

Appendix D: Industry Review Comments and Responses
City of Kirkland
Solid Waste RFP and Contract
March 15, 2021

#	Document	Section(s)	Page(s)	Line(s)	Hauler	Question/Comment	Response	Action
1	RFP	2.4			Cedar Grove	Why has the City chosen to shorten the RFP process considerably from the previous RFP presented in 2017?	The RFP process has been streamlined and the City believes two months to prepare a proposal is adequate.	None.
2	RFP	General			Cedar Grove	We suggest the City include a mechanism to prevent commercial rates subsidizing residential rates. This has surfaced as a problem recently in other nearby cities. We believe any rate should accurately and transparently reflect the actual cost of the service being provided to the customer.	Per the Form 2 Price Proposal instructions, the City is seeking actual cost of service wholesale rates but will not police proposers' approaches to cost-of-service allocations between sectors. The City's objective in supporting cost-of-service wholesales rates is to avoid situations where uneven growth rates between sectors results in a contractor request for a rate adjustment due to a revenue shortfall. This insulates the contractor from fluctuations (downsizing) in service levels inherent to Kirkland's linear retail rate structure.	None.
3	RFP				Cedar Grove	Considering the impacts of Covid-19 shifting volumes from commercial to residential and from garbage to recycling or organics: we highly advise the City to avoid embedding residential recycling and organics costs as it is just too risky for the rate payer. The cost should be roughly the same to the rate payer regardless of if they are embedded into the garbage rate. A cost-of-service rate structure broken out by waste stream provides more detail and value to the rate payer in our opinion.	The City has considered this and prefers to keep services bundled, as they have been for many years. Bundled services encourage residents to recycle and compost and embedding those services has been critical in supporting Kirkland's high recycling diversion rate. Although some haulers have stated that they believe that itemizing rates will reduce contamination, we fail to see the connection, and there does not appear to be a significant difference between WUTC and City contract contamination rates, when controlled for demographics. The City prefers haulers to focus on directly addressing contamination with customers and identifying (and removing) customers causing contamination through the Contamination Reduction Plan.	None.
4	RFP	2.11			Cedar Grove	We suggest proposal evaluations be scored 50/50 between rate and qualitative elements. Innovation in sustainability and operations will be limited when rate is prioritized in this manner.	No. Rates are very important to our customers. This is reflected in the fact that in the 2017 RFP, the scoring was split 70/30. As a compromise to allow more latitude for proposers to distinguish themselves qualitatively, the City has chosen a 60/40 scoring for this RFP.	None.
5	RFP	C.1	24		Cedar Grove	In order to ensure stability in organics processing and in light of limited regional capacity, the City should vet and evaluate	The City does not wish to insert itself in a contractual relationship between the prime	None.

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						proposed compost processors for available capacity beyond assurances. Recent facility throughput tonnage amounts and permitted facility capacity figures should be requested as part of the evaluation.	contractor a subcontractor. The City encourages Proposers to submit in their proposals and pertinent information concerning permitted capacities.	
6	RFP	Table of Contents			Recology	Can the City provide a copy of its current contamination plan, as one of the appendices with the final RFP?	There is currently no formal contamination plan and the City and its current contractor generally follow the contamination protocols in Contract Exhibit F. The City and the proposer awarded the new contract will "mutually negotiate and agree on a process" per Section 3.1.11 and may update the process annually.	None.
7	RFP	1.1			Recology	Would the City consider adjusting the contract term to 10 years, with one two-year extension by mutual agreement? Longer contract terms typically help proposers offer lower rates, since the capital investment can be amortized over a longer term. Ten years is also the useful life for a new collection vehicle, helping the City maximize the assets purchased under the new agreement term.	After further consideration, the City prefers a base 10.5-year term with one two-year extension at the sole discretion of the City.	RFP Section 1, paragraph 1 has been revised to 10.5 years with one two-year extension option at City's discretion. Contract Section 1 has been revised to reflect the 10.5-year term and single extension. The corresponding Alternative 1 in the RFP has been deleted.
8	RFP	1.1			Recology	This section states, "During the initial round of review, the City shall compare all Proposals based solely upon the Base Proposal, including alternatives chosen by the City." Can the City provide clarification on this? Will proposal be scored on the base proposal, or will the scoring also incorporate alternatives? We recommend the City score based on base proposals and evaluate alternatives during negotiations with the successful bidder. Alternatives that reduce up-front capital expenditure (such as used vehicles) typically favor the incumbent hauler and may discourage competition.	The Proposal Evaluation Team intends to evaluate and score the base proposals as well as the responses to any alternatives.	None.
9	RFP	1.2			Recology	Containers: For the base proposals, should proposers assume customers will continue using the current carts and metal containers (and therefore plan to re-sticker carts and containers), as opposed to purchasing all new carts and containers? This section notes that "at the end of the current contract, all contractor-supplied carts, at the City's option, revert to City ownership without further compensation to the current contractor and on a fully assignable basis."	Yes. Proposers should assume that customers will continue to use their current garbage, recycling, and compost carts and that carts and containers will be re-labeled. Proposers should not assume that the City will purchase or assign the right to purchase metal detachable containers or drop boxes.	None.
10	RFP	2.4			Recology	Since there is over a month between the deadline for proposer questions and proposal submission, we recommend the City conduct two rounds of Q&A. In a procurement of this size, proposers may have additional questions that arise after the first Q&A period.	Section 2.4 of the RFP allows for a second round of questions. The City will add a second round of questions to the timeline if needed.	None at this time.

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11	RFP	2.6			Recology	If the City chooses to conduct any of these items in this list as part of the evaluation process, would it apply to all proposers? We encourage the City to conduct site visits, meet personnel, contact current customers, etc. for all proposers, including the incumbent. This will allow the City to conduct a more accurate current comparison for each proposer.	Yes. The evaluation process will be the same as 2017 and the PET intends to conduct site visits, interviews, and reference check either virtually or in person for all proposers.	None.
12	RFP	2.7			Recology	States that "all Proposals shall be provided in year-2021 dollars." However, Form 2 says, "the service component will not be adjusted prior to the start of contract services, so the Proposer must include any expected inflation in your proposed rates." We believe this might be a typo, since the contract is scheduled to begin in 2022. Can the City clarify: should we in fact base our proposals on 2022 dollar, since this is the year the contract would commence?	It is a typo.	RFP Section 2.7 has been revised to read "year-2022 dollars"
13	RFP	2.8			Recology	States that "the Proposer shall complete and sign its Proposal in <u>ink</u> in the blank space." Due to the COVID-19 pandemic, many employees are working remotely for safety. Would the City be willing to revise this to allow for the proposal forms to be signed electronically or via DocuSign?	The City of Kirkland does allow an electronic signature as the equivalent to the ink signature for the submission of the RFP.	RFP updated throughout to reflect the allowance of electronic signatures.
14	RFP	2.11			Recology	Customer Service: We encourage the City to incorporate "knowledge of the City and its geography" as part of the evaluation process. This is important to the quality of service for the City. Customer service agents who know the local nuances of weather, terrain, traffic patterns, and neighborhoods have a remarkable positive impact on the quality of service.	Noted.	None.
15	RFP	2.11			Recology	Recycling and Compostables Collection, Processing and Education: This section notes that "Scores may be assessed based upon a comparison to other Proposals or on a stand-alone basis." Can the City clarify this? Under what circumstance would scores be issued on a standalone basis, versus on a comparison?	All proposals will be evaluated individually using the criteria listed in Section 2.11 of the RFP and proposals may also be compared so the Proposal Evaluation Team can identify the distinguishing characteristics of each proposal relative to another.	None.
16	RFP	2.11.2			Recology	Typically, scoring of the rates is conducted by a separate team of evaluators, and is not seen by those scoring the qualitative portion. In this case, the rate portion is kept sealed until the qualitative scoring is complete. This helps ensure the qualitative proposals are fairly scored based on ability, rather than biased by price. Can the City clarify how they are conducting this process to ensure a fair and unbiased evaluation?	The City prefers to conduct the qualitative evaluation of the proposal independent of the evaluation of the rates. The rate proposals will be evaluated by a consultant to the City to take place concurrent with the qualitative evaluation. As per the 2017 process, the City does not intend to share the rates proposals with the Proposal Evaluation Team until the qualitative scoring has been completed.	None.
17	RFP	2.11.2			Recology	Would the highest scoring proponent automatically go to council, or does the City reserve the right to additional consideration?	After the conclusion of the rates and qualitative evaluation process, the City anticipates that the proposal with the highest score will be recommended to Council for provisional award. However, City Council retains the right to	None.

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							accept the staff recommendation or award the contract to any other party.	
18	RFP	2.16			Recology	Can the City disclose the consultants they're using for this process?	The evaluation of the rates proposals will be conducted by Sound Resource Management.	None.
19	RFP	Form 2, Alt 6			Recology	Contractor Billing Agent: Would the City consider making this part of the base bid instead? All bidders have confirmed billing processes in place.	No. In the base contract, the City intends to continue billing its customers but is seeking pricing on a billing agent relationship as an alternative which may or may not be selected depending upon an evaluation of the pricing and other related customer service factors related to billing.	None.
20	RFP	Form 2			Recology	Form 2 states that the "proposer's cost-of-service model shall be designed to recover the costs for each service level within each collection sector only from that service level." Can the City confirm that each individual miscellaneous and "extras" cost is also intended to cover its own cost of service?	Please see Question 2.	None.
21	RFP	2.7	11	14	WM	Proposals shall be provided in year-2021 dollars. Please confirm that should King County implement a disposal increase prior to the effective date of the Contract; the successful proponent will be allowed to adjust our proposed rates.	Please see the instructions for Form 2 Price Proposal Paragraph 1.	None.
22	RFP	2.8	12	4	WM	Due to Covid and working remotely, would the City accept electronic signatures?	The City of Kirkland does allow an electronic signature as the equivalent to the ink signature for the submission of the RFP.	RFP updated throughout to reflect the allowance of electronic signatures.
23	Contract	2			Cedar Grove	Can the City provide additional clarity to the definition of "Compostables"? Both Food Scraps and Yard Debris are further defined but there is no further definition for "approved compostable packaging". What entity will decide what products are approved? As a compost processor, it is very important to maintain the ability to control what items are deemed acceptable and from what particular source.	Definition provided.	A definition of Approved Compostable Packaging has been added to Definitions. The term Approved Compostable Packaging has been capitalized in the Definition of Compostables. <i>Approved Compostable Packaging: Packaging capable of undergoing aerobic biological decomposition in a system meeting the requirements of chapters 70A.205 and 70A.455 RCW, that results in the material breaking down primarily into carbon dioxide, water, inorganic compounds, and biomass.</i>
24	Contract	2			Cedar Grove	Is the City intending for compostable packaging to be accepted in residential carts?	Yes, but the acceptable of compostable packaging in residential or commercial is contingent upon the acceptance policy of the compost processing facility to which Kirkland's compostable materials are delivered. The range of compostable materials accepted by the compost processing facility may be evaluated as a qualitative element.	None

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25	Contract	4			Cedar Grove	Please note a minor typo in the definition of "Food Scraps".	Thank you. Typo noted and fixed.	Definition of Food Scraps updated to read "... food waste such as <i>whole or partial pieces of produce, meats, bones ...</i> "
26	Contract	4			Cedar Grove	Under the definition of "Food Scraps", we suggest that any change to the range of materials handled include agreement by the compost processor.	Noted.	None.
27	Contract	3.2.1.2			Cedar Grove	A request by the City to move to every other week collection could greatly impact recycling and organics contamination, we advise to avoid this option, if possible.	Comment noted. The City does not intend to implement every-other-week garbage collection at the beginning of the contract and the pricing requested is a placeholder in the contract in the event the City opts to transition to EOW at some point over the term of the contract.	None.
28	Contract	3.1.11			Cedar Grove	We suggest this section 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.
29	Contract	3.1.13			Cedar Grove	With the industry shifting towards electric vehicles, mandating CNG trucks would only benefit those that already have CNG capability. If a new player was interested in this contract and had to invest in CNG, it would not make sense. Would the City loosen its requirement to allow other fuel sources, especially as the electrification of solid waste trucks continues to improve? It would likely be less environmentally friendly to install a new CNG station than it would to temporarily run a form of diesel until an all-electric fleet could become available.	The requirement for CNG trucks is a minimum specification for collection vehicles in the contract and proposers may offer an option for alternatively fueled/powered collection vehicles in Alternative 2 of the RFP. CNG-fueled trucks help the city attain its carbon emissions reduction goals but the City is also open to alternatively fueled/powered vehicles if there is an environmental and financial benefit to the City.	No change.
30	Contract	3.1.14.4			Cedar Grove	Can you provide the reasoning for why the City is requesting gray carts for yard waste and green for garbage? Would it be possible to switch this configuration, so it is in-line with the more standard approach of gray for garbage and green for yard waste?	The proposer awarded the contract is expected to use the garbage, recycling, and compost carts in currently in place. While the City understands Kirkland's cart colors are not aligned with standards in most other cities and has considered changing the color of compost carts to green and garbage carts to gray, it is currently cost prohibitive to make the change.	None.
31	Contract	3.1.26			Cedar Grove	Based on this provision, is the City's compost processor required to take residues to the Cedar Hills Landfill?	As noted in this section, the City expects its Contractor to be in compliance King County Code concerning residuals from the processing of organics. Proposers are encouraged to contact the King County Solid Waste Division to seek any clarifications on flow control regulations.	None.

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32	Contract	3.1.26			Cedar Grove	How will the City confirm that residues from Recyclables and Compostables are sent to the King County Disposal System?	The City will work with the County and the Contractor to ensure compliance with current County expectations.	None.
33	Contract	3.2.1.3			Cedar Grove	By allowing a 10-gallon garbage service that includes a free organic waste and recycling container: would that not lead to greater contamination assuming the resident fills up their 10-gallon garbage container quickly because it is so small? How could the cost of the 10- gallon service also pay for the organic waste and recycling while at such a low rate? We understand the rate-payer should get the benefit of the cheaper garbage service due to less volume, but they should pay the proper amount for the recycling and organics, while also having a mechanism to address contamination in the proper streams.	Noted. The City prefers to offer the small 10-gallon garbage service level to customers that produce little waste as an affordable option. The City's 10-gallon service level offering has not caused any atypical contamination issues. Any contamination issues that may arise will be addressed via the Contamination Reduction Plan in Section 3.1.11 The contract recommends that proposers offer cost-of-service rates to ensure that the contractor is covering the costs of embedded recycling and composting service at all service levels.	None
34	Contract	3.2.1.3			Cedar Grove	Similar to the 10-gallon service: once a month garbage service likely leads to greater contamination in the organics and recycling containers. Additionally, how does the low cost of the monthly service pay for the organics and recycling service that are embedded into the rate? This is another good reason to separate the costing for all 3 services. The rate payer should get the benefit of the cheaper garbage service due to less volume, but they should also pay the proper amount for the recycling and organics and also have a mechanism to address contamination in the proper streams.	See Question 33.	None.
35	Contract	3.2.5.1			Cedar Grove	With the ongoing impacts of Covid-19 and the challenges the commercial sector is faced with, volumes of recyclables/organics have drastically reduced from previous years, but yet the embedded rate of recyclables/organics are still being charged to the commercial sector at the same rate through the garbage service. Being that Kirkland is in a very competitive location, we highly advise the City to remove the unlimited free commercial recycling service and free commercial organics collection and have a contracted rate that would allow for competition on the open market. Additionally, in a time of need due to the challenges businesses are faced with, the cost to provide free recycling City-wide will no longer be spread across all businesses artificially charging customers for something they may not need. Commercial volumes have clearly dropped dramatically, but the garbage rate in Kirkland has not despite there being a cost to collect and process both recycling and organics. If the recycling/organics was separately billed, the customer could have reduced their volume and saved that expense.	No. Unlimited commercial recycling service is important to the City and is an exciting new offering. It provides businesses with the capacity they need to divert all of their recyclables without having to pay more. The City has offered composting service, upon request and approval by the City, to commercial and multifamily properties at no additional cost since 2007. The cost of the service is 100% subsidized by the City but the Contractor is compensated by the City for the service in its wholesale rates. Providing the service at no additional costs increases participation and diversion. There are no requirements that multifamily or commercial customers use the City's composting service and they may contract for compost collection through another contractor if they so choose.	None.

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36	Contract	3.2.6			Cedar Grove	In line with comment 1 regarding rate design, we strongly suggest the City move away from embedding compost collection rates into a commercial customer's garbage rate. This is especially important when considering the impacts of Covid-19 on restaurants and commercial businesses. It is very difficult for a contractor to assume participation in these programs while submitting pricing and generally will have to assume worst case scenario which is all commercial business utilizing 100% diversion. This could become very costly to the rate payer if they are not receiving the service. Commercial organics collection works great regionally on the open market and this would be the best time to allow for the open market to dictate the price and service necessary for commercial businesses. They are having a hard enough time as is. Thank you for that consideration.	Compost service is not embedded in the commercial rates. The City has subsidized this service in its retail rates since 2007 and does not charge the customer for the service but the Contactor will be compensated for providing the service per the contactor cost-of-service rates in Form 2. There are no requirements that multifamily or commercial customers use the City's composting service and they may contract for compost collection through another contractor if they so choose.	None.
37	Contract	General			Cedar Grove	Would the City be willing to commit to including a compost buy-back provision in its contract considering the passage of HB 2713 (RCW 43.19A.130) encouraging cities to purchase some of the material generated from their organics programs? This contract is the mechanism for diverting organics from the landfill and to a compost program. It should also be the mechanism to close the loop and reuse the compost generated from this contract.	The City will consider the option to utilize the buy-back provision included in RCW 43.19A.130 outside the provisions of the contract. The RCW encourages but does not require cities to purchase compost generated from their organics programs.	None.
38	Contract	General			Cedar Grove	Would the City be willing to contract separately with a different hauler for commercial and residential? With the looming concerns region wide based on cross subsidization of residential with commercial services, having the opportunity to contract separately for both would likely drive the best price for the rate payer with less risk.	No. The City has limited staff and does not wish to manage two separate contracts. As note previously, the City is recommending proposers submit cost-of-service rates and avoid rate cross subsidization.	None.
39	Contract	Definitions			Recology	Extra Unit: An extra is defined as "32-gallons" in this contract. Does this mean that contractors should not charge for extras less than 32-gallons? Would the City consider changing this to allow contractors to charge in 32-gallon increments? This would more fairly cover the cost for serving extra material under 32-gallons, as well as extras that exceed 32-gallons.	Yes. The intent is to allow the Contractor to bill extra units in 32-gallon increments. If the extra is less than 32-gallons in volume, the extra should be billed as one 32-gallon extra.	A sentence has been inserted into Section 3.2.1.3 to allow the billing of extras in 32-gallon increments.
40	Contract	3.1.3			Recology	Would the City consider adjusting this section as follows? Same-day make-up collections for customers notifying the Contractor of a missed collection that was an error of the Contractor by 4:00 p.m. may be performed until 8:00 p.m.	Yes, although Section 3.1.9, line 20 states that the Contractor is not liable for a missed collection if the customers did not place out containers on time.	Section 3.1.3 has been revised to read "Same-day make-up collections for customers notifying the Contractor of a missed collection <i>that was the mistake of the Contractor</i> by 4:00 p.m. may be performed until 8:00 p.m.
41	Contract	3.1.3			Recology	Would the City consider adjusting this section as follows: "All collections from Commercial Customers may be made between the hours of 5:00 a.m. and 5:00 6:00 p.m."	Accepted.	Section 3.1.3 has been modified to read "All collections from Commercial Customers may be made between the hours of 5:00 AM and 6:00 PM."

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42	Contract	3.1.3			Recology	Can the City define “audible distance of Residential Customers?” For instance, would one block or less be considered “audible distance?”	Audible distance may vary depending on the sensitivity of the residential customer(s) to noise, so each instance will be evaluated on a case-by-case basis.	None.
43	Contract	3.1.4			Recology	Would the City consider adjusting this section as follows: If the Contractor does not correct the behavior , the City reserves the right to request at any time that the person be removed from all performance of additional work under this Contract.	The City places a high value on driver conduct as noted in Section 3.1.4. There may be instances where behavior has been corrected one or more occasions as is required of the Contractor, but the driver has established pattern of behavior unacceptable to the City. Therefore, the City prefers to retain the flexibility to remove a driver from work performed under the contract at any time.	None.
44	Contract	3.1.5			Recology	Can the City provide an approximate count of customers receiving disabled persons service?	16	None
45	Contract	3.1.9			Recology	Would the City consider adjusting this section as follows: Contractor shall collect the materials from the Customer within twenty-four (24) hours of the Contractor’s receipt of notification of the missed pick-up, or on the following business day .	Yes.	Section 3.1.9 has been revised to read <i>“Contractor shall collect the materials from the Customer within one business day receipt of notification of the missed pick-up.”</i>
46	Contract	3.1.11			Recology	Would the City consider adjusting this section as follows: “... industry best management practices, as described Section 3.3.5 and in Exhibit F, for tagging, probationary periods, material rejection, any applicable contamination fees and suspension of service.”	No. The City is not interested in allowing contamination fees at this time but may consider them in the future per contract section 3.1.11. The City prefers to rely on the Contamination Reduction Plan in which customer carts may be removed due to chronic contamination if education and outreach fails.	No change.
47	Contract	3.1.11			Recology	Notes that contamination procedures would be updated no later than November 1 of each year. Can the City change this to no later than September 1 of each year? This earlier deadline better aligns with the annual adjustment of commodity values that drive customer rates.	Not at this time. In the event the City elects to implement a recycling market adjustment, then the timing of any updates to the procedures in the Contamination Reduction Plan would be negotiated.	No change.
48	Contract	3.1.11			Recology	Would the City consider adjusting this section as follows: Based on waste prevention, product stewardship efforts, or changed market conditions, the City may elect to remove one or more materials from the Exhibit C list. The Contractor will also have the opportunity to make recommendations to the accepted recyclables list . The Parties agree to determine if such removal from Exhibit C list creates significant costs or savings, and to explore changes in compensation per Section 4.2.	Accepted. The City agrees that the addition or removal of materials from the accepted recyclables list should be collaborative.	Section 3.1.11 has been revised to read <i>“Based on waste prevention, product stewardship efforts, or changed market conditions, the City may elect to add or delete one or more materials from the Exhibit C list. The Contractor will also have the opportunity to make recommendations to add or delete materials from the accepted recyclables list. The Parties agree to determine if such addition or deletion of a material or materials from the Exhibit C list creates significant costs or savings, and to explore changes in compensation per Section 4.2.”</i>

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49	Contract	3.1.12			Recology	Are there any customers currently being served by limited access vehicles? If so, can the City provide a count?	There are no customers served by limited access vehicles.	None.
50	Contract	3.1.13			Recology	Would the City be open to another alternative fuel, besides CNG? Since CNG is no longer considered a "future fuel," would the City be willing to open up this requirement to allow for other alternative fuels (such as RNG, renewable diesel, or other options)?	Please see Question 29.	None.
51	Contract	3.1.14.3			Recology	Paragraphs 1 and 2 in this section seem to be redundant.	Agreed.	Paragraph 2, line 5-8 of this section have been deleted.
52	Contract	3.1.14.4			Recology	Cart colors in the region have been moving towards blue for recyclables, gray for trash, and green for compost. Does the City have any intention to move towards this color coding?	See Question 30.	None.
53	Contract	3.1.14.5			Recology	Most plastic bags cannot hold 50 pounds, and typically break. Would the City be willing to change this to a limit of 35 pounds per bag?	Agreed. Research shows that a generic 30-gallon trash bag can hold up to 38 pounds before breaking.	Section 3.1.14.5 has been revised to "thirty-five (35) pounds ..."
54	Contract	3.1.27			Recology	Item 5 notes that, if the City elects to pay disposal fees directly, it could "Reduce its overall compensation for each service level by <u>110%</u> of the amount of the disposal fee component plus the then-current business and occupation tax." However, if it is reduced by 110%, this would reduce a portion of the collection fee. Can the City clarify its intent?	The intent of this clause is to ensure that any profit margin built into the disposal component of the wholesale rates is removed in the event the City opt to pay disposal fees directly to King County. As Contractors do not disclose their profit margins to the City, the 10% is an estimate of the margin.	None.
55	Contract	3.2.3.3			Recology	Notes that compostables may be placed in "re-labeled garbage cans." However, this could be confusing, and could cause problems for collection. Could the City remove "re-labeled garbage cans" as a permissible organics container?	No. Many Kirkland customers own extra 32-gallon cans for the purposes of placing our extra materials. This has been the practice in Kirkland for many years. As long as the container is properly labelled, the City does not see where this is confusing or could cause significant problems during collection service.	No change.
56	Contract	3.2.5.2			Recology	Would the City consider adjusting this section as follows: The Contractor may charge a contamination fee or decline to collect Recyclables if the Container in which they are placed by the Customer contains Excluded Materials or other materials that do not conform to the definition of Recyclables or that do not meet specifications	Please see Question 46.	No change.
57	Contract	3.2.6.1			Recology	Would the City consider adjusting this section as follows: The Contractor shall provide collection of Compostables from any requesting Multifamily Property or Commercial Customer, subject to that Customer's continued compliance with material preparation requirements and prior approval from the City .	Yes.	Section 3.2.6.1 has been revised to read "The Contractor shall provide collection of Compostables from any requesting Multifamily Property or Commercial Customer, subject to that Customer's continued compliance with material preparation requirements and prior approval from the City."
58	Contract	3.2.10			Recology	In the table, the Kirkland Teen Union Building and the Marina Park have missing service levels. Can we get an estimate in the RFP, for pricing purposes?	The Kirkland Teen Union Building is currently vacant and no composting service is provided to Marina Park.	None.

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59	Contract	3.2.10			Recology	Notes that "the City may add up to five City facilities and up to five additional City parks in addition to those listed above. Municipal facilities added during the term of the Contract shall be provided collection at no additional cost provided that no more than two additional facilities or parks may be added per year without additional compensation to the Contractor." Can the City provide an estimate of the volume that could be added each year?	No. As any facilities added would produce different volumes, it is impossible to provide an estimate.	None.
60	Contract	3.2.11			Recology	Can the City give some information on the six City-sponsored events each year? For example, what are the potential events and their typical attendance levels?	Examples of City sponsored events may include, for example, an annual Employee Recognition Barbeque or a holiday event on the Cross Kirkland Corridor. The City does not keep track of attendance levels at these events.	None.
61	Contract	3.3.2.6			Recology	Can the City provide a list of commonly used non-English languages spoken in the City?	Under Title IV, the languages that the City must provide essential information in include English, Spanish, Russian, Korean and Chinese.	Inserted commonly-used non-English languages in Section 3.3.2.6 to read "Commonly spoken languages in the city of Kirkland include English, Spanish, Russian, Korean, and Chinese."
62	Contract	3.3.4.1			Recology	Item 12 asks for a list of potential customers who are not in compliance with the City's mandatory collection requirements. However, if we are not the billing agent, we would not have access to this information. Can the City clarify their preferred process for determining compliance with the mandatory collection requirement?	Item 12 asks for a list of potential customers that are not in compliance with Kirkland's mandatory collection requirements. During the course of providing collection services, the Contractor may identify residents suspected of not subscribing to service and will report those residents the City for investigation. When reported to the City, the City will act to enforce the mandatory service requirements.	None.
63	Contract	3.3.5			Recology	Specific Procedures for Multifamily Properties, notes that, "although subject to change over the term of this contract, the initial standard for recycling service shall be equal capacity to the property's garbage service." Can the City clarify this? Does this mean that at the start of the contract, the contractor must provide multi-family customers recycling capacity at 100% of the MSW capacity, with the City retaining the right to increase this without limit?	The City expects all Multifamily Properties and Commercial Customers to be in compliance with requirements in Kirkland Municipal Code 16.08.012 (2) (E) (F) at the start of the contract which require, at a minimum, that the weekly recycling volume is equal to or greater than the weekly garbage volume for a given customers. Contract Section 3.2.5.1 includes parameters for increasing or limiting recycling capacities.	None.
64	Contract	4.2.1		24-27	Recology	Can the City clarify the adjustment protocol described in lines 24 to 27 on this page? Is this an average of the trailing 12 months ending 6/30, as opposed to the CPI figure at the point in time of 6/30?	As noted in the contract, lines 24-27, any ensuing year's CPI adjustment will be based on the CPI published for the 12-month period (June-to-June) ending June 30 of the previous year. For example, the CPI adjustment to go into effect on January 1, 2025 would be based upon the CPI-W published for the period ending June 30, 2024.	None.
65	Contract	4.2.2			Recology	Would the City be willing to adjust rates for unknown changes in state and local taxes during the term of the contract, as well	Yes. This provision is covered in Section 4.2.5.	None.

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						as during the time frame between contract award and contract inception?		
66	Contract	5.1			Recology	For item 12, can the City adjust this to "Intentional or fraudulent misrepresentation by Contractors in records or reporting?" We do not believe the intention of this performance fee is to include errors that did not have fraudulent intent.	Agreed.	Performance fee 12 has been revised to read <i>"Negligent or intentional misrepresentation by Contractors in records or reporting."</i>
67	Contract	3.1.3		18	Republic	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 4:00 am and 6:00 pm.?	The Contractor may request in writing an exemption for the hour requirements to accommodate special needs. A special need could include a situation where there is high-risk or a safety hazard. The City will consider any requests on a case-by-case basis.	No change.
68	Contract	3.1.11	11	18-21	Republic	Would the City provide section 4.1.1 referenced in this section, requiring approval of contamination charges? Section 4.1.1 does not exist in the current document.	This was an error and the appropriate reference is Section 4.1.	Section 3.1.11 has been revised to read the following <i>"The Contractor shall not charge Single-family Residence, Multifamily Property, and Commercial Customer contamination fees without the prior written approval of the City. If contamination fees are approved by the City for any or all customer classes, such contamination fees shall be subject to the provisions outlined in Section 4.1"</i>
69	Contract	3.1.12	13	3	Republic	Would the City consider removing requirement to tag all affected Customers' Garbage Containers during a re-route as it is labor intensive and is one of the least effective forms of communication in the modern digital age?	The City strongly disagrees with the statement that cart tagging is one of the least effective forms of communication in the modern digital age. Cart tagging has been very successful in Kirkland particularly in reducing contamination. However, in this instance, the City agrees that written notice combined with a second notification is sufficient to notify customers of a service day change. The revision does not eliminate cart tagging as a communication method, however.	Section 3.1.12 has been revised to read <i>"If the City approves the proposed change, the Contractor shall provide affected Customers with at least fourteen (14) days of written notice of pending changes for the collection day. At least seven (7) days prior to the approved day change, the Contractor shall notify all affected Customers by cart tags, automated notification call, texts, and/or e-mail of the pending changes."</i>
70	Contract	3.1.13			Republic	Would the city allow trucks with equivalent emissions to a 2022 natural gas truck as part of the Contractor's service fleet? Would the City consider not specifically requiring "Curotto-style" trucks for all Single-Family Residence collection as this has a negative impact on productivity and requirement is significantly different from how cities in our in our area our currently serviced today?	Per RFP Alternative 2, proposers may offer alternatives to the 2022 model year CNG collection vehicles required in the base contract. The use of front-end load "Curotto-style" collection vehicles for the collection of recyclables and compost is critical to the success of the City's efforts to reduce contamination. This truck configuration allows the driver to physically see any contaminants that fall out of customers' carts into the hopper so instant feedback can be provided to the	The text in RFP Alternative 2 has been revised to reflect that proposers may propose trucks with equivalent emissions to CNG trucks Section 3.1.13 has been revised to read: <i>"The Contractor shall use new model year 2022 natural gas-fueled front-end load "Curotto-style" collection vehicles for Single-Family Residence Recyclables and Compostables collection services performed under this Contract. The Contractor may use front-end load, side-load or rear-load collection vehicles or any combination thereof"</i>

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							customer through cart tagging. The City is willing to allow the use of other truck configurations for the collection of Single-Family Residence garbage and for the collection of Multifamily Property and Commercial Customer Garbage, Recyclables, and Compostables collection services.	<i>for Single-Family Garbage and Multifamily Complex and Commercial Customers Garbage, Recyclables, and Compostables collection services performed under this Contract."</i>
71	Contract	3.1.14.4			Republic	Would the City consider blue carts for recycling, grey carts for garbage and green carts for compost/yard waste to conform to the most common color scheme in the Pacific Northwest and as the current required configuration will result in higher inventory costs and less efficient cart distribution and delivery over the life of the contract?	Please see Question 30.	None.
72	Contract	3.1.19	20	38-41	Republic	Contractor may not be able to share all 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.	Clarification added.	Section 3.1.19 has been revised to read <i>"Except to the extent necessary to preserve the Contractor's attorney-client privilege and attorney work product doctrine rights, ..."</i>
73	Contract	3.1.19	21	19-29	Republic	The special compensation and performance fees in this section are up to ten times higher than those present in recent contracts. The liquidated damages significantly provide the unions leverage that is incompatible with the requirements to keep rates in line with any type of CPI that might be collected. In addition, this special compensation structure encourages unions to come to our area and strike even if the issues are not relevant to the local community. Would the city consider reduced special compensation and performance fee amounts?	The City places a high value on labor peace and uninterrupted collection service. The performance fees in this section are intended to be a reasonable estimate of the difficult-to-calculate damages the City would sustain in the event of a breach of the section and to ensure rapid and fair resolution to work stoppages. After consideration, the City is willing to halve the performance fees and special compensation amounts.	Performance fees and special compensation amounts halved.
74	Contract	3.1.19	21	41-44	Republic	The special fee per day of \$20,000 is far above what has been the local industry standard in recent contracts. Would the City consider a lower special fee in this section?	See Question 73.	See Question 73.
75	Contract	3.1.21			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.	Clarification added.	Section 3.1.21 has been revised to read: <i>"If such improvements, facilities, utilities or curbs are damaged by reason of the Contractor's negligent or intentional acts or operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same or pay the City for repairs; provided, further that it shall be presumed that such damage to street curbs is the responsibility of the Contractor."</i>
76	Contract	3.1.27			Republic	Would the city consider direct disposal payments to the county at the onset of the contract as this may provide the city	No. However, direct payment of disposal fees to King County may be considered at some point during the term of the contract.	No change.

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						significant savings as companies attempt to determine their acceptable rate of returns?		
77	Contract	3.2.2.1			Republic	<p>Recycling (and Compostable) charges should be reflected as line items on invoices, particularly in light of National Sword. Recycling is not free, and we need to share the value of recycling on the invoices (as shown in Section 4.1.). Please note, an agreement to the Section 4.2.4 terms will critical for any successful contract.</p> <p>There is an ability to expand the recycling list; there should be an opportunity to reduce the list, particularly considering National Sword.</p>	<p>Noted. If the City elects to proceed with a recycling market adjustment, the City may consider including line items on invoices.</p> <p>Please see Question 48.</p>	None.
78	Contract	3.2.2.3			Republic	Moisture is a contaminant and cardboard should be kept dry. Cardboard should fit inside a cart, not exposed to the elements, particularly considering National Sword.	Noted and agreed. This is an important education and outreach message to deliver to customers but policing customers who choose to place cardboard outside of their cart is impossible.	None.
79	Contract	3.2.2.3			Republic	Poly woven bags are problematic for operations and is a safety concern, would the City consider deleting this option?	No. The City used to provide poly-woven bags to residents that chose to participate in the City's "Adopt-a-Drain" program where participating residents were not charged by the City for extra units of yard waste placed in the easily identifiable poly-woven bags. The poly-woven bags were emptied by the driver and placed back at the curb. While the program is currently on hiatus, there are many bags still being used by residents and the program may return at some point in the future. The City has not encountered any operational or safety issues with poly-woven.	No change.
80	Contract	3.2.4.3			Republic	Would the City allow charges for opening gates and unlocking containers?	No. The City prefers to no longer charge for gate openings and unlocking fees. Unlocked enclosures and container can contribute to unsanitary conditions and theft of service and not charging these fees eliminates the barrier to use locks to reduce these impacts.	None.
81	Contract	3.2.5.1	32	5-7	Republic	Would the City consider allowing the Contractor to charge separately for garbage and recycling collection for multi-family and commercial customers?	No.	None.
82	Contract	3.3.2			Republic	Historical data has shown that Saturday utilization of the call center is very limited. Would the city consider modifications of the call center hours based on historical utilization?	No. It's important to the City that our residents and business have the opportunity to call the call center on Saturdays during the specified hours.	None.
83	Contract	3.3.5		32-34	Republic	Annual comprehensive service guide booklet every year could be an unwise use of natural resources. Digital guides accessible via website have been shown to be more readily	The City considers the comprehensive service guide booklet one of the most valuable tools to interact with and educate our residents.	No change.

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						<p>used. A first guide would be appropriate. After the initial publication, would City consider language that would provide for the publication and delivery of a new guide upon mutual agreement, when there is a significant change in materials allowed in each cart?</p> <p>Lines 32-34, In addition, would the city remove the educational cart tag requirement unless or until there is a significant change in materials allowed?</p>	<p>The City considers the guides to be not only a reminder of our guidelines, best practices, next-to-cart and drop-off services, Recycling Hotline, and other recycling and waste related programs and messaging, as well as notification of rate changes, but also a connection with the City's customers. The community is highly engaged with the guides and their annual mailing results in many interactions with customers. The City believes the benefits of directly engaging with its customers annually make the guides a worthwhile use of resources.</p> <p>The City believes that physical guides are valuable to equitably serve all members of the community. Kirkland is home to many elderly residents who do not make use of online information.</p> <p>Educational cart tagging has proven an effective means to provide customer feedback and improve recycling and composting behaviors. The City views educational cart tagging as a tool to increase participation in food scrap composting, reduce contamination in recycling and organics, and inform residents about next-to-the-cart curbside recycling services that are included with curbside collection service.</p>	
84	Contract	4.2.1			Republic	<p>Would the City consider a fixed 3.5% annual increase during the 8.5-year term of the contract?</p> <p>In the alternative, would the City consider Water Sewer Trash or Garbage Trash, (both subsets of CPI) with a 5% cap on the increase and place a bottom floor for the annual increase of at least 3.0% instead of CPI for the Seattle-Tacoma-Bellevue Metropolitan Area?</p>	<p>The City will consider all alternative service fee escalation mechanisms as submitted by Proposers in Alternative 6 in the RFP.</p>	None.
85	Contract	4.2.5			Republic	<p>Would the City consider lowering the triggering amount from \$10,000 to \$5,000 for a new or changes in existing taxes?</p> <p>Would the City consider changing the language of this section from a review where approval will not be unreasonably withheld to one in which the Contractor gives notice of the change and approval is given after calculation is confirmed?</p>	Yes.	Section 4.2.5 lines 16 and 22 have been revised to read \$5,000.
86	Contract	7.19			Republic	<p>Would the City consider changing this section to parties will evenly split all costs of the mediation, including attorneys' fees and expert witness fees?</p>	Agreed.	Section 7.19 has been revised to read "All costs of mediation, including the City's attorneys' fees and expert witness fees, shall be shared equally by the parties."

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87	Contract	7.5.1	65	23	Republic	<p>Contractor cannot provide an indemnity for Hazardous Waste, as this is outside the scope of the contract. Section 8.5.1(C) and all language after it in Section 8.5.1 needs to be struck.</p> <p>Page 65, Line 23, Would the City remove the word “sole” from this line such that the City would be responsible to the extent of their negligence even if they are not solely negligent?</p>	<p>No. The Contractor may violate an environmental law at various locations (including by one of its trucks or at one of its facilities), potentially giving rise to a claim against the City that we would expect the Contractor to be accept tender of defense and be responsible for. The Contractor should be responsible for any claims that result from its violation of environmental laws.</p> <p>Yes.</p>	<p>No change.</p> <p>Section 7.5.1 has been revised to read “...including all costs and attorneys’ fees caused by the negligence of the City, its agents, employees, officers or agents, to the extent of such negligence.”</p>
88	Contract	Appendix C			Republic	<p>Would the City consider removing from the list of recyclable materials Poly Coated Cartons and Boxes as they currently have little to no value as a recycled commodity after processing?</p> <p>As stated above would the City include the ability to remove items from the list of recyclable items in Section 3.2.2.1?</p>	<p>No. The City prefers to leave poly-coated cartons and boxes on the accepted list.</p> <p>The City may consider adding or removing an accepted item from the list in collaboration with the Contractor. Please see Question 48.</p>	<p>Please see revisions made in response to Question 48.</p>
89	Contract	Additional Comment			Republic	<p>Subsidization of any specific line of business should be called out and avoided. COVID-19 has drawn attention to how detrimental cross subsidization of lines of business can be to the financial success of a contract. It has been a longstanding practice for commercial rates to subsidize residential service rates. COVID-19 stands as a stark reminder as to why this temptation should be avoided.</p>	<p>Please see Question 2.</p>	<p>None.</p>
90	Contract	Definitions	3	43	WM	<p>Extra Unit: Would the City consider billing in partial yards for garbage containers?</p>	<p>No. The City prefers gallons.</p>	<p>No change.</p>
91	Contract	Definitions	4	12	WM	<p>Garbage: Would the City consider removing “industrial waste, swill, and ashes” from the definition of Garbage?</p> <p>This definition of “garbage” is too broad for the services provided in that the term should not include ashes (other than small quantities), industrial waste, or swill.</p> <p>With respect to “swill”, which is defined as a semiliquid food for animals (such as swine) composed of edible refuse mixed with water or skimmed or sour milk, this waste would be excluded under the definition of “Unacceptable Waste.”</p>	<p>The City agrees to remove “swill” from the definition but ashes and industrial wastes will remain in the definition.</p>	<p>The work “swill” has been removed from the definition of “Garbage”.</p>
92	Contract	Definitions	4	26	WM	<p>Hazardous Waste: The City does not have the authority to determine that a hazardous or dangerous waste under federal or state law is not a “Hazardous Waste” for purposes of this contract. WM cannot agree to abide by such a determination if</p>	<p>Text deleted.</p>	<p>Last sentence in subsection C has been deleted.</p>

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						the materials are hazardous or dangerous wastes under federal or state law. WM suggests (1) using an “or” instead of “and” at the end of B to clarify that the City can expand the list of what is “Hazardous Waste” under the contract but not narrow it; or, alternatively (2) deleting the words “as determined by the City” from C.		
93	Contract	Definitions	5	9	WM	Multifamily Property: The definition of Multifamily is two or more dwelling units, but that definition conflicts with duplexes that are listed under Single-Family Residences. Please clarify. WM suggests keeping it at three or more.	Inadvertent error.	The definition of Multifamily Property has been revised to read <i>“A building or portion thereof containing three or more dwelling units, unless an alternative definition is mutually agreed to by both Parties.”</i>
94	Contract	Definitions	5	41	WM	Single-Family Residence: The definition of Multifamily is two or more dwelling units, but conflicts with duplexes, which are listed under Single-Family Residences. Please clarify.	Noted. The definition of Multifamily Property has been revised to remove the conflict.	None.
95	Contract	1	6	25	WM	Would the City consider making both extensions made upon mutual agreement?	No longer applicable. See Question 7.	See Question 7.
96	Contract	1	6	33	WM	The 18-month notice period should allow for some flexibility if the parties agree to a shorter notice period. WM suggests inserting unless a shorter notice period is agreed to in writing by the Parties	No longer applicable. See Question 7.	See Question 7.
97	Contract	2	7	16	WM	Would the City consider deleting “or will in the future contain.” This clause requires the Contractor to certify to future statements, which cannot be done in advance. The Contractor can only certify to the accuracy of statements at the time of the statements, and not in advance.	Agreed.	Deleted “or will in the future contain.”
98	Contract	3.13	8	22	WM	Would the City consider a 7:00 am start time on Saturday for Commercial Customers within audible distance of Residential Customers?	No. The City wishes to limit the noise from collections made on Saturdays.	No change.
99	Contract	3.1.7	10	2	WM	Would the City consider all drop-off sites, during inclement weather, be open between the hours of 8:00 am to 3:00 pm?	No. The 7:00 a.m. to 4:00 p.m. provides customers with the opportunity to drop-off materials before work and the ending time of 4:00 p.m. provides a longer length of time for residents to take advantage of the service.	No change.
101	Contract	3.1.7	10	18	WM	Would the City add the following clarifying language: Delayed or interrupted collections as described in this Section are not considered service failures for purposes of Section 5.1 (Performance Fees).	Accepted.	Section 3.1.7 text has been inserted starting line 18 to read <i>“Delayed or interrupted collections as described in this Section are not considered service failures for purposes of Section 5.1 (Performance Fees).”</i>
102	Contract	3.1.8	10	23	WM	Would the City add or unsafe at the end of the sentence after “unreasonable”?	Yes.	The words “or unsafe” have been added after “unreasonable”.
103	Contract	3.1.8	10	27	WM	Would the City add threatening or intimidating behavior toward the Contractor as an additional example of disruptions or conflicts?	Yes.	Section 3.1.8 has been revised to read <i>“...Compostables, threatening or intimidating behavior toward the Contractor, or other such problems.”</i>

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104	Contract	3.1.11	12	17	WM	Would the City be open to allowing a contamination charge for recycling? Contamination is often not visible from the top of the cart (during a visual lid-lift audit) and therefore gets collected. Allowing a charge enables the hauler to recover costs associated with collecting and processing contaminated material. There is strong evidence charging for contamination is more effective than education alone in changing customer behavior.	No. The City is not interested in allowing contamination fees at this time but may consider them in the future per contract section 3.1.11. At this time, the City instead prefers to rely on the Contamination Reduction Plan in which customer carts may be removed due to chronic contamination if education and outreach fails.	None.
105	Contract	3.1.13	13	24	WM	If the City is requiring that all trucks be FEL "Curotto-style," this will exclude the use of automated side loaders (ASLs). WM currently uses ASLs for safe and efficient recycling and yard waste collection. Please allow for ASL trucks.	Please see Question 70.	Please see Question 70.
106	Contract	3.1.13	14	16 & 21	WM	Please clarify the route-recording and photo documentation expectations.	The City believes the requirements for route recording, on-board route management, and photo documentation are clear.	None.
107	Contract	3.1.14.2	16	2	WM	Detachable Containers and Drop-box Containers: The new contract does not allow the Contractor to charge for services (lock/unlock containers/gates or charge for locks). This approach will increase costs to all customers. Would the City consider that the Contractor only charge these services if requested by the customer?	Please see Question 80.	None.
108	Contract	3.1.14.3	16	46	WM	At the end of the Contract Term or in the event the Contract is terminated for any reason, all Containers used by Contractor to provide Contract Services, shall, at the option of the City, revert to City ownership without further compensation to the Contractor. Would the City consider excluding drop-box containers from this provision?	No. The City prefers to include Drop-Boxes.	No change.
109	Contract	3.1.14.4	17	45	WM	Would the City consider removing the every two (2) year requirement for relabeling containers and make it upon Customer or the City's request.	No, but the City is willing to change the requirement to every three (3) years upon Customer or the City's request.	Section 3.1.14.4 has been revised to read <i>"Containers used for the collection of Recyclables from Multifamily Property and Commercial Customers shall be relabeled by the Contractor at least once every three (3) years or upon Customer or the City's request for an individual Container. The City may waive the three-year mandatory relabeling requirement, at its sole option, for Containers with particularly long-lasting stickers."</i>
110	Contract	3.1.16	18	47	WM	In some circumstances, WM may not be aware of an incident until well after it has occurred. Also, it is often not possible to complete cleanups within three hours. WM requests a revision to the sentence to read: Failure to notify the City of the spill and/or failure to initiate clean-up or collection of leaked or spilled materials within	Language revised.	Section 3.1.16, line 45-47 has been revised to read <i>"The Contractor shall initiate the clean-up or collection of any discharge of liquid wastes or oils that may occur from the Contractor's vehicles of Containers prior to them being removed from service within</i>

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						three (3) hours of when the Contractor had knowledge of the incident.		<i>three (3) hours of when the Contractor knew or reasonably should have known of the spill."</i>
111	Contract	3.1.16	19	1	WM	Could the City clarify to what level of liquid discharge would be classified as a spill?	A spill is a release of a pollutant where there is imminent threat to human health, the environment, or the storm water drainage system.	None.
112	Contract	3.1.18	20	10	WM	Would the City consider adding as long as the workaround is reasonable at the end of the paragraph? WM notes that construction can occur over an extended period and WM may incur increased costs due to construction activities.	No. Line 7 commits both Parties to collaborating on a reasonable workaround and it implies that the potential increased costs will be considered in the workaround.	None.
113	Contract	3.1.26	25	6	WM	Many recyclers who process recyclables will generate significant quantities of residuals from the processing of the inbound recyclables. Glass recyclers will screen out paper, metal, plastics, dirt, rocks, etc. Same for plastics recyclers. Many of these recyclers have facilities in other states, some in other countries. It is impossible and unreasonable to require those recyclers to return the residuals to the King County Disposal System for disposal. What are the City's expectations with respect to residual generated from processing recyclables at distant facilities?	The City expects all residuals generated from the processing of recyclables at the Contractor's designated MRF and composting facility to be directed to the King County Disposal System. This would satisfy the City's obligation under its ILA with King County. It would be unreasonable to expect a secondary processor of accepted recyclables or compostable materials located in a distant facility to directed residuals to King County and the language in this section does not require that. The City encourages Proposers to see clarification from King County concerning its flow control regulations.	None.
114	Contract	3.2.2.1	28	29	WM	Would the City consider "The City and Contractor each reserves the right to engage in product stewardship..."	This section has been deleted as this is covered in Section 4.2.7.	Lines 29 and 30 of Section 3.2.2.1 have been deleted.
115	Contract	3.2.2.2	28	34	WM	WM requests the following revisions: The Contractor shall provide one collection Container to each Customer at no charge. WM requests the Residential default Recycling Cart size shall be 96-gallons. The Contractor shall offer and provide a second 35- or 96-gallon Recycling Cart on request to those Single-Family Residence Customers requiring less or more capacity than provided by the standard 96-gallon Recycling Cart at no additional cost.	No. The limitation of one cart would prevent the provision of a second recycling cart at no additional cost in paragraph 2. The City regards making a second recycling cart available to customers upon request as a way to more efficiently collect extra recyclables in lieu of the driver having to exit his or her vehicle to collect individual bags or boxes of recyclables. The City prefers to keep the 64-gallon cart as the default recycling cart size as that is currently the default size and increasing the default to a 96-gallon size would result in an unnecessary expense.	None.
116	Contract	3.2.2.2	28	39	WM	WM requests the following revisions: Recycling Carts shall be delivered by the Contractor to new Single-Family Residence Customers, those Customers requesting replacements, or Customers that had previously rejected their Recycling Cart, within seven (7) days of the Customer's initial request. Customers that regularly exceed the capacity of their recycling	This language is contingent upon the default recycling cart size remaining at 64-gallons because there is no cart size larger than 96-gallons. The City wishes to keep the default recycling cart size at 64-gallons and therefore agrees to the inclusion of the ability for a	Section 3.2.2.2 has been revised to read <i>"Customers that regularly exceed the capacity of their recycling cart may request either a larger replacement recycling cart of a second recycling cart, which shall be provided to the Customers at no additional cost."</i>

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						cart may request either a replacement larger recycling cart or a second recycling cart, which shall be provided to the customer at no additional cost.	customer to request a larger recycling cart in lieu of a second recycling cart.	
117	Contract	3.2.2.2	28	41	WM	"Regularly exceed is vague", would the City please clarify?	The term regularly exceeds means that a customer regularly places out extra materials outside his or her cart (more often than not).	None.
118	Contract	3.2.2.2	28	43	WM	Given our request above (Contract Page 28, Section 3.2.2.2, Line 44), would the City consider a charge for any additional Recycling Carts, beyond the two free of charge carts?	No. Per the contract provisions, a customer may request an additional cart or, as amended (See question 116), a larger recycling cart but may not request any additional recycling carts. We have not experienced any instances where a residential customer has required more than two recycling carts.	None.
119	Contract	3.2.3.2	29	30	WM	WM requests the following revisions: The Contractor shall provide one Compostable Cart to each Customer at no charge.	Agreed.	Section 3.2.3.2 has been revised to read <i>"The Contractor shall provide one Compostable Cart to each Customer at no charge."</i>
120	Contract	3.2.3.3	30	22	WM	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.	None.
121	Contract	3.2.4.2	31	28	WM	WM requests the following revision: "within three (3) business days."	Accepted.	Section 3.2.4.2 changed to read <i>"Containers shall be delivered by the Contractor to requesting Multifamily Property and Commercial Customers within three (3) business days of the Customer's initial request."</i>
122	Contract	3.2.4.3	31	35	WM	Multifamily and Commercial Customer Garbage Collection: The contract does not allow the Contractor to charge for services (lock/unlock containers/gates or charge for locks). In lieu of this approach, which will increase costs to all customers, would the City allow charges for these services as requested by the customer?	Please see Question 80.	None.
123	Contract	3.2.5.1	32	7	WM	Does the City intend for Multifamily and Commercial customers that subscribe to drop-box garbage service to also receive recycling service at no additional charge? If so, is the City willing to consider that only permanently scheduled drop-box garbage service customers qualify for an 8-yard drop box of recycling at no charge?	The City would like Drop-box Customers to receive up to eight cubic yards of embedded recycling service per week but any additional recycling services proved to Drop-box Customers will be fee-based subject to the terms in Contract Section 4.1.	Section 3.2.5.1 has been revised to reflect the limit of eight cubic yards of embedded recycling service for Drop-box Customers.
124	Contract	3.2.5.1	32	10	WM	This section uses the term "weekly recycling volume" and "weekly garbage volume" without defining these terms. Are these meant to reference the size of the Customer's	The weekly volume references are taken directly from Kirkland Municipal Code Section 16.08.12 (E) (F). To comply with the KMC,	None.

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						container? Would the City consider making the recycling volume commensurate to the garbage volume due to the volatile recycling market? Please clarify the language.	customers must be provided with at a weekly volume of recycling service equal to or greater than their weekly garbage volume. Weekly volume is defined as the size of each container serviced multiplied by the number of service days each week. For example, a customer with one 6-yard container serviced twice per week and one 8-yard container serviced once per week would have a total weekly volume of 20 yards.	
125	Contract	3.2.5.2	32	33	WM	WM requests the following revision: "within three (3) business days."	Accepted.	Section 3.2.5.2 has been revised to read "... Customers with three (3) business days of the Customer's initial request."
126	Contract	3.2.5.2	32	37	WM	Could the City specify the multi-lingual language(s) that recycling instruction decals should be?	Under Title IV, the languages that the City must provide essential information in include English, Spanish, Russian, Korean and Chinese.	Section 3.2.5.2 has been revised to read "Multi-lingual recycling instruction decals shall be affixed to Detachable Containers upon request and should be available in English, Spanish, Russian, Korean, and Chinese."
127	Contract	3.2.6.2	33	23	WM	WM requests the following revision: "within three (3) business days."	Accepted.	Section 3.2.6.2 has been revised to read "... Customers within three (3) business days of a Customer's initial request."
128	Contract	3.2.6.3	34	2	WM	WM requests a revision to read: The Contractor shall also provide free cleaning of containers for each customer once per year upon customer request.	Accepted.	Section 3.2.6.2 has been revised to read "The Contractor shall also provide free cleaning of containers for each Customer once per year upon Customer request."
129	Contract	3.2.7.3	34	31	WM	Dropbox Garbage: The contract does not allow the Contractor to charge for services (lock/unlock containers/gates or charge for locks). In lieu of this approach, which will increase costs to all customers, would the City allow charges for these services as requested by the customer?	Please see Question 80.	None.
130	Contract	3.2.8	34	44	WM	WM requests the following revision: "within three (3) business days."	Accepted.	Section 3.2.8, line 44 has been revised to read "... Customers within three (3) business days after the Customer's initial request."
131	Contract	3.3.2.4	41	31	WM	"Applicable and not misleading to Customers" is vague. Please clarify the standards for determining whether messages are "misleading".	Misleading implies that the information on the messages is not pertinent to Kirkland customers. For instance, the message could advertise a specific service that is not available for Kirkland customers.	None.
132	Contract	3.3.5	49	21	WM	Would the City consider allowing the Contractor to email copies of service guide booklet to customers who prefer that method versus print and delivery?	No. The City considers the guides to be not only a reminder of our guidelines, best practices, next-to-cart and drop-off services, Recycling Hotline, and other recycling and waste related programs and messaging, as well as notification of rate changes, but also a connection with the City's customers. The community is highly	No change.

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							<p>engaged with the guides and their annual mailing results in many interactions with customers.</p> <p>The tangible nature of a piece of mail serves as a prompt to get recycling questions answered. As the only piece of messaging that all customers receive other than their bills, it is also a representation of the service for which they are paying and demonstrates the value that both the City and its customers place on recycling. As such, it is a keystone piece of the City's communications with customers</p>	
133	Contract	3.3.5	49	22	WM	Could the City confirm that the annual comprehensive service guide booklet would go to all multifamily property managers but not multifamily residents?	The comprehensive guide is intended to be mailed to all multifamily residents and property managers.	Section 3.3.5 line 21, has been revised to read <i>"Each year, the Contractor shall print and deliver an annual comprehensive service guide booklet to each Single-family Residence and Multifamily Property apartment or condo unit and property manager no later than December 31."</i>
134	Contract	3.3.6	51	34	WM	WM requests that the City consider a lower penalty amount. A \$500,000 penalty is an extremely draconian penalty and would likely be unenforceable under Washington law because it serves as a penalty and not a reasonable estimate of the damages that the City could suffer in the event of a breach. Wallace Real Estate Inv., Inc. v. Groves, 124 Wn.2d 881, 894, 881 P.2d 1010 (1994) ("[A]ctual damages may be considered where they are so disproportionate to the estimate [of liquidated damages] that to enforce the estimate would be unconscionable.").	Noted. The \$500,000 is a reasonable estimate of the damages the City would suffer if this clause were breached and is consistent with the damages in other municipal contracts in the region. If the incumbent Contractor refused to cooperate with a transition, the City would incur significant expenses associated with the need to hire emergency contractor support and increased costs for a successor contractor that could be in the hundreds of thousands of dollars.	Section 3.3.6 has been revised to read <i>"... City five hundred thousand dollars (\$500,000) as a reasonable estimate of the damages the City would suffer in the event of a material breach of this Contract provision ..."</i>
135	Contract	3.3.6	51	37	WM	<p>WM requests that this section include a provision allowing for notice and the opportunity to cure an alleged default under this section. WM proposes the following:</p> <p>The City may assess this amount only (1) after providing to the Contractor with written notice of the alleged failure to comply with this provision, and (2) if, within ten (10) days of the notice, the Contractor fails to cure the alleged failure or fails to initiate efforts satisfactory to the City to cure the alleged failure.</p>	Agreed.	Section 3.3.6 revised to read <i>"Specific to this Section 3.3.6, the City may assess this amount only after providing to the Contractor with written notice of the alleged failure to comply with this provision and if, within ten (10) days of the notice, the Contractor fails to cure the alleged failure or fails to initiate efforts satisfactory to the City to cure the alleged failure."</i>
136	Contract	4.2.1	53	19	WM	Please clarify that the increase occurs on January 1st of each year. WM recommends the following clarification:	Accepted.	Section 4.2.1, line 20 has been revised to read <i>"...each service level shall increase on January 1 of each year ..."</i>

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						The Contractor's collection service charges and miscellaneous fees and Contract options contained in Exhibit B, excluding waste disposal fees, for each level of service shall increase on January 1st of each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index		
137	Contract	4.2.1	53	24	WM	The reference to a "request" is ambiguous and confusing because the annual rate adjustment should be automatic and should not require a "request". WM recommends revising this sentence to read as follows: Adjustments shall be based on the change in the CPI for the twelve (12) month period ending June 30 of the year prior to the January 1st adjustment date.	No. The Contractor is required to submit its rate adjustment to the City so staff can check that it has been calculated properly and is the correct interpretation of the contract language, and then, the proposed rates may be authorized by the City	No change.
138	Contract	4.2.1	53	32	WM	Would the City consider a cap at 8% to provide risk mitigation for the provider, allowing more competitive entry rates for the new contract?	No. The 5% is reasonable in light of the provision that if the CPI is negative, the floor is capped at 0%.	No change.
139	Contract	4.2.6	55	26	WM	This section is too vague and arguably would require a contract price adjustment every time the Contractor implemented any sort of cost-savings. Moreover, determining a cost-savings can often be difficult, especially for minor changes to our collection program. Finally, insofar as there is not a corresponding right to increases prices for program changes, WM feels it is inequitable to require reductions for cost-savings, but no increase for cost increases. WM requests that it be deleted.	No. The City prefers the language as written.	No change.
140	Contract	5.1	56	24	WM	This provision appears to be inconsistent with a later section that allows for the assessment of performance fees only after giving the Contractor the opportunity, where possible, to cure the deficiency but has failed to rectify the deficiency of which it has been notified.	Language revised.	Section 5.1 has been revised to read <i>"In the discretion of the City, the City may give the Contractor notice of an opportunity to cure the action or omission before assessing the relevant performance fees."</i>
141	Contract	5.1	56	#3	WM	In some circumstances, WM may not be aware of an incident until well after it has occurred. Also, it is often not possible to complete cleanups within three hours. WM requests a revision to the sentence to read: Failure to notify the City of the spill and/or failure to initiate clean-up or collection of leaked or spilled materials within three (3) hours of when the Contractor had knowledge of the incident.	Agreed.	The language Section 5.1 Performance Fee #3 has been revised to read <i>"Failure to notify the City of the spill and/or failure to initiate clean-up or collection of leaked or spilled materials within three (3) hours of when the Contractor knew or should have known of the spill."</i>
142	Contract	5.1	57	#7	WM	The City's definition of a block segment is: A block segment is defined as one side of a street, between cross-streets, not to exceed fifty (50) houses. This definition is ambiguous for non-traditional blocks, such as cul-de-sacs, that may only have a handful of houses. Please clarify and be more specific on the definition of a block segment.	No. We believe this definition is not ambiguous and is an improvement from Kirkland's current contract. This is a standard definition in most current municipal contracts.	None.

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143	Contract	5.1	57	#12	WM	This performance fee should be limited to only material misrepresentations. Furthermore, \$5,000 is an unreasonable amount that does not reflect a reasonable estimate of the City's damages. Would the City please reduce this amount to \$500?	No. Some misrepresentations in reporting or records could require the City to spend well in excess of \$5,000 depending upon the severity of the misrepresentation and any ensuing investigation.	None.
144	Contract	5.1	59	5	WM	The franchise should not require the Contractor to waive its right to seek judicial review of the City's decision with respect to performance fees. Such a provision is likely unenforceable and against public policy. The Contractor should retain all legal rights to obtain judicial review of the City's compliance with the franchise. For example, if the City fails to follow the Contract in assessing performance fees, such a failure would be a breach of contract and the Contractor should have the right to seek judicial review of such a breach.	Agreeable to a slight revision. Section 7.19 outlines the dispute resolution process if the Contractor is not satisfied with the City's final decision. Similarly, per the example provided, the Contractor may elect to invoke Section 7.19 if the Contractor believes the City is in some way in breach of contract and the matter cannot be first resolved through good faith discussions.	Section 5.1 has been revised to read, "The City's decision shall be final."
145	Contract	5.2	59	27	WM	This provision could arguably include Recyclables or Compostables in Garbage unknown to the Contractor. WM recommends similar language to that used in Section 5.1: The Contractor causes uncontaminated Recyclables or Compostables collected in clearly identified containers, bags or boxes to be disposed of in any way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the City	Accepted.	Section 5.2 (4) has been revised to read "The Contractor causes uncontaminated Recyclables or Compostables collected in clearly identified containers, bags or boxes to be disposed of in any way, such as in a landfill or incinerated at an incinerator or energy recovery facility, without the prior written permission of the City."
146	Contract	7.3.3	63	31	WM	Would the City consider adding to "primary insurance with respect to the operations being performed as a part of this contract, City, its officials...?"	Agreed.	Section 7.3.3 has been revised to read "The Contractor's insurance coverage shall be the primary insurance with respect to the operations being performed as a part of this contract and to the City, its officials, employees, and volunteers."
147	Contract	7.4	70	37	WM	Would the City consider changing the renewal or new bond(s) from sixty (60) days to thirty (30) days?	Agreed.	Section 7.4 revised to read "... the Contractor shall provide new bond(s) reasonably acceptable to the City no less than thirty (30) calendar days prior to the expiration of the bond(s) then in effect."
148	Contract	7.18	70	28	WM	WM requests this provision be deleted. The final contract should be a fully integrated and complete document. Incorporating an entire proposal can create ambiguities and conflicts, especially many years into the contract term. For example, if a WM identified in the proposal leaves the company, does that create breach because the proposal represented that that person would be involved with contract implementation. There are too many possible differences between the final contract and the proposal that could create united consequences by incorporating the proposal by reference.	No. If the proposer is not prepared to follow through on any of the City's RFP requirements or in its proposal in response to the RFP, the proposer needs to make note of that in its proposal. A proposer may take exception in its proposal or negotiate something different in the final contract. The language in this section also states that in such an event the contract language will take precedence.	None.

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149	Contract	7.19	70	42	WM	Would the City consider providing the parties split evenly the costs of mediation? Without such a provision, the Contractor will be disinclined to seek mediation (often a cost-effective and quick dispute resolution option) as a means of resolving disputes.	See Question 86.	See Question 86.