

CITY OF TUKWILA REQUEST FOR PROPOSAL (RFP)
Comprehensive Garbage, Recyclables and Compostables Collection Contract
Due Monday, October 17, 2011 by 5:00 p.m. Pacific Standard Time (PST)

The City of Tukwila ("City") is soliciting Proposals from qualified firms for solid waste collection services. These services include: residential and commercial garbage, recycling and compostables collection, and the processing and marketing of collected recyclables and compostables. The initial contract term will be for seven years, from November 1, 2012 to October 31, 2019, with a City option for two additional two-year extensions.

Interested firms must mail or hand deliver five (5) copies of their proposal to:

Frank Iriarte
City of Tukwila Public Works Department
6300 Southcenter Boulevard
Tukwila, Washington 98188

Responses whether mailed or hand delivered must arrive no later than 5:00 p.m. Pacific Standard Time on Monday, October 17, 2011. No submittals will be accepted after that date and time. The City will not be liable for delays in delivery of responses due to handling by the US Postal Service or any other type of delivery service. Faxed or emailed submittals shall be rejected.

The full RFP and Draft Contract are available online at the City of Tukwila website at <http://www.tukwilawa.gov> under Legal/Public Notices. **(Attached below as part of this notice)**

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Request for Proposals (RFP) for:



**6300 Southcenter Bld, Suite 100
Tukwila, WA 98188**

August 2011

City of Tukwila - Request for Proposals

Garbage, Recyclables, and Compostables Collection and Disposal/Marketing

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SECTION 1: INFORMATION FOR PROPONENTS

1.1 INTRODUCTION

The City of Tukwila (the “City”) is requesting Proposals from qualified firms for solid waste collection services within the City Service Area (most of the incorporated city – the map provided as Attachment A to the draft Contract shows the areas excluded from the initial City Service Area). These services include: residential and commercial garbage, recycling and compostables collection, and the processing and marketing of collected recyclables and compostables. The initial contract term will be for seven years, from November 1, 2012 to October 31, 2019, with a City option for two additional two-year extensions.

The City is seeking a continuation of the existing solid waste collection system with minor revisions described in the attached Draft Contract. The City also seeks responses to seven Proposal alternatives: (1) increasing Single-Family recycling collection frequency to weekly; (2) increasing Single-Family compostables collection to weekly; (3) decreasing Single-Family garbage collection to every-other-week; (4) shifting to a universal cart-based Single-Family garbage collection system; (5) shifting to embedded compostables collection where all Single-Family residential customers pay for and are eligible to receive compostables collection as part of basic garbage collection services; (6 and 7) including two potential versions of embedded recycling for commercial customers; and (8) implementing mandatory collection for all customers, including single-family, multi-family and commercial sectors. Proponents shall complete a base proposal, based on the services described in the attached Draft Contract (in Section 4), with the costs of proposal alternatives separately identified on the specified proposal forms.

This Request for Proposals is organized into five sections:

Section 1: Information for Proponents provides background information regarding the City's solid waste collection system (“the Project”) and describes the services to be performed by the Contractor according to the terms of the Contract for the Project.

Section 2: Instructions for Proponents provides instructions for submitting a responsive Proposal, and includes the procedures the City will follow in selecting the Contractor.

Section 3: Proposal Forms includes the questions that must be answered and the forms that must be completed for a Proposal to be responsive.

Section 4: Appendices include: (A) the Contract for the Project that will be entered into by the City and the Contractor, subject to revisions during finalization. The Contract reflects the base proposal and will be revised to incorporate any proposal alternatives selected by the City; (B) 12 months of collection data from Allied Waste; (C) current rates; (D) RFP Form 2a; and (E) RFP Form 2b.

Terms used in this Request for Proposals that are defined in the Contract included as Section 4 have the meanings assigned to them therein. Defined terms are applicable to both the singular and plural.

1.2 EXISTING COLLECTION SYSTEM

This section describes the *existing* solid waste collection system operated under the current contract. Carefully review the draft Contract (in Section 4 of this RFP) to determine the scope of operations envisioned under the *new* Contract.

The City of Tukwila has a 2011 population of 19,107, with 2,525 single-family residential customers and 796 commercial and multifamily customers. The current system is operated under a contract with Kent-Meridian Disposal (with Allied Waste as the managing partner). Garbage collection is not currently mandatory. Estimated revenues under the current contract are approximately \$5 million per year. The City does not have an administrative fee under the current contract.

Appendix B includes 12 months of collection data provided by the existing contract which list customer counts and tonnages by material stream and customer sector. The City has performed no verification of this reported data. Additional information on the existing collection systems is available at: <http://www.rabanco.com/collection/tukwila/default.aspx>

Note that the existing contractor owns all in-place containers and that the City has no ownership rights or purchase option for those containers.

The City has customer lists for single-family, multifamily and commercial customers. These lists are available in Excel file format to any prospective Proponent upon request, provided that the lists provided only for the purpose of responding to this RFP. Prospective Proponents requesting the lists may be required to sign a non-disclosure agreement restricting the use of the list and are prohibited from using the customer lists for commercial purposes.

Single-family Collection

Single-family residences are provided weekly garbage collection under a rate structure provided in the above website link. Residents may currently provide their own containers or rent a contractor-owned cart. A notable feature of Tukwila's single-family garbage collection program is the annual curbside clean-up event. This event accepts bulky materials during one week each year. Materials include smaller bulky items (chairs, picture frames, toys, lawn furniture, toilets, carpet) and large items such as appliances, mattresses, sofas and hot water tanks. No overall limit is specified, however residents may place only one of each type of large item out at each annual event. Reported tonnage data includes materials from this event. A brochure from past events is available, upon request, from the City.

Every-other-week single-family recycling collection is currently offered through the use a 96-gallon wheeled cart. The recycling program includes newspaper, cardboard, uncoated mixed paper, aseptic and polycoated paper, aluminum cans, glass, metal food and beverage containers, and plastic containers.

Single-family compostables collection services are subscription-based and include every-other-week year-around collection of customer cans, paper bags or contractor-provided carts. The current collection contract includes up to 192 gallons of materials per collection cycle as part of the base rate. The tonnage data included in this RFP is based on the 192 gallon limit. Under the new contract, this limit will be reduced to 96 gallons to minimize the rate and hopefully increase the number of subscribers.

Multifamily Collection

Multifamily residences are currently defined as all residents with four or more attached units and 2-4 unit sites that are provided service and billed collectively. Multifamily residences are provided with can, cart or commercial-style garbage services as well as a recycling program that accepts the same materials handled by the single-family recycling program. Multifamily collection is commingled carts and/or detachable containers. The multifamily recycling program is subscription-based, with the contractor responsible for soliciting participation in the program, although all multifamily customers pay recycling fees. The costs of the multifamily recycling program are embedded in multifamily garbage collection fees.

Commercial Collection

Commercial garbage collection is provided through the use of customer-owned cans and drop-box compactors, as well as contractor-owned carts, detachable containers and drop-boxes. A range of sizes and collection frequencies are available.

Commercial recycling is provided by the current contractor and other providers outside of the current contract. Customers are billed separately for commercial recycling.

Disposal

All collected garbage is delivered to the King County Disposal System per the City/County Interlocal Agreement.

Administration

The City administers the collection contract, including reviewing and approving contractor rates and public communications, as well as other solid waste-related functions as listed in draft contract section 2.3.1.2.

The solid waste collection contractor is responsible for producing and distributing public information about recycling, collection schedule changes (such as holiday hours), and promoting new collection services. The hauler is currently responsible for billing and customer service functions. This will not change under the new contract.

Proposal Form 2a provides a listing of service levels desired under the new Contract and customer counts (where available) for services provided under the current system. These customer counts are believed to be accurate, but have not been independently confirmed by the

City. Proponents are encouraged to perform their own investigation to confirm that the customer counts are reasonable for the purposes of preparing their proposal.

1.3 GENERAL TERMS

1.3.1 General Scope of the New Contract

The City is requesting Proposals from qualified firms for solid waste collection services within the City Service Area. These services include: garbage, recycling and compostables collection for all sectors (commercial recycling is a proposal bid alternative – not part of the base contract); the disposal of all garbage through the King County Disposal System; and the processing and marketing of collected recyclables and compostables.

The City Service Area is a portion of the incorporated City boundaries as of the start of the new contract.

The Contractor shall be responsible for providing equipment, labor, supervision and supplies necessary to perform the contracted services. The Contractor shall own and provide carts, detachable containers and drop-boxes necessary to provide all collection services to City customers.

The rates specified in the Contract will be paid by customers to the Contractor for each garbage collection service level. The Contractor will be responsible for all customer service including customer service monitoring and improvement, establishing customer accounts, handling requests for changing service levels, billing, collecting customer payments and handling misses and other service-related calls, e-mails and other forms of contact.

The City is also requesting proponents to address eight alternative scenarios:

1. **Weekly Recycling Collection:** The base proposal should assume continued every-other-week recycling for Single-Family Customers. This Proposal alternative increases the collection frequency to weekly.
2. **Weekly Compostables Collection:** The base proposal should assume every-other-week Compostables collection year-round for Single-Family Customers. This Proposal alternative increases the collection frequency to weekly.
3. **Every-other-Week Garbage Collection:** The base proposal should assume weekly Garbage collection for Single-Family Customers. This Proposal alternative decreases collection frequency to every-other-week.
4. **Universal Single-family Residential Garbage Collection Carts:** The base contract includes a requirement to provide for service to customer-owned cans, which are currently used by many Single-Family residential customers. This alternative would require the contractor to provide garbage carts to all Single-Family customers as a part of basic garbage

collection service. The contractor would be allowed to implement automated collection (including cart placement requirements) where automated collection is feasible. However, not all areas of the City may be amenable to automated collection, and the current mix of manual and semi-automated collection must continue to be offered in those areas on alley collection or where automated collection cannot be provided without disruption to customers.

5. **Embedded Compostables Collection:** The base proposal should assume the continuation of the existing subscription-based compostables collection service for Single-Family residents. This Proposal alternative would handle compostables the same as recyclables in that all single-family customers would pay for and be eligible for the service as part of their basic garbage collection service.
6. **Embedded Commercial Recycling (cart-based):** This alternative would implement City-wide commercial recycling, with up to two 96-gallon recycling carts provided and collected weekly from each commercial customer who request the service at no additional charge, as part of their garbage service. Businesses requiring additional detachable container service for recyclables would continue to separately arrange for that service. This service would be intended primarily to fill service gaps for smaller customers, although all customers would be eligible to use the service. The costs (and benefits) would be included in basic garbage rates for all commercial customers, as detailed in Section 2.2.7 of the draft contract.
7. **Embedded Commercial Recycling (150% capacity):** This alternative would implement City-wide commercial recycling, with recycling containers provided to businesses as a level of up to 150% of their garbage capacity with the costs (and benefits) included in basic garbage rates for all commercial customers, as detailed in Section 2.2.7 of the draft contract.
8. **Mandatory Collection:** This alternative would implement mandatory collection for all customers, including single-family, multi-family and commercial sectors. Under this alternative, the Contractor should propose how they would assist the City with implementing such a requirement and provide the net cost impact, per single-family customer, to have the City shift to mandatory collection.

Directions for presenting costs and impacts on these alternatives are provided in Section 3 of this RFP.

The City envisions the base proposal collection system described in the draft Contract as provided in Section 4. The specific contract provisions are not repeated in this RFP, please carefully review the draft Contract for specific requirements.

SECTION 2: INSTRUCTIONS TO PROPONENTS

2.1 DEFINED TERMS

Terms used in these Proposal Documents that are defined in the Contract have the meanings assigned to them therein. Other terms used in the Proposal Documents not defined elsewhere follow, and are applicable to, both the singular and the plural. All defined terms are capitalized throughout the Proposal Documents.

- "Proposal Documents" include the Advertisement for Proposals, the Information for Proponents, the Instructions to Proponents, the Proposal Forms and the Contract, together with any appendices, exhibits or addenda thereto.
- "Proponent" means the person or business entity that submits a Proposal directly to the City.
- "Selected Proponent" means the Proponent to whom the City makes an award as provided in the Award of Contract section of these Instructions to Proponents.

2.2 COPIES OF PROPOSAL DOCUMENTS

Complete sets of the Proposal Documents must be used in preparing Proposals, and may be obtained in person or by written request from:

Frank Iriarte
Deputy Public Works Director
City of Tukwila
6300 Southcenter Blvd, Suite 100
Tukwila, WA 98188
(206) 431-2445; fax (206) 431-3665
Frank.Iriarte@TukwilaWA.gov

In making copies of the Proposal Documents available, the City does so only for the purpose of obtaining Proposals on the Project, and does not confer a license or grant for any other use of these documents.

2.3 EXAMINATION OF PROPOSAL DOCUMENTS

It is the responsibility of each Proponent to do the following before submitting a Proposal:

- Examine the Proposal Documents, with special attention to the terms and conditions of the Contract.
- Become familiar with local conditions that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Contract.

- Consider federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the 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.
- Submit any questions concerning the Proposal Documents in writing to the City in a timely fashion in order that the questions may be answered in an addendum to be issued by the City.
- Notify the City in writing of any conflicts, errors, omissions or discrepancies in the Proposal Documents.
- Obtain all required signatures on the Proposal Forms.

Before submitting a Proposal, each Proponent shall, at the Proponent'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 Contract, and that the Proponent deems necessary to determine its Proposal.

Proponents 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 cans, carts, detachable containers and other receptacles used for garbage, recycling and compostables collection. Proponents are expected to confirm and provide assurances to the City that their equipment can make the collections and provide the service called for under the Contract.

Additionally, Proponents are expected to be knowledgeable about customer service, service standards, complaint resolution, quality management and other matters necessary to ensure high quality customer service throughout the term of the contract.

2.4 INTERPRETATIONS, SCHEDULE AND ADDENDA

All questions concerning the meaning or intent of the Proposal Documents and notifications concerning any conflicts, errors, omissions or discrepancies in the Proposal Documents are to be directed, in writing, to the contact specified in Section 2.2.

Questions must be received by 4:30 PM on September 7, 2011 in order to be considered. The City will provide written answers to all questions through addenda to this Request for Proposals, receipt of which shall be noted on the completed Form 5 (Certification) submitted with a proposal. The City reserves the right to modify the proposed Contract or any of the other Proposal Documents prior to the receipt of Proposals with notice to parties that submitted a written request for Proposal Documents.

Questions regarding interpretations of contract language must be asked at this point in the process. The successful proponent will be expected to execute the proposed Contract as included in this RFP, and as amended by the City's response to proponent questions.

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.

PROCESS SCHEDULE

<u>Event</u>	<u>Time Frame</u>
Publish Notice of Proposal Documents	August 15, 2011
Issue Proposal Documents	August 15, 2011
Deadline for Proponent Questions	4:30 PM, September 7, 2011
Proposals Due	5:00 PM, October 17, 2011
Proposal Evaluation	October/November 2011
Notice of Finalist to Selected Proponent	end of November, 2011
Finalization of Contract	December, 2011
Recommendation to City Council	Jan/Feb, 2012
City Executes Contract	March, 2012
Contractor Delivers Transition/Implementation Plan	May 1, 2012
Container Delivery	October, 2012
Start of Collection Services	November 1, 2012

The submission of a Proposal will constitute an incontrovertible representation by the Proponent that the Proponent has complied with every requirement of these Instructions to Proponents, that without exception the Proposal is premised on performing and furnishing the services and equipment required by the Proposal Documents by such means, methods, techniques, sequences or procedures as may be indicated in or 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 Contract.

2.5 PROPOSAL SECURITY

Each Proposal must be accompanied by a Proposal security made payable to the City of Tukwila in the amount of Twenty-five Thousand Dollars (\$25,000) and in the form of an irrevocable standby letter of credit, cashiers check or a Proposal bond satisfactory to the City as provided in the Proposal Forms.

The Proposal security from the Successful Proponent shall be retained by the City until that Proponent has executed the Contract and furnished the required letter of credit and proof of insurance acceptable to the City, whereupon the Proposal security will be returned. If the Selected Proponent fails to execute and deliver the Contract, as negotiated, and fails to deliver the

bonds and other required documents within one week after the Contract is finalized and ready for execution, the City may withdraw the Notice of Finalist, and the Proposal security of that Proponent shall be forfeited. The Proposal security shall be retained as liquidated damages by the City, and by submittal of a proposal, the Proponent agrees that this sum is a fair estimate of the amount of damages that the City will sustain in the event that the Selected Proponent fails to execute the Contract or furnish the required letter of credit and proof of insurance acceptable to the City.

The Proposal security of other Proponents whom the City believes to have a reasonable chance of receiving the award may be retained by the City until either two weeks after Contract Execution or 180 days after the Proposal opening, whichever is earlier, whereupon the Proposal securities furnished by those Proponents will be returned. Proposal securities with Proposals that are not found to be responsive will be returned no later than sixty (60) days after the Proposal opening.

2.6 CITY INVESTIGATIONS AND PROCESS DECISIONS

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

- Contact officials from other jurisdictions regarding the Proponent
- Visit a Proponent's facilities, including proposed processing facilities, and view proposed vehicles and equipment
- Meet the Proponent's personnel, including interviewing the Proponent's route, operations, management, financial and customer services 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 Proponent in order to assist in the City's evaluation of a Proposal
- Require changes in the contract as deemed necessary by the City
- Decline to award a contract or contracts for services as a result of this RFP process
- Discontinue negotiations with the selected Proponent or any Proponent, and commence discussions with any other party
- Withdraw the RFP and reject any or all Proposals
- Not award to any or all Proponents and issue a subsequent RFP or RFP based on refinements of concepts proposed in response to this RFP
- Seek other investigations, inquiries, reviews or clarifications which would allow the City to make informed decisions

2.7 PROPOSALS

The Contractor's Proposal must provide unit prices for all service levels indicated on the appropriate Proposal forms. All Proposals shall be provided in year-2012 dollars. The Proposal unit prices will be used, in part, to determine the Selected Proponent as described in the Basis of Award section of these Instructions to Proponents. All costs, including overhead and profit, and

taxes, fees or surcharges imposed by federal, state or local laws, for which the Contractor expects to receive payment as a result of the Project must be included in the unit prices, unless otherwise specifically directed.

The data on the existing Project concerning number of customers and collection tonnages should be viewed as estimates 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 Project may differ.

By submitting a Proposal, the Proponent is committing to commencement of collection services by November 1, 2012.

2.8 PREPARATION OF PROPOSAL FORMS

All blank spaces in the Proposal Forms must be completed in black ink, by typewriter or by reproduction of the original forms with a computer. No changes shall be made to the forms. If forms reproduced by a computer are substantially different than the Proposal Forms, the City may deem the Proposal non-responsive.

The Proposal prices must be inclusive of all costs of providing the services and equipment required under the Contract. The City may deem any Proposal non-responsive that contains omissions, erasures, alterations or additions of any kind, or prices uncalled for, or obviously unbalanced, or any proposal that in any manner fails to conform to the conditions of this Request for Proposals.

The Proponent must sign its Proposal in ink in the blank space provided and all names must be typed or printed below the signature, along with evidence that the Proponent is a duly organized and validly existing firm, licensed to do business in the City. If not licensed, a sworn statement must be attached that the Proponent will take all necessary actions to become so licensed if selected as the Successful Proponent. The legal name of the person, firm or corporation submitting the Proposal must be typed or printed in the space provided at the bottom of each page of the Proposal Forms. Proposals by corporations must 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 must be executed in the partnership name and signed by a partner, whose title must 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 must be on file with the City prior to the opening of Proposals or must be submitted with the Proposal; otherwise, the Proposal may be deemed non-responsive.

2.9 SUBMISSION OF PROPOSALS

Proposals must be submitted no later than the time and at the place indicated in the Advertisement for Proposals, and must be enclosed in a sealed package, marked with the words "PROPOSAL ENCLOSED - CITY OF TUKWILA SOLID WASTE COLLECTION" and marked so as to

indicate, without being opened, the name and address of the Proponent. Proposals must be accompanied by the Proposal security and all other required documents.

2.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the person receiving Proposals at the place designated for receipt of Proposals. Such notice must be in writing or by facsimile to the City contact shown in Section 2.2 and shall include the signature of the Proponent and must be received before the date and time set for receipt of proposals. If by facsimile, written confirmation including the signature of the Proponent must also be received on or before the date and time set for receipt of Proposals, and must be worded so as not to reveal the amount of the original Proposal. If, within twenty-four hours after Proposals are opened, any Proponent files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was an unknown, material and substantial mistake in the preparation of its Proposal, that Proponent may withdraw its Proposal and the Proposal security will be returned.

2.11 BASIS OF AWARD

If the Contract is to be awarded by the City, the Notice of Finalist will be given on or before sixty (60) days after Proposal opening.

The City reserves the right to reject any and all Proposals, to waive any and all informalities, and to disregard all nonconforming, non-responsive or conditional Proposals. In addition, the City is not required to bid this Contract. Therefore, the City reserves the right to negotiate contract changes with the Finalist and/or to award the Contract to any Proponent, or terminate the RFP process and negotiate a contract independently of this process with any entity, at the City's sole discretion.

The City will base its selection on considerations including, but not limited to, unit prices and the clear ability of the Proponent to successfully perform under the terms of the Contract. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Proposals.

Proposals will be reviewed by an evaluation team composed of City staff and possibly one or more consultants. Proposals may be evaluated in two phases: (1) a review and evaluation of proposal elements other than price, including reference checks; and (2) review of price proposals and scoring of the price components. The City's evaluation committee will then select a finalist Proponent. A contract will then be finalized with the selected Proponent, or another Proponent if contract finalization with the finalist are not successfully concluded in a timely manner.

The City's proposal evaluation committee will review proposals based on the following criteria:

(1) Responsiveness/Completeness (pass/fail)

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

(2) Minimum General Qualifications (pass/fail)

Proponents must have experience operating garbage, yard debris and recycling collection programs in similar-sized jurisdictions with an equivalent range of services. Proponents shall submit all information related to their ability to successfully perform the work described in the RFP, including a full and competent response to items A through H in Section 3.1 of this RFP. Proponents 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 Draft Contract shall be determined to “fail” meeting the Minimum General Qualifications.

(3) Price Evaluation (60 points)

Total proposed contractor rates will be calculated by multiplying each service level rate by the number of current customers and summing the result for all service levels.

Proposals will be scored according to the following formula:

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

(4) Customer Service Approach, and References (25 points)

(5) System Design, Operations and Sustainability (15 points)

The City reserves the right to reject any and all Proposals, to waive any and all informalities, and to disregard all non-conforming, non-responsive, irregular or conditional Proposals. The City reserves the right to reject the Proposal of any and all Proponents 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 or because the Proponent is found to be not responsible or fails to meet any other pertinent standard or criterion established by the City. The City also reserves the right to suspend the RFP process and extend the existing contract and/or negotiate and execute a contract with any party.

The City may elect to further clarify proposal evaluation and scoring through an addendum to this RFP.

2.12 PROJECT START DATE

The Project will start on the date of Contract Execution. The Contractor will commence collection services under the Contract on November 1, 2012.

2.13 PUBLIC DOCUMENTS AND DISCLOSURE

All submissions are the property of the City and become public records, subject to disclosure under Chapter 42.56 RCW after the City selects a Successful Proponent. On or near the Proposal closing date, the City will make public a list of Proponents. Non-responsive Proposals may, at the discretion of the City, be rejected.

2.14 DISCLAIMER OF COSTS

The City will not reimburse any Proponent for any costs involved in the preparation and submission of Proposals or any expenses incurred in connection with the execution of the Contract.

2.15 INSTRUCTIONS FOR SUBMITTING A RESPONSIVE PROPOSAL

2.15.1 Obtain Proposal Documents

Send a written or e-mail request for the Proposal Documents to the City contact listed in Section 2.2 of this RFP.

Submit a written confirmation of interest to ensure that you will be sent any addenda mailed to potential Proponents.

2.15.2 Conduct Investigation Deemed Necessary

The Proponent shall conduct any investigation of the City Service Area, projected customer counts, types and quantities of customer-owned equipment, markets, processing facilities and other conditions deemed necessary by the Proponent to submit a responsive Proposal.

2.15.3 Submit Responsive Proposal

The Proponent shall submit Proposals as required, complying with the requirements of the Proposal Documents. Submit **five (5) copies**, printed and double-sided, of the Proposal Forms and other supporting documents. Please use paper with a minimum of 25% post-consumer recycled content, and do not glue bind the Proposal Forms and supporting documents. The Proposal and all Proposal Forms should be signed by an authorized person, and all forms, as required, are notarized, and a person, with title, address, telephone number and e-mail address, whom the City may contact, is identified. **In addition to the printed copies, the Proponent shall provide an electronic copy (.PDF format) of its entire proposal (minus bound corporate publications such as annual reports) on a CD submitted with the printed proposal package.**

2.16 PROCESS INTEGRITY REQUIREMENTS

Each Proponent is individually and solely responsible for ensuring compliance with the following Process Integrity Requirements. This responsibility extends to the Proponent's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting the Proponent's proposal. Requirements include:

- All solid waste collection RFP-related communications with the City, from the time this RFP is advertised and issued until the time a negotiated contract is forwarded to the City Council, shall be through the staff contact provided in this RFP.
- Proponents or their agents shall not contact other City staff, appointed or elected officials, consultants retained by the City or other agents regarding this RFP from the time this RFP is advertised and issued until the time a finalized contract is forwarded to the City Council.
- Only City-provided information and RFP materials and Addenda that are provided in writing to all Proponents are to be utilized in developing the Proposal. Any Proponent's reliance on other City information and materials may result in a non-responsive Proposal due to inaccurate or incomplete information.
- Any information and materials to be utilized by the City during the Proposal evaluation and selection process must be included as part of the original proposal or submitted in response to a specific request from the City.

Any evidence that indicates a Proponent has failed to comply with the specific Process Integrity Requirements, or has otherwise substantially diminished the City's ability to award a Contract in a timely manner and free of contention, may result in that Proponent's disqualification and forfeiture of the Proponent's Proposal Bond. The City reserves the sole right to disqualify any Proponent at any point in the process prior to Contract award for failure to comply with this requirement.

SECTION 3: PROPOSAL INSTRUCTIONS AND FORMS

3.1 Proposal Preparation Guidelines and Format

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 system. The inclusion of any additional pertinent data or information by the Proponent is recommended.

Proposals must be stapled or bound, sealed, typed and prepared on both sides of 8-1/2" by 11" 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 must be numbered and sections clearly identified.

The proposal and all attachments shall be complete and free of ambiguities, alterations and erasures. The proposal certification (Form 5) shall be executed by the Proponent or the Proponent's duly authorized officer or agent. In the event of conflict between words and numerals, words shall prevail.

The proposal shall follow the format outlined below, and shall 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 6 pages). In the executive summary or cover letter, please confirm receipt of any RFP addenda received and considered during the development of your proposal.

B. Management and Qualifications

B.1 Proponent

State the name of your company, home office address, Washington business address, and the name, address, phone number, FAX number, e-mail address, website address and title of the person to be contacted concerning the Proposal. If the Proponent is a subsidiary, state the name of the parent company, the home office address, telephone number and website address of the parent company, and describe the parent company's relationship to the Proponent. State whether the person signing the documents has the authority to sign on behalf of the Proponent. State also 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 the Proponent is duly organized and validly existing as a corporation or partnership in good standing, and licensed to do business in the City. If the Proponent is not licensed to do business in the City, then the Proponent must provide a sworn statement that it will take all necessary actions to become so licensed if selected as the Successful Proponent.

B.2 Resumes

Supply the names and resumes of the principal officers, partners or other officials of each company involved in performing substantive responsibilities required under the Contract, and provide the names and resumes of the individuals who will be responsible for implementation of the Contract. At a minimum, include the general manager, operations manager(s), financial officer and customer service manager(s). Describe the ownership, managerial and/or fiduciary role of each of the participating companies. Include the names, company affiliation, telephone numbers and e-mail addresses of key individuals integrally involved in the Proposal. Provide an organization chart or other means of explaining the interrelationships between the team members.

B.3 Litigation and Violations

List any company, partner, holding company or subsidiary involved in the Proposal, or any corporate officer, that has been involved within the past five (5) years in litigation or arbitration arising out of performance of a municipal solid waste 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 operations and personnel. Explain details fully. In the event that disclosure limited by court authorized non-disclosure provisions, then general circumstances shall be described and disclosure requirements stated.

B.4 Subcontractors

List all items of work or services to be performed by Subcontractors, and the names, qualifications and resumes of the Subcontractors. Also, list equipment and supplies to be purchased from vendors. Provide an estimate of cost, expected time of purchase, and length of time necessary for delivery for each of the items.

B.5 Experience

Describe fully the experience of your team (both individuals and the corporate or partnership team) in providing the services requested in this RFP. Describe similar projects, and include the scope of services (including a summary of which collection and/or processing services were covered by the contract), annual revenues, tonnages and number of customers. Describe any major problems encountered in establishing service or collecting, processing, or marketing recyclables or compostables. Provide references (including contact name, title, organization, mailing address and contact information) for all similar projects described.

C. Collection and Management Operations

Please provide a description of your collection and management operations in this section of your proposal. When the same collection equipment is used for more than one collection stream, your

proposal may reference descriptions in previous sections instead of duplicating the text for each collection stream.

C.1 Garbage Collection and Handling

Describe fully the garbage collection equipment and containers you will use under the Contract, keeping in mind the specifications included in the Contract for the collection frequency, types of containers, and the City's intention that recyclables and compostables be collected separately from Garbage. Identify the manufacturer, model and sizes of containers proposed to be used and provide a color photo image of the proposed containers. Identify the chassis and body used to collect residential, commercial and drop-box service sectors. Also identify for each type of truck: the number of compartments, the capacity of each compartment, total weight and volume capacity of each vehicle, loading and unloading characteristics, the number necessary to perform the required services, the average number of collections each vehicle can make in a day, and the useful life and current age of each collection vehicle, including back-up vehicles.

Describe and provide examples of your route management system and route sheets. Describe how routes are developed – for example, manually by management, by drivers or through the use of heuristic software? Describe how route exceptions (extras, rejects, other problems) are logged and how soon after occurrence this information will be available to the City.

Identify the destination for all collected garbage. If more than one transfer station will be used, identify the proportion of loads destined for various transfer stations and the criteria for routing trucks to a particular transfer station.

Address how you would implement automated residential collection if the City elected to proceed with the universal cart option, including promotional and educational approach, requirements for customers, actions required of the City, how routes would be developed, what make and model trucks would be used, and how you would coordinate service change information to minimize customer disruption.

Describe how you will plan for and provide contingencies for service in the event of equipment failure, loss of recycling processing, composting or municipal solid waste disposal capabilities or capacity, inclement weather, strike or other unexpected circumstances which may occur during the term of the Contract.

C.2 Recyclables Collection, Processing and Marking

Describe fully the recycling collection equipment and containers you will use under the Contract, keeping in mind the specifications included in the Contract for the collection frequency, sizes of carts, and the City's intention that recyclables and compostables continue to be collected separately from garbage. Identify the manufacturer, model and sizes of containers proposed to be used and provide a color photo image of the proposed containers. Identify the chassis and body used to collect residential and commercial service sectors, and for each type of truck: the number of compartments, the capacity of each compartment, total weight and volume capacity of vehicle, loading and unloading characteristics, the number necessary to perform the required services, the

average number of collections each vehicle can make in a day, and the useful life and current age of each collection vehicle.

Describe fully your proposed recycling processing facility including location, hours of operation, processing capability per hour and per day by material type, tons of material currently processed per day by material type, additional processing capacity committed to in the future by material type, and the amount of that capacity needed to process the recyclables collected under the Contract. Specifically address how commingled materials are currently processed and the average rejection or contamination rate experienced by your firm or contracted processor.

C.3 Compostables Collection, Processing and Marketing

Describe fully the compostables collection equipment and containers you will use under the Contract, keeping in mind the specifications included in the Contract for the collection frequency, size of cart, and the City's intention that recyclables and compostables be collected separately from garbage. Identify the manufacturer, model and sizes of containers proposed to be used and provide a color photo image of the proposed containers. Identify the chassis and body used to collect compostables, and for each type of truck: the number of compartments, the capacity of each compartment, total weight and volume capacity of vehicle, loading and unloading characteristics, the number necessary to perform the required services, the average number of collections each vehicle can make in a day, and the useful life and current age of each collection vehicle.

Describe fully your proposed compostables processing facility including location, hours of operation, processing capability per hour and per day by material type, tons of material currently processed per day by material type, additional processing capacity committed to in the future by material type, and the amount of that capacity needed to process the compostables collected under the Contract.

C.4 Maintenance and Support Facilities

Identify the operator (if subcontracted), location, structures and zoning of your proposed maintenance and support facilities. Provide the number of repair bays available at the facility and maintenance staffing levels (mechanics and helpers). Provide the total number of trucks maintained at the site for all contractor operations, as well as the number of trucks and spares dedicated to the City's contract.

Describe your fleet maintenance procedures and/or policies, including scheduled or preventative maintenance practices. Outline environmental procedures in the management and operation of facilities and fleets. Describe how your company would integrate biodiesel (if used) and emissions reductions elements into your fleet and operations.

C.5 Billing Support and Customer Service Support

Describe in detail the manufacturer and model of equipment and software used to maintain route data and provide supporting data for City billing.

Provide references of other municipalities that have a similar relationship between contractor and city billing responsibilities. Discuss how your company has implemented services in those cities, with particular emphasis on how the transition between the previous contractor and your company was handled, and how your company minimized customer impacts.

Discuss how staffing levels are established and modified to ensure timely customer service, and how new and existing staff are trained. Describe how customer service performance is measured, including the specific targets or performance metrics used to evaluate your company's performance. If call center staff handle calls from more than one City or WUTC-certificated service area, describe the procedures and aids used by those staff to address calls from different service areas without delaying responses to customers.

Discuss how long it takes your firm to respond to service calls, how you monitor and adapt your field staffing to minimize your response time, and how the resolution of each service call is performed in a timely manner.

Describe your procedures for handling "missed" collections. Does your company have a separate route for handling misses at the end of each day; is each route driver responsible for collecting their misses on the day or day after regular collection; or does your company use some other system? How has this approach worked to minimize repeat misses? How do you handle customers who repeatedly report unwarranted misses?

C.6 Transition and Implementation Plan

Describe your proposed transition and implementation plans to ensure an efficient and successful implementation of service provisions as outlined in the Contract, particularly as your planning and implementation relates to starting services on a less-than-optimal (very short) timeline. Identify the major issues and describe your proposed approach. Discuss customer information, promotion and notification, customer service, procurement and delivery of vehicles, containers and other equipment, contingency plans and other considerations which will ensure a successful transition and implementation of the Project consistent with the start of collection services. Include a timeline which identifies major tasks and key dates in the transition and implementation plan.

D. Financial Statements

Provide the following financial statements for the most recent operating year for each of the proposing firms or for the proposing joint venture: balance sheet, income statement, and statement of the sources and uses of funds. If the Proponent is a newly formed joint venture that lacks sufficient history to have generated the requisite financial statements, then provide the financial statements for each company making up the joint venture. If the Proponent is a subsidiary, provide financial statements for both the subsidiary and the parent company for the most recent operating year. If Proponents wish to protect any of these statements from public disclosure, the statements must be clearly labeled as proprietary. **However, the Proponent should be aware that all documents submitted, including financial statements, may be subject to public disclosure.**

E. Financial Forecasts

Provide operating budgets, by collection sector, for the proposed collection system as indicated on Proposal Form 2b. The forecasted budgets should be supplied (or developed) for the City's Contract only and not for the Proponent's organization as a whole. Statements are required for the initial full year (11/1/12-10/30/13) of the Contract Term. All information should be in 2012 dollars.

Proponents are cautioned to use realistic costs and revenues for each collection sector. Proponents will be evaluated, in part, on the accuracy and reasonableness of their financial and operational forecasts.

If Proponents wish to protect any of these statements from public disclosure, the statements must be clearly labeled as proprietary. **However, the Proponent should be aware that all documents submitted, including financial statements, may be subject to public disclosure.**

F. Implementation and Public Information

If you would be a new service provider to the City of Tukwila, describe in detail how you would work with the existing contractor to ensure a smooth transfer of information and cart/container exchanges in a timely manner to meet the November 1, 2012 start date. Identify the individuals involved in this effort, their qualifications and previous experience in transitioning existing collection programs. Describe whether the same person will be serving as part of the management staff throughout the Contract Term as serves during the transition/implementation period.

The Contractor may be responsible for introducing a new commercial recycling collection system (if the City selects that option), supporting City multifamily recycling promotion, maintaining the Contractor's website and certain other activities. City staff will review program promotion efforts, and will require participation and support from the Contractor (promotional material design and printing, customer service education, distribution of materials at the curb, etc.).

Describe and provide examples of materials developed by Proponent staff and used to introduce and support 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 and maintain participation and how methods may change as participation levels increase or decrease.

Describe fully how you will promote multifamily/commercial (if the commercial recycling alternative is selected by the City) recycling and increase commercial and multifamily recycling levels. Describe fully the public information techniques you will use in responding to contamination or other customer problems at a particular site. Detail how your approach will increase and maintain participation and how methods may change as participation levels increase or decrease. Provide examples of informational materials developed and used by your staff.

Explain your procedures for submitting public information material to the City for approval and any approval timeliness you will expect the City to meet.

Describe your company's website, and how you plan to present information about the Project on the website. Describe your procedures to keep information on your website up-to-date.

Identify and describe fully the qualifications of your Publicity and Education Director including previous experience in working with recycling collection programs and government organizations. Describe whether the same person will be serving as the Publicity and Education Director throughout the Term of the Contract as serves during the Transition/Implementation Period.

G. Contract Modifications

Detail any proposed modifications to the Draft Contract provided in Section 4 of this RFP. For each proposed modification clearly indicate the reason for the requested change, whether the proposed change is a preference or a mandatory part of your proposal, proposed alternative text, and the cost impact (if any) resulting from the proposed change. Any proposed modifications to contract provisions **MUST** be accompanied by a statement of cost savings or cost increase above the baseline proposal bid provided on Forms 2a and 2b.

All questions specifically regarding contract language interpretation or the acceptability of alternative approaches must be asked during the proposal question/answer process described in Section 2.4 of this RFP.

3.2 PROPOSAL FORMS

The following forms must be completed in full and in accordance with both the Instructions to Proponents and with the instructions that follow below, and must be submitted collectively as the Proposal Forms. Use black ink or type on all forms.

The Proponent's responses to the questions in these Proposal Forms will be used by the City to evaluate the responsiveness of the Proponent and the ability of the Proponent to provide the specified services and equipment in a responsible manner. The information must be submitted as indicated on the individual forms, but if the Proponent needs additional space to respond to a question or if the Proponent is requested to provide information that cannot be written directly on the forms, these items must be stapled to the individual forms that correspond to the pertinent information. Oversized or bulky information such as drawings or bound documents must be submitted under a separate cover, labeled to indicate the form number and content to which the information pertains, referenced as such on the Proposal Forms, and included as part of the Proponent's Proposal.

Proponents must number each page that contains information that cannot be written directly on a form or pages that are reproductions of a form. The page number must be placed in the upper right-hand corner of each such page and sub-lettered to correspond with the page to which the information pertains (e.g., 2a, 2b).

Many of the Proposal Forms direct the Proponent to photocopy forms as necessary. Proponents may instead reproduce Proposal Forms on a computer. Each page so generated must have the header, footer and body of information in the same locations as the original form to assure uniformity of the Proponent's submittal. Typefaces may differ to the extent that the reproduced forms remain legible. These Proposal Forms are available electronically in Microsoft Word and Excel format from the City contact listed in Section 2.2 of this RFP.

Proponents must provide complete and detailed responses to each question. If the Proponent fails to do so, its Proposal may be deemed non-responsive and may be rejected by the City. During the execution of the Project, the City will consider information submitted by the Successful Proponent to be binding, and any substitutions or deviations from the information provided must be approved in writing by the City.

Form 1

COVER SHEET AND GENERAL INFORMATION

Company Name: _____

Home Office Address: _____

Washington Business Address: _____

Website Address: _____

Name, Title, Address, Telephone Number, FAX Number and E-Mail Address of the person to be contacted concerning the Proposal:

If Applicable, Name of the Parent Company:

Home Office Address, Telephone Number and Website Address of the Parent Company:

Describe the parent company's relationship with the Proponent:

If applicable, does the person signing the documents have the authority to sign on behalf of the Proponent?

_____Yes

_____No

Names of Companies that will share significant and substantive responsibilities with the Proponent in performing services under the Contract:

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

Form 2

PRICE PROPOSAL

Form 2a: (Appendix D to this RFP)

Both Form 2a and 2b are available as MS Excel files. When completed, **both forms must be sealed in a separate envelope** included in your proposal, as the City may choose to evaluate the qualitative and rate components of the proposals independently.

Complete all blanks on the attached Form 2a, including projected container content weights, monthly disposal fees, monthly collection fees, total service charge (the sum of disposal and collection fees) and fees for miscellaneous services (including hourly rates for vehicles). Where directed, include per pick-up disposal fees, per pick-up collection fees, and the total service charge.

Customer counts are included only for the purposes of price evaluation. Prospective Proponents are responsible for developing their own service level profile forecasts for the internal purpose of developing their proposed fees. Customer counts highlighted in yellow are projections included to evaluate pricing and do not reflect current usage levels (which are unknown by the City).

The Contractor's fees provided on Form 2a shall include all capital, labor and other operating costs, including administration, management, profit, and incidental taxes (e.g. tire and fuel taxes, B&O), as well as the City's 2% administrative fee. The disposal component of rates should be based on current 2011 County disposal fees and will be adjusted prior to contract implementation to reflect actual 2012 adopted tipping fees. State refuse collection tax, County household hazardous waste fees and City utility taxes shall be excluded from the Proposal rates. Contractor fees provided by the Proponent on Form 2a shall incorporate the following elements, and be based on actual cost of service:

<i>Customer Sector</i>	<i>Include In Rates</i>	<i>Rate Formula</i>
Single-family Residential	Garbage+Recycling costs Compostables collection charged separately to subscribers in base proposal.	cost-of-service
Commercial/Multifamily Can, Cart and Detachable Container	Garbage costs, <u>including</u> container costs	cost-of-service
Temporary Detachable Container and Drop-box	Garbage costs, <u>excluding</u> container rental	cost-of-service
Commercial/Multifamily Drop-box Service	Hauling costs, <u>excluding</u> container rental	cost-of-service
Other Services (e.g. container cleaning, commercial)	Only cost-of-service or the rates set on Form 2a.	cost-of-service

compostables, etc.)		
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The Proponent’s cost-of-service model shall be generally designed to recover the costs for each collection sector only from that sector.

For some seldom-used or ancillary services, approximate rates from the surrounding WUTC tariff area and/or the current contract have been entered on the Form 2a rather than requesting Proponents to propose their own rates for those services. Proponents shall use the listed rates in their revenue calculations and shall not provide different proposed rates for those services.

The Form 2a contains a line (below the drop-box collection section) for proponents to list their proposed recycling surcharge for multifamily customers using commercial container and drop-box services. The surcharge will be assessed on the level of garbage service used by the multifamily customer. For example, if the proposed surcharge is \$1.50/yard of garbage service, then the rate for a 3-yard weekly garbage container multifamily customers will be \$19.49 per month more than a commercial customer with the same service, calculated as follows: 3 yard container x 1 collection per week x 4.33 weeks/month x \$1.50/yard = \$19.49. The surcharge will be embedded in rates charged to multifamily customers and not separately listed on customers’ invoices.

Alternatives:

At the end of Form 2a, cells are provided for entering proposed rate modifications for the following alternatives. Please calculate and enter costs as described in the following instructions.

Increased or reduced amounts should be expressed as modifications to the customer rates provided on Form 2a. If the alternative is selected, the amount added or subtracted from the monthly base rate for each service level.

Reductions in the base rate shall be expressed as a negative number. Increases in the base rate shall be expressed as a positive number.

1. Weekly Recycling: Enter the increased amount per single-family customer to increase collection frequency from the base proposal bid of every-other-weekly to weekly. Include any increases in truck costs, collection volume, processing costs, recycling revenues, changes in garbage disposal charges and any other relevant operating costs to determine your proposed rate modification.
2. Weekly Compostables Collection: Enter the increased amount per single-family customer to increase collection frequency from the base proposal bid of every-other-weekly to weekly year round. Include any increases in truck costs, collection volume, processing costs and any other relevant operating costs to determine your proposed rate modification.
3. Every-other-Week Garbage Collection: Enter the decreased amount per single-family customer to decrease collection frequency from the base proposal of weekly to every-other-weekly. Include any decreases in truck costs and any other relevant operating costs

4. Universal Garbage Carts: Enter the additional or reduced amount per single-family customer to provide carts as part of basic service. This amount will be added or subtracted from the base proposal rates for all single-family Residence customers if the proposal is accepted. Include the costs of garbage carts for all households and savings achieved by partial automated collection to determine increases or reductions when calculating your proposed rate modification.
5. Embedded Compostables Collection: Enter the increased amount per single-family customer to add compostables collection to the service package for all single-family customers. Include any increases in truck costs, collection volume, processing costs and any other relevant operating costs to determine the reduction when calculating your proposed rate modification
6. Cart Based Commercial Recycling: Enter the additional amount per yard of monthly garbage container capacity [i.e. a 4-yard container collected twice a week = 4 yards x 2/wk x 4.33 wks/mo = 35 yards/month] to implement the cart-based (up to two recycling carts provided to each customer) commercial recycling alternative described in Section 2.2.7 of the collection contract. Include the additional costs of labor, equipment, recycling fees/revenues as well as disposal cost savings when calculating your proposed rate modification.
7. 150% Capacity Commercial Recycling: Enter the additional amount per yard of monthly garbage container capacity [i.e. a 4-yard container collected twice a week = 4 yards x 2/wk x 4.33 wks/mo = 35 yards/month] to implement the “150% capacity” commercial recycling alternative described in Section 2.2.7 of the collection contract. Include the additional costs of labor, equipment, recycling fees/revenues as well as disposal cost savings when calculating your proposed rate modification.
8. Mandatory Collection: Enter the increased or decreased cost per household to implement and maintain mandatory collection for all customers. This should include the savings associated with a larger customer base as well as the cost of bad debt and other factors which may influence rates.

Form 2b: (Appendix E to this RFP)

Using the format provided on Form 2b, provide operating budget projections for the first full year of Contract services. Complete all blanks on the form, including operating statistics. Provide notes (e.g. truck depreciation period), as needed, to explain your projections.

Page 1 of Form 2b must be used for reporting the operating budget projections for the base proposal. Page 2 of Form 2b must be used to itemize a revised operating budget for the various proposal alternatives. The revised operating budget for the alternative should correspond to the unit cost differences entered on Form 2a.

If Proponents wish to protect any of these statements from public disclosure, the statements must be clearly labeled as proprietary. **However, the Proponent should be aware that all documents submitted, including financial statements, may be subject to public disclosure.**

**Form 3
PROPOSAL SECURITY**

The Proponent and its surety company must complete either the Proposal Bond provided below, or a standard Proposal Bond that contains the same information as the bond provided below.

Herewith include a deposit in the form of a certified check, cashier's check or cash in the amount of Twenty-Five Thousand Dollars (\$25,000).

PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE,

_____ of _____, as Principal,
and the

_____,
a corporation duly organized under the laws of the State of _____, and authorized to do business in the State of Washington, as Surety, are held and firmly bound unto the City of Tukwila, Washington, as Obligee, in the full and penal sum of Twenty-five Thousand Dollars (\$25,000), the payment of which the Principal and the Surety, bind themselves, their heirs, executors, administrators and assigns, and successors and assigns, jointly and severally by these presents.

The condition of the obligation is such that if the Obligee shall make any award to the Principal for the Comprehensive Garbage, Recyclables and Compostables Collection Contract, according to the terms of the Proposal made by the Principal therefore, and the Principal shall duly make and enter into the Contract with the Obligee in accordance with the terms of said Proposal and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee: or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the Request for Proposals, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages the amount of this bond.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be signed and sealed this _____ day of _____, 2011.

Principal

Surety

Attorney-in-Fact

Return of Deposit in the Amount of \$ _____

Date: _____, 2011

By: _____

Form 4

IDENTIFICATION OF PERFORMANCE SECURITY

If the Proponent 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 :

_____ whose address is

_____, _____, whose
Street City State and Zip Code

telephone number is _____, and website address

is _____.

Form 5

CERTIFICATION OF PROPOSAL - DECLARATION AND UNDERSTANDING

Proponent's Declaration and Understanding

The undersigned Proponent 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 on this Project.

The Proponent 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 Proponent has not directly or indirectly entered into any agreement, induced or solicited any other Proponent to submit a false or sham Proposal; the Proponent has not solicited or induced any person, firm or corporation to refrain from Proposing; the Proponent has not sought by collusion to obtain for itself any advantage over any other Proponent or over the City; and Proponent has not otherwise taken any action in the restraint of free competitive proposals in connection with the Project for which this Proposal is submitted.

The Proponent declares that it has familiarized itself with the nature and extent of the Contract, the existing Project, 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 Project. The Proponent 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 Project, and that this Proposal is made according to the provisions and under the terms and conditions of the Contract, which are hereby made a part of this Proposal.

The Proponent further acknowledges that it has satisfied itself as to the nature and location of the Project, the general and local conditions, particularly those bearing on the availability of equipment, access, recycling and organic 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 Project, and all other matters that may in any way affect the Project or the cost thereof under the Contract.

The Proponent further acknowledges that it has satisfied itself as to the character, quality and quantity of information provided by the City regarding the Existing Project and solid waste system, and the Proponent has adequately investigated the City's customer base and any additional information that may be provided by the City. Failure by the Proponent to acquaint itself with the physical conditions of the City's customer base and all available information will 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 Proponent warrants that, as a result of its examination and investigation of all the data referenced above, it can execute the Project 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 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 therefore assumes the responsibility.

The Proponent 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 Proponent.

Contract Execution, Performance Guarantees And Insurance

The Proponent proposes and agrees, if this Proposal is accepted, to enter into a Contract with the City, in the form substantially similar to the Contract included in the Proposal Documents, to provide services and equipment as specified or indicated in the Contract for the prices and during the time period indicated in this Proposal and in accordance with the other terms and conditions of the Contract.

The Proponent 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 Successful Proponent will sign and submit the Contract with the letter of credit and proof of insurance acceptable to the City within five (5) days after receiving the Notice of Finalist.

Self-Reliance

The Proponent acknowledges that the information contained in this Proposal represents its understanding of the City's existing Project, terrain, streets, alleys, container locations, recycling and organic debris markets, and other conditions that could affect the costs or operational efficiencies of fulfilling the Contract. In preparing this Proposal, the Proponent acknowledges that it has relied on its own investigation and research.

Start Of Project And Contract Term

If awarded a Contract, the Proponent agrees to commence all collection services under the terms and conditions of the Contract on November 1, 2012. The Contract will extend through October 31, 2019, with a provision for up to two separate two-year extensions through October 31, 2023.

Unit Price

The Proponent proposes to invoice and collect payments of the Contract charges (rates), as set forth under the provisions of the Contract.

Contractor charges (rates) will be adjusted upward or downward as provided in the Contract. The Contractor will be responsible, generally, for all real (non-inflationary) cost increases, and

will benefit from any real cost decreases, except as specifically agreed to in the Contract. The Proponent understands that the per unit served price and the price adjustments are independent of the quantities and quality of materials collected. The Proponent agrees that the per unit served price and the price adjustments represent a reasonable measure of the labor and materials required to execute the Project, 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

The Proponent has complied with the Process Integrity Requirements as described in Section 2.16 of this RFP and further agrees to comply with those Guidelines during the proposal evaluation process.

Addenda

The Proponent below lists and hereby acknowledges receipt of all Proposal Documents and of the following Addenda:

<u>Addenda Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Identification and Authorization

The name of the Proponent submitting this Proposal is:

Doing business at: _____
Street

City

State

Zip Code

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

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:

If the Proponent is a partnership, attach to this form and number appropriately a copy of its partnership agreement. If the Proponent is a corporation, attach to this 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 _____, 2011.

Signature of Proponent

Title

If Corporation

IN WITNESS whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this _____ day of _____, 2011.

Name of Corporation

By

Title

Attest (Secretary)

Appendix A-D

Appendix A: Draft Contract with City Service Area Map

Appendix B: Collection Data from Existing Contractor

Appendix C: Current Rates

Appendix D: Form 2a

Appendix E: Form 2b



City of Tukwila
2010 Annual Report

Enclosed is the 2009 annual report per the City of Tukwila contract.

Approved by: _____
Chris Guimond, General Manager

Approved by: _____
Jody Reid, Division Controller

Prepared by: _____
Cheryl Creasey, Billing Supervisor

2010 Tukwila Annual Report



Tonnage-Residential		2009	2010
Residential Recycling		745.59	683.57
Residential Yardwaste		555.00	664.47
Residential Solid Waste		1,870.18	1,874.94
Total Residential		3,170.77	3,222.98
Diversion of Solid Waste Stream		41.02%	41.83%
Tonnage-Commercial			
Commercial Recycling		1,930.30	2,040.16
Commercial Yardwaste		0.00	0.00
Commercial Solid Waste		23,248.12	24,168.47
Total Commercial		25,178.42	26,208.63
Diversion of Solid Waste Stream		7.67%	7.78%
Tonnage-Multi-Family			
Commercial Recycling		343.30	326.39
Commercial Yardwaste		0.00	0.00
Commercial Solid Waste		3,137.22	3,536.08
Total Commercial		3,480.52	3,862.47
Diversion of Solid Waste Stream		9.86%	8.45%

Customer Service	Residential	Commercial
Compliment	2	1
Complaint	32	10
Missed Pick Ups	131	48
Repeat Problem	0	0
Repeat Missed Pick Up	3	1
Safety Related Issue	1	6

Recycling Composition		2010 tons	%
Mixed Paper	1,888.83	64%	
Cardboard	150.05	5%	
Newspaper	255.30	9%	
Magazines	0.00	0%	
Glass	440.76	15%	
Tin	39.99	1%	
Aluminum	22.77	1%	
Plastic	36.30	1%	
Waste	124.26	4%	
Co-Mingle	0.00	0%	
Total	2,958.26	100%	

Average Market Prices		2009	2010
Mixed Paper	\$	43.98	\$ 64.73
Cardboard	\$	97.26	\$ 150.08
Newspaper	\$	90.27	\$ 114.95
Magazines	\$	-	\$ -
Glass	\$	(15.25)	\$ (16.23)
Tin	\$	83.40	\$ 143.53
Aluminum	\$	985.85	\$ 1,285.42
Plastic	\$	230.62	\$ 241.01

Recycling Annual Cost of Collection, Processing and Disposal vs Revenue				
	Total Recycle Tons	Average Collection Cost	Recycling Processing Fee	Rev from sale of commodity
Commercial	2,366.56	195,903.84	59,164.00	169,408.83
Residential	683.57	177,803.39	46,749.35	41,439.87

4 90 gal toters	0	0	0	0	0	0	0	0	0	0	0	0
Extras	712	411	504	587	537	0	0	0	0	0	0	151

RESI RECYCLE ONLY	0	0	0	0	0	0	0	0	0	0	0	0
RESI YARDWASTE ONLY	4	4	4	5	5	3	3	4	4	4	4	4

RECYCLABLES MATERIAL SUMMARY

													Total
Mixed Paper	162.06	154.75	151.04	151.53	153.93	158.15	153.75	158.63	155.39	162.04	160.14	167.41	1888.83
Cardboard	13.62	13.00	12.69	12.73	12.94	13.29	12.92	13.33	13.06	4.95	13.46	14.07	150.05
Newspaper	21.91	20.92	20.42	20.48	20.81	21.37	20.78	21.44	21.00	21.90	21.64	22.63	255.30
Magazines	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Glass	37.82	36.11	35.24	35.36	35.92	36.91	35.88	37.02	36.26	37.81	37.37	39.07	440.76
Tin	3.43	3.28	3.20	3.21	3.26	3.35	3.26	3.36	3.29	3.43	3.39	3.55	39.99
Aluminum Cans	1.95	1.87	1.82	1.83	1.86	1.91	1.85	1.91	1.87	1.95	1.93	2.02	22.77
Plastic	3.12	2.97	2.90	2.91	2.96	3.04	2.96	3.05	2.99	3.11	3.08	3.22	36.30
Waste	10.66	10.18	9.94	9.97	10.13	10.40	10.12	10.44	10.22	10.66	10.53	11.02	124.26

MARKET PRICES

Mixed Paper	59.22	53.84	63.59	58.43	59.31	49.75	58.65	63.36	70.54	76.06	81.24	82.81	776.80
Cardboard	144.16	135.44	164.19	121.54	137.93	110.46	140.89	148.81	162.59	170.76	178.87	185.37	1801.01
Newspaper	103.87	91.18	109.40	115.10	118.50	98.82	105.11	107.66	118.41	126.33	137.72	147.35	1379.45
Magazines	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Glass	(15.25)	(16.29)	(15.25)	(14.03)	(13.98)	(14.73)	(15.06)	(14.59)	(14.83)	(15.90)	(23.89)	(20.95)	-194.75
Tin	141.14	119.91	139.09	154.62	139.95	134.51	125.85	139.78	157.80	147.80	153.83	168.03	1722.31
Aluminum Cans	1437.43	1127.95	1296.74	1311.82	1162.74	1103.09	1157.41	1285.17	1276.52	1411.36	1421.51	1433.25	15424.99
Plastic	241.81	226.98	232.61	231.27	250.18	207.87	238.28	222.38	215.15	243.86	304.22	277.56	2892.17

Co-Mingle

*

BULKY PICK-UPS:

Mattress	2	0	0	0	0	0	0	1	0	0	0	0
Washing Machine	0	0	0	0	0	0	0	0	0	0	0	0
Hot Water Tank	0	1	0	0	0	0	0	0	0	0	0	0
Couch	0	0	0	0	1	1	1	5	0	0	0	0
Bed	0	0	0	0	0	0	0	0	0	0	0	0
Fridge	0	0	0	0	0	0	0	0	0	0	0	0
Love Seat	0	0	0	0	0	1	0	0	0	0	0	0
Chair	0	0	0	0	0	0	0	1	0	0	0	0

City of Tukwila

2010 Annual Customer Count, Participation Summary & Bulky pickups

CUSTOMER COUNT

	2009	2010	YOY %
Average Residential Count			
Residential Recycling	2516	2488	-1%
Residential Recycle Only	0	0	0%
Residential Yard Waste	856	888	4%
Residential Solid Waste	2516	2520	0%
Average Multi-Family Count			
Multi-Family Recycling	85	78	-8%
Multi-Family Solid Waste	120	119	-1%
Multi-Family Yard Waste	0	3	0%
Average Commercial Count			
Commercial Recycling	316	311	-2%
Commercial Solid Waste	788	755	-4%
Commercial Yard Waste	0	4	0%

PARTICIPATION STATISTICS

	2009	2010
Residential Curbside Recycling		
Average Set-Out %	98.50%	98.61%
Residential Yard Waste		
Average Set-Out %	34.00%	34.06%

BULKY ITEMS

Mattresses	3
Washing Machine	0
Hot Water Tank	1
Couch	8
Bed	0
Fridge	0
Love Seat	1
Chair	1

City of Tukwila
Annual Waste Stream Summary *
 2010

Tonnage-Residential	2009	2010
Residential Recycling	745.59	700.57
Residential Yardwaste	555.00	664.47
Residential Solid Waste	1,870.18	1,983.59
Total Residential	3,170.77	3,348.63
Diversion of Solid Waste Stream	41.02%	40.76%

Tonnage-Commercial	2009	2010
Commercial Recycling	1,930.30	2,040.16
Commercial Yardwaste	0.00	0.00
Commercial Solid Waste	23,248.12	24,168.47
Total Commercial	25,178.42	26,208.63
Diversion of Solid Waste Stream	7.67%	7.78%

Tonnage-Multi-Family	2009	2010
Commercial Recycling	343.30	326.39
Commercial Yardwaste	0.00	0.00
Commercial Solid Waste	3,137.22	3,536.08
Total Commercial	3,480.52	3,862.47
Diversion of Solid Waste Stream	9.86%	8.45%

* There have no changes in the processing of yardwaste fees.

City of Tukwila
2010 Number of customers per container service level

Residential	2009	2010
Customer Service Level Statistics		
1 can once-a-month	57	57
10 gal can	6	6
19 gal can	124	134
2 19 gal cans	0	0
1 can	1105	1162
2 can	94	96
3 can	5	6
4 can	0	0
5 can	0	0
6 can	0	0
Additional cans	0	0
1 32 gal toter	387	445
2 32 gal toters	0	0
1 60 gal toter	537	567
2 60 gal toters	0	0
3 60 gal toters	0	0
4 60 gal toters	0	0
1 90 gal toter	182	188
2 90 gal toters	0	0
3 90 gal toters	0	0
4 90 gal toters	0	0

Multi-Family	2009	2010
Customer Service Level Statistics		
3 32 gal toters	1	1
4 32 gal toters	8	7
5 32 gal toters	1	2
1 60 gal toter	1	0
1 90 gal toter	4	4
2 90 gal toters	10	10
3 90 gal toters	2	2
4 90 gal toters	0	0
1 1yd FL everyother week svc	0	1
1 1yd FL (1x week svc)	13	11
1 1.50yd FL (1x week svc)	7	6
1 1.50yd FL (2x week svc)	0	2
1 2yd FL (1x week svc)	5	13
1 2yd FL (2x week svc)	2	3
2 2yd FL 1x week svc)	1	2
2 2yd FL (3x week svc)	1	0
2 2yd FL (2x week svc)	0	1
2 2yd FL (3x week svc)	0	1
3 2yd FL (2x week svc)	1	1
4 2yd FL (2x week svc)	1	1
6 2yd FL (2x week svc)	1	1
1 3yd FL (1x week svc)	8	5
1 3yd FL (2x week svc)	8	9
1 3yd FL (3x week svc)	1	1
2 3yd FL (1x week svc)	0	0
2 3yd FL (2x week svc)	2	2
2 3yd FL (3x week svc)	0	1
4 3yd FL (2x week svc)	0	1
1 4yd FL (every other week svc)	0	1
1 4yd FL (1x week svc)	9	9
1 4yd FL (2x week svc)	8	8
1 4yd FL (3x week svc)	0	2
2 4yd FL (1x week svc)	3	3
2 4yd FL (2x week svc)	3	4
3 4yd FL (1x week svc)	2	2
4 4yd FL (1x week svc)	1	1
4 4yd FL (2x week svc)	1	1
4 4yd FL (2x week svc)	1	1
1 6yd FL (every other week svc)	0	1
1 6yd FL (1x week svc)	7	8
1 6yd FL (2x week svc)	7	6
1 6yd FL (3x week svc)	3	3
2 6yd FL (1x week svc)	5	5
2 6yd FL (2x week svc)	2	1
1 8yd FL (1x week svc)	3	3
1 8yd FL (2x week svc)	5	6
1 8yd FL (3x week svc)	2	1
2 8yd FL (2x week svc)	1	0
4 8yd FL (2x week svc)	1	1

Commercial	2009	2010
Customer Service Level Statistics		
3 32 gal toters	1	1
1 32 gal toters	1	2
1 60 gal toter (1x week svc)	12	12
2 60 gal toters (1x week svc)	1	1
1 90 gal toter (1x week svc)	15	19
1 90 gal toter (every other week svc)	3	1
1 90 gal toter (2x week svc)	0	0
2 90 gal toter (1x week svc)	3	2
3 90 gal toter (1x week svc)	3	2
4 90 gal toter (1x week svc)	0	0
6 90 gal toter (1x week svc)	1	0
1 1yd FL oncall	4	4
1 1yd FL once a month svc	2	2
1 1yd FL everyother week svc	3	5
1 1yd FL (1x week svc)	54	58
2 1yd FL (1x week svc)	1	1
1 1.50yd FL everyother week svc	1	0
1 1.50yd FL (1x week svc)	12	12
1 1.50yd FL (3x week svc)	0	1
4 1.50yd FL (1x week svc)	1	1
1 2yd FL oncall	3	6
1 2yd FL once a month svc	2	1
1 2yd FL everyother week svc	11	8
1 2yd FL (1x week svc)	89	101
1 2yd FL (2x week svc)	6	6
1 2yd FL (3x week svc)	0	1
1 2yd FL (5x week svc)	2	1
4 2yd FL (1x week svc)	0	2
1 3yd FL oncall	3	4
1 3yd FL once a month svc	0	0
1 3yd FL everyother week svc	6	6
1 3yd FL (1x week svc)	52	51
1 3yd FL (2x week svc)	10	9
1 3yd FL (3x week svc)	3	3
1 3yd FL (4x week svc)	0	0
2 3yd FL (on call)	1	1
2 3yd FL (1x week svc)	1	1
2 3yd FL (2x week svc)	2	3
2 3yd FL (3x week svc)	2	1
4 3yd FL (3x week svc)	0	0
1 4yd FL oncall	11	9
1 4yd FL everyother week svc	10	16
1 4yd FL once a month svc	1	1
1 4yd FL (1x week svc)	88	95
1 4yd FL (2x week svc)	25	25
1 4yd FL (3x week svc)	19	11
1 4yd FL (4x week svc)	2	2
1 4yd FL (5x week svc)	3	2
1 4yd FL (6 x week svc)	0	1
1 4yd FL Compactor (1every other week)	1	1
1 4yd FL Compactor (1x week svc)	1	1
1 4yd FL Compactor (2x week svc)	0	0
2 4yd FL (1x week svc)	4	5
2 4yd FL (2x week svc)	6	4
2 4yd FL (3x week svc)	4	4
3 4yd FL (4x week svc)	0	1
1 6yd FL oncall	8	8
1 6yd FL everyother week svc	8	8
1 6yd FL (1x week svc)	27	37
1 6yd FL (2x week svc)	17	17
1 6yd FL (3x week svc)	11	9
1 6yd FL (4x week svc)	3	2
1 6yd FL (5x week svc)	1	1
1 8yd FL oncall	9	9
1 8yd FL everyother week svc	4	4
1 8yd FL (1x week svc)	31	36
1 8yd FL (2x week svc)	22	28
1 8yd FL (3x week svc)	9	7
1 8d FL (4x week svc)	3	4
1 8yd FL (5x week svc)	0	0
1 8yd FL (6 x week svc)	0	0
2 8yd FL (1x week svc)	1	1
2 8yd FL (2x week svc)	2	0
2 8yd FL (3x week svc)	1	0
1 8yd FL Compactor (1x week svc)	0	1

Roll-Off	2009	2010
Customer Service Level Statistics		
1 10yd Open top on call	2	0
1 10yd Open (1x week svc)	1	1
1 10yd Open (2x week svc)	0	1
1 10yd Compactor on call	1	1
1 15yd Compactor (every other week svc)	1	1
1 15yd Compactor (1x week svc)	1	2
1 15yd Compactor on call	1	1
1 20yd Open top oncall	8	10
1 20yd Open top (1x week svc)	3	1
1 20yd Open top (2x week svc)	0	1
1 20yd Open top (3x week svc)	0	1
1 20yd Compactor oncall	1	2
1 20yd Compactor (everyother week svc)	1	1
1 20yd Compactor (1x week svc)	2	3
1 25yd Open top oncall	16	13
1 25yd Open (everyother week svc)	2	1
1 25yd Open top (1x week svc)	2	5
1 25yd Open top (2x week svc)	2	1
1 25yd Open top (3x week svc)	0	0
1 25yd Compactor oncall	7	10
1 25yd Compactor (1x week svc)	1	1
1 25yd Compactor (3x week svc)	1	0
1 30yd Open top oncall	12	12
1 30yd Open top (1x week svc)	1	1
1 30yd Open top (2x week svc)	1	1
1 30yd Open top (3x week svc)	2	2
1 30yd Open top (4x week svc)	0	0
1 30yd Open top (5x week svc)	1	1
1 30yd Compactor oncall	12	12
1 30yd Compactor (1x week svc)	1	2
1 30yd Compactor (2x week svc)	1	2
1 30yd Compactor (Every other week sv)	0	1
1 40yd Open top oncall	18	19
1 40yd Open top (1x week svc)	2	2
1 40yd Open top (2x week svc)	2	0
1 40yd Open top (3x week svc)	2	0
1 40yd Open top (4x week svc)	0	0
1 40yd Open top (5x week svc)	1	1
1 40yd Compactor oncall	6	8
1 40yd Compactor (1x week svc)	0	0
1 40yd Compactor (2x week svc)	0	0
1 40yd Compactor (3x week svc)	0	0

Multi-Family Roll-Off	2009	2010
Customer Service Level Statistics		
1 20yd Compactor on call	1	1
1 25yd Open top on call	1	0
1 25yd Compactor on call	1	1
1 30yd Compactor on call	0	0
1 30yd Compactor 1/month	1	1
1 30yd Compactor (1x week svc)	0	0

City of Tukwila
 2010 Residential & Commercial Recycling
 Process fee, Collection Costs, and Commodity Revenue
 file

RESIDENTIAL

	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Total 2010
Residential Tons	71.51	59.06	56.00	57.00	57.00	57.00	56.00	55.00	54.00	53.00	54.00	54.00	683.57
Processing Fee	68.39	68.39	68.39	68.39	68.39	68.39	68.39	68.39	68.39	68.39	68.39	68.39	
Collection Cost	260.11	260.11	260.11	260.11	260.11	260.11	260.11	260.11	260.11	260.11	260.11	260.11	
Commodity Value	50.48	50.67	61.59	56.94	57.55	47.51	55.67	60.18	66.25	71.77	76.04	78.51	
Processing \$\$	4,890.57	4,039.11	3,829.84	3,898.23	3,898.23	3,898.23	3,829.84	3,761.45	3,693.06	3,624.67	3,693.06	3,693.06	\$ 46,749.35
Collection Costs \$\$	18,600.47	15,362.10	14,566.16	14,826.27	14,826.27	14,826.27	14,566.16	14,306.05	14,045.94	13,785.83	14,045.94	14,045.94	\$ 177,803.39
Commodity Mkt Value \$\$	3,609.82	2,992.57	3,449.04	3,245.58	3,280.35	2,708.07	3,117.52	3,309.90	3,577.50	3,803.81	4,106.16	4,239.54	\$ 41,439.87

COMMERCIAL

Multi Family Tons	27.55	27.55	25.63	25.65	25.45	25.55	25.58	28.83	29.17	28.9	28.22	28.32	326.40
Commercial Tons	164.85	165.38	164.33	164.1	168.22	174.98	168.80	174.48	169.87	173.3	178.55	\$173.30	2,040.16
Total Tons	192.4	192.93	189.96	189.75	193.67	200.53	194.38	203.31	199.04	202.2	206.77	201.62	2,366.56
Processing Fee	25	25	25	25	25	25	25	25	25	25	25	25	
Collection Cost	82.78	82.78	82.78	82.78	82.78	82.78	82.78	82.78	82.78	82.78	82.78	82.78	
Commodity Mkt Value \$\$	59.22	59.82	70.65	64.92	65.9	55.28	65.17	70.4	78.38	84.51	90.27	92.01	
Processing \$\$	4,810.00	4,823.25	4,749.00	4,743.75	4,841.75	5,013.25	4,859.50	5,082.75	4,976.00	5,055.00	5,169.25	5,040.50	59,164.00
Collection Costs \$\$	15,926.87	15,970.75	15,724.89	15,707.51	16,032.00	16,599.87	16,090.78	16,830.00	16,476.53	16,738.12	17,116.42	16,690.10	195,903.84
Commodity Value \$\$	11,393.93	11,541.07	13,420.67	12,318.57	12,762.85	11,085.30	12,667.74	14,313.02	15,600.76	17,087.92	18,665.13	18,551.06	169,408.03

City of Tukwila
2010 Annual Recycling Commodity Composition

Recycling Composition	2009 tons	%	2010 tons	%
Mixed Paper	1,917.57	61%	1,888.83	64%
Cardboard	161.13	5%	150.05	5%
Newspaper	259.18	8%	255.30	9%
Magazines	0.00	0%	0.00	0%
Glass	447.46	14%	440.76	15%
Tin	40.59	1%	39.99	1%
Aluminum	23.11	1%	22.77	1%
Plastic	36.85	1%	36.30	1%
Waste	236.69	8%	124.26	4%
Co-Mingle	0.00	0%	0.00	0%
Total	3,122.57	100%	2,958.26	100%

Average Market Prices	2009	2010
Mixed Paper	\$ 43.98	\$ 64.73
Cardboard	\$ 97.26	\$ 150.08
Newspaper	\$ 90.27	\$ 114.95
Magazines	\$ -	\$ -
Glass	\$ (15.25)	\$ (16.23)
Tin	\$ 83.40	\$ 143.53
Aluminum	\$ 985.85	\$ 1,285.42
Plastic	\$ 230.62	\$ 241.01



To: Frank Iriate

From: Jody Reid

Date: January 15, 2011

Subject: City of Tukwila April 1, 2011 Rate Adjustment

Attached is an analysis of the estimated April 1, 2011 Tukwila rate increase. Section 32 of the contract describes the regular annual rate adjustment process. The CPI rate used in this analysis represents the change in the Urban Wage Earners and Clerical Workers index for U.S. City Average from October 2009 to October 2010. This index change from 211.900 to 215.005 respectively, a 1.47% increase. A copy of the CPI Publication containing the above figures is attached.

The estimated rates on the attached schedules were calculated as follows:

Column 1 is a description of services

Column 2 represents pounds per pick up

Column 3 contains the current rates, which became effective April 1, 2010.

Column 4 represents the disposal portion of the rates

Column 5 is the current service portion of the rates

Column 6 is a calculation of the CPI increase of 1.47 % adjusted 80% to an increase of 1.17%

Column 7 represents the new proposed rates effective April 1, 2011.

If you have any questions, please feel free to give me a call to discuss.

Change Output Options: From:

To: include graphs

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Data extracted on: January 11, 2011 (11:56:05 AM)

Consumer Price Index - Urban Wage Earners and Clerical Workers

Series Id: CWSR0000SA0
 Seasonally Adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download:



Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2000	166	166.7	167.8	167.6	167.9	169	169.5	169.3	170.3	170.5	170.8	171.2			
2001	172.2	172.5	172.6	173	174	174.2	173.8	173.8	174.7	173.9	173.7	173.4			
2002	173.7	173.9	174.5	175.4	175.5	175.7	176.1	176.6	176.8	177.2	177.5	177.7			
2003	178.6	179.7	180.1	179.2	178.7	178.9	179.4	180.3	180.9	180.6	180.6	181			
2004	181.9	182.4	182.7	182.8	183.8	184.4	184.6	184.7	185.3	186.4	187.4	187.4			
2005	187.2	188	188.6	189.3	189.1	189.3	190.6	192	195.1	195.2	193.7	193.7			
2006	195	195.1	195.4	196.3	197	197.5	198.6	199.5	198.5	197.1	197	198.4			
2007	198.558	199.446	200.728	201.389	202.345	202.557	203.03	203.07	203.99	204.599	206.29	207.117			
2008	207.995	208.504	209.395	209.972	211.125	213.337	215.308	215.006	215.111	212.616	207.662	205.803			
2009	206.562	207.574	207.338	207.517	207.768	209.6	209.865	210.939	211.351	211.9	212.417	212.92			
2010	213.638	213.644	213.775	213.475	212.882	212.487	213.275	214.019	214.345	215.005	215.099				

CITY OF TUKWILA

Garbage and Yard Debris Service Fees
CPI Adjustment
Percentage Calculation

CPI Current Period*	215.0
Less CPI Prior Period**	211.9
Index Point Change	3.1
Divide by Prior Period CPI	0.015
Result Multiplied by 100	1.47
CPI Multiplier	1.47
80% of CPI**	1.17%

*Ending October 2010 CPI from CPI-W 1982=100 extracted 1/11/11

**Ending October 2009 CPI from CPI-W 1982=100 extracted

*** As stated in the city contract section 32 Rate Adjustments

**ATTACHMENT A-2
COMMERCIAL RATES**

Permanent Container	Pounds per Pick-up	Apr-10 Service Per P/U	Apr-10 Disposal per P/U	Apr-10 Current Rate	80% of CPI 1.17%	Apr-11 Proposed Rate
32 Gallon	24	\$ 1.30	\$ 1.20	\$ 2.50	\$ 0.02	\$ 2.52
60 Gallon	45	\$ 1.69	\$ 2.24	\$ 3.93	\$ 0.02	\$ 3.95
90 Gallon	67.5	\$ 2.39	\$ 3.36	\$ 5.75	\$ 0.03	\$ 5.78
1 YD	125	\$ 6.12	\$ 6.23	\$ 12.35	\$ 0.07	\$ 12.42
1.5 YD	188	\$ 7.31	\$ 9.34	\$ 16.65	\$ 0.09	\$ 16.74
2 YD	250	\$ 9.20	\$ 12.45	\$ 21.65	\$ 0.11	\$ 21.76
3 YD	375	\$ 12.73	\$ 18.68	\$ 31.41	\$ 0.15	\$ 31.56
4 YD	500	\$ 16.16	\$ 24.91	\$ 41.07	\$ 0.19	\$ 41.26
6 YD	750	\$ 19.95	\$ 37.36	\$ 57.31	\$ 0.23	\$ 57.54
8 YD	1,000	\$ 25.23	\$ 49.81	\$ 75.04	\$ 0.30	\$ 75.34
10 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
12 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
15 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
16 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
20 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
25 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
30 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
40 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
32 GAL CART RENT		\$ 1.19		\$ 1.19	\$ 0.01	\$ 1.20
64 GAL CART RENT		\$ 1.48		\$ 1.48	\$ 0.02	\$ 1.50
96 GAL CART RENT		\$ 1.77		\$ 1.77	\$ 0.02	\$ 1.79
1 YD RENT		\$ 8.56		\$ 8.56	\$ 0.10	\$ 8.66
1.5 YD RENT		\$ 9.15		\$ 9.15	\$ 0.11	\$ 9.26
2 YD RENT		\$ 10.21		\$ 10.21	\$ 0.12	\$ 10.33
3 YD RENT		\$ 11.49		\$ 11.49	\$ 0.13	\$ 11.62
4 YD RENT		\$ 13.45		\$ 13.45	\$ 0.16	\$ 13.61
6 YD RENT		\$ 19.57		\$ 19.57	\$ 0.23	\$ 19.80
8 YD RENT		\$ 24.45		\$ 24.45	\$ 0.29	\$ 24.74
10 YD RENT		\$ 32.65		\$ 32.65	\$ 0.38	\$ 33.03
12 YD RENT		\$ 32.65		\$ 32.65	\$ 0.38	\$ 33.03
15 YD RENT		\$ 32.65		\$ 32.65	\$ 0.38	\$ 33.03
16 YD RENT		\$ 32.65		\$ 32.65	\$ 0.38	\$ 33.03
20 YD RENT		\$ 32.65		\$ 32.65	\$ 0.38	\$ 33.03
25 YD RENT		\$ 39.54		\$ 39.54	\$ 0.46	\$ 40.00
30 YD RENT		\$ 46.58		\$ 46.58	\$ 0.55	\$ 47.13
40 YD RENT		\$ 62.41		\$ 62.41	\$ 0.73	\$ 63.14
1 YD Compacted 5:1	625	\$ 37.69	\$ 31.13	\$ 68.82	\$ 0.44	\$ 69.26
2 YD Compacted 5:1	1,250	\$ 37.03	\$ 62.26	\$ 99.29	\$ 0.43	\$ 99.72
3 YD Compacted 5:1	1,875	\$ 33.62	\$ 93.39	\$ 127.01	\$ 0.39	\$ 127.40
4 YD Compacted 5:1	2,500	\$ 42.84	\$ 124.53	\$ 167.37	\$ 0.50	\$ 167.87
5 YD Compacted 5:1	3,125	\$ 52.25	\$ 155.66	\$ 207.91	\$ 0.61	\$ 208.52
6 YD Compacted 5:1	3,750	\$ 61.61	\$ 186.78	\$ 248.39	\$ 0.72	\$ 249.11
3 YD Compacted 3.5:1	1,313	\$ 34.65	\$ 65.38	\$ 100.03	\$ 0.41	\$ 100.44
4 YD Compacted 3.5:1	1,750	\$ 44.41	\$ 83.72	\$ 128.13	\$ 0.52	\$ 128.65
5 YD Compacted 3.5:1	2,188	\$ 56.61	\$ 108.95	\$ 165.56	\$ 0.66	\$ 166.22
6 YD Compacted 3.5:1	2,625	\$ 68.33	\$ 130.74	\$ 199.07	\$ 0.80	\$ 199.87
10 YD COMPACTORS		\$ 133.78		\$ 133.78	\$ 1.57	\$ 135.35
15 YD COMPACTORS		\$ 133.78		\$ 133.78	\$ 1.57	\$ 135.35
20 YD COMPACTORS		\$ 133.78		\$ 133.78	\$ 1.57	\$ 135.35
25 YD COMPACTORS		\$ 133.78		\$ 133.78	\$ 1.57	\$ 135.35
30 YD COMPACTORS		\$ 133.78		\$ 133.78	\$ 1.57	\$ 135.35
40 YD COMPACTORS		\$ 133.78		\$ 133.78	\$ 1.57	\$ 135.35

Temporary Container	Pounds per Pick-up	Apr-10 Service Per P/U	Apr-10 Disposal per P/U	Apr-10 Current Rate	80% of	Apr-11
					CPI	Proposed
					1.17%	Rate
1 YD	125	\$ 7.35	\$ 6.23	\$ 13.58	\$ 0.09	\$ 13.67
1.5 YD	188	\$ 8.56	\$ 9.34	\$ 17.90	\$ 0.10	\$ 18.00
2 YD	250	\$ 10.46	\$ 12.45	\$ 22.91	\$ 0.12	\$ 23.03
3 YD	375	\$ 13.98	\$ 18.68	\$ 32.66	\$ 0.16	\$ 32.82
4 YD	500	\$ 17.41	\$ 24.91	\$ 42.32	\$ 0.20	\$ 42.52
6 YD	750	\$ 21.18	\$ 37.36	\$ 58.54	\$ 0.25	\$ 58.79
8 YD	1,000	\$ 26.46	\$ 49.81	\$ 76.27	\$ 0.31	\$ 76.58
10 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
12 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
15 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
20 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
25 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
30 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
40 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
1 YD RENT/Day		\$ 1.23		\$ 1.23	\$ 0.01	\$ 1.24
1.5 YD RENT/Day		\$ 1.23		\$ 1.23	\$ 0.01	\$ 1.24
2 YD RENT/Day		\$ 1.23		\$ 1.23	\$ 0.01	\$ 1.24
3 YD RENT/Day		\$ 1.23		\$ 1.23	\$ 0.01	\$ 1.24
4 YD RENT/Day		\$ 1.23		\$ 1.23	\$ 0.01	\$ 1.24
6 YD RENT/Day		\$ 1.84		\$ 1.84	\$ 0.02	\$ 1.86
8 YD RENT/Day		\$ 2.13		\$ 2.13	\$ 0.02	\$ 2.15
10 YD RENT/Day		\$ 2.73		\$ 2.73	\$ 0.03	\$ 2.76
12 YD RENT/Day		\$ 2.73		\$ 2.73	\$ 0.03	\$ 2.76
15 YD RENT/Day		\$ 2.73		\$ 2.73	\$ 0.03	\$ 2.76
20 YD RENT/Day		\$ 2.73		\$ 2.73	\$ 0.03	\$ 2.76
25 YD RENT/Day		\$ 2.73		\$ 2.73	\$ 0.03	\$ 2.76
30 YD RENT/Day		\$ 4.30		\$ 4.30	\$ 0.05	\$ 4.35
40 YD RENT/Day		\$ 4.60		\$ 4.60	\$ 0.05	\$ 4.65
Delivery 1 - 8 Yard		\$ 32.41		\$ 32.41	\$ 0.38	\$ 32.79
Delivery 10 - 40 Yard		\$ 33.18		\$ 33.18	\$ 0.39	\$ 33.57

Special Services	Scheduled Method	Apr-10 Service Per P/U	Apr-10 Disposal per P/U	Apr-10 Current Rate	80% of CPI 1.17%	Apr-11 Proposed Rate
Bags	Each	\$ 1.36	\$ 1.20	\$ 2.56	\$ 0.02	\$ 2.58
Box	Each	\$ 1.36	\$ 1.20	\$ 2.56	\$ 0.02	\$ 2.58
Cans	Each	\$ 1.36	\$ 1.20	\$ 2.56	\$ 0.02	\$ 2.58
Bulk	Each	\$ 8.15	\$ 6.47	\$ 14.62	\$ 0.10	\$ 14.72
Bulk - Minimum Fee	Each	\$ 11.54	\$ 9.96	\$ 21.50	\$ 0.14	\$ 21.64
Extra Yard	Each	\$ 15.25	\$ -	\$ 15.25	\$ 0.18	\$ 15.43
Distance	Unit	\$ 0.29		\$ 0.29	\$ -	\$ 0.29
Drive in	Unit	\$ 1.46		\$ 1.46	\$ 0.02	\$ 1.48
Gate	Each	\$ 1.34		\$ 1.34	\$ 0.02	\$ 1.36
Keys	Each	\$ 5.82		\$ 5.82	\$ 0.07	\$ 5.89
L/D	Each	\$ 23.29		\$ 23.29	\$ 0.27	\$ 23.56
Lock	Each	\$ 17.46		\$ 17.46	\$ 0.20	\$ 17.66
Milage over 10	Each	\$ 1.91		\$ 1.91	\$ 0.02	\$ 1.93
Overtime	Each	\$ 44.30		\$ 44.30	\$ 0.52	\$ 44.82
Overtime - Minimum Fee	Each	\$ 177.19		\$ 177.19	\$ 2.08	\$ 179.27
Overhead Cans	Units	\$ 0.28		\$ 0.28	\$ -	\$ 0.28
Plac	Each	\$ 32.41		\$ 32.41	\$ 0.38	\$ 32.79
Return Trip-Container	Each	\$ 12.11		\$ 12.11	\$ 0.14	\$ 12.25
Return Trip-Drop Box	Each	\$ 24.39		\$ 24.39	\$ 0.29	\$ 24.68
Return Trip-Can	Each	\$ 8.98		\$ 8.98	\$ 0.11	\$ 9.09
Roll Charge	Each	\$ 2.69		\$ 2.69	\$ 0.03	\$ 2.72
Sanitize	Yard	\$ 1.25		\$ 1.25	\$ 0.01	\$ 1.26
Steps	Units	\$ 0.05		\$ 0.05	\$ -	\$ 0.05
Sunken Can	Each	\$ 0.28		\$ 0.28	\$ -	\$ 0.28
Time Charge	Each	\$ 88.76		\$ 88.76	\$ 1.04	\$ 89.80
Time Charge - Minimum Fee	Each	\$ 44.39		\$ 44.39	\$ 0.52	\$ 44.91
Wash	Per yd	\$ 2.16		\$ 2.16	\$ 0.03	\$ 2.19
Wash - Minimum Fee	Each	\$ 13.51		\$ 13.51	\$ 0.16	\$ 13.67
Extra Man	Each	\$ 36.76		\$ 36.76	\$ 0.43	\$ 37.19
Yard	Each	\$ 15.03		\$ 15.03	\$ 0.18	\$ 15.21
Yard - Minimum Fee	Each	\$ 21.03		\$ 21.03	\$ 0.25	\$ 21.28
95 Gallon Yardwaste	Each	\$ 5.56		\$ 5.56	\$ 0.07	\$ 5.63

**ATTACHMENT A-2
Multi-Family RATES**

Permanent Container	Pounds per Pick-up	Apr-10 Service Rate	Apr-10 Disposal per P/U	Apr-10 Current Rate	80% of CPI 1.17%	Apr-11 Proposed Rate
32 Gallon	24	\$ 1.59	\$ 1.14	\$ 2.73	\$ 0.02	\$ 2.75
60 Gallon	45	\$ 1.98	\$ 2.28	\$ 4.26	\$ 0.02	\$ 4.28
90 Gallon	67.5	\$ 2.69	\$ 3.42	\$ 6.11	\$ 0.03	\$ 6.14
1 YD	125	\$ 7.60	\$ 5.93	\$ 13.53	\$ 0.09	\$ 13.62
1.5 YD	188	\$ 9.56	\$ 8.89	\$ 18.45	\$ 0.11	\$ 18.56
2 YD	250	\$ 12.30	\$ 11.86	\$ 24.16	\$ 0.14	\$ 24.30
3 YD	375	\$ 16.92	\$ 17.79	\$ 34.71	\$ 0.20	\$ 34.91
4 YD	500	\$ 21.72	\$ 23.72	\$ 45.44	\$ 0.25	\$ 45.69
6 YD	750	\$ 28.02	\$ 35.58	\$ 63.60	\$ 0.33	\$ 63.93
8 YD	1,000	\$ 35.59	\$ 47.44	\$ 83.03	\$ 0.42	\$ 83.45
10 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
12 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
15 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
16 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
20 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
25 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
30 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
40 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
32 GAL CART RENT		\$ 1.19		\$ 1.19	\$ 0.01	\$ 1.20
64 GAL CART RENT		\$ 1.48		\$ 1.48	\$ 0.02	\$ 1.50
96 GAL CART RENT		\$ 1.77		\$ 1.77	\$ 0.02	\$ 1.79
1 YD RENT		\$ 8.27		\$ 8.27	\$ 0.10	\$ 8.37
1.5 YD RENT		\$ 8.83		\$ 8.83	\$ 0.10	\$ 8.93
2 YD RENT		\$ 9.86		\$ 9.86	\$ 0.12	\$ 9.98
3 YD RENT		\$ 11.09		\$ 11.09	\$ 0.13	\$ 11.22
4 YD RENT		\$ 12.99		\$ 12.99	\$ 0.15	\$ 13.14
6 YD RENT		\$ 18.90		\$ 18.90	\$ 0.22	\$ 19.12
8 YD RENT		\$ 23.62		\$ 23.62	\$ 0.28	\$ 23.90
10 YD RENT		\$ 31.52		\$ 31.52	\$ 0.37	\$ 31.89
12 YD RENT		\$ 31.52		\$ 31.52	\$ 0.37	\$ 31.89
15 YD RENT		\$ 31.52		\$ 31.52	\$ 0.37	\$ 31.89
16 YD RENT		\$ 31.52		\$ 31.52	\$ 0.37	\$ 31.89
20 YD RENT		\$ 31.52		\$ 31.52	\$ 0.37	\$ 31.89
25 YD RENT		\$ 38.18		\$ 38.18	\$ 0.45	\$ 38.63
30 YD RENT		\$ 44.97		\$ 44.97	\$ 0.53	\$ 45.50
40 YD RENT		\$ 60.26		\$ 60.26	\$ 0.71	\$ 60.97
1 YD Compacted 5:1	625	\$ 44.96	\$ 29.65	\$ 74.61	\$ 0.53	\$ 75.14
2 YD Compacted 5:1	1,250	\$ 52.88	\$ 59.29	\$ 112.17	\$ 0.62	\$ 112.79
3 YD Compacted 5:1	1,875	\$ 58.12	\$ 88.94	\$ 147.06	\$ 0.68	\$ 147.74
4 YD Compacted 5:1	2,500	\$ 75.62	\$ 118.60	\$ 194.22	\$ 0.89	\$ 195.11
5 YD Compacted 5:1	3,125	\$ 93.24	\$ 148.25	\$ 241.49	\$ 1.09	\$ 242.58
6 YD Compacted 5:1	3,750	\$ 110.86	\$ 177.89	\$ 288.75	\$ 1.30	\$ 290.05
3 YD Compacted 3.5:1	1,313	\$ 51.42	\$ 62.26	\$ 113.68	\$ 0.60	\$ 114.28
4 YD Compacted 3.5:1	1,750	\$ 66.78	\$ 83.02	\$ 149.80	\$ 0.78	\$ 150.58
5 YD Compacted 3.5:1	2,188	\$ 84.42	\$ 103.76	\$ 188.18	\$ 0.99	\$ 189.17
6 YD Compacted 3.5:1	2,625	\$ 101.99	\$ 124.52	\$ 226.51	\$ 1.20	\$ 227.71
10 YD COMPACTORS		\$ 133.78		\$ 133.78	\$ 1.57	\$ 135.35
15 YD COMPACTORS		\$ 133.78		\$ 133.78	\$ 1.57	\$ 135.35
20 YD COMPACTORS		\$ 133.78		\$ 133.78	\$ 1.57	\$ 135.35
25 YD COMPACTORS		\$ 133.78		\$ 133.78	\$ 1.57	\$ 135.35
30 YD COMPACTORS		\$ 133.78		\$ 133.78	\$ 1.57	\$ 135.35
40 YD COMPACTORS		\$ 133.78		\$ 133.78	\$ 1.57	\$ 135.35

**ATTACHMENT A-2
Multi-Family RATES**

Temorary Container	Pounds per Pick-up	Apr-10 Service Rate	Apr-10 Disposal per P/U	Apr-10 Current Rate	80% of CPI 1.17%	Apr-11 Proposed Rate
1 YD	125	\$ 8.79	\$ 5.93	\$ 14.72	\$ 0.10	\$ 14.82
1.5 YD	188	\$ 10.76	\$ 8.89	\$ 19.65	\$ 0.13	\$ 19.78
2 YD	250	\$ 13.51	\$ 11.86	\$ 25.37	\$ 0.16	\$ 25.53
3 YD	375	\$ 18.13	\$ 17.79	\$ 35.92	\$ 0.21	\$ 36.13
4 YD	500	\$ 22.94	\$ 23.72	\$ 46.66	\$ 0.27	\$ 46.93
6 YD	750	\$ 29.21	\$ 35.58	\$ 64.79	\$ 0.34	\$ 65.13
8 YD	1,000	\$ 36.81	\$ 47.44	\$ 84.25	\$ 0.43	\$ 84.68
10 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
12 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
15 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
20 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
25 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
30 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
40 YD		\$ 105.77		\$ 105.77	\$ 1.24	\$ 107.01
1 YD RENT/Day		\$ 1.19		\$ 1.19	\$ 0.01	\$ 1.20
1.5 YD RENT/Day		\$ 1.19		\$ 1.19	\$ 0.01	\$ 1.20
2 YD RENT/Day		\$ 1.19		\$ 1.19	\$ 0.01	\$ 1.20
3 YD RENT/Day		\$ 1.19		\$ 1.19	\$ 0.01	\$ 1.20
4 YD RENT/Day		\$ 1.19		\$ 1.19	\$ 0.01	\$ 1.20
6 YD RENT/Day		\$ 1.77		\$ 1.77	\$ 0.02	\$ 1.79
8 YD RENT/Day		\$ 2.06		\$ 2.06	\$ 0.02	\$ 2.08
10 YD RENT/Day		\$ 2.64		\$ 2.64	\$ 0.03	\$ 2.67
12 YD RENT/Day		\$ 2.64		\$ 2.64	\$ 0.03	\$ 2.67
15 YD RENT/Day		\$ 2.64		\$ 2.64	\$ 0.03	\$ 2.67
20 YD RENT/Day		\$ 2.64		\$ 2.64	\$ 0.03	\$ 2.67
25 YD RENT/Day		\$ 2.64		\$ 2.64	\$ 0.03	\$ 2.67
30 YD RENT/Day		\$ 4.14		\$ 4.14	\$ 0.05	\$ 4.19
40 YD RENT/Day		\$ 4.43		\$ 4.43	\$ 0.05	\$ 4.48
Delivery 1 - 8 Yard		\$ 31.30		\$ 31.30	\$ 0.37	\$ 31.67
Delivery 10 - 40 Yard		\$ 31.17		\$ 31.17	\$ 0.37	\$ 31.54

**ATTACHMENT A-2
Multi-Family RATES**

Special Services	Scheduled Method	Apr-10 Service Rate	Apr-10 Disposal per P/U	Apr-10 Current Rate	80% of CPI 1.17%	Apr-11 Proposed Rate
Bags	Each	\$ 1.66	\$ 1.14	\$ 2.80	\$ 0.02	\$ 2.82
Box	Each	\$ 1.66	\$ 1.14	\$ 2.80	\$ 0.02	\$ 2.82
Cans	Each	\$ 1.66	\$ 1.14	\$ 2.80	\$ 0.02	\$ 2.82
Bulk	Each	\$ 8.53	\$ 6.16	\$ 14.69	\$ 0.10	\$ 14.79
Bulk - Minimum Fee	Each	\$ 12.13	\$ 9.49	\$ 21.62	\$ 0.14	\$ 21.76
Extra Yard	Each	\$ 14.71	\$ -	\$ 14.71	\$ 0.17	\$ 14.88
Distance	Unit	\$ 0.28		\$ 0.28	\$ -	\$ 0.28
Keys	Each	\$ 5.91		\$ 5.91	\$ 0.07	\$ 5.98
L/D	Each	\$ 23.62		\$ 23.62	\$ 0.28	\$ 23.90
Lock	Each	\$ 17.70		\$ 17.70	\$ 0.21	\$ 17.91
Milage over 10	Each	\$ 1.84		\$ 1.84	\$ 0.02	\$ 1.86
Overtime	Each	\$ 44.91		\$ 44.91	\$ 0.53	\$ 45.44
Overtime - Minimum Fee	Each	\$ 179.67		\$ 179.67	\$ 2.11	\$ 181.78
Overhead Cans	Units	\$ 0.28		\$ 0.28	\$ -	\$ 0.28
Plac	Each	\$ 32.06		\$ 32.06	\$ 0.38	\$ 32.44
Return Trip-Container	Each	\$ 11.69		\$ 11.69	\$ 0.14	\$ 11.83
Return Trip-Drop Box	Each	\$ 23.54		\$ 23.54	\$ 0.28	\$ 23.82
Return Trip-Can	Each	\$ 8.68		\$ 8.68	\$ 0.10	\$ 8.78
Roll Charge	Each	\$ 2.60		\$ 2.60	\$ 0.03	\$ 2.63
Sanitize	Yard	\$ 1.27		\$ 1.27	\$ 0.01	\$ 1.28
Steps	Units	\$ 0.05		\$ 0.05	\$ -	\$ 0.05
Sunken Can	Each	\$ 0.28		\$ 0.28	\$ -	\$ 0.28
Time Charge	Each	\$ 85.71		\$ 85.71	\$ 1.00	\$ 86.71
Time Charge - Minimum Fee	Each	\$ 42.86		\$ 42.86	\$ 0.50	\$ 43.36
32 Gallon Cart Will Call	Each	\$ 4.72		\$ 4.72	\$ 0.06	\$ 4.78
60 Gallon Cart Will Call	Each	\$ 5.90		\$ 5.90	\$ 0.07	\$ 5.97
90 Gallon Cart Will Call	Each	\$ 8.06		\$ 8.06	\$ 0.09	\$ 8.15
Wash	Per yd	\$ 2.20		\$ 2.20	\$ 0.03	\$ 2.23
Wash - Minimum Fee	Each	\$ 13.05		\$ 13.05	\$ 0.15	\$ 13.20
Extra Man	Each	\$ 37.28		\$ 37.28	\$ 0.44	\$ 37.72
Yard	Each	\$ 14.51		\$ 14.51	\$ 0.17	\$ 14.68
Yard - Minimum Fee	Each	\$ 21.32		\$ 21.32	\$ 0.25	\$ 21.57

ATTACHMENT A-1
 COMPREHENSIVE COMMERCIAL AND RESIDENTIAL SOLID WASTE, RECYCLABLE AND
 YARDWASTE RATES

Description	Pounds per Can/Unit	Apr-10 Service Rate	Apr-10 Disposal per P/U	Apr-10 Current per P/U	80% of CPI 1.17%	Apr-11 Proposed Rate
1 Can	24	\$ 7.02	\$ 4.94	\$ 11.96	\$ 0.08	\$ 12.04
2 Cans	48	\$ 7.56	\$ 9.88	\$ 17.44	\$ 0.09	\$ 17.53
3 Cans	72	\$ 10.71	\$ 14.82	\$ 25.53	\$ 0.13	\$ 25.66
4 Cans	96	\$ 13.89	\$ 19.76	\$ 33.65	\$ 0.16	\$ 33.81
5 Cans	120	\$ 14.96	\$ 24.70	\$ 39.66	\$ 0.18	\$ 39.84
6 Cans	144	\$ 17.96	\$ 29.64	\$ 47.60	\$ 0.21	\$ 47.81
1 Can per Month	24	\$ 5.35	\$ 1.14	\$ 6.49	\$ 0.06	\$ 6.55
10 Gal. Mini Can	8	\$ 5.99	\$ 1.54	\$ 7.53	\$ 0.07	\$ 7.60
20 Gal. Mini Can	15	\$ 5.76	\$ 3.09	\$ 8.85	\$ 0.07	\$ 8.92
32 Gal.. Can/Toter	24	\$ 7.01	\$ 4.94	\$ 11.95	\$ 0.08	\$ 12.03
64 Gal. Toter	45	\$ 7.86	\$ 9.26	\$ 17.12	\$ 0.09	\$ 17.21
90 Gal. Toter	68	\$ 10.81	\$ 13.90	\$ 24.71	\$ 0.13	\$ 24.84
10 Gal. Mini Can - Rent		\$ 0.61		\$ 0.61	\$ 0.01	\$ 0.62
20 Gal. Mini Can - Rent		\$ 0.61		\$ 0.61	\$ 0.01	\$ 0.62
32 Gal.. Can/Toter - Rent		\$ 1.19		\$ 1.19	\$ 0.01	\$ 1.20
64 Gal. Toter - Rent		\$ 1.48		\$ 1.48	\$ 0.02	\$ 1.50
90 Gal. Toter - Rent		\$ 1.77		\$ 1.77	\$ 0.02	\$ 1.79

Additional Charges:						
Distance Charge:		\$ 1.09		\$ 1.09	\$ 0.01	\$ 1.10
Drive in Over 125 ft		\$ 7.07		\$ 7.07	\$ 0.08	\$ 7.15
Extra Bag/Box/Units:	24	\$ 3.82	\$ 1.14	\$ 4.96	\$ 0.04	\$ 5.00
Overhead:		\$ -		\$ -	\$ -	\$ -
Oversize Cans/Units:		\$ 15.95		\$ 15.95	\$ 0.19	\$ 16.14
Recycle Svc Only:		\$ -		\$ -	\$ -	\$ -
Redeliver Charge:		\$ 13.76		\$ 13.76	\$ 0.16	\$ 13.92
Return Trip:		\$ 8.68		\$ 8.68	\$ 0.10	\$ 8.78
Stairs:		\$ -		\$ -	\$ -	\$ -
Sunken Container:		\$ -		\$ -	\$ -	\$ -
Mandatory Yard Waste:		\$ -		\$ -	\$ -	\$ -
Subscription Yard Waste:		\$ 7.53		\$ 7.53	\$ 0.09	\$ 7.62
YW 60 Gal Cart Rental		\$ 1.48		\$ 1.48	\$ 0.02	\$ 1.50
YW 90 Gal Cart Rental		\$ 1.77		\$ 1.77	\$ 0.02	\$ 1.79
Yard Waste Service Only (No Garbage Svc.):		\$ 8.70		\$ 8.70	\$ 0.10	\$ 8.80
Yard Waste Service Occasional P/U		\$ 6.10		\$ 6.10	\$ 0.07	\$ 6.17

Additional charges, credits, and services not listed on this page shall be as specified in
 Tariff Number 24, Rabanco
 Companies.

Form 2a

	Service Level	Service Level	Pounds	Disposal	Collection	Total
		Count	Per Unit	Fee	Fee	Service Fee
Monthly	One 32 gallon Garbage Can or Units	56				
Weekly Residential Curbside Service	One 10 gallon Micro-Can	7				
	One 20 gallon Mini-Can	129				
	1 32 gallon Garbage Can	933				
	1 32 gallon Garbage Cart	558				
	2 32-gallon Garbage Can	78				
	1 64-gallon Garbage Cart	568				
	3 32 gallon Garbage Can	7				
	1 96-gallon Garbage Cart	185				
	Additional 32 Gallon Cans (weekly svc)					
	Extras (32 gallon equivalent)					\$ 5.00
	Miscellaneous Fees:					
	EoW Yard Debris service	900				\$ 4.00
	Yard Debris extra (32 gallon equiv)					
	96 Gallon Extra Yard Waste Cart Rental					\$ 1.50
	Return Trip					\$ 6.00
	Carry-out Charge, per 25 ft, per month					\$ 4.00
	Drive-in Charge, per month					\$ 6.00
	Overweight/Oversize container (per p/u)					\$ 3.00
	Redelivery of containers					\$ 10.00
Cart Cleaning (per cart per event)					\$ 10.00	
Sunken Can Surcharge per month					\$ 7.50	
On-Call Bulky Waste Collection	White Goods, except refrigerators					
	Refrigerators/Freezers					
	Sofas, Chairs					
	Mattresses					
Weekly Commercial Can and Cart	One 20 gallon Mini-Can					
	1 32 gallon Garbage Can/Cart	46				
	2 32-gallon Garbage Can/64 gallon Cart	14				
	3 32 gallon Garbage Can/96 gallon Cart	60				
	Extras (32 gallon equivalent)					\$ 5.00
	Miscellaneous Fees:					
	Weekly Yard Debris/Foodwaste service					
	64/96 Gallon Yard Extra Waste Cart Rental					\$ 1.50
	Return Trip					\$ 6.00
	Carry-out Charge, per 25 ft, per p/u					\$ 1.50
	Drive-in Charge, per month (per p/u)					\$ 6.00
	Gate and/or unlock fee (per p/u)					\$ 1.50
	Container roll-out, >10 feet (per p/u)					\$ 3.00

	Overweight/Oversize container (per p/u)					\$ 3.00
	Redelivery of container					\$ 10.00
	Cart Cleaning (per cart per event)					\$ 10.00
Weekly Commercial Detachable Container (compacted)	1 Cubic Yard Container					
	1.5 Cubic Yard Container					
	2 Cubic Yard Container					
	3 Cubic Yard Container					
	4 Cubic Yard Container	4				
	6 Cubic Yard Container	1				
Commercial Detachable Container (loose)	1 Cubic Yard, 1 pickup/week	75				
	1 Cubic Yard, 2 pickups/week					
	1 Cubic Yard, 3 pickups/week					
	1 Cubic Yard, 4 pickups/week					
	1 Cubic Yard, 5 pickups/week					
	1.5 Cubic Yard, 1 pickup/week	22				
	1.5 Cubic Yard, 2 pickups/week	2				
	1.5 Cubic Yard, 3 pickups/week	1				
	1.5 Cubic Yard, 4 pickups/week					
	1.5 Cubic Yard, 5 pickups/week					
	2 Cubic Yard, 1 pickups/week	130				
	2 Cubic Yard, 2 pickups/week	24				
	2 Cubic Yard, 3 pickups/week	2				
	2 Cubic Yard, 4 pickups/week					
	2 Cubic Yard, 5 pickups/week	1				
	3 Cubic Yard, 1 pickup/week	61				
	3 Cubic Yard, 2 pickups/week	32				
	3 Cubic Yard, 3 pickups/week	8				
	3 Cubic Yard, 4 pickups/week					
	3 Cubic Yard, 5 pickups/week					
	4 Cubic Yard, 1 pickup/week	139				
	4 Cubic Yard, 2 pickups/week	48				
	4 Cubic Yard, 3 pickups/week	21				
	4 Cubic Yard, 4 pickups/week	5				
	4 Cubic Yard, 5 pickups/week	3				
	6 Cubic Yard, 1 pickup/week	56				
	6 Cubic Yard, 2 pickups/week	25				
	6 Cubic Yard, 3 pickups/week	12				
	6 Cubic Yard, 4 pickups/week	2				
	6 Cubic Yard, 5 pickups/week	1				
	8 Cubic Yard, 1 pickup/week	41				
	8 Cubic Yard, 2 pickups/week	38				
8 Cubic Yard, 3 pickups/week	8					
8 Cubic Yard, 4 pickups/week	4					

	8 Cubic Yard, 5 pickups/week					
	Extra loose cubic yard, per pickup					\$ 20.00
	Drop Box Miscellaneous Fees (per occurrence):					
	Return Trip					\$ 10.00
	Roll-out Container over 10 feet (per p/u)					\$ 3.00
	Unlock Container (per p/u)					\$ 1.50
	Gate Opening (per p/u)					\$ 1.50
	Service Level (# of Boxes)	Hauls/Mo	Daily Rent	Monthly Rent	Delivery Charge	Haul Charge
Commercial Drop-box Collection	Non-comp 10-15 cubic yard DB (2)	11				
	Non-comp 20 cubic yard DB (13)	42				
	Non-comp 25 cubic yard DB (20)	76				
	Non-comp 30 cubic yard DB (17)	81				
	Non-comp 40 cubic yard DB (22)	75				
	Compacted 10 cubic yard Drop-box (1)	0				
	Compacted 15 cubic yard Drop-box (4)	9				
	Compacted 20 cubic yard Drop-box (6)	12				
	Compacted 25 cubic yard Drop-box (11)	38				
	Compacted 30 cubic yard Drop-box (17)	45				
	Compacted 40 cubic yard Drop-box (8)	15				
Multifamily Recycling Surcharge	Surcharge Amount (per yard of monthly multifamily garbage collection capacity)	1173				
	Service Level		Pounds Per Unit	Disposal Fee	Collection Fee	Haul Charge
Temporary Collection Hauling	4 Yard detachable container	2				
	6 Yard detachable container	2				
	8 Yard detachable container	2				
	Non-compacted 10 cubic yard Drop-box					
	Non-compacted 20 cubic yard Drop-box					
	Non-compacted 30 cubic yard Drop-box	3				
	Non-compacted 40 cubic yard Drop-box					
	Service Level			Delivery Fee	Daily Rental	Monthly Rental
Temporary Collection Container Rental and Delivery	4 Yard detachable container	2				
	6 Yard detachable container	2				
	8 Yard detachable container	2				
	Non-compacted 10 cubic yard Drop-box					
	Non-compacted 20 cubic yard Drop-box					

	Non-compacted 30 cubic yard Drop-box	3				
	Non-compacted 40 cubic yard Drop-box					
	Miscellaneous Fees:					Per Event
	Return Trip					\$ 25.00
	Stand-by Time (per minute)					\$ 1.60
	Drop-box turn around charge					\$ 10.00
	Service					Per Hour
Hourly Rates	Rear/Side-load packer + driver					
	Front-load packer + driver					
	Drop-box Truck + driver					
	Additional Labor (per person)					

Proposal	(1) Weekly Recycling Collection		Per month increase in rate per customer
Alternatives	(2) Weekly Compostables Collection		Per month increase in rate per customer
	(3) EoW Garbage Collection		Per month decrease in rate per customer
	(4) Universal Single Family Carts		Per month increase or (reduction) in rate
	(5) Embedded Compostables Collection		Per month increase in garbage rate per customer
	(6) Commercial Recycling Cart Based		Per month increase or (reduction) in rate per yard
	(7) Commercial Recycling 150%		Per month increase or (reduction) in rate per yard
	(8) Mandatory Collection		Per month increase or (reduction) in rate per customer

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

RFP APPENDIX A

COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT

**City of Tukwila
and
XXX**

November 1, 2012 – October 31, 2019

COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION CONTRACT

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COMPOSTABLES COLLECTION CONTRACT**

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- Attachment A: Service Area Map
- Attachment B: Contractor Initial Rates
- Attachment C: Rate Modification Example

This solid waste collection contract is entered into by and between the City of Tukwila, a municipal corporation of the State of Washington (“City”), and XXX, a Washington corporation (“Contractor”) to provide for collection of Garbage, Compostables, and Recyclables from Single-Family Residences, Multi-Family Complexes and Commercial Customers located within the City Service Area. (Each capitalized term is hereinafter defined.)

The parties, in consideration of the promises, representations and warranties contained herein, agree as follows:

RECITALS

WHEREAS, the City has completed a competitive process to secure this new solid waste collection contract; and

WHEREAS, the Contractor represents that it has the experience, resources and expertise necessary to perform the contract services; and

WHEREAS, the City desires to enter into this contract with the Contractor for the Garbage, Recyclables and Compostables collection services;

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

DEFINITIONS

Change in Control: Change in Control means any sale, merger, policy of assets, the issuance of new shares, any change in the voting rights of existing shareholders, or other change in ownership which transfers the 25% or more of the beneficial interest therein from one entity to another. Provided, however, that intracompany 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 this contract shall not constitute a change in control.

City: The word “City” means the City of Tukwila, King County, Washington. As used in the Contract, it includes the official of the City holding the office of the City Manager or her/his designated representative, such as the City’s Director of Public Works.

City Service Area: The initial City Service Area is delineated in the service area map provided as Attachment A to this Contract.

Commercial Customer: The term “Commercial Customer” means non-residential Customers including businesses, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

Commercial Recyclables: The term “Commercial Recyclables” means aluminum cans and foil; corrugated cardboard; glass containers; recyclable plastic containers that have contained non-

hazardous products, Mixed Paper; newspaper; polycoated cartons; tin cans; and such other materials that the City and Contractor determine to be recyclable

Compostables: The word “Compostables” means Yard Debris and Food Scraps separately or combined.

Compostables Cart: The term “Compostables Cart” means a Contractor-provided 35-, 64- or 96-gallon wheeled cart provided to Compostables collection Customers for the purpose of containing and collecting Compostables.

Container: The word “Container” means any Micro-Can, Mini-Can, Cart, Detachable Container or Drop-Box Container owned and provided by the Contractor.

Contractor: The word “Contractor” means XXX, which has contracted with the City to collect and dispose of Garbage and to collect, process, market and transport Recyclables and Compostables.

Curb or Curbside: The words “Curb” or “Curbside” mean on the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the resident, convenient to the Contractor’s equipment, and mutually agreed to by the City and Contractor.

Customer: The word “Customer” means all users of solid waste services, including property owners, managers and tenants.

Detachable Container: The term “Detachable Container” means a watertight metal or plastic Container 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.

Drop-Box Container: The term “Drop-Box Container” means an all-metal Container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle, transported to a disposal or recycling site, emptied and transported back to the Customer’s site.

Extra Unit: The term “Extra Unit” means excess material which does not fit in the Customer’s primary Container. In the case of Can/Cart services, An Extra Unit is shall be 32-gallons in volume, and may be loose or contained in either a plastic bag or Garbage Can. In the case of Garbage Containers one cubic yard or more in capacity, and Extra Unit is one cubic yard.

Food Scraps: The term “Food Scraps” mean all Compostable pre- and post-consumer organic wastes placed in a Compostables Cart, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds or egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, or other paper or biodegradable products specifically accepted by the Contractor’s selected composting site. Food Scraps shall not include large dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting facility. The range of materials handled by the Compostables collection program may be changed from time to time upon the approval of

the City to reflect those materials allowed by the Seattle-King County Health Department for the frequency of collection provided by the Contractor.

Garbage: The word “Garbage” means all putrescible and nonputrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, and discarded commodities that are placed by Customers of the Contractor in appropriate bins, bags, cans or other receptacles for collection and disposal by the Contractor. The term Garbage shall not include Hazardous Wastes, Special Wastes, Source-Separated Recyclables or Compostables.

Garbage Can: The term “Garbage Can” means a City-approved Container that is a water-tight galvanized sheet-metal or sturdy plastic Container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; fitted with two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle. All Containers shall be rodent and insect proof.

Garbage Cart: The term “Garbage Cart” means a Contractor-provided 20-, 35-, 64- or 96-gallon wheeled cart suitable for household deposit, storage and Curbside placement and collection of Garbage. Garbage Carts shall be rodent and insect proof and kept in sanitary condition at all times.

Hazardous Waste: The term “Hazardous Waste” means any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 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.; 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.
- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely Hazardous Waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

King County Disposal System: The term “King County Disposal System” means the real property owned, leased or controlled by the King County Solid Waste Division, King County, Washington for the disposal of Garbage, or such other site as may be authorized by the then current King County Comprehensive Solid Waste Management Plan.

Micro-Can: The term “Micro-Can” means a water-tight plastic Container not exceeding ten gallons in capacity; fitted with two sturdy handles, one on each side; and fitted with a tight cover.

Mixed Paper: The term “Mixed Paper” means magazines, junk mail, phone books, bond or ledger grade paper, cardboard, paperback books, paperboard packaging, paper cups and other

fiber-based materials meeting industry standards. Tissue paper, paper towels, food-contaminated paper or paper packaging combined with plastic, wax or foil are excluded from the definition of Mixed Paper.

Mixed-Use Building: The term “Mixed-Use Building” means a structure inhabited by both Residential and Commercial Customers.

Multi-Family Complex: The term “Multi-Family Complex” means a multiple-unit Residence with two or more attached or unattached dwellings billed collectively for collection service.

Private Road: The term “Private Road” means a privately owned and maintained way that allows for access by a service truck and that serves multiple Residences.

Public Street: The term “Public Street” means a public right-of-way used for public travel, including public alleys.

Recycling: The word “Recycling” means pertaining to the preparation, collection, process and marketing of Recyclables.

Recycling Cart: The term “Recycling Cart” means a Contractor-provided 35-, 64- or 96-gallon wheeled cart suitable for household collection, storage and Curbside placement of Source-Separated Recyclables.

Recycling Container: The term “Recycling Container” means a Contractor-provided Container suitable for on-site collection, storage and placement of Source-Separated Recyclables at Multi-Family Complexes and Commercial Customer locations.

Residence/Residential: The words “Residence” or “Residential” mean a living space, with a kitchen, individually rented, leased or owned.

Residential Recyclables: The term “Residential Recyclables” means aluminum cans and foil; corrugated cardboard; glass Containers; Mixed Paper; motor oil, newspaper; recyclable plastic Containers that have contained non-hazardous products; polycoated or aseptic cartons; scrap electronics, Scrap Metals and tin cans.

Scrap Metals: The term “Scrap Metals” means ferrous and non-ferrous metals, not to exceed two (2) feet in any direction and thirty-five (35) pounds in weight per piece. Scrap metal shall include small appliances such as microwave ovens and toasters provided that the appliances meet size and weight requirements.

Single-Family Residence: The term “Single-Family Residence” means all one-unit houses, duplexes, triplexes and 4-plexes that are billed for collection service individually and located on a Public Street or Private Road.

Source-Separated: The term “Source-Separated” means 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.

Special Waste: The term “Special Waste” means polychlorinated biphenyl (“PCB”) wastes, industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, county or local laws or regulations.

Yard Debris: The term “Yard Debris” means leaves, grass and clippings of woody, as well as fleshy, plants. Unflocked, undecorated holiday trees are acceptable. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two feet by two feet by four feet (2’x2’x4’) in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials.

WUTC: The term WUTC means the Washington Utilities and Transportation Commission.

COMPREHENSIVE GARBAGE, RECYCLABLES AND COMPOSTABLES COLLECTION AGREEMENT

This agreement (hereafter, "Contract") is made and entered into this _____ day of _____ 2011, by and between the City of Tukwila, a municipal corporation (hereafter, "City"), and XXX, a Washington corporation (hereafter, "Contractor"). XXX's proposal, dated x/x/11 is incorporated by reference. In the case of conflict between the proposal and this Contract, the Contract shall rule.

1. TERM OF CONTRACT

The term of this Contract is seven years, starting November 1, 2012, and expiring October 31, 2019. The City may, at its sole option, extend the agreement for up to two (2) extensions, each of which shall not exceed two (2) years in duration. Any such extension shall be under the terms and conditions of this Contract, as amended by the City and Contractor from time to time. To exercise its option to extend this Contract, notice shall be given by the City to the Contractor no less than ninety (90) days prior to the expiration of the Contract term or the expiration of a previous extension.

2. SCOPE OF WORK

2.1 General Collection System Requirements

The Contractor shall collect, transfer and dispose of Garbage, Recyclables and Compostables according to the terms and conditions of this agreement; provided, that the Contractor shall not knowingly or as a result of gross negligence collect or dispose of Hazardous Waste or Special Waste as those terms are defined herein. The Contractor shall indemnify the City for any City damages cause by violation of this Section. To the extent identifiable, Customers shall remain responsible for any Hazardous Waste or Special Waste inadvertently collected and identified by Contractor.

2.1.1 City Service Area

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

2.1.2 Annexation

If 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 make collection in such annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract. The City acknowledges that equipment, such as trucks, carts and Containers, may take time to procure, and therefore, shall not penalize the

Contractor for reasonable delays in the provision of services to annexed areas due to procurement delays that are not within the control of the Contractor. This Contract is in lieu of a franchise as provided in RCW 35A.14.900. The Contractor agrees that their certificate applicable to those annexation areas shall be cancelled effective the date of annexation by the City. The Contractor expressly waives and releases its right to claim any 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 will service any future annexation areas shall be seven (7) years, notwithstanding the term set forth in Section 1 of this Agreement.

If, during the life 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 notice from the City, 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 acknowledges that equipment, such as trucks, carts and Containers, may take time to procure for distribution, and therefore, shall not penalize the Contractor for reasonable delays in the provision of services to annexed areas covered by this paragraph due to procurement delays that are not within the control of the Contractor. 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 Contractor's service in that annexed territory under this Contract.

Annexed areas Customers shall receive the same Containers as used elsewhere in the City, in accordance with the provisions of this Contract. In the event where an annexed area is being serviced with Containers different from the City's program, the Contractor shall be responsible for timely Customer notification, removal and recycling of existing Containers and delivery of appropriate Containers to those Customers.

2.1.3 Unimproved Public Streets and Private Roads

Residences located in an area that does not allow safe access, turn-around or clearance for service vehicles will be provided service if materials are set out adjacent to the nearest Public Street or Private Road that provides safe access.

In the event that the Contractor believes that a Private Road cannot be safely negotiated or that providing walk-in service for Single-Family Customers is impractical due to distance or unsafe conditions, the

Contractor shall work with the Customer to negotiate the nearest safe and mutually convenient pick up location.

If the Contractor believes that there is a probability of Private Road damage, the Contractor shall inform the respective Customers. Contractor may require a damage waiver agreement or decline to provide service on those Private Roads. The City shall review and approve the damage waiver form prior to its use with the Contractor's Customers.

2.1.4 Hours/Days of Operation

All regular collections from Customers shall be made on Monday through Friday, between the hours of 7:00 a.m. and 7:00 p.m. The City may authorize an extension of hours or days to accommodate specific Customers or sections of routes. Saturday and/or Sunday collection is allowed to the extent consistent with the needs of Commercial Customers, special bulky waste collections, make-up collections, and holiday and inclement weather schedules, provided that Residential areas shall not be impacted by Contractor operations during those days. City code noise restrictions, as amended from time to time, shall be applicable to collection services provided under this contract.

2.1.5 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables and 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 or private property. If on private property, employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty Containers. Employees shall not trespass or loiter, cross flower beds, hedges 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, employees shall wear a professional and presentable uniform with an identifying badge with photo and company emblem visible to the average observer.

If any person employed by the Contractor to perform collection services is, in the 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 investigate any written complaint from the City regarding any unsatisfactory performance by any of its workers. If the offending conduct is repeated, the City may require that the person be removed from all performance of additional work under this Contract.

Removal shall be addressed by the Contractor immediately, and related documentation shall be provided to the City.

2.1.6 Disabled Persons Service

The Contractor shall offer carry-out service for Garbage, Recyclables and Compostables to households lacking the ability to place Containers at the Curb, at no additional charge. The Contractor shall use qualification criteria that are fair and meet the needs of the City's disabled residents. These criteria shall comply with all local, state and federal regulations, and shall be subject to City review and approval prior to program implementation.

2.1.7 Holiday Schedules

The Contractor shall observe the same holiday schedule as do King County Transfer Stations (New Years Day, Thanksgiving Day, and Christmas Day).

When the day of regular collection is a King County Transfer Station holiday, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding workday, which shall include Saturdays. The Contractor shall not collect Residential Garbage, Recyclables or Compostables earlier than the regular collection day due to a holiday. Commercial collections shall be made one day early only with the consent of the Commercial Customer.

2.1.8 Inclement Weather and Other Service Disruptions

When weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City of its collection plans and outcomes for each day that severe inclement weather is experienced as soon as practical that same business day.

The Contractor shall collect Garbage, Recyclables and Compostables from Customers with interrupted service on the first day that regular service to a Customer resumes and shall collect reasonable accumulated volumes of materials 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 will be provided temporary authorization to perform collection services after 5:00 pm and/or on Saturdays following disruptions due to weather in order to finish collection routes.

If successive weather events occur on the same scheduled collection day(s) two collection cycles in a row for a single collection day (i.e., Tuesday Customers), an additional collection will be made on the next possible

business day that same week, (i.e. not waiting for the regularly scheduled collection day for the missed area.) If multiple days are missed due to inclement weather in multiple weeks, collections shall be made on the next regularly scheduled collection day. In the event of successive service disruptions impacting entire neighborhoods, the Contractor shall provide temporary Residential Garbage collection sites using driver-staffed Drop Box Containers or other suitable equipment, with no extra charge assessed for such temporary service.

The inclement weather/disruption in service requirements in the preceding paragraph 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.

All holiday and weather policies shall be included in program information provided to customers. On each inclement weather day, the Contractor shall release notices to the local newspapers and radio stations (including the *Seattle Times* newspaper and KING AM, KIRO, and KOMO radio stations) and the Regional Public Information Network (RPIN) notifying residents of the modification to the collection schedule. The Contractor shall use automated dialing services to inform Customers at the route level about service changes, provided that Customers shall be provided the option of opting out of automated calls.

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 make collections on the first day that regular service to a Customer resumes, collect reasonable accumulated volumes of materials 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 will be provided temporary authorization to perform collection services after 7:00 pm and/or on Saturdays following such disruptions in order to finish collection routes. Delayed or interrupted collections as described in this Section are not considered service failures for purposes of Section 4.1.

2.1.9 Suspending Collection from Problem Customers

The City and Contractor acknowledge that, from time to time, some Customers may cause disruptions or conflicts that make continued service to that Customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-owned Containers, repeated refusal to position Garbage, Recycling and Compostables Carts properly, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated claims of Contractor damage to a Customer's property, or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem Customers. However, the Contractor may deny or discontinue service to a problem Customer if reasonable efforts to accommodate the Customer and to provide services fail. If the Customer submits a written letter 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 denial or discontinuance of service to any Customer who is abusing the service or is determined to be ineligible

2.1.10 Missed Collections

If Garbage, Recyclables or Compostables Containers are set out inappropriately, improperly prepared or contaminated with unacceptable materials, the Contractor shall place in a prominent location a notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection. Failure to provide proper notification to Customers of the reason for rejecting materials for collection shall be considered a missed collection and/or subject to performance fees due to lack of proper Customer notification.

The failure of the Contractor to collect Garbage, Recyclables or Compostables that has been set out by a Customer in the proper manner shall be considered a missed pick-up, and the Contractor shall collect the materials from the Customer on the same day if notified by 12:00 p.m. Monday through Friday, otherwise the collection shall occur on the next business day. The Contractor shall maintain an electronic database of all missed pick-ups (whether reported by telephone call or e-mail) and Contractor shall routinely note and provide corrective action to those Customers who experience repeated missed pick-ups. Such records shall be made available for inspection upon request by the City and shall be included with monthly reports unless otherwise directed by the City.

In the event that the Contractor fails to collect the missed pick-up within twenty-four (24) hours of receipt of notice (or on Monday in the event of notification after 12:00 p.m. on Friday), the Contractor shall collect the materials that day and shall be subject to performance fees. If the Contractor is requested by the Customer to make a return trip due to no fault of the Contractor, the Contractor shall be permitted to charge the Customer an additional fee for this service (a "return trip fee" at the rate specified in Attachment B), provided the Contractor notifies the Customer of this charge in advance.

2.1.11 Same Day Collection

Garbage, Recyclables and Compostables collection shall occur on the same regularly scheduled day of the week for Single-Family Residence

Customers. The collection of Garbage, Recyclables and Compostables from Multi-Family Complexes and Commercial Customers need not be scheduled on the same day.

2.1.12 Requirement to Recycle and Compost

The Contractor shall recycle or compost all loads of Source-Separated Recyclables and Compostables collected, unless express prior written permission is provided by the City. The disposal of contaminants separated during processing is acceptable to the extent that it is unavoidable and consistent with industry standards. The Contractor's residuals from the overall processing operations at the facility (including both City and non-City material) shall not exceed 5%. Recyclables in residual stream shall not exceed 2% of the inbound Recyclables. If more than 5% of inbound materials are found to be contaminants, the Contractor will develop a plan to determine which Customers are adding contaminants in their Recyclables and then provide a public education program to remedy the situation.

The Contractor shall process Recyclables in such a manner as to meet market specifications and to minimize out-throws and prohibitives in baled material. Out-throws shall be less than 8%, prohibitives less than 1%-2% by weight of outgoing materials. The Contractor shall remove 90% or more of the inbound contaminants for disposal.

City staff shall be provided access to the Contractor's processing facilities at any time for the purposes of periodically monitoring the facilities' performance under this Section. Monitoring may include, but not limited to, taking samples of unprocessed Recyclables, breaking selected bales and measuring the out-throws and prohibitives by weight, taking samples of processed glass and metals, reviewing actual markets and use of processed materials, and other activities to ensure the Contractor's performance under this Section and to ensure that misdirected Recyclables and contamination are minimized.

Obvious contaminants included with either Source-Separated Recyclables or Compostables shall not be collected, and shall be left in the Customer's Container with a prominently displayed notification tag (per Section 2.1.10) explaining the reason for rejection.

2.1.13 Routing, Notification and Approval

The Contractor shall indicate, on a detailed map acceptable to the City, the day of the week Garbage, Recyclables and Compostables shall be collected from each Single-Family Residence.

The Contractor may change the day of collection by giving notice at least twenty-one (21) days prior to the effective date of the proposed change and

must obtain advance written approval from the City. On the City's approval, the Contractor shall provide affected Customers with at least fourteen (14) days written notice of pending changes of collection day. The Contractor shall obtain the prior written approval from the City of the notice to be given to the Customer, and such approval shall not be unreasonably withheld.

2.1.14 Equipment Age/Condition

The Contractor shall use vehicles that meet model year 2011 or later model year emissions standards. Back-up vehicles used fewer than thirty (30) operating days per calendar year shall not be subject to the age and emission standards that apply to regularly-used vehicles, but shall be presentable, in safe working order and shall be subject to all other conditions of this Section. The accumulated annual use of individual back-up vehicles shall be reported in the Contractor's monthly report.

All vehicles used in the performance of this Contract shall be maintained in a clean and sanitary manner, and shall be thoroughly washed at least once each week and shall be repainted as necessary.

All collection equipment 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. Equipment shall be maintained in good condition at all times. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory to the City. The Contractor shall maintain collection vehicles to ensure that no liquid wastes (such as Garbage or Compostables leachate) or oils (lubricating, hydraulic or fuel) are discharged to Customer premises or City streets. Any equipment not meeting these standards shall not be used within the City until repairs are made. All liquid spills will be immediately cleaned to the City's and Customer's satisfaction. Unremediated spills and failure to repair vehicle leaks shall be subject to performance fees as provided in Section 4.1.

All collection vehicles shall be labeled with signs on both the front and driver's side door and the rear of the vehicle which clearly indicate the vehicle inventory number. The Customer service telephone number shall be labeled on the side of the vehicle. Signs shall use lettering not less than four (4) inches high and shall be clearly visible from a minimum distance of twenty (20) feet. Signs, sign locations and the telephone 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 telephone number and website address. Special promotional messages may be permitted, upon the City's prior written approval. In addition, any vehicle regularly used in the City shall include a placard clearly visible at the rear of the vehicle. This placard will show, in

lettering at least 12" high, an abbreviated truck designation number specific to the Contractor's operating division, for example K-1, K-2, etc., limited to a two 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 Contractor route, service and supervisory 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.

2.1.15 Container Requirements and Ownership

The Contractor shall procure and maintain a sufficient quantity of Containers to service the City's Customer base, including seasonal and economic variations in Container demand. Failure to have a Container available when required by a Customer shall subject the Contractor to performance fees, as provided in Section 4.1.

Customers may elect to own or secure Containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account. However, Containers owned or secured by Customers must be capable of being serviced safely by the Contractor's collection vehicles to be eligible for collection. The Contractor shall provide labels and collection service for compatible Customer-owned Containers. The Contractor is not required to service Customer Containers that are not compatible with the Contractor's equipment. In the event of a dispute as to whether a particular Container is compatible, the City shall make a final determination.

2.1.15.1 Micro-Cans, Mini-Cans and Garbage Cans

Customers shall use a Contractor-owned Micro-Can Mini-Can or Garbage Cart for small Container Garbage collection service. Plastic bags and Garbage Cans may be used for overflow volumes of Garbage, but not as a Customer's primary Container. RFP NOTE: this is the intended language if the City elects to shift to universal carts per Proposal Alternative 4.

If a Customer uses their own Container for excess Garbage, Contractor crews shall be expected to handle the Container in such a way as to minimize undue damage. The Contractor shall be responsible for unnecessary or unreasonable damage to Customer-owned Containers, wear and tear excepted.

2.1.15.2 Garbage, Recyclables and Compostables Carts

The Contractor shall provide Micro-Cans, Mini-Cans, and 20-, 35-, 64- and 96-gallon Garbage Carts for the respective level of Garbage collection; 35-, 64- or 96-gallon Recyclables Carts;

and 35, 64- and 96-gallon Compostables Carts. All Carts shall be manufactured from a minimum of 10 percent (10%) post-consumer recycled plastic, with a lid that will accommodate a Contractor affixed instructional label. Carts shall be provided to requesting Customers within seven (7) days of the Customer's initial request. Failure to do so will result in performance fees as provided in Section 4.1. All wheeled cart manufacturers, styles and colors shall be approved in writing by the City prior to the Contractor ordering a cart inventory. All Carts must have materials preparation instructions and telephone and website contact information that visually depicts allowed and prohibited materials suitable for the designated Cart either screened or printed on a sticker affixed to the lid.

All Contractor-owned wheeled carts shall: be maintained by the Contractor in good condition to allow material storage, handling, and collection; contain no jagged edges or holes; be equipped with functional wheels or rollers for movement; be equipped with functional lid; and be equipped with an anti-skid device or sufficient surface area on the bottom of the Container to prevent unwanted movement. The carts shall be labeled with instructions for proper use, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the Container causing the Container to melt or burn).

Contractor personnel shall note any damaged hinges, holes, poorly functioning wheels and other similar repair needs on Contractor-owned carts (including those for Garbage, Recycling and Compostables) and forward repair notices to the Contractor's service personnel. Cart repairs shall then be made within seven (7) days at the Contractor's expense. Any Cart that is damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by other members of the public shall be replaced no later than three (3) business days after notice from the Customer or City. Replacement Carts may be new or used and reconditioned, and all Carts shall be clean and appear presentable when delivered. Unusable carts shall be retrieved by Contractor, cleaned (if necessary) and recycled to the extent possible.

In the event that a particular Customer repeatedly damages a Cart or requests more than one replacement Cart during the term of the Contract due solely to that Customer's 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 and upon City-approval, the Contractor may charge the Customer a City-approved Cart destruction fee no greater than half of the current new Cart replacement cost.

2.1.15.3 Detachable and Drop-Box Containers

The Contractor shall furnish, deliver, and properly locate 1-, 1.5-, 2-, 3-, 4-, 6- and 8-cubic yard Detachable Containers, and 10-, 20-, 30- or 40-cubic yard uncompacted Drop-Box Containers to any Customer who requires their use for storage and collection of Garbage, Recyclables or Compostables within three (3) days of the request.

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

Detachable Containers shall be: watertight and equipped with tight-fitting metal or plastic covers, which covers shall be closed by Contractor after every service; have four (4) wheels for Containers 2-cubic yards and under; be in good condition for Garbage, Recyclables or Compostables storage and handling; and, have no leaks, jagged edges or holes. 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 functional winch system that is maintained in good repair. Each type of Detachable Container (i.e. Recyclables, Compostables or Garbage) shall be painted a color consistent with the program it is used for, subject to the requirements of Section 2.1.15.6, with color changes subject to the City's prior written approval. Containers shall be repainted as needed, or upon notification from the City.

Detachable Containers shall be cleaned, reconditioned and repainted (if necessary) before being initially supplied, or returned after repair or reconditioning, to any Customer. The Contractor shall provide an on-call Container cleaning service to Customers. The costs of on-call cleaning shall be billed directly to the Customer in accordance with Attachment B.

Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace

within twenty-four (24) hours any Container that was supplied by the Contractor if the City or a Health Department inspector determines that the Container fails to comply with reasonable standards or in any way constitutes or contributes to a health or safety hazard.

In the event that a particular Customer repeatedly damages a Container due to that Customer's 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 discontinue service to that Customer, on the City's prior approval.

2.1.15.4 Recycling Carts

The Contractor shall provide Recycling Carts to Customers within the City Service Area, including new Residences and annexation areas, as well as replacement Carts to existing Customers who request them because of loss, theft or damage. Carts shall be provided within seven (7) days of a Customer request.

All distributed Recycling Carts shall include information materials describing material preparation and collection requirements. Any materials published by the Contractor must be reviewed and approved by the City prior to printing and distribution by the Contractor. All Recycling Carts shall be labeled with materials preparation instructions that visually depict allowed and prohibited materials suitable for the designated Cart either screened or printed on a sticker affixed to the lid, along with telephone and website contact information. All Recycling Carts shall be provided at the Contractor's sole expense.

In the event that a Customer intentionally damages or misuses their Recycling Cart, the Contractor may discontinue recycling service to that Customer, on the City's prior approval and/or may charge the Customer a City-approved Cart destruction fee no greater than half of the current new Cart replacement cost.

2.1.15.5 Ownership

On the termination of this Contract for any reason, all Contractor-supplied Garbage Carts, Recycling Carts and Compostables Carts purchased or obtained by the Contractor in performance of this contract, shall, at the option of the City,

revert to City ownership without further compensation to the Contractor. Upon written notice, the City may elect to assign this ownership option to a third party.

Detachable Containers and Drop-Box Containers shall be purchased, delivered and maintained by the Contractor during the term of this Contract. On the termination of this Contract for any reason, the City may, at its option, purchase or assign the right to purchase the Contractor's in-place inventory of Detachable Containers or Drop-Box Containers for use by the successive contractor. In the event that Contractor's Containers are purchased or assigned, the sale price shall equal fifty percent (50%) of the average new price for each Container, based on the average price from three (3) manufacturers at the time of the termination. For the purposes of this transaction, the average prices shall include transportation from the manufacturer to the Contractor's closest service yard, but shall exclude sales or use taxes.

2.1.15.6 Container Colors and Labeling

New and replacement Contractor-provided Recycling Carts shall be blue, Compostables Carts shall be grey, and Garbage Carts shall be green. Detachable Containers used for Garbage shall be green and all Detachable Containers used for Recyclables shall be blue. The color requirements apply to both Cart bodies and lids. Containers requiring repainting, including Containers damaged by graffiti, shall be repainted within one week of verbal, written or e-mail notification by the City or Customer.

The City may direct changes to cart colors at any time prior to the Contractor ordering initial or replacement carts provided the new direction from the City does not require replacement of existing inventories and the cost per unit does not increase to the Contractor. Specific Container colors shall be approved by the City prior to the Contractor's order of new Containers.

All Containers shall be labeled with up-to-date instructional information and contact information prior to delivery, including both a customer service phone number and a website address. All label designs shall be approved by the City prior to ordering by the Contractor. The location of the label on the Containers shall be subject to the City's prior approval. Labels shall be replaced by the Contractor at no additional charge when faded, damaged, out-of-date, or upon City or Customer request.

2.1.15.7 Container Weights

Micro-Cans shall not exceed twenty 20 pounds, Mini-Cans and 20-gallon Garbage Carts shall not exceed forty 40 pounds and Garbage Cans shall not exceed sixty (60) pounds in weight. Cart weights shall not exceed sixty (60) pounds for the 35-gallon size, one hundred-twenty (120) pounds for the 64-gallon size and one hundred-eighty (180) pounds for the 96-gallon size. No specific weight restrictions are provided for Detachable Containers, however, the Contractor shall not be required to lift or remove materials from a Detachable Container exceeding the safe working capacity of the collection vehicle. The combined weight of Drop-Box and contents must not cause the collection vehicle to exceed legal road weights.

2.1.16 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 and tipplers on all collection vehicles shall be operated so as to prevent any blowing or spillage of materials. Any blowing or spillage of materials either caused by Contractor or that occurs during collection shall be immediately cleaned up by the Contractor at Contractor's expense. Prior to any collection vehicle leaving a collection route and/or operating on any roads with a speed limit higher than 25 miles per hour, Contractor shall completely close any collection vehicle openings where materials may blow out, and thoroughly inspect for and contain any collected materials inadvertently spilled on top of the collection vehicle to prevent release or littering this material. Spillage not immediately cleaned up shall be cause for performance fees, as described in Section 4.1.

All vehicles used in the performance of this Contract shall be required to carry regularly-maintained and fully-functional spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up any spillage or release of wind-blown materials, litter, or leaks of Contractor vehicle fluids or leachate. The Contractor shall notify the City via e-mail within two hours of any major spill or any spill that leaves a noticeable stain on City Roads or private property. Spill kits shall also include employee spill containment instructions and procedures as well as a regularly updated list of emergency contacts. The Contractor shall develop spill response procedures for review and approval by the City before initiating any work under this Contract. Prior to operating any vehicle in the City, all Contractor vehicle drivers shall be provided with hands-on training on the location, maintenance, and use of spill kits and associated containment and

notification procedures. Such training shall be provided to all vehicle drivers at least annually.

All Drop-Box loads (both open and compactor) shall be properly and thoroughly covered or tarped to prevent any spillage of material prior to Contractor vehicle entering any Private Road or Public Street.

2.1.17 Pilot Programs

The City may wish to test and/or implement one or more changes to waste stream segregation, materials processing or collection technology, promotion of services, or collection frequency at some point during the term of the 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 City-wide basis. The costs (or savings) accrued by any City-initiated pilot programs shall be negotiated prior to City-wide implementation. The Contractor shall coordinate with the City and participate fully in the design, roll-out, operation and troubleshooting of such pilot programs.

Contractor-initiated pilot programs shall require prior written notification and approval by the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's Customers; however, savings accrued may be subject to negotiations prior to City-wide implementation at the City's request.

Contractor-initiated surveys are allowed of businesses and/or Residences to gather information about generic service preferences or to access pilot program options or outcomes, provided that all related data and analysis is shared with the City.

2.1.18 Disruption Due to Construction

The City reserves the right to construct any improvement or to permit any such construction in any street or alley in such 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 shall, by the most expedient manner, continue to collect Garbage, Recyclables and Compostables to the same extent as though no interference existed upon the streets or alleys normally traversed. This collection shall be done at no extra expense to the City or the Contractor's Customers.

2.1.19 Contractor Planning Assistance

The Contractor shall, upon request and without additional cost, make available site planning assistance to either the City and/or property owners or their representatives. The site planning assistance shall be available for

all new construction or remodeling of buildings and structures within the City 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. Contractor planning assistance for optimizing loading docks, enclosures, compactor equipment, and other similar structures or areas shall also be available for existing Customers when adjusting Garbage, Recyclables and Compostables services. Contractor planning assistance shall be provided within two working days of the Contractor receiving a written request for assistance.

2.1.20 Safeguarding Public and Private Facilities

The Contractor shall be obligated to protect all public and private improvements, facilities and utilities whether located on public or private property, including street Curbs. If such improvements, facilities, utilities or Curbs are damaged and such damage is primarily attributable to the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same. If the Contractor fails to do so promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost of doing so shall be billed to and become the responsibility of the Contractor.

2.1.21 Company Name

The Contractor shall not use a firm name containing any words implying municipal ownership without prior written permission from the City.

2.1.22 Transition and Implementation of Contract **RFP NOTE: This section will be completed to reflect the successful proponent's implementation plan.**

2.1.23 Ongoing Coordination with City and Performance Review

The Contractor's supervisory staff shall be available to meet with the City at the City's offices on request as well as on a quarterly schedule to discuss and resolve operational and Contract issues. The City may, at its option, conduct periodic performance reviews of the Contractor's performance under this Contract. The City may perform the review to confirm various aspects of the Contractor's operations and compliance with this Contract. City staff or contracted consultants may provide the review at the City's direction. The Contractor shall fully cooperate and assist with all aspects of the performance review, including access to Contractor's route and Customer service data, billing information, safety records, equipment, facilities and other applicable items. The City's scope of review under this provision is intended to focus on analysis of the Contractor's performance and Contract compliance.

The results of the performance review shall be presented to the Contractor and a plan for addressing any deficiencies shall be provided to the City within two (2) weeks of the Contractor's receipt of the review. The Contractor shall analyze and correct in good faith any deficiencies found in its performance under this Contract, including broader implementation of corrections that extend beyond the limited data or scope of a performance review to bring Contractor into more complete Contract compliance.

The Contractor's corrective plan shall address all identified deficiencies and include a timeline for corrective actions. The Contractor's corrective plan shall be subject to review and approval by the City. Upon approval of the plan, the Contractor shall implement and sustain actions that correct deficiencies. Failure to complete correction of deficiencies as outlined in the plan and/or failure to initiate good faith corrective actions within thirty (30) days shall constitute a failure to perform subject to performance fees as defined in 4.1.

The Contractor shall continually monitor and evaluate all operations to ensure compliance with this Contract. At the request of the City, the Contractor shall report its own findings from internal monthly performance measures for collection, customer service and maintenance functions. The City shall determine which of the Contractor internal performance management measures are relevant to addressing any particular deficiencies and the Contractor shall continue to report those measures until notified in writing by the City.

2.1.24 Disposal Restrictions and Requirements

All Garbage collected under this Contract, as well as residues from processing Recyclables and Compostables, shall be delivered to the King County Disposal System, unless otherwise directed in writing by the City.

Garbage containing obvious amounts of Yard Debris shall not knowingly be collected and instead prominently tagged with a notice informing the Customer that King County does not accept Yard Debris mixed with Garbage for collection. Contractor's knowing collection of Garbage mixed with visible Yard Debris shall be grounds for performance fees as provided in Section 4.1.

The Contractor shall not be required to collect 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 leave a written notice with the rejected materials listing why they were not collected and providing the Customer with a contact for further information about proper disposal options. The Customer shall remain responsible for all costs associated with handling and disposal of hazardous materials inadvertently collected by Contractor.

Garbage collected by the Contractor may be processed to recover Recyclables, provided that the residual is disposed in accordance with the City's Interlocal Agreement with King County. In the event the Contractor elects to haul Garbage to a private processing facility, the Contractor shall charge the Customer no more than the equivalent Garbage disposal fee at a King County Disposal System transfer station and shall charge hauling fees no higher than provided for in Attachment B.

2.1.25 Direct Payment of Disposal Fees by City

Upon 180 days written notice, the City may elect to pay disposal directly fees directly to King County. If the City elects to pay disposal fees directly, the Contractor shall:

- (1) Ensure that Garbage routes serving City Customers handle only City Garbage and not Garbage from Customers in other jurisdictions;
- (2) Properly train and supervise its collection crews to properly use City disposal cards at County facilities, and to reconcile loads delivered by Contractor's crews with the disposal invoice provided by King County
- (3) Track and report disposal quantities by route and average Container weights by Container size each month;
- (4) Formalize a separate billing agent addendum to this Contract which details the financial and legal relationship between the Contractor (billing agent) and the City (client), including how receivables are handled and how the City handles disbursement to the Contractor and the County; and
- (5) Reduce its overall compensation for each service level by 110% of the amount of the disposal fee component plus the then-current business and occupation tax, based on the unit weights listed in the then-current Attachment B of this Contract.

If the City elects to pay disposal directly, the City shall release and indemnify the Contractor from financial and legal responsibility for disposal payments for City Garbage, provided that the Garbage has been collected only from applicable City Customers in accordance with this Contract.

Independent of the City's decision on disposal cost payment, the Contractor shall participate upon request in a City-funded and managed Container weight study to be conducted no more than once every three years of the Contract. At the City's option, the container weight study results may be used to update the disposal components listed in Attachment B of this Contract.

2.1.26 Biodiesel

The Contractor shall use 20% sustainable-rated biodiesel fuel in its diesel vehicles used in the performance of this Contract. The percentage requirement may be met either by using a 20% blend fuel in all diesel vehicles during March-October and 5% during November-February, or using a higher percentage in specific vehicles to achieve the same result.

The Contractor may request permission from the City to temporarily or permanently discontinue biodiesel use if the Contractor is unable to reasonably obtain biodiesel or has continued unresolvable operating problems directly related to the use of biodiesel. The City shall consider the request, provide its own investigations and provide a response to the Contractor within thirty (30) days of receiving the Contractor's request.

The Contractor shall maintain all vehicles used in Tukwila in a manner intended to achieve reduced emissions and particulates, noise levels, operating costs, and fuel use.

Upon request, the Contractor shall provide documentation and/or provide access for verification that its fleet meets the requirements of this section.

2.1.27 Violation of Ordinance

The Contractor shall report in writing immediately to the City any observed violation of the City's ordinances providing for and regulating the Containerization, collection, removal and disposal of Garbage, Recyclables and Compostables.

2.2 Collection Services

2.2.1 Single-Family Residence Garbage Collection

2.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed Curbside for disposal by Single-Family Residence Customers in and adjacent to Micro-Cans, Mini-Cans, Garbage Cans or plastic bags (for Extra Units) and/or Contractor-owned Garbage Carts. The Contractor shall offer carry-out service to disabled Customers at no charge (per Section 2.1.6) and to all other Customers for the appropriate service level rate, plus the carry-out surcharge, in accordance with Attachment B. If a Customer is either eligible for, or subscribes to, carry-out service, carry-out service shall be provided for all three collection streams (Garbage, Recyclables, and/or Compostables) without duplicate surcharges.

2.2.1.2 Collection Containers

The Customer's primary Container must be a Micro-Can, Mini-Can, Garbage Can or Garbage Cart. Plastic bags may only be used for Extra Units, not as the Customer's primary Container. Micro-Can, Mini-Can and Cart rental fees shall be embedded in the respective rate charged for the level of service and not separately charged or itemized.

Micro-Cans, Mini-Cans and Garbage Carts shall be delivered by the Contractor to Single-Family Residence Customers within seven (7) calendar days of the Customer's initial request.

2.2.1.3 Specific Collection Requirements

The Contractor shall offer regular weekly collection of the following service levels:

- (1) One 10-gallon Micro-Can
- (2) One 20-gallon Mini-Can or Garbage Cart;
- (3) One 32-gallon Garbage Can or 35-gallon Garbage Cart;
- (4) One 64-gallon Garbage Cart; and
- (5) One 96-gallon Garbage Cart.

On request, the Contractor shall also offer Customers monthly collection of one 32-gallon Garbage Can with no putrescible wastes, at a rate equal to the weekly Micro-Can service level. Customers subscribing at this service level will continue to receive regularly scheduled Curbside recycling service.

Carry-out charges shall be assessed only to those Customers who choose to have the Contractor move Containers to reach the collection vehicle at its nearest point of access. An Extra Unit charge may be assessed for materials loaded so as to lift a Cart lid in excess of six (6) inches from the normally closed position. The Contractor may charge for an overweight Container at the Extra Unit rate, provided that the Customer agrees in advance to pay for the Extra Unit rate, otherwise, the Container shall be left at the Curb with Customer notification as to why it was not collected. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Unit fees. All Extra Units from Customers with a history of disputed charges shall be

documented with a date and time stamped photograph. Customers shall be allowed to specify that no Extra Units be collected without prior Customer notification, which shall be provided by the Customer no less than twenty-four (24) hours prior to that Customer's regular collection.

Collections shall be made from Single-Family Residences on a regular schedule on the same day and as close to a consistent time as possible. Customers shall place Containers on or abutting Public Streets or Private Roads. The Contractor may tag inappropriately placed Containers and may discontinue service in the event of persistent inappropriate Container placement. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers, in an upright position, with lids closed and attached, to their set out location and will not place Containers on streets, sidewalks, public pathways, or in places that block vehicle access to any driveways, mailboxes, or similar structures.

Once each year, on a scheduled approved by the City, the Contractor shall provide a curbside collection event to handle bulky materials at no additional charge to Customers. The event shall accept two categories of bulky household items: (1) individual small items not larger than three feet by three feet and weighing not more than 65 pounds; and (2) larger items including all appliances, mattresses, sofas, hot water tanks, etc.

Upon one-hundred-eighty-days written notice from the City, the Contractor shall shift Single-Family Residence Garbage collection to every-other-week. In the event that the City implements this reduced collection frequency, the Single-Family Garbage rates in Attachment B shall be reduced by \$x.xx/month, subject to the rate modification provisions of Section 3.3.

2.2.2 Single-Family Residence Recyclables Collection

2.2.2.1 Subject Materials

The defined list of Residential Recyclables shall be collected from all participating Single-Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single-Family Residences that are placed in Contractor owned Carts or are boxed or placed in a paper bag next to the Customers' Recycling Cart. Recyclables containing obvious amounts of Compostables or Garbage shall not knowingly be collected and instead prominently tagged with a notice informing the Customer of Recyclables

contamination. Customers shall be contacted and provided the opportunity to either remove the contamination and have the materials collected the following collection cycle or, alternatively, have the materials collected as Garbage at the regular extra fee. Recyclables must be prepared as follows and uncontaminated with food or other residues:

- Aluminum Cans: All clean aluminum cans, pie “tins” and foil that are placed in the Recycling Cart.
- Corrugated Cardboard: All corrugated cardboard boxes smaller than three (3) feet square, and placed in or next to the Customer’s Recycling Cart. Corrugated cardboard boxes larger than three (3) feet square must be flattened by Customer prior to collection.
- Fats, Oils, Grease (FOG): Up to three gallons of used cooking oil and kitchen grease that is free from contaminants and placed in clear screw-top plastic containers, labeled with the Customer’s address and placed next to the Customer’s Recycling Cart.
- Fluorescent Lights All compact fluorescent bulbs packaged in accordance with Contractor instructions and placed on top of the Recycling Cart.
- Glass Containers: All colored or clear jars and bottles that are rinsed and have lids removed. Fluorescent and incandescent light bulbs, ceramics and window glass are excluded.
- Mixed Paper: All Mixed Paper
- Motor Oil: Up to three gallons of motor oil that is free from contaminants and placed in clear screw-top plastic jugs, labeled with the Customer’s address and placed next to the Customer’s Recycling Cart.
- Newspaper: All newspaper and advertising supplements that are delivered.
- Plastic Bags: All clean dry plastic bags, (shopping, newspaper, and dry-cleaning bags) bagged together and placed in the Recycling Cart.

Plastic Containers:	All plastic bottles, cups, jugs and tubs. Other plastics, automotive or other hazardous product Containers, and lids less than 3” are excluded.
Other Plastic:	Clean plastic food containers and trays, clean LDPE stretch plastic film such as Saran Wrap, Polypropylene and PET plastic soda and water bottles; Polycarbonate water bottles such as Nalgene; Polystyrene such as grocery meat trays, plastic buckets such as 5g paint pails emptied of paint; clean Plant pots, CD cases with paper booklet removed; and household plastic items such as laundry baskets, large plastic containers, plastic furniture, and plastic toys.
Scrap Electronics:	Scrap electronics that are no bigger than 2 feet by 2 feet per unit in size and less than 60 pounds per unit, including computer equipment, VCRs, audio equipment, televisions, cell phones and other equipment containing circuit boards that are placed next to the Recycling Cart. Scrap electronics do not include speakers, kitchen appliances, or other household products as defined in the Contractor’s promotional materials.
Scrap Metal:	All ferrous and non-ferrous Scrap Metal that has no more than market-acceptable levels of wood, plastic, rubber and/or other contaminants; and meets the size requirements defined for Scrap Metals.
Tin Cans:	All food and beverage tin cans with labels removed.
Garbage Cans:	The Contractor shall also collect and recycle unwanted Garbage Cans from Customer. Customers shall label unwanted cans with a “Take” label and the Contractor shall collect those empty

unwanted Garbage Cans on its Recycling collection route.

2.2.2.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining adequate inventories of, and distributing and maintaining Recycling Carts. The default Recycling Cart size shall be 96-gallons for new Customers, provided that the Contractor shall offer and provide 32/35- or 64-gallon Recycling Carts on request to those Customers requiring either less or additional capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts shall include a recycling/program brochure when distributed.

Recycling Carts shall be delivered by the Contractor to new Customers or those Customers requesting replacements, within seven (7) days of the Customer's initial request.

2.2.2.3 Specific Collection Requirements

Single-Family Residence Recyclables collection shall occur every-other-week on the same day as each household's Garbage collection. Single-Family Residence Recyclables collection shall occur during the hours and days specified in Section 2.1.4. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect on Public Streets and Private Roads in the same location as Garbage collection service is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers with their lids closed and attached to their set out location in an orderly manner.

The Contractor shall collect all properly prepared Single-Family Residence Recyclables from Garbage Customers. No limits shall be placed on set-out volumes, except in the case when extremely large quantities of commercially-generated materials are consistently set out at a Single-Family Residence. In this case, the Contractor shall request the resident to use a larger Recycling Cart or use commercial recycling services for the excess volumes. If the resident continues to set out commercial quantities of Recyclables, the Contractor shall notify the City for further action. In the event that large quantities of Residentially-generated cardboard (e.g. moving boxes) are set out for collection, the Contractor may collect the

excess materials the following day in a separate truck, provided that clear written notification of the collection delay is provided to the Customer.

The Contractor shall collect properly packaged used motor oil from Single-Family Residential Customers. The Contractor may refuse to collect used motor oil from any Customer for any one of the following reasons: 1) the oil was not packaged in a clear, leak proof, plastic jug or bottle, securely sealed with a screw-cap; 2) the packaged oil contained substances other than used motor oil; 3) the packaged oil leaks in any way 4) the Container is not properly labeled with the Customer's name and address; or 5) there is spillage at the Customer location which is not caused by the Contractor's employees. Should the Contractor reject used motor oil for any of these reasons, a tag outlining the reason for rejection shall be left with the oil.

The City and Contractor shall cooperate on monitoring the quality of Recyclables set out for collection. Either party may inspect or sample set-out or collected Recyclables. Any deficiencies in Recyclables quality observed by City or Contractor's staff shall require educational follow-up by the Contractor to encourage maximum quality and marketability. Educational follow-up shall range from a minimum of a notice ticket or "oops tag" to involvement of management staff from either the City or Contractor as appropriate.

Upon one-hundred-eighty-days (180) written notice from the City, the Contractor shall shift Single-Family Residence Recyclables collection to weekly. In the event that the City implements this increased collection frequency, the Single-Family Garbage rates in Attachment B shall be increased by **\$x.xx/month**, subject to the rate modification provisions of Section 3.3.

2.2.3 Compostables Collection

2.2.3.1 Subject Materials

Compostables shall be collected each collection cycle from Single-Family Customers who subscribe for that service.

Compostables containing obvious amounts of Recyclables or Garbage shall not knowingly be collected and instead prominently tagged with a notice informing the Customer of Compostables contamination. Customers shall be contacted and provided the opportunity to either remove the

contamination and have the materials collected the following collection cycle or, alternatively, have the materials collected as Garbage at the regular extra fee.

Contaminated or oversized Compostables materials rejected by the Contractor at the Curb shall be tagged in a prominent location with an appropriate problem notice explaining why the material was rejected.

2.2.3.2 Containers

A 96-gallon Compostables Cart shall be provided to all subscribers. The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Compostables Carts. Compostables Carts shall be labeled with instructional information, in accordance with Section 2.1.15.6. The default Compostables Cart size shall be 96-gallons, with 32/35- and 64-gallon sizes available upon request.

Extra Yard Debris material that does not fit in the initial Compostables Cart shall be bundled or placed in Kraft bags or Customer-owned Garbage Cans labeled for Yard Debris. Customers choosing to use their own Containers for excess Yard Debris shall be provided durable stickers by the Contractor that clearly identify the Container's contents as Yard Debris.

Compostables Carts shall be delivered by the Contractor to Customers within seven (7) days of the Customer's initial request. Redelivery fees shall be charged only to those Residential Customers that cancel and then restart Compostables Cart collection service within seven months of cancellation. In order for this fee to be applicable, Contractor must notify each Customer at the time they request service cancellation. The Contractor may charge a ten dollar (\$10.00) Compostables Cart cleaning and deodorizing fee, per occurrence, for each Compostables Cart cleaned and redelivered to existing Compostables collection subscribers upon their request.

2.2.3.3 Specific Collection Requirements. Note to Proponents: the base level of compost collection is being reduced from 192 gallons to 96 gallons under this new contract to [hopefully] reduce the base cost of the service and increase subscription levels. The reported data from the current contractor is based on 192 gallons included as part of the base subscription service.

Compostable materials shall be collected every-other-week on the same scheduled service day as Garbage collection. Compostables in excess of 96 total gallons may be charged as Compostables Extra Units in 32 gallon increments in accordance with Attachment B, except during the two collection cycles immediately following a storm event, when storm debris shall be accepted with regular quantities of Compostables without extra charge.

Unflocked, undecorated, natural holiday trees (Christmas Trees) will be collected at no additional cost on the first full week of scheduled Compostable materials collection each year from all Single-Family and Multifamily Residences in the City if prepared as 2x2x4 feet sections or bundles.

The Contractor shall collect on Public Streets and Private Roads, in the same location as Garbage collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers in an upright position, with lids attached, to their set out location and will not place Containers on streets, sidewalks, public pathways, or in places that block vehicle access to any driveways, mailboxes, or similar structures.

Upon one-hundred-eighty-days (180) written notice from the City, the Contractor shall shift Single-Family Residence Compostables collection to weekly. In the event that the City implements this increased collection frequency, the Single-Family Compostables rate in Attachment B shall be increased by \$x.xx/month, subject to the rate modification provisions of Section 3.3.

Upon one-hundred-eighty-days (180) written notice from the City, the Contractor shall embed every-other-weekly Single-Family Residence Compostables collection in Garbage rates and delivery Compostables Carts to all non-subscribing Customers. In the event that the City implements this option, the Single-Family Garbage rate in Attachment B shall be increased by \$x.xx/month, subject to the rate modification provisions of Section 3.3. This option shall be exercised by the City no later than June 1, 2014 to allow the Contractor sufficient time to amortize the cost of the required additional Carts.

2.2.4 Single Family Bulky Waste Collection

2.2.4.1 Subject Materials

On-call Bulky Waste collection shall be offered, and shall be provided at the rates listed in Attachment B. Collected oversized items shall be recycled by the Contractor to the extent possible. The Contractor shall maintain a separate log listing service date, materials collected, Customer charges, weights, and whether the item was recycled or disposed. This log shall be provided to the City on a monthly basis.

2.2.4.2 Specific Collection Requirements

On-call collection services of bulky waste such as couches, mattresses, white goods and other oversized materials must occur during the hours and days specified in Section 2.1.4, with the exception that Saturday collection is permissible if it is more convenient for Customers. The Contractor's crews shall make collections in an orderly and quiet manner.

2.2.5 Multi-Family Complex and Commercial Customer Garbage Collection

2.2.5.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Multi-Family Complex and Commercial Customers in acceptable Containers as designated in Section 2.2.5.2.

2.2.5.2 Containers

The Contractor shall provide Containers meeting the standards described in Section 2.1.15. Multi-Family Complex and Commercial Customers shall be offered a full range of Containers and service options, including Garbage Carts, one (1) through six (6) cubic yard compacted and one (1) through eight (8) cubic-yard non-compacted Detachable Containers, and compacted or non-compacted Drop-Box Containers. The Contractor may also lease or sell compacted Drop-Box Containers and Drop-Box and Detachable Container Compactors to Customers outside of this Contract at rates negotiated between the Customer and the Contractor.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units at the rates listed in Attachment B. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units and documentation of service irregularities such as damaged or blocked Containers. All Extra Units and service irregularities shall be documented with a date and time stamped photograph.

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multi-Family Complex and Commercial Customers. However, not all collection sites within the City 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 at that Customer's site.

Contractor-owned Containers shall be delivered by the Contractor to requesting Multi-Family Complex and Commercial Customers within three (3) days of the Customer's initial request. Customers shall properly care for Containers on the Customer's property, shall use reasonable efforts to protect such Containers from graffiti or negligent misuse, and shall not use such Containers for other than their intended purpose.

2.2.5.3 Specific Collection Requirements

Commercial Garbage collection shall be made available to Multi-Family Complex and Commercial Customers daily, Monday through Saturday, during the times specified in Section 2.1.4. Collection at Multi-Family sites shall be limited to the same hours as Single-Family Residence collection. Collections shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize Customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best truck access possible. Containers shall be replaced after emptying in the same location as found.

Extra charges may be assessed for materials loaded so as to lift the Garbage Can, Garbage Cart or Detachable Container lid in excess of six (6) inches from the normally closed position.

Customers may request extra collections and shall pay a proportional amount (e.g. one pick-up per week rate divided by 4.33 weeks per month) of their regular monthly rate for that service.

2.2.5.4 Premium Services

Premium services for Commercial and Multifamily Customers include Contractor-provided locks, lockboxes to hold customer keys, opening and closing gates, and rolling out containers

more than 10 (ten) feet. The charges for premium services are specified in Attachment B.

2.2.6 Multi-Family Complex Recyclables Collection

2.2.6.1 Subject Materials

The Contractor shall provide adequate Container capacity and collect all Recyclables from Multi-Family Complexes that are prepared in a manner similar to that described for Single-Family Residence Recyclables in Section 2.2.2.1., with the exception of used motor oil. This embedded Recyclables collection shall occur at no extra charge from base Garbage collection. The Contractor shall tag contaminated Containers, but will not collect the contaminated load as Garbage and not charge the resident or property manager a fee for contamination unless notification and correction procedures as specified by the City are completed.

2.2.6.2 Containers

The Contractor shall use Detachable Containers for recycling collection at Multi-Family sites wherever practicable and shall use Recycling Carts only at duplexes, tri-plexes, four-plexes and other sites where site constraints limit the use of Detachable Containers. Upon notice, Contractor shall equip Detachable Containers with special slotted recycling lids approved by the City.

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Detachable Containers and Recycling Carts. The default Recycling Cart size shall be 96-gallons, provided that the Contractor shall offer and provide 32- or 64-gallon Recycling Carts on request to those complexes requiring either less or additional capacity than provided by the standard 96-gallon Recycling Cart. Recycling Carts shall be labeled with recycling collection requirements in accordance with Section 2.1.15.6 when distributed. The City may require that combination or common-keyed locks and multiple keys be provided by Contractor at no extra charge to limit contamination of Recycling Carts or Recycling Detachable Containers.

Recycling Carts and Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request. Multi-Family Complex Recycling

Carts shall be relabeled periodically in accordance with Section 2.1.15.6.

2.2.6.3 Specific Collection Requirements

Multi-Family Complex recycling collection shall occur weekly or more frequently, as needed, during the hours and days specified in Section 2.1.4 for Multi-Family Complex collection. Collections shall be made on a regular schedule on the same day(s) of the week to minimize Customer confusion. The Contractor shall collect from areas mutually agreed upon by the Contractor and Customer with the least slope and best truck access possible. After emptying Containers shall be replaced in the same location as found. Multi-Family Complex Recycling Customers shall not be charged lock, gate or roll-out fees.

When space constraints limit the provision of Containers appropriately-sized for weekly collection, the Contractor shall provide more frequent collection, as necessary, of smaller Containers to provide adequate total recycling capacity for the Multi-Family Complex site.

2.2.6.4 Multi-Family Recycling Outreach and Incentives

The Contractor shall provide ample copies of current recycling guidelines upon request of the City or Customer. The Contractor shall assist the City in the development and implementation of an annual recycling outreach and incentive plan. The plan shall include, at a minimum, a description of planned programs, tasks assignments between the City and Contractor and support costs where appropriate.

Public Education will play an important role in this process. The Contractor and the City shall work together to conduct workshops, visit with Customers, and develop and implement a high quality public education campaign. The outcomes and results of these efforts will be tracked and reported to the City by the Contractor.

2.2.7 Commercial Recycling Collection

NOTE TO PROPONENTS: The following language specifies the “universal” commercial recycling alternative. If the City chooses the 2-cart commercial recycling option, or to exclude commercial recycling from the contract, this section will be revised or eliminated.

The defined list of Commercial Recyclables shall be collected from all participating Commercial Customers as part of basic Garbage collection services, without extra charge.

The Contractor shall collect all Commercial Recyclables from Commercial Customers that are prepared in a manner similar to that described for Single Family Residential Recyclables in Section 2.2.2.1.

2.2.7.1 Subject Materials

The defined list of Commercial Recyclables shall be collected from all participating Commercial Customers as part of basic Garbage collection services, without extra charge subject to the limitations in Sections 2.2.7 and 2.2.7.3.

The Contractor shall collect all Commercial Recyclables from Commercial Customers that are prepared in a manner similar to that described for Single Family Residential Recyclables in Section 2.2.2.1. In the event of contaminated materials, the driver shall notify the Contractor, and the Contractor shall contact the Customer with specific instructions for Customer to prepare the rejected materials for collection service or authorization to collect the material as Garbage for the regular Garbage collection fee. Contractor shall notify the City immediately, through use of dispatch or route management staff, if repeated contamination occurs in Recyclables set out by any Commercial or Multi-Family Customer.

2.2.7.2 Containers

Contractor-supplied Recycling Containers shall be used for collecting Commercial Recyclables. Recycling Carts and Recycling Detachable Containers shall be distinguished from Compostables or Garbage Container colors per Section 2.1.15.6 and shall include prominent identifying labels that provide directions for the preparation of the materials to be placed in the Cart or Container.

At larger businesses, the Contractor may use Detachable Containers or Drop-Box Containers for Recyclables collection provided that they are distinguished from Containers used for Garbage collection and are equipped with prominent identifying labels.

Contractor-owned Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

2.2.7.3 Specific Collection Requirements

Commercial Recyclables collection shall be provided weekly during the hours and days specified in Section 2.2.5.3. Collections shall be made on a regular schedule on a consistent day and as close to a consistent time as possible to minimize Customer confusion. The Contractor shall collect in alleys where practical, and on streets where no alleys are present. Containers shall be replaced in the same location after emptying.

When providing weekly Commercial Recyclables collection to a particular Customer, the Contractor shall not be required to provide Recycling Container capacity greater than 150 percent of that Customer's weekly Garbage collection volume. [or two 96-gallon Recycling Carts if that alternative is chosen by the City] For example, a Customer with a weekly four (4) cubic yard Garbage container would be provided up to six (6) cubic yards of weekly Recyclables Container capacity. Any additional recycling may be fee-based as negotiated between the Customer and Contractor.

Commercial Recyclables collection Containers and service may be ordered by the Commercial Customer, the City, or the City's contracted technical assistance consultant, provided that the Contractor shall not be required to provide Commercial Recyclables collection to an unwilling party.

2.2.8 Multi-Family Complex and Commercial Customer Compostables Collection

2.2.8.1 Subject Materials

The Contractor shall provide Cart-based Compostables collection services to requesting Multifamily Complexes and Commercial Customers on a subscription fee basis. If additional capacity is required, the Customer may arrange for that service privately, either through the Contractor or another party. The provision of fee-based Commercial Compostables collection in Detachable Containers by the Contractor shall comply with the service and billing standards of this Contract, even through rates are not regulated by this Contract.

Contaminated or oversized Compostables materials rejected by the Contractor shall be tagged in a prominent location with an appropriate problem notice explaining why the material was rejected. The Contractor will contact Customers with specific instructions for Customer to make the rejected materials suitable for collection service.

2.2.8.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional information onto, maintaining inventories of, and distributing and maintaining Compostables Carts and Detachable Containers.

Compostables Carts and Detachable Containers shall be delivered by the Contractor to new Multi-Family Complexes or Commercial Customers within three (3) days of the City's request, following the City's provision of technical assistance to the Customer to set up the program.

2.2.8.3 Specific Collection Requirements

Compostables shall be collected weekly from Multi-Family Complex and Commercial Customers. Collections shall be made on a regular schedule on the same day(s) and as close to a consistent time as possible. Carts shall be lined by the Contractor upon initial delivery as well as after each collection cycle. The liners shall be approved by the Contractor's composting facility and shall be provided at no additional cost to the Customer. The Contractor shall also provide free cleaning of containers for each customer at least once per year.

The Contractor shall collect Containers at defined Multi-Family Complex or Commercial Customer Container spaces. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return Containers with their lids closed and attached to their set out location.

Commercial and Multi-Family Customers using Compostables Collection service and the Contractor shall comply with Seattle-King County regulations for Commercial Food Scraps collection.

2.2.9 Drop-Box Container Garbage Collection

2.2.9.1 Subject Materials

The Contractor shall provide Drop-Box Container Garbage collection services to Multi-Family Complex and Commercial Customers, in accordance with the service level selected by the Customer.

2.2.9.2 Containers

The Contractor shall provide Containers meeting the standards described in Section 2.1.15. Both Customer-owned and Contractor-owned Drop-Box Containers shall be serviced, including Customer-owned compactors.

Contractor-owned Containers shall be delivered by the Contractor to requesting Customers within three (3) days of the Customer's initial request.

2.2.9.3 Specific Collection Requirements

Single-Family Residence, Multi-Family Complex and Commercial Customer Drop-Box Container collection must occur during the hours and days specified in 2.2.5.3.. Collection of Drop-Box Containers in Single-Family Residence and Multi-Family Complex areas and multi-use buildings containing Multi-Family Complexes shall be limited to the same hours as Single-Family Residence collection.

The Contractor shall provide service and equipment capability to collect full Drop-Box Containers no later than the next business day after the Customer's initial call. The Contractor shall maintain a sufficient Drop-Box Container inventory to provide empty Containers to new and temporary Customers within three (3) business days after the Customer's initial call.

Mileage fees shall be assessed only when Customer-directed disposal/recycling sites are more than ten (10) road miles by the shortest route from a particular Customer's location, and then only on the additional mileage above twenty (20) miles round-trip. The Contractor shall obtain prior permission from the Customer to use disposal/recycling sites which would result in additional mileage charges.

2.2.10 Temporary Container Customers

The Contractor shall provide temporary 2-, 4-, and 6-cubic yard Detachable Containers and 10-, 20-, 30-, and 40-cubic yard Drop-Boxes to Single-Family Residence, Multi-Family Complex and Commercial Customers on an on-call basis. Temporary service shall include all Customers requesting Container service of less than ninety (90) days duration, including existing

Customers on permanent service who temporary request an extra Container for less than ninety (90) days. The charges for temporary Detachable Container service listed in Attachment B shall include delivery, collection and disposal. Disposal charges for temporary Drop-Box Containers shall be billed in addition to the delivery, rental and hauling charges listed in Attachment B. Rental charges shall be itemized and charged separately, at the rates listed in Attachment B. The Contractor may charge a deposit to be paid in advance of service equal to the average disposal fee for the size of temporary Container ordered if the creditworthiness of the individual Customer is in doubt.

2.2.11 Municipal Services

The Contractor shall provide weekly Garbage, Recyclables and Compostables collection to all City-owned municipal facilities as a part of this Agreement and at no additional charge. Those facilities include, but are not limited to the following:

FACILITY	ADDRESS
Tukwila City Hall	6200 Southcenter Blvd
Building 6300	6300 Southcenter Blvd
Minkler Shops	600 Minkler Blvd
George Long Shop	14000 Interurban Ave S
Parks & Golf Maintenance	13900 Interurban Ave S.
Foster Golf Clubhouse	13500 Interurban Ave S.
Tukwila Community Center	12421 42 nd Ave S
Fire Station 51	444 Andover Park E
Fire Station 52	5900 S 147 th St
Fire Station 53	4201 S 115 th St
Fire Station 54	4237 S 144 th St
Neighborhood Resource Center	Location to be determined
Tukwila Pool	4414 S 144 th St
Ft Dent Park	Ft Dent Way
City-owned Bus Shelters	Bus shelters along Tukwila Intl Blvd

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.

On occasion, the City will pay the Contractor in accordance with charges listed in Attachment B for services that involve a third party, when such third party accumulates Garbage as part of performing services for the City. For example, the City would pay Contractor for the disposal of roof replacement debris removed from a City facility. Regular Garbage generated on an ongoing basis at all City facilities will otherwise be collected by the Contractor without charge to the City.

2.2.12 City-Sponsored Community Events

The Contractor shall provide Garbage and Recycling services for City-sponsored special events at no 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. These events shall include, but not be limited to:

- **City Drop-off Collection Event:** The contractor shall support up to two (2) City special drop-off collection events scheduled each year for Tukwila residents. At each event, contractor shall provide drop boxes and/ or detachable containers for white goods, bulky items such as furniture, mattresses/springs, recyclables and other items approved by the City. Contractor shall provide all equipment, staffing, collection, promotional/outreach, transportation and recycling and/or disposal fees at no additional charge to the City.
- **Discounted Code Enforcement Clean-up Support:** In residential areas designated by the City, contractor shall support up to ten (10) clean-up events. Contractor shall provide 10-40 yard drop box containers (or other sizes approved by the City) without charge to the City. Contractor shall waive delivery, rental, disposal and other fees.
- **Recycling Collection at Special Events:** Contractor shall provide without charge, recycling containers and collection during the following events:
 - 4th of July Celebration
 - Tukwila Backyard Festival
 - Tukwila Days Festival (2 separate events)

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. In the event that the total volume of materials collected by Contractor from City-Sponsored Community Events increases by more than 20% above the baseline volume

for such events established in the first year of this Contract, then Contractor's rates shall be adjusted to reflect the increased cost to Contractor in providing such services.

2.2.13 Multiple-Use Buildings **RFP NOTE: This section to be deleted if commercial recycling is implemented.**

Service in Multiple-Use Buildings shall be apportioned between Residential and Commercial Customers. Residential customers shall be provided Single-Family or Multifamily Recyclables collection and shall be charged the appropriate Residential rates for their portion of Garbage collection service. Commercial customers shall pay only their regular Commercial rates which exclude the component for Recyclables collection above the basic Cart Recyclables collection service. The Contractor and/or property manager shall apportion garbage service according to usage to ensure Multiple-use Building Customers are charged equitably for collection services. In the case of a dispute, the City shall intervene and the City's decision shall be final.

2.2.14 Other Solid Waste Collection Services

The Contractor may occasionally provide other regularly scheduled or one-time services related to solid waste collection in the City not specifically delineated under this Contract. In that event, the Contractor shall notify the City and propose a Customer rate for the service. Upon prior approval of the City, the Contractor may proceed to offer that service.

2.3 Management

2.3.1 Responsibility of Participants

2.3.1.1 Contractor's Responsibilities

Consistent with the responsibilities set forth otherwise in this Contract, the Contractor shall be responsible for:

- Collecting Garbage in the City Service Area and delivering the Garbage to the King County Disposal System, unless otherwise directed by the City, and shall ensure that the Contractor handles Garbage in accordance with the City's interlocal agreements governing solid waste management.
- Collecting construction/demolition waste in the City Service Area and delivering the waste to fully permitted recycling, disposal or transfer sites in compliance with King County's Comprehensive Solid Waste Management Plan.

- Collecting, processing and marketing Recyclables and Compostables collected by the Contractor in the City Service Area.
- Providing cart and Container assembly, maintenance, painting, stickering/labeling and re-stickering/labeling and delivery services listed or required in this Contract.
- Performing customer service, including answering telephone calls and e-mails, providing information on services, establishing Customer accounts and providing appropriate Customer support.
- Billing, receiving, posting Customer payments and deposits, and adding educational information to bills, if requested by the City.
- Procuring all equipment and bearing all start-up, operating maintenance, and transition costs for collection and processing or disposal of Garbage, Recyclables and Compostables, including proper safety equipment and insurance for vehicles and workers.
- Providing and supervising all labor to accomplish the scope of services required under this Contract, including labor to collect materials, maintain and distribute equipment and related customer service functions.
- Operating a maintenance facility to house and service collection equipment and acquiring all necessary land use, building, operating, and business permits and licenses.
- Submitting all informational materials for public release to the City for review and approval prior to release.
- Complying with all applicable laws.
- Meeting all non-discrimination and OSHA (Federal Occupational Safety and Health Act of 1970)/WISHA (Washington Industrial Safety and Health Act of 1973) standards, and all environmental standards and regulations.
- Providing a safe working environment and comprehensive liability insurance coverage as set forth in Section 6.4, and providing proof of this insurance to the City annually.

- Providing a valid Contractor's performance and payment bond in accordance with Section 6.5, and providing proof of this bond to the City annually.
- Securing the prior written approval of the City and surety before assigning or pledging money, or assigning, subcontracting or delegating duties.
- Providing route maps to the City indicating the day of week for each service.
- Submitting collection day changes to the City for review and approval prior to notice being provided to Customers and the change taking place.
- Submitting prompt notices to the media regarding modifications to the collection schedule due to inclement weather.
- Maintaining Containers, vehicles and facilities in a clean, properly labeled and sanitary condition.
- Meeting all City reporting, inspection and review requirements.
- Providing outreach materials and programs, and assistance with distribution and outreach as required in this Contract.
- Providing operating and safety training for all personnel, including spill response training for all drivers.
- Notifying the City of intended changes in management not less than sixty (60) days prior to the date of change. New management shall also attend an introductory meeting scheduled by the City during the sixty (60) day notification period. Exception shall be made for termination for cause or voluntary termination, in which case the Contractor shall notify the City within twenty-four (24) hours of the termination.

2.3.1.2 City's Responsibilities

Consistent with the responsibilities set forth otherwise in this Contract, the City shall be responsible for:

- Overall project administration and final approval of Contractor services and activities.

- Reviewing and approving Contractor compensation adjustments due to changes in County disposal fees or price indices.
- Directing and overseeing public education and outreach with the cooperation and assistance of the Contractor.
- Monitoring and evaluating collection operations with the cooperation and assistance of the Contractor.
- Reviewing and approving all assignment, pledging, subcontracting or delegation of money or duties.
- Reviewing and approving collection days and rate changes.
- Reviewing and approving holiday schedule changes.
- Reviewing and approving all written or other informational materials used in the City by the Contractor.
- Conducting performance reviews of the Contractor with the Contractor's cooperation and assistance.
- Holding periodic operations meetings with the Contractor, as necessary.

2.3.2 Customer Service and Billing

The Contractor shall be responsible for providing all customer service functions, including: answering Customer telephone calls and e-mail requests, informing Customers of current services and charges, handling Customer subscriptions and cancellations, receiving and resolving Customer complaints, dispatching Drop-Box Containers and special collections, correlating service levels to current invoices, all Customer billing, and maintaining and regularly updating a user-friendly website. These functions shall be provided at the Contractor's sole cost, with such costs included in the Customer charges (see Attachment B).

2.3.2.1 Office Location

The Contractor shall maintain a principal office in King or Pierce County within twenty (20) miles of the City limits. The Contractor's office and customer service assistance shall be accessible by a local area code and phone number, specifically for use during this contract as the Contractor's primary customer service line. On the termination of this Contract for any reason, the Contractor shall relinquish its rights for use of

this phone number to the City or its assignee, effective the day of termination. The Contractor's office hours shall be open at a minimum from 8 a.m. to 5 p.m. daily, except Saturdays, Sundays and recognized holidays. Representatives shall be available at the Contractor's local office during office hours for communication with the public and City representatives. Customer calls shall be taken during office hours by a person, not by voice mail.

The Contractor shall maintain an emergency telephone number for use by City staff outside normal office hours. The Contractor shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours.

2.3.2.2 Customer Service Requirements

2.3.2.2.1 Customer Service Representative Staffing

During office hours, the Contractor shall maintain sufficient staff to answer and handle complaints and service requests from multiple incoming telephone calls simultaneously. If incoming telephone calls necessitate, the Contractor shall increase staffing levels as necessary to meet Customer service demands. The Contractor shall also maintain sufficient staff to answer and handle complaints and service requests made by letter or e-mail. If staffing is deemed to be insufficient by the City based on agreed-upon performance measures in Section 2.2.3.2.3, the Contractor shall increase staffing levels to meet contract performance criteria

The Contractor shall provide additional staffing during the transition and implementation period, and especially from six (6) weeks prior to the commencement of new services, through the end of the fourth month after the commencement of new services, 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 mobilization,

transition and implementation period shall be subject to prior City review and approval.

2.3.2.2.2 Service Recipient Complaints and 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 telephone calls received via the Contractor's non-office hours answering service shall be recorded in the log the following business day. The Contractor shall make a conscientious effort to resolve all complaints within twenty-four (24) hours of the original call or e-mail, and 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 an electronic format to the City with the monthly report.

The Contractor shall provide sufficient field service/sales staff and route manager personnel to accurately set-up accounts and visit Customers at their service location as needed – for example during roll-out of service changes that impact multiple accounts, or during establishment of new Recycling or Compostables collection service changes. The Contractor's field service/sales staff shall be able to describe to Customers any related service procedures and Container or equipment needs, and be able to calculate any related rate impacts that would arise from implementing service change options. The

Contractor's field service/sales staff shall also be responsible for completion of outreach and tracking specified in Section 2.3.5, including related required annual reporting.

2.3.2.2.3 Handling of Customer Calls

All incoming telephone calls shall be answered promptly and courteously, with an average speed of answer of less than twenty (20) seconds. No telephone calls shall be placed on hold for more than two (2) minutes, and on a monthly basis, no more than 10% of incoming telephone calls shall be placed on hold for more than twenty (20) seconds. A summary of these discrete performance measures will be provided as part of required monthly reporting. A Customer shall be able to talk directly with a customer service representative when calling the Contractor's Customer service telephone number during office hours. An automated voice mail service or phone answering system may be used when the office is closed.

2.3.2.2.4 Corrective Measures

Upon the receipt of Customer complaints in regards to busy signals or excessive delays in answering the telephone, the City may request and the Contractor shall submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have thirty (30) days to implement the corrective measures, except during the transition and implementation period, during which time the Contractor shall have one (1) week to implement corrective measures. Corrective measures shall be implemented without additional compensation to the Contractor. Failure to provide corrective measures shall be subject to performance fees.

2.3.2.2.5 Internet Website

The Contractor shall provide a Customer-friendly Internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City's collection

programs, including at a minimum, contact information, collection schedules, material preparation requirements, available services and options, rates, inclement weather service changes and other relevant service information for its Customers. The website shall include an email function for Customer communication with the Contractor, and the ability for Customers to submit service requests on-line. E-mailed Customer service requests shall be answered the next business day after receipt. The website shall offer Customers the option to pay their service bills on-line through a secured bill payment system. Website content and design shall be submitted for City approval a minimum of three (3) days prior to planned roll-out of website changes, and website content and design shall continue to be subject to the City's approval throughout the term of this Contract. The Contractor shall update the website monthly, and more often if necessary, and provide links to the City's website. The website shall include contact information translated into Spanish. The Contractor's website shall minimize "pop-up" windows, and not include adware, spyware or third party tracking "cookies."

2.3.2.2.6 Full Knowledge of Programs Required

The Contractor's customer service representatives shall be able to accurately describe all collection services available to City Customers, including the various services available to Single-Family Residence, Multi-Family Complex and Commercial Customers. For new Customers, customer service representatives shall explain all Garbage, Recyclables, Compostables and Food Scrap 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, and other Customer concerns. Customer service representatives shall be trained to inform Customers of all Recyclables, Compostables and Food Scrap preparation specifications. Policy questions

resolvable by the City shall be immediately forwarded to the City for response. The Contractor's customer service representatives shall have real-time electronic access to customer service data and history to provide efficient and high-quality customer services.

2.3.3 Contractor's Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services provided under this Contract. All Single-Family Residence Customers shall be billed at least quarterly, and Multi-Family Complex and Commercial Customers shall be billed monthly. Customers may be billed prior to receiving service, but the due date (or past due date) shall be no sooner than the last day of service provided under that billing cycle. The bill's due date shall be no sooner than fifteen (15) business days after the date the bill is mailed. The Contractor may make account adjustments for over- or under-charges, provided that under-charges may only be charged for services provided within ninety (90) days of the bill date.

Billing and accounting costs associated with Customer invoicing shall be borne by the Contractor, and are included in the service fees in Attachment B. The Contractor may bill to Customers late payments and NSF ("bounced") check charges, as well as the actual third party costs of bad debt collection. Late fees shall not exceed one percent (1%) per month and NSF charges shall not exceed twenty dollars (\$20.00) per NSF check or actual bank charges, whichever is greater.

Single-Family Residential Customers may temporarily suspend service due to vacations or other reasons for as long and as often as desired in one (1) week increments and be billed pro-rata for actual services received.

All Single-Family Residence Recyclables collection costs and revenues shall be included in the Garbage collection rate and shall not be charged or itemized separately. Subscription Compostables services shall be itemized separately. All Multi-Family Complex Recyclables collection costs and revenues shall be included in the Garbage collection rate and shall not be charged or itemized separately, except as directed at the City's sole discretion. Commercial Customer and Multi-Family Complex Compostables services shall be itemized and charged separately. No surcharges (such as environmental or fuel surcharges) shall be added to invoices for Garbage, Recyclables or Compostables collection, including Commercial Recycling collection, unless specifically authorized in writing by the City.

The Contractor shall be responsible for the following:

- Generating combined Garbage, Recyclables and Compostables collection bills. Bills must include a statement indicating the Customer's current service level, current charges and payments, and appropriate taxes and fees as well as the Contractor's customer service contact information. Space shall be made available on bills for including City contact information at the City's request.
- Accepting, processing and posting payment data each business day.
- Maintaining a system to monitor and report Customer subscription levels, record Extra Unit Garbage and 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 two years.
- Accepting and responding to Customer requests for service level changes, missed or inadequate collection services, and additional services.
- Collecting unpaid charges from Customers for collection services.
- Implementing rate changes as specified in Section 3.1 and 3.3.
- Including lines/space for customer service messages on Customer bills.
- Including Contractor phone numbers for customer service on Customer bills.
- Contractor will provide a discount to Single Family Customers that choose to use a paperless invoicing and bill paying process. The Contractor will notify the Customer of their invoice and accept payment either through a credit card payment feature of the Contractor's website or through the Customer's online banking services. The Customer discount shall be no less than the appropriate current single ounce first class rate as set by the US Postal Service.
- All Customers in any grouping targeted for receipt of printed educational or outreach materials shall be included in Contractor's mass-mailings of such materials regardless of Customer's billing method status (such as web-based invoicing) or Customer's mail receipt method (such as use of a Post Office Box rather than standard curbside mail service).

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 (customer service, service levels and billing history) database. The

Contractor shall ensure that a daily backup of the account servicing database is made and securely stored off-site. The Contractor shall also provide the City with a copy of the customer service database via e-mail or other electronic medium on a quarterly basis. The City shall have unlimited rights to use the customer service database to develop targeted educational and outreach programs, analyze service level shifts or rate impacts, and/or to provide information to successor contractors.

Upon five (5) business 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. City requests for information pertaining to five or fewer accounts shall be provided within one business day.

As set forth in detail below, the Contractor shall provide monthly and annual reports to the City. In addition, the Contractor shall allow the City access to pertinent operations information related to compliance with the obligations of this Contract, such as vehicle maintenance logs, disposal, Compostables and recycling facility certified weight slips, and Customer charges and payments.

2.3.4 Reporting

The Contractor shall provide monthly and annual reports to the City at no cost. In addition, the Contractor shall allow City staff access to pertinent operations information such as disposal facility certified weight slips and vehicle maintenance logs.

2.3.4.1 Monthly Reports

On a monthly basis, by the 15th of each month, the Contractor shall provide a report containing information for the previous month. Reports shall be submitted in electronic format approved by the City and shall be certified to be accurate by the Contractor. At a minimum, reports shall include:

- (1) A log of complaints and resolutions for all collection services and sectors. At a minimum, the complaint log shall include Customer name and/or business name, Customer's service address, contact telephone number, date of complaint, a description of the complaint, a description of how the complaint was resolved, the date of recovery/resolution and any additional driver's notes or comments.

- (2) A tabulation of the number of single family, commercial and multi-family accounts by service level/Container size and service frequency.
- (3) A compilation of program participation statistics including: a summary of multi-family and commercial participation in recycling programs, set-out statistics for Residential Garbage, Compostables and Recyclables collection services, and log of bulky items.
- (4) A compilation of total monthly and year-to-date summaries of Garbage, Recyclables and Compostables quantities by collection sector.
- (5) A summary of Recyclables quantities by collection sector and by commodity, including processing residues disposed and market prices.
- (6) A summary of disposal or tipping facility locations and associated quantities for Garbage, Recyclables and Compostables as well as any changes in processing procedures, locations or tipping fees.
- (7) A description of any vehicle accidents infractions, or insurance claims against Contractor.
- (8) A description of any changes to collection routes, Containers, vehicles (including the identification of back-up vehicles not meeting contract standards with the truck number and date of use), customer service or other related activities affecting the provision of services; and
- (9) Call Center performance as outlined in Section 2.3.2.2.

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

2.3.4.2 Annual Reports

On an annual basis, by the last working day of January, the Contractor shall provide an electronic report containing the following information:

- (1) A consolidated summary and tabulation of the monthly reports, described above.
- (2) A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in Compostables and Recyclables collection programs.
- (3) A discussion of promotion and education efforts and accomplishments.
- (4) An inventory of current collection, delivery, spare and other major equipment, including make, model, year, and accumulated miles.
- (5) A list of multi-family and commercial recycling sites pursuant to Section 2.3.5.

2.3.4.3 Ad Hoc Reports

The City may request from the Contractor up to six (6) ad-hoc reports each year, at no additional cost 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 the City-defined format and software compatibility. These reports shall not require the Contractor to expend more than one hundred (100) staff hours per year to complete.

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 term of the Contract. Information received by the City and in the Contractor's possession shall be subject to existing laws and regulations regarding disclosure, including the *Public Records Act*, Chapter 42.56 RCW and shall be subject to the provisions of Section 6.8 below.

2.3.5 Promotion and Education

The Contractor shall have primary responsibility for providing service-oriented information and outreach to Customers and implementing on-going recycling promotion, at the direction of the City. The Contractor shall also incorporate general waste reduction, minimization and reuse elements in to its promotion and education program.

The Contractor shall maintain a complete list of all Multi-Family Complex sites within the City Service Area, and the status of each site's participation

in Contractor-provided services. The Contractor shall annually contact, by telephone or site visit, the manager or owner of each site to encourage participation and inform the manager or owner of all available services and ways to decrease Garbage generation. Printed informational materials discussing waste prevention and recycling service options shall be prepared and distributed to support contact with Multi-Family Complex and Commercial Customer sites. This contact shall be coordinated with City and King County promotional efforts. The Contractor shall include with its annual report the list of Multi-Family Complex and Commercial Customer sites; Garbage, recycling and Compostables status; Container sizes, service frequency, and types; Customer contact dates and outcome of such contacts; and suggestions for increasing participation or other program improvements.

The Contractor shall keep the public informed of programs and encourage participation through an Annual Service Update. Each fall, the Contractor shall provide an Annual Service Update for each service sector, the format, content and timeframe of which shall be subject to prior review and approval by the City. The Annual Service Update shall be mailed to all Customers and, at a minimum, shall include an informational brochure indicating rates, all services available, preparation and other service requirements, contact information, inclement weather and other policies, a collection schedule calendar applicable to each recipient's routes and other useful Customer information.

The Contractor shall develop, print, periodically update and maintain sufficient quantities of new Customer information materials, the format and content of which shall be subject to prior review and approval by the City. Upon approval, materials shall be mailed to every new Customer prior to the Customer's first billing and shall, at a minimum, include a statement of applicable rules and service policies, rates, services and preparation requirements, collection days in calendar format, Contractor customer service information and City contact information. Contractor's materials shall be TTY accessible and Contractor shall provide alternative language formats upon request.

The Contractor shall permit the City to insert, at no charge, single-sheet information bulletins into Customer bills. When the insert is beyond one page and increases Contractor cost, the City shall pay the incremental difference. The City and Contractor shall work cooperatively for timely inclusion of such materials.

2.3.6 Field Monitoring

The City may periodically monitor collection system parameters such as participation, Container condition, Container weights, waste composition and Customer satisfaction. The Contractor shall assist the City by

coordinating the Contractor's operations with the City's field monitoring to minimize inconvenience to Customers, the City and the Contractor.

2.3.7 Transition to Next Contractor

The Contractor shall be expected to work with the City and any successive contractor(s) in good faith to ensure a minimum of Customer disruption during the transition period. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience.

The Contractor shall provide a detailed updated Customer list, including Customer name, service address, mailing address, and collection and Container rental service levels to the successive contractor within seven (7) days request of the City.

The parties recognize that a failure to comply with this provision will damage the City, but that determination of such damage will be difficult and burdensome; therefore, the parties agree that in the event of a breach of this provision the Contractor, or the Contractor's surety, shall pay the City one hundred thousand dollars (\$100,000.00) for the material breach of this contract provision. Payment shall be made within twenty (20) business days of the end of this contract.

3. COMPENSATION

3.1 Compensation to the Contractor

3.1.1 Rates

The Contractor shall be responsible for billing and collecting funds from Single-Family Residence, Multi-Family Complex and Commercial Customers in accordance with the charges for services listed in Attachment B. The Contractor may reduce or waive at its option, but shall not exceed, the charges listed in Attachment B. The Contractor shall charge Drop-box Customers the actual disposal cost plus ten (10) percent to reflect the Contractor's costs and margin related to handling the pass-through disposal component of that service. These payments 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.

Senior low-income and/or disabled resident discounts of fifty percent (50%) shall be offered to Single-family Residential Customers meeting the following criteria:

1. For senior low-income qualifications, the resident must be the account holder, be 62 years of age or older and have an annual income from all sources of less than \$32,000.
2. For disabled qualifications, the resident shall have an annual income from all sources of less than \$32,000 and proof of disability.

3.1.2 Itemization on Invoices

City, King County and Washington State solid waste, utility and/or sales taxes shall be itemized separately on Customer invoices and added to the charges listed in Attachment B. The Contractor shall not charge separately for the collection of Source-Separated Recyclables other than Commercial Recyclables above the limit of the included embedded Commercial Recyclables program as defined in Section 2.2.7.3. [If a commercial recycling alternative is chosen by the City] The City administrative fee shall not be itemized separately on Customer invoices.

3.1.3 Discontinuing Service for Nonpayment

The Contractor may use any legal means, including appropriate lien rights, to enforce Customer payment obligations and may discontinue service to non-paying Customers provided that such Customers are provided with ten (10) days prior written notice that service will be discontinued for non-payment. The Contractor may charge a one-time twenty dollar (\$20.00) cart redelivery fee to Customers who want to restart service who have previously had their service terminated for nonpayment and had carts removed. The cart redelivery fee shall be applied as a flat charge, regardless of the number of carts delivered (e.g. Garbage, Recyclables and Compostables).

3.2 3.2 Compensation to the City

The Contractor shall also pay to the City a two percent (2%) City fee, based on gross receipts received from Customers, excluding itemized City, County and state taxes, during the prior month on or before the fifth day of each month during the term of this Contract, starting on December 1, 2012. The Contractor shall remit the city fee received on all payments received under this Contract, including Customer payments received after the termination date of this Contract.

The rates included in Attachment B, as modified during the term of this Contract, include the city fee and Customers shall not be separately charged an itemized city fee.

The Contractor shall fully participate with any City billing audit to confirm the Contractor's actual 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 administrative fee may be changed by the City in any year, provided that the change is synchronized with the annual Contractor rate modification described in Section 3.3. The City shall notify the Contractor of the new administrative fee for the following year by September 1st, and the Contractor shall itemize and include the appropriate adjustment in its Rate Adjustment Statement provided October 1st of each year. In the event that the administrative fee is adjusted, either up or down, the Contractor shall add or subtract an amount equivalent to the state excise tax (1.8% in 2010), as may be adjusted from time to time by the State of Washington.

In addition, the Contractor shall be responsible for payment of all applicable permits, licenses, fees and taxes as described in Section 6.13, Permits and Licenses.

3.3 Compensation Adjustments

3.3.1 Annual Rate Adjustment

The Contractor's collection service charges, excluding waste disposal fees, for each level of service shall increase or decrease once every year by eighty percent (80%) of the change in the Consumer Price Index CWURA423SAO for the Seattle-Tacoma-Bremerton Metropolitan Area for Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W 1982-1984) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index (the "CPI Index").

Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

Rates shall be adjusted annually, beginning January 1, 2014 (the "Adjustment Date"). The Contractor shall submit to the City for review and approval a Rate Adjustment Statement, calculating the new rates for the next year, by calculating the percentage change in the CPI Index for the most recent twelve (12) month period ending on August 30th. The Contractor's calculations shall be provided to the City no later than October 1st prior to the Adjustment Date and the City shall have thirty (30) days to confirm the Contractor's rate modification calculations. On City approval, which shall not be unreasonably withheld or delayed, the new rates shall take effect on January 1st of the next year, and Customers shall be notified in November, at least forty-five (45) days prior to the date adjusted rates become effective. Should ratepayers not receive timely notification due to missed deadlines, rate calculation errors by the Contractor, or rate disapproval by the City, implementation of the new rates shall be delayed by one month without opportunity for recovery of lost revenue.

3.3.2 Disposal Fee Adjustments

Disposal Fee adjustments shall be made to Contractor collection rates to reflect increases or decreases in King County disposal fees for solid waste. In the event of a change in disposal fees, the disposal fee component of rates charged to Customers shall be adjusted, based on Container content weights specified in Attachment B of this Contract.

Specific examples of rate modifications due to Consumer Price Index and disposal fee changes are provided in Attachment C.

3.3.3 Changes in Disposal/Processing Sites and Tipping Fees

The Contractor assumes all risk for the processing and marketing of Recyclables and Compostables. If the Contractor is required by the City to use processing sites or markets other than those being used at the initiation of this Contract, the Contractor may submit a detailed proposal for a rate adjustment to reflect any additional costs or savings to the Contractor. The City and Contractor agree to negotiate in good faith any changes to the rates to offset these costs or savings.

3.3.4 Other Modifications

The Contractor shall not adjust or modify rates due to employee wage increases, the value of Recyclables, Garbage collection service level shifts, or other changes affecting the collection system. At the time of the City's decision to extend this Contract through invoking contract extension options, the Contractor can present a request for relief for any adverse market changes that have occurred during the previous period of the Contract. The City is under no obligation to give consideration for those adverse changes as a condition for invoking the contract extension option.

If new City, King County, Washington State or Federal taxes are imposed or the rates of existing taxes are changed after the execution date of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of five thousand dollars (\$5,000) annually, the Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate and if so, to determine the amount and the method of adjustment. Any adjustment in Contractor charges will coincide with the annual rate adjustment process described in this Section 3.3.

3.4 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.

4. FAILURE TO PERFORM, REMEDIES, TERMINATION

The City expects high levels of Customer service and collection service provision. Performance failures shall be discouraged, to the extent possible, through automatic performance fees for certain infractions and through Contract default for more serious lapses in service provision. Section 4.1 details infractions subject to automatic or performance fees, and Section 4.2 details default provisions and procedures.

4.1 Performance Fees

The Contractor may be subject to performance fees for the following acts or omissions if documented in an incident report presented by the City to the Contractor. The City reserves the right to make periodic, unscheduled inspection visits or use other means to determine the Contractor's compliance with the Contract. Deductions for misses will not be applied for collections prevented by weather or holiday rescheduling or collections missed due to labor disruptions during the first week of the disruption. Performance fees are as follows:

ACTION OR OMISSION	AMOUNT
Collection before or after the times specified in Section 2.1.4, except as expressly permitted by the City.	Two Hundred Fifty Dollars (\$250) per truck route (each truck on each route is a separate incident).
Repetition of complaints on a route after notification, including, but not limited to, failure to replace Containers in designated locations, spilling, not closing gates, not replacing lids, use of profanity, creation of excessive noise, collection of Commercial Containers in Residential areas outside hours specified herein for Residential areas, crossing or driving over planted areas, observed reckless driving, or similar violations.	Twenty-Five dollars (\$25) per incident, not to exceed thirty (30) complaints per truck per day.
Failure to collect spilled materials.	Twice the cost of cleanup to the City or King County, plus Five Hundred Dollars (\$500) per incident.
Failure to maintain placards on service	Two Hundred Fifty Dollars (\$250) per

ACTION OR OMISSION	AMOUNT
vehicles as required by Section 2.1.14	vehicle, per day.
Curable Leakage from Contractor vehicles or vehicle contents, observed by the City, its agents or photographed by Customers.	Two Hundred Fifty Dollars (\$250) per vehicle, per day, plus clean up costs.
Failure to collect missed materials within one (1) business day after notification.	One Hundred Dollars (\$100) per incident to a maximum of Five Hundred Dollars (\$500) per truck per day on Single-Family Residence routes and no maximum for Multi-Family Complex and Commercial Customer routes.
Missed collection of entire block segment of Single-Family Residences (excluding collections prevented by inclement weather).	One Hundred Fifty Dollars (\$150) per block segment if collection is performed the following day; Five Hundred Dollars (\$500) if not collected by the following day.
Collection as Garbage or disposal as Garbage of Source-Separated Recyclables or Compostables in clearly identified Containers, bags or boxes.	One Hundred Dollars (\$100) per incident, up to a maximum of One Thousand Dollars (\$1,000) per truck, per day.
Collection of Garbage containing visible quantities of Yard Debris.	Twenty-Five Dollars (\$25) per incident.
Rejection of Garbage, Recyclables or Yard Debris without providing documentation to the Customer of the reason for rejection.	Twenty-Five Dollars (\$25) per incident.
Failure to deliver Detachable Containers to new Commercial Customers within three (3) business days.	Fifty Dollars (\$50) per Container per day.
Failure to deliver carts, Detachable Containers, or Drop-Box Containers within three (3) business days of request to Multi-Family Complex or Commercial Customers.	Fifty Dollars (\$50) per Container per day.
Failure to deliver Garbage, Recycling or Compostables Carts within seven (7) days of request to Single-Family Residence	Fifteen Dollars (\$15) per Container per day.

ACTION OR OMISSION	AMOUNT
Customers.	
Delivery or use of incorrectly labeled or colored Container	Twenty-five Dollars (\$25) per Container per day.
Substantial misrepresentation by Contractor in records or reporting.	Five Thousand Dollars (\$5,000) per incident.
Failure to provide required reports on time.	Two Hundred Fifty Dollars (\$250) per incident.
Failure to maintain clean, graffiti-free and sanitary Containers, vehicles, and facilities.	Fifty Dollars (\$50) per incident, up to maximum of One Thousand Dollars (\$1,000) per inspection.
Landfilling or incineration of Recyclables or Compostables in violation of Section 2.1.11 without the express written permission of the City.	One Thousand Dollars (\$1,000) per vehicle, per incident.
Failure to meet recycling processing performance requirements of Section 2.1.11.	One Thousand Dollars (\$1,000) per month, for any occurrence during that month.
Failure to meet customer service ring and on-hold time performance customer service requirements.	Two Hundred Fifty Dollars (\$250) per incident.
Failure to include instructional/promotional materials when Garbage, Recycling and/or Compostables Carts are delivered.	Fifty Dollars (\$50) per incident.

The parties acknowledge the difficulty in anticipating actual damages to remedy the damage. The parties further agree that the performance fees listed in this Section represent a reasonable estimate of the loss likely to result from the remedy for the damage.

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, except for those listed breaches set forth above, the City reserves the right to exercise any and all remedies it may have with respect to these and other

violations and breaches. The performance fees schedule set forth here shall not affect the City's ability to terminate this Contract as described in Section 4.2.

Performance fees, if assessed during a given month, shall be invoiced by the City to the Contractor. Performance fees may be levied only if documented in an incident report presented by the City to the Contractor. Performance fees shall only be assessed after the Contractor has been given the opportunity, but has failed to rectify the deficiencies of which it has been notified. The Contractor shall 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.

Any performance fees imposed under this Section may be appealed by the Contractor to the City. The Contractor shall be allowed to present evidence as to why the amount of performance fees should be lessened or eliminated. The decision of the City shall be final.

4.2 Contract Default

The Contractor shall be in default of this Contract if it violates any provision of this Contract. In addition, the City reserves the right to declare the Contractor to be in default in the event of any violation, which shall include, but not be limited to, the following:

- (1) The Contractor fails to commence the collection of Garbage, Recyclables or Compostables, or fails to provide any portion of service under the Contract on November 1, 2012 or for a period of more than five (5) consecutive days at any time during the term of this Contract.
- (2) The Contractor fails to obtain and maintain any permit required by the City, King County, or any federal, state or other regulatory body in order to collect materials under this Contract.
- (3) The Contractor's noncompliance creates a hazard to public health or safety.
- (4) The Contractor repeatedly or persistently acts or fails to act in a manner that is subject to performance fees in excess of ten thousand dollars (\$10,000.00) during any consecutive twelve (12) month period.
- (5) 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 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, stating the reasons for such action. However, if an emergency shall arise that does not allow ten (10) days prior written notice, the City shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or initiates efforts satisfactory to the City to remedy the stated reason

and the efforts continue in good faith, the City may opt to not exercise its rights for the particular incident. If the Contractor fails to cure the stated reason within the stated period, or does not undertake efforts satisfactory to the City to remedy the stated reason, then the City may at its option terminate this Contract.

If the Contractor abandons or violates any portion of this Contract, fails to fully and promptly comply with all its 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 declare the Contractor to be in default of this Contract and notify the Contractor of the termination of this Contract. A copy of said notice shall be sent to the Contractor and surety on its performance bond.

Upon receipt of such notice, the Contractor agrees that it shall promptly discontinue the services provided under this Contract. 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. Pending consideration by the surety of said option to assume the services provided under this Contract, the City may employ such work force and equipment as it may deem advisable to continue the services provided under this Contract. The cost of all labor, equipment and materials necessary for such services provided under this Contract shall be paid by the Contractor in full.

In the event that the surety 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 its own work force or by contract, and to procure other vehicles, equipment and facilities necessary for the completion of the same, and to charge the same to the Contractor and/or surety, together with all reasonable costs incidental thereto.

The City shall be entitled to recover from the Contractor and its surety as damages all expenses incurred, including reasonable attorney's 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.

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

5. NOTICES

All notices required or contemplated by this Contract shall be personally served or mailed (postage prepaid and return receipt requested), addressed to the parties as follows:

To City: Director of Public Works
 City of Tukwila

6300 Southcenter Blvd, Suite 100
Tukwila, WA 98188-2544

To Contractor: XXX

6. GENERAL TERMS

6.1 Collection Right

The Contractor shall be the exclusive provider with which the City shall contract to collect Garbage, Compostables and Recyclables and construction/demolition materials placed in Contractor-owned Containers and set out in the regular collection locations within the City Service Area. When asked by the Contractor, the City shall make a good faith effort to protect this right of the Contractor; however, the City shall not be obligated to join or instigate litigation to protect the right of the Contractor. 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 Contractor (without obligating the City to join any such litigation). Such efforts may include but not be limited to cease and desist letters, assistance with documenting violations and other activities as City staff time allows.

This contract provision will not apply to: Garbage, Recyclables or Compostables self-hauled by the generator; Source-Separated Recyclables hauled by common or private carriers (including drop-off recycling sites) from Commercial premises that contain at least eighty percent (80%) recyclable materials; construction/demolition waste hauled by self-haulers or construction contractors in the normal course of their business; Garbage, Recyclables or Compostables handled by retailers or maintenance services who provide ancillary services unrelated to Curb collection services (e.g. carpet installers, furniture delivery/pick-up, site clean-up services which include loading/sweeping, etc.); Compostables generated and hauled by private landscaping services; or Compostables hauled by common or private carriers from Commercial premises that contain at least eighty percent (80%) Compostable materials.

The Contractor shall retain responsibility for Garbage, Recyclables, construction/demolition materials and Compostables once these materials are placed in Contractor-owned Containers and the Contractor shall have no responsibility for these materials prior to the time they are placed in Contractor-owned Containers. The Contractor shall retain revenues it gains from the sale of Recyclables, construction/demolition materials or Compostables. Likewise, a tipping or acceptance fee charged for Recyclables, construction/demolition materials or Compostables shall be the financial responsibility of the Contractor.

The City shall work with the Contractor, other haulers and processors, and other regional governments to develop a reasonable definition of what constitutes legitimate construction/ demolition recycling for the purposes of interpreting

collection authorities. Once a reasonable recycling threshold or “test” is developed with King County, the City and Contractor shall negotiate and amend this Agreement accordingly.

6.2 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 five (5) years thereafter, maintain in an office in Washington State reporting records and billing 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.

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.

The Contractor shall allow the City to interview any person and to review any evidence in the Contractor’s possession or control that may assist the City in determining whether and by what amount: (1) the Contractor is entitled to reimbursement or increased rates under the contract; (2) the City is entitled to a reduction in rates under the contract; or (3) the Contractor is in compliance with the contract.

6.3 Contractor to Make Examinations

The Contractor has made its own examination, investigation and research regarding proper methods of providing the services required under this Contract, and all conditions affecting the services to be provided under this Contract, and the labor, equipment and materials needed thereon, and the quantity of the work to be performed as set forth by the Contract. The Contractor agrees that it has satisfied itself based on its own investigation and research regarding all of such conditions, that its conclusion to enter into this Contract is based upon such investigation and research, and that it shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City that may be erroneous.

With the exception of Force Majeure events or as otherwise provided in this Contract, the Contractor assumes the risk of all conditions foreseen and unforeseen, and agrees to continue to provide services under this Contract without additional compensation under whatever circumstances may develop other than as provided herein.

6.4 Insurance

The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Contract hereunder by the Contractor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Failure to make insurance payments and to keep policies current shall be cause for contract default in accordance with Section 4.2.

No Limitation. Contractor's maintenance of insurance as required by the agreement 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.

6.4.1 Minimum Scope of Insurance

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

- (1) 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. The policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Contractor's Automobile Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsement CG 20 48 02 99 or a substitute endorsement providing equivalent coverage.
- (2) Commercial General Liability insurance shall be written on 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. The Commercial General Liability insurance shall be endorsed to provide the Aggregate per Project Endorsement ISO form CG 25 03 11 85. 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 endorsement CG 20 10 11 85 or a substitute endorsement providing equivalent coverage.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

- (4) Contractor's Pollution Liability Pollution Legal Liability insurance covering losses caused by pollution conditions that arise from the operations of the Contractor.
- (5) Hazardous Waste Hauling. To the Automobile Liability Minimum Scope of Insurance, add Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

6.4.2 Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

- (1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$5,000,000 per accident.
- (2) Commercial General Liability insurance shall be written with limits no less than \$5,000,000 each occurrence, \$5,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.
- (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
- (4) Contractor's Pollution Liability The Pollution Legal Liability insurance shall be written in an amount of at least \$3,000,000 per loss, with an annual aggregate of at least \$3,000,000. Coverage may be written on a claims-made basis.

6.4.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. In the event the deductibles or self-insured retentions are not acceptable to the City, the City reserves the right to negotiate with the Contractor for changes in coverage deductibles or self-insured retentions; or alternatively, require the Contractor to provide evidence of other security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

6.4.4 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:

- (1) The Contractor's insurance coverage shall be the primary insurance with respect to the 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.
- (2) 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.
- (3) The Contractor's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

6.4.5 Acceptability of Insurers

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

6.4.6 Verification of Coverage

The Contractor shall furnish the City with original certificates including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

6.4.7 Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor before commencement of the work. All coverages for subcontractors shall be subject to all of the same insurance requirements as stated herein for the Contractor.

6.4.8 ACORD Form

The policy shall be endorsed to provide the following revised language at the bottom of the ACORD Form:

Replace: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall endeavor to mail thirty (30) days written notice to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company."

With the following: "Should any of the above described policies be canceled, lapse, or be reduced as to coverage before the

expiration date thereof, the issuing company shall mail thirty (30) calendar days prior written notice to the below named Certificate holder and Additional Insured, the City of Tukwila, by certified mail.”

6.5 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond or bonds, letter of credit or other similar instrument acceptable to and approved in writing by the City in the amount of five hundred thousand dollars (\$500,000.00). The bond, letter of credit or other similar instrument shall be issued for a period of not less than one year, and the Contractor shall provide a new bond, letter of credit or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty (60) calendar days prior to the expiration of the bond, letter of credit or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit or other similar instrument in full in the event its renewal is not confirmed prior to five (5) calendar days before its expiration. Failure to make bond payments and to keep the bond current shall be cause for contract default in accordance with Section 4.2.

6.6 Indemnification

6.6.1 Indemnify and Hold Harmless

The Contractor shall indemnify, hold harmless and defend the City, its elected officials, officers, employees, volunteers, agents and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, or injuries, sickness or death to persons, or damage to property, which is caused by or arises out of the Contractor's exercise of duties, rights and privileges granted by the Contract, provided, however, that the Contractor's obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from concurrent willful or negligent acts or actions of the Contractor and the City shall apply only to the extent of the Contractor's negligence.

6.6.2 Notice to Contractor; Defense

In the event an action is brought against the City for which indemnity may be sought against the Contractor, the City shall promptly notify the Contractor in writing. The Contractor shall have the right to assume the investigation and defense, including the employment of counsel and the payment of all expenses. On demand of the City, the Contractor shall at its own cost and expense defend, and provide qualified attorneys acceptable to the City under service contracts acceptable to the City to defend, the City, its officers, employees, agents and servants against any claim in any way

connected with the events described in Section 6.6.1. The City shall fully cooperate with the Contractor in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and defense, but the City shall pay the fees and costs of that counsel unless the Contractor has agreed otherwise. The Contractor shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this Section, and if the City employs separate counsel the City shall assert all defenses and counterclaims reasonably available to it.

6.6.3 Industrial Insurance Immunity Waiver

With respect to the obligations to hold harmless, indemnify and defend provided for herein, as they relate to claims against the City, its elected officials, officers, employees, volunteers, agents and representatives, the Contractor agrees to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by the Contractor's employees that is caused by or arises out of the Contractor's negligent exercise of rights or privileges granted by the Contract. This waiver is mutually agreed to by the parties.

6.7 Payment of Claims

The Contractor agrees and covenants to pay promptly as they become due all just claims for labor, supplies and materials purchased for or furnished to the Contractor in the execution of this contract. The Contractor shall also provide for the prompt and efficient handling of all complaints and claims arising out of the operations of the Contractor under this contract.

6.8 Confidentiality of Information

Under Washington State law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) prepared in performance of this Contract (the "documents") and submitted to the City are public record subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

If the City receives a request for inspection or copying of any such documents, it shall promptly notify the Contractor at the notice address set forth in Section 5 herein and shall give the Contractor ten (10) working days from the date of the mailing of such notice to obtain an injunction prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

6.9 Assignment of Contract

6.9.1 Assignment or Pledge of Moneys by the Contractor

The Contractor shall not assign or pledge any of the moneys due under this Contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days prior notice to the City of such assignment or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

6.9.2 Assignment, Subcontracting, Delegation of Duties and Change in Control

The Contractor shall not assign or subcontract any of the work or delegate any of its duties under this Contract without the prior written approval of the City and submittal of proof of insurance coverage.

When requested, approval by the City of a subcontract or assignment shall not be unreasonably withheld. 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 obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility 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. Furthermore, the assignee, subcontractor or obligor shall be subject to a one (1) year evaluation period during which the City may terminate this Contract on the basis of any material breaches of the terms binding the Contractor.

For the purposes of this contract, any Change in 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. Assignment of this Contract to a subsidiary or affiliate of the Contractor shall not require the City's consent.

6.10 Laws to Govern/Venue

This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue shall be in Superior Court in the State of Washington for King County.

6.11 Compliance With Law

The Contractor, its officers, employees, agents and subcontractors shall comply with applicable federal, state, county, regional or local laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over the subject matter of this Contract, in performing its obligations under the Contract. Such compliance shall include abiding by all applicable federal, state and local policies to ensure equal employment opportunity and non-discrimination. The Contractor shall comply with all applicable laws pertaining to employment practices, employee treatment and public contracts.

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 assessed for the Contractor's failure to comply with the Acts and Standards issued therein. The Contractor is also responsible for meeting all pertinent local, state and federal 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.

6.12 Non-Discrimination

The Contractor will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, any required notices setting forth the provisions of this non-discrimination clause.

The Contractor understands and agrees that if it violates this non-discrimination provision, this Contract may be terminated by the City and further that the Contractor shall be barred from performing any services for the City now or in the future, unless a showing is made satisfactorily to the City that discriminatory practices have terminated and that recurrence of such action is unlikely.

6.13 Permits and Licenses

The Contractor and subcontractors shall secure a City business license if required and pay fees and taxes levied by the City. The Contractor shall have or obtain all permits and licenses necessary to provide the services herein 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 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.

6.14 Relationship of Parties

The City and the Contractor expressly agree that the full extent of the relationship between the Contractor and the City is that the Contractor is at all times an independent contractor of the City with respect to 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.

6.15 Contractor's Relationship with Customers

The Contractor shall not separately contract with Customers for any services covered under this contract. The Contractor is specifically allowed to negotiate separate agreements with Customers for compactor leasing, Commercial Recyclables collection, Commercial Compostables collection, or other related services 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 City contract. These separate agreements must be in writing and shall in no way supersede this contract. These separate agreements cannot have durations any longer than the final date of this contract's term, since the City may, at its sole option, regulate similar or identical services in the successor to this contract.

6.16 Bankruptcy

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Contract, at the option of the City, may be terminated effective on the day and at the time the bankruptcy petition is filed.

6.17 Right to Renegotiate/Amendment

The City shall retain the right to renegotiate this Contract or negotiate contract amendments based on City policy changes, state statutory changes or rule changes in King County, Washington State or federal regulations regarding issues that materially modify the terms and conditions of the Contract. The City may also renegotiate this Contract should any Washington State, King 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 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, alteration or modification, executed by authorized representatives of the City and the Contractor.

6.18 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 terrorism, acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, wars, blockades, public riots, explosions, unavailability of required materials or disposal restrictions, governmental restraint or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, it shall promptly give the City written notice of the Force Majeure event, describing it in reasonable detail. 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 event and only for the period during which the Force Majeure event exists.

6.19 Illegal Provisions/Severability

At the discretion of the City, if any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

6.20 Waiver

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, and executed by the party against whom such 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.

6.21 Entirety

This Contract and the attachments attached hereto and incorporated herein by this reference, specifically Attachments A-C, represent the entire agreement of 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 TUKWILA

By: _____

By: _____

Mayor

Tukwila, WA

ATTEST:

City Clerk,

APPROVED AS TO FORM:

City Attorney,

Attachments:

- A. Service Area Map
- B. Contractor Rates
- C. Rate Modification Examples

Attachment C

Rate Modification Examples

The collection and disposal components of the Customer charges listed in Attachment B will be adjusted separately, as appropriate. The collection component of Customer charges will be adjusted annually, pursuant to this Section and as described below. The disposal component of the Customer charges listed in Attachment B will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment, and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments are provided as follows:

Collection Component Adjustment

The collection component listed in Attachment B will be increased or decreased by the amount of the CPI change:

$$NCC = PCC \times 1 + \frac{nCPI - oCPI}{oCPI} \times 0.8$$

- Where
- NCC = The new collection charge component of the customer rate for a particular service level; and
 - PCC = The previous collection charge component of the Customer rate for a particular service level; and
 - nCPI = The most recent August CPI value; and
 - oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported at the end of August 2011.

Disposal Component Adjustment

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

Step 1:

$$A = ODC \times \frac{NTF}{OTF}$$

Step 2:

$$NDC = A + [(A - ODC) \times CETR]$$

- Where
- NDC = The new disposal charge component of the customer rate for a particular service level; and

- NTF = The new disposal fee, dollars per ton; and
- ODC = The old disposal charge component of the customer rate for a particular service level;
- OTF = The old disposal fee, dollars per ton; and
- A = Pre-excise tax adjusted disposal component; and
- CETR = Current excise tax rate (the current State excise tax rate; 0.018 used for this example).

For example, using the initial one 35-gallon cart rate of \$16.74 per month: if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$95 to \$105 per ton starting on January 1, 2012, the old disposal component is \$3.97, and the State Excise Tax rate is 0.018, the January 2012 Customer charge for one 35-gallon cart per week Residential Curbside service would be:

$$\text{New Collection Component} = \$12.77 \times \left[1 + \frac{(144.3-143.2)}{(143.2)} \times 0.8 \right] = \$12.85$$

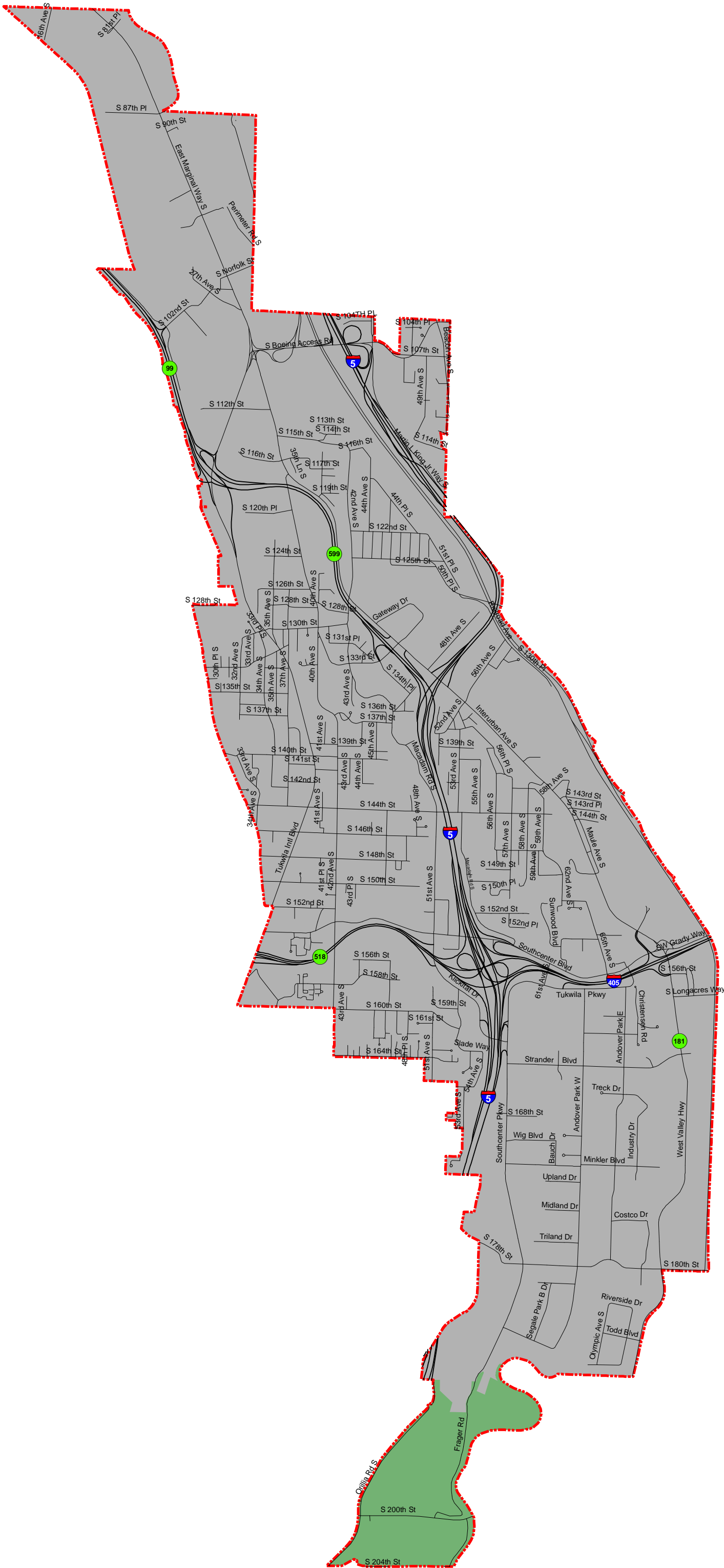
$$\text{New Disposal Component} = [\$3.97 \times (105/95)] \text{ plus excise tax adjustment of } \$0.01 = \$4.40$$

Thus, the new Customer charge for one 35-gallon cart per week Residential Curbside service will be \$12.85 plus \$4.40, equaling \$17.25.

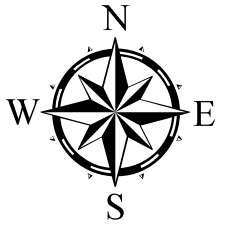


Tukwila Service Area

Attachment A



	Current City Limits
	Pre-Existing City Limits
	Newly Annexed Area



Not to Scale

