



# ALACHUA COUNTY

## Budget and Fiscal Services

### Procurement

Darryl R. Kight, CPPB  
Interim Procurement Manager

Theodore White, CPPB  
Interim Procurement Supervisor

February 7, 2023

#### **MEMORANDUM**

**TO:** Darryl R. Kight, CPPB, Interim Procurement Manager  
**FROM:** Theodore White, CPPB, Interim Procurement Supervisor *tlw*  
**SUBJECT: INTENT TO AWARD**  
**RFP 24-26-TW Annual Collection Services of Solid Waste and Recyclable Materials**

Solicitation Opening Date: 2:00 PM, Wednesday, February 22, 2023  
Solicitation Notifications View Count: 687 Vendors  
Solicitations Downloaded by: 24 Vendors  
Solicitations Submissions: 2 Vendors

#### **Firms:**

GFL Solid Waste Southeast, LLC  
Gainesville, FL 32608

Waste Pro of Florida, Inc.  
Alachua, FL 32615

#### **RECOMMENDATION:**

The board approve the Evaluation Committee's award ranking below for RFP 24-26-TW Annual Collection Services of Solid Waste and Recyclable Materials.

1. GFL Solid Waste Southeast, LLC
2. Waste Pro of Florida, Inc.

Authorize staff to negotiate agreement with top ranked firm, GFL Solid Waste Southeast, LLC, and with the second ranked vendor Waste Pro of Florida, Inc. if negotiations with the top ranked vendor fail.

The actual RFP award is subject to the appropriate signature authority identified in the Procurement Code.

  
Darryl Kight (Mar 8, 2023 12:11 EST)

Approved  
Darryl R. Kight, CPPB  
Interim Procurement Manager

Mar 8, 2023

Date

Disapproved  
Darryl R. Kight, CPPB  
Interim Procurement Manager

MM

### **Vendor Complaints or Grievances; Right to Protest**

Unless otherwise governed by state or Federal law, this part shall govern the protest and appeal of Procurement decisions by the County. As used in Part A of Article 9 of the Procurement Code, the term "Bidder" includes anyone that submits a response to an invitation to bid or one who makes an offer in response to a solicitation (e.g., ITB, RFP, ITN), and is not limited solely to one that submits a bid in response to an Invitation to Bid (ITB).

- (1) *Notice of Solicitations and Awards.* The County shall provide notice of all solicitations and awards by electronic posting in accordance with the procedures and Florida law.
- (2) *Solicitation Protest.* Any prospective Bidder may file a solicitation protest concerning a solicitation.
  - (a) *Basis of the Solicitation Protest:* The alleged basis for a solicitation protest shall be limited to the following:
    - i. The terms, conditions or specifications of the solicitation are in violation of, or are inconsistent with this Code, Florida Statutes, County procedures and policies, or the terms of the solicitation at issue, including but not limited to the method of evaluating, ranking or awarding of the solicitation, reserving rights of further negotiations, or modifying or amending any resulting contract; or
    - ii. The solicitation instructions are unclear or contradictory.
  - (b) *Timing and Content of the Solicitation Protest:* The solicitation protest must be in writing and must be received by the Procurement Manager, [dkight@alachuacounty.us](mailto:dkight@alachuacounty.us) by no later than the solicitation's question submission deadline. Failure to timely file a solicitation protest shall constitute a total and complete waiver of the Bidder's right to protest or appeal any solicitation defects, and shall bar the Bidder from subsequently raising such solicitation defects in any subsequent Award Protest, if any, or any other administrative or legal proceeding. In the event a solicitation protest is timely filed, the protesting party shall be deemed to have waived any and all solicitation defects that were not timely alleged in the protesting party's solicitation protest, and the protesting party shall be forever barred from subsequently raising or appealing said solicitation defects in a subsequent award protest, if any, or any other administrative or legal proceeding. The solicitation protest must include, at a minimum, the following information:
    - i. The name, address, e-mail and telephone number of the protesting party;
    - ii. The solicitation number and title;
    - iii. Information sufficient to establish that the protesting party has legal standing to file the solicitation Protest because:
      1. It has a substantial interest in and is aggrieved in connection with the solicitation; and
      2. That the protesting party is responsive, in accordance with the criteria set forth in the solicitation, unless the basis for the Solicitation Protest alleges that the criteria set forth in the solicitation is defective, in which case the protesting party must demonstrate that it is responsible in accordance with the criteria that the protesting party alleges should be used;
    - iv. A detailed statement of the basis for the protest;
    - v. References to section of the Code, Florida Statutes, County policies or procedure or solicitation term that the protesting party alleges have been violated by the County or that entitles the protesting party to the relief requested;
    - vi. All supporting evidence or documents that substantiate the protesting party's alleged basis for the protest; and
    - vii. The form of the relief requested.
  - (c) *Review and Determination of Protest:* If the Solicitation Protest is not timely, the Procurement Manager shall notify the protesting party that the Solicitation Protest is untimely and, therefore, rejected. The Procurement Manager shall consider all timely Solicitation Protests and may conduct any inquiry that the Procurement Manager deems necessary to make a determination regarding a protest. The Procurement Manager shall issue a written determination granting or denying the protest. The written determination shall contain a concise statement of the basis for the determination.

- (d) *Appeal*: If the protesting party is not satisfied with the Procurement Manager's determination, the protesting party may appeal the determination to the County Manager by filing a written appeal, which sets forth the basis upon which the appeal is based, including all supporting documentation. The scope of the appeal shall be limited to the basis alleged in the Solicitation Protest. The appeal must be filed with the Procurement Manager within five business days of the date on which the Procurement Manager's written determination was sent to the protesting party. Failure to timely file an appeal shall constitute a waiver of the protesting party's rights to an appeal of the Procurement Manager's determination, and the protesting party shall be forever barred from subsequently raising or appealing said Solicitation defects in a subsequent award protest, if any, or any other administrative or legal proceeding. After considering the appeal, the County Manager must determine whether the solicitation should stand, be revised, or be cancelled, and issue a written determination and provide copies of the determination to the protesting party. The determination of the County Manager shall be final and not subject to further appeal under this code.
- (3) *Award Protest*. Any Bidder who is not the intended awardee and who claims to be the rightful awardee may file an award protest. However, an award protest is not valid and shall be rejected for lack of standing if it does not demonstrate that the protesting party would be awarded the Solicitation if its protest is upheld.
- (a) *Basis of the Award Protest*: The alleged basis for an Award Protest shall be limited to the following:
- i. The protesting party was incorrectly deemed non-responsive due to an incorrect assessment of fact or law;
  - ii. The County failed to substantively follow the procedures or requirements specified in the solicitation documents, except for minor irregularities that were waived by the County in accordance with this Code, which resulted in a competitive disadvantage to the protesting party; and
  - iii. The County made a mathematical error in evaluating the responses to the solicitation, resulting in an incorrect score and not *protesting party not being selected for award*.
- (b) *Timing and Content of the Award Protest*: The Award Protest must be in writing and must be received by the Procurement Manager, [dkight@alachuacounty.us](mailto:dkight@alachuacounty.us) by no later than 3:00 PM on the third business day after the County's proposed Award decision was posted by the County. Failure to timely file an Award Protest shall constitute a total and complete waiver of the Bidder's right to protest or appeal the County's proposed Award decision in any administrative or legal proceeding. In the event an Award Protest is timely filed, the protesting party shall be deemed to have waived any and all proposed Award defects that were not timely alleged in the protesting party's Award Protest, and the protesting party shall be forever barred from subsequently raising or appealing said Award defects in any administrative or legal proceeding. The Award Protest must include, at a minimum, the following information:
- i. The name, address, e-mail and telephone number of the protesting party;
  - ii. The Solicitation number and title;
  - iii. Information sufficient to establish that the protesting party's response was responsive to the Solicitation;
  - iv. Information sufficient to establish that the protesting party has legal standing to file the Solicitation Protest because:
    1. The protesting party submitted a response to the Solicitation or other basis for establishing legal standing;
    2. The protesting party has a substantial interest in and is aggrieved in connection with the proposed Award decision; and
    3. The protesting party, and not any other bidder, should be awarded the Solicitation if the protesting party's Award Protest is upheld.
  - v. A detailed statement of the basis for the protest;
  - vi. References to section of the Code, Florida Statutes, County policies or procedure or solicitation term that the protesting party alleges have been violated by the County or that entitles the protesting party to the relief requested;

- vii. All supporting evidence or documents that substantiate the protesting party's alleged basis for the protest; and
  - viii. The form of the relief requested.
- (c) *Review and Determination of Protest:* If the Award Protest is not timely, the Procurement Manager shall notify the protesting party that the Award Protests is untimely and, therefore, rejected. The Procurement Manager shall consider all timely Award Protests and may conduct any inquiry that the county Procurement Manager deems necessary to resolve the protest by mutual agreement or to make a determination regarding the protests. The Procurement Manager shall issue a written determination granting or denying each protest. The written determination shall contain a concise statement of the basis for the determination.
- (d) *Appeal:*
  - i. If the protesting party is not satisfied with the Procurement Manager's determination, the protesting party may appeal the determination to the County Manager by filing a written appeal, which sets forth the basis upon which the appeal is based. The scope of the appeal shall be limited to the basis alleged in the award protest. The appeal must be filed with the Procurement Manager within five business days of the date on which the Procurement Manager's written determination was mailed to the protesting party. Failure to timely file an appeal shall constitute a waiver of the protesting party's rights to an appeal of the Procurement Manager's determination, and the protesting party shall be forever barred from subsequently raising or appealing said award defects in any administrative or legal proceeding.
  - ii. After reviewing the appeal, the County Manager will issue a written final determination and provide copies of the determination to the protesting party. Prior to issuing a final determination, the County Manager, in his or her discretion, may direct a hearing officer, or magistrate, to conduct an administrative hearing in connection with the protest and issue findings and recommendations to the County Manager. Prior to a hearing, if held, the Procurement Manager must file with the hearing officer the protest, any background information, and his or her written determination. The protesting party and the County shall equally share the cost of conducting any hearing, including the services of the hearing officer. If applicable, the County Manager may wait to issue a written final determination until after receipt of the findings and recommendations of the hearing officer. The determination of the County Manager shall be final and not subject to further appeal under this code.
- (4) *Burden of Proof:* Unless otherwise provide by Florida law, the burden of proof shall rest with the protesting party.
- (5) *Stay of Procurements during Protests.* In the event of a timely protest, the County shall not proceed further with the solicitation or with the award of the contract until the Procurement Manager, after consultation with the head of the using department, makes a written determination that the award of the solicitation without delay is:
  - (a) Necessary to avoid an immediate and serious danger to the public health, safety, or welfare;
  - (b) Necessary to avoid or substantial reduce significant damage to County property;
  - (c) Necessary to *avoid or substantially reduce interruption of essential County Services; or;*
  - (d) Otherwise in the best interest of the public.

## Public Meeting Minutes (Record)

### Ranking for RFP 24-26 Collection of Solid Waste and Recyclable Materials

Date: March 7, 2023

Start Time: 10:00 AM

Location: Grace Knight Conference Room

#### 1. **Call Meeting to Order**

#### 2. **RFP Process Overview for Today's Meeting**

- 2.1. Good morning, I am TJ White with Procurement, and I will be administrating this meeting as the Committee Chair (non-voting member), introduce committee, Gus Olmos (Leader), Betsy Riley, Patrick Irby, Allen Betz and Charlie Hobson.
- 2.2. Thank you, committee for taking the time out of your busy schedule to evaluate these proposals. Welcome to the citizen attending this Public Meeting; this meeting is open to the public, and you will have an announced time (3 minutes; no response required) for public comments. Please review the agenda that is on the screen.
- 2.3. The RFP team will be evaluating vendors' proposal, discussing their scores, and approving the Team's Ranking. This Team's final ranking will be submitted to the BoCC for their approval and authorization to negotiate a contract.

#### 3. **RFP Committee Members Process Instructions**

- 3.1. **First**, I have collected all signed Disclosure Forms (Conflict of Interest), and I will show them on screen, discuss if necessary.
- 3.2. **Second**, provide procurement points to members for the Technical Form – VOW.
- 3.3. Due to the cone-of-silence imposed on the committee members, this is the first occasion members have been able to talk and work together as a committee.
- 3.4. *As committee members you have broad latitude in your discussions, deliberations and ranking provided you are not arbitrary and capricious.*
- 3.5. **Third**, Record and Discuss the preliminary scores on the screen. Call for validation of scores to ensure they have been transposed correctly and that they match the scores on your individual score sheets.

Vendor	Allen Betz	Charles Hobson	Patrick Irby	Agustin Olmos	Betsy Riley	Total Score (Max Score 240)
GFL Solid Waste Southea...	165	210	170	225	235	201
Waste Pro of Florida, Inc.	161	171	151	206	211	180

- 3.6. The team will discuss, evaluate, and rank all vendor submittals alphabetical one by one. You have your technical and written evaluation forms so now we can start discussions with the first vendor. (**Encourage dialog**)
  - 3.6.1. Discuss scores and make Changes if pertinent.
  - 3.6.2. Record and Update: **Evaluation Criteria Scores**
    - 3.6.2.1. Encourage discussion on the proposals, scoring and until all members are satisfied.
    - 3.6.2.2. NOTE: Agents will monitor the discussion, keep it on track; keep it on topic.
  - 3.6.3. Call for validation of RFP team **Evaluation Criteria** Scores for the Team's Final Ranking.
  - 3.6.4. Choose not to have Oral Presentation (Option)
4. Motion to Approve Ranking: Betsy Riley motion to recommend the final rankings be approved and sent to the BOCC for Approval. Then start contract negotiations the with the top ranked vendor GFL Solid Waste Southeast, LCC, and with the second ranked vendor Waste Pro of Florida, Inc if negotiations fail with the top ranked vendor, seconded by Patrick Irby.  
Vote 5-0 in favor.

#### 5. Public Comments (3 minutes) : Asked about scoring and release of information.

6. Motion to Approve the Meeting Minutes: Charlie Hobson moved to approve the Minutes; Allen Betz seconded the motion.  
Vote 5-0 in favor.
7. Meeting Adjourn at – 10:33am.



Alachua County, Florida  
**Procurement**  
Darryl R. Kight, Interim Procurement Manager  
County Administration Building, Gainesville, FL 32601

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## EXECUTIVE SUMMARY

RFP No. RFP 24-26-TW

### Annual Collection Services of Solid Waste and Recyclable Materials

RESPONSE DEADLINE: February 22, 2023 at 2:00 pm

Report Generated: Wednesday, March 8, 2023

## SOLICITATION OVERVIEW

<b>Project Title</b>	Annual Collection Services of Solid Waste and Recyclable Materials
<b>Project ID</b>	RFP 24-26-TW
<b>Project Type</b>	Request For Proposal
<b>Release Date</b>	January 5, 2023
<b>Due Date</b>	February 22, 2023
<b>Procurement Agent</b>	Theodore White
<b>Evaluators</b>	Allen Betz, Charles Hobson, Patrick Irby, Agustin Olmos, Betsy Riley
<b>Project Description</b>	<p>The Board of County Commissioners of Alachua County ("Commission") is seeking proposals from qualified companies that wish to collect certain types of Solid Waste and Recyclable Materials in the unincorporated areas of Alachua County pursuant to the Exclusive Franchise Agreement ("Agreement") that is attached to this RFP in Section 10, below. The Successful Proposer ("Contractor") shall provide its services to the County in two phases. The first phase shall begin on October 1, 2023. In the first phase, the Contractor shall collect the Garbage and Rubbish generated by the Commercial Customers and the Multi-Family Complexes in the Service Area (i.e., all of the unincorporated County). The Contractor shall have the exclusive right to provide these services throughout the Service Area. The second phase shall begin on October 1, 2026. In the second phase, the Contractor shall provide Collection Services at Curbside for Multi-Family Dwellings and Residential Customers in the Universal Collection Area (i.e., the portion of the unincorporated County that is subject to the County's non-ad valorem special assessment for solid waste services). The Contractor shall have the exclusive right to provide these services in the Universal Collection Area. In the second phase, the Contractor also shall collect Garbage, Rubbish and other materials from residents in the Subscription Collection Area that wish to purchase the Contractor's services. The Contractor shall have a non-exclusive right to collect waste materials from the residents in the Subscription Collection Area. The Subscription Collection Area is the portion of the unincorporated County that is located outside of the Universal Collection Area.</p>

## INTRODUCTION

### 1. Summary

Alachua County Board of County Commissioners (hereinafter, the “County” or “Alachua County”) is seeking proposals from qualified individuals or entities (hereinafter, referred to as "Consultant", "Contractor" or the “proposer”) for the provision of RFP 24-26-TW Annual Collection Services of Solid Waste and Recyclable Materials.

The following apply to this request for proposal: [Instruction to Proposers](#), [Terms and Conditions](#), [Insurance](#), [Scope of Work](#), [Proposal Requirements and Organization](#), [Request for Proposal Selection Procedures](#), [Evaluation Phases](#), [Attachments](#), and [Submittals](#).

The Board of County Commissioners of Alachua County (“Commission”) is seeking proposals from qualified companies that wish to collect certain types of Solid Waste and Recyclable Materials in the unincorporated areas of Alachua County pursuant to the Exclusive Franchise Agreement (“Agreement”) that is attached to this RFP in Section 10, below. The Successful Proposer (“Contractor”) shall provide its services to the County in two phases. The first phase shall begin on October 1, 2023. In the first phase, the Contractor shall collect the Garbage and Rubbish generated by the Commercial Customers and the Multi-Family Complexes in the Service Area (i.e., all of the unincorporated County). The Contractor shall have the exclusive right to provide these services throughout the Service Area. The second phase shall begin on October 1, 2026. In the second phase, the Contractor shall provide Collection Services at Curbside for Multi-Family Dwellings and Residential Customers in the Universal Collection Area (i.e., the portion of the unincorporated County that is subject to the County’s non-ad valorem special assessment for solid waste services). The Contractor shall have the exclusive right to provide these services in the Universal Collection Area. In the second phase, the Contractor also shall collect Garbage, Rubbish and other materials from residents in the Subscription Collection Area that wish to purchase the Contractor’s services. The Contractor shall have a non-exclusive right to collect waste materials from the residents in the Subscription Collection Area. The Subscription Collection Area is the portion of the unincorporated County that is located outside of the Universal Collection Area.

### 2. Background

**Location:** Alachua County is located in North Central Florida. The County government seat is situated in Gainesville. Gainesville is located 70 miles southwest of Jacksonville, 129 miles southeast of Tallahassee, 140 miles northeast of Tampa - St. Petersburg and 109



miles northwest of Orlando. Alachua County has a population of over 250,000 and a regional airport. The County itself consists of a total area of 969 square miles.

**Form of Government:** Alachua County is governed by a Board of five (5) elected County Commissioners and operates under the established County Manager Charter form of government. In addition to the five County Commissioners, there are five elected Constitutional Officers: Supervisor of Elections, Sheriff, Clerk of the Court, Tax Collector, and the Property Appraiser. The Alachua County Attorney also reports to the Board.

### 3. Contact Information

**Theodore White**

Procurement Agent II, CPPB

Email: [twhite@alachuacounty.us](mailto:twhite@alachuacounty.us)

Phone: [\(352\) 384-3091](tel:(352)384-3091)

**Department:**

Solid Waste & Resource Recovery

### 4. Timeline

OpenGov Release Project Date	January 5, 2023
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EXECUTIVE SUMMARY

RFP No. RFP 24-26-TW

Annual Collection Services of Solid Waste and Recyclable Materials

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<p><b>Pre-Solcitiatio Meeting (Non-Mandatory)</b></p>	<p>January 17, 2023, 10:00am Alachua County Public Works - Main Office 5620 NW 120th Lane Gainesville, FL 32653</p> <p>Join Zoom Meeting <a href="https://alachuacounty-us.zoom.us/j/82900801768">https://alachuacounty-us.zoom.us/j/82900801768</a></p> <p>Meeting ID: 829 0080 1768 One tap mobile +13052241968,,82900801768# US +13126266799,,82900801768# US (Chicago)</p> <p>Dial by your location +1 305 224 1968 US +1 312 626 6799 US (Chicago) +1 646 931 3860 US +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 309 205 3325 US +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 689 278 1000 US +1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston)</p>
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EXECUTIVE SUMMARY

Request For Proposal - Annual Collection Services of Solid Waste and Recyclable Materials

EXECUTIVE SUMMARY

RFP No. RFP 24-26-TW

Annual Collection Services of Solid Waste and Recyclable Materials

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	+1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US Meeting ID: 829 0080 1768 Find your local number: <a href="https://alachuacounty-us.zoom.us/j/kd5lZ83OMv">https://alachuacounty-us.zoom.us/j/kd5lZ83OMv</a>
Question Submission Deadline	January 29, 2023, 12:01am
Solicitation Submission Deadline	February 22, 2023, 2:00pm

EXECUTIVE SUMMARY

RFP No. RFP 24-26-TW

Annual Collection Services of Solid Waste and Recyclable Materials

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**Solicitation Opening – Zoom Meeting**

February 22, 2023, 2:00pm

The scheduled solicitation opening will occur via Zoom; the information to join is provided below. Attendance (live viewing) of the proposals opening is not required.

Join Zoom Meeting

<https://zoom.us/j/93437702771?pwd=S2QxMVpUTG5xQUtBTEVMbkRxakNEZz09>

Meeting ID: 934 3770 2771

Passcode: 702897

One tap mobile

+13126266799,,93437702771# US (Chicago)

+19292056099,,93437702771# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 934 3770 2771

Find your local number:

<https://zoom.us/u/adtsfJybhW>

If you have a disability and need an

## EXECUTIVE SUMMARY

RFP No. RFP 24-26-TW

Annual Collection Services of Solid Waste and Recyclable Materials

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	accommodation in order to participate, please contact the Alachua County ADA Coordinator at <a href="mailto:ADA@alachuacounty.us">ADA@alachuacounty.us</a> or Equal Opportunity Office at 352-374-5275 at least 7 business days prior to the event. If you are unable to notify the Office prior to the event, please inform an Alachua County employee that you need assistance. TDD/TTY users, please call 711 (Florida Relay Service).
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## SOLICITATION STATUS HISTORY

Date	Changed To	Changed By
Nov 29, 2022 11:56 AM	Draft	Theodore White
Dec 22, 2022 6:17 AM	Review	Mandy Mullins
Jan 5, 2023 9:41 AM	Final	Theodore White
Jan 5, 2023 9:41 AM	Post Pending	Theodore White
Jan 5, 2023 10:00 AM	Open	OpenGov Bot
Feb 22, 2023 2:00 PM	Pending	OpenGov Bot
Feb 23, 2023 3:03 AM	Evaluation	Mandy Mullins

## PROPOSALS RECEIVED

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## EXECUTIVE SUMMARY

Request For Proposal - Annual Collection Services of Solid Waste and Recyclable Materials

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## EXECUTIVE SUMMARY

RFP No. RFP 24-26-TW

## Annual Collection Services of Solid Waste and Recyclable Materials

Status	Vendor	Contact Info	Submission Date
No Bid	Florida Express Environmental	Diane Carrizzo diane@floridaexpress.us	Feb 22, 2023 1:44 PM
Submitted	GFL Solid Waste Southeast, LLC	Skip McCall smccall@gflenv.com (352) 507-2029	Feb 21, 2023 5:05 PM
No Bid	Network Craze	Michael Featherstone mfeatherstone@networkcraze.com	Jan 5, 2023 10:02 AM
No Bid	Republic Services	Seth Weightman sweightman@republicservices.com	Feb 22, 2023 8:57 AM
No Bid	Waste Management Inc. of Florida	Greg Huntington ghunting@wm.com	Feb 22, 2023 11:14 AM
Submitted	Waste Pro of Florida, Inc.	Dayna Miller dmiller@wasteprousa.com (386) 206-6061	Feb 22, 2023 12:39 PM

## VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Florida Express Environmental	GFL Solid Waste Southeast, LLC	Network Craze	Republic Services	Waste Management Inc. of Florida	Waste Pro of Florida, Inc.
Corporate Resolution Granting Signature	No Response	Pass	No Response	No Response	No Response	Pass
Acknowledge that you have reviewed all Addendum(s) issued with this solicitation.	No Response	Pass	No Response	No Response	No Response	Pass

## EXECUTIVE SUMMARY

Request For Proposal - Annual Collection Services of Solid Waste and Recyclable Materials

## EXECUTIVE SUMMARY

RFP No. RFP 24-26-TW

## Annual Collection Services of Solid Waste and Recyclable Materials

Question Title	Florida Express Environmental	GFL Solid Waste Southeast, LLC	Network Craze	Republic Services	Waste Management Inc. of Florida	Waste Pro of Florida, Inc.
Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request	No Response	Pass	No Response	No Response	No Response	Pass
Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request	No Response	Pass	No Response	No Response	No Response	Pass
Public Record Trade Secret or Proprietary Confidential Business Information Exemption Request	No Response	No Response	No Response	No Response	No Response	No Response
Alachua County Government Minimum Wage	No Response	Pass	No Response	No Response	No Response	Pass
Drug Free Workplace	No Response	Pass	No Response	No Response	No Response	Pass
State Compliance	No Response	Pass	No Response	No Response	No Response	Pass
Vendor Eligibility	No Response	Pass	No Response	No Response	No Response	Pass
NON-SBE Subcontractors	No Response	Pass	No Response	No Response	No Response	Pass
Responsible Agent Designation	No Response	Pass	No Response	No Response	No Response	Pass
Conflict of Interest	No Response	Pass	No Response	No Response	No Response	Pass
Proposal Bond	No Response	Pass	No Response	No Response	No Response	Pass

## EXECUTIVE SUMMARY

Request For Proposal - Annual Collection Services of Solid Waste and Recyclable Materials

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RFP No. RFP 24-26-TW

Annual Collection Services of Solid Waste and Recyclable Materials

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Question Title	Florida Express Environmental	GFL Solid Waste Southeast, LLC	Network Craze	Republic Services	Waste Management Inc. of Florida	Waste Pro of Florida, Inc.
Request for Proposal Submittal Documentation	No Response	Pass	No Response	No Response	No Response	Pass
You have reviewed and completed all the required submittal requirements..	No Response	Pass	No Response	No Response	No Response	Pass

## QUESTIONS AND ANSWERS

### Approved, Unanswered Questions

### Approved, Answers Provided

#### 1. Commercial Franchise Report

*Jan 9, 2023 10:42 AM*

**Question:** We have downloaded all documents associated with this solicitation however, it appears that a document may have been inadvertently omitted. The document we would like to request is the list of all commercial customers within the unincorporated County to include customer name, address, container size, container type and frequency of weekly collections. If you could please upload or send out soon as possible it would be greatly appreciated.

*Jan 9, 2023 10:42 AM*

**Answered by Mandy Mullins:** See addendum #3.

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EXECUTIVE SUMMARY

Request For Proposal - Annual Collection Services of Solid Waste and Recyclable Materials

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*Jan 19, 2023 3:25 PM*

## 2. Question-Call in to meeting

*Jan 11, 2023 4:25 PM*

**Question:** For some of our team members that cannot attend in person, can you allow us to call in for the meeting?

*Jan 11, 2023 4:25 PM*

**Answered by Theodore White:** See the 1st addendum that was posted as it has added zoom meeting information for the pre-proposal meeting.

*Jan 12, 2023 4:39 PM*

## 3. Waste Management's (WM) Questions for RFP 42-26-TW

*Jan 25, 2023 2:03 PM*

**Question:** 1. Would the County consider Content of Cart Only collection for garbage and eliminate the collection of customers provided Yellow bags outside of the cart? This would improve efficiencies and lead to cost reductions. Yellow bags could be picked up on every other week bulk collection.

*Jan 25, 2023 2:03 PM*

**Answered by Mandy Mullins:** No, the County wants to maintain the yellow bag program.

*Feb 10, 2023 1:15 PM*

## 4. Waste Management's (WM) Questions for RFP 42-26-TW

*Jan 25, 2023 2:03 PM*

**Question:** 2. Would the County consider carted collection of recycling instead of 18-gallon bins as well as Content of Cart Only collection? This too would improve efficiencies and lead to cost reductions.

*Jan 25, 2023 2:03 PM*

**Answered by Mandy Mullins:** No, the County wants to use 18-gallon bins.

*Feb 10, 2023 1:15 PM*

## 5. Waste Management's (WM) Questions for RFP 42-26-TW

*Jan 25, 2023 2:04 PM*

**Question:** 3. Would the County allow a contractor to service the County from a hauling division located in an adjacent county instead of requiring a hauling division located in the County?

*Jan 25, 2023 2:04 PM*

**Answered by Agustin Olmos:** No, the contractor must maintain an office within Alachua County which complies with section 31 of the draft Agreement.

*Feb 10, 2023 1:15 PM*

## 6. Waste Management's (WM) Questions for RFP 42-26-TW

*Jan 25, 2023 2:04 PM*

**Question:** 4. Would the County consider awarding the commercial collection work separate from the residential collection work?

*Jan 25, 2023 2:04 PM*

**Answered by Mandy Mullins:** No, the County wants to have an exclusive franchise agreement for the collection of commercial and residential solid waste.

*Feb 10, 2023 1:15 PM*

## 7. 24-26 Annual Waster Collection Services - annually renewing bond

*Jan 26, 2023 2:49 PM*

**Question:** 1. Would the County accept an annually renewing bond? The agreement specifies an annually renewing bond page 94 but the draft bond form in Exhibit 8 is not annually renewing.

*Jan 26, 2023 2:49 PM*

**Answered by Agustin Olmos:** Yes. Section 54 of the Agreement expressly provides for an annually renewable performance bond. Exhibit 8 is intended to be consistent with Section 54. There is nothing in Exhibit 8 that prohibits an annually renewable bond.

*Feb 10, 2023 1:15 PM*

## 8. No subject

*Jan 26, 2023 2:50 PM*

**Question:** 2. Can the county provide us with a detailed list of all commercial and multifamily customers? Please provide container size and frequency.

*Jan 26, 2023 2:50 PM*

**Answered by Mandy Mullins:** See addendum #3.

*Feb 10, 2023 1:15 PM*

## 9. No subject

*Jan 26, 2023 2:50 PM*

**Question:** 3. On the current rate sheet bulk is not listed under commercial or multi family. Will bulk remain open market or will this only be serviced with roll offs?

*Jan 26, 2023 2:50 PM*

**Answered by Mandy Mullins:** When it comes to commercial and multi-family complexes, this exclusive franchise only applies to garbage and rubbish. See section 2.1 of the draft Agreement. Bulky waste generated at commercial businesses and multi-family complexes is not controlled under the Agreement.

*Feb 10, 2023 1:15 PM*

## 10. No subject

*Jan 26, 2023 2:50 PM*

**Question:** 4. Section 7.3, Bulky Waste and White Goods. Just to confirm, the County is asking hauler to collect bulky waste and white goods every other week on the same day as the resident's scheduled trash collection day?

*Jan 26, 2023 2:50 PM*

**Answered by Mandy Mullins:** Yes, hauler is required to collect bulky waste and white goods every other week on the same day as the resident's scheduled trash collection day.

*Feb 10, 2023 1:15 PM*

## 11. No subject

*Jan 26, 2023 2:51 PM*

**Question:** 5. Form 3 Subcontractors. GFL does not intend to utilize any subcontractors. However, from time to time, GFL could have the need to utilize a third-party labor company for the utilization of helpers should the need arise. Is the County asking for proposers to submit this information within Form 3 or, is this Form only to be utilized if the proposer would be utilizing third-party collection equipment/personnel?

*Jan 26, 2023 2:51 PM*

**Answered by Mandy Mullins:** If a Proposer is aware that it will use a subcontractor to perform any or all of the work under the County's Agreement, the Proposer should list the subcontractor in Form 3. As indicated in Section 7.3 of the RFP, each Proposer should use Form 3 to identify the Collection Services and vehicles that will be provided by the subcontractor. A Proposer is not

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required to identify the name of a company that will provide temporary laborers to the Proposer/Contractor, unless that company also will perform one or more of the Collection Services required under the Agreement. The use of subcontractors and temporary labor shall be done in compliance with section 30.11 of the sample Agreement.

*Feb 10, 2023 1:19 PM*

### 12. No subject

*Jan 26, 2023 2:51 PM*

**Question:** 6. Just to confirm, the 10% franchise fee should not be included within our pricing on Forms 8 and 9?

*Jan 26, 2023 2:51 PM*

**Answered by Theodore White:** Correct. The rates submitted should not include the franchise fee. Revised Forms 7A, 8A, and 9A will be uploaded with ADM #4.

*Feb 10, 2023 1:19 PM*

### 13. No subject

*Jan 26, 2023 2:51 PM*

**Question:** 7. Section 30 of the draft agreement. Three (3) commercial field supervisors based on the volume of work for commercial and multi-family accounts appears to be excessive. Will the County please consider allowing one (1) field supervisor for commercial and multi-family collections?

*Jan 26, 2023 2:51 PM*

**Answered by Mandy Mullins:** Yes, the County will revise Section 30.3 of the Agreement to read as follows: 30.3 FIELD SUPERVISOR The Contractor shall appoint one or more Field Supervisors, who shall directly oversee the Collection Services provided under this Agreement each Operating Day. Each Field Supervisor shall have at least five (5) years of prior experience supervising drivers and other employees that are responsible for collecting the Solid Waste in a community that has at least twenty thousand (20,000) single family Dwelling Units. The Field Supervisor(s) shall have immediate access to an automobile or truck between 7:00 a.m. and 7:00 p.m.,

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every Operating Day. At all times during the term of this Agreement, the Administrator shall have immediate access to the Field Supervisor(s) by telephone and electronic mail. The Field Supervisor(s) shall closely monitor each route on each Scheduled Collection Day to ensure that Collection Services are provided in compliance with the requirements in this Agreement. Each Operating Day, the Contractor shall have assign at least three (3) Field Supervisors on duty to monitor the Contractor's Curbside Residential Collection Services. Each Operating Day, the Contractor also shall have assign at least one (1) three (3) Field Supervisors on duty to monitor the Contractor's Multi-Family Collection Services and Commercial Collection Services. The Contractor may use fewer Field Supervisors and otherwise deviate from the foregoing requirements with the Administrator's prior written approval. Additions to Section 30.3 of the Agreement are shown above with underlining; deletions are shown by striking through the prior text. Please note that, as stated in Section 30.3 of the Agreement, "the contractor may use fewer field supervisors and otherwise deviate from the foregoing requirements with the Administrator's prior written approval". The Agreement shall be revised to include the changes described above. However, for the sake of efficiency and to expedite the issuance of these responses to the vendors' questions, the revised Agreement shall not be prepared and distributed until the County has selected the Successful Proposer.

*Feb 10, 2023 1:19 PM*

#### **14. No subject**

*Jan 26, 2023 2:51 PM*

**Question:** 8. Section 3.9 of the RFP Volume of Previous Work. Will the County please provide additional detail or an additional example explaining how this section will be quantified for the possible 5 evaluation points?

*Jan 26, 2023 2:51 PM*

**Answered by Theodore White:** See Section 3.9 for the RFP.

*Feb 10, 2023 1:19 PM*

#### **15. No subject**

*Jan 26, 2023 2:52 PM*

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**Question:** 9. Will the County provide an example as to how the Proposer's Qualifications, Experience and Past Performance (80 points) will be evaluated/calculated?

*Jan 26, 2023 2:52 PM*

**Answered by Mandy Mullins:** Please see Sections 8.5 and 9 of the RFP.

*Feb 10, 2023 1:19 PM*

## 16. No subject

*Jan 26, 2023 2:52 PM*

**Question:** 10. Will the County provide an example as to how the Proposer's Plan for Providing Service to the County (65 points) will be evaluated/calculated?

*Jan 26, 2023 2:52 PM*

**Answered by Mandy Mullins:** Please see Sections 8.5 and 9 of the RFP.

*Feb 10, 2023 1:19 PM*

## 17. No subject

*Jan 26, 2023 2:52 PM*

**Question:** 11. Will the County provide an example as to how the Costs of Proposer's Services (90 points) will be calculated?

*Jan 26, 2023 2:52 PM*

**Answered by Theodore White:** See Section 9.4 for the RFP.

*Feb 10, 2023 1:19 PM*

## 18. No subject

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*Jan 26, 2023 2:52 PM*

**Question:** 12. Within the Excel Commercial Container Information spreadsheet, the “Commercial Customer” tab column J “Quantity” has multiple references for irregular quantities. For example, instead of 1, 2, 3 etc., there references of .666, 1.285, .117, .058 etc. Will the County please advise as to what the exact quantity should be for each one of these irregular quantities?

*Jan 26, 2023 2:52 PM*

**Answered by Mandy Mullins:** This results from shared containers.

*Feb 10, 2023 1:19 PM*

## 19. No subject

*Jan 26, 2023 2:52 PM*

**Question:** 13. For the open market subscript service, is the service limited to just trash and recycling or, does the hauler have to provide all lines of service consistent with the exclusive franchise area?

*Jan 26, 2023 2:52 PM*

**Answered by Mandy Mullins:** In the open market Subscription Collection Area, the Contractor is required to offer Collection Service for garbage, rubbish and recycling. The Contractor is not required to offer other services in the Subscription Collection Area, but the Contractor may do so, at its option.

*Feb 10, 2023 1:19 PM*

## 20. No subject

*Jan 26, 2023 2:53 PM*

**Question:** 14. Of the approx. 12,500 residential units in the open market or urban service area, how many of those units are receiving the curbside service?

*Jan 26, 2023 2:53 PM*

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**Answered by Mandy Mullins:** In the previous fiscal quarter, an average of 3,199 customers utilized subscription collection services. There are 12,871 residential units in that area currently.

*Feb 10, 2023 1:19 PM*

## 21. No subject

*Jan 26, 2023 2:53 PM*

**Question:** 15. Section 7.9 of the franchise agreement. States that in the subscript collection area, contractor shall provide collection Services at Curbside for those Customers that wish to receive such services from the Contractor and are willing to pay the applicable Rates for the services they receive. Is this service exclusive to the Contractor who is awarded this contract or, is this service open market to any Contractor?

*Jan 26, 2023 2:53 PM*

**Answered by Mandy Mullins:** The subscription collection area is open market.

*Feb 10, 2023 1:26 PM*

## 22. No subject

*Jan 26, 2023 2:53 PM*

**Question:** 16. As a follow up to the previous question, Section 7.9 states that the Administrator shall have the right to review, approve, reject, or modify the Rates in cases where the Administrator reasonably determines the Rates are excessive. will the County please define “excessive”?

*Jan 26, 2023 2:53 PM*

**Answered by Mandy Mullins:** Excessive is synonymous with exorbitant or extreme. To determine whether the Contractor’s Rates for a resident in the Subscription Collection Area are excessive, the County would need to evaluate the specific facts that affect the cost of providing Collection Services to that Customer. A Rate would not be excessive if the Contractor can provide a reasonable explanation for the proposed Rate, based on the cost and difficulty of providing service to the Customer. The County wants the Contractor to

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provide its services to the residents in the Subscription Collection Area that are willing to pay for the Contractor's services. If a resident in the Subscription Collection Area complains about the Contractor's Rate, the County wants to have the ability to talk to the Contractor about how and why the Rate was set at the level proposed by the Contractor. The County also wants to ensure that the Contractor does not set a Rate at a level that is clearly excessive, extreme, and exorbitant as a means of denying service to a resident in the Subscription Collection Area.

*Feb 10, 2023 1:26 PM*

### 23. No subject

*Jan 26, 2023 2:53 PM*

**Question:** 17. In the Residential Subscription Collection Service, is it required for residents to utilize carts and bins for trash and recycling collection?

*Jan 26, 2023 2:53 PM*

**Answered by Mandy Mullins:** Yes, residents in the subscription collection area are required to utilize carts and bins for trash and recycling collection.

*Feb 10, 2023 1:26 PM*

### 24. No subject

*Jan 26, 2023 2:54 PM*

**Question:** 18. Section 38.3 of the franchise agreement the CPI is capped at 5%. Will the County please consider removing the cap to protect the Contractor from high inflationary periods?

*Jan 26, 2023 2:54 PM*

**Answered by Mandy Mullins:** No, the County wants to maintain the 5% CPI cap.

*Feb 10, 2023 1:26 PM*

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## 25. No subject

*Jan 26, 2023 2:54 PM*

**Question:** 19. Form 7 Special Services Collection. Backdoor Services pricing includes entering a cost for Solid Waste and Recycling. Is this cost in addition to the collection rates? Or is this the base rate for providing Back Door Service?

*Jan 26, 2023 2:54 PM*

**Answered by Theodore White:** Form 7 has been revised and the revised form will be uploaded. The revised form does not include a Rate for Side Door Service. The Contractor shall provide Side Door Service to disabled residents pursuant to Section 7.6 of the Agreement. There is no additional charge or Rate for this service to disabled residents. The Contractor is not required to offer Side Door Service to able-bodied residents and, therefore, the Contractor is not required to provide a Rate in Form 7 for such service.

*Feb 10, 2023 1:26 PM*

## 26. No subject

*Jan 26, 2023 2:54 PM*

**Question:** 20. On Form 7 of the residential rate sheet indicates a pricing option for Pup Truck collection. Will the County please explain what type of service this is and is a new Pup Truck needed for the contract?

*Jan 26, 2023 2:54 PM*

**Answered by Mandy Mullins:** A Pup Truck is a smaller collection vehicle that has a single rear axle and typically has less than eighteen (18) cubic yards of cargo capacity. These vehicles are utilized in areas where standard collection vehicles are too large or heavy to safely navigate the roadway. As with all collection vehicles, the Contractor does not need to provide new vehicles on the applicable Commencement Dates, but no vehicle shall be more than three (3) years old when it is placed into service. As noted in Section 38.9 of the Agreement, the use of Pup Trucks is a Special Collection Service. Exhibits 3, 4, and 5 of the Agreement (Revised Forms 7A, 8A, and 9A of the RFP) identify the additional fee that a Customer must pay to the Contractor if the Contractor must use a Pup Truck to provide Collection Services to the Customer. Additional information concerning the use of Pup Trucks is provided in Section 29.11 of the Agreement.

*Feb 10, 2023 1:26 PM*

## 27. No subject

*Jan 26, 2023 2:54 PM*

**Question:** 21. Form 7. Will the “Special Collection Services” rates be evaluated as part of the Cost of Proposer’s Services?

*Jan 26, 2023 2:54 PM*

**Answered by Mandy Mullins:** Yes, “Special Collection Services” rates will be evaluated as part of the Cost of Proposer’s Services.

*Feb 10, 2023 1:26 PM*

## 28. No subject

*Jan 26, 2023 2:55 PM*

**Question:** 22. Form 7 Special Collection Services. For the four (4) pricing options regarding cart and bin purchase, delivery, maintenance, exchange and delivery, and pup truck, are these costs added within the proposed monthly collection rates as the standard monthly unit charge?

*Jan 26, 2023 2:55 PM*

**Answered by Mandy Mullins:** The Contractor will be paid the applicable Rates for Collection Services. More specifically, the Contractor will be paid: (a) the Rate for the collection of Solid Waste, which is based on the size and number of the Garbage Carts used by the Customer; plus (b) the Rate for the Collection of Source Separated Recyclable Material (i.e., Recycling); plus (c) the Rate for the Collection of Yard Waste. In addition, the Contractor will be paid a Rate for providing Garbage Carts and a separate Rate for providing Recycling Bins. All of these Rates are separate monthly charges. The total amount paid to the Contractor each month will be the sum of these separate Rates.

*Feb 10, 2023 1:26 PM*

## 29. No subject

*Jan 26, 2023 2:55 PM*

**Question:** 23. Section 39.8 Payment for Garbage Carts and Recycling Bins. Is compensation to hauler determined on a monthly basis based on the actual amount of activity within any given month or, the actual monthly unit count of approx. 24,000+ users?

*Jan 26, 2023 2:55 PM*

**Answered by Mandy Mullins:** For the purposes of this RFP, the “Unit Count” means the number of Garbage Carts used by the Curbside Customers in the Universal Collection Area. The County keeps records that identify the number of carts used by each Curbside Customer and the size of each cart. The Unit Count is updated at least once each year and the updated Unit Count is used to establish the non-ad valorem assessment roll, which is adopted by the Board of County Commissioners. For the purposes of calculating the County’s payments to the Contractor, the Unit Count will remain unchanged for the County’s entire fiscal year. The Rate in Revised Form 7A (Exhibit 3) for “Purchase, delivery, exchange, and maintenance of Garbage Carts” will be paid to the Contractor based on the Unit Count (i.e., the total number of Garbage Carts used by the Curbside Customers in the Universal Collection Area), as established in the County’s non-ad valorem assessment roll. The Rate in Revised Form 7A (Exhibit 3) for “Purchase, delivery, exchange, and maintenance of Recycling Bins” also will be paid to the Contractor based on the Unit Count. For clarity, the County shall revise Section 39.8 of the Agreement to read as follows: 39.8 PAYMENTS FOR GARBAGE CARTS AND RECYCLING BINS The County will make monthly payments to the Contractor, in the manner described in Section 39.2, above, to compensate the Contractor for purchasing, assembling, delivering, exchanging, maintaining, and otherwise providing Garbage Carts and Recycling Bins for the benefit of Curbside Customers. The amount of the County’s monthly payments for the Garbage Carts shall be determined by multiplying the total number of Garbage Carts used by Curbside Customers in the Universal Collection Area times the applicable Rate in Exhibit 3. The same calculation shall be performed to determine the amount of the County’s monthly payments to the Contractor for Recycling Bins. The total number of Garbage Carts shall be determined by the County each year when the County prepares its Residential Customer List, as described in Section 39.2, above. The County shall have no obligation to pay any other fees or charges to the Contractor for the Garbage Carts or Recycling Bins.

*Feb 10, 2023 1:26 PM*

## 30. No subject

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*Jan 27, 2023 10:14 AM*

**Question:** 1. Will staff consider sliding all deadlines back, a minimum of 2 weeks from what is posted to allow for further time to adjust to potential modifications from questions submitted and allow more time to market research and align equipment needs? a. Will staff allow a brief window of extended ability to ask questions once all initial questions have been answered by staff in case there is still clarity needed?

*Jan 27, 2023 10:14 AM*

**Answered by Mandy Mullins:** No, there is a tight timeline to have the agreement in place in time for the selected contractor to hire staff and purchase any necessary equipment prior to the commercial start date of October 1, 2023.

*Feb 10, 2023 1:26 PM*

### 31. No subject

*Jan 27, 2023 10:14 AM*

**Question:** 2. Please confirm regardless of this outcome of this RFP, the county will continue to grant multiple haulers a nonexclusive franchise agreement for the Collection of Source Separated Recyclable Materials, rolloff containers to be used for trash, recycling, and construction debris that are generated on Commercial Property and Multi-Family Complexes in the Service Area. Section 2.2 of Draft Agreement.

*Jan 27, 2023 10:14 AM*

**Answered by Mandy Mullins:** Garbage and rubbish will be collected pursuant to the exclusive franchise for commercial properties and multi-family complexes. Bulk items, white goods, source separated recyclable materials, construction and demolition debris, and yard waste will not be a part of the exclusive franchise for commercial properties and multi-family complexes. See section 2.1 of the draft agreement. The County will continue to allow multiple haulers to collect bulky waste, white goods, source separated recyclable materials, construction and demolition debris, and yard waste from commercial properties and multi-family complexes.

*Feb 10, 2023 1:28 PM*

### 32. No subject

*Jan 27, 2023 10:15 AM*

**Question:** 3. Section 3.1 of Draft Agreement, initial term, to be clear, Commercial will start Oct 2023 and run until Sep 30,2033? Residential initial term will start October 2026 and run initially until Sept 30,2033, then both are subject to 2 (5 year) mutually agreeable renewals?

*Jan 27, 2023 10:15 AM*

**Answered by Mandy Mullins:** That is correct.

*Feb 10, 2023 1:28 PM*

### 33. No subject

*Jan 27, 2023 10:15 AM*

**Question:** 4. Are rental trucks prohibited in use for the start or service of the contract? If not, are they required to be natural gas or electric? Can diesel rental trucks be used to service the contract during any part of the term.

*Jan 27, 2023 10:15 AM*

**Answered by Mandy Mullins:** According to section 29.1.1 of the Agreement, all vehicles shall be purchased or leased. Section 29.3 states that all front-line vehicles shall use compressed natural gas, electricity, or alternate fuels by October 1, 2026. Thus, rental trucks can be used to provide Collection Services at any time during the term of the Agreement. Diesel trucks can be used to provide Collection Services until October 1, 2026.

*Feb 10, 2023 1:28 PM*

### 34. No subject

*Jan 27, 2023 10:16 AM*

**Question:** 5. Proposal Bond, with the bid being submitted electronically, please provide how you wish to receive and or wiring instructions and deadline/proof of such.

*Jan 27, 2023 10:16 AM*

**Answered by Theodore White:** Include completed/executed PDF version of the provided Proposal Bond (Form 5) with the Bonding companies seals as part of the requirements of Section 7 for RFP submittal.

*Feb 10, 2023 1:28 PM*

### 35. No subject

*Jan 27, 2023 10:16 AM*

**Question:** 6. In regard to draft agreement section 7.1.2, Will the county consider automating the collection of residential exclusive recycling materials, and in by doing so, accept collection in larger bins (64 or 95 gallon uniform size chosen by county), changing to every other week frequency, which in light of sustainability and efficiency, will make much more sense than weekly collection of manual 18 gallon bins. This will also reduce litter and blowing of RCY in unlidded bins subject to rain, wind, and be more efficient in the cost to the taxpayers.

*Jan 27, 2023 10:16 AM*

**Answered by Mandy Mullins:** No, the County wants to use 18-gallon bins for the collection of residential recyclables.

*Feb 10, 2023 1:28 PM*

### 36. No subject

*Jan 27, 2023 10:17 AM*

**Question:** 7. Section 11.1 - Will the county please consider letting the hauler develop their service schedule for residential services and submitting to the county in the RFP's implementation/transition plan that will be more efficient than what is currently proposed by the county having almost all collections of different streams collected on the same day? In allowing the hauler to present their expertise, efficiencies will be gained, and cost savings will be passed down to the taxpayers.



*Jan 27, 2023 10:17 AM*

**Answered by Mandy Mullins:** No, the County wants to use the service schedule described in the draft Agreement.

*Feb 10, 2023 1:28 PM*

### 37. No subject

*Jan 27, 2023 10:18 AM*

**Question:** 8. Will the county consider limiting the options of available trash cart sizes that can be chosen? 4 sizes to choose from is not standard. Consider uniforming to one larger size, then allowing multiple if needed/justified per household.

*Jan 27, 2023 10:18 AM*

**Answered by Mandy Mullins:** No, the County wants to use the 4 cart sizes described in the Agreement.

*Feb 10, 2023 1:28 PM*

### 38. No subject

*Jan 27, 2023 10:19 AM*

**Question:** 9. Under commercial exclusive, who is responsible to pay for the maintenance of the compactors for regular scheduled maintenance? From damage to unit from a customer?

*Jan 27, 2023 10:19 AM*

**Answered by Mandy Mullins:** The cost of maintaining a compactor, and the cost of repairing a damaged compactor, would be paid by the owner of the compactor, unless the contract between the customer and the owner of the compactor states otherwise.

*Feb 10, 2023 1:28 PM*

### 39. No subject

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*Jan 27, 2023 10:19 AM*

**Question:** 10. Section 42, why does the county not pay for the nonexclusive subscription residential disposal if it is part in possibility to the awardee of exclusive? Nearby routes will be mixed potentially. a. Will county consider paying disposal processing fees for nonexclusive subscription residential for: b. Residential MSW/rubbish? c. Curbside RCY ? d. Curbside YW? e. Curbside bulk and white goods?

*Jan 27, 2023 10:19 AM*

**Answered by Mandy Mullins:** The County will revise the Agreement to address this issue. More specifically, the County will revise Section 39.6 of the Agreement to read as follows: 39.6 PAYMENTS FOR OTHER RESIDENTIAL COLLECTION SERVICES The Contractor shall be solely responsible for billing and collecting its Rates, fees, and other charges for any Collection Services the Contractor provides to a resident in the Subscription Collection Area. Pending approval by the Board of County Commissioners, after the Residential Commencement Date, the County shall pay the Contractor a monthly fee to compensate the Contractor for the processing and disposal of the Garbage and Rubbish that the Contractor collects from residents in the Subscription Collection Area and delivers to Designated Facilities. If the payment is approved by the Board of County Commissioners, the contractor shall not include processing and disposal costs as part as their billing to the residents in the Subscription Collection Area, if the payment is not approved by the Board of County Commissioners the contractor will be responsible for including processing and disposal costs as part as their billing to the residents in the Subscription Collection Area . The County shall calculate the amount to be paid by using the following formula:  $P = N \times WGR \times TF$  Where: • P is the amount to be paid each month by the County to the Contractor; • N is the number of residential Units in the Subscription Area that receive Collection Service from the Contractor during the Operating Month for which payment is being made; • WGR is the waste generation rate; and • TF is the Tipping Fee at the Designated Facility. In this formula, “N” shall be the number of Dwelling Units that the Contractor served as of the first day of the Operating Month for which payment is being made. The waste generation rate (“WGR”) shall be the amount of Garbage and Rubbish generated by an average Dwelling Unit in unincorporated Alachua County during the prior Operating Year or during the most recent 12-month period for which the County has reliable data. The waste generation rate shall be an average value, which shall be expressed in tons of waste generated per Dwelling Unit per month. The Tipping Fee shall be the applicable fee at the Designated Facility on the first day of the Operating Month for which payment is being made. This formula shall be used each month to calculate the amount of the County’s payment to the Contractor for the prior Operating Month. The Contractor shall be solely responsible for paying the Designated Facilities for the processing and disposal of any other materials (i.e., materials that are not Garbage or Rubbish) it collects from residents in the Subscription Collection Area. The County also shall revise Section 42 of the Agreement to read as follows: 42. PAYMENT OF TIPPING FEES Subject to the

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conditions and limitations contained herein, the County will pay the Tipping Fees for the processing and disposal of the Garbage, Rubbish, Yard Waste, Bulky Waste, and White Goods collected by the Contractor from Curbside Customers in the Universal Collection Area. The County also shall pay the Tipping Fees for the Solid Waste and other materials collected by the Contractor pursuant to Section 8, above. In addition, the County shall pay a monthly fee to the Contractor for the processing and disposal of Garbage and Rubbish that the Contractor collects from residents in the Subscription Collection Area, as described in Section 39.6, above. The Contractor shall pay the Tipping Fees for the processing or disposal of any other material that is collected by the Contractor under this Agreement. Among other things, the Contractor shall pay the Tipping Fees for any Solid Waste or other material that: (a) is collected from a Commercial Customer or Multi-Family Complex; (b) is collected outside of the Service Area; (c) is not Residential Waste; or (d) is not collected pursuant to this Agreement. The Contractor also shall pay the Tipping Fees for any Contaminated Recyclable Material that is rejected at the Designated Facility for Recyclable Materials. The Agreement shall be revised to include the changes described above. However, for the sake of efficiency and to expedite the issuance of these responses to the vendors' questions, the revised Agreement shall not be prepared and distributed until the County has selected the Successful Proposer.

*Feb 10, 2023 1:28 PM*

#### 40. No subject

*Jan 27, 2023 10:20 AM*

**Question:** 11. 6e of draft agreement cites "designated facilities" ... a. Please confirm awarded franchise holder of RFP for exclusive residential, can dump residential recycling at facility of choice, so long as approved by county? i. Will the county still pay for these processing fees, if they approve of the facility and the rate to process is at par or better of their chosen "designated" facility?

*Jan 27, 2023 10:20 AM*

**Answered by Mandy Mullins:** All materials collected as part of this Agreement shall be delivered to the designated facilities outlined in Section 21 of the Agreement. Source Separated Recyclable Materials collected from Residential Customers shall be taken to the Leveda Brown Environmental Park pursuant to Section 21.2 of the Agreement.

*Feb 10, 2023 1:28 PM*

#### 41. No subject

*Jan 27, 2023 10:20 AM*

**Question:** 12. Please provide the last 3 years historical tonnage collected per month to show entire year for last 3 years of curbside: msw, yw, recyclables, bulk and white good. Please provide the number of homes in each month of reporting for the 36 months. A spreadsheet is preferred.

*Jan 27, 2023 10:20 AM*

**Answered by Mandy Mullins:** See Addendum 3 (UPDATED) Year Curbside Tonnages spreadsheet. Bulk items are included in the MSW tonnage.

*Feb 10, 2023 1:30 PM*

#### 42. No subject

*Jan 27, 2023 10:21 AM*

**Question:** 13. Section 7.1.3- Will the county consider every other week option for yard waste?

*Jan 27, 2023 10:21 AM*

**Answered by Mandy Mullins:** No, the County wants to have weekly yard waste collection as described in the Agreement.

*Feb 10, 2023 1:30 PM*

#### 43. No subject

*Jan 27, 2023 10:22 AM*

**Question:** 14. Section 7.1.5- will county consider a limit here or the ability to charge for additional?

*Jan 27, 2023 10:22 AM*

**Answered by Mandy Mullins:** No. The County charges each residential customer for each garbage cart that is set out by the customer. The contractor is paid based on the number and size of these carts. The Contractor also is paid a separate rate for the collection of the

recyclable material that is set out by each customer. The Contractor's rate for the collection of recyclable material should be set at a level that is sufficient to cover the cost of collecting multiple recycling bins from some residential customers.

*Feb 10, 2023 1:30 PM*

#### 44. No subject

*Jan 27, 2023 10:22 AM*

**Question:** 15. Section 7.1.7 – will the county remove as it conflicts section 7.1.6 due to safety of the automated collection staff.

*Jan 27, 2023 10:22 AM*

**Answered by Mandy Mullins:** No, these two sections do not conflict as they deal with different situations. Section 7.1.6 relates to overflowing garbage carts, which the contractor is not required to collect. Section 7.1.7 relates to properly prepared yellow garbage bags, which the contractor is required to collect.

*Feb 10, 2023 1:30 PM*

#### 45. No subject

*Jan 27, 2023 10:22 AM*

**Question:** 16. Section 7.3.2 will the county remove all together, this is a very dangerous and open-ended service left to interpretation, hard to capture cost that will ultimately inflate the numbers to protect chosen awardee. By removing this requirement, it will also prevent blowing of debris and the cost to clean up litter crews while loose construction material is waiting to be collected or left on the streets due to being over the limit.

*Jan 27, 2023 10:22 AM*

**Answered by Mandy Mullins:** No, the County wants residential customers to be allowed to dispose of limited amounts of construction and demolition debris, such as scrap lumber, wallboard, etc., from “do-it-yourself” projects. Loose material which is capable of being scattered by the elements should be properly contained by the resident to prevent littering.

*Feb 10, 2023 1:30 PM*

## 46. No subject

*Jan 27, 2023 10:23 AM*

**Question:** 17. Section 7.3.3 and 7.44, will the county consider removing all of these costly requirements from collection and also limiting 3 per pickup. That number seems grossly unnecessary and does nothing to align with the county's repurpose, reuse, recycle initiatives. a. Section 15.5 Prior to white goods being collected who is responsible to have Freon removed where applicable. Must they provide proof. Is this being handled currently? If so, how? Its unclear.

*Jan 27, 2023 10:23 AM*

**Answered by Mandy Mullins:** No, the County wants residential customers to be able to safely dispose of up to three (3) white goods at the curbside every other week. Freon will be safely removed at the designated disposal location by a certified professional at the County's expense.

*Feb 10, 2023 1:30 PM*

## 47. No subject

*Jan 27, 2023 10:23 AM*

**Question:** 18. Section 7.4.7 considering recent Florida statute amendments, will the county consider removing this section regarding increasing to 8yds of storm debris as a requirement of the contract.

*Jan 27, 2023 10:23 AM*

**Answered by Mandy Mullins:** For storms that are not declared an emergency or disaster, the County may require the contractor to collect an additional 8 cubic yards of debris pursuant to Section 7.4.7 of the Agreement, if necessary. The Contractor will be paid an additional fee each time the Contractor provides its services pursuant to Section 7.4.7 of the Agreement. Additional information about Section 7.4.7 is provided in the County's response to Item No. 105 below.

*Feb 10, 2023 1:30 PM*

## 48. No subject

*Jan 27, 2023 10:24 AM*

**Question:** 19. Must awarded commercial vendor replace, even if it is their own, provide new containers at the start of the commercial account?

*Jan 27, 2023 10:24 AM*

**Answered by Mandy Mullins:** Section 28.1.8 of the sample agreement states that the contractor shall provide mechanical containers to any customers that wishes to use them. Customers are allowed to own or lease containers from a third party as long as those containers are compatible with the contractor's collection vehicles. The containers provided by the contractor do not need to be new, but they need to be in good working order and comply with section 28.2.2 of the Agreement.

*Feb 10, 2023 1:30 PM*

## 49. No subject

*Jan 27, 2023 10:24 AM*

**Question:** 20. Will the county have available county owned secured sites to assist in the staging of carts and containers to be used in the transition plan, if so, please provide addresses awardee would have access too.

*Jan 27, 2023 10:24 AM*

**Answered by Mandy Mullins:** No, there are no county owned secured sites available to assist in the staging of carts and containers to be used in the transition plan.

*Feb 10, 2023 1:30 PM*

## 50. No subject

*Jan 27, 2023 10:26 AM*

**Question:** 21. Section 7.9 will the county remove requirement and pricing control of subscription area? We request subscription area and pricing in the open market be just that, open market, and ability to nonexclusive haulers to charge what they want when they want, unrelated to terms of this agreement.

*Jan 27, 2023 10:26 AM*

**Answered by Mandy Mullins:** No, the County will not revise the provisions in Section 7.9 of the Agreement that allow the County to review the Rates being charged in the Subscription Collection Area by the Contractor. However, the Agreement only applies to the Contractor's Rates. The Agreement does not govern the prices charged in the Subscription Collection Area pursuant to a non-exclusive franchise. For additional information, see the County's response to Item No. 22 above.

*Feb 10, 2023 1:30 PM*

## 51. No subject

*Jan 27, 2023 10:26 AM*

**Question:** 22. Sections of draft agreement say to deliver one cart for MSW and two bins for RCY. Section 7.1.5 it says "there is no limit to the amount of carts or bins a customer can set out" page 21. Is the contract unlimited trash and recycling based on the want of the homeowner?

*Jan 27, 2023 10:26 AM*

**Answered by Mandy Mullins:** A homeowner may Set Out multiple Garbage Carts and Recycling Bins. However, the Contractor will be paid by the County for each Garbage Cart that the homeowner uses, based on the size of each cart. The Contractor also will be paid a separate Rate for the collection of the homeowner's recyclable material.

*Feb 10, 2023 1:32 PM*

## 52. No subject

*Jan 27, 2023 10:28 AM*



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**Question:** 23. Section 8.1 “No charge services” come at a cost that ultimately are embedded in the fees to the taxpayers. Will the county remove and handle in a separate RFP?

*Jan 27, 2023 10:28 AM*

**Answered by Mandy Mullins:** No.

*Feb 10, 2023 1:32 PM*

### 53. No subject

*Jan 27, 2023 10:29 AM*

**Question:** 24. Section 10.2, will the county in the effort of safety and efficiency allow for the ability to have residential collection to start at 6am-6pm?

*Jan 27, 2023 10:29 AM*

**Answered by Mandy Mullins:** No. Curbside collection, multi-family collection, and commercial collection in areas within 150 yards of single-family dwelling unit shall begin no earlier than 7am and end no later than 6pm.

*Feb 10, 2023 1:32 PM*

### 54. No subject

*Jan 27, 2023 10:29 AM*

**Question:** 25. Please confirm any and all current rates in regard to current exclusive contract in collection of residential, trash, recycling, Yw, bulk, white goods, etc.

*Jan 27, 2023 10:29 AM*

**Answered by Mandy Mullins:** Rates per Month 20 gal. Cart 5.04 35 gal. Cart 5.17 64 gal. Cart 5.81 96 gal. Cart 6.4 Recycling 3.29 Yard Waste 4.85 Cart Fee 1.29 CNG Fuel 0.1 Additional Charges Cart Changes (est.) 15.51

*Feb 10, 2023 1:32 PM*

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## 55. No subject

*Jan 27, 2023 10:29 AM*

**Question:** 26. What has been the liquidated damages of current awarded exclusive residential hauler under existing contract term?

*Jan 27, 2023 10:29 AM*

**Answered by Mandy Mullins:** The current contract term began October 1, 2021. Since that time, \$155,254.00 in Liquidated Damages have been accrued. Of that amount, \$34,130.00 has actually been deducted from payments. The actual deductions have been less than the potential deductions because the County recognizes the unusual circumstances related to Covid-19, which caused much of the staffing outages that led to these liquidated damages. Additional information is provided in the County's response to Item No. 125 below.

*Feb 10, 2023 1:32 PM*

## 56. No subject

*Jan 27, 2023 10:30 AM*

**Question:** 27. Please provide supplied current residential routes per contract terms of existing agreement.

*Jan 27, 2023 10:30 AM*

**Answered by Mandy Mullins:** We will request these routes from our current hauler and provide them when they become available.

*Feb 10, 2023 1:32 PM*

## 57. No subject

*Jan 27, 2023 10:30 AM*

**Question:** 28. Please provide the list of most current address list referenced in 14.1 for bidding purposes.

*Jan 27, 2023 10:30 AM*

**Answered by Mandy Mullins:** See Addenda #3 (UPDATED). Address lists for residential, multi-family, and commercial were all provided.

*Feb 10, 2023 1:32 PM*

## 58. No subject

*Jan 27, 2023 10:30 AM*

**Question:** 29. Section 14.4 if county is updating list annually does that mean each home added between annual updates is required to receive free service? if not how will contractor be compensated monthly for the addition of homes it services?

*Jan 27, 2023 10:30 AM*

**Answered by Mandy Mullins:** Our community will see population increases and decreases over the course of the year. The Unit Count (i.e., the number of Garbage Carts identified in the County's assessment roll) is the number upon which the contractor's payment is calculated. The Unit Count is only updated one time per year.

*Feb 10, 2023 1:32 PM*

## 59. No subject

*Jan 27, 2023 10:32 AM*

**Question:** 30. Section 26, to be clear, county intends to only require "source separated residential" to Leveda Brown? Source separated commercial is nonexclusive and not required to be controlled and in title of the county?

*Jan 27, 2023 10:32 AM*

**Answered by Mandy Mullins:** Correct. Source separated recyclable materials collected from commercial customers are not subject to the Contractor's exclusive franchise under the Agreement. Such materials do not have to be delivered to the Levada Brown Environmental Park. The County does not take title to such materials unless they are delivered to the County.

*Feb 10, 2023 1:32 PM*

## 60. No subject

*Jan 27, 2023 10:32 AM*

**Question:** 31. 39.2 and 39.8 is it to my understanding all carts/bins, even those supplied at startup will be compensated in full to awardee monthly and ownership then transfers to the county? a. If so what formal documentation /serial numbers/ will be required? b. Taxes are applicable in addition to bid price of exhibit 3? c. Please adjust exhibit 3 to account for different chosen cart sizes.

*Jan 27, 2023 10:32 AM*

**Answered by Mandy Mullins:** The Contractor will receive a monthly payment from the County for the purchase, delivery, exchange, and maintenance of garbage carts. The Contractor will receive a separate monthly payment for providing and maintaining recycling bins. The monthly payments not intended to reimburse the Contractor for the actual costs incurred by the Contractor in a particular month. Instead, the payments will be based on the Contractor's monthly Rates, which shall be designed to recover the Contractor's costs for providing all carts and bins over the entire term of the Agreement. At the end of the Agreement, all carts and bins in service will remain the property of the County, because the County will have paid for them over the term of the Agreement. Section 35.2.8 of the Agreement identifies the documentation/serial numbers/etc. that must be reported to the County. The Contractor will be responsible for paying sales taxes and all other costs, except as otherwise expressly provided in the Agreement.

*Feb 10, 2023 1:32 PM*

## 61. No subject

*Jan 27, 2023 10:33 AM*

**Question:** 32. Under existing residential exclusive agreement please provide the annual quantity of carts: a. Stolen, b. Damaged, c. Switched out. d. If there has been any charge for these items a,b, and c what has been the charge?

*Jan 27, 2023 10:33 AM*

**Answered by Mandy Mullins:** The data readily available to the County is for cart exchanges for the last five fiscal years. From Oct. 1, 2017, through Sept 30, 2022, there were a total of 1531 cart exchanges charged to the County for a total of \$20,333.12.

*Feb 10, 2023 1:34 PM*

## 62. No subject

*Jan 27, 2023 10:33 AM*

**Question:** 33. In sections regarding personnel, please confirm the amount of management required is subject to the contractor in order to not drive-up unnecessary admin cost. This is the reason there is a bidding and performance bond in place.

*Jan 27, 2023 10:33 AM*

**Answered by Mandy Mullins:** Please note that the personnel requirements in Section 30.3 of the Agreement have been changed. The new requirements are described in the County's response to Item No. 13, above. The Contractor shall have the discretion to determine whether it wishes to exceed the minimum requirements in the Agreement concerning the District Manager, Field Supervisors, and other employees. Also note that Section 30.3 of the Agreement states that "the Contractor may use fewer Field Supervisors and otherwise deviate from the foregoing requirements with the Administrator's prior approval."

*Feb 10, 2023 1:34 PM*

## 63. No subject

*Jan 27, 2023 10:34 AM*

**Question:** 34. Section 34.1 what if customer refuses to enter into an agreement with awarded exclusive franchisee? a. What will the county/awardee do, if commercial customers are under valid agreements from previous non-exclusive franchise holders? b. Specifically, how will the county address valid compactor rental contracts that have term extending past October 2023? c. Specifically, how will the county address valid commercial or multifamily mechanical container contracts that have term extending past October 2023?

*Jan 27, 2023 10:34 AM*

**Answered by Mandy Mullins:** The currently franchised commercial collection haulers previously received notice from the County that their non-exclusive commercial franchises would not be renewed or reissued after September 30, 2023. They will not be authorized to

provide commercial collection services after September 30, 2023. Commercial customers are allowed to self-haul their waste if they so wish. Commercial customers may own their mechanical containers (e.g., compactors) or they may lease mechanical containers from a third party as long as the container or compactor is compatible with the collection vehicle utilized by the County's contractor. The Contractor will be required to provide Collection Service to Commercial Customers that own t vehicles heir compactor or lease a compactor from a third party, provided the compactor is compatible with the Contractor's Collection.

*Feb 10, 2023 1:34 PM*

## 64. No subject

*Jan 27, 2023 10:35 AM*

**Question:** 36. If a commercial customer with a compactor signs an outside agreement with a company other than awardee for a compactor, is the awardee required to haul the unit? a. Can awardee refuse, if so on what grounds? If awardee will not provide service who will?

*Jan 27, 2023 10:35 AM*

**Answered by Mandy Mullins:** The contractor is required to collect the solid waste in any compactor or mechanical container from a commercial customer which they have entered into an agreement with. Customers are allowed to lease or purchase containers from a third party. The Contractor can refuse to service the container only if the container is not compatible with the Contractor's collection equipment, or the container is Overflowing, or if it would be unsafe to service the container.

*Feb 10, 2023 1:34 PM*

## 65. No subject

*Jan 27, 2023 10:35 AM*

**Question:** 35. What is the county's reasoning for going with an exclusive commercial franchise hauler? a. Has there been documented outcries of poor service and or complaints by the commercial businesses in Alachua to motivate staff and the county commissioners to make such a change? b. If so, can the county provide documentation?

*Jan 27, 2023 10:35 AM*

**Answered by Mandy Mullins:** The County has been working towards a single franchisee for nearly four years. This question has been answered thoroughly at numerous public meetings held by the County Commission on this issue.

*Feb 10, 2023 1:34 PM*

## 66. No subject

*Jan 27, 2023 10:36 AM*

**Question:** 37. Section 38.3 will county remove the cap of 5%? If economic factors raise annual by more than 5% the cap would prevent the proper adjustment.

*Jan 27, 2023 10:36 AM*

**Answered by Mandy Mullins:** No, the County intends to keep the 5% cap.

*Feb 10, 2023 1:34 PM*

## 67. No subject

*Jan 27, 2023 10:36 AM*

**Question:** 38. What is the reasoning of continuing to charge commercial customers 10% franchise fee if exclusive commercial contractor is responsible for contracts, billing, containers, collections, etc?

*Jan 27, 2023 10:36 AM*

**Answered by Mandy Mullins:** As stated in Section 40.1 of the draft agreement, the Contractor shall pay Franchise Fees to the County in exchange for the rights and privileges granted to the Contractor pursuant to this Agreement, including the Contractor's exclusive right to provide Multi-Family Collection Services and Commercial Collection Services in the Service Area. The Franchise Fees also compensate the County for the other matters summarized in Section 1.47 of the draft agreement.

*Feb 10, 2023 1:34 PM*

## 68. No subject

*Jan 27, 2023 10:38 AM*

**Question:** 39. Will county remove section 44.3.2. Who bears the burden of proof?

*Jan 27, 2023 10:38 AM*

**Answered by Mandy Mullins:** No, the County will not remove Section 44.3.2 from the Agreement. The Contractor is obligated to comply with the notice requirements in Section 36.1 of the Agreement. The Contractor also must provide the County with proof of complying with the conditions in Sections 5.2(m) and 5.3(n) of the Agreement.

*Feb 10, 2023 1:34 PM*

## 69. No subject

*Jan 27, 2023 10:38 AM*

**Question:** 40. Section 43.3.3 What is the county's reasoning and justification of said \$4,000 per day charge for something potentially out of the contractors' hands? How was that sum calculated?

*Jan 27, 2023 10:38 AM*

**Answered by Mandy Mullins:** Section 44.2.1(b) of the Agreement makes it clear that the Contractor will not subject to administrative charges for events that are beyond the Contractor's reasonable control. In order to fulfil the obligations of the agreement, the contractor will need to have the collection vehicles available to them by the applicable Commencement Dates in 2023 and 2026. If the Contractor orders the vehicles no later than the deadlines provided in 5.2(d) and 5.3(d), but the vehicles are not delivered on time due to events beyond the Contractor's control, the Contractor would not be subject to administrative charges.

*Feb 10, 2023 1:34 PM*

## 70. No subject



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*Jan 27, 2023 10:38 AM*

**Question:** 41. What protects contractor from landscapers and home improvement contractors from placing debris at the curb under this exclusive contract?

*Jan 27, 2023 10:38 AM*

**Answered by Mandy Mullins:** A homeowner, or a homeowner's landscaper or home improvement contractor, may place debris at the homeowner's curb, but the Contractor is only required to collect two cubic yards of such material each week. Contractor is required to collect up to two cubic yards of compliant yard waste no matter the source in accordance with section 7.4 of the draft agreement.

*Feb 10, 2023 1:34 PM*

## 71. No subject

*Jan 27, 2023 10:39 AM*

**Question:** 42. Regarding YW- appears unlimited, what happens when we only collect 2-yards, what happens to the remainder (code enforcement) does it sit there, and we collect 2 yards each week until it is gone?

*Jan 27, 2023 10:39 AM*

**Answered by Mandy Mullins:** The Contractor's obligation to collect Yard Waste is not unlimited. The Contractor is only required to collect 2 cubic yards of Yard Waste each week. If a resident places 6 cubic yards of yard waste curbside, it may take up to 3 weeks to collect it. If a health and safety issue is posed by an excessive pile, then code enforcement would need to step in and require the customer to pay for a special collection or otherwise remove it from the curbside.

*Feb 10, 2023 1:37 PM*

## 72. No subject

*Jan 27, 2023 10:39 AM*

**Question:** 43. Universal area and subscription area RCY cannot be mixed? 16.6 page 32

*Jan 27, 2023 10:39 AM*

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**Answered by Mandy Mullins:** That is correct. Nor can the garbage and rubbish from these two areas be mixed. However, the County can grant relief from these requirements in appropriate circumstances, pursuant to Section 16.8 of the Agreement.

*Feb 10, 2023 1:37 PM*

### 73. No subject

*Jan 27, 2023 10:40 AM*

**Question:** 44. Will the county trim trees to allow trucks access to roads if notified by contractor? 19.3 page 34. If so in what response time? 24 hours? Prior to the next route?

*Jan 27, 2023 10:40 AM*

**Answered by Mandy Mullins:** If the County is notified that a roadway is no longer passable due to tree limbs on a county maintained roadway then the county would remedy the issue as soon as possible. If the roadway is a private road then the County will notify the affected residents that they must remedy the issue or have their collection location moved to an area which is accessible.

*Feb 10, 2023 1:37 PM*

### 74. No subject

*Jan 27, 2023 10:40 AM*

**Question:** 45. Please provide the most recently received equipment list by current exclusive residential hauler used to service the current County exclusive residential contract in place.

*Jan 27, 2023 10:40 AM*

**Answered by Mandy Mullins:** The County has not been able to locate, nor do they recall receiving, an equipment list from the current residential hauler.

*Feb 10, 2023 1:37 PM*

## 75. No subject

*Jan 27, 2023 10:41 AM*

**Question:** 46. Section 29.3- will the county remove age limit of assets used to service contract. If assets pass safety, visual, and maintenance records support positive in-service record with no DOT violations, what is the unnecessary reason and added expense to replace? Does not seem economically feasible to the taxpayers or commercial businesses

*Jan 27, 2023 10:41 AM*

**Answered by Mandy Mullins:** No, the County desires a fleet with an average age no greater than 8 years old with no single vehicle more than 10 years old.

*Feb 10, 2023 1:37 PM*

## 76. No subject

*Jan 27, 2023 10:41 AM*

**Question:** 47. Under exhibit 3, Special Collection services. What is specifically being asked labeled “Pup Truck” “per dwelling unit per month” what is this line item supposed to be a charge for? What service?

*Jan 27, 2023 10:41 AM*

**Answered by Mandy Mullins:** This is the additional monthly charge the contractor may charge to customers located on routes which require the use of a “pup truck”. Each customer being serviced with a Pup Truck must pay this additional monthly Rate. For additional information see Section 29.11 of the Agreement.

*Feb 10, 2023 1:37 PM*

## 77. No subject

*Jan 27, 2023 10:42 AM*

**Question:** 48. Please explain prefilled exhibit 6? How are we supposed to enter our rates? Are you requiring awardee to agree to those rates/compensation structure?

*Jan 27, 2023 10:42 AM*

**Answered by Mandy Mullins:** These rates are set by the County. A Proposer will not be able to alter these Rates in their Proposal.

*Feb 10, 2023 1:37 PM*

## 78. No subject

*Jan 27, 2023 10:42 AM*

**Question:** 49. Revised form 9. Should this be calculated per lift? It allows for no change based on an increase in frequency. a. Form also says rates locked through 2023. I assume that's incorrect. If it is how long must rates remain locked? b. Adjust pricing to allow for containers sizes uncompacted vs compacted 2,4,6,8 and 1,2,3,4,5,6,7 times per week. c. Franchise must be included or can be billed additionally? d. What is the pup truck per unit per month charge for? What service are we expected to provide for this rate?

*Jan 27, 2023 10:42 AM*

**Answered by Mandy Mullins:** (a.) Prices are locked through September 30th, 2023. On October 1, 2023 and each October 1st thereafter, annual CPI adjustments may be made in accordance with Section 38.3 of the Agreement. (b.) The rates for mechanical containers is per cubic yard per pull. A pull could also be called a lift. Each pull or lift would be a single service. So a change in the number of pulls or lifts would be a change in frequency. You simply change the invoice to reflect how many pulls the customer gets. Since the pulls are per cubic yard you multiply the volume of the container by the rate submitted to get the different rates per container size. The same goes for disposal costs. The rate charged to the customer will vary depending on the volume of the mechanical container. For garbage carts, Revised Form 9A states that the rate is for once per week collection and that if a customer wishes to receive more frequent service, the rate for requested service shall be increased proportionately. For example, if a commercial customer using a Garbage Cart wishes to receive Collection Service for Garbage on two (2) occasions per week, the Customer shall pay the Rate for such service multiplied by two (2). (c.) The franchise fees will be a separate line item when invoiced to the customer. (d.) The pup truck charge is a service charge for the use of the smaller pup truck when a regular collection vehicle cannot safely navigate the roadway or the customer does not want such a large vehicle on their property. See Section 29.11 of the Agreement.

*Feb 10, 2023 1:37 PM*

## 79. No subject

*Jan 27, 2023 10:43 AM*

**Question:** 50. Revised form 8. Please revise to have ability to charge per container size. What about delivery fees? a. Form also says rates locked through 2023. I assume that's incorrect. If it is how long must rates remain locked? b. Adjust pricing to allow for containers sizes uncompacted vs compacted 2,4,6,8 and 1,2,3,4,5,6,7 times per week if this was intended as front load rates. c. Franchise must be included or can be billed additionally? d. What is the pup truck per unit per month charge for? What service are we expected to provide for this rate?

*Jan 27, 2023 10:43 AM*

**Answered by Mandy Mullins:** Delivery fees are only applicable in instances where a customer changes container sizes more than twice per year. See Section 28.4 of the Agreement. The delivery fees are detailed in Exhibit 6, Special Collection Services, of the Agreement. (a.) Prices are locked through September 30th, 2023. After that, annual adjustments may be made in accordance with Section 38.3. (b.) Since the pulls are per cubic yard you multiply the volume of the container by the rate submitted to get the different rates per container size. For garbage carts, form 9 states that the rate is for once per week collection and that if a customer wishes to receive more frequent service, the rate for requested service shall be increased proportionately. For example, if a customer using a Garbage Cart wishes to receive Collection Service for Garbage on two (2) occasions per week, the Customer shall pay the Rate for such service multiplied by two (2). (c.) The franchise fees are to be a separate line item when invoiced to the customer. (d.) The pup truck charge is a service charge for the use of the smaller pup truck when a regular collection vehicle cannot safely navigate the roadway or the customer does not want such a large vehicle on their property.

*Feb 10, 2023 1:37 PM*

## 80. No subject

*Jan 27, 2023 10:44 AM*

**Question:** 51. Revised form 7. a. Form also says rates locked through 2023. I assume that's incorrect. If it is how long must rates remain locked? b. Franchise must be included or can be billed additionally? c. What is the pup truck per unit per month charge for? What service are we expected to provide for this rate? d. Does a franchise fee apply? If so, what is the rate or percent and applied to what lines of business residentially? e. Are all pricing items of the form, subject to an increase prior to start date in October 2026?

*Jan 27, 2023 10:44 AM*

**Answered by Mandy Mullins:** Prices are locked through September 30th, 2023. After that, annual CPI adjustments may be made in accordance with Section 38.3 of the Agreement. For residential collection services, the Contractor will not charge a franchise fee. The pup truck charge is an additional service charge the contractor may charge to each customer for the use of the smaller pup truck when a regular collection vehicle cannot safely navigate the roadway. See Section 29.11 of the Agreement.

*Feb 10, 2023 1:37 PM*

## 81. No subject

*Jan 27, 2023 10:44 AM*

**Question:** 52. Compactor and Container rental fees adjust on many factors within our industry, no way we can forecast compactors cost and hold it for 10 years aggressively at a competitive rate for customer. If agreement gives ability to customer to contract with or without the awarded contractor, why not remove this pricing all together from the bid process?

*Jan 27, 2023 10:44 AM*

**Answered by Mandy Mullins:** The County will revise the Agreement to authorize annual CPI adjustments to the Rates for the rental of Mechanical Containers, including Compactors and dumpsters. The County also will revise the Agreement to provide for annual CPI adjustments to the Rates in Exhibits 3, 4, and 5 for Special Collection Services. More precisely, the County will revise Section 38.3 of the Agreement to read as follows: 38.3 CPI ADJUSTMENTS TO RATES Subject to the conditions herein, on October 1, 2023 and each October 1 thereafter during the term of this Agreement, the Collection component of the Rates shall be adjusted to reflect the change in the cost of Collection during the previous year due to inflation. More specifically, on October 1, 2023 and each October 1 thereafter, the Collection component of the Rates in Exhibits 3, 4, and 5 shall be adjusted by an amount that is equal to one hundred percent (100%) of the percentage change in the average Consumer Price Index (as defined in Section 1.24, above) during the most recent twelve (12) consecutive month period beginning on April 1 and ending on March 31, unless the amount of the adjustment is

otherwise limited below For example, with regard to the CPI adjustment on October 1, 2023, the relevant period will be April 1, 2022 through March 31, 2023. The percentage change in the CPI shall be determined by using the reports and values published by the U.S. Department of Labor. If the percentage change in the CPI is not available in the published reports, the percentage change in the CPI shall be calculated by using the following formula:  $PC\ CPI = \frac{CPI\ 1}{CPI\ 2} - 1.0$ , multiplied by 100 The formula also can be shown as:  $PC\ CPI = [(CPI\ 1) - 1] \times 100 \div [(CPI\ 1)]$  Where: PC CPI is the percentage change in the CPI from one year to the next; CPI 1 is the average CPI index number for the most recent year from April to March (e.g., April 2022 to March 2023); and CPI 2 is the average CPI index number for the year before CPI 1 (e.g., April 2021 to March 2022). The average CPI index number for any year shall be calculated by adding the CPI index numbers for each month during that year and then dividing the sum by 12. The annual CPI adjustments to the Collection component of the Rates in Exhibits 3, 4, and 5 shall be calculated in the manner shown in Exhibit 10. The Rates for Special Collection Services in Exhibits 3, 4, 5, and 6, and the Rates in Exhibit 3 for Garbage Carts and Recycling Bins, also shall be adjusted on October 1, 2023 and each October 1 thereafter during the term of this Agreement. The annual CPI adjustments to these Rates in Exhibits 3, 4, 5, and 6 shall be calculated in the same manner, and shall be subject to the same requirements, as the other CPI adjustments described in this Section 38.3. Notwithstanding anything else contained herein, the CPI adjustments to the Rates in a single Operating Year shall not cause any Rate to increase by an amount that exceeds five percent (5%) of the Rate in the prior Operating Year. There shall be no “catch up” adjustments to the Rates in future years (i.e., there will not be an adjustment to the Rates in the future to offset or mitigate the effect of an increase greater than the five percent (5%) “cap” in a year when the CPI adjustment would exceed five percent (5%), but for the five percent (5%) limitation contained herein). Further, the CPI adjustments shall always be equal to or greater than zero (0). Therefore, the CPI adjustments shall never result in a reduction in the Rates. If the CPI is discontinued or substantially altered, the County may select another relevant price index published by the United States government or by a reputable publisher of financial and economic indices. The Agreement shall be revised to include the changes described above. However, for the sake of efficiency and to expedite the issuance of these responses to the vendors’ questions, the revised Agreement shall not be prepared and distributed until the County has selected the Successful Proposer.

*Feb 10, 2023 1:38 PM*

## 82. No subject

*Jan 27, 2023 10:45 AM*

## EXECUTIVE SUMMARY

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**Question:** 53. Is open top roll off containers and current non-exclusive franchise holders excluded from servicing commercial or multifamily under this exclusive when it takes effect? Example currently non-exclusive franchisees may supply dumpsters for move in and out periods used for trash, recycling and or construction debris throughout the year. Will these companies be able to continue doing so if they are not awarded this commercial exclusive for: a. Trash? b. Recycling? c. YW? d. Construction Debris?

*Jan 27, 2023 10:45 AM*

**Answered by Mandy Mullins:** Garbage and rubbish are a part of the exclusive franchise for commercial properties and multi-family complexes. Bulk items, white goods, source separated recyclable materials, construction and demolition debris, and yard trash would not be a part of the exclusive franchise for commercial properties and multi-family complexes. These materials may be collected by anyone with a non-exclusive franchise that authorizes them to provide such services.

*Feb 10, 2023 1:38 PM*

### 83. No subject

*Jan 27, 2023 10:45 AM*

**Question:** 54. Addendum #3. When was that data last updated? Where did the data come from?

*Jan 27, 2023 10:45 AM*

**Answered by Mandy Mullins:** This is a combination of data from several sources including the County's commercial collection database, the property appraiser, franchise reports, and visual inspections by staff. Data is updated annually at a minimum.

*Feb 10, 2023 1:38 PM*

### 84. No subject

*Jan 27, 2023 10:46 AM*

**Question:** 55. Please clearly explain what pricing line items in all pricing forms are subject to a franchise fee, and if so, must franchise fee be embedded in our all-in monthly number, or will it be able to be added as an additional line item?

*Jan 27, 2023 10:46 AM*

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## EXECUTIVE SUMMARY

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**Answered by Mandy Mullins:** Franchise fees are intended to be a separate line item. They are not included in the Rates. Franchise fees apply to all gross billings from the collection of commercial and multi-family complex customers. Gross billings means the amount billed in the invoices sent to the Contractor's customers. This includes all amounts billed for the collection of waste materials, including the cost of providing special collection services and the cost of providing, servicing, and maintaining collection containers. Gross billings do not include disposal costs, franchise fees, or administrative charges imposed pursuant to section 44 of the sample agreement. In addition, franchise fees do not apply to billings that are based on the collection of source separated recyclable materials or source separated recovered materials.

*Feb 10, 2023 1:38 PM*

## 85. No subject

*Jan 27, 2023 11:17 AM*

**Question:** 1. Please confirm the residential house count is 24,866.

*Jan 27, 2023 11:17 AM*

**Answered by Theodore White:** The last adopted Unit Count is 24,686. As noted in the County's response to Item No. 29, above, the Unit Count is the total number of Garbage Carts used by Curbside Customers in the Universal Collection Area. The Unit Count includes the house count, plus it accounts for those residents that use multiple Garbage Carts. The Unit Count that is used by the County when paying the Contractor for Collection Services.

*Feb 10, 2023 1:38 PM*

## 86. No subject

*Jan 27, 2023 11:17 AM*

**Question:** 2. What is the current residential pricing per house per month?

*Jan 27, 2023 11:17 AM*

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**Answered by Mandy Mullins:** The costs charged to residential customers annually by the County are provided in the table below. These costs are not the same as the rates that are paid to the contractor. The rates paid to the Contractor are provided in the County's response to Item No. 54, above. Single fam - mini can \$184.73 Single fam -35 g \$210.49 Single fam -64 g \$264.56 Single fam - 96 g \$322.68

*Feb 10, 2023 1:38 PM*

### 87. No subject

*Jan 27, 2023 11:18 AM*

**Question:** 3. Since residential service does not start until 2026, will the proposers receive an annual CPI increase every year on their proposed pricing leading up to the start date?

*Jan 27, 2023 11:18 AM*

**Answered by Mandy Mullins:** Yes. CPI adjustments will be made on October 1, 2023 and each October 1st thereafter.

*Feb 10, 2023 1:38 PM*

### 88. No subject

*Jan 27, 2023 11:18 AM*

**Question:** 4. Will the County please provide a map of the subscription collection area? How many homes are currently being serviced as subscription?

*Jan 27, 2023 11:18 AM*

**Answered by Mandy Mullins:** The subscription area is the portion of the unincorporated county which is not located within the universal collection area marked in Exhibit 2 of the sample agreement. In the last quarter an average of 3,199 customers were receiving subscription collection.

*Feb 10, 2023 1:38 PM*

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## EXECUTIVE SUMMARY

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## 89. No subject

*Jan 27, 2023 11:18 AM*

**Question:** 5. Why is the subscription area included in this RFP if it is considered open market?

*Jan 27, 2023 11:18 AM*

**Answered by Mandy Mullins:** See Section 2.2 of the Agreement. On and after the Residential Commencement Date, the Contractor shall offer to provide Collection Services on a subscription basis to all of the single-family Dwelling Units in the Subscription Collection Area. The Contractor shall provide Collection Services for Garbage, Rubbish, and Source Separated Recyclable Materials to any Person in the Subscription Collection Area that agrees to pay the applicable Rate for the Collection Services. The Contractor's right to provide such services to the single-family Dwelling Units in the Subscription Collection Area is not exclusive. The specific Collection Services provided by the Contractor and the specific Rates paid by the Customers in the Subscription Service Area shall be determined through negotiations between the Contractor and the Person receiving the Collection Services.

*Feb 10, 2023 1:38 PM*

## 90. No subject

*Jan 27, 2023 11:19 AM*

**Question:** 6. If the proposer submits an original proposal on the base RFP, would the County also accept a second alternate proposal for alternate fuel options other than what is asked for in the original RFP?

*Jan 27, 2023 11:19 AM*

**Answered by Mandy Mullins:** No. Only one submittal may be submitted per proposer. No alternate proposals will be considered.

*Feb 10, 2023 1:38 PM*

## 91. No subject

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*Jan 27, 2023 11:19 AM*

**Question:** 7. Who currently owns the CNG station in Alachua County? Is it publicly accessible? Will the awarded hauler have access to the “fast fill” station? Is the “fast fill” station equipped sufficiently enough to handle a fleet of the size needed to service the County?

*Jan 27, 2023 11:19 AM*

**Answered by Mandy Mullins:** The CNG station is privately owned and operated by GFL. The Contractor will need to obtain GFL’s consent to use GFL’s CNG station, or the Contractor will need to develop its own CNG station, or the Contractor will need to make arrangements with a third party to provide CNG to the Contractor.

*Feb 10, 2023 1:46 PM*

## 92. No subject

*Jan 27, 2023 11:20 AM*

**Question:** 8. How many homes are serviced by pup trucks? Will the County provide a map of the locations?

*Jan 27, 2023 11:20 AM*

**Answered by Mandy Mullins:** We will request this information from the current hauler and provide when available.

*Feb 10, 2023 1:46 PM*

## 93. No subject

*Jan 27, 2023 11:20 AM*

**Question:** 9. Who attended the Pre-bid meeting by Zoom?

*Jan 27, 2023 11:20 AM*

**Answered by Theodore White:** See Notices for released Non-Mandatory Zoom Meeting.

*Feb 10, 2023 1:46 PM*

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## 94. No subject

*Jan 27, 2023 11:21 AM*

**Question:** 10. Please confirm that this is a 10 year contract with two potential additional renewal terms of 5 years each, for a potential term of 20 years?

*Jan 27, 2023 11:21 AM*

**Answered by Mandy Mullins:** The Agreement provides for the collection of solid waste from Commercial Customers and Multi-Family Complexes from October 1, 2023 through September 30, 2033 – i.e., 10 years. The Agreement provides for the collection of solid waste and recyclable materials from residential Curbside Customers from October 1, 2023 through September 2033 – i.e., 7 years. The Agreement may be renewed twice (5 years for each renewal term) for a total of 10 additional years. See the County's response to Item No. 33, above.

*Feb 10, 2023 1:46 PM*

## 95. No subject

*Jan 27, 2023 11:21 AM*

**Question:** 11. The bond form in Exhibit 8 does not contain annual term language. Can you please confirm that the County will accept an annual bond-with renewal at the sole discretion of the surety?

*Jan 27, 2023 11:21 AM*

**Answered by Mandy Mullins:** Yes, the bond can be renewed annually, at the sole discretion of the surety, provided that notice of non-renewal is provided to the County in compliance with the requirements in the Agreement. See the County's response to Item No. 7, above.

*Feb 10, 2023 1:46 PM*

## 96. No subject

*Jan 27, 2023 11:22 AM*

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**Question:** 12. Please confirm that the subscription area, commercial accounts, and multifamily accounts each need to be serviced by a dedicated route (i.e. dedicated trucks).

*Jan 27, 2023 11:22 AM*

**Answered by Mandy Mullins:** Section 11 of the Agreement identifies the requirements for the Contractor's Routes. Section 16 of the Agreement identifies the different types of solid waste that cannot be combined, unless the Administrator grants relief pursuant to Section 16.8 of the Agreement. The Agreement does not prohibit the Contractor from combining the Garbage and Rubbish it collects from Commercial Customers with the Garbage and Rubbish it collects from Multi-Family Complexes. Consequently, a single Route could include the Collection of Garbage and Rubbish from Commercial Customers and from Multi-Family Complexes. The contractor can also combine subscription customers with commercial and multifamily accounts.

*Feb 10, 2023 1:46 PM*

## 97. No subject

*Jan 27, 2023 11:22 AM*

**Question:** 13. Will the County please provide current route maps? What are the current service days for each line of work?

*Jan 27, 2023 11:22 AM*

**Answered by Mandy Mullins:** The County does not have the current route maps. The majority of the routes are serviced on Monday and Tuesday. There are a small number of routes serviced on Wednesday and Thursday. All lines are collected on the same day.

*Feb 10, 2023 2:19 PM*

## 98. No subject

*Jan 27, 2023 11:22 AM*

**Question:** 14. How detailed should the preliminary maps be that are required to be submitted with the proposal?

*Jan 27, 2023 11:22 AM*

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**Answered by Mandy Mullins:** As detailed as necessary to convey the desired information concerning your proposal. More specifically, the preliminary Route maps should identify the Proposer's preliminary plan for providing the services required under the Agreement. Among other things, the County will use the preliminary maps to evaluate whether the Proposer will have a sufficient number of vehicles and employees to provide services in compliance with the requirements in the Agreement.

*Feb 10, 2023 1:46 PM*

## 99. No subject

*Jan 27, 2023 11:23 AM*

**Question:** 15. On page 80 of the draft contract, Section 44.4.3: An average route is approximately 1000 homes. 10 misses = 0.01% of the route. The current County contract has similar language, except the threshold is 0.05%. Would the County consider changing the threshold from a quantity number to a more reasonable percentage?

*Jan 27, 2023 11:23 AM*

**Answered by Mandy Mullins:** The County desires to maintain the current language in Section 44.4.3 of the draft agreement.

*Feb 10, 2023 1:46 PM*

## 100. No subject

*Jan 27, 2023 11:23 AM*

**Question:** 16. Some contracts in Florida use different language other than "fines" or "liquidated damages". Some withhold monies based on service standards, for example Polk County. Can this be taken into consideration and explicitly expressed with the requirement of RFP Section 7.12?

*Jan 27, 2023 11:23 AM*

**Answered by Mandy Mullins:** In Section 7.12 of the RFP, the reference to "penalties" should be broadly construed by each Proposer to include fines, liquidated damages, violations of service standards, and any other similar service problem. The County expects each Proposer to identify any and all such problems in their Proposal. As noted in Section 7.12, "a Proposer may be disqualified and their

proposal may be rejected if the Proposer's response to the requirements in . . . Chapter 12 (Litigation History) are inaccurate, incomplete, or misleading."

*Feb 10, 2023 1:46 PM*

## 101. No subject

*Jan 27, 2023 11:23 AM*

**Question:** 17. Contract pg 7 Section 1.56: Will the County consider expanding this definition to reflect that a legitimate complaint is only considered legitimate if not resolved within a certain time frame, for example 24 hours?

*Jan 27, 2023 11:23 AM*

**Answered by Mandy Mullins:** No. The legitimacy of the complaint does not change based on response time.

*Feb 10, 2023 1:46 PM*

## 102. No subject

*Jan 27, 2023 11:24 AM*

**Question:** 18. Pg 20 Section 7.1.5: Can we bill for when a residential customer has more than one cart(s)? If not, what is the incentive for the resident to buy yellow bags if they receive free extra carts?

*Jan 27, 2023 11:24 AM*

**Answered by Mandy Mullins:** No, the Contractor cannot bill a Curbside Customer in the Universal Collection Area for using multiple Garbage Carts. The County prepares a "Unit Count," which identifies the number of Garbage Carts used by each Curbside Customer in the Universal Collection Area. The Unit Count also identifies the size of each cart. The County uses the Unit Count to charge each Curbside Customer in the Universal Collection Area, based on the size and number of the carts that the Customer uses. The County also uses the Unit Count to calculate the County's payments to the Contractor, based on the size and number of the carts that are being used by the Curbside Customers in the Universal Collection Area. Thus, subject to the provisions in the Agreement, the Contractor will be paid for the Garbage Carts that the Contractor collects from Curbside Customers in the Universal Collection Area.



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Additional information about the Unit Count is provided in the County's response to Item No. 29, above. In the Subscription Collection Area, the Contractor may charge a residential customer for each Garbage Cart that the customer uses.

*Feb 10, 2023 1:46 PM*

### 103. No subject

*Jan 27, 2023 11:24 AM*

**Question:** 19. Pg. 22 Section 7.3.4: These requirements for the hauler in regards to white goods are time consuming and cumbersome, and will affect the efficiency of the route. Will the County consider requiring the resident to remove the doors of white goods instead?

*Jan 27, 2023 11:24 AM*

**Answered by Mandy Mullins:** The doors are required to be removed or taped shut by the customer. See Section 27.1.15 of the Agreement. In instances where that has not occurred the contractor is required to follow the requirements of Section 7.3.4 as a safety measure.

*Feb 10, 2023 1:46 PM*

### 104. No subject

*Jan 27, 2023 11:25 AM*

**Question:** 20. Pg 23 Sec 7.4.2: Taking pictures of before and after, asking the driver to figure out the exact address, etc, will be time consuming, slow down the route productivity, and hamper routes being run efficiently. Will the County consider the Non-Collection notice (or "tag") sufficient? Also, picking up 2 yards each time versus just tagging the pile could potentially lead to the pile continually getting added on to every week. Would the County consider changing the policy on this? Also, the "end of operating day" could conceivably after the County offices close. How do we provide notice in that situation?

*Jan 27, 2023 11:25 AM*

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**Answered by Mandy Mullins:** Providing this backup information is for the contractor's protection against unfounded claims by the resident. Collecting up to 2 cubic yards per week is what the County wants in this agreement. Notifying the County via email will result in the notice being received no matter the hour.

*Feb 10, 2023 1:47 PM*

## 105. No subject

*Jan 27, 2023 11:25 AM*

**Question:** 21. Pg 23 Sec 7.4.7: Is there additional compensation for storm debris pickup, or will the contractor be given a schedule adjustment and/or waived fines, considering it will take considerable more time to pick up? Historically, how many times has it happened during the last contract?

*Jan 27, 2023 11:25 AM*

**Answered by Mandy Mullins:** The County may exercise the option detailed in Section 7.4.7 up to three times per year. The County will pay the Contractor an additional fee each time the County exercises its right to require additional collection service pursuant to Section 7.4.7, based on the Rate that the Contractor provided in Revised Form 7A of the RFP. Depending on the degree of impact, the contractor and the County will work out a plan to ensure collection of the additional yard waste in an expeditious manner whether that be schedule adjustments, extension of operating hours, extension of operating days, etc. In the current collection agreement, residents have unlimited weekly yard trash collection. For declared storms which rise to the appropriate level, the County may bring in disaster debris contractors as allowed for in section 37.3 of the draft agreement. The Contractor is not required to collect Disaster Debris under the Agreement.

*Feb 10, 2023 1:47 PM*

## 106. No subject

*Jan 27, 2023 11:25 AM*

**Question:** 22. How many side door service customers are there?

*Jan 27, 2023 11:25 AM*

**Answered by Mandy Mullins:** According to our records, there are currently 86 side door service customers.

*Feb 10, 2023 1:47 PM*

## 107. No subject

*Jan 27, 2023 11:26 AM*

**Question:** 23. Pg 25 Sec 7.9: If subscription service is open market work, as stated in the pre-bid meeting, the market should determine the price. Will the County remove the sentence “Administrator will have the right to review....”

*Jan 27, 2023 11:26 AM*

**Answered by Mandy Mullins:** No. See the County’s response to Item No. 22, above.

*Feb 10, 2023 1:47 PM*

## 108. No subject

*Jan 27, 2023 11:26 AM*

**Question:** 24. Pg 29 Sect 12.5: What about yard debris after storms? Will the County consider amending this section to state “non storm related fluctuations”?

*Jan 27, 2023 11:26 AM*

**Answered by Mandy Mullins:** Disaster Debris will be managed pursuant to Section 37 of the Agreement. If excessive yard waste exists following a storm that is not declared an emergency or disaster, Section 7.4.7 may apply. See the County’s response to Item No. 105, above.

*Feb 10, 2023 1:47 PM*

## 109. No subject

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*Jan 27, 2023 11:26 AM*

**Question:** 25. Pg 31 Sect 14.3 & 14.4: Can the residential number be updated more frequently? Are white goods and electronics on-call or part of the every other week bulk pickup?

*Jan 27, 2023 11:26 AM*

**Answered by Mandy Mullins:** Due to the nature of non-ad valorem assessments (the funding mechanism for this program) and the statutory procedures in utilizing them, the house count and the Unit Count will only be updated once per year. Bulk items and white goods are part of the every other week pickup. There is not currently a separate collection program for electronics.

*Feb 10, 2023 1:47 PM*

### 110. No subject

*Jan 27, 2023 11:27 AM*

**Question:** 26. Pg 34 Sect 19.6: The contractor cannot be responsible for normal wear and tear. For example, the contractor cannot be responsible for grading limerock or dirt roads. Would the County consider adding clarification language to this section?

*Jan 27, 2023 11:27 AM*

**Answered by Mandy Mullins:** The County agrees that the Contractor shall not be responsible for normal wear and tear on County roads. The Contractor also is not responsible for grading limerock or dirt roads. Any disputes concerning the Contractor's obligations for the repair of property damages shall be resolved by the Administrator.

*Feb 10, 2023 1:47 PM*

### 111. No subject

*Jan 27, 2023 11:27 AM*

**Question:** 27. Pg 36 Sec 21.6: If the current yard waste landfill moves to another part of the county, there is a potential financial impact. New routes may have to be established. Would the County consider using a different formula, or just going into negotiations should this happen?

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*Jan 27, 2023 11:27 AM*

**Answered by Mandy Mullins:** If a new yard waste disposal location is designated and it is more than 25 miles from the County Administration building, the collection rates may be adjusted pursuant to Section 21.6 of the Agreement.

*Feb 10, 2023 1:48 PM*

### 112. No subject

*Jan 27, 2023 11:27 AM*

**Question:** 28. Pg 43 Sec 28.1.4: If the resident damaged the cart, why is the contractor responsible financially? Would the County consider changing the language to reflect the contractor only be responsible to replace the cart if it is worn beyond repair? Can the contractor charge delivery and removal fees?

*Jan 27, 2023 11:27 AM*

**Answered by Mandy Mullins:** The flat monthly rate for the purchase, delivery, exchange, and maintenance of garbage carts is designed to pay for such instances.

*Feb 10, 2023 1:48 PM*

### 113. No subject

*Jan 27, 2023 11:28 AM*

**Question:** 28. Pg 43 Sec 28.1.4: If the resident damaged the cart, why is the contractor responsible financially? Would the County consider changing the language to reflect the contractor only be responsible to replace the cart if it is worn beyond repair? Can the contractor charge delivery and removal fees?

*Jan 27, 2023 11:28 AM*

**Answered by Mandy Mullins:** The flat monthly rate for the purchase, delivery, exchange, and maintenance of garbage carts is intended to pay the Contractor for all cart repairs and replacements, including the cost of repairing or replacing carts that are damaged by residents.

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*Feb 10, 2023 1:48 PM*

#### **114. No subject**

*Jan 27, 2023 11:28 AM*

**Question:** 29. Pg 45 Sec 28.1.8: Why are the commercial containers sold? And to whom? Would the County consider removing this language?

*Jan 27, 2023 11:28 AM*

**Answered by Mandy Mullins:** The Contractor is not required to sell its containers. However, if at some point the contractor sells the containers or scraps them, then the containers would no longer remain the property of the contractor. The language in question is intended to clarify that mechanical containers do not automatically transfer to the County at the end of the agreement.

*Feb 10, 2023 1:48 PM*

#### **115. No subject**

*Jan 27, 2023 11:28 AM*

**Question:** 30. Would the County consider purchasing carts directly in order to have the warranty without transfer?

*Jan 27, 2023 11:28 AM*

**Answered by Mandy Mullins:** No.

*Feb 10, 2023 1:48 PM*

#### **116. No subject**

*Jan 27, 2023 11:29 AM*

**Question:** 31. Pg 49 Sect 29.3: How do we submit a proposal based on diesel? Do we need the county administrator's approval prior to submittal? Or it considered an alternate proposal?

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*Jan 27, 2023 11:29 AM*

**Answered by Mandy Mullins:** Alternate proposals will not be accepted or considered. However, diesel fueled vehicles may be used until October 1, 2026. Thereafter, all the front-line vehicles used for the Collection of Garbage, Rubbish, Yard Waste, and Source Separated Recyclable Materials under this Agreement shall use compressed natural gas or electricity as their primary source of energy. Other types of alternate fuel vehicles may be approved by the County Manager, in the County Manager's sole discretion, if the County Manager determines that the use of such vehicles or fuels would be in the public interest. The County will only consider the fuel types listed in the Department of Energy's Alternative Fuels Data Center.

*Feb 10, 2023 1:48 PM*

### 117. No subject

*Jan 27, 2023 11:29 AM*

**Question:** 32. Pg 53 Sect 30: The requirement of managers and supervisors to have five year experience of over 20,000 homes AND the strongly encouraged request that they live in Alachua County potentially narrows down the hauler that qualifies to the current hauler. Would the County consider qualified experienced personnel as indicated on the resumes provided, without one or both restrictions?

*Jan 27, 2023 11:29 AM*

**Answered by Mandy Mullins:** The Contractor's managers and supervisors must meet the experience requirements in the Agreement. The Contractor also must make a good faith effort to recruit and hire employees that reside in Alachua County. This requirement applies to drivers, helpers, office staff, etc., and not just managers and supervisors. If the Contractor makes a good faith effort to find qualified local candidates but is unable to meet all of the Contractor's needs with candidates from Alachua County, then the Contractor may hire and use managers, supervisors, and other employees that live outside of the County.

*Feb 10, 2023 1:48 PM*

### 118. No subject

*Jan 27, 2023 11:29 AM*

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**Question:** 33. Pg 53 Sec 30.3: Since the initial contract starts with just commercial accounts for the first 3 years, would the County consider changing the initial requirement from 3 supervisors to one supervisor during that time? Once residential is added to the services, and the hauler puts 3 supervisors into place, will the County give a grace period for hiring purposes in the event a supervisor quits or gets promoted?

*Jan 27, 2023 11:29 AM*

**Answered by Mandy Mullins:** Please see the County's response to Item No. 13, above.

*Feb 10, 2023 1:48 PM*

## 119. No subject

*Jan 27, 2023 11:30 AM*

**Question:** 34. Pg 70 Sec 38.3: Will the County consider removing the 5% CPI cap due to the higher CPI percentages as of late? If the County leaves the 5% cap, can a "catch up" clause be included in this section?

*Jan 27, 2023 11:30 AM*

**Answered by Mandy Mullins:** No.

*Feb 10, 2023 1:48 PM*

## 120. No subject

*Jan 27, 2023 11:30 AM*

**Question:** 35. Pg 71: Will the County consider including a rate adjustment clause for "unusual cost of business" and for "increase in tipping fees", allowing the hauler to make a request?

*Jan 27, 2023 11:30 AM*

**Answered by Mandy Mullins:** The draft Agreement includes annual CPI adjustments. Additionally, the Contractor may propose contract amendments at any time. The Agreement may be amended so long as the amendment is in writing and is signed by the



## EXECUTIVE SUMMARY

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Contractor and the Commission or its designee as stated in Section 59.1 of the draft agreement. Increases in the tipping fees charged to Curbside Customers will not affect the Contractor because the County, not the Contractor, pays those tipping fees. The disposal fees paid by commercial customers and multi-family complexes will fluctuate when there are changes in the tipping fees charged at the disposal facilities. These fluctuations will be reflected in the disposal costs, which will be calculated in accordance with the formula shown in Exhibits 4 and 5 of the Agreement. Increases in the Tipping Fees paid for the disposal of Garbage and Rubbish generated by residential subscription customers will result in increased payments from the County to the Contractor pursuant to Section 39.6 of the Agreement, as revised in the manner described in the County's response to Item No. 39, above.

*Feb 10, 2023 1:48 PM*

### 121. No subject

*Jan 27, 2023 11:31 AM*

**Question:** 36. Pg 74 Sec 39.4: Can this clause be amended where the County and the Contractor are on the same playing field? As it stands, the contractor only gets three months, and the County potentially could receive in perpetuity.

*Jan 27, 2023 11:31 AM*

**Answered by Mandy Mullins:** No, the County wants to keep the clause as written.

*Feb 10, 2023 1:49 PM*

### 122. No subject

*Jan 27, 2023 11:31 AM*

**Question:** 37. Do we submit pricing including the franchise fee or without the franchise fee?

*Jan 27, 2023 11:31 AM*

**Answered by Mandy Mullins:** The rates submitted should not include franchise fees.

*Feb 10, 2023 1:49 PM*

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## EXECUTIVE SUMMARY

Request For Proposal - Annual Collection Services of Solid Waste and Recyclable Materials

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### 123. No subject

*Jan 27, 2023 11:32 AM*

**Question:** 38. Is franchise fee only on the commercial accounts?

*Jan 27, 2023 11:32 AM*

**Answered by Mandy Mullins:** Franchise fees only apply to commercial and multi-family complex accounts.

*Feb 10, 2023 1:49 PM*

### 124. No subject

*Jan 27, 2023 11:32 AM*

**Question:** 39. Pg 75 Sect 39.9: Please clarify the County's definition of "overflowing mechanical container".

*Jan 27, 2023 11:32 AM*

**Answered by Mandy Mullins:** See Section 1.76 of the sample agreement.

*Feb 10, 2023 1:49 PM*

### 125. No subject

*Jan 27, 2023 11:32 AM*

**Question:** 40. Can we request fines and liquidated damages history for the past five years?

*Jan 27, 2023 11:32 AM*

**Answered by Mandy Mullins:** The below chart shows the past 5 fiscal years liquidated damages. However, this does not reflect what was actually deducted from payments to the contractor. As consideration for the use of third party vendors following major storms and in consideration of the Covid-19 pandemic, certain damages were forgiven or offset. In Fiscal Year 2020-21, of the \$174,984.00

## EXECUTIVE SUMMARY

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deducted from payments, \$156,244.00 was later returned to account for Covid-19 related issues. Other reductions in the amounts actually deducted account for the contractor utilizing third party contractors to collect unnamed storms or other similar events. For Fiscal Year 2021-22, several month's LD reports are still being finalized and have not been included. See the County's response to Item No. 55, above. Fiscal Year Liquidated Damages Deducted from Payment 2017-18 \$ 99,175.13 \$ 44,122.36 2018-19 \$ 46,885.00 \$ 14,140.27 2019-20 \$ 44,425.00 \$ 44,525.00 2020-21 \$329,710.00 \$174,984.00 2021-22 \$135,130.00 \$ 34,130.00 \*156,244.00 later paid to account for Covid-19 related LDs

*Feb 10, 2023 1:49 PM*

### 126. No subject

*Jan 27, 2023 11:33 AM*

**Question:** 41. Pg 80 Sec 44.4.3: The previous contract had a percentage, I believe it was 5%, rather than an exact number of dwelling units missed. Would the County consider putting that back into this section and removing the exact number?

*Jan 27, 2023 11:33 AM*

**Answered by Mandy Mullins:** The County wants to keep the language of 44.4.3 the way it is currently written.

*Feb 10, 2023 1:49 PM*

### 127. No subject

*Jan 27, 2023 11:33 AM*

**Question:** 42. Pg 81 Sec 44.4.19: Will the County add language, not fining the contractor, that takes into consideration that carts can blow over in the wind, during storms, and take into consideration the logistics of the area, especially in the more rural areas of the County?

*Jan 27, 2023 11:33 AM*

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**Answered by Mandy Mullins:** The county is reasonable in applying such requirements. Section 44.4.19 is intended to apply when garbage carts, recycling bins, or yard waste containers are purposefully left in places where they obstruct driveways, alleys, streets, or roads.

*Feb 10, 2023 1:49 PM*

## 128. No subject

*Jan 27, 2023 11:33 AM*

**Question:** 43. Pg 82 Sec 44.4.28: Similar to question #41, but in regards to gates blowing open.

*Jan 27, 2023 11:33 AM*

**Answered by Mandy Mullins:** Enclosure gates should have the ability to be secured so the wind does not open them. In instances of hurricanes or similar unusually high winds opening the gates, the County would be reasonable.

*Feb 10, 2023 1:49 PM*

## 129. No subject

*Jan 27, 2023 11:34 AM*

**Question:** 44. Pg 83 Sec 45: The last paragraph of this section is not something we have seen in any other contract. It is overly broad. Is it correct that the intention of this paragraph is for the County to fine \$50,000 if the Contractor fails to perform anything, no matter how minute? This question also applies to this section, subsection (a). Would the County consider rewording this section to reflect more reasonable remedies?

*Jan 27, 2023 11:34 AM*

**Answered by Mandy Mullins:** This section does not authorize the imposition of any fines or administrative charges. This section authorizes the County to withhold up to \$50,000 in payments, on a temporary basis, until the Contractor's performance complies with the requirements in the Agreement. If any funds are withheld from the Contractor, the funds will be paid to the Contractor when the non-compliance issues are corrected.

*Feb 10, 2023 1:49 PM*

### 130. No subject

*Jan 27, 2023 11:34 AM*

**Question:** 45. Pg 84 Sec 46.3: Will the County consider removing this section? As the last few years have demonstrated, all of these hardships listed would qualify under a Force Majeure, due to the pandemic.

*Jan 27, 2023 11:34 AM*

**Answered by Mandy Mullins:** The conditions listed in 46.3 of the agreement, standing alone, do not qualify as a Force Majeure event under the Agreement. A pandemic, however, is included in the definition of Force Majeure.

*Feb 10, 2023 1:49 PM*

### 131. No subject

*Jan 27, 2023 11:35 AM*

**Question:** 46. Pg 96 Sec 59: Will the County consider including language that the contract can be amended at any time upon mutual agreement for any good reason?

*Jan 27, 2023 11:35 AM*

**Answered by Mandy Mullins:** Section 59.1 of the draft agreement allows for such amendments.

*Feb 10, 2023 1:52 PM*

### 132. No subject

*Jan 27, 2023 11:38 AM*

**Question:** 47. Would the County consider extending the deadline of proposal submittals to allow the County time to answer proposers questions, and the proposers time to process and apply the answers to the questions to their proposals?

*Jan 27, 2023 11:38 AM*

**Answered by Mandy Mullins:** No, there is a tight timeline to have the agreement in place in time for the selected contractor to hire staff and purchase any necessary equipment prior to the commercial start date of October 1, 2023.

*Feb 10, 2023 1:52 PM*

### 133. No subject

*Jan 27, 2023 12:27 PM*

**Question:** Just to confirm, hauler is not required to collect garbage or rubbish outside the trash cart(s) other than the yellow bag program?

*Jan 27, 2023 12:27 PM*

**Answered by Mandy Mullins:** Correct, the hauler is not required to collect garbage or rubbish that is placed outside the Garbage Cart(s), except for yellow bags. Of course, the Contractor must collect Bulky Waste, White Goods, and other similar items that are not required to be placed in a cart.

*Feb 10, 2023 1:52 PM*

### 134. No subject

*Jan 27, 2023 12:31 PM*

**Question:** Section 28.1.4 of the agreement indicates hauler to purchase new carts and bins. Just to confirm, "new carts and bins" are to be purchased for only new customers and or, replacement carts and bins as needed throughout the contract term and not at the start date of contract?

*Jan 27, 2023 12:31 PM*

**Answered by Mandy Mullins:** Correct. New or refurbished carts and bins are only required to be provided to new customers, or as replacements to carts and bins that are damaged or otherwise no longer usable. The Agreement does not require the Contractor to

## EXECUTIVE SUMMARY

RFP No. RFP 24-26-TW

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replace all the carts and bins in any subdivision, or all the carts and bins in the Universal Service Area, on the Residential Commencement Date.

*Feb 10, 2023 1:52 PM*

### 135. No subject

*Jan 27, 2023 12:31 PM*

**Question:** What are the County payment terms from date of each monthly invoice?

*Jan 27, 2023 12:31 PM*

**Answered by Mandy Mullins:** Payments will be made in compliance with the Florida Prompt Payment Act (section 218.70, et seq., Florida Statutes).

*Feb 10, 2023 1:52 PM*

### 136. No subject

*Jan 27, 2023 12:34 PM*

**Question:** Section 44.4.3. If hauler is permitted to collect any misses by the end of the next day, we would ask that this section be eliminated from the agreement.

*Jan 27, 2023 12:34 PM*

**Answered by Mandy Mullins:** Section 44.4.3 will be revised and clarified, but it will not be eliminated. Section 18 of the Agreement requires the Contractor to collect the waste and materials from Missed Collections by the end of the next Operating Day after the Contractor received notice from the County or the Customer. Accordingly, Section 44.4.3 will be revised to read as follows: Failure to complete a Route on the Scheduled Collection Day, but only if the Contractor also failed to complete the Route by the end of the next Operating Day after receiving written notification from the County or a Customer. A Route shall be considered incomplete if ten (10) or more Dwelling Units on the Route do not receive Collection Service on the Scheduled Collection Day. Each failure shall result in an

## EXECUTIVE SUMMARY

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assessment of One Thousand Dollars (\$1,000) per Route, per calendar day. This assessment shall be used in lieu of Section 44.4.2 in cases involving incomplete Routes.

*Feb 10, 2023 1:52 PM*

### 137. No subject

*Jan 27, 2023 12:35 PM*

**Question:** Section 44.4.16. How many days is the hauler allowed to repair or replace containers / bins?

*Jan 27, 2023 12:35 PM*

**Answered by Mandy Mullins:** Section 28.2, 28.3, and 28.4 of the Agreement details the timeframes for repairing, replacing, or exchanging containers.

*Feb 10, 2023 1:52 PM*

### 138. No subject

*Jan 27, 2023 12:38 PM*

**Question:** 44.4.28. We can not control if the user of a mechanical container closes their gates or lids. We would ask that the County delete 44.4.28.

*Jan 27, 2023 12:38 PM*

**Answered by Mandy Mullins:** Contractor is responsible for closing gates or lids, or locking any locks, only when the Contractor services the Customer's mechanical container. The Contractor is not responsible for the actions of the Customer or third parties.

*Feb 10, 2023 1:52 PM*

### 139. No subject

*Jan 27, 2023 12:42 PM*

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Request For Proposal - Annual Collection Services of Solid Waste and Recyclable Materials

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**Question:** Section 46.3. We can not control pandemics or any other unforeseen circumstances. We would ask that the County to allow this section to qualify under Force Majeure.

*Jan 27, 2023 12:42 PM*

**Answered by Mandy Mullins:** The definition of Force Majeure in Section 1.46 includes pandemics.

*Feb 10, 2023 1:52 PM*

### 140. No subject

*Jan 27, 2023 1:06 PM*

**Question:** 48. In Amendment Three, 2nd tab: Do all "comm col res data" customers that have 96 gallon or 64 gallon carts also have recycle bins? If not, will they be required to have them?

*Jan 27, 2023 1:06 PM*

**Answered by Mandy Mullins:** The collection of source separated recyclable materials from multi-family complexes is not included in this agreement. These customers are required to comply with the County's mandatory recycling ordinance, Alachua County Code Sec. 75.302.

*Feb 10, 2023 1:52 PM*

### 141. No subject

*Jan 27, 2023 1:08 PM*

**Question:** 49. Can we please be provided with the last six months of billing from the current contractor to the County?

*Jan 27, 2023 1:08 PM*

**Answered by Mandy Mullins:** Please see the uploaded PDF – 6 Month Curbside Invoices

*Feb 10, 2023 1:52 PM*

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## EXECUTIVE SUMMARY

Request For Proposal - Annual Collection Services of Solid Waste and Recyclable Materials

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## 142. No subject

*Jan 27, 2023 1:10 PM*

**Question:** 50. In Amendment Three, 1st tab: Please explain the partial quantities on containers. For example line 198, BI TAO LIAN is showing they have a quantity of .25 of a two yard container.

*Jan 27, 2023 1:10 PM*

**Answered by Mandy Mullins:** This reflects a shared container. In the instance of BI TAO LIAN this means that they are responsible for 25% of the waste in that two yard container.

*Feb 10, 2023 1:52 PM*

## 143. No subject

*Jan 27, 2023 1:14 PM*

**Question:** 51. Please specify if all waste streams must all be picked up on the same day every week, or if each waste stream can be picked on the same day of the week each week, but different days from each other.

*Jan 27, 2023 1:14 PM*

**Answered by Mandy Mullins:** Section 11.2 of the Agreement states that a curbside customer's garbage, rubbish, source separate recyclable materials and yard waste shall be collected once per week on the same day. Bulky waste and white goods are collected every other week, but on the same day as the other materials.

*Feb 10, 2023 1:52 PM*

## 144. No subject

*Jan 27, 2023 1:14 PM*

**Question:** 52. Why is the hauler responsible for rejected recycle loads? The hauler is just picking up what the residents put out.

*Jan 27, 2023 1:14 PM*

**Answered by Mandy Mullins:** If the recyclables are contaminated, they should not be collected by the contractor. See Section 75 of the Agreement. If the contents of the recycling bin or other container consists of Contaminated Recyclable Material (as defined in Section 1.25 of the Agreement), the contractor should follow the non-collection procedures detailed in section 17 of the Agreement.

*Feb 10, 2023 1:52 PM*

### 145. No subject

*Jan 27, 2023 1:37 PM*

**Question:** 53. Will the County provide a list of County-owned buildings and facilities that are expected to be serviced under this contract, and what size containers and service frequency they have?

*Jan 27, 2023 1:37 PM*

**Answered by Mandy Mullins:** Yes. The current county container information found in the franchise reports has been added to the Customer Container Information spreadsheet, which has been uploaded as part of this RFP.

*Feb 10, 2023 1:52 PM*

### 146. No subject

*Jan 27, 2023 1:52 PM*

**Question:** 54. Our surety is recommending a proposed annual form for this RFP and contract. I don't see a way to attach the form to this Question & Answer section. I will email the form to Mr. Theodore White. Does the County approve this form to be used? If the County has any modifications, can you please mark accordingly and return email to us so that we can send back to our surety? They are requesting the County approval and/or modifications before they provide a bond.

*Jan 27, 2023 1:52 PM*

**Answered by Theodore White:** The annual renewal bond was address in a previous question, as for the Proposal Bond follow the instructions and forms per the RFP.

*Feb 10, 2023 1:52 PM*

## ADDENDA & NOTICES

### ADDENDA ISSUED:

#### **Addendum #1**

*Jan 12, 2023 4:26 PM*

See the updated Forms and option to join the Pre-Proposal Meeting virtually.

Please use the [See What Changed](#) link to view all the changes made by this addendum.

#### **Addendum #2**

*Jan 17, 2023 11:04 AM*

Non-Mandatory Pre-proposal meeting Sign in Sheets

#### **Addendum #3**

*Jan 19, 2023 3:25 PM*

Question #1. Request for a list of all commercial customers within the unincorporated County to include customer name, address, container size, container type and frequency of weekly collections.

Answer #1. See attached spreadsheet.

The data represents the County's best effort at providing accurate point in time data but actual customer and container information may vary.

#### **Addendum #4**

*Feb 10, 2023 2:32 PM*

See uploaded questions and answers. See Project Documents tab, Attachments for updated Forms.

### ADDENDA ACKNOWLEDGEMENTS:

#### **5. Addendum #1**

Proposal	Confirmed	Confirmed At	Confirmed By
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## EXECUTIVE SUMMARY

RFP No. RFP 24-26-TW

### Annual Collection Services of Solid Waste and Recyclable Materials

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GFL Solid Waste Southeast, LLC	X	Jan 13, 2023 9:38 AM	Skip McCall
Waste Pro of Florida, Inc.	X	Feb 22, 2023 12:25 PM	Dayna Miller

#### 6. Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
GFL Solid Waste Southeast, LLC	X	Jan 19, 2023 1:17 PM	Skip McCall
Waste Pro of Florida, Inc.	X	Feb 22, 2023 12:25 PM	Dayna Miller

#### 7. Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
GFL Solid Waste Southeast, LLC	X	Jan 19, 2023 3:57 PM	Skip McCall
Waste Pro of Florida, Inc.	X	Feb 22, 2023 12:25 PM	Dayna Miller

#### 8. Addendum #4

Proposal	Confirmed	Confirmed At	Confirmed By
GFL Solid Waste Southeast, LLC	X	Feb 10, 2023 2:42 PM	Skip McCall
Waste Pro of Florida, Inc.	X	Feb 22, 2023 12:26 PM	Dayna Miller

NOTICES ISSUED:

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Annual Collection Services of Solid Waste and Recyclable Materials

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**Notice #1**

*Feb 2, 2023 3:06 PM*

Recorded Zoom Meeting

**Notice #2**

*Feb 22, 2023 2:11 PM*

Attached is the bid tabulation for 24-26 Annual Collection of Solid Waste.

**Notice #3**

*Feb 23, 2023 12:05 PM*

Tuesday, March 7, 2023, 10:00 a.m.

Evaluation Committee Meeting for RFP 24-26-TW Annual Collection Services of Solid Waste and Recyclable Materials

Virtually and Alachua County Administration Building, Grace Knight Conference Room, Second Floor, 12 SE 1st Street, Gainesville, FL 32601,

Join Zoom Meeting

<https://alachuacounty-us.zoom.us/j/83141856506>

Meeting ID: 831 4185 6506

One tap mobile

+13052241968,,83141856506# US

+19292056099,,83141856506# US (New York)

Dial by your location

+1 305 224 1968 US

+1 929 205 6099 US (New York)

Meeting ID: 831 4185 6506

Find your local number: <https://alachuacounty-us.zoom.us/j/ko0Vp11iz>

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## EXECUTIVE SUMMARY

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These meetings are subject to change and/or cancellation. If you have any questions regarding these meetings, please call 352.384.3090. All persons are advised that, if they decide to contest any decision made at any of these meetings, they will need a record of the proceedings and, for such purpose, they may need to ensure that verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based. If any accommodations are needed for persons with disabilities, please contact the County's Equal Opportunity Office at (352)374-5275 or (TTD) (352)-374-5284.

## EVALUATION

### PHASE 1

#### EVALUATORS

Name	Title	Agreement Accepted On
Allen Betz	Transfer Station Manager	Feb 23, 2023 12:18 PM
Charles Hobson	MRF Manager	Feb 27, 2023 4:31 PM
Patrick Irby	Waste Collection & Alternatives Manager	Feb 27, 2023 3:28 PM
Agustin Olmos	Director	Feb 23, 2023 11:45 AM
Betsy Riley	Sustainability Manager	Feb 27, 2023 1:20 PM

#### EVALUATION CRITERIA

## EXECUTIVE SUMMARY

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### Annual Collection Services of Solid Waste and Recyclable Materials

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Criteria	Description	Scoring Method	Weight (Points)
Proposer's Qualifications, Experience, and Past Performance	A. Staffing and Subcontractors B. Experience and Past Performance C. Financial Stability D. Financial Statement E. Litigation History F. Criminal Convictions/Environmental Violations	Points Based	80 (33.3% of Total)
Proposer's Plan for Providing Service to the County	A. Contractors Collection Plan B. Resources Available for the County	Points Based	65 (27.1% of Total)
Volume of Previous Work (VOW) awarded by the County	Points Provided by Procurement.	Points Based	5 (2.1% of Total)
Cost of Proposer's Services	A. Proposed Rates for Residential Collection Service B. Proposed Rates for Multi-Family Collection Service C. Proposed Rates for Commercial Collection Service	Points Based	90 (37.5% of Total)

## AGGREGATE SCORES SUMMARY

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## EXECUTIVE SUMMARY

Request For Proposal - Annual Collection Services of Solid Waste and Recyclable Materials



## EXECUTIVE SUMMARY

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Annual Collection Services of Solid Waste and Recyclable Materials

Vendor	Allen Betz	Charles Hobson	Patrick Irby	Agustin Olmos	Betsy Riley	Total Score (Max Score 240)
GFL Solid Waste Southeast, LLC	165	210	170	225	235	201
Waste Pro of Florida, Inc.	161	171	151	206	211	180

## VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Proposer's Qualifications, Experience, and Past Performance Points Based 80 Points (33.3%)	Proposer's Plan for Providing Service to the County Points Based 65 Points (27.1%)	Volume of Previous Work (VOW) awarded by the County Points Based 5 Points (2.1%)	Cost of Proposer's Services Points Based 90 Points (37.5%)	Total Score (Max Score 240)
GFL Solid Waste Southeast, LLC	62	57	0	82	201
Waste Pro of Florida, Inc.	73	57	1	49	180

## INDIVIDUAL PROPOSAL SCORES

GFL Solid Waste Southeast, LLC	
Proposer's Qualifications, Experience, and Past Performance   Points Based   80 Points (33.3%)	
Allen Betz: 40	
Charles Hobson: 65	
Patrick Irby: 55	
Agustin Olmos: 70	

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Request For Proposal - Annual Collection Services of Solid Waste and Recyclable Materials

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Betsy Riley: 80

**Proposer's Plan for Providing Service to the County | Points Based | 65 Points (27.1%)**

Allen Betz: 50

Charles Hobson: 55

Patrick Irby: 50

Agustin Olmos: 65

Betsy Riley: 65

**Volume of Previous Work (VOW) awarded by the County | Points Based | 5 Points (2.1%)**

Allen Betz: 0

\$11,951,027.40 Adjusted Fees (AF) Points AF < \$50,000 5 \$50,000< AF < \$100,000 4 \$100,000< AF < \$200,000 3 \$200,000< AF < \$300,000 2 \$300,000< AF < \$400,000 1 AF > \$400,000 0

Charles Hobson: 0

\$11,951,027.40 Adjusted Fees (AF) Points AF < \$50,000 5 \$50,000< AF < \$100,000 4 \$100,000< AF < \$200,000 3 \$200,000< AF < \$300,000 2 \$300,000< AF < \$400,000 1 AF > \$400,000 0

Patrick Irby: 0

\$11,951,027.40 Adjusted Fees (AF) Points AF < \$50,000 5 \$50,000< AF < \$100,000 4 \$100,000< AF < \$200,000 3 \$200,000< AF < \$300,000 2 \$300,000< AF < \$400,000 1 AF > \$400,000 0

Agustin Olmos: 0

\$11,951,027.40 Adjusted Fees (AF) Points AF < \$50,000 5 \$50,000< AF < \$100,000 4 \$100,000< AF < \$200,000 3 \$200,000< AF < \$300,000 2 \$300,000< AF < \$400,000 1 AF > \$400,000 0

Betsy Riley: 0

\$11,951,027.40 Adjusted Fees (AF) Points AF < \$50,000 5 \$50,000< AF < \$100,000 4 \$100,000< AF < \$200,000 3 \$200,000< AF < \$300,000 2 \$300,000< AF < \$400,000 1 AF > \$400,000 0

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EXECUTIVE SUMMARY

Request For Proposal - Annual Collection Services of Solid Waste and Recyclable Materials

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**Cost of Proposer's Services | Points Based | 90 Points (37.5%)**

Allen Betz: 75

Charles Hobson: 90

Patrick Irby: 65

Agustin Olmos: 90

Betsy Riley: 90

**Waste Pro of Florida, Inc.**

**Proposer's Qualifications, Experience, and Past Performance | Points Based | 80 Points (33.3%)**

Allen Betz: 65

Charles Hobson: 70

Patrick Irby: 75

Agustin Olmos: 80

Betsy Riley: 75

**Proposer's Plan for Providing Service to the County | Points Based | 65 Points (27.1%)**

Allen Betz: 50

like the Track ez app and truck camera system

Charles Hobson: 55

Patrick Irby: 50

Agustin Olmos: 65

EXECUTIVE SUMMARY

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Betsy Riley: 65

**Volume of Previous Work (VOW) awarded by the County | Points Based | 5 Points (2.1%)**

Allen Betz: 1

\$345,736.18 Adjusted Fees (AF) Points AF < \$50,000 5 \$50,000< AF < \$100,000 4 \$100,000< AF < \$200,000 3 \$200,000< AF < \$300,000 2 \$300,000< AF < \$400,000 1 AF > \$400,000 0

Charles Hobson: 1

\$345,736.18 Adjusted Fees (AF) Points AF < \$50,000 5 \$50,000< AF < \$100,000 4 \$100,000< AF < \$200,000 3 \$200,000< AF < \$300,000 2 \$300,000< AF < \$400,000 1 AF > \$400,000 0

Patrick Irby: 1

\$345,736.18 Adjusted Fees (AF) Points AF < \$50,000 5 \$50,000< AF < \$100,000 4 \$100,000< AF < \$200,000 3 \$200,000< AF < \$300,000 2 \$300,000< AF < \$400,000 1 AF > \$400,000 0

Agustin Olmos: 1

\$345,736.18 Adjusted Fees (AF) Points AF < \$50,000 5 \$50,000< AF < \$100,000 4 \$100,000< AF < \$200,000 3 \$200,000< AF < \$300,000 2 \$300,000< AF < \$400,000 1 AF > \$400,000 0

Betsy Riley: 1

\$345,736.18 Adjusted Fees (AF) Points AF < \$50,000 5 \$50,000< AF < \$100,000 4 \$100,000< AF < \$200,000 3 \$200,000< AF < \$300,000 2 \$300,000< AF < \$400,000 1 AF > \$400,000 0

**Cost of Proposer's Services | Points Based | 90 Points (37.5%)**

Allen Betz: 45

Charles Hobson: 45

Patrick Irby: 25

Agustin Olmos: 60

Betsy Riley: 70

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# ITA 24-26-TW Annual Collection Services of Solid Waste and Recyclable Materials

Final Audit Report

2023-03-08

Created:	2023-03-07
By:	Mandy Mullins (mmmullins@alachuacounty.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAANnVHUmNJxkfuQuCqItz0dFgVj6eI6LYZ

## "ITA 24-26-TW Annual Collection Services of Solid Waste and Recyclable Materials" History

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