

ADDENDUM 2

RESIDENTIAL SOLID WASTE COLLECTION SERVICES

This Addendum addresses various questions submitted concerning the RFP and Franchise Agreement. This Addendum must be signed and submitted with Proposal.

Q: Where, how and when was the RFQ/RFP noticed?

A. The request was first posted on the City's website, www.pcbgov.com, on November 21, 2018 and has been posted continuously on that site since that date.

Q: Can you confirm that a bidder must already be an existing service provider for this area within Bay County or the City of Panama City Beach?

A: As stated in the RFP, the City intends to award a non-exclusive franchise to each responding qualified firm who currently provides residential waste collection services in the City or unincorporated Bay County lying between the City limits and Phillips Inlet Bridge, the West Bay Bridge and the Hathaway Bridge (the "Island"). An interested firm that cannot demonstrate experience with lengthy, successful residential hauling business in the City of Panama City Beach or Island will not be considered.

Q: Is it the intention of the City to limit the number of approved service providers? If so, how many?

A: No.

Q: Can you provide the estimated quantity of residential customers inside City limits and the unincorporated residents?

A: No.

Q: Will residents be allowed to purchase multiple carts?

A: Yes.

Q: Does the city require all residents to contract with service provider?

A: An ordinance is currently pending, and scheduled for a public hearing, second reading and adoption by the City Council on December 13, 2018.

Q: Are any annual price adjustments allowed?

A: Yes.

Q: If MSW is currently flow controlled to county landfill, will they be willing to share the disposal volume?

A: City cannot speak for the County.

Q: Is the city going to help in the (non-payment) collection of residence?

A: No. The hauler will be responsible for billing and collecting payment from each customer.

Q: Does the City have an agreement with the county for the unincorporated areas to enforce the franchised agreements?

A: No. While the City anticipates that the County will amend its existing Franchise Agreement with the City to include solid waste collection, until that amendment is approved by both the City and County, City will enforce Franchises in the City limits only.

Q: What days of the week are required to service residential customers? If it is something more than Monday – Friday, will those additional days (Saturday and/or Sunday) be during peak seasons or year-round?

A: Up to hauler.

Q: Section 31. What is the definition of incident and can this be charged per day or per incident?

A: Incident is meant to refer to the act or omission described in the text immediately preceding the penalty stated. Each Section 31 subpart specifically states whether the penalty will be charged per day or per incident or both.

Q: Do you know the number of backdoor residential collection customers in the City currently?

A: No.

Q: Is the definition of “Bulk Waste” intended to include yard waste and special waste including under “Bulk Waste”?

A: Yes. However, as stated in the RFP, the City has not yet decided whether to include Yard Waste in the Franchise Agreement. If the City determines not to include it, the definition and the Franchise will be amended accordingly.

Q: Does the definition “Disaster Debris” include debris generated by tornadoes, water spouts and straight-line wind events, since none of these are named weather events, but occur frequently in our area?

A: No. The definition would not include debris generated by unnamed storms.

Q: Do you know how many homes will be subject to Scenic Corridor Collection Service?

A: No.

Q: What is the projected Commencement date?

A: January 1, 2019

Q: Section 5.2.1 states that the uniform rates and policies established by Contractor and approved by the City and evenly applied to all persons similarly situated. Does that mean our prices must match those of any other Contractors with the City?

A. No.

Q: Section 5.2.3. What criteria will the City utilize to qualify residents for Backdoor Residential Unit Collection Services?

A: The City will amend this section of the Franchise Agreement to remove the requirement of City approval.

Q: Section 5.2.3. If the contractor provides more than one pickup per week of Bulk Waste for a customer, is the contractor allowed to charge for this additional pickup?

A: Yes. This section specifically states that the Contractor may charge additional fees for providing optional Backdoor Residential Collection Services.

Q: Section 7.2. If the original location of the cart (placed by the customer) is not in a proper location (i.e. it is placed in the street or blocking of the driveway), can the customer be charged for this since our driver will have to take additional time and movement to place in the right location (i.e. off roadway and no blocking the driveway).

A: Up to hauler.

Q: Section 7.2.2. Under what circumstances will the City not approve the continued use of our existing brand and color Carts?

A: The City will not object to the continued use of a hauler's existing brand and color Carts on new Carts to be put into service under this Agreement.

Q: Section 7.2.3.3 references "Attachment E". Was this attachment inadvertently left out?

A: No. The last sentence of Section 7.2.3.3 will be struck from the Franchise Agreement.

Q: Section 8.2.8. Is the expectation of this agreement that if a complaint is received it must be resolved that day? Including complaints that are received within 2 hours of the office operations closing.

A: Resolution of the complaint should commence the same day the complaint is received, and in all cases be resolved as quickly as possible.

Q: Section 8.2.15. What other duties related to Collection Services do you anticipate?

A: None as of this writing.

Q: Section 24. If the City requires the contractor to institute a recycling program, will the City negotiate with the contractor for the additional cost to provide the program and be responsible for identifying an end market for the recyclable material and pay for the transportation cost for the recyclable materials to the end market?

A: The City does not currently have the resources to design such a program. However, when and if it does, the City's intention is that any recycling program designed by the City will be cost neutral to the hauler, but for the costs of training necessary to implement the program.

Q: Section 26 establishes insurance requirements that are more stringent than those established in the contract with the City and Panhandle Land Management. Why?

A: The City determines the insurance requirements based on the nature and scope of work contemplated by the contract. The City notes that the Workers Comp coverages required by the Franchise Agreement are more stringent than those required in the Panhandle Land Management contract in some respects, and less stringent in others.

Q: Section 34. Is the intent of the City after notification under F.S. 403.70605, to bid out the solid waste services and select one contractor to service all of the City?

A: No present determination has been made, but the City is considering that possibility.

Q: Appendix A is blank.

A: It is intended the hauler will provide a list of equipment used to perform the Residential Solid Waste Collection in the City.

Q: Is Joan Avenue really considered Scenic?

A: Yes. The list of Scenic Corridors is codified in Section 1.07.02 of the City's LDC.

Q: Is the City willing to negotiate the terms of the proposed agreement?

A: The City desires a uniform Franchise Agreement, but will tailor the Agreement to reflect the specific collection services provided by each hauler. Any other changes proposed will be submitted to the Council and all responsive haulers for acceptance.

CONTRACTOR:

By: _____

Print Name: _____

Title: _____

Date: _____