

Please provide the current rate charged by the existing contractor.

As of January 2023, our per ton rate with Republic Services for MSW is \$62.10.

Would dump trucks be acceptable to handle Vector/Street Sweepings? (RFP Section 7)

Yes.

Does the Receiving Facility ever need to be open on weekends? If so, please provide the house and an estimate of containers expected to arrive on Saturday and/or Sunday. (Section 8.b)

No, the Receiving Facility does not need to be open on the weekends, provided we have received adequate bins throughout the week.

Please clarify what impact the various ratings have on the score. For instance, what would the difference in score be for Acceptable versus Best? (Section 10)

County staff will be responsible for making those determinations on a case by case basis depending on the established evaluation criteria and information included in the proposals received by the County. If County staff determines that a proposal is only “acceptable” in response to particular criteria, this would be ranked lower than “best”.

The Proposal Format states that two forms are to be submitted in Section A, and two are to be submitted in Section E. However, we only see one form for each in the RFP; Appendix E, Form 1: Statement of Organization (two pages) to be included in Section A, and Appendix F, Form 2: Pricing Form (one page) to be included in Section E. Please advise if this is correct or if other forms need to be submitted.

This is correct, there should only be 2 forms. Statement of Organization given in Appendix E and Pricing Form given in Appendix F.

In Section 12, Proposal Submittal Requirements, under subsection D.7., Litigation History, please confirm that this is only for the Proposer’s entity?

This would be for the Proposer’s entity, but for clarification it should include the proposer’s subcontractors, parent corporations, affiliates, and/or subsidiaries, etc. where relevant and applicable.

Would the County consider weather emergencies or other events of nature such as an earthquake an “Uncontrollable Circumstance?” (Contract, section 1.41)

It would really depend on the specific factual circumstances, severity, and type of such a natural disaster or weather emergency, but such events could be reasonably defined as an “uncontrollable circumstance” in certain instances. The section could be further clarified to say that “declared emergencies resulting from natural disasters (such as a significant earthquake) and/or declared weather emergencies that result in an actual documented material impact on the ability of the Contractor to perform Contractor’s duties, obligations, and operations pursuant to the terms of this Contract”.

Is the fifteen (15) minute time limit applying to only the time that a County vehicle is at the Receiving Facility? The language implies that time starts when a County vehicle leaves the County Transfer Station. (Contract, section 6.2 A.7)

Yes, the fifteen minute time limit applies only to the time that the County vehicle is at the Receiving Facility.

Will weights taken at other sites along the transportation path such as at the disposal site be allowed rather than at the Receiving Facility? (Contract, Section 6.2 A.8)

Yes, weights taken at other sites would be allowed. Drivers may also provide weights taken at the County Transfer Station.

Please clarify the need for a time limit for containers to be emptied. Once the waste is containerized, it does not present a public health hazard. (Contract, Section 6.2 C.2)

That time requirement can be removed from the draft Contract. Upon further review, the timing is not necessary.

Is an open top container with a tarp considered a closed container? (Contract, Section 6.3 A.1.a)

Yes, that would be considered a closed container for County purposes. However, the open top containers must be tarped by the Contractor. County staff would be unable to tarp the containers.

Should the Contractor only ensure that Containers are available at the Receiving Facility since we are not involved at the Transfer Station? (Contract, Section 6.3 A.3)

Yes, the Contractor would just need to ensure that Containers are available at the Receiving Facility. County staff will be responsible for bringing empty containers to the County Transfer Station and monitoring how many containers will be needed.

Would the County allow the use of 40' closed containers instead of 48' closed containers? The County should be able to attain the necessary weight since the Transfer Station has a compactor. (Contract, Section 6.3 A 5)

No, we can not use 40' containers due to the configuration of our compactor.

Would the County allow the use of dump trucks to handle Vector Grit/Street Sweepings? (Contract, Section 6.3 B.3)

Yes, dump trucks would be adequate to handle vector grit/street sweepings.

Please provide the form for the Performance Bond that is mentioned in being in Exhibit B. (Contract, Section 6.8 A)

We recommend that the vendor reach out to their insurance company, they should be able to provide a quote to secure a performance bond (sometimes referred to as contract bonds). We do not have a form for such bond as they are provided by the insurance company.

The County should consider changing the calculation of the minimum container weight on a monthly basis as used in Sections 8.2 and 8.3 rather than an average over a year. (Contract, Section 7.2)

Yes, we can calculate on a monthly basis.

Would the County consider applying 100% of the CPI annually? This would reduce the price at the outset of the contract and spread the cost increases over the term of the Contractor rather than a

Proposer adding in an estimate of the 30% CPI to ensure that their costs are covered. (Contract, Section 8.4)

This can be proposed as part of the package, and the County would be willing to discuss during contract negotiations.