<table>
<thead>
<tr>
<th>Section</th>
<th>Hauler</th>
<th>Question/Comment</th>
<th>Response</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. RFP Section 1.2</td>
<td>WMI</td>
<td>Administration: “…The City currently enforces mandatory collection in WMI areas through the City’s management of the utility billing system. Essentially all WMI service area customers are subscribed to service (non-compliant customers are shifted to the default service level and billed regardless of use). Q: How many customers are non-compliant?</td>
<td>The City does not have a way to easily determine how many customers are at the default service level due to non-compliance. Since the City continues to charge the customers, the contractor needs to treat those accounts as active and provide service. There are approximately 40 accounts with suspended service by permission – either the water is off at the property or they have a service exemption.</td>
<td>None.</td>
</tr>
<tr>
<td>2. RFP General</td>
<td>Recology</td>
<td>Alternative 3 (page 3) allows for use of existing carts. This alternative states that the WM carts are available for use by a successive contractor, but the Republic carts are not. Can you provide an estimate of how many carts are owned by Republic that would not be available?</td>
<td>Based on the information from Form 2 and Appendix B.5, Republic appears to have a total of 11,347 carts.</td>
<td>None.</td>
</tr>
<tr>
<td>3. RFP Section 2.11.1</td>
<td>WMI</td>
<td>Industry Review Question #8 asked the City to consider a 50/50 scoring model. The City responded, “No, rates are very important to Auburn customers and the City already increased the qualitative component in response to its meetings with prospective proposers.” Q: Since rates are important to Auburn customers, would the City consider the rate evaluation set at 70 points and the qualitative aspects at 30 points?</td>
<td>The City selected the scoring ratio based on interviews with prospective proposers and follow-up comments provided during industry review. The RFP split represents a compromise between multiple proponents and City ratepayer interests. The City stands by the RFP scoring ratio.</td>
<td>None.</td>
</tr>
<tr>
<td>4. RFP §3.1.C.2:</td>
<td>Recology</td>
<td>We would like to again encourage the City to require contractors to maintain a call center in the Puget Sound Region. All four companies interested in this opportunity have shown they have the ability to provide local call centers, especially for contracts as large as the City’s. For example, Waste Management is opening a local call center at its Auburn operations to meet the needs of the Federal Way contract it was recently awarded. Requiring a local call center will not limit the proposers’ abilities to respond to this RFP, but it will have a positive impact on the quality of customer service provided to the City. Given that the City “considers customer service to be a very important aspect” of this contract, we feel it makes sense to include this requirement.</td>
<td>The call center location will continue to be qualitative scoring component rather than a prescriptive requirement. Proponents are encouraged to address this aspect of their proposals carefully, particularly considering the transition from City to contractor billing defined in the contract.</td>
<td>None.</td>
</tr>
<tr>
<td>5. RFP General (Industry Review Response)</td>
<td>WMI</td>
<td>“Although this is not a prevailing wage contract, the State’s published prevailing wage and benefits for King County is likely close to the current contractor wages. Proponents should provide documentation in their proposal that their compensation package is approximately equal to that published amount.” Q: Where in the RFP requirements is this noted so proponents can ensure we provide as part of a complete proposal?</td>
<td>The proponent may choose to address this within their proposal or cover letter. As different contractors may offer different compensation packages, please address total compensation provided to regular, full time drivers, including wages, health, and retirement benefits, by time of service. If the City has additional questions, those will be addressed during proposal evaluation.</td>
<td>None.</td>
</tr>
<tr>
<td>6. Contract Section 2</td>
<td>Recology</td>
<td>Although the issue of unilateral extensions was already discussed in the industry review, we feel it is a very important issue and would like to further explain why mutual extensions are beneficial to both parties, in the hopes that the City will reconsider its position. • A unilateral extension limits the City’s ability to take advantage of new technologies and programs that could develop over a 10 year contract term. New collection technologies, diversion programs, and alternative fuel vehicles are likely to be</td>
<td>Due to continued comment on this topic and the desire of the City to maintain as competitive environment as possible, the draft contract language will be revised to a fixed 10-year term with no extensions and no negotiation language. Section 1 of the draft contract will now read:</td>
<td>Draft contract will be revised as noted.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>developed in the next decade. Unilateral extensions limit the City’s ability to take advantage of potential new programs since there would be limited negotiation/program adjustment with the contractor.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• After 10 years, the contractor’s assets are beyond their useful lives. For example, collection vehicles typically have a 10 year lifespan, if well maintained; using vehicles past their lifespan has a negative impact on street wear &amp; tear, fuel efficiency, and safety. A unilateral extension forces contractors to continue to use outdated equipment and has a negative impact on the overall quality of the collection program.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Collection contracts must move away from unilateral extensions. We will be unable to submit a proposal if mutual contract extensions are not included in the agreement.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>“The Term of this Contract is ten (10) years from the Date of Commencement of Service.”</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Contract Section 4.1.3</td>
<td>WMI</td>
<td>“…Same-day make-up collections for Customers notifying the Contractor of a missed collection by 4:00pm may be performed until 8:00pm…”</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Q: Would the City allow for notification by 2:00pm with recovery by 6:00pm? Residential drivers start at 6:30am and may not drive more than 12-hours/day per DOT requirements.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Please note the word “may” in the sentence. This is intended to allow the contractor the flexibility of using a “float” driver to make up routes on the same day if they wish. It is not a requirement. There is no intention to add to regular drivers’ days or approach/exceed the DOT limit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Contract §4.1.18.</td>
<td>Recology</td>
<td>Please remove the $500 per day fee included in this section. This fee is redundant to the incremental fees stated 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 $500 per day fee to cover the Contractor’s failure to comply with a Strike Contingency Plan.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>If there is no penalty for failing to follow the plan, then the City has no assurance that the plan actually represents the actions that the contractor and City will take in the event of a labor disruption. Also, note that the $500/day penalty is trivial compared to the contract value.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Draft Contract Section 4.2.2.1</td>
<td>WMI</td>
<td>Industry Review Question #59 - “There is an ability to expand the recycling list; there should be an opportunity to reduce the list, particularly in light of China Sword.”</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>City responded, “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.”</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Q: The draft contract only speaks to additional materials to be recycled at no additional cost to the Contractor and does not speak to reducing the list.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>We suggest adding the following language: “Contractor reserves the right, upon notice to City, to reclassify Recyclables as Non-Recyclables for such period of time that the cost to process, transport and market such materials exceeds its then-current value.”</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The last two sentences of Section 4.1.11 state: “Based on waste prevention, product stewardship efforts, or changed market conditions, the City may elect to remove one or more materials from the Exhibit B list. The Parties agree to determine if such removal from the Exhibit B list creates significant costs or savings, and to explore changes in compensation per Section 5.3.”</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>It is the City’s decision whether to eliminate a material due to changed market conditions. The commodity value mechanism should broadly compensate the contractor for lower market values. In the event that market values are persistently low for a particular material, the City may choose to remove that material to raise the overall market value of the remaining mix, with the expectation that the benefit of that removal would be reflected in the credit/debit provided to the customer. The City and the contractor would then need to address any processing cost increases or savings.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The City is unlikely to take removal of any materials lightly, as the City cooperates with other jurisdictions in regional policy, and the decision on whether to broadly realign the range of materials collected is likely to require regional coordination. For that reason, the proposed language is not acceptable to the City.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Draft Contract Section 4.2.3.3</td>
<td>WMI</td>
<td>Last sentence of the last paragraph references “…then-current Administration Fee.”</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Q: Reference to Administration Fee should be removed since the City confirmed during Industry Review there would be no Administration Fee.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Thank you for catching that error. The final contract will be revised accordingly.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Draft contract will be corrected.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Draft Contract Section</td>
<td>WMI</td>
<td>Compost service levels available to Multifamily and Commercial Customers are listed as: (1) one 35-gallon cart (weekly), (2) one 64-gallon cart (weekly or twice-weekly), and (3) one 96-gallon cart (weekly or twice-weekly). Appendix C, Form 2, Rate Proposal lists the additional services of weekly 1-yard and 2-yard service levels. Q: Please update the draft contract section to reflect the 1-yard and 2-yard service levels or delete the sizes from Form 2 for consistency.</td>
<td>The draft contract will be updated to reflect the 1-yard and 2-yard service levels.</td>
</tr>
<tr>
<td>---</td>
<td>------------------------</td>
<td>-------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------</td>
</tr>
<tr>
<td>12.</td>
<td>Draft Contract Section 4.2.6.2</td>
<td>WMI</td>
<td>“Customers may, at their sole option, direct the Contractor to routinely re-line Compostables Carts with approved biodegradable liners for the per unit rate specified in Exhibit E.” Q: Do you intend this service to be embedded in the service level rates or should Appendix C, Form 2 be updated to add a separate rate for the service?</td>
<td>This service shall be fee-based.</td>
</tr>
<tr>
<td>13.</td>
<td>Draft Contract Section 4.2.8</td>
<td>WMI</td>
<td>“...The charges for temporary Detachable Container service as listed in Exhibit E shall include delivery, collection, distance, and disposal or processing for Recyclables or Compostables. No additional fees other than those included in Exhibit E may be charged. Temporary Garbage services do not include collection and shall not exceed ninety (90) days in duration...” Q: Please clarify City’s intent since a separate reference in same Section states Temporary Detachable Container service includes delivery, collection, distance, and disposal or processing for Recyclables or Compostables.</td>
<td>Temporary services for detachable containers include collection, services for drop-boxes are per-haul. Section 4.2.8 is revised to read: “The Contractor shall maintain a sufficient Container inventory, including Detachable Container and Drop-box Containers, to provide delivery of empty Containers by the Contractor to temporary Customers within three (3) business days after the Customer’s initial request. The charges for temporary Detachable Container service as listed in Exhibit E shall include delivery, collection, distance, and disposal or processing for Recyclables or Compostables. No additional fees other than those included in Exhibit E may be charged. The per-haul charges for temporary Drop-box Containers include delivery. Disposal and distance charges (if any) shall be charged separately, as is done with permanent Customers. Temporary Garbage services do not include collection and shall not exceed ninety (90) days in duration. Customers requiring service for more than ninety (90) days shall subscribe for regular combined Garbage, Recycling, and Compostables service.”</td>
</tr>
<tr>
<td>14.</td>
<td>Draft Contract Section 4.3.3</td>
<td>WMI</td>
<td>Please consider adding a service charge for customers who chose to receive a paper invoice versus going green with paperless invoicing.</td>
<td>The base rates proposed on Form 2 include paper billing. Proponents may offer discounts for paperless billing. Please note the amount and application of any discounts in your proposal.</td>
</tr>
<tr>
<td>15.</td>
<td>Draft Contract §5.2.2:</td>
<td>Recology</td>
<td>Please revise to include language stating that a rate increase to cover changes in disposal and composting fees will not be unreasonably withheld.</td>
<td>The disposal fee adjustment process in the contract is clearly stated and based on King County Council approved disposal fees. The City is willing to consider the merit of changes in composting fees, but lacking a regional contract or other regulatory framework for fees, cannot agree to open-ended changes over the term of the contract.</td>
</tr>
<tr>
<td>16.</td>
<td>Draft Contract Section 8.15</td>
<td>WMI</td>
<td>Please explain why Contractor would be required to notify Customers of a Force Majeure event when as written, the contract language essentially limits such events to large scale catastrophes and notice to City would be proper but notification to Customers would be as able depending upon the type of event. Note customer notification is properly required under inclement weather policies.</td>
<td>This depends on the type of Force Majeure event. In the event of some natural disasters, the contractor may have a reasonable idea of which areas (if any) can be served, and it is reasonable to expect that the contractor would attempt to notify customers of their current collection status or any alternative arrangements that may be provided.</td>
</tr>
<tr>
<td>17. Auburn RFP</td>
<td>WMI</td>
<td>Potential Annexation Areas Map</td>
<td>The existing language does not seem burdensome, but the City is willing to fine tune that provision during contract finalization.</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Appendix B.3</td>
<td></td>
<td>Q: The map provided does not contain street names. Please provide a larger map defining the area and potential number of customers in each of the three potential annexation areas.</td>
<td>The maps of Klump, Totem, and Pierce potential annexations areas are included as attachments C, D, and E. Based on parcel information: Klump has the potential for 29 customers; Totem has the potential for 64 customers; and Pierce has the potential for 75 customers. See attachments.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18. Auburn RFP</td>
<td>WMI</td>
<td>Exhibit B, #3, Monthly reports shall be provided to the City’s Solid Waste and Recycling Supervisor on a monthly basis. Monthly reports shall include the following: (a) Bag Count, (b) Bios collected, (c) Litter can overflow, (d) Graffiti removals (if any), (e) Location and hours of requested pressure washing (if any), and (f) Event service (if any). Q: Please provide copies of Recology Cleanscapes monthly reports submitted to the City for 2017 - 2019.</td>
<td>The monthly reports are included as attachments F, G, and H. See attachments.</td>
<td></td>
</tr>
<tr>
<td>Appendix E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19. Auburn RFP</td>
<td>WM</td>
<td>Exhibit B, #7, Service. Under cost column, TBD is listed for Graffiti Removal, Event Service, and Bulky Item Removal. Q: Have these services been provided by current contractor, Recology Cleanscapes and has a rate been established? If so, please provide the rate.</td>
<td>The City has not utilized these services, so no rate has been established. None.</td>
<td></td>
</tr>
<tr>
<td>Appendix E</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Auburn RFP</td>
<td>WM</td>
<td>Please provide Forms in Word format. Would the City allow non-material adjustments/changes to the Forms to accommodate specific proposer details such as Assistant Secretary versus Secretary as the signatory?</td>
<td>Please check with the City contact regarding specific changes. Changes like that proposed are likely acceptable. None.</td>
<td></td>
</tr>
</tbody>
</table>