pursuant to Section 8A, the vehicles must be no more than four (4) years old at the time of execution of the agreement.*

4. **Q:** This RFP does not require a Bid Bond? The only surety required is that of the Performance Bond?

A: *The Town is only requiring a performance bond.*

5. **Q:** When is the bid actually due? It states May 6, 2019 for questions and May 20th for opening.

A: *Due to delays, the deadline has been extended. The bid is due to the Town Clerk by 4:30PM on Monday, May 20, 2019. Questions were due to the Town Clerk by 4:30 PM on Thursday, May 9th. After May 9th, the Town may or may not respond to any further questions submitted and any unknowns should be reflected in the bid. As this is a sealed bid process, the bid opening is scheduled at a public meeting of the Town's Purchasing Review Committee scheduled for Wednesday, May 22nd, 2019 at 2:00 PM.*

6. **Q:** In your past contract, it states that the Town owns the residential carts after the first term, but in the RFP it states contractor has to supply new carts...I understand new carts for commercial use, but the city should own all current residential carts.

A: *To the extent additional carts are required by the Town, as determined by the Contract Administrator, the additional cart(s) must be supplied by the Contractor, at the Contractor's expense, and said cart(s) will be owned by the Town.*

7. **Q:** On Page #7, DEFINITIONS – RECYCLABLE MATERIALS #14....the Town can add mixed paper to the materials that are to be recycled at no additional cost. IF the Town does this when the market for this material is marginal at best, the contractor will incur additional operating expenses to handle this material. Will the Town agree to do this only with the consent of the contractor?

A: No.

8. **Q:** On Page #10&11, DEFINITIONS – COMMERCIAL....Commercial Service seems to include yard waste and bulk waste if the commercial customer uses curbside collection correct? Page #10 also indicates that the contractor negotiates the cost, manner and frequency of collection for commercial customers. However, the bid document requires a commercial yardage rate. Is the cost negotiated?

A: Section 3B states, in part, that the Contractor shall provide commercial service options that include Solid Waste Service at curbside or container service. Solid Waste Service at curbside shall be provided in the same manner as prescribed for residential customers. Containers Solid Waste Service shall provide 2, 4,6, or 8 cubic yard containers.

Section 3B.2 provides that commercial collection service customers shall separate Yard Waste and Bulk Trash from garbage.

9. **Q:** On Page #15, TOWN MANGER.... This section indicates the Town Manager is the referee for certain disputes, yet the provision actually indicates the Contract Administrator serves in that role. Please clarify.

A: Pursuant to Section 2, the Contract Administrator is defined to mean the Town Manager of the Town of Dundee, Florida, or the Town Manager's designee.

10. **Q:** On Page #16, INDEMNIFICATION... the indemnification provision on page #16 does not address the Town's negligence, violation of law or breach of the agreement. Will the Town modify the indemnity so that the contractor is not liable to indemnify the Town for the Town's negligence, violation of law or breach of contract?

A: The Town is willing to modify the indemnity language to address negligence by the Town; however, the modified language will be subject to the sovereign caps as prescribed in Florida Statutes Section 768.28 and address only the Towns negligence and/or gross negligence.

11. **Q:** On Page #17, RATE ADJUSTMENT... The rate adjustment provision on page #17 indicates that residential prices are firm for 5 years. Will the Town consider adjustments for change in law, cost of disposal, and unusual cost increases?

A: No. Residential prices are fixed for the first five (5) years.

12. **Q:** On Page #17, RATE ADJUSTMENT... While the commercial price is subject to a CPI adjustment yearly, it is capped at 2%. Historically, prices increase more than that number. Will the Town consider modifying to a cap of 4%?

A: The Town is willing to modify the cap, but any increase above the 2% will also result in a corresponding franchise fee increase.

13. **Q:** On Page #17, RATE ADJUSTMENT... Regarding commercial rate increases, will change in law, cost of disposal, and unusual cost increases be allowed?

A: No. Anticipated cost increases should be reflected in bid pricing.

14. **Q:** On Page #18, FRANCHISE FEES... Do gross revenues for the purposes of calculating franchise fees include only collected amounts or billed amounts?

A: Franchise Fees will be based off of gross revenues received; however, this is open to negotiation.

15. **Q:** On Page #21, AMOUNT... The Town collection vehicles and containers are mentioned on page #21 as items that the contractor must purchase. What are these assets – type, age, condition, etc? How is this to be done? There is a lack of information.

A: The type(s) of container(s) are described in Section 3. The condition of the Contractor's equipment is described in Section 8.

16. **Q:** On Page# 27&28, HOLD HARMLESS... There is a provision on page #28 that allows the Town to withhold payment to contractor for items that are covered by the indemnity. There is no limit and no indication that the Town has to take into consideration the legitimacy of the claim, the availability of insurance coverage and other factors. Will the Town modify this provision?

A: No.

17. **Q:** On Page #28, LIQUIDATED DAMAGES... There is no provision for the contractor to contest the imposition of liquidated damages. Will the Town consider adding same?

A: See Section 7C.