

Recycling Processing Services
between
City of Seattle and
Waste Management of Washington, Inc.

Agreement # 25-002-A

Recycling Processing Services 25-002-A

Contents

RECITALS:1

1 GENERAL PROVISIONS.....2

 1.1 Agreement Term2

 1.2 Renegotiation and Amendments.....2

 1.3 Definitions.....3

2 RESPONSIBILITIES AND WARRANTIES8

 2.1 City Responsibilities.....8

 2.2 City Representations and Warranties8

 2.3 Contractor Responsibilities9

 2.4 Incorporation of Contractor’s Proposal9

 2.5 Contractor Representations and Warranties9

 2.6 Compliance with Law.....9

3 COMPENSATION9

 3.1 Recyclable Materials Processing Fee 10

 3.2 Commodities Revenue Credit..... 11

 3.2.1 *Commodities Composition Percentages* 11

 3.2.2 *Commodity Indices and Monthly Market Price Determination* 11

 3.2.3 *Determining the Monthly Average Market Value (AMV) of the City’s Recycling* 12

 3.2.4 *Calculating the Monthly Commodities Revenue Credit* 12

4 RECEIVING, TRANSFER, AND FACILITY OPERATIONS..... 13

 4.1 Receiving and Transfer Operations..... 13

 4.2 Designated Receiving Facility(ies) 13

 4.3 Scale House System. 14

 4.4 Scale Calibration..... 14

 4.5 Designated Receiving Facility(ies) Requirements 14

 4.6 Designated Processing Facilities 15

 4.7 Tip Floor Management..... 16

 4.8 Backup Facilities 16

4.9	Operations Plan.....	16
4.10	Sustainable Business Practices	18
4.11	City—Contractor Communications	19
4.12	Inbound Material Load Inspection and Rejection.....	19
4.13	Materials & Processing Protocol & Audit Methodologies.....	20
4.14	Facility Appearance, Maintenance, and Planned Outages.....	20
4.15	Facility Tours and Education Center	21
5	PROCESSING SPECIFICATIONS.....	22
5.1	Processing Capacity	22
5.2	Required and Preferred Recyclable Materials and Commodities.....	22
5.3	Changes to Minimum Required Recyclables, Additional Recyclables, and Commodities	22
5.4	Sorting Accuracy and Capture Rates.....	23
5.5	Commodity Contamination Limits.....	23
5.6	Residual Limits for Recyclable Materials	24
5.7	Disposal of Contaminants and Process Residual	24
5.8	Pilot Tests.....	24
6	MARKETING SPECIFICATIONS	25
6.1	Use of Responsible Recycling Markets.....	25
6.2	Materials Marketing Plan	26
6.3	Lack of Adequate Market Demand	27
7	MATERIALS AND PROCESSING AUDITS	28
7.1	System Audit	29
7.2	Residual Audit	29
7.3	Commodities Audit.....	29
7.4	City Residential Recycling Composition Study	30
8	PERFORMANCE REPORTING	30
8.1	Reporting Expectations.....	30
8.2	Weekly Reports (Due end of day on agreed upon day of the week.)	30
8.3	Monthly Reports (Due within 15 days after each month ends)	31

8.4	Annual Reports (Due within 60 days after each agreement year ends)	32
8.5	Reliability of Reports	32
9	PERFORMANCE EXPECTATIONS: MONITORING AND FEES	32
9.1	Performance Monitoring	32
9.2	Performance Fees	33
9.3	Actions That May Trigger Performance Fees	33
10	EMPLOYMENT AND COMPLIANCE	34
10.1	Paid Sick and Safe Time	34
10.2	Minimum Wage and Wage Theft	35
10.3	Wage Increases	35
10.4	Payroll Records	35
10.5	Tax Liens and Judgments	36
10.6	Equal Employment Opportunity	36
10.7	Women and Minority Business Inclusion	36
10.8	Equal Benefits	37
10.9	Americans with Disabilities Act	37
10.10	Workplace Safety Compliance	37
10.11	Federal Immigration Enforcement Notification Requirements	38
10.12	Hazardous Materials – “Right to Know” Requirements	38
10.13	Independent Contractor	39
10.14	Changes to Key Personnel or Subcontractors	39
11	SECURITY, LIABILITY, AND DAMAGES	40
11.1	Performance Bond	40
11.2	Contractor Default and City Remedies	40
11.3	Notice and Opportunity to Cure	41
11.4	Termination for Default and Transfer of Work to the Surety	41
11.5	Insurance Limits	41
11.6	Insurance Terms and Conditions	42
11.7	Indemnity	44
12	INFORMATION DISCLOSURE AND ETHICS	45

12.1	Confidentiality.....	45
12.2	Compliance with Antitrust and Corrupt Practices Laws.....	46
12.3	Conflict of Interest.....	46
12.4	Gifts and Gratuities.....	46
12.5	Campaign Contributions	46
12.6	Ethics Code for City Employees	47
13	ANCILLARY PROVISIONS.....	47
13.1	Assignment and Subcontracting.....	47
13.2	Interpretation and Severability	47
13.3	Notices and Dispute Resolution	47
13.4	Force Majeure and Emergency Disruptions	48
13.5	Cyber Security Expectations.....	48
14	FACILITY AND RECORDS AUDITING AND INSPECTION RIGHTS	48
15	EXHIBITS & ATTACHMENTS	49

RECYCLING PROCESSING SERVICES 25-002-A

BETWEEN THE CITY OF SEATTLE

AND

WASTE MANAGEMENT OF WASHINGTON, INC.

This Recycling Processing Agreement (“Agreement”) is entered into by and between the City of Seattle, a municipal corporation of the State of Washington, acting by and through Seattle Public Utilities (“City”), and **Waste Management of Washington, Inc., 720 4th Avenue, Suite 400, Kirkland, WA 98033** (“Contractor”), a corporation of the State of Delaware and authorized to do business in the State of Washington. Both may also be referred to in this Agreement individually as “Party” or collectively as the “Parties.”

RECITALS:

- A. On April 1, 2025, the City released a Request for Proposal (“RFP”) in accordance with the Seattle Municipal Code to select a contractor to receive, process, and sort the City’s Recycling into marketable Commodities and deliver to Responsible Recycling Markets (the “Services”);
- B. This Agreement engages the Contractor to receive, process, and sort the City’s Recycling into marketable Commodities for Responsible Recycling Markets, in accordance with Applicable Law and the specifications outlined herein. The City seeks partnerships that maintain Seattle's service excellence, affordable rates, and environmental leadership. This Agreement supports the following City Priorities:
- High value end products with environmental benefits
 - Minimal loss of recyclables in the residual stream
 - Low net system costs
 - Safe and reliable operations with experienced staff
 - Minimal environmental, human health, and community impacts
 - Equitable opportunities in hiring and subcontracting
 - Successful City/Contractor partnership with ongoing transparency
 - Competitive vendor environment now and in the future
 - Opportunities for innovation
 - Maximum recyclables diversion to responsible end-markets
 - Robust recyclables monitoring, tracking, and reporting mechanisms

NOW, THEREFORE, the Parties, in consideration of the promises, representations and warranties contained herein, agree as follows:

1 GENERAL PROVISIONS

1.1 Agreement Term

This Agreement is effective **June 1, 2026 (“Effective Date”)**. Actual processing services will begin **April 1, 2027 (“Start Date”)** and will continue for a term of five (5) years, with two (2) three-year extension options (the **“Term”**). Each extension may be exercised at the City’s sole discretion by written amendment to the contract, with notification to the Contractor no later than June 30 of the final year of the then-current term. All terms, conditions, and payment methods shall remain unchanged during any extension period.

1.2 Renegotiation and Amendments

No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of each of the Parties hereto.

The City retains the right to renegotiate this Agreement at its discretion, including but not limited to circumstances arising from City policy changes, State statutory changes, County rule changes, or State or federal regulatory changes that materially affect the terms and conditions of this Contract.

Notwithstanding anything else in this Agreement, either Party may deliver notice to the other Party that it elects to initiate negotiations to amend this Agreement to incorporate regulatory changes arising out of the Recycling Reform Act, RCW 70A.208, provided that if the parties are in the last extension of the Agreement, at least twenty-four (24) months remain before Agreement expiration. In the event that the Parties are unable to agree after negotiating in good faith, either Party may terminate the Agreement at the expiration or earlier termination of the then-current term or extension option; provided, however, that if less than twenty-four (24) months remains during then-current term and an extension option is still available under the Agreement, then the Term shall be extended for a period to equal twenty-four (24) months. The following examples are provided for illustrative purposes:

1. A Party gives notice of intent to negotiate under this provision during the initial term, and the parties are unable to reach agreement. Notice of intent to terminate is given with 6 months remaining on the initial term. In that case, the agreement will terminate 24 months from the date of the notice of termination.
2. A Party gives notice of intent to negotiate under this provision during the initial term, and the parties are unable to reach agreement. Notice of intent to terminate is given with 2 years remaining on the initial term. In that case, the agreement will terminate at the conclusion of the initial term.
3. A Party gives notice of intent to negotiate with 24 months remaining on the final extension period of the Agreement. The Parties are not required to renegotiate pursuant to this provision. The Agreement terminates on its expiration date.

The Contractor agrees to engage in good-faith negotiations should the City seek to add or modify recyclable processing services, including new services or developments identified through pilot programs. As part of such negotiations, the Contractor shall provide full disclosure of existing and projected costs, as well as any operational impacts associated with the proposed changes.

1.3 Definitions

Capitalized terms used in this Agreement shall have the following meanings:

“Additional Recyclables” means those materials in the City’s Recycling that are listed as Additional Recyclables in **Exhibit 8 – Table 1** and that the Contractor may sort into marketable Commodities whenever feasible, if the materials meet industry standards and there are recycling markets available for them.

“Alternate Facility” means a facility to which the City and/or its Contracted Collectors deliver the City’s Recycling, or at which the City’s Recycling is processed, due to the inability of the Designated Receiving and/or Processing Facility(ies) to accept and/or process them as required by the terms of this Agreement.

“Applicable Law” means any law, regulation, requirement, or order of any Federal or local agency, court, or other governmental body, and all permits, licenses, and governmental approvals applicable to the acquisition, design, construction, equipping, testing, financing, ownership, possession, or operation of facilities used to provide the service, and applicable to the performance of any of the obligations under this Agreement.

“Average Market Value (AMV)” means the average dollar value assigned per ton of the City’s Recycling in a given month. The AMV shall be determined by multiplying the estimated Commodities Composition Percentage listed in **Exhibit 8 – Table 2** by the Monthly Market Price for each Commodity produced as defined by the indices listed in **Exhibit 8 – Table 3**.

“Beneficial Use” has the same meaning as defined in the City’s Municipal Code (SMC 21.36.010), which means the use of solid waste as an ingredient in a manufacturing process, or as an effective substitute for natural or commercial products in a manner that does not pose a threat to human health or the environment. Avoidance of processing or disposal cost alone does not constitute beneficial use. The definition of Beneficial Use includes those uses designated by the Chief Executive Officer and General Manager of Seattle Public Utilities in accordance with the City’s Administrative Code, Seattle Municipal Code Chapter 3.02, and Seattle Municipal Code Section 3.32.020.

“Capture Rate” means the proportion of total Recyclable Material that is sorted into marketable Commodities, produced relative to the quantity of total Inbound Recyclable Material that is in the City’s Recycling received by the Contractor, expressed as a percentage, where the total Inbound Recyclable Material quantity is 100%.

“City” means the City of Seattle.

“City’s Recycling” means any materials contained in loads collected from recycling stream containers (i.e., carts, dumpsters, compactors or via other collection methods acceptable to the City) by the City’s Contracted Collectors from single-family and multifamily residential customers, small business customers, public place recycling cans, any materials collected from the Transfer Stations’ self-haul customers as Recyclable Materials, and materials collected at City-authorized collection events or activities as Recyclable Materials.

“City Driver(s)” means drivers of the City’s Contracted Collector vehicles or the Transfer Station vehicles that haul the City’s Recycling to the Designated Receiving Facility(ies).

“City Vehicle (s)” means the City’s Contracted Collector vehicles or the Transfer Station vehicles that haul the City’s Recycling to the Designated Receiving Facility(ies). City Vehicles include but are not limited to front-end loaders, side-loaders, rear-loaders, roll-off trucks, transfer trailers, and other tractor-trailers.

“Commodities Revenue Credit” means the monthly Commodities Revenue Credit that is calculated by multiplying the Average Market Value (AMV) per ton by the monthly weight of City’s Recycling.

“Commodity” means a distinct type of recovered materials sorted from Inbound loads of Recyclable Materials that meets the Quality Standards listed in the Materials Marketing Plan that can be bought and sold through a Responsible Recycling Market.

“Commodity Composition Percentage” means the percentage of the City’s Recycling composition that is estimated to be materials sorted into a given Commodity produced. The Commodities Composition Percentage is established by the City using results from the Material and Processing System Audits as described in **Section 7.1** of this Agreement.

“Contaminant” means any material in the City’s Recycling that is not listed as a Recyclable Material under this Agreement.

“Contamination” means any material that is not considered recyclable. For Inbound material, Contamination is any material that is not on the list of Recyclable Materials under this Agreement. For Outbound material, Contamination is any material considered a prohibitive or outthrow in the Commodity reference specification provided in the Contractor’s Materials Marketing Plan as required under **Section 6.2**.

“Contracted Collector” means a company that provides collection services to the City’s solid waste customers under the City’s collection contracts.

“Designated Intermodal Facility” or the “City’s Designated Intermodal Facility” means the intermodal facility for Residual deliveries as noted in the Agreement and Operations Plan.

“Designated Processing Facility” means the designated facility(ies) to be used by the Contractor to process the City’s Recycling into Commodities as described under this Agreement. If there are Primary and Secondary Processing Facilities, the Primary Processing Facility is where most sorting and handling occurs and will be referred to as the “Primary Processing Facility.” The Secondary Processing Facility is used for additional sorting or refining (such as for mixed plastics) used to produce a Commodity under this Agreement and will be referred to as the “Secondary Processing Facility.”

“Designated Receiving Facility (ies)” means each designated facility, as identified in the Operations Plan, to be used by the Contractor to receive the City’s Recycling from the City’s Contracted Collectors. The Designated Receiving Facilities are the Alaska Street Transfer Station and the Eastmont Transfer Station.

“Duwamish Industrial Area” means that area of the City bounded on the north by Interstate 90 (I-90)/Elliott Bay; on the west, by West Marginal Way (the western boundary extends west to Detroit Avenue between S.W. Michigan Street and S.W. Kenyon Street); on the south by the south City limits; and on the east by Interstate 5 (I-5).

“Environmental Laws” means all applicable federal, state, and local laws (whether under statute, rule, regulation, code, ordinance, or otherwise), permits, orders, or decrees relating to hazardous waste or the protection of human health or the environment, whether existing or as may be amended or subsequently enacted, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et. seq.; the Clean Water Act, 33 U.S.C. 1251 et. seq.; the Clean Air Act, 42 U.S.C. 7401 et. seq.; the Oil Pollution Act, 33 U.S.C. 2701 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et. seq.; the Refuse Act of 1989, 33 U.S.C. 407; the Washington Model Toxics Control Act, RCW Chapter 70A.305; the Seattle Stormwater Code, SMC Subtitle VIII; and all rules, regulations, and permits promulgated thereunder.

“Glass Fines” means any glass material <1/4” included in the glass Commodity stream.

“Holiday” or **“Holidays”** means New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Juneteenth Day, Independence Day, Labor Day, Indigenous People’s Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Holiday Day, and Christmas Day.

“Inbound” means any materials contained in loads of the City’s Recycling received for processing by Contractor.

“Materials Marketing Plan” means a plan that explains how the Contractor will market Commodities produced from the City’s Recycling.

“Minimum Required Recyclables” means those materials in the City’s Recycling that are listed as Minimum Required Recyclables in **Exhibit 8 – Table 1** and that the Contractor is

required to sort into marketable Commodities.

“Monthly Market Price” means the first publicly posted price from the reference index in the month or the average of monthly actual sales price for a given Commodity produced, calculated as illustrated in **Exhibit 8 – Table 3**. For the purposes of this Agreement, Monthly Market Prices are to be determined using the published index and reference prices that are listed in **Exhibit 8 – Table 3**.

“Non-Glass Residual (NGR)” means any non-glass material included in the glass commodity stream.

“Operations Plan” means the City and Contractor’s quarterly updated written plan for operating and maintaining the Facility(ies) used to carry out the requirements of this Agreement.

“Outbound” means any materials leaving the Designated Processing Facility after being processed. May be outbound Recyclable Materials, which are sorted into Commodities that are prepared for and delivered to Responsible Recycling Markets, or outbound Residuals, which are sent for disposal.

“Outthrow” means non-target materials in a given Commodity that degrade the quality and yield of a bale of recyclable material as defined in the market specifications.

“Process Residual” means any Recyclable Materials not captured as a Commodity during processing and sent for disposal.

“Processing Fee” means the dollar amount per ton to be paid by the City to the Contractor for processing the City’s Recycling pursuant to this Agreement.

“Prohibitive” means materials in a given Commodity that may render a bale or shipment of material unusable as defined in the market specifications.

“Quality Standards” Contractor’s Commodity specifications for commodities sold to a Responsible Recycling Market as defined in the Materials Marketing Plan.

“Recyclable Materials” means those materials in the City’s Recycling that are capable of being sorted into marketable Commodities and that can be used in the manufacturing of new products in ways that offset the use of virgin materials or reduce the environmental impacts of production. For the purposes of this Agreement, Recyclable Materials means those materials that are listed as Minimum Required Recyclables and Additional Recyclables in **Exhibit 8 – Table 1**.

“Responsible Recycling Market” means:

1. A facility, processor, or manufacturer that operates in compliance with all applicable environmental, labor, trade, and permitting requirements; transforms recovered materials into a legitimate, marketable recycled commodity or recycled content feedstock used in the creation of new or reconstituted products; maintains transparent and verifiable documentation of material handling, processing, and end use; manages and disposes of all residual materials in a way that is protective of human health and the environment; and is financially and operationally capable of consistently processing the material. Any entity that is identified as a “Responsible End Market” by the Oregon Department of Environmental Quality or that is certified under a certification standard adopted by Circular Action Alliance is considered a Responsible Recycling Market under this Agreement; or
2. An entity that is verified to meet the definition of “responsible market” under RCW 70A.208. Upon the date on which RCW 70A.208’s responsible market verification requirements become enforceable, only markets verified under RCW 70A.208 shall qualify as Responsible Recycling Markets under this Agreement.

“Rejected Load” means a load of the City’s Recycling that is reasonably suspected to either contain Unacceptable Materials or more than thirty percent (30%) Contamination by weight or volume and is rejected by the Contractor at the Designated Receiving Facility(ies). For the purpose of this Agreement, a Rejected Load must be determined based on the Rejected Load Audit in the Material & Processing Protocol & Audit Methodologies in **Exhibit 4**.

“Residential Recycling Composition Study” means a study that the City or its designated contractor will conduct every 3-4 years to understand residential waste generation and recycling behavior.

“Residual” means any material from the City’s Recycling accepted for processing by the Contractor that is sent for disposal and not sent to a recycling market. It is a combination of Contaminants (contamination from inbound loads) and Process Residual (recyclables that were not captured during processing). Residual does not include materials that were refused as Rejected Loads or Unacceptable Materials.

“Tipping Floor” means the area inside the Designated Receiving Facility(ies) where City Vehicles will unload their Loads onto the floor.

“Ton” means a unit of weight equal to 2,000 pounds.

“Transfer Station” means a facility where waste, recycling, and organics are temporarily held before being transferred to another facility for processing or disposal. SPU has two Transfer Stations, North and South. They collect City Recycling and deliver it to the Designated Receiving Facility(ies).

“Unacceptable Materials” means materials that are not accepted at the Designated Processing Facility (ies) due to hazardous or dangerous characteristics or that pose a threat to the health and safety of the public, the environment, or the Contractor’s facility(s) or staff. Unacceptable Materials include any material that is now or hereafter defined by federal law or by the City as radioactive, dangerous, hazardous, or extremely hazardous waste, as well as rechargeable batteries including lithium-ion, nickel cadmium, lead-acid, propane tanks, tires, motor oil bottles, bottles used for home needle disposal, containers that held hazardous materials, or any other extremely flammable or explosive materials.

“Vehicle Turnaround Time” refers to the requirement that City Vehicles will not be delayed more than twenty (20) minutes waiting in line to unload on the Designated Receiving Facility(ies)’s Tipping Floor. Turnaround Time is measured from the moment the vehicle enters the Receiving Facility—recorded by the inbound scale system or equivalent automated entry timestamp—until the moment the vehicle exits the Receiving Facility, as recorded by the outbound scale system or equivalent exit timestamp.

2 RESPONSIBILITIES AND WARRANTIES

2.1 City Responsibilities

The City shall be responsible for:

1. Making payments in accordance with this Agreement;
2. Inspecting Contractor performance;
3. Maintaining its City collection contracts;
4. Ensuring that the City’s Recycling collected under the City’s collection contracts or collected at City Transfer Stations is delivered to the Designated Receiving Facility(ies);
5. Coordinating and implementing customer education and enforcement efforts with City Contracted Collectors focused on minimizing Contamination in the City’s Recycling; and
6. Monitoring collection of Recyclable Materials at City stations to minimize contamination.

2.2 City Representations and Warranties

The City represents and warrants that it has the authority to enter into this Agreement and perform its obligations hereunder, and that this Agreement is legally binding and enforceable.

2.3 Contractor Responsibilities

The Contractor shall be responsible for:

1. Furnishing the Designated Receiving and Processing Facilities and all skill, labor, equipment, materials, supplies, and utility services required for providing the Services in accordance with this Agreement;
2. All actions and activities of its subcontractors;
3. Supplying and delivering all records and information required by this Agreement;
4. Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by City ordinance) required to perform the Services;
5. Paying all taxes applicable to the Services;
6. Complying with all Applicable Laws and regulations, including without limitation relevant Environmental Laws and health laws, regulations and standards applicable to the Services;
7. Performing all Services in a timely, thorough, and professional manner in accordance with this Agreement; and
8. Except as may otherwise be provided in this Agreement, any added costs resulting from changes in technology, laws and regulations, labor practices and wage increases, availability of equipment, and other business risks that may affect the performance of this Agreement.

2.4 Incorporation of Contractor's Proposal

The Contractor's Proposal submitted in response to the City's RFP is incorporated by reference. In case of conflict, the Agreement shall prevail.

2.5 Contractor Representations and Warranties

The Contractor represents and warrants that it is duly organized, authorized to perform its obligations under this Agreement, and in compliance with all laws and permits necessary for performance of its obligations under this Agreement.

2.6 Compliance with Law

The Contractor shall comply with all Applicable Laws, including the Seattle Municipal Code and Environmental Laws.

3 COMPENSATION

The City prioritizes cost-effective recycling services. To support this goal, the Contractor's

compensation will be based on two main components:

1. Processing Fee – the cost of handling the City’s recyclable materials
2. Commodities Revenue Credit – the value of materials recovered and sold.

Details on how each part is calculated are provided in the sections that follow.

In addition, the Contractor must cover the cost of hiring a third-party observer for Materials and Processing Audits (**Section 7.0**).

3.1 Recyclable Materials Processing Fee

The Recyclable Materials Processing Fee is the amount the City pays the Contractor for each ton of the City’s Recycling that’s delivered and accepted at a Designated Receiving Facilities. This fee is a fixed payment and does not reflect the Contractor’s actual costs. It covers all services outlined in the Agreement during its full term, including any renewals or extensions.

The Processing Fee shall be **\$167.50** per ton for commingled processing, subject to adjustments pursuant to subsections (1) and (3) of this **Section 3.1**.

1. In the first year, payments will be \$167.50 per ton. Starting on April 1, 2028, and annually on April 1st of each year thereafter (the “Adjustment Date”), the Recyclable Materials Processing Fee will be adjusted using the Consumer Price Index for urban wage earners and clerical workers (CPI-W) at 80% of the Seattle-Tacoma-Bellevue CPI-W rate.
2. Adjustments to the Recyclable Materials Processing Fee shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when calculating adjustments. Annual CPI adjustments shall not be negative. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment. At least thirty (30) days prior to each Adjustment Date, the City shall electronically notify the Contractor of the adjustment taking effect and shall provide the Contractor with the City’s calculations of such adjustment.
3. In addition to the annual CPI adjustment provided by Section 3.1(1), the Recyclable Materials Processing Fee may, upon written request of the Contractor, be further adjusted on an interim basis for increased expenses associated with performance of the services hereunder due to any one or more of the following causes:
 - a. Material changes in Contractor's costs resulting from a Force Majeure event;
 - b. Changes or fees required, initiated, or approved by the City;
 - c. Any change in Applicable Law that is effective after the date this Agreement is executed, including but not limited to any increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities; or
 - d. Any other extraordinary circumstances or causes or reasons that are not within

the reasonable control of Contractor.

4. If Contractor requests an adjustment to the Recyclable Materials Processing Fee pursuant to subsection (3), Contractor shall prepare a written request that describes the basis for such request, the amount of the requested adjustment and its calculation of the increased costs. The City shall respond to the Contractor's request no later than ninety (90) days after receipt of the request from Contractor; provided, however, that the City's approval shall not be unreasonably withheld.

3.2 Commodities Revenue Credit

Each month, the City will receive credit for the revenue earned from selling the recyclable materials (Commodities) recovered from the City's Recycling.

This credit is calculated using:

1. The Average Market Value (AMV) per ton
2. The mix of materials recovered
3. Market prices from published sources or actual commodities sales. Market prices may be negative.
4. Monthly weight data

The City will receive 100% of the AMV as a Commodities Revenue Credit for all recyclable materials processed each month.

3.2.1 Commodities Composition Percentages

The initial Commodities Composition Percentages are set in **Exhibit 8 – Table 2** of this Agreement. The Parties will use the estimated percentage of each Commodity to calculate the AMV of the City's Recycling.

The City will update the Commodities Composition Percentages in **Exhibit 8 – Table 2** once a year using results from the Material and Processing System Audits that the Contractor is required to conduct under this Agreement pursuant to **Article 7**. If the Contractor uses more than one Designated Processing Facility to process the City's Recycling into Commodities, the City will establish a separate table of Commodities Composition Percentages for each Designated Processing Facility.

3.2.2 Commodity Indices and Monthly Market Price Determination

The value of each Commodity will be based on market prices from published sources as shown in **Exhibit 8 – Table 3** which shows the published price indices for each Commodity listed in **Exhibit 8 – Table 2**.

If any of the listed price indices are discontinued, the City will update the list with replacement sources agreed upon by the Parties. In the event of an extraordinary circumstance impacting

the markets available for a Commodity, the Parties may agree to use the actual sales price for such Commodity.

The Monthly Market Price used to calculate the Average Market Value each month, will be, as indicated in **Exhibit 8 – Table 3**, either: The first publicly posted price from the reference index for that month; or the average of actual monthly sales prices as indicated in **Exhibit 8 – Table 3**.

If actual sales prices are used, the Contractor must provide monthly documentation—such as invoices, bills of sale, or other documents—to verify the sale amounts.

3.2.3 Determining the Monthly Average Market Value (AMV) of the City’s Recycling

To calculate the Average Market Value (AMV) per ton of the City’s Recycling each month, the City will:

1. Multiply the estimated Commodity Composition Percentages from **Exhibit 8 – Table 2 (Section 3.2.1)**
2. By the Monthly Market Price for each Commodity (**Section 3.2.2**)

The result is the AMV per ton for that month. If the Contractor uses more than one Designated Processing Facility to process the City’s Recycling, the City will calculate the AMV per ton for each facility separately.

Exhibit 8 – Table 4 shows an example of the calculation, using:

1. Commodity Composition Percentages from Exhibit 8 – Table 2, based on Inbound composition data from the City’s most recent Residential Recycling Composition Study;
2. Market prices from November 2025; and
3. An assumption of 10% Process Residual for each Commodity type. (Note that once the Material and Processing System Audits become the basis for Commodity Composition Percentages; Process Residuals will no longer be separately factored, as the audit methodology will account for these.)

3.2.4 Calculating the Monthly Commodities Revenue Credit

Each month, the City will receive a credit based on the value of Commodities from the City’s Recycling processed by the Contractor.

To calculate this credit:

1. Multiply the total tons of the City’s Recycling that were accepted and processed by the Contractor in accordance with the Agreement (excluding any rejected or unacceptable loads)
2. By 100% of the Average Market Value (AMV) for that month.

If the Contractor uses more than one Designated Processing Facility, the City will calculate the credit using a weighted average of tons processed across all facilities using reasonable tonnage estimates based on Designated Facility inbound reports and applying the AMV associated with each facility.

4 RECEIVING, TRANSFER, AND FACILITY OPERATIONS

4.1 Receiving and Transfer Operations

The Contractor will provide one or more Designated Receiving Facilities located in Seattle's Duwamish Industrial Area (DIA) where City Vehicles will unload the City's Recycling. If there is more than one Designated Receiving Facility, the City and the Contractor will agree on which Designated Receiving Facility is assigned to receive each of the Contracted Collector's loads and Transfer Station loads of the City's Recycling. These assignments will be agreed upon 6 months in advance of the Contract Start Date and the Facility information and assignments will be included in the Operations Plan. In the event of a temporary change to assignments that will last no longer than two months, the Contractor will notify the City. A temporary change may not move the Designated Recycling Facility outside the DIA without written approval by the City. Permanent changes to the assignments will be agreed upon by the City and the Contractor and updated in the Operations Plan.

If the Contractor plans to use a Designated Receiving Facility outside the DIA, the Contractor is responsible for arranging and paying for all transportation and transfer costs for the City's Recycling between the Designated Receiving Facility and the Designated Processing Facility using vehicles that meet or exceed EPA Tier 4 emission standards. Except for loads rejected pursuant to Section 4.13, the Contractor shall accept all City's Recycling delivered by City Vehicles.

4.2 Designated Receiving Facility(ies)

Designated Receiving Facility(ies) that are not yet operational shall be fully functional for an Inspection by **March 1, 2027**.

Each Designated Receiving Facility must:

1. One Designated Receiving Facility will receive the City's Recycling six (6) days a week, except on City-recognized Holidays;
2. Have and maintain a valid Solid Waste Handling Permit from the local health authority, along with any permits required under Environmental Laws; and
3. Comply with local building codes and zoning regulations;
4. Be available for City inspections during regular business hours within 24 hours of notice thereof

5. Be available for tours per **Section 4.15**.
6. Include an on-site office for meetings with City staff.

4.3 Scale House System.

The Contractor must operate and maintain a scale house at the Designated Receiving Facility(ies) that includes at least one scale at least 75 feet in length to handle both inbound and outbound traffic and the computer systems used to weigh and record data.

The scales must be able to handle:

1. Incoming loads from City Vehicles, including front-end loaders, side-loaders, rear-loaders, roll-off trucks, transfer trailers, and other tractor-trailers; and
2. Outgoing shipments using compactors and tractor-trailers. The scale system must be able to:
 - a. Accurately weigh all incoming and outgoing vehicles using certified scales;
 - b. Collect and generate daily, weekly, and monthly reports showing scale load information. Each load should generate a ticket with the following details: date, time, unique ID, gross weight, tare weight, net weight, vehicle ID, material type, customer source details.
 - c. Create reports in the format specified by the City in the Operations Plan and Agreement;
 - d. Record when each City Vehicle arrives and departs to help monitor turnaround time and priority access; and
 - e. Provide a printed ticket with the following details: date, time, unique ID, gross weight, tare weight, net weight, vehicle ID, material type, customer source details during Designated Receiving Facilities' normal operating hours.

The scale house must be staffed during all operating hours of the Designated Receiving Facility.

Backup facilities must be made available if the Scale House Systems are not operational.

4.4 Scale Calibration

The Contractor shall test and calibrate scales no less than once every six months and within 60 days before any scheduled system audit. One test per year must be done by a certified scale company registered in Washington State.

The Contractor must pay for all testing and calibration. A copy of the most recent certified test report showing the accuracy of the scales must be kept on-site at the Designated Receiving Facility(ies).

4.5 Designated Receiving Facility(ies) Requirements

The Designated Receiving Facilities must be a permanent, permitted, and licensed building with a roof where City Vehicles can safely unload materials. The building must have at least 29 feet of vertical clearance to accommodate all types of City Vehicles.

The Contractor must ensure that each City Vehicle can enter, unload, and exit the facility in 20 minutes or less on average each month. The Vehicle Turnaround Time is measured from the moment a City Vehicle enters the inbound scale to the moment it exits the outbound scale as defined in the Definitions.

The Designated Receiving Facilities must provide sufficient area for City Vehicles to enter and exit safely and efficiently. The Contractor must keep the tipping area clear of clutter, overflow, and excess inventory, and use best practices to guide and unload City Vehicles.

The Contractor must operate the Designated Receiving Facilities in a way that prevents any materials or litter from escaping the building, the tipping floor, or storage areas. All unloading must happen inside the building, and the tipping floor must be large enough for efficient tipping operations.

The Contractor must include a Tip Floor Policy in its Operations Plan. This policy must ensure that Designated Receiving Facilities employees (except drivers) do not come into contact with moving vehicles and that safety protocols are always followed. City Drivers and City Vehicles shall comply with all Contractor safety rules, contained in the Operations Plan, while onsite at the Designated Receiving Facilities.

Recyclables and sorted materials must be stored in compliance with Applicable Law and in a manner that preserves such materials in a marketable condition as Commodities.

The Designated Receiving Facilities must be kept clean and operated in a way that prevents nuisances such as litter, noise, pests, and odors. The Contractor must operate the Designated Receiving Facilities in compliance with Applicable Law, including all applicable health and environmental regulations enforced by government agencies.

4.6 Designated Processing Facilities

Designated Processing Facilities that are not yet operational must be fully functional for an inspection by **March 1, 2027**.

Designated Processing Facilities must meet the following requirements:

1. Receive the City's Recycling five (5) days a week Monday through Friday, except on Holidays;
2. Have and maintain a valid Solid Waste Handling Permit from the local health authority, along with any permits required under Environmental Laws;
3. Comply with all Applicable Laws;
4. Be available for City inspections during regular business hours within 24 hours of notice;
5. Be available for tours per **Section 4.15**; and

6. Accommodate in-person meetings with City staff in an on-site office space.
7. If additional Designated Processing Facilities are used for processing City Recycling, the Facilities will be included in the Operations Plan and must meet Contract requirements.

4.7 Tip Floor Management

At the Designated Processing Facilities, the Contractor must use commercially reasonable efforts to manage the tipping floor that allow efficient unloading, smooth material flow, and safe conditions for both workers and equipment. The layout should support:

1. Easy unloading of incoming materials;
2. Organized storage of sorted commodities; and
3. Enough space for both incoming deliveries and outbound shipments.
4. Recyclables and sorted materials must be stored in compliance with Applicable Law and in a manner that preserves such materials' marketable condition as Commodities.

4.8 Backup Facilities

In the event that the Designated Receiving or Processing Facility(ies) is unable to accept or process the City's Recycling due to emergency, maintenance, or other disruptions (such as labor stoppage or strike), the Contractor shall implement its contingency plan and utilize an approved Alternate Facility. The Alternate Facility must:

1. Be capable of receiving and processing materials without delay or degradation of service.
2. Meet all permitting and reporting requirements.
3. For the Receiving Facility(ies), be located within the same geographic service area unless otherwise approved by the City. If the Contractor uses a Backup Processing Facility located more than 75 one-way miles from the Duwamish Industrial Area (DIA), the Contractor shall cover travel expenses for up to three (3) City officials to visit the facility twice per year based on the length of the use of the Backup Facilities.
4. Be identified in the Contractor's Operations Plan and updated quarterly.

4.9 Operations Plan

The Contractor must prepare an Operations Plan that includes each Designated Receiving Facility and Designated Processing Facility used under this Agreement. The Plan must be developed with input from the City and approved by the City. It must be updated quarterly and submitted to the City no later than March 31. A preliminary Operations Plan will be submitted no later than 60 days after the Effective Date for City review and approval. The City will review the updated plan within 30 days and provide comments. After receiving those comments, the Contractor will have 30 days to submit a final Operations Plan. The Operations Plan is a living document. The Parties may update the Plan from time to time through written approval by the City's Contract Manager. Approved updates become part of the Contract upon written approval

and do not require a formal contract amendment.

The Operations Plan must describe how the Contractor will operate each Designated Receiving Facility and Designated Processing Facility to meet the Agreement requirements. A copy of the Plan and all supporting documents must be kept on-site at each Designated Receiving Facility and Designated Processing Facility.

At a minimum, the Plan must include the following information for all Designated Receiving Facilities and Designated Processing Facilities:

1. Facility Contacts: Names and contact details for key staff and emergency contacts who are available to the City 24/7.
2. Operating Hours: Days and hours each facility is open, consistent with the Agreement.
3. Annual Calendar: A 12-month schedule showing planned downtime or other events that may affect operations, as previously agreed with the City.
4. Audit Schedule: Planned dates and teams for material and processing audits at each facility.
5. Audit Methodologies: Agreed procedures for conducting material and processing audits, also included in **Exhibit 4**.
6. Complaint Response Procedures: Steps for handling complaints from City Drivers or facility staff.
7. Contingency Plan: Procedures for handling situations where the City's Recycling cannot be delivered or processed at the Designated Receiving Facilities or Designated Processing Facilities.
 - a. The plan must identify alternate facilities that offer similar services (e.g., scales, receipts, reporting) and operate on the same business hours and location limits as set forth in this Agreement.
 - b. The Contractor must cover all costs of implementing the Contingency Plan, including all costs borne by the City for any failures of the Contractor to implement the Contingency Plan and process the City's Recycling.
8. Facility Shutdown Procedures: Steps for notifying the City and managing operations during a temporary or permanent shutdown.
9. Health and Safety Summary Plan: A safety plan that protects City Drivers, facility staff, and visitors. It must follow all applicable safety regulations and include:
 - c. Emergency contacts and backups available 24/7
 - d. Site safety orientation and traffic patterns
 - e. Visitor parking and PPE requirements
 - f. Designated safe areas

- g. Procedures for emergencies such as storms, fires, evacuations, staff disruptions, and security threats
 - h. Schedule for conducting semi-annual or as requested by City's Contracted Collector safety meetings with facility staff and document attendance and topics discussed. The City may request copies of City's Contracted Collector safety meeting records.
10. IT Compliance: Updates and reporting procedures that meet the City's Information Technology requirements.
 11. Maintenance Schedule: A routine schedule for cleaning and maintaining facility equipment and infrastructure.
 12. Operational Procedures: Step-by-step procedures for each facility, including any differences between facilities that transfer or perform secondary processing.
 - i. Procedures must cover receiving, accepting, processing, and loading materials, including inspection, load rejection, transport, and disposal steps.
 13. Planned Improvements: Any equipment upgrades or process changes planned for the next Agreement year to meet performance standards.
 14. Traffic Control Plan: For Designated Receiving Facilities, a detailed plan showing how vehicles enter, queue, weigh in, unload, and exit the site. This must include a site diagram and a copy of the Tip Floor Policy that ensures safety and separation between vehicles and staff.
 15. Vehicle Turnaround Plan: Operational procedures to meet the required average turnaround time for City Vehicles.

4.10 Sustainable Business Practices

The Contractor shall use commercially reasonable efforts to operate all Designated Receiving Facilities and Designated Processing Facilities in a manner that minimizes environmental impacts, including emissions, energy use, water consumption, and waste generation.

Upon reasonable request by the City, the Contractor shall provide data and documentation on its sustainability practices, including energy use, emissions, diversion rates, and any relevant environmental certifications. Requests for data and documentation by the City pursuant to this **Section 4.11** shall not be unreasonably withheld or denied by Contractor.

The Contractor is encouraged to propose pilot programs, equipment upgrades, or process improvements that enhance sustainability, efficiency, or service quality pursuant to **Section 5.8**.

4.11 City—Contractor Communications

The City and the Contractor will hold regular Operations Meetings two (2) times per year between the City’s Contract Manager and the Contractor on dates mutually agreeable to the Parties and set forth in the Operations Plan.

Meetings can be held in person or remotely, depending on what either Party requests. Operations Meeting agendas may include, but are not limited to, the following topics:

1. Agreement performance and compliance;
2. Contamination and Rejected Load trends;
3. Audit schedules and results;
4. Facility operations and staffing or driver issues;
5. End market pricing and commodity trends;
6. Public outreach and education coordination;
7. Reporting questions and requests;
8. Updates to the Operations Plan; and
9. Other Agreement-related matters.

The Contractor shall maintain records of all Operations Meetings, including agendas, attendees, and action items. Meeting summaries shall be shared with the City within ten (10) business days.

Support for Outreach and Education:

1. When asked by the City, the Contractor will review and provide feedback on recycling outreach messages and public education materials within fourteen (14) days of receipt.
2. Using data from incoming loads of the City’s Recycling, the Contractor will help the City identify collection routes with suspected high Contamination levels so the City can create targeted recycling education campaigns.

Either the City or the Contractor may request additional scheduled meetings to discuss performance, compliance, or questions about Agreement terms and conditions. These requests must be reasonable, and both parties must respond within 72 hours to coordinate availability.

4.12 Inbound Material Load Inspection and Rejection

The Contractor shall accept all loads of the City’s Recycling delivered to the Designated Receiving Facility(ies), unless a load, based on visual inspection and following the Load Inspection and Rejection Protocols has or is reasonably suspected to have more than 30%

Contamination by weight or volume or if the load is reasonably suspected to contain Unacceptable Material that cannot be removed.

The Contractor shall inspect loads of the City's Recycling using the procedures outlined in the Load Inspection and Rejection Protocols (Load Inspection) found in **Exhibit 4 – Material & Processing Protocol & Audit Methodologies**.

4.13 Materials & Processing Protocol & Audit Methodologies

These procedures must also be included in the Contractor's Operations Plan. If needed, the City and Contractor may update the Load Inspection and Rejection Protocols, but only if both agree in writing (including, but not limited to, via email).

If a load contains or is reasonably suspected to contain Unacceptable Materials or is reasonably suspected to exceed the 30% Contamination threshold, the Contractor shall report it to the City. Following notification to the City, the Unacceptable Materials may be removed or the Contaminated load may be rejected and sent for disposal at the City's expense. Alternatively, the Contractor may choose to process the load in its sole discretion and will take title to the load.

Contractor shall take title to the Recyclable Materials upon receipt but shall not take title to Rejected Loads or Unacceptable Materials. Title to and liability for Unacceptable Materials shall remain with the City at all times. Unacceptable Materials that are identified by the Contractor shall be managed responsibly by the Parties according to **Section 5.7** below and the Agreement terms and conditions.

If the City and Contractor find that City's Recycling Material loads are frequently Contaminated, they will meet to discuss possible solutions.

4.14 Facility Appearance, Maintenance, and Planned Outages

The City wants the Primary Processing Facility to serve as a public example of its commitment to recycling. To support this goal, the Contractor must keep the Designated Receiving and Processing Facilities safe, reasonably clean, and visually appealing at all times at the Contractor's sole expense.

The Contractor must:

1. Keep the Designated Receiving and Processing Facilities in good working condition, and follow the Operations Plan;
2. Make any repairs or replacements needed to meet performance standards and fulfill Agreement obligations;
3. Maintain all equipment in clean, working order throughout the Term;
4. Keep all areas used by the Contractor reasonably clean and free of litter; and

5. Store maintenance records in a location that can be easily reviewed by the City at the Designated Receiving and Processing Facilities.

The Contractor must give the City a schedule of planned outages at the Designated Receiving and Processing Facilities to be included in the Operations Plans and monthly reports.

Whenever possible, planned outages should be scheduled during times when the City's Recycling is not being delivered and processing is not expected in order to minimize service disruptions.

4.15 Facility Tours and Education Center

The Contractor shall provide an on-site education center at one of its Designated Processing Facilities.

The education center must include:

1. Chairs and tables;
2. Audio-visual equipment;
3. A process flow diagram of the facility's equipment and systems; and models, diagrams, samples, and other tools to support the process flow diagram and the educational tours

The public meeting room must:

1. Accommodate at least 20 people (in special circumstances, additional headcount may be accommodated upon request and mutual agreement by the Contractor); and
2. Have restroom facilities for visitors.

The City will give at least one week's notice when requesting use of the education center or scheduling a tour. If the requested date conflicts with the Contractor's schedule, both parties will agree on a new date.

Contractor shall:

1. Offer quarterly virtual tours in coordination with the City to include a discussion component on compelling sustainability issues as agreed upon by the City and the Contractor.
2. For all facilities, offer City-exclusive quarterly in-person tours in coordination with the City. Tours and messaging will be aligned with City recycling collection contractors and as agreed upon by the City and the Contractor.
3. Additional tours at the Cascade Recycling Center and JMK Fibers Recycling Facility for City staff, and elected officials may be arranged upon at least two (2) weeks' notice by the City and mutual agreement by both parties.

5 PROCESSING SPECIFICATIONS

The Contractor shall process the City's Recycling by sorting materials into Commodities, preparing them for sale, including baling when needed, and marketing them to recycling markets.

The City expects the Contractor to ensure their processing systems can recover Recyclable Materials effectively. The goal is to produce high-quality Commodities that can be used to make new products, reduce the need for raw materials, lower environmental impacts, and help reduce the overall cost of managing the City's Recycling.

5.1 Processing Capacity

The Contractor shall operate and maintain its Designated Processing Facilities so they can accept and process all of the City's Recycling throughout the Term.

5.2 Required and Preferred Recyclable Materials and Commodities

The Contractor shall sort all Recyclable Materials listed as Minimum Required Recyclables (**Attachment 8 - Table 1**) into marketable Commodities.

The Contractor may sort Additional Recyclables into marketable Commodities whenever feasible, if the materials meet Quality Standards agreed upon by the Parties and listed in the Materials Marketing Plan and there are recycling markets available for them.

The Contractor shall process the City's Recycling in a way that produces, at minimum, the Commodities listed in **Exhibit 8 – Table 1** and meets the Quality Standards listed in the Materials Marketing Plan (**Exhibit 6**).

5.3 Changes to Minimum Required Recyclables, Additional Recyclables, and Commodities

Over the Agreement Term, packaging, recycling technologies, and market conditions are expected to change. The City and the Contractor will work together to identify new materials that could be added to the City's recycling program or new commodities that could be produced as markets and technologies evolve.

If the City asks to add a material to the list of Minimum Required Recyclables or Additional Recyclables (**Exhibit 8 – Table 1**), the Contractor shall respond in writing within 90 days.

The response must explain whether:

1. The Designated Processing Facilities can already process the material;
2. Additional equipment, labor, or other resources are needed; or
3. If it is not reasonably feasible for the Designated Processing Facilities to process the material into a marketable Commodity, provide an explanation for the processing

limitations.

If the Contractor has shown that extra resources are needed, the City and Contractor will negotiate in good faith to agree on terms before adding the material to the list of Minimum Required Recyclables or Additional Recyclables (**Exhibit 8 – Table 1**).

If the Contractor requests to remove a material from the list of Minimum Required Recyclables or Additional Recyclables (**Exhibit 8 – Table 1**), the Contractor shall show that the material cannot be sorted into a marketable Commodity or doesn't meet market standards, or that a market does not reasonably exist for the Commodity. If the City decides to remove a material from the list of Minimum Required Recyclables or Additional Recyclables (**Exhibit 8 – Table 1**) and instructs the Contractor to stop processing a material, the Contractor shall follow that direction.

The City has final say on any changes to the list of Minimum Required Recyclables or Additional Recyclables (**Exhibit 8 – Table 1**) but shall reasonably consider the Contractor's input, operational limitations, and Contractor's request or recommendation. The Contractor shall adjust operations accordingly to ensure compliance.

Any updates to the Commodities produced must be reflected in the Contractor's Materials Marketing Plan, as described in **Section 6.2**, and in **Exhibit 8 – Table 2**. Changes that affect the Minimum Commodities Produced (**Exhibit 8 – Table 1**) or that affect the calculation of the Average Market Value of the City's Recycling must be explained in the Materials Marketing Plan and approved in advance by the City, such approval not to be unreasonably withheld, conditioned or delayed.

5.4 Sorting Accuracy and Capture Rates

The Contractor shall sort Recyclable Materials into the correct Commodity categories as accurately as reasonably possible, aiming to recover the maximum amount of Recyclable Materials while minimizing leftover waste and sorting errors.

The City will evaluate sorting accuracy and Capture Rates using data from Materials and Processing Audits (**Section 7**) updated once a year.

5.5 Commodity Contamination Limits

The Contractor shall produce Commodities that meet Quality Standards, as listed in the Materials Marketing Plan, except that for glass, the Contractor shall process all pieces that are 1/4 inch or larger into a "three-mix" glass commodity. This glass shall contain no more than 15% non-glass residue (NGR) and no more than 30% NGR and glass fines combined.

The City will evaluate Contamination levels through annual Commodities Audits (**Section 7.3**) If the results show that the Commodities do not meet Quality Standards and could affect their ability to be marketed, the Contractor must either:

1. Submit a written plan to the City explaining how it will fix the issue and meet Quality

Standards , or

2. Show that a Responsible Recycling Market has approved the current material quality as acceptable based on the quality for such Commodity from the Designated Processing Facility as a whole.

If the Contractor fails to meet Quality Standards and the Contractor cannot show that a Responsible Recycling Market has approved the current material quality as acceptable, the City may apply Performance Fees (**Section 9.2**).

5.6 Residual Limits for Recyclable Materials

The Contractor shall operate its Designated Processing Facility(ies) in a way that results in as minimal Process Residual as reasonably possible. The Contractor shall also make reasonable efforts during sorting to remove Contaminants using standard operating procedures.

The City will measure residual levels through a Residual Audit, as described in **Section 7.2**. If the amount of Process Residual is more than 10% of the total incoming Recyclable Materials, the Contractor may be charged quarterly Performance Fees (**Section 9.2**).

5.7 Disposal of Contaminants and Process Residual

The Contractor is responsible for:

1. Storing Contaminants and Process Residuals separated during sorting on-site;
2. Loading them for removal; and
3. Transporting them to the City's Designated Intermodal Facility.

The City will not charge the Contractor for disposing of Contaminants. However, the Contractor must cover all costs for disposing of Process Residuals.

The amount of Contaminants and Process Residuals generated will be measured through a Residual Audit (**Section 7.2**). The audit results will determine how much material is sent to the City's Designated Intermodal Facility and how much of that total will be accepted as Contaminants at no cost to the Contractor.

The Contractor shall be responsible for safe removal, handling and disposal of any and all Unacceptable Waste and the City shall be responsible for all costs directly associated to Unacceptable Waste management.

5.8 Pilot Tests

The City may request the Contractor to conduct pilot tests that temporarily change one or more parts of this Agreement. Pilot tests are used to try new processing methods or service approaches and may require additional recordkeeping.

If a Party proposes a pilot test, the City and Contractor will negotiate in good faith to agree on a letter of agreement outlining the pilot's schedule, responsibilities, and any compensation for

the Contractor's costs to participate in the pilot test.

If a proposed pilot test:

1. Lasts longer than 90 days;
2. Involves changes to payment terms, performance standards, or compliance obligations;
or
3. Results in permanent changes to services or operations;

Then the City and Contractor must execute a formal amendment to this Agreement to document those changes.

6 MARKETING SPECIFICATIONS

The City's top goal is to make sure Recyclable Materials are turned into new products in ways that protect the environment and help lower the overall cost of recycling. To support this, Seattle Public Utilities follows the City's 2022 Solid Waste Plan, which requires contractors to document where materials go, focus on using domestic recycling markets, and track the quality of Commodities.

6.1 Use of Responsible Recycling Markets

The Contractor must deliver all Commodities from the City's Recycling only to Responsible Recycling Markets preferably located in North America (United States, Canada, or Mexico). Although North American markets are preferable, the Contractor may use its reasonable business judgment to market the City's Commodities to Responsible Recycling Markets.

Until 2030 or enforcement of the "responsible recycling market" verification under Washington's Recycling Reform Act, whichever is later, for any sales to a Responsible Recycling Market outside North America or through a broker where the recycling facility's location is outside North America or isn't known, the Contractor will provide a written certification each month that lists the name and location of the recycling facility or of the broker receiving the material. The written certification will also include each type of material sold and self-attestation that the Contractor sent the materials to a Responsible Recycling Market. The City will approve the certification template.

If the City raises a reasonable concern regarding a market used by the Contractor located outside of North America that is supported by verifiable data, the City and the Contractor shall have 60 days to review the data together and the Contractor shall consider the City's concerns in good faith. If the City's concerns are substantiated or raise legitimate questions about whether the market is a Responsible Recycling Market, the Contractor shall cease selling the City's Commodities to it.

Beginning in 2030 or enforcement of the “responsible recycling market” verification under Washington’s Recycling Reform Act, whichever is later, only markets that have been verified to meet the definition of “responsible recycling market” under RCW 70A.208 may be used.

6.2 Materials Marketing Plan

The Contractor submitted a preliminary Materials Marketing Plan as part of their proposal (**Exhibit 6**). This plan explains how the Contractor will market Commodities produced from the City’s Recycling.

Within sixty (60) days of the Effective Date, the Contractor must submit an updated version of the plan that meets the requirements of this section. The City will review the updated plan within ten (10) days and provide comments. After receiving those comments, the Contractor will have thirty (30) days to respond to those comments and submit a final Materials Marketing Plan. The Materials Marketing Plan is a living document. The Parties may update the Plan from time to time through written approval by the City’s Contract Manager. Approved updates become part of the Contract upon written approval and do not require a formal contract amendment.

If the City’s comments include a reasonable concern regarding the Contractor’s plan to market Commodities outside of North America that is supported by verifiable data, the City and the Contractor shall have 60 days to review the data together and the Contractor shall consider the City’s concerns in good faith. If the City’s concerns are substantiated or raise legitimate questions about whether a certain market is a Responsible Recycling Market, the Contractor shall not sell the City’s Commodities to it.

Changes to the Materials Marketing Plan Quality Standards are subject to City approval, which will not be unreasonably withheld. The Contractor must also update the plan whenever there are major changes in how materials are marketed, but at least once a year.

Any information submitted in the plan will be treated as confidential and protected from public disclosure under RCW 42.56.270(11) provided the Contractor completes the Non- Disclosure Request (NDR) in **Attachment A**, listing the documents or data they plan to submit regularly. See **Section 12.1** for more details on proprietary materials.

Each Materials Marketing Plan submitted under this Agreement and approved by the City must include the following, based on Contractor’s commercially reasonable expectations at the time of submitting the plan:

The Contractor’s overall strategy for selling Commodities.

For each Commodity listed in **Exhibit 8 – Table 2**:

1. Rationale for any Responsible Recycling Markets outside of North America.

2. The percentage of sales made directly to Responsible Recycling Markets vs. through brokers.
3. The names and locations (by city and either country, or state, if in the U.S.) of Responsible Recycling Markets or brokers, listed from highest to lowest based on anticipated volume of sales.
4. Any Washington-based recycling markets that will be used.
5. The expected end uses of each material.
6. An assessment of market conditions now and in the coming year.
7. A contingency plan for handling market changes, including:
 - a. Opportunities to expand the list of accepted materials.
 - b. Plans to secure long-term, stable market agreements.
 - c. Identification of new or emerging markets, especially in the Pacific Northwest.

6.3 Lack of Adequate Market Demand

If the Contractor finds that there's no commercially viable recycling market available for a specific Commodity produced, they must notify the City in writing. This notice should explain:

1. Which Commodity and which associated Recyclable Material(s) are affected;
2. What's causing the market disruption; and
3. What steps the Contractor has taken to find a new market.

Once the City receives the notice, both the City and the Contractor will have 60 days to try to:

1. Find a new recycling market, or
2. Adjust facility operations to produce a different, marketable commodity

During this 60-day period, the Contractor must continue processing the affected material.

If no solution is found within 60 days, the City may choose one of the following options:

1. Require the Contractor to keep accepting the associated Recyclable Material(s) and store the associated Commodity produced. If the City selects this option, the City will reimburse the Contractor for its incremental costs if the Contractor stores or warehouses the affected material.
2. Allow the Contractor to send the material for Beneficial Use or to a non-traditional recycler, if requested by the Contractor in writing. The requirements to be considered Beneficial Use will be included in the Operations Plan. The Contractor's request will include the listed requirements as well as documentation of the type of Beneficial Use or the non-traditional recycler proposed, the amount of material marketed, the price

received or paid for the material, the name and location of the buyer, and the Contractor will handle delivery. The City and Contractor will agree on a fair adjustment to the Commodity Revenue Credit.

3. Remove the material from the Agreement's official list of Minimum Required Recyclables and Minimum Commodities (**Exhibit 8 – Table 1 & 2**). If the City selects this option, it may later reintroduce the material as a Minimum Required Recyclable under **Section 5.3**.

7 MATERIALS AND PROCESSING AUDITS

The Contractor will conduct Materials and Processing Audits listed below at each Designated Processing Facility using the methodologies described in **Exhibit 4** to measure both the quantity and quality of incoming and outgoing materials.

These audits are essential for:

1. Ensuring the Contractor meets processing requirements.
2. Supporting how payments are calculated.
3. Tracking how much contamination and leftover waste (residuals) are returned to the City.

All costs for these activities are included in the Contractor's Processing Fee. The Contractor must:

4. Complete the first audit within three (3) months of the Agreement's Start Date;
5. Repeat audits annually;
6. Schedule audits at a time that works for both the City and the Contractor. The City has the right to observe audits directly or through a third-party observer; Conduct its own studies and evaluations in coordination with the Contractor.

The Contractor must also:

1. Pay for all audit-related costs performed at Contractor-managed or back up facilities;
2. Reimburse the City for any reasonable and documented third-party observer costs; and
3. Cover travel expenses for up to three City observers if the audit takes place more than 75 one-way miles outside the Duwamish Industrial Area (DIA).

If either the City or the Contractor has a reasonable suspicion of error in the application of the

system audit protocols or the composition results are materially different from the previous one, the Contractor must conduct a new system audit —either on its own initiative or at the City’s request within ninety (90) days. The City may request a new system audit per facility one time per calendar year. If the City requests the new system audit and the results are materially consistent with the original audit, the City shall reimburse the Contractor for its reasonable costs to conduct the new audit.

7.1 System Audit

The Contractor must perform an annual facility-based System Audit.

This System Audit is used to measure how much each type of Commodity and Residual results from a typical sample of the City’s Recycling. System Audit results are used to determine:

1. Composition of the City’s inbound materials. What materials are being recovered and sold; and
2. The overall market value of the City’s Recyclable Materials.

The System Audit data is also used to

3. Identify how much Contamination is in the City’s Recycling; and
4. Evaluate how well the Contractor is meeting the processing standards in the Agreement.

7.2 Residual Audit

The Contractor must perform a Residual Audit annually, at the same time as each System Audit.

This Residual Audit is used to:

1. Calculate how much of the Residual is Contamination, which the City will accept for disposal at its Designated Intermodal Facility at no cost; and
2. Calculate how much of the Residual is Process Residual, for which the disposal cost is the responsibility of the Contractor.

7.3 Commodities Audit

The Contractor must perform a Commodities Audit annually, at the same time as each System Audit. This Commodity Audit is used to check:

1. How well Recyclable Materials are sorted into Commodities;
2. The quality of the Commodities produced from the City’s Recycling; and
3. Whether any materials were mis-sorted or missed.

For 3 Mix Glass, the audit results will be used to confirm whether the Contractor is meeting the Contamination limits set in the Agreement. Alternatively, the Contractor may provide audit data from glass end markets that will be used to satisfy this requirement. Audits can be

conducted by using glass end markets, but the product must be from WM-specific loads that are reasonably expected to be from Seattle, supported with documentation.

7.4 City Residential Recycling Composition Study

The City conducted a Residential Recycling Composition Study in 2025 to better understand how residents recycle and what materials they generate. This study will be repeated every 3 to 4 years.

The Contractor must cooperate with the City or its designated contractor to support this study. This includes allowing sample collection and on-site sorting at the Designated Receiving Facility(ies) and/or Designated Processing Facility(ies) when requested, upon reasonable advanced notice and during regular business hours.

8 PERFORMANCE REPORTING

Reporting is a key responsibility of the Contractor under this Agreement. Timely and accurate reports help the City:

1. Ensure recycling activities support the City's goals
2. Calculate Contractor payments
3. Ensure Contractor is meeting Agreement requirements.

8.1 Reporting Expectations

The Contractor is responsible for submitting reports to the City as set forth in this Agreement. Additional ad hoc report requests may be made up to 2 times per month. All reports must be submitted electronically and on time.

Within sixty (60) days of the Effective Date, the Contractor must send the City a proposed report template. After reviewing it, the City will provide feedback. The Contractor then has thirty (30) days to submit a final version based on the City's revisions.

8.2 Weekly Reports (Due end of day on agreed upon day of the week.)

For the City's Recycling:

1. The Contractor must send weekly weight scale data from the Designated Receiving Facilities for all incoming and outgoing loads. The day of the week for the reporting will be agreed upon by the City and the Contractor.
2. Each record must include for each load: Date, time, unique ID, gross weight, tare weight, net weight, vehicle ID, material type, customer source details.
3. If multiple Receiving Facilities are used or materials are transferred between sites, separate data must be provided for each location.

4. If the scale is down, estimated weights must be submitted and clearly marked as estimates.

8.3 Monthly Reports (Due within 15 days after each month ends)

Each monthly report shall be delivered to the City no later than fifteen (15) days after the month's end. The report must include the following information for the City's Recycling for the preceding month:

1. Tonnage Summary
 - a) Monthly and year-to-date totals for all City Recycling received and processed, including a breakdown of:
 - i. Inbound loads delivered to each Designated Receiving Facility,
 - ii. Tons sent to each Designated Processing Facility
 - iii. Commodities produced and shipped (by type and destination country, or state, if within the U.S.) from each Designated Processing Facility
2. Residuals sent to the City's Intermodal Facility, separated into Contaminants and Process Residual, from each Designated Processing Facility
3. Vehicle Turnaround Time
4. Report any delays over twenty (20) minutes for City Vehicles waiting to unload on an averaged basis of all City Vehicles for such month.
5. Include details on how such delays occurred and how they were resolved.
6. Load Inspections and Rejections
7. Reporting required in the Inbound Load Inspection and Rejection protocol found in Exhibit 4.
8. Maintenance and Outages
9. Schedule of any planned facility shutdowns for the upcoming month.
10. Permits and Inspections
 - a) Copies of any health department inspection reports for the Designated Receiving Facilities or the Designated Processing Facilities.
 - b) Notice of any permit violations received by the Designated Receiving Facilities or the Designated Processing Facilities and a description of status or resolution.
11. Incidents
 - a) Summary of any material and unplanned events at the Designated Receiving Facilities or Designated Processing Facilities, such as equipment damage, accidents, emergencies, or loss of Recyclable Materials.
12. Materials Marketing
 - a) For each Commodity produced as listed in **Exhibit 8 – Table 2:**

- i. List the grade/specifications, tons sold, and time frame of the sale; and
- ii. Name and location of each Responsible Recycling Market buyer or broker, ordered by sales volume, with buyers identified by city and at least country (or state, if in the United States), and brokers identified by the applicable port of entry.

Until 2030 or enforcement of the “responsible recycling market” verification under Washington’s Recycling Reform Act, whichever is later, if materials were sold to a Responsible Recycling Market outside North America or through a broker where the recycling facility’s location is outside North America or isn’t known and where the facility or broker is not identified as a “Responsible End Market” by the Oregon Department of Environmental Quality or certified under a certification standard adopted by Circular Action Alliance, the Contractor must provide written certification per **Section 6.1**.

8.4 Annual Reports (Due within 60 days after each agreement year ends)

Each annual report shall be delivered to the City no later than sixty (60) days after the Agreement year’s end and must include:

1. A summary of all monthly reports;
2. An updated Materials Marketing Plan;
3. A summary of audit results, including recycling composition and contamination levels;
4. Highlights from the year, including challenges and improvements; and
5. A forecast of expected activities for the next year, to the extent known.

8.5 Reliability of Reports

The Contractor confirms that all information they have provided, or will provide, to the City is true, accurate, and reliable.

9 PERFORMANCE EXPECTATIONS: MONITORING AND FEES

The Contractor shall perform all services in accordance with the terms and conditions of this Agreement in a timely, thorough, and professional manner. All Receiving and Processing operations shall meet or exceed the specifications outlined in the Agreement, the Contractor’s Proposal, and the annually approved Operations Plans and Marketing Materials Plans.

9.1 Performance Monitoring

The City reserves the right to monitor and evaluate Contractor performance through inspections, audits, data reviews, and site visits. The Contractor shall cooperate fully and provide access to facilities, records, and personnel as requested and as required by this Agreement.

During the Agreement term, the City may send a representative to the Contractor's facility to observe operations related to the Agreement. Visits will take place during normal business hours.

If the City requests a visit or inspection, the Contractor will be available during regular business hours within 24 hours of notice. The Contractor must respond to the City's request within one business day.

9.2 Performance Fees

If the Contractor doesn't meet the standards agreed to in the Agreement, the City may apply Performance Fees.

Procedures for applying, appealing, and waiving Performance Fees will be included in the Operations Plan. The City may give the Contractor a reasonable opportunity to cure issues prior to final Performance Fee charging, as detailed in the Performance Fees procedures in the Operations Plan. However, if an issue is not resolved as per Performance Fee procedures, Performance Fee may increase based on the stated escalation path. Performance Fees will be deducted on a monthly basis from any money owed to the Contractor.

The Contractor and the City agree that the City's actual damages in each such circumstance would be difficult or impossible to ascertain, and that the Performance Fees provided for herein with respect to each such circumstance are intended to place the damaged party in the same economic position as it would have been in had the circumstance not occurred.

9.3 Actions That May Trigger Performance Fees

The following issues are considered breaches of the Agreement and may result in fees.

1. Not accepting recycling loads at the Designated Receiving Facility during scheduled hours: \$500 per load.
2. Not notifying the City within 2 business days of a major service interruption: \$5,000 per instance.
3. Not keeping City Vehicle unload times under 20 minutes on average: \$1.25 per minute per City Vehicle, starting two days after City notice.
4. Not following the Materials Marketing Plan: \$2,500 per month for first month to be increased in subsequent months by 20% and charged per issue if not resolved in 30 days of notification for issues not already addressed in this Section. Fee may be waived if resolved in the following month.
5. Not submitting required weekly scale reporting on time and complete: \$250 per instance.
6. Not submitting monthly reports on time and complete: \$500 per instance. Fee may be waived if complete report is turned in within ten (10) days of the due date and following

month's report is timely and complete.

7. Not submitting annual reports on time and complete. Not submitting annual reports on time and complete: \$1,000 per instance. Fee may be waived if the report is turned in the following month.
8. Submitting false, inaccurate, or misleading information or leaving out materially important details: \$10,000 per instance. Fee may be waived if reason for noncompliance is reasonable, and restatement of information is done within a week of discovery and notification.
9. Not completing required audits: \$10,000 per missed audit. Fee may be waived if reason for noncompliance is reasonable, and audit is performed within a month of the scheduled audit.
10. Sending Recyclable Materials to a landfill or prohibited facility without City approval (email shall be acceptable for notice and approval): \$10,000 per instance (City approval will not be unreasonably withheld).
11. Exceeding contamination limits for 3 Mix Glass during an annual Materials and Processing System audit: If more than 15% non-glass by weight or 30% total non-glass and glass fines combined by weight, \$750 per month (Fee increases by 10% each month if not resolved). First month fee may be waived if contamination limits are met within 30 days.
12. Exceeding contamination limits for other Commodities during an annual Materials and Processing System audit: If Quality Standards established in the Materials Marketing Plan are not met, \$750 per month (Fee increases by 10% each month if not resolved). First month fee may be waived if contamination limits are met within 30 days.
13. Exceeding the 10% Process Residual limit for Recyclable Materials during an annual Materials and Processing System audit, except that Recyclable materials that are less than 4 inches for plastic and metal categories and less than 6 inches for paper categories shall be excluded from the calculation for the purpose of assessing performance fees: \$2,250 per quarter (Fee increases by 10% each quarter if not resolved). First quarter fee may be waived if Process Residual limit is met within 90 days.

10 EMPLOYMENT AND COMPLIANCE

10.1 Paid Sick and Safe Time

The Contractor must follow the City of Seattle's Paid Sick and Safe Time ordinance. This law requires employers to provide paid time off to employees who work more than 240 hours in a year within Seattle. Employees can use this time off when they or a family member are sick or facing a serious safety issue.

The ordinance applies to all employers with more than four full-time equivalent employees, no matter where the company is located.

This requirement is in addition to any paid leave provided under prevailing wage rules (WAC 296-127-014(4)).

To ensure compliance, City contract specialists may review payroll records or speak with workers.

10.2 Minimum Wage and Wage Theft

The Contractor must follow the City of Seattle's labor standards, as applicable:

1. Minimum Wage (SMC 14.19): The Contractor must pay employees working within Seattle city limits at least the minimum wage required by law.
2. Wage Theft (SMC 14.20): The Contractor must meet basic requirements for paying wages and tips and must provide employees with proper documentation showing how they were paid.

These rules apply to employees working within Seattle, even if the Contractor is based elsewhere.

10.3 Wage Increases

Any wage increases given to processing workers or other employees during the Agreement term are the Contractor's responsibility.

If there are changes in technology, laws, labor practices, equipment availability, or other foreseeable business risks that affect how the Agreement is carried out, any benefits or added costs will be the Contractor's to manage, whether that means gaining an advantage or absorbing the expense.

10.4 Payroll Records

The Contractor and any subcontractors must keep complete and accurate payroll records for each processing worker covered by this Agreement. These records must include:

1. The worker's name and home address;
2. Type of work performed;
3. Hours worked each day (verified by time clock);
4. Total hours worked each pay period (verified by time clock);
5. Hourly wage rate;
6. Total wages earned;

7. All deductions;
8. Net pay received;
9. Amounts paid by the employer for required benefits.

All employees must be paid in U.S. dollars, in full, at the end of each pay period. Payroll records must be available for City staff to review during office hours at the Contractor's Seattle office. If requested, the Contractor and subcontractors must also submit electronic copies of these records to the City.

The City may withhold payment for work performed under this Agreement until:

1. All required payroll reports have been submitted; and
2. All workers performing processing or receiving work in the City have been paid the minimum set by the City.

10.5 Tax Liens and Judgments

If the City receives a legal order, such as a tax levy from the IRS or Washington State Department of Revenue, a garnishment, attachment, or court judgment, it may withhold money owed to the Contractor and pay it directly to the appropriate government agency or court.

If there's a dispute over who should receive the funds, the City may choose to file an interpleader action and deposit the money with the court. Once the payment is made or deposited, it will count as payment to the Contractor under this Agreement.

10.6 Equal Employment Opportunity

The Contractor shall not discriminate against any employee or job applicant based on race, color, sex, marital status, sexual orientation, gender identity, genetic information, political ideology, age, creed, religion, ancestry, caste, national origin, citizenship or immigration status, honorably discharged veteran or military status, an individual's actual, potential, perceived, or alleged pregnancy outcomes, or the presence of any disability unless the job requires specific qualifications that are legally allowed.

The Contractor shall actively work to ensure fair treatment in hiring and employment practices, regardless of these personal characteristics. This includes decisions about hiring, promotions, transfers, layoffs, pay, termination, and training.

10.7 Women and Minority Business Inclusion

Under Seattle Municipal Code Chapter 20.42, the Contractor shall make a good-faith effort to hire and subcontract with women and minority-owned businesses when it makes commercial sense for the work being done.

The WMBE Inclusion Plan is included as **Exhibit 3**. The Contractor shall follow all commitments

and conditions outlined in that plan.

If the City believes the Contractor is not meeting these requirements, it will send written notice and give the Contractor 10 calendar days to respond. If the City still finds probable cause after that, it may suspend the Agreement or withhold payments until the Contractor complies.

Violating this section—or any related non-discrimination laws, including Seattle’s Fair Employment, Fair Contracting, or Non-Discrimination in Benefits codes—is considered a serious breach of agreement. The Contractor may face penalties, including damages, sanctions, or even being barred from future City contracts under Seattle Municipal Code Section 20.70.

10.8 Equal Benefits

The Contractor shall follow Seattle Municipal Code Chapter 20.45 and the Equal Benefits Program Rules. This means the Contractor shall offer the same or equivalent benefits to employees with domestic partners as it does to employees with spouses.

If the City asks, the Contractor shall provide full documentation showing compliance with this requirement. Refusing to cooperate will be considered a serious breach of agreement.

If the Contractor violates this section, the City may:

1. Charge the Contractor for actual damages for each day of non-compliance
2. Terminate the Agreement
3. Bar the Contractor from bidding on or receiving City contracts for up to five years
4. Apply any other penalties allowed under SMC Chapter 20.45 and the Equal Benefits Program Rules

10.9 Americans with Disabilities Act

The Contractor shall follow all requirements of the Americans with Disabilities Act (ADA) while carrying out this Agreement.

If the Contractor provides services, programs, or activities to City employees or the public, it shall ensure that people with disabilities are not excluded or denied access because of their disability.

Failure to comply with the ADA is considered a serious breach of agreement and may result in immediate termination of the Agreement.

10.10 Workplace Safety Compliance

The Contractor shall follow all safety rules under the federal Occupational Safety and Health Act (OSHA) and, if operating in Washington State, the Washington Industrial Safety and Health Act (WISHA). This includes any updates to those laws and the regulations that go with them.

The Contractor certifies that all services provided under this Agreement will meet these safety standards.

If the Contractor fails to follow these laws and the City is penalized as a result, the Contractor must cover those costs and protect the City from any related damages.

10.11 Federal Immigration Enforcement Notification Requirements

This **Section 10.11** applies to contractors and their employees and contracted workers who (i) are working at City facilities and properties, or (ii) have access to City records, databases, technology, or information systems.

As used in this **Section 10.11**, “Federal Immigration Authority” means an employee or agent of any federal immigration agency, including the Immigration and Customs Enforcement (ICE), the U.S. Department of Homeland Security (DHS), Homeland Security Investigations (HSI), Enforcement Removal Operations (ERO) Customs and Border Protection (CBP), and U.S. Citizenship and Immigration Services (USCIS) or any other federal agency representative seeking to enforce immigration law.

Prior to responding to any requests from a Federal Immigration Authority for access to City property or City information provided to Contractor through this Agreement, Contractor shall notify the City immediately.

Such requests may include:

1. Requests for access to non-public areas in City buildings and venues (i.e., areas not open to the public such as staff work areas that require card key access and other areas designated as “private” or “employee only”); or
2. Requests for City records, databases, technology or information (written or oral).

Access to non-public areas or information shall not be provided without prior review and consent of the City. The Contractor shall request that the Federal Immigration Authority wait until the City is able to verify the credentials and authority of the Federal Immigration Authority and direct the Contractor on how to proceed.

Contractor shall inform its employees and subcontractors of the requirements of this Section and shall include the requirements in this **Section 10.11** in all subcontracts for work under this Agreement.

The requirements in this **Section 10.11** are intended to enable the City to verify that access to non-public City facilities, property, and information complies with federal and local law. Nothing in this **Section 10.11** shall be construed to require any City employee, the Contractor, its employees, or its subcontractors to obstruct, interfere with, or otherwise fail to comply with requirements of federal and local law.

10.12 Hazardous Materials – “Right to Know” Requirements

Washington’s “Right to Know” law requires the Department of Labor and Industries to help

employers and workers understand the hazardous substances in their workplace.

Under WAC 296-62, manufacturers and distributors must include a completed Material Safety Data Sheet (MSDS) with every delivery of hazardous materials. Each container must also be clearly labeled with:

1. The name of the hazardous material
2. Hazard warnings
3. The name and address of the manufacturer or responsible party

Labor and Industries may levy appropriate fines against employers for noncompliance and the City may withhold payment pending receipt of a legible copy of the MSDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to “carcinogenic ingredients: and “routes of entry” of the product(s) in question.

10.13 Independent Contractor

The City and the Contractor agree that the Contractor is working as an independent contractor, not as a City employee.

This means the City is not responsible for paying sick leave, vacation, employment benefits, Social Security, or any employment-related taxes. The Contractor is responsible for paying all required taxes.

Any insurance the Contractor purchases for their own benefit does not change this arrangement or make it an employment contract.

10.14 Changes to Key Personnel or Subcontractors

No key individuals or subcontractors are designated as essential as of the Effective Date. If applicable, the Contractor shall not transfer, replace, or reassign any individual later designated as essential or listed in the WMBE Inclusion Plan without written approval from the City.

If a key person leaves the Contractor’s team or a named subcontractor is terminated during the Agreement, the Contractor must notify the City and request approval to assign a replacement.

At the City’s request, the Contractor must propose one or more individuals or subcontractors with equal or better qualifications to fill the role.

The City will consider how well the Contractor is meeting the goals and commitments in the WMBE Inclusion Plan when reviewing proposed changes.

Approval or denial of a replacement does not relieve the Contractor of its responsibilities under this Agreement.

11 SECURITY, LIABILITY, AND DAMAGES

11.1 Performance Bond

No later than 30 days prior to the Start Date, the Contractor must provide and maintain a valid Performance and Payment Bond equal to 30% of the Contractor's estimated annual revenue under this Agreement.

1. The Bond must be in place before any processing work begins.
2. It must be valid for at least one year.
3. At least 90 calendar days before the Bond expires, the Contractor must either provide a new Bond or proof that the current Bond can be renewed.

The Bond guarantees that the Contractor will meet all obligations under the Agreement and pay all workers, subcontractors, and suppliers involved in the work.

The Bond must be:

1. Approved by the City Attorney for company, format, and financial backing
2. Issued by a company listed in the U.S. Department of the Treasury's Circular 570
3. Listed as an authorized insurer by the Washington State Insurance Commissioner
4. Acceptable to the City

The Bond must clearly state that it follows this section of the Agreement and that any conflicting terms are invalid.

If the Contractor fails to provide or maintain the Bond, it will be considered a serious breach of agreement and may result in immediate termination by the City.

11.2 Contractor Default and City Remedies

This section stands on its own, even if other parts of the Agreement say otherwise.

The City may declare the Contractor in default if any of the following occur (unless caused by something beyond the Contractor's control, not including labor disputes):

1. The Contractor cannot accept the City's recycling for more than 48 hours at an approved facility.
2. The Contractor fails to follow the requirements in **Sections 10 – Employment & Compliance**.
3. The Contractor does not provide or maintain the required Performance and Payment Bond (**Section 11.1**).

4. The Contractor does not provide or maintain the required insurance (Section 11.7).
5. The Contractor repeatedly ignores or refuses to follow important terms of the Agreement, even after being notified in writing.

11.3 Notice and Opportunity to Cure

Before declaring default, the City will notify the Contractor and its surety of a meeting with the City, scheduled within seven calendar days. At this meeting, the Contractor can explain the issue and propose a fix.

If the Contractor does not satisfy the City that the issue is resolved or excusable, the City may officially declare the Contractor in default. The City will consider both the seriousness of the issue and the Contractor's overall performance.

11.4 Termination for Default and Transfer of Work to the Surety

Upon declaration of default under Section 11.2, and subject to the notice and cure process in Section 11.3, the City may terminate this Agreement in whole or in part. The City may stop the Contractor's recycling processing services and transfer responsibility to the Contractor's surety.

The surety shall promptly engage another contractor with a comparable recycling processing facility to perform the work and ensure continuity of recycling services. The City will compensate the surety or its replacement contractor at the rates established under this Agreement, with no entitlement to payment by the defaulting Contractor.

If the replacement contractor completes the services at a lower cost than the defaulting Contractor would have charged, the City retains the savings. If completion costs exceed the original contract amount, the defaulting Contractor and its surety must pay the difference.

Any funds otherwise owed to the Contractor at the time of default—after deducting amounts owed to the City—will be applied to cover the City's damages and expenses. Any remaining balance will be paid to the Contractor.

11.5 Insurance Limits

At all times during the term of this Agreement, the Contractor shall maintain in force the following minimum levels of coverage and limits of liability for insurance or self-insurance ("Insurance"). Contractor may satisfy these coverage requirements through any combination of primary and excess policies.

1. COMMERCIAL GENERAL LIABILITY (CGL) Insurance including coverage for:
 - b) Premises/Operations
 - c) Products/Completed Operations
 - d) Pollution – On-Site and Off-Site*
 - e) Personal/Advertising Injury
 - f) Contractual
 - g) Independent Contractors
 - h) Stop Gap/Employers Liability

Such Insurance must provide the following minimum limits of liability:

\$5,000,000	each occurrence Combined Single Limit bodily injury and property damage (CSL)
\$10,000,000	Products/completed operations aggregate
\$5,000,000	General aggregate
\$5,000,000	each accident/disease/policy limit

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE for owned, non-owned, hired, and leased vehicles, as applicable, written on a form CA 00 01 or equivalent. Such insurance must provide a minimum limit of liability of \$1,000,000 CSL.
3. WORKERS' COMPENSATION INSURANCE as required by the Industrial Insurance laws of the state of Washington.
4. UMBRELLA/EXCESS/BUMBERSHOOT LIABILITY INSURANCE over CGL and automobile liability minimum limit shall be \$5,000,000 CSL (\$6,000,000 total limits requirement).

The limits of liability specified above may be satisfied with primary limits of liability or any combination of primary limits and excess/umbrella limits.

11.6 Insurance Terms and Conditions

1. **City of Seattle as Additional Insured:** The CGL, Auto, and excess/umbrella insurance shall include "the City of Seattle" as an additional insured for primary and non-contributory limits of liability.
 - a) Pollution Liability Insurance minimum limits of liability may be evidenced with separate coverage.
2. **No Limitation of Liability:** Insurance coverage and limits of liability as specified herein are minimum coverage and limit of liability requirements only; they shall not be construed to limit the liability of the Contractor or any insurer for any claim that is required to be covered hereunder to less than the applicable limits of liability stated in the declarations. Moreover, the City shall be an additional insured, where additional insured status is required, for the full available limits of liability maintained by vendor, whether those limits are primary, excess, contingent or otherwise. The Contractor expressly understands and agrees that this provision shall override any limitation of liability or similar provision in any agreement or statement of work between the City and the Contractor.
3. **Required Separation of Insured Provision; Cross-Liability Exclusion and other Endorsements Prohibited:** The Contractor's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to

each insured and additional insured, except with respect to the limits of the insurer's liability. The Contractor's insurance policy shall not contain any provision, exclusion or endorsement that limits, bars, or effectively precludes the City of Seattle from coverage or asserting a claim under the Contractor's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. The Contractor's CGL policy shall NOT include any of the following Endorsements (or their *equivalent endorsement or exclusions*): (a) Contractual Liability Limitation, (CGL Form 21 39 or equivalent), b) Amendment Of Insured Contract Definition, (CGL Form 24 26 or equivalent), (c) Limitation of Coverage to Designated Premises or Project, (CGL Form 21 44 or equivalent), (d) any endorsement modifying or deleting the exception to the Employer's Liability exclusion, (e) any "Insured vs. Insured" or "cross-liability" exclusion, and (f) any type of punitive, exemplary or multiplied damages exclusion. The Contractor's failure to comply with any of the requisite insurance provisions shall be a material breach of, and grounds for, the immediate termination of the Agreement with the City of Seattle; or if applicable, and at the discretion of the City of Seattle, shall serve as grounds for the City to procure insurance coverage with any related costs of premiums to be repaid by the Contractor or reduced and/or offset against the Agreement.

4. **Claims Made Form:** If any policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this Agreement. Claims made coverage shall be maintained by the Contractor for a minimum of three (3) years following the expiration or earlier termination of this agreement, and the Contractor shall provide the City with evidence of insurance for each annual renewal. If renewal of the claims made form of coverage becomes unavailable or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability assumed under the agreement.
5. **Deductibles and Self-Insured Retentions:** Any self-insurance retention or deductible in excess of \$ 25,000 that is not "fronted" by an insurer and for which claims the vendor or its third-party administrator is directly responsible for defending and indemnifying must be disclosed on the certificate of liability insurance. The Contractor agrees to defend and indemnify the City under its self- insured or deductible layer and upon City's request advise the full delivery address of the individual or department to whom a tender of a claim should be directed.
6. **Notice of Cancellation:** Under RCW 48.18.290 ("Cancellation by insurer") applicable to insurers licensed to do business in the State of Washington, the City, as a certificate holder for the insurance requirements specified herein and an additional insured, has an interest in any loss which may occur; written notice of cancellation must therefore be actually delivered or mailed to the City not less than 30 days prior to cancellation (10 days as respects non-payment of premium). As respects surplus lines placements, written notice of cancellation shall be delivered not less than 30 days prior to

cancellation (10 days as respects non-payment of premium).

7. **Qualification of Insurers:** Insurers shall maintain A.M. Best's ratings of A- VII unless procured as a surplus lines placement under RCW chapter 48.15, or as may otherwise be approved by the City.
8. **Changes in Insurance Requirements:** The City shall have the right to periodically review the adequacy of coverages and/or limits of liability in view of inflation and/or a change in loss exposures and shall have the right to require an increase in such coverages and/or limits upon ninety (90) days prior written notice to the Contractor. Should the Contractor, despite its best efforts, be unable to maintain any required insurance coverage or limit of liability due to deteriorating insurance market conditions, it may upon thirty (30) days prior written notice request a waiver of any insurance requirement, which request shall not be unreasonably denied.
9. **Evidence of Insurance:** The Contractor must provide the following evidence of insurance:
 - b) A certificate of liability insurance evidencing coverages, limits of liability and other terms and conditions as specified herein;
 - c) An attached City of Seattle designated additional insured endorsement or blanket additional insured wording to the CGL/MGL (and if required Pollution Liability insurance policy).
 - d) A copy of all other amendatory policy endorsements or exclusions of the
 - i. Contractor's insurance CGL/MGL policy that evidences the coverage required.

In the event that the City tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, the Contractor shall also cause a complete copy of the requested policy to be timely furnished to the City.

11.7 Indemnity

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Agreement, or the Contractor's violation of any law, ordinance or regulation, agreement provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City. As to the City of Seattle, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the agreement price reflects this negotiation.

12 INFORMATION DISCLOSURE AND ETHICS

12.1 Confidentiality

Confidential Information refers to any non-public information shared by either party that is clearly marked as confidential. This includes things like business practices, technical data, financial details, and trade secrets.

Both parties agree to protect each other's Confidential Information and only use it to carry out the work described in the Agreement. They may share it only with employees, agents, or subcontractors who need to know it and are bound by similar confidentiality rules.

However, information is not considered confidential if:

1. It becomes public without breaking the agreement,
2. It's developed independently without using the other party's information,
3. It's shared with written permission,
4. Or it must be disclosed by law, regulation, or court order (in which case, the receiving party must notify the other party promptly).

The Contractor understands that the City must follow the Washington State Public Records Act (RCW 42.56), which means this agreement and related documents may be publicly disclosed.

The City is not responsible for disclosures required by law.

If you believe any records you submit to the City should not be publicly disclosed, you must:

1. Fill out the Non-Disclosure Request (NDR) (Attachment A).
2. Clearly identify each record or part of a record you believe is exempt.
3. Cite the specific legal exemption and submit a redacted copy showing only the
4. exempt portions.

Simply labeling a document as "confidential" or "proprietary" is not enough. You must mark specific sentences or paragraphs. Entire pages should only be marked if every sentence qualifies for exemption. Only records properly listed in the NDR will be withheld for notice; all others may be disclosed.

If the City receives a public records request for documents you've properly listed in the NDR, it will notify you and delay disclosure. As a courtesy (not a legal requirement), the City will give you up to 10 business days to seek a court order to block the release. If you don't get a court injunction within that time, the City may release the records.

Exception: The City will automatically withhold customer information related to recyclable purchases (such as names and contact details) from public records requests. To qualify for this exception, you must follow the same NDR process. If the City receives a request for such records, it will notify you, redact the customer information, and share the redacted version with you before releasing it. If the redaction is legally challenged, you agree to help the City defend it. If a court orders disclosure, the City will comply.

These obligations shall survive termination or expiration of this Agreement for a period of five (5) years.

12.2 Compliance with Antitrust and Corrupt Practices Laws

The Contractor shall not engage in any conduct that violates applicable antitrust laws, including but not limited to collusion, price fixing, bid rigging, or market allocation. The Contractor shall ensure compliance by its officers, employees, and subcontractors. The Contractor shall not offer, solicit, or receive any bribe, kickback, or unlawful gratuity in connection with this Agreement. Violations of the Washington State Ethics in Public Service Act (RCW 42.52), the Seattle Ethics Code (SMC 4.16), or other applicable laws shall constitute a material breach.

The Contractor shall promptly disclose any actual or suspected violations. The City may investigate and take appropriate action, including termination, debarment, or legal remedies. These obligations shall survive the Agreement term.

12.3 Conflict of Interest

The Contractor certifies that, to the best of its knowledge, no City employee or official has a financial interest in this Agreement that would violate applicable law or policy. The Contractor shall avoid any activity that creates an actual or perceived conflict of interest and shall notify the City immediately upon discovery of any such conflict. Any violation of this Section shall be deemed a material breach and may result in termination or other remedies available under law.

12.4 Gifts and Gratuities

The Contractor shall not offer or provide any gift, gratuity, favor, entertainment, or other item of value to any City employee, official, or agent in connection with this Agreement. This prohibition includes items intended to influence decision-making or secure favorable treatment. The Contractor shall ensure compliance by its employees and subcontractors. Any violation of this Section may result in termination, debarment, or other legal remedies.

12.5 Campaign Contributions

The Contractor shall comply with all applicable campaign finance laws and regulations, including RCW 42.17A and SMC 2.04. The Contractor shall disclose any contributions made to City officials or candidates as required by law.

No campaign contribution shall be made with the intent to influence the award or administration of this Agreement.

Violation of this Section shall be deemed a material breach and may result in termination or disqualification from future City contracts.

12.6 Ethics Code for City Employees

The Contractor acknowledges that City employees are subject to the Seattle Ethics Code (SMC 4.16) and agrees not to engage in conduct that would cause a City employee to violate that Code.

The Contractor shall cooperate with any ethics investigation or inquiry initiated by the City's Ethics and Elections Commission.

Any conduct that results in a violation of the Ethics Code may be grounds for termination, debarment, or other remedies.

13 ANCILLARY PROVISIONS

13.1 Assignment and Subcontracting

The Contractor shall not assign, transfer, pledge, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of the City, which may be withheld at the City's sole discretion.

The Contractor shall not subcontract any portion of the services under this Agreement without the prior written approval of the City. All subcontractors shall be bound by the terms of this Agreement and shall meet the same standards of performance and compliance as the Contractor.

The Contractor shall remain fully responsible for the acts and omissions of its subcontractors and shall ensure that all subcontracted work is performed in accordance with this Agreement.

13.2 Interpretation and Severability

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and applicable federal law.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be interpreted to fulfill its intended purpose to the maximum extent permitted by law.

Section headings are for convenience only and shall not affect the interpretation of this Agreement.

13.3 Notices and Dispute Resolution

All notices required under this Agreement shall be in writing and delivered by hand, email, or certified mail to the addresses designated by each Party. Notices shall be deemed received upon delivery or, if mailed, three (3) business days after mailing.

In the event of a dispute, the Parties shall first attempt to resolve the matter through informal discussions. If unresolved, either Party may request mediation. If mediation fails, the dispute may be resolved through litigation in King County Superior Court, unless otherwise agreed.

During any dispute, the Contractor shall continue to perform its obligations under this Agreement unless directed otherwise by the City.

13.4 Force Majeure and Emergency Disruptions

Neither Party shall be liable for failure to perform its obligations due to events beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts of war, terrorism, pandemics, or government orders, provided that the affected Party gives prompt written notice and resumes performance as soon as practicable. Cyber security breaches to the Contractor's systems are not considered events beyond the Contractor's control and do not excuse Contractor's performance under this Agreement.

In the event of a major service disruption, the Contractor shall implement its contingency plan as approved in the Operations Plan and coordinate with the City to ensure continuity of essential services.

If the Contractor is unable to perform for more than seventy-two (72) hours, the City may take reasonable steps to secure alternative services and may recover associated costs from the Contractor unless excused by Force Majeure.

13.5 Cyber Security Expectations

The Contractor shall implement and maintain reasonable administrative, technical, and physical safeguards to protect all City data from unauthorized access, disclosure, alteration, or destruction.

The Contractor shall notify the City within twenty-four (24) hours of discovering any actual or suspected data breach involving City information. The notification shall include the nature of the breach, affected systems, and corrective actions taken.

The Contractor must follow all relevant data privacy and cyber security laws, including RCW 19.255 and RCW 42.56 and SPU's cyber security requirements outlined in **Exhibit 7**. If the Contractor uses third-party systems or cloud services to store or process City data, it shall ensure that such providers meet equivalent security standards and are contractually bound to protect City data.

14 FACILITY AND RECORDS AUDITING AND INSPECTION RIGHTS

The Contractor shall maintain complete and accurate records relating to its performance

under this Agreement, including but not limited to financial records, payroll documentation, operational data, accounting methods, pricing, and shipment details. All such records shall be retained for a minimum of six (6) years following the expiration or termination of this Agreement, or longer if required by law.

The City, including its staff and invited representatives, shall have the right to inspect, audit, and copy any records, books, or documents related to the services provided under this Agreement. These inspections may occur during regular business hours with at least 24 hours' notice and may include access to the Contractor's personnel, facilities, equipment (including platforms), and systems. Site inspections shall be conducted in a manner that reasonably avoids disruption to the Contractor's operations.

If the Contractor believes any materials subject to inspection or audit are proprietary or exempt from public disclosure, such materials shall be clearly labeled at the time of inspection. For further guidance, see **Section 12.1**.

The Contractor shall cooperate fully with any audit or investigation conducted by the City or its authorized representatives.

15 EXHIBITS & ATTACHMENTS

Exhibit 1 – Insurance Certificate

Exhibit 2 – Performance Bond

Exhibit 3 – WMBE Inclusion Plan

Exhibit 4 – Material & Processing Protocol & Audit Methodologies

Exhibit 5 – Operations Plan

Exhibit 6 – Materials Marketing Plan

Exhibit 7 – Cyber Security Requirements

Exhibit 8 – Materials and Commodities Tables

Table 1 – Minimum Required Recyclables, Additional Recyclables, and Minimum Commodities

Table 2 – Commodities Composition Percentages

Table 3 – Reference Prices for Calculation of Average Market Value of City's Recycling

Table 4 – Example Monthly Average Market Value of the City's Recycling

Attachment A – City Non-Disclosure Request

EXHIBIT 1 – Insurance Certificate (WM to provide prior to contract execution)

EXHIBIT 2 – Performance Bond (WM to provide no later than 30 days prior to the Start Date)



Seattle
Finance &
Administrative Services

Appendix B Form 1: Inclusion Plan

WMBE Inclusion Plan – Vendor Contracts

Solicitation Number & Title: #25-002-A Recyclables Processing Services
Your Company Name: Waste Management of Washington, Inc.

Bidders must complete and submit this form with their RFP response. Carefully read the attached instructions.

For questions, call Miguel Beltran, 206-684-4525 Miguel.Beltran@seattle.gov.
The RFP instructions for this project identify how many points this Inclusion Plan is given during RFP evaluation.

Aspirational WMBE Goals.

Propose WMBE utilization goals in the spaces below. These goals represent WMBE utilization the Bidder intends to achieve during contract performance. The goals should represent a realistic and achievable commitment. WMBE Bidders may indicate your self-performance as well as work you intend to subcontract to other WMBE firms. See page 4 for instructions. These goals do not need to match and are not expected to match WMBE Guarantees.

We don't intend to use external vendors in our work in this contract. Although, we service the city under the Solid Waste Collection and Transfer Contract, and which we contract with Can Do, certified by the Minority Supplier Development Council (MSDC) and Women's Business Enterprise National Council (WBENC). If there will be any need for vendors, we will hire and work with Can Do.

At WM, we are working to create an environment where everyone has an opportunity to succeed. As part of our commitment, we are identifying and reaching out to small business enterprises and local businesses, which includes, minority, women and service-disabled veteran-owned businesses to work with us and add value to our supply chain. Our program approach focuses on maintaining a balance between high levels of service, quality and competitive pricing, while assisting businesses that have been historically overlooked in the procurement process.

Please see above paragraphs for our commitment to SPU's goals.

Project Goals	
Specify the percentage participation by woman owned firms.	TBD%
Specify the percentage participation by minority owned firms.	TBD%
TOTAL	TBD%

Strategies.

Describe strategies you intend to use to achieve the aspirational WMBE utilization for this contract. This may include such strategies as negotiated award to a WMBE firm in lieu of competitive subcontract bids, using WMBE as a tiebreaker per RCW 35.22.650, strategies for self-performance and subcontracting, providing mobilization payments, and offering rapid invoice payments.



Page 2

Last updated October 4, 2023

Supplier Diversity Program

At WM, we work to create an environment where everyone has an opportunity to succeed. As part of this commitment, we established a formal Supplier Diversity Program in 2004. The mission of this program is to develop a growing portfolio of viable and competitive small businesses, which includes those owned by minorities, women, and service-disabled veterans.

Supplier Diversity in the Sourcing Process

Our Supplier Diversity group works with sourcing managers and buyers to identify upcoming procurement opportunities. Based on the opportunity, they identify qualified, diverse suppliers to participate in the procurement opportunity. The suppliers are screened to determine if a match exists between diverse suppliers' capabilities and business requirements.

First Tier

All suppliers of WM are required to complete an online registration form to be entered into our Total Supplier Management System (TSMS) at <https://www.wm.com/us/en/inside-wm/who-we-are/suppliers>. Certified minority, women-owned and service-disabled veteran firms are asked to upload copies of their certifications in order to be considered in our First-Tier Supplier Diversity Program. Profiles of diverse suppliers are flagged as certified suppliers.

Second Tier

WM's Second-Tier Supplier Diversity Program provides opportunities for all suppliers. Through this program we task our non-diverse suppliers to help us in achieving our corporate goals by committing to utilize small and local businesses, including those that are certified minority, women-owned and service-disabled firms to directly fulfill their agreement with WM.

To participate in the WM Supplier Diversity Program, the supplier shall support the utilization and development of small business enterprises and local businesses when it makes business sense to do so. WM recognizes certifications from the National Minority Supplier Development Council, Women's Business Enterprise National Council and Association for Service Disabled Veterans.

Past Performance

As evidence of your good faith intentions to achieve the WMBE aspirational goals you provide on page 1, describe your past performance on contracts with similar work. The City may review your past performance on previous City contracts. Your response should concentrate on achievement when your effort was voluntary (i.e. goals were not mandatory such as a federally-funded DBE requirement), or where you exceeded the regulatory minimum requirement.

Throughout the duration of our current (Solid Waste Collection and Transfer Contract) contract with the City of Seattle, we are diligent in selecting firms that meet the City's WMBE requirement and also align with our own internal Supplier Diversity procurement policy. Examples of vendors and subcontractors that we work with in Seattle are:

- Container Management Group/Can Do Services (Now FleetGenius). This certified Minority and Woman Owned Business (WMBE) provides all cart and public place can delivery, removal, maintenance and repair services.
- TMTTran Consulting. This certified Woman Owned Business (WBE) serves as our outreach consultant for the Clean Alleys Program (CAP) neighborhoods we serve. Her main charge is working with businesses in the International District, providing education and CAP bag assistance.



Page 3

Last updated October 4, 2023

- Lacy & Par. This Minority Owned Business (MBE) serves as a mail house for all Seattle-related mailings as well as our CAP bag delivery vendor.
- Artifex Design, Inc. This certified Woman Owned Business (WBE) provides graphic design assistance, with a primary focus on designing public education and marketing material as well as advertisements.
- Two Muses Marketing, a woman owned business (WBE) is SPU's preferred vendor that we use to design public education material and collateral, i.e. the annual residential mailers.
- Dynamic Language, Ltd, is a Certified Minority-owned business that we use for translation and interpretation services.

As a company, WM spent \$691 million with diverse suppliers, almost 10% of our WM supply chain vendor work.

WMBE Guarantees

This section gives the option to guarantee utilization of certain WMBE firms as evidence of good faith efforts. If you choose to list WMBE firms, you guarantee to the City and WMBE firm they will be used. Provide the percentage of total contract value that you guarantee. Please see instructions on page 5.

We don't plan to use external vendors in our work. However, if circumstances change, we will use our current list of vendors that we use for the collection contract. Please see our list above.

Diverse Employment.

If you have a mission or program uniquely committed to hiring workers with employment barriers, veterans, disabled, the chronically unemployed or low-income individuals, or woman and minority (if they are underutilized in your profession such as construction trades), please describe. The City expects a substantive and highly integrated program, instead of a standard EEO or Affirmative Action policy.

Describe how this mission or commitment would translate directly into placement of such workers to perform the scope of work for this City contract opportunity.

The WM IEP (Innovative Employment Pathways) program offers employment opportunities for individuals who face persistent barriers to employment. The IEP program is a key component of our People First focus. It strengthens our recruitment, sustainability, and social impact strategy.

Valuing our military veterans for their leadership, teamwork, and safety skills

When it comes to developing career pathways, WM is a clear leader in recruiting, hiring, retaining and developing military veterans. We maintain a network of veteran employment outreach partners for recruiting purposes. We frequently advertise with key veteran employment resources, such as G.I. Jobs and Military Times, and we participate in more than 100 military job fairs a year.

Our role as one of the country's top employers of military veterans is recognized throughout the industry. Six times, G.I. Jobs has named WM a Top Military Friendly Employer. Five times, the Military Times has named WM a Best for Vets employer. U.S. Veterans Magazine has honored us as Best of the Best as a military employer.

We were recently recognized as one of the Forbes 2024 "Best Employers for Veterans". Our Talent strategy includes a dedicated Program Manager – Military Veterans to support our connections to military veteran communities enterprise wide. WM's partnership with Recruit Military enables expanded connection to directly reach to the military veteran community.



Page 4

Last updated October 4, 2023

WM named a disability-friendly company

DIVERSEability Magazine has released the early results of its review of the nation's Best of the Best Top Disability-Friendly Companies, and WM is on the list. The publication, one of the nation's fastest-growing, disability-focused magazines, polled hundreds of Fortune 1000 companies for its 2018 Best of the Best evaluations.

Adding women to our ranks

The waste industry has traditionally been male-dominated, so WM seeks to recruit women. Our Pacific Northwest recruiting team uses social media and recruiting partners to assist its outreach efforts to women. Job boards we use include Jobs4Women.net, Women for Hire and Women in Business and Industry.

Other strategies underway to interest women in roles at WM include:

- Hosting WM National Career Days that involve social media campaigns specifically focused on recruiting women
- Encouraging local WM women operators and drivers to tell their stories to the media, as they did across the Pacific Northwest in 2017 via social media, TV news stories and columns in community newspapers
- Leveraging our membership in Women in Trucking to recruit women in driver, fleet, dispatch, maintenance and operations positions, including in leadership roles

Best of the best for professional women

Women's Choice Awards (2022–2023)

WM was honored with multiple Women's Choice Awards in both 2022 and 2023, including:

- Best Companies to Work for Women
- Best Companies to Work for Diversity
- Best Companies to Work for Millennials

These awards reflect WM's efforts to foster an inclusive workplace that supports women, diverse employees, and younger professionals.

Forbes Recognitions

WM has been featured in Forbes' lists as:

- One of the World's Top Female-Friendly Companies (2021, 2022)
- Best Employers for Diversity (2022–2024)

These accolades underscore WM's dedication to creating a supportive environment for women and promoting diversity within its workforce.

Industry Leadership

In 2025, Tara Hemmer, WM's Senior Vice President and Chief Sustainability Officer, was recognized by Waste360 with the **Women Who Inspire Award**. This award highlights her leadership in sustainability and her role in mentoring the next generation of professionals in the waste management industry.

These recognitions demonstrate WM's ongoing commitment to supporting women in the workplace and leading initiatives that promote diversity and inclusion.

Recognition for doing what is right

At WM, we have been recognized for our ethics training, ethical business practices and social responsibility.

Ethisphere's World's Most Ethical Companies



Page 5

Last updated October 4, 2023

WM has been named one of Ethisphere's World's Most Ethical Companies® for 15 consecutive years, including the most recent recognition in 2024. This honor highlights WM's dedication to business integrity through robust ethics, compliance, and governance programs. In 2024, WM was one of only two companies recognized in the Environmental Services industry category.

Additional Recognitions

Beyond Ethisphere, WM has received awards that underscore its ethical and responsible business practices:

- **America's Most Responsible Companies:** Recognized by Newsweek in 2020, 2021, 2023, and 2024
- **100 Best Corporate Citizens:** Listed by Corporate Responsibility Magazine and 3BL Media from 2015 to 2022
- **Best Employers for Diversity:** Featured by Forbes from 2022 through 2024.

Internal Programs for our employees

At WM, we embrace and cultivate respect, trust, open communication and diversity of thought and people. We're building inclusive practices that empower our employees because we know the impact we can make when we unite on shared values and purpose.

WM supports Employee Resource Groups that are open to all employees and provide an opportunity to network across WM's geographic footprint and various lines of business. WM's four internal Employee Resource Groups (ERGs) are designed to foster a culture of inclusion and belonging by enabling and empowering our teammates to grow, learn and engage. With a strong focus on our People First commitment, WM's ERGs embrace and cultivate respect, trust, open communication and diversity of thought and people.



Our Multicultural Employee Resource Group serves to attract, retain, celebrate and develop team members of all cultures. This diverse group works to empower all employees through networking, mentoring, resource sharing and community partnership activities.



Our LGBTQ+ Employee Resource Group serves as a welcoming space for employees who understand that sharing their authentic identity is powerful in fostering an inclusive environment where everyone can bring their full selves to work each day. Through support from each other and allies, members illustrate how at WM, inclusion matters.



Page 6

Last updated October 4, 2023



Our Women's Empowerment Network Employee Resource Group is focused on creating a workplace that empowers, encourages and supports women. WEN is dedicated to providing women with resources they need to advance their skills and leadership potential through growth, networking and allyship.



Our Veterans Employee Resource Group supports veteran employees and military families across WM while increasing the focus on military recruitment in partnership with talent acquisition and developing external partnerships with veteran organizations.



Inclusion Plan Instructions

WMBE firms include any self-identified or state-certified firm that is at least 51% woman or minority owned (per SMC 20.42). The following may assist bidders: <http://web6.seattle.gov/fas/registration/> and <https://omwbe.wa.gov/directory-certified-firms>. A WMBE does not need to be self-identified and registered within the City's on-line business registration at time of bid but must do so before contract execution.

1. When the City places the Inclusion Plan into the solicitation requirements, the "Bidder" must complete and submit this WMBE Inclusion Plan as part of the RFP response. If the form is not completed and submitted as part of the response, the bid will be considered non-responsive.
2. The RFP provides the evaluation scoring matrix, which includes how many points this Inclusion Plan will be given in RFP evaluation. Notes below provide you the context of how points will be considered. The Plan will be evaluated by the City based upon the strength of the good faith efforts to utilize WMBE-owned firms
3. A Prime (i.e. the Bidder, Vendor, the company submitting the proposal) who self-identifies (or is state certified) as a WMBE firm, must complete this form, even if it intends to self-perform.
4. If you are a WMBE Prime and choose to self-perform elements that are eligible for subcontracting (i.e. work that is discretionary, which a prime may choose to self-perform or subcontract), you may include your self-performance as part of your aspirational goal and may name your self-performance for such discretionary work within your Guaranteed WMBE utilization.
5. All work identified in the Plan to be performed by a WMBE firm must be a commercially useful function for the contract scope.
6. The City may discuss the Plan with the apparent successful bidder before incorporating into the contract; the Plan may be amended by mutual consent.
7. For phased work, (for example, an IT project), provide responses as thorough as possible given the scope known. If future phases require, the City will review the Plan for mutually-agreed upon updates.

Aspirational WMBE Goals (Page 1)

8. These goals are a serious commitment the Prime (i.e. Bidder or Proposer) can reasonably and realistically achieve given good faith efforts.
9. These aspirational goals, good faith efforts, progress reports, and collaboration with the City are material to the contract.
10. The Bidder is to provide an Aspirational Goal that is achievable. Failure to achieve the goal itself is not a material breach, but substantial variance below the Aspirational goal volunteered by the Bidder may measure failed good faith efforts, to establish a reasonable goal and/or build an appropriate effort to achieve the aspirational goal.
11. The Aspirational Goal percentage applies to the entire contract cost. If change to the contract requires a modification to the percentage, then the City and Prime will discuss whether a greater or lesser goal is appropriate and modify the Plan.
12. The bidder should enter a total WMBE goal on page 1 where indicated. The City seeks a separate percentage WBE and MBE goal. If the bidder does not provide such goals separately and only gives a total, then the City may seek the two separate percentages after bid opening and rely upon the total for scoring. If the Bidder provides a WBE and MBE goal, but does not total the percentage, the City shall total those percentages to become the total.



Page 8

Last updated October 4, 2023

WMBE Guarantee (Page 2)

13. The Prime has the option to list WMBE firms with whom the Prime commits to contract. This does not need, and is not expected, to equal your aspirational goal on page 1. You may have WMBE firms you can commit at time of bid but may have other opportunities you are not yet prepared to guarantee.
14. A WMBE Guarantee should be secured with the WMBE firm in advance of listing on the form. The City does not require a signed contract in place with the WMBE.
15. Changes to named WMBE Guarantees:
 - a. A named firm includes any WMBE named in the Inclusion Plan with whom the Bidder would Contract if awarded the Contract.
 - b. Any such WMBE that the Prime wishes to substitute during the project must have City Buyer consent through a change order and a demonstrated "good cause." "Good cause" shall include the following:
 1. Failure of the WMBE to execute a written contract after a reasonable period of time.
 2. Bankruptcy of the WMBE.
 3. Failure of the WMBE to provide the required bond.
 4. The WMBE is unable to perform the work because they are debarred, not properly licensed, or in some other way is ineligible to work.
 5. Failure of the WMBE to comply with a requirement of law applicable to subcontracting.
 6. The death or disability of the WMBE (if the WMBE is an individual)
 7. Dissolution of the WMBE (if the WMBE is a corporation or partnership).
 8. If there is a series of failures by the WMBE to perform in accordance with previous contracts.
 9. Failure or refusal of the WMBE to perform the work.
 - c. If the Prime is making a change to a named WMBE Subcontractor, then the Prime shall use good faith efforts to recruit another WMBE to do the Work.

Diverse Employment (Page 3)

- a. Corporate EEO policies and affirmative action policies are not indicative of a unique employment mission.
- b. A response is not required, if you have no such program within your company and/or you do not have a unique mission as part of your business purpose.



Exhibit 4. Material & Processing Protocol & Audit Methodologies

A. Inbound Load Inspection and Rejection Protocols

The Contractor will establish and follow reasonable Load Inspection and Rejection Protocols to determine whether an individual load of the City's Recycling contains Unacceptable Materials or more than thirty percent (30%) Contamination by weight or volume, utilizing standard industry procedures that are subject to approval by the City. The protocols should include the following elements:

1. Each inbound load of the City's Recycling is visually inspected by the Contractor to determine suitability for processing.
2. If a load is observed to contain Unacceptable Material or estimates that it contains more than thirty percent (30%) Contamination, the Contractor documents the inspection electronically and photographs the inspected load and Unacceptable Material, including recording the date and time of inspection, associated scale ticket number, truck number, City collection route number, a description of the Unacceptable Material identified and/or the percentage of contamination observed (if applicable), and whether the load was accepted or rejected. Summary reports of such information shall be provided to the City each month in an electronic format approved by the City.
3. If a load contains an Unacceptable Material that can be removed safely from the load, the Contractor will remove the Unacceptable Material and then accept the remainder of the load for processing. Unacceptable Material that is separated will be returned to the City as Refused Material for proper management at the City's own expense.
4. A load that contains Unacceptable Material that cannot be removed safely, or that contains more than thirty percent (30%) Contamination by weight or volume may be rejected and returned to the City as Refused Material or, at the discretion of the Contractor, may be processed by the Contractor.
5. The Contractor shall separately track, record, and report the weight of Refused Material. Such tracking shall be subject to audit and review by the City. The tons of Refused Material which are not Processed shall be deducted from the total inbound City's Recycling delivered to the Contractor in order to calculate the monthly Processing Fee due to the Contractor.
6. Refused Material shall be returned to the City for proper management and disposal at the City's own expense. The City shall be responsible for the costs associated with transporting and hauling Refused Material to the Designated Intermodal Facility. Contractor will pass through 3rd party hauling costs to the City.

Exhibit 4. Material & Processing Protocol & Audit Methodologies

B. Materials & Processing System Audit (System Audit)

The Contractor will conduct an annual facility-based Materials and Processing System (System) Audit at each designated processing facility. The purpose of the System Audit is to determine the proportions of each Commodity and of Residual produced by the Contractor's processing system from a representative sample of the City's Recycling. The results of the System Audit will be used to calculate the inbound composition and relative proportions of Commodities produced from the City's Recycling to determine Average Market Value of the City's Recycling. Data from the System Audit will also be used in combination with results from the Commodity and Residual Audits to determine the amount of Contaminants in the City's Recycling and to evaluate the Contractor's performance with respect to the processing specifications established under this Contract.

Each System Audit will be conducted using the following methodology:

System Audit Sample Material

1. **Sampling Method:** A representative selection of loads of the City's Recycling, including a representative proportion of material from single-family and multifamily residences, is sequestered by Contractor's Facility staff upon delivery and kept separately from all other inbound material in a predetermined holding area over the course of 3-5 days. Load selection and sampling is done by Facility staff ahead of the scheduled composition study in consultation with City staff to confirm a balanced and representative mix of residence types and demographics of neighborhoods in routes selected. Loads that are sampled are photographed to show the truck and the material being pulled aside for the sample, and the route number and date of sampling is recorded. Sample material is weighed and the weight of each sample load and the combined weight of sample material is recorded.
2. **Sample Size:** The total sample size of a standard System Audit should be equivalent to 1%-1.5% of the total monthly average of delivered single stream. A combined total of 60-80 tons is anticipated for a sample size for a standard System Audit. A follow-up System Audit conducted for the purposes of re-evaluating the Contractor's performance with respect to Process Residual performance standards may be conducted with a smaller sample size of at least 30 tons.

System Audit Preparation

3. On the day of the composition study, the sorting equipment and all material storage bunkers are cleaned of all other material by Facility staff and inspected by Facility management and City representative(s) prior to beginning the study. Absolutely no other material should be in the system or in a bunker.
4. Sample material is placed in a cleared area adjacent to the infeed conveyor.
5. Upon completion of a walkthrough and agreement that the system is free of all other material, start time is recorded and sample material is then run through the system and sorted material is baled or packaged. The sorting and baling process is done under witness by Facility management and City representative(s).

Exhibit 4. Material & Processing Protocol & Audit Methodologies

6. System is run under normal operating conditions and material is sorted according to standard operating protocols into the Commodities regularly produced by the Facility. Facility staff perform their normal functions, except that additional or modified activities may be incorporated to allow for collection of Commodities samples and Residual Samples during the System Audit.
7. Any material that is not to be baled is deposited into containers with tare weights measured under witness by Facility management and City representative(s). This may include Residual, Glass, and any other Commodities not appropriate to be baled or not sorted into quantities sufficient to be baled, as well as Commodities samples taken for the purpose of the Commodities Audit.
8. Once sorting is complete, stop time is recorded and the sorting equipment and all material storage bunkers are once again inspected for any remaining material by Facility management and City representative(s). Any accumulated material that was placed in barrels on the sorting platform is emptied into the appropriate storage bunkers in the system.
9. All sample material that is baled, including any partial bales, is accumulated on the floor of the bale storage area for general inspection. Containers of non-baled material are also accumulated and inspected. Once inspected, bales and containers are weighed and recorded under witness by Facility management and City representative(s).
10. Once weighed, Commodities and Residual materials are set aside for supplement Commodity and Residual auditing.

System Audit Analysis and Reporting

11. Once all sample material has been weighed and recorded, Contractor will compile and analyze the data in accordance with the requirements of the Contract. The details of the analysis will be agreed upon by the City and the Contractor in advance.
12. The Contractor will document the sampling procedures, sample data, and present findings in a clear report, which may include tables, graphs, and recommendations for operational changes to optimize recycling efficiency and maximize capture of Recyclable Materials from the City's Recycling. The final content and format of the System Audit report will be agreed upon by the City and the Contractor in advance.
13. A 1-2% discrepancy in inbound sample material weight to total sorted material weight is acceptable due to loss of material attributable to a number of variables including loss of water weight at the time of tipping, evaporation of moisture, or loss of fine particulates either in the air or stuck to processing equipment such as conveyor belts.

Exhibit 4. Material & Processing Protocol & Audit Methodologies

C. Residual Audit

The Contractor shall conduct an annual Residual Audit in conjunction with each System Audit. The purpose of the Residual Audit is to determine what portion of the Residual that results from the processing the City's Recycling is Contaminants and what portion is Process Residual. The results of the Residual Audit will be used to calculate the amount of Contaminants to be accepted by the City at the City's Designated Intermodal Facility for disposal at no charge and to evaluate the Contractor's performance with respect to the processing specifications established under this Contract.

Each Residual Audit will be conducted using the following methodology:

Residual Audit Sample Material

- 1. Sampling Method:** Residual Audit sample material is selected from Residual material resulting from the System Audit using a representative sampling technique such as grab sampling or time-based sampling. Residual sample material should be representative of the Residual material produced through normal sorting operations.
- 2. Sample Size:** A minimum of five 50 lb. Residual samples are to be included. The number and/or weight of samples may be adjusted at the request of the City or the Contractor to increase the accuracy of the data.

Residual Audit Sample Sorting

- 3.** Each Residual sample is hand-sorted to categorize materials into. pre-determined categories agreed upon by the City and the Contractor. Categories are defined to facilitate the differentiation of Recyclable Materials and Contaminants.
- 4.** Each sorted material category is weighed separately using a calibrated digital scale and the weight is recorded under witness by Facility management and City representative(s).

Residual Audit Analysis and Reporting

- 5.** Once all sample material has been weighed and recorded, Contractor will compile and analyze the data in accordance with the requirements of the Contract. The details of the analysis will be agreed upon by the City and the Contractor in advance.
- 6.** The Contractor will document the sampling procedures, sample data, and present findings in a clear report, which may include tables, graphs, and recommendations for operational changes to optimize recycling efficiency and minimize loss of Recyclable Materials in Residual. The final content and format of the Residual Audit report will be agreed upon by the City and the Contractor in advance.

Exhibit 4. Material & Processing Protocol & Audit Methodologies

D. Commodities Audit

The Contractor shall conduct an annual Commodities Audit on Commodities produced under this Contract in conjunction with each System Audit. The purpose of the Commodities Audit is to collect information about the Capture Rates and/or mis-sorts of Recyclable Materials and the quality of the commodities produced from the City's Recycling.

Audit results for 3 Mix Glass will be used to evaluate the Contractor's compliance with the Commodity Contamination limits established under this Contract. For all other commodities, results will be compared to commodity Quality Standards referenced in the Contractor's Materials Marketing Plan.

Each Commodities Audit will be conducted using the following methodology:

Commodities Audit Sample Material

1. **Sampling Method:** Commodities Audit samples are selected from each of the Commodities produced from the System Audit. Commodities sample material should be obtained in an unbiased way and be representative of the Commodities produced through normal sorting operations. Commodities samples may be selected during the course of the System Audit using grab sampling or time-based sampling methods, or may be selected after the completion of the System Audit. For baled material, samples should be extracted from the middle of an opened bale. The method of sampling for each Commodity will be agreed upon by the City and the Contractor in advance.

For 3 Mix Glass, Commodity audits can be alternatively conducted by using glass end markets, but the Commodity sampled must be from Contractor-specific loads that are reasonably expected to be from the City's Recycling, supported with documentation, and conducted in accordance with the Glass Recycling Coalition's MRF Glass sampling protocol.

A follow-up Commodities Audit conducted for the purposes of re-evaluating the Contractor's performance with respect to Commodity quality standards, including 3 Mix Glass, may be performed by obtaining samples of Commodities produced through standard sorting operations and are not required to be produced from a System Audit conducted in accordance the sampling method described above.

2. **Sample Size:** A minimum of three 5-lb samples of 3 Mix Glass collected in accordance with the Glass Recycling Coalition's MRF Glass sampling protocol will be collected. For all other Commodities, the appropriate number and weight of samples for each type of MRF commodity will be proposed based on the relative volume/weight of each Commodity and will be agreed upon by the City and the Contractor in advance.

Exhibit 4. Material & Processing Protocol & Audit Methodologies

Commodities Audit Sample Sorting

3. Each Commodity sample is hand-sorted to categorize materials into pre-determined categories agreed upon by the City and the Contractor. Categories are defined to facilitate the differentiation of target and mis-sorted Recyclable Materials and Contaminants.
4. Each sorted material category is weighed separately using a calibrated digital scale and the weight is recorded under witness by Facility management and City representative(s).

Commodities Audit Analysis and Reporting

5. Once all sample material has been weighed and recorded, Contractor will compile and analyze the data in accordance with the requirements of the Contract. The details of the analysis will be agreed upon by the City and the Contractor in advance.
6. The Contractor will document the sampling procedures, sample data, and present findings in a clear report, which may include tables, graphs, and any recommendations for operational changes to optimize the quality of Commodities produced and minimize mis-sorted Recyclable Materials. The final content and format of the Commodities Audit report will be agreed upon by the City and the Contractor in advance.

EXHIBIT 5 – Operations Plan (WM to provide a preliminary plan no later than 60 days after the Effective Date)

EXHIBIT 6 – Materials Marketing Plan
(WM to provide the preliminary plan
included in their proposal)

1. Contractor Cyber Security Program.

The Contractor shall establish and maintain a cyber security risk management program that effectively evaluates, mitigates, and monitors cyber security risk of the overall product or service. The Contractor cyber security risk management program shall include the following components, as appropriate to the Contractor's products and services:

- 1.1 Establish and maintain a security controls framework that includes:
 1. methods to stay abreast of new control capabilities and monitor the effectiveness of current controls,
 2. a vulnerability management framework that identifies, prioritizes, documents, tracks, and effectively remediates vulnerabilities in the Contractor's secure product or service life cycle, and
 3. implementation that complies with a current applicable interoperability and security standard from a recognized standards body, such as ISO, NIST, SSAE SOC 2, or IEC.
- 1.2 Establish and maintain appropriate infrastructure security measures to protect the Contractor's technology environments, to include hardware and software development.
- 1.3 Establish and maintain appropriate measures to protect processing and storage of City data.
- 1.4 Establish and maintain a capability to detect, report, and respond to Security Events (defined below) and incidents.
- 1.5 Establish and maintain a third-party risk management program that effectively evaluates, mitigates, and routinely monitors the risk of all third-party engagements across the enterprise, including use and origin of third-party products and services.
- 1.6 Establish and maintain a threat management program that leverages threat analysis and performs threat assessments to proactively identify, prioritize, and respond to current and emerging threats in the environment.
- 1.7 Establish and maintain a program to ensure all end users who have access to company systems and/or information are properly screened, trained in cyber security awareness, periodically reviewed for their eligibility, and continuously monitored to reduce the risk of inadvertent or malicious violations of cyber security policy.
- 1.8 Establish and maintain a physical security program to protect the facility perimeter, interior, and physical property from compromise by using, as appropriate, external and internal access controls, delivery screening areas, video surveillance, perimeter guards, and robust response capabilities.

The Contractor shall participate, as requested by the City, in questionnaires or audits that assess the capability of the Contractor's implemented cyber security program at no additional cost to the City. The Contractor shall provide documentation of the Contractor's implemented cyber security program, including recent assessment results, or conduct periodic on-site security assessments at the contractor's facilities. These on-site security assessments may be conducted by an independent third party, at the discretion of the City.

2. Notification of Remote Access Termination.

The Contractor shall, within 24 hours for all relevant personnel changes that require the City to take a disablement action, provide notification to the City when a Contractor employee's remote or onsite access to City systems or services should no longer be granted. The Contractor must take immediate steps, as appropriate, to prevent personnel from using remote or onsite access. Circumstances for no longer granting access to contractor employees include:

1. Contractor determines that any of the persons permitted access is no longer required,
2. persons permitted access are no longer qualified to maintain access, or
3. Contractor's employment of any of the persons permitted access is terminated for any reason.

If the Contractor utilizes third parties (or subcontractors) to perform services to the City, the Contractor shall obtain the City's prior approval, and require third party's adherence to the same security procedures and access termination requirements as the Contractor.

3. Disclosure of Known Vulnerabilities.

The Contractor shall provide attestation of periodical vulnerability reviews, or summary documentation of publicly disclosed security vulnerabilities in the hardware, software, or services provided to the City at time of delivery. As appropriate, confidentiality agreements may be established to provide access to summary documentation of uncorrected security vulnerabilities in the procured product that have not been publicly disclosed. The summary documentation of vulnerabilities should include a description of each vulnerability and its potential impact, root cause, and recommended compensating security controls, mitigations, and/or procedural workarounds.

The Contractor shall communicate security-related technical issues with a single technical point of contact as specified by the City.

4. Product Security, Authenticity, and Integrity.

The Contractor shall be responsible for ensuring the integrity and authenticity of all Contractor products and software patches provided to City.

The Contractor shall provide documentation of its patch management program and update process for any hardware, software, or services provided to the City (including third-party hardware, software, and firmware). This documentation shall include resources and technical capabilities to sustain this program and process, as well as the Contractor's approach and capability to remediate newly reported zero-day vulnerabilities.

For new procurements, the Contractor shall verify and provide documentation, prior to delivery to the City or within a pre-negotiated period after delivery, that procured products (including third-party hardware, software, firmware, and services) have:

1. appropriate updates and patches installed,
2. removed or disabled all components that are not required or have documented a specific explanation and provided risk mitigating recommendations or technical justification acceptable to the City if removal or disable is not technically feasible,
3. all active accounts (including, but not limited to, generic and/or default) that need to be active for proper operation of the procured product, and
4. removed or disabled any accounts that are not needed prior to delivery of the procured product to the City.

For the duration of the Contract, the Contractor shall provide appropriate software and firmware updates to remediate newly discovered vulnerabilities or weaknesses within 30 days or a timeframe that is agreed upon by both parties. Updates to remediate critical vulnerabilities shall be provided within a shorter period than other updates, not to exceed seven (7) days. If updates cannot be made available by the Contractor within these time periods, the Contractor shall provide mitigations and/or workarounds acceptable to the City in its sole discretion. Upon failing to provide a mitigation, the Contractor shall publish a recommended method of exploit detection.

The Contractor shall provide a method or recommendation acceptable to the City for how the integrity of software and patches can be validated by the City (such as digital signatures, fingerprints or cipher hashes).

The Contractor shall remove all software components that are not required for the operation and/or maintenance of the procured product. If removal is not technically feasible, then the Contractor shall disable software not required for the operation and/or maintenance of the procured product. This removal shall not impede the primary function of the procured product. If software that is not required cannot be removed or disabled, the Contractor shall document a specific explanation and provide risk mitigating recommendations and/or specific technical justification. The Contractor shall provide documentation on what is removed and/or disabled.

The Contractor shall disclose the existence of all known methods for bypassing computer authentication in any procured product, often referred to as backdoors, and provide written documentation that no undocumented authentication bypass methods allowing unauthorized access exist.

5. Coordination of Remote Access Controls.

The Contractor shall coordinate with the City to control contractor-initiated interactive remote access and ensure system-to-system remote access is managed in a manner acceptable to the City. This may include specification of specific IP addresses, ports, and minimum privileges required to perform remote access services. Where technically feasible, Contractors shall use individual user accounts with multi-factor authentication that can be configured to limit access and permissions based on the principle of Least Privilege.

Where the Contractor is provided with remote access to City systems, the Contractor shall:

1. maintain their IT assets (hardware, software and firmware) connecting to the City's network with current updates to remediate security vulnerabilities or weaknesses,
2. document their processes for restricting connections from unauthorized personnel,
3. ensure Contractor personnel do not disclose or share account credentials, passwords, authentication tokens, establish unauthorized connections, and
4. take no action while remotely connected to the City's network that are not explicitly authorized.

For Contractor system-to-system connections that may limit the City's capability to authenticate the personnel connecting from the Contractor's systems, the Contractor will maintain complete and accurate user logs, access credential data, records, and other information applicable to connection access activities for a negotiated time period.

6. Assured Product Logistics

The Contractor represents and warrants that they are able to substantiate product logistics and provenance, ensure authenticity and integrity, and protect against tampering of components during product sourcing, production, and delivery. Upon the City's request, the Contractor shall provide documentation of programs or processes such as:

1. procedural methods of monitoring and enforcing shipping, handling, and delivery practices,
2. an established and verifiable history of component "ownership",
3. record of physical or logical modifications that have taken place at each point along the supply chain,
4. technical methods in protection of physical hardware, software, and firmware, and
5. maintenance commitment including:
 - documentation of the protection of spare parts and instructions on how to request replacement part, and
 - ensuring that for a specified time into the future, spare parts shall be made available by the Contractor.

7. Transition of Ownership.

The City must be notified in advance of any transition of ownership, where such notification does not conflict with legal obligations. In such an event, the Contractor shall provide a contingency plan to ensure the City uninterrupted product service and assured product security and integrity during the ownership transition (e.g., source code, security procedures, and dependent products placed in escrow). Unless and until renegotiated, all contractual obligations persist and apply.

8. Definitions.

Authorized Persons:

1. authorized Contractor employees, and
2. authorized Subcontractors who have a legitimate need to know or otherwise access Data to enable Contractor to perform its obligations under this Contract, and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Contract.

Data: All information provided to Contractor by or at the direction of the City, or to which access was provided to Contractor by or at the direction of the City, in the course of the Contractor's performance under this Contract.

Personal Information: Data provided to Contractor by or at the direction of the City, or to which access was provided to the Contractor by or at the direction of the City, in the course of the Contractor's performance under this Contract that:

1. identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses and other unique identifiers), or
2. can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers).

Security Breach:

1. any act or omission that compromises either the security, confidentiality, or integrity of Data, Confidential or Personal Information or the physical, technical, administrative or organizational safeguards put in place by the Contractor, City, or any Authorized Persons that relate to the protection of the security, confidentiality, or integrity of Data, Confidential or Personal Information, or
2. receipt of a complaint in relation to the privacy practices of the Contractor or a breach or alleged breach of this Contract relating to such privacy practices.

Security Event: Any identified, threatened, attempted or successful breach of Contractor's components, software, or systems that has the potential to adversely impact the City, including but not limited to adverse impacts to:

1. any contractor or other third-party products including hardware, software, and services provided to (or leveraged by) the City,
2. City data stored and/or processed by the City, Contractor, other third parties, and/or a third party on behalf of the Contractor,
3. Contractor's supply chain, or
4. Contractor's security posture, reliability, or reputation.

Subcontractor: Any third-party contractor, manufacturer, service provider, or other entity that is not the named Contractor in this Contract that is or may be subject to the Contractor's performance of this Contract.

9. Security Event Notifications.

Security Event notifications shall include a detailed description of the event, including the products or services at risk, and appropriate precautions available or recommended mitigations to minimize risks to the City. As appropriate to the security event and in a timeframe and manner acceptable to the City, the Contractor shall promptly:

- perform analysis of information available or obtainable,
- provide an action plan for resolution, and
- provide ongoing detailed status reports, Contractor mitigations, and final resolution communications.

10. Data Use.

Contractor acknowledges and agrees that, in the course of its engagement by the City, Contractor may receive or have access to Data and Personal Information. Contractor shall comply with the terms and conditions set forth in this Contract in its collection, receipt, transmission, storage, disposal, use and disclosure of such Data and Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under its control or in its possession by all Authorized Employees. Contractor shall be responsible for, and remain liable to, City for the actions and omissions of all Authorized Persons, employees, subcontractors, and any other parties under Contractor's control or direction concerning the safeguarding and treatment of Personal Information. Contractor may use the Data strictly as necessary to carry out its obligations under this Contract, and for no other purpose.

City Data and Personal Information is deemed to be confidential information of the City and is not confidential information of the Contractor. In the event of a conflict or inconsistency between this section and any other section or exhibit related to confidentiality and compliance with laws, the terms and conditions set forth in this section shall govern and control. All Data will remain the exclusive property of the City, and Contractor will have no rights, by license or otherwise, to use the Data except as expressly provided herein. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise conveyed by this agreement with respect to the Data or any other information.

In recognition of the foregoing, Contractor agrees and covenants that it shall: (i) keep and maintain all Data and Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) use and disclose Data solely and exclusively for the purposes for which the Data, or access to it, is provided pursuant to the terms and conditions of this Contract, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Data or Personal Information for Contractor's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent; and (iii) not, directly or indirectly, disclose Data or Personal Information to any person other than Authorized Persons, including any, subcontractors, agents, service providers, or contractors (an "Unauthorized Third Party") without express written consent from the City, unless and to the extent required by government authorities, or to the extent expressly required, by applicable law. In which case, Contractor shall (i) notify the City before such disclosure or as soon thereafter as reasonably possible; (ii) be responsible for and remain liable to City for the actions and omissions of such Unauthorized Third Party concerning the treatment of such Personal Information as if they were Contractor's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of this Contract relating to the treatment of City's Data and Personal Information.

Contractor warrants and represents that it shall store and process City data and content only in the continental United States.

11. Data Security.

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Data and Personal Information does and will comply with all applicable federal, state, and local privacy and data protection laws, as well as any other applicable regulations and directives.

Without limiting Contractor's obligations in this Contract, Contractor shall implement administrative, physical, and technical safeguards to protect Data that are no less rigorous than accepted industry practices, including the current International Organization for Standardization's standards: ISO/IEC 27001 - Information Security Management Systems - Requirements and ISO-IEC 27002 - Code of Practice for International Security Management, the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards, and/or other applicable industry standards for information security. To the extent that encryption is used in the performance of this Contract, expected acceptable encryption standards include National Institute of Standards and Technology's (NIST) Federal Information Processing Standards (FIPS) 140-2 (Security Requirements for Cryptographic Modules) and FIPS-197. Contractor shall ensure that all such safeguards, including the manner in which Data and Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Contract.

At a minimum, Contractor's safeguards for the protection of Data and Personal Information shall include: (i) limiting access of Data and Personal Information to Authorized Persons; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security (including vulnerability management); (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting Data and Personal Information stored on any mobile media; (vii) encrypting sensitive Data and Personal Information transmitted over public or wireless networks; (viii) strictly segregating the City's Data from information of Contractor or its other customers so that the City's Data is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Contractor personnel.

During the term of each Authorized Person's employment or other relationship with Contractor, Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Contract. Contractor further agrees that it maintains a disciplinary process to address any unauthorized access, use, or disclosure of Data by any of Contractor's officers, partners, principals, employees, Agents, or Contractors. Upon City's written request, Contractor shall promptly identify and provide in writing all Authorized Persons.

Upon City's written request, Contractor shall provide City with a network diagram that outlines Contractor's information technology network infrastructure and all equipment used in relation to fulfilling of its obligations under this Contract, including, without limitation: (i) connectivity to City and all third parties who may access Contractor's network to the extent the network contains City's Data and Personal Information; (ii) all network connections including remote access services and wireless connectivity; (iii) all access control devices (e.g., firewall, packet filters, intrusion detection systems, and access-list routers); (iv) all back-up or redundant servers; and (v) permitted access through each network connection.

12. Security Breach.

Contractor shall: (i) provide the City with the name and contact information for an employee of Contractor who shall serve as the City's primary security contact and shall be available to assist, facilitate, and provide resources for the City twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; (ii) notify the City of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Contractor becomes aware of a suspected or actual Security Breach; and (iii) notify the City of any Security Breaches by telephone at the following number: (206) 684-4357; e-mailing the City with a read receipt at security@seattle.gov and with a copy by e-mail to Contractor's primary business contact within the City.

Immediately following Contractor's notification to the City of a suspected or actual Security Breach, the parties shall coordinate with each other to contain, mitigate, investigate, and respond to the Security Breach. Contractor agrees to fully cooperate with the City in the City's handling of the matter, including, without limitation: (i) assisting with any investigation; (ii) providing the City with physical access to the facilities and operations affected; (iii) providing resources and facilitating interviews with Contractor's personnel and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, hard drives, and other media and materials required to comply with applicable law, regulation, industry standards, or as otherwise required by the City.

Contractor shall take reasonable steps to/use best efforts to immediately remedy any Security Breach and prevent any further Security Breach at Contractor's expense in accordance with applicable privacy rights, laws, regulations and standards. Contractor shall reimburse the City for actual costs incurred by the City in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.

Contractor agrees that it shall not inform any third party of any Security Breach without first obtaining the City's prior written consent, other than to inform a complainant that the matter has been forwarded to the City's legal counsel. Further, Contractor agrees that the City shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others as required by law or regulation, or otherwise in the City's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

13. Service Evaluation.

During the term of the Contract, Customer or mutually agreed upon entity may conduct an audit or assessments to determine whether the Contractor is fulfilling the terms of this Contract. The Contractor will agree to share with the City a written report of the audit or assessment results.

14. Service Provided by a Subcontractor.

Prior to the use of any subcontractor under this Contract, Contractor shall notify the City of the subcontractor(s) that are intended to be involved in providing any of the Contract systems and/or services to the City, and Contractor must obtain the City's written consent in advance.

In the event that Contractor terminates its agreement with a City-approved subcontractor, Contractor shall first allow the City the option to assume any applicable rights and obligations of Contractor under the agreement and to transfer the agreement to the City, provided there shall be no changes in the services requirement. Contractor shall provide the City with advance written notice of its intent to terminate the agreement and at least thirty (30) days to respond and indicate whether the City wishes to assume the rights and obligations under the agreement.

25-002-A Recycling Processing Services - Exhibit 8

Table 1 Minimum Required Recyclables, Additional Recyclables, Minimum Commodities*

Material Category	Minimum Required Recyclables	Additional Recyclables	Minimum Commodities
Paper	<ul style="list-style-type: none"> · Newspaper · Plain OCC or Kraft Paper · Grocery or Shopping Bags · Paper Packaging · Paper Products · Aseptic Containers · Gable Top Containers 	<ul style="list-style-type: none"> · Other Polycoated Containers · Non-Compostable Single-Use Food Service Paper Packaging (not soiled) 	<ul style="list-style-type: none"> · Mixed Paper (with Aseptic & Gable Top Containers included, unless marketed separately) · OCC
Plastic	<ul style="list-style-type: none"> · PET Bottles and Jars · HDPE Natural Bottles and Jars · HDPE Colored Bottles and Jars · PP Bottles and Jars · PET Non-Bottle Packaging · HDPE Non-Bottle Packaging · PP Non-Bottle Packaging 	<ul style="list-style-type: none"> · Other Plastic Bottles and Jars · Other Non-Bottle Plastic Packaging · Non-Compostable Food Service Plastic Packaging · Small Durable Plastic Products 	<ul style="list-style-type: none"> · PET Bottles (with Thermoforms) · HDPE Natural · HDPE Colored · PP Small Rigid · Mixed Bulky Rigid
Glass	<ul style="list-style-type: none"> · Glass Bottles and Containers · Mixed Cullet (>1/4" glass pieces) 	<ul style="list-style-type: none"> · Mixed Cullet (<1/4" glass pieces) 	<ul style="list-style-type: none"> · 3 Mix Glass
Metal	<ul style="list-style-type: none"> · Aluminum Cans · Aluminum Foil or Containers · Empty Ferrous and non-Ferrous Aerosol Cans · Steel Food Cans · Other Ferrous Metal 		<ul style="list-style-type: none"> · Aluminum Cans · Steel Cans · Other Ferrous

*See Seattle 2025 Residential Garbage and Recycling Composition Study for definitions of material categories listed as Minimum Required Recyclables and Additional Recyclables.

25-002-A Recycling Processing Services - Exhibit 8

Table 2 Commodities Composition Percentages

Commodities Produced	% Composition	Notes -- 2025 Recycling Composition Study categories included
Mixed Paper	24.0%	<i>Incl. all Recyclable Paper categories except Plain OCC or Kraft Paper</i>
OCC	37.4%	<i>Incl. Plain OCC or Kraft Paper</i>
PET Bottles (with Thermoforms)	3.5%	<i>Incl. #1 PET Bottles & Jars, #1 PET Non-Bottle Plastic Packaging, #1 PET Large Plastic Packaging</i>
HDPE Natural	0.5%	<i>Incl. #2 HDPE Natural Bottles & Jars</i>
HDPE Colored	1.1%	<i>Incl. #2 HDPE Pigmented Bottles & Jars, #2 HDPE Non-Bottle Plastic Packaging, Other Plastic Bottles & Jars, Other Plastic Non-Bottle Packaging, 50% of #2, #4, & #5 Small Durable Products</i>
PP Small Rigid	1.2%	<i>Incl. #5 PP Bottles & Jars, #5 PP Non-Bottle Packaging, Single-Use Food Service Packaging, 50% of #2, #4, & #5 Small Durable Products</i>
Mixed Bulky Rigid	0.3%	<i>Incl. #2 HDPE Large Plastic Packaging, #5 PP Large Plastic Packaging, #2, #4, & #5 Large Durable Products</i>
3 Mix Glass	13.5%	<i>Incl. all Glass Bottles & Jars, Glass Fines</i>
Aluminum Cans	2.4%	<i>Incl. Aluminum Cans, Aluminum Foil or Containers, Non-Ferrous Aerosol Cans</i>
Steel Cans	1.2%	<i>Incl. Steel Cans, Ferrous Aerosol Cans</i>
Scrap Metal (Ferrous)	1.3%	<i>Incl. Other Ferrous Metal</i>
Contaminants	13.5%	<i>Incl. all categories not classified as "Curbside Recyclable"</i>
TOTAL	100%	

25-002-A Recycling Processing Services - Exhibit 8

Table 3. Reference Prices for Calculation of Average Market Value of City's Recycling

Commodities Produced	Published Index	Region	Index Grade/ Description	Ref. Price
Mixed Paper	Pulp and Paper Weekly (PPW) – FastMarkets	PNW	Mixed Paper (54), domestic, FOB Northwest	Regional Avg., 1st of Month
Sorted Residential Papers	Pulp and Paper Weekly (PPW) – FastMarkets	PNW	Sorted Residential Papers (56), domestic, FOB, US PNW	Regional Avg., 1st of Month
OCC	Pulp and Paper Weekly (PPW) – FastMarkets	PNW	Old Corrugated Containers (11), domestic, FOB, US PNW	Regional Avg., 1st of Month
PET Bottles (with Thermoforms)	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	PET (Baled, picked up)	Regional Avg., 1st of Month
HDPE Natural	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	Natural HDPE (Baled, picked up)	Regional Avg., 1st of Month
HDPE Colored	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	Colored HDPE (Baled, picked up)	Regional Avg., 1st of Month
PP Small Rigid	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	PP Post Consumer (Baled, picked up)	Regional Avg., 1st of Month
Mixed Bulky Rigid	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	Mixed Bulky Rigid – OR – HDPE Rigid (Baled, picked up)	Regional Avg., 1st of Month
3 Mix Glass	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	3 Mix (Delivered)	Regional Avg., 1st of Month
Aluminum Cans	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	Aluminum Cans (Sorted, Baled, picked up)	Regional Avg., 1st of Month
Steel Cans	Secondary Materials Pricing (SMP) – RecyclingMarkets	PNW	Steel Cans (Sorted, Baled, picked up)	Regional Avg., 1st of Month
Scrap Metal (Ferrous)	N/A			Actual Price, Avg. of Month

25-002-A Recycling Processing Services - Exhibit 8

Table 4. Example Monthly Average Market Value of the City's Recycling*

Commodities Produced	Inbound % of City's Recycling	Assumed % Captured	Outbound % of City's Recycling	Ref. Price (\$/ton)	Average Market Value
Mixed Paper	24.0%	90.0%	21.6%	\$ 12.50	\$ 2.70
OCC	37.4%	90.0%	33.6%	\$ 32.50	\$ 10.93
PET Bottles (with Thermoforms)	3.5%	90.0%	3.1%	\$ 40	\$ 1.24
HDPE Natural	0.5%	90.0%	0.5%	\$ 700	\$ 3.17
HDPE Colored	1.1%	90.0%	1.0%	\$ 50	\$ 0.51
PP Small Rigid	1.2%	90.0%	1.1%	\$ 30	\$ 0.33
Mixed Bulky Rigid	0.3%	90.0%	0.2%	\$ (30)	\$ (0.07)
3 Mix Glass	13.5%	90.0%	12.2%	\$ (35)	\$ (4.26)
Aluminum Cans	2.4%	90.0%	2.1%	\$ 1,050	\$ 22.52
Steel Cans	1.2%	90.0%	1.1%	\$ 155	\$ 1.73
Scrap Metal (Ferrous)	1.3%	90.0%	1.1%	\$ 120	\$ 1.38
Contaminants	13.5%	n/a	13.5%	-	n/a
Process Residual <i>Assumes 10% of each Recyclable Materials category is lost as Process</i>			8.8%	<i>Proposer to pay</i>	<i>n/a</i>
TOTAL	100%				\$ 40.18

**Calculated using Commodities Composition Percentages from Table 2 and reference prices from designated published indices of Commodities from Table 3, November 2025*

Vendor's Name: Waste Management of Washington, Inc.

City Non Disclosure Request

If you believe any statements or items you submit to the City as part of this bid/response are exempt from disclosure under the Washington Public Records Act, RCW Chapter 42.56, you must identify and list them below **and provide the City with a copy of your bid/response with those portions redacted**. Should the City receive a public records request for your bid/response, the City will first release the redacted version of the proposal to the requester.

Requesters may accept the redacted proposal or decide to challenge all or some of the exemptions applied by the vendor. If the requestor challenges the exemptions, the City provides you with notice and up to ten days to seek an injunction to prevent the release of the challenged portion of the record. This notice is a courtesy and not a legal obligation. Only records properly listed on this form and redacted will be protected and withheld for notice. All other records will be considered fully disclosable upon request.

The City will **not** withhold information or provide notice simply because your document is marked with a document header or footer, page stamp, or a generic statement that a document is non-disclosable, exempt, confidential, proprietary, or protected. You must very clearly and specifically identify each statement or item and the corresponding RCW exemption that applies. You may not identify the entire page, unless the entire page is within the exemption scope.

I do not request any information be withheld.

I request the following specific information be withheld. I understand that all other information will be considered public information. For each statement or item you intend to withhold, you must fill out every box below. You should not require an entire page withheld; only request the specific portion subject to the exemption.

Document Page: Specify the page number on which the material is located within your submittal package	Statement: Repeat the text you request to be held as confidential or attach a redacted version.	RCW Exemption: Specify the RCW exemption including the subheading

For this request to be valid, you must specify the RCW provision or other State or Federal law that designates the documents as exempt from disclosure. Please refer to [Chapter 42.56 of the Revised Code of Washington](#) for the exemptions.