



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

1. Can the City clarify how often vehicle inspections will occur and what standards will be used during these inspections?

Answer:

Vehicle inspections is contemplated as part of Facility Inspection Rights specified in Section 9.7, page 23 of the Proposed Agreement. Vehicles shall comply with the agreement and the information of each vehicle provided by the contractor in Forms 4-7, pages 49 through 53 of the Request for Proposal.

2. 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?

Answer:

As stated in Section 8.1 of the Proposed Agreement: “...*The clean-up from emergency events is not exclusive to this Agreement. The CITY reserves the right to select the CONTRACTOR and/or another agency and/or company to perform the clean-up from emergency event(s). The CONTRACTOR shall, by request of the CITY, work jointly with other agencies and/or companies during emergency events. The clean-up from some events may require that the CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event all in accordance with the “Emergency Preparedness Plan”, Exhibit 3, submitted by the CONTRACTOR and approved by the CITY. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in Exhibit 4, attached hereto and included herein provided the CONTRACTOR has first secured written authorization and approval from the CITY through the City Manager...*” See Section 8.1 for additional details.

3. The termination provision in Section 9.10 provides only five (5) business days to cure a breach. Would the City consider extending the cure period or clarifying which types of breaches this applies to?

Answer:

In the proposed resolution, the City actually provides for more days to cure (approximately 30 days), including a public hearing. Please page 23, Section 9.9 – Breach of Agreement that states: *“If, in the opinion of the City Manager, or the authorized CITY representative, there has been a material breach of Agreement, the City Manager, or designated CITY representative, shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of Agreement. If, within a period of ten (10) 24 calendar days from the date of the notice, the CONTRACTOR has not eliminated or otherwise cured the conditions considered to be a breach of Agreement, the City Manager shall so notify the City Commission in writing, and a public hearing shall be set for a date within fifteen (15) calendar days of such notice to the City Commission. On the date of the hearing, the City Commission shall hear from the CONTRACTOR and the CITY’s representatives shall make a final determination as to whether or not there has been a breach of Agreement and direct what further action shall be taken by the CITY...”* In addition, Section 9.10, page 24, states: *“If the CONTRACTOR fails to begin work at the time specified, or discontinues the prosecution of the work, or any portion thereof, for any cause not excused as provided herein, and the City Commission makes a final determination that a breach has occurred, and 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 and in default.”* Also, Section 20.1, page 34, Operation During Dispute states: *“In the event that any dispute, arises between the CITY and the CONTRACTOR relating to this Agreement performance or compensation hereunder, the CONTRACTOR shall continue to render service and receive compensation in full compliance with all terms and conditions of this Agreement as interpreted, in good faith, by the CITY, regardless of such dispute. The CONTRACTOR expressly recognizes the paramount right and duty of the CITY to provide adequate Collection and disposal services to its residents and further agrees, in consideration of the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court without first negotiating with the CITY in good faith for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute may present the matter to a court of competent jurisdiction in Broward County, Florida in an appropriate suit therefore instituted by it or by the CITY.”*

4. Could the City clarify which facility is designated for recyclable materials processing and who is responsible for selecting or contracting with it?

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.” The City opened an account with FCC Environmental Services already.

5. 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?

Answer:

Please see Exhibit “A” – Disposal Volume Historical Data

6. To support operational efficiency and cost control, would the City consider requiring that all MSW and recycling materials be placed fully within the designated carts, with no materials left outside?

Answer:

Yes, it is the City’s current standard that all MSW (garbage) and recycling materials be placed fully within the designated carts, with no materials left outside.

7. Could the City clarify the monthly rate currently charged to residents for solid waste, recycling, and bulk collection services?

Answer:

For Fiscal Year 2025-2026, beginning October 1, 2025, through September 30, 2026, the City’s adopted Solid Waste Service Assessments rate is \$583.66 for each Dwelling Unit, for the annual Solid Waste (MSW, recycling, and bulk collection) services.

8. What is the current monthly rate paid by the City to its current contractor for these same services?

Answer:

Attached as Exhibit “B” is the Fourth Amendment to Agreement Between the City & Waste Pro of Florida, Inc. for Residential Solid Waste Bulk Waste & Recycling Collection Services. The “Structure Rate” in the amendment is from October 1, 2020 through September 30, 2025. All the rates include disposal.

9. In forms 2 & 3, pages 75 & 76 of the Request for Proposal, the 3rd sentence in footnote (A) states: “It is recognized that by disposing recycling material at the FCC facility, the City is declaring waste to energy as a form of recycling.” Is waste to energy allowed as recycling?

Answer:

Yes, any waste used for the production of energy count as recycling. In accordance with Florida Statutes 403.7032(2), “...goal for the recycling efforts of state and local governmental entities, private companies and organizations, and the general public is to recycle at least 75 percent of the municipal solid waste that would otherwise be disposed of in waste management facilities, landfills, or incineration facilities. However, any solid waste used for the production of renewable energy shall count toward the long-term recycling goal as set forth in this part.”

10. What is the limit of bulk waste that contractor is required to pick up, per contract for each dwelling, per month and how many times per year?

Answer:

Please see Proposed Agreement, Section 3.2.1 - Residential Curbside Bulk Waste Collection Service, page 14, first sentence 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 on a schedule determined by the City Manager.”

11. Can we use our own bond format or do we have to use the one provided in the RFP?

Answer:

Proposers can use other acceptable bond format, as long as the bond meet applicable requirements of the Request for Proposal and the Proposed Agreement.

12. Performance Bond on Form 9 – Can we use bond form provided by the bonding company?

Answer:

Proposers may use bond form or documents provided by the bonding company provided the bond and surety meets applicable requirements of the Request for Proposal and the Proposed Agreement.

13. Does bulk include C & D materials or white goods?

Answer:

Please see Proposed Agreement, page 6 - Definitions, item (F) “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 for whom the Bulk Waste is collected. Bulk Waste does not include items herein defined as Contractor-Generated Waste, or Exempt Waste. Compacting of Bulk Waste containing refrigerants or other potentially harmful fluids or gases is prohibited.”

14. What is the term of the contract and is there a renewal or extension opportunity?

Answer:

Please see Proposed Agreement, Sections 1.2 and 1.4, pages 5 through 6 that states: “1.2 TERM OF AGREEMENT: The term of this Solid Waste, Bulk Waste and Recycling Collection Services Agreement (“Agreement”) shall be for a period of five (5) consecutive years, commencing on April 1, 2026...” and “1.4 OPTION TO RENEW: After the initial five (5) year period, the CITY shall have the option to renew for an additional term of a minimum of one (1) year to a maximum of five (5) years, and upon completion of that period, the CITY shall again have the option to renew for an additional term of a minimum of one (1) year to a maximum of five (5) years.”

15. Can the Cost package come in an envelope or do you want a binder?

Answer:

Please Request for Proposal, Section 4.3 for the Preparation of Proposals details.

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

Answer:

Please see Proposed Agreement, Section 1.4 - OPTION TO RENEW that states: “After the initial five (5) year period, the CITY shall have the option to renew for an additional term of a minimum of one (1) year to a maximum of five (5) years, and upon completion of that period, the CITY shall again have the option to renew for an additional term of a minimum of one (1) year to a maximum of five (5) years. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term...”

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

Answer:

The Proposed Agreement is located on www.demandstar.com and the City’s website, with the link:

<https://www.cityofwestpark.org/home/showpublisheddocument/2024/63899932475043000>

18. Page 14, 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:

Please see Request for Proposal, Page 14, Section 2.4.4.3 – Implementation Notices that states: *“At no cost to the City, Contractor shall send notices (in form of a flyer) to residents, at least two times a year, about Solid Waste Garbage Collection, Bulk, and Recycling services.”*

19. Has the current hauler incurred penalties or received complaints related to customer service?

Answer:

The current hauler has never been issued penalty. However, we have received complaints and the current hauler has diligently addressed the complaints as soon as its brought to their attention.

20. Sec. 2.4.4., “Additional Services,” lists City facilities that the Contractor will be required to service at no cost to the City. Could the City please specify the service levels (size of roll-off containers, frequency of service, types of services, types of materials to be collected, etc.) for those facilities?

Answer:

See attached Exhibit “C” – List of City Facilities with Continuous Service Level.