



CITY OF HOUSTON
Administration and Regulatory Affairs Department
Strategic Purchasing Division

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October 4, 2011

SUBJECT: Letter of Clarification 2

REFERENCE: RFP No.: S30-T24076 for Residential Drop-Off and Curbside Single Stream Commingled Recyclable Materials for the Solid Waste Management Department

TO: All Prospective Proposers:

This Letter of Clarification is issued for the following reasons:

• **To clarify the above referenced solicitation as follows:**

- 1. Replace page 4 and replace with page 4 marked revised October 4, 2011.**
- 2 Attachment – Questions and Answers**

When issued, Letter(s) of Clarification shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. It is the responsibility of the proposers to ensure that they have obtained any such previous Letter(s) associated with this solicitation. By submitting a proposal on this project, proposers shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this solicitation.

If you have any questions or if further clarification is needed regarding this ITB, please contact Richard Morris at 832-393-8736.

Sincerely,

Richard Morris
Senior Procurement Specialist
City of Houston, Strategic Purchasing Division

Attachments: Page 4 marked revised October 4, 2011.
Questions and Answers

End of Letter of Clarification 2

**REVISED OCTOBER 4, 2011 - UNIFORM INSTRUCTIONS TO OFFEROR(S)
SOLICITATION NO. S30-T24076**

- 1.0 This RFP does not commit the City of Houston to award a contract, issue a purchase order, or to pay any costs incurred in the preparation of a Proposal in response to this request.
- 2.0 The Proposals will become part of the City's official files without any obligation on the City's part. All Responses shall be held confidential from all parties other than the City until after the contract is awarded. Afterward, the Proposals shall be available to the public.
- 3.0 The City of Houston shall not be held accountable if material from responses is obtained without the written consent of the Offeror by parties other than the City, at any time during the Proposal evaluation process.
- 4.0 In the event an Offeror submits trade secret information to the City, the information must be clearly labeled as a **"Trade Secret."** The City will maintain the confidentiality of such trade secrets to the extent provided by law.
- 5.0 Offeror(s) shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City of Houston (including any and all members of Proposal evaluation committees).
- 6.0 Offeror(s) shall not collude in any manner, or engage in any practices, with any other Offeror(s), which may restrict or eliminate competition, or otherwise restrain trade. This is not intended to preclude subcontracts and joint ventures for the purposes of: a) responding to this RFP; or b) establishing a project team with the required experience and/or capability to provide the goods or services specified herein. Conversely, the City can combine or consolidate Proposals, or portions thereof, for the purposes mentioned above.
- 7.0 All Proposals submitted must be the original work product of the Offeror. The copying or paraphrasing of the work product of another Offeror is not permitted.
- 8.0 The RFP and the related responses of the selected Offeror will by reference (within either a contract or purchase order) become part of any formal Agreement between the selected Offeror and the City. The City and the selected Offeror may negotiate a Contract or contracts for submission to City Council for consideration and approval. In the event an Agreement cannot be reached with the selected Offeror, the City reserves the right to select an alternative Offeror. The City reserves the right to negotiate with alternative Offeror the exact terms and conditions of the contract.
- 9.0 Offeror(s), their authorized representatives and their agents are responsible for obtaining, and will be deemed to have, full knowledge of the conditions, requirements, and specifications of the RFP at the time a Proposal is submitted to the City.
- 10.0 The Agreement(s) shall become effective on or about January 1, 2012 for a term of three (3) years. The City of Houston reserves the option of extending the Agreement(s) on an annual basis for two (2) additional one-year terms, or portions thereof.
- 11.0 **Reserved**
- 12.0 Clerical support and reproduction of documentation costs shall be the responsibility of the Prime Contractor. If required, such support and costs shall be defined in the negotiated Agreement.
- 13.0 Prime Contractor personnel essential to the continuity, and the successful and timely completion of the project should be available for the duration of the project unless substitutions are approved in writing by the City Project Director.
- 14.0 The Prime Contractor will be expected to adhere to all standard contractual requirements of the City which shall include, but are not limited to, provisions for: Time Extensions; Appropriation of Available Funds; Approvals; Term and Termination; Independent Contractor; Business Structure and Assignments; Subcontractors; Parties in Interest; Non-Waiver; Applicable Laws; Notices; Use of Work Products; Equal Employment Opportunity; Force Majeure; and Inspections and Audits.

Questions for Houston RFP S30-T24076

1. **Question** - There were a number of questions raised in last week's meeting for which the City indicated that additional information would be provided. In light of the need for this additional information and the information that will be required in response to written questions received from vendors, will the City consider an extension to the date that Proposals are due (currently October 7) for fair consideration of the additional information to be provided by the City?

Answer - Submittal deadline extended until October 14th, 2011.

2. **Question** - Would it be possible for the City to supply a draft contract for form that vendors can consider? If not, can the City identify provisions of the RFP that it would consider as terms by reference to a possible agreement?

Answer - A draft contract is not available for review. However, all the language found in the RFP may, and will likely be used as language for any potential contract. Specifically, the sections referring to site requirements; the scope of work; data requirements etc.

3. **Question** - Please clarify if it is the City's intent to award (or favor award) to one vendor or if Multiple?

Answer - Vendors might be selected as indicated in the RFP.

4. **Question** - If multiple vendors are selected, how might volumes be divided between vendors to assure commercial viability for the infrastructure to be developed and provided by vendors to perform the work?

Answer - The RFP as stated may be awarded to multiple vendors. The division of the award will depend upon the proposals submitted.

5. **Question** - Page 4, 2.0: When will response documents be available for viewing and how will they be made available?

Answer - Letter of Clarification on the website

6. **Question** - Page 4, 10.0: Will the City consider longer terms for agreement under Alternate Proposals? What time periods would the City consider? Is there a maximum limit that would be considered?

Answer - The term agreement will depend upon the Proposals submitted.

7. **Question** - Page4, 11.0: Please explain the availability of working space provided by the City. Are City properties available for use under this project by potential vendors? For instance, are City properties available as deposit points? How would such property be valued (exchange of value between City and vendor) by the City in the review process?

Answer - Item 11.0 on page 4 will be deleted from the RFP in the Letter of Clarification.

8. **Question** - Page 5, 15.0: What would the City consider as the likely 'cure' or 'correction' period in cases of alleged default by the vendor?

Answer - Typically 30 days, however this will be based on the need or emergency.

9. **Question** - Page 6, 1.0 (all): Is this the expected language to be included in the Agreement for services with the City?

Answer - Yes

10. **Question** - Page 7, 2.3.1: Please explain the City's need to approve counsel for defenses by the vendor.

Answer - To guarantee that the counsel has trial experience in the indemnity process .

11. **Question** - Page 10, 4.1: We are unsure how this might practically occur and be resolved. Can the City explain possible resolution (cure) terms for such allegations?

Answer - For example, profanity by contractor's workers while performing a task in public. Cure terms would be issued by a notice to the contractor to stop the behavior immediately.

12. **Question** - Page 10, 7.1: Is this expected language to be contained in an Agreement for services. As currently worded, the provision would appear to provide for a forfeiture of claims by the vendor regardless of possible merit.

Answer - Yes.

13. **Question** - Page 13, 1.0 (all): The language describes the current program and intent for progression. However, here and in following text there is no description of the possible schedule for program expansion and conversion; critical questions when considering infrastructure to be provided by vendors. Can the City provide any more details or insight as to its plans for expanding the current program and conversion?

Answer - The City intends to expand the Single Stream Recycling Collection program as quickly as resources allow.

14. **Question** - Page 14, 2.2: In Item 2.1 for the baseline proposal, collection services are specifically excluded. The exclusion is not provided in Item 2.2. If firms submit proposals for the collection of materials, especially for the expansion or conversion of the existing program as opposed to current collection, is that a favorable item for consideration by the City? How will that be weighted in the consideration of proposals?

Answer - If an idea is not specifically excluded from inclusion in the Supplemental Proposals, then it may be included. The Supplemental Proposals will be evaluated based on the ability to meet the City's business needs and what may provide the best value to the City of Houston.

15. **Question** - Page 15, 3.6: The Commodity Selling Price refers only to the OBM as a pricing index indicator. This index is useful for fiber grades but no reference index has been provided for the container (no-fiber) fraction.

Answer - Additional indexes for non-fiber commodities have been supplied in the Letter of Clarification.

16. **Question** - Page 16, 3.17: Understanding and recognizing the comments made at the meeting regarding the City's intent for "out throw" (separate from market standards), can the City clarify the intent for possible capture of materials occurring as residue as limited in cost to the prevailing cost for disposal or other more favorable disposition price?

Answer – Section remains as stated.

17. **Question** - Page 18, 6.1.7: Please explain the intent for the supply of this information and the practical intended use. Although we can appreciate the fair exchange of information that may affect the City's ability to deposit materials at the site, this level of exchange would be regarded as more minutia of the day-to-day commercial operations of the facility not affecting strict performance of services.

Answer - It is important that the City be aware of the operations of any entity that contracts with the City.

18. **Question** - Page 18, 7.1: The City agreed to supply additional information detailing the current generation and routing relative to its service centers so that proposers would have a better idea for possible volumes on a more localized basis.

Answer - This information has been supplied in the Letter of Clarification. Additional maps showing the current routes and number of homes have been provided.

19. **Question** - The application of this provision is unclear. Does this mean City equipment or employees? As in the preceding comment, this would not be expected to affect strict performance of services.

Answer - Page 19, 9.2 does refer to City equipment and employees.

20. **Question** - Page 20, 11.1: Will the City consider a limit or ceiling for required hours extending past normal operating hours after which supplemental charges would be applied? Although base hours are defined, it appears that the City may on a "not uncommon" basis request additional hours for late receipts? This can negatively impact the overall costs of operation at the site.

Answer - As stated in the RFP, page 20, 11.1 any potential contractor would be responsible for adapting and responding to any changes to the City's Collection Schedule at no additional cost to the City.

21. **Question** - Page 20, 12.1: Please explain the intent for the Site Inspectors, likely occurrence and supervision. This requirement is troubling in the context of the Indemnification provisions included in the document.

Answer - Site inspectors would be present in any potential agreement as a means to allow the City to ensure proper operations and handling of City delivered Recyclable Materials.

22. **Question** - Page 21, 14.1: At the meeting, it was suggested that this value be changed to a unit value (X dollars per ton) rather than a set fee given the possible uncertainty over received tons.

Answer - This information has been provided in the Letter of Clarification.

23. **Question** - Page 21, 16.1: Can the City better define the word "local" in this item and the possible limits for consideration (County, within X miles of City limits, etc).

Answer - This information has been provided in the Letter of Clarification.

24. **Question** - Page 22, 18.1: Can the City expand on the intent of this item and the likely wording in Agreement? A casual reading would indicate that the City would have broad latitude in defining the day-to-day terms of the work under the Agreement, making it difficult for a vendor to effectively plan and manage work product on a consistent basis.

Answer - Both parties would have to agree and negotiate upon the manner of the task and Make certain the price is reasonable.

25. **Question** - Page 28, 9.2.3.4: Can the City provide its written specifications for recycling carts?

Answer - 90-100 Gallon, 2-wheeled with hinged lid, 10 year warranty.

26. **Question** - Page 29, 2.1.4: Relative to possible expansion and current capabilities, it would be very helpful if vendors were provided some insight as to the possible program expansion/conversion and possible timelines.

Answer - The City intends to expand the Single Stream Recycling Collection program as quickly as resources allow.

27. **Question** - We are requesting more time to deliver a sustainable solution in the form of an rfp to the City. Will the City of Houston extend the rfp submittal date from October 7, 2011 to November 18, 2011 (roughly 45 days)?

Answer – The RFP is due on October 14, 2011

28. **Question** - We are requesting that the City of Houston extend the “contract start date” to at least August 31, 2012.

Answer - We do not agree to extend the contract start date. It will remain as planned.

29. **Question** - Since the winning contractor cannot control or manage the city’s employees or agents’ acts, the contractor has no way to manage the potential risk or liability for any negligent acts committed by the City’s employees. As such, will the City agree to remove the RFP provision in the indemnity language that requires the Contractor to indemnify the City for its own actual or alleged negligence? If not, will the City agree to cap the Contractor’s requirement to indemnify the City for the City’s own negligence to a maximum of \$50,000? This \$50,000 cap would not apply to damages caused by the Contractor’s own negligence.

Answer – No.

30. **Question** - The City’s RFP provides that if a bidder takes exceptions to the RFP, those exceptions may negatively affect the City’s evaluation of the bidder’s proposal and could result in possible rejection of the proposal. Before the City rejects a bidder’s proposal because it contains exceptions, will the City contact the bidder to determine whether the bidder is willing to waive or withdraw any or all of its exceptions?

Answer – No.

No additional questions will be accepted.