

February 17, 2015

**ADDENDUM NO. 1  
IFB #Y15-167-PD  
Garbage and Recycling Carts**

The above Invitation for Bids is amended as follows:

1. Change Invitation for Bids acceptance to read: Accepted up to 2:00PM (local time), Tuesday, March 3, 2015.
2. Questions and Answers:

Question: Fully Assembled Carts:

Page 17, #8 and Page 19, #15 – both sections require the containers to be completely assembled. Page 16 #6 also calls for assembly and unloading at the County authorized Franchise Haulers local addresses. After the initial rollout, is it the County's desire to have the cart manufacturer un-load, assemble and, if required, move containers into a covered area? With the exception of one manufacturer, the majority of all other cart manufacturer's containers require at a minimum the wheels and axles to be assembled after shipment. This allows for the maximum quantity of containers to be shipped in a trailer load thus saving Orange County money on freight charges and storage space at the franchise haulers facility. After the initial rollout would Orange County please consider removing the requirement requiring the cart manufacturer to assemble and unload the containers as part of the delivery requirement?

Answer: No this shall remain as written.

Question: IPL Environmental is one of the "major players" in the manufacturing of curbside carts in North America. We are hoping you will consider removing the "made in America" clause in the bid specifications. Currently we are working on the largest contract ever in North America and we feel we could be a major asset to Orange County in providing the best quality cart in the industry. We do have a manufacturing facility in Missouri and buy all of our plastic from U.S. companies.

Answer: No this shall remain as written.

Question: Will the City hold a public bid opening? If so, will bid offers be read out loud?

Answer: The County will hold a public bid opening. The total bid amount will be read out loud.

Question: Page 7, Item 16. Florida Preference: Will Orange County offer any such preference percentage for licensed/registered Florida and/or Orange County based businesses?

Answer: This shall remain as written.

Question: Page 16, Item 6. F.O.B. Point: Once the initial delivery phase is complete, the F.O.B. point shall be to County authorized hauler s' local addresses within Orange County. The bid shall include all costs of packaging, transporting, assembly, delivery and unloading. It is normal procedure for the hauler to unload, assemble and deliver the carts after the initial roll out. We respectfully ask the County to modify the language stating assembly, delivery, and unloading be the responsibility of the Cart Vendor during roll out and that the responsibility of assembly and delivery to residents transfers to the hauler once the roll out is complete.

Answer: No this shall remain as written.

Question: Page 17, Item 8. Delivery: All requests made for carts after the initial delivery phase shall be no later than seven (7) calendar days from receipt of delivery order. Common industry delivery times for similar products are 30 days. Will the County consider allowing more than seven (7) days for carts to deliver?

Answer: No this shall remain as written.

Question: Page 19, Item 13. Payment: Under the expectation that both the vendor and County are compliant with Florida Statue 218 will the payment terms be Net 30 days of invoice / ship date? If not, can you please define the payment terms?

Answer: Payment terms will not be Net 30 but in accordance with Florida State Statute 218, Local Government Prompt Payment Act.

Question: Page19, Item 15. Assembly And/Or Placement: All goods shall be completely assembled when delivered to Orange County. It is a common industry practice for the hauler to deliver assembled carts to the resident after the initial roll out. Can you please confirm that all goods shall be completely assembled when delivered to Orange County by the manufacturer during the initial roll out process only?

Answer: No (full assembly will be required also after the initial roll out phase). All carts delivered to our Franchise Haulers after the initial roll out will need to be fully assembled. The haulers will be delivery roll carts to our residents after the initial roll out is complete.

Question: Page 19 "Warranty" – first paragraph requires vendor to repair or replace carts, and be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County. Page 21, Item 7 requires vendor responsibility for all costs associated with replacement of defective carts, including transportation and labor costs for re-deployment of replacement

carts to residences. Page 21, Item 10 requires carts to be delivered and distributed to the County as directed. Page 20, Item 1 requires vendor to cover freight costs for delivery of replacement parts to the County. Questions regarding these passages:

The County's requirements for repairing carts on site or transporting to a contractor repair site and redeployment of carts to residences, actually describe a full service cart repair/replacement service. This service is typically bid as a service contract, sometimes with new cart bids, with monthly or annual pricing (examples include Fort Worth, TX; Nashville, TN; Tampa, FL; and Washington, DC). Will the County amend the bid to request Full Service Cart Maintenance as a standalone service?

Answer: No. The warranty section will be modified as follows:

Any such defective carts shall be replaced at no cost to the County, by a cart which meets or exceeds the bid's requirements. All costs associated with the replacement of such defective carts, including transportation, delivery, assembly and unloading to the designated point within Orange County ~~labor costs for re-deployment of the replacement cart to the residence~~ shall be borne solely by the awarded vendor.

- a. Does the County require that this service be provided for the ten (10) year life of the cart warranty or only for the stated term of the contract plus renewals? See previous response
- b. If the County chooses not to bid Full Service Cart maintenance as a standalone service, would it please indicate the number of years the described services must be provided and included in the bid price for the carts themselves. See section 21(a)
- c. (page 20, Item 1) Standard cart warranties industry-wide do not cover the freight to ship replacement parts/carts to municipalities. We respectfully request that this requirement be deleted from the Warranty specifications. All freight cost associated with replacing defective carts shall be borne solely by the awarded vendor.

Question: Page 19, Item 16. Warranty: Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded vendor shall repair or replace same at no cost to the County. The industry standard is to provide a one for one replacement of broken carts and not allow for (welded) repairs to the cart. In order to protect the County, we ask that you consider adding language to ensure that a broken cart be replaced and not repaired.

Answer: Warranty section has been modified.

Question: Furthermore, it is industry standard for the manufacturer to supply parts for replacement but not to perform the repairs. We ask that the manufacturer not be responsible for the warranty repair but rather have the hauler handle repairs.

Answer: No this shall remain as written.

Question: Page 21, Item 7. Warranty: Any such defective carts shall be replaced at no cost to the County, by a cart which meets or exceeds bid's requirements. All costs associated with the replacement of such defective carts, including transportation and labor costs for re-deployment of the replacement cart to the residence shall be done solely by the awarded vendor.

We kindly ask that that labor costs for re-deployment be removed from the statement. From our understanding of the hauling contract, the hauler is responsible for maintenance of the carts and this would fall under their responsibility.

Answer: The contractor shall deliver replacement carts to the hauler and the hauler will deliver replacement carts to the residents.

Question: Page 22, Item 10. Bid Bond/Performance Bond and Payment Bond: Each bid shall be accompanied by a Certified Or Cashier's check or bid bond in a sum of \$500,000. Is a bid bond of \$500,000 required for Lot A and Lot B?

Answer: One bid bond in the amount of \$500,000 shall be submitted with each bid not one per Lot.

Question: Can you please clarify the bid bond amount desired as Attachment E/Bid Bond indicates bid bond should be for \$250,000 or 10% of bid value however page 22 states bid bond shall be in the sum of \$500,000?

Answer: See answer above. Replace Attachment E with the revised Attachment E Bid Bond included in this Addendum.

Question: Page 26 Item 22. Price Escalation/De-Escalation (PPI): Price adjustments shall be based on the latest version of the Producer Price Index (PPI). The PPI Index does not accurately measure the cost of material; therefore it is not a true measure of how increasing or decreasing material costs can affect a container's price or the contractor's cost of doing business. When evaluating price increases or decreases all cart manufacturers use an escalator or de-escalator clause that is based off of a Chem Data report or Plastics News report. These Indexes are extremely easy to follow and they provide up to date information of what is happening in the material markets along with the current costs of resin. In an effort to protect the County and each cart manufacturer as it relates to price adjustments, we ask that the County consider removing the PPI language and replace it with a standard escalator or de-escalator clause. Will the County consider price adjustments every 90 days?

EX: Should the market price of resin increase or decrease from the initial bid price, the increase/decrease will be passed on to the County after the initial order and throughout the term of the contract every 90 days.

Each bidder is to supply, with their bid, the total weight of resin used in the body and lid of each size container, the cost of resin per pound on which the bid is based and certified documentation from either Chem Data or Plastic News.

Escalation/de-escalation will be allowed only on the cost of resin relative to the weight of the container and lid. Documentation of the current cost of high-density polyethylene from an accredited index is required from the successful bidder upon the County's request.

Answer: Page 26 Item 22. Price Escalation/De-Escalation (PPI) replace with:

Price Escalation/De-Escalation

Prices for residential Roll Carts quoted in response to this Bid shall be firm for the initial minimum order amounts listed on line items 1,2,3,4, 9,10,11 and 12. Beginning with the purchase of any additional quantities from line items 5,6,7,8, 13,14,15 and 16, pricing for each Roll Cart may be revised based on the price change in HDPE resin for Large Buyer Contract prices for Medium Quality Injection Molding as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report as produced by Chemical Data (CDI), 1111 North Loop West, Suite 1140, Houston, Texas 77008. Price adjustments as a result of resin increases or decreases will only be allowed on a six months basis, and resin prices at the beginning of the six months shall be used for the entire (six month period). Adjustment periods are as follows: November CDI pricing will be utilized for orders placed in January through June.; April CDI pricing will be utilized for orders placed in July through December. There will be no more than one (1) price adjustment per period. Request for Roll Cart price changes shall be received in writing at least twenty (20) Days prior to the effective date, and are subject to written acceptance from the County by contract amendment before becoming effective. Proof of the validity of a request for a price change shall be the responsibility of the Contractor, but at a minimum the Contractor shall provide to County certified documentation including the CDI monthly report for the correct period. The County reserves the right to accept or reject any price increase(s) considered unreasonable in its sole discretion.

Question: Page 27: Item 23 – Use of Contract by other Government Agencies  
Will Orange County allow use of this contract for Government Agencies outside the state of Florida?

Answer: It is at the Option of the Contractor to extend the contract pricing, terms and conditions to any other Government Agency.

Question: Page 31. Roll Cart Production, Assembly, and Distribution Timeline:

To ensure an efficient and timely roll-out of the Assembly & Distribution can the start date be earlier than Oct 19<sup>th</sup> since Thanksgiving is during the given timeframe?

Answer: No.

Question: Can the awarded vendor start shipping products to the staging yard on Oct 1<sup>st</sup> or earlier?

Answer: No.

Question: Page 47 Item 17. Assembly and Distribution: Contractor personnel shall distribute County-provided educational and promotional material by fastening it to the Roll Cart in a County-approved, weatherproof manner at the time of distribution.

Can the County please clarify if the County will stuff the educational and promotional material in the weather proof bags or will it be the responsibility of the vendor?

Answer: County will provide material in weather proof bags.

Question: Furthermore, may we suggest the County utilize the industry standard 9 x 14 newspaper bag as the weatherproof bag.

Answer: No.

Question: Finally due to the comprehensive nature of this bid, will the County consider extending the questions deadline 5 days post addenda release date?

Answer: No this shall remain as written.

Question: Payment Terms – Please verify that initial cart order may be invoiced as they are delivered to residents, and that Additional Quantities Ordered as Needed may be invoiced as they are delivered to Franchise Hauler site(s).

Answer: Partial Payment for the value of goods received and accepted may be requested as stated within Special Terms and Conditions item 13, Payment.

Question: The County requires questions by 2/12/2015 and does not indicate the latest date for answers/addenda. We understand that the County will need time to consider answers to questions. And due to the material importance of many questions regarding issues that involve outside parties for bidders (insurance, bonding, etc.), plus the magnitude/importance of this project, we respectfully request that answers be provided at least 10 working days prior to the opening date for

Bidders to research and formulate submissions to the County. This timeframe will also allow 2 business days for on-time package delivery via overnight carrier.

Answer: See item 1. above for revised due date.

Question: Please provide the County's holiday schedule between the dates of 8/1/2015 through 12/19/2015.

Answer: Our offices are closed on Labor Day, Thanksgiving Day and the day after.

Question: Page 46, Item 17 - In order to meet the County's aggressive delivery schedule, will the County allow the contractor to unload and store carts at the County site(s) beginning at August 1 or, at the latest, September 1, 2015?

Answer: No, delivery timeline shall remain as written.

Question: Page 16, Item 2 – what licenses and permits are required?

Answer: This is to insure Contractors have obtained any required licenses to perform the services within the scope of this solicitation.

Question: Page 18, Item 9B – Will the County agree to purchase agreed upon inventory, materials and supplies that cannot be cancelled and have been ordered/restocked prior to a termination of the contract for convenience?

Answer: The County will entertain a negotiated settlement.

Question: Page 21, Item 17 – Will the County agree to allow for the Contractor to seek the County's approval in the event of a delay in the delivery of assembled roll carts after December 28, 2015 as it does prior to that date?

Answer: No, see special terms and condition (Ordering/Restocking and Delivery)

Question: Page 21, Item 17 – Will County negligence (i.e. if County gives bad address) and force majeure be allowed as an exception to delay (with liquidated damages waived) in delivery of assembled roll carts?

Answer: See "non-deliverable" definition.

Question: Page 30, Item 1 – Are liquidated damages nullified in the event of a "non-deliverable" defined in this specification?

Answer: The County will assess all circumstances on case by case basis.

Question: Page 26, Item 21c – We respectfully request mutual agreement for renegotiated pricing, and if the decision of the County or Vendor is termination/re-

solicitation, that the County terminate without penalty to either party.

Answer: See revised Special Terms and Conditions #22. Price Escalation/De-Escalation.

Question: Page 26, Item 21c – At what point will the County notify the Vendor of this quantity change?

Answer: When the vendor exceeds 50% of the estimated quantity.

Question: Page 32, Item 3 (last paragraph) – Will the County agree to allow for Contractor to seek the County's approval in the event of a delay in the schedule of more than 5 days to agree with the same provision in Section 17 of the General Terms and Conditions?

Answer: No.

Question: Page 46, Item 17 – Will the County provide staging areas that are secured by locked gates after hours and on non-working days?

Answer: Yes.

Question: Page 49 and 51 – pricing pages - Will the County provide separate blanks for pricing for Assembly and Distribution services to be presented separate from cart pricing?

Answer: No these are all inclusive.

Question: Pages 50 and 52 – Please confirm that the County will Distribute "Additional Quantities" roll carts to residents.

Answer: Additional Quantities after the initial roll out will be distributed by our Franchised Haulers.

Question: Page 16, Item 6 – does this paragraph specify the services required for all "Additional Quantities to be Ordered As Needed for the Remainder of the Contract Term"?

Answer: Yes

Question: If so, do we understand that those specific services must be included in the "Price Per Cart" on pages 50 and 52?

Answer: Yes.

Question: Does the County intend for the Contractor to Fully Assemble the carts,



or is it acceptable for carts to be shipped with all but wheels attached, then unloaded at the Franchise Site(s), with no further assembly (wheels) required?

Answer: The County intends to receive fully assembled carts upon delivery.

Question: Page 17 – Item 8, paragraph 4 – the second sentence needs clarification. Should the sentence read, “All requests made for carts after the initial delivery phase shall be delivered to the FOB point stated on page 16, Item 6 no later than seven (7) calendar days from receipt of delivery order”?

Answer: This is correct as written. The second sentence referencing the Minimum Order Amounts (Initial Orders for Lots A and B) shall be delivered as stated. All other ordered under Additional Quantities shall be delivered no later than the seven days specified.

Question: Page 33, Paragraph 1 (bottom of page) - “Ultraviolet/Color Inhibitor” requires a “package” of color and Ultraviolet inhibitor compounded together at a minimum of 1.3% by weight. Page 53 (3<sup>rd</sup> input item) insures as to the “percentage by weight of UV stabilizer added”. Please confirm that the County wants Bidders to state the percentage of color and UV “package” to match the requirement of page 33, paragraph 1?

Answer: The specifications on page 53 shall meet or exceed the minimum requirement.

Question: Page 55 – please clarify the meaning of “Chose what applies from the following”, since only one item follows as a choice.

Answer: Delete sentence ~~Chose what applies~~.

Question: Page 2, Bid Opening – will the opening be public? Since this is a Bid and not an Request for Proposal, may prices be read aloud? May attendees be allowed to review bids at the bid opening?

Answer: The Bid opening will be public and the total bid amount for each Lot will be read. Bids will be available to the public 30 days after opening or upon notice of intended action.

Question: Pages 54 and 55 – Important Note (in box) – Please confirm that the County will allow bidders to provide additions/clarifications of answers within the County’s bid forms, without contradicting or modifying the forms.

Answer: No changes, clarifications or additions are to be made to the County’s Bid forms.

Question: Page 15, Item 1A – cites pages 60 and 61, which seems to be a typographic error. Does the County mean to cite pages 59 and 60?

Answer: Correct to read pages 59 and 60.

Question: Page 26, Item 22 – requires the use of Producer Price Index (PPI) for price adjustments. However this index is slow to report and not specific to the type of resin used in roll carts, so that it becomes ineffective in reporting the real time reflection of market changes for roll cart resins. Would the County allow the use of:

- d. Indices of Plastics News and/or Chemical Data – both widely respected indices with real-time reporting of market costs for specific roll cart resins, and/or
- e. actual letters of changes from vendor's resin suppliers stating resin price adjustments and/or
- f. actual invoices to show vendors' pricing changes for resin?

Answer: See revised Special Terms and Conditions #22. Price Escalation/De-Escalation.

Question: Page 27, Item #22 – requires a cap of 4% for annual increases. With the volatility of the resin market, we respectfully request this cap be removed to protect the contractor from financial losses beyond his control.

Answer: This was removed with the revised Special Terms and Conditions #22. Price Escalation/De-Escalation.

Question: Page 30, Item #2 – Does the County desire pricing for alternatively-sized roll carts at time of bid?

Answer: No.

Question Page 32 requires a comprehensive plan for County approval. Is this plan required with Bidders' submissions by the due date/time or is it required of the contractor after the bid opening?

Answer: This plan is required after the bids have been awarded.

Question: Would the County require that Bidders provide a demonstration of cart performance prior to bid award?

Answer: No.

Question: Page 40, #4 (at top of page) – Please confirm that the County requires a completely sealed cart, with no leakage allowed from any area of the cart body, regardless of whether or not bolts are a part of the cart design.

Answer: There should be no leakage, see cart overview.

Question: Page 43, "Markings and Identification":

Item #3 some of the custom markings required cannot be raised relief molded. We request that the Contractor be allowed to coordinate the method of marking the carts with the County.

Answer: See item #3 and #4. Adjustments will be made at the option of the County.

Question: Item #5 requires hot stamps or in-mold graphics on the cart body. The preferred method for cart body markings by municipalities is hot stamping in White, which provides the most permanent marking for carts being grasped by automated arms. Furthermore, industry-wide, color graphics are deemed too costly on the cart body by customers, and raise relief molding does not allow the bidder to include any color to present logos and messages on the cart body, which does not provide visibility from any distance from the cart. Would the County require the most popular and feasible hot stamping of body markings in White?

Answer: The options in Item #5 will be used.

Question: Item #8 – Please confirm that characters in the first 4 digits of the serial number may contain stacked numbers in a character space to present the year of manufacture of carts.

Answer: The format to use is stated in item #8

Question: Page 45, Item 16, Bullet point #2 – requires testing of carts, and failure of carts may be determined. Our universal carts meet lifter compatibility requirements of ANSI Standards for Type B (semi-automated) and Type G (automated) lifters. Cart/Lifter testing is subject to operator error (such as failing to grip the cart sufficiently) and errors in lifter adjustment. We request that the vendor be allowed to witness lifter testing and comment on the process should there be a lifter/cart interface issue. Many times the lifters only need adjustment for different manufacturers' dimensions/design of carts. Before determining that the cart has failed, will the County adjust the lifter and retry the testing?

Answer: All options during this test are stated in this section.

3. All other specifications, terms and conditions remain the same.

Perry Davis  
Senior Purchasing Agent

**ACKNOWLEDGEMENT OF ADDENDA**

a. The bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid.

b. Receipt acknowledged by:

\_\_\_\_\_

\_\_\_\_\_

Authorized Signer

Date Signed

\_\_\_\_\_

Title

\_\_\_\_\_

Name of Bidder

**Attachment E**  
**BID BOND**

BOND NUMBER \_\_\_\_\_

STATE OF FLORIDA)  
SS  
COUNTY OF ORANGE)

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as Surety, are held firmly bound unto  
Orange County, Florida, in the penal sum of: \$500,000 \_\_\_\_\_

\_\_\_\_\_ Dollars (Ten percent {10%} of base bid if no amount  
entered)

**Five Hundred Thousand Dollars**

lawful money of the United States, for the payment of which sum well and truly to be made, we bound ourselves, our  
heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that whereas the Principal has submitted the attached Bid,  
dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for a Contract entitled: **Garbage and Recycling Carts, IFB Y5-167-  
PD.**

**NOW THEREFORE**, if the Principal shall withdraw said Bid prior to the date of opening the same, or shall within  
ten (10) days after the prescribed forms are presented to him for signature, enter in a written Contract with Orange  
County, Florida, in accordance with the Bid as accepted, and give a Performance Bond and a Payment Bond with  
good and sufficient Surety or sureties as may be required, for the faithful performance and proper fulfillment of such  
Contract and for prompt payment of all persons furnishing labor or materials in connection therewith, or in the event  
of the failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay the  
County the difference between the amount specified in said Bid and the amount for which the County may procure  
the required work and/or supplies, provided the latter amount to be in excess of the former, then the above obligations  
shall be void and of no effect; otherwise to remain in full force and virtue.

**IN WITNESS WHEREOF**, the above written parties have executed this instrument under their several seals this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being affixed and these  
presents duly signed by its undersigned, pursuant to authority of its governing body.

**CONTRACTOR-PRINCIPAL:**

**SURETY:**

\_\_\_\_\_  
NAME OF BUSINESS ENTITY

\_\_\_\_\_  
NAME OF SURETY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE: SURETY AGENT

(SEAL)

(SEAL)

\_\_\_\_\_  
TYPE NAME AND TITLE

\_\_\_\_\_  
TYPE NAME AND TITLE

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
BUSINESS ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
TELEPHONE

Licensed Florida Insurance Agent? Yes \_\_\_\_\_ No \_\_\_\_\_

License Number: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_

\_\_\_\_\_)

SS CITY OF \_\_\_\_\_)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

\_\_\_\_\_

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

\_\_\_\_\_

as Surety, and that he has been authorized by said Surety to execute the foregoing Bid Bond on behalf of the Principal (Contractor) named therein in favor of the owner.

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20 .

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Type of Identification: \_\_\_\_