



CITY OF WEST PARK
REQUEST FOR PROPOSALS (RFP # 20-0911)
RESIDENTIAL SOLID WASTE, BULK WASTE, AND
RECYCLING COLLECTION SERVICES

FREQUENTLY ASKED QUESTIONS (2)

- 1) Section 2.4.1 – How many grey carts are currently deployed? How many blue carts are currently deployed?
Answer: See Appendix B Page 74.

- 2) Section 2.4.2 – Why are there different service proposals requested? If both proposals require the delivery of automated carts, why would the City be interested in anything other than automated collection?
Answer: See Section 4.7.

- 3) Section 2.4.4.1 – What services does the City expect to be provided to empty lots?
Answer: Pick up illegal dumping & materials.

- 4) Section 3.23 – As bulk pickup is specialized and is most of the time completed using grapple type trucks, will the City consider this type of work to be performed by a subcontractor specializing in such work?
Answer: See Section 3.23.

- 5) Section 4.1 – The time the questions are due “(5) Business Days prior to pre-proposal meeting” conflicts with the schedule set out in Section 4.10. Please confirm that questions will be received until August 24.
Answer: See Addendum #2.

- 6) Section 4.4.6 – Since 10k and 10q documents can be hundreds of pages in length, can a Proposer provide a link to the current documents?

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

- 7) Section 4.4.7 - As proposer is part of a family of companies which is ultimately a publicly traded company listed on the New York Stock Exchange (NYSE), the proposer does not produce independent financial statements or file independent tax returns. Will the City accept the most recent 10-k and the other required documents filed with the federal Securities and Exchange Commission, which are audited annually, to satisfy these requirements?

Answer: See Section 4.4.6.

- 8) Section 4.4.11 – Please amend this section to delete the private litigation disclosure requirement. As litigation with the Proposer or its parent could involve any number of matters that is completely unrelated to the collection of waste, it is not relevant to the evaluation of the proposals.

Answer: No, See Section 4.4.11.

- 9) Section 4.4.13 – It is highly unusual to require a cash bond as opposed to a properly executed and submitted bid bond issued by a qualified bonding company. Please add language that permits for this security to be provided by a bid bond.

Answer: See Section 4.4.13.

- 10) Section 4.4.13 - What exactly does the City mean by the phrase, “continued development of its proposal” in this context? This is a phrase not normally used in these situations is vague and ambiguous. A bond should not be forfeited for such vague terms.

Answer: See Section 4.4.13.

- 11) Section 4.4.19 – Solid waste companies are not normally in the business of providing emergency services in the way the City appears to be contemplating as these services are normally provided by specialized disaster debris companies. Accordingly, please delete this provision and the associated pricing sheet.

Answer: No, See Section 4.4.19.

- 12) Section 4.7 – This is not the proper way to evaluate price. There is no reason a type of service that will not be employed by the City should be included in the evaluation of the final pricing. The City should decide what type of service it intends to use and then use the pricing for that to determine the ranking of the Proposers.

Answer: See Section 4.7.

- 13) Section 4.7 – Please explain the purpose of ranking the cost submissions by themselves. Shouldn't the entire proposal by a Proposer be ranked? Is the City making the decision solely based upon price? Will there be a ranking of qualified companies based on qualifications?

Answer: See Section 4.7.

- 14) Sections 4.8 & 4.9 – Please lower the cost to appeal a decision. This is the highest flat amount ever seen and bears no relationship to the cost of the services or to the cost to conduct an appeal. This amount is punitive and would discourage a legitimately harmed Proposer from attempting to right a wrong.

- 15) **Answer: No.**

- 16) Form 1 – If subcontractors are not permitted to be utilized, why would a Proposer be required to disclose subcontractors? (See question above requesting the ability to use subcontractors)

Answer: See Form 1.

- 17) Cost Forms – Why would recycling collection be listed as “manual” on the automated pricing form?

Answer: See Cost Forms 2 & 3, pages 67 and 68, respectively.

- 18) Please amend this section to permit an assignment as a right to an affiliated company of Contractor. Additionally, the City's consent to assignment pursuant to this section should not be unreasonably withheld. The Contractor requires reasonable rights to assign its rights under the agreement.

Answer: While the question is not clear (no Section provided), we will consider the comment during final drafting of the agreement.

- 19) Section 1.1 – Please add the following concept to this section, the City hereby grants the exclusive right and privilege to Contractor to perform all of the Services set forth in the RFP. The City may, in its sole discretion, enforce the exclusivity provisions of the Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of the Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. The City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the

provisions of the Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to the Agreement.

Answer: No.

20) Section 1.4 – Please clarify that all renewals under this section are required to be by mutual consent.

Answer: See Section 1.4.

21) Section 2(L) – Please remove any obligation to collect Exempt Waste.

Answer: No.

22) Section 2(BB) – There is an internal conflict in this subsection. It defines Gross Revenue as exclusive of franchise fees, but yet states that gross revenue computations shall not be reduced by the very same franchise fees, both of these cannot be true. Please allow the Contractor to net out franchise fees from the computation of gross revenues.

Answer: See Section 2 BB.

23) Section 3.1.1 – How many back-door service units are currently serviced and approved by the City?

Answer: See Section 3.1.1.

24) Section 3.1.2 – Who owns the carts?

Answer: See Section 3.3.3.3.

25) Section 3.1.2.1 – Five days is too quick to distribute the carts upon notice from the City, the number of days should be established after contract award in conjunction with the cart manufacturer. Please leave this number open for negotiation.

Answer: See Section 3.1.2.1.

26) Section 3.1.2.1 – Is there a limit on the number of carts a residence may have? How many residences have more than one? How many do they have? Will the Contractor be compensated to pick up the additional carts as there will be disposal in excess of the amount estimated by the City?

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.

- 27) Section 3.1.2.2 – What is the process if the container is damaged by the customer? What is the charge to the customer? How is the fee collected?
Answer: See Section 3.1.2.2
- 28) Section 3.2.1 – Please explain how the employee in City Hall is expected to operate? Will residents have called in in advance? One day may be too difficult to route the entire City; can this be split into multiple days? How many calls per month does the City receive now?
Answer: On Bulk days a Representative needs to be within the City limit and able to respond within 5 minutes of a call.
- 29) Section 3.3.1 – The collection of anything outside the cart in an automated collection system is difficult and time consuming. Please delete the ability for the residents to place anything outside the automated collection container.
Answer: See Section 3.3.1.
- 30) Section 3.3.2 – In automated collection, it is impossible to open the containers and view what is in the recycling container. Please delete the requirement that the Contractor must separate the materials. Additionally, this puts the employees at risk for injury, including physical strain and exposure to potentially dangerous materials.
Answer: See Section 3.3.2.
- 31) Section 3.3.3.1 - Five days is too quick to distribute the carts upon notice from the City, the number of days should be established after contract award in conjunction with the cart manufacturer. Please leave this number open for negotiation.
Answer: See Section 3.3.3.1.
- 32) Section 3.3.3.1 - Is there a limit on the number of carts a residence may have? How many residences have more than one? How many do they have? Will the Contractor be compensated to pick up the additional carts as there will be cost in excess of the amount estimated by the City?
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.

- 33) 3.3.3.2 - What is the process if the container is damaged by the customer? What is the charge to the customer? How is the fee collected?
Answer: See Section 3.3.3.2.
- 34) Section 3.4 – If there is delay in awarding, it may be impossible to meet the January 1, transition date. As it is, the manufacture of carts and the delivery of the same will be very tight. Please disclose any opportunity to delay the transition beyond the January 1st date.
Answer: See Section 3.4.
- 35) Section 4 – There needs to be a limit on the dollar amount the City will see in reimbursement. The Contractor must be able to properly budget and without a specific dollar amount cannot do so.
Answer: See Section 4 and See Form 4 regarding reimbursements.
- 36) Section 6.4.1 – The use of the word “generally” leaves open the possibility that the Contractor will have a charge that it does not expect. Please remove the word generally so there is no interpretation.
Answer: No.
- 37)) Section 6.8 – Rate adjustments should start in year 2. Accordingly, please change the date to January 1, 2022. Additionally, there is a more specific CPI that is applicable to the services that are being procured. Will the City consider changing the CPI to be the Garbage and Trash CPI index published by the Department of Labor?
Answer: See Section 6.8.
- 38) Section 7.1 – As previously mentioned, 60 days is rapidly approaching and proposals have not been submitted yet, and award may not be approved by the City until after October, the timeline must be addressed and revised. The inclusion of provisions such as these clearly favors the incumbent and discourages competition by not permitting a legitimate transition.
Answer: See Section 7.1.
- 39) Section 9.6 – The City has absolutely no right to know or be provided the expenses associated with the Contractor providing the services, except for the cost of disposal. This information is among the most confidential and proprietary information a company can have. As such, please insert a provision that the only expenses to be disclosed to the City are those for disposal. Additionally, the retention included in here should be 3 years as it is in Section 30.1.

Answer: See Section 9.6.

- 40) Section 9.7 – Please add a provision giving the Contractor the right to require that during inspections, the City must follow the established safety protocols of the Contractor which may include releases and/or waivers.

Answer: See Section 9.7.

- 41)) Section 9.8 – Please clarify that the call of the bond would only be after a period of non-performance with the opportunity to cure. Additionally, please add that except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, epidemics, pandemics, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement.

Answer: See Section 9.8.

- 42) Section 11 - There should be an appeals process to the City Commission as they are the ultimately responsible for the running of the City. Accordingly, please add to this section that the decision of the City Manager may be appealed to the City Commission within 10 days.

Answer: See Section 4.9 of RFP.

- 43) Section 11.1.1 (This applies to all of the penalties which can be assessed prior to the start of the collection service) – As previously mentioned, 90 days is rapidly approaching and proposals have not been submitted yet, and award may not be approved by the City until after October (which is within the 90 days), the timeline must be addressed and revised. The inclusion of provisions such as these clearly favors the incumbent and discourages competition by not permitting a legitimate transition.

Answer: See Section 11.1.1.

- 44) Section 12 – The City should never be able to unilaterally withhold payment that is legally due. This section is too vague and is open to too much interpretation for it to be included in the agreement. By way of example, “reasonable doubt” and “claims filed by or against” can’t possibly be defined. “Damage to another Contractor” is something that also defies definition or understanding.

Answer: See Section 12.

45) Section 13 - Since the Contractor is already posting a bond which will keep the City whole in the case of a default, the parent company guarantee is duplicative and unnecessary in this context. As such, please delete the parent company guaranty requirement.

Answer: No.

46) Section 13 – The Proposer suggests using the attached bond form which is more standard for this type of industry and this type of service. If the City is going to require its bond form, at the very least, the form must be annually renewable, there is no reason to have a bond that must be written for all 5 years. This is so because if a company were not to renew their bond far enough in advance, the contract could be terminated.

Answer: No, See Section 13.

47) Section 13 – Please delete the reference to increasing the bond amount for a change in the designated disposal facility. It is possible the fees at the new disposal facility are lower. The bond should only be required to be increased if there is a material increase in the cost of disposal.

Answer: No.

48) Section 14.3.2 – The City should not be able to direct personnel decisions of the Contractor. As such, this section should be amended to allow the City to request removal of an employee, but the final decision is up to the employer of record, the Contractor.

Answer: No.

49) Section 16 – (1) Professional liability insurance is not one that is normally provided by a garbage company, please remove this requirement. (2) Additionally, Owner is used throughout this section but never defined, please remove. (3) Explosion, Collapse, and Underground coverages are not normally purchased by garbage companies and are not appropriate for this contract. (4) To require professional liability insurance with a tail for 5 years is inappropriate for a garbage contract, please remove this requirement.

Answer: See Section 16.

50) Section 16 – Last sentence of second paragraph should make it clear that this is to be evidenced by a certificate of insurance and that the full policies are not required. The policies and the terms thereof are considered to be trade secret, confidential and proprietary and should not be placed in the records of the City.

Answer: See Section 9.6.

51) Section 17 - Contractor should not be responsible for damage to the City's streets, roads, pavements, or curbs to the extent such damage is not caused by Contractor's negligence or willful misconduct. Please add "Except in the case of Contractor's negligence or willful misconduct, Contractor shall not be liable for any damages to pavement, curbing, or other driving surface resulting from the weight of its trucks and equipment."

Answer: No.

52) Section 18 - The Contractor is willing to provide reasonable indemnification to the City, but it should not be required to indemnify the City for its own (i) negligence or willful misconduct, (ii) breach of the contract, or (iii) violations of law. Please delete the section as written and replace with the following, "The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys (collectively, the "Indemnified Parties") of, from, and against all liability and expenses, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use (collectively, the "Claims"), to the extent arising out of the Contractor's negligence or willful misconduct in the execution, performance, nonperformance, or enforcement of the terms and conditions of this RFP. The Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby waives entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under the Contract. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Nothing contained herein shall obligate the Contractor to assume liability for or indemnify, hold harmless, or defend any Indemnified Party to the extent the Claims are caused by: (i) the negligence or willful misconduct of any Indemnified Party; (ii) the breach of any terms, conditions, covenants, representations, or warranties in this RFP or the resulting contract by the City; or (iii) the violation of any laws, rules, regulations, ordinances, orders, licenses, or permits by any Indemnified Party."

Answer: No.

- 53) Section 19 – Please amend this section to permit an assignment as a right to an affiliated company of Contractor. Additionally, the City’s consent to assignment pursuant to this section should not be unreasonably withheld. The Contractor requires reasonable rights to assign its rights under the agreement.

Answer: No.

- 54) Section 23 – No party, in this particular instance, the City, should not have the ability to unilaterally change the contract. The first paragraph of this section gives one party the opportunity to change the contract unilaterally without any compensation for changes that may have a cost. Please delete the ability for the City to unilaterally amend.

Answer: See Section 23.

- 55) Section 30.1 – This section conflicts with the requirements under Section 9.6. Please conform the sections taking into account the comments above relative to Section 9.6.

Answer: See Section 30.1.

- 56) Please include the following general provisions as part of the next draft of the RFP and Draft Agreement:

- a. Notwithstanding anything herein to the contrary: (a) Contractor shall have no obligation to collect any material which is or contains, or which Contractor reasonably believes to be or contain, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations (“Excluded Waste”); (b) if Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall promptly notify the City and the producer of the Excluded Waste, if the producer can be readily identified; and (c) title to and liability for any Excluded Waste shall remain with the producer of the Excluded Waste, even if Contractor inadvertently collects or disposes of such Excluded Waste.
- b. Customers and City must comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. If any customer or City fails to do so, Contractor may decline to collect such materials without being in breach of the Agreement. Contractor shall not be responsible for and has not made any representation regarding

the ultimate recycling of such recyclable materials by any third-party facilities.

- c. Notwithstanding anything herein to the contrary, in the event that a container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a customer or City (excluding normal wear and tear), the customer or City (as applicable) will be charged for the resulting repairs or replacement and such amounts will be paid to Contractor upon demand.
- d. Unless otherwise provided for herein, any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, customers or City (as applicable) shall have care, custody and control of the equipment while at the service locations. Customers and City shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers and City must provide unobstructed access to the equipment on the scheduled collection day. The word “equipment” as used in this Agreement shall mean all containers used for the storage of non-hazardous solid waste.
- e. If the City shall be in breach of any provision of this Agreement, Contractor may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement by Contractor shall be effective until Contractor has given written notice of such breach to the City and the City has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, Contractor may terminate this Agreement by giving the City written notice of such termination, which shall become effective upon receipt of such notice.

Answer: No.

57) Is the City publically posting the questions submitted by potential bidders? If so where are they posted?

Answer: City Website at www.cityofwestpark.org under the business tab at the top of the home page, select “bids/RFPs/RFOs and Demand Star at www.demandstar.com.

58) Has the City issued any addendums? If so where are they posted?

Answer: City Website at www.cityofwestpark.org under the business tab at the top of the home page, select “bids/RFPs/RFOs and Demand Star at www.demandstar.com.

59) What is the current monthly rate the city pays the contractor for the Solid Waste, Bulk Waste and Recycling Collection Services?

Answer: You may contact the City Clerk for a Public Records Request.

60) The services in 2.4.1 and 2.4.2 are identical. Curbside Cart Collection Services are automated service. Can the City clarify what service they are requesting?

Answer: See Section 2.4.1 and Section 2.4.2.

61) Table 2.4.4.1 City Facilities list includes vacant lots. Would the City consider removing the requirement to service empty lots as they do not require garbage services?

Answer: No

62) Section 2.4.4.2- Last sentence stays the Contractor shall be responsible for the expenses of container rental and maintenance Collection, disposal...and all other expenses incurred by the city. Would the City remove the portion of the sentence” and all other expenses incurred by the city” as this this may not be limited to garbage service.

Answer: No

63) Section 4.3.3 Signatures- “all required signatures must be manual”. Do all 10 complete copies requested in section 4.3.4 need to be manual signatures?

Answer: Yes, See Section 4.3.3.

64) Section 4.4.1.2 Performance Bond-Referring to Form 9 of the RFP. Would the City accept the attached performance bond form?

Answer: No, See Section 4.4.12.

65) Section 4.4.1.3 Proposal Security- Requesting a cash bond is impractical. Would the City consider a Bid Bond in lieu of a Cahiers check as bid security?

Answer: No.

66) Section 4.4.1.9 Emergency Preparedness Plan- Does the City have a contractor to collect and manage storm debris?

Answer: See Section 4.4.19.

67) Section 4.7 Residential Curbside Cart collection Service Bid Price referencing line 7 of form 3 section 6. The appropriate reference is line 7, of form 2, section 6. Would the City consider changing the form referenced?

Answer: No.

68) Section 5 Form 10- Proposal Security Bond-Would the City accept a \$150,000 bid bond as Proposal Security and modify form?

Answer: No.

69) Section 6 Form 4-Is this form a price list for equipment and labor the City the contractor may provide under an emergency preparedness plan described in Section 4.4.1.9?

Answer: Yes.

70) Section 7 Agreement- Appendix B and B1 - Why is there a significant difference between the Number of Customers/Containers on Appendix B (4,898) and the total numbers of units on Appendix B1 (4,599). Could this but units with multiple containers?

Answer: Appendix B-1 has been omitted.

71) Section 7 Agreement- Appendix B1- Are the Single Family and Multi-family < 10 units the only type of Residential customer included in this RFP?

Answer: See Addendum #3.

72) Are all units serviced by carts or are there multi-family units that have dumpster service?

Answer: Carts

73) Section 7 Agreement- Appendix B1- Is there a customer list and number of carts associated with Appendix B-1?

Answer: See Appendix B.

74) Do the Residents pay for the additional carts requested? Do they pay for the service of the additional carts?

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.

75) Agreement-Page 6-Definitions L. Collections-The last sentence "In addition, Collection shall include the process of picking up, transporting and dropping off Exempt Waste to an appropriate disposal site or recycling

facility. Most Exempt Wastes would need to have a specialized company to haul this material and should not be included in this Residential Franchise? Would the City remove this requirement?

Answer: No.

76) Agreement-Page 15- Section 3.5 Designated Disposal Facilities- Is the Current Facility Wheelabrator? Can you provide a copy of that agreement? What is the expiration date of the agreement?

Answer: The agreement is not a part of this RFP, you may contact the City Clerk for a Public Records Request.

77) Agreement-Page 15 Section 3.5 -Designated Disposal Facilities- Would the City consider changing facilities if there were significant cost savings?

Answer: No.

78) Agreement-Page 12- Section 3.2.1- Bulk Waste Collection Line 4- Can you please provide the reason for a member of the Contractors staff to be present at City hall on such collection day?

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.

79) Agreement-Page 14-Section 3.1.2.1 and 3.3.3.1- Will the current service provider also have to provide new containers?

Answer: See Section 2.4.1.1, Section 2.4.1.2 and Section 3.1.2.

80) Agreement-Page 14-Section 3.1.2.1 and 3.3.3.1- Do the carts have to have the city name or can they have the contractor name on them?

Answer: See Section 3.1.2.

81) Agreement-Page 15-Section 3.5- If there is a change in the Designated Disposal facility, 40 miles is a long distance for our trucks to travel to disposal facility without additional compensation. Would the city consider negotiating appropriate changes if the designated disposal facility is further than 20 miles instead of 40?

Answer: No.

82) Agreement-Page 19-Section 6.9-What is the designated recycling processing facility?

Answer: Reuters

83) Agreement Page 23-Section 10.2 Missed Collections- The requirement to recover a missed collection by the end of day if notified by 3:00 is short notice. Would the City consider: Notification by 12:00pm, recover same day. Notification after 12:00pm, recover before 12:00pm next day.

Answer: See Section 10.2.