

City of Hollywood, Florida

PROCUREMENT SERVICES ROOM 303
P. O. Box 229045 ZIP 33022-9045

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the City Commission of the City of Hollywood, Florida is advertising for Sealed Bids which will be received by the City Clerk of the City of Hollywood, Florida at City Hall, 2600 Hollywood Blvd., Room 221, Hollywood, Florida 33020 until **3:00 P.M., April 8, 2013**, at which time they will be opened and publicly read in the Procurement Services Office, Room 303, City Hall, 2600 Hollywood Boulevard, Hollywood, Florida. FOR: Waste Disposal Services

BID NO. F-4365-13-IS ADDENDUM NO. 1

Please make the following changes (additions, deletions or corrections) in the above named bid.

Below are the questions received in reference to the above named bid and the corresponding answers.

Q1: Do you have to bid on all services?

A1: As stated in Section 1.1, Bidders are not required to bid on all services.

Q2: Do facilities have to be located in Broward County?

A2: Facility location requirements are specified on the Bidder Response Forms that are provided in Part VII of the IFB.

Q3: Will the City consider modifying the insurance requirements (section 1.12, page 10) and indemnification requirements (section 1.13, page 11), and bid security (section 1.16, page 12) to enable a local government agency to bid?

A3: No. If a local government agency submits a bid and there are any applicable state laws that may affect these provisions, the parties will address these issues if the award is given to such local governmental agency.

Q4: Section 1.11: What additional items/duties does the City have in mind? Will the City consider deleting this clause?

A4: City does not have any specific items or duties in mind at this time; however, this clause remains as stated.

Q5: 4.1.2 (iv) page 28: HHW - Would the City modify the Hollywood residents only requirement and allow other municipal usage at the same site?

- A5: Contractor can accept HHW from whoever it wishes, but City will only pay for HHW delivered by City residents. Contractor shall weigh material and invoice the participating CESQG for the materials delivered to the Drop-Off HHW site. City will not pay for HHW delivered by Conditionally Exempt Small Quantity Generators (CESQG), residents of other municipalities, or any other entity.**
- Q6: 4.1.2 (iv) page 28: HHW- Would the City accept a continuation of the current County program practice that allows small business (conditionally exempt small quantity generators) to use the same contracts as the County, in lieu of accepting materials from small businesses at the site?
- A6: It is the City's intent to allow Conditionally Exempt Small Quantity Generators (CESQG) to utilize the Drop-Off HHW Site. CESQG bringing materials to the site shall be responsible for payment for such materials at the same rates listed on the Contractor's Bidder Response Form. The selected Bidder (Contractor) is responsible for developing a methodology acceptable to the City for allocating payment by the City, the CESQG, and other entities utilizing the Drop-Off HHW facility.**
- Q7: 4.1.3 (ii) page 29: HHW – Would the City accept a customer count and proportionate quantity calculation process instead?
- A7: Yes, the City will allow this approach if receipt of materials from multiple jurisdictions or other entities does not allow a more precise measurement.**
- Q8: 4.1.6 (v) page 30: HHW- Would the City agree to adjust annual service fees at 100% of the CPI?
- A8: The CPI adjustment remains as stated in the IFB.**
- Q9: 5.1.2 (v) page 33: Commingled Waste Drop-Off – Would the City modify the Hollywood residents only requirements and allow other municipal usage at the same site?
- A9: Contractor can accept Commingled Waste from whoever it wishes, but City will only pay for Commingled Waste delivered by City residents. City will not pay for commercial Commingled Waste or for Commingled Waste from other municipalities.**
- Q10: 5.1.2 (vi) and 5.1.3 (ii) page 33: Commingled Waste Drop-off–Would the City accept a customer count, off-site weigh tickets and proportionate quantity calculation process instead of this sorting and measuring process?
- A10: Yes, the City will allow this approach if receipt of materials from multiple jurisdictions or other entities does not allow a more precise measurement.**
- Q11: 5.1.6 (vi) page 35: Commingled Waste Drop-off - Would the City agree to adjust annual service fees at 100% of the CPI?
- A11: The CPI adjustment remains as stated in the IFB.**

Q12: Part VII page 55: Does the "Piggy Back" provision cover all Bid components, including Commingled Waste Disposal, Drop-off HHW, Drop-off Commingled, and Recyclable Processing?

A12: The piggybacking clause on page 55 is modified as follows: "The City is providing the opportunity for other governmental entities to utilize the services provided by any contract resulting from this bid. The Bidder will extend the same price, terms and conditions to other governmental entities located in Broward County during the period covered by this contract, if interested."

Q13: What will be the procedure and how will the City ensure and enforce that all the permitted commercial haulers deliver all permitted waste to the City-designed facility?

A13: As detailed in the City Ordinance 50.05 (C)(d)(5), all Permitted Commercial Haulers must deliver waste to the facility designated by the City Manager. If necessary, the City's Sanitation Code Enforcement Inspector will perform flow control enforcement and documentation to ensure waste is delivered to the designated facility.

Q14: Does material not from the City of Hollywood get deemed Unacceptable Waste?

A14: City will pay only for waste generated by City residents. Any vehicles delivering waste from other sources will not be paid for by City.

Q15: Can the Contractor refuse to accept loads from a permitted commercial hauler for non-payment or the continued delivery of non-contracted or unacceptable waste?

A15: This is not a new issue. Commercial haulers currently deliver waste to Broward County's facility. Whatever policy is currently used by Broward County should address the Contractor's concerns. This is not a City issue.

Q16: How did the City arrive at the 40,000 estimated tons of commercial waste?

A16: Commercial tonnage was estimated by subtracting the known quantity of residential waste (from invoices paid by the City to the residential service provider) from the total amount of tonnage (commercial and residential) attributed to the City of Hollywood by the current disposal contractor.

Q17: Can glass be calculated in at a negative value if confirmed by RecycleMarket.net?

A17: To calculate the Average Market Value, the values for all materials shall be as specified in the market index even if the value for a particular commodity is negative.

Q18: Household waste, including HHW, is exempt from federal hazardous waste regulations and liability under RCRA Subtitle C. Therefore, HHW is not regulated under RCRA as a hazardous waste.

Question: Is it the intent of the City to allow a contractor to manage the HHW collected as RCRA-exempt waste? Or will the City require the contractor to

manage the HHW program as a Subtitle C hazardous waste, and comply with 40CFR and 49CFR regulations concerning identification, collection, handling, consolidation, packaging, transportation, treatment, storage and disposal of hazardous waste handled by the contractor for the City?

A18: The Contractor shall manage all HHW and waste delivered by residents and CESQG in compliance with all federal, state and local laws and regulations. It is up to the Contractor if it wishes to exceed the regulatory requirements.

Q19: 4.1.1 (v) Contractor shall provide the City with an Operations Plan detailing the following: Methodology of how materials will be managed, collated, containerized and/or palletized, tracked, weighed, and/or transported from the Drop-Off HHW site to final disposal/recycling facilities.

Question: What entity will be the generator of record for these waste shipments?

A19: The City of Hollywood shall be the generator of record for all materials received at the Drop-Off HHW site from City residents and CESQG located within the City.

Q20: Part IV – Drop-Off Household Hazardous Waste Acceptance and Disposal subpart (iv) states “Small businesses shall be allowed to utilize the Drop-Off HHW Site upon verification of a City business license”.

Question: What is the definition of “Small business”? Conditionally exempt small quantity generators (CESQG) are exempt from most federal hazardous waste requirements. However, small quantity generators (SQG) must follow most federal hazardous waste requirements and should not be allowed to participate in an HHW/CESQG program.

Question: Is it the Contractor’s responsibility to establish procedures to differentiate between the two types of generators, CESQG vs. SQG?

A20: It is the City’s intent to allow Conditionally Exempt Small Quantity Generators (CESQG) located in the City to utilize the Drop-Off HHW Site. CESQG bringing materials to the site shall be responsible for payment for such materials at the same rates listed on the Contractor’s Bidder Response Form. Contractor shall weigh material and invoice the participating CESQG for the materials delivered to the Drop-Off HHW site. It is not the intention of the City to allow Small Quantity Generators (SQG) to use the Drop-Off HHW site. The Contractor shall be responsible for establishing procedures to differentiate between CESQG and SQG.

Q21: **Question:** If the City requires the contractor to manage the HHW waste collected as Subtitle C hazardous waste, does the City have a disposal hierarchy of preferred disposal methods?

Question: If the City requires the contractor to manage the HHW waste collected as Subtitle C hazardous waste, will the contractor be required to identify in writing the RCRA permitted treatment/disposal sites (TSD) intended to be used? Will the contractor be required to identify any enforcement action against each TSD facility proposed for use in this project?

A21: The City is only requiring the Contractor to collect HHW from City residents and from CESQG located within the City.

The Contractor shall manage materials as allowable by law, however the City's preferable hierarchy is to reuse, recycle followed by disposal.

As stated in Section 4.1.1(vi), the Contractor is required to provide documentation of all end markets for all HHW and E-Waste at least 60 days prior to Commencement Date.

Q22: Question: Does the City require a contractor to have experience running similar HHW programs? If so, will the City require the contractor to submit references?

A22: Bidder must meet the minimum qualifications specified on the Bidder Response Form for Drop-Off HHW Services (pages 47-49 of the IFB), which requires providing three references.

Q23: Question: Does the City require the contractor to provide certificates of disposal for household hazardous waste collected?

A23: Yes, the City will require Certificates of Disposal for all HHW received at the Drop-Off HHW site, within 60 days of waste manifest date.

Q24: Question – Will you consider removing the requirement within 4.1.4 (i) to report monthly tonnage by delivery date, time and vehicle type? Because this is HHW, all vehicle types will be personal vehicles. Weights of individual deliveries are not captured electronically, so maintaining this requirement would build in operational inefficiencies and drive up cost with no deliverable benefit. The program will know the total number of users per month and the total volume collected per month, so average tonnage per participant is a more reasonable data point to be tracked.

A24: Vehicle type might include automobile, pickup, trailer, etc. Weight is required by type of material, not by vehicle. See also response to question 7.

Q25: Part VII – Required Forms, Page 43 - What documentation is the city requiring in order to determine the qualification of the Bidder or its key personnel possessing at least five (5) years of experience providing Solid Waste disposal services in a similar sized or larger communities?

A25: Such documentation might include customer/contract information with an explanation of services provided, number of customers or population, dates of service, etc. The reference information on the Bidder Response Form could be used to document this or the Bidder may attach additional information to the form as documentation.

Q26: Part VII – Required Forms, Page 43 - What does the city mean by similar sized or larger communities? Is this based on the square miles of land? Is it based on population size? Is it based on number of home and businesses?

A26: Similar population or tonnage. This City wants to ensure the selected Bidder is capable of handling the quantity of waste generated by the City.

Q27: Part VII – Required Forms, Page 43 - Does the city consider experience handling Construction and Demolition Debris (C&D) the same as Solid Waste experience, since C&D is part of the State definition of Solid Waste?

A27: City will consider handling C&D debris the same as Solid Waste for the purposes of demonstrating experience

Q28: Part VII – Required Forms, Page 43 - Can the proposer propose multiple Primary Designated Solid Waste Disposal Facilities?

A28: Yes, as long as the Designated Solid Waste Receiving Facility meets the specified location requirement.

Q29: Part VII – Required Forms, Page 43 - Can the proposer propose Alternate Designated Solid Waste Disposal Facilities, but not be limited to use only due to natural disaster?

A29: City is willing only allow the use of the Alternate Disposal Facility, outside of a natural disaster, if approved, in writing, by the Contract Administrator.

Q30: Part VII – Required Forms, Page 43 - What documentation does the city require as proof that the facility is properly permitted /licensed?

A30: Copies of all necessary state and local permits and licenses.

Q31: Part VII – Required Forms, Page 43 - If the permits/licenses for the Designated Solid Waste Disposal Facility is more than 10 pages long, is it a disqualification to omit providing the entire/complete permit/license in the submittal of the Bid?

A31: Bidder should provide whatever it deems necessary to demonstrate that it has the necessary permits/licenses.

Q32: Part VII – Required Forms, Page 43 - What documentation does the city require to satisfy the statement that "Such Facility shall have no outstanding compliance issues, including but not limited to, notices of violation, consent orders, etc.?"

A32: Affirmative statement that the facility has no outstanding compliance issues. If the City finds that the statement is not correct, the bid will be deemed nonresponsive.

Q33: Part VII – Required Forms, Page 43 - Does the City have any say in approving or disapproving Designated Solid Waste Disposal Facilities?

A33: City will not award a contract to use a disposal facility that the Bidder has not demonstrated is in compliance with all federal, state and local laws and regulations and capable of handling the City's solid waste. As stated in Section 2.1.1, any change in the Designated Solid Waste Disposal Facility must be approved by the Contract Administrator.

Q34: Part VII – Required Forms, Page 43 - Does the City have any say in approving or disapproving Designated Solid Waste Receiving Facilities?

A34: City will not award a contract to use a Designated Solid Waste Receiving Facility unless it meets all requirements specified in the IFB. As stated in

Section 2.1.1, any change in the Designated Solid Waste Receiving Facility must be approved by the Contract Administrator.

- Q35: Part VII – Required Forms, Page 44 - In regards to the three (3) references of customers to which the Bidder has previously provided Solid Waste disposal services. Do they have to be of comparable value to the contract value of the Bid? Would a reference with a contract value of \$2,500 annual suffice?
- A35: Bidder may provide any references it so chooses. If the references are also intended to document that the Bidder has the necessary experience (Item 1 on page 43), then the references should be of similar size or larger.**
- Q36: Part VII – Required Forms, Page 44 - In regards to the three (3) reference of customers to which the Bidder has provided Solid Waste disposal services. Does C&D contract count as a reference, since C&D is part of Solid Waste?
- A36: City will consider C&D debris the same as Solid Waste for the purposes of demonstrating experience.**
- Q37: Part VII – Required Forms, Page 44 - Do references that obtain Solid Waste service thru piggy-backing on another city's contract count? Is it only contracts obtain thru a Bid or RFP?
- A37: References may include customers that have piggybacked on another jurisdiction's contract.**
- Q38: Part VII – Required Forms, Page 43 - Will the City institute flow control to assure that Commercial Haulers use the Designated Solid Waste Receiving Facility?
- A38: As detailed in the City Ordinance 50.05 (C)(d)(5), all Permitted Commercial Haulers are contractually required to use the facility designated by the City for disposal.**
- Q39: Part VII – Required Forms, Page 43 - Will the City amend their ordinance to institute penalties on Commercial Hauler that fail to use the Designated Waste Receiving Facility?
- A39: As detailed in the City Ordinance 50.05 (C)(d)(5), failure of a Permitted Commercial Hauler to deliver waste to the designated facility shall be grounds for immediate revocation of their permit.**
- Q40: Part VII – Required Forms, Page 43 - Will the City institute an enforcement mechanism to assure that Commercial Haulers use the Designated Solid Waste Receiving Facility?
- A40: As detailed in the City Ordinance 50.05 (C)(d)(5), all Permitted Commercial Haulers must deliver waste to the facility designated by the City Manager. If necessary, the City's Sanitation Code Enforcement Inspector will perform flow control enforcement and documentation to ensure waste is delivered to the designated facility. Failure of a Permitted Commercial Hauler to deliver waste to the designated facility shall be grounds for immediate revocation of their permit.**

- Q41: Part VII – Required Forms, Page 43 - Will the City consider exempting Commercial Waste collected from Commercial Haulers from utilizing the Designated Solid Waste Receiving Facility?
- A41: No, as detailed in the City Ordinance 50.05 (C)(d)(5), all Permitted Commercial Haulers are contractually required to use the facility designated by the City for disposal.**
- Q42: Part VII – Required Forms, Page 43 - If the Bidder is a corporation, does the City require a corporate resolution authorizing the corporation to bid for the City Bid No.: F-4365-13-IS?
- A42: The IFB does not require such resolution, however, if Bidder has such resolution then Bidder should submit.**
- Q43: Part VII – Required Forms, Page 43 - If the Bidder is a corporation. Does the City require a Certificate of Authority for the Authorized Agent to bind the Corporation?
- A43: The first paragraph of Part VII- Required forms has the signer of the bid swear or affirm that all information submitted with the bid is true, and that the signer is authorized to complete the Bidder Response Form on behalf of the company. Thus, a Certificate of Authority is not required, however, if the Bidder has such Certificate it may be submitted.**
- Q44: Part VII – Required Forms, Page 43 - Does the City allow Joint Ventures to participate in this Bid? If so, what documentation must the Joint Venture provide?
- A44: As long as all requirements of the IFB are met, the City does not object to a joint venture. However the City requires the joint venture to be legally created prior to the commencement of work.**
- Q45: Part VII – Required Forms, Page 43 - Will the City require any audited financial statements from Bidders?
- A45: Yes. As an additional bid requirement, Bidders must include the three previous fiscal year audited financial statements.**
- Q46: Part I, Information/Special Conditions, Section 1.21, Page 18 - Would the City impose any restrictions on this Bid, if the winning Bidder is wholly/partially acquired by another company after award?
- A46: See Page 6, #24 of the Terms and Conditions of the IFB, "The Contractor shall not transfer or assign the performance by this bid without the prior written consent of the Director of Procurement Services. Any award issued pursuant to this invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Director of Procurement Services. "**
- Q47: Part I, Information/Special Conditions, Section 1.7, Page 9 - Is it the City's intent not to give the Contractor a reasonable period of time to resolve to the

satisfaction of the City any issues pertaining to service? Example: A fifteen (15) day remedy period before written thirty (30) cancellation notice takes effect.

A47: The IFB addresses Contractor's failure to perform under the liquidated damages sections for each service.

Q48: Part I, Information/Special Conditions, Section 1.7, Page 9 - Could the City amend the Termination clause to include a For Cause?

A48: The current termination provision allows the City to terminate with or without cause. It is the intent of the City to receive responses from Bidders whose Facility(ies) are currently in place, so that there is no additional investment required by the Bidders to accommodate the City's solid waste flow wherein the proposer is not harmed if the City utilizes the without cause (for convenience) as there is no additional investment. Further, the IFB addresses the Contractor's performances under the liquidated damages provisions.

Q49: Part I, Information/Special Conditions, Section 1.7, Page 9 - Could the City amend the Termination clause to include a cure process, prior to declaring the Proposer in default/breach?

A49: See response to Question 47.

Q50: Part I, Information/Special Conditions, Section 1.14, Page 12 - Would the City consider amending to state "Damage to public and/or private property due to the negligence of the Contractor shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City?"

A50: The City will consider the following revised provision:

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage caused by the negligent or willful acts of the Contractor, its officers, employees, agents, subcontractors, partners, or invitees to public or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

Q51: Part II – Technical Specifications/Scope of Services for Solid Waste Disposal Services, Section 2.2., Page 22 - In regards to Commercial Haulers utilizing the Designated Solid Waste Receiving Facility, would the City allow the Contractor to require a bond in the amount of waste delivered in a period of 45 days billing to ensure that Contractor gets paid on the waste that the Commercial Hauler delivers to the facility?

A51: Yes.

Q52: Part I, Information/Special Conditions, Section 1.12, Page 10 - Does the City require that the insurance company be registered to do business in the State of Florida? Does the insurance company need to meet any minimum rating?

A52: Policies shall be issued by companies authorized to do business under the laws of the State of Florida, shall have adequate policyholders and

financial ratings in the latest ratings of A.M. Best, (B+) or better, and shall be part of the Florida Insurance Guarantee Association Act.

Q53: Part VI – Technical Specifications/Scope of Services for Recyclables Processing, Section 6.1.2., Page 37 - In regards to Recyclables Processing. What is the procedure for the handling of recyclables containing greater than 10% contamination?

A53: Please insert 6.1.2(ix) as follows:

The Contractor shall not reject any load of City Program Recyclables. If the Contractor determines a load of City Program Recyclables contains an excessive amount of Rejects, the Contractor shall inform the Contract Administrator of the delivery, vehicle number, date, time, and estimated quantity and type of Rejects of such load and the Contract Administrator will work with the City's Contract Hauler to reduce the quantity of Rejects in the future.

Q54: Part VII, Required Forms, Page 56 - It states "the bidder, have checked for any addendums to this bid, and will continue to check for any addendums up to the due date and time of this bid." Is there a requirement imposed by the City for the acknowledgment for any addendums?

A54: Yes. Bidders must sign and return with their bid package, any addendums that have been issued for this solicitation. Bidders must also acknowledge that they have checked for any addendums issued by filling out and signing the bid submittal completion confirmation form (page 56) of the bid document.

Q55: Part II, Technical Specifications/Scope of Services for Recyclables Processing, Section 2.2., Page 22 - Would the city consider changing the amount of the performance bond to equal half of the annual contract value to be consistent with value, since the figures are based on estimated annual tonnage, not monthly figures?

A55: Performance Bond language remains as stated in the IFB.

Q56: Part III, Technical Specifications/Scope of Services for Commingles Waste Disposal Services, Section, 3.1.2, Page 23 - In regards to Commingle Waste Disposal, is the City contemplating instituting a separate yard waste recycling collection program that will divert waste from the Commingle Waste disposal streams?

A56: City currently has no plans to institute a separate yard waste collection program.

Q57: Part III, Technical Specifications/Scope of Services for Commingles Waste Disposal Services, Section, 3.1.2, Page 23 - In regards to Commingle Waste Disposal, will the City consider imposing a restriction on the City from diverting waste from the Commingle Waste Disposal streams?

- A57: City is willing to put a clause in the Contract stipulating that the Contractor and City would negotiate, in good faith, a Contract amendment should the City institute a separate yard waste collection program.**
- Q58: Part III, Technical Specifications/Scope of Services for Commingles Waste Disposal Services, Section, 3.1.2, Page 23 - In regards to Commingle Waste Disposal, would the city consider limiting this service to the City's Residential Franchise Hauler and not the Commercial Haulers?
- A58: As stated in Section 3.1.2(i), this service is only for the City's Contract Hauler, not the Permitted Commercial Haulers.**
- Q59: Part III, Technical Specifications/Scope of Services for Commingles Waste Disposal Services, Section, 3.1.4, Page 25 - It states the report should include total tonnage diverted (by material type) from disposal by the Contractor. Is it the Contractor's or the City's discretion to determine the material type?
- A59: As stated in Section 3.1.2(vii), to the extent practical, the Contractor shall recycle any recyclable items collected in the Commingled Waste, including White Goods, and shall mulch, compost, or otherwise recycle Yard Waste. Other than this requirement, the specific material types recycled is at the Contractor's discretion.**
- Q60: Part III, Technical Specifications/Scope of Services for Commingles Waste Disposal Services, Section, 3.2, Page 26 - Would the city consider changing the amount of the performance bond to equal half of the annual contract value to be consistent with value, since the figures are based on estimated annual tonnage, not monthly figures?
- A60: Performance Bond language remains as stated in the IFB.**
- Q61: Part IV - Technical Specifications/Scope of Services for Drop-off Household Hazardous Waste Services, Section 4.2, Page 31 - Would the city consider changing the amount of the performance bond to equal half of the annual contract value to be consistent with value, since the figures are based on estimated annual tonnage, not monthly figures?
- A61: Performance Bond language remains as stated in the IFB.**
- Q62: Part V - Technical Specifications/Scope of Services for Drop-off Commingled Waste Services, Section 5.2, Page 35 - Would the city consider changing the amount of the performance bond to equal half of the annual contract value to be consistent with value, since the figures are based on estimated annual tonnage, not monthly figures?
- A62: Performance Bond language remains as stated in the IFB.**
- Q63: Part VI - Technical Specifications/Scope of Services for Recyclable Processing, Section 6.2, Page 41 - Would the city consider changing the amount of the performance bond to equal half of the annual contract value to be consistent with value, since the figures are based on estimated annual tonnage, not monthly figures?

A63: Performance Bond language remains as stated in the IFB.

Q64: Does the City have quantitative reliable data as to the number of users originating from the City of Hollywood that have utilized Broward County Trash Transfer Station?

A64: Based on information received from Broward County, 19.23% (4,423 out of 23,002) of users at the Trash Transfer Station were from the City of Hollywood.

Q65: Part III, Technical Specifications/Scope of Services for Commingled Waste Disposal Services, Section, 3.1.2 (iv), Page 24 - Does the Designated Drop-Off Commingled Waste Recycling have to have a certified scale onsite, or can the waste be weighed at a different location?

A65: Commingled Waste may be weighed at a different location as long as the loads of Commingled Waste weighed contain only Commingled Waste from City residents or an acceptable methodology for calculating the City's Commingled Waste has been approved by the City.

Q66: Part V - Technical Specifications/Scope of Services for Drop-off Commingled Waste Services, Section 5.1.4 (ii), Page 34 - It states the report should include total tonnage diverted (by material type) from disposal by the Contractor. Is it the Contractor's or the City's discretion to determine the material type?

A66: As stated in Section 5.1.2(viii), to the extent practical, the Contractor shall recycle any recyclable items collected in the Commingled Waste, including White Goods, and shall mulch, compost, or otherwise recycle Yard Waste. Other than this requirement, the specific material types recycled is at the Contractor's discretion.

Q67: Part V - Technical Specifications/Scope of Services for Drop-off Commingled Waste Services, Section 5.1.5 (ii), Page 34 The bid mentions a trilingual speaking person. What languages are covered under the trilingual? English/Spanish/French, English/Spanish/Creole, or any variation of three languages?

A67: Section 5.1.5(i) refers to a trilingual stand-alone flyer, not a trilingual speaking person. For the purposes of this Contract, trilingual shall mean English, Spanish, and Creole.

Q68: Part V - Technical Specifications/Scope of Services for Drop-off Commingled Waste Services, Section 5.1.5, Page 34 - It mentions advertisement of the programs in "Horizon, Sun-Sentinel, and/or other local newspaper..." Does this mean that the City wants the program advertised in at least three local newspapers, or does it mean that Horizon, Sun-Sentinel at the very least?

A68: It is the City's intention that the Contractor advertises the program in Horizons, Sun-Sentinel, and at least one other local newspaper. This is a minimum of three monthly advertisements.

Q69: Part V - Technical Specifications/Scope of Services for Drop-off Commingled Waste Services, Section 5.1.1 Page 32 - If a drop-off collection event is closed/cancelled because of imminent weather (hurricane, tropical storm), does the City expect not to be charged for the cancellation?

A69: The City does not intend to pay for any cancelled drop-off events.

Q70: Part VII – Required Forms, Page 43 – Please clarify how 20 miles driving distance will be calculated. Where is it being measure from? Is this a fix location (i.e. building)

A70: The 20 mile driving distance is measured in road miles from the location to the nearest City boundary.

Q71: Part VI - Technical Specifications/Scope of Services for Recyclable Processing, Section 6.1.2 (iv) Page 38 – What is the mechanism that the City will use to determine a 20 minute turnaround time from arrival to exiting the facility? Please clarify how this process will be examined or intended to be implemented?

A71: As stated in the referenced section, the average turnaround time for all delivery vehicles delivering recyclables on any given day cannot exceed 20 minutes. Turnaround time is measured from arrival at the facility to exit from the site. The City may request scale house records for a full day to verify the average vehicle turnaround time.

Q72: Pg. 6 - #24 - Assignment (requested changes in red-line (in bold-italics for addendum purpose))

“Contractor shall not transfer or assign the performance required by this bid without the prior written consent of the Director of Procurement Services; provided, however, the Contractor may assign the resulting agreement to any direct or indirect affiliate or subsidiary of the Contractor, or to any person or entity succeeding to all or substantially all of the Contractor’s assets (whether by operation of law, merger, consolidation or otherwise) without the written consent of the Director of Procurement Services. Any award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the Director of Procurement Services.”

A72: The proposed language is not accepted. Any assignment of the agreement after it is awarded will require City approval.

Q73: Pg. 6 - #26 – Indemnification (requested changes in red-line (in bold-italics for addendum purpose))

“**To the extent covered by applicable insurance,** ~~t~~The Contractor shall indemnify, hold harmless, and defend the City of Hollywood, its officers, agents and employees from and against any and all claims, damages liability, judgments or causes of action including costs, expenses and attorneys fees ~~incurred as a result of any error, omission or caused by a~~ negligent or willful act or omission by the Contractor its officers, employees, agents, subcontractors or assignees arising out of this bid.”

Further, **to the extent covered by applicable insurance**, Contractor shall indemnify and hold harmless the City, its officers, agents and employees, from and against all liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall defend the City in any suit, including appeals, for personal injury to or death of any person(s), or loss or damage to property, or pollution or environmental contamination, ~~arising out of~~ **caused by (i) Contractor's Disposal Facilities, or (ii) a negligent or willful act or omission of the Contractor in the performance (or non-performance) of Contractor of its obligations under the Contract. However, the Contractor's indemnification obligation shall not extend to and Contractor shall not be liable for any liabilities, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorneys' fees, and shall not be required to defend the City in any suit, including appeals, for personal injury to or death of any person(s), or loss or damage to property, or pollution or environmental contamination, caused by a negligent or willful act or omission of the City of Hollywood, its officers, agents or employees."**

A73: The proposed language is not accepted. The Indemnification provision set forth in the IFB remains firm.

Q74: Pg. 6 - #27 – Termination – City reserves right to cancel contract at anytime...- Please remove language

A74: See responses to Questions 47, 48 and 49.

Q75: Pg. 6 - #28 – Force Majeure (requested changes in red-line(in bold-italics for addendum purpose))

"If the City or the Contractor is prevented from or delayed in performing its duties pursuant to any contract resulting from this IFB due to Force Majeure, then the affected party shall be excused from performance thereunder during the period of such Force Majeure. The party claiming Force Majeure shall promptly notify the other party in writing when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. The term "Force Majeure" shall mean any event or condition having a material and adverse effect on the rights, duties and obligations of a party hereunder that is beyond the reasonable control, and not the result of willful or negligent action or omission or a lack of reasonable diligence, of the party relying thereon as justification for not performing. Such events or conditions may include, but shall not be limited to, an act of God, epidemic, hurricane, earthquake, fire, explosion, storm, flood or similar occurrence, an act of war, effects of nuclear radiation, blockade, insurrection, riot, labor unrest (other than with respect to employees of the party claiming relief), civil disturbance, restraint of government or people or similar occurrences, or damage caused by Hazardous Waste, explosives or radioactive waste entering a facility unless knowingly accepted by Contractor. In any event, Force Majeure shall not include the following: (a) the failure of any subcontractor or any supplier to furnish labor, services, materials or equipment, unless caused by an event of Force Majeure; (b) the suspension,

termination, interruption, denial or failure of renewal of any permit, license, consent, authorization or approval relating to the operation of a facility which is the result of any action or inaction or failure of the compliance by Contractor or any affiliate; ~~(c) any change in law (other than to the extent that Contractor's physical ability to process waste or recyclables is eliminated due to a change in law);~~ (d) loss or unavailability of personnel desired by Contractor to operate or maintain a facility; (e) wear and tear or obsolescence of any parts or equipment utilized in or at a facility; or (f) except as a result of an independent event of Force Majeure, the loss of or inability to obtain or retain any utility services, including water, sewerage, fuel oil, gasoline and electric power necessary for the operation of the facility."

A75: City's provision in IFB stands, proposed change is not acceptable.

Q76: Pg. 9 –#1.7 – Contract Term_(requested changes in red-line(in bold-italics for addendum purpose))

"Renewal Option. At the option of the City and with the concurrence of the Contractor, such contract may be renewed for two (2) additional terms of five (5) years under the same terms and conditions as the initial term, including amendments, subject to approval by the City Commission and the Contractor.

~~Termination: The City of Hollywood reserves the right to cancel any contract resulting from this IFB with or without cause.~~

A76: The proposed language is not accepted. This section remains as stated with the revision specified in question 48 and 74.

Q77: Pg. 10-11 - #1.12 –Insurance Requirements (requested changes in red-line(in bold-italics for addendum purpose))

Contractor shall maintain, at its sole expense, during the term of this agreement the following insurances:

Commercial General Liability Insurance naming the City as an additional insured with not less than the following limits:

General Aggregate	\$1,000,000
Products-Comp/Op Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

Commercial Automobile Liability Insurance naming the City as an additional insured with not less than the following limits:

Combined Single Limit \$1,000,000
Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

Worker's compensation insurance covering the contractor and the contractor's employees with not less than the following limits:

Worker's Compensation \$100,000/500,000/100,000 for coverage

Pollution Liability insurance (not applicable for Contractor providing Recyclables processing services). Recognizing that the required work has the potential to involve the storage, ~~processing or transporting of hazardous materials~~, the Contractor shall purchase and maintain, throughout the life of the contract, Pollution Liability Insurance which will respond to the bodily injury, property damage, and environmental damage caused by a pollution incident. The minimum limits of liability shall be:

\$1,000,000 per Occurrence / \$2,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of two (2) ~~four (4)~~ years will be required.

~~Minimum Level of Coverage. To ensure an adequate level of outstanding insurance coverage for claims that arise from Contractor's performance under the Contract, Contractor shall maintain a minimum outstanding level of insurance coverage during the Term of this Contract, and any renewal period, in the amount of \$25,000,000 after deducting the amount of any claims filed or made against any policy required under the Contract during the Term of the Contract and any renewal period.~~

Please Note: The City of Hollywood shall be named as an additional insured on any and all required insurance policies. The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

~~The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered into pursuant to this bid/proposal. In order to show that this requirement has been met, along~~

~~with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.~~

~~The City reserves the right to require additional insurance as the City deems necessary.~~

A77: The City WILL NOT accept the requested changes and the insurance language remains as specified in the bid document.

**Q78: Pg. 11 - #1.13 – Hold Harmless and Indemnity clause –
SEE ABOVE FOR THE REQUESTED INDEMNITY MARK-UP.**

A78: The Indemnification provision set forth in the IFB remains firm.

Q79: Pg. 12 – #1.14 – Damage to Public or Private Property

“Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage caused by a negligent or willful act of the Contractor to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.”

A79: The City will consider the following revised provision:

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage caused by the negligent or willful acts of the Contractor, its officers, employees, agents, subcontractors, partners, or invitees to public or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

Q80: Pg. 21-22 - #2.1.5(ii) – Solid Waste Disposal Fee – Only allowed to raise rates by 80% of the CPI each year with a 3% cap. There is not language allowing for a rate increase in case of a new or increased tax or other governmental assessment associated with the disposal of solid waste. Please consider adding such language.

A80: The CPI adjustment remains as stated in the IFB.

Q81: Pg. 25 - #3.1.5(iv) – Commingled Waste Disposal Fee – Again only allowed to raise rates by 80% of the CPI each year with a 3% cap. There is not language allowing for a rate increase in case of a new or increased tax or other governmental assessment associated with the disposal of the waste. Please consider adding such language.

A81: The CPI adjustment remains as stated in the IFB.

Q82: Pg. 30 - #4.1.6(v) – Drop-Off HHW Service Fee - Again only allowed to raise rates by 80% of the CPI each year with a 3% cap. There is not language allowing for a rate increase in case of a new or increased tax or other

governmental assessment associated with the disposal of the waste. Please consider adding such language.

A82: The CPI adjustment remains as stated in the IFB.

Q83: Pg. 35 - #5.1.6. – Drop-Off Commingled Waste Service Fee - - Again only allowed to raise rates by 80% of the CPI each year with a 3% cap. There is not language allowing for a rate increase in case of a new or increased tax or other governmental assessment associated with the disposal of the waste. Please consider adding such language.

A83: The CPI adjustment remains as stated in the IFB.

Q84: Section 1.7 pg 9 – The current bid requires a 5-year commitment from the vendor with a limited corresponding commitment from the City as written on page 9. Would the City consider a termination for convenience penalty instead of the current unilateral right to terminate without cause?

A84: See answer to Q. 48.

Q85: Section 1.12 pg 11 - This section requires a \$25 million minimum level of coverage during the contract term. Is this level to be obtained by an umbrella/excess coverage policy?

A85: Yes, as long as the terms and conditions of the umbrella/excess policies are no less restrictive than the underlying primary policies.

Q86: Section 1.12 pg 11 - If the City requests additional insurance after the bids have been submitted, would the vendor be provided the ability to adjust pricing based on the additional cost that may be incurred for the increased insurance requirement?

A86: Yes, as approved by the City, but only proportionately to the price of the additional insurance with proof of the additional premium.

Q87: Section 1.13 pg 11 - The indemnity is not fault-based in that the contractor is obligated to indemnify the City although the claim is not due to its wrongful conduct, negligence, violation of law or breach of the agreement. Will the City consider modifying the indemnity?

A87: No.

Q88: Section 1.14 pg 12 - In the event of damage to the facility by the City's Contract Hauler, the City and/or the City's Contract Hauler should be responsible for the cost of repairs to the facility.

A88: If the City's Contract Hauler damages the Contractor's facility, the matter should be resolved between the Contractor and the City's Contract Hauler.

Q89: Section 2.1.5 pg 21 - What is the basis of the 80% factor and 3% cap on escalation?

A89: CPI includes a variety of goods and services, including fuel. The City believes that an adjustment based on 80% of the change in CPI with a cap of 3% annually is fair for the services being provided.

Q90: Section 2.3 pg 22 - In addition to the exceptions for equipment would you consider additional environmental, health and safety considerations?

A90: City assumes that the vendor is referring to Section 2.1.2(iii). The third sentence in section 2.1.2(iii) shall now read, "Delays caused by equipment failure or safety issues not due to negligence of the Contractor or other fault of the delivery vehicle shall not be included in the turn-around time computation."

Q91: Section 6.1.7 - What protocols does the City plan to implement to test the validity of the commodity mix included in the "Average Market Value" calculation?

A91: As stated in Section 6.1.7(ii), the City or Contractor may conduct a composition study of Program Recyclables. Such study shall be conducted on inbound recyclables and the methodology and entity conducting the study are subject to approval by the City. Subject to approval of the City, the percentages used to calculate the AMV would be adjusted based on the study results.

Q92: Section 6.1.7 - How often will the commodity mix of the "Average Market Value" be tested?

A92: City is not committing to conducting a composition study on a specified schedule. Even if the Contractor pays for the composition study, the City does not anticipate adjusting the material composition more often than annually unless changes are made in the types of recyclables accepted.

Q93: Section 6.1.7 - Will the "Average Market Value" be adjusted to reflect the actual commodity mix generated by the City?

A93: The commodity mix will be adjusted only as a result of a composition study approved by the City and as specified in this section.

Q94: How will the vendor be able to recover the disposal costs if the contamination exceeds the three percent included in the "Average Market Value" calculation?

A94: If the bidder anticipates contamination to exceed the amount specified in the AMV calculation, the Bidder should take that into account when bidding the revenue percentage. The AMV and revenue will be calculated as specified, and the AMV material percentages will be adjusted only as specified in the IFB.

Q95: Does the 20-mile requirement refer to road miles or point-to-point miles for receiving sites requested in the bid?

A95: As stated, the 20-mile distance refers to driving distance or road miles.

Q96: Please confirm construction and demolition is excluded from the defined Solid Waste stream?

A96: City does not control collection of C&D debris through either its exclusive residential collection franchise or its nonexclusive commercial collection franchise; therefore, the City is not able to direct the flow of C&D debris to any particular processing or disposal facility.

Q97: In its decision making with respect to choosing a contractor for solid waste disposal and all related services, would the City consider weighting and evaluating the qualifications, background and experience of the respondent as well as the environmental benefit of the disposal process offered in connection with the solid waste?

A97: This is an Invitation for Bid; therefore, the responsive and responsible Bidder meeting the minimum qualifications and providing the best financial proposal will be selected for contract award.

ADDITIONAL INFORMATION:

1. Attached is a copy of the Mandatory Pre-Bid Conference Sign-In Sheet.

All other specifications, terms & conditions remain the same.

MAILED BIDS:

If you have already submitted your printed bid, it will be retained in the City Clerk's Office until the Bid Opening time and date. If you wish to pick up your Bid that has already been submitted, you can do so by showing proper identification, in the Office of the City Clerk, 2600 Hollywood Blvd, Room 221, Hollywood, Florida 33020.

Please sign and return with your Bid.

COMPANY NAME: _____

BIDDER'S SIGNATURE _____

Dated this 28th day of March, 2013

CITY OF HOLLYWOOD, FLORIDA

BID NO.: F-4365-13-16

ITEM: SOLID WASTE DISPOSAL SERVICES

MANDATORY PRE-BID DATE & TIME: 1:00 P.M., MARCH 19, 2013

ATTENDEES: (PLEASE PRINT CLEARLY AND ATTACH A BUSINESS CARD)

NAME / COMPANY NAME	ADDRESS, PHONE AND FAX, OR EMAIL ADDRESS
Peter Foye Broward County	See CARD
Troy Robert Broward County	Card
TIM LESTER CLEAN MARSONS	CARD
Joe Peritone Waste Services of Florida	1599 SW 31st Ave Pembroke Park Jperitone@wsfl.us
Philip T Medico Sunrise Recycling/Begun	2380 College Ave Davie FL P Medico @ SWFL
Danielle Bilvicola Republic Services	751 NW 31st Ave. Lauderhill, FL 33311 clclinicola@republicservices.com
Carlos Verney Waste Services of Florida, Inc.	2800 State Road 84, Ste 103 Fort Lauderdale, FL 33312 Cverney@wasteservicesinc.com
Joseph Quintee WASTE SERVICES OF FLORIDA WSI	954-797-7974 954-288-7525 1899 SW 31 AVE 954-989-9915 Pembroke Park FL 33009
THOMAS J. CROWLEY WASTE MANAGEMENT INC. OF FLORIDA	CARD

CITY OF HOLLYWOOD, FLORIDA

BID NO.: F-4365-13-IS

ITEM: SOLID WASTE DISPOSAL SERVICES

MANDATORY PRE-BID DATE & TIME: 1:00 P.M., MARCH 19, 2013

ATTENDEES: (PLEASE PRINT CLEARLY AND ATTACH A BUSINESS CARD)

NAME / COMPANY NAME	ADDRESS, PHONE AND FAX, OR EMAIL ADDRESS
Michael Irwin Wheelabrator / WM	See card
Jose Flores Ecological waste system	See card
John Porter J+A Waste Corp	See Card J+A Waste Corp / jhu.com
Bernie Friedman	3111 Shreve Rd Hollywood FL
Jodie Siegel	Doumar Allsworth Wheelabrator / waste management 1177 SE 3 Ave Ft. Lauderdale FL 33316 jsiegel@slataw.com

Peter Foye
Director



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