



ADDENDUM No. 3

FEBRUARY 26, 2018

Solicitation Title: Sanitation Services

Solicitation No.: RFP 64-16-17 Opening Date: **Wednesday, March 7, 2018**
by 3:30PM (LOCAL TIME)

Attention all potential bidders:

- MUST Addendum:** Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All "MUST" addenda are considered a matter of responsiveness. "MUST" addenda must be acknowledged on Form "A-5. Failure of a Submitter to acknowledge the addenda may be cause for rejection of the bid.

Please note the following changes:

1. Section 2.7 MINIMUM REQUIREMENTS now reads:

To be considered for award of this Solicitation, the Respondent must demonstrate that the firm has legal authority, sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.7.1 City of North Miami Business Tax Receipt

Respondent must have a current City of North Miami Business Tax Receipt for Private Waste Collectors as of the proposal due date.

2.7.2 Licensing Requirements

Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz.org report with your company registered in active status.

2.7.3 Years of Experience and References

Proposer must have successfully provided residential and/or commercial sanitation service, including solid waste, recyclable material, yard trash and bulk waste, to at least two (2) government agencies within the last five (5) years, preferably within the State of Florida. Please provide references for at least two (2) government agencies for which the Respondent has provided Sanitation Services similar to the one requested by this Solicitation within the last five (5) years.

2.7.4 Performance Bond

Each Proposer must provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond that will satisfy the requirements reflected in Section 2.10 of this Solicitation.

2.7.5 Bid Bond

In accordance with the City's Code of Ordinance, Article III – Procurement Code, Section 7-176, a Bid Bond is required for competitive sealed proposals when the price is estimated to exceed one hundred thousand dollars (\$100,000.00). The amount of the guarantee shall be five percent (5%) of the total proposal amount.

AMENDED TO READ:

Section 2.7 MINIMUM REQUIREMENTS

To be considered for award of this Solicitation, the Respondent must demonstrate that the firm has legal authority, sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE”. Those qualifications are as follows:

2.7.1 Licensing Requirements

Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz.org report with your company registered in active status.

2.7.2 Years of Experience and References

Proposer must have successfully provided residential and/or commercial sanitation service, including solid waste, recyclable material, yard trash and bulk waste, to at least two (2) government agencies within the last five (5) years, preferably within the State of Florida. Please provide references for at least two (2) government agencies for which the Respondent has provided Sanitation Services similar to the one requested by this Solicitation within the last five (5) years.

2.7.3 Performance Bond

Each Proposer must provide an irrevocable letter of commitment from a State of Florida licensed bonding company to provide a Performance Bond that will satisfy the requirements reflected in Section 2.10 of this Solicitation.

2.7.4 Bid Bond

In accordance with the City's 1 Code of Ordinance, Article III – Procurement Code, Section 7-176, a Bid Bond is required for competitive sealed proposals when the price is estimated to exceed one hundred thousand dollars (\$100,000.00). The amount of the guarantee shall be five percent (5%) of the total proposal amount.

- 2. SECTION 6.0 PRICE PROPOSAL FORM is replaced with the REVISED SECTION 6.0 PRICE PROPOSAL FORM included as Attachment “D” of this Addendum.**

Request for Information, Questions, and Clarifications:

Q.1 “Is the incumbent required to provide new, unused, latest model vehicles to service this contract as any other bidder would?”

A.1 **Yes, if the current contractor is the successful Proposer, they will be required to comply with the vehicle and equipment requirements identified in Section 3.20.**

Q.2 “Is the current residential service in carts or bins?”

A.2 **Current resident services are in toters or roll carts.**

Q.3 “Please provide the most recent 12 months detailed franchise fee reports submitted by the current hauler?”

A.3 **Please refer to Attachment E – 12 Month Report, for the requested information.**

Q.4 “Please provide annual tonnages by month for residential solid waste collections?”

A.4 **Please refer to Attachment E – 12 Month Report, for the requested information.**

Q.5 “Please provide annual tonnages by month for commercial solid waste collections?”

A.5 **Please refer to Attachment E – 12 Month Report, for the requested information.**

Q.6 “Please provide the most recent detailed residential billing report?”

A.6 **Please refer to Attachment F – Utility Billing Accounts (Apts) and Attachment G – Utility Billing Accounts (Res)**

Q.7 “Please provide the most recent detailed calculation of residential franchise fees withheld by the City?”

A.7 **The City does not withhold fees for residential customers.**

Q.8 “Sec 1.25 indicates that the city has the right to make more than one award. Awarding anything other than one exclusive contract though will affect rates and other components. Please clarify if more than one award is contemplated, and if so, exactly how the awards will be separated in terms of scope of work, customer type, service type, number of units, geographic area, etc.”

A.8 **Section 1.25 Contract Award reads as follows:**

The City Manager anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City Manager at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

- Q.9** “The city has contemplated in public meetings the possibility of resuming solid waste operations by city employees. Would the city consider resuming residential collections (as it did prior to the privatization with the current franchisee) and consider options to allow private contractors to service the commercial, roll-off, and larger multi-family sectors? The options for the privately serviced sectors could be established as either exclusive, limited non-exclusive, or complete open market.”
- A.9** **The City has decided to outsource sanitation services in accordance with the Scope of Services outlined in the RFP.**
- Q.10** “Since the franchise will be a partnership, please revise section 2.4 to make the renewals subject to mutual approval.”
- A.10** **Section 2.4 will remain as stated.**
- Q.11** “Please clarify on what basis the bid and performance bonds are to be calculated upon. (Annual revenue?)”
- A.11** **The Bid Bond shall be in an amount equal to five percent (5%) of the total proposed amount for the seven (7) year term of the Contract. The Performance Bond shall be in an amount equal to 100% of the total awarded amount of the Contract.**
- Q.12** “Please clarify the cost to the proposer to “fully fund community events” as referenced in section 2.23, and also if the intent in 2.22 is that the cost proposed for the Storm Fund is the same amount that the contractor will be expected to donate back to the city.”
- A.12** **The successful Proposer may be required to contribute \$50,000 annually to a Waste Reduction Fund in accordance with Section 2.23. The successful Proposer may be required to contribute \$50,000 annually to a Storm Fund in accordance with Section 2.22.**
- Q.13** “Please clarify if either of the potential funds referenced in sections 2.22 and 2.23 are subject to franchise fees or any other fees assessed by the city.”
- A.13** **Franchise fees are not applicable to the Storm and Waste Reduction Funds.**
- Q.14** “Please clarify “multi-family units” as referenced in section 3.1.b. Are smaller multi-family dwellings that receive residential service in carts eligible for bulk waste collection without the “separate rate” mentioned in this section?”
- A.14** **Multi-family is 5 units and above. Only 4 units and below and single-family homes receive bulk collection without the separate rate.**
- Q.15** “Will the existing solid waste carts and recycling carts remain on site for use by the awarded franchisee?”
- A.15** **Yes.**

Q.16 “Section 3.17 indicates that the city may request bulk collections more than once per week, yet there is nowhere on the price proposal forms to enter a price for the additional service. How will the franchisee be compensated for additional bulk collections? This section also requires back-door collection of bulk waste for select residences. While back-door service is feasible on a limited basis for REGULAR GARBAGE in wheeled carts for special needs residents, bulk is collected by crane trucks that typically cannot access back-door areas. Please delete this requirement.”

A.16 **Section 3.17(a) has been amended as follows:**

a) Conditions and Frequency of Service

The Contractor shall provide Bulk Waste Collections Service, to those Residential Service Units in the Service Area, at least once a week on a scheduled route basis. In those instances where the scheduled Collection day falls on a holiday, the Collection shall occur on the next scheduled collection day subsequent to the holiday. In the event these Bulk Trash items are not properly containerized, the Contractor shall not be required to collect such items. In the event of non-collection, Contractor shall affix to the Bulk Trash items a Non- Collection Notice explaining why Collection was not made. Prior to the end of the Work Day, Contractor shall notify the City of any non-collection occurrences.

Q.17 “Section 3.18 requires collection of materials outside the carts, which is counter-productive in automated systems. This section also requires collection of wet OCC and newspaper, both of which may have become unrecyclable, and also which may degrade otherwise recyclable materials. Please delete these requirements which are detrimental to efficient and sustainable recycling practices?”

A.17 **Section 3.18 will remain as stated.**

Q.18 “Section 3.18.f requires the delivery of new “Recycling Bins” and this section in general references “Recycling Bins” as the container utilized in the city’s recycling program. “Recycling Bins” though are defined as rectangular containers, much smaller than carts. Is the city changing from carts to bins? Does the franchisee have to supply new containers to all residences, whether bins or carts?”

A.18 **Section 3.18 f) has been amended to read as follows:**

f) Distribution

The Contractor shall be required to distribute new Recycling Bins carts or toters to those Residential Service Units utilizing Recycling Bins carts or toters within one month after award. Contractor shall distribute Recycling Bins carts or toters to new Residential Service Units that are added to Contractor’s Service Area during the term of the Contract. The Recycling Bins carts or toters to be distributed will be in accordance with the information to be provided by the City to the Contractor and the distribution shall be completed within five (5) Work Days of receipt of the information from the City.

- Q.19** “How are Christmas Trees collected under section 3.18? Are they subject to additional compensation for the franchisee?”
- A.19** **Christmas trees are collected as regular “bulk trash” on the regularly scheduled bulk trash pickup day.**
- Q.20** If commercial customers refuse to sign contracts as required in section 3.19, how should the franchisee proceed?
- A.20** **Failure to provide for garbage collection service as provided for in the City’s Code constitutes a code violation which the City may enforce through code enforcement proceedings. Franchisee should notify the City of any possible code violations.**
- Q.21** Is the free service in section 3.19.g limited to city-owned and managed properties?
- A.21** **Yes.**
- Q.22** How is the franchisee compensated for the additional trucks and pulls in section 3.20?
- A.22** **There is no additional compensation for the equipment required by the successful Contractor during severe storms and emergencies.**
- Q.23** What actions does the city take against non-payment by commercial and multi-family customers as referenced in section 3.22? May the franchisee assess late fees allowed by law, and assess container re-delivery fees necessitated when customers fail to make timely payment and their containers must be removed and subsequently re-delivered?
- A.23** **Failure to provide for garbage collection service as provided for in the City’s Code constitutes a code violation which the City may enforce through code enforcement proceedings. Nothing in the City’s Code prohibits to imposition of fees by private waste collectors.**
- Q.24** “Since the CPI-WST is the most accurate indicator of actual service cost changes, the imposition of arbitrary limits on adjustments only reduces its accuracy. Please delete the 5% cap?”
- A.24** **Section 3.21 will remain as stated.**
- Q.25** Is the franchisee required to maintain the existing route schedules?
- A.25** **No. In accordance with the Transition Task (Exhibit 1) each Proposer is required to submit Residential Curbside Routing to the City for review and approval.**
- Q.26** Is subcontracting permitted?
- A.26** **Yes. This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all Suppliers who will supply materials for the Contract Work direct to the selected Respondent. Failure to comply with this requirement shall render the Proposal non-responsive. In addition, the selected Respondent shall not change or substitute Subcontractors or Suppliers from those listed in the Proposal except upon written approval of the City Manager (See “Form A-6”).**

Q.27 “Please clarify the intent of the PRICE PROPOSAL FORM line items for Roll-out Containers and Residential Recycling Bins. Is this a one-time fee, monthly fee, for the provision of the container itself only, for service of container, etc.?”

A.27 **These line items are the cost of replacement containers and bins requested by residence.**

Q.28 “What is the exact service required on the PRICE PROPOSAL FORM for the Optional Neighborhood Recycling and Optional Monthly Special Materials Stations?”

A.28 **The Neighborhood Recycling and Optional Monthly Special Materials Stations have been removed from the solicitation. Please refer to Attachment E- Revised Price Proposal Form.**

Q.29 Under “Pull Services” on the PRICE PROPOSAL FORM, is disposal a per-ton rate? Rather than a proposed bid rate, should that not default to the per-ton rate set by Miami-Dade County as adjusted each year in October? Also, roll-offs are not typically provided in 50 CY sizes. Please delete that size?”

A.29 **All solid waste, as prescribed by the Inter-local Agreement between Miami-Dade County and the City of North Miami is to be disposed of at the Miami-Dade County facility. Disposal rates will be based on container weight multiplied by the Miami-Dade disposal rate per ton. 50 Cubic Yard roll-offs have been deleted.**

Q.30 “Does the “Pull Services” referenced above pertain only to open top roll-offs? Will there be separate rates for roll-off compactors, as is customary? Please note too that roll-off compactor sizes are not limited to those sizes in the chart. (For example, some self-contained compactors are 34 CY.)”

A.30 **Pull service refers to any and all Pulls for containers that require equipment that is used to service containers of these types with a hoist mechanism. Roll-Off vehicles are typically those types of vehicles. Rate 34 cubic yards containers should be priced as 30 or 40 yard containers.**

Q.31 “Since roll-off compactors vary widely in cost and configuration, and such devices are often supplied directly by manufacturers or other third party non-franchisees, is maintenance of these units outside of the scope of work of this RFP?”

A.31 **Yes, maintenance of roll-off compactors are outside of the scope of work for this RFP.**

Q.32 Purchasing new trucks requires a lead time which be as long as 8 months or more. With that in mind, please provide the targeted dates for contract award and execution, as well as for service commencement.

A.32 **Please refer to the City’s tentative schedule for this solicitation on page 2 of the RFP.**

Q.33 “Please provide a copy of the extension document of the existing franchise agreement, including rates and any modifications to the original agreement.”

A.33 **Please refer to Attachment H – Extension of Franchise Agreement.**

Q.34 Which party selects the “Designated Recycling Facility?” Please provide copies of any agreements pertaining to the current site and any site that may be applicable to the new contract.

A.34 **The City selects the Designated Recycling Facility. There is no agreement for the current site and/or any future site that may be applicable to the new contract.**

Q.35 Page 32 of 86 – Sec. 3.6 seems to say that the services will start for residential [on Feb. 1, 2019](#) and for commercial [on Nov. 1, 2020](#). Is that an error, or are the commencement dates actually intended to be this far apart?

A.35 **Those dates are correct.**

Q.36 “Could you provide the current units classified into (single family, multifamily, city services, etc.) for the residential collection Solid waste, Recycling and Bulk waste?”

A.36 **There are approximately 9,754 single family units. There are 320 multi-family accounts. Please refer to Attachment I – North Miami City Services, for the current city services locations.**

Q.37 “Could you provide actual number of customers, collection frequency, the size and number of carts and dumpsters used for commercial collection?”

A.37 **There are approximately 800 Customers made up of commercial and multifamily customers with an average collection frequency of 2.7 times per week and average container size of 2.8 cubic yards. There are approximately 75 commercial accounts with 96 gallon carts for solid waste service.**

Q.38 “Could you provide the last 2 or 3 years tonnage of residential and commercial services divided, if it is possible, by month in order to measure the impact of peak times?”

A.38 **Please refer to Attachment J – 2015 – 2017 Residential Annual Tonnage.**

Q.39 “Could you provide the current collection routes (daily number of trucks of each size, type, etc.)?”

A.39 **Please refer to Attachment ### – Route Map.**

Q.40 “Can garbage and bulky waste be collected in the same collection truck?”

A.40 **Yes.**

Q.41 “With regard to the accessibility of vehicles, is the current provider using vehicles with reduced dimensions for the collection services?”

- A.41** The requested information is unknown. There are certain sections of the City that traditional trucks may not be appropriate. It is up to the bidder to conduct their own areas of observance to determine street accessibility.
- Q.42** “Regarding the Special Material Station. How many locations are actually on service and which is historical tonnage of household hazardous waste dropped off?”
- A.42** The Special Material Station has been removed from the solicitation. Please refer to Attachment E- Revised Price Proposal Form.
- Q.43** “In relation with the Recycling Stations. How many locations are actually on service, used containers and which is historical tonnage dropped off?”
- A.43** The Recycling Station has been removed from the solicitation. Please refer to Attachment E- Revised Price Proposal Form.
- Q.44** “Could you provide the current unitary prices per month and per unit for the residential collection?”
- A.44** Please refer to Attachment E – 12 Month Report, for the requested information.
- Q.45** “Could you provide the current pricing table for the commercial collection via carts, dumpsters and roll-off?”
- A.45** The requested information is not available.
- Q.46** “Is the cart purchase included within the first table of page 62 of 86?”
- A.46** No. Respondents should provide the cost of containers and bins in the appropriate place on the Price Proposal Form.
- Q.47** “Is the 5% bid bond and 100% performance bond calculated over the total proposal amount of one year or over the 7 years contract?”
- A.47** “The Bid Bond shall be in an amount equal to five percent (5%) of the total proposed amount for the seven (7) year term of the Contract. The Performance Bond shall be in an amount equal to 100% pf the total awarded amount of the Contract.”
- Q.48** “Item 2 states “The initial term of the Contract shall be for seven (7) years commencing on the date stipulated upon the issuance of a Notice to Proceed”. However, Projected Services Start Dates are February 1, 2019 for Residential and November 1, 2020 for Commercial. That means that each service residential and commercial will have a different End Date?”
- A.48** Yes, that is correct.
- Q.49** “Could provide a copy of the current contract, any amendments, and last six months’ invoices?”

A.49 Please refer to Attachment H – Extension of Franchise Agreement for the current contract. Please refer to Attachment L – Invoices, for the requested invoices.

Q.50 “Where does the City of North Miami, Florida, its elected and appointed officials get the authority to seek, and award an **exclusive franchise** for residential and commercial solid waste and recycling services, as encompassed by the subject RFP when the **City Charter**, approved by a majority of eligible voters of the City on **August 27 1952**, does not specifically allow the granting of exclusive franchises (emphasis added); and **Chapter 9 (Garbage and Trash) of the City Code of Ordinances as amended by Ordinance No. 1412 on April 25, 2017, at Article IV specifically seeks to “ ...ensure and facilitate .. the issuance of non-exclusive franchise permits to provide uniformity and quality of service from private collectors...”. (emphasis added)?”**

A.50 Under the City’s Charter, the City is authorized to exercise all municipal powers that are not prohibited or restricted under state law. Please see excerpt from Charter below.

Sec. 8. - Powers of the city.

(a) The city shall have all the powers granted to municipal corporations and to cities by the Constitution and general laws of the state, together with all the implied powers necessary to carry into execution all the powers granted. The city may acquire property within or without its corporate limits for any city purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise, lease or condemnation, and may sell, lease, mortgage, hold, manage, and control such property as its interests may require. No property of the city shall be sold for less than ninety (90) percent of the appraised value of the property as determined by at least two (2) city secured MAI appraisals. ***Except as prohibited by the Constitution of this state or restricted by this charter, the city shall and may exercise all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever. The enumeration of particular powers by this charter shall not be deemed to be exclusive, and in addition to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the city shall have and may exercise all powers, which, under the Constitution of this state, it would be competent for this charter specifically to enumerate.***

Under Section 9-13 of the City’s Code, the City will collect and dispose all garbage, bulk trash, solid waste and recyclable materials generated within the city or the City may contract with a private waste collector to provide these services. Further, Chapter 166 of the Florida Statutes authorizes municipalities to establish franchises and enter into agreements for refuse collection. In this instance, the City has opted to contract with a private waste collector to provide this City service. See excerpt from City Code below:

Sec. 9-13. - Residential property garbage collection service required.

(a) ***The city, or a private waste collector selected by the city under a franchise agreement shall collect and dispose all garbage, bulk trash, solid waste and recyclable materials generated within the city.*** It shall be a violation of this

section for any person, firm or corporation not authorized by the city to provide such services.

The City offers nonexclusive franchise permits for specific forms of garbage collection outside of the services provided by the City or its private waste collector. See excerpt from City Code below:

Sec. 9-27. - Nonexclusive franchise permits.

- (a) *Permit required.* No person shall remove or transport debris, recyclable materials or hazardous waste over the streets or public rights-of-way of the city or its real property without first applying for and receiving a permit for the following classifications:
- (1) Private collection services for **construction and demolition debris and waste.**
 - (2) Private collection services for **recyclable materials.**
 - (3) Private collection services for **hazardous waste**

Q.51 “Please provide the Number of the City of North Miami, City Ordinance or Resolution approving the contents of RFP No: 64-16-17 and the date of its approval by the City and Mayor of the City of North Miami?”

A.51 **Please refer to Section 7-129 of the City’s Procurement Code for a response to your question.**

Q.52 “In RFP page 2 titled Bid Bond and Performance Bond requirements It states that proposer must submit a 100% performance bond, would the city accept an irrevocable letter of commitment from the proposer surety company instead of the actual performance bond?”

A.52 **Section 2.7.10 explains what forms of guarantees are acceptable in lieu of a bond.**

Q.53 “Is the intent of the 7 year term stated on this RFP mean that the residential start and End of contract date is 02/01/2019 thru 01/31/2026? Does the Commercial start and end of contract are 11/01/2027 thru 10/31/2027?”

A.53 **The intent of the seven (7) year contract term is to have the successful Proposer provide services for a seven (7) period. The contract period commences on day one (1) of residential services. Commercial services will commence on November 1, 2020 and conclude on the last day of the established seven (7) year term.**

Q.54 “In RFP section 2.22 and 2.23 Storm Fund & Waste reduction Fund. Will these rates be considered as part of the cost evaluation of the proposal?”

A.54 **No. Please refer to Attachment E- Revised Price Proposal Form for the amended requirements for the Storm and Waste Reduction Funds.**

Q.55 “Section 6 Price Proposal in RFP Questions are as follows: Storm and Waste Reduction funds, will they be added to the cost prior to the franchise fees? Will the City consider providing a unit cost to all haulers for the Storm Fund and Waste Reduction Fund for this RFP on all pricing proposal sheets?”

A.55 Please refer to Attachment E- Revised Price Proposal Form for a response to this question.

Q.56 “Bulk/Yard waste pg. 21 section B Is there a size limit on the bulk/yard waste a resident may place out at for pick up?”

A.56 In accordance with Section 9-17(e) of the City Code, bulk trash piles may not exceed eight (8) cubic yards per pick up.

Q.57 “RFP section 3.17 (A) Bulk service collection conditions and frequency Section a states that if bulk collection falls on a holiday i.e. Christmas, that the makeup day is the next work day and not the next scheduled pick up day. Being that bulk is once a week, would the city consider changing the statement “collection day falls on a holiday, the collection shall occur on the next schedule collection day?”

A.57 Section 3.17(a) has been amended as follows:

a) Conditions and Frequency of Service

The Contractor shall provide Bulk Waste Collections Service, to those Residential Service Units in the Service Area, at least once a week on a scheduled route basis. In those instances where the scheduled Collection day falls on a holiday, the Collection shall occur on the next scheduled collection day subsequent to the holiday. In the event these Bulk Trash items are not properly containerized, the Contractor shall not be required to collect such items. In the event of non-collection, Contractor shall affix to the Bulk Trash items a Non- Collection Notice explaining why Collection was not made. Prior to the end of the Work Day, Contractor shall notify the City of any non-collection occurrences.

Q.58 “RFP Section 3.21 Collection and rate adjustment RFP outlines and provides for a yearly collection rate adjustment, however there is no mention of the disposal rate per ton adjustment that Dade County effectuates every year on tonnage rates. Will the City accept disposal rate adjustments submittals when the Dade County raises disposal rates?”

A.58 The disposal rates shall be adjusted each year on October 1st in accordance with Section 3.21 COLLECTION RATES ADJUSTMENTS

Q.59 “On page 57 section IV Driver’s License and driving record and drug: Regarding this requirement, will the City allow the winner of this contract after the award of the contract and drivers have been hired?”

A.59 The submittal of photocopies of valid Florida Driver’s License and Driver’s License Record for the last five (5), and evidence of drug testing for each truck driver who will perform work on the contract is a component of an evaluation criteria that will be considered by the Evaluation Committee. Failure to include this information in response to this RFP could adversely affect the score as Evaluation Committee members will independently score the Proposals based on the merit of each Proposal to meet the requirements stated in the Solicitation.

Q.60 “Special Materials Station. Is the City’s intent to provide an HHW station? How often?”

A.60 The Special Material Station has been removed from the solicitation. Please refer to Attachment E- Revised Price Proposal Form.

Q.61 “Bulk Waste Collection, Is it the intent of the City when Bulk Collection falls on a non-working holiday is for collection to occur on the following day or next scheduled collection day? If collection is to occur next day, is the Cities intent to have the scheduled days moved to accommodate make up day? Will the City consider changing the Bulk make up day to read ‘Next Schedule Collection day’ considering that bulk is a weekly pick up?”

A.61 **Please refer to amended Section 3.17(a).**

Q.62 “Is ALL ROLL-OFF services included in this Franchise agreement? Including the Roll-Off services used to haul construction and demolition materials?”

A.62 **Yes.**

Q.63 “Handling Complaints...Is the Cities Intent is to be the first responder of all calls generated by the customers of the City of North Miami for each complaint, inquiry, or question?”

A.63 **The City should receive all complaints regarding the performance of the Contractor. In the event a Contractor receives a complaint from a customer, the Contractor shall immediately notify the City.**

Q.64 “On the Pricing sheets the City is asking to input franchise fee, what is the percentage to be used to calculate the franchise fee?”

A.64 **Pursuant to Chapter 9 of the City Code of Ordinances... A private waste collector, granted a business tax receipt or nonexclusive franchise permit, pursuant to article IV, shall file with the city on forms provided by the city, a monthly report beginning thirty (30) days from issuance of a business tax receipt or nonexclusive franchise permit, under oath, stating the names and addresses, and contact information of all accounts serviced by the private waste collector, together with the gross receipts from each account, and shall pay to the city monthly, simultaneously with the filing of such report, the nonexclusive franchise fee, in a sum equal to twenty (20) percent of licensee's total gross receipts as reflected on each monthly report.**

Q.65 “Can the City provide a list of residential customers that are currently being billed sanitation services through the water utilities bill?”

A.65 **Please refer to Attachment G – Utility Billing Accounts (Res)**

Q.66 “2.7.3 Years of Experience and Reference

Proposer must have successfully provided residential and/or commercial sanitation service, including solid waste, recyclable material, yard trash and bulk waste, to at least two (2) government agencies within the last five (5) years, preferably within the State of Florida. ***Will the city consider removing within the last five (5) years?***”

A.66 **Section 2.7.3 will remain as stated.**

Q.67 “3.16 - Residential Services

g) Accessibility to Street

In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic, but is accessible to pedestrian traffic, Contractor shall utilize

pedestrian access to provide Residential Services with no disruption of service to the Residential Service Unit.

d) Accessibility to Street

In those instances where a public or private street within the Service Area is temporarily closed to vehicular traffic, but is accessible to pedestrian traffic, Contractor shall utilize pedestrian access to provide Bulk Waste Services with no disruption of service to the Residential Service Unit. The Contractor shall give its best effort to make the bulk collection when streets are not accessible; otherwise, the Contractor is to make arrangements to pick up bulk waste when roadway becomes available.

Will the City remove this language since it is not realistic making the driver park the truck and walk to each house to pick up the container? In addition, it is not reasonable to pick up bulk the same way.

A.67 Sections 3.16 (g) and 3.17 (d) will remain as stated.

Q.68 “Will the Franchise Fee be a percentage instead of an amount?”

A.68 Pursuant to Chapter 9 of the City Code of Ordinances...A private waste collector, granted a business tax receipt or nonexclusive franchise permit, pursuant to article IV, shall file with the city on forms provided by the city, a monthly report beginning thirty (30) days from issuance of a business tax receipt or nonexclusive franchise permit, under oath, stating the names and addresses, and contact information of all accounts serviced by the private waste collector, together with the gross receipts from each account, and shall pay to the city monthly, simultaneously with the filing of such report, the nonexclusive franchise fee, in a sum equal to twenty (20) percent of licensee's total gross receipts as reflected on each monthly report.

Please refer to Attachment E- Revised Price Proposal Form for additional clarifications regarding the applicability of the franchise fee.

Q.69 “Will the city consider removing the Waste Reduction section since the City is requiring monies for Education Services?”

A.69 No. The requirements for the successful Proposer to contribute annually to the Waste Reduction Fund remains as stated.

Q.70 “Please amend RFP 64-16-17 Sanitation Services Minimum Requirements Qualification as follows; **Section 2.7.3:** Amend RFP No. 64-16-17 Sanitation Services Minimum Qualifications Requirements for respondents providing Sanitation Services similar to the requirements of this solicitation with in the last 10 years?”

A.70 Section 2.7.3 will remain as stated.

For any other questions, clarification can be found in the specifications.
All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum