

# SeaTac Solid Waste RFP – Addendum 1 Attachment C

## *Revised Terms for Draft Service Contract*

SeaTac has revised the following sections of RFP Attachment C Draft Contract, as indicated by redline updates:

### **4.19 Transition and Implementation of Contract**

*The last paragraph is revised as follows:*

SeaTac at the Contractor’s cost, and subject to SeaTac’s prior review and written approval and SeaTac’s final approval as to the method of delivery. Customer materials must contain important dates/timelines, answers to frequently asked questions, information about translations available, and a phone number and website for Customers needing additional information. Materials must contain clear and accurate wording, easy-to-read font, professional visual graphics, be free of inaccurate or misleading information, be free of typographical errors, and be printed on a minimum of thirty percent (30%) post-consumer recycled paper. The Contractor shall provide translations of all promotional, educational, informational, and outreach materials in the top three (3) languages spoken in SeaTac and all languages spoken by over five percent (5%) of SeaTac’s population, currently English, Spanish, and Amharic/Ahmaric/Samali. SeaTac will be provided at least two (2) weeks to review any of the materials included in the Contractor’s Transition and Implementation Plan schedule to allow sufficient time for SeaTac’s prior review and written approval.

### **6.3 Garbage, Recyclables, and Compostables Carts**

*The first paragraph is revised as follows:*

The Contractor shall provide ten (10), twenty (20), thirty-two (32) or thirty-five (35), forty-five (45), sixty-four (64), and ninety-six (96) gallon Garbage Carts for the respective level of Garbage collection, thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Recycling Carts for Recyclables collection, and thirty-two (32) or thirty-five (35), sixty-four (64), and ninety-six (96) gallon Compostables Carts for Compostables collection. SeaTac shall transfer ownership of existing in-place Carts to the Contractor, and the Contractor shall re-label all Carts no later than ninety (90) Days after the start of the Contract. All Carts shall be manufactured from at least fifteen percent (15%) post-consumer recycled plastic, with a lid that will accommodate a label. All Carts must have materials preparation instructions, including any Customer actions that would void manufacture warranties (such as placement of hot ashes in the container causing the container to melt), procedures to follow to minimize potential fire problems, and phone and website contact information printed on a sticker on the lid. If this sticker is destroyed or removed, the Contractor shall replace the sticker within seven (7) days of being notified by the Customer or SeaTac. Failure to provide Carts as described in this section shall be subject to Performance Fees as described in Section 6.1.

### **6.9 Container Lockability**

*The section is revised as follows:*

Upon request of either ~~the~~ a Commercial or Multifamily Customer or SeaTac, Containers (including Carts) shall be modified to be lockable and delivered to Customers with locks and keys within three (3)

business days of initial request. Locks and keys for Containers or enclosure gates shall be provided to Customers upon request at no additional cost. However, the Contractor may charge for locking/unlocking as this Contract allows at rates set forth in Exhibit B.

## **7.1 Single-Family Garbage Collection**

### *7.1.2 Collection Containers*

*The first paragraph is revised as follows:*

The Contractor shall provide Garbage collection Containers to Customers as part of the Customer-chosen service level at no additional charge. The following service levels shall be offered to Customers:

1. Ten (10) gallon Garbage Cart;
- ~~1.2.~~ Twenty (20) gallon Garbage Cart;
- ~~2.3.~~ Thirty-two (32) or thirty-five (35) gallon Garbage Cart;
4. Forty-five (45) gallon Garbage Cart;
- ~~3.5.~~ Sixty-four (64) gallon Garbage Cart; and
- ~~4.6.~~ Ninety-six (96) gallon Garbage Cart.

## **8.3 Multifamily and Commercial Compostables Collection**

### *8.3.3 Specific Collection Requirements*

*The second paragraph is revised as follows:*

The Contractor shall not charge fees for locking/unlocking Containers, locking/unlocking enclosures, or for opening and closing gates. The Contractor shall remove and replace Containers from enclosures and position (roll-out) ~~Carts~~ Containers up to twenty-five feet (25') for collection at no additional charge. Additional roll-out charges may be assessed in twenty-five foot (25') increments only to those Multifamily and Commercial Customers for whom the Contractor must move a ~~Cart~~ Container over twenty-five feet (25') to reach the collection vehicle at its nearest point of access.

## **10.2 Street Litter, Recycling, and Compostables Services**

*The first paragraph is revised as follows:*

Upon request, the Contractor shall provide ~~a~~ collection of up to 40 on-street litter (Garbage), ~~Recyclables, and/or Compostables~~ Containers within the SeaTac Service Area at no charge. ~~Litter Containers shall be collected as Garbage, Recyclables Containers shall be collected as Recyclables, and Compostable Containers shall be collected as Compostables. The Contractor will procure and install up to 20 of these litter Containers, upon request, with the other 20 containers provided by SeaTac. The Contractor shall maintain all Containers and provide and install maintain the plastic liners for litter and Recyclables. all Containers and compostable liners for Compostable Containers.~~

## **10.3 City Drop-off Collection Events**

*The section is revised as follows:*

The Contractor shall host with SeaTac two special drop-off collection events for SeaTac residents annually. At each event, the Contractor shall provide Drop-boxes and/ or Detachable Containers for

~~scrap metal, cardboard, porcelain, and one 6-yard container for garbage at no additional charge. white goods, bulky items such as furniture, mattresses/springs, recyclables, and other items approved by SeaTac. The Contractor shall provide all equipment, staffing, collection, promotional/outreach, transportation, and recycling and/or disposal fees at no additional charge to SeaTac for the first ten (10) hauls at the event. Additional hauls and disposal fees, if requested by SeaTac, shall be paid at Contract rates.~~

## **12.6 Reporting**

*The third paragraph is revised as follows:*

Information received by SeaTac ~~and in the Contractor's possession~~ shall be subject to existing laws and regulations regarding disclosure, including the Public Records Act, RCW Chapter 42.56, and shall be subject to the provisions of Section ~~8-615.7~~ below.

## **13.1 Compensation to the Contractor**

### *13.1.2 Itemization on Invoices*

*The second paragraph is revised as follows:*

The County disposal fee as it exists on the date of execution or as thereafter modified shall be itemized separately on Customer invoices with charges for Drop-box Container service. The Contractor shall charge Drop-box Customers the actual disposal cost ~~without markup plus twelve percent (12%)~~ on the disposal component. *[The Parties will negotiate final allocation and incorporation or itemization of the customer component of the County Fixed Annual Charge prior to signing the final contract.]*