**APPENDIX D - CITY OF FEDERAL WAY SOLID WASTE COLLECTION RFP**

**RESPONSE TO INDUSTRY REVIEW COMMENTS**

**JANUARY 18, 2019**

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|  | **Section** | **Hauler** | **Question/Comment** | **Response** | **Action** |
|  | RFP General | SSS | What are the revenue amounts for residential, commercial, multi-family and all other services? | The RFP includes a table that projects 2019 revenue based on January 2019 customer counts for ancillary services, residential, and all roll-off services and May 2018 customer counts for commercial and multi-family ‘dumpster’ accounts. Temporary ‘dumpster’ services were omitted since there was no tally of total daily rents and current use shows annually only 62 customers (from any sector) used these services. The City estimated that less than $10,000 in revenues are generated for this group of customers | Included in RFP. |
|  | RFP General | SSS | Would the City consider qualitative points for Women and/or Minority owned businesses? | The City’s purchasing policy is silent on this subject, and therefore the City does not investigate or verify “MWB/WBE” ownership status for any procurement processes, and there is no City framework to qualitatively evaluate ownership status. | No change. |
|  | RFP General | SSS | Based on submitted bids, the City should award a separate contract for residential and commercial services if they are truly looking for a cost of service model. As an example, a City recently received 4 proposals. The supposed overall lowest bid was actually the highest of the 4 bids for commercial services. If the City would entertain a separate contract for commercial services, it could save the rate payer a large sum of money. | Please note that this RFP is not a request-for-bids. The City intends to award one contract and expects proposers to determine their own approach to cost-of-service rates. Cost shifting between customers within or between lines of business is not encouraged, but will depend on how proposers allocate their costs. The quantitative score is based on total revenues, regardless of sector, so shifting revenue between sectors will provide little if any scoring benefit to proposers. | No change. |
|  | RFP Section 1.1 | Recology | Please revise this section so that any extension is by mutual agreement between the City and contractor. After ten years, many assets are beyond their useful lives and a unilateral extension forces their continued use without the ability for the contract to pay for new assets. | The City and contractor may renegotiate terms of the contract at any time, upon mutual agreement. The extension is intended as written: a clear option to extend by the City without restriction or requirements to renegotiate the contract. Note that there is a process outlined in the contract for the contractor to submit a proposal to the City upon the City’s exercise of the single two-year extension. | No change. |
|  | RFP Section 1.2 | Recology | 1. Please provide all annual reports from the current contractor for the last three years. Please include total volumes (tonnages) for solid waste, recycling, and compost across all customers segments (single-family, multi-family, commercial, city). 2. Since mandatory collection is one of the alternatives, please disclose in the second paragraph approximately how many single-family homes in the city are without subscription to the franchised collection system. 3. In paragraph 3, please indicate the administrative fee percentage in the current contract. This will allow proposers to compare proposed rates to existing rates. 4. Please provide a current form 2a (or similar document) in the appendices showing calendar year 2019 rates in detail for the current contract for all container types and sizes, as well as special services. 5. The RFP document indicates that the city “expects” to use the option of assigning carts to the new contract. As this leaves open the possibility of this not occurring, would the city please specifically direct bidders as to which scenario should base their bid upon? This would allow all proposals to be evaluated equally. 6. Please ensure that the final RFP includes a dollar amount that the current contractor would require for their existing containers and also an itemized list of the different asset sizes. This will allow the non-incumbents to more fully recognize the value of the assets they are purchasing. 7. In order for a proponent to better be able to respond to the question as to whether existing drop boxes should be purchased or to utilize new containers, would the city please indicate the expected amount waste management expects for each type and size and also an inventory of the quantity of containers by size in question? 8. Please indicate the expected percentage of gross receipts the city intends to utilize in the new contract. | 1. The RFP includes the City’s available tonnage information. 2. The best information the City has is the projected census counts, which indicate that there are approximately 23,000 total single-family residences in the City. There are 18,259 single-family garbage collection subscribers reported as of November 2018. That implies 4,741 available customers are either not using service, self-haul, or are sharing with another customer. Note that some of these “available” customers may be condominium or mobile home park residents already using shared multi-family services. Conversely, approximately 224 customers are in dwelling that may be considered “multi-family” but receive single-family services (for example, four-plexes). Unfortunately, census data is nearly a decade old so projections may not accurately measure current housing stock. 3. The City’s best estimate is that the fixed fee represents about a 3.1% administrative fee. 4. The RFP will include current 2019 customer rates, including the current embedded administrative fee. 5. The RFP has clarified container assignment options. 6. The Form 2 includes current container counts. The City does not know what the container counts will be at the start of the new contract nor does it know what the market price of new containers will be at that point. The current contract sets the buy out value at 50% of the average cost of new containers. The City suggests that Proposers use their best estimates of their retail new container costs to develop their pro-formas and then make appropriate assumptions about the buyout value. 7. See #6, above 8. See #3, above | 1. Included with RFP. 2. No change. 3. No change. 4. Included with RFP. 5. RFP has been revised. 6. No change. 7. No change. 8. No change. |
|  | RFP Section 1.2 | WCI | Will there be an administrative fee? | Yes. The amount will be determined at contract finalization. Note that the administrative fee is a “pass through” and does not affect a proponent’s rate proposal. | No change. |
|  | RFP Section 1.2 | SSS | How many new carts does the city expect will need to be purchased by a non-incumbent selected proposer? | Unknown. The RFP has been revised to further clarify cart assignment options. | The RFP has been updated. |
|  | RFP Section 1.2 | SSS | Will the price for the existing detachable and drop box containers negotiated with WM be provided in the RFP? | See Answer #5(6) | No change. |
|  | RFP Section 1.2 | SSS | **Containers:** To level the playing field, will the City make it requirement to purchase all new containers for this contract or provide a price that the current hauler will sell them for? | See Answer #5(6) | No change. |
|  | RFP Section 1.2 | SSS | **Containers:** Being that the City has a unique container scenario and the final amount will be completely dependent on variable change, in an effort to make a comparable bid, can the City please identify the amount of containers by container size and type for bidders to base their numbers off of equally? | See Answer #5(6) | No change. |
|  | RFP Section 1.3 | SSS | **Residential Rate Design:** Embedded residential rates provide a major challenge to bidders, especially local and private haulers. With interest in Federal Way’s solid waste collection service, we ask that the City separates each line item of residential service by way of bid and billing to the customer. Revising the pricing model should not add cost to the rate payer and it would provide a proper mechanism to address the changes in the industry by all line items, concerns over long-term outlook in recycling markets, and drastically reduce contamination. Additional thoughts on why this is so important:   * As recently noted in a nearby City RFP, if it is the Cities intent to meet the King County Comprehensive Plan goal of zero waste by 2030, and if zero waste were achieved there would be no garbage, therefore ***zero*** revenue to pay for organics and recycling services that have an actual cost attached to them causing major risk for the City of Federal Way. * Bundled residential rates do not incentivize the hauler to push for zero waste, it actually disincentivizes them as they have no mechanism to be paid when their efforts result in further waste reduction. * As customers reduce their garbage container size to save money as incentivized by bundled rates, the contractor still collects up to 96-gallon recycling and organics containers. When their small garbage container fills up, they have a propensity to dispose of their garbage in either the recycling or organics container if space is available. At Cedar Grove, we have increasingly seen contamination in our feedstocks and often times it is full bags of garbage. We can directly attribute this new stream of contamination to single family homes and multifamily residences reducing their garbage service to offset costs. We also see this in the commercial sector when rates are bundled. * Recycling is still in a state of flux with dependency on foreign and domestic markets that are continually changing and becoming more challenging. Knowing there is a cost to collect and process residential recyclables, the current structure does not give the City a mechanism to address recyclables as a standalone service. * By embedding recycling and organics costs into the garbage rate, there is no way to directly and fairly compare bids as they are dependent on an estimated ‘diversion percentage’ that is not requested and / or identified by bidder in the RFP. In other words, if a bidder decides their efforts will lead to reduced garbage disposal and increased recyclables and / or organics diversion, they would need to offset their cost for collecting those services by increasing the garbage rate, therefore artificially displaying a higher contract cost, when in reality the bidder’s assumption could provide a lower overall cost to the rate payer if garbage tonnage was truly reduced. * A cost of service model will be much more transparent, resulting in a reduced cost for the rate payer and eliminating 10+ year assumptions by bidders.   We strongly advise the City to untangle residential bundled rates and simply ask bidders to submit a cost of service bid on all 3 components of residential collection. | The City currently has embedded recycling and prefers to expand that concept to compostables collection. Bundled services are convenient for customers, provide diversion incentives and reduce billing questions from customers. If a proposer has reliable data that indicates that line item charging for diversion programs increases diversion and/or reduces contamination, please provide references and the City will consider that option if that proposer is selected as the City’s contractor.  This approach has not caused difficulties pricing rates for existing collection companies, nor is there risk for the City. Proponent’s pricing models should include the fixed costs of operating three streams of collection, disposal/recycling costs, avoided disposal costs gained by shifting material away from disposal, and the impact of any increased education/promotion activities.  The “zero waste” concept holds that no recoverable materials will be disposed as garbage, not that there would be no garbage. With bundled services customers are paying for all three streams of collection with one rate, so they will continue to pay for all streams, even if zero waste is achieved.  Bundled rates do incentivize the contractor to shift materials from higher cost disposal stream to recycling and composting streams with lower per unit processing costs. It is the contractor’s responsibility to develop rate modeling that accurately reflects the composition and quantity of each of the streams.  Regarding contamination, the new contract will include increased contamination monitoring and enforcement methods. Customer attempts to reduce garbage costs by contaminating recyclables and compostables will result in suspension of those services and increased garbage collection costs for that customer.  Regarding recycling and composting market risk, the draft contract has provisions that allow for recycling market adjustments to reduce contractor risk.  Regarding fairly comparing rate proposals: each proponent needs to make competent projections on material streams and propose rates accordingly. If a contractor focuses on effective promotion and education, they would presumably propose lower rates to reflect the lower cost for managing recyclables and compostables. Managing the risk inherent in forecasting materials flows is the responsibility of the proponent.  Regarding cost-of-service rate regulation, the need for recurring, costly audits to attempt to verify the contractor’s discrete costs and revenues would lead to unwieldy disputes between the parties. While the contractor operates as a quasi-utility, at its core it is a for-profit business capable of distributing costs and revenues in ways that cannot readily be determined via an outside audit. Because of these limitations, cost-of-service rate regulation is not in the interests of Federal Way’s ratepayers. | No change. |
|  | RFP Section 1.3.1 | WCI | Weekly collection of all three residential materials (garbage, compostables, and recyclables) may result in increased traffic congestion, and road wear and tear. | The City has received requests for increased collection frequency and is tailoring services to meet customer requests. | No change. |
|  | RFP Section 1.3.1 | WCI | Commercial and multi-family services are not similar waste streams. Why equalize rates? | This is the intent of Alternative 5 – Expanded Commercial Recycling. Under this approach rates will be equalized, simplifying the City’s rate sheet and also addressing the growth in mixed-use buildings. Commercial and multifamily customers would then receive similar garbage and embedded recycling services at the same rates. | No change. |
|  | RFP Section 1.3.1 | WCI | Regarding steel container ownership: This raises concerns regarding the need to purchase containers toward the end of the life of the contract. | Replacement containers provided throughout the term of the contract do not need to be new, but do need to be contract compliant. Container audits performed late in the contract term would verify this compliance. | No change. |
|  | RFP Section 1.3.2 | WM | Page 3, Alternatives, Item 3: Under a mandatory collection service model, would the City allow the Contractor to discontinue service for bad pay? | Not necessarily, however specific enforcement provisions may be discussed at the time the contract is finalized. | No change. |
|  | RFP Section 2.4 | Recology | Since the deadline for proposer questions is over two months before the due date of submissions, would the city consider adding an additional question submission closer to the deadline? As you know, these proposals take a lot of time for the non-incumbents and often in the consideration of the financial proposal and cost structure, questions may not arise until later in the process. | The RFP will likely have at least one additional round of Q&A, if questions are received. RFP question deadlines have been clarified. | The RFP has been changed as noted. |
|  | RFP Section 2.7 | WM | Page 11: “All Proposals shall be provided in year-2020 dollars.” Should King County implement another disposal increase (after the 1/1/2019 increase) will we be allowed to adjust our proposed rates? | Yes. | No change. |
|  | RFP Section 2.8 | WM | Page 11-12: Please provide the Forms in Word format. We also request a minor alteration to Form 5, changing “Secretary” signature to “Assistant Secretary”. | The RFP will be issued in MS Office format (Word, Excel) with some .pdf report data. Form 5 will be revised to state “authorized officer.” | Form 5 has been changed as noted. |
|  | RFP Section 2.11 | SSS | **Scoring**: By weighting a contract at 70 quantitative points to 30 qualitative points, the City drastically reduces creativity, the ability to effectively evaluate the qualitative component of the proposal, and risks losing a bid with much greater sustainable and operational upgrades or opportunities that could be beneficial to the City. We strongly advice the City level the playing field and have a 50 / 50 qualitative to quantitative scoring model. | In response to Proponent comments, the evaluation criteria have been changed to 60% rate (quantitative) and 40% qualitative. | RFP has been changed as noted. |
|  | RFP Section 2.11.1 | SSS | **Qualitative Scoring:** If a bidder chooses a recycling facility that the City would prefer not to use, would the bidder be docked qualitative points? Does the City have the right to change the bidder’s proposed processor after the bids are submitted? If the bidder submits a processing location, then the City changes this bid based on City interests, can the bidder still receive a perfect qualitative score? | This is not a bid. In a RFP, the proposer is requested to put together a proposal that reflects its best combination of equipment, staff, and subcontractors and the City’s qualitative scoring will be based on the City’s evaluation of the proposal. The contract does not specify the use of any particular facility, so the contractor is free to use different facilities at their option provided that the contract specifications are met. | No change. |
|  | RFP Section 2.11.1 | SSS | What criteria will the City use to evaluate compost processing? Evaluations should include carbon footprint, distance from Federal Way, return and use of recycled product to local communities, and other sustainability measures. | Any permitted facility that accepts the combined yard debris and food scraps collected in Federal Way is acceptable. While consideration will be given to the location of facilities and sustainability measures described by proponents, the City will not ‘pre-weight’ qualitative elements. Proponents are expected to make their case for relevant sustainability initiatives while also clearly describing related economic benefits as part of their proposal. | No change. |
|  | RFP Section 2.11.1 | Recology | Please revise the evaluation scoring to place a greater emphasis on quality of services, such as 50 points for rate evaluation and 50 points for qualitative aspects.  This RFP is calling for added and increased services within the new contract; delivery of quality service will be of greater importance. Therefore, we believe that the scoring system should focus evenly on price and quality is essential to selecting a strong contractor.  As it is structured now, the scoring would strongly favor bidders offering low-cost services that sacrifice customer service, diversion, education, employee equity, and community involvement. Because we pride ourselves on being a local, customer-focused, employee-owned company that prioritizes diversion, we may not be capable of submitting a proposal if the scoring criteria remains unbalanced.  Alternatively, the RFP could create a scoring component that prioritizes a local call center presence. The city devotes a significant portion of the contract to its desire for a robust customer service call center. Therefore, the RFP scoring criteria could be adjusted to reflect this priority: 50% price, 40% qualitative, 10% local call center (for example). | See Comment #19.  Proposals should clearly define the resources that will be allocated to providing customer service under this contract (call handling, educational resources, etc.). | The RFP has been changed as noted. |
|  | RFP Section 2.11.2 | SSS | **Process:** Federal Way is implementing the same “Process” that this same consultant enacted in a recent solid waste RFP. As a local, private business with 80 years in solid waste collection, we find this “Process” to be very subjective and lacks transparency. With a contract of this size and scale, Council should have the right to weigh in on the decision of who staff negotiates with, as well as be provided with actual quantitative and qualitative scoring reviews and comparisons by not only the selected contractor, but ALL of the bids that are submitted. These bids take a tremendous amount of hard work and effort, and it is only fair that the elected leaders have the ability to better understand and weigh-in on the comprehensive bid packages that are submitted. | The City Council serves as the legislative branch establishing policies and passing all ordinances and resolutions. The Mayor oversees the development and implementation of these policies and ensures the efficient and effective delivery of all City Services.  Conducting competitive processes, such as this Solid Waste RFP, is an administrative function completed by City staff, sometimes with the support of a consultant (e.g., infrequent special processes). As such, City staff is responsible for issuing the RFP, evaluating results, negotiating a contract, and bringing the results to Council for review and approval for the Mayor to execute the contract.  City Councils rely on staff to conduct a fair and transparent process and bring the result forward for Council review and approval.  Requesting Council to select a contractor without Council members conducting appropriate due diligence firsthand (reviewing the proposals, attending interviews, visiting facilities, and checking references) could raise questions about the basis for selecting a particular contractor, and limit the City’s capacity to meet the standard of an objective, fair, and transparent process. | No change. |
|  | RFP Section 2.11.2 | WM | Page 14: Please provide the names of individuals who will be part of the evaluation team along with their respective titles and organizations. | The City anticipates this committee will consist of staff with expertise in Finance, Law, Public Works, and Community Development. | No change. |
|  | RFP Section 2.11.2 | WM | Please clarify Council’s role in the decision-making process. Will Council be provided the opportunity to review and decide on all base proposals before being presented with alternatives? | See comment #19. Qualitative scoring of base proposals is a staff function. Quantitative rate data will be verified once compiled via the consultant, based on proponents’ Form 2 submissions. Summary scoring of each proposal will be provided to Councilmembers, who may choose to review individual proposals in more detail if they wish. The City Council will ultimately make the final contract award decision. | No change. |
|  | RFP Section 2.16 | Recology | Will proponents be disqualified for violating the process integrity requirements, including requesting other proponents proposals in advance of a decision by the City? | As stated in **RFP Section 2.16**, “A Proposer may be disqualified and, if so, shall forfeit its PSB if the City determines the Proposer has failed to comply with the specific Process Integrity Requirements, has undermined the City’s intention of conducting a fair and transparent competitive procurement process, or has otherwise substantially diminished the City’s ability to award a Contract in a timely manner and free of contention. The City reserves the sole right to disqualify any Proposer at any point in the process prior to Contract award for failure to comply with the Process Integrity Requirements.” If any Proposer files public records requests to obtain competing proposals during the evaluation phase, the request will be processed consistent with the Public Records Act (chapter 42.56 RCW), and third party notice requirements pursuant to RCW 42.56.540 may delay disclosure of public records until after the City makes its award decision.  As stated in **RFP Section 2.13**, “If the City receives a request for inspection or copying of such documents and other records, it will make an effort to promptly notify the Proposer of such request so that the Proposer may choose to pursue a court order prohibiting or conditioning the release of such documents. The City assumes no contractual obligation to enforce any exemption… Proposers are cautioned to not include any confidential or proprietary information with their Proposals which they do not want disclosed. The City shall not be liable for or responsible for the disclosure of such information.” | The RFP has been clarified. |
|  | RFP 3.1.C.2 | Recology | Due to the unique service requirements and the city’s desire for adequate customer support, we recommend the city that all customer service calls be handled locally within the Puget Sound region. | The location of the customer service facility may be a qualitative evaluation factor. Customer service aspects related to functionality, responsiveness, and generic quality of customer care are additional qualitative evaluation factors. The City is also interested in how proponents plan to accommodate advances in customer service, incorporating benefits from evolutions in media, technology and electronic communications. | The RFP has been revised to clarify. |
|  | RFP Form 2 | Recology | Alternative 2: We recommend the city provide the current level of customers with subscription service in order to make pricing more accurate. | These counts are available in the data reported in Appendix B of the RFP. | No change. |
|  | RFP Form 2 | Recology | Alternative 3: We recommend the city provide the number of total single family residences in the city’s record so we can determine the potential new customers if service were to become mandatory. | See response to Comment 5, sub-paragraph 2 | No change. |
|  | RFP Form 2 | Recology | Alternative 5: For embedded commercial recycling and appropriate pricing, please provide an exhibit that has all current recycling customers by service level and frequency. | While aggregate commercial recycling tonnage is provided by the current contractor, there is no breakout of the amount of commercial recycling in excess of the “up to 2 carts, once per week” embedded recycling service level. Since there are currently 676 96-gallon recycling carts deployed in the commercial sector, an estimate could be arrived at by deducting the typical weight a proponent would presume for these recycling carts from the aggregate commercial recycling tonnage. Embedded recycling would presumably spur increased diversion above that projection, as the cost barrier to expanding recycling services is eliminated. By comparison, only 159 96-gallon carts are used for garbage service in the commercial sector, so over four times as many recycling carts are deployed. | No change. |
|  | RFP Form 2 | SSS | **Cost of Service:** The City has made it clear they are looking for a “cost of service” rate model without allowing the commercial sector to ‘subsidize’ the residential. If a bidder submits the “lowest” overall price to the City, but they are the lowest cost for residential and the highest cost to commercial will the City consider this bid responsive or will it be rejected based on not following the RFP requirements? If not rejected, would the City dock quantitative points based on the bidder’s rate design? | “Cost of Service” generally means that a group of customers in one line of business (say residential) should not subsidize the cost of servicing a group in another line of business (say commercial). Similarly, customers within a line of business would not subsidize other service levels in that same line of business. Since proposals are scored on the aggregate of residential and commercial rates (accounting for recycling revenues), there is no scoring benefit that would result from overt cross-subsidization. The total cost for providing services will be calculated for each proponent, part of the basis for their rate score. There is no compelling reason for this RFP to be prescriptive in how proponents manage their internal cost allocations within or between lines of business. It is anticipated that rates for similar container sizes and service frequency will vary between lines of business. | No changes. |
|  | Contract – Definitions | WCI | Do cans need to be defined? Moving forward, will everything be carted? | Customers may still use cans for extras. | No change. |
|  | Contract – Definitions | WCI | Extra Unit: We believe this definition to be generous. Recommended residential definition is a standard bag. Recommended commercial definition is ½ yard or more in capacity. | The City would prefer to keep the definitions as they are currently used. While there may be merit to reducing the increment of extra volume, Customers could be confused why they are charged two extras for 1 32-gallon bag. | No change. |
|  | Contract – Section 2 | WM | Please consider mutual extensions instead of City-sole, which more accurately reflects a partnership agreement. | See Comment #4. | No changes at this time. |
|  | Contract – Section 2 | Recology | We recommend that the notice of extension be for 1 year.   Less than 1 year is unreasonable at the end of a 10 year contract, when assets may be beyond their useful lives. Furthermore, as noted in [our comment] above, we request that any agreement extension be mutually agreed upon between the City and the Contractor. | See Comment #4. | No changes at this time. |
|  | Section 4.1.1 | WM | Please provide a list of any anticipated annexations within the next 12 years. | There are no annexations being actively pursued at this time, but it is possible that annexations may occur in the future. The RFP includes a map attachment that shows the PAA (Potential Annexation Area). Note that accounts to the north of 304th Street are serviced by Republic while accounts to the south are serviced by Waste Management under WUTC regulation. | This information is included in the RFP. |
|  | Section 4.1.2 | Recology | We recommend the city provide the number of customers with drive-in service.  We recommend the city provide a list of private, non-city roads (as mentioned in this section) along with house counts. This will allow for more an adequate number of limited access vehicles and more accurate pricing. | Federal Way has very few customers that are not on regular curbside service. 49 residential accounts have carryout service and only 11 current accounts have drive-in service. | No change. |
|  | Section 4.1.3 | Recology | This section notes that “Collections from Commercial Customers within audible distance of Residential Customers shall be made only between the hours of 7:00 a.m. and 4:00 p.m.” However, residential collection may occur between the hours of 7 AM and 6 PM. Can you please revise the service hours for commercial customers within an audible distance of residential customers to 7 AM to 6 PM, to match the service hours for residential customers?  Would the city please define which areas and customers are considered to be “within audible distance of residential customers?” | Yes, provided that certain locations and/or residents may be more sensitive to noise than others and that operations need to be tailored to minimize adverse impacts to all residents. There is no universal definition for “audible distance.” | The draft contract has been revised. |
|  | Section 4.1.3 | WCI | Is there intended to be no regular commercial collection on Saturdays? | The current contractor has shifted Saturday collections to weekdays. The City encourages Saturday collection to the extent feasible. | The draft contract has been revised. |
|  | Section 4.1.3 | Republic | Line 8, commercial collection: Would the City consider adding a need for earlier collection where a high-risk of a safety hazard is shown, and that a variance shall not be unreasonably withheld? Or allowing the collection time between 5:00 am and 6:00 pm? | Yes. City staff will have authority under the contract to allow the contractor variances from those hours under those conditions. | No change at this time. |
|  | Section 4.1.4 | Recology | Will the City consider changing its policy of “reserving the right to request at any time” that an employee be removed from performance of additional work under this contract?  These employees are covered by a Collective Bargaining Agreement (CBA). We believe that an employee should only be removed for actions deemed unsatisfactory or subject to discipline per the CBA. | No. The contractor is responsible for determining how to manage their employees, including additional training, reassignment, discipline and/or other actions in the event that contractor employee performance is unsatisfactory to the City. | No change. |
|  | Section 4.1.7 | Recology | This section asks that the contractor report all stops missed due to inclement weather by 5 PM that business day; however, routes can be serviced until 6 PM. Can the city clarify the intent of this language? Does this refer to planned misses/canceled service, due to inclement weather? | The contract has been revised to reflect a later reporting time. | The draft contract has been changed. |
|  | Section 4.1.9 | Recology | This section requires the Contractor to provide return trip service for free, unless it can prove it attempted collection but containers were not set out. Would GPS coordinates of the vehicle, combined with a driver note that containers were not set out, constitute sufficient proof?  Would the City consider revising the requirement to leave written notification tags on “inappropriately, improperly prepared, or contaminated with unacceptable materials?” These tags could get lost or damaged by weather. Instead, would the City agree to a follow up call from customer service, conducted the same day, explaining to the customer why the material was not picked up?  Please correct the section within the parentheses to say “documented that fact in a log OR with a photograph.” | The City would like photos to resolve disputes over repeated misses. Specific procedures for how to handle this may be discussed when the contract is being finalized.  This would be considered, as part of the overall contamination reduction protocol developed by the contractor and approved by the City.  The paragraph will be retained as written unless changed as a result of discussions during contract finalization. | No changes at this time. |
|  | Section 4.1.11 | SSS | We suggest that proposed compost facilities must be currently permitted and operating in order to limit risk to the City. | The City prefers to not unnecessarily limit competition or discourage the development of new or enhanced facilities. However, if a proponent proposes a new facility, they should identify a back-up facility in case permitting or other difficulties delay the availability of their intended facility. | The RFP has been clarified. |
|  | Section 4.1.11 | SSS | This section should be revised to require proposed compost facilities to meet or exceed Washington state standards for compost facilities for design and construction requirements under WAC 173-350-220 and provide continuous testing of final compost product to make sure that it meets state Compost Quality Standards under WAC 173-350-220. | The City is unable to duplicate the regulation provided by local health districts for the Department of Ecology. The contract requires the Contractor (and by extension, subcontracted facilities) to comply with all applicable laws and regulations. | No change. |
|  | Section 4.1.11 | Recology | Could the City please define what a “high standard” is in regard to processed recyclables?  Cross-contamination is a significant issue under new Chinese (and other nations such as Vietnam) regulations. What is an acceptable level of cross-contamination to the City?  How can the City and Contractor agree that the contractor is being “fully compensated” to recycle or compost materials if the City and Contractor are not aware of what future markets may bear?  Please more thoroughly define the second bullet point:  *Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable materials being misdirected to a market or disposal where they would not be recovered* | Regarding all questions, the main point is that customers are paying the contractor to use their capabilities to recycle and compost collected materials to the extent reasonable. The objective is not to just make materials “go away,” but that they be managed and processed to a level that all collected recyclables and compostables are correctly sorted and sent to the correct market, while the contractor performs a reasonable level of due diligence to ensure that those materials are, in fact, fully recycled.  Beyond that, the City does not intend to be involved with processing or marketing decisions. The City is not going to specify acceptable levels of cross-contamination. The reference to “fully compensated” reflects the fact that the contractor is being paid to recycle and compost those materials once collected, not just make them “go away.”  Maximum cost effective recovery, does not mean the cheapest, most minimal level of processing, but rather than the contractor will use due diligence in how materials are collected, stockpiled for processing, processed and marketed to ensure that all collected materials intended to be recycled are actually recycled. | No changes at this time. |
|  | Section 4.1.13 | Recology | Is the City open to the Contractor utilizing an alternative renewable fuel, such as renewable natural gas or renewable diesel that have lower life cycle emissions than natural gas? | Yes. | No changes at this time. |
|  | Section 4.1.13 | WM | Using natural gas as fuel reduces dependence on imported oil and reduces greenhouse gas emissions. Please consider adding a requirement for Compressed Natural Gas (CNG) fuel collection trucks to maintain consistency with current operations. | No, fuel type will be a qualitative evaluation item. The City does not wish to limit proposals to only those companies with existing natural gas fueling facilities. | No change. |
|  | Section 4.1.14 | Recology | When a customer uses their own container for extra material that material should be in a container 32 gallons or less, since containers are manually collected and excess weights can injure the drivers. | The weight limits will apply to those containers and a contractor may refuse to collect an overweight container. | No change. |
|  | Section 4.1.14 | Republic | Would the City entertain allowing the City telephone number and website to be on a weather proof decal, instead of embossed? As a phone number and website may change over time, replacing a decal is much more efficient than replacing an entire cart | Yes. | The draft contract has been revised. |
|  | Section 4.1.14.1 | Recology | Will the City consider a set fee the contractor will charge for redelivery anytime a request is more than once during the term of the agreement? | No, although the City is open to discussing a different threshold for assessing redelivery fees. The threshold may vary by line of business. | No change at this time. |
|  | Section 4.1.14.1 | WM | Page 15, Line 12: “All Carts used at the start of this Contract shall be new.” The RFP document under Containers states the City expects to assume ownership of current contractor carts and assign to successive contractor. Please address the inconsistency. | Agreed. | The RFP has been clarified. |
|  | Section 4.1.14.1 | WM | Page 15, Line 16: Please consider allowing the City telephone number (253-833-3333) and website contact information to be included on the preparation decal instead of or as an option in lieu of embossing on all carts. | Yes. | The draft contract has been revised. |
|  | Section 4.1.14.2 | Recology | Please ensure Container cleaning fees are included in the rate sheet. | Agreed. | RFP Form 2 includes container cleaning fees. |
|  | Section 4.1.14.2 | WM | There are additional costs in providing Drop Boxes with screen top or solid top lids. Please consider allowing an extra charge for such lids upon customer request customer. | Agreed. | RFP Form 2 has been revised. |
|  | Section 4.1.14.2 | WCI | We believe that utilizing, and labeling, containers from other sources could be burdensome and unnecessary. | The provision is intended to address customer-owned or customer-leased compactors from entities other than the contractor. | No change. |
|  | Section 4.1.18 | WM | Page 20, line 4: Please allow 90-day notice prior to any labor agreement instead of 180-days, which would align with other recent contracts. | Agreed. | The draft contract has been revised. |
|  | Section 4.1.18 | Recology | Please remove lines 27 through 29 on page 21. This $1,000 per day fee is redundant to the incremental fees states in items 1 to 3. The incremental fees are described as the “best estimate of the impacts of the Labor Disruption to Customers and the City.” Therefore, they should be no need for the additional $1,000 per day fee to cover the Contractor’s failure to comply with a Strike Contingency Plan.  Recology has a long history of successful collective bargaining relationships with various unions. In over 10 years, we have not had a labor strike. Furthermore, all of our collection drivers are represented by a single Collective Bargaining Agreement. In the Puget Sound region, it has become industry standard to pay recycling drivers a lower wage for their work; Recology, however, pays recycling drivers the same as their solid waste and composting counterparts. | The provision has been retained, but the fee has been reduced. The intent of the fee is ensure that the contractor has a reasonable and flexible plan, and then follows it during labor disruptions. This fee is intended to be enforced reasonably. For example, if the contractor provides a minimal plan and then doesn’t follow the plan without notifying the City, the fee provides some recourse to the City. This fee is intended to ensure that the contractor provides and executes a reasonable plan to minimize disruptions to City customers. | The draft contract has been revised. |
|  | Section 4.1.18 | Republic | Contractor may not be able to share all of its positions on pending labor actions as they may be protected by the attorney-client privilege, the work product doctrine or confidentiality obligations to employees/labor unions.  Therefore, we would like to include a carve-out to this section to address these concerns. | The City would be amendable to some restrictions on the information provided to the City, however the City needs to be provided with timely updates on the progress of negotiations, including the nature of disputes and how potential resolutions may affect the City. Restrictions may be discussed during contract finalization. | No changes at this time. |
|  | Section 4.1.19 | Recology | Would the City consider requiring consultation prior to design work?  All too often, new commercial and multifamily buildings are erected with little thought given to the placement and access to waste and recycling containers? | The City will endeavor to include the contractor in the review process as soon as it can during a site planning process, but does not necessarily have the ability to involve the contractor in early site design decisions by private parties. | No change. |
|  | Section 4.1.20 | Republic | Contractor should not be responsible for damage to pavement or curbing if Contractor is operating its vehicles within the legal weight limits and is not negligent. | Some damage may occur even if a vehicle is operating within weight limits. | No change. |
|  | Section 4.1.22 | Recology | So that bidders can price their proposals accurately, and so that all bidders are using the same information, could the City please provide the number of displaced employees, their average wage rates, and the types of benefits and average accruals that would need to be carried over? | It is impractical to attempt to gather and verify the accuracy of this level of information. It has been suggested that proponents have typically assumed employees at the top tier of wage and benefit tables. | No change. |
|  | Section 4.1.22 | WCI | How would this language be applied to non-union companies. | The intention is to not penalize existing drivers by reducing overall compensation below their current level if a different contractor is selected by the City, regardless of whether they are unionized or not. | The draft contract language has been clarified. |
|  | Section 4.1.22 | Recology | Does the City agree that recycling drivers should be compensated equally to garbage drivers? If so, would the City require all proposers to compensate recycling drivers and garbage drivers equally? | Wage and benefit parity is a qualitative benefit and will be considered during proposal scoring. | No change. |
|  | Section 4.1.25 | WM | Page 24, Line 40: Would Federal Way allow routes to cross jurisdictional boundaries provided Contractor’s allocation methodology was acceptable to City staff? | Yes, on City approval of methodology and subject to verification. Specific language can be discussed during contract finalization. | No change at this time. |
|  | Section 4.1.25 | WM | Page 24, Line 42: Since King County prohibits yard waste in garbage, should the reference to “obvious amounts” be deleted? | No. If yard waste is not obvious, then the City would expect the garbage set out to be collected. If there are visible yard debris, that is considered “obvious” and the set-outs should be tagged. | No change. |
|  | Section 4.1.26 | Recology | The Contractor’s ability to perform in the event of an emergency will be dependent on available resources and is likely to be subject to competing demands across jurisdictions. Is the City willing to work with the Contractor on a reasonable emergency response plan? | Yes. | No changes at this time. |
|  | Section 4.2.1.2 | WM | Page 26, Line 5: Does the city intend to allow 10-gallon micro can service? There is no other mention throughout the Contract. If the service is not offered, Page 26, Line 14 reference should be deleted as well. | The City did not intend to specify that service level. | The draft contract has been revised. |
|  | Section 4.2.1.3 | Recology | Please remove “Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification.” If a customer places an extra item on the curb, the contractor will assume it is placed for collection and will be charged accordingly. | The “no extras” flag is important for customers who have others place out extras next to their container. This does not place an unreasonable burden on contractors with customer service data available on route. | No change. |
|  | Section 4.2.1.3 | SSS | How can you pay a nominal amount for a 10-gallon garbage container, then also include the cost of multiple services up to a 96-gal recycling or organics residential service weekly or bi-weekly? | The 10-gallon container size has been deleted. | The draft contract has been revised. |
|  | Section 4.2.1.3 | WM | Page 26, Line 20: Please clarify whether the “once per month collection,” includes embedded recycling and compost. | All single-family customers must receive the same recycling and compostable service options. | No change. |
|  | Section 4.2.1.3 | WM | Page 26, Line 25: When using the one time a year bulky collection service, is the Customer choice either Category A or B and not items from both categories? Please further define acceptable or unacceptable items in category A unless it is all garbage. Please provide estimates on potential usage within a given year. We suggest the City consider this service as an Alternative due to cost of the program. | No, it’s both categories of materials. Proponents are encouraged to review the performance of the City of Tacoma’s program, among others, for set out and tonnage statistics. | No change. |
|  | Section 4.2.2.1 | Republic | Line 15: Recycling (and Compostable) charges should be reflected as line items on invoices, particularly in light of China Sword. Recycling is not free, and we need to share the value of recycling on the invoices (as shown in Section 5.1.2, lines 43-44).  Line 16: There is an ability to expand the recycling list; there should be an opportunity to reduce the list, particularly in light of China Sword.  Line 18-19: Moisture is a contaminant and cardboard should be kept dry. Cardboard should fit inside a cart, not exposed to the elements, particularly in light of China Sword. | The base contract approach is to embed both services into rates.  The City and contractor can mutually agree on changes to the list of recyclables or material preparation requirements at any point before or during the contract term.  Agreed. However, customers may occasional have excess amounts that require collection. | No change. |
|  | Section 4.2.2.1 | Recology | Please revise the following accordingly: “Residential Recyclables shall be collected from all participating Single-Family Residences Customers as part of basic ~~Garbage~~ collection services~~, without extra~~ at the appropriate charge.”  Language should include the removal of certain materials when costs increase or market changes and calls for a disposal cost. | The City currently has embedded recycling collection and has no desire to change that. The costs of recycling collection and processing shall be included in the customers’ garbage rates. The market value may be separately listed on customers’ bills, at the City’s option. | No change. |
|  | Section 4.2.1.1 and 4.2.4.1 | Recology | These sections ask that the Contractor collect all Garbage set out “adjacent to” or “next to” Garbage containers. This could be read as requiring the Contractor to clean up customer-spilled Garbage, or improperly set out Garbage. We suggest revising so it’s clear that Garbage set out next to a container must be properly prepared in accordance with the contract requirements. | That section of the contract refers to “…properly prepared and contained…” materials, which should address this concern. | No change. |
|  | Section 4.2.2.2 | WM | Please consider adding an extra cart rate (rental fee) for all additional carts beyond initial recycling cart. Although recycling is unlimited, a deployed asset on the ground has value and therefore should have a cost associated. | This is acceptable. The Form 2 has been revised accordingly. Note that the current contractor reports that only 2.8% of all recycling carts are currently “seconds.” | The draft contract has been revised. |
|  | Section 4.2.2.2 and §4.2.3.2 | Recology | These sections seemingly allow customers to request a “replacement” cart or “reject” a cart. Please clarify the intent of this language. Our experience is that carts are only replaced if the Contractor determines they have been damaged. | This provision addresses the possibility that a very dirty or obviously damaged compostables (or any) cart is delivered to a household. While the contractor should prevent that from ever happening, if it does happen, the customer should not be forced to accept a dirty or damaged cart. | No change. |
|  | Section 4.2.2.3 | Recology | Could the City please define other “residues?” If any “residues” are found is the Contractor required to collect the customer?  “Without extra charge” needs to be revised to state “costs included as part of the garbage rate.” | “Residue” in this case refers to containers that have not been rinsed and have an unacceptable level of contamination. The decision on the threshold between acceptable and non-acceptable will be addressed in the contamination protocol develop by the contractor and City.  ”Without extra charge” is sufficient for the contract. The contractor and City can mutually agree on messaging to Customers regarding the bundling of services. | No change. |
|  | Section 4.2.3.3 | WM | Page 28, Line 44: Please outline the process/criteria the City will use in determining when to designate “storm events.” | The City will designate storm events based on current and forecasted conditions, ability to distribute a timely message about additional collection opportunities, and other relevant factors. This is a separate process from a “disaster declaration” for FEMA purposes and the designation will be entirely at the judgment of the City, with input from the contractor. | No change. |
|  | Section 4.2.4.3 | Recology | If the Contractor is not allowed to charge for opening gates or unlocking containers it will increase costs on those customers who do not have such requirements. Is the City willing to reconsider this requirement? | The City prefers to reduce financial barriers for the increased use of locked enclosures. Unlocked enclosures and containers have contributed to unsanitary conditions and theft of service, and eliminating barriers to use of locks is intended to reduce these impacts. | No change. |
|  | Section 4.2.5 | SSS | **Commercial Rate Design:** Please see the attached report for the State Auditor’s Office regarding embedded commercial rates. We highly advise the City to eliminate all embedding of commercial services to level the playing field and provide competition. | Noted. However, the City disagrees with a number of the report’s assumptions and conclusions. The City remains focused on waste diversion, meeting the objectives of the County’s solid waste management plan, and ensuring that cost-effective commercial recycling services are available to all city commercial customers. | No change. |
|  | Section 4.2.5 | SSS | **Fee Cap:** How often was the fee cap necessary to execute since it was created? If the commercial recycling and/or organics markets dictate the need for a higher cost than allowed in the fee cap, why would the City preclude a customer from having the opportunity to recycle or compost? Currently the price/ton to service single stream commercial recycling has a cost greater than $100 per ton based on market research. This language is very limiting and should be removed all together and does not allow for open market pricing based on actual market conditions. | Based on an audit of customers being provided with garbage and recycling services, the fee cap approach has been followed and has worked as intended. The City reviewed the accounts of all commercial customers that receive commercial garbage and recycling services, focusing on the base rates they are charged for the combined services against the equivalent for garbage only services. Outside a handful of small accounts, almost all accounts were compliant with the intent of this approach.  In Federal Way, the vast majority of businesses generate too few recyclables to justify subscribing to piecemeal, standalone recycling collection services. Through the “2 cart” program, these businesses benefit from having access to a baseline level of embedded commercial recycling services, without having to overcome the barrier of ‘fee based’ services. The collection of these materials is more efficient, since they all use the same type of containers and are collected only once per week.  If the transition to fully-embedded commercial recycling is not financially attractive based on the proposals the City receives, the City has no plans to eliminate the current limited embedded cart-based system, as this would mean a sizable reduction in recycling diversion and recycling access. At a minimum, the City will continue offering this as part of baseline service. Embedding commercial and multi-family recycling services is a normal, routine, and long-standing practice for many King County cities, which has contributed to improved recycling diversion levels. | No change. |
|  | Section 4.2.5.2 | WM | Page 30, Line 44: Please list the languages the City expects to be include on recycling instruction decals. | Most commonly, Spanish. There may be opportunities for other languages if conditions or user groups warrant. The City anticipates exploring opportunities with the contractor as part of general outreach planning. Graphically, all decals should be universal in nature, so that language is limited as a barrier. | No changes at this time. |
|  | Section 4.2.5.3 | SSS | This section provides for two “free / bundled” commercial carts serviced at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity. Is the City intending to have a 7 day a week bundled commercial recycling service? Please see the Auditor’s report for why embedded commercial recycling should not be included in this contract. | No. Collection will not be required more than three times per week. | The draft contract has been clarified. |
|  | Section 4.2.5.3 | WM | Page 31, Line 11: Please consider an alternative program in lieu of “Fee Cap” as it severely disadvantages the Contractor when non-Contracted haulers are not bound to the specifications of the program. We suggest 100% embedded service, without any mention of a Fee Cap. | The Fee Cap arrangement was originally negotiated with WM as an alternative to fully 100% embedded recycling service. The RFP is seeking pricing for both the existing program (as the base contract) and unlimited embedded service as an alternative. | No change. |
|  | Section 4.2.9 | Republic | Line 30-33: The bundled services for special event services were a good idea to try, but unless the garbage, recycling and compostable stations are monitored, the material is too contaminated to be anything other than garbage, even with large point-of-decision signage. To help with the education regarding the need to keep the separate streams free of contamination, would the City consider offering the bundled services to organizations that have Zero Waste Station monitors or volunteers? If not, would the City consider that the events be given only garbage containers, or that all containers will be disposed of as garbage, with the rates adjusted to reflect the reality of contaminated carts? | The contract language will be retained; however, the contamination protocol developed by the contractor and city can address contamination reduction requirements for special events (for example requiring customer-staffed stations). | No change. |
|  | Section 4.2.10 | WM | Page 33, Line 38: There are no parcels listed on page 34 or 35, only City Facilities and City Parks. Please provide the parcel list for accurate evaluation of service locations and levels. | The list of City Parcels includes approximately 170 distinct properties, most of which are small in size and unimproved, and have never received containerized solid waste services. The parcels are referenced only on the off chance one of them would require some type of service (most likely for compostables from site maintenance). Typically, City maintenance generated solid wastes at these sites is hauled to drop boxes at the City maintenance facility (which is why the maintenance facility has larger capacity containers than most other City Facilities). In some cases these wastes are hauled directly to a transfer station on the City’s account. Note that the listed City facilities reflect the majority of the area encompassing City-owned parcels. | No change. |
|  | Section 4.2.10 | Recology | Please provide the number and size of containers to be serviced at each City facility, and the frequency of service. | The RFP has been revised to include a table showing only unique container service levels. Note that some services at Parks are seasonal (the listed services represent summer months and the highest level of service – but in winter months, many Parks services are reduced or suspended). | No change. |
|  | Section 4.2.10 | WM | Page 36, Line 5-10: How many “on-street” litter & recyclables receptacles are within the city and what is the collection frequency of each receptacle? | The City has a several styles of containers located in the City’s right-of-way, ranging from 10 gallon pole cans at bus stops, to 20 gallon litter cans, to recycling+garbage ‘stations’. Service varies based on season, but generally averages about once per week on an annual basis. This table lists the approximate number of operating containers:   |  |  | | --- | --- | | Container Type | Number Active | | 20 gallon litter can | 1 | | Recycling+garbage ‘stations’ | 12 | | 10 Gallon Pole Cans (bus stops) | 12 | | No change. |
|  | Section 4.2.11 | Recology | How many annual community events is the current contractor supporting today? What service levels are provided for these events currently? | The City hosts a Fourth of July celebration which receives about double the regular service levels that Celebration Park would normally have in the summer for a one week period. The City has supported the summer-long weekly Farmers Market in the past, but this organization appears to now pay for service directly (a four yard garbage container and two yard containers for recycling and compostables). In the past the City has hosted a regional summer community festival, a Korean cultural event, a garden show, among other single-occurrence events. But the Fourth of July event is the only current event. To simplify the administration of potential future events (none are known at this time), the contract will still specify a number of events per year, but this number has been reduced. The contract will also clarify that management of debris due to occasional maintenance at facilities and parks is included under the contract. | The draft contract has been clarified, and the event count is reduced to five per year. |
|  | Section 4.3.2 | Recology | Would the City consider requiring local call center operations? A call center outside of the Puget Sound area would have no knowledge of the local nuances and the unique geography of Federal Way.  As previously noted, the city devotes over 10% of the contract to its desire for a robust customer service call center. We therefore continue to recommend the city require local call handling in order for the city to provide adequate oversight. | No, this would limit the RFP to one or possibly two proponents. The type, capacity and location of a proponent’s call center are part of the qualitative evaluation of proposals. | No change. |
|  | Section 4.3.2.1 | Recology | The City should consider including a review of call center staff knowledge of City-specific needs. This section indicates that the city has remedies related to insufficient staffing to handling Federal Way needs. A call center outside of the local area would give the city limited visibility on key performance factors such as staff knowledge of the local area. A call center review would help ensure a good customer service experience for residents and businesses. | The City and Contractor will focus on call center knowledge as an element in ongoing outreach planning. Proponents should describe and demonstrate in their proposal how they will sustain call center knowledge at a high level year-round, via training, seeking City input, and accounting for changing service needs, so all manner of customer service know-how will be continually sustained at high levels in striving for excellent customer service experiences. | No change. |
|  | Section 4.3.3 | WM | Page 41, Line 28: Monthly billing of all customers will increase costs. Please consider reverting to quarterly billing, or at least every three months, as is allowed for under current contract. | The City will add an alternative for continued quarterly billing. Note that the City is interested in monthly billing for the following reasons:   1. To support contamination reduction protocols, specifically to reduce billing lag and to enhance the effectiveness of potential penalties on customers that fail to reduce contamination in set outs (or potential rewards for achieving high levels of non-contaminated diversion). 2. As rates increase over time, a quarterly bill may become burdensome for lower income customers. Monthly billing may also reduce potential bad debt impacts as well as customer “sticker shock.” 3. As more customers shift to “auto pay” and/or paperless billing, a regular smaller charge may be more acceptable to customers instead of invoices in excess of $100 quarterly. | RFP alternative has been added. |
|  | Section 4.3.3 | WM | Page 41, Line 28-29: What are the notification requirements for past due accounts prior to cut-off? | Specific billing policies can be negotiated at the time of contract finalization, as long as notice is provided not less than 30 days before service suspension. | No change at this time. |
|  | Section 4.3.4.1(6) | Recology | §4.3.4.1(6): How does the City require information that could be coming from a third party? | The contractor would need to work with its processing subcontractor to provide the requested information. | No change. |
|  | Section 4.3.5 | WM | Page 45, Line 41-43: Please provide the anticipated number and brief description of each educational piece the City intends to require Contractor to distribute. | For residential customers, the City anticipates production of a comprehensive recycling, composting, and MRW management guide, annual rate and service calendar pieces, and dovetailing these with City-funded pieces promoting recycling events. For multi-family customers the City anticipates distribution of a comprehensive recycling guide and pieces highlighting alternatives for residents and property managers to refer to. For commercial customers, the City anticipated distribution of comprehensive recycling and compostables guides focusing on educating managers and employees. The City anticipates pieces to be heavily reliant on graphics and be suitable for posting. | No change. |
|  | Section 4.3.5 | WM | Page 47, Line 10: Will the City purchase the required “reusable tote bags” or will the Contractor be required to assume the cost? | The City has a sizable population residing in multi-family housing, and the Contractor will be required to purchase these items as part of fulfilling outreach plans and objectives. |  |
|  | Section 5.1.2 | Recology | Itemization should include a separate line indicating the cost of the recycling program | See response to #73. | No change. |
|  | Section 5.1.2 | WM | Page 49, Line 6-7: Would the City consider a 15% Drop-box disposal mark-up? | The City may consider a drop-box disposal mark-up, depending on the rate impact of the new contract. If a drop-box disposal mark-up is considered, it would be discussed during contract finalization with the selected proponent. Rate proposals submitted in response to the RFP should reflect the draft contract, as written. | No changes at this time. |
|  | Section 5.1.2 | WM | Page 49, Line 17: Please consider removing, “changes in Compostables processing fees,” as this is subject to 3rd party costs and not controlled by the Contractor. | The draft contract has been revised to allow for certain market adjustments to reduce contractor risk. | The draft contract has been revised. |
|  | Section 5.3.1 | Recology | The cap of 5% on CPI should be removed. | Proponents are free to propose changing the rate cap, floor, or both in Section E of their proposal. However, the draft contract, as provided, must be the basis for the rates proposed on Form 2. | No changes at this time. |
|  | Section 5.3.2 | SSS | Please consider this language to provide for a pass-through of justified costs due to unexpected changes in the organics industry. This would prevent the issues we have seen recently involving the recycling market and reduce risk similar to the recycling market adjustment:  *“Organics processor may request a price adjustment by way of written notice to the City.  The organics processor shall supply supporting documentation for any requested price adjustment to account for unexpected increased costs to process City organic material.  Reasonable price changes based on market conditions, cost analyses, or regulatory changes shall be approved by the City.  City will evaluate the supplied documentation to determine if the price adjustment is considered fair and reasonable.”* | See Comment #100 |  |
|  | Section 5.3.3 | Recology | Annual changes in sites that accept yard debris or compost or other recyclables should be part of the annual rate process.  Even if the county does not mandate a site, it is reasonable to expect costs will go up.  Increases in disposal related to compost and other recyclables should either be passed through in the disposal component of the rates or, at a minimum, be allowed an increase via the annual CPI process. | See Comment #100 and note that since compostables are part of the “service” component of rates, they are subject to the CPI adjustment each year. |  |
|  | Section 5.3.5 | WM | Page 51, Line 35: Why are federal taxes excluded from rate adjustment within this Section? | While previous collection contracts have included Federal Taxes in this provision, cities have not typically benefited for a number of reasons, including the difficulty of sorting out differences between local subsidiary and parent company taxes. This is beyond the City’s ability to administer without requiring extensive access to the contractor’s financial records. | No change. |
|  | Section 5.4 | WM | Page 52, Line 1: Please consider adding “international” to the list of laws and regulation changes. | This is too broad and could result in unintended effects. The City expects that the City and contractor would have a mutual discussion in the event that such conditions occur. | No change. |
|  | Section 6.1 | WM | Page 53, Item 16 & 17: Since customer service performance reports are required on weekly assessments per Section 4.3.4.1, should the fine amount within these Items be updated to “weekly” instead of “daily”? | Ideally call center performance is tracked on an hourly basis based on real-time measures. Therefore, Section 4.3.4.1 will be revised to specify that the related reporting is segmented on a daily basis. Items 16 & 17 will remain unchanged. | The draft contract has been revised. |
|  | Section 6.2(4) | Recology | Define “uncontaminated.”   Nearly all loads are contaminated in some way. | This section addresses collecting recyclables (e.g. an entire residential route) and then disposing of them as garbage rather than delivering them for processing. | No change. |
|  | Section 8.1 | WM | Page 57, Line 9: Please consider adding language to the hauled by common or private carriers exception, “for which the Customer receives a payment for such material.” | This is overly burdensome in that it does not allow for legitimate recycling of material that occurs at a cost or with no exchange of money. | No change. |
|  | Section 8.3.1(4) | Recology | The pollution liability insurance described is claims-based, but such coverage is typically occurrence-based. Could the City revise this section as follows:  Contractor’s Pollution Liability insurance coverage covering any ~~claim~~ occurrence for bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo. The City shall be named as an additional insured under the Contractor’s Pollution Liability insurance policy. | Agreed. | The draft contract has been changed. |
|  | Section 8.3.6 | Recology | Our vicarious liability for the acts of those working on our behalf are covered under contractual liability. Responsibility for acts of subcontractors can be addressed in express contractual provisions to that effect and do not need to be included in the insurance provisions. Moreover, we cannot promise that all subcontractors will maintain the same levels and types of insurance that we carry because subcontractors may play very small roles in the agreement and the size of their businesses may be substantially smaller.  Therefore, we recommends striking this section entirely and including separate insurance requirements for subcontractors as follows:  Contractor will request all subcontractors performing work in connection with this Agreement to maintain the following minimum insurance: Workers’ Compensation in accordance with applicable law or regulation, Employer’s Liability with limits of $1,000,000, Commercial General Liability with limits of $1,000,000 per occurrence and $2,000,000 in the annual aggregate, and Automobile Liability insurance with limits of $1,000,000. | The City may find it impractical to enforce insurance requirements and/or facilitate insurance coverage or compensation for losses on subcontractors (or similar parties) who are not signatories to the contract. | No change. |
|  | Section 8.5.1 | Republic | Contractor cannot provide an indemnity for Hazardous Waste, as this is outside the scope of the contract.  Section 8.5.1(b) and all language after it in Section 8.5.1 needs to be struck. | Although this is not a hazardous waste collection contract, such material may be inadvertently collected, entailing management by the contractor. | No change. |
|  | Section 8.12 | WM | Page 64, Line 17-21: Separate agreements with customers for services outside the scope of the contract should not be made available to the City on request, at any time. Should the City negotiate these services into the contract, then it would be appropriate for the Contractor to provide customer information. | While the City agrees that were certain services ‘negotiated’ into the contract then the contractor would by necessity provide the required customer information, this clause is based on the City’s core intent with this RFP process: the City expects the contractor to provide comprehensive solid waste services to all of the City’s ratepayers, residents, and businesses in accordance with this contract. | No change. |
|  | General – Ancillary Services | WM | How many ancillary services are currently provided and charged to customers in the current contract? What is the frequency of each and to how many customers are each provided? | The RFP has been revised to include that information where available. | RFP has been updated. |