



**City of Tacoma  
Environmental Services/Solid Waste Management  
Organics Processing Service Contract  
Select Specification No. ES21-0615F**

**QUESTIONS and ANSWERS**

All interested parties had the opportunity to submit questions in writing by email to Dawn DeJarlais by November 9, 2021. The answers to the questions received are provided below and posted to the City's website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org). Navigate to *Current Contracting Opportunities / Services*. and then click *Questions and Answers* for this Specification. This information IS NOT considered an addendum. Respondents should consider this information when submitting their proposals.

**Question 1: If the City selects multiple proposers, will the percentage share be allocated to each composter by month? We suggest monthly to allow for capacity management and equity during peak seasons.**

**Answer 1:** The specific number of proposers selected and the percentage allocated will be dependent on the proposals received. The actual tonnage allocations will be determined in the contract(s) awarded.. However, as discussed under Background (item 1 in RFP), "If the City enters into a Service Contract with two companies as a result of this RFP, the total tons of organics allocated to each company monthly would be split approximately 50%/50% or 30%/70% (plus or minus 5 percentage points). During operations, that approximate tonnage split would typically be applied each operating week but the City reserves the right to deviate from the target allocation should operating conditions, road closure/congestion, or emergencies suggest a deviation is in the City's best interest"

Section 7 of the Service Agreement, Appendix B, states: Each month, the CITY will provide to the CONTRACTOR \_\_\_% of CITY Organic Materials available for processing plus or minus 10 percentage points. The CITY may, at its sole discretion, reduce the percentage provided to the CONTRACTOR. The CITY may request that it increase the percentage provided to the CONTRACTOR (but the CONTRACTOR is under no obligation to process a higher percentage). The CITY will provide CONTRACTOR with six month notice of any reduction or proposed increase in the percentage of Organic Materials provided to the CONTRACTOR.

Addendum No. 1 is being issued to clarify the allocation for organic materials from the City will be monthly plus or minus 10 percentage points.

**Question 2: Can the City provide more information for how they will allocate tons if multiple proposers are selected?**

**Answer 2:** See response to Question #1.

**Question 3: For example, what will happen if the City does not give the proper monthly allocation between facilities?**

**Answer 3:** The RFP and draft Service Contract state that monthly allocation may differ within plus or minus 10 percentage points. Additional language to the terms and

conditions to a future contract will be determined at time of award as determined by the City. The RFP, Section 10, Part 6 allows for the Proposers to provide any exceptions to the City's Service Contract, Exhibit A Scope of Work and Exhibit B Insurance Requirements.

**Question 4: If the City adds collection of post-consumer food waste, do you have any estimates on tonnage for that stream?**

Answer 4: See RFP, Background, Post-consumer Food Waste (pg. 12 of RFP file) which states, "The City has the following quantitative data related to the amount of food waste in the collected waste stream: 1) In December 2014, Tacoma Solid Waste Management Organics Feasibility Study (available for review upon request), the following estimate was included, "As of the date of this study, the City has 44,023 residential yard waste customers, which results in an estimate of 5,952 tons per year or 114 tons per week of food scraps that would be diverted to the facility if it were operating today."; 2) The 2015 Waste Composition Study (link below), page 69-71, provides single-family residential composition information for the three seasons that were studied in 2015. Based on that study, food waste was less than 5 percent of the organics stream (Exhibit B). We will be looking at options to increase diversion of food waste to be in line with the state's goal of decreasing food waste. At this time we do not have specific strategies or estimates of potential quantities that might be captured. Based on past experience, the actual increase of food waste collected will be small, and take place over a long period of time."

**Question 5: We have seen success and research studies show that allowing compostable bag liners increases food waste diversion. Would the City be interested in including these on their accepted list?**

Answer 5: At this time, we have not wanted to allow compostable bags because of the confusion that can result, potentially leading to increased contamination. We would be open to discussing the pros and cons in the future if the selected vendor or vendors supports this material being included.

**Question 6: As a privately held business, Cedar Grove cannot share audited financials. Would the City accept a reference letter from our bank as a substitute? Additionally, as a bond is required, our bonding company will have access to financial standing information as needed to secure the bond which should establish the financial standing the City seeks.**

Answer 6: See Section 9 of the RFP under Feasibility which states: In the event Proposer does not have audited financial statements, the three most recent years of business tax returns, with supporting schedules, may be provided.

**Question 7: If a proposal includes a primary and secondary facility, what specific information would the City like to see for the secondary facility that is not expressly required? For example, does the City want 6 references? 2 EMRs? The proposal clearly requests a narrative of both facilities and other information like tonnage, capacity, and valid permits.**

Answer 7: Please refer to RFP, Section 9, Content to Be Submitted, which clearly defines what we are requesting for the back up facility. Other items such as references and EMRs should be representative of your overall operations and included your proposal.

**Question 8: Would the City be willing to include a reasonable change in law provision for changes to rules/regulations that would seriously impact the processor? This is a long-term contract and a change in laws could occur that may require a reasonable contract adjustment.**

Answer 8: Additional language to the terms and conditions to a future contract will be determined at time of award as determined by the City. The RFP, Section 10, Part 6 allows for the Proposers to provide any exceptions to the City's Service Contract, Exhibit A Scope of Work and Exhibit B Insurance Requirements.

**Question 9: In reviewing the Proposal Cost Calculator, it indicates a load of 22 tons per trip. Does this indicate that material received would be transported underground?**

Answer 9: Yes

**Question 10: If the answer to question #9 above is yes, would the City consider a scenario that involves grinding the material before transportation?**

Answer 10: Currently the City is not interested in grinding the material.

**Question 11: The RFP indicates that City personnel and equipment would transport all materials. Would the City consider pricing that would include a Respondent performing the transportation from the City Transfer facility?**

Answer 11: The RFP states in Section 9, Content to be Submitted, under Exceptions to the Contract Terms that Proposers are required to specify in writing explaining exceptions and providing any proposed alternative wording for each exception. Addendum #1 will clarify further how Proposers may provide alternative proposals.

**Question 12: If the City exercises it's option to award to multiple Respondents, what effect would this have on the amount of the Performance Bond? As an example, would a Respondent who was awarded 70% of the volume only need to Bond for 70% of the total Contract?**

Answer 12: Proposers are not required to submit Performance Bonds with their proposal and the value of the Bond will be based on the contract value.

**Question 13: If two facilities partner together, and thus must provide similar information on each location, does the limit of 20 double sided and 40 single sided pages still apply to the overall submission?**

Answer 13: See response provided in Addendum #1.

**Question 14: Should a respondent desire to submit an alternative for the City's consideration, such as an alternative to City transportation, how should those be formatted within the overall submission?**

Answer 14: See response to Question #11.

**Question 15: Within the Service contract in Attachment B there is no provision for a “Change of Law” which is standard contractual language. Would the City include such a provision in the final Agreement?**

Answer 15: See response to Question #8.

**Question 16: How should Respondents include creative/alternative elements to their response.**

Answer 16: See response to Question #14.