



**ADDENDUM # 14**  
**RFP # FY 2021-2022-017**  
**SOLID WASTE/RECYCLABLES COLLECTION SERVICE**

**QUESTIONS AND ANSWERS**

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Please ensure you check the City's website for the latest addendum released for this project. Below find the link to the City's website: [www.cohb.org/solicitations](http://www.cohb.org/solicitations).

**QUESTION 1.** Where does the City of Hallandale Beach, FL, its elected and appointed officials get the authority to seek, and award an exclusive franchise for residential and commercial solid waste and recycling collection services, as encompassed by the subject RFP when the City Charter, approved by a majority of eligible voters of the City, and Chapter 20, Section 20-17, and Division 18 ( Solid Waste ) of the City of Hallandale Beach's Code of Ordinances do not specifically allow the granting of an exclusive Solid Waste and Recycling franchises (emphasis added)?

**ANSWER:** Chapter 32 - ZONING AND LAND DEVELOPMENT CODE, DIVISION 18. - SOLID WASTE DISPOSAL does not discuss the Solid Waste and Recyclables Collection Service granting of agreements. Chapter 20 – PROPERTY, SECTION 20-17 LEASES AND FRANCHISES, discusses the City's power to grant franchise agreements, which occurs after an agenda item is prepared.

**QUESTION 2.** Please provide the Number and a copy of the City of Hallandale Beach, FL, Ordinance or Resolution approving the contents of the referenced RFP and the date of its approval by the City Council and Mayor of the City of Hallandale Beach, FL., including the granting of authorization to Kessler Consulting, Inc, as the firm that will be reviewing the proposals and providing the Evaluation Committee a recommendation for award of a contract.?

**ANSWER:** Resolution 2022-066. Please see Addendum # 12.

**QUESTION 3.** Why does the City not consider changing to a non exclusive commercial, multifamily/condominium (herein after referred to Commercial Accounts) franchise system and exclusively franchise the residential portion only? This same arrangement has been previously used in Hallandale many years ago, and continues to work well in a number of Cities to the north and south of Hallandale Beach.

Rational for this change:

- a. The City has in the past and will continue allowing a number of non exclusive permits/franchises to service over 80 commercial accounts in the City. These existing companies the City will allow to operate were either grandfathered in, or were issued the authority to operate due to the City's inability to provide the service or politically influenced customers that convinced the City they would like to have the hauler of their choice. This gives no opportunity to small hauler businesses to compete for any Commercial Accounts and provide service. In addition takes away the balance of the customers in this category right to choose and competitively bid their services out for a set term of their choice. This is discriminatory to the small haulers and commercial customers taking away their right of choice and negates due process by not allowing the same right to these other groups.
- b. If the exclusive franchise is issued as is, the costs will continually increase for the entire term (Potentially an 8 year monopoly) as indicated in the franchise. With the suggested changes, Commercial Accounts would have the right to bid out their services at their own set schedule/term based upon their own service

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- requirements while keeping within their budgets. This is especially true of Condominium Boards which need to be cost conscious due to yearly budgets.
- c. Please follow the link below to the Executive Order issued by the President of the United States. We believe moving forward places the City in violation and in a position of not following the intent of this Executive Order, while initiating a monopolistic exclusive franchise, not offering opportunity to small business, and not giving City businesses control over their costs.
  - d. <https://www.whitehouse.gov/briefing-room/statements-releases/2021/07/09/fact-sheet-executive-order-on-promoting-competition-in-the-american-economy/>
  - e. The City is also required to continue allowing a number of State of Florida Recovered Materials Dealers continue to operate under State Authority, as this service cannot be exclusive.

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 4.** The qualifications refer to “proposer”, which would mean the entity making the proposal. This definition should be expanded to allow the experience to be of the owner, stockholder, member, etc. of the company in charge of operations.

**ANSWER:** No change.

**QUESTION 5.** The qualifications also require experience to be only up to within the past 10 years, there should be no limit required.

**ANSWER:** No change.

**QUESTION 6.** Will the Franchisee be able to compete for the 81 residential and commercial customers service by private permitted haulers today?

**ANSWER:** Please see page 1 of Addendum # 8, paragraph 5.

**QUESTION 7.** Will the City, for the purpose of this solicitation, provide the statutorily required three-year notification pursuant to Section 403.70605(3)(b) Florida Statutes to the Permitted haulers?

**ANSWER:** Not required, as they are not to be included.

**QUESTION 8.** With regards to the subscription service, will the Franchisee: A) be able to bill quarterly in advance? B) require all residents to supply a credit card on file for payment? C) Will Franchisee be able to stop the service for nonpayment?

**ANSWER:** These options will be considered in negotiations with the top ranked firm.

**QUESTION 9.** Can recycling be collected on another day other than the same days as solid waste?

**ANSWER:** Yes.

**QUESTION 10.** Is the Franchisee required to buy all new carts?

**ANSWER:** No.

**QUESTION 11.** Is the Franchisee required to buy replacement carts?

**ANSWER:** Please see Article 7 of the Agreement, Section 7.1, Subsection 7.1.6.

**QUESTION 12.** Who is responsible for delivering replacement and repairing carts?

**ANSWER:** Please see Article 7 of the Agreement, Section 7.1, Subsection 7.1.6. and Subsection 7.1.7.

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**QUESTION 13.** Can yard trash and bulk trash be mixed together if brought to a waste to energy facility?

**ANSWER:** Yes.

**QUESTION 14.** When the disposal contract expires in 2023, if the City directs the franchisee to go anywhere else other than the current facility, will the franchisee be able to petition an increase in rate if the new facility exceeds the current distance from the city?

**ANSWER:** The City will not direct the franchisee to use a different facility. Disposal will then be determined by the franchisee.

**QUESTION 15.** How is the City currently billing the residents?

**ANSWER:** Monthly through Utility bill.

**QUESTION 16.** How is the City currently collecting payment from the residents?

**ANSWER:** Monthly through Utility bill.

**QUESTION 17.** When is the expected start date?

**ANSWER:** Please see the Draft Agreement, page 5, *Commencement Date shall mean February 1st, 2023.*

**QUESTION 18.** Will the city define the timeline from the point of submittal to the notice to proceed?

**ANSWER:** No.

**QUESTION 19.** Is construction and demolition roll-off exclusive to the franchisee?

**ANSWER:** No, open to all haulers that have been approved for a permit.

**QUESTION 20.** Who pays for the processing fee for the recyclables?

**ANSWER:** Please see Attachment B – Collection Service Rate on page 35 of the Agreement.

**QUESTION 21.** In the definition of yard trash, will the city remove land clearing operations from the definition?

**ANSWER:** Please see Addendum # 11.

**QUESTION 22.** Is there a size and weight limit to the trees and tree stumps?

**ANSWER:** Please see Addendum # 11.

**QUESTION 23.** Will the City change the Performance Bond requirement to Total Annual contract amount instead of total contract amount?

**ANSWER:** Please see Addendum # 2.

**QUESTION 24.** The cost proposal form does not coincide with the information on table 1 page 5. The city needs to amend the cost proposal form to include a separate line item for: a) twice a week collection; b) side door collection and c) cost for additional cart service collection.

**ANSWER:** Please see Addendum # 8, Addendum # 9, and Addendum # 10.

**QUESTION 25.** The cost proposal from does not include the additional charges for Special Collection Service, will the City update the proposal form?

**ANSWER:** The City will not consider this change for the current procurement.

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**QUESTION 26.** How many carts does the city have in inventory?

**ANSWER:** 112 green 95-gallon cart for garbage, 35 blue 65-gallon carts for recycling.

**QUESTION 27.** Is the City responsible for replacing the residential carts?

**ANSWER:** No

**QUESTION 28.** When the residential or commercial customer request a new cart or an exchange, who is responsible for buying the cart and who is responsible for delivering the cart?

**ANSWER:** Please see Article 7 of the Agreement, Section 7.1, Subsection 7.1.6.

**QUESTION 29.** Does the City currently used RFID base systems for residential customers? Will the city consider eliminating the RFID requirement and service verification requirement in lieu of web based system?

**ANSWER:** No, the city doesn't currently use RFID base.

**QUESTION 30.** Does the City currently used RFID base systems on commercial containers? Will the city consider eliminating the RFID requirement and service verification requirement in lieu of web based system?

**ANSWER:** No, the city doesn't currently use RFID base.

**QUESTION 31.** Will the City eliminate the 30-day cancellation for Convenience?

**ANSWER:** Please see Addendum # 2.

**QUESTION 32.** Per the Draft Agreement, Commencement date is defined as February 1 of 2023. Will the City reconsider moving back the commencement date to be at least six months after award?

**ANSWER:** Please see the answer to Question 17.

**QUESTION 33.** Will the city consider a mutual option for renewal?

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 34.** Will the city consider selling the containers utilized for commercial collection service to the franchisee?

**ANSWER:** The City will consider this option with the highest ranked vendor during negotiations. The proposal however, should include all necessary costs to provide the service.

**QUESTION 35.** Does 6.5.1, in the Draft Agreement (Procedures for Non-Collection) also apply to yard waste and bulk?

**ANSWER:** Reference the definition on pages 7 and 8 of the Agreement for Solid Waste.

**QUESTION 36.** If the contractor is responsible for purchasing new carts, will the City reconsider the \$30 exchange fee since currently carts are more than twice that amount?

**ANSWER:** See Addendum # 9.

**QUESTION 37.** Due to the fast rate of inflation (9.1%), will the City consider raising the 3.5 % CPI to at least 5%?

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 38.** There is no Consumer Price Index in Section 15.1.3. Will the city add Consumer Price Index series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted ("CPI"), as published by the Bureau of Labor Statistics?

**ANSWER:** We are using Urban Consumers South Index as published in our documents.

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**QUESTION 39.** Will the City consider eliminating 16.3 Rapid Recovery from Disaster? There is no way to quantify the cost and City is not guaranteeing the service.

**ANSWER:** Please see Addendum # 9.

**QUESTION 40.** Will the City eliminate Article 18.1 Termination for Convenience?

**ANSWER:** No change.

**QUESTION 41.** Are there any historical tonnages and collection schedules for the community cleanup? Please include total amount of containers, number of pickups and total tons disposed of.

**ANSWER:** No.

**QUESTION 42.** Will the City consider a separate line items per event of each of the four Household Hazardous Waste and E-Waste Events?

**ANSWER:** No.

**QUESTION 43.** How is the City currently performing the Household Hazardous Waste and E-Waste Events? Does the City sub-contract these events to a third party?

**ANSWER:** In-house quarterly.

**QUESTION 44.** Does the city have any generation numbers from past events of Household Hazardous Waste and E-Waste Events?

**ANSWER:** No Generation data on these events is available.

**QUESTION 45.** Is Construction and Demolition (C&D) collection using roll-off container service part of the exclusive franchise? If so, would the City provide current service levels and pricing for such service. If not, would the City consider making C&D collection a part of the exclusive franchise?

**ANSWER:** No.

**QUESTION 46.** Please provide the disposal rates at the Waste Connections (WCI) disposal facility for residential municipal solid waste (MSW), residential yard waste, residential recycling, commercial solid waste, and C&D (if applicable)?

**ANSWER:** \$53.85 for garbage and yard waste. Recycling rebate of \$28 per ton, if contaminated City pay \$53.85 for disposal.

**QUESTION 47.** Please provide current tonnages for residential MSW, residential Recycling, Bulk, Commercial solid waste, and C&D (if applicable).

**ANSWER:** Residential 7,044, multifamily/comm 18,713, yard waste 2,219, residential recycling 172, 975 contaminated.

**QUESTION 48.** Does the City want for the proposer to include disposal prices for an alternate disposal facility beyond 2023? If so, would the City modify the pricing sheet accordingly?

**ANSWER:** No.

**QUESTION 49.** Sec. 15.2.1. of the draft agreement titled "Residential Collection Service" states: "[b]illing of subscription Residential Collection Service shall be the sole responsibility of Franchisee. Invoicing shall be monthly in advance of services rendered." Being that our normal billing practice for direct billed residential service is to bill in advance on a quarterly basis, would this be acceptable instead of monthly billing?

**ANSWER:** These options will be considered in negotiations with the top ranked firm.

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**QUESTION 50.** P. 4 of the RFP “Exclusive Residential and Recyclables Collection Services” - Please provide a list of current Hallandale Beach customers who receive “side door ” service.”

**ANSWER:** Please see page 3 of Addendum # 8, Table 1 for the number of Side Door Services.

**QUESTION 51.** Page 4 of the RFP “Exclusive Residential and Recyclables Collection Services” – In an effort to maximize routing efficiencies and minimize costs, would the City consider limiting collection to only once per week (with the provision of additional carts to residents who request same) and eliminating the twice per week option?

**ANSWER:** Please see answer to Question 24.

**QUESTION 52.** In an effort to maximize service efficiencies and minimize cost, would the City allow for the Contractor to propose alternate bulk routing in the form of a possible twenty (20) zones aligning with twenty (20) days (Week 1-4 Mon-Fri) in lieu of routing bulk service by weekly areas?

**ANSWER:** The proposer may submit any operational efficiencies for their base pricing they feel is practical to implement.

**QUESTION 53.** Do all Hallandale Beach curbside residential units currently have 95-gallon MSW carts and 64-gallon recycling carts suitable for Automated Side Load (ASL) service?

**ANSWER:** Yes.

**QUESTION 54.** Is the City open to restructuring the residential services days for route efficiencies?

**ANSWER:** Yes.

**QUESTION 55.** How many routes does the City run per day to service the areas? Will the City please break down its current routes by truck type, commodity, and current service maps with house counts?

**ANSWER:** Three frontload for multifamily/commercial garbage, two sideload for residential garbage, one sideload for residential recycling.

**QUESTION 56.** Is the City intending to sell / lease its existing collection equipment to the selected Contractor? If so, will the City provide year, make, model, hours, and maintenance records for these pieces of equipment?

**ANSWER:** The City is currently not intending to sell any equipment but may entertain that during negotiations with the highest ranked firm.

**QUESTION 57.** How many City employees are anticipated to transition over to the selected Contractor? Will the City provide the selected Contractor with these employees’ safety and attendance records with prior to interviews?

**ANSWER:** None.

**QUESTION 58.** Where does the City currently process and dispose of the MSW Recycling and Bulk that is collected? Will this be flow-controlled by the City, or will these be at Contractor’s choice?

**ANSWER:** Please see Article 10 of the Agreement, Section 10.1, Subsection 10.1.1.

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**QUESTION 59.** Currently, it is our understanding that commercial customers have the option of using their “grandfathered in,” current Contractor, or they can switch to City service, but cannot switch from Contractor to Contractor or from City service to a 3rd party. Would these same rules apply in relation to the selected franchise Contractor and other Contractors?

**ANSWER:** Current customers using permitted haulers are permitted to request to be added to the exclusive franchise, or use another permitted hauler if they so choose, however no customers under the exclusive franchise may select a permitted hauler for service, they are required to utilize the exclusive franchise.

**QUESTION 60.** Does the City transition all commercial customers to City service at the end of the current commercial agreements? Would the City consider an option of transitioning all 53 commercial customers to the selected Contractor over time as legally allowed?

**ANSWER:** These properties are not included in this agreement.

**QUESTION 61.** Will commercial be open-market or are the current City commercial customers required to stay with franchised Contractor for the life of the contract?

**ANSWER:** Required to stay with contractor.

**QUESTION 62.** Please confirm the legal proceedings to be listed in Form C are limited to material litigation matters related to solid waste collection services (for example, motor vehicle lawsuits and employment claims need not be listed)?

**ANSWER:** Please see page 34 of the solicitation, Form C, as explained.

**QUESTION 63.** Please confirm the legal proceedings to be listed in Form C are of the same general scope as the legal proceedings to be listed in the Non-Performance History – i.e. actions during the last five years related to solid waste collection services?

**ANSWER:** Please see page 34 of the solicitation, Form C, as explained.

**QUESTION 64.** Article 16.3 of draft agreement – Please confirm that the City has contracted with one or more 3rd party providers to handle storm debris clean-up in the case of a storm/natural disaster?

**ANSWER:** Confirmed.

**QUESTION 65.** Article 16.3 of draft agreement – Please confirm that the Contractor will only be required to assist with storm debris clean-up after the City and Contractor have signed a separate contract/emergency MOU which sets forth the terms/compensation for such storm clean-up?

**ANSWER:** Please see the answer for question 39.

**QUESTION 66.** Pg. 18 of the RFP, Disposal Coverage – This section states that the Contractor shall designate the disposal facility and furnish a COI from the facility, but the draft agreement (Attachment A) indicates in Article 10 that the City chooses the disposal facility – please clarify which is correct?

**ANSWER:** Please see Addendum # 9 and Addendum # 13.

**QUESTION 67.** Pg. 20 of the RFP, Contract Terms – This section states that the three (3)-year renewal period is at the City’s option but subject to the vendor’s acceptance. However, Article 2.3 of the draft agreement (Attachment A) states the renewal is at the “sole option of the City.” Please clarify whether the renewal period is by mutual consent, or whether the City can implement the renewal period without the Contractor’s consent?

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**ANSWER:** Please see Addendum # 2.

**QUESTION 68.** Pg. 27, f. Exceptions – Will the Contractor be penalized for stating exceptions to the terms of the RFP or draft agreement?

**ANSWER:** Please see page 27 of the solicitation, 6. Technical Proposal, Item f.

**QUESTION 69.** Article 4 of draft agreement – The Contractor cannot accept title to and liability for Biological, Biomedical, or Hazardous Waste – please confirm that the City agrees that the generator of such Biological, Biomedical, or Hazardous Waste shall retain title to and liability for such Waste (which is consistent with Florida law)?

**ANSWER:** Please see Article 4 of the Agreement.

**QUESTION 70.** Article 6.6, “Hours and Holidays” of the draft agreement – Will the City change the hours of collection to specify 6:00 a.m. to 7:00 p.m.?

**ANSWER:** No.

**QUESTION 71.** Article 7.1.6 and 7.1.7 of the draft agreement – Will the City change the three (3) day requirement to replace roll carts upon receiving notice from the customer to seven (7) business days thereby allowing ample time for the necessary logistics of such a replacement (i.e. scheduling and delivery on date to coincide with a customer’s next collection date, etc.)?

**ANSWER:** No, This change is not being considered at this time.

**QUESTION 72.** Article 11.6.3 of the draft agreement – Will the City allow the Contractor a reasonable time (for example, 48 hours or as reasonably necessary) to repair any property that is damaged?

**ANSWER:** Please see Addendum # 9.

**QUESTION 73.** Article 14 of the draft agreement – Does the franchise fee apply to Commercial Recyclables?

**ANSWER:** No.

**QUESTION 74.** Article 14 of the draft agreement – Will the City add language that provides for franchise fees to be based on gross receipts and adjusted for bad debt?

**ANSWER:** No, this would need to be accounted for by the franchisee in their budget.

**QUESTION 75.** Article 15.1.2.3 of the draft agreement – Will a 3.5% cap apply to the annual CPI adjustment in the parties’ agreement (no such cap appears in the RFP)? If a cap applies, would the City consider raising it to 5%?

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 76.** Article 15.1.2.2 of the draft agreement – Is the annual CPI rate adjustment a discretionary decision of the City, or mandatory upon request of the Contractor? If the former is correct, will the City eliminate said discretionary language from this section and clarify that the rates will automatically adjust on an annual basis according to the CPI?

**ANSWER:** Language could be negotiated if needed. Increases would still need to go to City Commission for approval.



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**QUESTION 77.** Attachment F, "Calculation of the Rate Adjustment," of the draft agreement - Will the City consider changing the CPI to either the Garbage & Trash, or the Water, Sewer & Trash indices as these are much more compatible with industry standards?

**ANSWER:** No, will be using the AUC South standard

**QUESTION 78.** Attachment G, "RFID Tags" – This section states that each roll cart must have an RFID tag. However, pg. 8 of the RFP states that proposers are to provide "pricing on including service verification through electronic, online, or customer service methods such as RFID or a similar technology...". Will the City clarify that it will indeed allow the proposer to submit a proposal that provides for similar service verification technology in lieu of RFID tags?

**ANSWER:** Please see Addendum # 9.

**QUESTION 79.** Article 15.2, "Billing and Payment" of the draft agreement – Will the City include language relating to bad debt protection provisions and processes (i.e. bad debt lien process, ability to stop service for non-payment, etc.)?

**ANSWER:** Language could be negotiated with top-ranked firm.

**QUESTION 80.** Will the City consider adding language that establishes an annual disposal "true-up"?

**ANSWER:** This can be discussed and negotiated with top-ranked firm.

**QUESTION 81.** Article 16 of the draft agreement – Can force majeure language be included in this section to excuse a delay in a party's performance for force majeure events beyond weather (such as fire, explosions, acts of god, etc.)?

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 82.** Article 16 of the draft agreement – Can language be added to indicate that the Contract Manager may grant variances from regular routes and schedules, not just when the disposal facility is closed, but also when storm conditions require a variance to ensure the safety of the contractor's employees and the public (e.g. when winds become too strong)?

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 83.** Article 17.1.1(a) of the draft agreement – Can language be added to make clear that the bond will only be forfeited after the Contractor has been given 30 days' notice and an opportunity to cure any failure to comply with requirements of the agreement?

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 84.** Article 17.2.1 of the draft agreement – Can the following underlined language be added to this section to help clarify the process/timing: "The Contract Manager shall notify Franchisee in writing by the tenth (10) Day of the month of the City's intent to deduct any administrative charges related to violations that occurred in the prior month...."

**ANSWER:** The City may modify language when in negotiations with the top-ranked firm to help clarify the process/ timing.

**QUESTION 85.** Article 17.2.4. of the draft agreement – What is the definition of a "Legitimate Complaint" in this section?

**ANSWER:** Please see Addendum # 9.

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**QUESTION 86.** Article 17.2.4. of the draft agreement – Is it “1st notification” each month?

**ANSWER:** No.

**QUESTION 87.** Article 18.1 of the draft agreement – Because the Contractor places significant time, effort and resources into servicing its partner city, can the City’s right to termination for convenience be removed or made mutual for default only?

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 88.** Article 20.1 of the draft agreement – Please confirm that the Contractor’s obligation to indemnify the City excludes situations where the claim at issue arose from the City’s negligence?

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 89.** Pg. 20 of the RFP – This section states that “[t]he submittal responses shall be valid until City Commission awards a contract as a result of this RFP.” Will the City change the language in this section to specify that submittal responses shall be valid for ninety (90) days from the date of the proposal opening consistent with common practice in the industry?

**ANSWER:** No change.

**QUESTION 90.** If the Contractor cannot comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits (and there are no applicable / allowable exemptions), should the Contractor still submit a proposal / bid? Or will the Contractor’s proposal be rejected?

**ANSWER:** Please see page 36 of the solicitation, Form E.

**QUESTION 91.** Pg. 4 of the RFP – Being that this solicitation calls for subscription service, is garbage service mandatory for all residential curbside units?

**ANSWER:** Yes.

**QUESTION 92.** Pg. 4 of the RFP – If the ANSWER: to the above question is “yes,” will the City clarify the compliance requirements that will be in place in the event a residential unit does not want to open an account for solid waste collection with the Contractor?

**ANSWER:** Please see section 6.1 in Addendum # 9.

**QUESTION 93.** Pg. 4 of the RFP – Will the City supply the Contractor with all pertinent residential customer information for each residential curbside unit (i.e. name, address, phone number, e-mail address, and service level)?

**ANSWER:** City will provide what is currently in our database to the highest ranked firm.

**QUESTION 94.** Pg. 5 of the RFP – Are the counts listed in Table 2 actual individual unit counts or container counts? By way of example, are there 171 multi-family units with one (1) 95-gallon cart or, does this number represent just a total of 171 arts at multi-family building locations?

**ANSWER:** 171 carts at multi-family building locations.

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**QUESTION 95.** Pg. 6 of the RFP – Table 3 states that the contractor may utilize City-owned containers presently being utilized by the City. As such:

- a. Is the City going to charge for the use of the City containers?
- b. Will the City consider selling and/or leasing the containers to the Contractor?
- c. If so, will the City please provide a City-owned container list with quantities, sizes, and price?

**ANSWER:** We will consider this at the time of negotiation.

**QUESTION 96.** Please provide a multi-family customer list that includes name, address, phone number, container size, quantity, frequency of service, and service type (i.e. frontload, roll-off, cart).

**ANSWER:** City will provide what is currently in our database to the highest ranked firm.

**QUESTION 97.** Please provide a commercial customer list that includes name, address, phone number, container size, quantity, frequency of service, and service type (i.e. frontload, roll-off, cart).

**ANSWER:** City will provide what is currently in our database to the highest ranked firm.

**QUESTION 98.** How much are the Disposal Fees at the Designated Disposal Facility?

**ANSWER:** \$53.85

**QUESTION 99.** The Cost Proposal sheet states that it is for collection only and not to include Disposal. How will the Disposal fees be calculated to pass on to the Residential and Commercial Customers and will the Franchisee have to pay a 22% Franchise Fee on the Disposal?

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 100.** Is there a City ordinance requiring City residents to subscribe to the residential service for solid waste and recyclables services?

**ANSWER:** Part II, Chapter 32, Article IV, Division 18 of the City's Code of Ordinances.

**QUESTION 101.** How is the billing currently done and what is the debt collection procedures and how much is the bad debt?

**ANSWER:** Billing is currently provided by internal utility billing. "Currently, billing is done monthly and included with the water utility bill. Accounts are "owner only" as per city code and are lienable. Bad Debt Expense for FY2021 was \$23,738."

**QUESTION 102.** Do the Solid Waste and Recycling Carts currently have RFID chips currently installed on them and do the Dumpsters have any kind of similar capability already installed on them?

**ANSWER:** No.

**QUESTION 103.** Are any of the current City waste collection and recycling workers members of a Union?

**ANSWER:** Yes.

**QUESTION 104.** Page 20 of the RFP states The City may cancel the contract within thirty (30) days written notice. What will justify this and what are the Franchisee's possible remedies? Waste contractors cannot justify the capital expense with this terminology.

**ANSWER:** Please see Addendum # 2.

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**QUESTION 105.** Page 25 “Transmittal Letter 3. b” reads as follows: “Proposer must have a duly authorized officer(s) sign the transmittal letter, as registered with the state’s authorizing department. What is “the state’s authorizing department”?”

**ANSWER:** Florida Department of State, Division of Corporations, Sunbiz, <https://dos.myflorida.com/sunbiz/search/>

**QUESTION 106.** Page 33 FORM B: VARIANCE FORM reads that the RFP Proposer’s variances will be reviewed after the award of the Contract by the City Commission. It seems like any variances should be approved by both the Proposer and the City prior any Contract approval by the City and Acceptance by the Proposer.

**ANSWER:** Please see page 33 of the solicitation, Form B.

**QUESTION 107.** Page 34 FORM C: LEGALPROCEEDINGS FORM should apply only to proceedings involving municipal contracts for waste and recycling services, not unassociated proceedings.

**ANSWER:** No change.

**QUESTION 108.** Page 59 PROPOSAL ACCEPTANCE PERIOD: Can the City put a definite time period for a Proposer’s proposal terms to remain Firm. For example, 120 days from the Proposal’s Due Date?

**ANSWER:** No change.

**QUESTION 109.** Franchise Agreement Article 2 TERM gives the City the sole option to renew the contract for an additional 3 years. This conflicts with an earlier statement that it would require the Vendor’s Acceptance ( Pg. 20 CONTRACT TERMS.

**ANSWER:** Please see Addendum # 2.

**QUESTION 110.** Franchise Agreement Article 11 ADDITIONAL FRANCHISE REQUIREMENTS 11.1.2Pg. 14 Franchisee shall not mix collect residential and commercial Solid Waste in the same truck. Can an exception be made for the 211 95 gallon carts used by Commercial Customers for Solid Waste?

**ANSWER:** Please see Addendum # 9.

**QUESTION 111.** Franchise Agreement Article 11.3 Pg. 15 Current and Futures Composting Initiatives – What are the current initiatives and would the Franchisee be required to perform them?

**ANSWER:** There are no current initiatives in place. As this section states, this franchisee will not have exclusive right to implement future initiatives.

**QUESTION 112.** Franchise Agreement Article 11.15.1.2 Pg. 19 Are there any substandard roads that will require a smaller than standard collection vehicle?

**ANSWER:** YES, alleyways.

**QUESTION 113.** Franchise Agreement Article 15.1.2.3 Pg. 22 Rate Adjustments cannot exceed 3.5 %. This creates an unknown factor for the Proposer to this RFP and will cause a higher rate structure due to the unknown factor considering the times we are in now. Can this percentage cap be removed?

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 114.** Franchise Agreement Attachment F Calculation of Rate Adjustment. Pg. 41 – Why is only 75% of the 90% allowed? Again along with the 3 ½% cap the Proposer will have to build these negative and restrictive terms into their prices bid and will create an overall higher rate for your citizens.

**ANSWER:** The City will not consider this change for the current procurement.

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**QUESTION 115.** On Form A. "Date of RFP" do you want the date it was issued or the date it is due?

**ANSWER:** Due date of RFP.

**QUESTION 116.** What happens to disposal rates when the current transfer station agreement expires?

**ANSWER:** This will be up to the franchisee to find a suitable disposal option to utilize on the City's behalf.

**QUESTION 117.** How do we bid additional carts on the price sheet?

**ANSWER:** Please see Addendum # 10.

**QUESTION 118.** How do we bid twice per week collection on the price sheet?

**ANSWER:** Please see Addendum # 10.

**QUESTION 119.** Section 6.1 Can the 90 day extension be under same terms as the existing contract?

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 120.** Section 7.1.4 Can it be required that carts need to be damaged to request same size exchange?

**ANSWER:** Please see Addendum # 9.

**QUESTION 121.** Section 8.2.4 Can alternative service verification methods be used instead of RFID?

**ANSWER:** Yes

Bid Document

**QUESTION 122.** Overall Procedural Question- During the pre-bid it was stated that all responses from the City will be will come after the 7-20-22 deadline for questions. Will the City accept follow-up questions to clarify a response after 7-20-22?

**ANSWER:** Not at this time.

**QUESTION 123.** Page 3- the first paragraph references previous franchise agreements that are not exclusive to this agreements.

- a) Can we please get a copy of these agreements? **The City does not have a copy of any agreements.**
- b) Can you please tell us when these agreements will expire? **See answer to A.**
- c) When they expire, will they revert to the Exclusive Franchise? **See answer to A.**
- d) Does the City plan to give 3 years notice to current haulers of these contracts? **Please see the answer to Question 7.**
- e) Does the City receive franchise fee from these agreements? **The city receives a franchise fee from the permitted licensed haulers.**

**QUESTION 124.** Page 3 – Paragraph 5 references 81 Customers serviced by private permitted haulers as part of an existing arrangement.

- a) What is the arrangement? **Selected by customer.**
- b) Can we get a list of the private haulers? **City may provide to the highest ranked firm.**
- c) How were these haulers selected? **Selected by customer.**
- d) Were they selected through a public solicitation? **No.**

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**QUESTION 125.** Page 4-Paragraph 2- The City is requesting subscription service and expects the successful bidder to contract and collect from each customer individually. This is extremely inefficient and creates a financial risk to collect payment for services from individual customers. These are small amounts and the Contractor has no leverage to collect the payments.

- a) What assistance will the City provide to Contractor?
- b) Will the City consider putting these services on the water bill and pay the contractor directly?

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 126.** Page 4-Paragraph 2- Line 5- The cost of the disposal of material collected at the Designated facility will be paid by the Franchisee using the city's contract rates and shall be included in their fees to customers.

- a) What material is to be collected at the Designated Facility?
- b) Why should the Franchisee be responsible if it's not material collected from a customer?

**ANSWER:** Please see page 2 of Addendum # 8.

**QUESTION 127.** Page 4 Paragraph 2- Line 9- ...." option for an additional 64 gallon cart at upon customer request at no additional cost"

- a) Does that mean the second cart is not additional charge?

**ANSWER:** Please see page 2 of Addendum # 8.

**QUESTION 128.** Page 4 Paragraph 2- Line 9-10- Any additional 95 or 64 gallon cart can be obtained by per the customer for an additional fee.

- a) Is that after the third container?
- b) Other than the charge is this different from Question 4a) above?

**ANSWER:** Please see page 2 of Addendum # 8.

**QUESTION 129.** Page 6 table 3-Solid Waste- This section states" Solid Waste containers for both Residential and Multi-Family Units are to be furnished by the Franchisee or may utilize City owned Containers presently being utilized.

- a) Is there a rent for the use of the container? **Please see page 35 of the Agreement, Attachment B, Table Commercial & Multi-Family: Solid Waste & Recyclables Container Fees.**
- b) When the containers reach there end of life, can the contractor scrap them? **Yes.**
- c) This conflicts with the Franchise Agreement Page 9, Article 5, which states removal or replacement of the containers utilized by the City. **Review this section for understanding.**
- d) Will the City provide a bill of sale and transfer ownership of the container? **A bill of sale will be provided for any City owned containers sold to the contractor.**

**QUESTION 130.** Page 6 table 3-Yard Trash and Bulk Trash-

- a) Does this include 6 yards of Yard trash plus 6 yards of Bulk Trash? Totaling 12 yards monthly
- b) Can the Bulk & Yard Waste be collected in the same truck?

**ANSWER:** Please see page 4 of Addendum # 8.

**QUESTION 131.** Page 7 –Exclusive Commercial Solid Waste Collection Service- Can you please clarify the difference between exclusive right and responsibility although not an exclusive Service.

**ANSWER:** Please see page 5 of Addendum # 8, Section Exclusive Commercial Solid Waste Collection Services.

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**QUESTION 132.** Page 7- Exception of the 53 Properties serviced by permitted haulers.

- a) What is the arrangement? **Selected by customer.**
- b) Can we get a list of the private haulers? **Yes.**
- c) How were these haulers selected? **By customer.**
- d) Were they selected through a public solicitation? **No.**

**QUESTION 133.** Page 7 Paragraph 3- Line 2- The cost of the disposal of material collected at the Designated facility will be paid by the Franchisee using the city's contract rates and shall be included in their fees to customers.

- a) What material is to be collected at the Designated Facility?
- b) Why should the Franchisee be responsible if it's not material collected from a customer?

**ANSWER:** Please see Addendum # 8.

**QUESTION 134.** Page 8- Service Verification and Asset Management. The City is requesting service verification through RFID or Similar technology.

- a) Does the City currently have a Service Verification System? **No.**
- b) Does the existing City containers have RFID? **No.**
- c) The requirements are very robust. Would the City accept a system that provides monthly reporting? **Yes.**

**QUESTION 135.** Page 13- Security Bond. States that the bond should equal to 10% of the base collection services estimated annualized cost from the cost proposal form (line 3) proposed by the firm.

- a) According to the bid document on page 21 and the Attachment D Cost Proposal Excel Spreadsheet, line 3 is the rate for "Bulk Trash: 1x Month". That does not correct. Please advise on the how we should calculate the bid bond?
- b) Also does it seem proper that you're including franchise fee in the amount of the bond?

**ANSWER:** Please see Addendum # 7.

**QUESTION 136.** Page 13 Performance Bond. The performance bond is requested at 100% of the total contract awarded. Is that annual amount for the entire 5 year term? This section also conflicts with the Sample Agreement Section 17.1.

**ANSWER:** Please see Addendum # 2.

**QUESTION 137.** Page 20 Contract Terms. Paragraph 2 states "any contract awarded as a result of this RFP may be cancelled by the City within 30 days with written notice by the city of Hallandale Beach. Would the City consider removing this term? The contractor has to make a significant investment of resources to perform these services. If the City can cancel the contract within 30 days it poses a significant risk to the contractor.

**ANSWER:** Please see Addendum # 2.

**QUESTION 138.** Page 20 Contract Terms- Paragraph 4 States the responses shall be valid until the City commission awards the Contract as a result of this RFP. The City needs to limit the time period of the bid pricing. Because the City does not have an existing contract, the award can get delayed for an extended period or forever. This is a significant financial risk to the Contractor and the bid should expire in 90 days if not awarded.

**ANSWER:** No change.

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**QUESTION 139.** Page 21-Cost Proposal Residential Collection- The instructions request the Bidder should submit the pricing for Collection Only that includes a 22% percent Franchise fee. The instructions states the franchisee is responsible for billing collection and disposal and the form is pre-populated with formulas that will calculate monthly subscription totals.

- a) The “pre-populated” formulas do not appear to work on the Attachment D – Cost Proposal Excel Spreadsheet template.
- b) The bidder should be able to assign a disposal element for the Residential Disposal.
- c) Does the Contractor pay for Residential Disposal? Do they pay the Designated facility directly?

**ANSWER:** Please see Addendum # 10.

**QUESTION 140.** Page 26 (b) - Service Transition History-Requires 2 references preferably public Sector in Southeastern Florida for which the proposer is providing or has provided services required within the last five years. This conflicts with Form R on page 53, which requires a listing of all transitions in the State of Florida for the past 2 years. If Proposer does not have transition experience in Florida, then a nationwide transition performance history should be submitted.

- a) Would the requirements in form R override the requirements in Service Transition History on page 26?

**ANSWER:** The requirements on Page 26 stand. The forms should be used to reference public sector experience in Southeastern Florida not the entire State of Florida.

**QUESTION 141.** Page 27 Sections 7- Financial Proposal should include prices for collection only: disposal should be done through the City’s existing contract and Designated facility.

- a) Can you please explain how the disposal cost will be included in the total rate that the contractor will bill?

**ANSWER:** This is up to the franchisee. The franchisee will be responsible for paying for disposal costs to the Designated Facility and should include the cost of disposal with the approved fee for collection in their billing to customers.

**QUESTION 142.** Page 51-Form Q- This form duplicates of the information in the MQR’s found on Page 10-12? Can you please pick one or the other?

**ANSWER:** No change.

**QUESTION 143.** Page 53-Form R- This conflicts with the Service Transition History on page 26.

**ANSWER:** See answer to Question 140.

**QUESTION 144.** Page 59- Item 5- Acceptance Period- We strongly oppose the Page 20 Contract Terms- Paragraph 4 States the responses shall be valid until the City commission awards the Contract as a result of this RFP. The City needs to limit the time period of the bid pricing. Because the City does not have an existing contract, the award can get delayed for an extended period or forever. This is a significant financial risk to the Contractor and the bid should expire in 90 days if not awarded.

**ANSWER:** No change.

Attachment A –Draft Franchise Agreement

**QUESTION 145.** Page 8- Section 2.3- It appears the initial term expires on January 31, 2028. If there is a renewal it will commence on October 1, 2027. Can you please explain the why the change is term?

**ANSWER:** The City will not consider this change for the current procurement.



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**QUESTION 146.** Page 9-Section 5.1 fourth bullet point- Schedule for removal of containers utilized by the City Commercial Collection Service, if necessary. Per the Bid document page 6, Table 3 “Franchisee may utilize the city owned containers”. Will contractor have the right to continue using city owned containers?

**ANSWER:** Please see Attachment B, page 35 of the Agreement.

**QUESTION 147.** Page 10-Section 5.1 6.1.2.4-Does the City owned carts that will continue to be used by the Contractor have RFID?

**ANSWER:** No.

**QUESTION 148.** Page 10-Section 6.1.4- The bid document Page 6 Table 3, limits the bulk waste to 6 yards. Please confirm the agreement will be changed to limit the Bulk waste to 6 yards per collection.

- a. Is there a limit on the amount of Bulk Trash that customer can set out for collection?
- b. Can the Yard and Bulk Trash be collected in the same truck? **Yes.**

**ANSWER:** Please see page 4 of Addendum # 8.

**QUESTION 149.** Page 11-Section- 6.4 Special Collection Service- What is the basis for the additional charge?

- a. Would it be negotiated?
- b. The bid does not have an area pricing of this service.

**ANSWER:** Please see the answer to Question 25.

**QUESTION 150.** Page 12 Section 7.15 Additional Cart fee- What would the Franchisee charge for the cart?

- a. Would it be negotiated?
- b. The bid does not have an area pricing of this service.

**ANSWER:** Please see Addendum # 10.

**QUESTION 151.** Page 13 Article 9—Community clean-ups

- a. Can you please provide the quantity and sizes of the required containers for each of the two community clean-ups?

**ANSWER:** This is to be coordinated with the city in preparation of each clean up.

**QUESTION 152.** Page 14 Article 9 –Top of Page – Last sentence. “....disposal at no additional cost to the Franchisee”

- a. Is the City going to pay for the Disposal?

**ANSWER:** Please see Addendum # 9.

**QUESTION 153.** Page 14-Article 9-Second Paragraph- “....At least (4) Household Hazardous Waste and e- waste collection events within the Franchise Area”.

- a. Can you confirm there is only 4 events per year?

**ANSWER:** At least (4) four.

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**QUESTION 154.** Page 14- Section 10.1.3-Solid Waste Collected from Residential Customers in the Solid Waste Franchise Area according to the terms of this Agreement shall be disposed of at the Designated Facility at no cost to Franchisee.

- a. Who pays for the Disposal?
- b. This conflicts with the bid document in various places which state that the contractor should pay for the Collection and Disposal.

**ANSWER:** See Answer to Question 152. The Bid Document references that the franchisee must bill customers for this service, however, the cost per ton for disposal is currently set by City Contract.

**QUESTION 155.** Page 15-Section 11.2 & 11.3-These initiatives will require additional trucks and routes.

- a. Will the City pay for those additional services?

**ANSWER:** Please see Article 11, Section 11.2 of the Agreement.

**QUESTION 156.** Page 20 Section 12.2.3.1- Recycling Participation- Last sentence. Please clarify what is meant by “type and service”

**ANSWER:** Size of carts and frequency of collection, if applicable.

**QUESTION 157.** Page 22 Section 15.1.2.3- the CPI cap is unreasonable as the current Inflation is over 9%. Would the City consider a Cap of 7%?

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 158.** Page 23-Section 16.3- If the City has a contract for debris removal, why would the franchisee have to hire additional equipment, employ additional personnel or work existing personnel on overtime hours to clean debris resulting from a material Disaster? Additionally it does not seem equitable that the contractor would not be compensated for the extra costs and resources. Would the City compensate the contractor for this work?

**ANSWER:** Please see the answer for Question 39.

**QUESTION 159.** Page 23 Section- Disaster Response Plan- Most Private haulers are not skilled in FEMA Guidelines and the City would be responsible for FEMA guidelines and compliance. Additionally most private haulers will not work for payment contingent on FEMA reimbursement. Would the City reconsider this requirement?

**ANSWER:** No.

**QUESTION 160.** Page 23 Section 17.1- Performance Bond- The requirement is for 50% of the anticipated service fees for the first year of the agreement. This conflicts with the bid document page 13, which requires the performance bond to be 100% of the contract price. Please clarify.

**ANSWER:** Please see Addendum # 2.

**QUESTION 161.** Page 26- Section 18.1- The contractor will dedicate a significant amount of resources to perform the contracted services. A cancellation for convenience is a significant financial risk for the contractor. Would the City consider deleting this section as there is a termination for Default in section 18.2?

**ANSWER:** No change.

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**QUESTION 162.** Page 37- Attachment D- Once the franchisee is selected and the agreement is signed, will the City provide notice to the existing private haulers that they intend to cancel the contracts and include those customers get the pricing benefit of the “Exclusive Franchise”?

**ANSWER:** No.

**QUESTION 163.** Page 41-Attachment F –Calculation of rate Adjustment. The calculation is based on 75% of the change in the Consumer Price Index. Would the City consider 100% of the CPI?

**ANSWER:** Please see the answer to Question 114.

Performance Bond

**QUESTION 164.** There is a discrepancy between the RFP and the franchise agreement. The RFP is asking for both performance and payment bonds, in the amount of 100% of the total contract price. The franchise agreement is asking for only a performance bond in the amount of 50% of the estimated annual revenue.

a. Would the City modifying the RFP language to be consistent with the franchise agreement and the amount will be mutually agreeable?

**ANSWER:** Please see Addendum # 2.

**QUESTION 165.** Page 23 – Section 17.1.1 (a) - Performance Bond- Failing to comply with the requirement of the Agreement. This is a vague the City needs to be clear on the severity of the failing and if there was a period to cure. Please clarify and be specific as this is a full forfeiture bond.

**ANSWER:** Please see Article 17 of the Agreement, Section 17.1, Subsection 17.1.1 (a).

**QUESTION 166.** Page 4 – Subscription services are normally associated with contracting directly with individual residents where there is a competitive market served by multiple vendors. That is distinct from being granted the exclusive residential franchise and billing the residents. Are the companies expected to visit each resident and sign a contract with them? Please clarify what the City expects of this relationship.

**ANSWER:** Please see the Agreement, Article 15, Section 15.2, Subsection 15.2.1.

**QUESTION 167.** Page 8, last bullet point – This needs to be limited to “reasonable” requests by the Contract Manager. This could potentially be a material cost to the Franchisee if the City requests something that is not currently available. Please limit this section to reasonable requests.

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 168.** Pages 9 & 13 – Did the City mean to have the Security Bid Bond requirement twice in the document?

**ANSWER:** Page 13 is a description.

**QUESTION 169.** Page 13 – The performance bond requirement is much too expensive. Please clarify if this is to be in an amount that is annual? Additionally, if the face value is to be the annual amount, please clarify that the bond is annually renewable instead of covering the entire term.

**ANSWER:** Please see Addendum # 2.

**QUESTION 170.** Page 19 – It is not reasonable that the City has the right to revise insurance requirements unilaterally without respect to additional costs that might be incurred as a result. Please add a provision that the request be reasonable and the City will negotiate with the Franchisee to determine cost involved.

**ANSWER:** No change.

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**QUESTION 171.** Page 20 - As there is a substantial capital outlay required for the performance of the agreement, a termination for convenience on 30-day notice is unconscionable. As such, the Franchisee requests that termination only be for cause or default with a 30- day opportunity to cure. Please delete the termination for convenience and add an opportunity to cure defaults after notice.

**ANSWER:** Please see Addendum # 2.

**QUESTION 172.** Page 20- The time for the City to accept the proposal and pricing MUST be limited to no more than 120 days. To leave it open indefinitely is a risk that is impossible to manage in this escalating cost environment. Since the City is currently providing its own service and there is not another contract expiring, the City is under no obligation to act quickly, if at all. Additionally, if the economic conditions change and the hypothetically accepts in 2 years, and then the awarded Proposer declines to enter into a contract, it would be subject to forfeiture of the Bid security. Please limit the time.

**ANSWER:** No change.

**QUESTION 173.** Page 26(5)(c) – This is duplicative of Form C. Please make this requirement one or the other. Please confirm that the responses are limited to legal proceedings regarding the collection of solid waste for governments. As a company with a state- wide footprint, legal proceedings unrelated to solid waste collections would be irrelevant. Additionally, the threshold should be those that are material as others would not have an impact on the Franchisee’s ability perform the services. Please clarify.

**ANSWER:** No change.

**QUESTION 174.** Page 34, Form C – As is described in the RFP, please confirm that the responses are limited to legal proceedings regarding the collection of solid waste for governments. As a company with a state-wide footprint, legal proceedings unrelated to solid waste collections would be irrelevant. Additionally, the threshold should be those that are material as others would not have an impact on the Franchisee’s ability perform the services. Please clarify.

**ANSWER:** Please see page 34 of the solicitation, Form C.

The following changes and observations apply to the Sample Agreement:

**QUESTION 175.** Section 2.1- The proposed commencement date is too soon. Between the City conducting the procurement and the lead time to get new trucks and containers, and the routing necessary to conduct a transition, the commencement date should be no sooner than 12 months after award. Please consider revising.

**ANSWER:** No.

**QUESTION 176.** Sections 2.2 & 2.3 - Because of the capital investment needed to transition to a private provider, would the City consider a longer initial term of seven (7) years? Additionally, please make the renewal by the mutual agreement of the parties. Also there is a discrepancy in the dates of the end of the first term and the start of the renewal term. Please clarify.

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 177.** Article 4 – The Franchisee should not be responsible for the careless behavior of the residents or businesses who chose to dispose of Biological, Biomedical or Hazardous Waste. The Franchisee cannot be responsible for this cost or liability. Please delete this provision and make it clear that it is the responsibility of the customer or the City.

**ANSWER:** See answer to Question 69.

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**QUESTION 178.** Section 6.6.3 – In order to properly price the contingency, the City needs to let the Proposers know what the holiday pick up policy is now, during the proposal. Please clarify the City’s policy.

**ANSWER:** Please see the Agreement, Article 6, Section 6.6, and Article 8, Section 8.4.

**QUESTION 179.** Section 7.1.4 – This price is well below the cost to a Franchisee to provide this service. Please make this price no less than \$75. Additionally, each time there is an exchange of a cart, there is a cost to the hauler, please allow the hauler to charge \$75 for the exchange of any carts.

**ANSWER:** Please see Addendum # 9.

**QUESTION 180.** Section 8.3.3 – The City should not be in the business of setting rates for the collection of commercial recycling which is unregulated by the state. Since private companies providing the same service would not be subject to the same restrictions, it could put the Franchisee at a competitive disadvantage. Additionally, it may not reflect market conditions and cause the Franchisee to lose money on the service. Please delete this provision.

**ANSWER:** No change will be provided for this provision.

**QUESTION 181.** Section 10.1.4 – If the Franchisee is not paying for the disposal of commercial waste, who is paying for disposal of the commercial customer?

**ANSWER:** Commercial disposal costs shall be paid for by the customer through the vendor to the City’s authorized disposal contractor.

**QUESTION 182.** Section 11.6.2 – Please add to this section, “Except in the case of Franchisee’s negligence or willful misconduct, Franchisee shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment.”

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 183.** Section 11.6.3 – Immediately is too fast. There needs to be a reasonable time to both notify and to rectify the situation and additional time to repair if it cannot be completed in the reasonable time established if the Franchisee is diligently pursuing repair.

**ANSWER:** Please see answer to Question 72.

**QUESTION 184.** Section 11.11.2 – Please detail the standards for what the City considers passing a criminal background check?

**ANSWER:** A level 1 generally refers to a state only name-based check AND an employment history check. Also includes a driver’s license check.

**QUESTION 185.** Section 11.15.1.2 – Are there any substandard roads? Does the City currently use any smaller vehicles to service these areas?

**ANSWER:** Yes, alleyways.

**QUESTION 186.** Section 12.1 – The City has no right to audit the cost or time of these services. This is a bid priced cost contract for which the Franchisee’s costs or their time are not at issue. As such, please delete this provision from this section. This information that is confidential and proprietary. This is also contrary to 12.2.3.3 that only requires “gross revenue” to be audited.

**ANSWER:** Final terms may be modified when being negotiated with the awarded firm.

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**QUESTION 187.** Section 12.2.3.1 – The City may follow the vehicles of the Franchisee, but by insurance requirements, nobody but the Franchisee’s employees are to ride in the vehicles. Please delete this requirement.

**ANSWER:** Please see Addendum # 9.

**QUESTION 188.** Section 15.1.1 – Please clarify that the Franchisee may charge the commercial customer for additional charges related to overloaded containers, broken containers, etc.

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 189.** The entire proposed agreement is confusing and contradictory as to who pays for disposal, how disposal is charged to customers, how the City will evaluate the proposals without a disposal component, etc., please clarify both documents to be clearer and consistent.

**ANSWER:** Disposal will be paid for by the franchisee, using the City’s current contract. Please see page 2 of Addendum # 8, Section “Exclusive Residential Solid Waste and Recyclables Collection Service”, *The cost of the disposal of material transported to the Designated Facility will be paid by the Franchisee using the City’s contract rates and shall be included in their fees to customers.*

**QUESTION 190.** Sections 15.1.2.2 and .3 - The CPI adjustment should be automatic, not at the discretion of the City, the Franchisee should only have to submit the calculation and it should be granted. The numbers are what the numbers are. There should not be a risk to the Franchisee that they will not earn the CPI. The City should only require the calculation as proof of the justification, please revise accordingly. Additionally, the CPI should not be capped at 3.5%, it should be changed by whatever the calculation indicates, please change.

**ANSWER:** Final terms may be modified and negotiated. The CPI index utilized will remain.

**QUESTION 191.** Section 16.1 – The Contingency should not be limited to the closure of the Designated Facility. This provision must allow for the possibility that it is unsafe for the Franchisee to operate in these conditions independent of the closure of the disposal facility. Please revise to include.

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 192.** Section 17.1 – This section conflicts with the requirement in the RFP that states the performance bond should be 100%. Please clarify.

**ANSWER:** Please see Addendum # 2.

**QUESTION 193.** Section 17.2 - The penalties herein are punitive and are too high to be enforceable. It is well-settled Florida law that parties to a contract may stipulate in advance the amount that is to be paid or retained as administrative/liquidated damages in the event of a contract breach. Florida courts often find such clauses invalid “where their purpose is to deter a breach,” rather than serve as a means of recouping actual damages. Where there is doubt as to whether a provision is a penalty or a proper liquidated damages clause, the tendency of the courts is to construe a provision for payment of an arbitrary sum a penalty rather than one for liquidated damages. For a liquidated damages clause to be deemed valid, it must satisfy two conditions. First, the damages stemming from the alleged breach must not be readily ascertainable. Second, the sum stipulated to be forfeited must not be so grossly disproportionate to any damages that might reasonably be expected to follow from a breach as to show that the parties could have intended only to induce full performance, rather than to liquidate their damages. The Town’s

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penalties here do not meet this test and must be revised to reflect actual damages the Town may suffer. Please revise to be in line with Florida law.

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 194.** Section 18.1 - As there is a substantial capital outlay required for the performance of the agreement, a termination for convenience on 60-day notice is unconscionable. As such, the Franchisee requests that termination only be for cause or default with a 30-day opportunity to cure. Please delete the termination for convenience and add an opportunity to cure defaults after notice. Additionally, this provision conflicts with the provision in the RFP regarding the same.

**ANSWER:** No change.

**QUESTION 195.** Section 19 – Disposal Coverage - It is highly unusual for a hauler to provide insurance to a designated facility under a franchise agreement. Please delete this provision.

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 196.** Section 19 – Right to Revise - It is not reasonable that the City has the right to revise insurance requirements unilaterally without respect to additional costs that might be incurred as a result. Please add a provision that the request be reasonable and the City will negotiate with the Franchisee to determine cost involved.

**ANSWER:** No change.

**QUESTION 197.** Section 20.1.1 - The Franchisee is willing to provide reasonable indemnification to the City, but it should not be required to indemnify the City for its own (i) negligence or willful misconduct, (ii) breach of the contract, or (iii) violations of law or the same acts by unknown third parties. Please delete the section as written and replace with the following, “The parties recognize that the Franchisee is an independent Franchisee. The Franchisee agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys (collectively, the “Indemnified Parties”) of, from, and against all liability and expenses, including reasonable attorney’s fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use (collectively, the “Claims”), to the extent arising out of the Franchisee’s negligence or willful misconduct in the execution, performance, nonperformance, or enforcement of the terms and conditions of this RFP. The Franchisee’s liability hereunder shall include all reasonable attorney’s fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Franchisee against the City and the Franchisee hereby waives entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing contained herein shall obligate the Franchisee to assume liability for or indemnify, hold harmless, or defend any Indemnified Party to the extent the Claims are caused by: (i) the negligence or willful misconduct of any Indemnified Party; (ii) the breach of any terms, conditions, covenants, representations, or warranties in this RFP or the resulting contract by the City; or (iii) the violation of any laws, rules, regulations, ordinances, orders, licenses, or permits by any Indemnified Party.”

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**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 198.** Section 20.1.2 – Must be time limited after the end of the agreement. Please consider 3 years, or simply delete this provision.

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 199.** Section 20.2 - Please amend this section to permit an assignment as a right to an affiliated company of Franchisee. Additionally, the City's consent to assignment pursuant to this section should not be unreasonably withheld. The Franchisee requires reasonable rights to assign its rights under the agreement.

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 200.** Section 20.7 – This must be by mutual agreement and in writing. The City should not be permitted to unilaterally amend the agreement.

**ANSWER:** Comment noted.

**QUESTION 201.** Attachment B- Are the Proposers to assume these are samples only and that the numbers will be populated with the results of the actual bids?

**ANSWER:** These are current City rates for the Proposers information and will be updated with the agreed upon pricing from the RFP.

**QUESTION 202.** Attachment F - Please change the CPI formula to All Urban Unadjusted Garbage and Trash Index as the CPI index that more closely aligns with the services provided under this Agreement.

**ANSWER:** The CPI to use will remain the same.

The following changes and observations apply to the Sample Agreement:

**QUESTION 203.** If awarded will the Franchisee have the ability to negotiate terms of an agreement that are not currently part of this RFP?

**ANSWER:** Yes, the City will consider this when in negotiations with the awarded firm.

**QUESTION 204.** Please add, "The City hereby grants the exclusive right and privilege to Franchisee to perform all of the Services set forth in the RFP. The City may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Franchisee may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Franchisee. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of the Agreement, including, without limitation, the exclusive service rights granted to Franchisee pursuant to the Agreement."

**ANSWER:** The City will not consider this change for the current procurement.

Please include the following general provisions with the next draft:

**QUESTION 205.** Will the City please add the following to this section and to the agreement resulting from this procurement? "Notwithstanding anything herein to the contrary: (a) Franchisee shall have no obligation to collect any material which is or contains, or which Franchisee reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or



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hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Franchisee finds what reasonably appears to be discarded Excluded Waste, Franchisee shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Franchisee inadvertently collects or disposes of such Excluded Waste”

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 206.** Customers and City must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Franchisee. If any customer or City fails to do so, Franchisee may decline to collect such materials without being in breach of the Agreement. Franchisee shall not be responsible for and has not made any representation regarding the ultimate recycling of such recyclable materials by any third-party facilities.

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 207.** Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer or City (excluding normal wear and tear), the customer or City (as applicable) will be charged for the resulting repairs or replacement and such amounts will be paid to Franchisee upon demand.

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 208.** Unless otherwise required, any equipment furnished hereunder by Franchisee shall remain the property of Franchisee; however, customers or City (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and City shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and City must provide unobstructed access to the equipment on the scheduled collection day. The word “equipment” as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.

**ANSWER:** The City will not consider this change for the current procurement.

**QUESTION 209.** If the City shall be in breach of any provision of this Agreement, Franchisee may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement by Franchisee shall be effective until Franchisee has given written notice of such breach to the City and the City has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, Franchisee may terminate this Agreement by giving the City written notice of such termination, which shall become effective upon receipt of such notice.

**ANSWER:** The City will not consider this change for the current procurement.

**PLEASE NOTE RECEIPT OF ADDENDUM # 14 BY COMPLETING ‘FORM P: ACKNOWLEDGEMENT OF ADDENDA’ WITH YOUR FIRM’S SUBMISSION.**