

**ADDENDUM NO. 3**

BID TITLE: Solid Waste, Bulk Waste and Recycling Collection Services; Solid Waste and Bulk Waste Disposal Services; and Sale and/or Disposal of Recyclable Materials

BID NO: 2023-09

DATE: October 26, 2023

To All Bidders:

Bidders for the above referenced Bid shall take note of the following changes, additions, deletions, clarifications, etc., to the bid documents, which shall become a part of and have precedence over anything shown or described otherwise.

**A. CHANGES IN THE BID DOCUMENTS**

1. Section 3.12 (B), Customer Relations, Missed Collections (page 75), has been revised to read as follows:

**B. Missed Collections**

If the Collection of any Residential Service Unit or Commercial Service Unit is missed during the regular route Collection, the CONTRACTOR shall ensure that the missed collection shall be picked up on the same day if notification was received by the CONTRACTOR from the CITY or customer before 1:00 6:00 p.m., Local Time, otherwise the missed collection shall be picked up before 12:00 p.m., Local Time on the next calendar day after such notification from CITY or customer. Any deviation from the requirements of this provision must be approved by the City Manager, or the CITY’s designated representative.

2. Exhibit B, Fee Schedule, Cost Form 3 (page 117) has been revised to read as below. Notably, the Non-compacted Disposal Rate shall be per ton and NOT per cubic yard. A Cost Form 3 (Revised), is attached herewith.

<b>COST FORM 3 (B) - ADDITIONAL SERVICES</b>	
<b>1. Roll-off Solid Waste Collection Service</b>	<b>\$ /Pull</b>
<b>2. Non-compacted Roll-off Rental and Maintenance (Per Month)</b>	<b>\$ /Cubic Yard</b>
<b>3. Non-compacted Disposal Rate</b>	<b>\$ /<del>Cubic Yard</del> Ton</b>
<b>4. Compacted Container Rental and Maintenance (Per Month)</b>	<b>\$ /Cubic Yard</b>
<b>5. Compacted Roll-off Rental and Maintenance (Per Month)</b>	<b>\$ /Cubic Yard</b>
<b>6. Compacted Disposal Rate</b>	<b>\$ /Cubic Yard</b>

3. Section 3.15 B(7), Breach of Agreement – Non-collection (page 76), has been revised to read as below. Please note, this includes any revisions to 2.4(A) stated in all Addenda.

7. Non-collection. If CONTRACTOR fails to collect Solid Waste (includes palm fronds collection per Section 2.4(A)), Bulk Waste and Recycling in accordance with the schedules and routes provided for in this Agreement, CONTRACTOR shall be responsible for liquidated damages in the amount of \$10 per unit, per day

for the first day of non-collection (failure to collect by 7 p.m. on a Scheduled Collection Day), and \$25 per unit, per day for each calendar day of non-collection thereafter, and such damages shall accrue daily until proper Collection. There shall be no opportunity to avoid the liquidated damages by curing a violation of this Section.

4. Section 8.5 (E), Compensation (page 101), of the Agreement document has been revised to read as follows:

- E. Beginning on October 1, 2025 and each October 1st thereafter, CONTRACTOR shall receive an annual adjustment in the rates established in the Rate Structure provided in Exhibit B. The annual adjustments to the Collection element of costs in Exhibit B shall be based on the annual change in the February Consumer Price Index - All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale-West Palm Beach Area, 1982-84=100, Series ID: CUURS35BSA0, CUUSS35BSA0 (the "CPI"), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor agency (the "CPI"), except that the annual adjustment to the costs shall not exceed 5% (increase ~~or decrease~~). The parties acknowledge that fuel costs are reflected in the above referenced CPI, and therefore there shall be no additional fuel costs adjustments. The floor or minimum annual adjustment shall be no less than a two percent (2%) increase.

#### B. CLARIFICATIONS

None.

#### C. QUESTIONS FROM BIDDERS

1. Q: Will the City accept and consider proposals to provide the bulk services only?

A: No, the CITY will not consider proposals for bulk services only.

2. Q: Will the City consider changing the disposal per cubic yard calculation on roll-offs to the actual disposal cost per ton (instead of a disposal price per cubic yard) for the entire load?

A: Cost Form 3 (B) – Additional Services, shall be modified. See Revised Cost Form 3 (B) attached herewith.

3. Q: Is the Contractor allowed to suspend service to commercial customers for non-payment?

A: Section 3.5(B), page 70, states that "The CONTRACTOR shall enter into a service contract with each Residential Containerized Service Unit and Commercial Service Unit before the CONTRACTOR provides Collection Service. The CONTRACTOR shall utilize a standard form that the CONTRACTOR shall use as its service contract." As such, the service contract is between the CONTRACTOR and the Residential Containerized Service Unit and Commercial Service Unit. Please also in said section, "The minimum frequency of Collection to Residential Containerized Service Units and Commercial Service Units shall be two (2) times weekly or as amended from time to time in accordance with the

*City Code of Ordinances.*" Therefore, if services are suspended, the CONTRACTOR shall notify the CITY, so that Code Enforcement action can be initiated.

4. Q: Sec. 8.5 E – Will the CITY clarify if it is the intent of this section that the CPI adjustment cannot go below zero being those costs, especially labor costs, never go negative?

A: The CPI adjustment shall not go below 2%.

5. Q: Will the CITY confirm that it has a separate emergency debris service provider and that the Contractor will not be required to collect storm debris?

A: The CITY does have existing agreements with emergency debris removal contractors. In regards to participation for a Statewide Emergency for this solicitation, please refer to Section 8.5(G), Extraordinary Rate Adjustments Due to a National or Statewide Emergency (page 101).

6. Q: Will the CITY clarify whether Franchise Fee payments made to the CITY are on gross revenues collected or billed?

A: See definition for Gross Revenues, Section 2.2, Definitions, Item V, page 59.

7. Q: Will the CITY please extend the submittal deadline for this Bid by at least one week? This would allow potential bidders to have ample time to compile the response documents and thoroughly consider the CITY's addenda when formulating pricing.

A: At this time to CITY will not entertain an extension of the submittal deadline. The CITY held a pre-bid conference for questions to be asked and has promptly turned around all questions submitted in writing. We need to maintain the schedule of award of the Agreement being placed on the December 4, 2023 City Commission Agenda.

8. Q: Can the CITY quantify the amount of the defined material that can be placed out for pickup in cubic yards?

A: A specific cubic yard amount will not be provided.

9. Q Section 1.2 – Termination – Would the City remove the right to terminate for convenience or in the alternative make the right to terminate for convenience mutual as to both parties?

A: No change.

10. Q: Section 3.6 – Storm Related Services – Would the City agree that services can be suspended automatically when sustained storms wind of 30 MPH or greater exist?

A: No, the language, "*...upon prior approval of the City Manager*" provides enough flexibility here.

11. Q: Section 3.6 – Storm Related Services – Would the CITY agree that Contractor is not responsible for collecting storm debris and the CITY will retain a separate storm debris contractor?

A: No change.

12. Q: Section 3.7.B – Please confirm that the Contractor will receive notice and an opportunity to cure before payment for services is withheld due to a failure to provide information/data?

A: It is the Contractor's responsibility to adhere to the requirement, *"The CONTRACTOR shall provide the semiannual report to the CITY no later than the fifteenth (15th) day after the conclusion of the months of September and March."*

13. Q: Section 3.8.B - Please confirm that the Contractor will receive notice and an opportunity to cure before payment for services is withheld due to a failure to provide information/data?

A: It is the Contractor's responsibility to adhere to the requirement. *"The CONTRACTOR shall provide the complaint collections log to the CITY in the form of a monthly report in Microsoft Excel or in an alternative computer program selected by the CITY, no later than the fifteenth (15th) day of each month, or upon request by the CITY."*

14. Q: Section 3.8.B – Would the CITY agree to extend the correction period from 24 to 48 hours, or agree to provide an extension of time upon reasonable request of Contractor?

A: No.

15. Q: Section 3.12. B – Missed Collections – Would the CITY change the 6 pm notification to a 12 pm notification deadline for same day missed collection pick-ups?

A: See the revised language above in "CHANGES IN THE BID DOCUMENTS" this Addendum.

16. Q: Section 3.15- Breach of Agreement – Would the CITY agree to give Contractor notice of any event giving rise to liquidated damages within 30 days of such event?

A: No change.

17. Q: Section 3.15 Breach of Agreement – Would the CITY agree to establishing a fair process pursuant to which Contractor has an opportunity to appeal the imposition of liquidated damages?

A: No change.

18. Q: Section 3.16 Payment Withheld – Would the CITY agree that the amount of any payment that is withheld should bear a reasonable relationship to the circumstance at issue?

A: No change.

19. Q: Section 4.10 Exclusivity – When would this provision apply/go into effect?

A: This action will not waive or void any of the terms and conditions in this Agreement.

20. Q: Section 8.13 – Indemnification—Would the CITY agree to add language to the contract making clear that the Contractor is not responsible for indemnifying the CITY for the City’s own negligent or wrongful conduct?

A: No change.

21. Q: Section 8.14.C.4- Public Records – Would the CITY add the language “and upon request of CITY” after “Upon completion of the Agreement or in the event of termination of the Agreement by either party” to the first sentence of this section?

A: No change.

22. Q: Did the CITY mean to change the Compacted Disposal Rate from cubic yard to per ton just as with the Non-Compacted Disposal in the rate sheet?

A: No.

ATTACHMENTS:

- 1) COST FORM 3 (Revised)

**END OF ADDENDUM NO. 3**

**All other information remains as originally described in the solicitation.**

EXHIBIT B  
FEE SCHEDULE  
(Does Not Include Franchise Fees)

COST FORM 3 (Revised)

COST BID FOR COMMERCIAL SERVICES

The following cost Bid form is for Commercial Solid Waste Collection and Disposal Services. All service rates proposed on this form shall be fixed through September 30, 2025 and shall reflect service requirements as specified in the Agreement. The rate shall include:

- (1) Solid Waste Collection Service;
- (2) Non-compacted Disposal; and
- (3) Non-compacted Container Rental and Maintenance.

<b>COST FORM 3 (A) - COMMERCIAL SERVICES</b>	
<b>TOTAL PER CUBIC YARD SERVICE RATE (Includes Nos. 1, 2, and 3)</b>	<b>\$ /Cubic Yard</b>

The rates for Additional Services shall be as listed below. These rates will not be used to evaluate the bids as described in Section 3.2, Qualification Evaluation. These rates will be subject to adjustment as provided in Section 8.5(E) of the Agreement.

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<b>1. Roll-off Solid Waste Collection Service</b>	<b>\$ /Pull</b>
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<b>3. Non-compacted Disposal Rate</b>	<b>\$ /Ton</b>
<b>4. Compacted Container Rental and Maintenance (Per Month)</b>	<b>\$ /Cubic Yard</b>
<b>5. Compacted Roll-off Rental and Maintenance (Per Month)</b>	<b>\$ /Cubic Yard</b>
<b>6. Compacted Disposal Rate</b>	<b>\$ /Cubic Yard</b>