City of SeaTac Request for Proposals

Solid Waste Services - November 2023

The City of SeaTac is requesting Proposals from qualified firms for residential and commercial garbage, recycling and compostables collection, and the processing and marketing of collected recycling and compostables. The contract term will be ten (10) years, with the opportunity for one two-year extension.

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

SeaTac is seeking to continue most existing solid waste collection system components under one contract along with service enhancements, including updates to contract language and standards as described in Section 3 and in Attachment C Draft Base Contract. SeaTac also seeks proposed costs for several alternatives.

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- A. Proposal Non-Price Forms
- B. Proposal Price Form
- C. Draft Base Contract
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1 RFP SCHEDULE AND ADMINISTRATOR

SeaTac has set the following tentative schedule for the receipt and review of the proposals. SeaTac reserves the right to modify this schedule if deemed necessary.

Release Industry Review Draft Sep 20, 2023 Industry Review Comments Oct 18, 2023, 3pm

Final RFP Posted & Distributed Nov 8, 2023

First Round Proposer Questions
Second Round Proposer Questions
Proposals Due

Dec 1, 2023, 3pm
Dec 22, 2023, 3pm
Jan 19, 2024, 3pm

Proposal Evaluation & Selection
Finalization of Contract
SeaTac City Council Authorization
SeaTac Executes Contract
May 2024
Start of Collection Services
Jan-Feb 2024
May-2024
May 2024
Jun 1, 2025

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

Mason Giem <u>mgiem@seatacwa.gov</u>
City of SeaTac Public Works
4800 South 188th Street
SeaTac, WA 98188

As described in Section 4.3 Process Integrity, any communications related to this RFP or subsequent evaluation and negotiations with any other City staff, representatives or elected officials can be grounds for proposer disqualification.

2 BACKGROUND AND CURRENT SERVICES

SeaTac's population was estimated to be 32,000 for 2022. Attachment D includes collection data provided by Recology King County, including tonnages by the material stream and customer sector. SeaTac has performed no verification of this reported data.

Single-family residences receive weekly garbage service and every-other-week recycling and compostables services. The recycling and compostables services are embedded in garbage prices. Single-family customers are also currently provided curbside pickup of special item recycling materials placed on or near the cart, such as motor oil, cooking oil, textiles, and batteries.

Multifamily residential services include sites with multiple attached or detached dwellings that are billed collectively for collection service. Multifamily properties are currently serviced with a variety of frequencies from carts, detachable containers, or drop-box containers for garbage, carts or detachable containers for recycling, and carts for compostables. Detachable containers for recycling are provided with slotted lids to reduce contamination. Compostable carts are lined with compostable bags on request. The current contract provides for unlimited recycling services embedded in garbage prices. Compostables service is provided on a subscription basis and collected weekly or twice per week.

Commercial garbage service is provided with a variety of frequencies from contractor-owned carts, detachable containers, and/or drop-boxes, as well as some customer-owned containers. Commercial properties are provided with carts and/or detachable containers for recycling and carts for compostables. A range of sizes and collection frequencies are available. Commercial services include the relevant services to SeaTac Airport.

Currently, unlimited recycling services are provided to all customers as part of the garbage service. The commercial recycling program generally accepts the same materials placed in the cart as the single-family recycling program. The commercial recycling program does not include single-family curbside special item recycling materials. Compostables service is provided on a subscription basis and collected weekly or twice per week.

Customer service and billing is provided by the contractor, who produces and distributes public information about recycling, collection schedules, and promotes new collection services. SeaTac administers the collection contract, coordinates with state, regional, and local agencies, develops and administers solid waste policy, and coordinates waste reduction and recycling outreach within SeaTac.

Residential and commercial services are not mandatory. Current service levels and participation rates were reported by the current contractor, and their data are provided as Attachment B Price Form and in Attachment D Current Services. These customer counts have not been verified by SeaTac and proposers are encouraged to perform their own investigation to confirm customer data as desired. The current services include approximately 45 customers served by Limited Access Vehicles and approximately 44 customers with backyard service for elderly or disability exemption. Attachment D also includes 2023 customer rates under the current service provider.

The current contractor provides discounted rates to eligible low-income seniors based on SeaTac's eligibility criteria and approval. SeaTac currently has approved approximately 50 qualifying customers to receive the 50% utility discount in their garbage service fees.

Additional information about current service may be obtained from Recology King County's website at: www.recology.com/recology-cleanscapes/SeaTac

3 RFP PRIORITIES AND REQUESTED SERVICES

3.1 RFP Priorities

SeaTac desires proposals and future services to support the following solid waste service priorities:

- 1. Superior Operations
 - Continued reliable and responsive services
 - Minimal environmental impacts from operations

• Strong contractor governance and employee support

2. Strong Customer Support

- Convenient customer interface
- Accurate customer information and billing
- Smooth and effective contract transition
- Timely response for on-demand services
- Effective contractor-city partnership

3. High Performing Diversion

- Increased recycling and compost capture
- Expanded compostables service availability for businesses and multifamily sites
- Convenient options for special item recycling

4. Affordable Customer Prices

- Low customer bills
- Minimal customer risk for future price changes

3.2 Base Services

SeaTac requests proposals from qualified proposers for garbage, recyclables, and compostables collection for all sectors, disposal through the King County Disposal System, and the processing and marketing of collected recycling and compostables. The future contractor shall start services under the awarded contract on **June 1, 2025**.

The service descriptions in this Section 3 provide a general overview and summary of SeaTac's requested Services. Proposers must carefully review Attachment C Draft Base Contract for the detailed and specific service and contract requirements.

The selected contractor shall be responsible for all aspects of the contracted services, including but not limited to the comprehensive provision of all trucks, waste containers, equipment, labor, supervision, and supplies necessary to perform the services. All collected garbage shall continue to be delivered to the King County Disposal System per SeaTac/King County Interlocal Agreement.

The new draft base contract will continue current service frequencies and most options for all sectors and wastes, as described in Section 2, while adding a few restrictions and enhancements. The new draft contract replaces unlimited multifamily and commercial recycling with maximum recycling service of up to 200% of subscribed garbage services. The RFP base contract retains subscription-based compostables cart services for requesting multifamily and commercial customers, while also adding initial embedded *cart-based* service for up to 100 new participating customers at a time, lasting up to one-year per customer. Compostable cart lining services will be available for multifamily and commercial accounts. The new contract adds commercial 1-yard

and 2-yard detachable container compostables services for a monthly service fee. Special items that have been collected on or next to single-family recycling carts will no longer be collected, such as oil, textiles, batteries.

Specifications for base operations include Renewable Natural Gas (RNG) or Renewable Diesel (RD) collection trucks that are model year 2024 or newer with electric support vehicles. The selected contractor will provide color-coded and leak proof waste containers. SeaTac's current contract allows SeaTac to assume ownership of all carts and detachable containers at the end of the contract at no additional cost, and purchase drop-box containers at half the current new price. If desired by the selected contractor, SeaTac will assume ownership of existing containers and transfer ownership to the contractor. If this is the case, the future contractor would incur the described drop-box costs.

The contractor shall be responsible for providing all customer service functions relating to service delivery, including informing customers of potential service levels and charges, receiving and resolving customer complaints, dispatching drop-box container pick-ups and special collections, and directly billing all residential and commercial customers. The contractor will provide low-income service discounts of 50% for qualified low-income customers that are approved by SeaTac, based on established criteria.

Collection costs for the contractor will be adjusted annually to reflect 100% of the change in local consumer price index. Disposal costs will be adjusted annually to reflect changes in the King County tipping fee and the fixed annual charge. The final method for allocating the fixed annual charge to customer rates and disposal payments will be negotiated between SeaTac and the selected finalist.

The contractor shall produce and distribute public information about services, prices, recycling and composting opportunities, customer expectations, collection schedule changes (such as holiday hours), and the promotion of new collection Services. The Contractor will provide successful customer education, site assistance, container monitoring and audits to reduce contamination and increase diversion. The contractor will have primary responsibility for all customer materials (subject to SeaTac's review).

3.3 <u>Alternative Services</u>

SeaTac has also identified several service alternatives for which it seeks pricing. Proposals will provide price variation for these on the Attachment B. Price Form. Proposers can also provide context for their alternative price responses as part of Section F in their proposal. Omitting pricing from one or more alternatives can result in a determination that a proposer's proposal is non-responsive.

1. Electric truck transition: Under this alternative, the contractor would phase in four or more full-size class 8 electric battery route trucks, including 2 or more EV trucks in 2026 and 2 or more EV trucks in 2027. Any collection trucks to be phased out, as these EV trucks begin services, would not be required to be model year 2024 or newer at the start

of the contract. Please provide the decrease (-) or increase (+) in dollars per year to your initial annual gross revenue requirement associated with this alternative.

- 2. Customer credits for extended service interruption: The proposed base contract requires all wastes to be collected, on a delayed schedule, if services are postponed due to unsafe collection conditions, labor interruptions, or other system interruption. This alternative would require the contractor to provide full recovery collections, as under the base contract, while also providing a customer credit of \$3.00 per single-family account if services are interrupted for more than one week.
- 3. Multifamily compostables cart service embedded: The base contract includes subscription compostables cart services for multifamily customers, with embedded service provided to up to 100 new participating customers at a time, lasting up to one-year per customer. Under this alternative, all multifamily customers will be allowed ongoing embedded compostables service of up to two carts collected weekly service or one cart collected two time per week. Customers must request service and use it properly. Please provide the increase in dollars per year to your initial annual multifamily garbage service gross revenue associated with this alternative.
- 4. Commercial compostables cart service embedded: The base contract includes subscription compostables cart services for commercial customers, with embedded service provided to up to 100 customers at a time, lasting up to one-year per customer. Under this alternative, all commercial customers will be allowed ongoing embedded compostables service of up to two carts collected for weekly service or one cart collected two times per week. Customers must request service and use it properly. Please provide the increase in dollars per year to your initial annual commercial garbage gross revenue associated with this alternative.

3.4 <u>Proposer Variations</u>

SeaTac encourages proposer innovation and initiatives in their proposals through variations to the draft base contract and terms that could enhance services or reduce costs for SeaTac customers.

4 PROPOSER INSTRUCTIONS

4.1 RFP Documents, Notifications and Questions

Interested potential proposers shall email the RFP Administrator, listed in Section 1, of their interest by the due date of the first round of proposer questions, including the name, email address, and phone number of the person to whom the RFP communications, addenda and related information should be directed. SeaTac will provide addenda and other subsequent information to proposers that have emailed the RFP Administrator as described above.

Interested proposers will carefully examine all proposal documents, as provided by the RFP Administrator, for proposer compliance with RFP requirements. In making the proposal documents available, SeaTac does so only to obtain proposals and does not confer a license or grant for any other use of these documents.

Potential proposers will inform SeaTac in writing of any questions, comments, conflicts, objections, errors, omissions, or other clarifications on any document or portion of the proposal documents, including but not limited to the base contract requirements. Potential proposers shall include objection to any RFP or base contract terms that the Proposer cannot meet and/or that a proposer believes could be preferential to a particular party.

RFP questions must be received by the time and date listed in the Section 1 RFP Schedule to be considered. SeaTac will provide written responses on all questions for all interested proposers that provided notice of interest as described above. Proposers shall note receipt of all addenda on the completed Form 5 (Certification) submitted with a Proposal. SeaTac reserves the right to modify the RFP, proposed base contract or any other proposal documents before the receipt of proposals with notice to parties that submitted a written notice as described above.

4.2 <u>Process Integrity Requirements</u>

Each proposer is individually and solely responsible for ensuring compliance with the Process Integrity Requirements, as described in this section. This responsibility extends to potential proposer's employees, agents, consultants, lobbyists, or other parties or individuals engaged to develop or support a proposer's proposal or proposed services. Proposers shall comply as follows:

- All regular solid waste collection service-related communications with SeaTac shall be only through SeaTac's RFP Administrator identified in Section 1. Proposers or their agents shall not contact other SeaTac staff, appointed or elected officials, consultants retained by SeaTac, or other agents of SeaTac regarding current or future solid waste collection services from the time the industry review version of the draft is made available to prospective proposers until the time a finalized contract and/or SeaTac recommendation of selected proposer is made public in the City Council agenda packet.
- When seeking information from SeaTac to prepare a response, proposer shall rely only
 on written information, RFP materials, and Addenda provided by SeaTac's RFP
 Administrator. Any reliance on other information and publications by SeaTac may result
 in a non-responsive proposal due to inaccurate or incomplete information. SeaTac shall
 not be liable or responsible for inaccuracies or incomplete information outside the RFP
 and proposal documents, including any attachments.
- Any information and materials to be utilized by SeaTac during the proposal evaluation and selection process shall be included as part of the original proposal. The only exception would be for information or materials submitted in response to a specific request for proposal clarification from SeaTac's RFP Administrator.

A proposer may be disqualified and, if so, shall forfeit its Proposal Security Bond if SeaTac, in its sole discretion, determines the proposer has failed to comply with the specific Process Integrity Requirements outlined in this section, has undermined SeaTac's intention of conducting a fair and transparent competitive procurement process, or has otherwise substantially diminished SeaTac's ability to award a contract promptly and free of contention.

SeaTac reserves the sole right to disqualify any proposer at any point in the process before contract award for failure to comply with the Process Integrity Requirements. SeaTac also reserves the right to disqualify any proposer, at any time, for fraud, any material misrepresentation, illegal conduct, or any act or omission that SeaTac determines reflects poorly on SeaTac.

4.3 Investigation of Local Conditions

Each proposer shall conduct any investigation of SeaTac's service area, projected customer counts, types and quantities of customer-owned equipment, markets, processing facilities, and other conditions deemed necessary by the proposer to submit a responsive proposal. Each proposer shall become familiar with local conditions that may affect costs, implementation, progress, performance, or furnishing of services or equipment required under the base contract.

Proposers shall, at their own expense, conduct any additional research regarding information and data that may affect costs, implementation, progress, performance, or furnishing of the Services or equipment required under the draft base contract, and that the proposer deems necessary to factor into its proposal.

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

Proposers are expected to be knowledgeable about the service area, to understand SeaTac's terrain, streets, and alleys, and know the locations of carts, detachable containers, and other receptacles used for garbage, recycling, and compostables collection. Proposers are also expected to confirm and assure to SeaTac's satisfaction that their equipment and personnel can make the collections and provide the services called for under the draft base contract.

4.4 Representations

The submission of a proposal shall constitute an incontrovertible representation by the proposer that the proposer has complied with every requirement of these instructions without exception, and the proposal is premised on the proposer being able and willing to perform and furnish the

services, labor, and equipment required by the proposal documents by such means, methods, techniques, sequences, or procedures as are required by the proposal documents. Moreover, the proposal documents are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance and furnishing of the services and equipment required under the draft base contract.

4.5 Accommodations Statement

City of SeaTac does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA. The City is committed to meeting the requirement of the American with Disabilities Act (ADA). To access this documentation in other formats please contact: fcabudol@seatacwa.gov

4.6 Public Disclosure

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

4.7 <u>Proposal Preparation</u>

Proposals should be completed by the date and time indicated in the RFP Schedule in Section 1 and delivered to:

SeaTac City Hall (Attention Mason Giem) 4800 South 188th St. SeaTac, WA 98188

Proposals must be enclosed in a sealed package, marked with the words "PROPOSAL ENCLOSED CITY OF SEATAC SOLID WASTE COLLECTION" and marked to indicate, without being opened, the name and address of the Proposer. SeaTac staff will stamp the date and time of receipt on the sealed package.

The sealed proposal package shall include an envelope containing the Proposal Security Bond and all other required proposal documents, including completed and signed proposal forms. The

Certification of Proposal – Declaration of Understanding (Form 5) shall be executed by proposer or proposer's duly authorized officer or agent.

Proposers shall submit one original (printed and double-sided), and two printed and double-sided copies of the proposal forms and other supporting documents. The proposal and all proposal forms shall be signed by an authorized person where indicated. Electronic signatures with digital certification will be accepted. Proposals shall be stapled or provided in a 3-ring binder, sealed, typed, and prepared on both sides of 8 ½" 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 shall be numbered and sections clearly identified.

In addition to the printed copies, proposer shall provide an identical electronic copy (.PDF format) of its Proposal and all Proposal Forms and the completed Price Form in a Microsoft Excel format. PDF files shall be less than 15 MB in size.

Proposals should include responses to all content guidance from RFP Section 5 Proposal Content and all completed proposal forms. All blank spaces in the Proposal Forms shall be completed to be considered, and no changes shall be made to any of the Proposal Forms other than those necessary to accommodate electronic signatures.

At its sole discretion, SeaTac may deem any proposal non-responsive that contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or unbalanced, or any proposal that in any manner fails to conform to the conditions of this RFP. SeaTac may, at its sole discretion waive irregularities in any or all proposals.

SeaTac does not require financial statements to be provided as part of proposal submittals; however, SeaTac reserves the right to request supplemental materials from proposers to demonstrate to SeaTac's satisfaction that any proposer is fully capable to undertake this contract and its associated services.

By submitting a proposal, the proposer is committing to commencing collection services by <u>June</u> <u>1, 2025</u>, and to comply with each term of the contract and the corresponding portion of its submitted proposal.

The proposer shall complete and sign its proposal in ink or electronically in the blank space provided. All names shall be typed or printed below the signature, along with evidence that the proposer is a duly organized and validly existing business, licensed to do business in SeaTac and Washington State. If not licensed, then the proposer shall provide a sworn statement that it will become licensed if selected as the successful proposer before executing the contract.

The legal name of the proposer submitting the proposal shall be typed or printed in the space provided at the bottom of each page of the proposal forms. Proposals by corporations shall be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign). Proposals by partnerships shall be executed in the partnership name and signed by a partner whose title shall appear under the signature.

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

4.8 Proposal Security Bond

Each proposal shall be accompanied by a Proposal Security Bond (PSB) made payable to the City of SeaTac of thirty thousand dollars (\$30,000) and the PSB form as provided in the proposal forms.

SeaTac shall retain the PSB from the selected proposer until that proposer has executed the solid waste contract with SeaTac and furnished insurance and a performance and payment bond as required pursuant to the contract, whereupon the PSB shall be released. If the selected proposer fails to execute and deliver the contract, as negotiated and fails to deliver required contract documents within one week after the contract is finalized and ready for execution, SeaTac may withdraw its offer to contract with the selected proposer, and the PSB of that proposer may be forfeited.

In that event, the PSB of the selected proposer shall be retained as liquidated damages by SeaTac. By submittal of a proposal, the proposer agrees that this sum is a fair minimum estimate of the damages that SeaTac will sustain if the selected proposer fails to execute the contract or furnish proof of insurance acceptable to SeaTac. SeaTac does not waive its rights to recover additional damages it incurs above the PSB amount.

The PSB of other proposers may be retained by SeaTac until after (1) the contract execution or (2) 180 days after the Proposal due date, whichever is earlier, whereupon the PSB furnished by such proposers shall be released.

4.9 Proposal Costs

SeaTac shall not be responsible for any costs incurred by any proposer in preparing, submitting, or presenting its response to the RFP, interview process, or in accommodating any inquiries made during evaluation, or any expenses in connection with the finalization of the contract.

4.10 Modifying or Withdrawing Proposals

Before the time and date designated for submitting final proposals, any proposal submitted may be modified or withdrawn by written notice to SeaTac. The proposer shall notify the RFP Administrator in writing and shall include the signature of the proposer. SeaTac shall only consider notice of proposal modification or withdrawal if SeaTac receives it before proposal deadline.

5 PROPOSAL CONTENT

SeaTac seeks concise proposals that outline the equipment, facilities, staff, resources, and approaches that the contractor intends to use to provide services and confirm that the proposer has sufficient depth and experience. The descriptions below provide guidance for the format and content of proposals and the approach to be used in development and presentation. Please do not attach unnecessary vendor information, letters of support, or other extraneous materials.

Proposals shall follow-up the format, content and order outlined below:

A. Executive Summary

Provide a brief overview of your proposal and highlight the key elements (max 6 pages).

B. Proposer Identification

Provide the name of your entity, home office address, Washington business address, Washington agent's name, address, email address, and telephone number, and the name, address, phone number, email address, website address, and title of the person to be contacted concerning the proposal. If proposer is a subsidiary, state the parent company name, the home office address, telephone number, and parent company website address and describe the parent company's relationship to the proposer.

State whether the person signing the proposal has the authority to sign on behalf of the proposer. 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 proposer is duly organized and validly existing business in good standing and licensed to do business in SeaTac. If a proposer is not licensed to do business in SeaTac, then the proposer shall provide a sworn statement that it will secure a SeaTac business license if selected as the successful proposer before executing the contract.

C. Proposed Operations and Experience

C. 1 Operations Base

Identify your proposed maintenance and support facility locations, structures, and zoning.

C.2 Fleet

Describe the type and quantities of all primary, support and spare fleet vehicles you plan to use for the contracted services. Identify vehicle chassis and body for collecting of residential, commercial, multi-family, and drop-box service sectors. Identify for each vehicle type: the number of compartments; the compartment capacity; total weight and volume capacity of the vehicle; loading characteristics; and fuel type.

SeaTac desires to support electric fleet transition over the duration of the contract. Describe your experience and how you would approach moving to an electric fleet, under both the base proposal and the relevant alternative proposal.

C.3 Environmental Impacts

Outline systems and steps taken to reduce environmental impacts and greenhouse gas emissions from your local operations. Estimate greenhouse benefits from any significant advancements, such as new efficiencies or low carbon fuels. Highlight any other key elements of your regional sustainability commitments.

C.4 Waste Containers

Describe the containers and labels to be used for all waste types and customer types to meet SeaTac base specifications under the proposed base contract. Clarify your initial process clean, relabel and replace any containers transferred from the current contract. Outline your process to ensure all containers are successfully maintained and do not leak during storage or operations.

C.5 Route Management

Describe your route management system and how routes are initially developed and modified over time, how your on-board computer systems manage route progress, route changes, service exceptions, and diversions from regular routes due to road maintenance, inclement weather or other unforeseen needs to deviate from the planned route. Also, clarify how the on-board system communicates with your call center account system to provide close-to-real-time updates for each customer during the collection day.

C.6 On-Demand Service

Describe your capacity and any limitations in providing 24/7 collection to support for on-demand large drop-box and compactor customers.

C.7 Missed Pickup Response

Describe your procedures for handling missed collections and how this approach minimizes repeat misses. Outline your approach to address customers who repeatedly report justified misses, and your approach for customers who repeatedly report unwarranted misses.

D. Recycling and Composting Operations

D.1 Contamination Reduction

Describe your preferred contamination reduction plan by sector, including thresholds for tagging and collecting versus tagging and leaving containers. Clarify content monitoring for any automated collection equipment that limits inspection during servicing. Clarify when and how relevant customers are contacted to address and monitor continuing problems, including any additional route monitoring or separate sampling. Describe service suspension and resumption thresholds and process.

D.2 Recycling Facilities

Describe your proposed recycling processing facility, including location, hours of operation, daily processing capability, 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 base contract. Specifically, address how commingled materials are currently processed, and the average rejection or contamination rate experienced by your firm or contracted processor.

D.3 Composting Facilities

Describe fully your proposed compostables processing facility, including location, hours of operation, tons of material currently processed per day, current and future annual processing capability and permitted capacity, current and future processing commitments outside of this contract, and the capacity to process the compostables under this contract. If your proposed composting facility is planned but does not currently exist, please identify a fully permitted and operational facility that could serve as your primary facility if your proposed facility is unavailable at the start of the contract.

D.4 Commodity Markets

Describe the expected destinations and markets all recycling and compostables commodities. Clarify your approach and commitments to avoid challenging or lower value downstream markets such as fuels, low quality compost, exported plastics, etc. Confirm the level reporting and transparency you will provide SeaTac on product destinations. Outline any proposed opportunities for discounted or free compost products that would be available to SeaTac residents and city services.

E. Local Management and Experience

E.1 Operational Experience

Describe the experience of your team (both individuals and the corporate, partnership, or entity team) in providing the services like those requested in this RFP. Provide examples of similar services and contracts performed, including the scale of annual revenues, tonnages, and the number of customers.

Describe any significant challenges encountered in establishing service, collecting solid waste, or collecting, processing, and/or marketing recyclables or compostables, along with a description of how such significant problems were resolved to the satisfaction of customers. Provide your experience and resolutions for contract compliance, including disputes, performance fees, responsiveness, disaster recovery, labor relations, and city collaboration.

Provide references for similar projects described, with direct operational management responsibility over the proposer's contract and complete knowledge of the proposer's detailed performance provided under that contract.

E.2 Key Personnel and Resumes

Provide the names, entity affiliation, telephone numbers, and email addresses of key individuals integrally involved in the proposal. Provide an organizational chart or other means of explaining the interrelationships between the team members.

Supply the names and resumes of the principal officers, partners, or other officials of each entity involved in performing substantive responsibilities required under the contract and provide the names and resumes of the individuals who will be directly responsible for implementing the contract. At a minimum, include the general manager, operations manager(s), financial officer, outreach manager, customer service manager(s), the person who will be managing the contract with SeaTac (such as, government relations manager), and other personnel with whom SeaTac will have regular contact with during the administration of the contract. Describe the ownership, managerial, and/or fiduciary role of each participating companies.

E.3 Prior Litigation and Violations

List any entity, partner, holding company, or subsidiary involved in this proposal (including subcontractors directly providing services to customers), or any corporate officer that has been involved within the past five years in any litigation or arbitration, including but not limited to any action or claim: arising out of the procurement or performance of a municipal solid waste collection contract; arising out of the performance of a processing or marketing contract; arising or connected with violation of state or federal antitrust 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. The above disclosure should be limited to Pacific Northwest (Washington, Oregon, Idaho, and British Columbia) operations and personnel. Summarize the general circumstances of each action or claim to the extent authorized by the non-disclosure provisions (if any).

E.4 Subcontractors

List all items of work or elements of the services to be performed by subcontractors and the subcontractors' names, qualifications, and resumes. Also, list the equipment and supplies to be purchased from vendors. Provide an estimate of cost, expected date of purchase, and time necessary for delivery for these purchases. Identify any subcontractor used for customer-facing operations such as container delivery or maintenance.

E.5 Staff Support

Outline your local programs to support staff and your approach to address equity and inclusion for employees.

F. Customer Support

F.1 Customer Billing and Contact Systems

Outline your overall approach to customer service and how the various elements of customer service (call center, web-based, outdial messaging, and mobile app) work together to provide excellent customer service and enhance two-way communications between contractor and customer.

Clarify the customer options through your website, opportunities for customers to interface with customer service representatives, and manage their accounts and service requests online through website and mobile app elements. Describe how service requests made via all platforms are integrated without duplicative response. Describe any recent innovations in real-time customer service and response.

Describe your customer billing system, internal controls, and privacy and cyber security protections.

F.2 Customer Contact Staffing & Performance

Provide the location and staffing levels at the call center facility that will support SeaTac services. 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 performance. When call center staff handle calls from more than one city or service area, describe the procedures and aids used by those staff to address calls from different service areas without delay in responses or confusion to customers.

Discuss how long it takes you to respond to service calls by line-of-business, how you monitor and adapt your staffing to minimize your response time, how the resolution of each service call is performed promptly, and how this is tracked and routinely reported as part of internal performance evaluation as well as required periodic reports.

F.3 Transition Operations & Experience

Outline your proposed transition and implementation plans to ensure an efficient and successful initial implementation. Identify the major phases, timeline, and challenges for the transition and implementation plan, including procurement and delivery of vehicles, containers, and other equipment, contingency plans, and other considerations.

Describe your work with the existing contractor to ensure a smooth transfer of information and container exchanges promptly before the service start date. Identify the individuals involved in the transition and their qualifications for successful transition.

Provide your prior experiences implementing collection operations and customer services like those specified in the contract, including how the transition between the previous contractor was handled and how you developed accurate customer service level and billing data if the predecessor's records were unavailable.

F.4 Transition and Service Outreach

Describe and provide examples of customer outreach for initial service transition and ongoing service promotion. Describe service outreach for all sectors and your approach to equity and inclusion in your outreach programs and tools you would use to reach all SeaTac communities.

F.5 City Coordination & Reporting

Provide your approach to effectively partnering with City staff. Describe in detail the manufacturer and model of equipment and software used to maintain route lists, customer service histories, and the ability to provide reports of customer-specific information and data requested by SeaTac.

G. Recycling and Composting Support

G.1 Special Item Recycling

SeaTac customers appreciate convenient opportunities to recycle common items that are not acceptable in the recycling cart, such as foam blocks, textiles, motor oil, and other special items. Describe any additional items that you would provide curb collect (outside of the cart) and/or at temporary or permanent free drop-off sites. Clarify bulky and special item recycling services that you propose to provide for multifamily residents. Confirm if an appointment or request would be required, on any limitations, for curb set-out or drop-off.

G.2 Diversion Performance

Describe your planned approach to increase multifamily and commercial diversion levels and reduce contamination levels. Detail the communications, outreach, assistance, site visits and audits, container and load inspections onsite or at the recycling facility, and the technological or operational innovations you propose to decrease contamination and increase recycling and composting, especially for commercial and multifamily sites. Provide examples of where your approaches have been effective, how effectiveness is measured, and provide informational materials developed and used by your staff.

G.3 Outreach Staffing

Clarify the staffing, roles, and other resources committed to diversion outreach and assistance for SeaTac. Identify functions or programs performed consistent with base contract outreach terms versus additional or enhanced outreach or incentive programs beyond the requirements.

H. Proposal Forms

Fully complete and attach all proposal forms from Attachment A.

Proposers shall provide complete and detailed responses to each question. If the proposer fails to do so, its proposal will likely be deemed non-responsive and may be rejected by SeaTac. During the execution of services, SeaTac shall consider information submitted by the selected proposer to be binding. Any substitutions or deviations from the information provided may only be approved in writing by SeaTac.

If additional space is needed to respond to a question or provide additional information that cannot be written on the forms, then items shall be attached to the individual forms that correspond to the pertinent information. Oversized or bulky information such as drawings or bound documents shall be submitted under a separate cover, labeled to indicate the form number and content to which the information pertains.

I. Proposed Prices and Variations

1.1 Base Prices

Fully complete the Attachment B Price Form in Microsoft Excel with all proposed unit prices for all service levels. Proposers **complete all green-shaded blanks** on the price form, including the monthly service component for all scheduled and other services and container weights for all scheduled garbage Services. For some **miscellaneous services**, **blue-shaded preset rates** have been entered on the Price Form rather than requesting proposers to propose their rates. Proposers shall use these listed rates in their revenue calculations and shall not provide different proposed rates for those services. All values shall be truncated to two decimal places (\$0.01).

The service component of the proposed prices shall be provided in **year-2024** dollars, and the disposal component will be calculated based on proposed container weights and anticipated 2024 King County disposal fees unless SeaTac directs otherwise by RFP Addendum. Both components of the rates should include SeaTac's 5.3% administrative fee.

Under the contract, the final agreed 2024 prices will be adjusted for June 2025 services based on the Consumer Price Index inflation for one-year ending June 2024, and based on King County's adopted 2025 tip fee and 2025 fixed annual charge, as allocated by the Contractor and SeaTac. These adjustments for 2025 are intended to reduce the proposer's risk of inflation between the time rate is proposed and the start of services.

For evaluation purposes only, the price form includes approximate container counts. Yellow highlighted counts reflect approximate current services. Orange highlighted counts are proxy counts where approximate expected counts are not known.

For evaluation purposes only, the price form uses an estimated 2024 *combined* disposal fee of \$185 per ton, based on King County 2024 tip fee and an estimated per ton allocation of the fixed annual charge, as allocated across current SeaTac disposal amounts. The final allocation of disposal fees will be confirmed in final negotiations between SeaTac and the selected finalist to incorporate either per ton or per volume customer allocation of the fixed annual charge, as agreed by the parties.

Proposed fees include all capital, labor, disposal, material processing, and other operating costs, including administration, management, profit, contract fees, and incidental taxes (e.g., sales tax on capital equipment and containers, tire and fuel taxes, B&O/excise tax). State refuse tax, sales taxes on listed container rentals, and SeaTac utility taxes shall be excluded from the Proposal rates. Container counts are included only for price evaluation. Proposers are responsible for developing their own internal service level profile forecasts reflecting their estimates of growth that may occur by the start of the contract and thereafter.

Single-family fees shall include:

- Garbage, recycling, and compostables collection
- Garbage disposal, recycling and compostables processing, revenues from the sale of commodities

Cart provision costs

Multifamily and commercial detachable container and cart service fees shall include:

- Garbage and recycling collection
- Garbage disposal, recycling processing, and revenues from the sale of commodities
- Compostables collection and processing for up to 100 customers per year
- Cart provision costs

Subscription fees for multifamily and commercial cart compostables services shall include collection, processing and cart provision.

Multifamily and commercial drop-box fees include garbage and recycling collection, recycling processing costs, and revenues from the sale of commodities, but do NOT include container rental and garbage disposal (both charged separately). Temporary detachable container service fees do not include container rental fees and temporary disposal-box service fees do not include container rental or disposal costs charged separately.

1.2 Alternative Prices

Fully complete all alternative price adjustments at the end of Attachment B Price Form. The requested alternatives are described in RFP Section 3.3. Proposers should also provide any relevant context for the costs, savings, customer opportunities, and delivery of the alternatives.

1.3 Proposer Variations

Describe any proposed variations from the attached SeaTac draft base contract that the proposer anticipates could reduce costs or improve services to SeaTac customers.

Proposer variations could include proposed changes to inflation adjustment indices, contract length, alternative fleet age profile or fuel requirements, recycling commodity adjustments or surcharges, waiving a subset of customer fees, changes to compostable service provision, or any other revisions that the contractor believes could result in significant customer benefit and align with SeaTac priorities.

For any proposed variation, proposers should describe the reason for the recommended revision; propose specific changes to draft contract text; and clarify impact to your proposed prices.

6 SEATAC REVIEW AND EVALUATION

SeaTac intends to provide a fair, open, transparent, and competitive RFP process and proposal evaluation. Proposals shall be evaluated with quantitative review of proposed base prices and qualitative review of proposals and proposers, including proposal content, reference checks, interviews, and/or site visits. SeaTac's proposal evaluation committee shall review all proposals under the steps and criteria described below with the highest combined qualitative and price scoring used to identify a recommended selected proposer.

As part of the RFP evaluation process, SeaTac reserves the right to contact city staff from other jurisdictions, visit proposer's facilities, meet any of the proposer's staff and personnel, waive irregularities in any or all proposals, retain independent consultants for assistance in evaluating proposals and provide proposal materials to those consultants, seek other investigations, inquiries, reviews, or clarifications which would allow SeaTac to make informed decisions.

6.1 Proposal Responsive and Proposer Qualifications (pass/fail)

Proposal will be deemed responsive if all requested information is provided in format requested, all questions answered and all forms completed, including the signed proposal bond forms. SeaTac may contact any proposers meeting these initial criteria for clarification. SeaTac may disqualify any proposer not meeting these initial requirements and the right to waive irregularities in the proposals.

Proposers shall submit all information related to their ability to successfully perform the work described in the RFP. Proposers who do not clearly outline their proposed services, equipment, and approaches, or clearly demonstrate their ability to perform the requested services may be disqualified.

6.2 Proposal and Proposer Review (45 points)

SeaTac proposer evaluation committee will evaluate all proposals and proposers, as responsive to RFP Priorities in Section 3.1 and to all elements of Section 5, including:

- Collection and processing operations, systems, and prior performance (15 points);
- Customer service approach and prior performance (10 points);
- Recycling and composting diversion approach (10 points);
- Strong alternative pricing and responsive proposer variations (10 points).

The committee will consider proposal content along with references, potential site visits, interviews with proposer staff, and any other relevant information obtained by SeaTac.

Proposers must demonstrate knowledge, skills, innovation, creativity, experience, and capacity to design, deliver, manage, and provide all aspects of customer service, staffing, operations, maintenance, outreach and education, marketing, procurement, financial management, contingency planning, sustainability performance, and other aspects associated with the provision of services described in the RFP and draft base contract.

6.3 <u>Base Price Review (55 points)</u>

SeaTac will compare aggregate costs for all base price proposals, based on the unit prices submitted by proposers and estimated customer counts provided by SeaTac in the Attachment B Price Form. The aggregate prices shall be scored according to the following formula:

Subject Proposal Rate Score = (Lowest Proposal Rate Total/Subject Proposal Total) x 55 points

6.4 Finalist Selection

Total combined proposal scores shall be evaluated in comparison to other proposals or on a stand-alone basis. Contract finalization shall proceed with the selected proposer. If contract finalization with the selected proposer is not successfully concluded promptly, which is to be determined by SeaTac in its sole discretion, contract finalization may proceed with another proposer. The resulting finalized contract shall be submitted to SeaTac's elected officials for review and ratification.

The selected proposer is expected to be prepared to execute the draft base contract in Attachment C, as revised by the RFP addenda, without further revisions or negotiations. However, upon mutual agreement, SeaTac and the selected proposer may elect to discuss further and revise elements of the draft contract (including but not limited to contract language and rates) if SeaTac deems such revisions to be in the interest of SeaTac customers.

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

SeaTac reserves all of its rights, including, but not limited to, the right to reject any and all proposals, to waive any and all informalities or irregularities, and to disregard any non-conforming, non-responsive, irregular, or conditional proposals, and to seek proposal clarifications as needed.

SeaTac also reserves the right to require changes in the base contract that SeaTac deems necessary, decline to award a contract as a result of this RFP process, withdraw the RFP and reject any or all proposals, issue a subsequent RFP based on refinements of concepts proposed to this RFP, discontinue negotiations with the selected proposer or any proposer, and commence discussions with any other responsive proposer, or make arrangements for the services in any way that best serves the public's interest.

Finally, SeaTac reserves the right to reject the proposals of any and all proposers if SeaTac believes that it would not be in the best interest of the public to make an award, whether because the proposal is non-responsive, because the proposer is not found to be responsible or fails to meet any other pertinent standard or criterion established by SeaTac, or whether it is otherwise not in the best interest of the public, in its sole discretion. In addition, SeaTac reserves the right to terminate the RFP process at any time and for any reason.