

REQUEST FOR PROPOSAL  
FOR RESIDENTIAL REFUSE AND  
RECYCLABLES COLLECTION

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**SUMMIT COUNTY, UTAH**

Summit County Courthouse  
60 N. Main St., P.O.Box 128  
Coalville, Utah 84017  
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## **1. SUMMIT COUNTY WASTE MANAGEMENT GOALS**

Summit County's goals with respect to solid waste management are to (a) increase diversion from the Three Mile Canyon Municipal Solid Waste landfill in order to extend the life of the existing landfill cell and (b) improve efficiencies and lower costs of solid waste collection and disposal (recycling or land-filling).

Summit County aims to achieve these with the following objectives that are incorporated into the 2012 Residential Refuse and Recycling RFP:

1. Collect and manage residential refuse and recyclables in an efficient, cost effective and environmentally sensitive manner.
2. Expand curbside recycling to densely populated areas and drop-site recycling centers for greater participation.
3. Expand and increase public recycling and waste reduction education program.
4. Implement comprehensive data reporting and evaluation on a monthly basis with increased accountability from the refuse and recycling hauler.

## **2. BACKGROUND INFORMATION**

This part of the Request For Proposal (RFP) provides background information regarding Summit County's existing residential solid waste collection, disposal system and recycling services.

This RFP is divided into the following parts:

- Summit County waste management goals
- Background information about the existing solid waste services
- Instructions to Bidders to provide directions for submitting a responsive Proposal, and includes the procedures the County will follow in selecting the Contractor
- Scope of services
- Proposal Forms must be completed and questions must be answered in order to consider a Proposal responsive
- A Draft Contract for the service which will be entered into by the County and the Contractor/s, with minor revisions but subject to the final approval and revisions of the County Council. The Draft Contract also includes definitions of the terms used in this proposal and in the Draft Contract.

### **2.1 Introduction**

Summit County is issuing a RFP for residential refuse and recyclables collection and marketing of recyclable materials from qualified firms. Appendix A contains a map showing the political boundaries of the County which is the area to be served by the RFP. The refuse and recyclable services include: single family residential, multi-family, as defined in ARTICLE 1 of the attached draft contract (Definition 9 and 10), and the marketing of collected recyclables. The initial contract term will be for five (5) years, from July 1, 2012 to June 2017, with the option to extend for one (1) additional term with modification, not to exceed five (5) years.

The County is seeking a firm who will continue the existing solid waste collection services with some changes as described in Section 3.1 of the RFP.

## 2.2 Existing Solid Waste and Recycling System

**Solid Waste Collection and Disposal:** The 2010 United States Census data showed the Summit County population to be approximately 36,324 with a growth rate of approximately 2.2 percent over the last 10 years.

Summit County residential dwelling (single family and multifamily) refuse collection is mandatory with the current refuse collection system being operated by Allied Waste. Multifamily residences are currently defined as all residential housing structures with two or more attached units. Where practical some of the multifamily units have curbside collection with 65-gallon container or 18-gallon tote, otherwise equivalent frontload bulk container service capacity is provided.

In 2010 the County spent approximately an average of \$190,000.00 per month for residential refuse collection with approximately 14,161 residential customers having 96-gallon containers. In areas where individual containers are not utilized, residential dwellings were serviced with frontload bulk containers. The 2010 Allied Waste collection reports showed that Summit County residential customers generated 21,726 tons of refuse annually.

Current Summit County residential refuse collection rates are as follows:

1. Residential single family 96 gallon container curbside refuse collection once a week pickup is \$9.89/month including disposal. Weekly single family residential curbside collection and disposal service for a 96-gallon container is \$9.89 / month.
2. Frontload collection and disposal service is \$3.89/ cubic yard per pickup.
3. Attached is a chart with additional information.

**Landfill:** The County owns and operates a permitted Class I municipal solid waste landfill (Three Mile Landfill). Currently the refuse collection contractor is required to take the waste to the County owned landfill. For waste tracking purposes, the current system requires the hauler to pay landfill tipping fees with the County reimbursing the tipping fee later. Current landfill is located in Three Mile Canyon and the tipping fee is \$23.00 per ton. Effective July 1, 2012 the Three Mile landfill tipping fee will be \$25.00 per ton.

The County currently funds the solid waste collection and disposal from its general fund. County services operated in this manner means the County does not invoice regular residential solid waste collection and disposal services to its residents but relies on annual taxes for funding.

**Recycling Program:** Summit County has a voluntary curbside pilot recycling collection program operated by two independent haulers: Allied Waste and County Curbside. At the end of 2010 Allied Waste had Approximately 3,100 customers and County Curbside had 2,500 customers. Some County residents also have their own (customer funded) recycling program. In 2010 the County spent approximately \$548,129 in the two recycling programs. The Allied waste recycling program is single stream comingled system where all recyclables are placed into one container and collected at the curbside and taken to a sorting facility. County Curbside recycling program is a single stream system with the hauler sorting individual recyclables into separate containers a time of pick-up. Both programs have weekly pickup with the County receiving no revenue from the sales of the recyclables. Current recyclables collection rates are as follows:

1. Allied Waste is \$5.45/month for a 65-gallon container (single stream).
2. The County Curbside has two rates for an 18 gallon tote container (single stream);
  - a. Rate one : \$7.33 per month for some customers and,
  - b. Rate two: \$8.66 per month for some customers.

The County also has five recycling drop sites that are serviced by the current Residential Waste/Recycling Contract with Allied Waste:

- Summit Park: 1-30 yd roll-off, co-mingled
- Newpark: multiple 6 or 8 yard dumpsters for mixed paper
- Tollgate Canyon: 1-15 yard roll-off
- Promontory: 1-30 yard roll-off
- Weber Canyon: 1-20 yard roll-off

Bidders are encouraged to perform their own investigation to determine if the information presented in this RFP is accurate before providing a proposal to Summit County.

## 2.3 Household Hazardous Waste

The County currently has a household hazardous waste (HHW) program in operation at the Three Mile Landfill and it is funded by the County. Recycle Utah, a local non-profit, also manages a HHW collection in the Park City area and is subsidized in part by Summit County. A flier for the public has been created that explains the options for HHW disposal in Summit County.

## 2.4 Public education Program

The County currently has a public education program funded by the collection contractor (Allied Waste). The funds are transferred to Recycle Utah to perform recycling and waste reduction education in schools and throughout the community.



### **3. INSTRUCTION TO BIDDERS**

A proposal is considered complete only if it contains all parts requested in this RFP in the manner prescribed except an alternative proposal presented by the proposer. The County may reject a proposal or bid if it finds it incomplete. The RFP and associated Contract are to be considered the Proposal Documents.

Potential bidders are instructed to obtain copies of the Proposal Documents by Contacting the County Solid Waste Office:

Cliff Blonquist,  
County Solid Waste Administrator  
Summit County Courthouse,  
60 N. Main St., P.O. Box 128,  
Coalville, Utah 84017  
[cblonquist@summitcounty.org](mailto:cblonquist@summitcounty.org)  
435-336-3120

The County requires the bidders to do the following:

1. Bidders are required to acknowledge the receipt of the Proposal Documents and submit a letter of intent to submit a proposal no later than ten (10) days after the release date of this proposal.
2. Examine all sections of the Proposal Documents. The County also encourages the bidders to become familiar with local conditions that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Contract.
3. Bidders are encouraged to consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; minority- and women-owned business enterprise requirements; protection of public and employee safety and health; environmental protection; protection of natural resources; fire protection; emergency

preparedness; solid waste handling facility standards and permits; and other permits, taxes and fees.

4. Submit any questions concerning the Proposal Documents in writing to the County so that the County has time to answer the questions in time and issue an RFP addendum.
5. Notify the County in writing of any conflicts, errors, omissions or discrepancies in the Proposal Documents.
6. The proposal forms must have all required signatures. The bidder must sign their proposal in ink and all names must be typed or printed below the signature, along with evidence that the bidder is a duly organized and validly existing firm, licensed to do business in the Summit County. If not licensed, a sworn statement must be attached that the bidder will take all necessary actions to become licensed if selected as the successful bidder. The legal name of the person, firm or corporation submitting the proposal must be typed or printed at the bottom of each page of the proposal forms. Proposals from corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. If the signature is by an agent other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the County prior to the opening of proposals or must be submitted with the proposal; otherwise, the proposal may be deemed non-responsive.
7. Before submitting a proposal, each bidder shall, at the bidder's own expense, make or obtain any additional examinations, investigation, research and studies, and obtain any additional information and data that may affect costs, implementation, service progress, performance or furnishing of the services or equipment required under the contract, and that the bidder deems necessary to provide the service.
8. Bidders are expected to be knowledgeable about the service area, to understand the County's terrain, streets and alleys, the municipal solid waste landfill location (Three Mile Landfill), and to be knowledgeable concerning the locations for cans, and containers and other receptacles used for garbage, and recycling collection.

9. Bidders are expected to confirm and provide assurances to the County that their equipment and personnel can perform, and provide the service called for under the Contract.
10. Additionally, bidders are expected to be knowledgeable about customer service, service standards, complaint resolution programs, quality management and other matters necessary to ensure high quality customer service throughout the term of the contract.
11. The bidders are encouraged to read and understand the terms of the attached contract and to be prepared to sign without substantial change.

### 3.1 Changes

Summit County is considering implementing the following changes to the solid waste collection and recycling program in an effort to make the system more efficient and cost effective.

1. The County's plan is not to reimburse landfill tipping fees to the contractor, as is currently being done. Bidders are instructed through this RFP to include in their bid the cost of paying landfill tipping fee (\$25 per ton). The successful bidder is required to take the collected waste to the County owned municipal solid waste landfill (Three Mile Landfill) which is located in Summit County near Rockport Reservoir in Wanship.
2. The County's plan is not to ask the contractor to fund the public education program for waste reduction and recycling. The County wishes to receive a separate public education program for waste reduction and recycling cost proposal and fund this program separately.
3. The current recycling program is a pilot program and the County is considering expanding the recycling program if the County is capable of funding it. To make this possible, the County is considering the following changes to the existing program:
  - a. Change the standard residential garbage container from 96-gallon to 65-gallon
  - b. Allow 96-gallon garbage containers and second containers only if the home owner is willing to pay the difference in fee from 65-gallon container to 96-gallon container and/or the second container
  - c. Potential to change the recycling collection frequency from once a week to once every two weeks (bi-weekly)
  - d. Provide 96-gallon container for recycling services

- e. Revise the curbside recycling location service areas to include densely populated areas and remove rural areas. The densely populated area may include Henefer, Coalville, Oakley, Kamas, Francis, Park City, and Snyderville Basin. The County reserves the right to revise and modify the service area and this list.
  - f. Create additional recycling drop-off areas to service multi-family complexes and rural areas that do not have curbside recycling.
4. The contractor will be responsible to market and sell the collected recyclables in the open market. If local market (in Summit County) is not available, the contractor will be required to market this material out of the County.

### 3.2 Security

Each proposal must be accompanied by a proposal security made payable to Summit County in the amount of \$10,000.00 for refuse collection and or \$10,000.00 for recycling collection in the form of an irrevocable standby letter of credit, cashier's check, or a proposal bond satisfactory to the County. The proposal security from the successful bidder will be retained by the County until that bidder has executed the Contract and the required letter of credit and proof of insurance acceptable to the County is furnished, whereupon the proposal security will be returned. If the selected bidder fails to execute and deliver the contract, as negotiated, and fails to deliver the bonds and other required documents within two week after the contract is finalized and ready for execution, the County may withdraw the Notice of Finalist, and the proposal security of that bidder shall be forfeited. By submitting a proposal the bidder agrees that the security deposit will be retained as liquidated damages by the County and that the security sum is a fair estimate of the amount of damages that the County will sustain in the event that the selected bidder fails to execute the contract or furnish the required letter of credit and proof of insurance acceptable to the County.

### 3.3 Reference

Bidders are required to submit at least three (3) references in Utah, who are past or present customers of the bidder. As part of the RFP evaluation process, the County may contact officials of all of the references provided. By submitting a proposal the bidder gives permission the County to contact at its own discretion other customers of the bidder. The County officials may also visit the bidder's facilities, view proposed vehicles for collection, review the bidder's route,

operations, management, financial and customer services personnel during the performance of their regular duties.

### 3.4 RFP Schedule

Below are the proposed dates and times for some key activities of the RFP (Note: the County may modify this schedule as needed):

- |  |                |
|--|----------------|
| A. Issue RFP for collection services   | _____          |
| B. Deadline for submitting letter of acknowledgement of proposal receipt and intent to submit proposal | _____          |
| C. Deadline to submit written questions  | _____          |
| D. Answers to written questions  | _____          |
| E. Proposals Due   | _____          |
| F. Preliminary discussion/clarification with select bidders  | _____          |
| G. Presentation/Workshops with County Council  | _____          |
| H. Contract Award  | Late April/May |
| I. Collection Service start  | July 1, 2012   |

### 3.5 Submission

Proposals must be submitted no later than the time and at the place indicated in the Advertisement for Proposals, and must be enclosed in a sealed package, marked with all the labels shown in section 3.11 including the name and address of the bidder. Proposals must be accompanied by the proposal security and all other required documents.

### 3.6 Modification and Withdrawal

Prior to the time and date the proposals are due, any proposal submitted may be modified or withdrawn by notice to the person receiving proposals at the place designated for receipt of proposals. Such notice must be in writing or by facsimile to the County contact shown in the RFP and shall include the signature of the agent authorized to sign and must be received before the date and time set for receipt of proposals. Any fee changes associated with the notice to modify the proposal must be submitted in closed envelope and must not be disclosed. The bidder may also withdraw their proposal and the proposal security within 48 hours after the proposal is received.

### 3.7 Proposal Evaluation

The proposals will be evaluated based on the service provider's ability to provide the required services in a cost effective professional manner. For a proposal to be deemed responsive, it must include details of all required information and any other information which will help the County to make well-informed decisions. The content of the proposal should specifically relate to the RFP. Failure to submit the required information may result in the elimination of the proposal for further evaluation. Proposals will be evaluated on the basis of the following criteria:

1. Proposer's ability to meet the County's service needs
2. Cost effectiveness and value
3. Conformance to the terms of the RFP and the Contract
4. References, type of vehicle fuel, and background

During the RFP process, bidder may be required to attend interviews, give presentations as requested and allow time for site visits. The top two ranking proposals will be selected for final consideration.

The proposal will be evaluated by an evaluation committee based on the criteria set above. Nonresponsive proposals will be eliminated after the first review. The evaluation committee will conduct the following tasks:

- Review all proposals received for compliance with RFP documents
- Prepare a comparative summary of proposals
- Prepare a preliminary ranking of proposals using a quantitative method based on the criteria presented in this RFP and other criteria as directed by the committee
- Analyze financial capabilities of bidders
- Evaluate reasonableness and competitiveness of cost proposals
- Conduct reference checks
- Request clarification information from bidders
- Attend and participate in bidder interviews and site visits
- Prepare a final ranking of proposals
- Provide further assistance to the County Manager as requested
- Prepare a recommendation for the County Council's consideration.

In addition to the criteria set above the County will consider factors such as:

- Contractor's ability to meet County's needs
- Contractor's customer service record
- Contractor's collection quality
- Contractor's key personnel
- Contractor's billing system
- Contractor's ability to deliver high-quality, cost-effective services to customers
- Minimizing fiscal impacts on taxpayers
- Emphasizing innovative, responsive management
- Contractor's ability to ensure consistent, reliable quality service
- Contractor's ability to conserve and protect natural resources/assets
- Minimizing impacts on air, water, and natural resources
- Other community benefits
- Contractor's ability to add services
- Contractor's equipment quality
- Contractor's ability to use alternative fuel such as natural gas and biodiesel

The County reserves the right to reject any and all proposals, to waive any and all formalities, and to disregard all proposals for any reason. The County may also ask the bidders to make presentations to County officials, ask for additional information, and/or change parts of the draft contract. The County also reserves the right to negotiate contract changes with the Finalist and/or to award the Contract to any bidder, or terminate the RFP process and negotiate a contract independently of this process with any entity, at the County's sole discretion.

The evaluation committee may ask one or more bidders to present to the committee. The County's evaluation committee will then recommend the top two finalists to the County Manager. The County Manager will then evaluate the final bidder's qualification and, with the help of the evaluation committee, forward a recommendation to the County Council. The County Manager with approval of the County Council will finalize a contract with the selected bidder or second ranked bidder if contract finalization with the first ranked bidder is not successfully concluded in a timely manner.

### 3.8 Public Record Disclosure

All submissions are the property of the County and become public records, subject to disclosure under Utah Law after the County selects a successful bidder. On or near the proposal due date, the County will make public a list of bidders. Nonresponsive proposals may, at the sole discretion of the County, be rejected.

### 3.9 Proposal Preparation Cost

The County will not reimburse any proposer for any costs involved in the preparation and submission of proposals or any expenses incurred in connection with the execution of the contract.

### 3.10 Proposal Questions

The County will only respond to written questions submitted before \_\_\_\_\_

### 3.11 Proposal Package

The bidder shall submit one (1) bound, fully executed original, six (6) bound copies, and one (1) un-bound copy of the complete proposal, for a total of eight (8) documents. In addition, a computer flash drive or CD containing an electronic copy of all completed attachment forms, in Microsoft Word and a PDF formatted for a PC, shall be submitted in a sealed package. Proposals must be printed double-sided on 8½” x 11” paper. All pages of each attachment shall be consecutively numbered. The package shall be clearly labeled:

"PROPOSAL ENCLOSED – SUMMIT COUNTY RESIDENTIAL  
REFUSE AND RECYCLABLES COLLECTION AND MARKETING  
OF RECYCLABLES”

FROM:

Name of Bidder:

Address:

Contact Person:

Telephone Number:



Fax Number:

E-mail:

All proposals must be received by 2:00 p.m. on \_\_\_\_\_. Proposals received after this time and date may be rejected. Postmarks will not be accepted as proof of receipt.

If the County finds necessary, the bidder may be asked to clarify information through written communications, interviews, or during site visits by County staff of each bidder's offices, customer service center, corporation yard and maintenance facilities, and disposal, transfer, and processing facilities.

### 3.12 Contractor Personnel

The proposal must also contain key personnel resumes and qualifications.

### 3.13 Alternative Proposal/Bid

The County encourages you to provide your own creative alternative proposal/bid if you find it useful. Such proposal should be comprehensive and designed to cover all areas of solid waste and recycling collection and recyclables marketing specified in this RFP. The County reserves the right to review or reject such proposal.

### 3.14 Collection Implementation Plan

Bidder shall provide a detailed implementation plan describing the bidder's approach to facilitating a smooth transition for all the collection services. The plan must clearly describe the company's ability to implement the services in accordance with this RFP. This description should include, but not be limited a timeline showing the duration and completion date of major milestone events, collection schedule, and bin disbursement and labeling, to implement a successful refuse collection and marketing program. Summit County requires that residential solid waste and recycling to be collected only between 7:00 a.m. and 3:00 p.m., Monday through Friday.

### 3.15 Coordination, Street Maintenance, and Public Works Activities

The successful bidder will be required to coordinate their route schedules with the Cities in Summit County and the County Public Works Department during major special events, street

sweeping, utility and or road maintenance and snow plowing. The successful bidder must provide all routes and route schedules to the County and the Cities to resolve conflicts with street activities. Special services may be required, i.e. additional pick-ups and alternate routes to accommodate for major special events.

### **3.16 Vehicle Impact**

The bidder must describe what types of vehicles they will use and what type of fuel they will use. Such vehicles must be registered with the State of Utah Department of Motor Vehicles and shall have watertight bodies designed to prevent leakage, spillage, or overflow. Bidder's collection vehicles shall comply with all State of Utah Rules and requirements for refuse removal vehicles, as well as other federal, state, and local laws and regulations that may be enacted during the term of this contract. Bidder must provide collection vehicles that can provide collection service to all areas of County with sufficient number of vehicles in reserve for use in the event of primary equipment failure.

### **3.17 Emergency Preparedness Plan**

If the bidder is prohibited from performing its duties under this program by circumstances within or beyond its control, whether or not foreseeable, including, without limitations, acts of terrorism, reasonable acts of God, natural disasters, civil disturbances, strikes, lockouts, or labor disputes, the bidder will be expected to continue to collect solid waste and recyclable material as required under this proposal. A detailed plan shall be included as part of the submittal to this proposal.

### **3.18 Spill Cleanup**

The selected bidder will be required to submit a plan showing how they will handle spills from the collection truck. These spills may include but are not limited to solid waste spills during collection process, waste transfer to the landfill, and hydraulic fluid from the truck in the event of hydraulic system rupture.

### **3.19 Solid Waste Data Reporting**

The successful bidder will be required to provide refuse and disposal data and recycling collection and marketing data in a monthly basis. This data must include, but is not limited to the

following: tonnage and volume of solid waste and recyclables, frequency of pickup, number of new customer accounts with assigned bin ID number and bin size, closed customer accounts with assigned bin ID number and bin size, income from the sale of recyclable material, vendor where recyclable material is sold to. The County may request any other relevant data the County may find necessary in its solid waste management program business, including but not limited to the volume of waste and recycling disposed of in front load containers in remote areas and or multi-family complexes.

## **4. SCOPE OF SERVICES**

The County is requesting proposals from qualified solid waste collection service providers to collect solid waste and recyclables within the Summit County political boundary. These services include: garbage and recycling collection for single family dwellings and multi-family dwellings as defined in ARTICLE 1 (Definition 9 and 10) of the attached draft contract. The successful bidder is required to dispose of all garbage collected from Summit County at the Summit County Landfill (Three Mile Landfill). The successful bidder is also required to market the collected recyclables.. The bidder shall be responsible for providing equipment, labor, supervision and supplies necessary to perform the contracted services. The County will provide all containers which include: residential refuse collection containers (32-gallon, 65-gallon and / or 96-gallon), recycling residential containers (96-gallon or 32-gallon), frontload containers for multi-family services both for refuse collection and for recycling, and drop site recycling containers (front load and or roll-off). In unique circumstances in densely populated areas, a 32-gallon container may be offered. The bidder shall service, maintain and deliver all County own containers as appropriate. The County reserves the right to negotiate with the successful bidder to provide containers if it finds it necessary.

The County will pay the fee specified in the contract and the bidder shall be responsible for all customer services related to waste or recyclable material collections and disposal. Customer service shall include all necessary information required to provide an effective solid waste and/ or recycling collection service. In general, customer service shall include delivering new containers, servicing containers, customer education, container labeling, changing container size and frequency of service or service level, billing, and handling all calls relating services, changes to service, and missed service.

As described in 3.1 (Changes) of the RFP, the County is considering making some changes in the current solid waste services to make the system more efficient and cost effective. For that reason, the County is requesting responses for each of the following services as described below so that the County can make an informed decision. The County does not guarantee or make any promise that it will implement and pay for the scope of services described below. The County reserves the right to omit, modify, add on, or if necessary, combine some of the services described below.

Directions for presenting costs and impacts on these service options are provided in the Forms Section of the RFP.

#### 4.1 Waste Collection- 65 and 96 gallon container service

Weekly 65-gallon curbside refuses collection for single family residential units, and some multi-family dwellings, as defined in ARTICLE 1(Definition 9 and 10) of the draft contract. The County's intention is to make the 65 gallon residential garbage container the base service, but allow customers to request a 96-gallon refuse container, and or second container if they desire and they are willing to pay the difference in cost between 65-gallon and 96-gallon container. The contractor is expected to bill the household directly per month to increase the container size or provide a second 65 gallon container. In unique circumstances, such as densely populated areas, a 32- gallon bin or a combined 3-6 yard frontload may be necessary. There are currently approximately 150 32-gallon containers serviced by the current contractor. Bidders must assume that some customers will request a 96-gallon container, and or second container.

#### 4.2 Waste Collection- frontload service

Weekly frontload refuse collection for some single family residential units (remote or densely populated areas) and for some multi-family dwellings, as defined in ARTICLE 1 (Definition 9 and 10) of the draft contract. Frontload service is for some remote areas of the County and for most of the multi-family units where a single refuse container (96-gallon or 65-gallon cans) is not practical. The County will assign equivalent volume and frequency of pickup equivalency to the number of units serviced based on 65 gallon container volume. The contractor will be paid according to the assigned volume and the frequency of pickup. The County's plan is to periodically monitor the use of these areas and, if it finds necessary, to adjust the volume or the frequency of pickup on as-needed basis. The frequency of pickup for garbage will not be less than once a week and the changes will not be made more than four (4) times a year (seasonally). In this case the contractor will be paid according to the adjusted volume and frequency of pickup. Bidders are encouraged to do their own due diligence to research the number of multi-family complexes and remote areas for frontload service areas.

### **4.3 Recycling Collection- 96 gallon container service**

Weekly or bi-weekly 96-gallon single stream curbside recycling collection for some single family residential units, and some multi-family dwellings. In unique circumstances, such as densely populated areas, a 32 gallon container or 3-6 yard frontload may be necessary. The County has not made a decision whether to provide curbside recycling service to all residential households, equal to curbside waste collection (approximately 14,161 households) and will make this decision after the County reviews the responses to this RFP. At minimum, the County may continue the current level of curbside recycling services, but may change the frequency of pickup to bi-weekly. The contractor is expected to collect and market all recyclables.

### **4.4 Recycling Collection- frontload service**

Bi-weekly frontload single stream recyclables collection for some single family residential units (remote or highly dense areas) and some multi-family dwellings, as defined in ARTICLE 1(Definition 9 and 10) of the draft contract. The County has not made a decision whether to provide county wide curbside recycling services and will make this decision after the County reviews the response to this RFP. Frontload recycling service is for some remote areas, densely populated areas, and for most of the multi-family units where a single recycling container (96-gallon) is not practical. The County will assign equivalent volume and or frequency of pickup equivalent to bi-weekly pickup based on the number of units in this area and the contractor will be paid according to the assigned volume and the frequency of pickup. The County will periodically monitor the use of these areas and, if it finds necessary to adjust the volume or the frequency of pickup, it will do so and the contractor will be paid according to the adjusted volume and frequency. The contractor is expected to collect and market all recyclables.

### **4.5 Recycling Collection--public drop-sites service; roll-off container recycling collection services for drop sites on as needed basis.**

Currently the County has five (5) roll-off recycling service locations, identified in SECTION 2.2 of the RFP and may expand this service to other areas or continue to provide service to the existing drop sites only. The County will make a final decision after the County evaluates responses to the RFP. The County will periodically monitor the use of these areas and, if it finds necessary to adjust the frequency of pickup or volume, it will do so and the contractor will be

paid according to the adjusted volume and frequency. The contractor is expected to collect and market all recyclables. Appendix B contains the locations where such services exist and the current frequency of services.

In addition to the above list of services the County requires the successful bidder to provide the following other services:

1. Customer services
2. Waste container deliveries, labels, and maintenance
3. Changing container size and frequency of pickup as required
4. Addressing customer complaints
5. Addressing missed container pick-up
6. Providing public education program proposal
7. Providing a Household Hazardous Waste (HHW) exclusion and Collections Proposal
8. Demonstrate the ability to provide county wide residential solid waste and recycling collection invoicing

#### 4.6 Household Hazardous Waste Collection

Bidder is required to provide a household hazardous waste exclusion and collection program proposal, either directly or through a County-approved subcontractor. The program should include a plan that will accept HHW. Bidder is required to describe its HHW plan in the proposal. The County may accept this proposal, reject the proposal, or hire another entity to provide such service or use County employee/s to provide such service.

Bidder will be required to have a management level employee on its staff to serve as the HHW exclusion and collection Manager. The HHW Manager must also serve as a liaison to the County for the planning, coordination, and review of all HHW collection efforts. The proposal must also include the HHW Manager's qualifications.

#### 4.7 Public Education

Bidder must demonstrate their ability to prepare public education and outreach programs. Each bidder is expected to submit a public education and outreach program plan with their proposal. The education program must focus on waste prevention, reuse, recycling, household hazardous

waste handling, environmental purchasing preferences, electronic waste, and universal waste management.

In a separate proposal, bidder shall submit an education program dealing waste reduction and recycling so that the County customers receive quality educational materials on all its solid waste and diversion programs. Contractor will be required to prepare an annual public education plan and meet with the County Solid Waste Officials to review the annual plan. The County and Contractor shall meet quarterly to discuss all outreach materials and messages and implementation of the outreach strategy. The bidder must disclose all costs associated with the waste reduction and recycling program public education activities in a separate cost proposal marked as waste reduction and recycling public education program.

Bidder is also responsible for providing content and information for the public via the Summit County website.

Bidder will be required to have a management level employee on its staff to serve as the Public Education Manager. The Public Education Manager must also serve as a liaison to the County for the planning, coordination, and review of all public education and outreach materials and efforts. The proposal must also include the Public Education Manager's qualifications.

The bidder will be required to provide an annual schedule for solid waste pickup at the beginning of every contract year. The schedule must also include the bidder's solid waste and recycling collection plan during the recognized public holidays. The County may accept this proposal, reject the proposal, or hire another entity to provide such service or use County employees to provide such service

#### **4.8 Customer Service**

Bidder is responsible for ensuring that all staff and customer service representatives maintain a professional and courteous demeanor. Bidder shall be responsible for all employee interactions with customers. Bidder is required to ensure that its customers are consistently treated courteously and are presented with timely, responsive, and thorough solutions to problems and requests for information. The bidder is required to meet with Summit County personnel monthly to discuss compliance with the customer service standards denoted in the RFP. To ensure that customers in the County are receiving competent, professional, and courteous customer service.



The bidder shall submit a Customer Service Operations Plan. The Customer Service Operations Plan must also include a complaint resolution program and a communication system, including after hour, holiday, and weekend calls.

The bidder will be required to operate a customer service call center that will serve as the primary telephone point of contact and information for all services. The customer service call center hotline is required to be staffed live during regular business hours (i.e., Monday through Friday 8:00 a.m. to 5:00 p.m.). The bidder is required to use a customer information system with software applications capable of documenting all correspondence between bidder and customers and any other applicable service or customer contact information. Bidder must also provide a description of the capabilities of the software system to create summary reports. The County requires the bidder to provide access to all customer data in his possession. As part of the collection program, the contractor will be required to submit a public education program that includes necessary service announcements regarding waste and recycling collection service (Example what is not collected in the curbside recycling bin, how relayed to the public, how a household will be notified of a change of service, etc.).

#### 4.9 Invoicing

The bidders are required to demonstrate their ability to provide residential solid waste and recycling billing if the County decides at a future later date to invoice solid waste collection and recycling service directly to the customers.

## 5. FORMS

Bidder must provide unit prices for all service levels indicated on the appropriate Proposal Forms. The bidder is required to fill in the Forms shown below for the services indicated. All prices should be provided in the year shown in the Forms. This price will be used in part to determine the successful bidder as described in the proposal selection process. The price shown in the Form must include taxes, overhead, wages, equipment procurement and maintenance costs, insurance, profit, waste handling, transportation, tipping fees, surcharge, fuel, fees imposed by federal, state and local laws, or any other cost contractor expects to pay to provide the proposed services. The bidder must complete all blank spaces shown in the Forms in ink, typewriter, or computer printed format.

The data from the existing system concerning number of customers, number of cans and containers should be viewed as estimates and are presented solely as the basis for calculations on which the award of the Contract will be made. Results experienced during the actual operations may differ from the numbers presented.

The County may deem any proposal nonresponsive that contains omissions, erasures, alterations or additions of any kind, or prices uncalled for, or any proposal that in any manner fails to conform to the conditions of this RFP.

As described in Section 3 (Instruction to Bidders) of the RFP, all forms must have all required signatures. The bidder must sign all forms in ink and all names must be typed or printed below the signature, along with evidence that the bidder is a duly organized and validly existing firm, licensed to do business in the State of Utah and Summit County.

If the bidder wants to submit an alternative proposal/bid, the alternative proposal/bid should be in a form comparable to the Forms included in this section of the proposal so that it can be compared to the other proposals. The alternative proposal/bid must also include a cost proposal for HHW exclusion and collection plan, public education plan and billing program plan.

## PROPOSAL FORMS

Weekly 65-gallon curbside refuse collection for single family residential units and some multi-family dwellings. The County’s intention is to make the 65 gallon residential garbage container the base service, but allow customers to request 96-gallon refuse container and second container if they desire and are willing to pay the difference between 65-gallon and 96-gallon container, and or the second container. Bidder must assume that some customers will request 96-gallon container and/or second container. In unique circumstances, such as in densely populated areas a 32-gallon may be offered as the base instead of the 65-gallon. The contractor is expected to bill the household directly for the cost to increase the container (96 gallon container and or second container). The bidder should assume that most of the multi-family units and some of the remote single family unit’s service will also be frontload. The equivalent volume for the frontload service is based on 65-gallon can and the frequency of pickup will be once a week. The bidder should be aware that the County will audit the frontload service volume and change it if it finds the volume is larger than needed. The recycling service may remain the same as current levels or be changed to county-wide depending on the bids received. The County’s goal is to change recycling pickup to bi-weekly and provide 96 recycling can. However, it is requesting bids for weekly and bi-weekly pickup in the RFP.

### Instructions to bidders:

The following charts outline the various services that the County describes in this RFP. Bidders are not required to bid on all the needed services. Enter “n/a” if you do not wish to bid on providing that service.

#### 1. Automated Curbside Residential Refuse Collection Services

Service Type	Approximate Number of current Customers	Estimate of number of customers	Customers Monthly Costs July 1 <sup>st</sup> 2012 to June 30 <sup>th</sup> 2013
65-gallon Refuse Container	14,161	14,161	\$
Second Containers 96 gallon	800	unknown	\$
Second Container 65 gallon			\$
32- gallon Containers	150		\$

**2. Frontload Service for Remote Areas and Most of the Multi-family Units**

Service Type	Approximate Number of Customers	Suggested Volume (Yards)	Cost Per Yard July 1 <sup>st</sup> 2012 to June 30 <sup>th</sup> 2013
Frontload Refuse Collection Service	6,000	1,931	\$

**3. Automated Single Stream Recycling Services for Residential Dwellings (Mostly Single Family and some Multi-family)**

Service Type Options	Approximate Number of Customers	Cost per household for weekly collection July 1 <sup>st</sup> 2012 to June 30 <sup>th</sup> 2013	Cost per household for bi-weekly collection. July 1 <sup>st</sup> 2012 to June 30 <sup>th</sup> 2013
All curbside households (County-wide) 96-gallon Recycling Container	14,161	\$	\$
Densely populated households only (Incorporated cities of Henefer, Coalville, Oakley, Kamas, Francis, Park City, Snyderville Basin) 96-gal container. The county reserves the right to revise or modify this list.	10,000	\$	\$
Second container 96 gallon			

**4. Frontload Recycling Service for Remote Residential Areas and Most of the Multi-family Units**

Service Type	Approximate Number of Customers	Suggested Volume (Yards)	Cost per Yard July 1 <sup>st</sup> 2012 to June 30 <sup>th</sup> 2013
Frontload Recycling Collection Service (every other week Pick-up)	6,000	2,822	\$

**5. Roll-off Services for Recycling Drop sites**

Roll-off service	Cost per Pickup, July 1 <sup>st</sup> 2012 to June 30 <sup>th</sup> 2013
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Roll-off service (see attachment. The County reserves the right to revise or modify this list.)	\$
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### 6. Specials Services and Public Facilities

Service Type	Cost per Pickup, July 1 <sup>st</sup> 2012 to June 30 <sup>th</sup> 2013
Roll-off service	
Front Load	
These services include pickup from County owned facilities and special pickup during special events such as Sundance.	

**Note:** The prices shown on the Form must include taxes, overhead, wages, equipment procurement and maintenance cost, insurance, profit, waste handling, transportation, tipping fees, surcharge, fuel, fees imposed by federal, state and local laws, or any other cost bidder expects to pay to provide the proposed services. The bidder must complete all blank spaces shown in the Form/s in ink, typewriter, or computer printed format.

The bidder is also required to present the following:

1. a cost proposal for public education plan
2. a cost proposal HHW exclusion and collection plan
3. implementation plan
4. a cost proposal billing program plan for second containers or larger containers-

**6. AGREEMENT FOR RESIDENTIAL SOLID WASTE  
COLLECTION AND RECYCLABLES COLLECTION AND  
MARKETTING**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Summit County (herein called "County"), a body corporate and politic of the State of Utah, whose address is 60 N. Main Street, Coalville, Utah 84017, and \_\_\_\_\_ (herein called "Contractor"), a \_\_\_\_\_, whose address is \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, the County is seeking the services of a qualified contractor to provide solid waste collection and disposal services in Summit County; and,

WHEREAS, the County contracts for these services on behalf of its residents and generally pays for said services out of the County's General Fund monies; and,

WHEREAS, a Request for Proposals was advertised by the County and \_\_\_\_\_ submitted a proposal, which proposal was accepted by the County; and,

WHEREAS, the County and \_\_\_\_\_, have agreed to the following terms and conditions of this non-exclusive solid waste collection and disposal Agreement;

NOW THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, it is agreed as follows:

**ARTICLE I. DEFINITIONS.**

For purposes of this Agreement, the following terms and phrases are defined as follows:

1. ADMINISTRATOR means the Solid Waste Administrator or the Administrator's designee.
2. AGREEMENT means this document and all attachments, appendices and exhibits thereto

including, but not limited to the request for proposal.

3. BULK LIQUID is any liquid waste greater than five (5) gallons in volume.

4. BULKY WASTE means any large waste item including but not limited to stoves, refrigerators, air conditioning units, water heaters, washing machines, dryers, beds, sofas, and furniture.

5. COMMERCIAL SOLID WASTE shall have the definition given by Section R315-301-2(14) of the Utah Solid Waste Permitting and Management Rules, as amended.

6. COUNCIL means the Summit County Council which is the policy-making and governing body of Summit County.

7. CONSTRUCTION & DEMOLITION WASTE (C&D) shall have the definition given by Section R315-301-2(17) of the Utah Solid Waste Permitting and Management Rules, as amended.

8. CUSTOMER means the owner, lessee, or occupant lessee of a residential unit.

9. DWELLING, MULTI-FAMILY - A dwelling unit in a structure containing three or more dwelling units sharing common horizontal floors/ceilings, but not including hotels, motels, inns, and/or timeshare units.

10. DWELLING, SINGLE FAMILY. A dwelling unit containing one to two dwelling units not including hotels, inns, and/or timeshare units.

11. HAZARDOUS WASTE means any waste designated as hazardous by the United State Environmental Protection Agency in 40 CFR, Part 261, or by the Utah Department of Environmental Quality (DEQ) in the Hazardous Waste Management Rules, including but not limited to RCRA hazardous waste, petroleum products, radioactive materials, asbestos, PCB transformers, petroleum product storage tanks, or any flammable materials.

12. HOLIDAYS. The holidays observed by the solid waste Contract shall be the same as the holidays observed by the Three Mile landfill employees which are New Year's Day, Independence Day, Thanksgiving Day and Christmas Day. Observing the holiday means that

collection is delayed by a day of service but not eliminated. The Contractor shall observe no additional holidays without the prior approval of the County Officials

13. HOTEL, MOTEL OR INN - An establishment containing sleeping rooms for the temporary occupancy of guests. Accessory facilities may include a lobby, meeting rooms, recreation facilities, group dining facilities and/or other facilities or activities customarily associated with hotels, but not including lock-outs or dwelling units, some or all of which have a separate entrance leading directly from the outside of the building with garage or parking space located on the lot and designed, used, or intended wholly or in part for the accommodation of automobile transients. Motel includes motor courts, motor lodges and tourist courts, but not mobile home parks or travel trailer parks.

14. INCOMPLETE COLLECTIONS Service deficiencies including, but not limited to, missed or partial collections, failure to provide residents with written notification regarding refused collections, uncorrected littering or spillage caused by the Contractor, containers not properly returned to the original set out location, and lids not place on or in emptied containers.

15. LOCAL MANAGER - A local, authorized managing agent for the Contractor upon whom all notices may be served from Summit County. This person shall be named at least sixty (60) days prior to the start-up of this Contract.

16. NON-PROCESSIBLE WASTE means goods and materials which are not residential waste and/or are prohibited by the disposal facility. The Contractor has an obligation to notify their customers not to place these materials in their waste containers and, if these materials are observed by the Contractor, to remove them from the containers and notify customers of the violation. Non-processible waste items include the following:

- a. Hazardous waste of any kind.
- b. Any material that when incinerated clearly conducts electricity.
- c. Explosives.
- d. Medical or pathological wastes.
- e. Animal or human body parts or remains.



- f. Liquids.
- g. White goods or appliances.
- h. Construction debris or un-processible proportions.
- i. Large metal objects of any kind.
- j. Large sealed containers of any kind.
- k. Motor vehicles or related parts.
- l. Any item exceeding two feet by two feet by five feet in dimensions.
- m. Wood with a cross section over nine inches or five feet in length, and not fitting a residential container.
- n. Any material that is on fire, (i.e., a "Hot Load")
- o. Drywall.
- p. Ashes.
- q. Recyclables collected for the purpose of reuse.
- r. Any material not acceptable at the disposal facility.

17. PROHIBITED WASTE means any waste designated by the County or by applicable rules and regulations of the Utah DEQ as prohibited from disposal in a Class I landfill, including but not limited to petroleum products, asbestos containing materials, PCB containing materials, bulk liquids, and bulky waste.

18. PUBLIC FACILITIES means sites that are either publicly owned by Summit County or managed by Summit County such as public buildings, collection sites or other locations needing solid waste service owned or managed by the County.

19. RECYCLABLES means materials which the parties agree shall be collected by Contractor for the purpose for recycling or reuse, including but not limited to aluminum beverage containers, tin cans/bi-metallic cans, commingled plastic beverage containers (including

PET/HDPE), newsprint, magazines, white paper, corrugated cardboard, and telephone books. The County understands there are fluctuations in the recyclables market that may affect the ability to market the above materials.

20. RECYCLING COLLECTOR means any person or entity that the County authorizes or contracts with for collection and/or processing of Recyclables.

21. SERVICE AREA means all areas within the boundaries of Summit County, Utah.

22. SOLID WASTE means all putrescible and non-putrescible solid and semi-solid, including garbage, trash refuse, packaging materials, paper rubbish, and industrial wastes. However, for purposes of this Agreement, the term solid waste does not apply to commercial wastes, construction and demolition wastes, liquid wastes, abandoned vehicles and parts thereof, discarded residential and industrial appliances, manure and animal solid and solid wastes, hazardous waste, recyclable materials designated for separate collection under this or another Agreement, and de-watered, treated or chemically fixed sewage sludge.

23. TIMESHARE DEVELOPMENT - An enterprise that has as its primary purpose the offering of a timeshare interest. "Timeshare interest" means a right to occupy accommodations during three or more separate time periods over a period of at least three years, including renewal options, whether or not coupled with an estate in land, and including what is commonly known as a "timeshare estate," which is a small undivided fractional fee interest in real property by which the purchaser does not receive any right to use accommodations except as provided by contract, declaration, or other instrument defining a legal right.

24. TRASH CAN - An approved container as defined later herein, which may contain either garbage or yard waste.

25. YARD WASTE means compostable waste from landscaping operations, including but not limited to tree trimmings, grass cuttings, dead plants, weeds, and leaves.

## ARTICLE 2. SERVICES AND OPERATIONS

2.1 GENERAL SERVICES. The Contractor shall offer and provide collection and disposal services for solid waste generated by Single family and Multi-family Residential Units and Public Facilities within the Service Area, and shall provide such service from a location based

within Summit County, Utah. Appendix A, Contractor's Proposal, is incorporated herein by this reference as though fully set forth herein and shall be deemed binding provisions hereunder. Contractor has no right or duty under the terms of the Agreement to collect or dispose of any hazardous waste or prohibited waste. The collection of solid waste by the Contractor shall be provided at least once per week for each Residential Unit. Collection shall occur at the residential curbside adjacent to the roadway or from some other such suitable designated location. All disposal of solid waste shall be at the County owned and operated Three Mile Canyon Landfill.

2.2 PLAN OF OPERATION. The Contractor shall provide the County Solid Waste Administrator with a plan of operation for the collection of residential solid wastes at least 30 days prior to the start of collection under this contract. The plan shall provide the following detailed information:

2.2.1 A map depicting the collection routes for each collection day for both waste collection and for residential recycling. The maps shall show the starting and ending point and direction of routing for each service area.

2.2.2 Information identifying the size, type, number and capacity of each truck used on the routes.

2.2.3 The approximate number of drive-bys or collection points for each route and drop-site.

2.2.4 The procedure for responding to complaints for missed service or delayed service and the means of notifying the County in the event of missed service.

2.2.5 The number of spare vehicles and personnel available to either replace or supplement standard service in the event of major surges in waste volume.

2.2.6 The procedures of responding to service requests in inclement weather and the standards for determining when services must be delayed based on inclement weather event.

2.2.7 The procedure for disbursing the bins to all customers and appropriately labeling.

2.3 COMPLIANCE WITH LAWS. In performing the services under this Agreement, Contractor shall comply with all federal, state and local laws, regulations and ordinances applicable to the

collection, hauling and disposal of solid waste.

2.4 VOLUME OF COLLECTION. Contractor shall collect all solid waste properly containerized and placed for collection at the proper time and in the proper location. If the Customer places out for collection a volume of solid waste in excess of the level of service contracted for by either the County or the Customer, or places waste outside the container provided by Contractor, the Contractor shall not be responsible to collect said solid waste.

2.5 QUANTITIES. The County estimates that there are approximately 14, 161 approved residential collection locations, as herein defined, for the collection of solid waste materials. The actual number of collections made in any week may be more or less.

2.6 SPECIAL COLLECTION. At locations and at a frequency designated by the Council, the Contractor shall provide special collection, including but not limited to Christmas tree pickup and disposal services in the Service Area for bulky waste; provided however, that Contractor may impose an additional charge for such services from locations other than at residential curbside in the cases of remotely located residences or difficult to service places. The initial fees for these special services within the County may be added from time to time and the fees for such additional services shall in no case exceed a reasonable amount in consideration of the site or the type, weight or amount of solid waste and the rate or rates established.

2.7 DAYS AND HOURS OF COLLECTION. Contractor shall schedule collection activities so that the last delivery to the Landfill shall occur no later than thirty (30) minutes prior to the scheduled daily closure of the Landfill. If Contractor misses a scheduled collection day for any area within the Service Area because of a holiday or because of any other reason, Contractor shall provide collection service to the missed area on the day before or after. If Contractor misses regularly scheduled collection at a specific Residential Unit where no fault can be found on the part of the residential owner and any person complains to the Contractor or County no later than 12:00 noon on the following day, the Contractor shall collect said solid waste within twenty-four (24) hours of said complaint at no additional charge.

2.8 TIMES OF RESIDENTIAL COLLECTION. Contractor's residential collection services shall be provided between the hours of 7:00 a.m. and 3:00 p.m. during weekdays (Monday through Friday, holidays excepted), unless otherwise authorized by the County to provide collection

services at other times or days.

2.9 HOLIDAY SCHEDULE. Holidays shall be the same as the holidays observed by the Three Mile landfill employees which are: New Year's Day, Independence Day, Thanksgiving Day (fourth Thursday of November), and Christmas Day. Residences scheduled for waste collection on these days shall have collections on the following day unless a different schedule is agreed to in advance by the County.

2.10 ROUTES AND SCHEDULES. Contractor shall provide the Administrator with route maps, schedules of collection routes and customer lists, and keep such information current at all times. Contractor shall notify all affected customers of any change in routes or schedules at least one week before said change becomes effective. County will retain ownership of Contractor's customer lists and Contractor agrees not to see or otherwise distribute said customer lists without the express written consent of the County.

2.11 CUSTOMER CONTACT AND EMERGENCY RESPONSE. During normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday, holidays excepted), Contractor shall maintain a manned office with a telephone (listed in the telephone directory in its name) for receipt of customer calls. During all other hours, Contractor may use a telephone answering service or device for customer calls and shall respond to all calls within 24 hours of receipt. Contractor shall always provide Administrator with a current telephone number that can be used by the County on a twenty-four hour basis to contact the Contractor, its management or someone authorized to act on its behalf. Contractor shall equip all vehicles with a two-way radio or telephone that is available at all times for emergency response or to respond to Customer complaints. Customer complaints that are not resolved by close of business the day following receipt may be submitted to the Administrator or the Administrator's designee for resolution. The Administrator or designee shall have the power to order collection, adjustments in service fees and/or billings, or to take any other action that may be necessary to equitably resolve differences between the Contractor and service customers not withstanding any other terms of this Agreement to the contrary.

2.12 HIRING OF PERSONNEL. Contractor shall exercise sole authority over the selection and hiring of its personnel, with the exception that Summit County residents (those residing within

Summit County for thirty (30) days or more) shall be given preference over equally qualified nonresidents.

2.13 CONDUCT OF PERSONNEL. Contractor shall require its employees and agents to be courteous, to work as quietly as possible, to avoid use of profane language, to leave containers where originally found, to use only regular pedestrian walkways or driveways while on private property, and to avoid trespassing, loitering or meddling with property or events that do not concern them. Each driver of Contractor's trucks or vehicles shall carry a valid driver's license appropriate for the type of vehicle.

2.14 LOCATION OF BUSINESS. Contractor will maintain a business location in Summit County, to include an office and vehicle storage and maintenance at the time of initiation of the contracted services.

2.15 SOLID WASTE FACILITY. Contractor shall transport all solid waste collected from Residential Units to the Three Mile Canyon Landfill, or other County landfill as may be designated by the Administrator. Contractor may not transport construction and demolition (C&D) waste to the Three Mile Canyon Landfill without the County's express written consent and doing so will result in an additional charge to the Contractor, such charge to be determined by the Council, but not to be less than an amount equal to twice the comparable cost to deliver C&D waste to the County C&D landfill. Disposal in a Summit County landfill of any waste generated and/or collected outside of Summit County is expressly prohibited unless such disposal receives prior approval from the Council or the Administrator. Disposal at the Three Mile Canyon Landfill shall be completed between the hours of 8:00 a.m. and 4:00 p.m.

2.16 COLLECTION EQUIPMENT. The County shall own all garbage containers used for collection of garbage and the Contractor shall be responsible for all other equipment used for the collection and transportation of solid waste, including but not limited to all automated containers and all collection vehicles. The Contractor will service the County owned containers. Contractor shall maintain each truck and appurtenant machinery, any vehicles and containers used or supplied by it in good mechanical condition and in compliance with all applicable federal, state and local laws, regulations and ordinances, including without limitation, all minimum state standards. Contractor shall keep all trucks and any other equipment, including collection bins,

thoroughly cleaned on at least a monthly basis. The Contractor shall also keep all automated containers and front load containers in good working order. Contractor shall also replace any container damaged while being serviced by the Contractor. Contractor shall also replace front load containers that become sufficiently soiled, as to become an attractant of vectors and insects, up to one time per year. The Company name and telephone number of Contractor shall be displayed on both sides of the truck and shall be legible and visible. In June of each calendar year, Contractor shall provide Administrator with vehicle inspection reports for each truck or vehicle used by it in the Service Area at any time during that year. Contractor shall use waste containers specified in Appendix A, Contractor's Proposal, unless an alternative container is agreed to in writing by the County and made part of this Agreement. In areas specified in Appendix A, or otherwise agreed to by the Administrator, Contractor may collect solid waste in containers supplied by customers.. Contractor shall be responsible for having his collection personnel pick up loose litter around residential waste containers and clean up any leaks from a properly loaded container including grease, from any such container. A properly loaded container is waist level full with a closed lid (automated and front load containers), , loose materials properly bagged and containing no materials listed as prohibited in Sections 16 or 17 of the Definitions section of this contract.

2.17 VEHICLE REQUIREMENTS. The Contractor must supply the County with specific information regarding the number and type of all trucks that will be used during the performance of the contract period. If such equipment is presently owned or leased, the Contractor shall provide detailed inventories including photographs of their equipment including all accessories by type, model, year of manufacture, and anticipated remaining useful life as of the date of the inventory sheet. All leased equipment shall be listed separately; the time remaining on each leased machine and options for renewal, where applicable shall be stated. All new equipment needed to accomplish this contract shall be available prior to the commencement of operations for this contract. At the beginning of the contract period, no more than one-third (1/3) of the collection vehicles exceeding 26,000 + lbs GVW can be older than five (5) years of age. The Contractor must provide to the County evidence of the safety, reliability and road worthiness of any vehicle over five years of age.

2.18 CONTAINERS. The County shall provide sufficient containers for residential solid waste

and recycling collection (32, 96 or 65 gallon containers). The County shall be responsible for the purchase of all containers which will remain the property of the County. Contractor shall assemble and deliver the containers to all County residents as needed during the term of this Agreement. The County and Contractor shall keep records of requests for new containers and second containers for residential customers. Residents may have no more than two (2) containers for waste per household. Contractor shall repair and maintain all containers. Containers damaged by the Contractor in the course of their operations shall be replaced to the Contractor without charge to the County or customer. The Contractor shall also deliver all new or replaced containers due to damage during the term of this Agreement. It is further agreed that all residential garbage containers provided to the County residents are the property of the County for the term of the contract.

2.19 CONTAINER LOCATION. All approved garbage containers shall be placed within two feet of the blacktop or in the gutter, if curb and gutter are present, and at a location that is readily accessible to Contractor and its equipment. All reusable containers, after being emptied by the Contractor, shall be returned without damage to the place from which they were removed.

2.20 DAMAGED, LOST OR STOLEN CONTAINERS. In the event a residential container is damaged (as opposed to worn out by reasonable wear and tear), is lost, or is stolen, the Customer shall pay the County \$75 for a replacement container, which is to be billed through the Contractor.

2.21 SPECIAL SERVICES AND CONTAINERS. Contractor shall provide, at no additional cost, special service for handicapped persons or senior citizens not able to handle the 32, 65, or 96 gallon approved garbage container. Such special service will be as directed and approved by the Administrator after discussion with the Contractor.

2.22 REPORTING REQUIREMENTS. At its expense, the Contractor shall provide the Administrator with written collection reports and/or data of a type and in a form prescribed by the Administrator, refuse and disposal data and recycling collection and marketing data in a monthly basis. This data must include, but is not limited to the following: tonnage and volume of solid waste and recyclables, frequency of pickup, number of new customer accounts with assigned bin ID number and bin size, closed customer accounts with assigned bin ID number and



bin size, income from the sale of recyclable material, vendor where recyclable material is sold to. The County may request any other relevant data the County may find necessary in its solid waste management program business, including but not limited to the volume of waste and recycling disposed of in front load containers in remote areas and or multi-family complexes.

2.23 INSPECTION. At any reasonable time requested, the Contractor shall make available, and the County shall have the right to inspect, all equipment, trucks, vehicles and containers used by Contractor in the Service Area. At its request, the County shall also have the right to inspect and audit Contractor's books and records to verify information contained in, or which should have been reported in, any reports required by Paragraph \_\_\_\_; to verify information submitted by Contractor to justify rate changes pursuant to Paragraph 3.3 hereof; or to verify the payment of appropriate County fees.

2.24 NUISANCE. Contractor shall do all work in such a manner as not to create a nuisance. Municipal waste spilled or scattered on sidewalks, gutters, or roadways during collection shall be immediately cleaned up by the Contractor.

2.25 SCHEDULE CHANGE NOTIFICATION. Notification to residential Customers of any agreed upon schedule change shall be the responsibility of the Contractor. That notice shall be given in writing at least three (3) days in advance of the schedule change. If the schedule change is done on an emergency basis, then notice of the changed schedule should be in a recording on the Contractor's phone line dedicated for public communications.

### **ARTICLE 3. SERVICE FEES & COLLECTION RATES**

3.1 FEES, GENERAL. In consideration for its services, Contractor will be paid collection fees by the County pursuant to Schedule A attached hereto. Contractor shall not impose, offer, collect or attempt to collect any fee, any other charge or benefit directly on any residential Customers, unless authorized by this Agreement or in writing by the Administrator or Council. The Contractor shall charge a fee and bill the customer directly for second containers.

3.2 RESIDENTIAL FEES. County shall pay Contractor for residential collections based on the fee schedule provided in Schedule A attached hereto. Contractor shall collect fees from all

residential customers for additional containers, based on fees established by the Council.

3.2.1 PAYMENT OF INVOICES. The Contractor shall bill the County for services rendered within ten (10) calendar days following the end of the month. The County shall remit payment to the Contractor on or before the twenty-fifth (25th) day following the submission of all required documentation and billing, subject, however, to the provisions of paragraph 6.13. Such billing by the Contractor shall include the following items:

3.2.1.1 The number of residential accounts serviced for waste disposal that month.

3.2.1.2 The number of residential accounts receiving a second bin that month.

3.2.1.3 An accounting of extra pick-ups or clean-up services for residential accounts.

3.2.1.4 The number of new residential accounts instituted that month and discontinued services.

3.2.1.5 The tonnage of waste collected from residential customers that month.

3.3 FEE CHANGES. Subject to Council approval, the initial fees shall be established in accordance with Schedule A attached hereto. The fees charged by Contractor shall be adjusted upward or downward by request of the Contractor on an annual basis each July 1 to reflect changes in the cost of operations as reflected by the attached Contractor's bid. The Contractor may submit an application to the Administrator to adjust or change the established fees and said application shall be processed in accordance with the County's rules, policies and ordinances in effect at the time. The Council may hold hearings, review and approve or disapprove any change in fees. The Council may, but is under no obligation to, accept any fee change recommended by the Administrator. Pending any rate change, all previous rates approved by the Council shall remain effective.

3.4 FEE RESOLUTION. All rate and levels of service and any adjustments thereto must be approved by the Council in the form of a written resolution and made a part of this Agreement, excluding the annual Consumer Price Index adjustment.

#### ARTICLE 4. TERM OF AGREEMENT AND REMEDIES FOR BREACH

4.1 TERM OF AGREEMENT. The term of this Agreement shall be for a period of five (5) years

commencing on July 1, 2012 and terminating on June 30, 2017. The County may at its discretion, with the consent of the Contractor, grant up to one (1) extension of this Agreement, provided that such extension shall be noticed to the Contractor not less than six (6) months prior to the regular expiration date of this Agreement. This extension may be, but cannot exceed five (5) years.

4.2 TERMINATION UPON DEFAULT. If the Contractor is in material default or breach of any terms or conditions of this Agreement, the County, at its option, may immediately terminate this Agreement with written notice to Contractor, provided, however, that the County must first give Contractor written notice of such default or breach, specifying the particulars thereof, and the county may not terminate this Agreement on the grounds of said breach or default if said default or breach is cured within ten (10) days after such notice or, if the nature of the breach or default is such that more than ten days are required for its cure, then the County may not terminate this Agreement if Contractor shall commence such cure within such ten day period and thereafter diligently prosecute the same to completion. The provisions herein to allow cure of default shall not apply to material breaches under paragraphs 4.3.3, 4.3.4, or 4.3.5.

4.3 CIRCUMSTANCES THAT CONSTITUTE MATERIAL BREACH. Without limitation, the following acts by the Contractor shall each constitute a material breach of this Agreement for purposes of termination under Paragraph 4.2:

4.3.1 Material default or breach of any terms or conditions of this Agreement;

4.3.2 Failure to submit to the County within thirty days after it is due any of the information requested by the County or required to be submitted by this Agreement;

4.3.3 Submission to the County of any intentionally inaccurate information or financial data or information that is not prepared in accordance with the terms and conditions of this Agreement;

4.3.4 Commitment of the following crimes by the Contractor or any of their Administrators, officers or employees, the conduct of which relates directly or indirectly to the Agreement or performance thereunder: bribery, forgery, price fixing, bid rigging, fraud, obstruction of justice, extortion, racketeering, antitrust violations or the intentional disposal of hazardous or solid waste or recyclables; or

4.3.5 Conduct that results in more than five percent of the total number of Customers in the Service Area making complaints in one calendar year, such complaints being unresolved by Contractor and documented by the Administrator.

REMEDIES UPON DEFAULT. If either the Contractor or the County breaches any of the terms of this Agreement, the other party shall be entitled to recover its damages, whether or not the default has been cured under Paragraph 4.2 above. In the event Contractor is in default or breach of any of the terms or conditions of this Agreement, the County may also declare the amount of the Contractor's performance bond or letter or credit forfeited to the extent necessary to remedy or cure said breach or default, including without limitation to pay the cost or expense to the County of obtaining replacement service, whether temporary or permanent. The amount of said bond or letter of credit in no way limits the Contractor's liability for damages. The County may also, at its option, temporarily use Contractor's trucks and equipment if for any reason the Contractor fails to cause collection or disposal as provided herein. Contractor shall be paid compensation in the form of the reasonable rental value thereof if said failure to collect was caused by circumstances beyond the Contractor's control. Any action for recovery of damages or compensation herein shall be subject to arbitration, as set forth in Paragraph 4.7 hereof.

The County agrees and acknowledges that the rights conferred to the County pursuant to the Agreement are intended to constitute a license right (and not a security interest or lien) and that title to the Licensed Property (as defined below) shall at all times be and remain with the Contractor. The County further acknowledges that in accordance with the terms and conditions of the Credit Agreement (as defined below), the Contractor has granted a perfected, first priority security interest in certain of their respective assets ( including, without limitation, the Licensed Property) for the benefit of the secured parties under the security documents applicable thereto. The County agrees and acknowledges that the security interest of such secured parties in, to and under the Licensed Property is prior to the County's license rights granted hereunder and that the County's license rights in the License Property shall automatically and irrevocably terminate immediately upon the exercise of such secured parties of their rights to foreclose on the License Property in accordance with the terms of the Credit Agreement and related security documents. Under no circumstance, will the County file any financing statements or similar instrument relating to any of the Licensed Property.

As used herein, the term "Credit Agreement" means the Credit Agreement dated as of \_\_\_\_\_, from \_\_\_\_\_, the lenders party thereto and, among other \_\_\_\_\_, as administrative agent, as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time.

As used herein, the term "Licensed Property" means any and all of the Contractor's equipment, vehicles, facilities and property of every kind and nature of which the County intends to use in accordance with Section \_\_\_\_\_.

#### 4.5 FORCE MAJEURE.

4.5.1 EMERGENCIES. Collections shall be made regardless of weather or other conditions that would impede collections such as snow, flood, riot or other disaster unless authorization to suspend collections is obtained from the Administrator or their designee to suspend service. This authorization may be verbal so long as it is confirmed in writing within one business day of the emergency.

4.5.2 WORK STOPPAGE. A work stoppage by the Contractor's work force shall not be grounds for the Contractor to terminate this Agreement. The Contractor shall still be required to complete its obligation under this Agreement, even if it is affected by a strike, job action or other disruptive labor activity. However, the County shall not impose any penalty nor bring any action against the Contractor to perform the conditions of this Agreement for the first twenty-four hours of any strike or job action should such a strike or job action prevent the collection of municipal waste by the Contractor during this initial twenty-four (24) hour period. All other rights and options available to the County under this Agreement shall remain unaltered by this paragraph.

4.6 NON WAIVER. The waiver by the County or failure by it to enforce any provision of this Agreement shall not be construed as continuing waiver as to future enforcement of any such provision or any other provision.

4.7 DISPUTE RESOLUTION. Any dispute arising from this Agreement:

4.7.1 Shall attempt to be settled by the parties within 15 days of written notice of the dispute;

4.7.2 If no settlement is reached, the parties agree to submit the dispute to mediation through a

third-party neutral mediator or provider, which mediation session will take place within 30 days from the notification date.

4.7.3 If settlement is not reached within 10 days after the mediation session, the parties agree to submit the dispute to binding arbitration in accordance with Utah Code, Title 78, Chapter 31(a), which arbitration hearing will take place no later than 60 days from the notification date. Costs of mediation will be split equally between the parties. If the case is settled through binding arbitration, the parties shall split equally the cost of the arbitration unless otherwise ordered by the arbitrator and judgment upon award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## **ARTICLE 5. INDEMNIFICATION, INSURANCE AND ASSURANCE OF PERFORMANCE**

5.1 INDEMNIFICATION. Contractor agrees to indemnify, defend and hold harmless the County, its County Council members, officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, liabilities and attorney fees or whatsoever nature, resulting from or in any way connected with any willful or negligent act, whether active or passive, or any omission to act by the Contractor or any of its owners, administrators, officers, agents, servants, employees or subcontractor, which such act or omission to act occurred with respect to, or is in any way related to, directly or indirectly, this Agreement, or the performance or failure to perform thereunder, including without limitation the failure to collect and/or legally dispose of solid waste. Contractor agrees to indemnify the above persons or entities whether or not the County, or any of its supervisors, officers, agents, servants or employees are in any way at fault, whether by active or passive negligence, or are liable by way of strict liability or by way of omission to act. Said indemnification shall also cover, without limitation, any claim by any owner, administrator, officer, employee, servant, agent or subcontractor of Contractor.

5.2 INSURANCE. Throughout the term of this Agreement and any extensions thereof, Contractor, at its expense, shall maintain in full force and effect general liability and property damage insurance and worker's compensation insurance and shall supply certificates of insurance to the Administrator for approval as to form and content. The general liability insurance policy

shall include at least \$5,000,000 of coverage for injury to persons, including the general public, and \$5,000,000 of coverage for injury to property resulting from any negligent act or failure to act by Contractor or any of its owners, administrators, officers, employees, servants or agents. Said general liability insurance policy shall also show the County as an additional insured. All insurance shall be in effect for the term of this Agreement, Contractor shall not permit said insurance policies to be canceled without providing the Administrator thirty (30) days advance written notice and without first obtaining replacement insurance satisfactory to the Administrator.

5.3 ASSURANCES OF PERFORMANCE. Throughout the term of this Agreement, Contractor, at its expense, shall maintain for County's benefit a performance bond or letter of credit, in a form approved by the County Attorney, in an amount equal to one hundred thousand dollars (\$100,000) to assure performance of Contractor's obligations under this Agreement. Contractor shall supply the bond or letter of credit to Administrator for approval as to form and content. Said bond or letter of credit shall provide for arbitration of claims consistent with Paragraph 4.7 hereof. Said bond or letter of credit shall be issued by a duly authorized corporate surety or bank, as the case may be, authorized to do business in the State of Utah. Throughout the term of this Agreement, Contractor shall not permit said bond or letter of credit to be canceled or modified or to expire without providing the Administrator thirty (30) days advanced written notice and without first obtaining a replacement bond or letter of credit satisfactory to the Administrator.

## ARTICLE 6. MISCELLANEOUS PROVISIONS

6.1 ASSIGNMENT, SUBCONTRACTS, CHANGE OF OWNERSHIP. None of Contractor's obligations, rights, privileges, or duties under this Agreement may be assigned, sold, leased, subcontracted or transferred, either in whole or in part, without the prior written consent of the County. Contractor shall promptly notify Administrator in writing in advance of any proposed assignment, sale, lease, subcontract or transfer. In the event that the Council approves of any assignment, sale, lease, subcontract, or transfer, said approval shall not relieve Contractor of any of its obligations or duties under this Agreement, unless this Agreement is modified in writing to that effect. Contractor shall also notify Administrator of any change in control and/or ownership of Contractor. While a change in ownership or control is not a breach of this Agreement, upon any such change the County, at its option, may terminate this Agreement by giving Contractor at

least three (3) months written notice. For purposes of this Agreement, change of ownership or control is presumed to include, without limitation, the sale or transfer of at least 30 percent of Contractor's assets or at least 30 percent of Contractor's voting stock to an entity unaffiliated with Contractor. In the event Contractor owns, leases or purchases any such solid waste disposal facility, the

Contractor shall immediately notify Administrator in writing. The Contractor shall also immediately notify the Administrator in writing if the Contractor owns or purchases any company or entity, or owns or purchases 30 percent or more of the voting stock of any company or entity that owns, operates or controls any solid waste disposal facility located in the unincorporated area of Summit County.

6.2 COMPLETE AGREEMENT. This Agreement, with its attachments, appendices, and exhibits, constitutes the entire agreement between the Contractor and the County. No prior oral or written understandings or agreements between the parties with respect to the subject matter of this Agreement are incorporated herein and any such understandings or agreements are entirely superseded by this Agreement.

6.3 APPROVAL BY COUNCIL AND AMENDMENTS. This Agreement, with its attachments, appendices, exhibits and any amendments thereto shall not be binding upon the County unless approved by the Council. This Agreement, including any attachments, appendices and exhibits hereto, may not be amended without a written amendment signed by the Chair of the Council.

6.4 INDEPENDENT CONTRACTOR. It is agreed that Contractor is and shall at all times be an independent contractor of, and not an agent of, the County.

6.5 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.6 NONDISCRIMINATION. In the performance of this Agreement, Contractor shall abide by all applicable federal, state and local laws, regulations or ordinances pertaining to discrimination and shall not discriminate against any person, customer, servant or employee on account of race, sex, age, creed, color, religion or national origin.

6.7 CORPORATE AUTHORITY. Contractor shall submit to Administrator documentation



sufficient to establish that the person acting on its behalf by signing this Agreement, or any amendments thereto, is authorized to do so.

6.8 CONFORMANCE TO REQUEST FOR PROPOSALS. Contractor agrees to furnish all services in conformity with all specifications and representations in the document entitled "REQUEST FOR PROPOSAL FOR REFUSE AND RECYCLABLES COLLECTION AND MARKETING OF RECYCLABLES " (hereinafter referred to as the RFP) and the Contractor's Response to RFP ("Contractor's Proposal"), including all attachments thereto, which is styled hereto as Appendix A. The County has also attached a document entitled Responses to Bidder's Questions. All of the foregoing are incorporated herein by this reference as though set forth at length herein. Where there is a conflict between the Appendix and this Agreement, this Agreement shall control.

6.9 OWNERSHIP. Contractor agrees that all customer lists and information, as well as all other materials generated by Contractor to perform this Agreement, shall be the property of the County and may be used as the County sees fit.

6.10 TITLE TO WASTE. Title to all residential solid waste that Contractor has agreed to collect shall be with Summit County when (a) placed in the Contractor's collection vehicle, (b) removed by Contractor from a container, or (c) removed by the Contractor from the Residential Unit, whichever last occurs. Contractor shall use its best efforts to recover any item which a customer may have inadvertently or unintentionally deposited in a container, and if located, shall relinquish possession and title to such customer. Notwithstanding anything in this Agreement to the contrary, title and liability for any hazardous waste or prohibited waste shall remain with the Customer and shall not pass to the Contractor.

6.11 NOTICES. All notices or correspondence under this Agreement shall be given to the following addresses and shall be deemed delivered on the date of actual delivery or on the second business day after the date of mailing.

To the County:

Summit County Solid Waste Administrator, P.O. Box 128 Coalville, Utah 84017 435-336-3120  
[cblonquist@summitcounty.org](mailto:cblonquist@summitcounty.org)

To the Contractor:

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6.12 ANNUAL AUDIT. At least four times a year, the County shall verify the assumed housing unit count residential waste hauling service and the (multifamily) frontload services container volume by comparing the Contractor's invoiced service by category to approved housing developments based on the most recent data provided by the County Assessor and new approved development provided by the Building Official. If a discrepancy of more than 1% is discovered in any service category (residential side load, residential front load, roll-off services), then a more complete audit will be conducted to determine the correct service volume for billing. After an audit the County may adjust the number of residential units serviced and or the container volume provided for multifamily units.

6.13 DEDUCTIONS FROM PAYMENTS BY COUNTY. For each and every documented instance of non-performance of the Agreement, the sums designated shall be deducted from the payment of any invoice.

6.13.1 Failure to clean-up waste or recycling spills \$100 offense

6.13.2 Failure to resolve collection complaint within 24 hours \$100 offense

6.13.3 Failure to take disciplinary action against any employee due to any of the following substantiated offenses: use of loud, profane, vulgar or obscene language; soliciting gratuities for public services; refusal to collect or handle refuse as herein required; wanton or malicious damage of containers or receptacles; wanton or malicious scattering or spilling of refuse; failure to obey a justified request from a landfill employee; any other willful disregard of safety or sanitary requirements or any act constituting a public nuisance or disorderly conduct \$1000/offense

6.13.4 Changing day of collection without notice to County and public \$1000/offense

6.13.5 Starting route collection before 7 a.m. unless approved by County \$1000/offense

6.13.6 Intoxication on the job \$1000/offense

6.13.7 Failure to collect all waste on the day of collection unless prior approval by County  
\$1000/offense