



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

April 7, 2014

ADDENDUM #3, BID E-28-14

Emergency Debris Management and Disaster Recovery Technical Assistance

To Whom It May Concern,

Please review the following questions/comments submitted by potential bidders, and answers from the City.

Q1: With regard to the payment and performance bonds, the language of the federal law-not just guidance-is that the contract must require 100% payment and performance bonds. While the City reserves its right to increase or decrease the bond value, this does not satisfy the clearly stated and unequivocal requirement.

Response: Thank you for your comment. It is the position of the City that the language stated within the RFP satisfies the legal requirements.

Q2: Question 3 involved hauling distance to the various disposal sites outside the City. The response was that it was up to the contractor to determine. This is an unsatisfactory response. FEMA will conduct a reasonableness evaluation to determine whether the pricing within the contract generally conforms to pricing within the geographic area. Because jurisdictions became creative in an effort to simplify the various matrices, FEMA restated the desired matrix in 9580.201 attachment 2. Keep in mind that FEMA will only reimburse for the usual costs of disposal experienced by the City. Secondly, contractors are charged a higher rate for disposal than previously arranged contracts with governmental agencies. The result is that if the City typically pays \$3.50 per cubic yard for vegetative debris disposal and the contractor is charged \$5.00, the City will be responsible for the extra \$1.50 **plus** their cost share of the \$3.50 (approximately 87.5 cents per cubic yard).

Response: Thank you for your comment. The original statement remains accurate: Means and methods, including hauling distances for temporary and final disposal locations, are up to the proposer to determine for pricing purposes. Stated otherwise, it is up to the bidder to determine the price.

Q3: Question 4 involved white goods and requested pricing for decommissioning and disposal of refrigerants as required by FEMA, DEQ and the EPA. Once again "means and methods" was the response. What the City is not seeing is that there is no way to track how many white goods contained refrigerants, how much was captured and how much was disposed of. Secondly, and perhaps more importantly, The contractors will

incorporate, at your suggestion and demand, the costs associated with the secondary operations into the price per item. Thus, the City will be paying a prorated share of the decommissioning costs for every item whether it contains refrigerant or not. This is not permitted. Once again, FEMA published 9580.201 attachment 2 to show the acceptable method of pricing for these items. Further, the secondary object that FEMA desires is core data for scenario development. They want to know what percentage of the white goods from a specific event contained refrigerant. They use all of the core data for planning purposes and profiling for future events. It is unclear why the City simply refuses to comply with clearly established guidance to the contrary and risk reimbursement in the process.

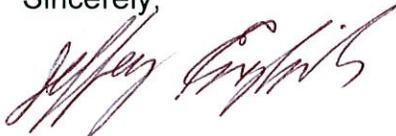
Response: Thank you for your comment. The original statement remains accurate: Means and methods, including compliance with local, state and federal requirements for processing white goods, are up to the proposer to determine for pricing purposes. Stated otherwise, it is up to the bidder to determine the price.

Addendum # 3 is posted on the City's website: <http://www.pompanobeachfl.gov>. Bidders must submit their bid with the revised information. Acknowledge receipt of this Addendum in the area provided on Page 18 of the bid.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), April 17, 2014.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jeff English".

Jeff English
Purchasing Agent

cc: website
file