



CITY OF WEST PARK
FREQUENTLY ASKED QUESTIONS – PART ONE
for
RFP # 2025-1229
Residential Solid Waste, Bulk and Recycling Services

1. Can the City confirm that it understands a five-year fixed rate means bidders must include five years of expected cost increase in their initial price, which will significantly raise the starting collection rate?

Answer:

It is understood that proposers will submit all-inclusive cost for the scope of service, to include labor, materials, overhead, and profit—plus a buffer for any potential risks, as fixed price for the 5-year period.

2. Will the City accept a bid bond from an authorized Florida-licensed surety company as an option to cash bond or irrevocable letter of credit as proposal surety?

Answer:

Yes, the City will accept bid bond from any authorized Florida-licensed surety company as an option to cash bond or irrevocable letter of credit as proposal security, considering the following:

a. QUALIFICATION OF SURETIES:

- i. General: The following requirements shall be met by all surety companies furnishing bid, performance payment or other type of bonds:
- ii. Qualifications: As to companies being rated acceptable:
 1. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.
 2. The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (1982 Revision) entitled, "Companies Holding Certificates of

Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

3. All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.
- iii. Limitations: Bonding Limits or Bonding Capacity refer to the limit or amount of Bond acceptable on any one risk.
 1. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).
- iv. Requirements:
 1. Policy Holders Surplus is required to be 5 times the amount of any one bond.
 2. The Agent countersigning the bond shall be a resident of Broward County

3. Please clarify the intended franchise fee structure for this procurement. The RFP pricing form shows a fixed per-unit monthly franchise fee to be included in the service rate, while Section 6.4 of the Sample Agreement refers to a flat annual franchise fee of \$500,000. Which method will apply under the executed contract, and will the per-unit amount listed in the RFP be used instead of, or in addition to, the lump-sum figure referenced in the Agreement?

Answer:

The per unit, per month amount in Form 2 (Residential Curbside Cart Collection Services) and Form 3 (Residential Curbside Automated Cart Collection Services) was established (calculated) using the flat annual franchise fee of \$500,000.00 in Section 6.4, page 19 of the Proposed Agreement. In other words, the approximate per unit, per month amount in Forms 2 & 3 equals (or the same as) the annual franchise fee of \$500,000.00, unless as may be amended from time to time, via a resolution adopted by the city commission. See Section 6.4, page 19 of the Proposed Agreement for additional details.

4. We respectfully request clarification on the procurement timeline. The RFP sets the question deadline for December 3, 2025, while the mandatory pre-bid meeting is scheduled for December 9, 2025.

Answer:

While the deadline to receive written questions is until 5:00pm local time on December 3, 2025, response to questions/ clarifications during the mandatory pre-bid meeting will be included in a final Frequently Asked Questions (FAQs).

5. Exhibit 2, Pg. 43, of the Proposed Agreement lists several 'Special Collection' items such as opening and closing gates, adding or changing wheels, adding or changing lids, moving containers upon request, and changing out container sizes. Can the City clarify Exhibit 2?

Answer:

The table in Exhibit 2, page 43 of the Proposed Agreement is provided to clarify that there will be no additional charges for services provided to residential dwellings or facilities, with less than specified units, for services such as:

- a. Rolling Out Container (and returning it to original location)
- b. Opening (and closing) Doors or Gates
- c. Adding wheels to carts or changing cart wheels
- d. Adding lids to carts or changing cart lids
- e. Moving Container/Cart off Location, etc.

The table also identifies negotiable services, if needed and as mutually agreed upon.

6. Section 8.1 states that after an emergency event, the City Manager may grant temporary variances to routes and schedules, and the contractor must advise the City Manager when regular routes can be resumed. The section also states that emergency cleanup is not limited to this Agreement. Given this structure, can the City clarify whether Section 8.1 can be revised to require that any determination of when regular collection routes and schedules can safely resume be made jointly by the City and the contractor.

Answer:

Section 8.1, page 21 of the Proposed Agreement states: *“In an emergency event such as a hurricane, tornado, major storm, natural disaster, or other such event, the City Manager may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the City Manager when it is anticipated that normal routes and schedules can be resumed...”* As stated in the beginning of the second sentence, it is the City’s intent to mutual work with the contractor, hence the term *“As soon as practicable...”*. This term can be further reviewed/discussed prior to agreement execution.

7. The Sample Agreement includes provisions addressing responsibility for disposal rate and reserving the right to pay FCC directly. There are currently no recycling revenues to share. All materials, including recyclables, are delivered to the same waste-to-energy facility under the City’s flow-control structure. Given that the hauler does not control disposal costs and there is no recycling revenue stream, can the City confirm whether the disposal and recycling revenue provisions in the Sample Agreement will be removed or revised to reflect the actual operating conditions identified in the RFP pricing sheet?

Answer:

Section 6.8, page 20 of the Proposed Agreement considered if the industry conditions drastically change from what the condition is now. However, the section could be reviewed or further discussed prior to executing the agreement.

8. Will the City please specify the type and number of containers that are usually required at community events?

Answer:

Generally, two (2) 20-yard roll-offs are requested per event. Periodically, six (6) 96-gallon carts may be requested to be placed along the event area, if necessary.

9. Can the City clarify whether the requested USB is to be one per package (Qualification Package and Cost Package) or a single USB containing both packages? If a single USB, which package should the USB be included within?

Answer:

The requested USB is to be one (1) per package. That is, 1 USB for Qualification Package; and 1 USB for Cost Package. Please see Sections 4.3.1 & 4.3.2, page 26 of the RFP for additional information.

10. The RFP on page 29, item 4.4.3 states, "Proposers must provide an organizational chart for residential curbside, residential containerized and Commercial collection services." Since this RFP does not include commercial services, please remove the requirement for a commercial collection organizational chart.

Answer:

The section of the RFP referenced (4.4.3) is a subsection to Section 4.4 "Qualification". This section is a guide for proposers to list their experience in other to determine responsibilities, responsiveness and experience of proposers. The statement in the section does not suggest that commercial services will be included. The scope of services is strictly for Residential Solid Waste, Bulk Waste and Recycling Collection Services within the CITY.

11. On page 31, item 4.4.11 regarding Litigation History – Will the City please consider removing the language that refers to a private entity?

Answer:

To further clarify Section 4.4.11, page 31 of the Proposal Package, the first paragraph provides option of what to submit. In other words, "*Proposer must provide a summary of any litigation or arbitration that the Proposer, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving...*" for either "*any public entity for any amount*" **or** "*any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00).*" Please see the section for further instructions.

12. Regarding the scoring criteria outlined on page 37, item 4.7 Cost Evaluation, will the City please reconsider this methodology focuses solely on pricing?

Answer:

While Section 4.7, page 37 of the Proposal package describes the ranking and weighting process defined in the table and paragraphs below, the last sentence of the paragraph also states: *“Award of the Agreement shall be made to the Proposer who, in the sole discretion and determination of the CITY, would best satisfy the CITY’s needs.”*

13. Forms 4, 5, 6, and 7 ask for proposers to “attach pictures of each vehicle assigned to the City. Pictures must include the company name, truck #, make and model.” Please confirm that a sample photo will be acceptable if new trucks are proposed.

Answer:

With regards to Forms 4, 5, 6 and 7 on pages 49 to 53, sample photos are allowed if new trucks are proposed. However, Proposer must indicate that the photo(s) is/are “sample” and Proposer must also indicate when the proposed new truck will be available, if awarded.

14. Often, resolving an issue may take longer than the allotted cure period. Under the Proposed Sample Agreement 9.10 Termination, would the City consider extending the cure period from five to 30 days or adding language that the cure period can be longer should it be decided by both parties that a longer cure period is necessary to resolve?

Answer:

The City believe the CONTRACTOR should be able to cure the defaults within five (5) Business Days after the receipt of such notice. However, the City may further discuss Section 9.10 of the Proposed Agreement, before the agreement is executed.

15. Can the service days be changed?

Answer:

No. In accordance with Section 7.1 of the Proposed Agreement: *“Schedules and Routes to CITY: The CONTRACTOR shall utilize the route and schedule that was used by the prior waste collector for the initial year of the Agreement. The City Manager reserves the right to deny the CONTRACTOR’s vehicles access to certain streets, alleys, bridges and public ways, inside the CITY or outside the CITY in route to Designated Disposal Facilities where it is in the best interest of the general public to do so due to conditions of streets and bridges. The CONTRACTOR shall use best efforts to not interrupt the regular schedule and quality of service because of such street closures. In future years, in the event of a change in residential routes or schedules that will alter the day of Collection, the CONTRACTOR shall have said changes approved by the City Manager not less than ninety (90) calendar days prior to the change. In accordance with Section 4, of this Agreement the CONTRACTOR shall bare all expenses for public 21 educations in the event of a change in*

residential routes (i.e. postage, copies, etcetera)” See Section 7.1, page 20 of the Proposed Agreement.

16. Which City department will oversee and enforce the terms of the Proposed Agreement for this service?

Answer:

The City’s Public Works Department is scheduled to continue overseeing the Proposed Agreement and to enforce the Proposed Agreement.

17. Is there a Proposed Agreement to view, prior to submitting proposal?

Answer:

The Proposed Agreement is posted on www.Demandstar.com and on the City’s website at www.cityofwestpark.com The link to the Proposed Agreement is below:

<https://www.cityofwestpark.org/home/showpublisheddocument/2024/638999324750430000>

18. Is there a limit in the amount of bulk pickup allowed for each dwelling?

Answer:

See Proposed Agreement page 6, Definitions (F) states:

“Bulk Waste shall mean those wastes that may require special handling and management including, but not limited to: White Goods, furniture, equipment and other similar items including materials resulting from minor home repairs. Bulk Waste shall include all types of palm fronds and any vegetative matter resulting from normal yard and landscaping maintenance that exceeds six inches (6”) in diameter. Bulk Waste must be 7 generated by the customer...”

19. Section 44.12 of the Proposal Package: What is the amount of the Performance Bond the Bonding Company is to be committed for?

Answer:

See Proposal Agreement, page 28 Performance Bond:

“The CONTRACTOR shall furnish at its own cost, to the CITY, an irrevocable Performance Bond, in form and content approved by the CITY Attorney and as attached to this Agreement as Exhibit 5 for the faithful performance of this Agreement and all of its obligations arising hereunder in the amount of Two Million Dollars (\$2,000,000.00). Said bond shall be rated "A+" or better as to management and "FSC XV" or better as to the strength by Best's Insurance Guide or Surety; shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds or bonding limits shall not exceed 20% of its policy surplus (capital & surplus) as listed in Best's Insurance Guide;

and, Surety shall have been in business and have a record of successful and continuous operation for at least five years; further, all bonds shall contain all provisions required by §255.05, Florida Statutes, guarantee the performance of the Agreement...

20. What is the current disposal rate per ton for MSW and bulk?

Answer:

The 2025 Disposal Service Fees Adjustment/Rates provided by FCC Environmental Services, in their August 29, 2025 letter, are the following, effective October 1, 2025 through September 30, 2026:

- Residential (MSW) \$57.49
- Bulk \$52.56

As stated in the last sentence of the Cost Forms 2 & 3, pages 75 & 76 of the Proposal package, Footnote (B), *“The \$10.58 per unit, per month provided above was calculated using annual history of the City’s disposal for all services and the FCC’s 2025 Disposal Services Fee Adjustment report date August 29, 2025.”*

21. Is it the intent of the City to pay the disposal cost directly to the disposal facility?

Answer:

The Forms 2 & 3, pages 75 & 76 of the Proposal package are prepared such that the City will have an option to pay the disposal cost directly to the disposal facility. See second sentence of footnote (B) in Cost Forms 2 & 3 that states: *“The City reserves the right to eliminate/delete this item and pay disposal fee to the FCC Environment Services directly.”*

22. What is the designated facility for the delivery and processing of residential recycling?

Answer:

See second sentence of footnote (A) of the Cost Forms 2 & 3, pages 75 & 76 of the Proposal package that states: *“All materials collected shall be dumped at the FCC (Incinerator/ Wheelabrator) located at 4400 South State Road 7, Ft. Lauderdale, Florida, a Sun 14, Oak Road site, per the City’s contract with Broward County or as directed by the City. It is recognized that by disposing recycling material at the FCC facility, the City is declaring waste to energy as a form of recycling. The recycling materials shall be picked up and delivered to the FCC facility by a recycling truck.”*

23. Would the City pay the processing fee for residential recycling (single stream)?

Answer:

See the prior question and footnotes on Cost Forms 2 & 3, pages 75 & 76 of the Proposal package.

24. Has the current hauler been assessed penalties or liquidated damages in the past three years?

Answer:

No

25. Has the City ever withheld payment from the current hauler? If so, under what circumstances?

Answer:

The City has never withheld payment from the current hauler.

26. Can the City clarify the protest and appeal process?

Answer:

The protest process is clearly explained in Sections 4.8 & 4.9, pages 40 & 41 of the Proposal packages.

27. Will the City define how its preference for disadvantaged business will be evaluated or applied?

Answer:

See details in the City's Code of Ordinances Section 2-164. - Local preferences. The link to the code is below:

https://library.municode.com/fl/west_park/codes/code_of_ordinances?nodeId=PTIIC_OOR_CH2AD_ARTVPU_S2-164LOPR

28. Are there any additional terms within the Agreement that could materially affect service scope or pricing?

Answer:

The Proposed Agreement may be accessed/reviewed on www.demandstar.com of the City's website at www.cityofwestpark.com The link to the proposed agreement on the City's website is below:

<https://www.cityofwestpark.org/home/showpublisheddocument/2024/638999324750430000>

29. Can the contract include language stating that while a State of Emergency is in effect and/or winds are greater than 30 MPH the contractor is not required to provide service due to unsafe conditions?

Answer:

See Section 8.1, page 21 of the proposed agreement for details. The selected Contractor is required to submit an Emergency Preparedness Plan where such wind gust required could be specified.

30. Can the City include a provision in the contract that gives the contractor a reasonable period of time to cure any breach or default (prior to any termination)?

Answer:

See Section 9.10 of the Proposed agreement for the details regarding cure process. The section includes: "...if the CONTRACTOR fails to cure such default within five (5) Business Days after the receipt of such notice from the City Commission, the CITY may thereupon, by action of the City Commission, declare the Agreement terminated..."

31. The City is requiring a \$250,000 Proposal Security, which should be the same as a Bid Bond. Can a proposer submit a \$250,000 Bid Bond in place of the cash Bond?

Answer:

See Request for Proposal Section 4.4.13

32. Will the City reduce the size of the recycling cart to 64-gallon?

Answer:

See Request for Proposal Section 2.4.1 & 2.4

33. Will the City provide the container size, number of containers, and service frequency for the locations listed in Table 2.4.4.1?

Answer:

See Request for Proposal Section 2.4.4.4

34. For the vacant lots listed in Table 2.4.4.1, what type of service is requested?

Answer:

See Request for Proposal Section 2.4.4.4

35. Will the City provide a list of all the community events?

Answer:

See Request for Proposal Section 2.4.4.2

36. How often are the periodic notices required to be mailed?

Answer:

See Request for Proposal Section 2.4.4.3

37. Would the City consider removing the requirement to provide all new 96-gallon carts at the start of the contract?

Answer:

No

38. What is the City's definition of "Bulk Waste," including volume, weight, and accepted materials?

Answer:

The residential bulk per unit is not unlimited. The bulk limit is 12 cubic yard (CY) per unit, per month. See Section 3.2.1, page 14 of the Request for Proposal that states: "*The CONTRACTOR shall pick up Bulk Waste, not to exceed twelve (12) cubic yards per Residential Curbside Service Unit, monthly (12) times per year...*"

39. Is residential bulk unlimited?

Answer:

The residential bulk per unit is not unlimited. The bulk limit is 12 cubic yard (CY) per unit, per month. See Section 3.2.1, page 14 of the Request for Proposal that states: "*The CONTRACTOR shall pick up Bulk Waste, not to exceed twelve (12) cubic yards per Residential Curbside Service Unit, monthly (12) times per year...*"

40. Are bulk limits currently enforced, and will these be incorporated into resident education?

Answer:

Yes, by both contractor & City.

41. Is the contractor required to provide any type of collection service to vacant lots (referenced on page 12)?

Answer:

See Request for Proposal Section 2.4.4 and Subsets 2.4.4.1

42. Who is responsible for processing recyclables: the contractor or the City?

Answer:

See second sentence of footnote (A) of the Cost Forms 2 & 3, pages 75 & 76 of the Proposal package that states: *“All materials collected shall be dumped at the FCC (Incinerator/ Wheelabrator) located at 4400 South State Road 7, Ft. Lauderdale, Florida, a Sun 14, Oak Road site, per the City’s contract with Broward County or as directed by the City. It is recognized that by disposing recycling material at the FCC facility, the City is declaring waste to energy as a form of recycling. The recycling materials shall be picked up and delivered to the FCC facility by a recycling truck.”*

43. Will the current provider be responsible for cart retrieval and final service through March 31, 2026?

Answer:

The Cart Retrieval Will Be Under the New Service Contract; See Request for Proposal Section 2.4.1.1 and Subsets 2.4.2.1; 3.1.2.4 & 3.1.2.5

44. Can the City include a provision in the contract that gives the contractor a reasonable period of time to cure any breach or default (prior to any termination)?

Answer:

See Proposed Residential Solid Waste, Bulk Waste and Recycling Collection Services Agreement

<https://www.cityofwestpark.org/home/showpublisheddocument/2024>

45. Can any renewal be based upon the mutual consent of the parties?

Answer:

See Proposed Residential Solid Waste, Bulk Waste and Recycling Collection Services Agreement Section 1.4

<https://www.cityofwestpark.org/home/showpublisheddocument/2024>

46. Could the City please provide the sample Agreement referenced throughout the RFP for review and consideration?

Answer:

<https://www.cityofwestpark.org/home/showpublisheddocument/2024>

47. Can the City clarify the protest and appeal process, including the role of the protest bond?

Answer:

See Request for Proposal Sections 4.8 & 4.9

48. Are there any additional terms within the Agreement that could materially affect service scope or pricing?

Answer:

See Proposed Residential Solid Waste, Bulk & Recycling Collection Services Agreement <https://www.cityofwestpark.org/home/showpublisheddocument/2024>

49. Page 13, Section 2.4.4.3 – Implementation Notices: This section requires the contractor to send periodic notices to residents. Can the City clarify the expected frequency (e.g., number of times per year)?

Answer:

See Request for Proposal Page 13, Section 2.4.4.3

50. Can the City provide detailed routing maps or service details for MSW, recycling, and bulk collection?

Answer:

See Appendix D in Request for Proposal

51. Will the City support public outreach, or will all communication responsibilities fall to the contractor?

Answer:

See Proposed Residential Solid Waste, Bulk & Recycling Collection Services Agreement Page 18, Section 4.2
<https://www.cityofwestpark.org/home/showpublisheddocument/2024>

52. What is the initial term of the Agreement, and what are the renewal options?

Answer:

See Proposed Residential Solid Waste, Bulk & Recycling Collection Services Agreement Page 6, Section 1.4
<https://www.cityofwestpark.org/home/showpublisheddocument/2024>

53. Where does the City's current service provider deliver the Residential Solid Waste for disposal?

Answer:

See Proposed Residential Solid Waste , Bulk & Recycling Collection Services Agreement Page 17, Section 3.5
<https://www.cityofwestpark.org/home/showpublisheddocument/2024>

54. Where does the City's current service provider deliver the bulk material for disposal?

Answer:

See Proposed Residential Solid Waste , Bulk & Recycling Collection Services Agreement Page 17, Section 3.5
<https://www.cityofwestpark.org/home/showpublisheddocument/2024>

55. Section 4.4.6 of the RFP requires most recent 2 years of annual Financial reports (10K and 10Q), Since these documents are large documents, can we submit them in USB drive?

Answer:

Interested Contractors may provide financial stability/statement on a formatted USB

56. Will the City publicly post Frequently Asked Questions? If so, where are they posted?

Answer:

They are posted on the City's website at www.cityofwestpark.org under the business tab, then select "bids/RFPs/RFQs and also posted on Demand Star: www.demandstar.com

57. Page 37, Section 4.7- Cost Evaluation: Can the City clarify if a contractor must provide pricing for both options to be considered responsive?

Answer:

In the Request for Proposal, page 37, Section 4.7, third paragraph states: *"Upon reconciliation of the weighted scores defined...the Proposer with the lowest average ranking score will be ranked 1, the Proposer with the second lowest average ranking score will be ranked 2, and so on until all Proposers are scored and ranked."* The last sentence of the section also states: *"Award of the Agreement shall be made to the Proposer who, in the sole discretion and determination of the CITY, would best satisfy the CITY's needs."*

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

Answer:

See Request for Proposal, page 37, Section 4.7, Table 4.7 – Scoring Criteria, and paragraphs titled: *Residential Curbside Cart Collections Service Bid Price (30%)* and *Residential Curbside Automated Cart Collections Service Bid Price (70%)*. Also, the third paragraph states: “Upon reconciliation of the weighted scores defined...the Proposer with the lowest average ranking score will be ranked 1, the Proposer with the second lowest average ranking score will be ranked 2, and so on until all Proposers are scored and ranked.” The last sentence of the section also states: “Award of the Agreement shall be made to the Proposer who, in the sole discretion and determination of the CITY, would best satisfy the CITY’s needs.”

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

Answer:

Yes, the proposal evaluation and scoring criteria are included in the Request for Proposal. See Request for Proposal, Section 4.4, 4.5 & 4.7, pages 29 thru 38.

60. Would the City consider extending the deadline for submitting questions and deadline for submitting proposal?

Answer:

We believe there is enough time to address the questions and for the proposals to be submitted with the proposal submittal deadline. Please see Section 4.10, page 42 for the Request for Proposal package for the schedule.

61. Page 10, Section 2.4 Could the City clarify the specific differences between Option 1 and Option 2, and what the service expectations are for Option 1?

Answer:

Option 1 is residential cart collection services (*non-automated* service method), while Option 2 is residential *automated* collection method.

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

Answer:

No

63. For Service Option 2, Appendix D indicates that bulk collection occurs only on Mondays. Can the City confirm if this is the required schedule?

Answer:

The bulk schedule is 2nd, 3rd, and 4th Mondays of each month and the City plan to keep the schedule the same.

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

Answer:

No additional fee for backdoor or roll-out service. See Proposed Agreement, page 43, Exhibit 2.

65. Could the City clarify if the residential bulk is unlimited?

Answer:

The residential bulk per unit is not unlimited. The bulk limit is 12 cubic yard (CY) per unit, per month. See Section 3.2.1, page 14 of the Request for Proposal that states: *“The CONTRACTOR shall pick up Bulk Waste, not to exceed twelve (12) cubic yards per Residential Curbside Service Unit, monthly (12) times per year...”*

66. Could the City clarify which standard applies and how bulk collection will be scheduled?

Answer:

The bulk schedule will be 2nd, 3rd, and 4th Monday of each month. See Appendix D of the Request for Proposal for the Schedule Map. The residential bulk per unit is not unlimited. The bulk limit is 12 cubic yard (CY) per unit, per month. See Section 3.2.1, page 14 of the Request for Proposal that states: *“The CONTRACTOR shall pick up Bulk Waste, not to exceed twelve (12) cubic yards per Residential Curbside Service Unit, monthly (12) times per year...”*

67. Are bulk limits currently enforced, and will these be incorporated into resident education?

Answer:

Yes, the bulk limit is enforced. The enforcement is coordinated by the City’s Public Works Department and the Contractor. If necessary, the City Code Enforcement Division will get involve. See Section 2.4.4.3, page 14 of the Request for Proposal package for additional information regarding Implementation Notice.

68. Is the contractor required to provide any collection service to vacant lots (referenced on RFP page 13)?

Answer:

Yes, on an as needed basis. See Section 2.4.4.1 and Table 2.4.4.1, page 12 of the Request for Proposal package.

69. Could the City provide a list of community events, expected tonnage, and container requirements?

Answer:

See Section 2.4.4.2 of the Request for Proposal package regarding Community Event: *“The CONTRACTOR shall provide Container(s), Roll-Off(s), Garbage Can(s), Recycling Bin(s), Recycling Cart(s) and other requested receptacles, at no cost to the CITY or the Community Event co-sponsors, to be collected on call at a maximum of twelve (12) Community Events per year for the term of the Agreement. The CONTRACTOR shall be responsible for the expenses of Container rental and maintenance, Collection, Disposal Charges, locks and all other expenses incurred for the Community Events.”* Also, occasionally, two (2) 20-yard roll-offs are requested per event. Periodically, six (6) 96-gallon carts may be requested to be placed along the event area, if necessary.

70. Please clarify the provision on page 16 requiring the contractor to pick up to 20 yards of tires monthly at no cost and negotiate rates for illegal dumping.

Answer:

This provision and clarification is provided in Section 2.4.4.4, page 14 of the Request for Proposal as follow: *“As reasonably requested by the City, Contractor shall assist the City with the collection of illegally dumped bulk trash or piles. The City shall compensate Contractor at an agreed upon amount to be negotiated by the parties during the contract negotiations. Contractor shall pickup not more than 20 yards, a roll-off of tires from the City monthly at no cost to the City.”*

71. Is it the City’s intent for the hauler to continue using the current route schedule?

Answer:

Yes, it is the City’s intent to use the current schedule.

72. The RFP prohibits subcontracting (Section 3.23, page 25). Would the City consider allowing subcontracting for specific services such as bulk waste or emergency response?

Answer:

While last sentence of Section 3.23, page 23 of the RFP states: *“The CITY may, at its discretion, allow for the use of subcontractors in emergency situations as specified in the Agreement.”* The Proposed Agreement, Section 12.1, pages 27 thru 28 (first paragraph – item 10) also provides that any subcontracting for services related to the Agreement shall be with the City’s prior written approval.

73. Would the City consider allowing temporary surcharges or relief mechanisms in cases of substantial cost volatility?

Answer:

No.

74. Will the City allow the contractor to seek price adjustments in the event of extraordinary cost increases (e.g., fuel, labor, materials)?

Answer:

No.

75. 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?

Answer:

Page 42 Section 4.10 – Notice of Intent to Award will be held on the week of January 19, 2026, Award of Agreement to the contractor will be on Friday, February 20, 2026, Execution of the Agreement will be on Friday, February 27, 2026. With the estimated contract commencement date of April 1, 2026, we anticipate enough transition period from the date of award.

76. Fleet requirements: Section 14.2 requires an average vehicle age of 3.5 years and no vehicle older than seven years. Will the City allow exceptions for well-maintained vehicles?

Answer:

No.

77. Section 7.1 (Page 20) assigns all costs of public education for route changes to the contractor. Would the City consider limiting the frequency of these requirements?

Answer:

No.

78. Sections 10.1-10.2 (Page 24) require extended customer service hours and rapid response. Could the City confirm whether there is flexibility in these requirements, especially regarding same-day service?

Answer:

No.

79. Pages 27-28 of the sample agreement allows the City to withhold payment under various conditions. Could the City clarify what triggers payment withholding and whether any dispute resolution or interest applies to delayed payments?

Answer:

See Agreement Page 27-28 Section 12.1 – Payment Withheld for details.

80. Will the City provide a specific reporting format or template for monthly franchise fee submissions?

Answer: Page 19 Section 6.4 – “The franchise will be paid in monthly installments, before the 15th of each month at the rate of \$41,667.00 (Forty-One Thousand Six

Hundred and Sixty - Seven Dollars) per month. The Franchise Fee shall be paid monthly and will be subtracted from the City's payment amount to the Contractor. “

Answer: Page 22 Section 9.4 - List of weigh tickets for Solid Waste and Recyclables collected in the CITY including route number, date, and Solid Waste or Recyclable quantity and summary of Additional Services subject to Franchise Fee provided by CONTRACTOR, and associated revenues obtained.