



ITB 2024-29 Solid Waste Disposal & Recycling Services (Re-Bid) Addendum No. 1

November 22, 2024

The original Invitation to Bid (ITB) documents shall remain in full force and effect, except as modified herein, which shall take precedence over any contrary provisions in the prior documents.

This addendum is being issued to address questions received, make revisions to the original solicitation document, and release attachments.

The following are questions and answers regarding the above-referenced solicitation:

1. Which type of dumpsters are you seeking? The small dumpsters with lids or the open top dumpsters?

Answer: Our dumpsters are closed, please see the size of the yards in the ITB.

2. On page 28 of the Bid Price Sheet, there is a request for "cost per pickup/tonnages." Could the city clarify the intention behind this request? Is this line meant to indicate a price per ton, a separate haul charge, or is the city looking for flat-rate pricing?

Answer: We currently have one trash compactor on the list, and historically, the cost was calculated per ton. The other containers are typically charged per pickup. The Bid Price Sheet has been revised to change the 34-yard compactor from a cost per tonnage to a per-pickup charge. Please complete the Revised Bid Price Sheet Dated 11-22-2024 that has been included as a part of this Addendum.

3. On page 28 of the Bid Price Sheet, there is a section for Other Charges. Could the city provide examples of what constitutes Other Charges? If examples are not available, please clarify the intention behind this section. If there are no Other Charges, should the spaces be left blank, or should they be filled with zeros?

Answer: This is prepared as a precaution in case rates change for specific pickups. For example, if we need a special pickup for an event, would it cost more than the usual rate?

4. Price Sheet Item #2. Please identify the type of compactor, Self-Contained 34 cubic yard (prevents spillage) or detachable?

Answer: Self Contained (to prevent spillage).

5. What dollar amount will be used for the total cost when we do not know the number of "pulls" nor the total disposal tonnages? Possibly we can use the equipment monthly rental cost.

Answer: The Revised Bid Price Sheet Dated 11-22-2024 provides the number of containers and service frequencies the City anticipates for each location. Please provide the appropriate charges for each cost element. The formulas embedded in this Bid Price Sheet will calculate each location's weekly and yearly costs. The City is estimating that Doral Central Park will generate approximately 43–58 tons of waste per month, which will likely require at least one pull per week. The frequency may be revised with additional pulls as needed by Parks and Recreation staff.

6. For Location 2 (Doral Central Park) provide historical weights of the compactor for the last 6 months.

Answer: This is a new facility, for which there is no historical data.

- 7. If pricing for the service for Location 2 (Doral Central Park) does not have to be a monthly price, request the following on a separate area in the price sheet that includes:
 - a. Rental charge including maintenance for Compactor.
 - b. Price per pick-up.
 - c. Price per ton.

The service provider will bill you monthly for the compactor rental charge, for each service (Dump and Return) and also for the Disposal Fee.

Answer: Please complete the Revised Bid Price Sheet Dated 11-22-2024 (it is broken down in that manner).

8. Price sheet 6 Yard Roll-out: these containers are heavy to push out. Can you confirm they have to be rolled out, or can they be pulled out from the enclosure with a truck?

Answer: They can be pulled out by the truck; we only roll out one 6 yard at the Cultural Center so that the truck can have access to it.

9. Page 12 Section 1.26 – Termination for Convenience – & Section 3.5 the Proposer needs to invest a considerable amount of capital for equipment. Would the City consider removing the termination for convenience as it adds financial risk for the proposer, instead make it only based on default? Additionally, please clarify the termination fee if terminated by the proposer.

Answer: No. The current contract includes termination for convenience language and the City does not intend to remove it from this solicitation.

10. Page 19 – Section 2.5 – Basis of Award - Paragraph 5- "contract shall be awarded to One (1) or more respondents." How many Respondents does the city intend to award?

Answer: The City prefers to award the entire Invitation to Bid to a primary Respondent, however, the Invitation to Bid may be awarded to one or more Respondents in accordance with the terms and conditions of the Invitation to Bid, Section 2.5, depending upon the submittals received.

11. Page 20 – Section 2.8 – Pricing – "Prices shall remain firm for the term of the contract." To get the best price the City should allow the Respondent to increase pricing in accordance with the Consumer Price Index for All Urban Consumers (CPI-U) – Garbage and Trash. If the City does not allow the increase the anticipated increased cost of inflation will be added into the price in the first year.

Answer: The City does not wish to modify the language within Section 2.8 Pricing of this Invitation to Bid.

12. Page 21 – Section 3.2.3 – Federally Restricted Funds – what services does the City anticipate being Federally funded?

Answer: The City may elect to utilize the awarded Proposer's services in connection with an emergency storm event or other project where federally restricted funding may be utilized.

13. Page 21 – Section 3.2.3 – Federally Restricted Funds – would the City be responsible for the timely payment to the Respondent for services or would they have to wait to be paid directly by the Federal Government?

Answer: The City would be responsible for the timely payment to the Respondent for services.

14. Page 41 – Section C – Termination for Cause – would the City consider notification and a 30-day period for the Respondent to cure any perceived deficiencies with service?

Answer: No. This is required language for Federal contracts.

15. Section 1.26 – as there is capital that needs to be expended for this job, will the City consider deleting the termination for convenience provision and instead make it only based on default?

Answer: Please refer to the answer to Question 9 above.

16. Section 2.1 – as many of the proposers are national companies with operations throughout Florida, please clarify and limit the litigation disclosure. Sometimes there is litigation over an individual customer contract, a simple car accident or an employee matter that are simply not material to the hauling of garbage. Please limit to contracts for similar services with governments in Florida.

Answer: Please follow the guidelines within Section 2.1.

17. Section 2.6 – will the City consider a longer initial term to allow the contractor to recover the costs of providing the equipment? Perhaps a 5-year term with a 3-year renewal?

Answer: Not at this time.

18. Section 2.8 – will the City consider CPI adjustments in any year? Upon exercise of the contract renewal?

Answer: Please refer to the answer to Question 11 above.

19. Section 3.2.2 – please clarify is Christmas and New Year Day are "off" days. The addition of the accessible language after the days seems to indicate it is a case-by-case basis.

Answer: Yes, Christmas and New Years are days off.

20. Section 3.2.3 – please make this as mutually agreed upon by the parties.

Answer: Please refer to the revised language below.

21. Will there be a contract or will the ITB serve as the contract upon award?

Answer: After the City Council approves the award, City staff will prepare an agreement for execution by both parties. A sample agreement is attached as Exhibit D.

The following language within the Invitation has been revised as follows (underlined indicates addition):

3.2.3 The City may elect to utilize the awarded Proposer's services in connection with an emergency storm event or other project where federally restricted funding may be utilized. In such cases, the City will issue a separate purchase order for the subject project (<u>that provides details regarding the scope of work and associated costs and is mutually agreed to by both parties</u>). In the event the City utilizes Federally restricted funds, the awarded Proposer agrees to be subject to the supplemental terms set forth in the attached and incorporated Exhibit C.

The following attachments are being released with this Addendum:

- 1. REVISED BID PRICE SHEET DATED 11-22-2024. Please be sure to complete this attachment and submit it with your response. In the event that there is an error in the formulas included in this spreadsheet, the City shall utilize the unit prices to calculate the total costs.
- 2. Exhibit D Draft Services Agreement.

If you should have any questions regarding this addendum, please do not hesitate to contact procurement@cityofdoral.com.

Sincerely,

Cheryl L. Olson, MBA, CPPO, C.P.M., CPM Interim Director of Procurement and Asset Management Sr. Procurement Process Consultant Civic Initiatives, LLC

ITB No. 2024-29