



ADDENDUM #1

The City of Sedona, Arizona is now issuing the following addendum for:

REQUEST FOR PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES

For this addendum, text in **red** is either added or deleted. Added text is shown as underlined and deleted text is ~~stricken~~. Highlighted text will be finalized based on the scope of services awarded. The addendum consists of the following:

1. **Question:** On pages 9-10 of the RFP, will there be a minimum number of days that a customer can opt out.

Response: A residential customer, at its sole discretion and for any reason, may stop opt out for two or more calendar months.

Amend Solid Waste and Recycling Services Contract Section 4.05:

Procedures to Stop Residential Services. Any Residential Customer, at its sole discretion and for any reason, may stop Residential Services for ~~one~~ two or more calendar months upon written notification in accordance with Applicable Law City to adopt ordinance setting forth procedures to Stop Residential Services to the Contract Administrator. If a Residential Customer thereafter wants to receive Solid Waste Services and/or Recycling Services as defined in Section 4.02 or 4.04 respectively, the Residential Customer must receive Base Services from the Contractor.

2. **Question:** On page 7 of the Solid Waste and Recycling Services Contract, Section 6.02, will the City consider other holidays like Memorial and Labor Day?

Response: Proposers may identify holidays that they would prefer to include or exclude as exceptions in their proposal. Proposer shall identify any changes to the holidays in the RFP and the Contract as an exception in the Proposal (see RFP Section 3: Proposal Content Section 3- Proposed Approach, Environmental Impact of Operations, Efficacy of Recycling, and Transition Plan, Subsection 1(g)).

3. **Question:** On pages 14-15 of the Solid Waste and Recycling Services Contract, Section 10.1, there are some highlighted portions that could be unhighlighted.

Response: The sections are highlighted because it will be finalized based on whether the City or Contractor provide the customer service and billing.

4. **Amend RFP Section 3: Proposal Content Section 3- Proposed Approach, Environmental Impact of Operations, Efficacy of Recycling, and Transition Plan, Subsection 1(f):**

Description of Customer Service and Billing Policies and Procedures. The City is considering whether the City or the successful Proposer will be responsible for managing all customer service requests and complaints and billing base services. The successful Proposer will be responsible for all other billings. Proposer shall describe the policies and procedures to be used for customer services and billing services if the Proposer is responsible for such services. In addition, Proposer shall identify the Proposer's office location for customer service if the Proposer is responsible for such services. The City has a preference that the Proposer's office for handling customer service be within fifty (50) miles of the City. If the location is more than 50 miles from the City, please explain in the proposal how this will not adversely impact providing services to the City of Sedona.

5. **Amend Solid Waste and Recycling Services Contract Section 10.01:**

The Contractor shall maintain an office at _____ for the term of the Contract within fifty (50) miles of the City for handling all Customer complaints and any other calls regarding the Collection service provided by the Contractor. The office shall be adequately staffed and equipped to meet the specifications of this Contract. The City shall provide a phone number, to be owned and retained by the City during the term of this Contract and after the termination or expiration of this Contract, for Customer service calls. The City shall automatically forward calls to such number to the Contractor. The Contractor agrees to keep said phone number available for calls from 7:00 a.m. to 7:00 p.m., Local Time, on all Collection days including holidays, except such holidays specified in this Contract, and 7:00 a.m. to 6:00 p.m., Local Time, on all other regular Business Days and the said staff must be competent personnel to handle calls and inquiries during the aforementioned hours. Any and all costs associated with the phone number shall be the sole responsibility of the Contractor.

6. **Question:** On page 17 of the Solid Waste and Recycling Services Contract, Section 15.01, can the City be more descriptive on the process to discuss administrative charges prior to the City issuing an administrative charge?

Amend Solid Waste and Recycling Services Contract Section 15.01 amd 15.02.1:

15.01 Performance Monitoring. The Contractor shall supervise and monitor all work specified in this Contract. The City may administer and monitor the Contractor activities and performance with field monitoring and inspections. The Contractor shall have a representative available to ~~meet~~ communicate with the City staff on a weekly basis and as needed to discuss performance, problems, and resolutions prior to imposing administrative charges. Such representative shall be available for in person meetings upon request of the City. The Contractor shall provide, within three (3) Business Days after a request by the City, explanations of non-compliance and action taken to rectify the problem.

15.02 Non-Performance.

15.02.1 The City may impose administrative charges when the City determines that performance is inconsistent with the provisions of this Contract or

performance has not occurred after the City has communicated with the Contractor representative in accordance with Section 15.01.

7. **Question:** On pages 20-21, Section 17.03: Will the City consider using the water and sewer index instead of the CPI/fuel?

Response: No. The City believes the current indices are fair the City and the successful Proposer.

8. **Question:** On pages 28-29, Section 33, the insurance information sees inconsistent with Exhibit B on insurance.

**Amend Solid Waste and Recycling Services Contract Section 33:
INSURANCE**

~~Please compare the following to Exhibit C or Fountain Hills insurance provision and provide guidance as to what the City would prefer to use.~~

~~A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages:~~

- ~~1. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.~~
- ~~2. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) general aggregate.~~
- ~~3. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the services. In the event that the CONSULTANT'S insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the CONSULTANT who uses an automobile in providing services to Sedona under this contract.~~
- ~~4. Professional Liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) each claim and ONE MILLION DOLLARS (\$1,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.~~

~~B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.~~

~~C. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by CITY. The Certificate shall identify this contract and shall provide that~~

~~the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to CITY. The City shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:~~

~~City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk~~

- ~~D. Failure on the part of the CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.~~
- ~~E. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow Sedona access to any and all insurance policies and endorsements pertaining to this particular job.~~

During the term of this Contract, the Contractor shall maintain in full force, at its expense, insurance coverage with minimum limits as follows:

Workers Comp

<u>Coverage B - Employers Liability</u>	<u>\$500,000 per Employee per Disease</u>
	<u>\$500,000 per Employee per Accident</u>
	<u>\$1,000,000 by Disease aggregate</u>

Automobile Liability

<u>Bodily Injury/Property Damage</u>	<u>\$2,000,000</u>
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Commercial General Liability

<u>Bodily Injury/Property Damage</u>	<u>\$3,000,000 each occurrence</u>
	<u>\$5,000,000 general aggregate</u>

All such insurance policies will be primary and written on forms acceptable to the City without the right of contribution from any other insurance coverage maintained by the City. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" or "Excellent" and a financial size category of at least VII. Prior to the execution of this Contract, the Contractor shall furnish the City with an original certificate of insurance and a copy of the amendatory endorsements, including, but not limited to, the additional insured endorsement, evidencing that such coverages are in effect. Such certificate: (i) will also provide for thirty (30) days prior written notice of cancellation

to the City; (ii) shall show the City as an additional insured on all policies other than Worker's Compensation; and, (iii) shall contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of the City.

In addition, the following requirements apply:

- The Commercial General Liability policy must include Contractual Liability coverage specifically covering the Contractor's Indemnification of the City herein.
- Coverage must be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured do not affect the applicability of coverage to another insured.
- The cancellation clause on the Contractor's insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification is a breach of this Contract and can result in retraction by the City of the award of the Contract to the Contractor or termination of this Contract.

The Contractor shall file proof of insurance meeting the requirements as set forth herein with the City. The Contractor shall be solely responsible for assuring that all proofs of insurance filed with the City are current. Failure of the Contractor to fully comply with the requirements set forth herein regarding insurance is a breach of this Contract and the City may terminate the Contract with the Contractor.

- No changes are to be made to these specifications without the City's prior written approval.
- The City's approval of the insurance shall not relieve or limit the liability of the Contractor for any damages arising from the Contractor's performance or nonperformance of Services provided herein.
- All policies required herein, unless specific approval is given by the City, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against the City.
- Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.

9. Delete Solid Waste and Recycling Services Contract Exhibit B