City of Poulsbo
Solid Waste Collection Contract RFP Addendum #1
5-22-26

The City of Poulsbo is providing this Addendum #1 as notice to proposers of the following updates to the April 13, 2026 Poulsbo Solid Waste Collection RFP. This addendum includes the following information:

- Responses to the RFP questions are provided in Attachment A.
- Revisions to the draft contract referenced in the RFP questions are reflected in Attachment B.
- Updated container counts are reflected in Attachment C and Attachment D.

This information is presented in the following Addendum #1 attachments:

Addendum #1 – Attachment A – Q&A.doc

Addendum #1 – Attachment B – Revised Draft Contract.doc

Addendum #1 – Attachment C – Revised Container Counts.xlsx

Addendum #1 – Attachment D – Revised Rate Sheet.xlsx

Proposers shall acknowledge receipt of this addendum on the appropriate place on Form 4: Certification of Proposal - Declaration and Understanding.

City of Poulsbo Solid Waste Collection Contract RFP
Questions & Comments
5-22-26

#	Section	Hauler	Question/Comment	Response
1	RFP Section 3.2	WM	Please clarify allocation of responsibility related to recyclables and organics contamination, commodity market volatility, and regulatory changes, including whether any relief mechanisms are available for extraordinary or unforeseen impacts beyond the contractor's control. Will there be an opportunity to adjust recycling or organics rates if there are significant market disruptions due to regulatory changes or other things outside of the contractor's control?	The City intends for the contractor to be responsible for monitoring and addressing contamination issues, as well as managing the financial risks associated with recyclable and compostable material markets. Participation in the Recycling Reform Act is expected to mitigate concerns regarding financial volatility in the curbside recycling market beginning in 2030. In addition, Contract Section 5.2.8 provides for consideration of rate adjustments resulting from changes in applicable laws and regulations.
2	RFP Sections 3.2 & 3.5	WM	Please identify any services the City considers to be included in base collection rates at no additional cost, such as customer education, contamination monitoring, reporting, or outreach activities. If such services are required, please clarify whether proposers may submit optional or unit-priced alternatives for these services.	Services included within the base rates are identified throughout the contract. For example, contract section 2.22 addresses the contamination reduction program, Section 4.5 addresses reporting requirements, and Section 4.6 addresses promotion, education, and outreach activities. Proposers are required to submit pricing based on the base contract to ensure compliance with the RFP requirements and facilitate quantitative evaluation. However, proposers are also encouraged to submit innovative contract alternatives, along with associated pricing, for the City's consideration. Pricing for proposed alternatives may be presented either as a total revenue requirement or on a unit-rate basis.
3	RFP Section 3.3	WM	Please clarify the annual rate adjustment methodology, including: • Whether CPI adjustments apply to 100% of the contract rates, and • Whether escalation begins at contract commencement or after an initial fixed-rate period. Additionally, please confirm whether proposers may propose alternative escalation mechanisms that more	CPI-WST shall apply to all rate components except those identified as garbage disposal components. Rate proposals must be submitted in 2027 dollars; therefore, no CPI-WST escalation will be applied until January 1, 2028. Prior to contract commencement, the garbage disposal component of the proposed rates may be adjusted to reflect changes in tipping fees. For purposes of RFP compliance and quantitative evaluation, proposers must submit pricing based on the base contract

#	Section	Hauler	Question/Comment	Response
			closely align with labor, fuel, fleet, and regulatory cost increases.	requirements. However, proposers are encouraged to include innovative contract alternatives, along with associated pricing, for the City's consideration. Pricing for proposed alternatives may be presented either as a total revenue requirement or on a unit-rate basis.
4	RFP Section 4.6	WM	Please clarify how proprietary and confidential business information submitted with proposals will be protected from public disclosure, and whether proposers may clearly designate pricing methodologies, cost models, and subcontractor information as confidential to the extent permitted by law.	Proposers should clearly designate only those documents that are truly confidential or proprietary. This may include financial statements or reports. However, the rate sheet and the majority of information contained within the proposal are not considered confidential or proprietary and should not be marked as such.
5	RFP Section 4.6	Bainbridge Disposal	Is there a process for requesting that certain information within a proposal be deemed proprietary?	Proposers should clearly designate only those documents that are truly confidential or proprietary. This may include financial statements or reports. However, the rate sheet and the majority of information contained within the proposal are not considered confidential or proprietary and should not be marked as such.
6	RFP Section 4.8	Bainbridge Disposal	Will Bainbridge Disposal's current bond with the city for operations qualify as the Proposal Security Bond identified in 4.8, or is a separate bond needed?	The incumbent proposer should submit a proposal security bond separate from the existing Performance and Payment bond.
7	RFP Section 5.1	Bainbridge Disposal	To satisfy the annual revenue for past experience that extends over many years, may we provide revenue for the most recent year?	The proposer should provide one year of annual revenue data for each comparable project, preferably for the most recently completed fiscal or calendar year. If current-year revenue data is provided, it may be estimated through reasonable extrapolation.
8	RFP Section 5.2	Bainbridge Disposal	May electronic copies be submitted by email, or would you prefer them on a flash drive or CD?	The City would prefer electronic copies be submitted by email.
9	RFP Section 6.3	Bainbridge Disposal	At what point will the city determine the full evaluation process and schedule interviews and/or site visits?	The City anticipates finalizing the evaluation process in mid June once proposals have been submitted. Interviews and site visits are anticipated to be held in July.
10	RFP Section 6.3	Bainbridge Disposal	If the city is planning to include interviews in the evaluation process, would those be solely question-and-answer	The City anticipates that the interviews will primarily consist of question-and-answer discussions. Certain questions will be asked uniformly of all proposers, while others may be tailored

#	Section	Hauler	Question/Comment	Response
			periods, or would the proposer be expected to prepare a presentation?	to clarify or further explore specific elements of individual proposals. Proposers are not required to prepare a formal presentation; however, they may elect to do so at their discretion.
11	RFP Appendix B4, B5 and E	WM	Can you please provide the following: • Total number of multifamily recycling containers, by size if available. • Total number of multifamily recycling containers, by size if available.	Appendix B5. Container Counts as been updated with multifamily recycling container counts by size.
12	RFP Appendix D	Bainbridge Disposal	Commercial rates: The City of Poulsbo's solid waste website includes rates for multiple Commercial Garage pickups in a week. As such an option is not included in the Price Form, is it correct that such options are to be excluded from proposals?	Multifamily and commercial garbage collection rates shall be assessed in direct proportion to the once-per-week collection rate applicable to the corresponding container size. For example, the rate for twice-per-week collection of a 4-yard container shall be two times the rate for once-per-week collection of a 4-yard container as identified in the rate sheet. The contract will be revised to provide additional clarification regarding this requirement.
13	RFP Appendix D	Bainbridge Disposal	Do any Residential, Multi-Family, or Commercial customers have more than one container? If so, should pricing for these customers be proposed?	Pricing reflected on the rate sheet is established on a per-container basis rather than a per-customer basis. Accordingly, customers shall be billed based on the specific containers serviced at the applicable location.
14	RFP Appendix D	Bainbridge Disposal	Are there counts to be provided for the lines of service for which proposed pricing is requested (i.e., many lines are missing counts)?	The City has provided available service counts for standard services for informational purposes. Any omitted service counts indicate that the information was not available at the time of issuance.
15	RFP Appendix E	WM	Please provide the current drop-box service configuration, including: (a) number of drop-box sites, (b) materials accepted at each site (garbage/MSW, recycling, organics/yard waste, if applicable), (c) container counts and sizes by material category, (d) current collection/haul frequency and estimated monthly volumes (or tonnage) by	The City does not have any information on current drop-box services as that service is not provided by the City or reported to the City.

#	Section	Hauler	Question/Comment	Response
			material and (e) please clarify if containers are configured to chain or cable roll off trucks.	
16	RFP Section 6	WM	Please confirm whether the City reserves the right to select a proposal that is not the lowest cost when a higher-priced proposal is supported by demonstrated service quality, system reliability, or long-term operational sustainability.	The RFP states that responsive proposals will be scored with 60% of the weight on rates and 40% on qualitative elements, and the highest rated proponent will move to finalization. The highest rated proponent may or may not be the lowest cost, depending upon the relative rates and qualitative scoring.
17	Contract Section 1.1	WM	Would the City consider revising the extension provision so that any extension is subject to mutual agreement of both parties? Because contract economics can change significantly over a 10-year term, WM needs assurance that rates and terms can be appropriately addressed before any extension is exercised. A unilateral extension could prevent WM from submitting a proposal. Mutual agreement is particularly important for extensions beyond the first 10 years.	The City prefers to keep the existing extension wording. The City and hauler can mutually amend the contract at any time.
18	Contract Section 2.17	WM	The Contractor shall replace with equivalent or provide an acceptable credit to Customers if the Contractor damages or removes the Customer-owned Container without permission. Would the City consider adding reimbursement of a cart at current market value?	The City will update the contract wording to replace "acceptable credit" to "credit of fair market value".
19	Contract Section 2.22	WM	The Contractor shall visually inspect Recyclables and Compostables Containers before or during servicing. If the Contractor finds that more than seven percent (7%) contamination is reasonably apparent in the Container, the Contractor shall document the contamination and leave a tag, noting the specific contamination for the Customer. Could the City please explain how the 7% contamination threshold was determined?	Kitsap County SWAC discussed thresholds for contamination. Discussion included a 5% threshold being too strict which would result in too many tags. However, a 7% threshold suggests systematic misuse rather than a minor mistake, making documentation and tagging more effective and targeted, rather than punitive for minor infractions.
20	Contract Section 2.22	WM	Would the City consider allowing contamination fees as part of the Contamination Reduction Program? While these	No, the City's preference is for the contractor to provide customer education regarding contamination issues and to

#	Section	Hauler	Question/Comment	Response
			charges are not a significant revenue source for the selected proponent, we have found them to be an effective tool to encourage proper set-out and reduce contamination. With two new statewide recycling policies, there is an increased risk of contamination that could negatively affect recycling markets. Limiting the use of contamination fees may reduce the proponent's ability to maintain clean material streams.	tag and leave contaminated recycling containers uncollected, rather than allowing customers to pay for the collection of contaminated recycling materials.
21	Contract 3.1.4	WM	Customers shall provide the Contractor with medical certification, copy of disabled parking placard, and/or other documentation. Qualification criteria and documentation shall comply with all federal, State, and local regulations. Would the City be willing to manage the verification of the disabled customer process to protect the privacy of those customers (this type of personal information will need to be carefully protected)?	No, the City prefers that the contractor manage the verification process utilizing its existing systems and procedures.
22	Contract Section 4.4	WM	Would the City be willing to change the implementation timeframe to 180 days, allowing for a smooth and orderly transition?	Yes, the City is willing to increase the timeframe for taking over billing services to 180 days upon written notice. The contract has been updated to reflect this.
23	Contract Section 4.4	WM	Billing and accounting costs associated with Customer invoicing, including credit card fees, shall be borne by the Contractor. Would the City allow the Contractor to pass through credit card fees?	No, bank charges associated with credit card fees should be incorporated into the contractor's overall cost of doing business and reflected within the service component of the rates.
24	Contract Section 5.1.4	WM	The Contractor may use any legal means, including appropriate lien rights, to enforce Customer payment obligations. The Contractor shall send Customers who are sixty (60) or more days past due a standard notification letter, including notification that an account will be turned over to a third party for collection and that the Contractor may then make arrangements for third party collection and/or lien the property for the debt.	Submit your proposal in accordance with the conditions listed. There will be no modifications at this time. Currently, the City's code requires waste pick up. Any modifications to this would require a code change.

#	Section	Hauler	Question/Comment	Response
			Would the City allow for cancellation of service due to nonpayment to avoid providing free service to customers who are past due on their accounts?	
25	Contract Section 5.2.1	WM	Would the city be willing to remove the cap? In high-inflation environments, 6% cap would not keep pace with actual cost increases for labor, fuel and equipment. Or alternatively, allowing the Contractor to apply percentage over 6% to future years when CPI is less than 6%.	No, the City prefers to leave the contract as-is.
26	Contract Section 5.2.7	WM	If new municipal, county, regional, or State taxes or fees are imposed, the rates of existing taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of five thousand dollars ($5,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. Would the City consider removing the $5,000 threshold and allowing the Contractor the ability to request a rate adjustment for circumstances out of the Contractor's control that materially impact the cost of service so that the parties have a discussion when these issues arise?	No, the City prefers to retain the contract language in its current form. The $5,000 annual threshold is intended to reflect circumstances that have a material impact on the cost of service, rather than minor financial impacts.
27	Contract Section 6.1	WM	Would the City consider specifying that the liquidated damage fees apply to intentional misrepresentation in records or reporting? As written, the liquidated damage fee could apply to scrivener's errors in reports?	No, the City prefers to leave the contract as-is. A scrivener's error would not be construed as negligent or intentional misrepresentation.
28	Contract Section 6.1	WM	Item 9 provides that the liquidated damage fee is a $100 liquidated damage for failure to fulfill Contract requirements not otherwise listed. Under Washington law, liquidated damages are enforceable when they represent a reasonable forecast, as of the time of contracting, of just compensation for damages that would result from a breach. A catch-all	The City did not intend for Item 9 to be catch all category, but rather identifying failure to comply with any contract requirement not identified in items 1-8 above. The contract has been updated with clarifying language.

#	Section	Hauler	Question/Comment	Response
			category is not a reasonable estimate of the harm from any particular breach and is likely not enforceable. Would the City consider removing the catch-all category and solely seek damages for failure to fulfill specific Contract requirements?	
29	Contract Section 6.2	WM	Can the City please clarify what would be defined as a material breach of contract?	The Contractor shall be deemed in default of the contract if it violates any material provision of the Contract, including but not limited to: failure to collect materials except during service disruptions or events of force majeure; failure to obtain or maintain any required permits or licenses; failure to comply with applicable laws or regulations; conduct that results in a public nuisance or hazard; disposal of recyclables or compostables as garbage; failure to remit required payments to the City; or failure to maintain required bonds, surety, or insurance coverage.
30	Contract Section 8.4	WM	Can the City please clarify if the performance bond does not have to be provided until the commencement of service.	The performance bond needs to be provided upon execution of the contract, not the commencement of the contract.
31	Contract Section 8.6	WM	Would the City be willing to specify that the section applies to the Contractor's non-privileged records?	The contractor's non-privileged records shall be subject to disclosure in accordance with the Washington Public Records Act. However, to the extent that documents are properly designated as confidential or proprietary, the provisions of the second paragraph shall apply, under which the City will use its best efforts to protect such information from disclosure to the extent permitted by law.
32	Contract Section 8.14	WM	Would the City consider adjusting this section to allow for mutual renegotiation? As written, this provision appears unilateral, which is a material consideration for proposers when evaluating long-term pricing and performance risk over a potential 10+year term. Adding a mutual renegotiation framework would help ensure the agreement remains workable for both parties over time.	The contract has been updated to clarify negotiations would be mutual, not unilateral.

RFP REVISED DRAFT 5-22-26

Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract

City of Poulsbo

and

###

March 1, 2027 – February 28, 2037

TABLE OF CONTENTS

PREAMBLE **1**
RECITALS **1**
1. GENERAL TERMS **2**
1.1 Contract Term 2
1.2 Mandatory Service 2
1.3 Municipal Code Compliance 2
1.4 Exclusive Right 2
1.5 Definitions 3
2. GENERAL OPERATIONS **7**
2.1 General 7
2.2 Service Area 7
2.3 Annexation 7
2.4 Collection Schedule 7
2.5 Holiday Schedules 8
2.6 Collection Locations 8
2.7 Private Roads and Driveways 8
2.8 Routing and Rerouting 9
2.9 Employees 9
2.10 Problem Customers 10
2.11 Missed and Recovery Collections 10
2.12 Inclement Weather 10
2.13 Extreme Heat 11
2.14 Strike and Labor Disruptions 12
2.15 Disruption Due to Construction 12
2.16 Other Service Disruptions 12
2.17 Containers 13
2.17.1 Container Colors 14
2.17.2 Container Labeling 14
2.17.3 Carts 15
2.17.4 Detachable Containers 15
2.17.5 Drop-box Containers 16
2.17.6 Container Weights 16
2.17.7 Container Delivery and Removal 17
2.17.8 Container Cleaning 17
2.18 Collection Vehicles and Equipment 17
2.19 Leakage and Spillage 18
2.20 Safeguarding Public and Private Facilities 18
2.21 Disposal and Processing 18
2.22 Contamination Reduction Program 19
2.23 Coordination with City 19
2.23.1 Site Planning and Building Design Review 19
2.23.2 Pilot Programs 19

2.23.3 Emergency Response *20*
2.23.4 Monitoring and Evaluation of Operations *20*
2.23.5 Performance Review *20*
2.24 Transition and Implementation of Contract 20
3. COLLECTION SERVICES 21
3.1 Single-family Service 21
3.1.1 Garbage Collection *21*
3.1.2 Recyclables Collection *21*
3.1.3 Compostables Collection *22*
3.1.4 Carry-Out Service *23*
3.1.5 Service Stops *23*
3.2 Multifamily Service 23
3.2.1 Garbage Collection *24*
3.2.2 Recyclables Collection *24*
3.2.3 Compostables Collection *25*
3.3 Commercial Garbage Service 25
3.4 Permanent Drop-Box Container Service 26
3.5 Temporary Container Service 26
3.6 City Services 26
4. CUSTOMER SERVICE AND COLLECTION SUPPORT 27
4.1 Operations Base 27
4.2 Call Center 27
4.3 Website 28
4.4 Billing 28
4.5 Reporting 28
4.5.1 Monthly Reports *29*
4.5.2 Annual Reports *29*
4.6 Promotion, Education and Outreach 29
4.7 Mandatory Collection Enforcement 30
4.8 Transition to Next Contractor 30
5. COMPENSATION 30
5.1 Compensation to the Contractor 30
5.1.1 Customer Rates *30*
5.1.2 Low-Income Discounts *31*
5.1.3 Itemization on Invoices *31*
5.1.4 Customer Payment Obligations *31*
5.2 Rate Adjustments 32
5.2.1 CPI Service Component Adjustment *32*
5.2.2 Disposal Component Adjustment *32*
5.2.3 Initial Rate Adjustment *33*
5.2.4 Compostable Processing Fees *33*
5.2.5 Recyclables Processing Fees and Commodity Value *33*
5.2.6 Changes in Disposal or Processing Sites *33*
5.2.7 New or Changes in Existing Taxes *33*
5.2.8 Change in Law *34*
5.3 Compensation to the City 34

6. FAILURE TO PERFORM 35
6.1 Liquidated Damages 35
6.2 Contract Default 36
7. NOTICES 36
8. MISCELLANEOUS TERMS 36
8.1 Representations and Warranties 36
8.2 Access to Records 37
8.3 Insurance 37
8.3.1 Minimum Scope of Insurance 37
8.3.2 Minimum Amounts of Insurance 38
8.3.3 Other Insurance Provisions 39
8.3.4 Acceptability of Insurers 39
8.3.5 Verification of Coverage 39
8.3.6 Subcontractors 39
8.4 Performance Bond 40
8.5 Indemnification 40
8.6 Confidentiality of Information 40
8.7 Assignment of Contract 41
8.7.1 Assignment or Pledge of Money 41
8.7.2 Subcontractors 41
8.7.3 Change of Control 41
8.7.4 Change of Trade Name 41
8.8 Laws Governing Venue 42
8.9 Compliance with Applicable Laws and Regulations 42
8.10 Permits and Licenses 42
8.11 Relationship of Parties 43
8.12 Direct Customer Contract 43
8.13 Bankruptcy 43
8.14 Right to Renegotiate or Amend 43
8.15 Force Majeure 44
8.16 Severability 44
8.17 Waiver 44
8.18 Dispute Resolution 44
8.19 Entirety 45
EXHIBITS 46
EXHIBIT A: Service Area
EXHIBIT B: Contractor Rates
EXHIBIT C: Rate Modification Example

PREAMBLE

This Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract (hereafter, "Contract"), passed by the City Council at its regular meeting on the ____day of _____, 2026. This Contract is made and entered into this _____ day of _____, 2026 (hereafter the "Date of Execution"), by and between the City of Poulsbo, a municipal corporation (hereafter "City"), and ### (hereafter "Contractor").

RECITALS

WHEREAS, solid waste collection service is a fundamental municipal function with uniform, managed collection necessary for the preservation of public health; and

WHEREAS, pursuant to RCW 35.21.130, the City has enacted ordinances codified in the City's Municipal Code 8.16 which created a system for the orderly collection and disposal of garbage within the City; and

WHEREAS, the City has determined that it is in the public's best interest to outsource Garbage collection Services within the City under a comprehensive solid waste collection contract; and

WHEREAS, the City has conducted a competitive process to select a Contractor to provide garbage, recyclables, and compostables collection services to all residents and businesses located within the Service Area; and

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

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

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

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

1. GENERAL TERMS

1.1 Contract Term

The term of this Contract is ten (10) years starting on the Date of Commencement of Service. The City and Contractor, may, at the sole option of the City, extend the Contract for an extension of up to five (5) years in duration. The extension shall be under the original terms and conditions of this Contract or as amended at the time of the extension. To exercise the option to extend this Contract, written notice shall be given by the City to the Contractor not less than one hundred and eighty (180) days prior to the expiration of the Contract Term.

1.2 Mandatory Service

Pursuant to Poulsbo Municipal Code 8.16, use of the Garbage and Recycling collection system is compulsory for all Residential, Multifamily and Commercial Customers within the City.

1.3 Municipal Code Compliance

Contractor hereby agrees that the performance of duties hereunder shall be consistent with and in accordance with the Poulsbo Municipal Code 8.16 and any amendments thereto, provided, however, that no additional duties shall be imposed unilaterally upon Contractor by amendments to said code made after the date of this Contract which would materially increase Contractor's costs of doing business without appropriate modifications to the Contractor's approved rates. The City specifically reserves the right to enact general ordinances affecting all businesses in the City, which may affect the Contractor.

1.4 Exclusive Right

Throughout the contract term, the Contractor shall be the exclusive provider with which the City shall contract to collect Residential Garbage, Recyclables, and Compostables and Commercial Garbage placed in designated Containers and set out in the regular collection locations within the City Service Area subject to this Contract.

When asked by the Contractor, the City shall make a good faith effort to protect the exclusive rights of the Contractor under this Contract; however, the City shall not be obligated to instigate, join in, or contribute to the expense of litigation to protect the exclusive rights of the Contractor unless the City's institution of or joinder in such litigation is necessary for the protection of those rights. The Contractor may independently enforce its rights under this Contract against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by the Contractor (without obligating the City to join any such litigation, except for as provided in this paragraph). These efforts may include but not be limited to cease-and-desist letters, assistance with documenting violations, and other activities as City staff time reasonably allows.

The Contractor shall retain the right and cover all costs to dispose of or process and market the Garbage, Recyclables, and Compostables once these materials are placed in Contractor-provided

or the City-owned Containers. The Contractor shall retain revenues gained from the sale of Recyclables or Compostables. Likewise, a tipping or acceptance fee charged for Recyclables or Compostables shall be the financial responsibility of the Contractor.

This Contract provision shall not apply to Garbage, Recyclables, or Compostables self-hauled by the generator; to Commercial open market Source-separated Recyclables or Compostables; to other open market Source-separated materials hauled by common or private carriers (including drop-off Recycling sites); to construction/demolition waste hauled by self-haulers, construction contractors, or demolition contractors in the normal course of their business; to bulky items, or to special collections of Materials which are not placed in designated Containers in regular collection locations.

1.5 Definitions

The following definitions apply to terms used in this Contract:

Administrative Fee: A City-defined fee that is included in Customer rates charged by the Contractor structured to cover City administrative costs incurred to manage and administer this Contract and to preserve streets impacted by Collection Vehicles, with receipts collected from Customers by the Contractor and remitted to the City as directed in this Contract. The Administrative Fee is separate from and distinct from any itemized utility, sales, or other taxes that may be assessed from time to time.

Cart: A Contractor-provided wheeled receptacle with attached lid suitable for collection, storage, and Curbside placement of Garbage, Recyclables, or Compostables. Carts shall be rodent and insect-resistant.

City: City of Poulsbo, in Kitsap County, Washington. As used in the Contract, use of the term "City" may include reference to the Mayor or his/her designated representative. Where the context makes it apparent, references to staff, streets, rights-of-way, activities, and things refer to the staff, streets, rights-of-way and activities of the City, and things belonging to or located within the City.

Collection Vehicle: Any truck or motorized equipment used by the Contractor to collect or transport Garbage, Recyclables, or Compostables under this Contract.

Commercial Customer: Non-Residential Customers, including businesses, institutions, governmental agencies, and all other users of commercial-type Garbage collection services.

Compostables: Any organic waste material that is Source-separated for processing or composting, such as Yard Debris, Food Scraps, and compostable bags that meet ASTM D6400 or ASTM D6868 standards generated by any Residential, Multifamily, or Commercial Customers. Additional materials may be included as identified by the Contractor and composting facility.

Contractor: ###, which has contracted with the City to provide all Services identified in this Contract, including, but not limited to, collecting, transporting, and disposing of Garbage and collecting, transporting, processing, and marketing of Recyclables and Compostables.

Container: Any Cart, Detachable Container, or Drop-box Container used in the performance of this Contract, including both loose and compacting Containers.

Contract: This Contract for comprehensive Garbage, Recyclables, and Compostable collection Services.

Curb or Curbside: Customers' property, within five feet (5') of the Public Street or Private Road (or on the sidewalk without completely obstructing the sidewalk, if there is no Customer property within five feet (5') of the Public Street or Private Road) without blocking driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the City, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

Customer: All account-holders of the Contractor's services within the City under this Contract. Account-holders may provide authorization to premise occupants to request, adjust and/or cancel services.

Customer Service: The assistance, advice, and information provided by the Contractor to Customers and potential customers within the City.

Date of Commencement of Service: March 1, 2027, which is the date that the Contractor agrees to commence the provision of Services as described in this Contract.

Date of Execution: The date that this Contract is executed by all signatories.

Detachable Container: A watertight metal or plastic loose or compacting receptacle equipped with a tight-fitting cover, capable of being mechanically unloaded into a Collection Vehicle, and that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity. Also referred to as a dumpster or front load Container.

Driveway: A privately-owned and maintained way that connects one (1) or more Residences, parking areas, garages, and/or carports with a Private Road or Public Street.

Drop-box Container: A watertight, all-metal loose material or compactor receptacle with ten (10) cubic yards or more capacity that is loaded onto a specialized Collection Vehicle. Also referred to as a roll-off Container.

Extra Unit: Excess material that does not fit in the Customer's primary Container. An Extra Unit is equal to thirty-two (32) gallon equivalent for Carts and one half (1/2) yard equivalent for Detachable Containers, regardless of the number of bags. Extra Units may be located in the Container or on the ground next to the Container as long as it bagged, containerized, or a discrete unit. Examples of discrete units may include microwaves, vacuum cleaners, and car seats. Discrete items larger than three feet (3') and over thirty-five (35) pounds shall be considered bulky items and may be collected from Customers outside this Contract.

Food Scraps: All compostable pre- and post-consumer food waste, such as produce, meats, bones, cheese, bread, or eggshells, and food-soiled paper, such as paper napkins, paper towels, paper plates, coffee filters, pizza boxes, wooden chopsticks, bamboo cutlery, and any other paper

products accepted by the Contractor's selected composting site. Food Scraps shall not include dead animals, plastics, diapers, cat litter, liquid wastes, ashes, pet wastes, or other materials prohibited by the selected composting facility. The range of Food Scraps handled by the Compostables collection program may be changed from time to time upon the mutual agreement of the Parties to reflect those materials allowed by the jurisdictional health department for the frequency of collection provided by the Contractor.

Garbage: All putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, small quantities of bagged cold ashes, demolition and construction wastes, dead small animals completely wrapped in plastic and weighing less than fifteen (15) pounds, and discarded commodities that are placed by Customers in appropriate Containers, bags, or other receptacles for collection and disposal by the Contractor. Garbage shall not include Unacceptable Waste, Source-separated Recyclables, or Source-separated Compostables.

Hazardous Waste: Any hazardous, toxic, or dangerous waste, substance, or material, or contaminant, pollutant, or chemical, known or unknown, defined or identified as such in any existing or future federal, state, or local law, statute, code, ordinance, rule, regulation, guideline, decree, or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is:

i. Defined as hazardous by 40 C.F.R. Part 261.3 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., as may be amended; or any other federal statute or regulation governing the treatment, storage, handling, or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.

ii. Defined as dangerous or extremely hazardous by WAC 173-303-040, as may be amended, and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70A.300 RCW, or any other state statute, regulation or rule governing the treatment, storage, handling, or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70A.300 RCW.

iii. Any substance that comes within the scope of this definition after the Date of Execution of this Contract.

Kitsap County Disposal System: The areas owned, leased, or controlled by Kitsap County, Washington for the disposal of Garbage, or such other site as may be authorized by the current Kitsap County Solid and Hazardous Waste Management Plan.

Multifamily: A multiple-unit Residence with attached or unattached dwellings billed collectively for collection service. This includes shared Containers as well as individual Containers for each Residence.

Party or Parties: The City and/or the Contractor.

Private Road: A privately-owned and maintained way used for travel by motor vehicle that allows

for access by a Collection Vehicle and that serves one (1) or multiple Residences.

Public Street: A public right-of-way used for public travel by motor vehicle, including public alleys.

Recycle/Recycling: The preparation, collection, transport, processing, and marketing of Recyclables and other Source-separated materials to end markets for transformation or remanufacturing into usable or marketable materials for use other than landfill disposal or incineration.

Recyclables: The materials designated as being part of a Residential or Commercial Recycling collection program, as listed in Exhibit C.

Residence/Residential: A Single-family and/or Multifamily living space individually rented, leased, or owned.

Services: The comprehensive Garbage, Recyclables, and Compostables collection and processing Services provided by the Contractor pursuant to the Contract.

Service Area: The initial service area boundaries shall be the corporate boundaries of the City, which are currently as shown in Exhibit A. In the event of a change to the corporate boundaries of the City, the Service Area may be changed in accordance with the Annexation Section.

Single-family Residence: All one-unit houses, duplexes, triplexes, four-plexes, and mobile homes that are billed for collection service individually and located on a Public Street or Private Road.

Source-separated: Certain reclaimable materials that are separated from Garbage by the generator for Recycling or reuse, including but not limited to Recyclables, Compostables, and other materials.

Unacceptable Waste: Highly flammable substances, Hazardous Waste, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by federal, state, or local law, or in the reasonable discretion of the Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

WUTC: Washington Utilities and Transportation Commission.

Yard Debris: Leaves, grass, trimmings, branches, and small trees. Materials larger than four inches (4”) in diameter or four feet (4’) in length are excluded. Bundles of Yard Debris up to two feet (2’) in diameter by four feet (4’) in length and no more than fifty (50) pounds, shall be allowed, and shall be secured by degradable string or twine, not nylon or other synthetic materials. Kraft paper bags, or Customer-owned containers labeled “Yard Debris” may also be used to contain extra Yard Debris.

2. GENERAL OPERATIONS

2.1 General

The Services to be performed consist of the collection of the Garbage, Recyclables, and Compostables herein referred to which occur within the City Service Area and disposal or recycling thereof. The collection of Unacceptable Waste is not included within the scope of this Contract, and Contractor shall be under no obligation to collect any Unacceptable Waste. Nothing herein is intended to prevent Contractor from collecting, transporting and/or disposing of any Unacceptable Waste in accordance with applicable federal and state requirements and regulations, so long as such actions are performed separate and apart from any action taken in the performance of this Contract.

2.2 Service Area

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

2.3 Annexation

Pursuant to RCW 35.13.280, if, during the term of this Contract, additional territory is added to the City through annexation or other means and the Contractor has an existing WUTC certificate or other agreement for collection at the time of annexation, the Contractor agrees by accepting this Contract from the City, that the certificate or agreement applicable to the annexed areas shall be deemed canceled on the effective date of the annexation. Notwithstanding RCW 35.13.280, the Contractor shall have the sole discretion to service the newly annexed areas under the terms and conditions set forth in this Contract or under the terms and conditions of the existing WUTC certificate for a term of ten (10) years.

In consideration for this ten (10) year period which is beyond the seven (7) year minimum timeframe set forth in RCW 35.13.280 during which the City must permit the Contractor to operate in the annexed area or pay damages, 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 agreement 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 ten (10) years, notwithstanding the Term set forth in this Contract.

2.4 Collection Schedule

All collections from Single-family Residences and Residential zones, including mixed use areas, shall be made between the hours of 7:00 a.m. and 7:00 p.m. on each weekday.

The Contractor may perform Commercial collections between the hours of 5:00 a.m. and 7:00 p.m., provided such services do not take place in areas adjacent to Residential dwellings and do not result in noise complaints to the Contractor or City from Residential Customers in the vicinity. If complaints are received, the Contractor shall reroute or otherwise mitigate the noise

complaint(s). The Contractor shall provide a written explanation to the City of its reroute or mitigation of the noise complaint(s).

Temporary extension of hours and/or days listed above may be authorized by the City or noted in this Contract. Saturday collection is allowed to the extent consistent with holidays and service disruptions, and shall not be made before 9:00 a.m.

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

All times listed in this Contract are Pacific Time and all days are calendar days unless otherwise stated.

2.5 Holiday Schedules

The Contractor shall observe the same holiday schedule as the Kitsap County transfer stations. When observed holidays fall on a regular collection day, the Contractor shall reschedule the remainder of the week of regular collection to the next succeeding business day, which shall include Saturdays. The Contractor may not collect Single-family Residence and Multifamily Garbage, Recyclables, or Compostables earlier than the regular collection day due to a holiday. Commercial collections may be made one (1) day early only with the prior written consent of the Commercial Customer. Holiday scheduling information shall be included in written program materials, on the Contractor's website, and other existing communication channels.

2.6 Collection Locations

The Contractor shall collect Garbage, Recyclable, and Compostable Materials at Curbside from all Single-family Customers. The Contractor may refuse to pick up materials at locations identified by Contractor and approved by the City, where, because of the conditions of the streets, alleys or roads, it is impractical to operate Collection Vehicles, and may refuse to drive into private property where driveways or roads are without adequate turnarounds or have other unsafe conditions. Contractor shall collect materials from Commercial and Multifamily Customers at a location mutually agreed upon by the Contractor and the Customer, in areas with the least slope and best Collection Vehicle access possible and which allow Contractor to safely and easily access collection containers.

2.7 Private Roads and Driveways

The Contractor shall provide Curbside service to all Residences located on Private Roads, except as otherwise established herein. If necessary and reasonably feasible, the Contractor shall use smaller limited-access service Collection Vehicles as necessary to provide service to those Customers. The Contractor may charge a drive-in fee listed in Exhibit B to Cart-based Customers requesting service where Collection Vehicles must leave the Private Road or Public Street to provide service on Driveways. Drive-in fees are prohibited from being applied to service on

Private Roads.

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

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

2.8 Routing and Rerouting

The Contractor may change the day of collection for Single-family Residences or Multifamily or Commercial Customers who are required to set out or move their Containers for service by giving notice at least forty-five (45) days prior to the effective date of the proposed change after first obtaining written approval from the City. The Contractor may reroutes for Multifamily or Commercial Customers who are not required to set out or move their Containers for service by simply notifying both the affected Customers and the City.

The Contractor shall provide affected Customers with written notice of pending changes of a collection day at least two (2) weeks in advance with an additional contact through auto dialer, email, and/or text within one (1) week of implementation, all at no cost. Routing changes shall be implemented in a manner that Customer shall not receive less than their normal frequency of service (e.g., a weekly Customer shall have no more than seven (7) days between collection days during the shift to the new collection date). However, the City may grant approval of a longer period of time between collections during the transition given that Customers may set out extra material and/or may be offered an additional collection during the transition.

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

2.9 Employees

All Contractor employees performing collections shall be competent and skilled in the performance of the work to which they may be assigned. All drivers shall obtain a Commercial Driver's License, medical card, and meet any other requirements of RCW 46.25 Uniform Commercial Driver's License Act.

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

set-out location.

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

2.10 Problem Customers

The City and Contractor acknowledge that some Customers may cause disruptions that make continued service to that Customer difficult such as repeated damage to Contractor-provided Containers, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated contamination of Recyclables or Compostables, or other such problems. The Contractor shall make every reasonable effort to provide service to problem Customers under the terms of this Contract including charging applicable fees listed on Exhibit B.

The City and Contractor also acknowledge that, in rare cases, some Customers may cause conflicts such as threatening or intimidating behavior that make continued service to that Customer unsafe or unreasonable. The Contractor shall make every reasonable effort to provide service to problem Customers. However, the Contractor may discontinue service to a problem Customer only upon City written approval and the Contractor must provide written notice to the Customer. If the Customer submits a letter or email to the City appealing the Contractor's decision, the City may, at its discretion, intervene in the dispute. In this event, the City's decision shall be final.

Problem Customers do not include Customers with unpaid and/or past due invoices which are addressed in the Customer Payment Obligations Section.

2.11 Missed and Recovery Collections

If Contractor fails to collect a Customer's Garbage, Recyclables, or Compostables which have been properly and timely set out for collection during a regularly scheduled collection, the Contractor shall make a special make up collection by the next business day of notification by the City or customer. This section applies to omitted collections of a single residence, a row of residences, or an entire route. This excludes collections prevented by inclement weather, but includes inclement weather recovery collections or collections prevented by the Contractor's inoperable Collection Vehicles, staffing, or other service disruptions.

If the Contractor is requested by the Customer to make a return trip due to reasons under the control of the Customer and no fault of the Contractor, which the Contractor can prove through documentation, the Contractor may charge the Customer an additional return trip fee for this service, provided the Contractor notifies the Customer of this charge in advance and the Customer agrees to payment of the return trip fee.

2.12 Inclement Weather

When weather conditions are such that continued operation would result in danger to the Contractor's employees, area residents, or property, the Contractor may collect only in areas that do not pose a danger. The Contractor shall notify both the City and Customers of the service delay through its regular communication channels.

Multifamily and Commercial Customers with interrupted service shall receive recovery collection on the next collection day that it is safe to do so, including Saturdays. The Contractor shall collect Garbage, Recyclables, and Compostables from Single-family Customers with interrupted service on the next regularly scheduled collection day for that Customer. For example, a Single-family Customer will have Garbage collected the following week, and, if the service interruption occurs on a collection date for every-other-week Recyclables or Compostables service, those materials will be collected two (2) weeks later. The Contractor shall collect reasonable accumulated volumes of Garbage, Recyclables, and Compostables equal to what would have been collected on the missed collection day(s) from Customers at no extra charge including any material on the ground. The City may provide the Contractor temporary authorization to perform recovery collection services outside the regular service days and hours following service disruptions in order to finish collection routes.

At the City's request, the Contractor may postpone Compostables Service in order to recover Garbage or Recyclables that was missed due to inclement weather. For example, if Recyclable Customers were missed due to inclement weather, then City may request the Contractor to provide recovery collection of Recyclables the following week in lieu of Compostables collection, then return to the regular collection schedule.

If multiple Single-family collection days are missed due to disruptions in multiple weeks, recovery collections shall be made on the next regularly scheduled collection day. For example, if both Tuesday and Wednesday Customers are missed two (2) weeks in a row, then recovery collection shall occur the following week on the regularly scheduled collection day. Under this circumstance, the Contractor shall also provide temporary Single-family Residential Garbage and Recyclable collection sites using driver-staffed Drop Box Containers or other suitable equipment from 9:00 a.m. to 6:00 p.m., with no additional charge assessed for such temporary service.

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

2.13 Extreme Heat

The Contractor may implement early collection for Single-family customers starting no earlier than 6:00 a.m. for any day when Accuweather forecasts temperatures to reach ninety degrees (90^{o}) Fahrenheit or higher in the vicinity of City Hall, 200 Moe St NE, Poulsbo, WA 98370. The Contractor must notify the City and Customers at least one (1) day in advance of its early collection plans. Notification is required for each day early collection is implemented and shall be via autodial and website messaging. The Contractor shall provide a no-cost return trip to any

Customer who may be missed due to the early collection.

2.14 Strike and Labor Disruptions

The Contractor shall inform the City within four (4) hours of any labor disruption, including wildcat strikes, that causes reductions in service delivery in the Service Area. The Contractor shall notify Customers of the service delay through its regular communication channels.

The Contractor shall provide make-up collection on Saturday for any Single-family Customers missed during the preceding week. However, if the labor disruption lasts more than one (1) full Single-family Residential collection cycle, the Contractor, with prior approval from the City, shall provide staffed Drop-box Containers or Collection Vehicles from 9:00 a.m. to 6:00 p.m. for Customer use for each affected material stream in approved locations, as well as the collection of reasonable quantities of accumulated materials at no additional charge on the next regular collection cycle for each material.

The Contractor shall provide a credit for all service missed equal to the Customers' pro-rata service component on the Customer's next regular invoice. This includes all regular Garbage, Recyclables, and Compostables Services, but does not include temporary services or ancillary fees. To calculate the pro-rata service component for weekly service, the monthly service component from the current rate sheet shall first be divided by four and one-third (4.33) to determine the portion of the service component that is applicable to one (1) week of service, then the service component shall be divided proportionally for the collection frequency of each material stream. Every-other-week and monthly services shall be calculated proportionally. For example, Single-Family Customers with weekly Garbage and embedded every-other-week Recyclables, shall have sixty-seven percent (67%) of the service component allocated to Garbage and thirty-three percent (33%) to Recyclables for the purposes of determining the appropriate credit.

The Contractor shall provide the City a cost reimbursement amount of one thousand dollars ($1,000) for each day of labor disruption, including weekends, to reimburse for staffing and other costs for managing the impacts of the labor disruption, paid by the tenth day of the following month.

2.15 Disruption Due to Construction

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

2.16 Other Service Disruptions

When closure of roadways providing access or other non-weather-related events beyond the

Contractor's control prevent timely collection on the scheduled day, the Contractor shall collect materials from Multifamily and Commercial Customers on the next available day and Single-family Customers on their next regularly scheduled service day. The Contractor shall collect reasonable accumulated volumes of Garbage, Recyclables, and Compostables equal to what would have been collected on the missed collection day(s) from Customers at no extra charge.

2.17 Containers

The Contractor shall provide Customers with Recyclable Containers, Compostable Containers, and Drop-box Containers for the preferred level of collection under this Contract. The City shall transfer ownership of its existing in-place and spare Garbage Containers to the Contractor. For the purposes of this Contract, these in-place Containers shall be considered Contractor-provided Containers and maintained as such. On the expiration or termination or this Contract, all Contractor-supplied Containers shall remain the property of the Contractor.

Single-family, Multifamily, and Commercial Customers must use Contractor-provided Containers for their initial Container of Garbage collection service, with the exception of compacting Containers, which may be Customer-owned or Customer-leased from other parties. Plastic bags or Customer-owned containers may be used for excess volumes of Garbage, but not as a Customer's primary container. Customers may change Container sizes and service frequency without restriction or additional cost.

Customers may elect to own or secure secondary Containers from other sources and shall not be subject to discrimination by the Contractor in collection services on that account, provided that such Containers (including Carts) are compatible with the Contractor's collection equipment. The Contractor shall handle the Customer-owned Containers in such a way as to prevent undue damage and or unrequested removal. The Contractor shall replace with equivalent or provide a credit of fair market value to Customers if the Contractor damages or removes the Customer-owned Container without permission.

Contractor-provided Containers shall be kept in good condition and repaired or replaced when missing or out of compliance within seven (7) days at no cost to the Customer. Collection crews shall note out of compliant Containers such as those with missing or damaged lids, missing or damaged hinges, holes, excessive rust, jagged edges, missing or poorly functioning wheels, and other similar repair needs for Contractor-provided Containers. Replacement Containers should be provided when damaged or missing on account of an accident, act of nature or the elements, fire, theft, or vandalism by a third-party. In the event that a cart is lost into a Collection Vehicle or damaged during collection, the Customer shall be notified on the same day of the incident and a replacement Cart shall be provided. However, any Container that the City Code Compliance Officer, Kitsap County Health Department Inspector, or other agent having safety or health jurisdiction determines it fails to comply with reasonable standards or constitutes a nuisance, health, or safety hazard shall be repaired or replaced within one (1) business day.

The Contractor is responsible for cleaning and/or repainting Containers with graffiti. Upon request of the City or Customer, the Contractor shall provide paint in the appropriate colors for graffiti abatement on Detachable or Drop-box Containers.

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

Containers or Containers used for compacted services. Rental charges shall reflect prorated monthly rates for the actual number of days. Unless otherwise noted, the Contractor shall not charge Container repair fees, replacement fees, delivery fees, or removal fees to Customers. Replacement Containers may be used, but shall be reconditioned, presentable, clean, painted (if necessary and appropriate), and in compliance before delivery to the Customer. Unusable Containers shall be recycled to the extent possible.

In the event that a Customer repeatedly damages a Container due to negligence or intentional misuse, the Contractor shall make every reasonable effort to resolve the issue and provide service to the Customer. If the Contractor is unable to resolve the issue, then the Contractor shall forward the Customer's name and address to the City in writing, and the City shall then attempt to resolve the problem. In the event that the problem continues, the Contractor may charge the Customer a Container repair or replacement fee listed on Exhibit B.

2.17.1 Container Colors

Contractor-provided Carts and Detachable Containers shall adhere to the colors listed below, aligning with Washington State standards. Any existing gray Carts with colored lids shall be retained in-place and continue to be used through the end of their useful life, but replacement Containers shall meet the color requirements listed below. Cart lids shall be the same color as the Container, but Detachable Containers may have black lids.

Material Type	Container Color
Garbage	Gray or Black
Recyclables	Blue
Compostables	Green

2.17.2 Container Labeling

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

All distributed Containers shall be clearly labeled with City-approved artwork that aligns with Washington State standards. Container stickers, labels, and/or decals shall include material type, preparation instructions, and contact information that include both a Customer Service phone number and website address. All Detachable Containers and Drop-box Containers shall also have information indicating no charge for replacement or repair for leaky or broken Containers.

The Contractor shall re-label all Garbage Containers within sixty (60) days of the Date of Commencement of Service with Contractor-provided labels. Labels for individual Containers shall be replaced when faded, damaged, or upon the City or Customer request. Should any changes be made to the Garbage, Recyclables, or Compostables collection program that affect the labels, the Contractor at their sole expense shall reproduce and reaffix labels on all Containers.

The Contractor shall provide Garbage, Recyclables, and/or Compostable Container labels to Customers for use on Customer-owned Containers upon request.

2.17.3 Carts

The Contractor shall offer Carts in the following sizes to Customers. Carts may be up to 10% larger or smaller than the sizes list below. For example, a thirty-five (35) gallon Cart may be substituted for a thirty-two (32) gallon Cart.

Material Type	Cart Size
Garbage	Twenty (20) gallon Thirty-two (32) gallon Sixty-four (64) gallon Ninety-six (96) gallon
Recyclables	Thirty-two (32) gallon Sixty-four (64) gallon Ninety-six (96) gallon
Compostables	Thirty-two (32) gallon Sixty-four (64) gallon Ninety-six (96) gallon

All Carts shall contain wheels or rollers for movement, be equipped with an anti-skid device or sufficient surface area on the bottom of the Container to prevent unwanted movement, and have a lid that will accommodate a label. Carts shall be manufactured from a minimum of fifteen percent (15%) post-consumer recycled plastic or as designated by Washington State.

2.17.4 Detachable Containers

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

i. Two (2) cubic yard
ii. Three (3) cubic yard
iii. Four (4) cubic yard
iv. Six (6) cubic yard
v. Eight (8) cubic yard

Detachable Containers shall be watertight, equipped with tight-fitting metal or plastic covers, have four (4) wheels for Containers three (3) cubic yards and under unless site-specific concerns dictate the use of a non-wheeled Container, and be in good condition.

Detachable Containers shall be replaced after emptying in the same location as found, with the lid closed, regardless if lids were originally opened. Upon Customer request, lids may be left open on Containers in a covered enclosure.

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

All Detachable Containers on Customers' premises are at the Contractor's risk and not the City's.

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

2.17.5 Drop-box Containers

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

i. Ten (10) cubic yard
ii. Fifteen (15) cubic yard
iii. Twenty (20) cubic yard
iv. Twenty-five (25) cubic yard
v. Thirty (30) cubic yard
vi. Thirty-five (35) cubic yard
vii. Forty (40) cubic yard

Drop-box Containers shall be all-metal. Containers shall be equipped with a tight-fitting screened or solid cover operated by a winch in good repair at the charges listed in Exhibit B upon Customer request.

All Drop-box Containers on Customers' premises are at the Contractor's risk and not the City's. The Contractor shall place Drop-box Containers in areas mutually agreed upon by the Contractor and Customer. Drop-box Containers shall not be placed by the Contractor, or kept for use by the Customer, in any City Public Street. Any Drop-box Container located in any City Public Street at any time is at the Contractor's risk and not the City's. Any Drop-box Container located in a City Public Street shall immediately be removed by the Contractor upon request by the City.

2.17.6 Container Weights

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

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

2.17.7 Container Delivery and Removal

Containers shall be delivered by the Contractor to requesting Customers within seven (7) days of the Customer's initial request unless otherwise noted.

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

2.17.8 Container Cleaning

The Contractor shall offer Cart and Detachable Container cleaning to Customers upon request at the charges listed in Exhibit B. The Contractor shall capture and/or prevent wash water from entering the City's municipal storm system when performing mobile Container cleaning. Alternatively, the Contractor may also swap a Customer Container with a clean Container.

2.18 Collection Vehicles and Equipment

The Contractor shall possess or demonstrate to the City's reasonable satisfaction that it has available to it adequate equipment and Collection Vehicles, including reserve or replacement Collection Vehicles and equipment, sufficient to perform the services required of Contractor herein.

The Contractor shall use Collection Vehicles no greater than fifteen (15) years old, based on model year, for Garbage, Recyclables, and Compostables collection services performed under this Contract. All Collection Vehicle bodies used by the Contractor shall be constructed of metal and shall be watertight and leak proof.

Collection Vehicles shall be painted and numbered and shall have the Contractor's name and vehicle number painted in letters of a contrasting color, at least four inches (4") high on each side of each vehicle. In addition, any Contractor vehicle regularly used in the City shall include a placard clearly visible at the rear of the vehicle. This placard shall show, in lettering at least twelve inches (12") high, an abbreviated designation number specific to the Contractor's operating division, for example P-1, P-2, etc., limited to a three (3) digit numeral to aid in rapid identification of Collection Vehicles to allow more precise reporting and correction of any unsatisfactory condition related to specific Collection Vehicles.

No advertising shall be permitted other than the name of the Contractor. All vehicles shall be kept in a clean and sanitary condition.

Each vehicle used by Contractor shall carry at all times a broom, shovel, minimum 10-gallon spill kit, and other items appropriate for use in the prompt removal of any spilled material. All vehicles used by Contractor shall have adequate coverage at all times to prevent the spillage of collected

materials.

2.19 Leakage and Spillage

All materials collected by the Contractor shall, at all times, be fully contained within the Collection Vehicle, except during the active loading or unloading of materials. The Contractor shall implement and maintain all reasonable and necessary measures to prevent leakage, discharge, and/or spillage of collected materials, as well as any vehicle fluids, during collection and transportation operations. Collection Vehicle hoppers shall be emptied and cleared at sufficient intervals to prevent blowing debris, leakage, or spillage.

The Contractor shall be solely responsible for the immediate containment, cleanup, and removal of any such leakage or spillage. The Contractor shall properly document each leakage or spillage incident. The Contractor shall notify the City any applicable regulatory agencies within mandated timeframes. The Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws and regulations, and for any violations, penalties, fines, or enforcement actions arising from such leakage or spillage.

2.20 Safeguarding Public and Private Facilities

Contractor shall protect all public and private improvements, facilities, and utilities whether located on public or private property, including, but not limited to, streets, signs/posts, cables/wires, light poles, planting strips, tree grates, trees, fences, and waste enclosures. If such improvements, facilities, utilities, or streets are damaged as a result of Contractor's operations, Contractor shall notify the City of its knowledge of such damage, and Contractor shall repair or replace the same at its sole cost and expense. If the damage creates an immediate public safety issue that requires an immediate response, Contractor shall immediately call the City to inform them of such matter.

If Contractor fails to repair or replace the damage on City property promptly, as determined by the City, the City shall cause repairs or replacement to be made, and the cost, including overhead and administrative costs, of doing so shall be paid by the Contractor. The Contractor shall be liable for any damage to property or person caused by the negligent or willful actions of Contractor, and the Contractor shall indemnify, defend, protect, and hold the City harmless for any such damages or legal implications from said actions pursuant to the Indemnification Section of this Contract.

The Contractor shall not be responsible for any damages to trees or other vegetation in which the property owner fails to prune or control growth in accordance with City Code.

2.21 Disposal and Processing

The Contractor shall deliver all Garbage collected under this Contract to the Kitsap County Disposal System in compliance with the Kitsap County Solid and Hazardous Waste Management Plan. If Kitsap County Disposal System is not available then Contractor shall dispose of all Garbage at the most feasible permitted and licensed site or facility where such disposal is lawful, as selected by Contractor in its sole discretion.

The Contractor shall deliver all Recycles and Compostables Organics collected under this Contract to permitted facilities of its choosing for the processing or disposal of such materials. End markets for processed Recyclables or Compostables shall not include incinerations, landfill cover, roadbed fill, or other beneficial uses without prior approval from the City. Residuals from the processing of Recyclables and Compostables may be disposed of as Garbage.

2.22 Contamination Reduction Program

The Contractor shall visually inspect Recyclables and Compostables Containers before or during servicing. If the Contractor finds that more than seven percent (7%) contamination is reasonably apparent in the Container, the Contractor shall document the contamination and leave a tag, noting the specific contamination for the Customer. If contamination is observed through photograph(s) or video recording technology on Collection Vehicles, the Contractor shall email notification of contamination to the Customer within one (1) business day if the Customer has provided an email address. The Customer shall also receive educational materials and resources for proper Recycling. The Contractor shall not charge the Customer a contamination fees.

The Contractor shall implement their contamination monitoring and enforcement protocol which may include personalized communication, phone call, visit from the Contractor, and/or suspension of service. The Contractor shall not charge Customers any type of recycling contamination fee. If the contamination reduction program does not result in a measurable decrease in contamination, the program shall be adjusted or a new program shall be developed to address contamination upon approval of the City.

2.23 Coordination with City

2.23.1 Site Planning and Building Design Review

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

2.23.2 Pilot Programs

The Contractor and City shall cooperate in the development and performance of any additional collection service types and projects associated therewith. The Contractor and City shall also negotiate in good faith for a reasonable increase in compensation to perform such services, the approval of increases for which shall not be unreasonably withheld by the City.

2.23.3 Emergency Response

The Contractor shall assist the City in the event of a disaster or emergency declaration. Contractor services shall be provided as soon as practical upon City direction and paid at the Contract rates in Exhibit B. The Contractor shall keep full and complete records and documentation of all costs incurred in connection with disaster or emergency response and include such information in the monthly and annual reports. Contractor shall maintain such records and documentation in accordance with the City's prior written approval and any standards established by the Federal Emergency Management Agency (FEMA), and at the City's request, shall assist the City in developing any reports or applications necessary to seek federal assistance during or after a federally-declared disaster.

2.23.4 Monitoring and Evaluation of Operations

The Contractor's supervisory and management staff shall meet with the City in person or via phone/video conference throughout the term of the Contract to discuss operational and Contract issues. The Contractor shall continually monitor and evaluate all operations to ensure that compliance with the provisions of this Contract is maintained.

2.23.5 Performance Review

Upon reasonable written notice to the Contractor, the City may conduct a review of the Contractor's performance under this Contract. The Contractor agrees to fully cooperate with the performance review and work with City staff and consultants to ensure a timely and complete review process.

The results of the performance review shall be presented to the Contractor and the Contractor shall have sixty (60) days to correct deficiencies (if any) to the City's satisfaction. If the Contractor fails to correct deficiencies within sixty (60) days, the City may allow the Contractor additional time to comply, accept other remedies for the failure or proceed with the Contract default process.

2.24 Transition and Implementation of Contract

The Contractor shall develop a transition and implementation plan for introducing any new and revised services to ensure that implementation occurs with no disruption. The Contractor's operations and management staff shall provide the City with updates to remain fully apprised of the transition between contractors.

The Contractor shall be responsible for the design, development, printing, sorting, mail prep, delivery, and mailing costs, including the cost of the postage-prepaid mail-back cards for the promotional, educational, informational, and outreach materials provided to Customers in connection with the initial transition and implementation of the Contract. At a minimum, the Contractor shall deliver a comprehensive new contract service guide to all customers which must contain important dates/timelines, answers to frequently asked questions, and the information contained in the annual service mailers. Additional materials may need to be provided to address Container swaps, elimination of certain Container sizes, account/billing changes, reroutes, and

other operational changes.

3. COLLECTION SERVICES

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

3.1 Single-family Service

Contractor fees included in Exhibit B include all costs of the associated services including collection costs, disposal and/or processing costs, and Containers.

3.1.1 Garbage Collection

The Contractor shall provide weekly Garbage collection services to Single-family Customers at rates listed for each subscription level in Exhibit B. The Contractor shall also offer a service of every-other-week in a twenty (20) gallon Cart.

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

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

3.1.2 Recyclables Collection

The Contractor shall provide every-other-week Recyclables collection services to Single-family Customers as part of Garbage collection services, at no additional charge. A Customer may receive one additional Recycling Cart with Service at no additional charge. Additional Recycling Cart service above the two (2) provided at no cost shall be charged at the extra Recycling Cart rate provided in Exhibit B.

The default Recyclables Cart size shall be ninety-six (96) gallons, but other available sizes shall be provided to those Single-family Customers requesting less capacity.

The Contractor shall collect all Residential Recyclables from Single-family Residences that are placed in Carts, paper bags, boxes, or labeled Customer-owned containers next to the Customers' Recyclables Cart. Customers choosing to use their own Containers for excess Recyclables shall be provided, upon Customer request, durable labels by the Contractor that clearly identify the

Container's contents as Recyclable. Recyclables must be prepared as described below and uncontaminated with food or other residues. No limits shall be placed on set-out volumes for Curbside Recyclables.

The Contractor shall collect Curbside prepared Recyclables as described below. With the exception noted, the maximum dimensions for Recyclable materials shall be two feet (2') by two feet (2'). If operational or Recycling processing improvements are made that allow additional materials to be recycled at no additional cost to the Contractor, the Contractor agrees to expand the list to cover such materials, subject to approval by the City. The list of acceptable Recyclable items shall be updated as needed to align with the Washington State Recycling Reform Act.

Recyclable Item	Customer Preparation	Limitations
Paper All mixed paper, colored paper, magazines, phone books, catalogs, advertising supplements, paper bags, and paper board.	Clean, dry paper should be placed in Recyclables Container.	All paper must be clean and dry. Food and beverage containers must be empty, clean, and dry.
Cardboard All corrugated cardboard boxes.	Flatten cardboard and placed in or next to Recyclables Container. Large quantities may be bundled or placed in another box or container as long it meets the size restriction.	No boxes larger than 3' x 3' in size. Larger boxes shall be folded or cut down to size. No waxed cardboard. All cardboard must be clean and dry.
Plastic All colors of plastic bottles, jugs, and tubs.	Empty, clean, dry, replace plastic lids, and placed in Recyclables Container.	Food and beverage containers must be empty, clean, and dry. No plastic containers that contain hazardous or toxic products, such as motor oil or pesticides.
Glass All clear or colored glass jars and bottles.	Glass containers must be empty, clean, dry, have lids removed, and placed in Recyclables Container.	Food and beverage containers must be empty, clean, and dry. No mirrors, ceramic, lightbulbs, leaded glass, or tempered glass.
Metal All tin, aluminum, and steel food and beverage cans.	Food and beverage containers must be empty, clean, dry, have lids removed, and placed in Recycling Container.	Food and beverage containers must be empty, clean, and dry. No ammunition, small loose lids, sharp items, greasy items, or chains.

3.1.3 Compostables Collection

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

The default Compostables Cart size shall be ninety-six (96) gallons, but other available sizes shall be provided to those Single-family Customers requesting less capacity. Compostables in excess of the subscribed service level shall be collected and properly charged as Compostables Extra Units to the Customer at rates listed in Exhibit B.

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

3.1.4 Carry-Out Service

The Contractor shall provide carry-out service for Garbage, Recyclables, and Compostables to Single-family Residence Customers in cases where no household member has the ability to place Carts at the Curb, at no additional charge. Customers may have a permanent, temporary, or extended health condition to qualify for disabled person service. Customers shall provide the Contractor with medical certification, copy of disabled parking placard, and/or other documentation. Qualification criteria and documentation shall comply with all federal, State, and local regulations.

The Contractor may charge a carry-out surcharge fee to Single-family Residence Customers who do not qualify for the disabled criteria and choose to have the Contractor move Carts to reach the Collection Vehicle at its nearest point of access. The carry-out surcharge fee listed in Exhibit B shall be charged once for all three (3) collection streams. Customers may choose from an on-call rate or a monthly rate.

Carts for carry-out service shall be placed in an area mutually agreed upon by the Contractor and Customer. The Contractor is not expected to enter a Customer's residence, walk to the opposite side of the property, or maneuver Carts on stairs.

3.1.5 Service Stops

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

3.2 Multifamily Service

Contractor fees included in Exhibit B include all costs of the associated services including collection costs, disposal and/or processing costs, and Containers unless noted in Exhibit B.

Customers may request collections multiple times per week or extra collections, and shall pay a proportional amount of the regular monthly rate for the Container size as listed in Exhibit B. For example, a Customer with a three (3) yard Detachable Garbage Container serviced twice a week would pay twice the rate for the once a week three (3) yard Detachable Garbage Container. And a Customer with a four (4) yard Detachable Garbage Container, regardless of the number of services per week, would pay the rate for the once a week four (4) yard Garbage Detachable Container divided by four and thirty-three hundredths (4.33) for one (1) extra collection. An extra collection or more frequent collection of a Recyclables Container would be at no additional cost.

Materials in excess of Container capacity or the subscribed service level shall be collected and properly charged as Extra Units. Extra charges may be assessed for materials loaded so as to lift the Container lid in excess of six inches (6”) from the normally closed position. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all Extra Units. Extra Units shall not be charged for Recyclables Containers.

The Contractor shall not charge fees for opening/closing gates. The Contractor shall provide locks to Customers upon request, and shall charge a locking/unlocking Container fee as listed in Exhibit B. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25’) for collection at no additional charge. The Contractor may utilize the Customer-provided electric motorized tugger to move Containers for servicing. Additional roll-out charges may be assessed in twenty-five foot (25’) increments only to those Customers for whom the Contractor must move a Container over twenty-five feet (25’) to reach the Collection Vehicle at its nearest point of access. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring Contractor’s use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Exhibit B.

3.2.1 Garbage Collection

The Contractor shall collect all Garbage set out for disposal by Multifamily Customers in Garbage Containers, and adjacent to, if properly prepared. Multifamily and Commercial Customers shall be offered a full range of Container and service options, including Garbage Carts, non-compacted Detachable Containers, and compacted Detachable Containers. Customer-owned or Customer-leased Detachable Container compactors shall be collected by the Contractor unless the Container is incompatible with the Contractor’s equipment.

3.2.2 Recyclables Collection

The Contractor shall provide Recyclables Collection to all Multifamily Customers (including those utilizing permanent Drop-box Collection services) as part of the Garbage collection services without extra charge. Multifamily Customers may receive Recyclables collection in Carts and/or Detachable Containers, based upon the volume of service. Collection shall occur at least weekly or more frequently if space constraints preclude providing sufficient weekly capacity.

The Contractor shall collect the same materials as is accepted from Single-family Customers. The Contractor may decline to collect Recyclables if the Container contains Excluded Materials or other materials that do not conform to the definition of Recyclables or that do not meet

specifications.

3.2.3 Compostables Collection

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

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

3.3 Commercial Garbage Service

Contractor fees included in Exhibit B include all costs of the associated services including collection costs and disposal costs, and Containers unless noted in Exhibit B.

Customers may request collections multiple times per week or extra collections, and shall pay a proportional amount of the regular monthly rate for the Container size as listed in Exhibit B. For example, a Customer with a three (3) yard Detachable Garbage Container serviced twice a week would pay twice the rate for the once a week three (3) yard Detachable Garbage Container. And a Customer with a four (4) yard Detachable Garbage Container, regardless of the number of services per week, would pay the rate for the once a week four (4) yard Garbage Detachable Container divided by four and thirty-three hundredths (4.33) for one (1) extra collection.

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

The Contractor shall not charge fees for opening/closing gates. The Contractor shall provide locks to Customers upon request, and shall charge a locking/unlocking Container fee as listed in Exhibit B. The Contractor shall remove and replace Containers from enclosures and position (roll-out) Containers up to twenty-five feet (25’) for collection at no additional charge. The Contractor may utilize the Customer-provided electric motorized tugger to move Containers for servicing. Additional roll-out charges may be assessed in twenty-five foot (25’) increments only to those Customers for whom the Contractor must move a Container over twenty-five feet (25’) to reach the Collection Vehicle at its nearest point of access. Customers with hard-to-access Containers requiring the Contractor to wait for Customer Container relocation or requiring Contractor’s use of specialized equipment for Container relocation may charge those Customers additional access fees and/or hourly fees consistent with Exhibit B.

Commercial Recyclable and Compostables Collection are not regulated under this Contract. Customers may negotiate these services directly with the Contractor or any other hauler in the area.

3.4 Permanent Drop-Box Container Service

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

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

The Contractor shall maintain a sufficient Drop-box Container inventory to provide delivery of empty Containers by the Contractor to new and temporary Customers within one (1) business day of the Customer's initial request. The Contractor shall provide dispatch service and equipment capable of collecting full Drop-box Containers on the same business day if the Customer's initial request is received by the call center before or at 10:00 a.m., and no later than the next business day if the Customer's initial call is received by the call center after 10:00 a.m. At the Customer's request, the Contractor shall deliver an empty Drop-box Container to the Customer at the time of collecting the full Drop-box Container.

The Contractor shall not exceed the charges listed in Exhibit B for Container delivery, rental, hauling, and disposal fees. The Contractor shall detach, remove, and replace Drop-Box Containers from enclosures. The Contractor shall not charge fees for opening/closing gates. The Contractor shall provide locks to Customers upon request, and shall charge a locking/unlocking Container fee as listed in Exhibit B. The Contractor may charge additional time and/or mileage only if the Customer requests that Contractor deliver material to a facility other than the closest disposal facility and the Contractor has advised of the charge.

3.5 Temporary Container Service

The Contractor shall maintain a sufficient Container inventory to provide delivery of empty Containers to temporary Customers within seven (7) days of the Customer's initial request. Temporary, non-permanent service shall not exceed ninety (90) days in duration, otherwise Customers shall subscribe to regular Service. The charges for temporary Carts and Detachable Container service as listed in Exhibit B shall include delivery, collection, distance, and disposal. The Contractor shall not exceed the charges listed in Exhibit B for Container delivery, rental, hauling, and disposal fees.

3.6 City Services

The Contractor shall provide Garbage, Recyclables, and (as appropriate) Compostables collection to City-owned or occupied facilities, parks, and land as a part of this Contract and at no additional charge. The Contractor shall not make any changes to City services including adding or removing Containers on City property unless directed by the City. If there is a material increase in the number of City facilities and/or services during the term of this Contract, then the Parties shall

meet and confer in good faith to negotiate an appropriate adjustment to Contractor's rates set forth herein.

City Facility	Address
City Hall	200 Moe St NE
Public Works	22097 Viking Ave NW
Public Works Yard	22125 Viking Ave NW
Public Works Mechanic Yard	710 NE Iverson
Parks & Recreation Center	19540 Front St NE
Nelson Park	20296 3rd Ave NW
The Poulsbo Events and Recreation Center (PERC)	1135 NW Reliance St
Raab Park	18349 Caldart Ave NE

Collection shall include regular Garbage, Recyclables and Compostables generated from City facilities on an ongoing basis through the ordinary course of operations. This may include material generated by the City or third parties such as a janitorial contractor, the public visiting a park or a City-sponsored public event, a group renting the Recreation Center, or community volunteers performing a cleanup.

4. CUSTOMER SERVICE AND COLLECTION SUPPORT

The Contractor shall be responsible for providing all collection support and management including, but not limited to, Customer Service functions, billing, reporting, education and outreach, and mandatory collection enforcement.

4.1 Operations Base

The Contractor shall maintain a service base for storing and/or maintaining collection vehicles within fifty (50) miles of the Service Area. Operations and management staff shall be located at that site.

4.2 Call Center

The Contractor shall be responsible for providing Customer Service functions through its call center, including answering Customer phone calls and messages, informing Customers of services and charges, handling subscriptions and cancelations, receiving and resolving Customer complaints, and dispatching Drop-box Containers, temporary Containers, and special collections.

The Contractor shall maintain sufficient call center staff to answer and handle complaints and service requests by a live person from all Customers without delay at a minimum between the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday of each week, except holidays. An automated voicemail service or phone answering system shall be used when the office is closed.

All incoming phone calls shall be answered promptly and courteously. A Customer shall be able to talk directly with a live Customer Service representative during office hours without navigating an automated phone answering system that takes longer than sixty (60) seconds to navigate. Call center operations may be remotely provided, but shall be based within the United States of

America.

4.3 Website

The Contractor shall maintain a mobile-friendly website containing information specific to the City's collection programs, including collection schedules/calendar, material preparation requirements, available services, rates and fees for all sectors and services including discounts available, holiday schedules, inclement weather service changes, and other relevant service information for Customers.

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

4.4 Billing

The Contractor shall be responsible for all billing functions related to the Garbage, Recyclables, and Compostables collection services for all Customers under this Contract. The Contractor shall generate and send bills, collect required taxes and fees, receive and process payments, maintain records, and implement rate changes as specified in the Rate Adjustments Section.

Single-family Customers may be billed monthly, every other month, or quarterly, and Multifamily and Commercial Customers shall be billed monthly. The Contractor shall offer paperless billing and autopay options to customers.

Billing and accounting costs associated with Customer invoicing, including credit card fees, shall be borne by the Contractor. The Contractor may bill to Customers late payments not to exceed one percent (1%) of the balance due with a minimum of one dollar ($1) and non-sufficient funds (NSF) check charges not to exceed thirty-five dollars ($35).

The City retains the right to take over responsibility for the billing of customers and the customer service functions under the Contract, at any time during the term, upon one hundred eighty (180) days written notice to Contractor. If the City exercises this option, then the Parties shall meet and confer in good faith to discuss any changes or adjustments to this Contract which may be necessary for the City to take over these billing and customer service functions, including the City's assumption of the risk of bad debt collection.

4.5 Reporting

The Contractor will be required to keep records and submit them to the City as specified below in Microsoft Excel. The City may request ad-hoc program reports at any time during the calendar year, but shall allow the Contractor thirty (30) days to prepare the reports. The minimum monthly and annual reporting requirements set forth below are subject to modification, and shall include the information below.

4.5.1 Monthly Reports

On a monthly basis, by the last day of each month, the Contractor shall provide a report containing information for the previous month.

i. Summary of total Garbage, Recyclables, and Compostables tonnage collected for each sector by month and year-to-date. Drop-box tonnage shall be separated out from other Container tonnage.

ii. Summary of total number of Garbage, Recyclables, and Compostables customers by sector and service level.

iii. For any overweight Collection Vehicles, a summary of date, vehicle number, total weight, and weight exceeding weight limits.

iv. Summary of Customer complaints, missed pickup, missed deliveries, etc. which shall include date, Customer name, address, sector, service level, specific complaint, and resolution.

v. Accounts receivable aging report with a list of Customers with unpaid invoices over 90 days past due.

vi. Total billed revenue and Administrative Fee paid to the City.

4.5.2 Annual Reports

On an annual basis, by the last working day of February, the Contractor shall provide a report containing the following information for the previous year.

i. Discussion of highlights and other noteworthy experiences over the previous year and any opportunities and challenges expected during the upcoming year.

ii. List of all Customers by sector with their current service level and contact information.

iii. Report of parcel data that shows locations that do not have subscription service.

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

4.6 Promotion, Education and Outreach

The Contractor shall keep Customers informed of programs and encourage participation through an annual service guide which shall include an informational brochure indicating all services available, preparation and other service requirements, contact information, inclement weather and other policies, a collection calendar and other useful customer information. The Contractor shall mail the annual service guide to all Single-family Residential, Multifamily, and Commercial Customers by November 15th.

New Customers shall receive a welcome packet comprised of materials from the annual service guide for their sector. The Contractor shall have sufficient copies of printed materials to fulfill requests from Customers and the City throughout the year.

The Contractor shall work with the City to develop public promotions, education, and outreach programs for all sectors. Topics may include properly managing waste, reducing waste, increasing

diversion, decreasing contamination, and other topics related to solid waste as mutually determined by the City and Contractor. The Contractor shall cover all the costs related to developing, designing, executing, printing, acquiring, and distributing all materials.

4.7 Mandatory Collection Enforcement

The Contractor shall assist the City with enforcing mandatory collection for all affected Customers. The Contractor's materials, website, and customer service representatives shall provide a consistent message informing affected Customers of this requirement.

In the event a Customer subject to mandatory collection refuses to subscribe for collection, the Contractor shall provide that Customer the minimum service level for that Customer class and shall provide service (even if not used) and shall have the right to bill and collect from the Customer for such service (even if not used). The minimum service level is considered the least expensive service for the specific Customer class. Except as otherwise expressly provided for by the Contract, the Contractor shall not cancel Service to Customers.

4.8 Transition to Next Contractor

The Contractor shall work with the City and any successive contractor in good faith to ensure minimal Customer disruption during the transition period to the City's next contractor, if this Contract is not extended, renewed, or renegotiated. 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 either the City or a successive contractor a detailed customer list, including customer name, contact information, service address, billing address, and collection and Container rental service levels in Microsoft Excel format.

5. COMPENSATION

5.1 Compensation to the Contractor

5.1.1 Customer Rates

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

In the event that Contractor or a Customer desires services not specifically addressed in this Contract, the Contractor shall propose service parameters and a rate to the City for approval, based on an adjacent or surrounding WUTC tariffs. In no case shall the Contractor provide unauthorized services or charge unauthorized rates.

In the event that a Customer places Excluded Materials or Unacceptable Materials in a Container, and the Contractor collects those materials inadvertently and incurs extraordinary expenses

dealing with those materials, the Contractor may charge the Customer the actual costs of managing those materials, as approved by the City. Actual costs shall include additional transportation, handling, and disposal costs incurred by the Contractor for handling only those specific materials traceable to that Customer.

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

5.1.2 Low-Income Discounts

The Contractor shall provide low-income seniors and low-income disabled citizens with a discount on regular Garbage Service, but shall not apply to Extra Units, Compostables Service, or ancillary fees. The discount shall be thirty percent (30%), consistent with other City utilities, which be revised from time to time. The City will provide the Contractor with a list of Customers who met the City's qualifications for utility discounts.

5.1.3 Itemization on Invoices

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

Charges for excess Garbage, Compostables collection, excess Compostables, Drop-box Container collection services, Container rentals, temporary Container services, and Drop-box disposal fees shall be itemized on the Customer invoices separately by the Contractor, and may at no time exceed the charges set forth in Exhibit B. The Contractor shall not charge separately for the collection of Source-separated Recyclables collection under this Contract. Drop-box disposal fees shall be passed through as the actual Kitsap County disposal cost without additional mark-up.

The Contractor shall not separately charge sales tax for services that include any Container as part of the overall service package. Only Drop-box Container rental shall have sales tax charged and listed on Customer invoices.

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

5.1.4 Customer Payment Obligations

The Contractor may use any legal means, including appropriate lien rights, to enforce Customer payment obligations. The Contractor shall send Customers who are sixty (60) or more days past due a standard notification letter, including notification that an account will be turned over to a third party for collection and that the Contractor may then make arrangements for third party collection and/or lien the property for the debt. Once an account is turned over to third party collection, the Contractor may reduce the service level to the minimum service level for that

Customer class. The Contractor shall be allowed to charge a redelivery fee should the Customer request to reinstate their higher level of service after paying all overdue balances. The redelivery fee in Exhibit B covers the redelivery of all Containers to Customers. Except as expressly provided for in the Contract, the Contractor is prohibited from canceling Service for Customers who are past due on payment obligations.

5.2 Rate Adjustments

Periodic adjustments shall be made to rates contained in Exhibit B to reflect increases or decreases in CPI and tipping fees as described below.

On or before October 1st each year, the Contractor shall submit a Rate Adjustment Statement to the City which shall be in Microsoft Excel with formulas for calculations able to be inspected by the City. An example of annual rate adjustments due is provided in Exhibit C. Adjustments shall be made in units of one cent ($0.01). All calculations shall round numbers and percentages to two decimal places ($1.23 or 1.23%).

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

5.2.1 CPI Service Component Adjustment

Beginning January 1, 2028, annual adjustments shall be applied to the Contractor's service component of the rates and the miscellaneous fees and charges contained in Exhibit B that do not have separate Garbage disposal component for each level of service. The service component shall increase each year by one hundred percent (100%) of the annual percentage change in the Consumer Price Index (CPI) for All Urban Consumers: Water and sewer and trash collection service ("CPI") (Series CUUR0000SEHG), as published by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index. Adjustments shall be based on the twelve (12) month period ending June 30th of the previous year that the request for increase is made. For example, an adjustment to the Contractor's collection service charge effective January 1, 2028, will be based on the CPI for the twelve (12) month period ending June 30, 2027. The annual CPI adjustment in any given year shall not be less than zero (0) or more than six percent (6%), and shall have no effect on the following year's CPI adjustment.

5.2.2 Disposal Component Adjustment

Periodic adjustments shall be made to the disposal component of the rates, inclusive of the Administrative Fee and Washington State excise tax, contained in Exhibit B to reflect increases or decreases in Kitsap County Tipping fees. Disposal component changes shall be effective on the date of the County's implementation, provided that the Contractor has provided Customers forty-five (45) days' notification.

5.2.3 Initial Rate Adjustment

An initial adjustment of the Exhibit B rates on the disposal component shall be performed prior to the Date of Commencement of Services and shall be in effect through December 31, 2027. The rate modification notification to Customers shall be provided in informational materials as part of the new Contract roll-out.

5.2.4 Compostable Processing Fees

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

5.2.5 Recyclables Processing Fees and Commodity Value

The City and Contractor agree that the rates in Exhibit B include all Recyclables processing and marketing costs, including processing residual disposal. The Contractor shall retain revenues gained from the sale of Recyclables. Likewise, a tipping fee or acceptance fee charged for Recyclables shall be the financial responsibility of the Contractor. Changes in costs or commodity values of Recyclables due to changes in legislation shall be addressed in the Change in Law section of this Contract.

5.2.6 Changes in Disposal or Processing Sites

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

5.2.7 New or Changes in Existing Taxes

If new municipal, county, regional, or State taxes or fees are imposed, the rates of existing taxes (other than federal taxes) or fees are changed, or new road or bridge tolls necessarily affecting the Contractor's operations under this Contract imposed after the Date of Execution of this Contract, and the impact of these changes results in increased or decreased Contractor costs in excess of five thousand dollars ($5,000) in the aggregate annually, the Contractor shall submit a detailed proposal for the adjustment of the rates to reflect any additional costs or savings to the Contractor. It is intended that the Contractor's rates pursuant to this Contract, in such a case, be

adjusted so as to pass through any resulting additional costs incurred by the Contractor to the City or any savings realized to the Contractor to the City. The Contractor and City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate and if so, to determine the amount and the method of adjustment.

5.2.8 Change in Law

The City may adjust rates due to changes in federal, state, or local laws or regulations, the administrative or judicial interpretation thereof, or an order or judgment of any governmental authority not addressed otherwise in this Contract that affects the Contractor's cost over five thousand dollars ($5,000) in the aggregate annually. The Contractor shall submit a detailed proposal to adjust the rates to reflect any additional costs or savings to the Contractor. 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. It is intended that the Contractor's rates pursuant to this Contract in such a case be adjusted to pass through any resulting additional costs incurred or any savings realized from the Contractor to the Customers or the City. The Contractor and the City shall enter into good faith negotiations to determine whether compensation adjustments are appropriate and, if so, to determine the adjustment amount and method of adjustment.

5.3 Compensation to the City

The Contractor shall pay to the City a one-time fee of forty-five thousand dollars ($45,000) upon Contract execution to cover City costs for procuring this Contract.

The Contractor shall also pay to the City an Administrative Fee of twenty percent (20%) on or before the fifteenth (15th) day of each month during the term of this Contract, starting the month following the initiation of the fee. The Administrative Fee shall be based on the gross revenues received by the Contractor from all Customers under this Contract, excluding Drop-box Container disposal fees. The Contractor's obligations to pay the Administrative Fee shall survive the termination date of this Contract until the Contractor is no longer receiving payments from Customers for services provided under this Contract.

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

The City may change the Administrative Fee level in any year, provided that the change is synchronized with the annual Contractor rate modification. The City shall notify the Contactor of a change in Administrative Fee for the initial year of the Contract at least one hundred twenty (120) days prior to the Date of Commencement of Service and for following years by September 1st. In the event that the Administrative Fee is adjusted, the Contractor shall adjust the rates using the effective change in Administrative Fee due to the Administrative Fee being paid on gross revenues. The effective change in Administrative Fee is calculated by multiplying the

Administrative Fee by one hundred percent (100%) plus the Administrative Fee percentage. For example, adding a three percent (3.0%) Administrative Fee shall require a three and nine hundredths percent (3.09%) change in the rate. The rate shall be further adjusted by an amount equivalent to the State excise tax (2.1% in 2026) on the change in Administrative Fee, as may be adjusted from time to time by the State.

6. FAILURE TO PERFORM

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

6.1 Liquidated Damages

As a breach of the service provided by this Contract would cause serious and substantial damage to City and its residents, and the nature of this Contract would render it impracticable or extremely difficult to fix the actual damage sustained by City by such breach, it is agreed that in case of breach of service, City may elect to collect liquidated damages for each such breach and Contractor shall pay City as liquidated damages and not as penalty, the amount set forth below, such sums being the amount which City will be damaged by the breach of such services. An election to seek such remedy shall not be construed as a waiver of any remedies City may have as to any subsequent breach of services under this Contract.

Action or Omission	Liquidated Damages
1. Collection outside of Contract specified hours.	Fifty dollars ($50) per vehicle per day.
2. Missed collection not recovered within the Contract specified timeframe.	Fifty dollars ($50) per incident.
3. Repetition of complaints on a route after notification, including failure to replace Containers in designated locations, missed service, spilling, not locking Containers, not closing gates, not replacing lids, or similar violations.	Fifty dollars ($50) per incident.
4. Failure to delivery or replace a Container within the Contract specified timeframe.	Fifty dollars ($50) per incident.
5. Collection Vehicle exceeding street weight limits.	One hundred dollars ($100) per incident.
6. Failure to initiate clean-up or collect leaked or spilled materials and/or failure to notify the City within an appropriate timeframe.	One hundred dollars ($100) per incident plus clean-up costs.
7. Landfilling of non-contaminated, properly prepared Recyclables, Yard Debris, or Compostables.	Two hundred fifty dollars ($250) per incident.
8. Misrepresentation by Contractor in records or reporting.	Two hundred fifty dollars ($250) per incident.

Action or Omission	Liquidated Damages
9. Failure to fulfill Contract requirements not specified in Items 1 – 8 above.	One hundred dollars ($100) per incident.

Liquidated damages will be reasonably applied and may be levied only if documented in an incident report presented by the City to Contractor. Contractor shall be notified and provided a copy of an incident report and shall be given twenty-four (24) hours to cure the problem (if applicable) before liquidated damages are invoiced to Contractor, except in the case of incidents for which, due to the nature of the event, a "cure" is not possible. Such liquidated damages as City shall elect to collect shall be billed to Contractor and be paid within twenty (20) days. Application of these damages may be appealed within ten (10) days by Contractor to the Contract Administrator, whose decision shall be final.

6.2 Contract Default

The failure of Contractor to comply with the material terms of this Contract within ten (10) days after having received written notice from the City by certified mail, return receipt requested, at Contractor's mailing address, and a thirty (30) day opportunity to cure such defects, shall constitute grounds for termination of the Contract at the option of the City. However, if an emergency shall arise (including but not limited to a hazard to public health or safety or the environment) that does not allow ten (10) days' prior written notice, the City shall promptly notify the Contractor of its intent to exercise its rights immediately.

7. NOTICES

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

City	Contractor
Public Works Director City of Poulsbo 200 NE Moe St, Poulsbo, WA 98370 publicworks@cityofpoulsbo.com	###

8. MISCELLANEOUS TERMS

8.1 Representations and Warranties

The Contractor represents and warrants to the City as follows:

i. *Organization and Qualification*. Under State laws, the Contractor is duly incorporated, validly existing, and in good standing under State laws, and has all requisite corporate power and authority to enter into and to perform its obligations under this Contract.

ii. *Authority*. This Contract has been validly executed by an authorized representative of the

Contractor, with the authority to sign on behalf of and bind the Contractor, and this Contract constitutes a valid and legally binding and enforceable obligation of the Contractor.

iii. *Government Authorizations and Consents*. The Contractor has or will obtain at its sole cost prior to the Date of Commencement of Service any such licenses, permits, and other authorizations from federal, State, and other governmental authorities, as are necessary for the performance of its obligations under this Contract.

iv. *Accuracy of Information*. None of the representations or warranties in this Contract, and none of the documents, statements, reports, certificates, or schedules furnished or to be furnished by the Contractor pursuant to this Contract or in connection with the performance of the obligations contemplated under this Contract, at any time contain untrue statements of a material fact or omissions of material facts.

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

8.2 Access to Records

The City shall have the right to inspect and copy all books, records and documents, and to interview any person, and to review any evidence in Contractor's possession and control that may assist the City in determining whether the Contractor is in compliance with the Contract. Contractor shall retain all records relevant to determining its compliance with this Contract for a period of five years after termination.

8.3 Insurance

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

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

8.3.1 Minimum Scope of Insurance

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

below:

i. Automobile Liability insurance covering all owned, non-owned, hired, and leased Collection Vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 02 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The policy shall include the ISO CA 9948 Form (or its equivalent) for transportation of cargo and a MCS 90 Form in the amount specified in the Motor Carrier Act. The policy shall include a waiver of subrogation in favor of the City. The City shall be included as an additional insured under the Contractor's Automobile Liability insurance policy.

ii. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City, using ISO additional insured endorsements CG 2010 and CG 2037 or substitute endorsements providing at least as broad coverage.

iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the state.

iv. Contractor's Pollution Liability insurance coverage for losses caused by pollution conditions that arise from Contractor's operations under this Contract, including transportation of cargo. Contractor's Pollution Liability insurance shall cover any occurrence of bodily injury, personal injury, property damage, cleanup costs, and legal defense expenses, including costs and expenses incurred in the investigation, defense, or settlement of claims. The City shall be named as an additional insured under the Contractor's Pollution Liability insurance policy via blanket-form endorsement.

8.3.2 Minimum Amounts of Insurance

Contractor shall maintain at a minimum the following insurance limits:

i. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of five million dollars ($5,000,000) for each accident. Limits may be achieved by a combination of primary and umbrella policies.

ii. Commercial General Liability insurance shall be written with limits no less than five million dollars ($5,000,000) for each occurrence, ten million dollars ($10,000,000) general aggregate, and a two million dollar ($2,000,000) products-completed operations aggregate limit. Limits may be achieved by a combination of primary and umbrella policies.

iii. Workers' Compensation coverage as required by the Industrial Insurance laws of the state.

iv. Contractor's Pollution Liability insurance shall be written with limits no less than three million dollars ($3,000,000) combined single limit for each pollution condition for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense.

8.3.3 Other Insurance Provisions

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

i. The Contractor's insurance coverage shall be the primary insurance with respect to the operations being performed as a part of this Contract, City, its officials, officers, employees, agents, and volunteers. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it. The City, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on the Contractor's Automobile Liability, Commercial General Liability, and Pollution Liability insurance policies, via blanket-form endorsement.

ii. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

iii. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be canceled except after the Contractor endeavors to provide thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the City. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the City of any cancellation of any insurance immediately on receipt of insurers' notification to that effect.

8.3.4 Acceptability of Insurers

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

8.3.5 Verification of Coverage

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

8.3.6 Subcontractors

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

8.4 Performance Bond

The Contractor shall provide and maintain at all times a valid Contractor's Performance and Payment Bond(s) in a form acceptable and approved by the City in the amount of five hundred thousand dollars ($500,000). The bond(s) shall be issued for a period of not less than one (1) year, and the Contractor shall provide new bond(s) to the City no less than sixty (60) days prior to the expiration of the bond(s) then in effect. The City shall have the right to call the bond(s) in full in the event its renewal is not confirmed prior to five (5) days before its expiration.

8.5 Indemnification

The Contractor shall indemnify and hold the City and its officials, officers, agents, and employees, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, loss, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, or in connection with, or incident to, the execution of this Contract and/or the Contractor's performance or failure to perform any aspect of this Contract; provided, however, that if such claims are caused by or result from the concurrent negligence of the City its officials, officers, agents, and employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees, and/or officers for damages or loss caused by the City's sole negligence. The provisions of this section shall survive the expiration or termination of this Contract.

With respect to the obligations to hold harmless, indemnify and defend provided for herein, as they relate to claims against the City, their officers, agents and employees, 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 which is caused by or arises out of the Contractor's exercise of rights of privileges granted by this Contract. This waiver is mutually agreed to by the parties.

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

8.6 Confidentiality of Information

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

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

8.7 Assignment of Contract

8.7.1 Assignment or Pledge of Money

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

8.7.2 Subcontractors

The Contractor may subcontract non-incidental portion of the services required by this Contract such as Container deliveries, swaps, cleaning, painting, and other non-collection related services only with the specific written consent of the Contract Administrator, which shall not be unreasonably withheld. Such consent shall not relieve Contractor from its responsibilities under this Contract for the services performed by a subcontractor.

8.7.3 Change of Control

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

Any single transaction or series of related transactions by which the beneficial ownership of more than fifty percent (50%) of the voting securities of the Contractor is acquired by a person or entity, or by a related or affiliated group of persons or entities, who as of the effective date of the Contract do not have such a beneficial interest; provided, however, that intra-company transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Contractor, or transfers to corporations, limited partnerships, or any other entity owned or controlled by the Contractor upon the effective date of the Contract, and transactions effected on any securities exchange registered with the U.S. Securities and Exchange Commission, shall not constitute a Change in Control.

8.7.4 Change of Trade Name

In the event the Contractor wishes to change the trade name under which it does business under this Contract, the Contractor shall provide the name, logo, and colors under which it will be doing business in writing to the City at least thirty (30) days prior to the effective date of its change of trade name. Within a reasonable period, but in any event not more than three (3) months, following a change of trade name by the Contractor, all items, logos, articles, and implements seen by the public shall be changed, including but not limited to letterhead, signs, promotional

materials, website pages, billing statements, envelopes, Container decals, and other items. Collection Vehicles are the only exception; they must be repainted with new trade name, and any new logo or colors, within two (2) years of the effective date of the change of trade name. The Contractor shall not use a firm name containing any words implying municipal ownership or including the name of the City.

8.8 Laws Governing Venue

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

8.9 Compliance with Applicable Laws and Regulations

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

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

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

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

8.10 Permits and Licenses

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

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

8.11 Relationship of Parties

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

8.12 Direct Customer Contract

The Contractor shall not separately contract with Customers for any services covered under this Contract; however, the Contractor may negotiate separate agreements with Customers for the sole purpose of compactor leasing or other related services only when not included in this Contract, provided that Customers are provided separate invoices for those services and that the Contractor makes it clear to Customers that those services are not provided under this Contract. These separate agreements must be in writing and shall in no way expressly or by application supersede this Contract. Customers shall be able to cancel their separate agreements with the Contractor upon request into order to utilize similar services provided under this Contract.

8.13 Bankruptcy

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

8.14 Right to Renegotiate or Amend

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

identified through a pilot program, to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

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

8.15 Force Majeure

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

8.16 Severability

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

8.17 Waiver

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

8.18 Dispute Resolution

The Parties shall attempt to resolve any and all disputes to the mutual satisfaction of both Parties by good faith discussions. Throughout the duration of a dispute, the Contractor shall continue providing all Services included in this Contract. In the event that the Parties are unable to resolve a dispute through good faith discussions, either Party may demand non-binding mediation before a neutral and mutually agreeable mediator. If mediation fails to resolve the dispute, either Party may file suit. In the event of litigation arising from or relating to this Contract, the substantially prevailing Party shall be entitled to recover its court costs and reasonable attorney fees.

8.19 Entirety

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

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

###

By _____

###

CITY OF POULSBO

By _____

Edward R. Stern, Mayor

ATTEST:

By _____

Rhiannon K. Fernandez, CMC, City Clerk

APPROVED AS TO FORM:

By _____

Emily Romanenko, City Attorney

EXHIBITS

EXHIBIT A: Service Area Map

EXHIBIT B: Contractor Rates

EXHIBIT C: Rate Modification Example

EXHIBIT A: Service Area Map

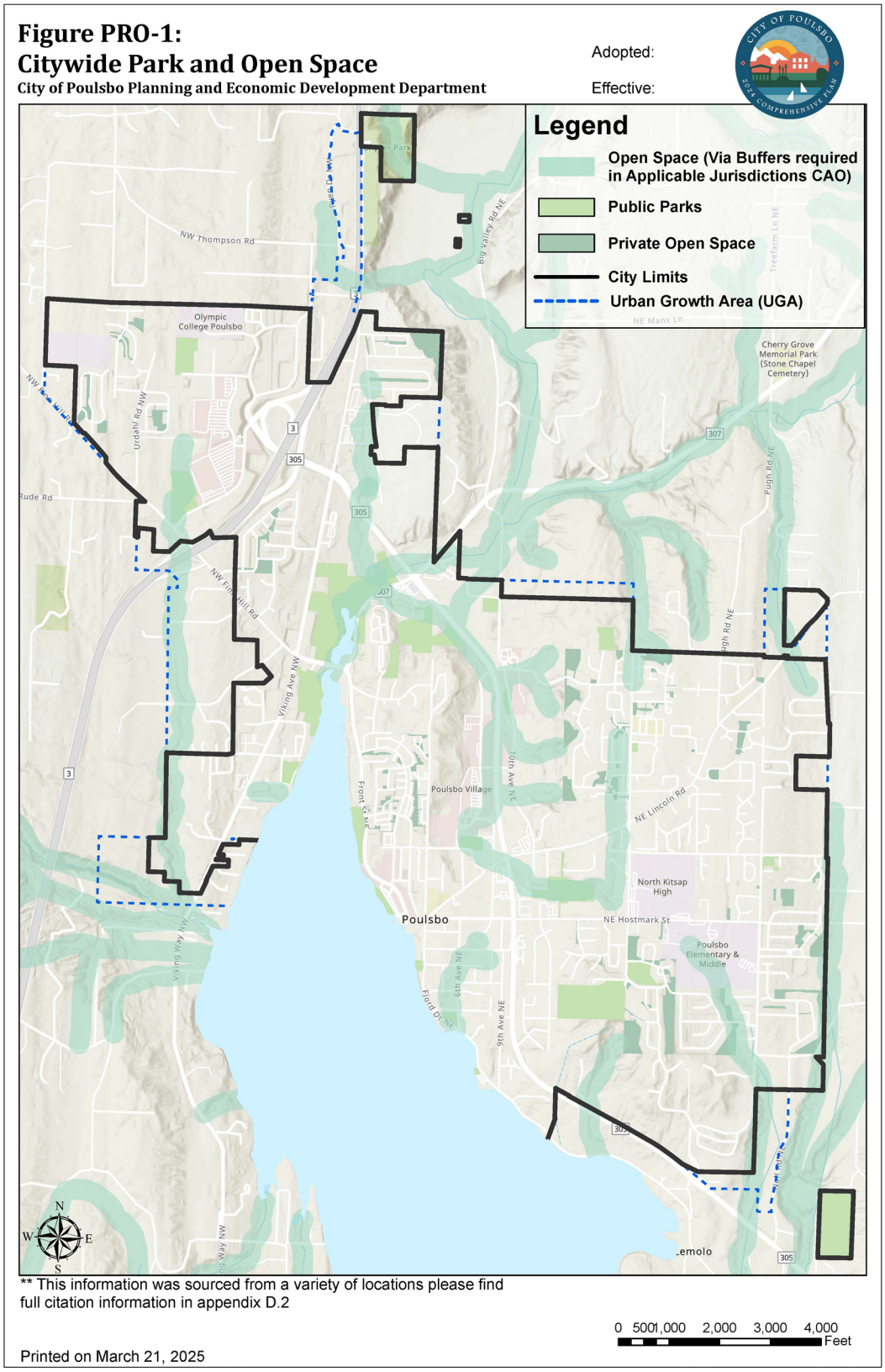

EXHIBIT B: Contractor Rates

EXHIBIT C: Rate Modification Example

The service and disposal components of the Customer rate listed in Exhibit B shall be adjusted separately, as appropriate.

Service Component Adjustment

The service component for each service level listed in Exhibit B shall be increased or decreased by the amount of the CPI change.

$$\mathbf{SC_{NEW} = SC_{OLD} \times [1 + (CPI_{NEW} - CPI_{OLD}) / CPI_{OLD}]}$$

Where:

SC_{NEW} = The new service component of the customer rate for a particular service level
SC_{OLD} = The previous service component of the customer rate for a particular service level
CPI_{NEW} = The most recent June CPI value
CPI_{OLD} = The CPI value used for the previous rate adjustment

For example, if the current service component of a 32-gallon Cart is $20.00, the previous period's CPI is 300, and the new period's CPI is 320, then the new service component of the rate shall increase to $21.33 on January 1.

$20.00 x [1 + (320 - 300) / 300] = **$21.33**

Disposal Component Adjustment

The disposal component for each service level listed in Exhibit B shall be increased or decreased by the amount of the tipping fee rate change.

$$\mathbf{DC_{NEW} = DC_{OLD} \times [1 + (TF_{NEW} - TF_{OLD}) / TF_{OLD}]}$$

Where:

DC_{NEW} = The new disposal component of the customer rate for a particular service level
DC_{OLD} = The old disposal component of the customer rate for a particular service level
TF_{NEW} = The new tipping fee, dollars per ton
TF_{OLD} = The old tipping fee, dollars per ton

For example, if the old disposal service component of a 32-gallon Cart is $10.00, the old tipping fee is $125.00 per ton, the new tipping fee is $130.00, then the new disposal component of the rate shall increase to $10.40 on January 1.

$10.00 x [1 + ($130.00 - $125.00) / $125.00] = **$10.40**

So, the new customer rate for a 32-gallon Cart is $31.73 where the new service component is $21.33 and the new disposal component is $10.40.

City of Poulsbo Solid Waste Collection Contract RFP

Revised Container Counts

Residential Container Counts

CONTAINER SIZE	# GARBAGE CONTAINERS	# RECYCLING CONTAINERS	# COMPOSTABLES CONTAINERS
10 Gallon Microcan	55	55	0
20 Gallon Cart	447	433	0
32 Gallon Cart	2,152	2,082	0
64 Gallon Cart	1,615	1,507	0
96 Gallon Cart	0	0	580

Multifamily Container Counts

CONTAINER SIZE	# GARBAGE CONTAINERS	# RECYCLING CONTAINERS	# COMPOSTABLES CONTAINERS
10 Gallon Microcan	8	0	0
20 Gallon Cart	14	0	0
32 Gallon Cart	29	0	0
64 Gallon Cart	78	0	0
96 Gallon Cart	0	97	0
2 Cubic Yard Uncompacted Container	27	16	0
4 Cubic Yard Uncompacted Container	19	0	0
6 Cubic Yard Uncompacted Container	18	0	0
8 Cubic Yard Uncompacted Container	6	0	0

Commercial Container Counts

CONTAINER SIZE	# GARBAGE CONTAINERS	# RECYCLING CONTAINERS	# COMPOSTABLES CONTAINERS
10 Gallon Microcan	6	0	0
20 Gallon Cart	15	0	0
32 Gallon Cart	39	0	0
64 Gallon Cart	167	8	0
96 Gallon Cart	0	144	0
2 Cubic Yard Uncompacted Container	70	73	0
4 Cubic Yard Uncompacted Container	73	0	0
6 Cubic Yard Uncompacted Container	43	0	0
8 Cubic Yard Uncompacted Container	42	0	0

Non-compacted 10 - 40 Cubic Yard	10	0	0
Compacted 15-40 Cubic Yard	7	0	0

City of Poulsbo Solid Waste Collection Contract RFP

Revised Proposal Price Form **Proposer:**

	SERVICE LEVEL	TOTAL COUNT	DISPOSAL FEE	SERVICE FEE	CUSTOMER RATE
Residential Curbside Services	**Garbage Service (Embedded Recycling):**				
	20 Gallon EOW Garbage Cart	55			$0.00
	20 Gallon Weekly Garbage Cart	447			$0.00
	32 Gallon Weekly Garbage Cart	2,152			$0.00
	64 Gallon Weekly Garbage Cart	1,615			$0.00
	96 Gallon Weekly Garbage Cart	0			$0.00
	Extra Garbage in Container or Lid Open >6" (Each)				$0.00
	Extra Garbage Bags/Cans on Ground (Each)				$0.00
	Compostables Service:				
	EOW 96 Gallon Compostables Cart & Service	580			
	EOW 64 Gallon Compostables Cart & Service	0			
	EOW 32 Gallon Compostables Cart & Service	0			
	Additional EOW Compostables Cart & Service				
	Extra Compostables Cans/Bags, 32 Gallon Equivalent (Each)				
	Miscellaneous Fees:				
	Additional Recyclables Cart (Beyond 2), Per Month	-			
	Return Trip, Per Pickup	-			
	Carry-out Charge, Per 25 Feet, Per Month	-			
	Carry-out Charge, Per 25 Feet, Per Occurrence for On-Call	-			
	Drive-in Charge, Per Month	-			
	Standby Fee, Per Month	-			
	Redelivery of All Carts After Service Changes Due to Nonpaymen	-			
	Cart Cleaning	-			
	Cart Replacement (Due to Repeated Negligence)	-			

	SERVICE LEVEL	TOTAL COUNT	DISPOSAL FEE	SERVICE FEE	CUSTOMER RATE
MF & Commercial Carts	**MF Garbage Service (Embedded Recycling):**				
	32 Gallon Garbage Cart	51			$0.00
	64 Gallon Garbage Cart	78			$0.00
	96 Gallon Garbage Cart	0			$0.00
	Extra Garbage in Container or Lid Open >6" (Each)				$0.00
	Extra Garbage Bags/Cans on Ground (Each)				$0.00
	Commercial Garbage Service (No Recycling):				
	32 Gallon Garbage Cart	60			$0.00
	64 Gallon Garbage Cart	167			$0.00
	96 Gallon Garbage Cart	0			$0.00
	Extra Garbage in Container or Lid Open >6" (Each)				$0.00
	Extra Garbage Bags/Cans on Ground (Each)				$0.00
	MF Compostables Service:				
	32 Gallon Weekly Compostables Cart				
	64 Gallon Weekly Compostables Cart				
	96 Gallon Weekly Compostables Cart				
	Extra Compostables Cans/Bags, 32 Gallon Equivalent (Each)	-			
	Miscellaneous Fees:				
	Locking/Unlocking Garbage Cart or Enclosure, Per Month	-			
	Return Trip, Per Pickup	-			
	Carry-out Charge, Per 25 Feet, Per Month	-			
	Drive-in Charge, Per Month	-			
	Redelivery of All Carts After Service Changes Due to Nonpaymen	-			
	Cart Cleaning	-			
	Cart Replacement (Due to Repeated Negligence)	-			

MF & Commercial Detachable Containers	SERVICE LEVEL	TOTAL COUNT	DISPOSAL FEE	SERVICE FEE	CUSTOMER RATE
	MF Uncompacted Garbage Service (Embedded Recycling):				
	2 Cubic Yard Container 1 Pickup/Week	27			$0.00
	3 Cubic Yard Container 1 Pickup/Week	0			$0.00
	4 Cubic Yard Container 1 Pickup/Week	19			$0.00
	6 Cubic Yard Container 1 Pickup/Week	18			$0.00
	8 Cubic Yard Container 1 Pickup/Week	6			$0.00
	Commercial Uncompacted Garbage Service (No Recycling):				
	2 Cubic Yard Container 1 Pickup/Week	70			$0.00
	3 Cubic Yard Container 1 Pickup/Week	0			$0.00
	4 Cubic Yard Container 1 Pickup/Week	73			$0.00
	6 Cubic Yard Container 1 Pickup/Week	43			$0.00
	8 Cubic Yard Container 1 Pickup/Week	42			$0.00
	MF Compacted Garbage Service (Embedded Recycling):				
	1 Cubic Yard Compacted Container	-			$0.00
	1.5 Cubic Yard Compacted Container	-			$0.00
	2 Cubic Yard Compacted Container	-			$0.00
	3 Cubic Yard Compacted Container	-			$0.00
	4 Cubic Yard Compacted Container	-			$0.00
	6 Cubic Yard Compacted Container	-			$0.00
	Commercial Compacted Garbage Service (No Recycling):				
	1 Cubic Yard Compacted Container	-			$0.00
	1.5 Cubic Yard Compacted Container	-			$0.00
	2 Cubic Yard Compacted Container	-			$0.00
	3 Cubic Yard Compacted Container	-			$0.00
	4 Cubic Yard Compacted Container	-			$0.00
	6 Cubic Yard Compacted Container	-			$0.00
	Extra Garbage:				
	Extra Garbage in Container, 1/2 Cubic Yard Equivalent (Each)				$0.00
	Extra Garbage on Ground, 1/2 Cubic Yard Equivalent (Each)				$0.00
	Miscellaneous Fees:				
	Locking/Unlocking Container or Enclosure, Per Month	-			
	Return Trip, Per Pickup	-			
	Container Roll-out Over 25 Feet, Per 25 Feet, Per Month	-			
	Redelivery of All Containers After Service Changes Due to Nonpa	-			
	Container Cleaning	-			
	Container Repair (Due to Repeated Negligence)	-			
	Container Replacement (Due to Repeated Negligence)	-			

MF & Commercial Drop-box Collection	SERVICE LEVEL	TOTAL COUNT			HAUL CHARGE
	MF Drop-box Hauling (Embedded Recycling):				**PER EVENT**
	Non-compacted 10-40 Cubic Yard Drop-box	-			
	Compacted 10-40 Cubic Yard Drop-box	-			
	Commercial Drop-box Hauling (No Recycling):				**PER EVENT**
	Non-compacted 10-40 Cubic Yard Drop-box	10			
	Compacted 10-40 Cubic Yard Drop-box	7			
	Non-compacted Drop-box Rental & Delivery:			**MONTHLY RENT**	**DELIVERY CHARGE**
	Non-compacted 10 - 40 Cubic Yard Drop-box	-			
	Garbage Disposal:				**PER TON**
	Drop-box Disposal (No Mark-up)	-			$128.94
	Miscellaneous Fees:				**PER EVENT**
	Additional Mileage Charge for Hauls to Other Sites (Per One Way	-			
	Return Trip (Per Pickup)	-			
	Stand-by Time (Per Minute)	-			
	Drop-box Turn Around Charge	-			
	Screened Drop-box Lid Charge (Per Month)	-			
	Solid Drop-box Lid Charge (Per Month)	-			
	Container Repair (Due to Repeated Negligence)	-			
	Container Replacement (Due to Repeated Negligence)	-			
Temporary Containers	**SERVICE LEVEL**	**TOTAL COUNT**	**DISPOSAL FEE**	**SERVICE FEE**	**CUSTOMER RATE**
	Temporary Container Hauling:				
	96 Gallon Cart	-			$0.00
	2 Cubic Yard Detachable Container	-			$0.00
	4 Cubic Yard Detachable Container	-			$0.00
	6 Cubic Yard Detachable Container	-			$0.00
	10 - 40 Cubic Yard Drop-box	-			
	Temporary Container Rental & Delivery:			**MONTHLY RENT**	**DELIVERY CHARGE**
	96 Gallon Cart	-			
	2-6 Cubic Yard Detachable Container	-			
	10 - 40 Cubic Yard Drop-box	-			
				Estimated Annual Revenue	**$0.00**

Proposal Alternative	1. Collection Vehicles		Change in annual gross revenue requirement

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

City of Poulsbo Solid Waste Collection Contract RFP
Proposal Price Form Instructions

Complete all green-shaded blanks on the Price Proposal Form.

The service component of the Proposal rates shall be provided in **year-2027 dollars** and shall include the City's 20% administrative fee as well as 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 City utility taxes shall be excluded from the Proposal rates.

Disposal fees shall be calculated based on the proposed container weights and service frequency using Kitsap County's current 2026 tipping fee of $128.94/ton, then further adjusted by the City's 20% administrative fee and 2.1% B&O/excise tax on the entire amount.

Under the contract, a disposal adjustment will be applied to the final contract rates in 2027 before the roll-out of the new contract.

Contractor fees provided by the Proposer on Price Proposal Form shall incorporate the following elements and be based on the actual cost of service. Proposer's cost-of-service model shall be designed to recover the costs for each service level within each collection sector only from that particular service level.

Customer Sector	Container(s)	Include in Rates
Single-Family & Multifamily	Carts & Detachable Containers	Garbage and recycling collection costs, including garbage disposal and recycling processing costs, as well as revenues from the sale of commodities. Subscription composting service shall include both service and composting (processing) costs. Cart and detachable container provision costs included in collection rates.
Commercial	Carts & Detachable Containers	Garbage collection costs including garbage disposal. Cart and detachable container provision costs included.
Multifamily	Drop-box	Garbage and recycling collection and hauling costs, and recycling processing costs, as well as revenues from the sale of commodities. Container rental, delivery, and garbage disposal charged separately.
Commercial & Temporary	Drop-box	Garbage collection and hauling costs. Container rental, delivery, and garbage disposal charged separately.
Temporary	Carts & Detachable Containers	Garbage hauling and disposal costs. Container rental and delivery charged separately.
Other Services	N/A	Only cost-of-service.

Garbage cart and detachable container counts were provided by City. All other container counts were provided by the City's current hauler and have not been verified by the City. These 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.

At the end of Price Proposal Form, a cell is provided for entering a proposed rate modification for an alternative. Please calculate and enter cost as described in the following instructions. Reductions in the revenue requirement shall be expressed as a negative number and increases in the revenue requirement shall be expressed as a positive number. If the alternative is selected, the amount will be added or subtracted from the overall revenue requirement.

All values shall be rounded to two decimal places ($0.01).