



TOWN OF MALABAR, FLORIDA

ADDENDA #1: REPONSES TO PROPOSER QUESTIONS

**RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR
SOLID WASTE, RECYCLING, YARD WASTE, AND BULK WASTE
COLLECTION SERVICES**

RFP #2021-01

Publication Date:	Tuesday, July 13, 2021
Mandatory Pre-Proposal Meeting	Tuesday, July 27, 2021, 2:00 pm
Deadline for Written Questions	Tuesday, August 3, 2021, 2:00 p.m.
Addenda Response to Questions	Monday, August 9, 2021
Proposal Due Date:	Tuesday, August 17, 2021, 3:00 pm
Proposal Opening Date:	Tuesday, August 17, 2021, 4:00 pm
Committee Discussion & Proposal Rank Tentative Date for	Tuesday August 31, 2021, 10:00 am
Clarification/Presentation	Tuesday, September 7, 2021
Final Rank and Town Manager Recommendation	Friday, September 10, 2021
Tentative Town Council Award Date	Monday, September 20, 2021

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TOWN OFFICIALS

Patrick T. Reilly, Mayor

Marisa Acquaviva, District 1, Council Member

Brian Vail, District 2, Council Member

Steve Rivet, District 3, Council Member

David Scardino, District 4, Council Member

Danny White, District 5, Council Member

Lisa Morrell, Interim Town Manager

Matthew Stinnett, Town Manager

Debby Franklin Town Clerk

Karl W. Bohne, Jr., Town Attorney

CONTRACT DATA

Contract Title: Residential & Commercial Franchise Agreement for Solid Waste, Recycling, Yard Waste, And Bulk Waste Collection Services

Contract Number: RFP #: 2021-01

Contract Owner: Town of Malabar

Contract Address: 2725 Malabar Road
Malabar, FL 32950

Designated Contract Manager:

Lisa Morrell, Interim Town Manager
Matthew Stinnett, Town Manager
Town of Malabar
2725 Malabar Road
Malabar, FL 32950
Phone: 321-727-7764
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ADDENDA #1: REPONSES TO PROPOSER QUESTIONS

- Q1. Page 10, Current Services:** This provision states that proposers are “highly encouraged to incorporate efficient solutions for performing the waste collection...” Given that approximately 70% of the Town’s streets allow for no turnaround for smaller collection vehicles, will the Town issue a separate RFP for service in these areas?
- A1. No, the Request for proposal is for service area defined as the municipal limits of the TOWN.**
- Q2. Page 10, Current Services:** Will the Town allow proposers to submit proposals for residential-only and/or commercial-only service?
- A2. No, the Request for proposal is for both service types residential & commercial.**
- Q3. Page 11, Billing:** This provision states that the Town seeks to have the Collector continue to provide residential billing. Given the high amount of bad debt/non-pay that results from this arrangement, will the Town place the residential billing on the property tax bill?
- A3. Not at this time, a non-ad valorem assessment process to collect solid waste for set billed amounts through the Brevard County Tax Collector’s Office has not been initiated by the Town Council.**
- Q4. Page 11, White Goods Collection:** Brevard County currently recycles white goods in the County and the Draft Franchise Agreement stipulates that the Contract must make every effort to recycle these items, as such, requiring haulers to collect these items separately in a different truck for recycling. Because of this requirement, will the Town make White Goods collection an “on call” service?
- A4. See page 16, 2. Technical Proposal, item a.....” At a minimum, Proposers should describe the primary methods by which Solid Waste, Recyclables, Yard Waste, and Bulk Waste will be collected;”**
- Q5. Page 12, Item III A, Contract Term:** This provision states that contract renewals will be under the same terms and conditions. As market conditions can change in future years, with the Town allow for negotiation of any contract renewal?
- A5. Page 12, III, Scope of Services, item A. Contract Term. “At the option of the Town, and with the concurrence of the Contractor, the Contract may be renewed for three (3) additional terms of three (3) years under the same terms and conditions as the initial term, including amendments, subject to approval by the Town Council.”**
- Q6. Page 12, Item III C, Franchise Fee:** Which methodology below will the Town use in assessing the 10% franchise fee?
- A6. Page 12, III, Scope of Services, item C.. “The Town of Malabar desires to retain the 10% franchise fee from the revenue of the residential and commercial solid waste services contract from the awarded contractor”, amended textual clarification: based upon the gross revenue of the monthly service fees collected.**
- Q7. Page 14, Item C, Service Fees:** This provision states that the Contractor shall be responsible for paying disposal fees for solid waste. In Brevard County, all property owners pay for disposal on the annual property tax bill. Will the Town please strike this provision since it does not apply?
- A7. Yes, amend text on Page 14, III, Item C. Service Fees striking ~~“Contractor shall be responsible for paying disposal fees for all solid waste collected pursuant to the contract.”~~**
- Q8. Page 15, Item B 1c, Service Transition History:** Due to the longer term of franchise agreements, will the Town allow for a longer time period than 2 years to demonstrate transition history?
- A8. “Proposer should provide a complete listing of all transitions of which**

the Proposer has been a part (**include both exiting and entering service transitions**) in Florida during the last two (2) years.” The intent of this item is to provide relevant and recent transition experience in both exiting and entering a collection service area. As stated, a proposer may use nationwide areas, if no transition experience occurred in the State of Florida in the past 2 years. Proposer should submit any information to prevent, “Any omissions within this section may be cause for disqualification at the Town’s discretion.

Q9. Page 16, Item 1e, Staff Experience: This section requests resumes of staff. Are biographies outlining employees’ relevant experience acceptable to the Town rather than full resumes?

A9. As defined in Page 16, Item 1e, Staff Experience.

Q10. Page 23, Licensing: There are several types of licenses for various business activities within the solid waste industry. Specifically, what type of license is the Town looking for with this form?

A10. At the time of the Proposal, the Proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Malabar and Brevard County to perform the work which is the subject of this Request for Proposals.

Q11. Page 49, Pricing Sheet: Will the Town eliminate the requirement for proposers to provide pricing for collection of Unlimited Yard Waste only?

A11. PAGE 12, III Scope of Services, item C – “Option 4 is optional for all proposers to provide the best value of services to the resident of the Town based on the information of existing contract the time of the Proposal...”

Q12. Draft Franchise Agreement, Page 4, Section 3A, Exclusive Contract: This provision states that the Contractor is granted an exclusive contract to provide Residential collection service within the Town, and makes no mention of Commercial service. Does this franchise also include an exclusive contract to provide Commercial collection service as well?

A12. Page 14 “The final Contract may be modified based on the service option that is selected by the Town.” Page 18 Proposer must describe any and all exceptions it wishes to make to the terms and conditions in the draft Contract provided in Attachment A. If exceptions are not specified for any section of the draft Contract, it will be assumed that section is acceptable to the Proposer should the Proposer be selected for Contract award. The material nature, number, and extent of such exceptions will be taken into consideration as part of the proposal evaluation. The Town shall be under no obligation to accept any exception.

Page 20 The final Contract is subject to the approval of the Town Attorney and Town Manager, and ultimately the Town Council.

See Page 20. Item B. Contract Negotiation and Award...”A final Contract will be negotiated by the Town Manager with the top-ranked firm for the selected service option, unless there is an objection from Town Council. If negotiations with the top-ranked firm are not successful, then negotiations will commence with the next-ranked firm, and so forth. The final Contract is subject to the approval of the Town Attorney and Town Manager, and ultimately the Town Council.

The draft contract serves multiple purposes in the award of the request for proposal, provides a baseline for a final contract for legal review and final Town Council Approval, as part of the evaluation committee’s review and scoring process for proposer’s exceptions,

any modifications for the Town's consideration and or proposers to ascertain a final agreement.

Q13. Draft Franchise Agreement, Page 4, Section 3A, Exclusive Contract: This provision states that the contract for services is exclusive, but the pricing sheet includes a separate pricing item for bulk yard waste. Does the Town intend to award more than one franchise agreement?

A13. See A12

Q14. Draft Franchise Agreement, Page 4, Section 3A, Exclusive Contract: If the Town will consider awarding more than one franchise agreement, will the Town consider separate agreements for residential service and for commercial service?

A14. See A12

Q15. Draft Franchise Agreement: Will the Town please add definitions and language about Commercial Collection provisions and requirements for this franchise agreement?

A15. See A6, A12

Q16. Draft Franchise Agreement, Page 3: There does not appear to be a definition for Multifamily Properties. Does the Town consider these properties to be residential or commercial, since they are often serviced with dumpsters, and will the Town please provide a definition for such?

A16. For determining service type, the Town refers to the Town of Malabar Land Development Code of Ordinances for zoning and land use designation. Multifamily in RM-4 and RM-6 as residential and in R/LC as commercial.

Q17. Draft Franchise Agreement, Page 4, Section 3E, Disposal: All property owners pay for disposal on the annual property tax bill in Brevard County. Will the Town please remove this provision as it does not apply?

A17. See A12

Q18. Draft Franchise Agreement, Page 6, Section B 1 & 2; Page 7 Item D2: These provisions state that bulk waste must not exceed "twelve (20)" cubic yards. Which is correct, 12 or 20?

A18. The Town's Code of Ordinances adopted by Town Council (d) Bulk items. Bulk items such as furniture, appliances, yard toys and building materials from do-it-yourself projects, not to exceed twenty (20) cubic yards per project, shall be placed at the curbside or beside service alley, if available.

https://library.municode.com/fl/malabar/codes/code_of_ordinances?nodeId=PTIICOOR_CH11NU_ARTIINGE_S11-12PRRE

Q19. Draft Franchise Agreement, Page 7, Back Door Collection: Will the Town specify that backdoor collection includes only carted garbage and recycling, and that bulky waste, yard waste, and white goods is excluded from back door collection?

A19. See A12.

Q20. Draft Franchise Agreement, Page 9, Section B 4: This provision suggests artwork for the roll carts. Is the Contractor's logo on the roll carts acceptable to the Town?

A20. See A12.

Q21. Draft Franchise Agreement, Page 10, Section E, Asset Management List: This provision states that a Contractor database shall be searchable by the Town. For security reasons, will the Town strike this provision?

A21. See A12.

Q22. Draft Franchise Agreement, Page 13, Section D, Indexes: Using an inadequate CPI index like the All Urban Consumers (CPI-U) and attaching caps will result in higher initial residential rates. To provide for the lowest possible initial rates, will the Town consider an alternate U.S. Bureau of Labor Statistics index that more adequately reflects solid waste

industry trends, such as the CPI-Water, Sewer, & Trash index (“CPI-WST”) or the CPI-Garbage & Trash index (“CPI-G&T”), and will the Town please remove the annual cap of 5% on the adjustment?

A22. See A12.

Q23. Draft Franchise Agreement, Page 13, Section D, Indexes: This provision requires the Diesel Fuel Index as part of the adjustment. If the Contractor uses an alternate fuel other than diesel, will the Town strike this provision?

A23. See A12.

Q24. Draft Franchise Agreement, Page 13, Section F, Indexes: This provision outlines a rate adjustment based on changes in disposal. In Brevard County, all property owners pay for disposal on their annual property taxes. Will the Town please strike this calculation as it does not apply here?

A24. See A12.

Q25. Draft Franchise Agreement, Page 15, Section H: Will the Town please explain this provision in greater detail, as disposal adjustments do not apply here?

A25. See A12.

Q26. Draft Franchise Agreement: Florida Statute currently requires Solid Waste Franchise Agreements to indicate how the Town will address recycling contamination. Will the Town please advise and provide provisions as to its intended procedures to address contamination?

A26. See A12. HB 73 act relating to environmental regulation: amending 403.706, F.S.

Q27. Draft Franchise Agreement, Page 18, Section 18I and 18J: Will the Town allow reporting to be only quarterly?

A27. See A12.

Q28. Draft Franchise Agreement, Page 19, Section 19 (10): This provision applies a Liquidated Damage for Failure to Provide an Asset Management Database. Will the Town remove this requirement and associated Liquidated Damage?

A28. See A12.

Q29. Draft Franchise Agreement, Pages 18-21, Liquidated Damages: Some of the liquidated damages amounts are out of proportion with the overall contract value. Will the Town allow for negotiation for some of these liquidated damage amounts and provisions?

A29. See A12.

Q30. Draft Franchise Agreement, Page 21, Section 19B: Will the Town revise this section to state that the Town may assess liquidated damages only within 30 days of the preceding month?

A30. See A12.

Q31. Draft Franchise Agreement, Page 21, Section 20B: Is the Town requiring the Contractor to provide hurricane debris clean-up service?

A31. See A12.

Q32. Draft Franchise Agreement, Page 30, Section 49: This provision requires the Contractor to provide pricing that matches that of a neighboring community if comparable service is determined. Will the Town please strike this provision?

A32. see a12.

Q33. Draft Franchise Agreement, Page 30, Section 50: This provision appears to reference the Town’s current service which would not be applicable with a new franchise agreement. Will the Town please explain this provision’s intent?

A33. See A12.

Q34. Draft Franchise Agreement, Page 35, Exhibit 3: Given that different Roll Cart manufacturers follow different manufacturing processes, will the Town allow for slight

variations of these specifications, provided that the manufacturer provides a product of comparable quality?

A34. See A12.

Q35. Draft Franchise Agreement, Page 36, Color and Markings: This states that the Town must approve the color and markings on the carts. Will the Town allow the Contractor to use its approved color, markings, and logo on the carts, or does the Town intend to keep the carts at the conclusion of the franchise agreement?

A35. See A12.

Q36. Pg. 9 L. Why would we need a Payment Bond? That is usually for construction projects?

A36. Payment for Disposal. The CONTRACTOR shall be responsible for making payment to the Designated Disposal Facility for the disposal of all Solid Waste collected pursuant to this Contract, and shall provide documentation of such payment to the TOWN. If the Designated Disposal Facility requires that a payment bond be posted for disposal of Solid Waste collected pursuant to this Contract, the CONTRACTOR shall be responsible for posting such payment bond.

See A7, no payment bond is required, as this does not apply to Brevard County Solid Waste Landfill Disposal.

The RFP requires a bid bond, and the final negotiated contract with the top rank firm will require a performance bond within a fully executed contract.

Q37. Pg. 11 (Paragraph beginning with Waste Management) Since there is an ordinance requiring residents to subscribe for solid waste services, do we have to collect from a customer even if they do not pay us? Do you have any information on bad debt?

A37.(a). The Town Ordinances permits Code Enforcement procedures to enforce the can requirement to obtain solid waste collection services.

A37.(b). The Town acknowledges a need to address non-payment within the Draft Agreement, recommending the use of Section 7 RESIDENTIAL NON-COLLECTION PROCEDURES for the proposer to describe method and process for noticing the Town to enact a code enforcement case and to the customer for non-payment actions to initiate a stop collection process to reduce debt incurred by the collector/proposer.

A37.(c). Malabar Write Offs of dept reported from 10/2014 to 10/2020 totals \$46,900.98.

Q38. Pg. 14 C. Is the quarterly billing cycle for both residential and commercial and is it billed in advance?

A38. Page 14, Proposer's may propose alternative billing frequency for contract consideration.

Q39. Bid Pricing Page - Recycling should be stated as once per week, not twice per week. Also, what does "call back for collection" mean?

A39.(a). Error Acknowledged, a corrected price form will be released with Addenda #1.

A39.(b). Page 53 of RFP "Call back for collection" is missing text, as a result of set-out after collection time; a corrected price form will be released with Addenda

Q40. Pg. 13 F Disposal Agreement – Who pays the disposal fee at the Waste Management MRF? Would this fee be eligible for Adjustment should it change?

A40. Reference Section 9: Residential Recyclable Materials collected by the CONTRACTOR shall be delivered any facility selected by the Contractor and approved by the TOWN. Additional reference to Draft Agreement. Section 28. The CONTRACTOR shall obtain, at its own expense, all permits, and licenses required by law or ordinance and maintain same in full force and effect, and shall, prior to execution of the Contract, provide copies of those permits and licenses to the TOWN, and within fifteen (15) days of receipt, all renewals thereof.

Q41. Pg. 19 Section 19 Disposal Agreement – Can we get a list of the liquidated damages paid by Waste Management for 2020 and YTD 2021?

A41. There are no records to provide for the timeframe requested.

Q42. Page 18 of 119 – 4. Financial Proposal – states there is an Excel file has been provided. There is none to be downloaded?

A42. See page 49, Price Form, under Section IV. Excel File will be sent to all proposers who submitted questions in Addenda #1.

Q43. Page 61 of 119, Z. Recycle Bin – 18-gallon for recyclable material, Page 64 of 119, All recyclables are to be placed in 64-gallon recycle bin? Are there 18 gallon bins also utilized in the Town?

A43. See A12.

Q44. Page 65 of 119, F. Hours – Residential collection service shall be provided Monday – Saturday. On Page 64 of 119, (1) states Tue & Fri for SW, B. (1) Thu for YW & bulk, C. (1) Fri for recycle. Please clarify.

A44. In Accordance of the Town's Code of Ordinances regarding permitted timeframes for noise and construction activity, large vehicles; the draft agreement includes: Hours. Residential Collection Service shall be provided Monday through Saturday, commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., with no service on or Sunday. The hours and/or days of Collection may be extended due to extraordinary circumstances or conditions, with the prior consent of the Contract Administrator. These are not the current collection days provided on page 11.

Q45. Page 67 of 119, (2) – Is the \$100 roll cart exchange fee subject to CPI?

A45. See A12.

Q46. Page 67 of 119, (b) After delivery residents may affix their names and property address onto their assigned roll cart? Makes it hard to reuse the cart. Can this be changed?

A46. See A12.

Q47. Page 71 of 119, E. Collection Element Adjustment – (1) Feb of previous year and Feb of current year. If commencement date is Jan 1, 2022, 1st adjustment would be Jan 1, 2023 using Feb 2021 over Feb 2022. Same with fuel, we will always be a year behind. Can this be changed?

A47. See A12.

Q48. Page 71 of 119 F. Solid Waste Disposal Element Adjustment, in this paragraph it states adjustment is effective on the new rate effective date. Paragraph below states such changes in rate shall be effective Jan 1st of the next fiscal year. Can this be changed?

A48. See A12.

Q49. Pg. 11 “All owners and/or tenants, agents, lessors, lessees, operators, of residential units, multi-dwelling units and commercial units, occupied or unoccupied, operating and nonoperating, shall be required to receive solid waste collection services as described in this chapter and shall be required to subscribe to and pay for the solid waste collection services provided for in this chapter. (Ord. No. 96-5, § 1, 6-17-96)”. Would the contractor be required to service abandoned lots, and would we be paid for it?

A49. The intent ordinance also applies to the procedures of the Building Department, an occupancy permit cannot be issued to owner/contractor without proof of an established solid waste account. See A12, proposer may want to define abandoned., additional reference in A37.

Q50. Pg. 6 - 5 B. (1) How is the bulk and yard waste currently collected? Are they currently mixed in one vehicle?

A50. The Town does not perform the service and cannot provide on behalf of the current collector's operation and disposal methods.

Q51. How many commercial carts are in service in the Town?

A51. See Attachment E.Pages 111-113.

- Q52.** Pg.21 Section 20 – Does the Town have a designated hurricane / emergency clean up contractor?
A52. Yes, The Town of Malabar is an identified unit of the Interlocal Agreement with Brevard County Disaster Debris Collection Contract.
- Q53.** The “Service Transition History” form does not allow enough space in certain blocks to completely fill in the answer. Can we provide the required information on a similar format that still provides all the required information?
A53. Yes, as stated in the question, to provide the required information for the evaluation committee and Town to review in the similar format.
- Q54.** Page 11 Section 2. Will the town consider taking over the billing to the 1,210 residential customers?
A54. See A3. The Town does not have any existing recurring billing for services or personnel at the time of this RFP to perform.
- Q55.** Page 11 Current Collection; Will the city allow the new contractor to reroute the town to serve the residents better?
A55. Yes.
- Q56.** Page 12 Section III. A. Will the city extend the start date to February 1, 2022?
A56. See A12.
- Q57.** Page 12 III C. Does the city have the breakdown by cart size (35,65,96) of the current hauler?
A57. The Town does not have a current inventory of assigned residential cart sizes, a reasonable assumption is the majority of households have a 64 gallon cart. However, the contract does allow for a smaller or larger cart request from the customer. The Town has provided historical tonnage reports. The price form includes multiple cart size options for the customer to be taken into consideration in the proposal pricing for comparison.
- Q58.** Page 17 2.G. How does the current hauler conduct a bi-annual customer outreach? Will the city provide a copy of what is distributed to the residents?
A58. The current franchise agreement is adopted and available at Municode, link provided to solid waste contract for review of the current terms:
https://library.municode.com/fl/malabar/codes/code_of_ordinances?nodeId=APXAFR_ARTI_VSOWA
- Q59.** Page 18 5J, can we provide one copy of each instead of 5 copies of the 10K report?
A59 (5j) From page 18 “Financial Statements: Proposer must provide previous two (2) years of financial statements, audited preferred, which may be provided in a separate sealed envelope.” Question clarification needed. Is the financial report 10,000 pages for the previous 2 years, and (5) copies have been requested to be provided to each evaluation committee member?
Refer to A65 Refer to Draft Agreement, Section 15 COLLECTION EQUIPMENT and Section VIV RFP Submittal Requirements: Scope of Services Page 17, Financial Capability: Proposer should document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP. Proposer should demonstrate that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this contract.
With respect to the proposer for time, effort, and resources for submission as well as the consumption by the evaluation committee, Financial Statements shall be condensed to the contract requirements in A65. A performance bond will also be required in the final negotiated contract.
- Q60.** What are the current residential, commercial and industrial rates?
A60. Refer to ATTACHMENT D Summary Of Current Rates and Charges for Residential and Commercial Collection Service pages 105-110.
- Q61.** How many industrial hauls per week?

A61. Refer to ATTACHMENT E Summary Of Current Rates and Charges for Residential and Commercial Collection Service pages 105-110. & ATTACHMENT F Historical Tonnage Collection Reports (Monthly and Quarterly breakdown of Residential (RS) and Commercial (CO).

Q62. Are you required to bid on all service options?

A62. See Page 13, "Proposers are required to submit price proposals for all service options, for the exception of Option 4. All service level options should be addressed in the same proposal."

Q63. Who owns the current carts? Would the new provider be responsible for purchasing all new carts? How many residents per year request a free replacement?

A63 (a). Reference link Q58, excerpt "**SECTION 4. STANDARDS OF COLLECTION AND OPERATION, Item K.**The COLLECTOR shall be responsible for the purchase and distribution of automated carts as well as the repair of carts that have been damaged. Carts are the property of the COLLECTOR. The COLLECTOR shall distribute two (2) 64-gallon carts (one for solid waste and one for recycling) to each residential unit. Carts will be distributed pursuant to a schedule mutually agreed upon by the TOWN and the COLLECTOR. The COLLECTOR shall maintain, at all times, a sufficient number of carts to ensure that extra or replacement carts can be provided within seven (7) working days upon notification to Waste Management by the resident or the TOWN. The COLLECTOR shall distribute fully assembled automated carts to new single-family and multi-family residential units added during the term of this Agreement. The COLLECTOR's shall repair or replace carts at the COLLECTOR's expense. Customers desiring a smaller or larger cart other than the default size 64-gallon cart can request a cart change during the sixty (60) day period after August 23, 2014. Cart size changes will be made within seven (7) working days upon notification to Waste Management by the resident or the TOWN. Solid waste and recycling carts are available in 35, 64, and 96 gallon sizes. The second request for a cart size change will incur a charge of \$25.00 per cart. The cart service will begin on August 23, 2014, but the rates will not increase until October 1st, 2014"

A63 (b). Yes, a new provider would need to provide and distribute carts for collection as the current carts are owned by the current collector and/or propose in the technical proposal: c) Transition Management: Proposer should explain how the transition into providing these services will be managed. Proposer should specifically explain its timeline and procedures for assembly and distribution of Solid Waste & Recycle Roll Carts for Residential Collection Services, as well as containers for Commercial Collection Services for potential issues that may arise should be addressed, such as possible delay in receiving carts, vehicles, acquiring labor, etc. plan.

A63 (b). See A50. The Town does not perform the service and cannot provide on behalf of the current collector's operation and disposal methods.

Q64. Would the Town consider changing the annual rate adjustment to a fixed annual percentage so that the Town and contractor can budget better annually?

A64 See A12.

Q65. Is there an age requirement on collection vehicles?

A65 Refer to Draft Agreement, Section 15 COLLECTION EQUIPMENT and Section VIV RFP Submittal Requirements: Scope of Services Page 17, Financial Capability: Proposer should document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP. Proposer should demonstrate that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this contract.

Q66. What was the amount of liquidated damages assessed over the past 12 months to the current contractor?

A66. See A41.

- Q67.** ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS, Page 35:
Contractor should not be required to indemnify the Customer for violation of OSHA regulations as specified in this acknowledgement.
A67 See A12.
- Q68.** Last Paragraph Page 44: Contractor should not be required to defend the Customer in the event Customer is forced to litigate the public records status of the Contractor's documents as specified in this paragraph.
A68 See A12.
- Q69.** Americans with Disabilities Act Affidavit, Page 45: Contractor should not be required to indemnify the Customer in connection with ADA regulations as specified in this affidavit.
A69 See A12.
- Q70.** Section 3(C), Page 62: Contractor must have a right to reject any unacceptable/hazardous waste provided by any residential or commercial unit.
A70 See A12.
- Q71.** Section 18(B), Page 75: No information provided by Customer shall be considered as Confidential Information.
A71 See A12.
- Q72.** Further, nothing in this Contract shall prevent Contractor from disclosing to others or using in any manner information, which Contractor can show:
- a. Has been published and has become part of the public domain other than by acts, omissions or fault of Contractor or its agents and employees;
 - b. Has been furnished or made known to Contractor by third parties (other than those acting directly for or on behalf of Contractor) as a matter of legal right without restrictions on its disclosure;
 - c. Was in Contractor's possession prior to the disclosure thereof by Customer to Contractor; and/or
 - d. Is required by any applicable law to be disclosed to any governmental agency as part of the normal course of complying with the agency's rules or regulations.
- A72 See A12.**
- Q73.** Section 23, Page 81-82: Contractor's indemnity obligation should be limited to claims to the extent caused by Contractor's negligence or wilful misconduct. Further, the indemnity obligation needs to be reciprocal so that Customer indemnifies Contractor as well.
- a. Further, Contractor should not be required to indemnify the Customer for violation of laws or intellectual property infringement as specified in this section.
 - b. Further, Contractor shall not be liable for interest as specified in clause (C) of this section.
- A73 See A12.**
- Q74.** Section 30, Page 84-85: Unexpected occurrences such as strikes, riots should also qualify as events of Force Majeure
A74 See A12.
- Q75.** 22. Section 33, Page 85: In case of any disputes between the parties, Contractor should have the right to litigate at any point of time for resolution of disputes.
A75 See A12.
- Q76.** Page 7 Section E. How many back door services does the current hauler service?
A76 See A50. The Town does not perform the service and cannot provide on behalf of the current collector's operation and disposal methods.
- Q77.** Page 13 Section F and G. This section should be removed as the residents pay for disposal through the county property tax.
A77. See A3.
- Q78.** Page 21 Section 20 B. Does the town have a separate disaster debris contractor?
A78. See A52.
- Q79.** July 27, 2021 Pre-bid Meeting: Draft Franchise agreement is residential only. I commercial open market?
A79 See A6.

TOWN OF MALABAR, FLORIDA
 RESIDENTIAL & COMMERCIAL FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING, YARD WASTE, AND BULK
 WASTE COLLECTION SERVICES
 RFP#. 2021-01

- Q80.** Should the 10% franchise fee should be added to the final numbers?
A80. The current contract has a franchise fee of 10%, the final negotiation contract with the top ranked firm may be modified by the approval of Town Manager and final Adoption of Town Council to achieve the best proposal of service and financial impact to the residents.
- Q81.** What trash container sizes should be offered?
A81. The price form indicates a customer offering of 35,64,96 gallon for collection. Refer A57.
- Q82.** Payment of disposal in proposal. Most waste disposal costs are paid through property taxes, this section should be removed.
A82. See A7.
- Q83.** Does the current provider own the collection carts currently being used?
A83. See A63.
- Q84.** Would the Town be interested in owning the collection carts?
A84. The Town is does not have the financial impact of this option. Proposal pricing should include the collection provider to own and distribute in the pricing and transition plan of the RFP. A proposer may provide this as a deviation in their proposal for possible consideration in the final negotiated contract.
- Q85.** Is the goal of service transition January 1st.
A85. The proposal and draft agreement reference this date as the goal and is dependent on the transition plan proposed by each proposer. Reference A12.
- Q86.** Committee Evaluation Members
A86. Town Council was provided this table listed below of possible evaluation committee members for the RFP and approved Town Staff to contact for one person form each district for their commitment and availability on August 2, 2021.

District 1	District 2	District 3	District 4	District 5
Alan Wollard Country Cove	Chuck Frazee Rocky Point	Rene Echols 2010 Oakridge	Fritz Braun 1505 Delaware	Barry Procter 1540 Atz – D5
Grant Ball	Doug Dial Rocky Point	Richard Kohler	David Tom	Lloyd Behrendt 1085 Hall Road
David Sowards Corey	Bobbie Moccia Kramer			Thomas Wilson 2420 Smith
Donald LaFontane				