



# LAKE COUNTY

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## FLORIDA

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### **ADDENDUM 2 - REVISED**

**Date: April 8, 2013**

**Request for Proposal (RFP) No. 13-0303, Collection of Residential Waste  
and  
Request for Proposal (RFP) No. 13-0313, Disposal of Class I Waste**

**SPECIAL NOTE: This document constitutes a unified Addendum 2 to the two solicitations identified above. The two solicitations are essentially inter-related and the County has determined that the same set of information should be provided to all prospective proposers under each of the two solicitations. Please be aware that all references to “Addendum 1” in this document refer to the Addendum 1 issued under RFP 13-0303, unless otherwise noted.**

It is the vendor’s responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

**This addendum does NOT change the date for receipt of bids or proposals.**

The questions listed below arose subsequent to the issuance of addendum 1. Responses to each inquiry are provided immediately following the inquiry. The questions are numbered in sequence based on the numbering sequence initiated in addendum 1.

**Question 31:** Who services each District presently? **Answer 31:** Currently, Waste Services of Florida, Inc., provides collection service in Service Area #1 and Waste Management Inc. of Florida provides collection service in Services Areas #2 and #3. See related information provided in addendum 1.

**Question 32:** Can you provide the solid waste tonage by District? **Answer 32:** No; the County does not have this information. See related information provided in addendum 1. Also see the related information provided in addendum 1 for RFP No. 13-0313 (Question 3).

**Question 33:** Can you provide the Recycle Tonage by District? **Answer 33:** No. See the answer to Question 32.

**Question 34:** How many garbage routes are run in District 1? **Answer 34:** See addendum 1 (Question 25).

**Question 35:** How many garbage routes are run in District 2? **Answer 35:** See addendum 1 (Question 25).

**Question 36:** How many garbage routes are run in District 3? **Answer 36:** See addendum 1 (Question 25).

**Question 37:** How many recycle routes are run in District 1? **Answer 37:** See addendum 1 (Question 25).

**Question 38:** How many recycle routes are run in District 2? **Answer 38:** See addendum 1 (Question 25).

**Question 39:** How many recycle routes are run in District 3? **Answer 39:** See addendum 1 (Question 25).

**Question 40:** Can you provide copies of each route in each District? **Answer 40:** Yes. Route map files have been placed at the following link for access: <ftp://ftp.co.lake.fl.us/Hauler%20Route%20Maps/>

**Question 41:** Can you provide historical data on the administrative charges over the last 3 years for each District. **Answer 41:** Yes. There were no such charges.

**Question 42:** Is the payment to the contractor for 12 months per parcel regardless if the resident goes up north for the summer? **Answer 42:** Yes.

**Question 43:** How many Back Door Services are in each District? **Answer 43:** The County does not have this information. See addendum 1 (Question 19) for the total quantity in the County (approximately 17).

**Question 44:** Page 34 of Franchise Agreement states Contractor should purchase Transponders for automated service at the scale house. Can you provide the cost of the Transponder or provide the

name of the Designated Facility who will be requiring this equipment so we can call to get a price?  
**Answer 44:** The County has not yet selected the disposal facility or facilities that will serve each Service Area. After the disposal facilities are designated for each Service Area, the hauler (i.e., the Contractor) for each Service Area will need to coordinate with the selected disposal facility to determine whether the designated disposal facility will require the vehicles using their facility to be equipped with transponders. If so, the Contractor will need to coordinate with the disposal facility to determine the cost of the transponders.

**Question 45:** What is the current rate paid to each hauler by District? **Answer 45:**

Area 1 - \$11.9706

Area 2 - \$10.6104

Area 3 - \$11.9799

**Question 46:** Page 32 of Franchise Agreement number 28.3 states that none of the collection vehicles shall be more than seven years old, unless it is a reserve vehicle than no more than 10 years old. Page 9 of the Franchise Agreement under Terms of This Agreement 3.2 states you can have one extension for three years. Can the language of the vehicle age be changed to if an extension is given the trucks can remain as frontline trucks and long as they are properly maintained and present a pleasant appearance at all times? **Answer 46:** No. If an extension is given, the frontline trucks will need to comply with the requirements in the Agreement and, therefore, they shall not exceed 7 years in age. If the Contractor does not wish to comply with this requirement for a renewal term, the Contractor may refuse to renew the Agreement, pursuant to Section 3.2 of the Agreement.

**Question 47:** Can bulk and yard trash be picked up together? **Answer 47:** No. Yard trash shall be collected separately from bulk waste.

**Question 48:** Contract Section 28.3 - Equipment - If the Hauler buys all brand new collection vehicles at the very beginning of the contract (which starts October 2014), will the County allow those same vehicles be used as front line vehicles for the remaining 3 year renewal/extension (or years 8, 9, and 10)? **Answer 48:** No. Collection vehicles that are older than 7 years can only be used as reserve vehicles.

**Question 49:** Contract Section 40 – Payment Fee – Does this payment begin at the beginning of the contract date of October 2014, or is it the subsequent year (October 2015) that this payment of \$1.00 per parcel starts? **Answer 49:** The first Agreement Year starts on October 1, 2014. The payments for educational materials are due by October 20 of each Agreement Year. Therefore, the payment for educational materials in the first Agreement Year is due October 20, 2014.

**Question 50:** RFP Section 3.26 – Default – Before the hauler is given a termination for default, how long of a time period for remedy will the County given the hauler/collector for this process? **Answer 50:** Section 47.1 of the collection agreement contains the specific provisions that govern defaults and the opportunity to cure defaults. If there is any inconsistency between the general terms

in the RFP and the specific terms and conditions in the collection agreement, the specific provisions in the collection agreement will govern the relationship between the County and the Contractor.

**Question 51:** We request a list of the last two F/Y's "Liquidated damages?" **Answer 51:** No liquidated damages have been assessed in the last two years.

**Question 52:** Yard Waste / Green Waste – Will the county consider implementing a mandatory disposable (brown) "biodegradable bag" system for the green waste collection instead of plastic bags? Other counties have utilized the "Bio Bag" system and have received positive results from the residents by restricting the use of plastics bags and will reduce the fee of collection. **Answer 52:** No. Residents can use either plastic bags or biodegradable bags.

**Question 53:** Does the County have a location, or does it receive, or will it take the E-waste that will be collected from the residents at any of the county locations? **Answer 53:** Yes, the County's Central Solid Waste Management Facility (13130 County Landfill Road Tavares, FL 32778) accepts Electronic Waste with no disposal fee for just the residential franchised haulers. Also, Pursuant to Section 19 of the collection agreement, Electronic Equipment may be taken to any licensed solid waste management facility where such materials are accepted.

**Question 54:** RFP (Collection and Disposal), Special T&C, Proposals, Section 1.10.2(C)(Tab 5): Will the County consider limiting disclosures required pursuant to items 1, 2, 3 and 4 to the last year, and further limiting disclosures required pursuant to item 2 to amounts over \$100K? **Answer 54:** No. The County wants to know whether the vendor has a history of non-compliance or other problems before the County awards a contract to the vendor. The County considers it to be in its best interests to maintain this requirement as currently written.

**Question 55:** RFP (Collection) , Page 20, General T&C, Non-Exclusivity, Section 3.17: Section 3.17 of the RFP conflicts with Section 2.1 of the Collection Agreement (Page 9, Exclusive Franchise), which states that it is a Exclusive Agreement. Will the County please clarify this conflict? **Answer 55:** Each one of the County's Agreements for Collection Services will grant an exclusive franchise within one or more Service Areas. If there is a conflict or inconsistency between the terms in the RFP and the Agreement, the terms and conditions in the Agreement will take precedence over the RFP.

**Question 56:** RFP (Collection and Disposal), General T&C, Indemnification, Section 3.23: Will the County permit revision of this Section to limit Proposer's obligation to indemnify to Proposer's negligence or willful misconduct, and exclude the County's sole negligence? **Answer 56:** The specific terms and conditions governing the Contractor's indemnification are set forth in Section 51.2 of the Agreement for Collection Services and in Section 10.2 of the Agreement for Disposal Services. The terms and conditions in these agreements will control if there is any inconsistency or conflict with the provisions in the RFPs. Under these agreements, the Contractor is responsible for its actions, whether negligent or not. The County considers it to be in its best interests to maintain this requirement as currently written.

However, the County is hereby amending one of the sentences in Section 51.2 of the collection agreement to make it consistent with Section 10.2 of the disposal agreement. Specifically, the County is deleting the clause in Section 51.2 that is shown below in strike-through text:

For purposes of this Section, an “Indemnified Loss” means all actual costs, losses, damages, expenses, and liabilities that a County Indemnified Party incurs or suffers pursuant to or in connection with (a) any act, negligence, or omission on the part of the Contractor or any of its agents or employees in the execution or performance of its obligations under or incidental to this Agreement, (b) . . . ; in each case, ~~even if attributable to the negligence of the County or any other County Indemnified Party, and~~ without regard to or limitation by the amount of type of benefits, . . . .”

**Question 57:** Agreement (Collection), Page 9, County’s Option to Renew, Section 3.2: Will the County consider revising this section to match the Disposal Agreement, so that Proposer must provide notice of non-renewal only one year prior to the end of the Term? **Answer 57:** No. The notice requirements are different because the County believes it will take longer for the County to procure new Collection Services than it will to procure new disposal services. The County considers it to be in its best interests to maintain this requirement as currently written.

**Question 58:** Agreement (Collection), Page 24, Ownership of Solid Waste and Recyclable Materials, Section 24: Will the County permit revision of this Section to provide that Title to Biomedical Waste, Radioactive Waste, Hazardous Waste, and Special Waste will never pass to Proposer but will remain with the generator of such? **Answer 58:** No. The County believes the title to such materials may pass to the Contractor under certain circumstances (e.g., the Contractor knowingly and intentionally collects such materials) and, therefore, the County will not grant a blanket exemption to the Contractor. The County considers it to be in its best interests to maintain this requirement as currently written.

**Question 59:** Agreement (Collection), Page 58, Settlement and Release, Section 47.4 and Agreement (Disposal), Settlement and Release, Section 9.9: Will the County permit revision of these Sections to make clear that Proposer need not sign the general release to receive payment, and that the general release does not constitute a waiver of any other existing non-payment claims Proposer might have? **Answer 59:** No. The County expects the parties to resolve and release all of their claims against each other when the Agreement ends. The County considers it to be in its best interests to maintain this requirement as currently written.

**Question 60:** Agreement (Collection), Page 61, Liability, Section 51.1, Agreement (Disposal), Section 10.1: Will the County consider revising these Sections to limit Proposer’s liability to injuries or conditions caused by its negligence or willful misconduct? **Answer 60:** No. As noted in the County’s response to Question 56, above, the County considers it to be in its best interests to maintain this requirement as currently written.

**Question 61:** Agreement (Collection), Page 61, Contractor’s Indemnification of County, Section 51.2, Agreement (Disposal), Section 10.2: Will the County permit revision of these Sections to limit Proposer’s obligation to indemnify to Proposer’s negligence or willful misconduct? Additionally, will the County permit revision of subsection (e) of the Collection Agreement so that it only applies in the event of Proposer’s negligence or breach while actually collecting or transporting materials?

**Answer 61:** No, as noted in the County’s response to Question 56, above, the County expects the Contractor to be responsible for its actions. The County considers it to be in its best interests to maintain this requirement as currently written.

**Question 62:** Agreement (Collection), Exhibit 6, Specifications for Carts: Exhibit 6 is currently blank; will the County please confirm that the provisions of Exhibit 6 in the final agreement will be the Specifications for Carts as detailed in Section 5, Attachment 10 of the Collection RFP, with no modifications to that language? **Answer 62:** Yes, the specifications for the Carts are contained in Section 5, Attachment 10 of the RFP for Collection Services. As noted in paragraph 1 of Section 5, Attachment 10: (a) the “specifications describe the minimum acceptable features and performance requirements for the Garbage Carts and Recycling Carts;” (b) “all variations or exceptions to the specifications must be identified . . . on a separate page titled ‘Exceptions’”; and (c) “If exceptions are listed, the County may reject the proposal as non-responsive.” Stated differently, the specifications in the RFP identify the features and requirements that are important to the County. If the Proposer cannot comply with one or more of the specifications, the Proposer must identify how and why its proposal deviates from the specifications. The County will decide whether a deviation from the specifications is (or is not) significant and whether the proposal should (or should not) be rejected. Pursuant to Section 1.6 of the RFP, the County also will decide whether, and the extent to which, deviations from the specifications will affect the County’s overall evaluation of a proposal. Also see the County’s responses to question 11 in Addendum 1 and the County’s responses to Questions 62 and 81 in this Addendum 2.

**Question 63:** Agreement (Disposal), Page 11, Inspection, Acceptance, and Rejection of Solid Waste, Section 3.6: Will the County permit revision so that Republic can reject Unacceptable Waste found after the driver delivers a load to the facility? **Answer 63:** No. The Contractor must accept or reject the waste before the driver leaves the facility. The County considers it to be in its best interests to maintain this requirement as currently written.

**Question 64:** RFP (Collection and Disposal), General T&C, Right to Audit, Section 3.28, Agreement (Collection), Page 39, Record Keeping and Reporting, Sections 34.1.1 and 36, Agreement (Disposal), Page 15, Preparation of Maintenance of Records and Audit, Sections 4.5 and 5.6: Will the County revise these sections to clarify that audits will be at the County’s expense? **Answer 64:** Yes, subject to the following conditions. In the Agreement for Collection Services, Section 34.6 provides that the County shall have the right to “inspect, copy, and audit, at the County’s expense,” the Contractor’s records. In the Agreement for disposal services, Section 5.6 provides that the County “shall have the right to audit, inspect, and copy” the Contractor’s records, without charge. After the County selects the Successful Proposers/Contractors, the County will revise Section 34.6 and Section 5.6 of the respective agreements to clarify that the County will pay its out-of-pocket costs (e.g., fees for accountants) if the County conducts an audit of the Contractor’s records. In all cases, however, the County shall have the right to inspect and copy the Contractor’s records, without charge.

**Question 65:** RFP (Collection), Section 1.10.2(C)(Tab 1)(E), RFP (Disposal), Section 1.10.2(C)(Tab 4), RFP (Collection and Disposal), Section 1.10.2(C)(Tab 5): Will the County consider limiting disclosures to only the Republic division to which Proposer belongs? **Answer 65:** The County wants to know whether the vendor has a history of non-compliance or other problems before

the County awards a contract to the vendor. If a Proposer (e.g., a subsidiary of a national company) submits a proposal that is based solely on the Proposer's own performance and qualifications, then the Proposer may limit its disclosure to its own actions. However, if a Proposer submits a proposal that refers to or otherwise relies on the performance and qualifications of the Proposer's parent corporation or affiliates, then the Proposer's disclosure must address the actions of the parent corporation and affiliates. Accordingly, the County considers it to be in the County's best interests to maintain this requirement as currently written.

**Question 66:** RFP (Collection), Section 5, Attachment 10, Part 6.2 and 6.3: Keeping bar codes from rubbing off during the repeated dumping of the cart has been a problem. Additionally, having three components (RFID, bar code, and serial number) greatly increases the chance that there will be a mismatch in the manufacturing process, which would make it impossible to provide accurate data to the County. Will the County consider revising the requirements so that carts only need to have RFID tags and Serial Numbers? Any other commentary on these issues is appreciated. **Answer 66:** No. The County considers it to be in its best interests to maintain this requirement as currently written. Bar codes are considered necessary to ensure accuracy within the system.

**Question 67:** RFP (Collection), Section 5, Attachment 10, Part 7.1: This provision lists data that must be provided by the Proposer to the County. The language states that the data will include information "including but not limited to..." Since this data migration will take place only once, will the County consider revising the language so that the list states exactly what will be required at migration, and removes the language "including but not limited to..."? **Answer 67:** Section 7.1 already identifies most, if not all, of the information that will be required. At this time, the County is not aware of any other information that should be provided pursuant to Section 7.1. However, before the manufacturing data are provided to the County, the Contractor should contact the County and discuss whether there is any additional information that should be added to the list in Section 7.1. Accordingly, the County considers it to be in the County's best interests to maintain this requirement as currently written.

**Question 68:** RFP (Collection), Section 5, Attachment 10, Part 8 and Part 10: In a testing environment, carts reads and data accuracy may be 100%; however, in a field environment there are certain elements (e.g., theft, customer removal or lack of compliance, etc.) that cannot be controlled – these elements should be taken into consideration with regard to any database requirements. Will the County clarify that field environment conditions impacting the data collection and aggregation system will be recognized so that 100% accuracy is neither feasible nor required as long as the Proposer is using commercially reasonable efforts? **Answer 68:** The County will expect the Contractor to provide excellent service at all times, but the County recognizes that the Contractor's performance may be adversely affected by factors that are beyond the Contractor's reasonable control. For example, the Agreement for Collection Services (Section 46) grants relief when the Contractor's performance is delayed or precluded by events of force majeure. The Agreement (Section 44.2.1) also provides that "the County shall not assess and the Contractor shall not be required to pay administrative charges in those cases where the delay or failure in the Contractor's performance was . . . due to unforeseeable causes that were beyond the Contractor's reasonable control, and without any fault or negligence of the Contractor." The same considerations shall be applied when the County evaluates whether the Contractor is in compliance with Parts 8 and 10 of Section 5, Attachment 10.

**Question 69:** RFP (Collection), Section 5, Attachment 10, Part 9.6: This provision states that RFID cannot be used to associate a cart with an address during the A&D process. Bar code technology has not proven particularly well-suited to this application, and the challenges of cart delivery with respect to data association will likely be similar to the challenges faced through weekly, ongoing collection. Given that RFID will be required for maintaining the system, will the County reconsider the use of RFID for delivery association if Proposer clearly outlines the process for association? If not, may photo recognition be used in place of the bar code requirement? **Answer 69:** As noted in the County's response to Question 62, above, the cart specifications in the RFP (Section 5, Attachment 10) identify the features and requirements that are important to the County. If the Proposer cannot comply with one or more of the specifications, the Proposer must identify how and why its proposal deviates from the specifications. The County will decide whether a deviation from the specifications is (or is not) significant and whether the proposal should (or should not) be rejected. Pursuant to Section 1.6 of the RFP, the County also will decide whether, and the extent to which, deviations from the specifications will affect the County's evaluation of a proposal. Accordingly, the County considers it to be in the County's best interests to maintain this requirement as currently written.

**Question 70:** RFP (Collection), Section 5, Attachment 10, Part 9.7: The requirements in this section for an electronic tracking system may be best served by a custom-built platform. Such a platform would require lead time for development. Will the County please clarify that the Proposer can develop such a program after award? **Answer 70:** Yes, subject to the following conditions. Each proposal should clearly describe the proposed tracking system and state whether the system will satisfy the requirements in Part 9.7 of Section 5, Attachment 10. After the contract is awarded, the Successful Proposer/Contractor will need to coordinate with the County's IT staff to address the details concerning the proposed platform and electronic tracking system. The final program may be developed after the contract is awarded to the Successful Proposer.

**Question 71:** RFP (Collection), Section 5, Attachment 10, Part 10.2: The challenges of cart delivery with respect to data association will likely be similar to the challenges faced through weekly, ongoing collection. Given that RFID will be required for maintaining the system, will the County reconsider the use of RFID for delivery and ongoing maintenance if Proposer clearly outlines the process for association? **Answer 71:** The County considers it to be in the County's best interests to maintain this requirement as currently written. However, please note the County's responses to Questions 62 and 69, above.

**Question 72:** Agreement (Collection), Page 31, Section 28.11: Will the County please provide further information as to how this system works, and estimated costs for each transponder? **Answer 72:** See the County's response to Question 44, above.

**Question 73:** Agreement (Collection), Page 1, last sentence and Page 59, Section 48: Will the County consider revising these provisions so that Proposer is required to perform in strict compliance with material requirements of the Agreement as reasonably determined by the County? Strict compliance as the required performance standard may cause unintended complications. For example, any leaves that are left after yard waste is collected would technically constitute a violation of the requirement "to collect all Yard Trash Set Out by a Customer" and under a strict compliance standard might be a violation of the contract for failure to collect all Yard Trash; as a practical

matter, however, it is impossible and should therefore not be considered a violation of the Agreement. **Answer 73:** In Section 49.1 of the Agreement, the County and Contractor agree to “cooperate and act in good faith at all times when dealing with each other.” Acting in good faith includes acting reasonably. If the Contractor believes the County is not acting reasonably when the County interprets or enforces the Agreement, the Contractor may seek relief in a dispute resolution proceeding, which includes the right to appeal to the County Manager and, in appropriate cases, to the Board of County Commissioners. The County will maintain this requirement as currently written, because the County intends to enforce all performance standards in an appropriate and reasonable manner.

**Question 74:** Agreement (Collection), Page 62, Section 51.4: Will the County consider revising this provision to limit to commercially reasonable damages incurred rather than actual damages incurred? A commercially reasonable damages standard encourages a fair approach to vendor replacement. **Answer 74:** No; the County disagrees. The County considers it to be in the County’s best interests to maintain this requirement as currently written.

**Question 75:** Agreement (Collection), Page 47, General Billing and Payment Provisions, Section 39.1, Page 20, Protection of Private and Public Property, Section 17.5, Page 38, Dispute Resolution Process, Section 31.2.4, Page 51, Administrative Charges, Section 44.2.4 and Agreement (Disposal), Payment of Administrative Charges, Section 11.3: Under these Sections, the County, the Director or the County Manager (or their designated representatives) has sole authority to determine whether Proposer is due payment for services provided under the Agreement, resolve disputes as to Proposer’s obligations to repair property damage, resolve disputes between Proposer and a Customer, and decide whether Proposer owes administrative charges if such charges total less than \$5,000. Sole authority may in fact leave the Proposer with no recourse, places an extraordinary amount of power in one person and is contrary to the various checks and balances inherent in legislative and judicial processes. If the Proposer does not agree with the decision resulting from such sole authority, will the County permit an appeal process and/or allow the Proposer to be heard in front of the Board of County Commissioners? In addition, can it be clarified that the Proposer still retains any legal and administrative remedies and that such decisions are subject to the dispute resolution process, including mediation? **Answer 75:** No. Section 44 of the Agreement already provides a multi-step process for resolving disputes. In all cases, the Contractor shall have an opportunity to meet with the Director and seek relief. In all cases, if the Contractor is dissatisfied with the Director’s decision, the Contractor may appeal to the County Manager. If the dispute involves a relatively minor amount (\$5,000 or less), no further appeal is warranted. If the dispute involves a larger sum, the Contractor may utilize the dispute resolution procedures in Section 49, which include appeals to the Board of County Commissioners, as well as mediation. The County believes the procedures in Section 44 of the collection agreement are clear as written.

**Question 76:** Agreement (Collection), Page 68, Section 54- Parent Corporation Guarantee: The Proposer must provide a corporate guaranty from the Proposer’s parent company (guarantor) whereby the guarantor shall guarantee the performance of the Proposer’s obligations under the Agreement. Does the County require an executed document for the RFP stage or upon award? **Answer 76:** The Parent Corporation Guarantee is not required with a proposal. The guarantee must be provided before the Successful Proposer/Contractor executes the Agreement with the County.

**Question 77:** RFP Pg. 9 Section 1.10.2 – “two separately bound sections.” Should the two separate sections be sealed separately? **Answer 77:** No; there is no need for separate sealing. The intention of this requirement is to ensure that the two sections are separately assembled and distinctly labeled/marked.

**Question 78:** RFP Pg. 10 Tab 1 C – The use of carts for recycling is a relatively new concept. Requiring 3 years using recycling carts for a least 3 contracts over 25,000 homes could eliminate vendors who are otherwise very qualified. Garbage carts are not a problem as that is a concept in use for many years. Can the 3 year part of the requirement for recycling carts be eliminated or reduced? **Answer 78:** Yes. The County hereby reduces the minimum qualifications regarding the use of Recycling Carts to one year. All of the other requirements concerning the Proposer’s minimum qualifications will remain unchanged.

**Question 79:** RFP Pg.s 37 and 38 – What is the difference between attachment 7 Similar Projects Form and attachment 8 Work References Form? **Answer 79:** As indicated in the RFP (page 10; Section 1.10.2.C, Tab 1, paragraph C), Attachment 7 (Similar Projects Form) should be used to describe the Proposer’s experience with similar projects. Each Proposer should provide sufficient information in the Similar Project Form to demonstrate that the Proposer is qualified to provide Collection Services for the County. As indicated in the RFP (page 12; Section 1.10.2.C, Tab 4), Attachment 8 (Work References Form) should be used to provide contact information for the Proposer’s references. The Work Reference Form should be used to identify those individuals that are knowledgeable about the Proposer’s experience and thus can attest to the Proposer’s performance while working on similar projects.

**Question 80:** Franchise Agreement Pg. 29 Section 27.5 Technical Specifications for Collection Containers mentions 48 gallon containers. Will this size be required as well as the 64 and 96 gallon containers? **Answer 80:** Yes.

**Question 81:** In addition, our cart vendor has noted some variances (please see attached). Will such variances be acceptable? Can specifications be changed to meet vendor’s requirements? If not, please provide a list of cart vendors that will meet specifications. **Answer 81:** Please see the County’s responses to Questions 62 and 69, above. Also see the County’s response to question 11 in Addendum 1. Vendors are further advised that the operational requirements stated in the specification reflect the minimum requirements desired by the County. As an example, cart wheels on 96 gallon carts should be equal to or larger than twelve (12) inches in diameter. The County believes that wheels less than twelve inches in diameter will not be satisfactory on 96 gallon carts, given the dirt roads in the County and the other factors.

By signature below, the vendor confirms that all information expressed within this addendum has been applied to their proposal response:

Firm Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Typed/Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_