

Town of Berryville

Addendum 1 for RFP# 2020-4

Responses to questions submitted by potential offerors and proposal clarifications

Questions submitted by potential offerors in BLACK

Responses from the Town in BLUE

Proposal clarifications attached

1. Page 6 – Equipment – Can the contractor use hand held GPS devices instead of truck mounted GPS. The advantage of a hand held GPS is that if a truck breaks down, the driver can jump into another truck to finish the route and still be tracked.

Handheld GPS devices conform to the requirements of the offering.

2. Page 21 – Letter of Credit – Can you please replace the letter of credit with a Performance Bond.

A performance bond may be provided in lieu of a letter of credit.

3. Page 22- The RFP states annual increases are based on CPI-U. Can you please replace the annual increase to be based on CPI-Water/Sewer/Trash. CPI – W/S/T is more reflective of our industry.

Page 22 of the offering has been amended to provide for use of the CPI-WST index for annual rate escalation. A revised page 22 of the offering is attached to this addendum.

4. Page 29 – Proposal Form - Designated Residential Multi-Family – Can you please clarify what locations are designated Residential Multi-Family. If this is for Crow’s Nest and Cambridge and is it now not part of the RFP, can you please remove this line item.

The current listing of properties to be served does not include any multi-family properties; however, the Town seeks pricing for this service in case it is determined that such a property receive collection services during the term of the contract.

5. Page 29 – Proposal Form – Curbside Recycling Collection Service – The price schedule asks for a price for 2/week Designated Recycle Commercial Service. Since the town currently does not have 2/week recycle service can you please remove these two line items or does the town plan on adding this service in the future.

The price schedule has been amended. Offers must review and utilize amended schedule when they submit their response. A revised page 29 of the offering is attached to this addendum.

6. Page 29 – Proposal Form – Disposal Fees – The RFP states that Berryville will pay Frederick County directly for trash disposal. Can you please remove the Appliance – Class A & B and Bulk/Large Item Disposal Fees under Disposal Fees. If the contractor has to pay for disposal of these items please let us know. The Collection of these items is addressed under Collection Fees.

The price schedule has been amended. Offers must review and utilize amended schedule when they submit their response. A revised page 29 of the offering is attached to this addendum.

7. Page 29 – Proposal Form – Can you please remove the Recycle Cart w/lid (35 gallon) - We would prefer the industry standard of 95/96 gallon cart/toter. In addition to the 95/96 gallon cart holding more recyclables it is also better when dealing with cardboard boxes.

The price schedule and Garbage and Appendix 2 of the Refuse, Recyclables, and Yard Waste Policy (Issuance of Toters and Bins) have been amended. Offers must review the amended documents and utilize amended schedule when they submit their response. A revised page 22 of the offering is attached to this addendum. A revised Appendix A is attached to this addendum.

Attached:

- Amended page 22
- Amended page 29 (Proposal Form)
- Amended Attachment A

Garbage and Refuse, Recyclables, and Yard Waste Policy

Appendix 2 Issuance of Toters and Bins Version 4/14/20 (amended 5/14/20)

Refuse Toters

Curbside refuse collection is provided to single-family detached dwellings, duplexes, and townhouses. The following toter issuance limits apply:

	Toters Issued at no charge	Maximum number permitted with fee payment
Single-family detached dwellings	1	2
Duplexes	1 per unit	2 per unit
Townhouses	1 per unit	2 per unit

Business/commercial, institutional, and apartments buildings containing 3 or fewer units within the C and C1 zoning districts, may participate in the Town's curbside refuse collection. The following toter issuance limits apply to uses electing to participate in the collection service:

	Toters Issued at no charge	Maximum number permitted with fee payment
All qualifying uses electing to Participate	1	5

Monthly fees for additional toters will be based calculated as follows:

Per unit fee charged by collection contractor plus tipping fee as set by the Town Council + an administrative fee (30% of the total of the two previous items)

Recycling Bins and Carts

Curbside recyclables collection is provided to single-family detached dwellings, duplexes, and townhouses. Customers receiving curbside recyclables collection may choose to receive up to two 18-gallon bins, one 64/65-gallon cart, or one 95/96-gallon cart (available for single-family detached dwellings only) at no charge. Additional bins and carts will not be issued.

Business/commercial, institutional, and apartments buildings containing 3 or fewer units within the C and C1 zoning districts, may participate in the Town's curbside recyclables collection. The following cart issuance limits apply to uses electing to participate in the collection service:

	Carts Issued at no charge	Maximum number permitted with fee payment
All qualifying uses electing to Participate	1 – 64/65 gallon	1 – 95/96 gallon

Monthly fees for additional carts will be based calculated as follows:
Per unit fee charged by collection contractor plus tipping fee as set by the Town Council + an administrative fee (30% of the total of the two previous items)

The Contractor hereby expressly and specifically waives the right to challenge any fees or liquidated damages assessed under this Contract and any and all defenses as to the validity of any liquidated damages stated in this Contract.

QUANTITIES: Quantities set forth are best estimates only. The contractor may charge unit price for actual quantities/properties served, regardless of whether such total quantities are more or less than those provided in this solicitation, and shall be subject to change, at any time, as directed by the Town.

RELATION TO TOWN: The Contractor is an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the Town. The Town will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The Town will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the Town will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the Town for its employees.

RENEWAL OF CONTRACT: This contract may be renewed by the Town upon written agreement of both parties for seven (7) one (1) year periods under the terms and conditions of the original contract except as stated in 1. and 2. Below or as otherwise negotiated. Price increases may be negotiated only at the time of renewal. Written notice of the Town's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period.

- A. If the Town elects to exercise the option to renew the contract for additional one year period, the contract price(s) for the additional one year shall be no greater than percentage change of the CPI: Urban Consumer - Water and Sewer and Trash, as listed for the most recent twelve month period on the U.S. Department of Labor's Bureau of Labor Statistics website.
- B. If during any subsequent renewal periods, the Town elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall be no greater than percentage change of the CPI: Urban Consumer - Water and Sewer and Trash, as listed for the most recent twelve month period on the U.S. Department of Labor's Bureau of Labor Statistics website.

PROPOSAL FORM - PRICE SCHEDULE
GARBAGE AND REFUSE COLLECTION/DISPOSAL AND CURBSIDE RECYCLING COLLECTION SERVICE
TOWN OF BERRYVILLE, VIRGINIA

SERVICE	PROPERTY TYPE	FREQUENCY	QTY	UNIT PRICE	MONTHLY	EXTENDED
GARBAGE AND REFUSE COLLECTION/DISPOSAL						
	Residential	1x-weekly	1495	\$	\$	X 12 \$
	Additional Residential Toter Service	1x-weekly	1	\$	\$	X 12 \$
	Designated Commercial	1x-weekly	84	\$	\$	X 12 \$
	Additional Commercial Toter Service	1x-weekly	1	\$	\$	X 12 \$
	Designated Commercial	2x-weekly	16	\$	\$	X 12 \$
	Additional Commercial Toter Service	2x-weekly	1	\$	\$	X 12 \$
	Town Street Litter Receptacles	2x-weekly	10	\$	\$	X 12 \$
	Churches	1x-weekly	7	\$	\$	X 12 \$
CURBSIDE RECYCLING AND COLLECTION SERVICE						
	Residential	1x-weekly	1495	\$	\$	X 12 \$
	Additional Residential Bin/Cart Service	1x-weekly	1	\$	\$	X 12 \$
	Designated Commercial	1x-weekly	84	\$	\$	X 12 \$
	Additional Commercial Bin/Cart Service	1x-weekly	1	\$	\$	X 12 \$
	Churches	1x-weekly	7	\$	\$	X 12 \$
OPTIONAL COLLECTIONS AND SERVICES						
Container Service						
	2 Cubic Yard	1x-weekly	1	\$	\$	X 12 \$
	4 Cubic Yard	1x-weekly	1	\$	\$	X 12 \$
	6 Cubic Yard	1x-weekly	1	\$	\$	X 12 \$
	8 Cubic Yard	1x-weekly	1	\$	\$	X 12 \$
	8 Cubic Yard	2x-weekly	1	\$	\$	X 12 \$
DISPOSAL FEES						
	Tippling Fee: Recycling	As Needed	Ton	\$	\$	\$
REPLACEMENT FEES						
	Garbage/Refuse Toter w/Lid (95/96-Gallon)	As Needed	Item	\$	\$	\$
	Garbage/Refuse Toter w/Lid (64/65-Gallon)	As Needed	Item	\$	\$	\$
	Recycle Bin (18-Gallon)	As Needed	Item	\$	\$	\$
	Recycle Cart w/Lid (64/65-Gallon)	As Needed	Item	\$	\$	\$
	Recycle Toter w/Lid (95/96-Gallon)	As Needed	Item	\$	\$	\$
COLLECTION FEES						
	Bulk/Large Item and/or Appliance	1x-weekly	Day	\$	\$	X 12 \$
TOTAL						

Appliance - Class A shall include the following: refrigerators, air-conditioners, or other similar household appliances.
Appliance - Class B shall include the following: water heaters, ranges, dishwashers, clothes dryers, or other similar household appliances.