

Questions from Waste Connections

- What is the replacement cost to the hauler for damaged carts or carts that get eaten? How is the normal wear and tear on carts determined and if hauler disputes who is at fault for broken or damaged cart(s)?
 - Replacement cost of the cart will be current rate at time of loss, today is \$54/cart. Excessive damage outside typical wear and tear would be determined by warranty denial from manufacturer and/or obvious neglect – such as slamming carts down on pavement too forcefully or crushing in the hopper.
- Do maps need to be submitted with RFP or once awarded zone(s)?
 - All details will be appreciated with proposal and will be considered with evaluation; however, maps are not required.
- Can you please clarify what type of access you are wanting for route status?
 - Best case, live, web-based feed of truck location on the route. However, alternate means to satisfy this availability will be assessed as part of the overall response evaluation.
- How do you want us to bid Carlisle for 2023? Are we to take into account the annual allowable increases, or price it as if it were to start in 2022?
 - Price as if it were to start in 2022, because it would launch with rates in effect on July 1, 2023 – so the increase would be incorporated.
- Is Urbandale part of the Compost it program now, and are they to be included for YW? They were only listed as Recycle in Table 1.
 - Urbandale does participate in Compost It!, however, their Public Works staff collects the yard waste, so the only service to bid for Urbandale is recycling collection.
- Do you have a count by community for those that have exceptional (house side) service?
 - Approximately 1% overall
- Appliances: Is there a disposal cost to the hauler?
 - Appliances brought to Metro Park East Landfill cost \$15 per appliance, haulers are paid \$35 per appliance for curbside collection.
- Can you please clarify more on what you are looking for regarding cameras and windscreens on trucks?
 - See page 28 of the RFP.
- Can you provide the current costs for trash and recycling per community?

	96 gal	96 extra	48 gal	48 extra
Clive/Grimes/Johnston/Polk City	\$8.32	\$6.73	\$7.61	\$6.02
Altoona/Pleasant Hill/Mitchellville/Runnells	\$8.95	\$5.83	\$8.22	\$5.10
Windsor Heights/Bondurant/Norwalk	\$8.32	\$6.73	\$7.61	\$6.02
West Des Moines	\$9.21	\$7.93	\$8.67	\$7.39

- What is the rate per ton currently paid for yard waste?
 - \$159.82
- If Ankeny chooses to join, there were no city owned facilities listed to be included. Will those be added later or will they become part of the RFP as well?
 - Added later.

Questions from Waste Management

- For the lifting safety of front line employees, will MWA implement a weight limit of 50 lbs for stickered bags and stickered bundles of yard waste?
 - A 40 pound weight limit is already included in consumer education.
- For the lifting safety of front line employees, will MWA implement a weight limit of 50 lbs for bulk items and/or define that they “cannot be larger or heavier than two people can safely lift and carry”? MWA has a list on their website of common bulk items and the number of stickers necessary for each. To support reference to commonly accepted items and the number of stickers each would need, will MWA include this item and sticker list as an appendix to the contract documents?
 - No, because one list could never completely address every item that could be appropriately set out for collection. The list on the website is for reference only, to provide examples and relative cost for disposal.

- For the lifting safety of front line employees, will MWA refine the definition of “Appliance” in section 1.3 to ban the setting out of commercial appliances, such as those used in restaurants?
 - Red line if requested.
- As a hauler, our rates are based on the economies of scale achieved through the full house count presented for each Zone. In the unanticipated event a community opted to stop participating in MWA’s services for municipal solid waste, recycling, or yard waste collection services, would a negotiated price adjustment be provided to the hauler to reflect the increase in cost due to the decreased economies of scale?
 - Red line if requested.
- For the safety of front line employees during collection and transportation of all waste streams, and to protect MWA from any non-permissible material coming to their landfill or other facilities, will MWA add to the definitions section of the Contract a definition for “Excluded Materials” such as the following:

Excluded Materials means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of Company's structures or equipment.

 - Red line if requested.
- Will MWA provide a definition for the Monthly Disposal Fee (MDF), just as they have for the Monthly Collection Fee (MCF)?
 - Red line if requested.
- Section 1.34 provides a definition for “Semi-Automated Collection”. This definition is not referenced anywhere in the proposed Contract. Is there a reason it is provided in the definitions? If not, will MWA remove it?
 - Red line if requested.
- Section 1.35 refers to “home storage container(s)”. Is this a reference to MWA provided carts? If not, are “home storage containers” to be interpreted as personal carts owned by residences or something else?
 - Yes, MWA approved carts, update to Section 1.34.
- Section 1.35 references the proper set out process of “Solid Waste, Recyclable Material, or Yard Waste” streams. Will MWA include references to bulk items and appliances in this section to demonstrate that they also must have proper set out procedures followed for timely collection to occur?
 - Yes, update to Section 1.34.
- Section 2 states that “The Agreement may be extended for up to two (2) three (3) year periods at the sole discretion of MWA. Such renewals, if any, will be at the sole discretion of MWA. The right of MWA to extend the initial term does not constitute or imply any obligation by MWA to renew the contract.” Will MWA revise this language to reflect “The Agreement may be extended for up to two (2) three (3) year periods upon mutual written agreement of the Parties.”?
 - No.
- Section 3.2 states that “For the term of this Agreement, MWA will be solely responsible for determining the house count to be used.” Will MWA revise this language to reflect that “The house count should be determined using all available data from member communities, MWA, and the Contractor, and as mutually agreed by MWA and the Contractor.”? If not, then what would MWA propose as the mechanism to resolve a house count dispute?
 - Red line if requested.
- As it relates to new customers resulting from new construction or annexation, Section 3.2 states that the “Contractor will need to...collect bagged trash from the curb for up to two (2) weeks or until carts have been delivered by MWA.” The intent seems to be that curb collection of bags need not continue beyond two (2) weeks, but as currently worded, this infers that curbside collection must continue beyond two weeks if carts haven’t been delivered by then. Will MWA revise this language to reflect that Contractor will need to “collect bagged trash from the curb until carts have been delivered by MWA or for a maximum of up to two (2) weeks, whichever comes first.” If not, will a negotiated change in rate be allowed to reflect the increased cost of curb collection of bags that may need to occur beyond two (2) weeks?
 - The intent is for the hauler to collect bagged trash from the curb until carts have been delivered by MWA or for up to two (2) weeks, whichever comes first.

- Section 3.2 states that “The Contractor shall clean up any spilled Solid Waste, Recyclables, or Yard Waste, if any, immediately.” Will MWA revise this language to reflect that “The Contractor shall clean up any Contractor caused spills of Solid Waste, Recyclables, or Yard Waste, if any, immediately.” Will MWA apply similar language changes to Section 5.2 as it relates to “any consequential cleanup” such that it is to be understood that the Contractor is only responsible for clean ups of spills caused by the Contractor?
 - Red line if requested.
- Section 3.2.3 states that the “Yard waste season...is subject to change at the sole discretion of MWA.” To assure alignment in operational capabilities and the ability to meet service standard expected by MWA member communities, will MWA revise this language to reflect that changes to the yard waste season can only occur based on mutual agreement? If not, will additional, negotiated compensation be allowed for any deviations to the otherwise currently defined yard waste season?
 - Update to Section 3.2.3.
- Section 3.5 talks about providing exceptional service “to elderly or disabled persons”. What will be the qualification for what classifies as “elderly or disabled persons”? Will MWA verify a resident’s age or disabled status before requiring a Contractor to provide exceptional service? Will the resident be required to fill out a form to qualify for exceptional service?
 - MWA verifies residents are appropriate candidates for exceptional services.
- Section 3.7 states that “Exceptions to collection hours shall be affected only upon the mutual agreement of MWA and the Contractor.” Will MWA revise this language to include that “Exceptions to the collection hours may be expected and will not be reasonably withheld for Force Majeure Events, Inclement Weather, and Natural Disasters.”?
 - Red line if requested.
- Section 3.9 states that “Collection Service will be suspended due to inclement weather only upon order of MWA.” Will MWA revise this language to state that “Collection Service will be suspended due to inclement weather upon mutual agreement of MWA and the Contractor, and such requests from the Contractor shall not reasonably be withheld.”?
 - Red line if requested.
- Section 3.9 states that “In the event a holiday and an inclement weather delay occur in the same week, collection on a Sunday may be required to maintain the weekly collection schedule provided that applicable MWA facilities can be open.” Will MWA revise this language to state that “In the event a holiday and an inclement weather delay occur in the same week, collection on a Sunday may be required to maintain the weekly collection schedule provided that applicable MWA facilities can be open, and provided that Contractor’s operations on Sunday would not violate any local, state, or federal law or regulations.”?
 - Red line if requested.
- Section 4.3 states that “If the Contractor requests a route change after commencement of this contract, the request must be submitted to MWA in writing at least 90 days before going into effect.” Will MWA revise this language to thereafter include the sentence “Such requests shall not reasonably be withheld.”?
 - Red line if requested.
- Section 5.1 states that “MWA will have the sole discretion as to whether a collection vehicle may be used for the purposes of this Agreement.” Will MWA remove this language? If not, will MWA otherwise revise this language to demonstrate that “Such a determination must be objectively tied to the equipment criteria detailed in Section 5.1.”?
 - Red line if requested.
- Section V. of the RFP speaks to appliance collection and disposal, stating that the “Contractor will assume the cost of the disposal rates...” Will MWA revise this language to show that MWA will cover in full the tip fee for appliances, independent of where MWA dictates that they be delivered? If not, will MWA provide the current tip rate for appliances at MWA facilities and assure that any increases thereof, or increased cost of disposing appliances at alternate facilities as directed by MWA, will allow for proportionate adjustments in payment to the Contractor such that the aggregate increase in appliance tipping fees is not to be absorbed by the Contractor?
 - Current tip rate for appliances at Metro Park East Landfill is \$15.
- Section 6.4 states that “The Contractor shall distribute pre-printed materials supplied by MWA to each Eligible Residence up to twice per year.” Will MWA add to this language that “Covering the cost of postage through the United States Postal Service (USPS) for such pre-printed materials to be mailed to each Eligible Residence is an acceptable means of distribution.”?
 - Red line if requested.

- Section 6.6 speaks to the need for the Contractor to “make a record of each complaint received on a form approved by MWA...” Also, that “The Contractor shall maintain all such forms during the term of this Agreement...” To facilitate the standardization of these records for MWA’s benefit, will MWA create and provide such a standardized form as an appendix to the Contract documents that all Contractors shall use independent of the waste stream or Zone being collected? Also, will MWA revise the language to remove the requirement that the Contractor maintain records of these forms for the term of this Agreement?
 - Red line if requested.
- Section 9 speaks to the reporting of waste stream volumes and states that “...Bulky Waste shall be reported in tons.” Since Bulky Waste and Solid Wastes are often collected in the same collection trucks, it is not our understanding the Bulky Waste is currently weighed separated from other Solid Waste streams under MWA service agreements. However, Bulky Waste volumes from Spring Clean Up events could be. Will MWA revise this language to state that “...Bulky Waste from Spring Clean Up events shall be reported in tons.”
 - Yes, update to Section 9.
- Section 12.3.2 states that “The Contractor shall not engage the services of any persons in the employ of MWA at the time of commencing such services without the written consent of MWA.” Will MWA remove this language?
 - Red line if requested.
- Section 13.2.2, bullet (3) and Section 13.4.2, bullet (2) both state “All rights and remedies of the Contractor shall be cumulative and the exercise of any right or remedy shall not be deemed a waiver, relinquishment, or abandonment of any other right or remedy.” Section 13.5 states “The proper exercise of the right of termination is in addition to, and not in substitution for, such remedies whether damages or otherwise of the Party exercising the right of termination.” Both statements give MWA the right to subject the Contractor to additional penalties for Contract failures in addition to and beyond the charge of liquidated damages. Will MWA remove this language from both sections, and from any other sections where similar language may be found?
 - Red line if requested.
- Section 14.1.1 speaks to Force Majeure language. Will MWA add the word “pandemic” to the Force Majeure language?
 - Red line if requested.
- Will MWA provide the current total count for large carts and small carts in all participating member communities for both solid waste and recycling waste streams?
 - A very small population of households have 48 gallon carts, totally less than 5% of the overall carts in service.
- Section 7.3.2 states that “The MCF non-fuel portion shall be adjusted annually to reflect the annual change in the Consumer Price Index (CPI) (Midwest Region, all items) as published by the U.S. Department of Labor, Bureau of Labor Statistics.” In order to allow for a Consumer Price Index (CPI) that more accurately reflects changes in industry costs within the solid waste collection industry, will MWA revise this language to state that “The MCF non-fuel portion shall be adjusted annually to reflect the annual change in the Consumer Price Index (CPI) (Water, Sewer, and Trash) as published by the U.S. Department of Labor, Bureau of Labor Statistics.”?
 - No
- Section 7.3.4 states that “The Monthly Household Fee may increase or decrease...” for the various waste streams. Will MWA revise this language to reflect that, “For each respective waste stream and Zone, the Monthly Household Fee will never be allowed to decrease more than 2.5% on an annual basis, when compared to the prior year’s Monthly Household Fee.”? Also, will MWA revise this language to reflect that “For each respective waste stream and Zone, there is a pricing floor such that the Monthly Household Fee shall never decrease below the first year’s Monthly Household Fee implemented at the beginning of this agreement.”?
 - Red line if requested.
- Addendum #1 included the new addition of a pricing table for City Services that may fall less than three days apart. This table includes roll off sized containers of 20, 30, and 40 cubic yards. However, the current Schedule 2 (Participating Member Community Facilities Collected at No Charge) does not indicate containers of this size are being used. Will MWA provide the quantity and locations anticipated for free roll off use at participating member community facilities? Otherwise, will MWA remove those container sizes from the newly added pricing table?
 - Update to pricing table on page 71 of RFP.
- Section 11.1.2 speaks to insurance certificates and states that “The certificates shall state that 30 days advance written notice will be given to MWA before any policy covered thereby is changed or canceled.” Will MWA revise this language to state that “The certificates shall state that 30 days advance written notice will be given to MWA before any policy covered thereby is canceled.”? Many insurance carriers will not agree to provide policies requiring notice for changes to a policy, since changes are instigated by the policy holder and the policy holder would therefore be responsible to inform MWA of the change – not the insurance carrier.
 - Red line if requested.

- Section 11.2 speaks to Worker’s Compensation insurance and states that “The policy shall include an “all-states” endorsement and include MWA, its agents, officers, and employees as an additional insured.” Will MWA remove this sentence? It is our understanding that third parties cannot be added to worker’s compensation or employer liability policies, which are meant to cover a specific employer’s employees.
 - Red line if requested.
- Will MWA revise the Vehicular Liability, General Liability, and Umbrella Liability insurance requirements in sections 11.3, 11.4, and 11.5, respectively, to show the coverage value desired for a combined single limit for bodily injury and property damage using language such as “Combined single limit for bodily injury and property damage of no less than: \$1,000,000 each accident.”?
 - Red line if requested.