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Solicitation No.: RFP 220049BJB

Solicitation Name: Solid Waste and Recycling Collection Franchise Agreement – Franchise Area 4

Subject: Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. REVISED PRICE PROPOSAL FORM 1A

The price proposal from has been updated and a revised Price Proposal Form has been uploaded to the solicitation webpage on the Lee County Procurement website.

Please ensure that your firm has downloaded the revised Price Proposal Form 1a and are able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the Revised Price Proposal Form needs to contact the Procurement Analyst for this project at their earliest convenience. Do not wait until submission day to download. Procurement is not required to extend a closing due to Contractor delay or difficulty in receipt of download of documents.

Proposers MUST use the Revised Price Proposal Form 1a when submitting their proposal. The County will not accept pricing proposals submitted on forms or in formats other than the Revised Price Proposal Form 1a, as provided by the County. Proposal submitted on forms, other than the Revised Form 1a, will be deemed non-responsive and ineligible for award.

2. CLARIFICATION: Please note that the exhibits provided within the draft agreement are reflective of the previous agreement and are only considered as placeholders for exhibits in the draft agreement. There should be no consideration or reference to the exhibits with regards to pricing or pricing requirements. As stated above, the Revised Price Proposal Form 1a shall be submitted with your proposal.

The draft agreement is being provided as a “draft”. It has not been finalized. The exhibits within the draft agreement will be revised to reflect what is relevant to the new agreement prior to final execution.

3. QUESTIONS/ANSWERS

1.	Draft Contract page 44-45 Section 20- What is the anticipated advance notice that the County will give the Contractor when requesting storm debris clean up service? Most Contractors would require a minimum of 2 weeks to mobilize additional labor and equipment.
Answer	The advanced notice will be determined on a case-by-case basis with the mutual agreement of the County and the contractor for Area 4. The County has a separate agreement with a contractor for debris management.

2.	Draft Contract Exhibit II Rate Schedule for Franchise Service Area 4- The rates in the draft contract are identical to the rates in the 2015 agreement that the County included with the RFP documents. Will the Contractor be allowed to update the rates in all the rate sheets included in Exhibit II? To include the Monthly Container Rental Rates pg II-4, Special Services Rates pg II-6, Commercial Recycling Collection Service pg II-6, Vegetative Storm Debris Collection Service pg II-6. The rates listed in the Draft Contract are 7 years old and are not reflective of the costs in 2022.
Answer	The draft agreement provided is a “draft”. It has not been finalized. The current exhibits shown reflect the previous agreement and are there only as a placeholder for the new agreement prior to finalization. Therefore, the exhibits within the draft agreement will be revised and reflect what is relevant to the new agreement prior to final execution.

3.	Draft Contract Exhibit II—will the County consider raising the storm debris clean up rates in Exhibit II to reflect current market rates & cost? The rates in the draft contract are the same as the rates in the 2015 contract.
Answer	The draft agreement provided is a “draft”. It has not been finalized. The current exhibits shown reflect the previous agreement and are there only as a placeholder for the new agreement prior to finalization. Therefore, the exhibits within the draft agreement will be revised and reflect what is relevant to the new agreement prior to final execution. The County has a separate agreement with a contractor for debris management.

4.	Draft Contract page 44-45 Section 20- If the Contractor is called upon to provide storm debris clean up, will the Contractor be given a variance on collection requirements of the residential services?
Answer	Any variance will be determined on a case-by-case basis with the mutual agreement of the County and the contractor for Area 4. The priority for the contractor is the quick and orderly return to normal residential and commercial collection using normal service trucks. The County has a separate agreement with a contractor for debris management.

5.	Draft Contract Exhibit II – is the pricing in Exhibit II and contractor’s obligation to provide clean up apply only to “named storms” or all natural disasters?
Answer	This will be determined on a case-by-case basis with the mutual agreement of the County and the contractor for Area 4. The priority for the contractor is the quick and orderly return to normal residential and commercial collection. There is no requirement that the contractor collect storm debris. The County has a separate agreement with a contractor for debris management. The draft agreement provided is a “draft”. It has not been finalized. The current exhibits shown reflect the previous agreement and are there only as a placeholder for the new agreement prior to finalization. Therefore, the exhibits within the draft agreement will be revised and reflect what is relevant to the new agreement prior to final execution. The County has a separate agreement with a contractor for debris management.

6.	RFP page 33 Tab 4 Financial Capabilities – Can the proposer submit the audited financial statement of its parent company (a publicly-traded company) in the form of the most recent 10K?
Answer	Yes. A 10k would be acceptable for a parent company of a publicly traded company. It is understood that a subsidiary of a publicly traded company may not have individual financial statements or annual report. Other evidence that would be helpful for a publicly traded company or private company: <ul style="list-style-type: none"> • Most recent complete audited financial statement for parent company and subsidiary. • Balance sheet • Available lines of credit. • Clear statement of company cash flows. • Others as determined by the proposer.
7.	RFP page 46 Form 4 “Alleged Negligence or Breach of Contract Disclosure Form” – should motor vehicle accident cases be listed on the Form?
Answer	No.
8.	Contract Page 2, 1. Term – the agreement states the term is a seven (7) year term with two (2) additional one (1) year options for renewal. But at the pre-bid meeting it was stated there was a seven (7) year term with a three (3) year renewal option. Would the county please clarify the term?
Answer	See answer to question # 1 in addendum 1.
9.	Electronic devices are taken with the regular solid waste collection. Would the county update the language to reflect this? Or is the hauler expected to provide an additional truck to collect electronic waste? Please clarify.
Answer	Electronic devices should be segregated. The hauler can collect as they see fit. Any excessive electronic set out should be shared with county staff immediately.
10.	Contract, Page 7 - Uncontrollable forces – would the county consider adding labor shortage to the definition?
Answer	No. Labor shortages have causes. The contractor must prove an uncontrollable circumstance that results in a systemic labor shortage for the contract.
11.	Contract, Page 10 – during the 10 weeks that the hauler is to divert to the Lee/Hendry Landfill would the county update the pricing sheet to allow for a rate to be included for this service?
Answer	No. The County sees no additional costs due to diversion to the landfill from Area 4.
12.	Contract, page 10 2. Containers – would the county clarify if the hauler is to provide the solid waste containers or if the county provides the solid waste containers or only oversee and pay for new carts or replacement carts?
Answer	At the end of the current contract all residential carts, MSW and Recycling, will be the property of the County. Future MSW residential carts will be purchased by the contractor. The County provides all residential recycling carts. Commercial containers of all types are provided by the contractor.

13.	Pricing Proposal Form – Section B: Commercial Multi-Family Dwelling Curbside Can Services – the garbage and recyclables collection is listed in the same line. Is this to be the total for both services? Or should these items be split into two separate lines for rates?
Answer	This is a total for both services.
14.	What percentage of the total roads in service area 4 do the estimated 1100 backdowns impact?
Answer	See answer to question # 24 in addendum 2.
15.	Would the county provide a list of current side door/garage door service?
Answer	See answer to question # 33 in addendum 2.
16.	Contract page 25 – Section C. Commercial Vegetative Collection Waste – please confirm if this collection is non-exclusive? Additionally, there is not a rate for this type of service on the pricing proposal sheet.
Answer	Commercial vegetative is non-exclusive. It is an open-market service.
17.	1Contract page 25 – Section D. Commercial Recycling Services – there is not an Exhibit II in the RFP package. Would the county require the county to provide the service but not require a pricing sheet to allow for the hauler to be more competitive in the open market as this is not an exclusive service?
Answer	As stated earlier, commercial recycling is open market with the limitation that rates cannot exceed the rates for commercial MSW.
18.	Contract page 27 – Section 5. Disposal or Processing Cost – Would the county consider removing this language or modifying to allow the hauler to be more competitive in an open market environment? The hauler is currently charged in other services areas by the county for processing/disposal services and these costs are passed through to the residents.
Answer	No. As stated earlier, the present commercial MSW disposal fee is \$50.20, and the present commercial Recycling processing fee is \$38.12. Commercial recycling is open market.
19.	Contract Page 31 – Section 6. A. Solid Waste and Recycling Collection Rate Adjustment – it should be shown March over March or February over February. Would the county please amend the methodology example?
Answer	See Addendum #2 question 35. Dates are March 1 to Feb 28 of each year.
20.	Contract page 31 – Section 6 A - top of the page – would the county modify the language to include all periods of the agreement for the adjustments and not on the second through the fourth potential adjustment periods?
Answer	No.
21.	A CPI is not a rate adjustment but merely the contractor keeping up with doing business year over year. In the current agreement, the rate adjustment is subject to the BOCC approval. Would the county consider making this an automatic event (no BOCC approval) or would the county consider adding in language for a 180-day contract out should the rate adjustment be denied?
Answer	The BOCC must approve rate increases. The BOCC has historically approved the rate increases. The BOCC approved an extraordinary rate increase in 2021.

22.	The five (5) year average of the CPI indicated in the agreement is 1.7%. This is not adequate to keep up with the cost of doing business. Would the county consider switching to the CUURS0000SG02 trash index?
Answer	No. Expected increases in cost of operations are a risk included in the proposed prices.
23.	In the agreement, page 40 #14 Collection equipment does not mention anything requiring new collection vehicles. Page 5 of the RFP solicitation 9.2 states all equipment and material shall be new. Please confirm if there are age requirements for the collection fleet
Answer	See answer to question # 5 in addendum 1.
24.	Would the county consider removing the request for the contractor to have a fax machine?
Answer	A combined fax/copier/scanner using any type of communication line will suffice.
25.	Pricing Proposal Form – the number of estimated collections listed on the excel sheet – is this an actual representation of the work that is currently being performed?
Answer	Price proposal form indicates the numbers are estimated for proposal purposes. The estimated dwelling count in section A is based on current unit counts when the draft scope was submitted to Procurement in October. Please use open source media for estimated home and population growth.
26.	Pricing Proposal Form – lines 35-43, there are rates listed for the container rental prices. Is this intended to be filled in or should the contractor delete the rates that are listed and enter in pricing for the container rental?
Answer	The Pricing Proposal Form has been revised. See attachment to this addendum. For Section C, the Contractor shall provide pricing for the Container Rental Price and Collections Price. Containers and Number of Collections shall remain untouched as these are for evaluation purposes only.
27.	Exhibit pricing as indicated in the proposed agreement – all state not to be adjusted during the term. These rates should be adjusted with CPI, etc. Please amend. Rates that are listed in some of these exhibits are different that what is listed on the proposal pricing sheet. Please confirm.
Answer	Set rental prices, as all other prices, will be changed based upon the annual rate adjustment. Additionally, there should be no reference to the Exhibit with regard to pricing. The exhibit within the placeholder is considered a placeholder. Please refer to the Price Proposal Form 1a as required within the solicitation and referenced within section 1 of this addendum.
28.	Would the county provide a detailed excel listing of the current commercial customers including container sizes, frequency, and address? Given the short timeframe of the proposal, q/a window, and due date this information would be helpful to provide a detailed thorough response.
Answer	The County has provided detailed commercial customer listings within Attachment 6 to Addendum # 2.
29.	RFP page 12 Section 29.6.1 Termination – the contract for services is a multi-million dollar investment would the county consider removing the termination language as it is currently listed with a 30 day notice?
Answer	No. The 30-day notice is after a notice of default. The issue should be cured long before the County issues a notice of default.

30.	RFP, Page 21 19 – the cure period is listed at 15 days, would the county consider modifying to allow a 30 day cure period?
Answer	Yes. The County will allow 30 days to cure.
31.	RFP Page 25, 4.3 Payment and Performance Bond – would the county consider removing the Public Payment Bond of \$750,000 as this would be covered with the \$1.5M performance bond? Additionally, would the county confirm the amount for the bid bond and/or performance bond as this was referenced at the pre-bid meeting and does not seem to align with the RFP document?
Answer	The State of Florida does not recognize a Payment and Performance Bond as being the same. These are two separate bonds. Bonding requirements for this project can be found on page 24 of the solicitation documents within section 4. Bid bond (submitted with your proposal) shall be in the amount of \$112,500 or 5% of the Performance and Payment Bond. The Payment Bond shall be in the amount of \$750,000 and the Performance Bond shall be in the amount of \$1,500,000. These bonds will be obtained by the awarded Contractor.
32.	RFP Page 28 3 vi – As the county oversees all of the customer and commercial educational initiatives would a landing page with division information (address and contact information) as well as a link to the county solid waste page be sufficient to fulfill this request?
Answer	Yes.
33.	With the level of detail the county is asking in the RFP response and the deadline for question and answer so close to the due date would the county consider extending the response deadline?
Answer	The deadline for questions remains 8 days prior to the due date. The deadline for questions for this solicitation is prior to end of business on February 24, 2022. The County reserves the right to post addendums at any time prior to the due date. It is incumbent upon proposers to ensure that they monitor the Lee County Procurement webpage for any addendums issued for this solicitation.
34.	Agreement Section 18. Complaints – it is referenced in this section that misses have to be collected the same day. Would the county consider amending this to be reported on the same day and collected within one business day?
Answer	No.
35.	Is there a right to cure period associated with any of the fine languages as proposed in the draft agreement?
Answer	No, there is no cure period for administrative charges. As per Section 19, page 44 the contractor may contest the administrative charge. The County historically waives monthly administrative charge payments if the cumulative monthly charge is less than \$5,000. The County has provided a history of administrative charges. These can be found in attachment 8 with the original solicitation.
36.	Agreement Section 19. Quality of Performance – it is stated the contract administrator may levy between \$100-\$500 per incident. Would the county consider revising this to \$100 per incident (no range of \$100 - \$500)?
Answer	No. The County historically waives monthly payments if the cumulative charge is less than \$5,000. The County has provided a history of administrative charges. These can be found in attachment 8 with the original solicitation.

37.	Please define what an incomplete route is (number of homes).
Answer	10 or more homes. See question # 31 in Addendum # 1.
38.	Page 44 Agreement – it is listed that changing routes, including starting point could result in a \$3,000 fine. Would the county please consider removing or modifying that language? Times of routes could change routinely based upon weather conditions, landfill trips, wait times at the landfill, flat tire, etc.
Answer	“Changing Routes” is considered a scheduled route change. Environmental factors as described are not considered a route change. The County will work quickly and closely with the contractor for any necessary scheduled route changes. Please review Attachment 1 - draft agreement, page 19 Section J. Routes and Schedules.
39.	Agreement Section 24. Employee Wages and Benefits – every hauler will provide varying benefit packages, holidays, and sick time. Would the county consider removing the language regarding one week paid sick leave, vacation required, the percentage required for paid medical insurance, as well as seniority offered to new hires, and Memorial Day as a holiday?
Answer	The County will not accept removing the Memorial Day holiday as this is a recognized County holiday. The County will accept the removal of the requirement of the seniority clause and language regarding the medical insurance percentage. However, the County will not remove the requirement of vacation/sick time as this is considered a safety issue. The draft agreement will be revised prior to final execution of the new agreement.
40.	Agreement – Section 66 Termination for convenience – would the county consider revising this language to allow for a cure period?
Answer	This is a required federal clause. For this agreement it applies only to work under federal rules (FEMA for example). Language will remain unchanged.
41.	The rates that are filled in on the exhibit sheets – are they intended to be there or can they be deleted and modified as each hauler prepares their responses?
Answer	Responses are to be submitted utilizing the required format within the submittals section of the RFP. Additionally, pricing shall be submitted by proposers using the attached Revised Price Proposal Form 1a. The draft agreement provided is a “draft”. It has not been finalized. The current exhibits shown reflect the previous agreement and are there only as a placeholder for the new agreement prior to finalization. Therefore, the exhibits within the draft agreement will be revised and reflect what is relevant to the new agreement prior to final execution.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

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