

**Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744**

ADDENDUM

Addendum Number: 01 **Date:** March 20, 2024
Solicitation Number: 802-24-45458
Solicitation Title: Trash Services Davis Mountains and Indian Lodge State Park
Due Date/Deadline: March 26, 2024, 2:00 p.m. CT
Purchaser: Judy Ahrens

PURPOSE OF ADDENDUM: CLARIFICATIONS, CORRECTIONS AND REVISIONS TO SPECIFICATIONS

Except as provided herein, all Terms and Conditions of the document referenced herein, remain unchanged and in full force and effect. The following are specifications to this solicitation. This Addendum may be attached to and form a part of the referenced solicitation document and any resulting awarded contract and may be considered in your response.

Corrections to Specifications

Page 1, Line Item 1 Description is corrected to read:

DAVIS MOUNTAINS STATE PARK:

Provide refuse and trash collection for the months of ~~March through February~~ June through May with two (2) pickups per week between Monday and Friday

Page 1, Line Item 2 Description is corrected to read:

INDIAN LODGE:

Provide refuse and trash collection for the months of ~~March through February~~ June through May with two (2) pickups per week between Monday and Friday

Item 4) h) table on page 5 is corrected to read:

DAVIS MOUNTAINS STATE PARK			
MONTHS	CONTAINER SIZE	NUMBER OF CONTAINERS	TIME AND FREQUENCY OF PICK-UPS
September through August June through May	Three (3) cubic yards	Seven (7)	Trash pick-up two (2) times per week on days to be mutually agreed upon between TPWD and Contractor
INDIAN LODGE			
MONTHS	CONTAINER SIZE	NUMBER OF CONTAINERS	TIME AND FREQUENCY OF PICK-UPS
September through August June through May	Three (3) cubic yards	Five (5)	Trash pick-up two (2) times per week on days to be mutually agreed upon between TPWD and Contractor

Revisions to Specifications

Item 7) a) Renewal Escalation is revised as noted below.

7) a) ~~Renewal Escalation: Price increases may be allowed with an approved justification at renewal upon mutual agreement of both parties. TPWD reserves the right to accept the proposed price, to propose an alternate price, or to terminate the contract for convenience.~~ **Annual Escalation: A price escalation may be allowed each contract year with an approved justification upon mutual agreement of both parties. TPWD reserves the right to accept the proposed price, to propose an alternate price, or to terminate the contract for convenience.**

Questions and Answers

1. **Question:** Will they be needing Bear-Proof containers?

Answer: TPWD does not require bear-proof lids for the 3 cubic yard containers.

2. **Question:** Is the price firm for the first two year term?

Answer: Price increases may be allowed annually, see IFB Section 7 Price Adjustment.

3. **Question:** Can we add a line item for roll off rental? It looks like they want the quote to roll the rental and delivery into one fee, Line Item 6, but we prefer to bid them as separate line-items

Answer: Bidders may add rental as a separate line item. Bid response should clearly state rental fee and delivery fee.

4. **Question:** Right to audit (20 in general terms) Can you clarify what this entails?

Answer: General Terms & Conditions, Item 20, Right to Audit/Records Retention states that the Contractor must keep all contract, invoicing and payment receipt documents for a period of seven (7) years after the date of submission of final invoices or until a resolution of all billing questions, whichever is later. Contractor must make these items available to the Comptroller of the State of Texas and the State Auditor in the event of an audit or investigation. Contractor shall ensure that the Right to Audit/Records Retention paragraph is included in any subcontract awarded.

5. **Question:** The bid specifies June thru May, but the service March thru February and page 5 for service requirements says September thru August? Can you clarify?

Answer: Routine service requirements will be consistent throughout the calendar year. TPWD will provide Contractor notification of any routine service requirement changes with a Purchase Order Change Notice or Contract Amendment, as applicable.

6. **Question:** Price adjustment at renewal with approved justification, but also states one increase per 12 months may be allowed with sufficient documentation. Can you clarify?

Answer: Please see Question 2 regarding price adjustment at renewal. Item 7) b) Landfill Disposal Fees allows for consideration of contract price adjustment due to increases in landfill fees. Only one increase per 12-month period will be considered.

Respondents are to acknowledge receipt of the Addendum and return a signed copy with proposal submission.

I acknowledge receipt of the Addendum.

Respondent's Authorized Signature

Date

Company Name