



**ADDENDUM
CITYWIDE DUMPSTER COLLECTION SERVICES
CITY OF AUSTIN, TEXAS**

Solicitation: RFP SLW514

Addendum No: 1

Date of Addendum:

6/23/2016

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Clarifications:

- I.1 The Contract Manager in the 0400 Supplemental Purchase Provisions has been revised.
- I.2 Section 7. Hazardous Materials has been removed from the 0400 Supplemental Purchase Provisions in its entirety.
- I.3 Section 0600 Bid Sheet has been replaced with Section 0600 Bid Sheet REVISED. Proposers must use the revised sheet when submitting a proposal.
- I.4 Section 0500, Scope of Work, has been replaced in its entirety.

II. Changes to the solicitation due dates as follows:

- II.1 The proposal due date is hereby extended until 2:00 PM Thursday, July 28, 2016**

III. Questions:

Q1: Should the hazardous material language be included in Section 0400, Supplemental Purchase Provisions?

A1: No, this has been removed.

Q2: In the 0600A, Proposal Preparation Instructions, Section 7.iv.(6): Does this relate to the fleet that will be utilized under this contract or the Contractor's entire fleet?

A2: The vehicles that will be utilized under this contract.

Q3: Does the Interlocal language in the 0400, Supplemental Purchase Provisions, mean the Contractor will be forced to perform services with any interested party?

A3: General commercial contracting principles would not permit two parties to be obligated to one another if one of the parties is not in agreement. If the Contractor chooses to make their goods/services available to a third party, it must be according to the terms the City has negotiated. Language has been added to the document to make this clearer.

Q4: Are exceptions viewed unfairly on a Contractor during evaluation?

A4: Exceptions are not broken out to be scored on their own; however, if a proposal takes exception to a piece of criteria that is being evaluation, scoring could be affected. For example, if a proposal took exception to being in compliance with all regulatory requirements, the scores could be affected.

Q5: Does being within the ETJ award local presence points?

A5: No, only being within Austin Full Jurisdiction awards local presence points.

Q6: Which employees should be listed for living wages? What does "directly assigned" encompass?

A6: Directly assigned pertains to employees who solely work on the City's contract on City property. If the Contractor has no employees who meet this criteria, the company name should still be filled out on the 0815 form with N/A listed in the table.

Q7: Section 12 of the bid sheet is not included in the cost evaluation?

A7: Correct. The cost utilized to determine points awarded will be calculated with Sections 1-11.

Q8: Are the Aviation units in the first few lines of Attachment A included in this contract?

A8: No. Aviation has a separate contract for those roll-offs and dumpsters.

Q9: Is emergency cleanup included? If so, where should this be priced?

A9: This should be included in Section 9 of the bid sheet.

Q10: If a Contractor is involved in emergency cleanup, the Scope of Work mentions the Contractor needing to comply with FEMA requirements. Could the City provide those requirements?

A10: A link to the FEMA website is below to seek guidance on FEMA requirements.

<https://www.fema.gov/>

Q11: If there is an ongoing situation with improper waste being placed in a container as described in Section 6.2 of the Scope of Work, how will the Contractor be compensated for dealing with that?

A11: It would be handled on a case by case basis depending on what is in the container and what it will take to make it right. There should be a phone call to the City within 24 hours and a discussion will occur regarding cost. This is the case for all types on containers included in this Scope of Work.

Q12: In Section 4.1 of the Scope of Work, the Contractor must receive authorization from the City to switch disposal facilities. Will approval from the City be made in writing?

A12: Yes.

Q13: Will the City pay the Contractor to process recycling if the revenue doesn't cover the processing charges?

A13: Revenue is net revenue. Language has been added into the Scope.

Q14: Is it the City's intention for the Contractor to run City-designated routes?

A14: No. The Scope has been revised to add required semi-annual dedicated routes.

Q15: In the Scope of Work, Sections 4.6, if the City instructs the Contractor to use a different facility, will the City reimburse the Contractor if they undergo any additional price increases as a result of the request?

A15: Language has been added to make this upon mutual agreement.

Q16: Where is the Class 2 non-hazardous waste going now?

A16: Tesson Road, San Antonio. We have also had some pick-ups done by Texas Disposal Systems.

Q17: In the Scope of Work, Section 6.3, could the City designate time restrictions now? Are there any problem areas/areas where complaints have dictated pickup times? How many are in secured locations?

A17: A majority of the locations are not secured and will require pickup on weekdays between roughly 7:30am – 3:00pm. Language has also been added stating pickups for secure areas will be determined with the departmental contract manager.

Q18: The Contractor is required to provide the bale ties. Is there any data on the consumption of bale ties on a monthly basis?

A18: The City cannot provide any data on this.

Q19: Will the Contractor be providing the compactors and balers, or does the City own this equipment?

A19: Balers are to be provided by the Contractor. This rental and hauling cost should be included in Sections 4 and 5 of the bid sheet.

Q20: What types of installations does the City have for its compactors?

A20: Of the responses we received, the compactors are hard-wired electricals, anchored down.

Q21: Which of the containers listed have locking lids?

A21: Currently, there are approximately 15 locking containers.

Q22: Does the Contractor have to remove the compactors to clean them?

A22: Nothing physically attached to property should be removed.

Q23: Is the City requiring the Contractor to have vehicles that are equipped beyond what the manufacturer provides in order to meet the leak-proof requirement in Section 8 of the Scope of Work?

A23: The Contractor is liable to ensure no spills occur, that their vehicles are leak-proof, and that the Contractor is responsible for any and all leaks, spills and clean-up as well as liable for all damage as a result thereof.

Q24: Is the City planning to perform removal services for the special events listed? If the City has entered into discussions with any event managers, who the City talk to and when?

A24: The City has not had any discussion about performing these services. The events listed are only a general list. Where the events are "co-sponsored" by the event Organizer and the City, the Organizer has the election to either hire their own private haulers, for which the City has no information to impart to the vendors on who those are, or the Organizer elects to use the services of the City. If the services are provided by the City they are 100%. The City would then seek the services of a hauler to provide those for and through the City.

Q25: Section 10 of the bid sheet isn't clear on estimated material.

A25: This has been changed in the revised bid sheet.

Q26: Could the City remove the language regarding price adjustment approval "at its sole discretion"?

A26: This language will remain in the supplemental terms.

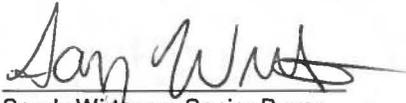
Q27: What boards and commissions will this go to?

A27: At this point, the Zero Waste Advisory Committee, Electric Utility Commission, Water and Wastewater Commission.

IV. **Additional Information:** The pre-bid sign in log is attached.

V. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Sandy Wirtanen, Senior Buyer
Purchasing Office, 512-974-7711

Date: 6/23/16

ACKNOWLEDGED BY: _____

Name

Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.

PURCHASING OFFICE MEETING SIGN-IN SHEET

RFP & Description: SLW0514 Citywide Dumpster Collection Services

Meeting Date: 6/13/2016

Buyer: Sandy Wirtanen

Place/Room: Purchasing
Conference Room

Please Print Legibly

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