Invitation to Bid
ITB-21-049-VF
Solid Waste, Recycling and Roll-Off Collection Services

ADDENDUM NO. 1

QUESTIONS AND ANSWERS:

Q1: 5.3 – Can the price adjustments be automatic tied to CPI rather than a request process?

A1: Price adjustment section 5.3 remains as published.

Q2: 6.6 – What is the start date of this contract? In would be very difficult for any vendor except the incumbents to purchase trucks and containers with supply chain issues in it's current state within 30 days. Are new front load containers being required of all bidders? If not this sets the stage for an uneven playing field as it gives the incumbents 2 competitive edges; 1- time required to obtain new containers is 90 – 180 days + delivery. 2- cost of containers have doubled in price. Both of these items places all other bidders at grave disadvantages. The existing containers have been on site for over 5 years and most likely in need of replacement.

A2: The intent is to start Monday, January 9, 2023.
New or refurbished containers are allowed as long as they comply with the health policies. All dumpsters MUST have functional lids, wheels, drainage plug, as well as no rust or holes that may cause any leaks.

Q3: 6.7 (f) – Please provide a pickup schedule where collection is reduced or eliminated.

A3: The District will notify the vendor as soon as the locations that will need to have service reduced or eliminated during the summer, winter recess, spring recess and/or other days are known.

In addition, through this addendum the following language is revised:

6.7 f. The respective scheduled days and/or size of collection may be changed or reduced for summer school, winter recess, spring recess, efficiency purposes and/or any other purposes as directed by the District. The successful bidder(s) will be notified, in sufficient time to arrange the service change accordingly without any additional charge for the service change request. Invoices shall be adjusted to reflect changes in service levels.

Q4: 6.7.1 (a) (c) – Pickups currently occur earlier than 7:00 a.m., is this being changed? Some need to be done in the earlier hours due to traffic congestion, where they are not near residential areas. Is item c referring to roll off containers only? There is no way to weigh each route unless the Board is now requesting all schools be serviced on a separate route and not comingled with any non-contract accounts. This will increase the collection cost substantially.

A4: Pickup times should begin no earlier than 7:00 am and in some areas due to noise ordinances, no earlier than 9:00 am, during the weekdays and weekend. The District will indicate to the awarded vendor(s) if a location requires earlier servicing than the allowed time. Item 6.7.1 (c) refers to solid waste.

In addition, through this addendum the following language is revised:

6.7.1 a. Service five (5) days per week (Tuesday through Saturday) for each location, unless indicated otherwise. As long as accessible as determined by the district and vendor, daily pick-up service shall occur between the hours of 7am and 3pm. Please note service levels are dynamic and are subject to change as identified in 6.7 (f).

6.7.1 c. Vendor(s) will collect Solid Waste Material and produce a utilization data on a monthly basis of the sites serviced. The utilization data will include the site location, container size, and capacity of utilization (less than 25%, 25% filled, 50% filled, 75% filled, completely full, or overflowing).

In addition, through this addendum the following language is added:

6.7.1 d. Additional M-DCPS pick-ups requested by District Inspections, Operations and Emergency Management (DIOEM) shall be billed at the bid pick-up cost for affected site(s).

Q5: 6.9 (III/IV) Please provide a list of locations that require holes in lids, locks, wheels so they can be inspected prior to bids being due. (E.) Are all locks keyed alike?

A5: All locations require a hole for the recycling dumpster since they have a lock-bar and are locked with a key owned by the vendor. In addition, it is up to the vendor to provide dumpsters with wheels. Some locations may have 2-yard dumpsters with wheels.

Q6: 6.12 – Licenses Franchised Cities: Some locations within incorporated Cities licenses may not be available or under a Franchise meaning a "sole source provider". Is a vendor for the School Board able to bypass these requirements and service locations in these areas? A few being; Miami Beach, North Miami, North Miami Beach, OpaLocka, Hialeah Gardens, South Miami, Homestead, Florida City, etc.?

A6: Vendors should contact the particular City or local government for more information.

Q7: 6.10 Please provide a list of locations where "Zero Tolerance" applies.

A7: Please refer to the below list for zero tolerance locations.

GROUP	LOC.	(Automatic $1,000 Penalty for Service Before 7 AM Weekdays or 9 AM Saturdays)	
1	2191	Spanish Lake Elementary	7940 NW 194 ST, MIAMI, FL 33015
1	6591	North Dade Middle	1840 NW 157 ST, MIAMI, FL 33054
3	6391	Madison Middle	3400 NW 87 ST, MIAMI, FL 33147
5	201	Banyan Elementary	3060 SW 85 AVE, MIAMI, FL 33155
5	211	Dr. Manuel C. Barreiro Elementary	5125 SW 162 AVE, MIAMI, FL 33185
5	2651	Kendale Lakes Elementary	8000 SW 142 AVE, MIAMI FL 33183
5	5401	Sunset Elementary	5120 SW 72 ST, MIAMI, FL 33143
5	6052	Zelda Glazer Middle	15150 SW 24 ST, MIAMI, FL 33185
6	125	Norma Bossard Elementary	15950 SW 144 ST, MIAMI, FL 33196

Q8: 6.12 – What is USDA Certification required for?

A8: The USDA Certification will <u>not</u> be required. Through this addendum the following language is removed from the solicitation:

U.S.D.A. CERTIFICATION DOCUMENT
Awarded bidder(s) is/are required to complete, if applicable, and to submit the U.S. Department of Agriculture Certification Forms contained herein. Failure to do so may result in the bid not being considered for award. Awards exceeding $25,000 will not be made to Awarded Bidder(s) who has/have not submitted this form.

Q9: 6.15 (2) This ITB is for non-exclusive commercial collection, the requirement in #2 for "exclusive residential collection within the past 5 years" should not apply and should be taken out as it has nothing to do with these services. Item #3 should be sufficient.
(4) Special Licenses – same question as above.

A9: This section will remain in this solicitation, please submit the information requested.

Q10: Recycling service: Sheet states location totes required to be supplied at each location to transfer material. How many per location? Asks a price to dump them if needed: Is this service being provided now? This request needs more information to respond, we need an amount the cost could vary based on a few or all locations?

A10: Please refer to Revised Exhibit 1 – Recycling Services Location List published with this addendum. In addition, the number of totes depends on the location.

- Learning Centers/ PLC = 1 Tote
- Elementary Schools = 2 Totes
- Middle Schools = 4 Totes
- Senior High Schools = 6 Totes

Q11: Do the bidders need to bid on all of the requested services or can we select a Group or line of business (Solid Waste, Recycling or Roll-off)

A11: Vendor may bid on any of the groups or line of business.

Q12: Section IV.D. – Termination for Convenience – Would the District agree to make the right to terminate for convenience a mutual right of both parties?

A12: The District will not agree to make these changes to Section VI D – Termination for Convenience.

Q13: Section 5.1 – Special Conditions – Would the District agree to make the right to renew by mutual consent (versus a unilateral right of the District)?

A13: The option to renew is initiated at the discretion of the District, thereafter the awarded vendor(s) has the opportunity to accept or reject the renewal request once Procurement provides the extension letter to the awarded vendor for acceptance.

Q14: Section 6.10.d. – Contamination of Recycled Materials – How is a load determined to be contaminated (i.e. no specific level of contamination is identified)? Contamination levels above 20% usually mean the load is not recyclable but is MSW and must be disposed at a cost. Does the District agree with such contamination rate?

A14: The load is considered contaminated once the location throws away items other than what's specified to be recycled. The office of District Inspections, Operations and Emergency Management (DIOEM) has to be notified of the contamination prior to picking up the load and DIOEM will advise if the current cost is acceptable or not.

Q15: Section 6.11 – Protection of Property – The Contractor cannot control the weight of its equipment or its trucks – would the District agree to revise this section so that Contractor is only liable for its negligent actions, and it is not responsible to for damage to a driving surface caused solely by weight?

A15: No, all solid waste and recycling dumpsters are to be placed in a concrete slab, therefore there is no need for the vendor to create any damage to a driving surface such as dirt or grass, caused by the trucks weight.

Q16: Unusual cost – There is no provision that allows a contractor to seek an adjustment in its prices for unanticipated and unusual cost increases. Will the District agree to add such language in the parties' contract?

A16: Please see Section 5.3 – Price adjustments. Also, additional fees/charges will be allowed annually during the contract period and extensions, in accordance with U.S. Bureau of Labor Statistics, Consumer Price Index (CPI), garbage and trash collection consumer price index most current release, http://www.bls.gov/CPI. Annual adjustment of cost per cubic yard based on CPI at Contractor's request are not automatic and are subject to verification and approval by M-DCPS.

Q17: Change in law -- There is no provision regarding change in law. Will the District add a provision so that changes in law that affect performance or the cost of same can be appropriately addressed by the parties?

A17: Section XVI B states all applicable laws: the Bidder shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, if required, for performance of any work under this Bid. Section XVII also states all applicable laws: Bidders shall comply with all federal, State of Florida and local laws applicable to it and the performance of its obligations under this bid.

Q18: Definition of Waste- Will the District confirm (and provide language in the parties' contract) that the District warrants and agrees that the waste to be collected and disposed of in connection with the ITB will not contain any radioactive, corrosive, flammable, explosive, biomedical, infectious, hazardous, or toxic substance or material (as defined by or listed under applicable federal, state, or local laws or regulations)?

A18: No. Any contamination of that kind has to be reported to the office of DIOEM. Please refer to question and answer 14.

Q19: Will the District agree to include language in the parties' contract that the Contractor does not take title to hazardous or regulated waste?

A19: No. It is the contractor's responsibility to contact the office of District Inspections, Operations and Emergency Management (DIOEM) when finding any hazardous or regulated waste.

Q20: Section 5.3 – Would the District agree to make annual price adjustments automatic (versus discretionary) after the first year based upon the increase or decrease in the Consumer Price Index, Water, Sewer, and Trash Collection (WST), publicly published monthly by the Bureau of Labor Statistics (as CUUR0000SEHG)?

A20: Please refer to question and answer 16.

Q21: Excel Sheet Price Proposal Form –
Section 1: Regular Solid Waste
Price Per Unit column E is price per cubic yard. Is this correct?
Total column F is this price per group per day, per week or per year?

A21: Yes, that is correct.
Total for column F is the price of cubic yard multiplied by price per unit. Column C x Column E.

Q22: Excel Sheet Price Proposal Form –
Section 2A: Recycling Pick-Up
8B would you like a price based on Weight per location? We are not sure what is being asked on 8B.

A22: 8B Price is per cubic yard.

Q23: Excel Sheet Price Proposal Form –
Section 2B: Optional Recycling Roll-Off. Evaluation Unit is per pick-up and Delivery.
Column E is per pick-up and Delivery price per roll-off, is this correct?
Column F will column F be evaluated? What is the evaluation unit, per day, per week or per year?

A23: Optional Recycling Roll-Off has been removed. Please refer to the Revised Price Proposal Form published with this addendum.

Q24: Excel Sheet Price Proposal Form –
Section 3A: Regular solid waste Roll-off
Column F, is the total for column F equal to Column C multiplied by Column E?

A24: Correct.

Q25: Excel Sheet Price Proposal Form –
Section 3C: Construction Material Roll-offs.
Column F, how should the Total for Column F be calculated? The quantity in Column C is As Needed.

A25: Construction Material Roll-offs has been removed. Please refer to the Revised Price Proposal Form published with this addendum.

Q26: SECTION 7 - BID SUMMARY EXCEL SPREADSHEET
SPREADSHEET: Bidder MUST complete the attached Excel document with the corresponding prices as requested. Submit the completed Excel file in .xls (or similar type format) with your bid proposal response via the e-bidding platform DemandStar. No handwritten Summary sheets will be accepted.
Are we required to bid on all items? If no, is it okay for No Bid items to be left blank?

A26: It is not required to bid on all items. As mentioned in the Price Proposal Form, a blank entry will be considered as a "no bid" response. Please feel free to put N/A if you prefer.

Q27: Bin Cleaning - is this a requirement for recycling? Recycling containers are cleaner than the solid waste due to no food items, etc.

A27: Bin cleaning pertains to all containers. In the case of recycling, since most recycled cardboard in our locations comes from the cafeteria, the smells may still attract bugs.

Q28: Is the USDA Certification Document applicable for this contract?

A28: Please refer to question and answer 8.

Q29: How many 96-gallon carts are needed?

A29: Please refer to question and answer 10. A total of 1,145 totes are needed. Group 1 – has 206 totes, Group 2 – 170, Group 3 – 189, Group 4 – 138, Group 5 – 156, Group 6 – 169, Group 7 – 117.

Q30: Will the School Board consider an automatic CPI?

A30: Please refer to question and answer 1.

Q31: When is the start up date for this contract?

A31: Please refer to question and answer 2.

Q32: Page 6, Section VI(D) & (E). As there is a substantial capital outlay required for the performance of the agreement, a termination for convenience is unconscionable. As such, the Contractor 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.

A32: There will be no changes to this section of the ITB at this time.

Q33: Page 10, Section XXIII. The Contractor requires reasonable rights to assign its rights under the agreement. Please amend this section to permit an assignment as a right to an affiliated company of Contractor, not just Parent or Grandparent. Further, the Board's consent to assignment pursuant to this section should not be unreasonably withheld.

A33: Assignment procedures are set forth in Section XXIII.

Q34: Page 12, Section LI. The Contractor is willing to provide reasonable indemnification to the Board, but it should not be required to indemnify the Board, regardless if the Board is solely responsible, for its own (i) negligence or willful misconduct, (ii) breach of the contract, or (iii) violations of law. Please delete the section as written and replace with the following, "The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Board, 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 Contractor's negligence or willful misconduct in the execution, performance, nonperformance, or enforcement of the terms and conditions of this ITB. The Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Board in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Board and the Contractor 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 Board may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing contained herein shall obligate the Contractor 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 ITB or the resulting contract by the Board; or (iii) the violation of any laws, rules, regulations, ordinances, orders, licenses, or permits by any Indemnified Party."

A34: There will be no changes to this section of the ITB at this time.

Q35: Page 14, Section 5.1. Please amend to make any extension of the agreement mutual with approval of the Contractor.

A35: Please refer to question and answer 13.

Q36: Page 14, Section 5.2. As the capital outlay for this project is extensive, the awarded work should be exclusive to the awarded vendor, except for franchised municipalities. As such, please delete the non-exclusive provisions.

A36: No.

Q37: Page 18, Section 6.5. Please add epidemic to the list of Force Majeure events.

A37: Through this addendum the following language is added to the solicitation:

FORCE MAJEURE
If, as a result of an act of force majeure, including without limitation, an act of God, war, internal unrest and upheaval, hurricane or natural disaster, hurricane warning or hurricane watch issued by the US National Weather Service, tropical storm watch or tropical storm warning issued by the US National Weather Service, riot, labor dispute, strike, threat thereof, intervention of a government agency or instrumentality, pandemic, epidemic, public health emergency, local, state or national emergency declarations, or other occurrence beyond the reasonable control of either Party, either School Board or Contractor is hindered in performing its obligations hereunder or is thereby rendered unable to perform its obligation hereunder, then, in such event, that Party shall have the right, upon notifying the other of the occurrence of force majeure as herein defined, to suspend or postpone performance of the activity until the event of the force majeure has passed. In the event that either Party is unable to perform for a period in excess of six (6) months at any time after the commencement date of this Agreement, the other Party may, at its option terminate the Agreement. In the case that conditions improve and warrant the resumption of activities and deployment of services, School Board and Contractor would have at least

one (1) month to coordinate the resumption of activities per this Agreement and/or will collaborate together to prepare a contingency plan to ensure continuity of services.

Q38: Page 19, Section 6.7. As many of the locations are within franchise areas, how will the Board divide up the award? Additionally, there is no ability for a hauler who is not authorized to work in a franchise area to pay franchise fee, please amend this section to recognize that there are exclusive franchised municipalities.

A38: It is the vendors decision to submit a response to any section or group of their choice. If there is a franchise fee associated with the vendors response, it is the vendors responsibility to pay for it. In addition, the vendor can choose where to dump the waste.

Q39: Page 19, Section 6.7.1. The limitation on the hours of collection may have the unintended consequence of increasing the costs to the Board as a hauler will need to dedicate additional vehicle resources to the collection of the containers. Please expand the hours to permit the collection anytime between 6:00am – 5:00pm. (This is common through the document. Please address in all locations)

A39: Please refer to question and answer 4.

Q40: Page 19, Section 6.7.2. The requirements to weigh the recycling is too difficult to manage. 1) because of the time restrictions, each truck may collect more than the Board's recycling, 2) determining the weight attributable to the Board would be impossible, and 3) scales based on trucks are difficult to maintain and keep accurate. As such, please delete this requirement.

A40: This requirement cannot be removed since it will provide an estimate of how much recycling material M-DCPS is producing.

In addition, through this addendum the following language is revised:

6.7.2 a. Vendor(s) will promote a single-stream recycling program that should be implemented District-wide. Single-stream items include but are not limited to cardboard, clean paper, aluminum, glass jars and glass bottles, plastic bottles and plastic jugs.

6.7.2 b. Service one (1) day per week (Monday through Saturday) for each location, except where indicated otherwise. As long as accessible, as determined by the district and vendor, weekly pick-up service shall occur between the hours of 7am and 3pm and no earlier than 9:00 a.m. on Saturdays. Please note service levels are dynamic and are subject to change as identified in 6.7 (f).

In addition, through this addendum the following language is added:

6.7.2 h. Vendor will provide a competitive rebate per tip that will be paid on a per yard basis.

Q41: Page 20, Section 6.9. 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 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 Board's penalties here do not meet this test and must be revised to reflect actual damages the Board may suffer. Please revise.

A41: No.

Q42: Page 22, Section 6.11. Please add that except in the case of Vendor's negligence or willful misconduct, Vendor shall not be liable for any damages to building, structures, pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment. Additionally, a treble assessment for damage is punitive and should be the actual cost incurred by the Board.

A42: This is not a question. Please refer to question and answer 15.

Q43: Is the Board party to the County disposal ILA? Is disposal required to be taken to a specific place?

A43: The Board does not have a contract with any disposal site. The contractor may dispose recyclables or solid waste at their preferred certified, location in Miami-Dade.

Q44: Please include the following general provisions as part of the next draft of the ITB:
1) The Board hereby grants the exclusive right and privilege to Contractor to perform all of the Services set forth in the ITB. The Board 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. Contractor 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 Board shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The Board 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 Contractor pursuant to the Agreement.

2) Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the Board 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 Contractor inadvertently collects or disposes of such Excluded Waste.

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

4) 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 the Board (excluding normal wear and tear), the Board (as applicable) will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.

5) Any equipment furnished hereunder by Contractor shall remain the property of Contractor unless purchased as provided for herein by the Board; however, Board (as applicable) shall have care, custody and control of the equipment while at the service locations. Board shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Board 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 and recycling.

6) Notwithstanding anything herein to the contrary, Contractor may pass through and the customers/Board shall pay to Contractor any documented increases in disposal fees, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes).

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

A44: There will be no changes to the ITB at this time.

Q45: SECTION 3- CALANDAR Deadline for Questions- The deadline is on the same day as the pre-bid meeting which does not give the bidder adequate time to process the answers to questions and formulate a responsible response.

A45: The bid was released on August 15, 2022, and the deadline for questions was August 25, 2022, allowing for 11 calendar days for review.

Q46: SECTION 3- CALANDAR Due date- This does not provide enough time for the bidder to formulate a reasonable response and will limit the number of responses. Would the school board consider extending the due date for 30 days?

A46: Through this addendum the due date has been extended to Thursday, September 15, 2022 at 1pm EST.

Q47: SECTION 3- CALANDAR Commencement Date- Can you please provide the scheduled commencement date of service?

A47: Please refer to question and answer 2.

Q48: SECTION 4 -Instructions to Bidders Page 6 – Section D VI D-Awards – Termination for Convenience- Considering the number of resources the bidder needs to invest for this contract, a cancellation for convenience would pose a significant financial risk. Would the School board consider replacing this requirement with a cancellation for cause with a 30-day period to cure deficiencies?

A48: Please refer to question and answer 12.

Q49: SECTION 5 – Special Conditions Page 14 Section 5.3- Price Adjustments- Considering the inflationary Market that we are living in, firm pricing for the initial term of the agreement, will be very expensive for the school board as the initial pricing will impute an annual increase. Would the School board consider an annual adjustment based on recognized CPI index?

A49: Please refer to question and answer 1 and 16.

Q50: SECTION 5 – Special Conditions Page 22 Section 6.12- Can you please explain the U.S.D.A certificate and why it is required in this bid.?

A50: Please refer to question and answer 8.

Q51: SECTION 6 – Scope of Work Page 22 Section 6.12- U.S.D.A Document- Can you please explain the purpose of this required form? Also we did not see this form in the packet, can you please provide?

A51: Please refer to question and answer 8.

Q52: Price Proposal forms- Can you please clarify what is the definition of a Unit in column "E"? Price per yard?

A52: Unit is referring to a dumpster/ container.

Q53: Price Proposal forms- At the top of the form, it states "Complete All Highlighted Areas". The total column "F" is not highlighted. Is that supposed to have a formula to compute total or should we total that column?

A53: Column F, Total is now highlighted, please total the column and refer to the Revised Price Proposal Form published with this addendum.

Q54: Price Proposal forms- Can you please clarify what is the definition of Total in column "F"? Would it be the number in Column "C" multiplied by the number in column "E"?

A54: Correct.

Q55: Price Proposal forms- For the recycling service, you indicate in 8A and 8B includes gallon totes with lid to transfer material to container. Can you please specify the number of totes required and the size (number of gallons)? The number of totes in each location?

A55: The size for the totes are 90-95 gallons. Please refer to questions and answers 10 and 29 and also Revised Exhibit 1 for more information.

Q56: Price Proposal forms- Can you please clarify which recycling options (A, B,C) are required. For example, can we bid on A only?

A56: Option A is required, and yes, you can bid on A only.

Q57: Price Proposal forms- Can you please clarify if we can bid by service for a group? For example, can we bid on:
a. Solid Waste Group 1 only
b. Recycling Group 3 only
c. Roll-off Solid Waste Pickup for Group 2?

A57: Yes, you may bid by service for a group.

Q58: Price Proposal forms- It appears that the Roll-off Group 1-4 only offer 20-yard containers. Is that intentional?

A58: Correct.

Q59: When do the current contracts end?

A59: January 1st, 2023.

Q60: Do all contracts end at the same time?

A60: Yes.

Q61: Can the School Board be more specific in the time given for the transition?

A61: Once the award is given to the chosen vendors, they may start preparing for the transition by January 1st, 2023, when the current contract ends.

Q62: Please identify how much organic waste (IE food waste) is being generated by each school.

A62: We currently do not have an answer for this.

Q63: How you are currently handling the food waste?

A63: Food waste is being thrown away in the garbage.

Q64: Will you consider a food waste recycling solution as part of this ITB?

A64: This is something to consider, but not for this ITB.

Q65: Whereas: the ITB provides for Recycling 6.7.2 section (d) weights to be provided by scale on truck on a weekly daily bases, unfortunately these operation were attempted in the past and failed because the ability to maintain the onboard scale calibrated to provide accurate information "never worked". Would Procurement consider removing onboard scale operation completely and the addition of an onsite recycling coordinator?

A65: Please refer to question and answer 40.

Q66: Does the School require a rebate from recyclable materials?

A66: No, only if the District requests it.

Q67: What procedure protocol is to be followed for contaminated recycling material and what cost and pricing for special service?

A67: Please refer to question and answer 14.

Q68: Will the Schools allow disposal consideration for contaminated Recycled Materials?

A68: Please refer to question and answer 14.

Q69: Will procurement add escalator increase provisions for Fuel, Labor, and disposal operational cost during the term.

A69: Please refer to question and answer 16.

Q70: What will be the Start date of this procurement?

A70: The intent is to start Monday, January 9, 2023.

Q71: On the call this morning, when you were reviewing the attachments, you mentioned there were two places, we have to acknowledge addendums . One was Attachment 3. What was the other document/page?

A71: Please submit Attachment 2 – Acknowledgement of Amendments acknowledging all addendums posted, in addition to the Bid/RFP Addendum form attached to each separate addendum. (The first page of this addendum).

Q72: I know you mentioned you could not commit to a commencement date for this contract. It would be irresponsible for us to submit a legally binding response to a bid, without knowing the start date. If you can't commit to a reasonable period to acquire equipment prior to the due date, you are limiting competition for this bid. Additionally, you're giving the incumbent contractor and unfair advantage as all of their equipment is in place. Could you commit to a commencement date 6 months after contract award?

A72: Unfortunately, the District will not be able to commit to a commencement date 6 months after contract award.

Q73: If the Miami-Dade County Schools would like the best price for the initial contract, it would be best to allow an annual indexed CPI. Otherwise, the imputed increases will be in the initial rate. Will you allow an annual CPU based on the following index: Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by detailed expenditure category, Garbage and Trash?

A73: Please refer question and answer 1.

Q74: There are certain schools located in Franchise areas that are limited to one hauler. That may exclude all other haulers for that group.

-The current price sheet requests pricing by group, could that be changed so that we can bid on individual Schools?

-Can we put N/A for items we are not bidding to avoid confusion with blank cells?

A74: Bidders can submit a bid for an entire section or group NOT by individual schools. As mentioned in the Price Proposal Form, a blank entry will be considered as a “no bid” response. Please feel free to put N/A if you prefer.

Q75: Can you provide the current rates for the service?

A75: A public records request for this information can be submitted through the Citizen Information Center.