## Questions for Waste & Recycling Services, Baker LA

- 1. What is the current rate that the City pays per unit each month? We prefer to not provide this information as it could bias the bid results.
- 2. On page 8 I. Containers, will the City consider making the requirement be new carts instead of 'like new' or 'slightly used'? By not requiring new carts it would allow a contractor to use older 'working' carts from another City/old contract of varying ages which would not look great.
  - The City currently owns the carts and is not prepared to replace this inventory. We rely on the contractor to notify us if any carts are unserviceable.
- 3. On page 8 II. Scope of Work, will the City consider changing the language in the last sentence so that the contractor replaces carts when it is due to the contractor's fault or a warranty failure? There are many situations where residents damage the carts (intentionally or not) and this is by no actions of the contractor.

  The Scope of Work will not be changed for purposes of this RFP. However, you do have
  - The Scope of Work will not be changed for purposes of this RFP. However, you do have the option of including that in the space provided for 'Alternatives to Consider'. If an alternative is included, please provide the cost of a new cart that would be charged.
- 4. On page 9 III. A. Service Provided, the scope addresses a variety of qualified waste collection but does not mention a limit, is there a limit on what each unit can put out for collection?
  - There currently is not a limit on the quantity, but please see the glossary of terms as it relates to garbage vs. bulky waste.
- 5. On page 9 III.F. Collection Equipment, would the City consider making the requirement for the vehicles to be New? If the requirement is not for new equipment, then all of the proposals will not be apples to apples and the current provider would have an unfair advantage.
  - The City doesn't feel that it can make such a requirement to independent businesses.
- 6. On page 11 IX. Term, will the City consider making the initial term 5 years instead of 3 years? The shorter the initial term causes a shorter period of time that the contractor has to allow for depreciation, etc...which drives the rates/pricing higher. The City will consider a four-year term with two one-year renewal periods. You may provide separate Price Sheets for a three year and four-year term.
- 7. On page 12 XII. B. Modification to Rates, please clarify this section; will the City grant any increases during the initial term of the contract? If not, then the contractor has to estimate increases in costs and add them in instead of actual which results in higher rates. The City may grant changes in the 3<sup>rd</sup> year of the contract period.

- 8. On page 13 5, please clarify what exactly this pertains to, especially the 'lump sum'. The 'lump sum' will be to address the timing of receipt of comparative statements and the mutual agreement of any changes, if applicable.
- 9. On page 14 XV. Breach of Contract, second paragraph, will the contractor be allowed an appeal process or a correction period prior to the City assessing liquidated damages? Normally there is a notice of liquidated damages by the Parish and the Contractor has the right to appeal before any offset.
  Yes, Contractor will be allowed time to correct as indicated in the table provided.
  - Yes, Contractor will be allowed time to correct as indicated in the table provided. Contractor will also be allowed to provide evidence that such a breach has not occurred, the time for which will be dependent on the type of breach as each is time sensitive.
- 10. On page 15 5, 6 & 7, will the City consider removing these sections or re-wording them? This deals with private property in which the Contractor is liable, and in which the bank will most likely not allow.
  - You may provide any alternatives in the space provided, but this language will not be deleted at this time. The City does not intend to take control of said equipment, facilities and records but a material breach for which termination of the contract is necessary would leave the City with no way to provide garbage/waste or recycling services. Unless these assets are purchased, the City will lease these assets and services as indicated in No. 7 until such time as other arrangements are made so that there is no disruption in service.
- 11. On the price sheet, please clarify if 'Garbage Contract' includes out of truck or cart only? Garbage Contract includes carts and bags as defined in the glossary of terms. Below is a previous question that may be helpful.
- Please clarify the difference between the Garbage Contract and the Bulky Waste Contract. Is
  the Garbage Contract cart content only and everything else would be Bulky Waste?
  City's Response Please refer to the Glossary of Terms on page 6. The garbage contract,
  preferably twice a week, would include garbage whether in containers or bags and residential
  rubbish not identified separately. Everything else is considered bulky waste.
- 12. On the price sheet, how many units are currently participating in the REC collection? Who pays for the REC program all units or only those that 'subscribe'?
  - At this time, we do not have an accurate count of those that actually participate. All residential customers are given the opportunity. The amount charged for garbage is not dependent on whether the resident actually participates or not.