



**A Natural Fit**

**REQUEST FOR PROPOSALS  
FOR  
COMPREHENSIVE  
GARBAGE, RECYCLABLES, AND  
COMPOSTABLES COLLECTION SERVICES**

Date Issued: December 20, 2023

Submission Deadline: February 28, 2024

**City of Maple Valley - Request for Proposals**  
**Comprehensive Garbage, Recyclables, and Compostables Collection Services**  
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# 1. RFP OVERVIEW

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## 1.1. Introduction

The City of Maple Valley is requesting Proposals from qualified firms for solid waste collection services within the City Service Area (See Appendix A, Exhibit A). These services include residential and commercial garbage; recycling and compostables collection; and the processing and marketing of collected recycling and compostables. The contract term will be ten (10) years.

The City currently contracts with Recology. The original seven-year term of the existing contract expired August 31, 2021, and the City has exercised its option twice to extend the contract two years each, which will run through August 31, 2025.

The City is seeking a continuation of most existing solid waste collection system components under one contract along with substantial upgrades, including updates to contract language and service standards as described in the attached draft Base Contract. The City also seeks proposed costs for several alternatives, as listed in the Requested Services Section.

The RFP process is described in detail in the Proposer Information Section. Proposers should submit their Proposal, based on the attached Base Contract, with the costs of alternatives separately identified on the specified Price Proposal Form.

## 1.2. RFP Schedule

The City has set the following schedule for receipt and review of the Proposals. The City reserves the right to modify this schedule if deemed necessary. All times shown are Pacific Standard Time.

<b>Event</b>	<b>Date or Time Frame</b>
Release Industry Review Draft	Tuesday, October 24, 2023
Industry Review Comments Due	Thursday, November 16, 2023 at Noon
Release Final RFP	Wednesday, December 20, 2023
First Round Proposer Questions Due	Wednesday, January 17, 2024 at Noon
Second Round Proposer Questions Due	Wednesday, February 7, 2024 at Noon
<b>Proposals Due</b>	<b>Wednesday, February 28, 2024 at Noon</b>
Proposal Evaluation, Interviews, and Selection	March 2024
Finalization of Contract	April - May 2024
Council Process	May - June 2024
City Executes Contract	June 2024
Date of Commencement of Service	Monday, September 1, 2025

## 1.3. Date of Commencement of Service

The Contractor shall start the Services under the Contract on **September 1, 2025**.

#### 1.4. Background and Existing Collection System

This section generally describes the existing solid waste collection system operated under the current contract. Carefully review the draft Base Contract (Appendix A) to determine the scope of operations envisioned under the new Contract.

The City of Maple Valley's population is approximately 29,250 according to the Washington State Office of Financial Management. All previous annexation areas will be part of the new collection contract. There are no future annexations planned at this time.

There are no mandatory solid waste service requirements within the City, nor is this under discussion at this time.

Appendix B includes current customer rates, historical tonnage data by material stream and customer sector, current container counts, and current service at city facilities. With the exception of the rates, the data was provided by the City's current hauler and has not been verified by the City. The City encourages proponents to perform their own investigation to confirm data as desired.

Additional information about current services may be obtained at: [www.recology.com/recology-king-county/maple-valley/](http://www.recology.com/recology-king-county/maple-valley/)

**Single-Family Collection:** Single-Family residences are provided weekly collection of garbage and every-other-week collection of recycling. Every-other-week compostables collection is subscription-based at an additional charge. Single-Family residences currently have extended curbside collection of materials such as motor and cooking oil, small appliances and electronics, textiles, and Styrofoam.

**Multifamily Collection:** Multifamily residences are currently defined as all sites with multiple attached or unattached dwellings billed collectively for collection service. Multifamily residences are provided with garbage services with embedded recycling service, with a range of sizes and collection frequencies. The recycling program generally accepts the same materials handled by the single-family recycling program, but the extended curbside collection requires call-in. Weekly cart-based compostables are subscription-based at an additional charge.

**Commercial Collection:** Commercial businesses are provided with garbage services with embedded recycling service, with a range of sizes and collection frequencies. The recycling program generally accepts the same materials handled by the standard single-family recycling program, but does not include extended curbside collection. Weekly cart-based compostables are subscription-based at an additional charge.

**Containers:** The cost of all carts and detachable containers for regular service is included in current Customer rates. The City's current contract includes provisions allowing the City to assume ownership of all in-place containers at the end of the contract at no additional cost.

The new Base Contract allows the use of existing carts and one of the RFP alternatives requires new carts. The City's current contract includes provisions that allow the City to assume assignable ownership of carts provided by the current contractor. The City has the ability, but not the obligation, to assign ownership of existing carts to a successive contractor.

**Disposal and Processing:** All collected garbage is delivered to the King County Disposal System per the City/County Interlocal Agreement. Collected recycling is taken to Recology's Seattle MRF. Collected compostables are delivered to Cedar Grove Maple Valley.

**Customer Service and Collection Support:** The hauler is currently responsible for a majority of the customer service, communications, billing, promotion and education, and printed materials. The City provides review of the hauler's plans and outreach materials.

**City Administration:** The City's Senior Project Engineer manages the solid waste collection contract as part of their regular duties. The City's current administrative fee is 2.3%.

## 1.5. City Contact Information

All communication regarding this RFP must be through the City contact listed below:

Amy Shaw, P.E.  
Senior Project Engineer  
City of Maple Valley  
PO Box 320  
22017 SE Wax Rd, Ste. 200  
Maple Valley, WA 98038  
425-413-6638 or 253-397-6431  
[amy.shaw@maplevalleywa.gov](mailto:amy.shaw@maplevalleywa.gov)

## 1.6. Defined Terms

Terms used in these Proposal Documents that are defined in the RFP and/or Base Contract have the meanings assigned to them as follows. Defined terms are applicable to the singular and plural, and all pronouns.

- **Base Contract:** The Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract, to be the basis for the Contract entered into by the City and the Selected Proposer after completion of the RFP process and is to be the basis for all Proposer Rate Proposals. A copy of the Base Contract is attached to this RFP.
- **Base Proposal:** The Proposal submitted by a Proposer based on the Base Contract and that meets the requirements of the RFP.
- **City:** The City of Maple Valley, in King County, Washington.
- **City Contact:** The City staff who all communication regarding this RFP must be through.
- **City Service Area:** The area within the incorporated boundaries of the City that is specified as the Contractor's service area.
- **Contract:** The contract executed by the City and the Selected Proposer for the Services.
- **Contractor:** The Selected Proposer that has entered into the Contract with the City related to the Services.

- **Date of Commencement of Service:** September 1, 2025, which is the date that the Contractor agrees to commence the provision of Services as described throughout the Base Contract.
- **Day or Days:** Calendar days unless otherwise specified.
- **Proposer:** A vendor that submits a Proposal to the City in response to this RFP.
- **Proposal:** A formal response to the RFP submitted by a Proposer to the City. A Proposal will only be deemed a Responsive Proposal if, at the City's sole discretion, it includes all necessary documents, information, security, rates, and proposed modifications to the Base Contract in compliance with the RFP. The City has the right to reject any or all Proposals or to waive irregularities in the Proposals.
- **Proposal Documents:** The Advertisement for Proposals and the Request for Proposals, including any attached or referenced appendices, exhibits, or addenda.
- **RFP:** This Request for Proposal procurement document including any attached or referenced appendices, exhibits, or addenda.
- **Selected Proposer** means the Contractor to whom the City makes an award as provided in the Award of Contract section of these Instructions to Proposers.
- **Services** means all collection and processing services and associated functions specified in the Base Contract, including any changes made to its executed final form, the Contract.

Some minor differences in defined terms or word usage may exist between this RFP and the Base Contract. Please note that the RFP is describing existing conditions, data reported by the existing contractor (which may not use the same definitions), potential RFP alternatives, and other narrative text that is not specific contract language. The Base Contract is the Contract document that the Selected Proposer is expected to execute, and thus the definitions and usage in that document represent the technical definitions that will be used over the Contract term.

## 2. REQUESTED SERVICES

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### 2.1. Base Contract

The City is requesting Proposals from qualified Proposers for solid waste collection services within the Service Area. These Services include: garbage, recyclables, and compostables collection for all sectors; the disposal of all garbage through the King County Disposal System; and the processing and marketing of collected recycling and compostables as seen in the attached Base Contract.

The Contractor selected through this RFP process shall be responsible for all aspects of the contracted-for Services, including but not limited to the comprehensive provision of equipment, labor, supervision, and supplies necessary to perform the Services. The Contractor shall be responsible for providing carts, detachable containers, and drop-boxes necessary for all collection Services to customers in the Service Area. In addition, the selected Contractor shall produce and distribute public information about recycling, collection schedule changes (such as holiday hours), and the promotion of new collection Services. Although the Contractor will have

primary responsibility for all customer materials (subject to City review), the City may on occasion choose to develop some materials for the Contractor to print and distribute to customers.

The Contractor shall be responsible for providing all customer service functions relating to service delivery including informing customers of potential service levels and charges, receiving and resolving customer complaints, dispatching drop-box container pick-ups and special collections, and directly billing all residential and commercial customers.

The City intends to procure the Services required as part of the Base Proposal for the collection system and other Services as described in the Base Contract. Proposers responding to this RFP should provide Proposals that meet the requirements of this RFP, including the Base Proposal requirements as set forth in the Base Contract. The description set forth in the Existing Collection System Section is a general overview and summary of the City's requested Services and shall not be the basis for any dispute over the City's requirements for either its Base Proposal or selection of a Contractor. The specific Base Contract provisions for the Base Proposal are not repeated in this RFP; Proposers must carefully review the Base Contract for specific requirements.

## **2.2. Rate Proposals**

The Proposal prices shall be inclusive of all costs of providing the Services, labor, and equipment required under the Contract. The City may, at its sole discretion, deem any Proposal non-responsive to the Base Proposal that contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or unbalanced, or any Proposal that in any manner fails to conform to the conditions of this RFP. The City may, at its sole discretion reject any or all Proposals or waive irregularities in any or all Proposals.

Each Proposer's Proposal should provide unit prices for all service levels indicated on the appropriate Proposal forms. All Proposal rates shall be provided in **year-2024** dollars. A Consumer Price Index (CPI) adjustment (per contract) will be applied to the final contract rates in 2025 prior to the Date of Commencement of Service. This is intended to reduce the Proposer's risk of inflation between the time rates are proposed and the Date of Commencement of Service.

The Proposal unit prices shall be used, in part, to determine the Selected Proposer as described in the Proposal Evaluation Section. All costs, including overhead and profit, and non-itemized taxes, fees or surcharges imposed by federal, state, or local authorities, for which the Proposer expects to receive payment as a result of the Services shall be included in the unit prices, unless otherwise specifically directed.

The data on the existing Services concerning number of customers and collection tonnages should be viewed as the best available data accessible to the City and are presented solely as the basis for calculations on which the award of the Contract will be made. Actual results experienced during the operation of the Services may differ.

By submitting a Proposal, the Proposer is committing to commencement of collection Services by Date of Commencement of Service and compliance with each term of the Contract and corresponding portion of its submitted Proposal.

### 2.3. Alternatives

The City has identified a number of collection and price escalation alternatives for which it seeks pricing. Pricing of alternatives are not considered in the Rate Evaluation, but may be considered in the Qualitative Aspects. Omitting pricing from one or more alternatives may result in a determination that the Proponent's Proposal is non-responsive.

Cells are provided at the end of the Proposal Price Form for entering proposed rate modifications for the following alternatives. Reductions in the base rate or revenue requirement shall be expressed as a negative number and increases in the base rate or revenue requirement shall be expressed as a positive number.

If the alternative is selected, the amount listed on the Proposal Price Form shall be added or subtracted from the monthly base rate for each service level or annual revenue requirement, depending upon the alternative.

- 1. *Weekly Recyclables Collection:*** The Base Contract includes every-other-week recyclables collection for single-family customers as part of regular garbage collection. Under this alternative, recyclables would be collected every week instead of every-other-week. Please provide the monthly rate change per single-family garbage customer associated with this alternative.
- 2. *Weekly Subscription Compostables Collection:*** The Base Contract includes every-other-week subscription-based compostables collection for those single-family customers wishing to pay for and receive the service. Under this alternative, compostables would be collected weekly instead of every-other-week, but would continue to be a subscription-based service. Please provide the monthly rate change per single-family compostables customer associated with this alternative.
- 3. *Embedded Every-Other-Week Compostables Collection:*** The Base Contract includes every-other-week subscription-based compostables collection for those single-family customers wishing to pay for and receive the service. Under this alternative, every-other-weekly compostables collection using a 96-gallon cart as default size would be included in rates, similar to the approach used for recycling collection, with all customers receiving the service. Please provide the monthly rate change per single-family garbage customer associated with this alternative.
- 4. *Every-Other-Week Garbage, Weekly Recycling, and Embedded Compostables Collection:*** The Base Contract includes weekly garbage service with embedded every-other-week recycling and every-other-week subscription-based compostables collection for single-family customers. Under this alternative, garbage would be collected every-other-week with embedded recycling collected weekly and embedded compostables continue to be collected every-other-week. Please provide the monthly rate change per single-family garbage customer associated with this alternative.
- 5. *Embedded Multifamily and Commercial Compostables Collection:*** The Base Contract offers subscription cart-based compostables services to Multifamily and Commercial Customers. Under this alternative, one Compostables Cart with weekly service shall be embedded in rates for each Multifamily and Commercial Customer. Customers must



request service and use it properly. Please provide the change in your initial annual gross revenue requirement associated with this alternative.

6. **New Carts:** The Base Contract assumes that the City will transfer ownership of the garbage, recycling and compostables carts to the Contractor at the start of the new contract, and that the Contractor will continue to use those carts until they require replacement. Under this alternative, all carts would be replaced as part of mobilization under the new contract. Please provide the change in your initial year annual gross revenue requirement if this change were implemented.
7. **Education and Outreach Staff:** The Base Contract requires the Contractor to provide a part-time staff member dedicated to education and outreach for the City. Under this alternative, the Contractor shall instead provide either a full-time (1 FTE) staff member or two part-time (0.5 FTE) staff members dedicated to education and outreach for the City over the life of the contract. Please provide the change in your initial year annual gross revenue requirement if this change were implemented.
8. **Store and Customer Service Center:** Under this alternative, a store and customer service center within Maple Valley city limits would be open at least 40 hours per week. This location would provide customer service assistance, residential drop-off for recyclable items not typically accepted curbside, and educational events. Please provide the change in your initial annual gross revenue requirement associated with this alternative.
9. **Alternative Service Fee Escalation Component:** The Base Contract includes a flat 3% escalator for the service component of the rates and the miscellaneous fees and charges that do not have separate garbage disposal components. Under this alternative, the service component of rates would adjust each year by ninety percent (90%) of the three (3) year rolling average percentage change in the Consumer Price Index (CPI) for Seattle-Tacoma-Bellevue, Urban Wage Earners and Clerical Workers, All items, Series ID: CWURS49DSA0. The annual adjustment shall be limited to 0 – 5%. Please provide the change in your initial annual gross revenue requirement associated with this alternative.

#### 2.4. City Priorities

The City is interested in maintaining reliable collection service and responsive customer service while minimizing the rate increase in a new contract. The City is also very interested in increasing diversion through recycling, composting, and waste reduction to meet its City-wide sustainability goals.

In a recent City survey, a vast majority of respondents reported being satisfied or very satisfied with their curbside garbage, recycling, and compostables service. Respondents indicated the five most important elements of service are (1) reliability, (2) cost, (3) waste diversion, (4) customer service, and (5) sustainability. Respondents also indicated interest in convenient recycling options for materials such as Styrofoam, plastic film, shredded paper, batteries, oil, textiles, and more.

### **3. PROPOSER INFORMATION**

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#### **3.1. Request Proposal Documents**

Proposers should email the City Contact a request for the Proposal Documents and confirm the name, email address, and phone number for the Proposer's employee to whom RFP addenda and related information should be directed. The City may not provide addenda or other information to any Proposer that has not provided written notice as required.

#### **3.2. Questions and Interpretations**

Proposers should carefully review the Proposal Documents during the pre-release industry review period and inform the City in writing of any questions, comments, or objections to any document or portion of the Proposal Documents, including but not limited to the Base Contract requirements. Potential Proposers shall include objection to any terms of the Base Contract that the Proposer is unable to meet and/or terms that the Proposer believes are preferential to a particular party.

Once the RFP is released, all questions concerning the meaning or intent of the Proposal Documents and notifications concerning any conflicts, errors, omissions, or discrepancies in the Proposal Documents should be emailed to the City Contact as part of the two rounds of Proposer Questions. RFP questions should be received by the due date and time listed in the Schedule Section in order to be considered. The City will respond to all questions via written addenda to this RFP to all Proposers who have provided notice of interest. Proposers shall note receipt of all addenda on the completed Certification of Proposal Form submitted with the Proposal. The City reserves the right to modify the proposed Base Contract or any of the other Proposal Documents prior to the receipt of Proposals.

#### **3.3. Conduct Investigation Deemed Necessary**

Before submitting a Proposal, each Proposer shall, at the Proposer's own expense, make or obtain any additional examinations, investigation, research, and studies, and obtain any additional information and data that may affect costs, implementation, progress, performance, or furnishing of the Services or equipment required under the Base Contract that the Proposer deems necessary to factor into its Proposal.

Each Proposer shall conduct any investigation of the City Service Area deemed necessary by the Proposer to submit a responsive Proposal. These may include projected customer counts, types and quantities of customer-owned equipment, markets, processing facilities, local conditions that may affect costs, implementation, progress, performance, or furnishing of the Services or equipment required under the Base Contract.

Proposers are expected to be knowledgeable about the Service Area, to understand the City's terrain, streets, and alleys, and to be knowledgeable concerning the locations for garbage cans, carts, detachable containers, and other receptacles used for garbage, recycling, and compostables collection. Proposers are also expected to confirm and assure to the City's satisfaction that their equipment and personnel can make the collections and provide the Services called for under the Base Contract.

Proposers are expected to be knowledgeable about customer service, service standards, complaint resolution, quality management, applicable municipal codes, and other matters necessary to ensure and provide high quality customer service throughout the term of the Contract.

Proposers should consider federal, state, and local laws, statutes, ordinances, regulations and other applicable laws, executive orders, and/or guidelines that may affect costs, implementation, progress, performance, or furnishing of the Services or equipment required under the Base Contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; minority and women-owned business enterprise requirements; protection of public and employee safety and health; environmental protection; protection of natural resources; fire protection; emergency preparedness; solid waste handling facility standards and permits; and other permits, taxes, and fees.

### **3.4. Modification or Withdrawal of Proposals**

By submitting a Proposal, the Proposer is making a binding offer to complete good faith negotiations on a final contract substantially consistent with the Proposer's Response to RFP and the Base Contract attached to this RFP, except as may be modified only by mutual agreement during the Contract finalization process. Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by written notice to the City. The Proposer shall provide such notice in writing to the City Contact and shall include the signature of the Proposer. Notice of a Proposal modification or withdrawal shall only be considered by the City if the City receives it before the time and date set for receipt of Proposals. A late modification or withdrawal request may not be recognized and, in that event, the City may consider the originally submitted Proposal.

### **3.5. Proposer Costs**

The City shall not be responsible for any costs incurred by any Proposer or agents thereof in preparing, submitting, or presenting its response to the RFP, interview process, or by accommodating any City inquiries made during evaluation of Proposals, or any expenses incurred in connection with the finalization and execution of the Contract.

### **3.6. Proposal Security Bond**

Each Proposal shall be accompanied by a Proposal Security Bond (PSB) made payable to the City of Maple Valley in the amount of fifteen thousand dollars (\$15,000) and in the form of the PSB as provided in the Proposal Forms.

The PSB from the Selected Proposer shall be retained by the City until that Proposer has executed the Contract and furnished insurance and a performance and payment bond as required pursuant to the Contract, whereupon the PSB shall be released. If the Selected Proposer fails to execute and deliver the Contract, as negotiated, and fails to deliver required Contract documents within one week after the Contract is finalized and ready for execution, the City may withdraw its offer to contract with the Selected Proposer, and the PSB of that Proposer may be forfeited.

In that event, the PSB of the Selected Proposer shall be retained as liquidated damages by the City, and by submittal of a Proposal, the Proposer agrees that this sum is a fair minimum estimate of the damages that the City will sustain in the event that the Selected Proposer fails to execute the Contract or furnish proof of insurance acceptable to the City. In that event, the City retains the Selected Proposer's PSB to compensate the City, in part, for its time and expenses incurred during the Proposal and contract negotiation process. The City does not waive its rights to recover additional damages it incurs above the PSB amount.

The PSB of other Proposers may be retained by the City until after the Contract execution, or 180 days after the Proposal due date, whichever is earlier, whereupon the PSB furnished by such Proposers shall be released.

### **3.7. Representations**

The submission of a Proposal shall constitute an incontrovertible representation by the Proposer that the Proposer has complied with every requirement of these instructions, that without exception, the Proposal is premised on Proposer being able and willing to perform and furnish the Services, labor, and equipment required by the Proposal Documents by such means, methods, techniques, sequences, or procedures as are required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Services and equipment required under the Base Contract.

### **3.8. Process Integrity Requirements**

Each Proposer is individually and solely responsible for ensuring compliance with the following Process Integrity Requirements. This responsibility extends to Proposer's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting Proposer's Proposal or proposed Services. Proposers shall comply as follows:

- All solid waste related communications shall go through the City Contact with the exception of regular solid waste collection service-related communications which shall continue to be through the City's regular designated solid waste staff contact.
- Proposers or their agents shall not contact other City staff, appointed or elected officials, consultants retained by the City, or other City agents regarding current or future solid waste collection Services from the time the industry review version of the draft RFP is made available to prospective Proposers until the time a final Contract and/or City recommendation of Selected Proposer is made public in the City Council's Agenda Packet.
- When seeking information from the City to prepare a response, Proposer shall place its reliance only on information, RFP materials, and Addenda provided in writing by the City's Contact and distributed to all registered Proposers. The City shall not be liable or responsible for inaccuracies or incomplete information found outside of the RFP and Proposal Documents, including any attachments. Any reliance on other City information and publications may result in a non-responsive Proposal due to inaccurate or incomplete information.

- Any information and materials included by a Proposer for City consideration during the Proposal evaluation and selection process should be included as part of the original Proposal, unless additional information or materials are submitted in response to a specific request from the City's Contact.

A Proposer may be disqualified and, if so, shall forfeit its PSB if the City, in its sole discretion, determines the Proposer has failed to comply with the specific Process Integrity Requirements, has undermined the City's intention of conducting a fair and transparent competitive procurement process, or has otherwise substantially diminished the City's ability to award a Contract in a timely manner and free of contention. The City reserves the sole right to disqualify any Proposer at any point in the process prior to Contract award for failure to comply with the Process Integrity Requirements. The City also reserves the right to disqualify any Proposer, at any time, for fraud, any material misrepresentation, illegal conduct, or any act or omission that the City determines potentially or actually reflects poorly on the City.

### **3.9. Non-Collusion**

By submission of this Proposal, respondent and each person signing on behalf of respondent certifies, and in the case of joint Proposal, each party certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (1) This Proposal has been arrived at independently, without collusion, consultation, communication, or agreement with any other respondent or competitor, for the purposes of restricting competition or as to any matter relating to price. (2) Unless otherwise required by law, the prices and rates and conditions quoted in this Proposal have not been knowingly disclosed by respondent and will not be disclosed by respondent directly or indirectly to any other respondent or competitor before Proposals are opened. (3) No attempt has been made or will be made by the respondent to induce any other person, partnership, or corporation to submit or not to submit a Proposal on any portion of the project work. If collusion is uncovered, the City maintains the right to reject all Proposals from those parties.

### **3.10. Public Disclosure**

Under Washington State law, including without limitation Chapter 42.56 RCW, Public Records Act, the documents and other records submitted in response to this RFP are public records upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted by a specific provision of law. If the City receives a request for inspection or copying of such documents and other records, it will make an effort to promptly notify the Proposer of such request so that the Proposer may choose to pursue a court order prohibiting or conditioning the release of such documents. The City assumes no contractual obligation to enforce any exemption. The City intends to disclose all sealed rate portions of the Proposals after they are opened to all Proposers. Proposers are cautioned not to include any confidential or proprietary information with their Proposals that they do not want disclosed. The City shall not be liable for or responsible for the disclosure of that information.

### **3.11. Title VI**

The City of Maple Valley, following Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded a full and fair opportunity to submit Proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **3.12. Americans with Disabilities Act (ADA) Information**

The City of Maple Valley, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing Amy Shaw at [amy.shaw@maplevalleywa.gov](mailto:amy.shaw@maplevalleywa.gov) or by calling 425-413-8800.

## **4. PROPOSAL PREPARATION**

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### **4.1. Preparation of Proposal Packet**

The City seeks concise Proposals that outline the equipment and facilities the Contractor intends to use to provide services and indicate that the Proposer has sufficient depth and experience.

The City does not require financial statements to be provided as part of Proposal submittals; however, the City reserves the right to request supplemental materials from Proposers to demonstrate to the City's satisfaction that any Proposer is fully capable to undertake this Contract and its associated Services.

The Proposal and all attachments should be complete and free of ambiguities, alterations, and erasures. In the event of a conflict between words and numerals, words shall prevail.

### **4.2. Preparation of Proposal Forms**

All blank spaces in the Proposal Forms should be completed to be considered and no changes shall be made to any of the Proposal Forms, other than those necessary to accommodate electronic signatures or to assure uniformity of the Proposer's submittal. Stylistic enhancements and reformatting may render the Proposal non-responsive, at the sole discretion of the City, if the City considers the omission to materially affect the Proposal.

The Proposal and all Proposal Forms should be signed by an authorized person where indicated. Electronic signatures with digital certification will be accepted. All names shall be typed or printed below the signature, along with evidence that the Proposer is a duly organized and validly existing business, licensed to do business in the City and Washington State. If not licensed, then the Proposer shall provide a sworn statement that it will become licensed if selected as the Successful Proposer prior to executing the Contract. The legal name of the Proposer submitting the Proposal should be typed or printed in the space provided at the bottom of each page of the Proposal Forms. Proposals by corporations shall be executed in the corporate name by the President or a

Vice President (or other corporate officer accompanied by evidence of authority to sign). Proposals by partnerships shall be executed in the partnership name and signed by a partner, whose title shall appear under the signature.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a notarized power of attorney or board resolution shall be on file with the City prior to submittal of the Proposal or shall be submitted with the Proposal; otherwise, the Proposal may be deemed non-responsive.

#### **4.3. Submission of Proposals**

Proposers should submit one original complete printed packet containing the Proposal Forms, PSB, and other supporting documents. Proposals should be provided in a 3-ring binder, sealed, typed, and prepared on both sides of letter-sized, recycled-content paper. Oversized documents may be submitted, but they must be folded to size and secured in the Proposal. All pages of the Proposals shall be numbered and sections clearly identified.

The Proposal shall be enclosed in a sealed package and marked with the words “PROPOSAL ENCLOSED - CITY OF MAPLE VALLEY SOLID WASTE COLLECTION CONTRACT” and marked to indicate, without being opened, the name and address of the Proposer. Complete Proposals should be submitted no later than the date and time indicated in RFP Schedule Section to the City Clerk’s Office at 22017 SE Wax Rd, Ste. 200, Maple Valley, WA 98038. City staff will stamp the date and time of receipt on the sealed package.

In addition, Proposers should submit an identical electronic copy of its Proposal and all Proposal Forms. The electronic copy shall be in PDF format with an additional copy of Proposal Price Form in Microsoft Excel.

### **5. PROPOSAL CONTENT**

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These instructions provide guidelines governing the formation and content of the Proposal and the approach to be used for its development and presentation. The intent of this section is to describe the Proposal format and requested information that is essential to an understanding and evaluation of the proposed Services. The inclusion of any additional pertinent data or information by the Proposer is recommended.

The Proposal should follow the format outlined below and should include the required content in sequential format.

#### **A. Executive Summary**

Provide a brief overview of the entire Proposal and highlight the key aspects of the Proposal (maximum six pages).

#### **B. Collection Operations**

**Fleet:** Describe collection vehicles including fuel type, features and signage.

**Equipment & Containers:** Describe both new and used collection equipment and containers to be used under the Base Contract, keeping in mind the Base Contract specifications. List the equipment and supplies to be purchased from vendors including estimated cost and delivery time.

**Facilities:** Describe the location, structures, staffing, size, and capacity of your proposed maintenance, operations, and support facilities that would support this Contact.

**Subcontractors:** Identify any subcontractor used for customer-facing operations such as container delivery or maintenance.

**Software:** Describe and provide examples of software programs used for collection operations including your route management system and on-board system.

**Contamination Reduction Plan:** Provide your preferred Contamination Reduction Plan and address how you will successfully ensure that incoming materials are free of unacceptable contamination. Including thresholds for tagging and collecting versus tagging and leaving containers, contacting customers, monitoring, differences between sectors, etc.

**Surface Water Protection:** The City actively works to protect its water resources, including surface and groundwater. Describe how you would ensure that all containers do not leak and have tight fitting lids that close and that they are always closed after servicing. Describe how you would ensure that compactors do not leak during operation, or during or after servicing.

**Transition:** If Proposer would be a new service provider for the City, describe how you would work with the existing contractor to ensure a smooth transfer of information and container exchanges in a timely manner prior to the Date of Commencement of Service.

### **C. Disposal and Processing**

Identify the destination for all collected materials. If more than one recycler or composter will be used, identify the expected proportion of loads destined for various destinations and the criteria for routing trucks to a particular facility.

**Recycling Facility:** Describe your proposed recycling processing facility, including location, processing capability, and capacity for materials collected under the base contract. Address how commingled materials are currently processed and the average residual rate. Describe how the proposed processing facility chooses recycling markets and ensures that collected materials are remanufactured into new products rather than high-graded and partially recycled or used as fuel. If your proposed recycling processing facility is planned, but does not currently exist, please identify a fully permitted and operational facility that could serve as your primary facility if your proposed facility is unavailable at the Date of Commencement of Service.

**Composting Facility:** Describe your proposed compostables processing facility, including location, processing capability, and capacity for materials collected under the base contract. If your proposed composting facility is planned, but does not currently exist, please identify a fully permitted and operational facility that could serve as your primary facility if your proposed facility is unavailable at the Date of Commencement of Service.



## **D. Customer Service and Collection Support**

The City considers customer service to be a very important aspect of this solid waste collection services Contract.

**Overall Customer Service:** Outline your overall approach to customer service and how the various elements of customer service work together to provide excellent customer service and enhance two-way communications between Contractor and customer. Describe your billing support and customer service support experiences in other cities with collection operations and customer services similar to those specified in the Contract.

**City Support:** Describe your approach to effectively partnering with City staff including providing service updates, material review, collaborating on new outreach programs, reporting, etc.

**Call Center:** Provide the location and staffing levels at your call center. Describe staff training and how staffing levels are established and modified to ensure timely customer service. Describe the procedures and aids used by call center staff to address calls from different service areas without delaying responses to customers.

**Billing:** Describe your customer billing process, provide a sample bill, and list the various methods in which customers can pay.

**Service Requests:** Describe the various methods in which customers can access information and submit service requests. Describe how you respond to service requests aligned with the requirements specified in the Contract including tracking, staffing adjustments, response times, etc.

**Missed Collections:** Describe your procedures for handling “missed” collections. How do you improve services for those customers who repeatedly report justified misses? How do you handle customers who repeatedly report unwarranted misses?

**Innovations:** Describe your recent innovations in providing customer service such as new technology on trucks or new methods/technologies to better communicate with customers.

**Software:** Describe the equipment and software used to maintain route lists, customer service histories, and the ability to provide City-requested reports of customer-specific information and data.

**Transition:** Describe your experiences on how the transition between a previous contractor and your entity was handled, and how your entity developed accurate customer service level and billing data in the event the predecessor’s records were unavailable.

## **E. Public Information, Education, and Outreach**

Waste reduction and diversion are important to the City. Describe your overall approach to public education and outreach.

**Single-family Outreach:** Describe programs and provide examples of materials used to encourage single-family recycling and compostables programs. Address how materials will be distributed and how residents seeking additional information will be accommodated during program introduction. Detail how your approach will increase participation and diversion levels while decreasing contamination. Describe how successful pilot projects will be scaled Citywide.

**Multifamily/Commercial Outreach:** Describe how you will promote multifamily/commercial recycling, increase multifamily/commercial recycling levels, and reduce contamination levels. Detail the communications, outreach, and assistance methods as well as technological or operational innovations you propose. Provide examples of where your approaches have been effective, how effectiveness is measured, and also provide informational materials developed and used by your staff. Describe how programs will be maintained to ensure success through multifamily/commercial turnover.

**Outreach Program Summary:** Provide a chart summarizing all public information, education, and outreach programs, and the levels of resources provided for each function or program. Identify functions or programs that are performed as part of the Base Contract requirements versus additional or enhanced outreach or incentive programs that are additional to the Base Contract requirements.

## **F. Implementation Plan**

Describe your proposed transition and implementation plan including a timeline to ensure an efficient and successful implementation of service provisions as outlined in the Base Contract. Identify major issues and potential challenges. Discuss customer information, promotion and notification, customer service, customer response, procurement and delivery of vehicles, containers, and other equipment, contingency plans and other considerations that will ensure successful transition and implementation of the comprehensive Services under the Base Contract.

## **G. Management and Qualifications**

**Experience:** Describe the experience of your team (both individuals and the corporate, partnership, or entity team) in providing the Services requested in this RFP. Describe similar projects and include the general scope of Services, annual revenues, tonnages, and number of customers. Describe any major problems encountered in establishing service, collecting solid waste, or collecting, processing, and/or marketing recyclables or compostables, along with a description of how such major problems were resolved to the satisfaction of customers.

**Resumes:** Supply the names and brief experience of the staff involved in performing substantive responsibilities required under the Contract and who will be directly responsible for implementation of the Contract. At a minimum, include the general manager, operations manager(s), financial officer, education and customer outreach manager, customer service manager(s), and other personnel with whom the City will have regular contact with during the administration of the Contract.

Describe the ownership, managerial, and/or fiduciary role of each of the participating companies. Include the names, entity affiliation, telephone numbers and email addresses of key individuals integrally involved in the Proposal.

Provide an organizational chart or other means of explaining the interrelationships between the team members.

**Proposer Identification:** Provide the name and contact information of your company, Proposal contact, parent company (if applicable), and person signing the Proposal.

Provide the names of companies that will share significant and substantive responsibilities with you, as joint venture partners or in another manner, in performing under the Contract.

Include documentation that Proposer is duly organized and validly existing business in good standing and licensed to do business in the City. If Proposer is not licensed to do business in the City, then the Proposer shall provide a sworn statement that it will secure a City business license if selected as the Successful Proposer prior to executing the Contract.

**Litigation and Violations:** List any entity, partner, holding company, or subsidiary involved in the Proposal (including subcontractors directly providing services to customers), or any corporate officer, that has been involved within the past five years in any litigation or arbitration including but not limited to any action or claim: arising out of the procurement or performance of a municipal solid waste collection contract; arising out of performance of a processing or marketing contract; arising or connected with violation of state or federal anti-trust laws; arising from or connected with allegations of corrupt practices; or arising from operating permits and other operating requirements, including local, state and federal rules or regulations. In the case of national companies with multiple affiliated regional companies, the above disclosure should be limited to Pacific Northwest (Washington, Oregon, Idaho, and British Columbia) operations and personnel. Summarize the general circumstances of each action or claim to the extent authorized by the non-disclosure provisions (if any).

**Subcontractors:** List all items of work or elements of the Services to be performed by subcontractors, and the names and qualifications of the subcontractors.

**References:** Provide references and contact information for projects similar to the Base Contract. These references should have direct operational management responsibility over the Proposer's contract and full knowledge of Proposer's detailed performance provided under that contract. These references should be local government staff and not elected officials.

## **H. Base Contract Modifications**

All Proposals shall be based on the Base Contract included with the RFP, without alteration. Submissions contingent on an alternative Contract cannot be reasonably compared with competing Proposals and may be considered non-responsive. Proposers will note that some provisions in the Base Contract address requirements that may be included (or deleted) depending upon the alternatives the City selects. However, Proposers may identify specific Base Contract provisions that they believe unreasonably affect costs for the City's consideration.

For each proposed Base Contract modification, the following format should be followed to maintain consistency between Proposals:

- Clearly indicate the reason for the requested change.
- State whether the proposed change is an integral requirement of your Proposal or is a non-mandatory preference.
- Propose alternative contract text.

- Provide the rate impact to your Proposal (or “no rate impact” if none) resulting from the proposed change. The listed rate impact shall reflect the annual rate change of the proposed modification and shall be identified in dollars with a “+” representing an increase and a “-” representing a decrease in annual aggregate rates.

## **I. Alternatives**

Proposers should provide context and additional information for their alternative price responses as part of their Proposal.

## **J. Forms**

The attached forms should be completed in full. Proposers should provide complete and detailed responses to each question. If the Proposer fails to do so, its Proposal is likely to be deemed non-responsive and may be rejected by the City. All base contract Services and alternatives should be priced on the Proposal Price Form to be considered responsive.

- Proposal Price Form
- Proposal Non-price Forms

Form 1: Cover Sheet and General Information

Form 2: Contractor’s Proposal Deposit Surety Bond

Form 3: Identification of Performance Security

Form 4: Certification of Proposal - Declaration and Understanding

During the execution of the Services, the City shall consider information submitted by the Selected Proposer to be binding, and any substitutions or deviations from the information provided may only be approved in writing by the City.

## **K. Attachments**

The Proposer may attach additional documents that are relevant to the Proposal. Please do not attach unnecessary vendor information, letters of support, or other extraneous materials.

## **6. PROPOSAL EVALUATION**

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The City intends to provide a fair, open, transparent, and competitive RFP process and Proposal evaluation. Proposals shall be evaluated with quantitative review of proposed prices and qualitative review non-price elements, including Proposal content, reference checks, interviews, and/or site visits. The City’s Proposal evaluation committee shall review all Proposals under the steps and criteria described below with the highest combined price and qualitative scoring used to identify a recommended selected proposer. The City’s final selection will be based on total points scored plus any number of qualitative factors, including without limitation, references and

reputation, size and location of Proposer's company, number and age of available equipment and vehicles, etc.

As part of the RFP evaluation process, the City reserves the right to do any or a combination of the following:

- Contact staff from other jurisdictions regarding their experiences with Proposer.
- Visit a Proposer's facilities, including proposed processing facilities, and view proposed vehicles and equipment.
- Meet the Proposer's personnel, including interviewing the Proposer's existing route, operations, management, financial, and customer service personnel during the performance of their regular duties.
- Retain independent consultants for assistance in evaluating Proposals and provide Proposal materials to those consultants.
- Request clarification or additional information from a specific Proposer in order to assist in the City's evaluation of a Proposal.
- Require changes in the Base Contract that the City deems necessary.
- Decline to award a Contract for the Services as a result of this RFP process.
- Discontinue negotiations with the Selected Proposer or any Proposer and commence discussions with any other responsive Proposer.
- Withdraw the RFP and reject any or all Proposals.
- Not award to any or all Proposers and issue a subsequent Request for Proposals or request for Proposals based on refinements of concepts proposed in response to this RFP or otherwise.
- Seek other investigations, inquiries, reviews, or clarifications which would allow the City to make informed decisions.
- Waive irregularities in any or all Proposals.

### **6.1. Proposal Responsiveness and Qualifications (*pass/fail*)**

Each Proposal will be reviewed based on responsiveness to the information required. All forms should be completed, all questions answered, and all information supplied in the format requested. The City may disqualify any Proposer not meeting these initial requirements. Proposers meeting or not meeting these initial criteria may be contacted by the City to provide specific clarifications.

Proposers should submit all information related to their ability to successfully perform the work described in the RFP and Base Contract, including a full and competent response to items requested in this RFP. Proposers who do not fully respond to all questions, who do not clearly outline their proposed Services, equipment and approaches, and/or who fail to clearly demonstrate their ability to perform under the Base Contract may be determined to "Fail" meeting the minimum general qualifications.

## **6.2. Rate Evaluation (60 points)**

The City will compare aggregate costs for all base price Proposals, based on the unit prices submitted by proposers and estimated customer counts provided by the City in the Proposal Price Form. The rate portion of Proposals shall be scored according to the following formula:

Subject Proposal Rate Score = (Lowest Proposal Rate Total/Subject Proposal Total) x 60 points

## **6.3. Qualitative Review (40 points)**

Proposers must have demonstrated knowledge, skills, innovation, creativity, experience, and capacity to design, deliver, manage, and provide all aspects of customer service, staffing, operations, maintenance, outreach and education, marketing, procurement, financial management, contingency planning, sustainability performance, service delivery and other aspects associated with the provision of Services under the proposed Base Contract.

The City's evaluation committee will evaluate all Proposers based upon Proposals submitted as well as references, interviews with Proposer staff, site visits, and any other relevant information obtained by the City.

The evaluation shall be based upon several factors, which include, at the City's discretion, any aspects of the following:

- Contract compliance includes a history of disputes and failures, performance fees, responsiveness, disaster recovery, labor relations, and city collaboration.
- Call center location, training, redundancy, and speed to answer.
- Customer service, billing, mailings, and communications.
- Customer education, outreach, and promotion for all sectors.
- Waste reduction, diversion, and contamination reduction programs, and a commitment to meeting the goals of the City, County and State.
- Equity and inclusion in internal staffing and outreach programs.
- Proposed operations and innovations concerning service delivery.
- Behavior of front-line employees.
- Proposed vehicles and future potential of fleet electrification.
- Recycling and composting commitment to capturing, processing, and marketability.
- Demonstrated commitment to sustainability.
- Company structure, size, location of base, culture, and ownership.
- Contract modifications/exceptions noted in Proposals.
- Implementation and transition impacts.
- Any other relevant criteria selected by the City.

## **6.4. Process**

During the initial round of review, Proposals shall be reviewed by an evaluation team selected by the City. Proposals shall be evaluated in two phases: (1) a qualitative review and scoring of Proposal elements other than price, including reference checks, interviews, and site visits; and (2) scoring of the rate portion of the Proposals. The City's evaluation committee will then

combine qualitative and rate scores to determine the scoring to identify the recommended Selected Proposer.

Once the City has selected its preferred Contractor, the City and that Contractor will begin a Contract finalization process. This process will be a limited negotiation where, at the City's sole option, amendments to potential Alternatives, any Proposer's Base Contract modifications, and their attendant impacts on rates and pricing may be considered. The City is not bound to accept any proposed or discussed amendments, and, unless amendments are mutually agreed, the Contractor understands that, by submitting its Proposal, it will be bound by the terms of the Base Contract, subject only to removing terms no longer applicable based on the Alternatives selected by the City.

If Contract finalization with the Selected Proposer is not successfully concluded in a timely manner, which is to be determined by the City in its sole discretion, Contract finalization may proceed with another Proposer. The resulting finalized Contract shall be submitted to City elected officials for review and ratification.

The City reserves all of its rights, including, but not limited to, the right to reject any and all Proposals, to waive any and all informalities or irregularities, and to disregard any non-conforming, non-responsive, irregular, or conditional Proposals, and to seek Proposal clarifications as needed. In addition, the City reserves the right to reject the Proposals of any and all Proposers if the City believes that it would not be in the best interest of the City to make an award, whether because the Proposal is non-responsive, because the Proposer is not found to be responsible or fails to meet any other pertinent standard or criterion established by the City, or whether it is otherwise not in the best interest of the City, in its sole discretion. In addition, the City reserves the right to terminate the RFP process at any time and for any reason.

The Selected Proposer is expected to be prepared to execute the proposed Base Contract, as revised by RFP addenda, without further revisions or negotiations. However, upon mutual agreement, the City and Selected Proposer may elect to further discuss and revise elements of the Base Contract, including but not limited to both contract language and rates, if the City deems those revisions to be in the best interest of the City and/or customers.

## **7. APPENDICES**

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**Appendix A:** Base Contract

**Appendix B:** Supporting Data

B1. 2024 Customer Rates

B2. Tonnage by Line of Business

B3. Container Counts

B4. Service at City Facilities

B5. Current Collection Contract and Amendments

**Appendix C:** Proposal Price Form

**Appendix D:** Proposal Non-price Forms

Form 1: Cover Sheet and General Information

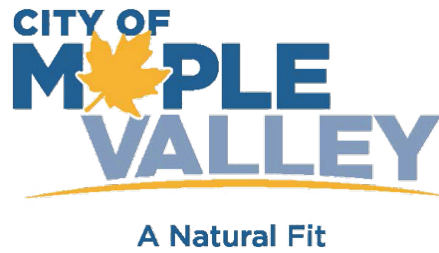
Form 2: Contractor's Proposal Deposit Surety Bond

Form 3: Identification of Performance Security

Form 4: Certification of Proposal - Declaration and Understanding

**Appendix E:** Industry Review Comments and Responses





COMPREHENSIVE  
GARBAGE, RECYCLABLES, AND COMPOSTABLES  
COLLECTION SERVICES CONTRACT

City of Maple Valley  
and  
**XXX**

September 1, 2025 – August 31, 2035

**Comprehensive Garbage, Recyclables, and Compostables  
Collection Services Contract  
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EXHIBIT B: Contractor Rates

EXHIBIT C: Recyclables List

EXHIBIT D: Rate Modification Example

This Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract (hereafter, "Contract"), passed by the Maple Valley City Council at its regular meeting on the \_\_\_\_ day of \_\_\_\_\_, 2024. This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (hereafter the "Date of Execution"), by and between the City of Maple Valley, a municipal corporation (hereafter "City"), and XXX, Inc. (hereafter "Contractor").

## RECITALS

**WHEREAS**, the City has conducted a competitive process to select a contractor to provide Garbage, Recyclables, and Compostables collection services ("Services") to all residents, businesses, and institutions located within the Service Area; and

**WHEREAS**, the Contractor, having participated in the competitive process, acknowledges that the City conducted a thorough and exhaustive competitive process; and

**WHEREAS**, the Contractor, having participated in the competitive process, acknowledges that the City had the right at any time during the process to reject any or all of the competitors, regardless of their proposals or prices; and

**WHEREAS**, having completed the competitive process, the City has selected the best candidate to provide the Services outlined in the competitive process; and

**WHEREAS**, the Contractor represents and warrants that it has the experience, resources, and expertise necessary to perform the Services as requested in the competitive process; and

**WHEREAS**, the City desires to enter into this Contract with the Contractor for the Services outlined in the competitive process and included below;

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements, and promises herein contained, the City and Contractor do agree as follows:

# AGREEMENT

## 1. DEFINITIONS

The following definitions apply to terms used in this Contract:

- 1.1. **Administrative Fee:** A City-defined fee that is included in Customer rates charged by the Contractor structured to cover all City administrative costs incurred to manage and administer this Contract, with receipts collected from Customers by the Contractor and remitted to the City as directed in this Contract. The Administrative Fee is separate from and distinct from any itemized utility, sales, or other taxes that may be assessed from time to time.
- 1.2. **Bulky Waste:** Discrete items of Garbage of a size or shape that precludes collection in regular collection Containers. Bulky Waste includes large appliances (such as refrigerators, freezers, ovens, dishwashers, washing machines, or dryers), water heaters, furniture (such as chairs, tables, shelves, cabinets, or sofas), mattresses, and other similar large items placed at the Curb as discrete separate items. Bulky Waste does not include piles of debris, car parts, stumps, construction or demolition debris, or Unacceptable Waste.
- 1.3. **Can:** A receptacle that is a Customer-provided water-tight galvanized sheet-metal or plastic container not exceeding thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side. All Cans shall be rodent and insect-resistant and kept in sanitary conditions by their owner at all times.
- 1.4. **Cart:** A Contractor-provided twenty (20), thirty-two (32)/or thirty-five (35), forty-five (45), sixty-four (64), or ninety-six (96) gallon wheeled receptacle with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be rodent and insect-resistant.
- 1.5. **Change of Control:** Any single transaction or series of related transactions by which the beneficial ownership of more than fifty percent (50%) of the voting securities of the Contractor is acquired by a person or entity, or by a related or affiliated group of persons or entities, who as of the effective date of the Contract do not have such a beneficial interest; provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract, and transactions effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a Change in Control.
- 1.6. **City:** City of Maple Valley, in King County, Washington. As used in the Contract, use of the term "City" may include reference to the City Manager or his/her designated representative. Where the context makes it apparent, references to staff, streets, rights-of-way, activities and things refer to the staff, streets, rights-of-way and activities of the City, and things belonging to or located within the City.
- 1.7. **Commercial Customer:** Non-Residential Customers, including businesses, institutions, governmental agencies, and all other users of commercial-type Garbage collection services.
- 1.8. **Compostables:** Any organic waste material that is Source-separated for processing or composting, such as Yard Debris, clean scrap wood, Food Scraps, and compostable bags that meet ASTM D6400 or ASTM D6868 standards generated by any Residential, Multifamily, or Commercial Customers.

Shredded uncontaminated paper shall be accepted as a Compostable material unless disallowed by the Contractor's composting processor.

- 1.9. **Contractor:** XXX, which has contracted with the City to provide all Services identified in this Contract, including, but not limited to, collecting, transporting, and disposing of Garbage and collecting, processing, marketing, and transporting of Recyclables and Compostables.
- 1.10. **Container:** Any Can, Cart, Detachable Container, or Drop-box Container used in the performance of this Contract, including both loose and compacting Containers.
- 1.11. **Contract:** This Contract for comprehensive Garbage, Recyclables, and Compostable collection services.
- 1.12. **Contract Term:** Term of this Contract as provided for in Section 2.
- 1.13. **County:** King County in Washington State.
- 1.14. **Curb or Curbside:** Customers' property, within five feet (5') of the Public Street or Private Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property within five feet (5') of the Public Street or Private Road) without blocking driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the Customer, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.
- 1.15. **Customer:** All account-holders of the Contractor's services within the City under this Contract, who may be either the premises occupant and/or the owner where the service herein mentioned is rendered.
- 1.16. **Customer Service:** The assistance, advice, and information provided by the Contractor to Customers and potential customers within the City.
- 1.17. **Date of Commencement of Service:** September 1, 2025, which is the date that the Contractor agrees to commence the provision of Services as described throughout this Contract.
- 1.18. **Date of Execution:** The date that this Contract is executed by all signatories.
- 1.19. **Day or Days:** Calendar days unless otherwise specified.
- 1.20. **Detachable Container:** A watertight metal or plastic loose or compacting receptacle equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.
- 1.21. **Driveway:** A privately-owned and maintained way that connects one or more Residences or parking area/garage/carports with a Private Road or Public Street.
- 1.22. **Drop-box Container:** A watertight, all-metal loose material or compactor receptacle with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.
- 1.23. **Environmental Law:** Any applicable federal, state, or local law, statute, regulation, code, or ordinance or federal or State administrative rule, regulation, ordinance, order, decree, or other governmental authority as now or at any time hereafter in effect pertaining to the protection of human health or the environment.



- 1.24. **Extra Unit:** Excess material that does not fit in the Customer's primary Container. An Extra Unit is equal to thirty-two (32) gallon equivalent for Carts and one half (1/2) yard equivalent for Detachable Containers.
- 1.25. **Fixed Annual Charge:** The amount of the annual County-wide Fixed Annual Charge that the County has calculated is allocable to the City Service Area and owed by Contractor to fund certain elements of the County's disposal system, in accordance with King County Code 10.12.021(B).
- 1.26. **Food Scraps:** All compostable pre- and post-consumer food waste, such as whole or partial pieces of produce, meats, bones, cheese, bread, coffee grounds, or eggshells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper products accepted by the Contractor's selected composting site. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility. The range of Food Scraps handled by the Compostables collection program may be changed from time to time upon the mutual agreement of the Parties to reflect those materials allowed by the jurisdictional health department for the frequency of collection provided by the Contractor.
- 1.27. **Garbage:** All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, small quantities of bagged cold ashes, demolition and construction wastes, dead small animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and disposal by the Contractor. Needles or "sharps" used for the administration of medication can be included in the definition of "Garbage," provided that they are placed within a sealed, secure container as agreed upon by the City and the Contractor and this handling is consistent with current King County sharps policy. The term "Garbage" shall not include Hazardous Waste, Source-separated Recyclable materials, or Source-separated Compostables.
- 1.28. **Hazardous Waste:** Any hazardous, toxic, or dangerous waste, substance, or material, or contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future federal, State, or local law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is:
  - i. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as may be amended; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.
  - ii. Defined as dangerous or extremely hazardous by WAC 173-303-040, as may be amended, and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70A.300 RCW, or any other State statute, regulation or rule governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70A.300 RCW.

- iii. Any substance that comes within the scope of this definition as determined by the City after the Date of Execution of this Contract.
  - iv. Any substance that ceases to fall within this definition after the Date of Execution of this Contract shall not be deemed to be Hazardous Waste.
- 1.29. **King County Disposal System:** The areas owned, leased, or controlled by King County, Washington for the disposal of Garbage, or such other site as may be authorized by the current King County Comprehensive Solid Waste Management Plan and the Interlocal Agreement between the City and King County.
- 1.30. **Multifamily:** A multiple-unit Residence with multiple attached or unattached dwellings billed collectively for collection service. This includes shared Containers as well as individual Containers for each Residence.
- 1.31. **Office Hours:** The times during which a Contractor administrative and management staff shall be available to respond to City staff inquiries. Office Hours shall be 8:00 a.m. Pacific Time through 5:00 p.m. Pacific Time, Monday through Friday of each week. Holidays, as defined by King County's transfer station schedule, are excluded.
- 1.32. **On-call:** The provision of specified services only upon direct phone, written, or e-mailed request of the Customer to the Contractor. Services must be provided within five (5) business days of Customer's initial request
- 1.33. **Party or Parties:** The City and/or the Contractor.
- 1.34. **Private Road:** A privately-owned and maintained way that allows for access by a service vehicle and that serves one or multiple Residences.
- 1.35. **Public Street:** A public right-of-way used for public travel by motor vehicle, including public alleys.
- 1.36. **Recycling:** The preparation, collection, transport, processing, and marketing of Recyclables.
- 1.37. **Recyclables:** The materials designated as being part of a Residential or Commercial Recycling collection program, as listed in Exhibit C.
- 1.38. **Residence/Residential:** A Single-family and/or Multifamily living space individually rented, leased, or owned.
- 1.39. **Services:** The comprehensive Garbage, Recyclables, and Compostables collection and processing services provided by the Contractor pursuant to the Contract.
- 1.40. **Service Area:** The initial service area boundaries shall be a portion of the corporate boundaries of the City, which are currently as shown on Exhibit A hereto. In the event of a change to the corporate boundaries of the City, the Service Area may be changed in accordance with the Annexation Section.
- 1.41. **Single-family Residence:** All one-unit houses, duplexes, triplexes, four-plexes, and mobile homes that are billed for collection service individually and located on a Public Street or Private Road.
- 1.42. **Source-separated:** Certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including but not limited to Recyclables, Compostables, and other materials.
- 1.43. **State:** The State of Washington.
- 1.44. **Strike Contingency Plan:** The plan the Contractor shall develop pursuant to Strike and Labor Disruptions Section of this Contract.

- 1.45. **Tipping Fee:** The per-ton disposal fee assessed by the County on the Contractor for Garbage delivered to County disposal facilities.
- 1.46. **Transition and Implementation Period:** The entire period following the Date of Execution of this Contract, up through and including the six (6) month period following the Date of Commencement of Service.
- 1.47. **Transition and Implementation Plan:** The plan that the Contractor shall develop pursuant to the Transition and Implementation Section of this Contract.
- 1.48. **Unacceptable Waste:** Highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by federal, State, or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.
- 1.49. **WUTC:** Washington Utilities and Transportation Commission.
- 1.50. **Yard Debris:** Leaves, grass, prunings, branches, and small trees. Materials larger than four inches (4") in diameter or four feet (4') in length are excluded. Bundles of Yard Debris up to two feet (2') in diameter by four feet (4') in length and no more than fifty-five (55) pounds, shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Un-flocked, undecorated whole Christmas trees cut to less than six feet (6') in height are acceptable. Kraft paper bags, or Cans labeled "Yard Debris" may also be used to contain extra Yard Debris.

## 2. TERM

The Term of this Contract is ten (10) years starting on the Date of Commencement of Service.

## 3. CONTRACTOR REPRESENTATIONS AND WARRANTIES

The Contractor represents and warrants to the City as follows:

- i. *Organization and Qualification.* The Contractor is duly incorporated, validly existing, and in good standing under State laws, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.
- ii. *Authority.* This Contract has been validly executed by an authorized representative of the Contractor, with the authority to sign on behalf of and bind the Contractor, and this Contract constitutes a valid and legally binding and enforceable obligation of Contractor.
- iii. *Government Authorizations and Consents.* The Contractor has or will obtain at its sole cost prior to the Date of Commencement of Service any such licenses, permits, and other authorizations from federal, State, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.
- iv. *Accuracy of Information.* None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations

contemplated under this Contract, at any time contain untrue statements of a material fact or omissions of material facts.

- v. *Independent Examination.* In accepting these responsibilities, the Contractor represents and affirms that it has made its own examination of all conditions affecting the performance of this Contract, currently and into the future, and of the quantity, quality, and expense of labor, equipment, vehicles, facilities, properties, materials needed, and of applicable taxes, permits, and applicable laws. The Contractor affirms that within the Service Area it is aware of the present placement and location of all Containers. The Contractor represents and warrants that it is capable of collecting all Containers from their present locations, and that it is capable of providing service to and collection of Containers in any areas of the Service Area that may be built out or developed during the term of this Contract.

## **4. GENERAL COLLECTION REQUIREMENTS**

### **4.1. Service Area**

The Contractor shall provide all Services pursuant to this Contract throughout the entire Service Area.

#### **4.1.1. Annexation**

If, during the term of the Contract, additional territory is added to the City through annexation or other means within which the Contractor has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Contractor shall, from the date of annexation, make collection in the annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract.

This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their WUTC certificate applicable to such additionally annexed territory areas shall be cancelled effective on the date of annexation by the City. The Contractor expressly waives and releases its right to claim any and all damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory. The term during which the Contractor shall service any future annexation areas shall be seven (7) years from the date of annexation, notwithstanding the term set forth in this Contract. If, during this seven (7) year period, this Contract terminates for any reason, and a new service provider is engaged to provide collection services under the terms of a new collection contract, the Contractor agrees to provide the services outlined in the new contract to customers in the annexed area in accordance with the provisions of that new collection contract at the unit prices set forth in that new collection contract, through the duration of the seven (7) year period, unless such area has been transferred to the new service provider prior to the end of that seven (7) year period.

If, during the term of the Contract, additional territory is added to the City through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, then, upon written notification from the City, the Contractor agrees to make collections in such annexed areas in accordance with the provisions of this Contract at the unit price set forth in this Contract. The City will indemnify, hold harmless and defend the Contractor from any and all claims,

actions, suits, liability, loss, costs, expenses and damages, including costs and attorney fees arising out of the Contractor's service in such annexed territory under this Contract.

In the event that additional territory is added to the Contract Service Area, the City acknowledges that equipment, such as Contract-compliant vehicles and Containers, may take time to procure; and therefore, shall not charge performance fees to the Contractor for reasonable delays in the provision of services to annexed areas covered by this section due to procurement delays that are not within the control of the Contractor.

## **4.2. Collection Days and Hours**

All Residential collections by Contractor shall be made between the hours of 7:00 a.m. and 6:00 p.m. Pacific Time on each weekday, unless the City authorizes a temporary extension of hours and/or days or noted otherwise in this Contract.

The Contractor may perform Commercial collections between the hours of 5:00 a.m. and midnight on each weekday provided such services do not take place in areas adjacent to Residential dwellings and do not result in noise complaints from Residential Customers in the vicinity nor violate the provision of the City's noise code, MVMC Chapter 9.05, as amended. If complaints are received by either the Contractor or the City, the Contractor shall reroute or otherwise mitigate the noise complaint(s) to the City's satisfaction. The Contractor shall provide a written explanation to the City of its reroute or mitigation of the noise complaint(s).

Collection of Garbage, Recyclables, and Compostables shall occur on the same regularly scheduled day of the week for Single-family Residence Customers. Collection of Garbage, Recyclables, and Compostables for Multifamily and Commercial Customers can be scheduled on different days for each material. Collection for each Customer's material stream should be made as close to a consistent time as possible.

Collection before or after times specified in this section shall be cause for performance fees.

### **4.2.1. Holiday Schedules**

The Contractor shall observe the same holiday schedule as the King County transfer stations. When observed holidays fall on a regular collection day, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding business day, which shall include Saturdays. The Contractor may not collect Single-family Residence and Multifamily Garbage, Recyclables, or Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one (1) day early only with the consent of the Commercial Customer. Holiday scheduling information shall be included in written program materials, on the Contractor's website, on the Contractor's social media accounts, and to general news media in the Service Area by the Contractor at least one week but not more than two weeks prior to the holiday affecting service.

## **4.3. Routing and Rerouting**

The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables, and Compostables shall be collected from Single-family Residences. The map shall be updated within thirty (30) days of changes in routing, provided to the City, and posted on Contractor's website.

The Contractor may change the day of collection by giving notice at least forty-five (45) days prior to the effective date of the proposed change after first obtaining written approval from the City. Reroutes shall be implemented within ninety (90) days of the City's approval.

The Contractor shall provide affected Customers with at least fourteen (14) days' written notice of pending changes of a collection day with an additional contact through phone or email within seven (7) days of implementation, all at no cost to the City. The Contractor shall obtain prior written approval from the City of the notice to be given to the Customer. Routing changes shall be implemented in a manner that ensures that no Customer shall receive less than their normal frequency of service (e.g., a weekly Customer shall have no more than seven (7) days between collection days during the shift to the new collection date).

The Contractor shall maintain routes such that Garbage, Recyclables, and/or Compostables material collected from Service Area Customers shall be kept separate from material collected from non-Service Area customers. Mixing of material in the collection vehicle between the Service Area and non-Service Area shall be cause for performance fees.

#### **4.4. Private Roads and Driveways**

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as noted in this section. The Contractor shall use smaller limited-access service vehicles as necessary to provide service to those Customers. Drive-in charges are to be used only for requested service on Driveways and are prohibited on Private Roads.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service on Driveways for Single-family Residence Customers is impractical due to distance or unsafe conditions, the Contractor shall document the condition for the City and Customer and provide safe and appropriate alternative service to the Customer.

If the Contractor believes that there is a probability of Private Road or Driveway damage due to the Contractor's vehicles for servicing or turning around, the Contractor shall inform the respective Customer(s) and may require a road damage waiver agreement in a form previously approved by the City. If the Customer(s) refuse to sign such a road damage waiver, the Contractor may decline to provide service on those Private Roads or Driveways, and the Customer(s) will only be serviced from the closest Public Road access.

#### **4.5. Employee Conduct**

The Contractor's employees collecting Garbage, Recyclables, or Compostables shall at all times be courteous, refrain from loud, inappropriate, or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public and private property. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return all Containers, in an upright position, with lids closed and attached, to their original set-out location.

If on private property, Contractor employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Contractor employees shall not trespass or loiter, cross flowerbeds, hedges, planting strips, or property of adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, Contractor

employees shall wear a professional and presentable uniform with a company emblem visible to the average observer.

At the City's option and direction, Contractor employees shall work with groups or organizations, such as neighborhood community organizations, homeowner associations, or the City's Utilities, Police, or Fire Departments, for training to recognize and call the appropriate agency when suspicious activities are observed.

If any person employed by the Contractor to perform collection services is, in the sole opinion of the City, incompetent, disorderly, or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly, or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall promptly investigate any written complaint from the City regarding any unsatisfactory performance by any of its employees and take immediate corrective action. 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 Contractor shall remove the employee from Contract work within four (4) hours of City notification.

Repetition of complaints on a route after notification under this section shall be cause for performance fees.

#### **4.6. Problem Customers**

The City and Contractor acknowledge that, in rare cases, some Customers may cause disruptions or conflicts that make continued service to that Customer unsafe or unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-provided Containers, threatening or intimidating behavior toward the Contractor, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated unsubstantiated claims of Contractor damage to a Customer's property, repeated contamination of Recyclables or Compostables, or other such problems.

The Contractor shall make every reasonable effort to provide service to problem Customers; however, the Contractor may discontinue service to a problem Customer after prior written notice is given to the City of the intent to discontinue service, including the name, service address, reason for such action, and whether reasonable efforts to accommodate the Customer and provide services have occurred and failed. If the Customer submits a written letter or email to the City appealing the Contractor decision, the City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the discontinuance of service to any Customer who is abusing the service or is determined to be ineligible.

#### **4.7. Missed Collections**

If Garbage, Recyclables, or Compostables are set out inappropriately, improperly prepared, or contaminated with unacceptable materials, the Contractor shall place in a prominent location a written notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper written notification to Customers, per the contamination reduction

program, of the reason for rejecting Garbage, Recyclables, or Compostables shall be considered a missed collection and subject to performance fees due to lack of proper Customer notification.

The failure of the Contractor to collect Garbage, Recyclables, or Compostables that have been set out by a Customer in the proper manner on the appropriate day shall be considered a missed collection, and the Contractor shall collect the materials from the Customer within one (1) business day of the Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by Noon Pacific Time after the regularly scheduled collection day, the missed pick-up shall be collected that same day that notice is given. The Contractor may perform recovery collection until 8:00 p.m. Pacific Time and/or on Saturdays after 9:00 a.m. Pacific Time. The Contractor shall maintain an electronic record of all calls related to missed collections and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City, and the information shall be included in monthly reports.

In the event of a missed collection of a block segment of Single-family Residences (excluding collections prevented by inclement weather, but not excluding collections prevented by inoperable vehicles or other service disruptions), the Contractor shall notify both the City and affected Customers the same day as the service disruption and provide details of recovery collection. A block segment is defined as one side of a street, between cross streets, not to exceed fifty (50) houses.

If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, which the Contractor can prove through documentation (e.g., the Containers were not placed at the curb on time and the driver documented that fact in a log, with a photograph, etc.), the Contractor may charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee. The Contractor shall not be liable for a missed collection in such case. Missed collections under this section shall be cause for performance fees.

#### **4.8. Service Disruptions**

If the Contractor experiences a service disruption, it shall notify the City by 7:00 a.m. Pacific Time that same business day of its collection plans and outcomes for each day that service disruptions are experienced. If disruptions start after 7:00 a.m. Pacific Time, the Contractor shall notify the City within one (1) hour of a decision to change collection plans.

All service disruption policies shall be included in program information provided to Customers. On each day of service disruptions, the Contractor shall release notices of service suspension and alternative collection schedules to a media list approved by the City notifying Customers of the modification to the collection schedule. The Contractor shall use automated dialing services, email, and/or text messages to inform Customers at the route level about service changes, provided that Customers shall be provided the option of using their preferred method or to opt out of communications. The Contractor shall update its website and any City-specific social media account(s) with disruption-related messaging and provide the City with social media appropriate language as soon as possible, but at least by 8:00 a.m. Pacific Time. If disruptions occur after 8:00 a.m. Pacific Time, the Contractor shall update their website and any City-specific social media account(s) with disruption-related messaging and provide the City with social media appropriate language social media accounts within one (1) hour of a decision to change collection plans.



Following notification to the City, the City may provide the Contractor temporary authorization to perform recovery collection services outside the regular service days and hours following service disruptions in order to finish collection routes.

#### **4.8.1. Inclement Weather**

When weather conditions are such that continued operation would result in danger to the Contractor's employees, area residents, or property, the Contractor may collect only in areas that do not pose a danger.

The Contractor shall collect Garbage, Recycling, and Compostables from Customers with interrupted service on the next regularly scheduled collection day for that Customer. For example, a Single-family Customer will have Garbage collected the following week, and, if the service interruption occurs on a collection date for every-other-week Recycling or Compostables service, those materials will be collected two (2) weeks later. The Contractor shall collect reasonable accumulated volumes of Garbage, Recycling, and Compostables equal to what would have been collected on the missed collection day(s) from Customers at no extra charge.

If successive weather events or other service disruptions occur on the same scheduled collection day(s) two collection cycles in a row for a single collection day (e.g., Tuesday Customers), an additional collection shall be made on the next possible day that same week (e.g., after two Tuesdays are missed, not waiting for the next regularly scheduled collection Tuesday on the following week for the missed area).

If multiple days are missed due to disruptions in multiple weeks (e.g. both Tuesday and Wednesday Customers), collections shall be made on the next regularly scheduled collection day. In the event of successive disruptions impacting entire neighborhoods, the Contractor shall provide temporary Single-family Residential Garbage and Recycling collection sites using driver-staffed Drop Box Containers or other suitable equipment from 9:00 a.m. Pacific Time to 6:00 p.m. Pacific Time, with no additional charge assessed for such temporary service.

If two consecutive service days per material are missed due to inclement weather, the Contractor shall also provide a credit to affected Single-family Customers for all Service missed equal to the Customers' pro-rata service component on the Customer's next regular invoice. The service component shall be divided proportionally for the collection frequency of each embedded material stream. For Single-Family Customers with weekly Garbage and every-other-week embedded Recycling, sixty-seven percent (67%) of the service component shall be allocated to Garbage and thirty-three percent (33%) to Recycling for the purposes of determining the appropriate credit.

At the City's request, the Contractor shall provide Drop-boxes, collection trucks, or other suitable Containers within twenty-four (24) hours to allow Customers to drop-off regular accumulations of Garbage, Recyclables, and/or Compostables that were not collected due to inclement weather. The location(s), materials collected, number of trucks or Containers, dates and hours of collection, staffing, and other details shall be mutually agreed upon between the City and the Contractor. The Contractor shall provide this service to the City at no additional cost.

The inclement weather disruption in service requirements in this section may be changed upon mutual written agreement of the Contractor and City at any time during the term of this Contract to better serve Customers.

#### **4.8.2. Extreme Heat**

The Contractor may implement early collection starting no earlier than 6:00 a.m. Pacific Time for any day when Accuweather forecasts temperatures to reach ninety degrees (90°) Fahrenheit or higher in the City's downtown area. The Contractor must notify the City and Customers at least one day in advance of its early collection plans. Notification is required for each day early collection is implemented and shall include automated Customer all-calls, and website messaging. The Contractor shall provide a no-cost return trip to any Customer who may be missed due to the early collection.

#### **4.8.3. Strike and Labor Disruptions**

No later than ninety (90) Days prior to the expiration of any labor agreement associated with services performed under this Contract, the Contractor shall provide the City in writing with its planned response to labor actions that could compromise the Contractor's performance under this Contract. The planned response shall take the form of a Contractor-prepared Strike Contingency Plan and shall address in detail:

- i. The Contractor's specific staffing plan to cover Contract Services, including identification of staff resources moved from out-of-area operations and the use of local management staff to provide basic services. The staffing plan shall be sufficient to provide recovery of full operations within seven (7) Days following the initiation of the disruption.
- ii. Contingency training plans to ensure that replacement and management staff operating routes are able to continue to collect route data and follow collection and material delivery procedures for all material streams collected from Customers.
- iii. Identification of temporary Drop-box Containers or Contractor-staffed packer truck locations for all material streams. For all sites identified in the Contractor-prepared Strike Contingency Plan, the Contractor shall list the property owner/lessee's contact information and the date on which permission for temporary use was received. The City shall review these locations, after which the City shall approve or deny in writing use of specific locations.
- iv. A recovery plan to address how materials will be collected in the event of a short-notice disruption that does not allow the Contractor to collect all materials on their regular schedule (e.g. a wildcat strike) within seven (7) Days following the initiation of the disruption.

Except to the extent necessary to preserve the Contractor's attorney-client privilege and attorney work product rights, the Contractor shall keep the City informed of the status of active labor negotiations affecting the Services hereunder on a timely basis, specifically during the period surrounding the end of employee contracts with Contractor employees. In the event that labor disruptions of any kind cause reductions in service delivery, the Contractor shall inform the City within three (3) hours by phone and email of the nature and scope of the disruption, as well as the Contractor's immediate plans to activate a part or all of its entire Strike Contingency Plan. At the close of each service day during a Labor Disruption, the Contractor shall report to the City via email the areas (per a detailed map) and customer counts of served and un-served customers by material stream and service sector.

Contractor shall update their website and any City-specific social media account(s) with messaging of any service delays or service changes due to labor disruption and provide the City with social media appropriate language as soon as possible, but at least by 8:00 a.m. Pacific Time.

The Contractor shall provide make-up collection on Saturday for any Single-family Garbage and Recyclables collection Customers missed during the preceding week.

In the event that a disruption lasts more than one full Single-family Residential collection cycle, the Contractor, with prior approval from the City, shall provide staffed Drop-box Containers or packer trucks from 9:00 a.m. Pacific Time to 6:00 p.m. Pacific Time for Customer use for each affected material stream in approved locations throughout the affected route areas, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

The Contractor shall provide a credit for all service missed equal to the Customers' pro-rata service component on the Customer's next regular invoice. For Single-Family Customers with weekly Garbage and every-other-week embedded Recycling, sixty-seven percent (67%) of the service component shall be allocated to Garbage and thirty-three percent (33%) to Recycling for the purposes of determining the appropriate credit.

The City and Contractor agree that the following special compensation and performance fees reflect the best estimate of the impacts of the Labor Disruption to Customers and the City. The Contractor shall pay the City monthly by the tenth day of the following month:

- i. A cost reimbursement amount of one thousand dollar (\$1,000) for each day of Labor Disruption to reimburse staffing and other costs for managing the impacts of the Labor Disruption.
- ii. A performance fee of two thousand five hundred dollars (\$2,500) a day for each day of Labor Disruption from the first (1<sup>st</sup>) day to the seventh (7<sup>th</sup>) day of the Labor Disruption.
- iii. A performance fee of five thousand dollars (\$5,000) a day for each day of Labor Disruption from the eight (8<sup>th</sup>) day to fourteenth (14<sup>th</sup>) day of the Labor Disruption.
- iv. A performance fee of ten thousand dollars (\$10,000) a day for each day of Labor Disruption for every day beyond the fourteenth (14<sup>th</sup>) day of Labor Disruption.

The performance fees listed as 2 through 4, above, are intended to apply to any complete work stoppage where alternative but substantially equivalent service by non-striking employees is not provided by the Contractor or otherwise. In the event substantially equivalent service is provided by the Contractor through the employment of non-striking employees at any point during the course of the labor disruption, the Contractor is entitled to reduce the amount of the performance fees that otherwise would be due on a pro-rata basis, based on the percentage of Contract service provided to Customer provided on that day. Given the nature of the failure arising from labor disruptions, the Contractor shall not be allowed any cure period opportunity or rectification process; provided, however, that the City may elect to receive the equivalent value of additional services, as negotiated, in lieu of these specific performance fees.

The Contractor's failure to comply with the Contractor-prepared Strike Contingency Plan of this section shall be subject to a special fee of one thousand dollars (\$1,000) per day for its non-compliance during the Labor Disruption event. This special fee is separate compensation to the City for the Contractor's failure to plan and execute the provisions of this section. The special fee shall be paid to the City within thirty (30) days of the Contractor's receipt of the City's invoice.

Fees paid by the Contractor under the terms of this section are not regular performance fees and shall not be counted in the cumulative performance fee default threshold.

#### **4.8.4. Disruption Due to Construction**

The City reserves the right to construct any improvement or to permit any construction in any Public Street in the manner as the City may direct, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection; however, the Contractor and the City shall develop a reasonable workaround to enable the Contractor to continue to collect Garbage, Recyclables, and Compostables to the nearest extent possible as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to the City or Customers.

#### **4.8.5. Other Service Disruptions**

When closure of roadways providing access or other non-weather related events beyond the Contractor's control prevent timely collection on the scheduled day, the Contractor shall collect materials from Customers with interrupted service on the next regularly scheduled service day for that Customer. For example, a Single-family Customer will have Garbage collected the following week, and, if the service interruption occurs on a collection date for every-other-week Recycling or Compostables service, those materials will be collected two (2) weeks later. The Contractor shall collect reasonable accumulated volumes of Garbage, Recycling, and Compostables equal to what would have been collected on the missed collection day(s) from Customers at no extra charge. Following notification to the City, the Contractor shall be provided temporary authorization to perform collection services outside regular days and hours following such disruptions in order to finish collection routes. The Contractor shall notify affected Customers the same day as the service disruption and provide details of recovery collection. Delayed or interrupted collections as described in this section are not considered service failures for purposes of the Failure to Perform Section.

#### **4.9. Containers**

Contractor fees included in Exhibit B include all costs of the associated Containers unless Container rental for a particular service is specifically listed in Exhibit B, such as rent for Drop-box Containers or Containers used for compacted services.

Single-family Residence, Multifamily, and Commercial Customers must use Contractor-provided Containers for their initial Container of Garbage collection service, with the exception of compacting Containers, which may be Customer-owned or Customer-leased from other parties. Plastic bags or Cans may be used for excess volumes of Garbage, but not as a Customer's primary container.

Customers may elect to own or secure secondary Containers from other sources and shall not be subject to discrimination by the Contractor in collection services on that account, provided that such Containers (including Carts) are compatible with the Contractor's collection equipment. The Contractor shall handle the Customer-owned Containers in such a way as to prevent undue damage, and shall be responsible for unnecessary or unreasonable damage to or for unrequested removal of Customer-owned Containers. The Contractor shall provide Garbage, Recyclables, and/or Compostable Container labels to Customers for use on Customer-owned Containers upon request.

Collection crews shall note missing or damaged lids, missing or damaged hinges, holes, missing or poorly functioning wheels, and other similar repair needs for Contractor-provided Containers, and forward written or electronic repair notices that same day to the Contractor's service personnel. Repairs shall then be made within seven (7) days at the Contractor's expense. Any Cart that is damaged or missing on Comprehensive Garbage, Recyclables, and Compostables Collection Contract

account of an accident, act of nature or the elements, fire, or theft or vandalism by a third-party shall be replaced not later than three (3) business days after notice from the Customer or the City without cost to the Customer or City. In the event that a Cart is inadvertently lost into a collection vehicle or damaged during collection due to mechanical or operator error, Customers shall be notified on the same day via a door knocker tag of the incident and a replacement Cart shall be provided within one (1) business day of the loss without cost to the Customer or City. Replacement Carts may be used and reconditioned, but shall be presentable and cleaned before delivery to the Customer. Unusable Containers shall be cleaned (if necessary) and recycled to the extent possible.

In the event that a Customer repeatedly damages a Container or Drop-box Container due to negligence or intentional misuse, the Contractor shall forward in writing the Customer’s name and address to the City. The City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may charge the Customer a City-approved Container repair or replacement fee, provided the City provides previous written approval.

**4.9.1. Container Colors and Labeling**

Contractor-provided Carts and Detachable Containers shall adhere to the colors listed below:

<b>Material Type</b>	<b>Color</b>
Garbage	Gray or Black
Recyclables	Blue
Compostables	Green

Any existing gray Carts with colored lids shall be retained in-place and continue to be used through the end of their useful life. Replacement containers shall meet the color requirements above.

All Contractor-provided Containers shall be permanently, clearly, and prominently screened, molded-in, molded-on, imprinted, or otherwise labeled in a fashion that any reasonable person can readily determine the intended material for the Container. Contractor-provided Containers shall not be screened, molded-in, molded-on, imprinted, or otherwise permanently labeled with the Contractor’s logo or company name unless the City provides written permission.

All distributed Containers shall be clearly labeled with City-approved artwork. Container stickers, labels, and/or decals shall include material type, preparation instructions, and contact information that include both a Customer Service phone number and website address. Information shall be printed in a size that is easily read by the users, on durable UV-resistant label stock squarely affixed to each Container. All Detachable Containers and Drop-box Containers shall also have a sticker affixed that indicates no charge for replacement or repair for leaky or broken Containers, and provides a phone number to call.

Labels shall be replaced when faded, damaged, or upon the City or Customer request. Should any changes be made to the Garbage, Recycling, or Compostables collection program that affect the labels, the Contractor at their sole expense shall reproduce and reattach labels on all Containers. The City may, at its option, provide labels to the Contractor to be affixed on Containers. The City shall reimburse the Contractor the cost of applying the City’s labels.

Failure to maintain clean, sanitary, properly painted, and properly labeled Containers in good condition for material storage and handling shall be cause for performance fees.

#### 4.9.2. Carts

The Contractor shall offer Carts in the following sizes to Customers:

Material Type	Cart Size
Garbage	Twenty (20) gallon Thirty-two (32) or thirty-five (35) gallon Forty-five (45) gallon Sixty-four (64) gallon Ninety-six (96) gallon
Recyclables	Thirty-two (32) or thirty-five (35) gallon Sixty-four (64) gallon Ninety-six (96) gallon
Compostables	Thirty-two (32) or thirty-five (35) gallon Sixty-four (64) gallon Ninety-six (96) gallon

The City shall transfer ownership of existing in-place Carts to the Contractor, and the Contractor shall re-label all Carts within sixty (60) Days of the Date of Commencement of Service with City-approved and Contractor-provided labels. Labels shall be applied squarely and shall cover any incorrect information due to changes in services or contractors. For the purposes of this Contract, these in-place Carts distributed by the previous contractor shall be considered Contractor-provided Containers and shall be managed and maintained as are the Contractor's other Containers purchased specifically for this Contract.

All Carts shall be manufactured from a minimum of fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. All Carts must have materials preparation instructions including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), procedures to follow to minimize potential fire problems, and phone and website contact information printed on a sticker on the lid. If this sticker is destroyed or removed, Contractor shall replace the sticker within seven (7) days of being notified by the Customer or City.

All Carts shall be maintained by the Contractor in good condition for material storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement and be equipped with an anti-skid device or sufficient surface area on the bottom of the Container to prevent unwanted movement.

The Contractor shall offer Carts cleaning to all Customers. No cost Cart cleaning should be limited to annually for Compostable Carts, every other year for Garbage Carts, and every three (3) years for Recycling Carts. Additional cleaning shall be available to Customers upon request at the charges listed in Exhibit B.

#### 4.9.3. Detachable Containers

The Contractor shall offer Detachable Containers in the following sizes to Customers.

- i. One (1) cubic yard
- ii. One and a half (1.5) cubic yard
- iii. Two (2) cubic yard
- iv. Three (3) cubic yard
- v. Four (4) cubic yard
- vi. Six (6) cubic yard

vii. Eight (8) cubic yard

The City shall transfer ownership of existing in-place Detachable Containers to the Contractor, and the Contractor shall paint and re-label all Detachable Containers within sixty (60) Days of the Date of Commencement of Service with City-approved and Contractor-provided labels. Labels shall be applied squarely and shall cover any incorrect information due to changes in services or contractors. For the purposes of this Contract, these in-place Detachable Containers distributed by the previous contractor shall be considered Contractor-provided Containers and shall be managed and maintained as are the Contractor's other Containers purchased specifically for this Contract.

Detachable Containers shall be watertight and equipped with tight-fitting metal or plastic covers; have four (4) wheels for Containers three (3) cubic yards and under unless site-specific concerns dictate the use of a non-wheeled Container; be in good condition for Garbage or Recyclables storage and handling; be safe for the intended use; and, have no leaks, jagged edges, or holes. Containers found to be out of compliance (e.g. leak, have jagged edges, have holes, missing wheels, missing or damaged lids, etc.) shall be replaced within one (1) business day of notification by Contractor's employees, Customer, or the City, and if not replaced or repaired within that time, shall be cause for performance fees.

Detachable Containers shall be cleaned, reconditioned, and repainted (if necessary), at the Contractor's expense before being put back into service. The Contractor shall provide a fee-based On-call Detachable Container cleaning service to Customers.

As between the Contractor and the City, all Detachable Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within one (1) business day any Detachable Container that was supplied by or taken over by the Contractor and was in use if the City Code Compliance Specialist, King County Health Department Inspector, or other agent having safety or health jurisdiction determines that the Detachable Container fails to comply with reasonable standards or constitutes a nuisance, health, or safety hazard.

The Contractor shall place Detachable Containers in areas mutually agreed upon by the Contractor and Customer with the least slope and best vehicle access possible. For Customers that must stage their Detachable Containers on Public Streets or on significantly sloped hills, the Contractor shall make a good faith effort to work with the Customer to ensure that Detachable Containers are not left unattended in potentially problematic staging areas and are sufficiently restrained such that the Container may not roll and cause harm to persons or property. The Contractor may require a Customer to attend to the Detachable Containers immediately prior to and after collection. Any disputes arising between the Contractor and a Customer as to what constitutes a "significantly sloped hill" or a "safety hazard" shall be submitted in writing to the City, and the City's decision shall be final. Detachable Containers shall be replaced after emptying in the same location as found, with the lid closed.

Detachable Containers shall not be placed by the Contractor, or kept for use by the Customer, in any City Public Street. Any Detachable Container located in any City Public Street at any time is at the Contractor's risk and not the City's. Any Detachable Container located in City Public Right of Way is in violation of this section and shall immediately be removed upon request by the City.

**4.9.4. Drop-box Containers**

The Contractor shall offer Drop-box Containers in the following sizes to Customers:

i. Ten (10) cubic yard

- ii. Fifteen (15) cubic yard
- iii. Twenty (20) cubic yard
- iv. Twenty-five (25) cubic yard
- v. Thirty (30) cubic yard
- vi. Thirty (35) cubic yard
- vii. Forty (40) cubic yard

The City shall transfer ownership of existing in-place Drop-box Containers to the Contractor, and the Contractor shall re-label all Drop-box Containers within sixty (60) Days of the Date of Commencement of Service with City-approved and Contractor-provided labels. Labels shall be applied squarely and shall cover any incorrect information due to changes in services or contractors. For the purposes of this Contract, these in-place Drop-box Containers distributed by the previous contractor shall be considered Contractor-provided Containers and shall be managed and maintained as are the Contractor's other Containers purchased specifically for this Contract.

Drop-box Containers shall be all-metal, and if requested by a Customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair.

As between the Contractor and the City, all Drop-box Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within one (1) business day any Drop-box Container that was supplied by or taken over by the Contractor and was in use if the City Code Compliance Specialist, King County Health Department Inspector, or other agent having safety or health jurisdiction determines that the Drop-box Container fails to comply with reasonable standards or constitutes a nuisance, health, or safety hazard.

Drop-box Containers shall not be placed by the Contractor, or kept for use by the Customer, in any City Public Street. Any Drop-box Container located in any City Public Street at any time is at the Contractor's risk and not the City's. Any Detachable Container located in City Public Right of Way is in violation of this section and shall immediately be removed upon request by the City.

#### **4.9.5. Ownership**

At the end of the Contract Term or in the event the Contract is terminated for any reason, all Containers at Customer locations used by Contractor to provide Contract Services, shall, at the option of the City, revert to City ownership without further compensation to the Contractor. Temporary Containers, Compactor Drop-box Containers leased to Customers outside of this Contract, and all Containers held in reserve at the Contractor's yard and not actively in service at a Customer location are excluded from this provision.

The City may elect to assign this potential ownership of these Containers to a third-party and shall provide notice to the Contractor. Any remaining warranties associated with the Containers described herein shall be transferred to the City or the City's assignee.

The City in advance accepts all such Containers in their "as-is, where-is" condition and without any express or implied warranty by the Contractor of any kind, including but not limited to any warranty of fitness for any particular purpose or any warranty of merchantability. As between the City and the Contractor, the City assumes all risks of loss or liability on account of the City's exercising of its rights under this section or any use made of any such Containers after they become the property of the City or assignee of the City.



#### **4.9.6. Container Weights**

The Contractor shall not be required to lift or remove materials from any Container exceeding the safe working capacity of the Container, lifting mechanism, or collection vehicle. Overweight Containers shall be left uncollected and tagged with written notification as to why it was not collected. For Drop-box Containers, the combined weight of the Drop-box and contents must not cause the collection vehicle to exceed legal road weight limits.

Any loose Extra Units or Recyclables that are not placed in a Container and must be manually loaded shall be limited to fifty (50) pounds per bag or bundle unless otherwise authorized by the Contractor.

#### **4.9.7. Container Removal**

The Contractor shall remove all Containers automatically upon service cancellation within seven (7) Days of the cancellation or upon three (3) business days of specific Customer, property manager, property owner, or the City's request. The contents of removed Containers shall be managed as if they were collected on a regular route (e.g., Recyclables shall be recycled, Compostables shall be delivered for composting). The disposal or recycling of materials accumulating in the Contractor's Container at the former Customer's location after the final Customer-paid collection shall be at the Contractor's, not Customer's cost. Failure to remove Containers within the specified timeline shall be subject to the same performance fees as delayed Container delivery for that Customer sector.

#### **4.10. Vehicles**

The Contractor shall provide to the City, on the Date of Commencement of Service of this Contract, a complete initial inventory of the vehicles and facilities to be used in the performance of this Contract. The inventory shall include each vehicle (including chassis model year, type of body, material collected, capacity, model, vehicle identification number, current mileage, and exterior condition) and each facility to be used in performance of this Contract (including address and purpose of the facility). The Contractor may change vehicles and facilities from time to time and shall include the revised inventory in the annual report. The Contractor shall maintain vehicles and facilities levels during the performance of this Contract at least equal to those levels described in the initial inventory. The City reserves the right to request maintenance history logs for vehicles or equipment during the performance of this Contract.

The Contractor shall maintain all vehicles to ensure that no liquid wastes or oils are discharged to Customer premises or streets. All vehicles used by the Contractor shall be equipped with a spill kit with a minimum capacity of the largest tank on the vehicle. Any vehicles not meeting these standards shall not be used within the Service Area until repairs are made.

Failure to comply with the Vehicles Section shall be cause for performance fees.

##### **4.10.1. Collection Vehicles**

The Contractor shall use new 2024 or later model year collection vehicles for Garbage, Recyclables, and Compostables collection services performed under this Contract.

Collection vehicles used in the performance of this Contract shall be of sufficient size and dimension to provide service to all Customers. In some cases, this may mean that a small collection vehicle, capable of Comprehensive Garbage, Recyclables, and Compostables Collection Contract

servicing narrow and/or tight locations must be used, and the Contractor shall make such vehicles available to ensure smooth and effective collection services throughout the Service Area.

Collection vehicles shall have a switchable placard that clearly indicates the material stream currently being collected by that vehicle. The colors, trim scheme, and design to be used by the Contractor on the switchable placards shall be subject to approval by the City.

Collection vehicles shall be maintained in excellent condition at all times, which includes but is not limited to being clean and sanitary, and thoroughly washed at least once each week. All collection vehicles shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. All damaged or rusted Collection vehicles shall be repaired and/or repainted if damage or rust is visible on the body or chassis or at the request of the City. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition compliant with all local, State, and federal safety requirements and be in a condition satisfactory to the City. All collection vehicles shall be equipped with variable tone or proximity activated reverse movement back-up alarms.

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the collection vehicle which clearly indicate the vehicle inventory number. The Customer Service phone number shall be labeled on the side of the collection vehicle. Signs shall use lettering not less than four inches (4") high and shall be clearly visible from a minimum distance of twenty feet (20'). Signs, sign locations, and the phone number shall be subject to approval by the City. No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, and Customer Service phone number and website address, unless otherwise previously approved in writing by the City. Special promotional messages may be permitted, upon the City's prior written approval. In addition, any Contractor vehicle regularly used in the City shall include a placard clearly visible at the rear of the vehicle. This placard shall show, in lettering at least 12" high, an abbreviated truck designation number specific to the Contractor's operating division, for example T-1, T-2, etc., limited to a two (2) digit numeral to aid in rapid identification of vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific vehicles.

All collection vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have communication equipment capable of reaching all collection areas. Collection vehicles shall also be equipped with back-up cameras, as well as route-recording cameras integrated with their on-board route management system.

All collection vehicles shall be equipped with global positioning systems (GPS), as well as an on-board computer and data tracking system to track route progress and log non-set-outs, extras, and other service issues. The system shall incorporate photo documentation of route exceptions. The Contractor's drivers shall be fully trained and required to use these systems. The resulting data shall be uploaded to the Contractor's Customer Service database no less than daily to allow Customer Service personnel to be fully apprised of route progress and be able to address misses and other Customer inquiries in near real-time.

If collection vehicles are used to service more than one Customer sector, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection volumes and quantities from the different sectors. The apportioning methodology shall be subject to the prior review and written approval of the City, and shall be periodically verified through field-testing by the Contractor.

#### **4.10.2. Back-up Collection Vehicles**

Back-up collection vehicles used fewer than thirty (30) Days a calendar year shall not be subject to the age requirement that applies to regularly-used vehicles, but those vehicles shall be presentable, in safe working order, not leaking fluid, and subject to all other conditions of the Vehicles Section. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's annual report.

#### **4.10.3. Support Vehicles**

Support vehicles, such as those driven by management, route supervisors, and Container delivery (if feasible), shall be fully electric.

#### **4.11. Spillage**

All loads collected by the Contractor shall be completely contained in collection vehicles at all times, except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing, leakage, or spillage.

Any leakage or spillage of load materials or vehicle gas, oils, or other fluids upon the road surface or exposed appurtenances that occurs during collection or transportation shall be cleaned up or removed by the Contractor within three (3) hours of the Contractor's knowledge of the leakage or spillage at Contractor's sole expense. All operators shall be trained on proper use of spill kit and spill containment methods. All spills or leakages shall be contained as soon as the Contractor is aware of the spillage or leakage to prevent materials or fluids from reaching the City's municipal storm system. The Contractor shall carry a spill kit within every collection vehicle that remains stocked with supplies for containing spillage and leakages until the spillage or leakage can be cleaned up. Any associated spillage or leakage entering the City's municipal storm system shall be cleaned up or removed by the Contractor within three (3) hours of Contractor's receipt of the report at its sole expense. The Contractor shall document the location of the leakage, the time and date of the incident, the approximate volume, the material type, the cause of the incident, and the cleanup methods used, including taking pictures before and after clean-up or removal, and shall provide this documentation to the City. Leakage or spillage not cleaned up or removed by the Contractor within the required time frame shall be cause for performance fees and may be subject to fines and penalties pursuant to the Maple Valley Municipal Code. Should a leakage or spillage occur during collection, the Contractor shall notify the City Public Works Maintenance on-call contact immediately and any other applicable agencies within the required timeframes. Contractor expressly acknowledges it is solely responsible for any federal, State, or local violations, which may result from said leakage or spillage.

Any leakage or spillage of materials that occurs during collection that is reported by Customers or the City shall be cleaned up or removed by the Contractor within three (3) hours at its sole expense. The Contractor shall document the reported leak or spillage, the person who reported the incident, and the measures made to correct the incident. The Contractor must report this information via text or e-mail to the Contract administrator within three (3) hours. Failure of the Contractor to comply shall be cause for performance fees.

Any Contractor-supplied Container determined by the City to be leaking shall be replaced by the Contractor within one (1) business day of notification from the City. Failure of the Contractor to comply shall be cause for performance fees.

#### **4.12. Safeguarding Public and Private Facilities**

Contractor shall protect all public and private improvements, facilities, and utilities whether located on public or private property, including, but not limited to, streets, signs/posts, light poles, planting strips, and trees. If such improvements, facilities, utilities, or streets are damaged as a result of Contractor's operations, Contractor shall notify the City in writing of all damage within four (4) hours of its knowledge of such damage, and Contractor shall repair or replace the same. If the damage creates an immediate public safety issue that requires an immediate response, Contractor shall, along with notifying the City in writing, call the City to inform them of such matter. If Contractor fails to repair or replace the damage promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost, including overhead and administrative costs, of doing so shall be paid by the Contractor. The Contractor shall be liable for any damage to property or person caused by the negligent or willful actions of Contractor, and the Contractor shall indemnify, defend, protect, and hold the City harmless for any such damages or legal implications from said actions pursuant to the Indemnification Section of this Contract.

#### **4.13. Disposal and Processing**

##### **4.13.1. Garbage Disposal**

Unless otherwise directed by the City, all Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables (to the extent required for the City to comply with its Solid Waste Interlocal Agreement with the County), shall be delivered to the King County Disposal System in compliance with all King County rules regarding such disposal.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected from Customers and instead prominently tagged with a written notice informing the Customer that the County does not accept Yard Debris mixed with Garbage for collection. Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees. The Contractor shall be liable and legally responsible for the Contractor's awareness, knowing, or intentional collection of Garbage mixed with visible Yard Debris. The Contractor shall indemnify and hold the City harmless for any damage or liability resulting from said collection.

The Contractor shall not knowingly collect or dispose of Unacceptable Waste or other hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall photograph conditions and leave a written notice in a prominent location with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options for such materials.

Title to and liability for any Unacceptable Wastes that are included with any materials collected under this Contract by Contractor despite the City's and Contractor's attempts to prevent the inclusion of such materials shall not pass to Contractor, but shall remain with the party from whom such Unacceptable Waste or any such other materials or substances is received.

Garbage collected by the Contractor may be processed by the Contractor to recover recyclable material; provided, however, that the residual is appropriately disposed of within the King County Disposal System. The processing of such Recyclable material shall only be undertaken with the prior written approval of the County and the City and in accordance with the Solid Waste Interlocal Agreement between the County and the City. Contractor in all such instances shall charge Customers no more than the equivalent Garbage Comprehensive Garbage, Recyclables, and Compostables Collection Contract

disposal fee within the King County Disposal System or such other disposal fee as the City reasonably directs the Contractor to charge. In addition, hauling fees charged by the Contractor in such instances shall be no higher than those provided for in Exhibit B. Failure of the Contractor to comply shall be cause for performance fees.

#### **4.13.2. Recycle and Compost Processing**

The Contractor shall use processing facilities to recycle or compost all Source-separated Recyclables and Compostables collected under this Contract (other than residue or contaminated Recyclables or Compostables), unless express prior written permission is provided by the City. The Contractor shall use processing facilities that:

- i. Process materials to a high standard to maximize the recovery and recycling of all incoming Recyclable and Compostable materials.
- ii. Are operated to minimize cross-contamination of materials that would result in otherwise Recyclable materials being misdirected to a market or disposal where they would not be recovered.
- iii. Are designed and operated to minimize the stream of otherwise recoverable materials destined for disposal.
- iv. Have sufficient preprocess and screening staff and equipment to ensure that otherwise recoverable materials are not cross-contaminated and rendered non-recyclable due to the nature of the processing facility.

Any non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified Containers, Carts, bags, or boxes that are collected and disposed of as Garbage shall be cause for performance fees.

The City and Contractor agree that the Contractor is being compensated to fully recycle or compost those incoming materials and that maximum cost-effective recovery is a primary objective of the City's collection programs.

##### **4.13.2.1. Contamination Reduction Program**

The Contractor shall visually inspect Recyclables and Compostables Containers before or during servicing. If the Contractor finds that more than five percent (5%) contamination is reasonably apparent in the Container, the Contractor shall document the contamination and leave a tag, noting the specific contamination for the Customer. If contamination is observed through a photograph(s) or video recording technology on collection vehicles, the Contractor shall email notification of contamination to the Customer within one (1) business day if the Customer has provided an email address. The Customer shall also receive educational materials and resources for proper Recycling.

- i. If a Customer receives a second tag and/or contamination notification within one hundred eighty (180) days from the date the first contamination tag is issued, then the Contractor shall send the Customer personalized communication with photo documentation for both instances of contamination and an explanation of why materials cannot be accepted.
- ii. If the Customer receives a third tag and/or contamination notification within one hundred eighty (180) days from the date the first contamination tag is issued, then the Contractor shall call and/or

visit the Customer to review previously provided information and assist in resolving the contamination.

- iii. If the Customer receives a fourth tag and/or contamination notification within one hundred eighty (180) days from the date the first contamination tag is issued, then the Contractor shall call and/or visit the Customer again to provide documentation of contamination, further assist in resolving the contamination issues, and notify the Customer that their Recycling and/or Compostables service may be placed on suspension if repeated contamination continues.
- iv. If the Customer continues to set out contaminated Containers, the Contractor shall work with the City to determine if the Customer's Recycling and/or Compostables service should be suspended. Customers with suspended service due to contamination may restore their service by participating in educational training provided by the Contractor.

If the contamination reduction program does not result in a measurable decrease in contamination after a year, the program shall be adjusted or a new program shall be developed to address contamination. The Contractor shall develop the program in consultation with the City and shall implement the program on approval of the program by the City. The program may be reviewed and adjusted at any time if the Parties agree that review and adjustment are appropriate. The Contractor shall provide the City with aggregate contamination data that is collected and maintained by the Contractor.

#### **4.14. Coordination with City**

##### **4.14.1. Site Planning and Building Design Review**

The Contractor shall, upon request and without additional charge, make available site planning assistance to either the City and Customers or potential Customers, and shall publicize the appropriate contact information for this function. The site planning assistance shall be available for all new construction or remodeling of buildings and structures within the Service Area, and shall address the design and planning of Garbage, Recyclables, and Compostables removal areas and their location upon the site of the proposed construction or remodeling project which includes consideration of surface water drains and ditches, strategies for containment of leaks, and reduction of interior and exterior noises and emissions. Contractor planning assistance for optimizing loading docks and other areas shall also be available for existing building managers when realigning Garbage, Recyclables, and Compostables services.

##### **4.14.2. Pilot Programs**

The City may wish to test and/or implement one or more new services or developments in waste stream segregation, materials processing, or collection technology at some point during the term of this Contract. The City shall notify the Contractor in writing at least ninety (90) days in advance of its intention to implement a pilot program or of its intentions to utilize a new technology system on a partial or City-wide basis, or as negotiated between the City and Contractor. The costs (or savings) accrued by City-initiated pilot programs shall be negotiated prior to implementation. If the City deems the pilot a success, and desires to incorporate the service or development represented in the pilot program in the terms of this Contract, the City and Contractor each agree to negotiate in good faith to include the provisions of the pilot program into this Contract, including any costs or savings to be accrued and timeline for

implementation. Notwithstanding the foregoing or anything else in this Contract, City shall not implement any pilot program that conflicts with the exclusive rights granted to Contractor by this Contract.

Contractor-initiated pilot programs shall require prior written notification to and written approval by the City. Contractor-initiated pilot programs shall be performed at no additional charge to the City or the Customers; however, costs (or savings) accrued may be subject to negotiations prior to implementation at the City's request. Results of any Contractor-initiated pilot program shall be reported to the City in the annual reports. The Contractor shall not be required to test or implement any pilot program, new technology, service or development unless the terms and conditions (including any savings or additional compensation to Contractor) have been mutually agreed in writing by the City and Contractor.

#### **4.14.3. Emergency Response**

The Contractor shall assist the City in the event of a disaster or emergency declaration. Contractor services shall be provided as soon as practical upon City direction and paid at the Contract rates in Exhibit B.

Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response and include such information in the monthly and annual reports. Contractor shall maintain such records and documentation in accordance with the City's prior written approval and any standards established by the Federal Emergency Management Agency (FEMA), and at the City's request, shall assist the City in developing any reports or applications necessary to seek federal assistance during or after a federally-declared disaster.

#### **4.14.4. Monitoring and Evaluation of Operations**

The Contractor's supervisory and management staff shall meet with the City in person or via phone/video conference, at the City's option, on a weekly basis during the Transition and Implementation Period and monthly throughout the term of the Contract to discuss operational and Contract issues.

The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the provisions of this Contract is maintained.

The City may periodically monitor collection system parameters such as participation, Container condition, contents weights, and waste composition. The Contractor shall assist and fully cooperate with the City by coordinating the Contractor's operations with the City's periodic monitoring to minimize inconvenience to Customers, the City, and the Contractor. The Contractor also shall provide full access to equipment, processing facilities, route and Customer Service data, safety records, and other applicable information. The City's review of Contractor activities and records shall occur during normal Office Hours and shall be supervised by the Contractor's staff.

#### **4.14.5. Performance Review**

The City may, at its option, and upon at least one week's prior written notice to the Contractor, conduct a review of the Contractor's performance under this Contract. If conducted, the performance review shall include, but is not limited to, a review of the Contractor's performance relative to requirements and standards established in this Contract, including Customer Service standards, and a financial audit of

Contractor's operations. The Contractor agrees to fully cooperate with the performance review and work with City staff and consultants to ensure a timely and complete review process.

The results of the performance review shall be presented to the Contractor within thirty (30) days of completion. Should the City determine that the Contractor fails to meet the Contract performance or reporting requirements and standards, the City shall give the Contractor written notice of all deficiencies. The Contractor shall have sixty (60) days from its receipt of notice to correct deficiencies to the City's satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may allow the Contractor additional time to comply, accept other remedies for the failure or proceed with the contract default process pursuant to the contract default provisions of this Contract, at the City's sole option.

The costs of the development and implementation of any action plan required under this section or Performance Fee Section for the purpose of addressing failures on the part of the Contractor to perform in accordance with the terms and conditions of this Contract shall be paid for solely by the Contractor, and the costs of developing or implementing such action plan may not be passed on to Customers or the City, or included in rates or fees charged Customers.

The City may, at its option, and upon reasonable notice to the Contractor, design and implement an alternative annual Contract compliance monitoring program with or without Contractor performance incentives. If such a program is desired by the City, the City and Contractor agree to negotiate in good faith the monitoring methodologies used to ensure accurate and unbiased sampling of performance data. The City shall bear the costs of City staff, City-retained consultants, and performance incentives (if used) and the Contractor shall bear the costs of Contractor staff and route costs to perform the monitoring.

#### **4.15. Transition and Implementation of Contract**

The Contractor shall develop, with the City's input and prior written approval, and submit to the City no later than thirty (30) Days after the Date of Execution of this Contract, a Transition and Implementation Plan for introducing the new and revised services to the different Customer sectors (e.g., Single-family, Multifamily, and Commercial Customers), and detailing a specific timeline as to when different activities and events will occur, including details of Container delivery, how different events impact other events in the timeline and the process to be used to ensure that implementation occurs with no disruption. The Transition and Implementation Plan shall be subject to the City's prior written approval. It will cover the entire Transition and Implementation Period and describe in detail what is involved with each of the activities and events listed in the timeline. The Transition and Implementation Plan shall also specifically address how the Contractor intends to proceed in the event of inclement weather and what contingency plans will be in place to accelerate implementation if Container delivery or other planned activities are impacted by inclement weather.

The Contractor's operations and management staff shall be available for weekly meetings with the City, at the City's request, during the Transition and Implementation Period. The Contractor shall provide billing and customer service updates, problems encountered and options for resolution, a summary of upcoming activities, and other information necessary for the City to evaluate the Contractor's implementation efforts and to remain fully apprised of the transition between contractors.

The Contractor shall be responsible for funding all the design, development, printing, sorting, mail prep, delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards and any costs associated with the website ordering services, and of all new and continuing service and educational



materials described above and needed to comply with the Transition and Implementation Plan outreach described in this section of the Contract.

Any additional promotional, educational, informational, and outreach materials provided by the Contractor to Customers in connection with the initial transition and implementation of the Contract shall be designed, developed, printed, and delivered by the Contractor unless otherwise directed by the City, at the Contractor's cost, and subject to the City's prior review and written approval and the City's final approval as to method of delivery. Customer materials must contain important dates/timelines, answers to frequently asked questions, information about translations available, and a phone number and website for Customers needing additional information. Customers previously subscribing to a ten (10) gallon micro-can service shall receive additional information with an option to select from the Cart sizes allowed under this Contract. Materials must contain clear and accurate wording, easy-to-read font, professional visual graphics, be free of inaccurate or misleading information, be free of typographical errors, and must be printed on one hundred percent (100%) post-consumer recycled-content paper. The City shall be provided a minimum of two (2) weeks to review any of the materials included in the Contractor's Transition and Implementation Plan schedule to allow sufficient time for the City's prior review and written approval.

#### **4.15.1. Hiring Preference**

For initial hiring under this Contract, the Contractor and subcontractors shall give hiring preference to any Garbage, Recyclables, or Compostables (including Yard Debris) collection workers who serviced City routes for the previous hauler at the time that the previous collection contract expired and have been displaced as a result of the City awarding this Contract, provided that those workers are fully qualified and meet the Contractor's standards for employment. Nothing in this section is intended to create any third-party rights under this Contract.

Upon the hiring of a displaced collection worker represented by Teamsters Local 117 or 174, the Contractor shall be required to keep the displaced worker whole in regard to the workers' pay and benefit accruals earned as of the date of displacement. To the extent application of the Contractor's collective bargaining agreement would otherwise result in a reduction in pay or benefits, the existing pay/benefit accrual shall be maintained at the current rate until such time as the applicable bargaining agreement provision(s) provides for an increase. Any displaced worker must be reimbursed by the company for any required COBRA payment made in order to retain health care coverage during the time period between displacement and when the worker would become eligible for such benefits under the collective bargaining agreement.

## **5. COLLECTION SERVICES**

Contractor fees included in Exhibit B include all costs of the associated services including collection costs, disposal and/or processing costs, and Containers unless Container rental for a particular service is specifically listed in Exhibit B.

## **5.1. Single-family Residence Service**

Contractor fees included in Exhibit B include all costs of the associated services including collection costs, disposal and/or processing costs, and Carts. Carts shall be delivered by the Contractor to requesting Customers within three (3) business days of the Customer's initial request unless otherwise noted.

### **5.1.1. Garbage Collection**

The Contractor shall provide weekly Garbage collection services to Single-family Customers at rates listed for each subscription level in Exhibit B. The Contractor shall also offer a service of once per month collection of non-putrescible waste in a thirty-two (32) or thirty-five (35) gallon Cart.

The Contractor shall collect all Garbage placed at Curbside for disposal by Single-family Residence Customers in, and properly prepared and contained materials adjacent to, Garbage Carts, Cans, and bags. Each Customer's initial Container must be a Contractor-provided Container, provided that Garbage in excess of the Customer's initial Container may be bundled or placed in a Customer-owned Can or plastic bag.

Garbage in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units to the Customer; with the exception of excess Garbage collection otherwise authorized under this Contract at no additional charge to the Customer. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six inches (6") from the normally closed position.

The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Single-family Residence Customer no less than one (1) business day prior to that Customer's regular collection. If a Customer specifies no Extra Units, then such materials shall be left at the Curb uncollected and tagged with written notification as to why it was not collected.

The Contractor shall offer Single-family Residential Customers an On-Call clean-up program that allows each Single-family Customer to place up to one (1) cubic yard of Garbage once each year at the Curb for collection on the Customer's regular collection day, provided that any individual item is no larger than three feet (3') by three feet (3'), plus two (2) bulky items such as appliances or furniture. The Contractor shall track usage to ensure that no Customer uses more than their allowed one collection per calendar year, unless they pay for regular Extra Units or Bulky Waste collection service.

### **5.1.2. Recyclables Collection**

The Contractor shall provide every-other-week Recyclables collection services to Single-family Customers as part of Garbage collection services, at no additional charge.

The default Recycling Cart size shall be ninety-six (96) gallons, but other available sizes shall be provided to those Single-family Customers requesting less capacity. A Customer may receive one additional

Recycling Cart with Service at no additional charge. Additional Recycling Cart service above the two provided at no cost shall be charged at the extra Recycling Cart rate provided in Exhibit B.

The Contractor shall collect all Residential Recyclables from Single-family Residences that are placed in Carts, paper bags, boxes, or labeled Cans next to the Customers' Recycling Cart. Customers choosing to use their own Containers for excess Recycling shall be provided, upon Customer request, durable labels by the Contractor that clearly identify the Container's contents as Recycling. Recyclables must be prepared as described in Exhibit C and uncontaminated with food or other residues. No limits shall be placed on set-out volumes for Curbside Recyclables, other than those specifically listed in Exhibit C.

The Contractor shall offer Single-family Residential Customers On-Call Recycling of large quantities of Residentially-generated cardboard (e.g. moving boxes) upon request at no additional cost. Cardboard must be prepared as described in Exhibit C. This program shall be limited to twenty (20) collections across the City Service Area per calendar year.

The Contractor shall collect Curbside prepared Recyclables as described in Exhibit C. With the exception noted in Exhibit C, the maximum dimensions for Recycling materials shall be two feet (2') by two feet (2'). If operational or recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the defined list of Residential Recyclables to cover such materials, subject to prior written approval by the City. The City reserves the right to engage in product stewardship and/or waste prevention activities that may result in one or more materials being removed from the Exhibit C list.

### **5.1.3. Compostables Collection**

The Contractor shall provide subscription-based (user fee-based) every-other-week Compostables collection services to requesting Single-family Customers at rates listed in Exhibit B.

The default Compostables Cart size shall be ninety-six (96) gallons, but other available sizes shall be provided to those Single-family Customers requesting less capacity. Additional Compostables Cart service shall be provided by the Contractor at the rate provided in Exhibit B. The additional Compostables Cart service includes the provision of the Cart, collection, and composting costs. Customers may also rent additional Compostables Carts without service (rental only) at the rate provided in Exhibit B. Compostables in excess of the subscribed service level shall be collected and properly charged as Compostables Extra Units to the Customer at rates listed in Exhibit B.

Extra Yard Debris material that does not fit in the initial Compostables Cart shall be bundled or placed in Kraft bags or Customer-owned Cans labeled for Yard Debris. Customers choosing to use their own Containers for excess Yard Debris shall be provided, upon Customer request, durable labels by the Contractor that clearly identify the Container's contents as Yard Debris. Food Scraps shall be contained in the initial Compostables Cart and only Yard Debris shall be placed in bags, bundles, or Cans.

At the City's request, immediately following a City-designated storm event, the Contract shall provide collection of properly prepared Compostable storm debris at no additional cost. The City may request Curbside collection of up to ninety-six (96) additional gallons of containerized, bundled, or bagged Compostable storm debris for two (2) collection cycles and/or Drop-boxes, collection trucks, or other suitable Containers to allow Customers to drop-off Compostable storm debris. The location(s), number of trucks or Containers, dates and hours of collection, staffing, and other details shall be mutually agreed

upon between the City and the Contractor. This service shall be limited to no more than fifteen (15) events over the term of the Contract.

The Contractor shall offer Single-family Residential Compostable Customers an On-Call Compostables clean-up program that allows each Single-family Customer to place up to six (6) additional bags, bundles, or Cans of Compostable material once each year at the Curb for collection on the Customer's regular Compostables collection day. The Contractor shall track usage to ensure that no Customer uses more than their allowed one collection per calendar year, unless they pay for regular Extra Units or Bulky Waste collection service.

Unflocked, undecorated, natural holiday trees (Christmas Trees) shall be collected at no additional cost on the first two (2) full weeks of scheduled Compostable materials collection each year from all Single-Family Residences in the City. Trees shall be no greater than six feet (6') in length.

#### **5.1.4. Carry-Out Service**

The Contractor shall provide carry-out service for Garbage, Recyclables, and Compostables to Single-family Residence Customers in cases where no household member has the ability to place Containers at the Curb, at no additional charge. The Contractor shall establish criteria that are fair and meet the needs of the City's disabled residents when determining whether a household member is unable to place Containers at the Curb. These criteria shall comply with all federal, State, and local regulations, and shall be subject to City review and approval prior to program implementation.

The Contractor may charge a carry-out surcharge fee to Single-family Residence Customers who do not qualify for the disabled criteria and choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access. The Carry-out surcharge fee listed in Exhibit B shall be charged once for all three collection streams.

#### **5.1.5. Service Stops**

Single-family Residential Customers shall have the option of suspending collection services if their Residence will be unoccupied for more than two (2) consecutive weeks due to vacation, seasonal relocation, remodeling, or other reason for vacancy. The Customer shall not be charged for regular services during the service stop period; however, the Contractor may charge a standby fee as provided for in Exhibit B for service stops exceeding ninety (90) Days.

### **5.2. Multifamily and Commercial Service**

Contractor fees included in Exhibit B include all costs of the associated services including collection costs, disposal and/or processing costs, and Containers unless noted in Exhibit B. Containers shall be delivered by the Contractor to requesting Customers within three (3) business days of the Customer's initial request unless otherwise noted.

The Contractor shall not charge fees for providing locks, opening/closing gates, or locking/unlocking Containers. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25') for Garbage collection at no additional charge. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial

Customers for whom the Contractor must move a Container over twenty-five feet (25') to reach the collection vehicle at its nearest point of access. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring Contractor's use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Exhibit B.

### **5.2.1. Garbage Collection**

The Contractor shall collect all Garbage set out for disposal by Multifamily and Commercial Customers in Garbage Containers, and adjacent to, if properly prepared.

Multifamily and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts, non-compacted Detachable Containers, and compacted Detachable Containers. Customer-owned or Customer-leased Detachable Container compactors shall be collected by the Contractor unless the Container is incompatible with the Contractor's equipment.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six inches (6") from the normally closed position. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multifamily and Commercial Customers; however, not all collection sites within the Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide Containers and collection services capable of servicing all Customer sites, whether or not front-load collection is feasible.

Multifamily and Commercial Customers may request extra collections and shall pay a proportional amount of their regular monthly rate for that service as established by the City.

### **5.2.2. Recyclables Collection**

All properly prepared Recyclables listed in Exhibit C for Multifamily and Commercial Customers (including those Multifamily and Commercial Customers utilizing permanent Drop-box Collection services), shall be collected as part of the Garbage collection services without extra charge. The Contractor shall provide slotted Container lids upon City or Customer request.

Multifamily and Commercial Recyclables collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity.

The Contractor shall encourage and promote participation in Recyclables services and shall recommend appropriate relative Container sizes through its site visit and evaluation process.

The Contractor may 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.

### **5.2.3. Compostables Collection**

The Contractor shall provide subscription-based (user fee-based) Compostables collection services to requesting Multifamily and Commercial Customers unless otherwise noted. Multifamily and Commercial Customer Compostables collection shall occur weekly or twice-weekly, as subscribed for and requested by the Customer.

To encourage Compostables diversion, upon request, the Contractor shall provide one (1) Compostable Cart to be serviced weekly for up to one (1) year to any Multifamily or Commercial Customer who previously did not subscribe to Compostables service. In order to participate, Customers must have demonstrated proper Recyclable materials preparation and accept technical assistance for Compostables. Carts may be removed if the Customer repeatedly contaminates the Compostables Cart. Additional service frequency, additional Carts, or time period after one (1) year shall be charged at the rates set forth in Exhibit B.

The Contractor shall provide collection of Compostables from any requesting Multifamily or Commercial Customer, subject to that Customer's continued compliance with material preparation requirements. Containers including contaminated or oversized Compostables materials rejected by the Contractor shall be tagged in writing in a prominent location with an appropriate problem notice explaining why the material was rejected.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units as directed by the City. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six inches (6") from the normally closed position. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units.

Unflocked, undecorated, natural holiday trees (Christmas Trees) shall be collected at no additional cost on the first two (2) full weeks of scheduled Compostable materials collection each year from all Multifamily Residences in the City. Trees shall be no greater than six feet (6') in length.

### **5.3. Permanent Drop-Box Container Service**

The Contractor shall provide permanent Drop-Box Container Garbage collection services to Customers, in accordance with the service level selected by the Customer. For the purposes of this section, a permanent Drop-Box Container Customer is a Customer who retains service for more than ninety (90) Days and has their Container hauled at least once per calendar month.

Permanent Drop-Box Container Customers who have at least one (1) haul of their Container each month are eligible for no-cost Recycling services. If a permanent Drop-Box Container Customer with regular Recycling service falls below the minimum one (1) Garbage haul per month threshold, the Contractor shall notify the Customer of the minimum requirement for Recycling eligibility and that the Contractor shall

charge for future Recycling collection at market rates if the minimum Garbage haul threshold is not met in successive months.

The Contractor shall pay the cost of procuring and providing Containers for Garbage meeting the container requirement standards. Customer-owned or Customer-leased Drop-Box Container compactors shall be collected by the Contractor unless the Container is incompatible with the Contractor's equipment.

The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty Containers by the Contractor to new and temporary Customers within one (1) business day of the Customer's initial request.

The Contractor shall provide dispatch service and equipment capable of collecting full Drop-box Containers on the same business day if the Customer's initial request is received by the call center before or at 10:00 a.m. Pacific Time, and no later than the next business day if the Customer's initial call is received by the call center after 10:00 a.m. Pacific Time. At the Customer's request, the Contractor shall deliver an empty Drop-box Container to the Customer at the time of collecting the full Drop-box Container.

The Contractor shall detach, remove and replace Drop-Box Containers from locked or unlocked enclosures at no additional charge. The Contractor may charge additional time and/or mileage only if (1) the Customer requests that Contractor deliver material to a facility other than the closest King County disposal facility, (2) the facility is one to which the Contractor is allowed to deliver the material under this Contract, and (3) Contractor delivers the material to such facility after advising the Customer in writing (email is acceptable) as to the basis of the additional time and/or mileage charges to be payable by the Customer on account of such delivery(ies).

#### **5.4. Temporary Container Service**

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 B shall include delivery, collection, distance, and disposal. No additional fees other than those included in Exhibit B may be charged. Temporary Garbage services do not include Recycling or Compostables collection and shall not exceed ninety (90) Days in duration, unless the Customer has their Container hauled less than once per calendar month, in which case they will continue to be considered a temporary customer. Customers requiring more than monthly collection service for over ninety (90) Days shall subscribe for regular combined Garbage and Recycling service.

#### **5.5. On-call Bulky Waste Service**

The Contractor shall provide on-call Bulky Waste collection to any Customer, including Multifamily and Commercial Customers.

On-call collection of Bulky Waste shall be provided by the Contractor to Customers by appointment for no more than the charge set forth in Exhibit B to this Contract. The Contractor shall notify the Customer of the specific date that their item will be collected and the charge that will be made to their next bill.

The Contractor shall recycle all metal appliances, unless another arrangement is approved in writing by the City, and to make a reasonable effort to recycle all other materials collected.

## 5.6. Special Event Services

The Contractor shall provide temporary Garbage, Recyclables, and Compostables Carts to special events which are not sponsored by the City at the rates listed in Exhibit B. The Contractor shall provide special event services as a bundle, with each event providing collection of Recyclables and Compostables at no additional charge as part of the event Garbage collection service. The Contractor shall provide such Customers with assistance in determining Container needs and signage for Garbage, Recyclables, and Compostables at the special events, including site visits and technical assistance to ensure compliance with Washington State event recycling requirements (under RCW 70A.200.100) and that the maximum Recyclables and Compostables diversion is achieved. The Contractor shall coordinate their efforts with the City, and provide such Customers and the City with a summary of the volumes of materials disposed of and diverted for recycling and composting.

## 5.7. City Services

The Contractor shall provide the services in the City Services Section at no additional charge to Customers or the City. The total value of services provided in the City Services Section shall be increased or decreased by a proportional amount reflecting increases or decreases in annual revenues received by the Contractor. In the event that the value of municipal services provided by the Contractor year-on-year increases more than the change in overall Contract revenues year-on-year, the City will either pay for the additional value of services, limit the provision of services, or adjust Contractor's rates to reflect the excess cost to Contractor in providing such services.

If the City is restricted from accepting these services at no charge, the Contractor shall be separately and specifically paid for these services at Contract rates and the Contractor shall reduce the Contract rates by the estimated costs of providing these services to the City at no charge.

### 5.7.1. City Facilities

The Contractor shall provide Garbage, Recyclables and (as appropriate) Compostables collection to all City-owned municipal facilities and parks as a part of this Contract and at no additional charge. As of the date herein, these facilities consist of the following:

Facility	Address
City Hall	22017 SE Wax Road
Elk Run Natural Area	21849 SE Wax Rd
Greater Maple Valley Community Center and The Den Youth Center	22010 SE 248 <sup>th</sup> St
Lake Wilderness Arboretum	22520 SE 248 <sup>th</sup> St
Lake Wilderness Golf Course	25400 Witte Rd SE
Lake Wilderness Lodge and Park Maintenance Facility	22500 SE 248 <sup>th</sup> St
Lake Wilderness Park and Gaffney's Grove Disc Golf Course	23601 SE 248 <sup>th</sup> St
Legacy Site and Maple Valley Farmers Market	25719 Maple Valley Black Diamond Rd SE
Maple Valley Historical Society	22024 SE 248 <sup>th</sup> St
Public Works Maintenance Facility	23713 SE 264 <sup>th</sup> St



Facility	Address
Summit Park	23675 SE Tahoma Way
Take a Break Park	21849 SE Wax Rd

At any time during the term of this Contract, the City may add facilities in addition to those listed above. Additional municipal facilities added during the term of the Contract shall also be provided collection, including new facilities developed within the City Service Area, as well as municipal facilities in future annexation areas covered by this Contract.

In cases in which Garbage, Recyclables, or Compostables are generated through the performance by third-parties of services for the City outside of the normal operation of a municipal facility, Contractor may charge for the collection of such materials in accordance with charges listed in Exhibit B. For example, the City could be required by the Contractor to pay for the disposal of debris generated by the replacement of the roof of a City facility. Regular Garbage, Recyclables, and Compostables generated on an ongoing basis at all City facilities in the ordinary course of their operations, however, whether generated by staff or third-parties (e.g., janitorial contractor,) will be collected by the Contractor without charge to the City. Tenants and other occupants of a municipal facility, other than those who operate the facility as a City contractor of municipal services may be charged by Contractor in accordance with this Contract for the collection from them of associated Garbage, Recyclables, and Compostables.

**5.7.2. City-Sponsored Community Events**

The Contractor shall provide Garbage, Recycling, and Compostables services for City-sponsored community events at no additional charge to the City or users. Container capacity shall be coordinated with event staff to ensure that sufficient Container capacity and collection frequency is provided by the Contractor. The Contractor shall provide photocentric container signage in English and Spanish. These events shall include, but not be limited to:

- i. Bike Challenge & Bike Safety Rodeo
- ii. Maple Valley Days
- iii. Independence Day Celebration
- iv. Annual Fishing Derby
- v. Kids’ Festival
- vi. Music in the Park
- vii. Movies in the Park
- viii. Ironman 70.3 Washington
- ix. Hometown Holidays
- x. Zombie Dash

At any time during the term of this Contract, the City may add City-Sponsored Community Events in addition to those listed above, provided that if the City adds more than one event every year, the Contractor may negotiate compensation for those additional events.

**5.7.3. Code Enforcement Clean-up Events**

At the City’s request, the Contractor shall provide Garbage, Recycling, and/or Compostables collection services for up to ten (10) clean-up events over the term of the Contract at no additional charge. At each event, the Contractor shall provide up to three Drop-box Containers of the size(s) selected by the City.

The Contractor shall waive delivery, rental, disposal and other fees for these events. All Source-separated materials shall be properly recycled or composted by the Contractor.

#### **5.7.4. Right-of-Way Containers**

Upon request, the Contractor shall provide twice a week Garbage collection for street litter receptacles (including the provision of plastic bags to line the receptacles) for containers located within the right-of-way in the City at the rates defined in Exhibit B.

#### **5.8. Excluded Services**

This Contract does not include the collection or disposal of Unacceptable Waste.

### **6. CUSTOMER SERVICE AND COLLECTION SUPPORT**

The Contractor shall be responsible for providing all collection support and management including, but not limited to, Customer Service functions, website, communications, billing, reporting, promotion and education. These functions shall be provided at the Contractor's sole cost, with such costs included in Contractor charges set forth in Exhibit B.

The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within thirty (30) miles of the Service Area. Operations and management staff shall be located at that site.

#### **6.1. Call Center**

The Contractor shall be responsible for providing Customer Service functions through its call center, including, but not limited to:

- i. Answering Customer phone calls, texts, e-mail, and message requests
- ii. Requesting at start of service Customer's preference for notification of service changes via out-dialer calls, texts, or e-mails
- iii. Informing Customers of current, new, and optional services and charges
- iv. Handling Customer subscriptions and cancellations including right-sizing containers
- v. Receiving and resolving Customer complaints
- vi. Dispatching Drop-box Containers, temporary Containers, and special collections

Call center operations may be remotely provided, but shall be based within the United States of America. The Contractor's call center shall be open and available with Customer Service representatives during call center hours. A minimum of ninety percent (90%) of Customers' calls shall be taken by the primary call center where staff are familiar with the Service Area, and less than ten percent (10%) shall be taken by a backup call center.

##### **6.1.1. Staffing**

The Contractor shall maintain sufficient call center staff to answer and handle complaints and service requests by a live person from all Customers without delay between the hours of 7:00 a.m. Pacific Time Comprehensive Garbage, Recyclables, and Compostables Collection Contract

through 7:00 p.m. Pacific Time, Monday through Friday of each week and no less than four hours on Saturdays, except on Holidays. If incoming phone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer Service demands. The Contractor shall provide and publicize a phone number capable of handling service-related text messages.

The Contractor shall maintain sufficient staffing to answer and handle complaints and service requests in a timely manner made by methods other than phone, including letters, e-mails, text messages, social media messages, or webpage messages. If staffing is deemed to be insufficient by the City to handle Customer complaints and service requests in a timely manner, the Contractor shall increase staffing levels to meet performance criteria.

The Contractor shall provide additional staffing during the transition and implementation period, and especially from six (6) weeks prior to the Date of Commencement of Service, through the end of the fourth (4<sup>th</sup>) month after the Date of Commencement of Service, to ensure that sufficient staffing is available to minimize Customer waits and inconvenience. The Contractor shall receive no additional compensation for increased staffing levels during the transition and implementation period. Staffing levels during the transition and implementation period shall be subject to the City's prior review and approval.

#### **6.1.2. Program Knowledge**

The Contractor's Customer Service representatives shall be fully knowledgeable of all collection services available to Customers, including the various services available to Single-family Residence, Multifamily, and Commercial Customers. For new Customers, Customer Service representatives shall explain all Garbage, Recyclables, and Compostables collection options available depending on the sector the Customer is calling from. For existing Customers, the representatives shall explain new services and options, and resolve recycling issues, collection concerns, missed pickups, Container deliveries, disposal and recycling options for items not accepted by Contractor, and other Customer concerns. Customer Service representatives shall be trained to inform Customers of Recyclables and Compostables preparation specifications. City policy questions shall be forwarded to the City for response.

The Contractor's Customer Service representatives shall have instantaneous electronic access to Customer Service data and history to assist them in providing excellent Customer Service. The Contractor shall provide the City with internal Customer Service representative training and support information specific to the City to allow the City to review and check information provided to Customer Service representatives and, in turn, provided to Customers. Any revisions to these materials shall be approved in writing (email is acceptable) by the City prior to being used by Customer Service representatives.

#### **6.1.3. Complaints and Service Requests**

The Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Any phone calls received through the Contractor's voicemail or answering service outside of call center hours shall be recorded in the log no later than by the following business day. The Contractor shall make a conscientious effort to respond directly to the Customer and resolve all complaints within one (1) business day of the original phone call, letter, or electronic communication, and Contractor will respond to service requests within the times established throughout this Contract for

various service requests. If a longer response time is necessary for complaints or requests, the reason for the delay shall be noted in the log, along with a description of the Contractor's efforts to resolve the complaint or request.

The Customer Service log shall be available for inspection by the City, or its designated representatives, during the Contractor's Office Hours, and shall be in a format approved by the City. The Contractor shall provide a copy of this log in a format approved by the City with the monthly report.

#### **6.1.4. Handling of Customer Calls**

All incoming phone calls shall be answered promptly and courteously, with an average speed of answer of less than thirty (30) seconds. No phone calls shall be placed on hold for more than two (2) minutes per occurrence, and on a monthly basis, no more than ten percent (10%) of incoming phone calls shall be placed on hold for more than twenty (20) seconds. A Customer calling into the Customer Service phone lines and placed on hold shall hear messages that are applicable to services provided under this Contract and not misleading to Customers.

A Customer shall be able to talk directly with a live Customer Service representative when calling the Contractor's Customer Service phone number during Office Hours without navigating an automated phone answering system that takes longer than sixty (60) seconds to navigate. An automated voicemail service or phone answering system may be used when the office is closed. Customer Service representatives shall provide accurate and applicable information, and shall not provide confusing, inaccurate, or misleading information.

#### **6.1.5. Corrective Measures**

Upon the receipt of Customer complaints in regard to busy signals or excessive delays in answering the phone, the City may request the Contractor submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have sixty (60) days to implement the corrective measures, except during the Transition and Implementation Period, during which the Contractor shall have seven (7) days to implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall result in possible performance fees against the Contractor.

### **6.2. Government Relations**

The Contractor shall maintain local staff that has management level authority to provide a point of contact during Office Hours for inquiries, requests, and coordination covering the full range of Contractor activities related to this Contract. Duties include, but are not limited to:

- i. Serving as an ombudsperson or liaison for City staff
- ii. Providing City staff with quick resolution on Customer issues, complaints, and inquiries
- iii. Assisting City staff with promotion and outreach to Customers
- iv. Assisting the City with program development and design, research, response to inquiries, and troubleshooting issues

A Contractor-designated service expert shall be accessible by City staff to address emerging problems as needed, and shall return messages (phone, mobile messaging, or email) within four (4) hours of the City's leaving or sending a message during Office Hours and by noon on the next business day if after Office Hours.

The Contractor shall maintain a twenty-four (24) hour emergency phone number for use by City staff. The Contractor shall have a representative, or an answering service to contact such representative, available at such emergency phone number for City use during all hours, including normal Office Hours.

Failure to meet the City expectations for Customer Service or inability to reach the Contractor's staff via the emergency phone numbers shall be cause for performance fees.

### **6.3. Website**

The Contractor shall maintain a mobile-friendly website containing information specific to the City's collection programs, including the following information at a minimum:

- i. Contact information, noting available hours for each contact method
- ii. Collection schedules
- iii. Current day of collection map
- iv. Material preparation requirements
- v. All available services and options
- vi. Rates and fees for all sectors and services including embedded services and discounts available
- vii. Holiday schedules and resulting delays in collections
- viii. Inclement weather service changes
- ix. Current education and outreach materials
- x. Translation options available
- xi. Other relevant service information for its Customers

The Contractor website shall provide the following functions for Customers to:

- i. Obtain day-of-service information
- ii. Report issues and be able to monitor progress on their issue
- iii. Chat/instant message with a Customer Service agent rather than talk if desired
- iv. Connect to voice services for Customer Service
- v. Review and pay bills
- vi. Manage services
- vii. Switch service levels or order additional services

Electronic Customer Service requests shall be answered within one (1) business day of receipt.

The website design shall be usability tested and then submitted to the City for approval a minimum of two (2) months prior to the Date of Commencement of Service of this Contract, and then changes shall be subject to the City's prior approval throughout the term of this Contract. The Contractor shall provide among its local staff a knowledgeable and proficient communications manager that is responsive to the City's request(s) for changes to the Contractor's website. Changes requested by the City consisting of textual messages only shall be implemented within seventy-two (72) hours of the time of the request(s). Changes requested by the City, of a textual nature, that are related to an emergency or time-sensitive situation (such as an inclement weather event, windstorm, or event preventing access to a Customer's regular place of Container set-out) shall be implemented as soon as possible but not more than three (3)

hours from of the time of request. Changes requested by the City that include a graphical component must be implemented within five (5) business days of the time of the request.

The website shall include information requested by the City translated into Spanish. Upon the City's request, the Contractor shall provide a website utilization report indicating the usage and communication preferences.

The Contractor shall collect only the Customer information necessary to perform Contracted solid waste collection functions from websites, applications, and any other electronic media used by Customers. To the extent permitted by applicable law, any Customer data collected in the course of performing functions of this Contract shall be provided to the City upon request, but shall not be sold or otherwise provided to any other party.

Failure to include accurate information and/or required information on the Contractor's website shall be cause for performance fees.

#### **6.4. Communications**

Except in an emergency, all Customer communications (other than routine service and billing interactions with individual Customers) shall be reviewed and approved by the City before distribution. This includes messaging in out-dialer recorded messages, billing statements, bill inserts, e-newsletters, email marketing, City-specific social media, website, mailed materials, printed materials, and other avenues of planned communications.

The City and Contractor recognize that Customer preferences for their method of communication may change during the Term of this Contract and agree to adjust Customer Service expectations to match Customer preferences. For example, if call traffic to the Contractor's phone-based call center reduces over time and is supplanted by an increase in texting, the Contractor shall shift staff resources accordingly to ensure high levels of Customer Service. The City and Contractor agree to review Contract requirements periodically and negotiate in good faith any desired improvements to the Contract service standards related to Customer Service delivery.

#### **6.5. Billing**

The Contractor shall be responsible for all billing functions related to the collection services required under this Contract. All Single-family Residence Customers shall be billed every-other-month or quarterly, and Multifamily and Commercial Customers shall be billed monthly. In no case shall a Customer's invoice be past due prior to the receipt of all services covered by the billing period.

The Contractor's billing cycle parameters include, but are not limited to, the service period, invoice date, due date, late fee date, reminder date(s), Container removal and stop-service date. The City reserves the right to review and provide feedback on the bill template used by the Contractor as to format and design to ensure Customer satisfaction. The Contractor shall evaluate and may incorporate the City's recommendations in good faith. Billing and accounting costs associated with Customer invoicing, including credit card fees, shall be borne by the Contractor, and are included in the service fees in Exhibit B. The Contractor may bill to Customers late payments and "non-sufficient funds" check charges, as well as the costs of bad debt collection, under policies and amounts that have been previously approved in writing by the City.

The Contractor shall offer paperless billing, including an autopay/electronic notification function that allows Customer to set up autopay and receive an email or text notification of the amount and draw date of the payment, without requiring the Customer to navigate to the Contractor's website to obtain that information. The Contractor shall provide a \$1.00 monthly discount to Customers who choose to utilize paperless billing and autopay.

The Contractor shall be responsible for the following:

- i. Generating combined Garbage, Recyclables, and Compostables collection bills for all Customers
- ii. Generating bills printed double-sided, on one hundred percent (100%) post-consumer recycled-content paper
- iii. Generating bills that include at a minimum a statement indicating the Customer's current service level, current charges and payments, appropriate taxes and fees, Customer Service contact information and website information
- iv. Generating bills that clearly state the date at which late fees will be assessed for non-payment
- v. Generating bills that have sufficient space on the front or back of the bill for educational or informational messaging, as directed by the City
- vi. Accepting automatic ongoing payments from Customers via debit or credit card, checking or savings account withdrawal, or by wire transfer; no transaction fees may be levied on any Customer payments
- vii. Accepting, processing, and posting payment data each business day
- viii. Accepting paper or electronic bill inserts from the City for specific Customer sectors
- ix. Maintaining a system to monitor Customer subscription levels, record excess Garbage or Compostables collected, place an additional charge on the Customer's bill for the excess collection, and charge for additional services requested and delivered; This system shall maintain a Customer's historical account data for a period of not less than six (6) years from the end of the fiscal year in accordance with the City's record retention policy, and in a manner that is instantaneously accessible to Customer Service representatives needing to refer to Customer Service data and history
- x. Accepting and responding within the times established by this Contract to Customer requests for service level changes, missed or inadequate collection services, and additional services
- xi. Collecting unpaid charges from Customers for collection services
- xii. Implementing rate changes as specified in the Rate Adjustments Section

The Contractor shall be required to have procedures in place to backup and minimize the potential for the loss or damage of the account servicing (e.g., Customer Service, service levels, and billing history) database. The Contractor shall ensure that, at a minimum, a daily backup of the account servicing database is made and stored off-site. The Contractor shall also provide the City with a copy of the account servicing database (excluding Customer financial information such as credit card or bank account numbers) sorted by Customer sector via e-mail, FTP site or electronic media upon request. The City shall have unlimited rights to use such account servicing database for the purpose of developing targeted educational and outreach programs, analyzing service level shifts or rate impacts, and/or providing information to successor contractors.

Upon seven (7) days' written notice, the Contractor shall provide the City with a paper and/or electronic copy at the City's discretion of the requested Customer information and history, including but not limited to Customer names, service and mailing addresses, contact information, service levels, and current account status.

## **6.6. Reporting**

The Contractor shall provide monthly, annual, and ad hoc reports to the City. The Contractor report formats may be modified from time to time at the City's request at no additional charge to the City. In addition, the Contractor shall allow City access to pertinent operations information related to compliance with the obligations of this Contract, including but not limited to vehicle route assignment and maintenance logs, certified weight slips from Garbage, Recyclables, and/or Compostables facility, and Customer charges and payments.

Reports shall be focused on providing data in an easy-to-read fashion and must include sufficient information to determine that the terms of the Contract are being met, not general company promotion. Data shall be provided directly in the relevant report, preferably in Microsoft Excel form. Links to websites or company database functions do not fulfill the requirements of the Reporting Section.

Misrepresentation by Contractor in records or reporting or failure to provide the required reports on time shall be cause for performance fees.

### **6.6.1. Monthly Reports**

The Contractor shall provide a monthly report containing the following information for the previous month by the twenty-first (21<sup>st</sup>) Day of the following month. Reports shall be submitted in an electronic format approved by the City and shall be certified as accurate by the Contractor. At minimum, reports shall include a report for each of the following topics that is clearly labeled and identified by topic:

- i. Description of promotion, education, and outreach efforts, including educational materials distributed and summary of any feedback or response received from Customers.
- ii. Summary of total Garbage, Recyclables, and Compostables tonnage collected for each sector by month and year-to-date. Drop-box tonnage shall be separated out from other Container tonnage. The summary shall also include diversion calculations.
- iii. Customer complaint and escalations log which shall include date, Customer name, address, Customer type, complaint, and resolution.
- iv. Missed Customer log which shall include missed Service date, date reported, date picked-up, Customer name, address, Customer type, and Container.
- v. Contamination log which shall include date, Customer name, address, Customer type, Container, specific contamination, whether Container was serviced or not, and action taken such as left tag, called customer, emailed customer, etc.
- vi. Report from the Contractor's Customer Service phone system showing total call volume, total calls answered, average speed of answer, and on-hold time.
- vii. Total billed revenue and Administrative Fee paid to the City.

### **6.6.2. Annual Reports**

On an annual basis, by the first working day of March, the Contractor shall provide a report containing the following information for the previous year:

- i. Consolidated summary and tabulation of the monthly reports as described above.



- ii. Tabulation of the number of Single-family, Multifamily, and Commercial accounts by service level for each material. Drop-box accounts shall include both the average number of monthly customers and the average number of monthly hauls for each size, broken out by uncompacted service, compacted service, and temporary service.
- iii. List of all Customers and their current service level.
- iv. List of all Customers by sector not receiving Recycling services.
- v. List of all Customers by sector not receiving Compostables services.
- vi. Monthly summary of garbage tonnage delivered to each disposal facility and Recyclables and Compostables tonnages delivered to each processing facility.
- vii. Summary of set-out statistics for Single-family Residential Garbage, Compostables, and Recyclables Collection Services. Where item counts are more appropriate for certain Recyclables or Bulky Wastes (e.g., appliances, etc.), reporting item counts are sufficient.
- viii. Summary of Recyclables quantities processed for each collection sector by commodity produced, including contamination levels and processing residues disposed of as Garbage, the average market values of each commodity produced, the blended average value per ton of Recyclables processed, and notice of any significant changes in market value, if any. The summary shall include a description of the methodology and data sources used to calculate the quantities of each commodity produced (e.g., a periodic audit conducted on incoming loads and residuals, composition study published by a reference jurisdiction, etc.) and to calculate the average market values. Market values for commodity values may be reported based on published market indices or local market prices for commodities sold.
- ix. Summary and discussion of the average per ton costs to sort and prepare commodities for sale (processing costs), not including consideration of revenues generated from commodity sales, and notice of any significant changes in processing costs, if any.
- x. Website utilization report showing total number of Customers managing their services on-line, total number of messages received via website, data on site usage, and other data or information as the City may require for internal reporting purposes.
- xi. Map acceptable to the City, the day of the week Garbage, Recyclables, and Compostables shall be collected from Single-family Residences.
- xii. Inventory of current collection vehicles and other major equipment, including model, year, make, serial or VIN number, assigned vehicle number, mileage (if vehicle), collection sector assigned to or used in, maintenance history, and accumulated annual use for individual back-up vehicles.
- xiii. Description of any vehicle accidents, infractions, and reported leaks.
- xiv. Discussion of promotion, education, and outreach efforts, and accomplishments (including changes in diversion) for each sector.
- xv. Description of Contractor activities and tonnages for City services and events.
- xvi. Discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in, and volume of, Recyclables and Compostables collection programs.
- xvii. Discussion of opportunities and challenges expected during the current year, including steps being taken to take advantage of opportunities and resolve the challenges.
- xviii. Description of any changes to collection routes, Containers, vehicles, Customer Service or other related activities affecting the provision of services.
- xix. Sustainability report.

The annual report shall be specific to the City's operations, written in a format appropriate for contract management and shall not be a generalized listing of Contractor activities in the region or elsewhere.

### **6.6.3. Ad Hoc Reports**

The City may request and receive from the Contractor up to four (4) ad hoc reports each year, at no additional charge to the City. These reports may include Customer Service database tabulations to identify specific service level or participation patterns or other similar information. Reports shall be provided in a City-defined format within thirty (30) days of the request. These reports shall not require the Contractor to expend more than fifty (50) staff hours per year to complete.

### **6.6.4. Other Reports**

If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the Contract Term.

## **6.7. Promotion and Education**

The Contractor, at its own cost and at the direction of the City, shall have primary responsibility for developing, designing, executing, and distributing public promotion, education, and outreach programs. The Contractor shall also have primary responsibility for Customer recruitment, providing annual service-oriented information and outreach to Customers, distributing City-developed promotional and educational pieces at the City's direction, and implementing ongoing recycling promotions, education, and outreach programs at the direction of the City.

Each year, the City and Contractor shall jointly plan the Contractor's specific promotion and education program for the upcoming year, including adjustments in materials and/or targeted audiences and revisions to the Contractor's contamination reduction program. Promotion and education materials may include inserts in billing statements, newsletters, e-newsletters, email blasts, social media posts, website content, cart hangers/tags, door hangers, postcards, interior posters, exterior signs, and other avenues directed or agreed to by the City. The City may elect to assist the Contractor with development of promotional material layout and text, as staff time allows, however, the Contractor shall be responsible for all design and development work, subject to City approval.

The Contractor shall provide translations of the proper preparation and disposal of Garbage, Recyclables, and Compostables into Spanish and any additional languages spoken by over five percent (5%) of the City's population.

Promotion, education and outreach materials shall be clear, accurate, reflective of the Contract and industry, contain professional visual graphics, be free of misleading information or typographical errors, and include translation information. All promotion and education materials provided to Customers by the Contractor shall be approved in advance by the City. The Contractor shall provide the City with a minimum of a one (1) week advance review period for social media posts, email blasts, and electronic promotion, and minimum of a two (2) week advance review period for all printed materials. All edits and design changes shall be completed at Contractor's expense.

All printed materials shall be printed on one hundred percent (100%) post-consumer recycled-content paper and have sufficient copies to fulfill requests from Customers and the City. Electronic copies of materials shall be provided to the City and posted on the Contractor's website with file size not to exceed 2 MB each.

#### **6.7.1. Annual Comprehensive Service Guides & Welcome Packets**

Each year, the Contractor shall deliver an annual comprehensive service guide to each Single-family Residential, Multifamily, and Commercial Customer by November 15th. The default distribution shall be a paper copy delivered to the Customer, with a Customer option to receive the service guide electronically instead of a hard copy. The annual comprehensive service guide shall include, at a minimum, the following information:

- i. Proper preparation and disposal of Garbage, Recyclables, and Compostables, including the requirement that lids open more than six inches will be charged for extras
- ii. Rates information, including embedded services, availability of discounts to low-income households, and paperless billing and autopay credits
- iii. On-call clean-up program, Christmas tree recycling, and other no-cost services from this Contract
- iv. Disposal options for difficult-to-recycle items and Hazardous Wastes
- v. Collection guidelines
- vi. Contact information
- vii. Translation resources
- viii. Assistance available from the Contractor
- ix. Any other pertinent information as directed by the City

The Contractor shall also mail a service guide to each Multifamily unit annually. This service guide shall include, at a minimum, proper preparation and disposal of Garbage, Recyclables, and Compostables; disposal options for difficult-to-recycle items and Hazardous Wastes; contact information; translation resources; and any other pertinent information as directed by the City.

New Customers shall receive a welcome packet comprised of materials from the comprehensive service guide for their sector. Customers may choose electronic or mailed copy. Hard copy mailed welcome packets must be mailed within seven (7) days.

Customers may request paper copies of the annual comprehensive service guide at any time, even if the Customer has elected for electronic communication and/or billing.

#### **6.7.2. Outreach and Education Staffing**

The Contractor shall provide a half full-time equivalent (0.5 FTE) staff member specifically focused on outreach and education for the City for the duration of the Contract. The Contractor and the City will coordinate the hiring or selection of this staff member and any subsequently hired or selected replacement, and the City will have a prior right of approval of the employee hired or selected to fulfill this position, including any replacements. The City additionally may require the Contractor to replace the person in this position if the City can reasonably demonstrate that the employee is substantively or qualitatively failing to perform. This position shall educate Residential Customers, Multifamily Complexes, Commercial Customers, and the general public on properly managing waste, reducing waste, increasing diversion, decreasing contamination, and other topics as determined by the City. The Contractor shall

inspect all Multifamily Complex and Commercial Customer Recycling Containers annually for contamination. The Contractor shall also provide targeted outreach and custom-tailored consultations to Multifamily Complexes and Commercial Customers with low waste diversion. Field inspections shall be tracked and used to create custom direct outreach which may include mailed letters, in-person trainings/presentations, door-to-door tenant education, or other outreach methods. The Contractor shall also provide photocentric flyers, stickers, signage, door hangers, and other materials needed to support outreach and education. The Contractor shall track program results and report to the City monthly.

### **6.7.3. Community Outreach Events**

The Contractor shall attend a minimum of two community events per year in the Service Area to provide an educational booth for event attendees. Events shall be selected in coordination with the City and may include City-sponsored events/festivals, farmers markets, block parties, or other community gatherings.

### **6.7.4. Site Visits**

Annually, the Contractor shall contact the manager or owner of all Multifamily and Commercial sites within the Service Area by phone and/or in-person visits to encourage Recycling and Composting participation, address concerns, space or contamination problems, provide outreach to residents, and inform the manager or owner of all available Recycling and Composting services and ways to decrease Garbage generation. The Contractor shall provide copies of educational materials, including appropriately translated versions, needed to support outreach and education. The Contractor shall also provide reusable tote bags for each Multifamily Resident upon request of the City or the Multifamily manager or owner. The Contractor shall coordinate and work cooperatively with City staff and/or consultants hired to conduct outreach and education, and provide technical assistance.

### **6.8. Transition to Next Contractor**

The Contractor shall work with the City and any successive contractor in good faith to ensure minimal Customer disruption during the transition period to the City's next Contractor, if this Contract is not extended, renewed, or renegotiated.

In the event that the City does not elect to retain the Contractor's Containers, the Contractor shall remove any Containers for all services or any portion of services provided under this Contract upon sixty (60) Days written notice from the City. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience.

Upon written request of the City at any time during the term of this Contract, the Contractor shall provide either the City or a successive contractor a detailed customer list, including customer name, contact information, service address, billing address, and collection and Container rental service levels to the City in Microsoft Excel format (or other City-approved format) within seven (7) Days of the City's request.

Failure to fully comply with this section shall result in the forfeiture of the Contractor's performance bond, at the City's discretion.

## **7. COMPENSATION**

### **7.1. Compensation to the Contractor**

#### **7.1.1. Customer Rates**

The Contractor shall be responsible for billing and collecting funds from Single-family Residence, Multifamily, and Commercial Customers in accordance with the charges for services listed in Exhibit B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Exhibit B. The payment of charges for services listed in Exhibit B by Customers shall comprise the entire compensation due to the Contractor. In no event shall the City be responsible for money that the Contractor, for whatever reason, is unable to collect.

The Contractor shall offer low-income seniors, persons with disabilities, and disabled veterans who qualify for the King County property tax exemption a fifty percent (50%) discount on regular Single-family Garbage services. The payment of charges for services listed in Exhibit B by Customers shall comprise the entire compensation due to the Contractor.

In the event that a Customer places Excluded Materials or Unacceptable Materials in a Container, and the Contractor collects those materials inadvertently and incurs extraordinary expenses dealing with those materials, the Contractor may charge the Customer the actual costs of managing those materials, as approved by the City. Actual costs shall include additional transportation, handling, and disposal costs incurred by the Contractor for handling only those specific materials traceable to that Customer.

The City is not required under this Contract to make any payments to the Contractor for the Services performed, or for any other reason, except as specifically described in this Contract, or for services the City obtains as a Customer.

In the event that Contractor or a Customer desires services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to the City in writing, based on an adjacent Contractor WUTC tariff if the Contractor operates in such an area or an average of surrounding WUTC tariffs if the Contractor does not operate in an adjacent WUTC tariff area. Upon the City's written approval, the Contractor may provide the requested services. In no case shall the Contractor provide unauthorized services or charge unauthorized rates.

#### **7.1.2. Itemization on Invoices**

All applicable City, County, and State solid waste or Hazardous Waste taxes or fees, utility taxes, and certain sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Exhibit B, except that the City Administrative Fee shall be included in Exhibit B rates and shall not be itemized separately on Customer invoices.

Charges for excess Garbage, Compostables collection, excess Compostables, Drop-box Container collection services, On-call Bulky Waste collection services, Container rentals, or temporary Container services shall be itemized on the Customer invoices separately by the Contractor, and may at no time exceed the charges set forth in Exhibit B. The Contractor shall not charge separately for the collection of Source-Separated Recycling collection.

The Contractor shall itemize County disposal fees for Drop-box Container service separately on Customer invoices. The Contractor shall charge Drop-box Customers the actual disposal cost plus the current state excise tax on the disposal component without any further mark-up.

The Contractor shall not separately charge sales tax for services that include any Container as part of the overall service package. Only Services that separate and itemize optional Container rental (specifically Drop-box Container rental) shall have sales tax charged and listed on Customer invoices. The Contractor shall pay appropriate sales tax upon purchase of all equipment and Containers, and those costs are included in the rates provided in Exhibit B. In no case shall Customers be separately charged sales taxes paid by the Contractor on its equipment and Containers.

Except as otherwise expressly provided for by the Contract, the Contractor shall not adjust or modify rates due to employee wage increases, changes in the value or processing costs of Recyclables, changes in Compostables processing fees, Garbage collection service level shifts, or other changes affecting the collection system.

## **7.2. Rate Adjustments**

Periodic adjustments shall be made to rates contained in Exhibit B to reflect increases or decreases in CPI, Tipping Fees, and Fixed Annual Charge as described below. An example of annual rate adjustments due is provided in Exhibit D. Adjustments shall be made in units of one cent (\$0.01). All calculations shall truncate numbers and percentages to two decimal places (\$1.23 or 1.23%).

In the event that the Contractor does not submit a Rate Adjustment Statement by October 1<sup>st</sup>, the City shall calculate and unilaterally implement a rate adjustment based on the best available information as of October 1<sup>st</sup> of that year for the applicable period and the Contractor may not appeal this action. On the City's review and verification, absent any City exception to the Contractor's calculations, the new rates shall take effect on January 1<sup>st</sup> of the following year.

### **7.2.1. CPI Service Adjustments**

The service component of the rates and the miscellaneous fees and charges contained in Exhibit B that do not have separate Garbage disposal components for each level of service shall increase by a flat three percent (3%) per year.

An initial adjustment of the Exhibit B rates shall be performed by May 31, 2024. The adjusted rates shall be in effect from the Date of Commencement of Service through December 31, 2025. The rate modification notification to Customers shall be provided in informational materials as part of the new Contract roll-out.

Beginning January 1, 2026, Contractor's service fee component shall be adjusted annually pursuant to this section. The Contractor shall submit in writing and electronic form to the City for review and verification a Rate Adjustment Statement, calculating the new rates for the next year, on or by October 1<sup>st</sup> of each year.

### **7.2.2. Tipping Fee and Fixed Annual Charge Adjustments**

Periodic adjustments shall be made to the disposal fee component of the rates contained in Exhibit B to reflect increases or decreases in County Tipping Fees and Fixed Annual Charge. Disposal fee changes shall be effective on the date of the County's implementation, provided that the Contractor has provided Customers forty-five (45) days' notification.

In the event that Compostable processing fees that the Contractor pays a third party increase substantially more than the escalation factor described in Rate Adjustments Section due to changes in law or regulation, the Contractor may submit to the City a request to consider a compensating rate adjustment for the amount of the impact above the normal inflationary adjustment. Any request shall be made in conjunction with the annual rate process. The City shall review the request promptly and may, at its sole discretion, allow the Contractor to increase rates by a City-specified amount to compensate for increased Compostables processing costs.

### **7.2.3. Changes in Disposal or Compostables Processing Sites**

If the Contractor is required by the City or other governmental authority to use Garbage disposal or Compostables processing sites other than those being used at the initiation of this Contract, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case shall be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the Customer or any additional savings to the Contractor to Customers. The City and Contractor agree to negotiate in good faith to make any changes to the rates to accomplish a pass-through of any such costs or savings.

### **7.2.4. Recycling Commodity Value**

The City and Contractor agree that the rates in Exhibit B include all Recyclables processing and marketing costs, including processing residual disposal. The Contractor shall retain revenues gained from the sale of Recyclables. Likewise, a tipping fee or acceptance fee charged for Recyclables shall be the financial responsibility of the Contractor.

### **7.2.5. New or Changes in Existing Taxes**

If new municipal, county, regional, or State taxes or fees are imposed, the rates of existing taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of ten thousand dollars (\$10,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted so as to pass through any resulting additional costs incurred by the Contractor to the Contractor or any savings realized to the Contractor to the City. The Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate for the amount exceeding the ten thousand dollars (\$10,000) aggregated threshold (in cases in which the threshold applies) and if so, to determine the amount and the method of

adjustment. "New or changes in existing taxes" as contemplated by this section shall not include changes under the Change in Law Section.

### **7.2.6. Changes in Service Provision**

In the event that the Contractor initiates any changes in how Contract services are provided that reduce Contractor costs and cause adverse Customer impacts in the opinion of the City, the Contractor shall promptly notify the City in writing of such reduced costs, and rates shall be reduced within thirty (30) Days of the subject change so that the City and the Contractor's Customers shall receive the benefit of eighty percent (80%) of the cost savings. Contractor changes in how Contract services are provided that do not adversely affect Customers shall not affect Customer rates.

### **7.3. Compensation to the City**

The Contractor shall pay to the City a one-time fee of fifty-five thousand dollars (\$55,000) upon Contract execution to cover City costs for procuring this Contract.

The Contractor shall also pay to the City an Administrative Fee of 2.3% on or before the fifteenth (15<sup>th</sup>) day of each month during the term of this Contract, starting the month following the initiation of the fee. The Administrative Fee shall be based on the gross receipts received by the Contractor from all Customers under this Agreement, excluding Drop-box Container disposal fees. The Contractor's obligations to pay the Administrative Fee shall survive the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

The Contractor shall fully participate with any City billing audit to confirm the Contractor's Customer receipts during any accounting period during the term of the Contract. The audit shall be confined to confirming Customer billing rates, Contractor receipts for services provided under this Contract and bad debt recovery.

The City may change the Administrative Fee level in any year, provided that the change is synchronized with the annual Contractor rate modification. The City shall notify the Contractor of the new Administrative Fee for the following year by September 1<sup>st</sup>, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1<sup>st</sup> of each year. In the event that the Administrative Fee is adjusted, either up or down, the Contractor shall add or subtract the change in Administrative Fee plus an amount equivalent to the State excise tax (1.75% in 2023) on the change in Administrative Fee, as may be adjusted from time to time by the State.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees, and taxes as described in the Permits and Licenses Section.

### **7.4. Change in Law**

Changes in federal, state, or local laws or regulations or a continuing Force Majeure event that results in a detrimental change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the Contractor for a rate adjustment, subject to review and approval by the City, at the City's reasonable discretion. If the City requires review of the Contractor's financial or other proprietary information in conducting its rate review, at the request of the Contractor,



the City shall retain a third-party to review such information at the Contractor’s expense and may take any other steps it deems appropriate to protect the confidential nature of the Contractor’s documents and preserve the Contractor’s ongoing ability to remain competitive. A “change in law” as contemplated by this section, shall not include changes under the New or Changes in Existing Taxes Section.

## 8. FAILURE TO PERFORM

The City expects the Contractor to provide a high level of Customer Service and collection services. Performance failures shall be discouraged, to the extent possible, through specific performance fees for certain infractions and through Contract default for more serious lapses in service provision.

### 8.1. Performance Fees

The City reserves the right to make periodic, unscheduled inspection visits and/or reviews to determine the Contractor’s compliance with the provisions and requirements of this Contract. In the event that the City’s inspection and/or reviews reveal that the Contractor has failed to satisfactorily perform any duties of this Contract, the City shall present an incident report to the Contractor detailing such unsatisfactory performance. The Contractor and the City agree that upon receiving such report, the Contractor shall pay the following dollar amounts, not as a penalty, but as performance fees for failure to satisfactorily perform its duties under this Contract. The City and the Contractor agree that the City’s damages would be difficult to calculate in any litigation and that these dollar amounts are a reasonable estimate of the damages sustained by the City as a result of the Contractor's failure to satisfactorily perform its duties under this Contract. The performance fees in this section shall not apply to the service impacts of Labor Disruptions, as separate performance fees shall apply under those circumstances. These performance fees apply even if not specifically listed in other sections of this Contract.

Performance fees shall include:

Action or Omission	Performance Fees
1. Failure to ensure that all Customers have Contract-compliant Garbage, Recyclables, and Compostables Containers on or before the Effective Date.	Five thousand dollars (\$5,000) per day, plus twenty-five dollars (\$25) per Container per day.
2. Collection before or after the times specified, except as expressly permitted in writing.	Five hundred dollars (\$500) per vehicle on each route.
3. Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, missed service, spilling, not locking Containers, not closing gates, not replacing lids, crossing planted areas, or similar violations.	One hundred dollars (\$100) per Customer site, not to exceed five hundred dollars (\$500) per vehicle daily.
4. Missed collection of a block segment of Single-family Residences (excluding collections prevented by inclement weather).	Two hundred fifty dollars (\$250) per block segment if a collection is performed the following collection day; one thousand dollars (\$1,000) if not collected by the next business day.

Action or Omission	Performance Fees
5. Failure to collect missed materials within one (1) business day of notification.	One hundred dollars (\$100) per Customer per collection day to a maximum of five hundred dollars (\$500) per vehicle.
6. The collection as Garbage of non-contaminated Source-separated Recyclables, Yard Debris, or Compostables in clearly identified Containers, bags, or boxes.	One thousand dollars (\$1,000) per Customer per incident.
7. Rejection of Garbage, Recyclables, or Compostables without providing documentation to the Customer of the reason for rejection.	One hundred dollars (\$100) per Customer per incident.
8. Failure to properly document and/or notify Customer of contamination.	One hundred dollars (\$100) per Customer per incident.
9. Failure to deliver or remove Containers within three (3) business days of a request to Customers requesting service after the Effective Date.	One hundred dollars (\$100) per Customer per day.
10. Failure to include City-approved promotional materials when Garbage, Recycling, and/or Compostables Containers are delivered to Customers.	One hundred dollars (\$100) per Customer.
11. The use of outdated or unauthorized labels or lack of required labels on Contractor-provided Containers.	One hundred dollars (\$100) per Container.
12. Failure to maintain clean, sanitary, and properly painted Containers.	Fifty dollars (\$50) per Container, up to a maximum of one thousand dollars (\$1,000) per inspection.
13. Failure to replace a leaking Container within one (1) business day of notification.	One hundred dollars (\$100) per business day that the Container is not replaced.
14. Failure to initiate clean-up or collect leaked or spilled materials and/or failure to notify the City within three (3) hours of Contractor knowledge of such release.	Five hundred dollars (\$500) per vehicle, per occurrence, plus clean-up costs.
15. City observed or customer photographed leakage or spillage from Contractor vehicles or of vehicle contents.	Five hundred dollars (\$500) per vehicle, inspection, clean-up costs, and potential code fines/penalties.
16. Failure to maintain Contract-compliant vehicles.	Two Hundred and fifty dollars (\$250) per vehicle, up to a maximum of two thousand five hundred dollars (\$2,500) per inspection.
17. Failure to separate collection of materials from Service Area Customers from non-Service Area customers.	Five thousand dollars (\$5,000) per route per day.
18. Failure to meet Customer Service answer and on-hold time performance requirements.	Five thousand dollars (\$5,000) per month.

Action or Omission	Performance Fees
19. Failure to meet the service and performance standards, outside of the Customer service answer and on-hold time, for two (2) consecutive months.	Two hundred and fifty dollars (\$250) per day until the service standards are met for ten (10) consecutive business days.
20. Failure to provide accurate information to Customers by Customer Service staff, including inappropriately directing Customers to contact the City.	One hundred dollars (\$100) per Customer.
21. Failure to include accurate and/or required information on the Contractor's website.	Two hundred-fifty dollars (\$250) per day.
22. Failure to provide the required annual or monthly reports on time.	Five hundred dollars (\$500) per day past the deadline.
23. Misrepresentation by Contractor in records or reporting.	Five thousand dollars (\$5,000) per occurrence.
24. Inability to reach the Contractor's staff via the emergency phone number.	Two hundred-fifty dollars (\$250) per day.
25. Failure to fulfill contract requirements not otherwise addressed.	One hundred dollars (\$100) per incident or day, as appropriate, plus any cost or damages to the City.

The City may impose these performance fees based on each instance of non-performance or each day non-performance continues, depending on the Contractor's type of non-performance. Nothing in this section shall be construed as providing an exclusive list of the acts or omissions of the Contractor that shall be considered violations or breaches of the Contract, and the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. Any specific reference in a section of this Contract stating that a specific provision is subject to performance fees shall not in any manner limit the imposition of performance fees in any other section. The performance fees schedule set forth here shall not affect the City's ability to terminate this Contract as described in the Contract Default Section.

Performance fees, if assessed during a given month, shall be invoiced in writing by the City to the Contractor. The Contractor shall be required to pay the City the invoiced amount within thirty (30) days of billing. Failure to pay performance fees shall be considered a breach of this Contract, and shall accrue penalty charges of eight percent (8%) per month of the amount of any delinquent payments.

Any performance fees assessed against the Contractor may be appealed by the Contractor in writing to the City within ten (10) days of being invoiced for assessed performance fees. The Contractor shall be allowed to present evidence as to why the amount of the assessed performance fees should be lessened or eliminated, including the provision of incorrect information provided by a previous contractor for contract failures during the initial transition period. The City's decision shall be final and not subject to appeal.

## 8.2. Contract Default

The Contractor shall be in default of this Contract if it violates any material provision of this Contract. Specifically, and without limitation, the Contractor shall be in default of the Contract should any of the following occur:

- i. The Contractor fails to commence the collection of Garbage, Recyclables, or Compostables, or fails to provide any portion of service under the Contract on the Date of Commencement of Service, or for a period of more than five (5) consecutive Days at any time during the term of this Contract, except as provided pursuant to the Service Disruption Section or Force Majeure Section.
- ii. The Contractor fails to obtain and maintain any permit, certification, authorization, or license required by the City, County, or any federal, state, or other regulatory body in order to collect materials under this Contract, or comply with any environmental standards and regulations.
- iii. The Contractor's noncompliance creates a nuisance, or hazard to public health or safety or the environment.
- iv. The Contractor disposes of uncontaminated Source-separated Recyclables or Compostables collected from clearly identified Recyclables or Compostables Containers, bags, or boxes, in a landfill, incinerated at an incinerator or energy recovery facility, or disposed of as Garbage, without the prior written permission of the City.
- v. The Contractor fails to make any required payment to the City, as specified in this Contract.
- vi. The Contractor is assessed performance fees in excess of fifteen thousand dollars (\$15,000) during any consecutive six (6) month period.
- vii. The Contractor fails to resume full service to Customers within twenty-one (21) Days following the initiation of a labor disruption.
- viii. The Contractor fails to maintain, in good standing, surety and insurance required by this Contract.

The City reserves the right to pursue any remedy available at law or in equity for any default by the Contractor. In the event of default, the City shall give the Contractor ten (10) days' prior written notice of its intent to exercise its rights to declare the Contractor in default; however, if an emergency shall arise (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) days' prior written notice, the City shall promptly notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the default within the stated period, or initiates efforts satisfactory to the City (in the City's sole discretion) to remedy the default and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident.

If Contractor fails to fully and promptly comply with any or all its contractual obligations, or fails to give any reason satisfactory to the City for noncompliance, and fails to correct the same, the City, after the initial ten (10) days' notice, may then declare the Contractor to be in default of this Contract and either begin the Dispute Resolution process or notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and may be copied to the surety on the Contractor's performance bond. Upon receipt of such notice, the Contractor agrees that it shall promptly commence dispute resolution or discontinue the services provided under this Contract, depending upon the relief the City selects. If the City provided notice of Contractor's default to the surety of the Contractor's performance bond, the surety may, at its option, within ten (10) days from such written notice, assume the services provided under this Contract that the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein.

In the event that the surety on the Contractor’s performance bond fails to exercise its option within the ten (10) day period, the City may complete the Services provided under this Contract or any part thereof, either through contract with another party or any other means.

The City shall be entitled to recover from Contractor and the surety on Contractor’s performance bond as damages all expenses incurred, including reasonable attorneys’ fees, together with all such additional sums as may be necessary to complete the services provided under this Contract, together with any further damages sustained or to be sustained by the City. A surety performing under this Contract shall be entitled to payment in accordance with this Contract for Contract services provided by the surety, and shall otherwise be subject to the same rights and obligations with respect to the Contract services furnished by the surety as would be applicable if the Contract services were to be performed by the Contractor. The City’s obligation to pay for such Contract services shall be subject to satisfactory performance by the surety as well as to setoffs or recouplements for sums, if any, owed by Contractor to City on account of Contractor’s abandonment or default.

If the City employees provide Garbage, Recyclables, or Compostables collection, the actual incremental costs of City labor, overhead, and administration shall serve as the basis for a charge to the Contractor and the surety on the Contractor’s performance bond.

**9. NOTICES**

Routine communications between the Contractor and the City’s contract manager shall be conducted via email unless otherwise required under this Contract. All notices referencing change of ownership, penalties, rate requests, performance fees, or Contract default shall be emailed and provided in writing, personally served, or mailed (postage-prepaid and return receipt requested), addressed to the Parties as follows, or as amended by either Party, in writing, from time to time. The Contractor shall provide e-mail addresses for use by the City when sending notices of penalties, performance fees, or Contract default:

To the City	To Contractor
Tawni Dalziel Director of Public Works and Community Development City of Maple Valley 22017 SE Wax Road, Suite 200 Maple Valley, WA 98038 425-413-8800 Tawni.Dalziel@maplevalleywa.gov	XXX

**10. GENERAL TERMS**

**10.1. Collection Right**

Throughout the Contract Term, the Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Recyclables, and Compostables placed in designated Containers and set out in the regular collection locations within the City Service Area subject to this Contract. When asked by the Contractor, the City shall make a good faith effort to protect the exclusive rights of the Contractor under this Contract; however, the City shall not be obligated to instigate, join in, or contribute to the expense of litigation to protect the exclusive rights of the Contractor unless the City’s institution of or joinder in such

litigation is necessary for the protection of those rights. The Contractor may independently enforce its rights under this Contract against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by the Contractor (without obligating the City to join any such litigation, except for as provided in this paragraph). These efforts may include but not be limited to cease and desist letters, assistance with documenting violations, and other activities as City staff time reasonably allows.

The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage, Recyclables, and Compostables once these materials are placed in Contractor-provided or the City-owned Containers. The Contractor shall retain revenues gained from the sale of Recyclables or Compostables. Likewise, a tipping or acceptance fee charged for Recyclables or Compostables shall be the financial responsibility of the Contractor.

This Contract provision shall not apply to Garbage, Recyclables, or Compostables self-hauled by the generator; to Source-separated materials hauled by common or private carriers (including drop-off recycling sites); or to construction/demolition waste hauled by self-haulers or construction or demolition contractors in the normal course of their business.

## **10.2. Access to Records**

The Contractor shall maintain in its local office full and complete operations, Customer, financial, and Service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least seven (7) years thereafter, maintain in an office within thirty (30) miles of the Service Area for storing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's Services provided under this Contract. Those Contractor's accounts shall include, but shall not be limited to, all records, invoices, and payments under the Contract, as adjusted for additional and deleted Services provided under this Contract. The City shall be allowed access to these records for audit and review purposes, subject to the same protections of the Contractor's financial or other proprietary information set forth in the Access to Records Section.

The Contractor shall make available copies of certified weight slips for Garbage, Recyclables, and Compostables on request within two (2) business days of the request. The weight slips may be requested for any period during the Term of this Contract.

## **10.3. Insurance**

The Contractor shall procure and maintain, for the Term of the Contract, insurance that meets or exceeds the coverage set forth below, as determined in the sole reasonable discretion of the City. The cost of such insurance shall be paid by the Contractor.

Contractor's maintenance of insurance as required by this Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

### **10.3.1. Minimum Scope of Insurance**

The Contractor shall obtain insurance that meets or exceeds the following of the types described below:

- i. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of the City. The City shall be named as an additional insured under the Contractor's Automobile Liability insurance policy.
- ii. Commercial General Liability insurance shall as broad as ISO occurrence form CG 00 01, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsements CG 2010 0704 and CG 2037 0704 or substitute endorsements providing at least as broad coverage.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State.
- iv. Contractor's Pollution Liability insurance coverage covering any occurrence of bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo. The City shall be named as an additional insured under the Contractor's Pollution Liability insurance policy.

### **10.3.2. Minimum Amounts of Insurance**

Contractor shall maintain at a minimum the following insurance limits:

- i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars (\$5,000,000) for each accident. Limits may be achieved by a combination of primary and umbrella policies.
- ii. Commercial General Liability insurance shall be written with limits no less than five million dollars (\$5,000,000) for each occurrence, five million dollars (\$5,000,000) general aggregate, and a two million dollar (\$2,000,000) products-completed operations aggregate limit. Limits may be achieved by a combination of primary and umbrella policies.
- iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the State.
- iv. Contractor's Pollution Liability insurance shall be written with limits no less than three million dollars (\$3,000,000) combined single limit for each pollution condition for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

### **10.3.3. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

- i. The Contractor's insurance coverage shall be the primary insurance with respect to the operations being performed as a part of this contract, City, its officials, employees, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it. The City, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on the Contractor's Automobile Liability, Commercial General Liability, and Pollution Liability insurance policies, via blanket-form endorsement.
- ii. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iii. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after the Contractor endeavors to provide thirty (30) Days prior written notice has been given to the City. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation of any insurance immediately on receipt of insurers' notification to that effect.

### **10.3.4. Acceptability of Insurers**

Insurance is to be placed with insurers with a current AM Best rating of not less than A:VII.

### **10.3.5. Verification of Coverage**

The Contractor shall furnish the City Manager and City Attorney with original certificates and a copy of the blanket-form amendatory endorsements as required herein, including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor at least thirty (30) Days before the Date of Commencement of Service of this Contract.

### **10.3.6. Subcontractors**

Contractor shall request all subcontractors performing work in connection with this Agreement to maintain the following minimum insurance: Workers' Compensation in accordance with applicable law or regulation, Employer's Liability with limits of one million dollars (\$1,000,000), Commercial General Liability with limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the annual aggregate, and Automobile Liability insurance with limits of one million dollars (\$1,000,000).

## **10.4. Performance Bond**

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond(s) in a form acceptable and approved by the City in the amount of seven hundred and fifty thousand dollars (\$750,000). The bond(s) shall be issued for a period of not less than one (1) year, and the Contractor



shall provide new bond(s) to the City no less than sixty (60) Days prior to the expiration of the bond(s) then in effect. The City shall have the right to call the bond(s) in full in the event its renewal is not confirmed prior to five (5) Days before its expiration.

## **10.5. Indemnification**

### **10.5.1. Indemnify and Hold Harmless**

The Contractor shall indemnify, defend, protect, and hold harmless the City, its elected and appointed officials, officers, employees, representatives, volunteers, agents and assigns from any and all third-party claims or suits, and any damages, costs, judgments, awards or liability resulting from such claims or suits, for injury or death of any person or damage to property to the extent the same is caused by the actual or alleged negligent acts or omissions, or willful misconduct, of Contractor, its agents, servants, representatives, officers, or employees in the performance of this Contract and any rights granted hereunder. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract, or to the extent such claim or demand is caused by Contractor's unlawful release of Hazardous Waste in violation of any Environmental Law in its performance of Services and exercise of any rights granted hereunder. This indemnity includes each of the following to the extent the same is caused by Contractor's unlawful release of Hazardous Substances in violation of applicable Environmental Laws:

- i. Liability for a governmental agency's costs of removal or remedial action for such release by Contractor of Hazardous Waste.
- ii. Damages to natural resources caused by Contractor's release of Hazardous Waste, including reasonable costs of assessing such damages.
- iii. Liability for any other person's costs of responding to such release by Contractor of Hazardous Waste.
- iv. Liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any Environmental Laws that are caused by Contractor's release of Hazardous Waste.

Provided, however, such indemnification shall not extend to any portion of any claims, demands, liability, loss, cost, damage or expense of any nature whatsoever including all costs and attorneys' fees caused by the willfully tortious, or negligent acts or omissions of the City, its agents, employees, official, officers, contractors or subcontractors.

### **10.5.2. Process**

In the event any claim for such damages be presented to or filed with the City, the City shall promptly notify Contractor, and Contractor shall have the right, at its election and at its sole cost and expense, to settle and compromise the claim. In the event any suit or action is filed against the City based upon any claim or demand, the City shall likewise promptly notify Contractor, and Contractor shall defend that claim at its sole cost and expense and with legal counsel agreed to by the City; provided, however, Contractor shall not settle any suit or action without the express written agreement by the City. The indemnification

obligations set forth herein shall extend to claims that are not reduced to a suit and any claims that may be compromised, with the Parties' written consent, prior to the culmination of any litigation or the institution of any litigation. The City also has the right to defend or participate in the defense of any claim at its own cost and expense, provided that Contractor shall not be liable for settlement or other compromise unless it has consented in writing.

These provisions have been mutually negotiated by the Parties. Solely to the extent required to enforce the indemnification provisions of this section, Contractor waives its immunity under Title 51 RCW, Industrial Insurance; provided, however, the foregoing waiver shall not in any way preclude Contractor from raising such immunity as a defense against any claim brought against Contractor by any of its employees.

Inspection or acceptance by the City of any Services performed under this Contract shall not be grounds for avoidance of any of these covenants of indemnification.

The provisions of this section shall survive the termination or expiration of this Contract.

## **10.6. Confidentiality of Information**

Pursuant to the Washington Public Records Act ("PRA"), chapter 42.56 RCW, public records, as defined by the PRA may be subject to disclosure upon request by any person, unless the documents are exempt from public disclosure by a specific provision of law.

If the City receives a request for inspection or copying of any Contractor-provided documents that have been identified as confidential and proprietary, it shall employ its best efforts to promptly notify the Contractor in writing regarding the public records request. The City shall give the Contractor ten (10) business days after notification within which to obtain a court order prohibiting the release of the documents. The City assumes no contractual obligation to enforce any exemption under the PRA.

## **10.7. Assignment of Contract**

### **10.7.1. Assignment or Pledge of Money by the Contractor**

The Contractor shall not assign or pledge any of the money due under this Contract without securing the prior written approval of the surety of the Contractor's performance bond and providing at least thirty (30) day's prior written notice to the City of such assignment or pledge together with a copy of the surety's approval. This assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract. The requirements of this section shall not apply to the grant of a general security interest in the Contractor's assets to secure the Contractor's obligations under any loan or credit facility entered into by the Contractor or the Contractor's parent.

### **10.7.2. Assignment, Subcontracting, and Delegation of Duties**

The Contractor shall not assign or subcontract any of the services provided under this Contract or delegate any of its duties under this Contract without the prior written approval of the City, which may be granted or withheld in the City's sole discretion.

In the event of an assignment, subcontracting, or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, or other Comprehensive Garbage, Recyclables, and Compostables Collection Contract

obligor shall also become responsible to the City for the satisfactory performance of the services to be provided under this Contract. The City may impose conditions of approval on any such assignment, subcontracting, or Change of Control, including but not limited to requiring the delivery by the assignee, subcontractor, or other obligor of its covenant to the City to fully and faithfully complete the services to be provided under this Contract or responsibilities undertaken. In addition, the assignee, subcontractor, or obligor shall sign a separate statement agreeing to abide by all terms and conditions of this Contract. The City may terminate this Contract if the assignee, subcontractor, or obligor does not comply with this clause.

For the purposes of this Contract, any Change of Control of the Contractor shall be considered an assignment subject to the requirements of this section. Nothing herein shall preclude the City from executing a novation, allowing the new ownership to assume the rights and duties of the Contract and releasing the previous ownership of all obligations and liability.

### **10.7.3. Change of Trade Name**

In the event the Contractor wishes to change the trade name under which it does business under this Contract, the Contractor shall provide the name, logo, and colors under which it will be doing business in writing to the City at least thirty (30) days prior to the effective date of its change of trade name. Within a reasonable period, but in any event not more than three (3) months, following a change of trade name by the Contractor, all items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional materials, website pages, billing statements, envelopes, Container decals, and other items. Vehicles are the only exception; vehicles must be repainted with new trade name, and any new logo or colors, within two (2) years of the effective date of the change of trade name. Failure to comply with the terms of this section shall result in performance fees.

### **10.8. Laws to Govern/Venue**

This Contract shall be governed by the laws, rules, and jurisdiction of King County, Washington, both as to interpretation and performance. Venue shall be the King County Superior Court.

### **10.9. Compliance with Applicable Laws and Regulations**

The Contractor shall comply with all federal, state, and local regulations and ordinances applicable to the work to be done under this Contract. Any violation of the provisions of this section shall be considered a violation of a material provision of this Contract and shall be grounds for performance fees, cancellation, termination, or suspension of the Contract by the City, and may result in ineligibility for further work for the City.

The Contractor agrees not to discriminate against any employee or applicant for employment or any other persons in the performance of this Contract because of race, religion, creed, color, national origin, marital status, gender, age, disability, sexual orientation, gender identity, or other circumstances as may be defined by federal, State, or local law or ordinance, except for a bona fide occupational qualification. Without limiting the foregoing, Contractor agrees to comply with the provisions of the Affidavit of Equal Opportunity & Title VI Compliance requirements incorporated herein by this reference. The Contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contractor setting forth the provisions of this nondiscrimination clause.

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with, including ergonomic and repetitive motion requirements. The Contractor must indemnify and hold harmless the City from all damages, injuries or losses assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all federal, State, and local health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

The Contractor is specifically directed to observe all weight-related laws and regulations in the performance of these services, including axle bridging and loading requirements.

#### **10.10. Permits and Licenses**

The Contractor and subcontractors shall secure a City business license and pay all fees and taxes levied by the City. The Contractor shall obtain all permits, certifications, authorizations, and licenses necessary to provide the services required herein prior to the Date of Execution of this Contract at its sole expense.

The Contractor shall be solely responsible for all taxes, fees, and charges incurred, including, but not limited to, license fees and all federal, State, regional, county, and local taxes and fees, including, without limitation, income taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies, or activities related to the Contractor's activities under the Contract, business and occupation taxes, workers' compensation, and unemployment benefits.

#### **10.11. Relationship of Parties**

The City and Contractor intend that an independent contractor relationship shall be created by this Contract. The implementation of services shall lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City.

#### **10.12. Contractor's Relationship with Customers**

The Contractor shall not separately contract with Customers for any services covered under this Contract; however, the Contractor may negotiate separate agreements with Customers for the sole purpose of compactor leasing or other related services only when not included in this Contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this Contract. These separate agreements must be in writing and shall in no way expressly or by application supersede this Contract. The Contractor agrees these separate agreements shall not contain durations any longer than the final date of this Contract's Term. The Contractor shall provide to the City a detailed list of all such separate agreements with Customers upon the City's request. The City may, at its sole option, regulate similar or identical services in the successor to this contract.

### **10.13. Bankruptcy**

It is agreed that if an order for relief with respect to the Contractor is entered in any bankruptcy case, either voluntarily or involuntarily, in which the Contractor is a debtor, then this Contract, at the option of the City, may be terminated effective on or after the day and time the order for relief is entered.

### **10.14. Right to Renegotiate or Amend**

The City shall retain the right to renegotiate this Contract or negotiate contract amendments at its discretion or based on policy changes, State statutory changes, or County rule changes, State or federal regulation changes regarding issues that materially modify the terms and conditions of the Contract, including but not limited to any modifications to contracting terms or policies as they relate to County disposal services. The City may also renegotiate this Contract should any State, County, or City rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate in good faith with the City in the event the City wishes to change disposal locations or add additional services or developments, such as those identified through a pilot program, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

This Contract may be amended, altered, or modified only by a written amendment or addendum executed by authorized representatives of the City and the Contractor.

### **10.15. Force Majeure**

Provided that the requirements of this section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by Acts of Nature, including but not limited to landslides, lightning, forest fires, storms, floods, freezing and earthquakes, terrorism, civil disturbances, acts of the public enemy, wars, blockades, public riots, explosions, pandemics, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor, and are not the result of the willful or negligent act, error or omission of the Contractor; and that could not have been prevented by the Contractor through the exercise of reasonable diligence ("Force Majeure"). The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

The following events do not constitute Force Majeure: strikes, other than nationwide strikes or strikes that by virtue of their extent or completeness make the particular goods or services effectively unavailable to the Contractor; work stoppages or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor; accidents to machinery, equipment or materials; unavailability of required materials or disposal restrictions; or general economic conditions.

If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify the City by phone and email, on or promptly after the Force Majeure is first known, followed within seven (7) Days by a written description of the event and cause thereof to the extent known; the date the event began, its estimated duration, the estimated time during which the performance of the Contractor's obligations will be delayed; the likely financial impact

of the event; and whatever additional information is available concerning the event and its impact on the City and Customers. The Contractor shall provide prompt written notice of the cessation of the Force Majeure. Whenever such event shall occur, the Contractor, as promptly and as reasonably possible, shall use its best efforts to eliminate the cause, reduce the cost, and resume performance under the Contract. In addition, if as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, the Contractor shall notify all Customers regarding the disruption in collection service in the same manner as the notification required in the case of inclement weather.

#### **10.16. Severability**

If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions of the Contract shall remain in full force and effect.

#### **10.17. Waiver**

No waiver of any right or obligation of either party shall be effective unless in writing, specifying such waiver, and executed by the party against whom the waiver is sought to be enforced. A waiver by either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

#### **10.18. Incorporation of Contractor's Proposal**

The Contractor's Proposal, dated XXX, submitted in response to the City's Request for Proposals, is fully incorporated by this reference, including but not limited to collection vehicle types, Customer Service staffing and approach, processing abilities and other commitments made in the Contractor's proposal and all associated clarifications and supplemental proposal materials or attachments. In the case of conflict between the Contractor's proposal and this Contract, the provisions of this Contract shall prevail.

#### **10.19. Dispute Resolution**

The Parties shall attempt to resolve any and all disputes to the mutual satisfaction of both Parties by good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all Services included in this Contract. Disputes not resolved in accordance with other provisions of this Contract or through good faith discussions shall be submitted to non-binding mediation before a mediator acceptable to both the City and the Contractor. All costs of mediation, including the City's attorneys' fees and expert witness fees, shall be paid for by the Contractor. If mediation fails and the Parties are unable to resolve the dispute, the dispute may only be resolved by filing litigation in King County Superior Court. Neither

party may initiate or commence legal proceedings prior to completion of the non-binding mediation. In the event of litigation, each party in the suit is responsible to pay all its legal costs and attorney fees.

**10.20. Entirety**

This Contract and the exhibits affixed hereto and incorporated by this reference represent the entire agreement between the City and the Contractor with respect to the services to be provided under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

XXX

CITY OF MAPLE VALLEY

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

City Manager

Title \_\_\_\_\_

ATTEST:

By \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_

City Attorney

## **EXHIBITS**

EXHIBIT A: Service Area

EXHIBIT B: Contractor Rates

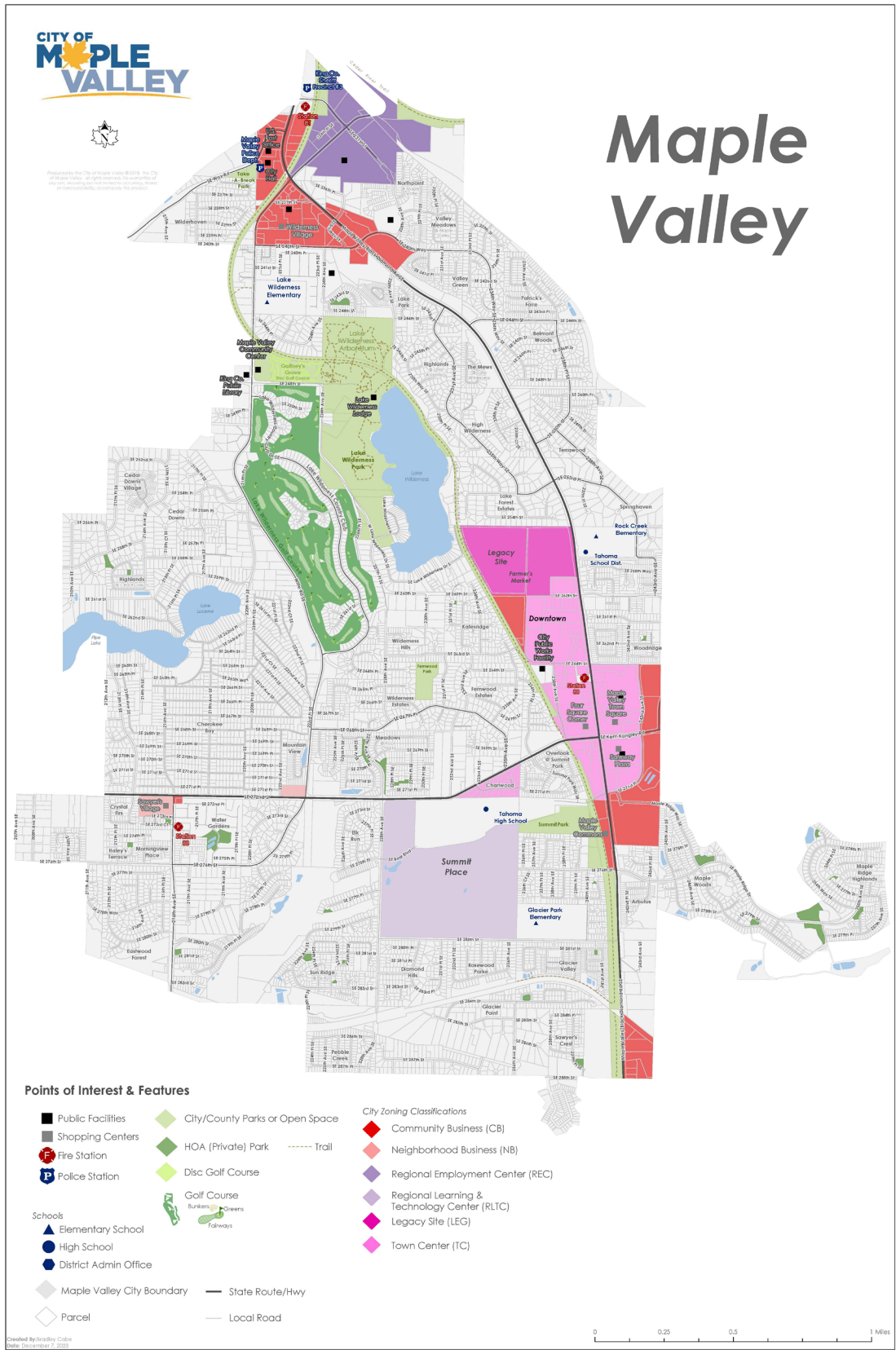
EXHIBIT C: Recyclables List

EXHIBIT D: Rate Modification Examples



# EXHIBIT A

## Service Area Map



**EXHIBIT B**

Contractor Rates

## EXHIBIT C

### Recyclable Materials to be Collected

Recyclable Item	Customer Preparation	Limitations
<p><b>Paper</b> All mixed paper, colored paper, magazines, phone books, catalogues, advertising supplements, paper cups, and gable-top cartons.</p>	Clean, dry paper should be placed in Recycling Container.	All paper must be clean. Food and beverage containers must be empty and clean.
<p><b>Cardboard</b> All corrugated cardboard boxes.</p>	Flatten cardboard and placed in or next to Recycling Container.  Large quantities may be bundled or placed in another box or container as long it meets the size restriction.	No boxes larger than 3' x 3' in size. Larger boxes shall be folded or cut down to size.
<p><b>Plastic</b> All colors of plastic bottles, jugs, tubs, cups, plant pots, and buckets.</p>	Plastic containers must be empty, clean, have lids removed, and placed in Recycling Container.	Food and beverage containers must be empty and clean.  Plastic containers that have hazardous or toxic products, such as motor oil or pesticides are not accepted.
<p><b>Glass</b> All clear or colored glass jars and bottles.</p>	Glass containers must be empty, clean, have lids removed, and placed in Recycling Container.	Food and beverage containers must be empty and clean.
<p><b>Metal</b> All tin, aluminum and steel food and beverage cans, trays, pie tins, food containers, and foil.  All ferrous and non-ferrous scrap metal.  Large items may include such things as metal patio furniture, canopy frames, shelving, sinks, and lawn equipment.</p>	Food and beverage containers must be empty, clean, have lids removed, and placed in Recycling Container.  Small scrap metal items should be placed in Recycling Container.  Large scrap metal items should be placed next to the Recycling Cart.  Lawn equipment must have fluids drained. Residents must call to request pickup at least twenty-four (24) hours before regular service day.	Food and beverage containers must be empty and clean.  Small items must be less than two feet (2') long and thirty-five (35) lbs.  Large items must be less than six feet (6') long and less than seventy-five (75) lbs.  Single-family only.  Large appliances should be collected under the annual on-call clean-up program or at rates listed in Exhibit B.  All items must be mostly metal. Sealed drums, pressurized containers, sharp items, and ammunition are not accepted.
<p><b>Small Appliances &amp; Electronics</b> Small plug-in or battery-operated household items such as blender, digital cameras, and keyboards.</p>	Place small appliances and electronics in a clear bag on top of Recycle Cart.	Limit to one (1) bag per pick-up. Each bag must be less than two feet (2') long and thirty-five (35) lbs.  Single family only.
<p><b>Used Motor Oil</b> Pure, uncontaminated motor oil.</p>	Place motor oil in clear, screw-top plastic jugs, labeled with name and address, next to Recycling Cart.	Limit three (3) gallons per pick-up.  Single-family only.
<p><b>Used Cooking Oil</b> Pure, uncontaminated liquid cooking oil of all types (vegetable, canola, etc.) and kitchen grease.</p>	Place cooking oil and grease in clear, screw-top plastic jugs, labeled with name and address, next to Recycling Cart.	Limit three (3) gallons per pick-up.  Single-family only.

**EXHIBIT D**

Rate Modification Examples

# City of Maple Valley Solid Waste Collection Contract RFP

## Appendix B1: 2024 Customer Rates

	Service Level	Disposal Fee	Collection Fee	Total Service Fee	Fixed Annual Charge
<b>Monthly</b>	One 32 gallon Garbage Cart	\$2.05	\$6.43	\$8.48	\$0.33
<b>Weekly Residential</b>	One 10 gallon Micro-Can	\$2.40	\$8.38	\$10.78	\$0.41
	One 20-gallon Garbage Cart	\$3.70	\$9.78	\$13.48	\$0.84
<b>Curbside Service</b>	1 32/35-gallon Garbage Cart	\$5.93	\$12.00	\$17.93	\$1.43
	1 45-gallon Garbage Cart	\$8.33	\$12.83	\$21.16	\$1.94
	1 60/64-gallon Garbage Cart	\$11.85	\$14.98	\$26.83	\$2.70
	1 90/96-gallon Garbage Cart	\$17.78	\$17.94	\$35.72	\$3.80
	Additional 32 Gallon Cans (weekly svc)	\$5.93	\$10.64	\$16.57	
	Extras (32 gallon equivalent)			\$5.96	
	<b>Miscellaneous Fees:</b>				
	EoW Compostables Service (10-15 gallon)			\$8.28	
	EoW Compostables Service (1st 32 cart)			\$9.25	
	EoW Compostables Service (1st 64 cart)			\$9.84	
	EoW Compostables Service (1st 96 cart)			\$10.46	
	EoW Compostables Service (Add'l 96 cart)			\$7.74	
	Extra Yard Debris (32 gallon bag/bundle/can)			\$3.88	
	Recycling Only (no garbage service)			\$6.69	
Return Trip			\$9.87		
Roll-out Charge, per 25 ft, per cart, per time			\$1.36		
Drive-in Charge, per month			\$8.53		
Overweight/Oversize container (per p/u)			\$4.23		
Redelivery of one or more containers			\$13.24		
Cart Cleaning (per cart per cleaning)			\$10.68		
<b>On-Call Bulky Waste Collection</b>	White Goods, except refrigerators			\$26.47	
	Refrigerators/Freezers			\$39.69	
	Sofas, Chairs			\$26.47	
	Mattresses			\$26.47	
	Service Level	Disposal Fee	Collection Fee	Total Service Fee	Fixed Annual Charge
<b>Weekly Commercial Cart</b>	One 20-gallon Garbage Cart	\$3.70	\$13.59	\$17.29	\$0.84
	1 32/35-gallon Garbage Cart	\$5.93	\$17.91	\$23.84	\$1.43
	1 60/64-gallon Garbage Cart	\$11.85	\$25.08	\$36.93	\$2.70
	1 90/96-gallon Garbage Cart	\$17.78	\$32.95	\$50.73	\$3.80
	Extras (32-gallon equivalent)			\$5.96	
	<b>Ancillary Fees:</b>				
	Weekly Yard Debris/Foodwaste service			\$10.69	
	Return Trip			\$9.87	
	Carry-out Charge, per 25 ft, per month			\$5.63	
	Drive-in Charge, per month (per month)			\$7.93	
	Gate and/or unlock fee (per month)			\$7.93	
	Container Roll-Out, > 10 feet (per month)			\$3.95	
	Overweight/Oversize container (per p/u)			\$4.23	
	Redelivery of containers			\$13.24	
Cart Cleaning (per cart per cleaning)			\$10.68		
	Service Level	Disposal Fee	Collection Fee	Total Service Fee	Fixed Annual Charge
<b>Weekly Commercial Detachable Container (compacted)</b>	1 Cubic Yard Container	\$143.39	\$432.04	\$575.43	\$25.46
	1.5 Cubic Yard Container	\$215.07	\$463.50	\$678.57	\$38.18
	2 Cubic Yard Container	\$286.78	\$494.96	\$781.74	\$50.92
	3 Cubic Yard Container	\$430.18	\$558.11	\$988.29	\$76.38
	4 Cubic Yard Container	\$573.57	\$621.18	\$1,194.75	\$101.84
	6 Cubic Yard Container	\$860.35	\$930.65	\$1,791.00	\$152.76
	Service Level	Disposal Fee	Collection Fee	Total Service Fee	Fixed Annual Charge
<b>Commercial Detachable Container (loose)</b>	1 Cubic Yard, 1 pickup/week	\$40.97	\$67.34	\$108.31	\$8.48
	1 Cubic Yard, 2 pickups/week	\$81.93	\$134.71	\$216.64	\$16.97
	1 Cubic Yard, 3 pickups/week	\$122.90	\$202.09	\$324.99	\$25.46
	1 Cubic Yard, 4 pickups/week	\$163.86	\$269.49	\$433.35	\$33.94
	1 Cubic Yard, 5 pickups/week	\$204.85	\$336.89	\$541.74	\$42.43
	1.25/1.5 Cubic Yard, 1 pickup/week	\$61.46	\$91.49	\$152.95	\$12.72
	1.25/1.5 Cubic Yard, 2 pickups/week	\$122.90	\$183.06	\$305.96	\$25.46

1.25/1.5 Cubic Yard, 3 pickups/week	\$184.37	\$274.65	\$459.02	\$38.18	
1.25/1.5 Cubic Yard, 4 pickups/week	\$245.80	\$366.19	\$611.99	\$50.92	
1.25/1.5 Cubic Yard, 5 pickups/week	\$307.26	\$457.80	\$765.06	\$63.64	
2 Cubic Yard, 1 pickups/week	\$81.93	\$110.96	\$192.89	\$16.97	
2 Cubic Yard, 2 pickups/week	\$163.86	\$222.01	\$385.87	\$33.94	
2 Cubic Yard, 3 pickups/week	\$245.80	\$333.04	\$578.84	\$50.92	
2 Cubic Yard, 4 pickups/week	\$327.75	\$444.05	\$771.80	\$67.89	
2 Cubic Yard, 5 pickups/week	\$409.69	\$555.08	\$964.77	\$84.86	
3 Cubic Yard, 1 pickup/week	\$122.90	\$162.26	\$285.16	\$25.46	
3 Cubic Yard, 2 pickups/week	\$245.80	\$324.58	\$570.38	\$50.92	
3 Cubic Yard, 3 pickups/week	\$368.71	\$486.87	\$855.58	\$76.38	
3 Cubic Yard, 4 pickups/week	\$491.63	\$649.23	\$1,140.86	\$101.84	
3 Cubic Yard, 5 pickups/week	\$614.53	\$811.53	\$1,426.06	\$127.30	
4 Cubic Yard, 1 pickup/week	\$163.86	\$208.78	\$372.64	\$33.94	
4 Cubic Yard, 2 pickups/week	\$327.75	\$417.59	\$745.34	\$67.89	
4 Cubic Yard, 3 pickups/week	\$491.63	\$626.46	\$1,118.09	\$101.84	
4 Cubic Yard, 4 pickups/week	\$655.51	\$835.27	\$1,490.78	\$135.78	
4 Cubic Yard, 5 pickups/week	\$819.38	\$1,044.14	\$1,863.52	\$169.73	
6 Cubic Yard, 1 pickup/week	\$245.80	\$335.17	\$580.97	\$50.92	
6 Cubic Yard, 2 pickups/week	\$491.63	\$670.38	\$1,162.01	\$101.84	
6 Cubic Yard, 3 pickups/week	\$737.43	\$1,005.59	\$1,743.02	\$152.76	
6 Cubic Yard, 4 pickups/week	\$983.24	\$1,340.79	\$2,324.03	\$203.68	
6 Cubic Yard, 5 pickups/week	\$1,229.08	\$1,675.99	\$2,905.07	\$254.60	
8 Cubic Yard, 1 pickup/week	\$327.75	\$435.88	\$763.63	\$67.89	
8 Cubic Yard, 2 pickups/week	\$655.51	\$871.82	\$1,527.33	\$135.78	
8 Cubic Yard, 3 pickups/week	\$983.24	\$1,307.77	\$2,291.01	\$203.68	
8 Cubic Yard, 4 pickups/week	\$1,311.00	\$1,743.73	\$3,054.73	\$271.57	
8 Cubic Yard, 5 pickups/week	\$1,638.76	\$2,179.67	\$3,818.43	\$339.47	
Extra loose cubic yard in container, per pickup			\$15.67		
	<b>Service Level</b>	<b>Disposal Fee</b>	<b>Collection Fee</b>	<b>Total Service Fee</b>	
<b>Unscheduled Garbage Collection Service</b>	1 32 Gallon Garbage Cart	\$1.37	\$86.82	\$88.19	
	1 64 Gallon Garbage Cart	\$2.72	\$88.49	\$91.21	
	1 96 Gallon Garbage Cart	\$4.09	\$90.30	\$94.39	
	1 Cubic Yard Container	\$9.46	\$98.25	\$107.71	
	1.5 Cubic Yard Container	\$14.19	\$103.82	\$118.01	
	2 Cubic Yard Container	\$18.92	\$108.32	\$127.24	
	3 Cubic Yard Container	\$28.39	\$120.15	\$148.54	
	4 Cubic Yard Container	\$37.85	\$130.88	\$168.73	
	6 Cubic Yard Container	\$56.77	\$160.08	\$216.85	
	8 Cubic Yard Container	\$75.69	\$183.35	\$259.04	
	1 Cubic Yard Container (compacted)	\$33.11	\$182.47	\$215.58	
	1.5 Cubic Yard Container (compacted)	\$49.66	\$189.74	\$239.40	
	2 Cubic Yard Container (compacted)	\$66.23	\$197.01	\$263.24	
	3 Cubic Yard Container (compacted)	\$99.34	\$211.57	\$310.91	
	4 Cubic Yard Container (compacted)	\$132.46	\$226.13	\$358.59	
6 Cubic Yard Container (compacted)	\$198.69	\$297.61	\$496.30		
	<b>Service Level</b>	<b>Monthly Rent</b>	<b>Delivery Charge</b>	<b>Haul Charge</b>	<b>FAC Per Haul</b>
<b>Commercial Drop-box Collection</b>	Non-compacted 10 cubic yard Drop-box	\$92.61	\$119.06	\$174.14	\$19.60
	Non-compacted 15 cubic yard Drop-box	\$92.61	\$119.06	\$192.93	\$29.40
	Non-compacted 20 cubic yard Drop-box	\$92.61	\$119.06	\$211.72	\$39.20
	Non-compacted 25 cubic yard Drop-box	\$92.61	\$119.06	\$236.28	\$49.00
	Non-compacted 30 cubic yard Drop-box	\$105.83	\$119.06	\$260.24	\$58.80
	Non-compacted 40 cubic yard Drop-box	\$105.83	\$119.06	\$297.78	\$78.40
	Compacted 10 cubic yard Drop-box		\$119.06	\$252.73	\$58.80
	Compacted 15 cubic yard Drop-box		\$119.06	\$290.29	\$88.20
	Compacted 20 cubic yard Drop-box		\$119.06	\$327.87	\$117.60
	Compacted 25 cubic yard Drop-box		\$119.06	\$379.77	\$147.00
	Compacted 30 cubic yard Drop-box		\$119.06	\$430.32	\$176.40
	Compacted 40 cubic yard Drop-box		\$119.06	\$505.46	\$235.20
	<b>Service Level</b>	<b>Monthly Rent</b>	<b>Delivery Charge</b>	<b>Haul Charge</b>	
<b>Multifamily Drop-Box Collection</b>	Non-compacted 10-15 cubic yard Drop-box	\$92.61	\$119.06	\$172.10	
	Non-compacted 20 cubic yard Drop-box	\$92.61	\$119.06	\$187.31	
	Non-compacted 25 cubic yard Drop-box	\$92.61	\$119.06	\$202.55	

	Non-compacted 30 cubic yard Drop-box	\$105.83	\$119.06	\$244.34	
	Non-compacted 40 cubic yard Drop-box	\$105.83	\$119.06	\$274.79	
	Compacted 10 cubic yard Drop-box		\$119.06	\$245.06	
	Compacted 15 cubic yard Drop-box		\$119.06	\$276.22	
	Compacted 20 cubic yard Drop-box		\$119.06	\$305.95	
	Compacted 25 cubic yard Drop-box		\$119.06	\$336.42	
	Compacted 30 cubic yard Drop-box		\$119.06	\$395.22	
	Compacted 40 cubic yard Drop-box		\$119.06	\$456.12	
	<b>Drop-box Ancillary Fees</b>			<b>Per Event</b>	
	Return Trip			\$13.52	
	Roll-Out Container over 10 feet (per p/u)			\$4.06	
	Unlock Container (per p/u)			\$2.03	
	Stand-by Time (per minute)			\$1.74	
	Detach/Reattach Compactor (per occurrence)			\$9.69	
	Additional Mileage (per mile)			\$4.51	
	Gate Opening (per p/u)			\$2.03	
		<b>Disposal Fee</b>	<b>Collection Fee</b>	<b>Haul Charge</b>	
	<b>Service Level</b>				
<b>Temporary Collection Hauling</b>	4 Yard detachable container	\$37.85	\$103.23	\$141.08	
	6 Yard detachable container	\$56.77	\$104.14	\$160.91	
	8 Yard detachable container	\$75.69	\$105.03	\$180.72	
	Non-compacted 10 cubic yard Drop-box			\$177.05	
	Non-compacted 20 cubic yard Drop-box			\$177.05	
	Non-compacted 30 cubic yard Drop-box			\$189.34	
	Non-compacted 40 cubic yard Drop-box			\$189.34	
		<b>Delivery Fee</b>	<b>Daily Rental</b>	<b>Monthly Rental</b>	
	<b>Service Level</b>				
<b>Collection Container Rental and Delivery</b>	4 Yard detachable container	\$99.22	\$3.95	\$66.15	
	6 Yard detachable container	\$99.22	\$3.95	\$66.15	
	8 Yard detachable container	\$99.22	\$3.95	\$66.15	
	Non-compacted 10 cubic yard Drop-box	\$119.06	\$6.61	\$92.61	
	Non-compacted 20 cubic yard Drop-box	\$119.06	\$6.61	\$92.61	
	Non-compacted 30 cubic yard Drop-box	\$119.06	\$6.61	\$105.83	
	Non-compacted 40 cubic yard Drop-box	\$119.06	\$6.61	\$105.83	
				<b>Per Day</b>	
<b>Event Services</b>	Delivery, provision, collection of a set of 3 carts (G, R & C)			\$33.07	
	<b>Service</b>			<b>Per Hour</b>	
<b>Hourly Rates</b>	Rear/Side-load packer + driver			\$165.38	
	Front-load packer + driver			\$165.38	
	Drop-box Truck + driver			\$165.38	
	Additional Labor (per person)			\$72.77	
<b>Additional Services</b>	Curbside Storm Clean-up		<b>Per Event</b>	\$12,716.06	
	On-Call Snow Plowing		<b>Per Hour</b>	\$122.79	

## City of Maple Valley Solid Waste Collection Contract RFP

2023 Tonnage by Line of Business

### RESIDENTIAL

Material	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS (tons)
Garbage	548.6	444.5	565.7	467.8	533.0	552.9	516.4	543.2	451.8	371.2			4,995
Recycle	222.2	157.9	182.5	144.7	154.0	196.1	178.7	184.6	144.6	120.4			1,686
Compostables	223.3	155.7	201.6	202.0	467.7	325.1	255.5	194.7	256.2	198.9			2,481
<b>TOTALS (tons)</b>	<b>994</b>	<b>758</b>	<b>950</b>	<b>814</b>	<b>1,155</b>	<b>1,074</b>	<b>951</b>	<b>923</b>	<b>853</b>	<b>691</b>	<b>0</b>	<b>0</b>	<b>9,161</b>

### MULTIFAMILY

Material	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS (tons)
Garbage	17.1	13.0	12.2	12.2	15.0	13.9	12.2	10.7	13.3	11.6			131
Recycle	3.9	1.9	3.6	2.7	4.4	3.8	3.4	2.3	2.9	1.6			30
Compostables	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0
<b>TOTALS (tons)</b>	<b>21</b>	<b>15</b>	<b>16</b>	<b>15</b>	<b>19</b>	<b>18</b>	<b>16</b>	<b>13</b>	<b>16</b>	<b>13</b>	<b>0</b>	<b>0</b>	<b>162</b>

### COMMERCIAL

Material	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS (tons)
Garbage	201.1	152.3	165.3	159.6	187.4	181.4	171.2	151.7	182.2	141.1			1,693
Recycle	49.0	43.5	63.9	72.3	71.3	72.7	53.9	40.5	46.5	21.7			535
Compostables	65.4	30.4	36.1	27.9	25.1	13.8	54.4	26.8	26.9	1.3			308
<b>TOTALS (tons)</b>	<b>315</b>	<b>226</b>	<b>265</b>	<b>260</b>	<b>284</b>	<b>268</b>	<b>279</b>	<b>219</b>	<b>256</b>	<b>164</b>	<b>0</b>	<b>0</b>	<b>2,537</b>

### MULTIFAMILY ROLL-OFF

Material	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS (tons)
Garbage	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0
Recycle	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0
Compostables	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0			0
<b>TOTALS (tons)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

### COMMERCIAL ROLL-OFF

Material	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS (tons)
Garbage	64.8	55.9	64.3	47.8	78.5	76.1	64.1	48.2	63.1	65.0			628
Recycle	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	7.0			7
Compostables	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	15.7			16
<b>TOTALS (tons)</b>	<b>65</b>	<b>56</b>	<b>64</b>	<b>48</b>	<b>79</b>	<b>76</b>	<b>64</b>	<b>48</b>	<b>63</b>	<b>88</b>	<b>0</b>	<b>0</b>	<b>650</b>

### TOTAL TONNAGE

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTALS (tons)
<b>TOTALS (tons)</b>	<b>1,395.4</b>	<b>1,055.1</b>	<b>1,295.0</b>	<b>1,137.0</b>	<b>1,536.5</b>	<b>1,435.8</b>	<b>1,309.8</b>	<b>1,202.7</b>	<b>1,187.4</b>	<b>955.6</b>	<b>0.0</b>	<b>0.0</b>	<b>12,510</b>



# City of Maple Valley Solid Waste Collection Contract RFP

## Container Counts

<b>CONTAINER SIZE</b>	<b># GARBAGE CONTAINERS</b>	<b># RECYCLING CONTAINERS</b>	<b># COMPOSTABLES CONTAINERS</b>
20 Gallon Cart	773	0	0
32/35 Gallon Cart	3,202	458	1,235
45 Gallon Cart	1,254	0	0
64 Gallon Cart	2,374	1,087	1,169
96 Gallon Cart	1,061	7,597	4,591
1 Cubic Yard Uncompacted Container	13	8	0
1.5 Cubic Yard Uncompacted Container	7	2	0
2 Cubic Yard Uncompacted Container	25	18	0
3 Cubic Yard Uncompacted Container	40	43	0
4 Cubic Yard Uncompacted Container	90	97	0
6 Cubic Yard Uncompacted Container	16	23	0
8 Cubic Yard Uncompacted Container	28	26	0
10 Cubic Yard Drop-box	0	0	0
15 Cubic Yard Drop-box	0	0	0
20 Cubic Yard Drop-box	5	0	0
25 Cubic Yard Drop-box	4	0	0
30 Cubic Yard Drop-box	3	0	0
35 Cubic Yard Drop-box	0	0	0
40 Cubic Yard Drop-box	2	0	0
45 Cubic Yard Drop-box	0	0	0

## City of Maple Valley Solid Waste Collection Contract RFP

### Container Counts

SITE NAME	ADDRESS	QTY	MATERIAL	CONTAINER SIZE	SERVICE FREQUENCY
City Hall	22017 SE Wax Road, Ste 200	1	Garbage	3 Cu Yd	Weekly
City Hall	22017 SE Wax Road, Ste 200	1	Recycle	4 Cu Yd	Weekly
City Hall	22017 SE Wax Road, Ste 200	1	Yard Waste	96 Gal	Weekly
City Hall	22017 SE Wax Road, Ste 200	1	Yard Waste	96 Gal	Every 2 weeks
Greater Maple Valley Community Center and The Den Youth Center	22010 SE 248th St	1	Garbage	4 Cu Yd	Weekly
Greater Maple Valley Community Center and The Den Youth Center	22010 SE 248th St	1	Recycle	8 Cu Yd	Weekly
Lake Wilderness Arboretum	22520 SE 248th St	1	Garbage	4 Cu Yd	On-Call
Lake Wilderness Arboretum	22520 SE 248th St	1	Yard Waste	30 Cu Yd	On-Call
Lake Wilderness Golf Course	25400 Witte Rd SE	1	Garbage	20 Cu Yd	On-Call
Lake Wilderness Golf Course	25400 Witte Rd SE	1	Garbage	8 Cu Yd	Weekly
Lake Wilderness Golf Course	25400 Witte Rd SE	1	Recycle	8 Cu Yd	Weekly
Lake Wilderness Golf Course	25400 Witte Rd SE	1	Yard Waste	20 Cu Yd	On-Call
Lake Wilderness Golf Course	25400 Witte Rd SE	1	Yard Waste	96 Gal	Every 2 weeks
Lake Wilderness Lodge	22500 SE 248th St	2	Garbage	3 Cu Yd	2 times per week
Lake Wilderness Lodge	22500 SE 248th St	1	Recycle	4 Cu Yd	Weekly
Lake Wilderness Lodge	22500 SE 248th St	1	Yard Waste	96 Gal	Weekly
Lake Wilderness Lodge	22500 SE 248th St	1	Yard Waste	96 Gal	Every 2 weeks
Lake Wilderness Park	23601 SE 248 <sup>th</sup> St	1	Garbage	25 Cu Yd	2 times per week
Lake Wilderness Park	23601 SE 248 <sup>th</sup> St	1	Recycle	8 Cu Yd	Weekly
Lake Wilderness Park	23601 SE 248 <sup>th</sup> St	1	Yard Waste	25 Cu Yd	On-Call
Lake Wilderness Park Maintenance Facility	22520 SE 248th St	1	Garbage	20 Cu Yd	On-Call
Lake Wilderness Park Maintenance Facility	22520 SE 248th St	1	Recycle	8 Cu Yd	On-Call
Lake Wilderness Park Maintenance Facility	22520 SE 248th St	1	Yard Waste	30 Cu Yd	On-Call
Legacy Site and Maple Valley Farmers Market	25719 Maple Valley Black Diamond Rd SE	1	Garbage	3 Cu Yd	Weekly
Legacy Site and Maple Valley Farmers Market	25719 Maple Valley Black Diamond Rd SE	1	Recycle	1.5 Cu Yd	Weekly
Maple Valley Library	21844 SE 248 <sup>th</sup> St	1	Garbage	3 Cu Yd	Weekly
Maple Valley Library	21844 SE 248 <sup>th</sup> St	1	Recycle	2 Cu Yd	Weekly
Public Works Maintenance Facility	23713 SE 264th St	1	CDL	10 Cu Yd	On-Call
Public Works Maintenance Facility	23713 SE 264th St	1	Garbage	20 Cu Yd	On-Call
Public Works Maintenance Facility	23713 SE 264th St	1	Recycle	2 Cu Yd	Weekly
Public Works Maintenance Facility	23713 SE 264th St	1	Yard Waste	20 Cu Yd	On-Call
Public Works Maintenance Facility	23713 SE 264th St	1	Yard Waste	96 Gal	Weekly
Summit Park	23675 SE Tahoma Way	1	Garbage	4 Cu Yd	Weekly

City of Maple Valley Solid Waste Collection Contract RFP

Appendix C: Proposal Price Form

Proponent:

Residential Curbside Services	SERVICE LEVEL	CONTAINER COUNT		CONTAINER WEIGHT	SERVICE FREQUENCY	DISPOSAL FEE	SERVICE FEE	CUSTOMER RATE	
	<b>Monthly Service:</b>								
	32/35 Gallon Monthly Garbage Cart	60			1.0	\$0.00		\$0.00	
<b>Weekly Service:</b>									
	20 Gallon Garbage Cart	769			4.33	\$0.00		\$0.00	
	32/35 Gallon Garbage Cart	3,165			4.33	\$0.00		\$0.00	
	45 Gallon Garbage Cart	1,239			4.33	\$0.00		\$0.00	
	64 Gallon Garbage Cart	2,358			4.33	\$0.00		\$0.00	
	96 Gallon Garbage Cart	1,034			4.33	\$0.00		\$0.00	
	Extra Garbage in Container or Lid Open >6" (Each)				1.0	\$0.00		\$0.00	
	Extra Garbage Bags/Cans on Ground (Each)				1.0	\$0.00		\$0.00	
<b>Compostables Service:</b>									
	EOW Compostables Cart & Service	6,967							
	Additional EOW Compostables Cart & Service								
	Extra Compostables Cans/Bags, 32 Gallon Equivalent (Each)								
	Extra Compostables Cart Rental								
<b>Miscellaneous Fees:</b>									
	Recycling Only Service, Per Month								
	Additional Recycling Cart (Beyond 2), Per Month								
	Return Trip, Per Pickup							\$7.00	
	Carry-out Charge, Per 25 Feet, Per Month							\$4.00	
	Drive-in Charge, Per Month							\$6.00	
	Standby Fee, Per Month							\$5.00	
	Redelivery of All Carts After Service Cancellation							\$20.00	
On-Call Bulky Waste Collection	<b>SERVICE LEVEL (Beyond Residential On-call Clean-up Program)</b>	<b>MONTHLY COUNT</b>						<b>CUSTOMER RATE</b>	
	White Goods, Except Refrigerators								
	Refrigerators & Freezers								
	Mattresses, Sofas & Chairs								
	Tires								
	Other Large Item								
	Miscellaneous Garbage, Per Cubic Yard								
MF & Commercial Carts	<b>SERVICE LEVEL</b>	<b>CONTAINER COUNT</b>		<b>CONTAINER WEIGHT</b>	<b>SERVICE FREQUENCY</b>	<b>DISPOSAL FEE</b>	<b>SERVICE FEE</b>	<b>CUSTOMER RATE</b>	
		MF	COMM						
	<b>Weekly Service:</b>								
		20 Gallon Garbage Cart	0	0		4.33	\$0.00		\$0.00
		32/35 Gallon Garbage Cart	11	2		4.33	\$0.00		\$0.00
		45 Gallon Garbage Cart	0	1		4.33	\$0.00		\$0.00
		64 Gallon Garbage Cart	3	10		4.33	\$0.00		\$0.00
		96 Gallon Garbage Cart	0	14		4.33	\$0.00		\$0.00
		Extra Garbage in Container or Lid Open >6" (Each)				1.0	\$0.00		\$0.00
		Extra Garbage Bags/Cans on Ground (Each)				1.0	\$0.00		\$0.00
	<b>Compostables Service:</b>								
		32/35 Gallon Weekly Compostables Cart	0	0					\$0.00
		64 Gallon Weekly Compostables Cart	0	0					\$0.00
		96 Gallon Weekly Compostables Cart	0	18					\$0.00
		Extra Compostables Cans/Bags, 32 Gallon Equivalent (Each)							\$0.00
	<b>Miscellaneous Fees:</b>								
		Locking/Unlocking Garbage Cart or Enclosure, Per Month							\$5.00
		Return Trip, Per Pickup							\$7.00
		Carry-out Charge, Per 25 Feet, Per Month							\$4.00
		Drive-in Charge, Per Month							\$6.00
	Redelivery of Carts After Service Cancellation (Up to 3 Carts)							\$20.00	
MF & Commercial Detachable Containers (Compacted)	<b>SERVICE LEVEL</b>	<b>CONTAINER COUNT</b>		<b>CONTAINER WEIGHT</b>	<b>SERVICE FREQUENCY</b>	<b>DISPOSAL FEE</b>	<b>SERVICE FEE</b>	<b>CUSTOMER RATE</b>	
		MF	COMM						
	<b>Compacted Containers:</b>								
		1 Cubic Yard Compacted Container	0	0		4.33	\$0.00		\$0.00
		1.5 Cubic Yard Compacted Container	0	0		4.33	\$0.00		\$0.00
		2 Cubic Yard Compacted Container	0	0		4.33	\$0.00		\$0.00
		3 Cubic Yard Compacted Container	0	0		4.33	\$0.00		\$0.00
		4 Cubic Yard Compacted Container	0	5		4.33	\$0.00		\$0.00
	6 Cubic Yard Compacted Container	0	2		4.33	\$0.00		\$0.00	
MF & Commercial Detachable Containers (Loose)	<b>SERVICE LEVEL</b>	<b>CONTAINER COUNT</b>		<b>CONTAINER WEIGHT</b>	<b>SERVICE FREQUENCY</b>	<b>DISPOSAL FEE</b>	<b>SERVICE FEE</b>	<b>CUSTOMER RATE</b>	
		MF	COMM						
	<b>1 Cubic Yard Uncompacted Container:</b>								
		1 Pickup/Week/Container	0	14		4.33	\$0.00		\$0.00
		2 Pickups/Week/Container	0	0	0.0	8.7	\$0.00		\$0.00
		3 Pickups/Week/Container	0	0	0.0	13.0	\$0.00		\$0.00
	4 Pickups/Week/Container	0	0	0.0	17.3	\$0.00		\$0.00	

5 Pickups/Week/Container	0	0	0.0	21.7	\$0.00		\$0.00		
<b>1.5 Cubic Yard Uncompacted Container:</b>									
1 Pickup/Week/Container	0	8		4.33	\$0.00		\$0.00		
2 Pickups/Week/Container	0	0	0.0	8.7	\$0.00		\$0.00		
3 Pickups/Week/Container	0	0	0.0	13.0	\$0.00		\$0.00		
4 Pickups/Week/Container	0	0	0.0	17.3	\$0.00		\$0.00		
5 Pickups/Week/Container	0	0	0.0	21.7	\$0.00		\$0.00		
<b>2 Cubic Yard Uncompacted Container:</b>									
1 Pickup/Week/Container	1	17		4.33	\$0.00		\$0.00		
2 Pickups/Week/Container	0	4	0.0	8.7	\$0.00		\$0.00		
3 Pickups/Week/Container	0	3	0.0	13.0	\$0.00		\$0.00		
4 Pickups/Week/Container	0	0	0.0	17.3	\$0.00		\$0.00		
5 Pickups/Week/Container	0	0	0.0	21.7	\$0.00		\$0.00		
<b>3 Cubic Yard Uncompacted Container:</b>									
1 Pickup/Week/Container	1	25		4.33	\$0.00		\$0.00		
2 Pickups/Week/Container	0	12	0.0	8.7	\$0.00		\$0.00		
3 Pickups/Week/Container	0	0	0.0	13.0	\$0.00		\$0.00		
4 Pickups/Week/Container	0	0	0.0	17.3	\$0.00		\$0.00		
5 Pickups/Week/Container	0	0	0.0	21.7	\$0.00		\$0.00		
<b>4 Cubic Yard Uncompacted Container:</b>									
1 Pickup/Week/Container	0	23		4.33	\$0.00		\$0.00		
2 Pickups/Week/Container	10	24	0.0	8.7	\$0.00		\$0.00		
3 Pickups/Week/Container	0	18	0.0	13.0	\$0.00		\$0.00		
4 Pickups/Week/Container	4	8	0.0	17.3	\$0.00		\$0.00		
5 Pickups/Week/Container	0	0	0.0	21.7	\$0.00		\$0.00		
<b>6 Cubic Yard Uncompacted Container:</b>									
1 Pickup/Week/Container	0	9		4.33	\$0.00		\$0.00		
2 Pickups/Week/Container	0	4	0.0	8.7	\$0.00		\$0.00		
3 Pickups/Week/Container	0	3	0.0	13.0	\$0.00		\$0.00		
4 Pickups/Week/Container	0	0	0.0	17.3	\$0.00		\$0.00		
5 Pickups/Week/Container	0	0	0.0	21.7	\$0.00		\$0.00		
<b>8 Cubic Yard Uncompacted Container:</b>									
1 Pickup/Week/Container	0	7		4.33	\$0.00		\$0.00		
2 Pickups/Week/Container	0	12	0.0	8.7	\$0.00		\$0.00		
3 Pickups/Week/Container	0	9	0.0	13.0	\$0.00		\$0.00		
4 Pickups/Week/Container	0	0	0.0	17.3	\$0.00		\$0.00		
5 Pickups/Week/Container	0	0	0.0	21.7	\$0.00		\$0.00		
<b>Extra Garbage:</b>									
Extra Garbage in Container, 1/2 Cubic Yard Equivalent (Each)				1.0	\$0.00		\$0.00		
Extra Garbage on Ground, 1/2 Cubic Yard Equivalent (Each)				1.0	\$0.00		\$0.00		
<b>Miscellaneous Fees:</b>									
Return Trip, Per Pickup							\$10.00		
Container Roll-out Over 25 Feet, Per 25 Feet, Per Month							\$10.00		
<b>Temporary Detachable Containers</b>	<b>SERVICE LEVEL</b>		<b>MONTHLY COUNT</b>	<b>CONTAINER WEIGHT</b>	<b>SERVICE FREQUENCY</b>	<b>DISPOSAL FEE</b>	<b>SERVICE FEE</b>	<b>CUSTOMER RATE</b>	
	<b>Temporary Container Hauling:</b>								
	2 Cubic Yard Detachable Container				1.0	\$0.00		\$0.00	
	4 Cubic Yard Detachable Container				1.0	\$0.00		\$0.00	
	6 Cubic Yard Detachable Container				1.0	\$0.00		\$0.00	
	<b>Temporary Container Rental &amp; Delivery:</b>						<b>DAILY RENT</b>	<b>MONTHLY RENT</b>	<b>DELIVERY CHARGE</b>
	2 Cubic Yard Detachable Container								
	4 Cubic Yard Detachable Container								
	6 Cubic Yard Detachable Container								
	<b>MF &amp; Commercial Drop-box Collection</b>	<b>SERVICE LEVEL</b>		<b>CONTAINER COUNT</b>		<b>MONTHLY HAUL COUNT</b>			<b>HAUL CHARGE</b>
			<b>MF</b>	<b>COMM</b>				<b>PER EVENT</b>	
<b>Drop-box Hauling:</b>									
Temporary Non-compacted 10 - 40 Cubic Yard Drop-box		0	0	1					
Non-compacted 10 Cubic Yard Drop-box		0	2	1					
Non-compacted 15 Cubic Yard Drop-box		0	0	0					
Non-compacted 20 Cubic Yard Drop-box		0	7	9					
Non-compacted 25 Cubic Yard Drop-box		0	2	0					
Non-compacted 30 Cubic Yard Drop-box		0	4	7					
Non-compacted 35 Cubic Yard Drop-box		0	0	0					
Non-compacted 40 Cubic Yard Drop-box		0	3	0					
Compacted 10 Cubic Yard Drop-box		0	0	0					
Compacted 15 Cubic Yard Drop-box		0	0	0					
Compacted 20 Cubic Yard Drop-box		0	0	0					
Compacted 25 Cubic Yard Drop-box		0	2	5					
Compacted 30 Cubic Yard Drop-box		0	2	0					
Compacted 35 Cubic Yard Drop-box		0	0	0					
Compacted 40 Cubic Yard Drop-box		0	2	0					
<b>Non-compacted Drop-box Rental &amp; Delivery:</b>						<b>DAILY RENT</b>	<b>MONTHLY RENT</b>	<b>DELIVERY CHARGE</b>	
Non-compacted 10 - 40 Cubic Yard Drop-box									
<b>Miscellaneous Fees:</b>									
							<b>PER EVENT</b>		

	Additional Mileage Charge for Hauls to Other Sites (Per One Wa								\$3.00
	Return Trip (Per Pickup)								\$15.00
	Stand-by Time (Per Minute)								\$1.50
	Drop-box Turn Around Charge								\$15.00
	Solid Drop-box Lid Charge (Per Month)								\$25.00
Misc. Services	<b>SERVICE LEVEL</b>	<b>MONTHLY COUNT</b>							<b>CONTRACT RATE</b>
	<b>Garbage Disposal:</b>								
	Drop-box Disposal with Mark-up								\$188.51
	<b>Truck &amp; Driver:</b>								
	Truck & Driver								<b>PER HOUR</b>
	Additional Labor (Per Person)								
	<b>Event Services:</b>								
	Delivery, Provision, Collection of a Set of 3 Carts (G, R, & C)								<b>PER EVENT</b>
									\$30.00
	<b>Miscellaneous Fees:</b>								
Container Cleaning - Carts (Beyond No Cost Cleaning)								<b>PER EVENT</b>	
Container Cleaning - Detachable Containers									
<b>Estimated Annual Revenue</b>									<b>\$0</b>
<i>King County Fixed Annual Charge will be broken out later.</i>		<i>B&amp;O Tax: 1.75%</i>		<i>City Administrative Fee: 2.3%</i>			<i>Tipping Fee: \$185.27</i>		

<b>Proposal Alternatives</b>	1. Weekly Recyclables Collection		Monthly rate change per single-family garbage customer
	2. Weekly Subscription Compostables Collection		Monthly rate change per single-family compostables customer
	3. Embedded Every-Other-Week Compostables Collection		Monthly rate change per single-family garbage customer
	4. EOW Garbage, Weekly Recycling & Embedded Compostables Co		Monthly rate change per single-family garbage customer
	5. Embedded MF and Commercial Compostables Collection		Change in annual gross revenue requirement
	6. New Carts		Change in annual gross revenue requirement
	7. Education and Outreach Staff		Change in annual gross revenue requirement
	8. Store and Customer Service Center		Change in annual gross revenue requirement
	9. Alternative Service Fee Escalation Component		Change in annual gross revenue requirement

Note: Indicate whether the proposed rate adjustment is positive (increase) or negative (reduction)

**City of Maple Valley Solid Waste Collection Contract RFP  
Appendix D**

**PROPOSAL NON-PRICE FORMS**

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Form 1: Cover Sheet and General Information

Form 2: Contractor's Proposal Deposit Surety Bond

Form 3: Identification of Performance Security

Form 4: Certification of Proposal - Declaration and Understanding

## FORM 1: COVER SHEET AND GENERAL INFORMATION

Entity Name: \_\_\_\_\_

Home Office Address: \_\_\_\_\_

Washington Business Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

### Proposal Contact Person:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

### If Applicable, Parent Company:

Name: \_\_\_\_\_

Home Office Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Website: \_\_\_\_\_

Describe the parent company's relationship with the Proposer:

\_\_\_\_\_

Does the person signing the documents have the authority to sign on behalf of the Proposer?

Yes  No

**Names of Companies that will share significant and substantive responsibilities with the Proposer in performing Services under the Contract:**

\_\_\_\_\_

*Attach to this form, and number appropriately, documentation showing that the Proposer is duly organized and validly existing as a corporation or partnership in good standing.*

**FORM 2: CONTRACTOR'S PROPOSAL DEPOSIT SURETY BOND**  
**to the City of Maple Valley, Washington**

We, \_\_\_\_\_, as Principal, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington, and \_\_\_\_\_, as Surety, organized and existing under the laws of the State of \_\_\_\_\_, are held and firmly bound unto the City of Maple Valley, a Washington municipality, as Obligee, in the penal sum of \$15,000, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

WHEREAS, the Principal has submitted a proposal for solid waste collection to the City of Maple Valley.

NOW THEREFORE, the condition of the obligation is such that if the Obligee shall accept the proposal of Principal and make timely award to the Principal according to the terms of the RFP documents; and the Principal shall, within ten days after notice of the award, exclusive of the day of notice, enter into the Contract with the Obligee and furnish the contractor's bonds (performance and payment bonds) with Surety satisfactory to the Obligee as specified in the City's RFP and draft contract, then this obligation shall be null and void; otherwise if the Principal fails to enter into the Contract and fails to furnish the contractor's bonds within ten days of notice of award, exclusive of the day of notice, the amount of the proposal deposit shall be forfeited to the Obligee, payable by the Surety; but in no event will the Surety's liability exceed the face amount of this proposal security bond.

This bond may be executed in two original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the Surety.

PRINCIPAL (CONTRACTOR)

SURETY

\_\_\_\_\_  
Principal Signature                      Date

\_\_\_\_\_  
Surety Signature                      Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_

\_\_\_\_\_



Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

\_\_\_\_\_

### **FORM 3: IDENTIFICATION OF PERFORMANCE SECURITY**

If the Proposer is awarded a Contract on this Proposal, the surety or other financial institution that provides the letter of credit or other performance guarantee shall be:

**Financial Institution Name:** \_\_\_\_\_

**Office Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Website:** \_\_\_\_\_

## **FORM 4: CERTIFICATION OF PROPOSAL - DECLARATION AND UNDERSTANDING**

### **Proposer's Declaration and Understanding**

The undersigned Proposer declares that the only persons or parties beneficially or financially interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and without fraud; that it is made without collusion; and that the Proposal is made without any connection or collusion with any person submitting another Proposal in connection with this RFP.

The Proposer declares that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; this Proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly entered into any agreement, induced or solicited any other Proposer to submit a false or sham Proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from Proposing; the Proposer has not sought by collusion, fraud, deceit or any unlawful act to obtain for itself any advantage over any other Proposer or over the City; and Proposer has not otherwise taken any action in the restraint of free competitive proposals in connection with the Services for which this Proposal is submitted.

The Proposer declares that it has familiarized itself with the nature and extent of the Base Contract, the existing solid waste collection services, all local conditions and all other relevant facilities, properties, laws and regulations that in any manner may affect cost, implementation, progress, performance or furnishing of the Services. The Proposer has satisfied itself as to the services and equipment to be provided, including the fact that the description of the services and equipment is brief and is intended only to indicate the general nature of the Services, and that this Proposal is made according to the provisions and under the terms and conditions of the Base Contract, which is fully and completely incorporated into this Proposal by this reference.

The Proposer further acknowledges that it has satisfied itself as to the nature and location of the solid waste handling services, the general and local conditions, particularly those bearing on the availability of equipment, access, recycling and compostable material markets, disposal fees, availability of labor, roads, and the uncertainties of weather or similar physical conditions in the City, the character of equipment and facilities needed to execute the Services, and all other matters that may in any way affect the Services or the cost thereof under the Base Contract.

The Proposer further acknowledges that it has satisfied itself as to the character, quality and quantity of information provided by the City regarding the existing solid waste collection services and solid waste system, and the Proposer has adequately investigated the City's customer base and any additional information that may be provided by the City. Failure by the Proposer to acquaint itself with the physical conditions of the City's customer base and all available information shall not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the Services and providing the equipment required under the Contract.

The Proposer warrants that, as a result of its examination and investigation of all the data referenced above, it can provide all Contract Services in a good, timely and workmanlike manner and to the satisfaction of the City. The City assumes no responsibility for any representation made by any of its officers, employees, representatives, or agents during or prior to the execution of

the Contract, unless (1) such representations are expressly stated in the Contract; and/or (2) the Contract expressly provides that the City assumes the responsibility.

The Proposer has given the City written notice in a timely manner of all conflicts, errors, omissions or discrepancies that it has discovered in the Proposal Documents and the written resolution thereof by the City is acceptable to the Proposer.

### **Contract Execution, Performance Guarantees, and Insurance**

If this Proposal is accepted, the Proposer proposes and agrees to enter into a Contract with the City, in the form provided in the Proposal Documents and as revised via subsequent addenda, to provide services and equipment (“Services”) as specified or indicated in the Base Contract for the prices and during the time period indicated in this Proposal and in accordance with the other terms and conditions of the Base Contract.

The Proposer accepts all of the terms and conditions of the Proposal Documents, including, without limitation, those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance until 180 days following Proposal submittal. The Selected Proposer shall sign and submit the Contract with the appropriate performance security and proof of insurance acceptable to Maple Valley within five (5) days of City Council approval of the Contract with the successful Proposer.

### **Self-Reliance**

The Proposer acknowledges that the information contained in this Proposal represents its understanding of the City’s existing solid waste collection services, terrain, streets, alleys, container locations, recycling and compostables markets, and other conditions that could affect the costs or operational efficiencies of fulfilling the Contract. In preparing this Proposal, the Proposer acknowledges that it is solely responsible for its Proposal and that it has relied on its own investigation and research.

### **Date of Commencement of Service and Contract Term**

If awarded a Contract, the Proposer agrees to commence all Services under the terms and conditions of the Contract on the Date of Commencement of Service, and to continue providing services throughout the term of the Contract as specified therein.

### **Unit Price**

Proposer shall invoice Customer’s City-defined retail rates and shall be paid the Contractor-defined wholesales rates identified on Proposal Price Form, as set forth under the provisions of the Base Contract. Those wholesale rates encompass the Contractor’s entire compensation for services provided under the Contract.

Proposer charges (rates) may be adjusted upward or downward solely as provided in the Base Contract. Generally, the Proposer shall be responsible for all real (non-inflationary) cost increases, and may benefit from any real cost decreases, except as specifically agreed to in the Contract. Proposer agrees that the per-unit served price and the price adjustments represent a reasonable measure of the labor and materials required to provide the Services, including all allowances for overhead and profit, and applicable taxes, fees and surcharges for such services. Prices shall be given in U.S. dollars and cents.

**Compliance with Process Integrity Requirements**

Proposer hereby certifies it and its employees, officers, and officials have complied with the Process Integrity Requirements as described in Section 2.16 of the RFP and further agrees to comply with those Guidelines during the Proposal evaluation process.

**Addenda**

The Proposer below lists and acknowledges receipt of all Proposal Documents and of the following addenda:

<b>Addendum #:</b> _____	<b>Date:</b> _____
<b>Addendum #:</b> _____	<b>Date:</b> _____
<b>Addendum #:</b> _____	<b>Date:</b> _____
<b>Addendum #:</b> _____	<b>Date:</b> _____

Proposer agrees that all Addenda issued are part of the Contract, and Proposer further agrees that its Proposal includes all Addenda.

**Identification and Authorization**

The name of the Proposer submitting this Proposal is:

**Company Name:** \_\_\_\_\_

The address to which all communications concerning this Proposal and the Contract will be sent is:

**Address:** \_\_\_\_\_

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

If the Proposer is a partnership, attach to this form and number appropriately a copy of its partnership agreement. If the Proposer is a corporation, attach to these form copies of its Articles of Incorporation, bylaws and Certificate of Good Standing, as certified by the Secretary of the Board of Directors.

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set its hand this            day of            , 2024.

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

If Corporation

IN WITNESS whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this            day of            , 2024.

**Name of Corporation:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**City of Maple Valley Solid Waste Collection Contract RFP**  
**Industry Review Questions & Comments**  
December 2023

#	Section	Hauler	Question/Comment	Response
1	RFP 1.4	WM	<p>“The new Base Contract allows the use of existing carts and one of the RFP alternatives requires new carts. The City’s current contract includes provisions that allow the City to assume assignable ownership of carts provided by the current contractor. The City has the ability, but not the obligation, to assign ownership of existing carts to a successive contractor.”</p> <p>For preparation of a proposal has the city committed to assigning existing carts to a successive contractor? If not, when will that decision be made?</p> <p>What color are existing carts for each commodity collected?</p> <p>Will the new Base Contract require new Detachable Containers and Drop-box Containers, or will those be assigned to a successive contractor?</p> <p>What colors are the existing Detachable Containers for each commodity collected?</p> <p>What color are existing Drop-box Containers?</p>	<p>The City intends to assign in-place carts, detachable containers, and drop-box containers to the successive hauler. The base contract does not specifically require new carts or containers.</p> <p>The current contract allowed the use of previous grey carts with colored lids and replacement carts meeting the industry standard colors: blue recycling carts, green compostables carts, and gray garbage carts. The City does not have information on the number of existing grey carts with colored lids. The new base contract has been updated to include similar wording.</p> <p>In-place detachable recycling containers are blue and detachable garbage containers are green, but should be gray within 60 days of the start of the new contract. In-place drop-boxes are currently gray.</p>
2	RFP 2.4	WM	<p>“The City is also very interested in increasing diversion through recycling, composting, and waste reduction to meet its City-wide sustainability goals.”</p> <p>What are the City’s sustainability goals? Can you provide some specific goals you are seeking that are not being met currently?</p>	<p>The City has signed King County’s Re+ pledge and is currently working on drafting its sustainability plan which may include a goal related to reduction in the amount of material going to the landfill and/or an increase in waste diversion.</p>
3	RFP 2.4	WM	<p>“In a recent City survey, a vast majority of respondents reported being satisfied or very satisfied with their curbside garbage, recycling, and compostables service. Respondents indicated the five most important elements of service are (1) reliability, (2) cost, (3) waste diversion, (4) customer service, and (5) sustainability. Respondents also indicated interest in convenient recycling options for materials such as Styrofoam, plastic film, shredded paper, batteries, oil, textiles, and more.”</p>	<p>The City is pursuing a competitive procurement process to ensure the next contract provides the community with the best service package for the most competitive rates.</p> <p>Please note that the City’s survey asked about satisfaction with curbside services, not hauler performance.</p>

#	Section	Hauler	Question/Comment	Response
			If survey respondents and the city are satisfied or very satisfied with current services, why is the city choosing an RFP process rather than direct negotiation with current provider?	
4	RFP H and 6.4	WM	<p>“All Proposals shall be based on the Base Contract included with the RFP, without alteration. Submissions contingent on an alternative Contract cannot be reasonably compared with competing Proposals and may be considered non-responsive.”</p> <p>“...the Contractor understands that, by submitting its Proposal, it will be bound by the terms of the Base Contract, subject only to removing terms no longer applicable based on the Alternatives selected by the City.”</p> <p>“The Selected Proposer is expected to be prepared to execute the proposed Base Contract, as revised by RFP addenda, without further revisions or negotiations. However, upon mutual agreement, the City and Selected Proposer may elect to further discuss and revise elements of the Draft Contract, including but not limited to both contract language and rates, if the City deems those revisions to be in the best interest of the City and/or customers.”</p> <p>Is the City open to other service alternatives to what is asked for in the draft contract?</p>	The City intends for the contract to be implemented as-is. However, the City would be willing to discuss minor changes during finalization as long as they benefit the community and keep the procurement process on the current timeline.
5	Contract 4.1.1	Recology	Is the City aware of any possible annexations that could occur during the new contract term?	No, the City is not aware of any planned annexations at this time.
6	Contract 4.8.1	WM	<p>“At the City’s request, the Contractor shall provide Drop-boxes, collection trucks, or other suitable Containers within twenty-four (24) hours to allow Customers to drop-off regular accumulations of Garbage, Recyclables, and/or Compostables that were not collected due to inclement weather.”</p> <p>What circumstance or situation would trigger the City’s request?</p>	The City intends to implement inclement weather drop-off in circumstances where residents’ services would be adversely impacted. Inclement weather situations vary considerably, so the contract was written to allow for the City to request services as appropriate for each weather event.
7	Contract 4.10	WM	“All vehicles used by the Contractor shall be equipped with a spill kit with a minimum capacity of the largest tank on the vehicle.”	The City intends to have a spill kit large enough to handle the amount of liquid that could possibly spill from one compartment or tank. For example, if the fuel tank is 50



#	Section	Hauler	Question/Comment	Response
			Please clarify what the City is considering a “tank”?	gallons, then the truck should carry a 50-gallon capacity spill kit.
8	Contract 4.13.2.1	WM	Is it the City’s intention that all Containers and all Customers as defined in the draft contract, are to receive visual inspections either before or during time of each service to determine if there is visible 5% or more contamination and leave a tag if recycle or compost is contaminated? If this is the City’s intent, then this will impact route productivity and increase costs/rates to all customers.	The City intends for haulers to utilize current tools such as Smart Truck cameras to look for contamination and notify the customer if 5% or more is visible.
9	Contract 4.2.1	Recology	Can the City clarify if Martin Luther King, Jr. (MLK) Day is considered a holiday? The City of Seattle, as well as our Collective Bargaining Agreement, recognize MLK Day as a holiday, but County transfer stations typically do not	The City will include holidays for drivers that are recognized by collective bargaining agreement with the hauler.
10	Contract 4.10.3	Republic	Will the City entertain the ability to use gas powered support vehicles for cart and container delivery vehicles?	The City prefers to keep the contract language as-is.
11	Contract 5.1.2	WM	What is the existing default recycling cart size and color?	The default recycling cart in the current contract is 96 gallons. The current contract allows the existing gray cart with a blue lid, but requires replacement carts to be blue.
12	Contract 5.1.2	WM	“A Customer may receive one additional Recycling Cart with Service at no additional charge.” There are costs associated with providing second recycle carts and service; customers requesting these should pay a discounted rate versus building in costs to provide for all customers.	The City prefers to keep the contract language as-is in order to allow customers with extra recycling on a regular basis to keep it containerized in order help ensure materials stay dry, reduce messes, and make collection more efficient for drivers.
13	Contract 5.1.3	WM	“At the City’s request, immediately following a City-designated storm event, the Contractor shall provide collection of properly prepared Compostable storm debris at no additional cost. The City may request Curbside collection of up to ninety-six (96) additional gallons of containerized, bundled, or bagged Compostable storm debris for two (2) collection cycles and/or Drop-boxes, collection trucks, or other suitable Containers to allow Customers to drop-off Compostable storm debris. The location(s), number of trucks or Containers, dates and hours of collection, staffing, and other details shall be mutually agreed	The City intends to implement storm debris collection in circumstances where large amounts of storm debris are generated that cannot be accommodated by regular yard waste service. Because storms vary considerably, the contract was written to allow for the City to request services as appropriate for the storm event.

#	Section	Hauler	Question/Comment	Response
			<p>upon between the City and the Contractor. This service shall be limited to no more than fifteen (15) events over the term of the Contract.”</p> <p>Please define what would trigger a City-designated storm event and under what circumstances requesting Drop-boxes, collection trucks, or other suitable Containers would be needed.</p>	
14	Contract 5.1.4	WM	<p>What criteria is currently used in determining whether disabled residents receive no charge carry out service?</p> <p>How many customers currently receive this service?</p>	<p>The City requests that the hauler establish criteria for approval in determining whether a resident qualifies for the no-charge carry-out service.</p> <p>10 customers currently utilize the no-charge carry-out service.</p>
15	Contract 5.2	WM	<p>“The Contractor shall not charge fees for providing locks, opening/closing gates, or locking/unlocking Containers.”</p> <p>Does this requirement apply to garbage, recycle, and compost containers?</p> <p>“The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25’) for Garbage collection at no additional charge.”</p> <p>Are recycle and compost containers charged for this service?</p>	<p>Neither lock nor gate fees should apply to any container – garbage, recycling, or compostables.</p> <p>The hauler may charge roll-out fees for garbage service, but not for recycling and compostables service.</p>
16	Contract 5.7.1	WM	<p>What are the current service levels for all commodity types at each City Facility?</p>	<p>Appendix B4 lists the service level for all commodities at City facilities.</p>
17	Contract 5.7.2	WM	<p>What are the historical service levels of the listed City-sponsored community events and attendance at each event?</p>	<p>According to the City’s current hauler, there was no considerable change in service levels for City’s sponsored events.</p>
18	Contract 5.7.4	WM	<p>How many garbage street litter receptacles are required to be collected under this provision?</p>	<p>The City currently has 4-5 street litter receptables. The base contract and proposal price form has been updated to request pricing for this service if the City wishes to utilize it in the future.</p>
19	Contract 6.6.2	WM	<p>Annual Report requirements do not align with the contract requirements. Per Contract section 7.2.4 “The City and Contractor agree that the rates in Exhibit B include all Recyclables processing and marketing costs, including</p>	<p>This reporting is intended to provide information in preparation of any upcoming curbside recycling product stewardship legislation, so the contract wording will be left as-is.</p>

#	Section	Hauler	Question/Comment	Response
			<p>processing residual disposal. The Contractor shall retain revenues gained from the sale of Recyclables. Likewise, a tipping fee or acceptance fee charged for Recyclables shall be the financial responsibility of the Contractor.” And Contract section 7.1.2” ...the Contractor shall not adjust or modify rates due to employee wage increase, changes in the value or processing costs of Recyclables, ...”</p> <p>The below annual report requirements italicized should be removed as this is proprietary and confidential information:</p> <p>viii. <i>“Summary of Recyclables quantities processed for each collection sector by commodity produced, including contamination levels and processing residues disposed of as Garbage, the average market values of each commodity produced, the blended average value per ton of Recyclables processed and notice of any significant changes in market value, if any. The summary shall include a description of the methodology and data sources used to calculate the quantities of each commodity produced (e.g., a periodic audit conducted on incoming loads and residuals, composition study published by a reference jurisdiction, etc.) and to calculate the average market values. Market values for commodity values may be reported based on published market indices or local market prices for commodities sold.”</i></p> <p>ix. <i>“Summary and discussion of the average per ton costs to sort and prepare commodities for sale (processing costs), not including consideration of revenues generated from commodity sales, and notice of any significant changes in processing costs, if any.”</i></p>	
20	Contract 6.6.2	WM	<p>xii. “...maintenance history,” of vehicles. What specifically is the City asking for?</p>	<p>The City is interested in records to support that vehicles are being regularly maintained.</p>
21	Contract 6.6.2	WM	<p>xix. “Sustainability report.” What is the City looking for in this report?</p>	<p>The City is interested in sustainability initiatives on the regional or division level, but would accept a corporate sustainability report if that was the only thing available.</p>
22	Contract 6.7	WM	<p>“The Contractor shall provide translations of the proper preparations and disposal of Garbage, Recyclables, and</p>	<p>At this time, only English and Spanish are spoken by over 5% of the City’s population.</p>

#	Section	Hauler	Question/Comment	Response
			Compostables into Spanish and any additional languages spoken by over five percent (5%) of the City's population." What are the languages spoken by over 5% of the City's populations?	
23	Contract 6.7.1	WM	"Each year, the Contractor shall deliver an annual comprehensive service guide to each Single-family Residential, Multifamily, and Commercial Customer by November 15 <sup>th</sup> ."  Contract definition of Customer "All account-holders of the Contractor's services within the City under this Contract, who may be either the premises occupant and/or the owner where the service herein mentioned is rendered."  How many premise occupants/units are there under Multifamily and Commercial that are required to receive the annual comprehensive service guides?	The City intends one annual comprehensive service guide to be sent to each customer, not necessarily each tenant at a customer site.
24	Contract 6.7.4	WM	"The Contractor shall also provide reusable tote bags for each Multifamily Resident upon request of the City or the Multifamily manager or owner."  Are these purchased by the City or the Contractor?  Is there a required amount to purchase?  How often can the bags be requested?  Have they previously been provided and if yes, how many were distributed?	The City intends to have the hauler purchase and distribute reusable tote bags to multifamily properties and residents throughout the life of the contract.  Replacement tote bags should be provided as appropriate to accommodate resident turnover and wear-out of older bags.  The City does not have an estimate of the number of tote bags needed.  The current hauler has reported that they distributed approximately 650 bags over the past year.
25	Contract 7.1.1	WM	"The Contractor shall offer low-income seniors, persons with disabilities, and disabled veterans who qualify for King County property tax exemption a fifty percent (50%) discount on regular Single-family Garbage services."  How many of these customer types are currently qualified?	The discounted service is a new program for the City, so there are no customers currently qualified.
26	Contract 7.1.2	WM	Would the City consider adding 15% disposal mark-up for Drop-box services to cover administrative costs?	The City wishes to leave the base contract as-is with only allowing current excise tax markup on drop-box disposal.
27	Contract 7.2.1	WM	"The service fee component of the rates and the miscellaneous fees and charges contained in Exhibit B that do not have	The CPI applies to the service fee component of all rates, including garbage rates. In addition, it applies to the

#	Section	Hauler	Question/Comment	Response
			<p>separate Garbage disposal fee components, for each level of service shall increase each year by ninety percent (90%) of the three (3) year rolling average percentage change in the Consumer Price Index (CPI) for Seattle-Tacoma-Bellevue, Urban Wage Earners and ...”</p> <p>When does the CPI apply to garbage service levels?</p>	entire rate for items that do not have a garbage disposal fee component.
28	Contract 10.3.1	Republic	<p>Will the City entertain additional language for Automobile Liability such as (in red and with cross outs):</p> <p>i. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. <del>if necessary,</del> <b>The policy shall be endorsed to</b> provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of the City <b>via blanket-form endorsement</b>. The City shall be <b>included</b> <del>named</del> as an additional insured under the Contractor’s Automobile Liability insurance policy <b>via blanket-form endorsement</b>.</p>	The base contract language has been revised with substitute language.
29	Contract 10.3.1	Republic	<p>Will the City entertain additional language for Commercial General Liability such as (in red and with cross outs):</p> <p>ii. <u>Commercial General Liability</u> insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors <b>liability</b>, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be <b>included</b> <del>named</del> as an additional insured under the Contractor’s</p>	The base contract language has been revised with substitute language.

#	Section	Hauler	Question/Comment	Response
			Commercial General Liability insurance policy with respect to the work performed for the City, using ISO <b>blanket-form</b> additional insured endorsements CG 2010 0704 and CG 2037 0704.	
30	Contract 10.3.1	Republic	Will the City entertain additional language for Contractors Pollution Liability such as (in red and with cross outs):  iii. <u>Contractor's Pollution Liability</u> insurance coverage covering any occurrence of bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses applying to all work performed under the contract, including that related to transported cargo. The City shall be <b>included</b> <del>named</del> as an additional insured under the Contractor's Pollution Liability insurance policy <b>via blanket-form endorsement</b> .	The base contract language has been revised with substitute language.
31	Contract 10.3.3	Republic	Will the City entertain additional language for Other Insurance Provisions such as (in red):  iv. The Contractor's insurance coverage shall be the primary insurance with respect to the operations being performed as a part of this contract, City, its officials, employees, and volunteers <b>via blanket-form endorsement</b> . Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it. The City, its officials, officers, employees, agents, and volunteers shall be <b>included</b> <del>named</del> as additional insureds on the Contractor's Automobile Liability, Commercial General Liability, and <b>Contractor's</b> Pollution Liability insurance policies, via blanket-form endorsement.	The base contract language has been revised with substitute language.
32	Contract 10.3.3	Republic	Will the City entertain additional language for Automobile Liability such as (in red and with cross outs):  Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and, <b>except</b>	The base contract language has been revised with substitute language.

#	Section	Hauler	Question/Comment	Response
			<p><del>the Contractor endeavors to provide</del> <b>for Workers' Compensation</b>, shall not be canceled except after thirty (30) Days prior written notice has been given to the City <b>by the insurer(s) authorized representative</b>. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its <b>authorized representative</b> <del>insurance broker</del> shall notify the City of any cancellation of any insurance immediately on receipt of insurers' notification to that effect.</p>	
33	Contract 10.3.5	Republic	<p>Will the City entertain additional language for Verification of Coverage such as (in red and with cross outs):</p> <p>The Contractor shall furnish the City Manager and City Attorney with original <b>ACORD 25</b> certificate(s) <b>supplemented with</b> <del>and a copies</del> of the blanket-form amendatory endorsements as required herein, including, but not necessarily limited to, the additional insured endorsements, evidencing the insurance requirements of the Contractor at least thirty (30) Days before the Date of Commencement of Service of this Contract.</p>	The base contract language has been revised with substitute language.