



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

December 9, 2014

**ADDENDUM #6, RFP T-05-15**

**RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES**

To Whom It May Concern,

Please review the following questions and responses for RFP T-05-15, Residential and Commercial Waste Collection Services.

**Q1:**

**RECOMMENDATIONS**

1. Please eliminate from C and D Service the use of 15 yard containers.
2. On page 8, under "Temporary Construction and Demolition (C&D)" Roll off container franchise fee:
  - a. The City should consider implementing a "Regulated Open Market"(ROM) for all construction and demolition debris, similar to the Cities of Plantation, West Palm Beach and Boca Raton.
  - b. The City establishes an Ordinance which provides that all qualified haulers (ROM) of C&D are required to pay to the City an annual license fee e.g. (\$6,000 – \$10,000) per year with a 12% franchise fee. The Hauler would be required to have adequate insurance coverage, a customer service phone number and adequate repair facilities to keep the trucks operating and meeting all safety standards to protect the Health, Safety and Welfare of the City of Pompano Beach.
  - c. This model serves as an additional source of revenue stream to the City as it creates an open regulated market that promotes competition in the market place and eliminates and precludes predatory pricing by one Franchise Hauler. The consumers and user have the ability to negotiate affordable competitive prices that will serve their long term business interests.
3. Paragraph 5 "Local Business Program" - is there a mechanism where a local business will receive points in the evaluation criteria as set forth in the RFP on page 17?
4. On page 20, Section 18. "Termination" we strongly suggest that the contractor be provided a cure and notice prior to termination and be given a reasonable amount of time to remedy the failure to perform.

**Responses:**

1. Will eliminate pricing requirement for 15-yard containers.
2. May take into consideration at a later time, separate of this RFP.
3. No.
4. Within the Draft Agreement, page 22, section 12.6.3, Dispute Resolution Process, AND also within, page 32, section 17.3 Liquidated Damages, are proposed language that speaks to non-performance and the process the Contractor can follow.

**Q2:**

**QUESTIONS**

**Residential Collection Service Options #1 - #3**

1. Can all three (3) of these service options be bid with semi-automated equipment that would be a rear load type vehicle with 2 cart tipplers on the back?
2. If clean yard waste is placed at the curb, can it be picked up and recycled?
3. Does the bulk currently get disposed of at Monarch Hill? If so, has that been the practice during the duration of this last contract extension?
4. Regarding the Small Business Enterprise Program – will the City encourage and foster the participation of M&WBE Enterprises for this as well?
5. Is the required information mailer just for residential, SF, duplex and triplex?

**Response:**

1. Yes. The method of collection is up to the Proposer, and should be stated within Tab 2: Technical Proposal (RFP, page 12, section a - Collection Services).
2. All materials are required to be delivered to the designated facilities as per RFP and Draft Agreement.
3. All materials are required to be delivered to the designated facilities as per RFP and Draft Agreement.
4. Yes.
5. Please refer to Article 14 Educational Outreach, page 26, within the Draft Agreement for more specifics.

**Q3:**

**QUESTIONS & CLARIFICATION REGARDING C&D**

1.
  - a. Section 96.18 of the Pompano Beach Code provides that the definitions in the Disposal Agreement between Reuter Recycling of Florida, Inc. and the City of Pompano Beach dated April 22, 2003 as amended (the "Disposal Agreement") apply.
  - b. Paragraph 2 (a) of the Disposal Agreement defines Acceptable Waste as "Curbside Recyclable and non-hazardous Solid Waste..."
  - c. Paragraph 2 (c) of the Disposal Agreement defines Solid Waste as non-hazardous and "*non-special*" municipal solid waste, as defined in 62 F.A.C. 701.200.
  - d. Section 62 F.A.C. 701.200 (113) follows Section 403.703 (31), Florida Statutes, and both specifically include in the definition of Special Wastes "construction and demolition debris." *Non-special*, therefore, would *exclude* construction and demolition debris. Since C&D is excluded from the definition of Solid Waste, classifications of such waste are inapplicable.
  - e. Further, Section 96.18 of the Pompano Beach Code defines loads which are comprised of in excess of 50% by volume of Non-processable Waste (including C&D) to be Unacceptable Waste *not covered* by the Disposal Agreement.
  - f. Since C&D, therefore, is definitionally *not covered* by the Disposal Agreement, please confirm that Respondents to the RFP are free to recycle or dispose of C&D at facilities other than Central.

**Response:**

The following is in response of your question pertaining to Respondents ability to recycle or dispose of C&D at facilities other than Central (Monarch Hill): All materials (including C&D) must be delivered to the designated facility based upon the language of the RFP and Draft Agreement. Therefore, Respondents are not free to recycle or dispose of materials at facilities other than those defined within the Disposal Agreement.

This statement is supported by the following sections within 62 F.A.C 701.200, Disposal Agreement, and City Ordinance:

1. §96.18 SOLID WASTE FLOW CONTROL, subsection (B) Waste Flow Control, paragraph 2, *The city hereby directs that all solid waste generated within its geographic boundaries be delivered to the resource recovery system transfer or disposal facility or facilities designated in the plan of operation under the solid waste disposal agreement; and*
2. §96.18 SOLID WASTE FLOW CONTROL, subsection (A) SOLID WASTE DISPOSAL AGREEMENT. *The solid waste disposal agreement dated April 22, 2003; and*
3. Disposal Agreement, paragraph 2(a), states: *"Acceptable Waste" means Curbside Recyclables and non-hazardous Solid Waste (Class I and Class III) that does not require the Facilities to incur any handlings costs in excess of those attributable to Class I Solid Waste and each which shall be expressly authorized pursuant to any and all laws, regulations, authorizations, permits, contracts, registrations and notices of intent...; and*
4. Disposal Agreement, paragraph 2(d), states: *"Class III solid waste" means Solid Waste that is composed of carpet, cardboard, paper, glass, plastic, furniture other than appliances (including White Goods - CFC and White Goods - Non-CFC), and other bulky materials; and*
5. Disposal Agreement, paragraph 2(c), states: *"Solid Waste" means non-hazardous and non-special municipal solid waste as defined in 62 F.A.C. 701.200 to the extent that such materials are of the type and consistency to be lawfully accepted at the Facility under applicable federal, state and local laws and regulations, and Authorizations; and*
6. 62 F.A.C. 701.200, section (107), states: *"Solid waste" means: sludge that is not regulated under the federal Clean Water Act or Clean Air Act, as well as sludge from a waste treatment works, water supply treatment plant, or air pollution control facility; or garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from domestic, industrial, commercial, mining, agricultural, or governmental operations; and*
7. 62 F.A.C. 701.200, section (113), states: *"Special wastes" means solid wastes that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps*

**Q4:** Addendum No. 4 released by the City on Friday, December 5, 2014 appears to have contained conflicting responses regarding the collection method of the 5,307 Multi-family homes listed in the chart on page 4 of the RFP, please see Question No. 2 and Question No. 35. The chart referred to in Question No. 2 includes 57 carts and containers that range from 1 yard to 8 yards. In Question No. 35, the City states that all these collections are all curbside collections.

The following is a clarifying question Progressive wish to ask:  
In Addendum 4 , there are conflicting responses regarding the 5,307 Multi-Family "Residential-Type Service" on page 4 . Question No. 2's response states that the chart at the bottom of page 4 are the containers that service those units. Please note that the chart includes carts and containers that vary in size from 1-8 yards.

**Response:** Clarification: The 5,307 Multi-Family units are serviced curbside. The 57 carts listed are part of the curbside service; however, the majority are serviced via pail or bags. The containers (compacted or non-compacted) are not serviced curbside.

**Q5:** No. 35 states "the 5,307 are all on curbside collections". How is possible for a vendor to service an enclosed 8 yard container curbside? Please advise

**Response:** Yes, 5,307 are serviced curbside. The accounts that are serviced via container (dumpster or compactor) are listed in Attachment C. The number of containers are listed in the carts on pages 4 & 5 of the RFP.

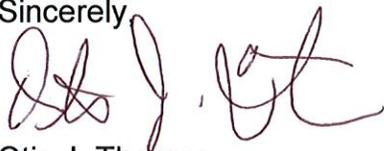
**Q6:** Should we assume that the 57 carts are picked up curbside, if so how should we submit a price as the multi-family is all containerized for 1-8 yard containers? Please advise.

**Response:** The pricing should be submitted as per RFP instructions via Attachment D.

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), December 11, 2014.**

The remainder of the solicitation is unchanged at this time.

Sincerely,



Otis J. Thomas  
General Services Director

cc: website  
file