

Town of Portsmouth, Rhode Island

Request For Proposal

Proposal Number P23-003

Services-Collection and Transportation of Residential Refuse, Recyclables, Yard Waste, and Bulky Waste

Addendum #1

August 23, 2022

Please attach addenda to your bid.

- 1. Question:** Does the Town have a list who have downloaded the Bid Spec on BID NET?
Response:
School Wholesale supplies LLC
Rehrig Pacific Company
Shay Enterprise
North America Procurement Council Inc PBC
Schaefer Plastics North America LLC
Otto Environmental Systems
Waste Management of Rhode Island
Mega Disposal
2 requests were for emailed bids: Toter, Republic Services
- 2. Question:** How many carts total for refuse and recycling and what is the color?
Response:
Refuse: 4,000 64-gallon, 400 90/95-gallon 400 30/32-gallon Black in color.
Recycling: 4,000 64 gallon, 400 90/95-gallon, 400 30/32-gallon Black with blue tops or all blue in color.
- 3. Question:** On page 25 what if more than 4,000 household sign up?
Response: The Town will provide selected contractor by January 2023 with a count of households. Contractor will order the specified household count carts, plus a five percent replacement, and will amortize the final count through the first five years of the contract.
- 4. Question:** Is the Town flexible on the September 9, 2022, due date?
Response: The Town will extend the bid opening until September 16, 2022.
- 5. Question:** Will the Town extend the question period for a week after the first addendum is posted?
Response: Yes, the Town will extend the question period for one week after the first addendum is posted. The first addendum will be posted on August 23, 2022 at 2 pm. Question period will end on August 30, 2022 at 2 pm.

6. **Question:** From Page 9. Can the Town specify for the “on-call weekdays” the amount of dumpster pick-ups?

Response:

Portsmouth Public Works: 20-yard open top will be once (1) per month, dumpster recycling weekly.

Sandy Point Beach: Refuse and recycling weekly starting the week before Memorial Day ending the week after Labor Day,

Seveney Complex: will be deleted.

Glen Park: Refuse and recycling weekly from June 1st to September 1st after September 1st there will be 2 more pick-ups for Refuse and Recycling until May 31st.

The Contractor will provide a per pull price for pulls more than those specified above in any given month/week.

7. **Question:** Does the Town want weekly or monthly costs on Bid Form 3?

Response: Bid Form 3 will reflect monthly cost. A new Bid Form 3 is attached to this addendum and should be used in the final bid document.

8. **Question:** From Page 37 D.2 Liquidated Damages: “The following are liquidated damages, which the Contractor agrees are not penalties, but represent a fair measure of damages which shall be incurred by the Town in the event of any of the following specific defaults by the Contractor or its agents in the requirements of this Contract. Claim of and collection of such liquidated damages shall not affect the right of the Town to claim and collect damages in excess of said liquidated damages if greater damages than those set forth below are actually incurred, or the right of the Town to claim and collect damages for non-performance by the Contractor generally or non-performance on the part of the Contractor relating to matters not set forth in this section.

The Contractor shall be verbally notified as soon as possible following each default resulting in damages. The Contractor shall be notified in writing monthly of all liquidated damages incurred during that month. The total dollar amount of liquidated damages shall be deducted by the Town when the following month's payment is made.”

Is there a way the Town could reword this section as this seems to be egregious without the contractor being able to remedy the situation within a certain amount of time?

Response: The Town will allow the Contractor forty-eight (48) hours to respond with a proposed remedy, to any of the listed violations and one (1) week to fix the issue. If the violation listed cannot be remedied in the one (1) week period than liquidated damages will be issued.

9. **Question:** Page 12 what is the Town’s intent in using the RFID technology, is the contractor to track lost or stolen containers using the RFID technology?

Response: The Town’s intent is for the Contractor to use the RFID for the delivery of the carts and provide the list to the town and not used for collection purpose or to track lost and stolen carts.

- 10. Question:** From Page 12 2nd paragraph. Can the Town please clarify this section? “The Contractor will be responsible for the replacement of non-serviceable carts. Carts that are lost, stolen, vandalized or damaged will be replaced at the Contractor's expense or at the resident's expense with prior approval from the Town.”
- Response:** The Contractor will be responsible for the replacement of any carts that are damaged due to the contractors mishandling of the carts during the collection. Carts that are lost, stolen, vandalized or damaged (not by the Contractor) will be the responsible of the Homeowner/Town.
- 11. Question:** From Page 12 3rd paragraph. “At least two times per year, once in the winter and once in the summer, the Contractor shall count all residential setouts of refuse and of recycling on each route and provide the results to the Town.” Would the Town like to take on this responsibility to save on cost?
- Response:** The Town will take on this task and the Contractor will supply the time and route schedule. This will allow the Town to check and count setouts before collection is done.
- 12. Question:** How will the Contractor be paid for Bulky Waste collection as the residents will be purchasing the sticker through the Town?
- Response:** The Contractor will invoice the Town monthly for this service.
- 13. Question:** From Page 14 C.16. **Collection of White Goods and Bulky Wastes**
All White Goods and Bulky Wastes collected in Portsmouth must have a Town designated Bulky Waste Sticker on them before they are collected by the Contractor. White Goods and Bulky Waste without a Bulky Waste Sticker in Portsmouth must be left by the Contractor with a sticker explaining why the item has been left behind affixed to the item. The Contractor must keep a log of each stop where these items have been left behind. Each appliance must have a separate Bulky Waste sticker and each couch or mattress must also have a separate Bulky Waste Sticker for collection to occur in Portsmouth.
Can the Town please clarify that this will be a 1 day per week pick or not?
- Response:** This will be conducted on a 1 day per week pick-up. The Town will provide a list 2 days before the collection to the contractor. The collection day will be a mutual agreed day between the Town and the Contractor as to what day of the week the pick-up will be conducted.
- 14. Question:** Will the Town consider less than 100% performance bond?
- Response:** No, the Town will require a 100% performance bond on all contractual obligations in the RFP.
- 15. Question:** Is the performance bond only for collection costs and not for the carts?
- Response:** No, the performance bond is for all contractual obligations in the RFP.
- 16. Question:** From Page 15 D.2 Telephone number: Will the Town accept alternate solutions for after hour messages i.e., Mobile app?
- Response:** The Town will accept alternate solutions to this section and the Contractor will need to specify the solution in his proposal.

- 17. Question:** From Page 15 D.2 Telephone number: Will the Bulky waste reference in this section be removed and the Town will be taking on responsibility?
Response: Yes, this will be removed from this section.
- 18. Question:** From Page 19. Adjustment for consumer price Index (CPI). Will the Town consider the removal of “The Town has the right to negotiate the final CPI increase of the contract price based on the budgetary process of the Town.”?
Response: Yes, the Town will remove this sentence from this section.
- 19. Question:** Does the Town want their logo on all the carts for distribution?
Response: Yes, the Town seal and “Property of the Town of Portsmouth” will need to be installed on all the carts purchased for distribution.
- 20. Question:** Will the Town require replacement carts other than the carts listed in the RFP?
Response: Yes, the Town will request 5% more carts.
Refuse (65-gallon) $4,000 \times 5\% = 200$ additional, (90/95- gallon) $400 \times 5\% = 20$ additional.
(30/32-gallon) $400 \times 5\% = 20$ additional.
Recycling: (65-gallon) $4,000 \times 5\% = 200$ additional, (90/95- gallon) $400 \times 5\% = 20$ additional
(30/32-gallon) $400 \times 5\% = 20$ additional.
- 21. Question:** From Page 26 1st paragraph. “It is understood the Town of Portsmouth reserves the right to award Proposal by item or all items to one Proposer, and further, reserves the right to reject any and all Proposals or parts thereof, to waive any informality in the Proposals received, and to accept the Proposal or parts thereof, which the Town deems to be most favorable to the best interest of the Town.” What is the Town’s intent in this section?
Response: This 1st paragraph will be removed.
- 22. Question:** From Page 12 C.10. Designated Facilities for Refuse and Recyclables: Is bulky waste to be transported to RIRRC?
Response: Yes, all bulky waste items are to be transported to RIRRC for disposal.
- 23. Question:** Can the Town have the residents write on or place stickers on the 32-gallon yard waste containers so our drivers will know that this is not refuse and is yard waste?
Response: Yes, the Town will work with the residents and contractor to address this concern.

24. Question: From Page 36 C.10. Termination for Improper Performance: “The Contractor agrees, that if at any time during the term of this Contract, the Town determines that the Contractor is negligently or incompetently performing the work in any part thereof, or is unable to the satisfaction of the Town, to perform the same, or is not complying with the direction of the Town, or is otherwise failing to perform this Contract in accordance with all of its terms and provisions, the Town may, at its election, terminate this Contract by giving thirty (30) days written notice thereof to the Contractor specifying the effective date of the termination. Upon the date specified, the Contract shall be terminated unless the Contractor, to the satisfaction of the Town, has corrected the reasons for the termination.”

Can wording be added that the Contractor has a certain amount of time to remedy the situation?

Response: The Town will add wording that when the Town determines that the Contractor is negligent or incompetent in performing the work in any part thereof, or is unable to satisfy the Town, to perform the same, or is not complying with the direction of the Town or is otherwise failing to perform this Contract in accordance with all its terms and provisions. **The contractor shall have 30 days to resolve the situation. If not resolved in 30 days,** The Town may, at its election, terminate this Contract by giving thirty (30) days written notice thereof to the Contractor specifying the effective date of the termination. Upon the date specified, the Contract shall be terminated unless the Contractor, to the satisfaction of the Town, has corrected the reasons for the termination.”

25. Question: RFP Due Date: Request that the Town extend the due date from Sept 9, 2022, to Sept 16, 2022. The RFP questions are due Aug 30 with responses to be distributed sometime afterwards. This timing does not leave adequate time to have all the involved parties review and digest the RFP responses, receive delivery confirms from the cart and truck vendors, and internally review, approve, and prepare the RFP response plan and submission. Additionally, this bid is very challenging and comes with inherent risks to put together because there are no existing statistics on current volumes and routes. As a public company, Republic Services requires specific Levels of Authority approvals to submit bids based on both the capital investment and the revenue level; the timing that has been laid out makes this very difficult and could preclude Republic from bidding.

Response: Yes, we will extend the date when bids are due, and the new date bid deadline will be **September 16,2022 at 1pm.**

26. Question: Yard Waste Collections: The RFP services include 35 weeks of Yard waste collections. As we discussed, the environmental services industry is currently challenged by the lack of Commercial Drivers; Yard Waste collections are the most challenging services to staff as they are 100% manual collections, are very labor intensive, volumes are unpredictable each week due to weather and growth patterns, and the service is not provided year-round – services are only staffed 62% of the year. Since the residents of the Town currently do not receive Yard Waste curbside collections, our suggestion is to not begin providing this service at this point and do not include the services in the RFP. The service could always be added down the road once the other Town-wide curbside services are introduced and implemented, it would be more difficult to take away once its provided to residents.

Response: The town is hoping to close the transfer station. Therefore, residents currently have Yard Waste Collect at our Transfer Station, and this service will still need to be available for Curbside Collection.

27. Question: Who is responsible for rejected loads of recycling?

Response: If the Contractor fully complies with the requirement to report addresses of contaminated carts on a weekly basis, then the Town will be responsible for rejected loads.

28. Question: When will award be made?

Response: The Bids will be presented to the Town Council at their September 26th meeting.

29. Question: Will Town consider extending proposal deadline by one or two weeks, to offer additional time for respondents to provide a comprehensive proposal after all addendums are issued?

Response: The Town will be issuing the last Addendum on August 31, 2022 and the Bids will be due on September 16, 2022, at 1pm.

30. Question: Page 9 C. GENERAL C.1. Contract Length

The Town of Portsmouth is requesting Proposals for a five-year contract beginning July 1, 2023, and expiring June 30, 2028, with the option, at the Town's sole discretion, to renew for three, one-year periods.

Will town modify this section so that the option years are of mutual consent? Suggested language" "with the option and of mutual agreement between the Town and the Contractor, to renew for three, one-year periods"

Response: The Town will add the language "The Town of Portsmouth is requesting Proposals for a five-year contract beginning July 1, 2023, and expiring June 30, 2028, with the option, with mutual agreement between the Town and the Contractor, to renew for three, one-year periods"

31. Question: C.2. Description of Service Area cites

There are currently approximately 7,000 residential household units in the Town, with roughly 2,500 participating in the Transfer Station program, and the remaining households subscribing with private haulers. The Town is estimating that roughly 4,000 households would sign up for the Town run program assuming the proposed price of the municipal program is lower than individual private hauler prices. Proposer should bid assuming 4,000 units will be serviced and provide an additional cost per residential unit over 4,000 units in 100 unit increments up to 5,000 residential households.

The RFP is requiring the vendor to provide 4000 sets of carts for this contract. In the event Will Town be responsible to procure and distribute additional carts for collection should more homes than anticipated jump on the curbside collection program?

Response: The Town will provide the selected Contractor with a count of households in January 2023 and the Contractor will be responsible for procuring and distributing the required number of carts (plus a 5% replacement carts) based on the household count provided to the Contractor by the Town. The Contractor will procure the required number of carts based on the unit price included in Proposal Form 4.

32. Question: *How did the Town arrive at the 4000-household estimation?*

Response: This is the Town's best estimate.

33. Question: *Will transfer station remain an option for resident use?*

Response: No.

34. Question: *Will residents have the option of either using the transfer station, joining the Town sponsored curbside program, or continuing with their own private service?*

Response: Residents will have the opportunity to participate in the Town's Curbside collection or continuing with their own private service.

35. Question: *Will resident have the ability to opt out in and out of the Town sponsored curbside collection program and if so, what will be the process and how will this be monitored?*

Response: The Residents will be signed up for a minimum of one (1) year and have the ability to opt in and out through the Town's Solid Waste Coordinator in subsequent years.

36. Question: *If residents do have the ability out of the program, will vendor be required remove the already distributed carts?*

Response: This will be the Town's Responsibility.

37. Question: C.3. Description of Proposed Refuse, Recycling, Yard Waste and Bulky Waste Collection Systems. All Residential Refuse collected in Portsmouth must be placed in specially printed Portsmouth PAYT bags and placed inside 64-gallon carts (a limited number of 95-gallon or 32-gallon carts will be swapped out for 64-gallon carts during the lifetime of this Contract). Bulky Waste must have a Bulky Waste Sticker and must be scheduled in advance with the Contractor. Recyclables are collected as a single stream on the same day as Residential Refuse collection in a separate 64-gallon cart. As with refuse carts, the Contractor will be responsible for inventorying up to 400 95-gallon and 32-gallon carts for swapping at homeowner's request. Contractor may store inventory at Portsmouth Transfer Station.

Please confirm that residents are required to only use official PAYT bags inside their collection carts?

Response: Yes.

38. Question: *What is the current color of the Town bags?*

Response: Orange.

39. Question: *Will vendors be required to schedule bulk waste appointments and collect payment from the residents at the time the collection appointment is made?*

Response: See question 13

40. Question: The Contractor is required to collect leaves, grass clippings, and branches less than three inches in diameter (and no more than three feet in length) weekly from April 1 to November 30, and one additional collection the second week in January. All yard waste is to be placed either in paper bags or loose in 32-gallon garbage cans or tied with twine in bundles. All yard waste material left for pickup in plastic bags (or otherwise contaminated with non-yard waste materials) will be left behind on the curbside. Collected Yard Waste will be transported to the Rhode Island Resource Recovery facility in Johnston, RI unless otherwise specified by the Contractor. Rejected loads due to contamination are the responsibility of the Contractor. Yard Waste processing and/or disposal costs are the responsibility of Portsmouth if transported to Rhode Island Resource Recovery facility in Johnston, RI.

Please confirm vendor is required to collect yard waste weekly for a period of 35 weeks each year and one week for tree collection.

Response: Yes.

41. Question: *How will contractor identify that yard waste set out curbside is from a resident on the Towns collection program vs if they are not on the Town collection program?*

Response: The Contractor will have a list of addresses for the refuse, Recyclables and Yard Waste that they are responsible for collecting.

Contractor can identify some but not all contamination through visual observation at the curb and can agree to leave any contamination curbside as well as provide Town with a list of addresses where contamination is found. However, driver would not be able to visually identify contamination that is inside paper bags or barrels. Can you please define the level of responsibility that lies with the contractor for rejected loads by including the following language to this section? "In the event a load is rejected by the Cities designated disposal site, Contractor shall alert the Town immediately and make arrangement to transport the rejected load to an alternate disposal site. Town shall be responsible for any additional transportation or disposal costs.

Response: See response to Question 27. The same procedure will apply to Yard Waste Collection.

42. Question: Page 11 C-7 states - The Contractor will be responsible for the replacement of non-serviceable carts. Carts that are lost, stolen, vandalized or damaged will be replaced at the Contractor's expense or at the resident's expense with prior approval from the Town. The Contractor will be responsible for distributing containers throughout the contract. The Town shall retain ownership of all automated refuse and recycling carts at the conclusion of the fifth year of the Contract. The Town will provide the Contractor with an adequate staging area for assembly of the carts and distribution at no cost to the Contractor and will store the excess carts on Town property.

Will Town purchase and supply and maintain a surplus inventory of spare parts and carts needed for repairs and replacement of non-serviceable carts?

Response: The Contractor will be responsible for providing 5 percent replacement carts which will be used to remedy broken carts over the term on the contract. If additional carts are required, the Contractor shall provide the Town with the cost per cart at that time. The Contractor should provide a sample of the cart manufacturer warranty as part of this bid.

43. Question: *Vendor should not bear the cost of providing replacement carts for lost, stolen or vandalized carts, will town remove this requirement.?*

Response: See Question 10.

44. Question: Page 12 - C8 - At least two times per year, once in the winter and once in the summer, the Contractor shall count all residential setouts of refuse and of recycling on each route and provide the results to the Town.

Can you please provide details of this requirement and what its purpose is?

Response: See Question 11.

Contractor is required to maintain an inventory log of all carts that have been distributed including serial numbers, therefore there will already be a running tally of all active subscribers, will Town consider removing this requirement?

Response: See Question 9.

- 45. Question:** Page 14 C11 – Items excluded from collection states: “If any of the items listed below are included with the Residential Refuse, the Contractor must not collect the excluded items, but must place a sticker in a prominent place on the excluded item. The sticker should be clearly visible and should have a checklist indicating the reason for non-collection. Stickers will be supplied by the Waste Hauler”.

The item list includes, “Refuse not placed in PAYT bag”,

Vendors can do their best to identify through cameras and visual observation carts that contain solid waste that is not in official PAYT bags however, once the cart is tipped in the truck it is considered collected. Is it the Towns intent for the driver to get out of their vehicles and look inside each cart to make sure all set out comply and tag the cart if they are not?

Response: The Contractor’s responsibility is to notify the Town of addresses and the contractor is not required to get off the truck.

- 46. Question: Page 14 D.1. Truck Sign.** Contractor is responsible for providing a sign on each Refuse, Recycling, Yard Waste, and Bulky Waste truck stating that the truck is collecting Portsmouth Refuse or Recyclables along with a customer contact telephone number in large print

Will town remove the requirement that all trucks will have to have a sign on them that specifically states Town of Portsmouth? The Contractor may have to move assigned assets around to accommodate repairs, break downs etc. during the term of the contract.

Response: A magnetic sign affixed to the cab will be ok.

- 47. Question: Page 14 D.2** All requests for missed pickups received before noon on the day of collection must be resolved on the same day. Calls concerning missed pickups received after noon must be resolved by noon the following business day.

Will town consider changing language in this section to verified residential complaints of missed collection will be recovered the same day providing the front-line vehicles are still in Town, if the collection vehicles have left Town for the day, recovery will be made the next collection day?

Response: The Town will change language “All requests for missed collection will be recovered the same day providing the front-line vehicles are still in Town, if the collection vehicles have left Town for the day, recovery will be made the next day.”

48. Question: D.7. Rejection of Material It is the Contractor's responsibility to leave behind the following: All Residential Refuse that is not in PAYT bags within the Town supplied rolling cart.

Will town revise this language to state: It is the contractor's responsibility to leave behind any visible residential refuse that is not is official PAYT bags within the Town supplied cart, in the event noncompliance is recognized through truck cameras after the cart has already been serviced, the contractor shall notify the Town the end of each service day.

Response: The Town will revise this language to state "It is the contractor's responsibility to leave behind any visible residential refuse that is not is official PAYT bags within the Town supplied cart, in the event noncompliance is recognized through truck cameras after the cart has already been serviced, the contractor shall notify the Town the end of each service day."

49. Question: Page 19 **Adjustment for Consumer Price Index (CPI)** - The contract price for the base contract shall be adjusted on July 1 in each year, beginning July 1, 2024. Contract price adjustments for renewal years shall be adjusted on July 1st of the option year. Each year beginning July 1, 2024, the then current fees may be adjusted with the basis of the discussion being the percentage change in the Consumer Price Index for Water, Sewer and Trash Collection as published by the Bureau of Labor Statistics. The Town has the right to negotiate the final CPI increase of the contract price based on the budgetary process of the Town. Said contract shall thereafter be increased or held constant yearly based upon the negotiation. The evaluation of said cost of living index, to determine any said increase, shall be determined by the Contract Administrator, provided however, that any increase due to this clause shall be subject to the limitations by Federal Law or guidelines now promulgated or in the future promulgated through the Federal, State, and Municipal Government.

Will Town revise this language in its entirety and/or at minimum remove the paragraph in this section that states– This states "The Town has the right to negotiate the final CPI increase based on the budgetary process of the City..." This can potentially void any CPI increase all together.

Response: See Question 18.

50. Question: Revised suggested language change as it pertains to CPI:

"Commencing on the date which is one (1) year after the Commencement Date of July 1, 2023, and on the same date annually thereafter (the "Adjustment Date"), the Contract price shall be automatically adjusted by a percentage equal to the annual percent change in the average Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services ("CPI"), as published by the Bureau of Labor Statistics published for the annual average for the calendar year preceding the adjustment

Response: The Town will accept this revised language.

51. Question: Page 25 Proposal form 4 – states vendors to provide pricing for “swap out cost per unit” Please clarify, is this the cost the vendor would charge the Town for each cart swap, replacement, removal and/or delivery requests after initial distribution of the of carts?

Response: Yes, this is the cost vendor would charge the Town for each swap out.

52. Question: Page 31 Contract A. General Terms and Conditions CANCELLATION OF THE CONTRACT. *With cause*, the Town of Portsmouth may cancel this contract at any time with thirty- (30) day's written notice to the Contractor. Cancellation for cause shall be at the discretion of the Town of Portsmouth and shall be, but is not limited to, failure to supply the materials, or service specified within the time allowed or within the terms, conditions, or provisions of this contract. The Contractor may not cancel this contract, except for non-payment without prior written consent of the Town of Portsmouth.

Will Town include language in this section that will allow the contractor a 30-day opportunity to cure?

Response: The Town will include language allow the Contractor a 30-day opportunity to cure.

53. Question: Page 33 C3. Indemnification The Contractor shall pay any claim, and assume the defense of any action or suit brought against the Town, its agents, employees, Councils and commissions, and thereby to indemnify and save harmless the Town, its agents, employees, Councils and commissions against and from all claims, causes of action, suits, claims and demands whatsoever, in law or in equity, losses, costs, damages, and liability of any kind arising from any act, omission or neglect of the Contractor, its agents, employees or subcontractors, in the performance of this Contract.

Will Town revise indemnification language to mutual, fault-based indemnity?

Response: The Town will not agree to this language change.

54. Question: Page 34 C.5. Contract Term - The Contractor shall commence the collection work under this Contract on July 1, 2023, and conclude work on June 30, 2028, subject to renewal by the Town at its sole discretion for up to three additional years.

Will town revise language to state that option years will be of mutual agreement between both parties?

Response: Yes, the Town will revise this language for the option years will be mutual agreement between both parties “The Contractor shall commence the collection work under this Contract on July 1, 2023, and conclude work on June 30, 2028, the option years will be of mutual agreement between both parties up to three (3) additional years?”

55. Question: Page 35 C.7 Contract Changes - The Town, by order in writing given to the Contractor, may make any reasonable order respecting a change (increase or removal) of any part of the work specified under this Contract. The Contractor shall, within 10 business days respond to the Town in writing concerning the impact of the proposed change on the Contractor, and if there is an increased responsibility, the proposed change in the Contract Price associated with the change. If the Town and the Contractor cannot reach agreement concerning the impact of the change on the Contract Price, the Town may terminate this Contract after providing 30 days written notice.

Will Town revise this section to include change requests made by the Contractor as well?

Suggested language - The Town or Contractor, by order in writing, may make any reasonable request respecting a change (increase or removal) of any part of the work specified under this Contract. The Town or Contractor shall, within 10 business days, respond in writing concerning the impact of the proposed change and the proposed change in the Contract Price associated with the change. If the City and the Contractor cannot reach agreement concerning the impact of the change on the Contract Price, the City or Contractor may terminate this Contract after providing 30 days written notice

Response: No, The Town will not change this section of the contract.

56. Question: Page 36-37 Liquidated Damages

Will Town revise the following items? If PAYT bags are required to be placed in the cart, vendors would have no way of identifying noncompliance until the carts is already serviced?

For picking up any refuse not in the Town specified Pay-As-You-Throw bags:
\$ 200.00 per occurrence.

Second violation and recurring violations of picking up refuse not in the Town specified Pay-As-You-Throw bags: \$ 500.00 per occurrence.

Response: See Question 8

57. Question: Page 38 D4 Force Majeure - Neither the Contractor nor the Town shall be liable for failure to perform if such is caused by catastrophe, riot, war, governmental order or regulation, or Act of God beyond the reasonable control of the Contractor

Will Town expand the definition of a force majeure event and in addition add language to allow the contractor the ability to request for equitable adjustment because of an occurrence of a Force Majeure Event that has increased the contractors cost of performing its obligations under this Contract?

Response: Yes, with the understanding that the Town may choose to terminate the contract if the impact is so sufficient to place an undue burden on the Town.

58. Question: The Solicitation does not allow for any type of fuel adjustment. Because of this, potential vendors would have to assume the risk of higher fuel prices than planned when we submit our bid, with no way to recover said costs. If a fuel adjustment was allowed, it would mitigate this risk for which neither of us can necessarily control.

*Would Town consider a separate fuel adjustment for this contract?
Below is suggested language you could incorporate to alleviate higher costs:*

FUEL COST ADJUSTMENTS

Contractors shall include clauses for fuel cost adjustments (escalation and de-escalation) in their proposals. The following information, at a minimum, should be provided: type(s) of fuel to be used by the Contractor's vehicles under this contract; a US Department of Energy index for each fuel (to serve as a baseline cost for fuel at the start of the contract); and the estimated number of gallons of each fuel used monthly under this contract

Response: The Town will not be including a Fuel Cost adjustment for this contract. That is why the Town is proposing the CPI for water, sewer and refuse collection which should account for fuel cost changes.

Revised Proposal Form 3 attached

PROPOSAL FORM 3:

Provision for Collection and Transport of Residential Refuse and Recyclables for Municipal Facilities and Parks

Complete the bid form by filling in prices for collection and container rental of the two sizes assuming weekly collection frequency. Note that the containers may only be serviced between 7:00 a.m. and 5:00 p.m. weekdays, or on an on-call basis.

Refuse Collection Services:

Refuse Container Rental and Collection Cost (\$)		
Capacity	Monthly Cost Per Scheduled Collection	Cost Per Unscheduled Pull
4 cubic yards		
8 cubic yards		
10 cubic yards		
20 cubic yards		

Recycling Container Rental and Collection Cost (\$)		
Capacity	Monthly Cost Per Scheduled Collection	Cost Per Unscheduled Pull
4 cubic yards		
8 Cubic yards		
10 Cubic yards		