



CITY OF WEST PARK

REVISED

FREQUENTLY ASKED QUESTIONS

for

REQUEST FOR PROPOSALS (RFP # 20-0911)

RESIDENTIAL SOLID WASTE, BULK WASTE, AND RECYCLING COLLECTION SERVICES

1) Section 2.4.3.1 – Are C&D collection services exclusive to this agreement?

Answer: See Section 2.4.3.1.

2) Section 2.4.4.1/2.4.4.1 – City facilities requiring service:

a. What is the service required at each location?

Answer: Any and all services – See Addendum #3.

b. Are services required at locations marked “vacant lots”? If the response is no, will they be excluded from the list?

Answer: Any and all services – See Addendum #3.

3) 2.4.4.2 – Please give examples in the past of Community Events and what services are to be required of the Contractor to provide, to calculate the cost to provide the services?

Answer: Approximately 200 to 300 people attend annual community events where we request roll-offs and trash receptacles. Examples of community events include the Dr. Martin Luther King Jr. Day Parade; Earth Day Recycling Fair; Mother’s Day Brunch; Father’s Day Event; Thanksgiving Event; and Holiday Toy Giveaway.

4) 2.4.4.3 Notices:

a. Will the Contractor be able to include the notice along with other City notifications and what would be the cost to the Contractor?

Answer: No.

- b. The City will supply the Contractor with a mailing list of residents to receive the notices/service in Geo Code Format?

Answer: No.

- 5) 4.1 Mandatory Pre – Proposal Meeting: Will this be held in person or via Remote Computer (Zoom, Teams, etc.) due to the restrictive regulations of the Pandemic?

Answer: See Addendum #2.

- 6) 4.4.4 – Experience: Please remove “going back no more than 5 years” and consider changing to the following suggested language. This would include all companies/proposers with experience currently in the business, not only include “references/contracts in the past 5 years”, or “just the Company”.

The longer a proposer has been providing these services only increases the years of experience and should not be penalized or excluded from submitting a proposal for it.

The language below is a “generic” list of qualifications taken from 3 recent local Bids/RFP’s with reasonable requirements we feel are fair and would like to see used. We are “economically disadvantaged middle market businesses”, which have been excluded from the process due to unrealistic qualifications such as limiting your experience to a certain time period, but have not been given the specific opportunity as “minority or woman owned businesses” have been given.

We are considered “small business” by the Federal SBA, and our SIC Code as companies generating less than 41M per year in revenue due to the high capital intensive costs of this industry. Small business is the back bone of the U.S. economy. Being a small business we have also been economically damaged due to the current Pandemic, which was the driving force behind the Cares Act. The Federal Governmental has helped but the Local Governments still exclude companies with requirements that take away from competition among many qualified companies. If a Company is financially stable, is able to submit references not just specific and guarantees their work with a performance bond this should be all the security a City needs.

Answer: No

- 7) Experience: Experience and Minimum Qualifications for a Bid/RFP:

Proposer is normally and routinely engaged in performing residential/commercial solid waste and/or recycling services and are properly licensed to perform such services.

Proposers must demonstrate that they, or key staff that would be directly assigned to the contract have successfully provided similar residential/commercial solid waste and/or recycling services and provide 3 references they are either currently servicing or have serviced in the past.

Proposers must demonstrate they are financially solvent, have the ability to provide financial support to provide the equipment, staffing needed to perform the services, including organizational structure and are able to provide any required reasonable performance bonds if required.

Answer: See requirements in RFP Packet

- 8) 4.4.6/4.4.7 Financial Stability/Financial Statement – The financial documents listed are typically those used by Public Companies. Normally accepted Financial Statements are those prepared by an Independent CPA using GAAP standards, minimum being compiled along with Federal Tax Returns. Please indicate these are acceptable, as they are accepted by all Financial Institutions, Lenders, and Bond Companies to determine a Company’s Financial Position.

Answer: See requirements in RFP Packet.

- 9) 4.4.13 – Proposal Security – Is a Bid Bond in the amount of \$150,000 acceptable?

Answer: See requirements in RFP Packet.

- 10) Page 21 states “No Subcontractors, but on page 42 item 5 it asks for them to be listed along with other entities participating and their duties. Which is correct?

Answer: See requirements in RFP Packet

- 11) Page 69 – Emergency Preparedness Plan – Does the City have a Designated Disaster Contractor under contract as most Cities? What is the purpose of this Form?

Answer: See requirements in RFP Packet

- 12) Page 12 – Provide an additional cart no charge: How many are there? There is not provision to charge additional for the service portion. If the customer has an additional cart, there will be additional tonnage which equates into a cost to the contractor?

Answer: Resident will pay for additional cart, if they are legal according to the code. The resident should pay for the additional cart and the service. Section 3.1.2.1, there is no charge for a replacement cart. Page 12 Section 3.1.2.2 references containers replacement.

13) Bulk Pickup – Company Rep. at City Hall: Due to the current Pandemic and beyond, this could be very well accomplished via e mail, there should be no reason someone physically needs to be there, please change.

Answer: On Bulk days, a representative is required to be within the City limits and should be able to respond within 5 minutes of a call for service or complaint.

14) Page 13 – Distribution of Carts within 5 day of notification: A little more time would be appreciated for almost 10,000 carts.

Answer: Your comment will be considered during final draft.

15) Page 14 – Cart Replacement: Is there any limit to the number of carts that will be replaced by no fault of the contractor? There is no way for a contractor to estimate the cost.

Answer: No. See section 3.3.3.2 of the draft agreement.

16) Page 16 – Reimbursement of Education Expenses: How many times per year and what is the cost per event as we must know what our costs are prior to submitting a bid?

Answer: In the past, our current vendor has never had to reimburse the city for Educational Costs because the Vendor would perform the education services. Please note, this is not an event.

17) Page 17 – Has the City obtained the services of an outside consultant resulting in a cost of \$75,000 per year? If so, please provide the name of the firm and their qualifications.

Answer: No.

18) Franchise Fees – Please clarify the Contractor still must pay \$100,000 to the City per year out of its billings (even though it is not being billed to the City) as an expense, but the City in section 6.4.1 is already collecting the \$100,000 from the residents through yearly tax/service assessments, so the City is paid \$100,000 twice?

Answer: No.

19) Page 18 – Adjustments: Please confirm the contractor will not receive any Adjustments for years 2021, 2022, 2023?

Answer: Confirmed. See Section 6.8.

20) Page 19 – Recycling Revenues: Since the City is receiving all revenue they are taking responsibility for any contamination charges by the facility the hauler is directed to, by no fault of the contractor?

Answer: No. The City is not taking responsibility and there is no revenue at this time.

21) Page 30 -31 – Insurance: Some of the listed insurance coverages do not apply to the required service. 10.0 M of coverage for an Umbrella is unreasonable and not even required by the largest cities in Broward or Miami Dade County. Please consider reducing to 5.0 M.

Answer: No.

22) Page 8 – Section 2.4 Is option one semi-automated or rear load collection services?

Answer: See Table 4.7, page 35 in the Proposal Packet

23) Page 10 – Section 2.4.4 Will the city provide the size container and weekly frequency of the city facilities services?

Answer: See revised table in Section 2.4.4.1

24) Page 12 – Section 2.4.4.2 What types of events does the city do? Can the city also provide when the events happen throughout the year and what size and quantity containers are required?

Answer: Dr. MLK, Mother's day, Father's Day, Earth Day, Halloween, Thanksgiving, Christmas & others To Be Announced (TBA)

25) Page 12 – Section 24.4.4. How many times a year does the city require illegal dumped bulk and trash piles. What types of services is the city requiring? Is there a 20-yard tire container located at the city facility? Is so is it part of the free city services?

Answer: The City does not require or condone illegal dumping. See Section 2.4.4.4

26) Page 21 – Section 3.23. Will the city allow subcontracting under extenuating circumstances?

Answer: See Section 3.23.

27) Page 23 – Section 23. Will the city adhere to CDC guidelines for the mandatory pre bid on August 24, 2020?

Answer: See Addendum #1 – Virtual meeting, Friday, August 28, 2020 at 1:00pm, Non-Mandatory.

28) Page 27 – Section 4.4.3. If a new contractor is awarded the franchise agreement, then most likely the contractor would hire a supervisor just for the city of West Park. Does the city require the proposer to name the supervisor prior to award or can we provide a job design for that position?

Answer: See Section 4.4.3 and See Section 9.1 of the agreement

29) Page 29 – Section 4.4.6. Is it possible to provide the 2 years of annual reports on the USB drive instead of 10 copies of each? (Each annual report is approximately 181 pages)

Answer: Interested contractors may provide Financial Stability/Statements on a formatted USB.

30) Page 33 – Section 4.4.19. Does the city have a current contract with a disaster debris contractor? Is it the city's intent to have the contractor be the first responder?

Answer: See Section 4.4.19.

31) Page 34 – Section 4.5 and 4.6. It states the city manager will review the Qualification packages, yet in 4.6 it states that the cost package will be open at the time of the bid opening. Please clarify.

Answer: See Addendum # 2.

32) Page 35 – Section 4.7. Cost evaluation. If the city is requiring two different options, does that mean there are two type of services required for this contract. Curbside service and automated curbside service? Please clarify.

Answer: See Section 4.7.

33) Form 9 – Performance Bond. Are the 110% the annual bond requirements? Usually it is 100% of annual price.

Answer: See Addendum #3.

- 34) Will the city provide the last three years of annual tonnages for Solid Waste, Bulk, Recycle and provide the disposal and processing rates as it is required to include in our rates?

Answer: This document is not requested for submittal of RFP, however, please contact the City Clerk for records request.

- 35) Is the service for solid waste and recycle cart content only since we are required to purchase all new 95-gallon carts?

Answer: See Section 2.4

- 36) Definitions Page 7.8 A.A garbage can; K.K Recycling bins; UU Residential curbside units. Since the city is requiring new 96-gallon cart for solid waste and recycle will the city consider removing those from the draft agreement? What does the city mean by bags and bundle? Please clarify

Answer: Your recommendation will be considered during final draft of the agreement.

- 37) Page 12 – Section 3.1.1. Will the city provide the quantity, names and address of those residents receiving back door service?

Answer: No. See Section 3.1.1

- 38) Page 12 – Section 3.1.2.23.3.3.2. Would the city consider change the replacement and repairs on containers to the industry standard of 5 working day?

Answer: No

- 39) Page 12 – Section 3.2. Please clarify that during the monthly bulk services the contractor is required to only pick up 12 cubic yard per home. If there is a larger pile, what is expected from the contractor?

Answer: See Section 3.2.1.

- 40) Page 14 – Section 3.3.4.1. Will the city provide quantity, names and address of those residents receiving back door service.

See Section 3.3.4.1.

- 41) Page 15 – Section 3.5. What is the designated disposal facilities for Solid waste, recycle processing and bulk disposal?

See Section 3.5.

42) Page 16 – Section 4. What is the estimated cost per year for the education reimbursement?

See Section 4.1 and 4.2

43) Page 15 – Section 6.4. What is the current franchise fee? If the city increases the franchise fee will it be a pass thru to the residents? If not how are we to know calculate the dollars annually?

See Section 6.4.1

44) Page 18 – Section 6.8. Will the city change the CPI all urbans to Waste Sewer Trash? This is more indicative to our industry.

Answer: No.

45) In the RFP is refers to commercial services, yet in the draft agreement it is only for residential services. Please clarify?

Answer: The request for proposal is for Residential Solid Waste, Bulk and Recycling Services only.

46) Agreement Page 18 – Section 6.8: Will the City please consider revising the index used for CPI adjustments to be Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics?

Answer: No.

47) Agreement 24-26 – Section 11: Will the City please add language to allow Proposer to appeal the City Manager’s determination of monetary penalties to the City Commission or other appropriate entity?

Answer: No.

48) Agreement Page 29, Section 14.3.1: Will the City please revise this section to clarify that any request by the City for Proposer to remove an employee or contractor will be reasonable?

Answer: No.

49) Agreement Page 32, Section 18: Will the City please revise this section to clarify that Proposer will indemnify the City for claims related to Proposer’s or its employees’ negligence or willful misconduct, and that such

indemnification obligations exclude claims related to the City's negligence and willful misconduct?

Answer: No.

50) Agreement Pages 32-33, Section 19: Will the City please revise the provisions set forth in this section as follows:

- a. To state that the City's approval of Proposer assigning or subcontracting the Agreement will not be unreasonably withheld, delayed or conditioned.
- b. To state that Proposer will not sell or dispose of any assets used in the performance of services under the Agreement outside of the ordinary course of business, other than to an affiliate, if such assets will not be replaced and such sale/disposal would materially adversely affect performance of the services (as reasonably determined by Proposer); and to state that the City's consent to other sale/disposition of assets will not be unreasonably withheld, delayed or conditioned.
- c. To allow purchase, merger, or other like transactions with Proposer's affiliates; and to state that the City's consent to Proposer's transactions with non-affiliates will not be unreasonably withheld, delayed or conditioned.

Answer: No.

51) Will the City please add language allowing Proposer to terminate the Agreement if the City breaches and does not cure within a reasonable or specified period of time?

Answer: No.

52) Will the City please add language allowing Proposer to terminate the Agreement if the City breaches and does not cure within a reasonable or specified period of time?

Answer: No.

53) Will the City please add language to clarify that title to Exempt Waste will never pass to Proposer, but will remain with the generator of such?

Answer: No.

54) Agreement Page 5, Section 1.4: Will the City please revise this section so that any renewal or extension must be mutually agreed upon by both the City and the Contractor?

Answer: No.

55) Agreement Page 15, Section 3.5: Will the City please revise this section to provide that transportation rates will be negotiated if the Designated Disposal Facility changes and is greater than 15 miles from the City center?

Answer: No.

56) Agreement Page 18, Section 6.8: Will the City please revise this section so that annual yearly increases will begin on January 1, 2022 (instead of on January 1, 2024)?

Answer: No.

57) Agreement Page 33, Section 20: Will the City please delete the first sentence of the third paragraph, which allows the City to terminate at any time if services “fail to meet reasonable standards of the trade”? Sections 9.9 and 9.10 already address failure to perform and give the City the right to terminate if such failure is not cured.

Answer: No.

58) Sec 1, Paragraph 4 of the RFP states that sealed proposals will be “distributed to the Selection Team for review”. However, Sec. 4.5 Qualification Evaluation states “The evaluation of proposals and the determination of conformity and acceptability shall be the sole responsibility of the City Manager.” To that effect, will there be an Evaluation Committee?

Answer: See Section 2 page 4

59) Sec. 3.23 of the RFP prohibits subcontracting by the Contractor. With regard to bulk services that are required by this RFP, this prohibition places an undue burden on a Contractor that does not own the specialized equipment to provide such services. Because bulk services offered to municipalities are typically subcontracted to bulk providers, would the City eliminate this prohibition?

Answer: No.

60) Sec. 3.23 disallows subcontracting except in the case of an emergency. However, Form 1, page 42, seems to allow subcontractors by asking the proposer to list the subcontractors. Will the City please clarify?

Answer: See Section 3.23.

61) In the event the City is not willing to allow for subcontractors for bulk services, would the City consider accepting a subsidy from the Contractor to allow for the City to manage and determine its own bulk services provider?

Answer: No.

62) In the event that the City does not eliminate the subcontractor prohibition in Sec. 3.23, and does not indicate that it is willing to accept a subsidy for bulk services, would the City accept a proposal that does not include bulk services pricing?

Answer: No.

63) Sec. 2.4.4., “Additional Services,” lists City facilities that the Contractor will be required to service at no cost to the City. Several of these facilities are listed as vacant lots. Please specify the exact expectations for servicing such vacant lots (size of roll-off containers, frequency of service, types of services, types of materials to be collected, etc.).

Answer: See Section 2.4.4 & Section 2.4.4.4.

64) Please specify the numbers of containers; their respective sizes; types of material being collected; and the frequency of collection at the other non-vacant lot City facilities.

Answer: See Addendum #3

65) Who is responsible for servicing illegally dumped material at City-owned facilities?

Answer: See Section 2.4.4.4.

66) In Section 6.8 of the agreement, “Adjustments to Other Costs,” would the City consider allowing for a price adjustment starting January 1, 2022 as it is customary for such adjustments to happen on a yearly basis? Additionally, will the City consider allowing for annual fuel adjustments which is also customary in municipal contracts for garbage collection service?

Answer: No

67) In the event that the City does not change the rate adjustment date as requested in the previous question, Sec.6.8 of the agreement states that “beginning on January 1, 2024 and annually thereafter, the CONTRACTOR shall receive an annual adjustment in the rates that are part of the total Collection element of rates established in the Rate Structure provided in

Exhibit 1”. However, pricing Forms 2 & 3 state “The following cost proposal form is for Residential Curbside Cart Collection services. Collection service rates proposed on this form shall be fixed for the first three (3) years following execution of the Agreement, through December 31, 2024 and shall reflect service requirements as specified in the Agreement”. “Through December 31, 2024” would be the first four (4) years following execution. Will the city please clarify how long the rates are to be fixed?

Answer: See Addendum # 3.

68) In Section 6.8 of the agreement, “Adjustments to Other Costs,” would the City consider revising the index for price adjustments to Consumer Price Index series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor?”

Answer: No.

69) Sec. 24.4.2, “Community Events”, requires the contractor provide services to twelve (12) community events. Please list the annual community events for which such services are expected; and the list of community events for which the current contractor has provided service in the year 2019. Also, what is the anticipated size of such events (i.e. number of individuals expected, etc.)?

Answer: Approximately 200 to 300 people attend annual community events where we request roll-offs and trash receptacles. Examples of community events include the Dr. Martin Luther King Jr. Day Parade; Earth Day Recycling Fair; Mother’s Day Brunch; Father’s Day Event; Thanksgiving Event; and Holiday Toy Giveaway.

70) Please specify the quantity and sizes of roll-off containers for each event, as stated in Sec. 24.4.2, “Community Events.” as well as the quantity of garbage and recycling containers that the Contractor will be required to provide.

Answer: Approximately 200 to 300 people attend annual community events where we request roll-offs and trash receptacles. Examples of community events include the Dr. Martin Luther King Jr. Day Parade; Earth Day Recycling Fair; Mother’s Day Brunch; Father’s Day Event; Thanksgiving Event; and Holiday Toy Giveaway.

71) In Sec. 24.4.2, “Community Events,” please clarify the meaning of “...and all other expenses incurred by the community event” as it applies to the Contractor’s responsibilities and requirements.

Answer: See Section 2.4.4.2

72) The City requires an emergency plan that details how the Contractor will assist with clean-up efforts after a hurricane, severe storm or other natural or man-made disaster (Sec. 4.4.19 in the RFP and Sec. 8 in agreement). However, emergency debris removal services are not part of the typical services provided by garbage haulers because of the specialized equipment and expertise required. Because most municipalities contract separately with an Emergency Debris Removal service provider, would the City remove this requirement from the RFP and the agreement?

Answer: See Section 8.

73) Will the City add *Force Majeure* language to the agreement?

Answer: No.

74) Because the City is requesting that services commence on January 1, 2021 after an award decision to be made on October 7, 2020, the transition period will be very limited. Among the many steps required by a properly executed transition are the thoughtful planning regarding route changes; communication with residents; and coordination with City Staff – all of which will be hindered during such a limited period of time which also includes two major holiday periods. Will the City consider changing the service commencement date to allow for ample time for the transition implementation period?

Answer: No.

75) Secs. 3.1 and 3.3 of the agreement requires that the Contractor provide replacement solid waste and recycling carts for each residential unit prior to December 15, 2020. Because the award is scheduled for October 7, 2020, this would allow for approximately eight (8) weeks to deliver said containers. Such a timeline is unnecessarily constraining and may incur additional cost. Being that the process of designing, producing, and delivering such containers is likely to exceed eight (8) weeks, would the City extend this deadline to allow for at least twelve (12) weeks for such container production and delivery?

Answer: No.

76) Does the City require hot stamps for their garbage and recycling containers? If so, will the City be able to provide all the specifications (artwork, colors, etc.) to the awardee as soon as possible after the contract award is made so as to expedite the design and production process?

Answer: Yes.

77) Section 10.2 of the agreement, “Missed Collections,” requires same-day service of missed collections for complaints received prior to 3:00 p.m. Because it is difficult to guarantee such same-day service for calls received by the 3:00 p.m. deadline, would the City consider changing the service deadline for missed collections to 24 hours after the call is received?

Answer: See Section 10.2

78) Given that the City wishes to receive proposals with the best experience, service, and pricing for its residents, would the City remove the Local Preference policy as stated in Sec. 1 of the RFP?

Answer: No.

79) As is customary, most municipalities list the specific expectations of additional services from their service providers. In Sec. 44.10 of the RFP, the City asks for “Corporate Good Will” from the Contractor. Will the City specify which goods and/or additional services are expected?

Answer: No.

80) Please make available a listing of the current “Corporate Good Will” services that are being provided by the City’s hauler.

Answer: See Section 4.4.10

81) What rate per month does the City of West Park charge its residents for solid waste, recycling, and bulk collection respectively? What rate per month does the City pay its current contractor for those same services?

Answer: No.

82) Please add language to the agreement that specifies that the City will be sending annual (minimum) house count updates to the Contractor.

Answer: Your recommendation will be considered during the final draft of the agreement.

83) The Contractor will need to establish individual accounts (i.e. direct billing to residents) for account that start service in the middle of the tax year until they appear on the tax rolls. How will the City provide these addresses? In other words, will the City send the Contractor a listing of issued Certificates of Occupancy (CO's) each month or will the residents need to call to start service once they move in?

Answer: Your recommendation will be considered during the final draft of the agreement.

84) Please add language to Sec. 6.3, "Terms," in the agreement that specifies that the City will provide back-up information for all monthly payments.

Answer: No.

85) In Sec. 6.4, "Franchise Fees," of the agreement, no franchise fee percentage is listed, and it states that such fees would be determined by Resolution. Because this percentage is necessary for accurate pricing, please provide a franchise fee percentage.

Answer: See Section 6.4.1.

86) In Sec. 6.4.1, "Franchise Fees," it is unclear as to whether the resident will be billed on the tax roll and if the City will pay the Contractor as it is paid. Will the City be deducting the "early payment" discount that residents receive when they pay their taxes early, or will the City be remitting the full monthly amount?

Answer: See Section 6.4

87) To maximize efficiency and keep costs low, will the City require that no materials, MSW or recycling, be left outside the cart?

Answer: No.

88) On Price Form #2, footnote (A), it states the "Monthly Residential Curbside Service Unit Collection element shall be adjusted according to Section 6.11 of the Agreement." However, on Price Form #3, footnote (C) states "Monthly Residential Curbside Service Unit Collection element shall be adjusted according to Section 6.5 of the Agreement." Please clarify.

Answer: See Section 6.5

89) Will the Contractor be responsible for servicing illegally dumped material at City-owned sites?

Answer: Yes.

90) The generation figure of 1.95 tons per year in the RFP states it was provided by the County. In order to provide the most accurate residential rate, can the City please provide actual tonnage collected in the City for the last 12 months?

Answer: This is not required for submittal, however, you may contact the City Clerk for public records.

91) Please provide the annual bulk tonnage collected in the City.

Answer: This is not required for submittal, however, you may contact the City Clerk for public records.

92) Sec. 3.1.2.1. & 3.3.3.1 is currently open-ended regarding recycling carts and correct pricing requires a limit on the number of garbage and recycling carts to be distributed. Would the City add a limit on the number of garbage and recycling carts requested by the Customer?

Answer: No.

93) The restrictive fleet age provision in Sec. 14.2 will most likely increase rates. Well-maintained vehicles should last ten (10) plus years. Will the City relax this provision to a five (5)-year average age with a ten (10)-year maximum age?

Answer: No.

94) Sec. 3.23 disallows subcontracting except in the case of an emergency. However, Form 1, page 42, seems to allow subcontractors by asking the proposer to list the subcontractors. Will the City please clarify?

Answer: See Section 3.23.

95) Will the City consider allowing for exceptions?

Answer: No.

96) Would the city consider allowing the proposal security (Form 10) of \$150,000.00 to be in a form other than a Cashier's Check?

Answer: See Section 4.4.13.

97) In Sec. 4.8 of the RFP, the protest security is \$100,000.00 and, if the proposer were to appeal to the City Commission, it would be another \$100,000.00. Being that such a security is uncommon and considered excessive given the size of the City, would the City reduce this amount to be consistent with the solicitation practices of similar municipalities in the region?

Answer: No, See Section 4.8.

98) Form 9 requires a performance bond 110% of the cost at the highest annual price. However, page 27/51 of the agreement indicates \$2 million. Will the City please clarify the requirements of the performance bond?

Answer: See Addendum #3.

99) Sec. 1.4 of the agreement makes some reference to renewal by mutual agreement. Can the City please clarify that any renewal would be by mutual agreement?

Answer: After the initial 5-year term, any renewal will be by mutual agreement of the parties.

100) Sec. 2 (BB), "Gross Revenues," seems to say that Disposal Charges are included in the calculation, but Franchise Fees are excluded. Thereafter, it says Gross Revenue is not reduced by Disposal or Franchise Fees. Please clarify.

Answer: Gross revenues include franchise fees.

101) Sec. 2 (HHH), "Special Material Station," states that aerosol cans, pesticides, batteries, and used oil are excluded. Can the City please clarify the type of material that is to be collected and whether these stations need to be manned?

Answer: (HHH), "Special Material Station," It is a part of a list of definition and not a specific service.

102) Sec. 9.6, "Audits and Inspections of Work rights," states that the Contractor needs to keep records for six (6) years. If the audit shows a variance of more than 2%, the Contractor would have to pay for the audit. However, Sec. 30.1, "Records," states that records must be kept for three (3) years after the contract end. Can the City please clarify this discrepancy?

Answer: Records will need to be kept for 6 years from the end of the first contract year. Once the contract end, records will need to be kept and made

available for three years following the end of the final contract period. For instance, if the contract is mutually extended by 5 years and then is not renewed after that, then the contract has lasted for 10 years. Only the last 4 years of the contract period would need to be kept after that, and then for only 3 full years from the end of the contract.

103) Sec. 16, “Insurance,” states that the insurance required includes professional liability at \$5 million and umbrella at \$10 million. The City wants the Contractor to keep the insurance in effect for one (1) year, and professional liability for five (5) years after contract end. This is an unnecessarily long period of time that will result in additional costs for the Contractor. Will the City consider reducing or eliminating this requirement?

Answer: No.

104) In Sec. 2 (L), “Collections,” will the City redefine this term to state that collection does not include any kind of hazardous or biomedical waste?

Answer: Yes.

105) Will the designated recycling facility continue to be the Reuter facility?

Answer: Not necessarily.

106) Will the City specifically include biomedical waste in Sec. 2 (III), “Special Waste?”

Answer: Your recommendation will be considered during the preparation of the final agreement.

107) Sec. 3.3.2 of the agreement requires the Contractor to separate contaminated material from recycling material, if practical. Because such a process will be impractical for the Contractor’s drivers at all times, especially if using an automatic side loader, would the City delete this requirement?

Answer: The term “if practical” would include material collected by side loader. The contractor would need to first look at the material being loaded to determine by brief inspection if the load would likely be contaminated.

108) Section 6.9 (Recycling Revenues) of the draft Agreement (page 19) states: “In the event of any recycling revenue, the City shall retain all sums received by the County or processor and the resulting sale of processed Recyclable Materials as a result of the Contractor’s provision of Recycling Services...”

“Recycling Services” is not a defined term in the draft Agreement. Is it the

City's intent to require the Contractor to separate and/or process the recyclable materials that the Contractor collects? Or does the City intend to award a separate contract to a contractor who will be responsible for the processing of the recyclables?

Answer: No.

109) In the event that the awardee is the same contractor as the recycling processing contractor, would the City consider a separate recycling processing agreement?

Answer: No.

110) What is the current Designated Recycling Facility (as that term is defined in the draft Agreement on page 7)? Does the City intend to change the Designated Recycling Facility?

Answer: No.

111) Will the City add language to Sec. 9.6 of the agreement that provides for advanced notice to inspect records?

Answer: This recommendation will be considered during the final drafting of the agreement.

112) Sec. 9.8, "Liabilities for Delays or Non-Performance Due to Unusual Circumstances," states that the Contractor shall not be entitled to compensation for stoppage of work during such circumstances. Will the City remove this penalty to the Contractor in the case of a hurricane or severe storm where the Contractor cannot perform services due to accessibility and/or safety reasons?

Answer: No

113) In Section 11.2 (Other Provisions) of the draft Agreement, to ensure the accuracy and fairness of the complaint process, would the City be willing to add language requiring timely written notice as follows: "Following prompt written notification by the City Manager or customer, failure by the Contractor to remedy the cause of any complaint within the time indicate shall result in the City Manager imposing penalties?"

Answer: No.

114) Currently, the City's monthly bulk schedule consists of three (3) zones which all go on Monday. To minimize costs and improve efficiency of service, would the City consider allowing the Contractor to change this schedule to provide bulk services Monday through Saturday by different zones?

Answer: No.

115) The RFP is not specific as to a designated disposal facility. Cost savings to the City and its residents can be realized depending on the disposal facility of choice. Should Waste Management be awarded this contract, will the City allow for Municipal Solid Waste (MSW) to be managed at a Waste Management disposal facility?

Answer: No.

116) Sec. 18, "Indemnification" – The indemnity requires the contractor to indemnify the City for the City's own negligence. Would the City revise the indemnity to provide that the Contractor is obligated to indemnify the City to the extent of the Contractor's negligence, intentional misconduct, contract breach or violation of law or regulation?

Answer: This recommendation will be considered during the final drafting of the agreement.

117) Sec. 19, "Assignment" – This requires consent of the city to make an assignment or any sale of assets. Waste Management Inc. of Florida regularly sells and transfers assets, including trucks and other equipment. Will the City modify this requirement to permit the sale or transfer of assets in the normal course of business?

Answer: This recommendation will be considered during the final drafting of the agreement.

118) Sec. 4.7 of the proposal, "Cost Evaluation" – If the proposer only proposes on Option 2, how is the scoring done? Does the proposer forfeit 30 points out of 100 by doing so? Please clarify.

Answer: Potentially Yes.

119) Understanding that garbage collection is 2x per week and recycling collection is 1x per week, and as a potential cost savings measure, would the City consider a 5-day (Monday – Friday) garbage collection service schedule with recycling collection conducted on a day that does not coincide with

garbage collection (i.e. Monday / Thursday, Tuesday / Friday – garbage, and Wednesday – recycling)?

Answer: No.

120) In regards RFP page 8 Section 2.4.1 Residential Cart Collection Services Bid OPTION #1, there is no mention as to the type of collection service method.

- a. Does Option #1 include manual cart collection and semi-automated cart collection?
- b. Does option #1 include cart collection at curbside and alley way?
- c. Is the City's intent with Option #1 one to describe the method of collection that is currently being used in the City?

Answer: See Section 4.7 of the RFP.

121) In regards RFP page 9 Section 2.4.2 Residential Curbside Automated Cart Collection Services Bid OPTION #2, states that the solid waste and recycle carts will be picked up curbside. Will the City confirm that all residents must place solid waste carts, recycle carts and bulk waste at curbside to be picked up by a fully automated truck?

Answer: See Section 2.4.2.3

122) In RFP Section 4.4.13 Proposal Security (Cash Bond) the specifications require a \$150,000.00 check made out to the City as the proposal security. Will the City accept a bid bond from reputable surety company in lieu of the check?

Answer: See Section 4.4.13

123) RFP Service Agreement Section 6.4 Franchise Fees requires Contractor to pay franchise fees on all services provided. What is the City's current franchise fee for the services listed in the RFP?

Answer: Twenty-Five percent (25%) of gross revenue.

124) RFP Form 9 states that the performance bond amount is 110% of the cost of providing the service for the highest annual price. The draft agreement Section 13 Performance Bond states that the performance bond amount is \$2,000,000. Will the city clarify the performance bond amount?

Answer: See Addendum #3.

125) RFP Section 3.23. Subcontracting prohibits contractor from using subcontractors. Will the City allow the proposer/contractor to use a subcontractor that is a Small Minority Owned Business domiciled in the City of West Park as a subcontractor?

Answer: See Section 3.23

126) Will the current service provider be required to buy all new solid waste and recycling carts for the City residents?

Answer: See Section 2.4.1.1 & Section 2.4.1.2

127) Please confirm whether there is Commercial Accounts included or not in this bid request?

Answer: The RFP is for Residential Solid Waste, Bulk Waste and Recycling Collection Services.

128) Form 3 – References should include business entity, owners and key managers. Is that correct?

Answer: See Form 3 for details.

129) Form 9 – Performance Bond should be 110% of the Annual Price of the Contract, is that correct?

Answer: See Addendum # 3.

130) On page number 74, it states Number of Customers/Containers is 4,898; and on page 75 states Single Family (4,114) and Multi-family (485) equals 4,599, there is a 299 difference. Is that Condominiums larger than ten (10) units? Are those 299 units included in the RFP?

Answer: See Addendum #3.

131) Can you clarify the Insurance Requirement limits on for this RFP?

Answer: See Section 16 of the Draft Agreement

132) Will the City reconsider the adjusting the insurance requirement limits? In particular, the Umbrella Liability, general aggregate of \$10 Million Dollars? All the requests are above the norm in regards to a contract of this size. Miami International Airport and Fort Lauderdale International Airport that have billions of dollars of aircrafts, do not require such a high limit.

Answer: No.

133) If the City will not reconsider lowering the limits can the required \$10M Excess limit be used with primary limits to satisfy higher primary limits required?

Answer: No.

134) Will the City reconsider the adjusting the insurance requirement limits? In particular, the Umbrella Liability, general aggregate of \$10 Million Dollars? All the requests are above the norm in regards to a contract of this size. Miami International Airport and Fort Lauderdale International Airport that have billions of dollars of aircrafts, do not require such a high limit.

Answer: No.

135) If the City will not reconsider lowering the limits can the required \$10M Excess limit be used with primary limits to satisfy higher primary limits required?

Answer: No.

136) RFP Page 8 Section 2.4- Collection Services- Please confirm the Contractor may collect Residential Solid Waste, Bulk Waste and Recycling 6 days per week, Mon-Thurs, Tues-Fri, and Wed-Sat.

Answer: See Section 2.4.

137) RFP Page 9 Section 2.4.1.3- Residential Bulk Collection Service- Can the City provide the current bulk collection schedule?

Answer: Please visit the City's website at www.cityofwestpark.org. Under Residents see the Maps tab.

138) RFP Page 10 Section 2.4.4.1- City Facilities- Can the City please provide a listing of the container sizes and service frequencies? For Example: McTyre Park has a 4-yard container services 3 times per week.

Answer: See Addendum # 3.

139) RFP Page 12 Section 2.4.4.4. Illegal Dumping - Can the City please provide the number of times in 2019 they requested assistance from the Contractor with the collection of illegally dumped bulk trash or piles? Would the City know the estimated yards or tons that were collected in 2019?

Answer: Please contact the City Clerk for public records request.

140) Agreement page 11 Section 3.1.1—Off Street collection Services-Can the city provide the number of Residential units that request Off Street Collection Services?

Answer: See Section 3.1.1

141) Agreement page 16 Section 4- Educational Services- How much did the contractor reimburse the City for educational services in 2019?

Answer: \$0.00.

142) Agreement page 17 Section 6.2-Proposal Preparation Expenses and Yearly Fee-When is the annual fee due to be paid? For the first year would the proposer pay \$75,000 and \$100,000?

Answer: See section 6.2

143) Agreement page 17 Section 6.4.1- Please confirm the Contractor does not have any obligation regarding the Franchise fee.

Answer: See section 6.4

144) Agreement page 18 Section 6.7- Has the City conducted any Waste Generation Studies in the past? If so, what was the outcome?

Answer: No.

145) Agreement page 18 Section 6.7- Does the city know the annual tons collected for each of the following material types: Solid Waste, Bulk Waste, Recycling?

Answer: Partially.

146) Agreement page 19 Section 6.9-Recycling Revenue-Can the City confirm that the any Recycling Revenue would be after the processing fees are paid in full?

Answer: No.

147) Will the City clarify that the proposer's surety company must use the Form 9 Performance Bond form on which to write the performance bond?

a. Will the City accept the proposer's surety company's standard performance bond form?

b. **Answer: See Addendum #3**

148) Due to the rescheduling of the pre bid to 8/28 and No responses as of 8/21/20 to many very important questions and requested clarifications, we respectfully request extending both the Due Date and the Start Date of this contract.

- a. By the time the City will actually award this contract the contractor will not have enough time to acquire equipment to service this contract especially with scheduled factory shutdowns that happen every year on Thanksgiving and the Christmas/New Year Holidays.

Answer: No.