December 28, 2012

RE: Solicitation Title: Request for Proposals (RFP) for the Operation and Management of the County's Solid Waste Transfer Station
Solicitation No: BC-01-23-13-21
Opening Date: Wednesday, January 23, 2013 at 2:30 p.m. Eastern Time

ADDENDUM #2

Dear Vendor:

This letter serves as Addendum #2 for the above referenced project.

1. Attachment A, Draft Agreement, Section 3.3 Facility, subsection 3.3.1, is revised to read as follows:

   3.3.1. Contractor shall maintain and keep in good condition and repair the Transfer Station buildings (excluding the scale house), interior and exterior, including repair of any damages as well as wear and tear from normal operations. The buildings shall be maintained to the satisfaction of the Contract Manager and in accordance with the preventive maintenance program provided in Exhibit 5. Contractor shall ensure janitorial services are provided daily in heated and/or air conditioned spaces (including the scale house).

2. The following questions were submitted by vendors and the answers are provided for your consideration.

   Q1. Maintenance of buildings – p.11 and various places in the draft contract – There is language that indicates the contractor is responsible for maintenance of all buildings on the site. However, the definition of the transfer station on page 4 of the contract indicates that the scale house is excluded from the definition. Does the contractor have the obligation to maintain the scale house building? Please see the revision in this addendum.

      Answer: The Contractor does not have the obligation to maintain the scale house building; however, the Contractor will be obligated to provide janitorial services at the scale house. Please see the revision in this addendum.

   Q2. Commercial General Liability insurance – p. 18 – There is language that requires the contractor to continue the CGL policy for 3 years after the termination of the contract. This is unusual. Will the County consider deleting same?

      Answer: The County will confer with their Risk Management department and provide an answer in the next addendum.

   Q3. Professional liability insurance – p.26 – The insurance certification form references professional liability insurance but that coverage is not required in the specifications. Should this be deleted from the form?

      Answer: The County will confer with their Risk Management department and provide an answer in the next addendum.

   Q4. Waste volume to TS – p.5 of draft contract – This provides that the County will direct Acceptable Waste to the TS. What steps will the County take for enforcement of this provision?
Answer: In its solid waste collection contract, the County will designate the transfer station for delivery of solid waste, excluding segregated yard waste, recyclables, and bulky waste, and intends to enforce this provision.

Q5. Prohibited Waste – p. 5 of draft contract – The contractor is responsible for disposal fees if Prohibited Wastes are delivered to the disposal site. If the generator can be identified, can the contractor pass these costs to the generator?

Answer: As stated in Section 3.1.4 of the Draft Agreement in Attachment A, the Contractor may dispose of tires and household hazardous waste at the County’s Apalachee Solid Waste Facility for no tip fee. Fees associated with the disposal of other Prohibitive Waste will be the Contractor’s responsibility. Prohibited Waste has not been a major issue at the transfer station, but if it becomes problematic, the County will work with the Contractor to identify the source and resolve the issue.

Q6. Improvements to TS – p.8 of draft contract – This provision makes the contractor responsible for all improvements to the TS “necessary to operate efficiently”. Who makes the determination as to what improvements are required?

Answer: The successful vendor, with County approval.

Q7. Transfer Station Operation – p. 14 – Does Transfer Station Operation include the operation of the scales?

Answer: The vendor is not required to operate the scales at the scale house. However, there is another scale outside of the transfer station that is used to weigh transfer trailers to ensure they do not exceed weight limits. The vendor will be required to operate and maintain this scale.

Q8. Who is responsible for modifying the DEP operating permit?

Answer: See Section 3.7 of the Draft Agreement provided in Attachment A.

Q9. What is the disposal site for residential and commercial waste?

Answer: Currently, the County has a separate contract for transport and disposal of Class I waste, with the exception of any materials recovered at the transfer station, at the Springhill Landfill in Jackson County.

Q10. May vendors make additional visits to the facility prior to the submission of proposals?

Answer: Yes; however, all visits must be coordinated through the Leon County Purchasing Division. You may contact Shelly Kelley at kelleys@leoncountyfl.gov or Don Tobin at tobind@leoncountyfl.gov or 850-606-1600.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid. Should you have any questions, feel free to call me at (850) 606-1600.

Sincerely,

Shelly Kelley, PMP
Leon County Purchasing Director