

**ADDENDUM NO. 1
CITY OF SANTA FE
BID No. '16/48/P
AUTOMATED RECYCLING CART ROLL-OUT**

PROPOSAL DUE:

July 8, 2016

TO ALL PROSPECTIVE BIDDERS:

Receipt of this Addendum must be acknowledged on the Bid Form.

GENERAL:

1. The bids are due 2:00 pm local prevailing time, on July 8, 2016 at City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. H, Santa Fe, NM 87505, (505) 955-5711. Any proposal received after this deadline will not be considered. Failure of any proposing firm to receive any such schedule change shall not relieve such firm from any obligation.

REQUEST FOR BID DOCUMENT – DESCRIPTION OF BID ITEMS

1. Under Submittal Requirements on page 21 thru 23 of the RFP the City requires two million dollars insurance coverage for Environmental Impairment Liability Insurance, This requirement will be removed from the submittal requirements. All remaining requirements will remain as part of this addendum.

2. Page 20 (Economical Proposal/Pricing Form), as part of this addendum the City will include a tax price line and barcode code price line. The City is tax exempt for non-tangible items. See the attached revised Economic Proposal/Pricing form marked as “exhibit one.”

3. The City has received several questions; please see the attached list of questions and answers marked as “exhibit two and three.”

I. ECONOMIC PROPOSAL/PRICING FORM

ITEM PRICING Prices must be good for a minimum of two years	BASE PRICE Each	COST PER BARCODE	FOUR COLOR IN-MOLDED GRAPHICS Each	ASSEMBLY & DELIVERY including attached packet Each	RFID TAG Each	Freight from manufactures location to Santa Fe	GROSS RECEIVE TAX
29,000 blue 65-gallon recycling rolling carts							
3,000 blue 65-gallon recycling carts							
65-gallon cart*							
95-gallon cart*							
45-gallon cart*							
35-gallon cart*							

*Price bids for additional carts is not inclusive of freight. Freight rate must be calculated from the Provider's closest manufacturing plant and must be a direct pass through cost with no markup.

EXHIBIT #1

Question:

Answer:

- 1) Will the city accept 8" wheels on their 35 gallon carts? 8" Wheels is standard for that size.

Yes. If your cart is designed with an eight inch wheel please take an exception and respond accordingly.

- 2) Will the city accept a 6 month price adjustment up or down based on national CDI resin index?
This

allows for best price to the city and manufacturer. I have attached a copy of the CDI resin index so you can see some of the pricing trends.

The City desires pricing for two years. Please provide both pricing scenarios: one based on utilization of national CDI resin index, and the second for a fixed price.

- 3) Will the city please exclude "Environmental Impairment Liability" as an insurance requirement? –
This

does not apply to our job, it is not an industry standard, and it is costly to the point that it will significantly impact the cost of containers to the city.

Yes, see the addendum.

- 4) Page 10 – The Introduction states the "City is seeking two-year guaranteed pricing for a variety of cart sizes for future use". Due to fluctuating resin prices, would the city allow a Resin Clause Adjustment to be included with the response?

See question 2 for this answer.

- 5) Page 12 - A.8 – Wall Thickness: The specification requires injection molded carts to have a minimum

wall thickness of 0.175" Cascade would like to request that the minimum wall thickness for 64 gallon injection molded carts be changed to .160". Cascade carts pass all ANSI requirements and carry a 10 year non-prorated warranty.

The City will accept wall thickness of .160", please note this as an exception and provide the .106" as offered.

- 6) Page 14 - E.3 – Wheel Size: The specification states the wheel diameter for injection molded and rotational molded carts must be no less than 10". Smaller wheels are industry standard on 35 gallon carts. Cascade's 35 gallon cart with 8" wheels has passed all the ANSI test requirements and remains stable and upright when in use. Cascade would like to request that the specification be changed to include 8" wheels on a 35 gallon cart.

See question 1 for this answer.

- 7) Page 15 - F.5 – Bar Code: Please remove the bar code requirements and make it an optional item. With the use of RFID tags, bar code technology has become unnecessary and obsolete.

The City desires bar codes on the containers as specified within the RFP; we have added a "bar code" price column to the economic proposal so that we may evaluate it as an individual item. See the addendum.

- 8) Page 23 - The specification requires the provider to carry \$2,000,000 in Environmental Impairment

Liability Insurance. Environmental Impairment Liability Insurance can be defined as "A specialized insurance policy that covers liability and sometimes cleanup costs associated with pollution." Based on this definition, it appears this type of coverage is outside of the scope of the City's project and therefore Cascade requests this coverage be removed from the specification.

See question 3 for this answer.

- 9) Page 6 - Section 12, C states the contractor shall maintain professional liability insurance through the term of the Agreement providing minimum coverage in the amount required under the New Mexico Tort Claims Act. Cascade is asking that this section be removed from the Professional Services Agreement because we are not providing the types of services that this insurance covers.

This is standard City requirements and will remain within the Agreement.

- 10) Special Conditions, Section 1 – General states that, "When the City's Purchasing Officer issues a purchase order document in response to the vendor's bid, a binding contract is created." Attached to the Agreement is a "City of Santa Fe Professional Services Agreement (Sample for Bidding Purposes Only)" ("Agreement") that is not referenced as being applicable to the terms of the RFP. Will the City please clarify whether issuance of the PO will include the terms of the Agreement?

The Purchase Order only secures the financial portion of the Agreement and is only approved after the signing of the Agreement.

- 11) If the terms of the Agreement will apply, will the parties have an opportunity to negotiate a mutually acceptable Agreement?

Upon award the agreement may be reviewed and the selected proponent may make recommendations to change the Agreement, although the final approval will be made by the City.

- 12) If there is not an opportunity to negotiate a mutually acceptable Agreement would the City find

acceptable:

- a. Limiting the applicability of the Release in Section 11 to apply only to the payment received vs.

all claims under the Agreement as Contractor and City will have a continuing relationship following payment in full during the term of Toter's 12/10 year Warranty period?

See question 11 for this answer.

- b. Adding to Section 13 – Indemnification as follows: "Except for the gross negligence or more

culpable acts of the City in the performance of its obligations under this Agreement, the Contractor shall indemnify, hold harmless and defend City from all losses, damages, claims or judgements...."

See question 11 for this answer.

- 13) Will Proposers be able to attend the cart testing?

No.

- 14) Pages 3 and 4 (#3) - Is there an email address to which questions may be posed?

We requested that questions be sent to lmgarcia@ci.santa-fe.nm.us for time efficiency. All questions, regardless of format, are forwarded to Robert Rodarte, at rrodarte@ci.santa-fe.nm.us. Bidders are welcome to send questions directly to Mr. Rodarte.

- 15) Page 4 at top – Questions due 5 days prior to opening – The City's due date is 2 days after the July 4th

Federal Holiday. It is our policy to send bids 2 days in advance of the deadline/opening, and the City has cautioned in the bid to allow extra time for delivery within its own operations. Even if the City means 5 "business" days, the deadline for questions would then be 6/28. We respectfully request that the City delay the bid deadline to 5 business days after the City has answered all questions, so that all Proposers will have ample time to review questions, finalize proposals, and deliver packages to meet the City's Opening.

Yes, the Division will extend the bid opening date to July 8, 2016.

- 16) Page 8 (#4, #6.A) – Will the City allow the Contractor to invoice carts upon delivery to the City, then

invoice Assembly and Delivery Services upon delivery to households?

No. The Agreement states "payment for services rendered," because the cart price includes the delivery of the container; therefore it must be delivered for payment to be processed. Any carts purchased that will remain in inventory may be billed once received by the City.

- 17) Page 8 (#5) – Prices are to include applicable taxes. The City has not provided a place to show taxes

separate from pricing. Will the City add blanks for taxes to be entered and shown appropriately? Or, please describe how proposers should handle showing taxes for all prices.

The City is tax exempt on all tangible goods. The City will provide a tax column via addenda; the new price sheet should be utilized.

- 18) Page 14 (F.2) - Our carts feature a standard (raised, not colored) marking on lids to show an arrow and

"to street". Will the City accept a standard marking (and its additional charge), or will an additional hot stamped arrows be required?

The City will consider standard marking. Designate as an exception include the information.

- 19) Page 10 (Introduction), page 11 (top), page 20 (header) and page 2 of Professional Services Agreement

(top) all require pricing to be held firm for 2 years. With the volatility of resin costs on the market, it is not practicable to hold pricing beyond 6 months to 1 year. To require pricing firm for 2 years causes proposers to try to speculate on unpredictable market changes for resin, causing higher pricing from proposers. We respectfully request that the City allow annual price adjustments at the very least.

See question 2 for this answer.

- 20) Page 13 (C.3) – Will the City please clarify if a typo may be present, and that the question should read,

"Cart handle must not be able to rotate on it's own axis at any time"?

“Cart handle must not be able to rotate on it’s own axel at any time” This specification was designed so the cart will only move forward and backward.

21) Page 13 (D.1) – requires the body and lid to be made of the same material. While both components are manufactured using a molding process with linear polyethylene, will the City allow the lid to be injection molded with high density polyethylene (HDPE) and the body to be rotationally molded with medium density polyethylene (MDPE)? We have chosen processes and materials to best manufacture the toughest cart on the market, backed with a 12 year non-prorated warranty, and lasting 15-20+ years in active service life.

Yes. Please mark this as an exception and provide what is proposed.

22) Page 13 (D.3) – prefers lids not attached with fasteners. Our lids are attached with a plastic snap lock hinge and further secured by torx fasteners. These steel fasteners, used in the automobile industry, are rust-proof and much stronger / more durable than the plastic pins used in many cart hinges. Will the City allow these fasteners to secure the lid hinges? [MONTE – doesn’t nearly every cart manufacturer have fasteners as part of their lid attachment?]

Yes. Please mark this as an exception and provide what is proposed.

23) Page 15 (top, Item 5), page 16 (top, Item 12), page 18 (top, Item 3) require a barcode on all carts, and require that the barcode be scanned during delivery. The UHF RFID Tag is a duplicate feature to the bar code, but generally preferable by municipalities because the tag is enclosed (ours is enclosed in the handle of the cart body) away from outside elements, lifting equipment, and general tampering. While we certainly can utilize the barcode, the marking is not only adds to the cart price, but once scratched or defaced, the barcode is rendered useless. Will the City eliminate the barcode as a requirement, and/or make the barcode an optional item that a proposer may provide if the proposer needs that marking for their delivery system?

Please see question 7 for this answer.

24) Page 17, Assembly and Distribution Requirements – Please confirm that the City will provide staging area for assembly of carts before deployment to residents? The staging area is preferred to be paved, partially covered and secure.

Yes, the City will provide a staging area. We do not guarantee the staging area will be paved.

Page 18, Assembly and Distribution Requirements (#6)– Will there be options for delivery times and days? May deliveries extend beyond 7am – 5pm? Will Saturday be available for deliveries?

This will be negotiable, although the City will have the final decision. Both the City and the Contractor will have the same goal to deliver the containers efficiently.

25) Page 17, Assembly and Distribution Requirements – Will the delivery addresses be continuous/contiguous, door-to-door deliveries? Or, will there be scattered or subscription deliveries? If the deliveries are to be for subscriptions, approximately what percentage of addresses will receive a cart.

Delivery addresses will be continuous within the City. There are no subscription services.

26) Page 18 – The City requires a database in a “format compatible with the City’s software system”. Will the City confirm that this system is the popular CSV format, or please state its system used?

The City system is compatible with the CSV format.

27) Page 22 (3rd bullet point) – requires certified warranty documents. Will the City clarify exactly what is required for this?

Yes, the City would like each proposer to certify that the warranty proposed will be fulfilled.

28) Pages 22-23 and “Professional Services Agreement” page 5 regarding Insurance – Environmental Liability Limits of \$2mm is required. Since our work/services will not create a pollution liability, we respectfully request that this requirement be removed.

See question 3 for this answer.

29) Pages 22-23 and “Professional Services Agreement” page 5 regarding Insurance – requires the

contractor to carry Professional Liability coverage. Contractors will not be performing professional services (i.e. Architectural/Engineering services), so we respectfully request that this requirement be removed.

Upon award the agreement may be reviewed and the selected proponent may make recommendations to change the Agreement, although the final approval will be made by the City.

30) Page 23 (1st full paragraph) – does the City have a suspension/debarment list maintained by the City to

check potential subs? May proposers have access to that listing?

The City does not have such a list.

31) Are Proposers allowed to provide pricing for more than one model per size category within the proposal?

Yes, please use the pricing page twice and clarify the model being bid.

32) Page 21, OPTIONAL: PRICING FOR COLLECTION OF EXISTING BINS – Will the City provide:

a. Number of households with 14G bins to be retrieved

The City has approximately twenty nine thousand customers; in a study completed in March of 2016 there was a 45% set-out rate. The majority of participating customers have two bins. Some households may not have bins at all. This is the best estimate we can provide.

b. Anticipated number of bins expected to be retrieved

It is unclear how many bins are expected to collect. The City is requesting innovative ideas to collect the bins, including cost. The City may recycle or utilize the containers for other recycling projects. This is our best information available for this RFP.

Additional Questions and Answers:

A. Container Body

Will the City accept metal or plastic bars on the 65 gallon carts?

Yes, either metal or plastic are acceptable as long as it is compatible on standard American semi-automated and bar locking lifter and automated arm lifter.

8. The cart must have a minimum wall thickness of 0.175 inches for injection molded...

Please allow an average wall thickness of 0.140 inches for (65 gallon) injection molded containers.

The City will accept wall thickness of .140", please note this as an exception and provide the .106" as offered.

F. CART IDENTIFICATION AND MARKINGS

3. All ANSI and regulatory labeling of cart must be stamped on lid.

Will the City allow the ANSI information to be molded in lieu of stamping?

Yes.

I. REPLACEMENT PARTS

The awarded Provider will supply to the City a continuous inventory of 100 complete sets of spare parts for

the 65-gallon carts at NO CHARGE for the entire ten (10) year warranty period.

Will the City please delete the requirement for the successful bidder to offer a "continuous supply" of parts.

No, the proposers may take an exception on this and provide what is offered.

How many parts does the City require in a year on average?

The majority of the parts replaced on the current carts are the lids, we could not provide the number of parts required, each cart is different and will vary on warranty repairs.

J. SAMPLE CART

The Bidder is required to supply a sample 65-gallon cart on or before the bid opening.

Please provide the delivery address for the sample cart.

City of Santa Fe
1142 Siler Road
Santa Fe, NM 87507

III. ASSEMBLY AND DISTRIBUTION REQUIREMENTS

Will the City please verify/confirm if participation for delivery is for subscription or all residents within the City of Santa Fe?

One cart will be delivered to every resident within the service area.

How many routes per day?

We are currently running seven recycling routes and ten garbage collection routes.

How many homes per route?

An average of 600 homes per route.

Does the City have once a week service or every other week?

We provide weekly service.

Will the successful bidder be required to follow the City's routes or route truck?

No, the bidder will be required to stay within the daily service areas on service day..

How many miles, one way, is the staging area from the retrieval area?

The maximum distance will be less than seven miles.

Staging area to be supplied by City?

Yes.

Is the staging yard for assembly and distribution gravel or paved?

The planed staging area is relatively flat and has cold millings.

Is the yard secure?

Yes.

Timeframe for deployment?

This will be based on the delivery of the new collection units; the targeted date is 2/1/17. We hope to have all the containers delivered as soon as possible.

Start and end dates for deployment?

As required.

Can assembly and distribution crews deliver on Saturday?

The proposer may recommend Saturday delivery, although the final decision will be made by the City.

Will the bins that require retrieval be left curbside?

The containers that will be collected will be at curbside. The City will make the decision if containers will be collected or not based on the proposals.

Can carts be delivered and bins retrieved on the same day?

Yes.

Can the customers keep their bins?

Yes.

We respectfully request revisions and clarification of the specifications.

This question is too widespread, unable to respond.