



## **CITY OF WEST PARK** **FREQUENTLY ASKED QUESTIONS # 2**

**for**

**RFP # 25-0501**

### **Residential Solid Waste, Bulk Waste, and Recycling Collection Services**

1. What is the limit on the amount of bulk a resident can set out on its collection day?  
[See the Proposed Agreement Page 14 Section 3.2.1.](#)
2. Will the City please explain the difference between Form numbers 4 and 7. Do those forms correlate with the two service options?  
[See the Request for Proposal Form's title of each form and the definition in the Proposed Agreement on Page 10.](#)
3. Will the City provide Solid Waste and Bulk disposal tonnages for the past twelve months?  
[This document is not requested for submittal of RFP, however, please contact the City Clerk.](#)
4. Who is responsible for the processing of the recycling material?  
[The is under the proposed Agreement page 17 section 3.5](#)
5. Will disposal costs be treated as a separate pass-through item, regardless of the CPI cap or pricing freeze?  
[See Addendum No. 1](#)
6. Would the City consider removing disposal rates from the three-year fixed price requirement?  
[See Addendum No. 1](#)
7. The RFP requires a \$250,000 cashier's check or irrevocable letter of credit. Can the City explain what this amount is intended to protect against?  
[See Request for Proposal page 31 and 32 Section 4.4.13.](#)
8. Would the City consider reducing the proposal security to a more common amount (e.g., \$50,000 to \$100,000 or 5% of estimated annual revenue)?  
[See Request for Proposal page 31 Section 4.4.13.](#)
9. The RFP requires a performance bond of 110% of the annual contract value. Can the City confirm that this amount is based on the first-year value only?  
[See the Request for Proposal Form 9.](#)

10. Will the City accept alternative standard bond forms, as long as they meet all legal and financial protections?

Yes

11. The City has accepted annual renewable bonds in past contracts. Will annual bonding be accepted again under this RFP?

See Proposed Agreement page 30-Performance Bond

12. The city has set a fixed disposal rate for this RFP. What is the disposal information based on?

See Addendum 1

13. What if the generation of garbage bulk and yard waste exceed that fixed dollar amount given to the proposers on forms 2 and 3?

See Addendum 1.

14. Will the City consider paying for the disposal directly to Broward County? Other Cities have taken the guess work out of the generation factors for all the material collected in their municipality. The Town of Davie, Cooper City, The Cities of Coral Springs, Fort Lauderdale, and Hollywood all have entered into Service agreements for the hauling portion only. Each Agreement requires designated vehicles for each of their respected City's.

No

15. What is the overall Contract term of the agreement including any extensions?

See Proposed Agreement page 5 Section 1.2 and Page 6 Section 1.4

16. If a contractor provides pricing for only one of the two options, will that contractor be deemed non-responsive?

See Request For Proposal Page 36 Section 4.7.

17. Is there a technical evaluation or scoring component? If so, what are the criteria and weighting?

See Request For Proposal Page 36 Section 4.7.

18. Page 9, Section 2.4.1 – Residential Cart Collection (Bid Option #1): Can the City verify if this option is for rear-load service for solid waste?

See Request For Proposal Page 9 Section 2.4.1 and Page 10 Section 2.4.2

19. Section 3.23 of the RFP prohibits subcontracting by the Contractor. Given that bulk services are commonly sub-contracted, would the City consider removing or modifying this prohibition specifically for bulk waste services?

See Request For Proposal Page 22 Section 3.23 and Proposed Agreement Page 30 Section 12.1.11.

20. Is the City planning for hybrid routing, with some areas receiving rear-load and others automated service?

See Request For Proposal Page 9 Section 2.4.1 and Page 10 Section 2.4.2

21. Would the City allow an additional fee for backdoor or roll-out service?

See Proposed Agreement Page 13 Section 3.1.1.2

22. What is the City's definition of "Bulk Waste," including volume, weight, and accepted materials?  
**See Proposed Agreement Page 9 Definition Item F.**
23. How many households currently use more than one container?  
**Fewer than 100.**
24. What generation factor does the City use for estimating residential waste output?  
**See Addendum 1.**
25. Can the City provide the following historical data for the past 24 months (or three years where available): MSW disposal volumes, recycling processing volumes, bulk waste volumes, and additional bulk pickups requested by residents?  
**This document is not requested for submittal of RFP, however, please contact the City Clerk.**
26. How many and what size of roll-offs or containers are typically required per event?  
**One 20-yard Roll-Off per event.**
27. Can the City provide 24-month historical data for services required at community events, including date of events, type and quantity of containers (front load, rear load, recycle carts, roll-offs), and tonnage volume per event?  
**This document is not requested for submittal of RFP, however, please contact the City Clerk.**
28. Can the City provide volume records for community events, City facilities, and special pickups (e.g., illegal dumping, tires)?  
**See the Request For Proposal Page 10 Section 2.4.2, 2.4.4, and 2.4.5 and Proposed Agreement Page 17 Section 3.3.5 and 3.3.5.**
29. Will there be a cap on City-initiated special pickups?  
**Request For Proposal Page 13 Section 2.4.4.4.**
30. Under what conditions will the contractor be compensated for emergency services?  
**See the Proposed Agreement Page 22 Section 8.1.**
31. Does the City have an explanation for why it is asking for a \$250,000 proposal bond, an annual administrative fee of \$75,000, as well as an annual performance bond of 110%?  
**See Proposed Agreement Page 30; Request for Qualifications page 31, 4.4.13; Proposed Agreement Page 19 Section 6.2.**
32. Would the City contemplate decreasing or eliminating one of these financial obligations?  
**No.**
33. Would the City consider making the performance bond proportional instead of fixed?  
**Yes.**

34. Based on 3.1.2.6, how many carts can a resident have?  
**The additional cart will be issued at a cost. See Request for Proposal Page 9 and 10 Sections 2.4.1.1, 2.4.1.2, 2.4.2.1, 2.4.2.2.**
35. Regarding 3.2.1, in place of having a member of the Contractor's staff at City Hall on such Scheduled Collection Day to receive the phone calls and address issues, will the City allow the Contractor to provide a dedicated phone number specific to the City of West Park, to answer and track calls at the Contractor's call center?  
**Yes. In addition to having a Supervisor on site (within the City limit) on scheduled collection days. See the Proposed Agreement Page 17 Section 3.5**
36. 3.5 Does the City have a signed agreement with Broward County to bring the solid Waste to the WIN facility at 4400 South State Road 7, Fort Lauderdale, FL 33314?  
**Yes. See the inter-local agreement with the County at [Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida - 5-23-23](#) See the Proposed Agreement Page 17 Section 3.5**
37. 8.1 Will the City change the following sentence to remove "may" and insert "shall"?  
"In an emergency event such as a hurricane, tornado, major storm, natural disaster, or other such event, the City Manager may *shall* grant the CONTRACTOR a variance from regular routes and schedules."  
**See Proposed Agreement Page 22 Section 8.1.**
38. 10.1 Will the City please consider reducing the operating hours for the telephone staffing to 7:00am to 3:00pm on Saturday?  
**See the Proposed Agreement Page 26 Section 10.1.**
39. For Exhibit 2, Does the proposer submit a price for listed negotiated services?  
**See Addendum 1.**
40. Section 6.9 of the sample agreement refers to a "Recycling Processing Facility" but does not name or define it. Could the City clarify which facility is designated for recyclable materials processing and who is responsible for selecting or contracting with it?  
**See the Proposed Agreement page 17 section 3.5**
41. Will there be a transition period after contract award to allow the Contractor to bring its fleet into full compliance with the age, equipment, and technology requirements?  
**See the Proposed Agreement Page 17 Section 3.4**
42. Is there a process or threshold that would trigger a good faith renegotiation in response to unforeseen economic changes beyond the contractor's control?  
**See the Proposed Agreement Page 13 Section 3.1.2.3, Page 15 Section 3.3.1, Page 36 Section 20.1, and Page 37 Section 23.1.**
43. Could the City provide a schedule of liquidated damages or penalties for common service failures (e.g., missed pickups, late reporting, noncompliant vehicles)?  
**See the Proposed Agreement Page 27-29 Sections 11.1 and 11.2.**
44. Is there a cap on total liquidated damages the Contractor may incur in a given period?  
**See the Proposed Agreement Page 51 Section 6 and 6c, Page 27 Section 11, and Page 28 Section 11.2.**

45. Page 67, Form 2 – Is it the City’s intent to have the collection portion of the rate fixed for three years?  
[See Addendum 1.](#)
46. Can the City confirm whether pricing is fixed for three years, and whether CPI-based or capped escalations are permitted thereafter?  
[See Addendum 1.](#)
47. In order to provide the best rate for the City, would the City consider allowing CPI adjustments with an annual cap instead of a fully fixed pricing structure?  
[See Addendum 1.](#)
48. Can the City verify the stated disposal rate of \$44.18/unit/month listed on Page 67, Form 2?  
[See Addendum 1.](#)
49. Section 8.1 requires emergency support, but compensation is subject to prior City approval. Could the City clarify how emergency response services will be authorized and compensated during events requiring immediate action?  
[See Proposed Agreement Page 22, Section 8.1, Exhibit 4.](#)
50. What is the length of the new contract?  
[See Proposed Agreement, Page 5, Section 1.2](#)
51. Because you have a performance bond you have that protection and city protection in the entirety of its contract why is the city asking for \$250,000 cashier check and why not \$250,000 proposal bid security bond?  
[See the Request for Proposal, Page 31, Section 4.4.13.](#)
52. In reference to performance bonds can we use our own form?  
[Yes](#)
53. There appears to be a conflict between Form 2 of the RFP, which states that rates are to remain fixed for five (5) years, and Section 6.8 of the sample Agreement, which allows for annual CPI-based adjustments. Could the City clarify the intended rate structure for the initial contract term?  
[See Addendum 2.](#)
54. Aside from CPI-based adjustments, will the City allow the contractor to seek price adjustments in the event of extraordinary cost increases (e.g., fuel, labor, materials)?  
[See Addendum 2.](#)