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4 **City of Kirkland**
5 **Request for Proposals**
6

7
8 **SOLID WASTE, RECYCLABLES**
9 **AND COMPOSTABLES**
10 **COLLECTION**
11

12 **Job # 01-21-PW**
13
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15
16
17
18

19 **Issue Date: March 17, 2021**
20 **Due Date: June 1, 2021 – 3:00 p.m. (Pacific Standard**
21 **Time)**
22

1 **REQUEST FOR PROPOSALS**

2
3
4 Notice is hereby given that proposals will be received by the City of Kirkland, Washington
5 ("City") for:

6
7 **SOLID WASTE, RECYCLABLES AND COMPOSTABLES COLLECTION**

8
9 File with Purchasing Agent, Finance Department, City of Kirkland, 123 - 5th Ave, Kirkland WA,
10 98033

11
12 Proposals received later than **3:00 p.m. PST June 1, 2021 will not** be considered.

13
14 A copy of this Request for Proposals ("RFP") may be obtained from the City's web site at
15 <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on
16 the Request for Proposals link found under "Doing Business with the City".
17

18 The City reserves the right to reject any and all proposals and to waive irregularities and
19 informalities in the submittal and evaluation process. This RFP does not obligate the City to pay
20 any costs incurred by a respondent in the preparation and submission of a proposal.
21 Furthermore, the RFP does not obligate the City to accept or contract for any expressed or
22 implied services.

23
24 A response from a prospective service provider ("Service Provider" or "Contractor") that
25 indicates that any of the requested information in this RFP will only be provided if and when the
26 Service Provider/Contractor is selected as the apparently successful Service Provider/Contractor
27 is not acceptable and, at the City's sole discretion, may disqualify the proposal from
28 consideration.
29

30 The City requires that no person shall, on the grounds of race, color, national origin, or sex be
31 excluded from participation in, be denied the benefits of, or be otherwise subjected to
32 discrimination under any program or activity. The City further assures that every effort will be
33 made to ensure non-discrimination in all of its programs and activities, whether those programs
34 are federally funded or not.
35

36 In addition to nondiscrimination compliance requirements, the Service Provider/Contractor
37 ultimately awarded a contract following this RFP shall comply with all applicable federal, state
38 and local laws, statutes and ordinances relative to the execution of the work. This requirement
39 includes, but is not limited to, protection of public and employee safety and health; environmental
40 protection; waste reduction and recycling; the protection of natural resources; permits; fees;
41 taxes; and similar subjects.
42

43
44 **Dated this 17th Day of March, 2021**

45
46 Jay Gewin
47 Purchasing Agent
48 425-587-3123

1 **City of Kirkland - Request for Proposals**

2
3 **Comprehensive Garbage, Recyclables and Compostables Collection Services**
4 **Contract**

5
6
7 **Table of Contents**

8 **SECTION 1: INFORMATION FOR PROPOSERS 1**

9 1.1 INTRODUCTION1

10 1.2 EXISTING COLLECTION SYSTEM2

11 1.3 GENERAL TERMS4

12 **SECTION 2: INSTRUCTIONS TO PROPOSERS 5**

13 2.1 DEFINED TERMS5

14 2.2 COPIES OF PROPOSAL DOCUMENTS.....7

15 2.3 EXAMINATION OF PROPOSAL DOCUMENTS.....7

16 2.4 INTERPRETATIONS, SCHEDULE AND ADDENDA8

17 2.5 PROPOSAL SECURITY10

18 2.6 CITY INVESTIGATIONS AND PROCESS DECISIONS10

19 2.7 PROPOSALS11

20 2.8 PREPARATION OF PROPOSAL FORMS.....11

21 2.9 SUBMISSION OF PROPOSALS.....12

22 2.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS13

23 2.11 BASIS OF AWARD.....13

24 2.12 SERVICES START DATE18

25 2.13 PUBLIC DOCUMENTS AND DISCLOSURE18

26 2.14 DISCLAIMER OF COSTS18

27 2.15 INSTRUCTIONS FOR SUBMITTING A RESPONSIVE PROPOSAL.....18

28 2.16 PROCESS INTEGRITY REQUIREMENTS19

29 **SECTION 3: PROPOSAL INSTRUCTIONS AND FORMS 20**

30 **SECTION 4: APPENDICES**

31 **Appendix A: Contract with City Service Area Map**

32 **Appendix B: Supporting Data**

33 **B.1 2018 Collection Quantities, Recycling Composition and Setout Data**

34 **B.2 2019 Collection Quantities, Recycling Composition, and Setout Data**

35 **B.3 2020 Collection Quantities, Recycling Composition, and Setout Data**

36 **B.4 2021 YTD Collection Quantities, Recycling Composition, and Setout Data**

37 **B.5 2021 Wholesale and Retail Rates**

38 **Appendix C: Form 2**

39 **Appendix D: Industry Review Comments and Responses**

40

41

1 **SECTION 1: INFORMATION FOR PROPOSERS**

2
3 **1.1 INTRODUCTION**

4
5 The City is requesting Proposals from qualified proposers (“Proposers”) for solid waste collection
6 services within the City. This Request for Proposals (“RFP”) is for the following services:
7 residential and commercial garbage, recycling and compostables collection, and the processing
8 and marketing of collected recycling and compostables (“Services”). The initial contract
9 (“Contract”) term shall be for ten and one-half (10.5) years, from July 1, 2022 through December
10 31, 2032 with one two-year extension at the City’s sole option.

11
12 The City is seeking a continuation of the existing solid waste collection services system with
13 potential service improvements and revisions as described in the attached base contract (“Base
14 Contract”). The City prefers to award one comprehensive Contract for all lines of business. The
15 City also seeks specified collection system and Contract alternatives, as described in RFP Section
16 1.3.2. The City reserves the right to choose some, all or none of the alternatives proposed.

17
18 Proposers shall complete a Base Proposal, based on the Services described in the attached Base
19 Contract (in Section 4, Appendix A), with the costs of alternatives separately identified on the
20 specified proposal forms. During the initial round of review, the City shall compare all Proposals
21 based solely upon the Base Proposal, including alternatives chosen by the City. **The City Proposal
22 Evaluation Team will determine a highest rated proposed contractor and will make a contract
23 award recommendation to City Council contingent upon the successful negotiation and
24 finalization of the Contract. The City will then attempt to negotiate a Contract with the highest
25 rated proposed contractor using the Base Contract and amended as necessary to include any
26 alternatives chosen by the City. Upon the conclusion of a successful negotiation, the final
27 Contract would be proposed to the City Council for approval and execution.**

28
29 **In the event any negotiations with a highest rated proposed contractor are unsuccessful, in the
30 sole opinion of the City, the City may terminate such contract finalization and undertake
31 contract finalization with the next highest rated proposed contractor, and so on, until such time
32 as a Contract is awarded or the process is terminated.**

33
34 **THE CITY RESERVES THE RIGHT TO TERMINATE THIS RFP PROCESS AT ANY TIME AND FOR ANY
35 REASON AND WITH NO FURTHER OBLIGATIONS TO ANY PROPOSER, INCLUDING BUT NOT
36 LIMITED TO PROPOSAL PREPARATION COSTS.**

37
38 Preliminarily, for the purposes of consistency and clarity, the defined terms of the Base Contract
39 retain those defined meaning in this RFP. Defined terms are generally capitalized and are
40 applicable to the singular and plural, and to the masculine or feminine.

41
42 This RFP is organized into four sections:
43

1 **Section 1: Information for Proposers** provides background information regarding the City’s solid
2 waste handling system (“System”) and generally describes the services to be performed by the
3 Contractor according to the terms of the Base Contract.

4
5 **Section 2: Instructions for Proposers** provides instructions for submitting a responsive Proposal
6 and includes the procedures the City will follow in choosing the highest rated proposed
7 contractor (“Selected Proposer”).

8
9 **Section 3: Proposal Forms** includes the questions that must be answered and the forms that must
10 be completed for a Proposal to be considered responsive to the RFP.

11
12 **Section 4: Appendices** include: (A) the Base Contract for the System and Service Area map that
13 will be entered into by the City and the Contractor, potentially subject to revisions during
14 Contract finalization as described in this RFP. The Base Contract reflects the base proposal and
15 will be revised to incorporate any alternatives selected by the City; (B) 2018-2020 and 2021 year-
16 to-date collection quantities, recycling composition, and set-out data, and 2021 City retail rates
17 and wholesale rates from the City’s current solid waste collection services contractor, Waste
18 Management, Inc.; (C) RFP Form 2 with container counts and service frequencies; and (D)
19 Responses to Industry Review Comments.

20 21 **1.2 EXISTING COLLECTION SYSTEM**

22
23 This section generally describes the *existing* solid waste collection system operated under the
24 current contract. Carefully review the Base Contract (attached as Appendix A this RFP) to
25 determine the scope of operations (including alternatives in the discretion of the City) envisioned
26 under the *new* Contract.

27
28 The City is a non-charter code city organized under Title 35A RCW and has a Council-Manager
29 form of government. The City Council consists of seven members elected at-large. The Mayor is
30 elected by their fellow Councilmembers and serves as the Chair and Presiding Officer of the
31 Council. The City Manager directs all City operations. The City Manager develops and
32 implements a “best practices” approach in operating the City government to achieve a balanced,
33 efficient, economical, fair and quality service delivery.

34
35 The City is currently the thirteenth largest city in Washington and sixth largest in King County,
36 encompassing approximately 18 square miles. Its current population is approximately 90,000.
37 The City is part of the larger King County metropolitan area of approximately two million in
38 population.

39
40 Waste Management, Inc. is the City’s current contractor. Waste Management, Inc. provides
41 residential, commercial detachable container and drop-box services. A total of approximately
42 22,300 single-family customers and 1,385 commercial (828) and multifamily (557) customers are
43 provided service in Kirkland. Garbage collection is mandatory within Kirkland. The City and its
44 contractor share customer service responsibilities while the City retains sole responsibility for

1 customer billing. Additional information on the City’s solid waste collection and recycling
2 programs and utility billing system is available on the City’s website at www.kirklandwa.gov.

3
4 Appendix B includes 2018, 2019, 2020 and current year-to-date 2021 collection data and
5 tonnages by material stream and customer sector provided by the current Contractor. Container
6 counts and service frequencies are provided in Appendix C: Form 2.

7
8 Single-Family Collection

9
10 Single-family residences are provided weekly collection of garbage, recycling and compostables
11 Residents use contractor-provided carts for garbage collection. Universal (embedded) recycling
12 and compostables collection is provided to customers, also using contractor-provided carts.
13 Additional Information about the current single-family collection program is on Waste
14 Management’s website for Kirkland: www.wmnorthwest.com/kirkland. The website includes the
15 range of materials accepted, days of collection, starting time and other descriptions of the
16 current program.

17
18 Multifamily Collection

19
20 Multifamily residences are provided with a full range of container options for garbage service, as
21 well as a recycling program that accepts the same materials as are handled by the single-family
22 recycling program. Multifamily commingled recycling collection is provided through carts and/or
23 detachable containers. Multifamily recycling collection services are provided to cart and
24 compacted and non-compacted detachable container customers with regular weekly garbage
25 service at no additional charge, and the costs are added to garbage collection fees. Customers
26 with regular drop-box service are provided with up to eight yards of embedded recycling service.
27 Compostables collection service is provided at no additional cost to the customer upon City
28 approval of applications that comply with established program standards.

29
30 Commercial Collection

31
32 Commercial garbage collection is provided through use of contractor-owned carts, detachable
33 containers and drop-boxes, as well as some customer-owned or -leased containers. A range of
34 sizes and collection frequencies is available to customers. An electronic list of current
35 commercial customers and container sizes is available. Commercial recycling collection services
36 are provided to cart and compacted and non-compacted detachable container customers with
37 regular weekly garbage service at no additional charge, and the costs are added to garbage
38 collection fees. Customers with regular drop-box service are provided with up to eight yards of
39 embedded recycling service. Compostables collection service is provided at no additional cost to
40 the customer upon City approval of applications that comply with established program
41 standards. Additional information is available on the Waste Management website listed above.

42
43 Containers

1 The current contractor uses its own carts, detachable containers and drop-boxes. At the end of
2 the current contract, all contractor-supplied carts, at the City’s option, revert to City ownership
3 without further compensation to the current contractor and on a fully assignable basis. The City,
4 at its option, also may purchase or assign the right to purchase Waste Management’s in- place
5 inventory of Detachable and Drop-Box containers at a sales price equal to fifty percent (50%) of
6 the average new price for each Container based on the average price from three (3)
7 manufacturers chosen by the City. The City will ascertain the value of steel containers to the best
8 of its ability and will issue that estimation via RFP addendum.

9
10 Disposal

11
12 All collected garbage, including residuals from recycling processing, is delivered to the King
13 County disposal system pursuant to the City’s Amended and Restated Solid Waste Interlocal
14 Agreement with King County.

15
16 Administration

17
18 The City manages solid waste functions through the Solid Waste Division of the Public Works
19 Department. Staff administers collection contracts; interfaces with State, regional and local
20 agencies; develops and administers policy on solid waste as well as a range of conservation and
21 sustainability issues; develops strategic partnerships and programs; and coordinates related
22 outreach, marketing and education within the community.

23
24 The City’s Utility Billing Division in the Finance Department bills all residential and commercial
25 customers bimonthly for solid waste services. The City maintains all single-family residential
26 accounts and the contractor maintains multifamily/commercial accounts. The Contractor
27 provides multifamily/commercial billing information to the City at regular intervals to coincide
28 with the City’s billing cycles.

29
30 Proposal Form 2 provides a listing of the base service levels and alternatives for the new Contract
31 and customer counts (where available) for services provided under the current solid waste
32 collection system.

33
34 **1.3 GENERAL TERMS**

35
36 **1.3.1 General Scope of the New Contract: Base Proposal**

37
38 The City is requesting Proposals from qualified Proposers for solid waste collection services
39 (“Services”) within the Service Area. These Services include: garbage, recyclables and
40 compostables collection for all sectors; the disposal of all garbage through the King County
41 Transfer System; and the processing and marketing of collected recycling and compostables.

42
43 The Contractor selected as a result of this RFP process shall be responsible for all aspects of the
44 contracted-for Services, including but not limited to providing equipment, labor, supervision and

1 supplies necessary to perform the Services. The Contractor shall be responsible for providing
2 carts, detachable containers and drop-boxes necessary for all collection services to customers in
3 the Service Area. In addition, the selected contractor shall assist the City in the production and
4 distribution of public information about recycling, collection schedule changes (such as holiday
5 hours) and the promotion of new collection services. Although the Contractor will have primary
6 responsibility for all customer materials (subject to prior City review), the City may choose to
7 develop some materials for the Contractor to print and distribute to customers.

8
9 The Contractor shall be responsible for providing customer service functions relating to service
10 delivery, including informing customers of potential service levels and charges, receiving and
11 resolving customer complaints, dispatching Drop-box Containers and special collections, and
12 referring billing questions to the City. The City will prepare and send out bills to its residential
13 and commercial customers. The Contractor shall handle all multifamily and commercial billing
14 requests, including change of ownership (closing accounts, opening new accounts) and change
15 of service levels. The Contractor shall accurately manage and communicate the multifamily and
16 commercial customer service levels and billing information database. The Contractor shall
17 submit a complete list of customers, their service addresses, and levels of service in a monthly
18 electronic download to the City for incorporation into the City’s billing system.

19
20 The City intends to procure, at a minimum, those Services required as part of the Base Proposal
21 for the collection system and other services as described in the Base Contract. Proposers
22 responding to this RFP shall provide Proposals that meet the requirements of this RFP, including
23 the Base Proposal requirements as such are set forth in the Base Contract, attached to this RFP
24 as Appendix A. The description set forth in this RFP Section 1.3.1 is a general description and
25 summary of the City’s requested Services and shall not be the basis for any dispute over the City’s
26 requirements for either its (1) its Base Proposal or (2) selection of a Contractor. The specific Base
27 Contract provisions for the Base Proposal are not repeated in this RFP. Proposers must carefully
28 review the Base Contract for specific requirements.

29
30 **1.3.2. Alternatives**

31
32 The City has also identified a number of collection and price escalation alternatives for which it
33 seeks pricing. Directions for presenting costs for these alternatives are provided in the Form 2
34 instructions in Section 3 of this RFP. Note that omitting pricing from one or more alternatives
35 may result in disqualification of the Proponent’s Proposal in the discretion of the City.

36
37 **SECTION 2: INSTRUCTIONS TO PROPOSERS**

38
39 **2.1 DEFINED TERMS**

40
41 Terms used in these Proposal Documents that are defined in the RFP and/or Base Contract have
42 the meanings assigned to them therein.

- 1 • “Base Contract” means the Comprehensive Garbage, Recyclables and Compostables
2 Collection Contract, to be entered into by the City and the Selected Proposer(s) after
3 completion of the RFP process. A copy of the Base Contract is attached to this RFP in
4 Appendix A.
5
- 6 • “Base Proposal” means the proposal submitted by a Proposer based on the Base Contract
7 and that meets the requirements of the RFP.
8
- 9 • “City” means the City of Kirkland, a municipal corporation of the State of Washington.
10
- 11 • “Contract” means the contract executed by the City and the Selected Proposer for the
12 Services consisting of the Base Contract together with any approved exceptions and any
13 amendments related to alternatives selected by the City.
14
- 15 • “Contractor” means the Selected Proposer that has entered into the Contract with the City
16 related to the Services.
17
- 18 • “Day” or “Days” means calendar days unless otherwise specified.
19
- 20 • “Proposer” means a vendor that submits a Proposal to the City in response to this RFP.
21
- 22 • “Proposal” means a formal response to the RFP submitted by a Proposer to the City. A
23 Proposal is considered a “Responsive Proposal” if it includes all necessary documents,
24 information, security, rates, and proposed modifications to the Base Contract in compliance
25 with the RFP.
26
- 27 • “Proposal Documents” include the Advertisement for Proposals and the Request for
28 Proposals, including the Information for Proposers, the Instructions to Proposers, the
29 Proposal Forms and the Base Contract, together with any attached or referenced appendices,
30 exhibits and addenda.
31
- 32 • “RFP” means these procurement documents.
33
- 34 • “Selected Proposer” means the Contractor to whom the City makes an award as provided in
35 the Award of Contract section of these Instructions to Proposers.
36
- 37 • “Service Area” means the area within the incorporated boundaries of Kirkland specified as
38 the Contractor’s service area.
39
- 40 • “Services” means all collection and processing services and associated functions addressed in
41 the Base Contract, including any changes made to the Contract in its executed final form.
42

1 **2.2 COPIES OF PROPOSAL DOCUMENTS**

2
3 Complete sets of the Proposal Documents shall be used in preparing Proposals, which Proposal
4 Documents may be obtained by written request from the Project Manager:

5
6 John MacGillivray, Solid Waste Programs Supervisor
7 City of Kirkland Public Works
8 123 Fifth Avenue
9 Kirkland, WA 98033
10 E-mail: JMacGillivray@kirklandwa.gov

11
12 In making copies of the Proposal Documents available, the City does so only for the purpose of
13 obtaining Proposals on the Services and does not confer a license or grant for any other use of
14 these documents.

15
16 **2.3 EXAMINATION OF PROPOSAL DOCUMENTS**

17
18 It is the responsibility of each Proposer to do the following before submitting a Proposal:

- 19
20 • Carefully review the Proposal Documents during the pre-release industry review period and
21 inform the City in writing of any questions, comments or objections to any document or
22 portion of the Proposal Documents, including but not limited to the Base Contract
23 requirements. Proposers shall include in such objections any terms of the Base Contract that
24 the Proposer is unable to meet and/or terms that the Proposer believes are preferential to a
25 particular prospective Proposer.
26
27 • **Notify the City in writing of the Proposer’s interest in this RFP and provide the name, e-**
28 **mail address and phone number of the contact person to whom RFP addenda and related**
29 **information should be directed.** An e-mail to the City’s contact person listed in Section 2.2
30 shall be considered written notice for purposes of this Section 2.3. The City shall not
31 provide addenda or other information to any Proposer that has not provided written notice
32 as required pursuant to this Section 2.3.
33
34 • Carefully examine all of the Proposal Documents and any related attachments.
35
36 • Become familiar with local conditions that may affect costs, implementation, progress,
37 performance or the furnishing of the services or equipment required under the Base
38 Contract.
39
40 • Consider federal, state and local laws, statutes, ordinances, regulations and other applicable
41 laws, executive orders and/or guidelines (“Laws”) that may affect costs, implementation,
42 progress, performance or furnishing of the services or equipment required under the Base
43 Contract, including, but not limited to, applicable regulations concerning: industry wage
44 rates; nondiscrimination in the employment of labor; minority- and women-owned business

1 or disadvantaged business enterprise requirements; protection of public and employee
2 safety and health; environmental protection; protection of natural resources; fire
3 protection; emergency preparedness; solid waste handling facility standards and permits;
4 and other permits, taxes and fees.
5

- 6 • Submit any questions concerning the Proposal Documents in writing to the City pursuant to
7 Section 2.4 so that the questions may be answered in an addendum to be issued by the City
8 to all Proposers.
9
- 10 • Notify the City in writing of any conflicts, errors, omissions or discrepancies in the Proposal
11 Documents.
12
- 13 • Obtain all required signatures on the Proposal Forms.
14

15 Before submitting a Proposal, each Proposer shall, at the Proposer's own expense, make or
16 obtain any additional examinations, investigation, research and studies, and obtain any
17 additional information and data that may affect costs, implementation, progress, performance
18 or furnishing of the services or equipment required under the Base Contract and selected
19 alternatives, and that the Proposer deems necessary to determine its Proposal.
20

21 Proposers are expected to be knowledgeable about the Service Area, to understand Kirkland's
22 terrain, streets and alleys, and to be knowledgeable concerning the locations for cans, carts,
23 detachable containers and other receptacles used for garbage, recycling and compostables
24 collection. Proposers are also expected to confirm and assure to the City's satisfaction that their
25 equipment and personnel can make the collections and provide the Services called for under the
26 Base Contract.
27

28 Finally, Proposers are expected to be knowledgeable about customer service, service standards,
29 complaint resolution, quality management, applicable Kirkland Municipal Codes, and other
30 matters necessary to ensure and provide high quality customer service throughout the term of
31 the Contract.
32

33 **2.4 INTERPRETATIONS, SCHEDULE AND ADDENDA** 34

35 All questions concerning the meaning or intent of the Proposal Documents and notifications
36 concerning any conflicts, errors, omissions or discrepancies in the Proposal Documents are to be
37 directed, in writing, to the contact person specified in Section 2.2.
38

39 **Questions must be received by 4:30 PM PST on April 5, 2021**, in order to be considered. The
40 City may, at its option, allow a second round of questions after that date, but questions may be
41 limited to clarifications on answers provided during the first round of questions. The City will
42 answer all questions on or about April 12, 2021 via written addenda to this RFP to all Proposers
43 who have provided notice of its interest pursuant to Section 2.3. Proposers shall note receipt of
44 each addenda on the completed Form 5 (Certification) submitted with a Proposal. The City

1 reserves the right to modify the proposed Base Contract or any of the other Proposal Documents
2 prior to the receipt of Proposals with notice to parties that submitted a written notice and
3 request for Proposal Documents pursuant to Section 2.3.
4

5 Questions unresolved through the industry review process regarding interpretations of Base
6 Contract language or service/tonnage data provided shall be asked of the Project Manager by
7 Proposers in writing at this point in the process prior to 4:30 PM PST on April 5, 2021. The
8 Selected Proposer shall be expected to execute the proposed Base Contract as included in this
9 RFP, with only such amendments provided by the City via RFP addendum. The City is not required
10 to allow any other exceptions or other modifications to the Base Contract.
11

12 The City has set the following schedule for receipt and review of the Proposals. The City reserves
13 the right to modify this schedule if deemed necessary.
14

15 PROCESS SCHEDULE

17 Event	Time Frame
18 Draft RFP issued for industry review/comment period	February 1, 2021
19 Industry comments due	4:00 PM PST, February 22, 2021
20 Release Final RFP	March 17, 2021
21 Deadline for Proposer Questions	4:30 PM PST, April 5, 2021
22 Questions and Answers Posted	April 12, 2021
23 Proposals Due	3:00 PM PST, June 1, 2021
24 Proposal Evaluation, Interviews, Selection	May/June, 2021
25 Contract Award Recommendation to City Council	July, 2021
26 Contract Finalization with Preferred Proposer	July-August, 2021
27 City Executes Contract	September, 2021
28 Contractor Delivers Transition/Implementation Plan	October, 2021
29 Contract Implementation	October 2021-June 2022
30 Start of Collection Services	July 1, 2022

31
32 The submission of a Proposal shall constitute an incontrovertible representation by the Proposer
33 that the Proposer has complied with every requirement of these Instructions to Proposers, that
34 without exception the Proposal is premised on Proposer being able and willing to perform and
35 furnish the services, labor and equipment required by the Proposal Documents by such means,
36 methods, techniques, sequences or procedures as are required by the Proposal Documents, and
37 that the Proposal Documents are sufficient in scope and detail to indicate and convey
38 understanding of all terms and conditions for performance and furnishing of the services and
39 equipment required under the Base Contract.
40
41
42
43

1 **2.5 PROPOSAL SECURITY BOND**

2
3 Each Proposal shall be accompanied by a Proposal Security Bond (“PSB”) made payable to the
4 City of Kirkland in the amount of Fifty Thousand Dollars (\$50,000) and in the form of the Proposal
5 bond as provided in the Proposal Forms.

6
7 The PSB from the Selected Proposer shall be retained by the City until that Proposer has executed
8 the Contract and furnished insurance and a performance and payment bond as required pursuant
9 to the Contract, whereupon the PSB shall be released. If the Selected Proposer fails to execute
10 and deliver the Contract, as negotiated, and fails to deliver required Contract documents,
11 including proof of insurance, within one week after the Contract is finalized and ready for
12 execution, the City may withdraw its offer to contract with the Selected Proposer, and the PSB
13 of that Proposer may be forfeited in the discretion of the City.

14
15 In that event, the PSB of the Selected Proposer shall be retained as liquidated damages by the
16 City, and by submittal of a Proposal, the Proposer agrees that this sum is a fair minimum estimate
17 of the amount of damages that the City will sustain in the event that the Selected Proposer fails
18 to execute the Contract or furnish proof of insurance acceptable to the City. The City does not
19 waive its rights to recover additional damages it incurs above the PSB amount.

20
21 The PSB of other Proposers may be retained by the City until after (1) the Contract execution, or
22 (2) 180 days after the Proposal opening, whichever is earlier, whereupon the PSB furnished by
23 such Proposers shall be released. PSB with Proposals that are not found to be responsive shall
24 be returned no later than 60 days after the Proposal opening.

25
26 **2.6 CITY OF KIRKLAND INVESTIGATIONS AND PROCESS DECISIONS**

27
28 As part of the RFP evaluation process, the City reserves the right to do any one or a combination
29 of the following:

- 30
- 31 • Contact staff from other jurisdictions regarding their experiences with Proposer;
 - 32
 - 33 • Visit a Proposer’s facilities, including proposed processing facilities, and view proposed
34 vehicles and equipment;
 - 35
 - 36 • Meet the Proposer’s personnel, including interviewing the Proposer’s existing route,
37 operations, management, financial and customer services personnel during the
38 performance of their regular duties;
 - 39
 - 40 • Retain independent consultants for assistance in evaluating Proposals and provide proposal
41 materials to those consultants;
 - 42
 - 43 • Request clarification or additional information from a specific Proposer in order to assist in
44 the City’s evaluation of a Proposal;

- 1 • Require changes in the Base Contract that the City deems necessary;
- 2
- 3 • Decline to award a Contract for the Services as a result of this RFP process;
- 4
- 5 • Discontinue negotiations with the Selected Proposer or any Proposer, and commence
- 6 discussions with any other responsive Proposer;
- 7
- 8 • Withdraw the RFP and reject any or all Proposals;
- 9
- 10 • Not award the Contract to any or all Proposers and issue a subsequent request for bids or
- 11 request for proposals based on refinements of concepts proposed in response to this RFP or
- 12 otherwise; or
- 13
- 14 • Seek other investigations, inquiries, reviews or clarifications which would allow the City to
- 15 make informed decisions.
- 16

17 **2.7 PROPOSALS**

18

19 Each Proposer’s Proposal shall provide unit prices for all service levels indicated on the

20 appropriate Proposal forms. All Proposals shall be provided in year-2022 dollars. The Proposal

21 unit prices shall be used, in part, to determine the Selected Proposer as described in the Basis of

22 Award section of these Instructions to Proposers. All costs for which the Proposer expects to

23 receive payment as a result of the Services provided under the terms and conditions of the

24 Contract shall be included in the unit prices, unless otherwise specifically directed. Costs include

25 overhead and profit and non-itemized taxes, fees, or surcharges imposed by federal, state, or

26 local laws.

27

28 The data on the existing Services concerning number of customers and collection tonnages

29 should be viewed as the best available data accessible to the City and is presented solely as the

30 basis for calculations on which the award of the Contract will be made. Actual results

31 experienced during the operation of the System may differ.

32

33 **NOTE: Although the City requires mandatory solid waste collection services, it cannot provide**

34 **any guarantee as to the future number of customers that may utilize the Selected Proposer’s**

35 **services and may, per Kirkland Municipal Code 16.08.120-124, issue service exemption permits**

36 **to qualified applicants.**

37

38 By submitting a Proposal, the Proposer is committing to commencement of collection services

39 by **July 1, 2022**, and to complying with each term of the Contract and corresponding portion of

40 its submitted Proposal.

41 **2.8 PREPARATION OF PROPOSAL FORMS**

1 All blank spaces in the Proposal Forms shall be completed to be considered and **no changes shall**
2 **be made to any of the Proposal Forms.** If forms submitted by a Proposer are different than the
3 Proposal Forms, the City may deem the Proposal non-responsive.
4

5 The Proposal prices shall be inclusive of all costs of providing the services, labor and equipment
6 required under the Contract. The City may, at its sole discretion, deem any Proposal non-
7 responsive to the Base Proposal that contains omissions, erasures, alterations or additions of any
8 kind, uncalled for prices, mathematical errors, or any Proposal that in any manner fails to
9 conform to the conditions of this RFP.

10
11 The Proposer shall complete and sign its Proposal in ink or with an electronic signature, in each
12 case meeting applicable requirements of state law and City policy, in the blank space provided
13 and all names shall be typed or printed below the signature, along with evidence that the
14 Proposer is a duly organized and validly existing business, licensed to do business in the City and
15 Washington State. If not licensed, then the Proposer shall provide a sworn statement that it will
16 become licensed if selected as the Successful Proposer prior to executing the Contract. The legal
17 name of the Proposer submitting the Proposal shall be typed or printed in the space provided at
18 the bottom of each page of the Proposal Forms. Proposals by corporations shall be executed in
19 the corporate name by the president or a vice-president (or other corporate officer accompanied
20 by evidence of authority to sign). Proposals by Limited Liability Company ("LLC"), partnerships
21 or other entities shall be executed in the LLC or partnership name and signed by a managing
22 member or partner, whose title shall appear under the signature.
23

24 If the signature is by an agent other than an officer of a corporation or a member of an LLC,
25 partnership or other entity, a notarized power-of-attorney or board resolution (or equivalent if
26 different in the case of partnerships and limited liability companies) shall be on file with the City
27 prior to the opening of Proposals or shall be submitted with the Proposal; otherwise, the Proposal
28 may be deemed non-responsive.
29

30 **2.9 SUBMISSION OF PROPOSALS**

31
32 Complete Proposals shall be submitted no later than the time and at the place indicated in
33 Section 2.4 and delivered to the Purchasing Agent, City of Kirkland, 123 5th Avenue, Kirkland, WA
34 98033. Proposals must be enclosed in a sealed package, marked with the words "PROPOSAL
35 ENCLOSED - CITY OF KIRKLAND SOLID WASTE COLLECTION" and marked so as to indicate, without
36 being opened, the name and address of the Proposer. City staff will stamp the date and time of
37 receipt on the sealed package. Proposals must be accompanied by the PSB and all other required
38 Proposal documents, including completed Proposal Forms. In the event Kirkland City Hall remains
39 closed due to the pandemic, Proposers are encouraged to make an appointment with the
40 Purchasing Agent to deliver and submit proposals. An appointment can be scheduled by calling
41 (425) 587-3123 or emailing jgewin@kirklandwa.gov.
42
43

1 **2.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

2
3 2.10.1. Process

4
5 Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be
6 modified or withdrawn by written notice to the City. The Proposer shall provide such notice in
7 writing to the City contact shown in Section 2.2 and shall include the signature of the Proposer.
8 Notice of a Proposal modification or withdrawal shall only be considered by the City if the City
9 actually receives it before the time and date set for receipt of Proposals. A late modification or
10 withdrawal request shall not be recognized, and the City shall consider the originally submitted
11 Proposal.

12
13 **2.11 PROPOSAL EVALUATION**

14
15 2.11.1 Evaluation Criteria

16
17 The City’s Proposal Evaluation Team shall review proposals based on the following criteria:

18
19 *(1) Responsiveness/Completeness (pass/fail)*

20
21 Each Proposal will be reviewed based on responsiveness to the information required. All forms
22 shall be completed, all questions answered, and all information supplied in the format requested.
23 The City may disqualify any Proposer not meeting these initial requirements. Proposers meeting
24 these initial criteria nevertheless may be contacted by the City to provide specific clarifications.

25
26 *(2) Minimum General Qualifications (pass/fail)*

27
28 Proposers shall submit all information related to their ability to successfully perform the work
29 described in the RFP and Base Contract, including a full and complete response to items A through
30 F in Section 3.1 of this RFP. Proposers who do not fully respond to all questions, who do not
31 clearly outline their proposed services, equipment and approaches, and/or who fail to clearly
32 demonstrate their ability to perform under the Base Contract may be determined to “Fail”
33 meeting the Minimum General Qualifications.

34
35 *(3) Rate Evaluation (60 points)*

36
37 The rate evaluation will be conducted as described under the “Process” section in Section 2.11.2.

38
39 The rate portion of Proposals shall be scored according to the following formula:

40
41 Subject Proposal Rate Score = (Lowest Proposal Rate Total/Subject Proposal Total) x 60 points

42
43 *(4) Qualitative Elements (40 points)*

1 Proposers shall have demonstrated knowledge, skills, creativity, experience and capacity to
2 design, deliver, manage and improve all aspects of customer service, operations, maintenance,
3 outreach and education, marketing, procurement, financial management, contingency planning,
4 sustainability performance and all other aspects associated with the provision of services under
5 the proposed Base Contract.

6
7 Proposers may be evaluated on the basis of Proposals submitted, as well as references,
8 interviews with Proposer staff and site visits. Evaluation shall be based upon a number of factors,
9 which include, at the City's discretion, any one or more of the following:

10
11 *A) Customer Service*

12
13 Customer service elements shall be reviewed and may be evaluated with respect to the following
14 items:

- 15
16 • Demonstrated customer service capacity, abilities and quantitative and qualitative
17 evaluation measures (e.g. the number of representatives designated for the City,
18 ring/hold time data, speed to answer by human representative);
- 19
20 • Ability to efficiently and effectively interface with the City's utility billing system;
- 21
22 • Proposed local customers service opportunities, including stand-alone sites or
23 partnerships with other businesses and institutions;
- 24
25 • The existence of formal, written training materials and frequency of customer service
26 representative training;
- 27
28 • Proven strategies and demonstrated experience with minimizing customer and City
29 complaints related to missed pick-ups, damaged or misplaced containers, billing issues
30 and other common customer and City complaints;
- 31
32 • Demonstrated responsiveness and expedient resolution of customer and City complaints;
- 33
34 • Demonstrated ability to provide a timely and efficient transition to a new contractor
35 services with minimal impact to customers;
- 36
37 • Ability to establish and maintain a customer service-oriented web site;
- 38
39 • Demonstrated ability to implement innovative customer service technologies;
- 40
41 • Demonstrated ability to effectively and efficiently address service disruptions, inclement
42 weather events or other emergent circumstances; and
- 43

1 B) *Contract Implementation and Compliance*

2
3 Contract implementation and compliance elements shall be reviewed and evaluated with respect
4 to the following items:

- 5
- 6 • The extent to which a transition is necessary and expected customer impacts;
- 7
- 8 • Procedures, protocols and approach for verifying compliance with contract conditions and
9 past performance on municipal contracts, including any violations or performance fees
10 that were required to be paid by Proposer;
- 11
- 12 • Contract compliance and demonstration of meeting and/or exceeding customer and City
13 service expectations based on interviews with client cities;
- 14
- 15 • Demonstrated ability to work with client cities, agencies and others in the effective
16 delivery and implementation of services or programs;
- 17
- 18 • Policies and procedures for tracking and documenting services, including customer
19 account information, reporting, allocating costs, tonnages, etc.; and
- 20
- 21 • Demonstrated ability to respond to and address customer service, operations or other
22 issues or requests in a timely and effective manner.
- 23

24 In addition, Proposers shall be evaluated on their demonstrated ability (as confirmed in part by
25 municipal clients) to work with municipal staff and successfully conduct good faith negotiations
26 for performance reviews and required contract modifications such as service adjustments,
27 unanticipated rate adjustments and/or contract extensions.

28
29 C) *Diversion Approach, System Design and Operations*

30
31 Diversion approach, system design and operations elements will be evaluated with respect to the
32 following items:

33
34 Operations

- 35
- 36 • Ability and established procedures and/or policies to maintain and operate a fleet of
37 collection vehicles, including back-up vehicles, and containers in a clean, safe, sanitary
38 and proper working condition;
- 39
- 40 • Demonstrated ability to deliver, exchange and remove customer containers in a timely,
41 reliable and efficient manner, including the roll-out of new services or container options;
- 42

- 1 • Ability to effectively and reliably communicate between fleet vehicles and customer
2 service staff in order to address service and other on-route issues;
3
- 4 • Demonstrated plans for and resources to provide contingency services in the event of
5 equipment failure, loss of recycling processing, composting or municipal solid waste
6 disposal capabilities or capacity, inclement weather, strike or other emergent or
7 unexpected circumstances during the term of the Contract;
8
- 9 • Approach to oil and effluent or other hazardous material spill response;
10
- 11 • Proven strategies to minimize service disruptions and customer issues such as “misses,”
12 inclement weather, emergent circumstances and customer exceptions (i.e. extras,
13 recyclable materials preparation, additional services, special populations, etc.);
14
- 15 • Ability to implement alternative routing technologies and other emerging technological
16 innovations to improve collection efficiency; and
17
- 18 • Approach to handling short- and long-term emergency or inclement weather events (i.e.
19 two consecutive missed collection days.
20

21 Recycling and Compostables Collection, Processing and Education
22

- 23 • The range of recyclables accepted beyond the minimum specified in the Base Contract;
24
- 25 • The range of materials accepted by the Proposer’s selected recyclables and compostables
26 processing facilities and that facility’s acceptance policies and contingencies for handling
27 a wide range of post-consumer feedstocks;
28
- 29 • Proposer’s approach to monitoring collected recyclable or compostable materials and
30 providing feedback to Customers on contamination levels;
31
- 32 • Proposer’s demonstrated strategies and proposed approach to management and
33 reduction of contamination in inbound recycling and compostable streams over the term
34 of the Contract;
35
- 36 • The proposed approach for monitoring inbound recyclable loads, residuals from
37 processing and out-throws, and prohibitives in outbound processing loads;
38
- 39 • The quality of recycling education and promotional materials developed solely by the
40 Proposer and Proposer’s ability to clearly explain how to participate under a fully
41 commingled recycling system;
42

- 1 • Proposer’s approach to conducting multi-family outreach, assistance and implementation
2 of both recycling and compostables improvements;
3
- 4 • The quality of promotional materials supplied with carts and Proposer’s ability to clearly
5 explain how to participate under a commingled organics collection program; and
6
- 7 • Proposer’s ideas and demonstrated ability to provide educational and promotional
8 support to maximize diversion, improve customer service, and reduce contamination
9 under expanded recycling and compostables collection programs.

10
11 In addition, Proposers shall be evaluated on the basis of their proposed transition and
12 implementation plan as described in Section 3 of this RFP, including completeness, rationale and
13 schedule of customer information, promotion and notification, customer service, procurement
14 and delivery of vehicles, containers and other equipment, contingency plans and other
15 considerations which ensure a successful transition and implementation of the Services
16 consistent with the start of collection services.

17
18 The customer service and operations approach, demonstrated ability, and references portion of
19 Proposals shall be assessed a qualitative score of up to 40 points based upon one or the factors
20 listed above. Scores may be assessed based upon a comparison to other Proposals or on a stand-
21 alone basis. While the City’s Proposal Evaluation Team will review and score this portion with
22 careful consideration of the selected factors, they are not required to provide any justification
23 (written or otherwise) for the scores assessed to this portion of the Proposal.

24 25 2.11.2 Process

26
27 During the initial round of review, Proposals will be reviewed by a Proposal Evaluation Team
28 selected by the City. Proposals shall be evaluated in two phases: (1) a qualitative review and
29 scoring of Proposal elements other than price, including the overall quality of the elements of
30 the proposal, reference checks, interviews and site visits; and (2) scoring of the rate portion of
31 the Proposals. The City’s Proposal Evaluation Team will then combine qualitative and rate
32 scores to determine the scoring to identify the recommended Selected Proposer.

33
34 The Proposal Evaluation Team will recommend the Selected Proposer to City Council. Upon
35 City Council approval of a Selected Proposer, the Contract finalization shall proceed with the
36 Selected Proposer. If Contract finalization with the Selected Proposer is not successfully
37 concluded in a timely manner in the judgment of the City, Contract finalization may proceed
38 with another Proposer. The resulting finalized Contract will then be submitted to City elected
39 officials for review and ratification.

40
41 The City reserves all of its rights, including, but not limited to, the right to reject any and all
42 Proposals, to waive any and all informalities, and to disregard any non-conforming, non-
43 responsive, irregular, or conditional Proposals, and to seek proposal clarifications as needed. In
44 addition, the City reserves the right to reject the Proposals of any and all Proposers if the City

1 believes that it would not be in the best interest of the City to make an award, whether because
2 the Proposal is non-responsive, because the Proposer is not found to be responsible or fails to
3 meet any other pertinent standard or criterion established by the City, or whether it is otherwise
4 not in the best interest of the City. In addition, the City reserves the right to terminate the RFP
5 process at any time and for any reason.
6

7 **2.12 SERVICES START DATE**

8
9 The Contractor/Selected Proposer shall start the Services under the Contract on July 1, 2022.
10

11 **2.13 PUBLIC DOCUMENTS AND DISCLOSURE**

12
13 Once submitted to the City, proposals shall become the property of the City, and all proposals
14 shall be deemed a public record as defined in the chapter 42.56 RCW, the Public Records Act. Any
15 proposal containing language which copyrights the proposal, declares the entire proposal to be
16 confidential, declares that the document is the exclusive property of the proposer, or is any way
17 contrary to state public disclosure laws or this RFP, could be removed from consideration. The
18 City will not accept the liability of determining what the proposer considers proprietary or not.
19 Therefore, any information in the proposal that the proposer claims as proprietary and exempt
20 from disclosure under the provisions of RCW 42.56.270 must be clearly designated as described
21 in the "Proprietary Material Submitted" section above. It must also include the exemption(s)
22 from disclosure upon which the proposer is making the claim, and the page it is found on must
23 be identified. With the exception of lists of prospective proposers, the City will not disclose RFP
24 proposals until a bid selection is made. At that time, all information about the competitive
25 procurement will be available with the exception of: proprietary/confidential portion(s) of the
26 proposal(s), until the proposer has an adequate opportunity to seek a court order preventing
27 disclosure. The City will consider a proposer's request for exemption from disclosure; however,
28 the City will make a decision predicated upon RCW 42.56 but endeavor to provide timely third-
29 party notice to a Proposer affected by a public records act request.
30

31 **2.14 DISCLAIMER OF COSTS**

32
33 The City shall not be responsible for any costs incurred by any Proposer or agents thereof in
34 preparing, submitting, or presenting its response to the RFP, interview process, or by
35 accommodating any City inquiries made during the evaluation of Proposals, or any expenses
36 incurred in connection with the finalization and execution of the Contract.
37

38 **2.15 INSTRUCTIONS FOR SUBMITTING A RESPONSIVE PROPOSAL**

39 2.15.1 Obtain Proposal Documents

40
41
42 Send an e-mail request for (1) the Proposal Documents, and (2) confirmation of a mailing and e-
43 mail address for the City to direct addenda and other RFP-related communications. The City
44 contact's email address is listed in Section 2.2 of this RFP.

1 2.15.2 Conduct Investigation Deemed Necessary

2
3 Each Proposer shall conduct any investigation of the Service Area, projected customer counts,
4 types and quantities of customer-owned equipment, markets, processing facilities and other
5 conditions deemed necessary by the Proposer to submit a responsive Proposal.

6
7 2.15.3 Submit Responsive Proposal

8
9 **Complete Proposals shall be submitted no later than 3:00 pm PST on June 1, 2021**, and shall
10 be enclosed in a sealed package, marked with the words "PROPOSAL ENCLOSED: CITY OF
11 KIRKLAND SOLID WASTE COLLECTION" and marked so as to indicate, without being opened, the
12 name and address of the Proposer. Proposals shall be accompanied by an envelope containing
13 the PSB and all other required Proposal documents, including completed Proposal Forms.
14 Proposals can be mailed or delivered to:

15
16 Purchasing Agent
17 City of Kirkland
18 Attn: Jay Gewin - Job #01-21-PW
19 123 5th AVE
20 Kirkland, WA 98033

21
22 Proposers shall submit **seven copies**, printed and double-sided, of the Proposal Forms and other
23 supporting documents. Please do not bind the Proposal Forms and supporting documents. The
24 Proposal and all Proposal Forms shall be signed by an authorized person where indicated, and a
25 person, with title, address, telephone number and e-mail address, whom the City may contact,
26 shall be identified. **In addition to the printed copies, Proposer shall provide an identical
27 electronic copy (.PDF format) of its entire proposal (minus bound corporate publications such
28 as annual reports) in electronic format on a USB flash drive submitted together with the printed
29 Proposal package.**

30
31 The City seeks concise Proposals that outline the equipment and facilities the Contractor intends
32 to use to provide services and indicate that the Proposer has sufficient depth and experience.
33 Please do not attach unnecessary vendor information, letters of support or other extraneous
34 materials.

35
36 **2.16 PROCESS INTEGRITY REQUIREMENTS**

37
38 Each Proposer is individually and solely responsible for ensuring compliance with the following
39 Process Integrity Requirements. This responsibility extends to Proposer's employees, agents,
40 consultants, attorneys, lobbyists, or other parties or individuals engaged for purposes of
41 developing or supporting Proposer's Proposal or proposed services. Proposers shall comply as
42 follows:

- 1 • All solid waste collection-related communications with the City shall be only through the
2 City’s designated staff contact identified in Section 2.2. Proposers or their agents shall
3 not contact other City staff, appointed or elected officials, consultants retained by the
4 City or other City agents regarding current or future solid waste collection services from
5 the time the RFP is posted publicly on the City’s website until the time a finalized Contract
6 and/or staff recommendation of Selected Proposer is forwarded to the City Council and
7 is made public in the City Council’s Agenda Packet.
8
- 9 • When seeking information from the City to prepare a response, Proposer shall place its
10 reliance only on information, RFP materials and Addenda provided by the City’s contact
11 designated in Section 2.2. Any reliance on other City information and publications may
12 result in a non-responsive Proposal due to the possibility of inaccurate, incomplete or
13 unfairly gained information. The City shall not be liable or responsible for inaccuracies or
14 incomplete information found outside of the RFP, and Proposal Documents, including any
15 attachments.
16
- 17 • Any information and materials to be utilized by the City during the Proposal evaluation
18 and selection process shall be included as part of the original Proposal. The only
19 exception would be for information or materials submitted in response to a specific
20 request for Proposal clarification from the City’s designated staff contact identified in
21 Section 2.2.
22

23 A Proposer shall be disqualified and shall forfeit its PSB if the City determines the Proposer has
24 failed to comply with the specific Process Integrity Requirements, has undermined the City’s
25 intention of conducting a fair and transparent competitive process based on the specified
26 evaluation criteria, or has otherwise substantially diminished the City’s ability to award a Contract
27 in a timely and fair manner. The City reserves the sole right to disqualify any Proposer at any
28 point in the process prior to Contract award for failure to comply with the Process Integrity
29 Requirements. The City also reserves the right to disqualify any Proposer, at any time, for fraud,
30 any material misrepresentation, illegal conduct, or any other serious act or omission.
31

32 **SECTION 3: PROPOSAL INSTRUCTIONS AND FORMS**

34 **3.1 Proposal Preparation Guidelines and Format**

35
36 These instructions provide guidelines governing the formation and content of the Proposal and
37 the approach to be used for its development and presentation. The intent of this section is to
38 describe the Proposal format and requested information that are essential to an understanding
39 and evaluation of the proposed system. The inclusion of any additional pertinent data or
40 information by the Proposer is recommended. Inclusion of general letters of support are not
41 useful to the City when evaluating Proposer’s capabilities and abilities to perform under the
42 Contract and are discouraged.
43

1 Proposals shall be stapled or provided in a three-ring binder, sealed, typed and prepared on both
2 sides of 8-1/2" by 11" recycled paper. Oversized documents may be submitted, but they must
3 be folded to size and secured in the Proposal. All pages of the Proposals shall be numbered and
4 sections clearly identified.

5
6 The Proposal and all attachments shall be complete and free of ambiguities, alterations and
7 erasures. The Certification of Proposal – Declaration of Understanding (Form 5) shall be executed
8 by Proposer or Proposer's duly authorized officer or agent. In the event of a conflict between
9 words and numerals, words shall prevail.

10 The City does not require financial statements to be provided as part of Proposal submittals.
11 However, the City reserves the right to request supplemental materials from Proposers to
12 demonstrate to the City's satisfaction that any Proposer is fully capable to undertake this
13 Contract and its associated Services.

14
15 The Proposal shall follow the format outlined below and shall include the required content in
16 sequential format.

17
18 **A. Executive Summary**

19
20 Provide a brief overview of the entire Proposal and highlight the key aspects of the Proposal
21 (maximum six (6) pages).

22
23 **B. Management and Qualifications**

24
25 **B.1 Proposer**

26
27 State the name of your entity, home office address, Washington business address, Washington
28 agent's name, address, e-mail address and telephone number, and the name, address, phone
29 number, fax number, e-mail address, website address and title of the person to be contacted
30 concerning the Proposal. If Proposer is a subsidiary, state the name of the parent company, the
31 home office address, telephone number and website address of the parent company, and
32 describe the parent company's relationship to the Proposer. State whether the person signing
33 the Proposal has the authority to sign on behalf of Proposer. State also the names of companies
34 that will share significant and substantive responsibilities with you, as joint venture partners or
35 in another manner, in performing under the Contract. Include documentation that Proposer is
36 duly organized and validly existing business in good standing and licensed to do business in the
37 City of Kirkland. If Proposer is not licensed to do business in the City of Kirkland, then the
38 Proposer shall provide a sworn statement that it will become licensed if selected as the Successful
39 Proposer prior to executing the Contract.

40
41 **B.2 Resumes**

42
43 Supply the names and resumes of the principal officers, partners or other officials of each entity
44 involved in performing substantive responsibilities required under the Contract and provide the

1 names and resumes of the individuals who will be directly responsible for implementation of the
2 Contract. At a minimum, include the general manager, operations manager(s), financial officer,
3 education and customer outreach manager, customer service manager(s) and other personnel
4 with whom the City will have regular contact with during the administration of the Contract.
5 Describe the ownership, managerial and/or fiduciary role of each of the participating companies.
6 Include the names, entity affiliation, telephone numbers and e-mail addresses of key individuals
7 integrally involved in the Proposal. Provide an organizational chart or other means of explaining
8 the interrelationships between the team members.

9 10 B.3 Litigation and Violations

11
12 List any entity, partner, holding company or subsidiary involved in the Proposal, or any
13 corporate officer, that has been involved within the past five years in any litigation or
14 arbitration, including but not limited to any action or claim arising out of (1) the procurement or
15 performance of a municipal solid waste contract; (2) the performance of a processing or
16 marketing contract; (3) the violation of state or federal anti-trust laws; (4) allegations of unfair
17 or corrupt practices; or (5) the violation of operating permits and other operating
18 requirements, including local, state and federal rules or regulations. In the case of national
19 companies with multiple affiliated regional companies, the above disclosure should be limited
20 to Pacific Northwest (Washington, Oregon, Idaho and British Columbia) operations and
21 personnel. Explain details fully with copies of any pleadings and/or settlement papers. In the
22 event that disclosure is limited by court authorized non-disclosure provisions, then general
23 circumstances shall be described to the extent authorized by the non-disclosure provisions.

24 25 B.4 Subcontractors

26
27 List all items of work or elements of the Services to be performed by subcontractors, and the
28 names, qualifications and resumes of the subcontractors. Also, list the equipment and supplies
29 to be purchased from Proposers. Provide an estimate of cost, expected time of purchase, and
30 length of time necessary for delivery for each of the items.

31 32 B.5 Experience

33
34 Describe fully the experience of your team (both individuals and the corporate, partnership or
35 entity team) in providing the Services requested in this RFP. Describe similar projects and include
36 the scope of services (including a summary of which collection and/or processing services were
37 covered by the contract), annual revenues, tonnages and number of customers. Describe any
38 major problems encountered in establishing service or collecting, processing, or marketing
39 recyclables or compostables. Provide references (including contact name, title, organization,
40 mailing address and contact information) for all similar projects described. References should
41 have direct operational management responsibility of Proposer's contract and full knowledge of
42 Proposer's detailed performance under that contract. These references will generally be local
43 government staff, rather than elected officials.

1
2 **C. Collection and Management Operations**

3
4 C.1 Garbage, Recycling and Compostables Collection and Handling

5
6 Describe fully the collection equipment and containers to be used under the Base Contract,
7 keeping in mind the Base Contract specifications for the collection frequency, types of containers,
8 and the City's intention that garbage, recyclables, and compostables be collected separately.
9 Identify the chassis and body used to collect residential, commercial, multifamily and drop-box
10 service sectors. Also identify for each type of truck: the number of compartments, the capacity
11 of each compartment, total weight and volume capacity of vehicle, loading and unloading
12 characteristics, the number necessary to perform the required Services, the average number of
13 collections each vehicle can make in a day, and the useful expected life of each collection vehicle.
14 Describe how each vehicle will be marked or signed so that witnesses to spills, leakage, and/or
15 damage may quickly report such occurrence.

16
17 Describe any innovative and propriety technologies designed to improve collection operations
18 and customer service to be implemented at the beginning of the Contract. Examples of new
19 technologies could include, but are not limited, to electric fleets, use of renewable natural gas,
20 real-time customer notification of extra material charges, special on-board routing technologies,
21 on-board cameras, RFID tags on carts, contamination identification tools, remote container
22 fullness monitoring, and other customer notification innovations.

23
24 Identify any subcontractor used for container inventory management and delivery, container
25 painting and labelling, and spill response and abatement services.

26
27 Describe and provide examples of your route management system. Describe how routes are
28 initially developed and modified over time, how your on-board computer systems manage route
29 progress, route changes, exceptions (no set-out, blocked containers, contaminated materials,
30 extra set-outs, etc.) and diversions from normal routes due to road maintenance, inclement
31 weather or other unforeseen needs to deviate from the planned route. Also describe how the
32 on-board system communicates with your call center's account system to provide close-to-real-
33 time updates for each customer during the collection day.

34
35 Identify the destination for all collected materials. If more than one recycler or composter will be
36 used, identify the proportion of loads destined for various destinations and the criteria for routing
37 trucks to a particular facility.

38
39 Provide your preferred Contamination Reduction Plan, including thresholds for tagging and
40 collecting versus tagging and leaving containers or removing containers due to chronic
41 contamination. At what point is the customer contacted directly via phone or e-mail to follow-up
42 on continuing problems? How do you plan to monitor containers, on-route or separate sampling?
43 When is service suspended and containers removed from the Customer's control? How do they

1 get service back? Are customers provided incentives for clean materials? Does the Contamination
2 Reduction Plan approach vary between sectors, and if so, how?
3

4 Describe fully your proposed recycling processing facility, including location, hours of operation,
5 processing capability per hour and per day by material type, tons of material currently processed
6 per day by material type, additional processing capacity committed to in the future by material
7 type, and the amount of that capacity needed to process the recyclables collected under the Base
8 Contract. Specifically address how commingled materials are currently processed and the
9 average rejection or contamination rate experienced by your firm or contracted processor.
10 Describe how your processing facility chooses recycling markets and ensures that collected
11 materials are remanufactured into new products rather than high-graded and partially recycled
12 or used as fuel. Identify your preferred market adjustment index or indices and your preferred
13 adjustment period. If your proposed recycling processing facility is planned, but does not
14 currently exist, please identify a fully permitted and operational facility that could serve as your
15 primary facility if your proposed facility is unavailable at the start of the Contract.
16

17 Describe fully your proposed compostables processing facility, including location, hours of
18 operation, processing capability per hour and per day, tons of material currently processed per
19 day, additional processing capacity committed to in the future, and the amount of that capacity
20 needed to process the compostables collected under the Base Contract. If your proposed
21 composting facility is planned, but does not currently exist, please identify a fully permitted and
22 operational facility that could serve as your primary facility if your proposed facility is unavailable
23 at the start of the Contract.
24

25 Identify the operator, location, structures, and zoning of your proposed maintenance and
26 support facilities. Provide the number of repair bays available at the facility and maintenance
27 staffing levels (i.e., mechanics and assistants) dedicated to Services under this Contract. Provide
28 the total number of trucks maintained at the site for all Proposer operations, as well as the
29 number of trucks and spares dedicated to the Contract.
30

31 The City actively works to protect its water resources, including surface and groundwater. It is
32 essential that all containers do not leak, have tight fitting lids that close, and that they are *always*
33 closed after servicing. What steps do you propose to ensure these requirements are met?
34 Similarly, leaking compactors can pollute surface water and it is critical to the City that
35 compactors not leak during operation, or during or after servicing. What specific steps do you
36 propose to prevent pollution from compactors?
37

38 C.2 Billing Support and Customer Service Support 39

40 Describe in detail the manufacturer and model of equipment and software used to maintain
41 route lists, customer service histories, and the ability to provide City-requested reports of
42 customer-specific information and data. Describe how you will provide accurate and timely
43 billing data downloads and reports at regular intervals to City Utility Billing.
44

1 Discuss how you have implemented services in other cities, with particular emphasis on how the
2 transition between the previous contractor and your company was handled, and how your
3 company developed accurate customer service level and billing data in the event the
4 predecessor's records were unavailable. If you have transitioned from City billing to contractor
5 billing, please detail the successes and challenges of that process and how you envision the
6 transition working if the City elects to implement the contractor billing agent relationship
7 described in Section 1.3.2.

8
9 The City considers customer service to be a very important aspect of this solid waste collection
10 services contract. Outline your overall approach to customer service and how the various
11 elements of customer service (call center, web-based, and mobile app) work together to provide
12 excellent customer service. Provide the location and staffing levels at your call center facility and
13 local office. Describe the functionality of your website including the basic structure, interface to
14 customer service representatives and the degree to which customers can manage their accounts
15 (e.g. change their subscribed service levels, order service, request a missed pick-up collection),
16 and how you ensure that web requests are accurately tracked, resolved and reported. Describe
17 your most recent innovations in service; for example, new technology on trucks or new
18 methods/technologies to better communicate with customers.

19
20 Discuss how staffing levels are established and modified to ensure timely customer service, and
21 how new and existing staff is trained. Describe how customer service performance is measured,
22 including the specific targets or performance metrics used to evaluate your performance. When
23 call center staff handle calls from more than one city or Washington Utilities and Transportation
24 Commission-certificated service area, describe the procedures and aids used by those staff to
25 address calls from different service areas without delaying responses to customers.

26
27 Discuss how long it takes you to actually respond to service calls by line of business, how you
28 monitor and adapt your field staffing to minimize your response time, how the resolution of each
29 service call is performed in a timely manner, and how this is tracked and routinely reported as
30 part of internal performance evaluation as well as required periodic reports.

31
32 Describe your procedures for handling missed collections and service failures. Do you have a
33 separate route for handling missed pick-ups at the end of each day; is each route driver
34 responsible for collecting his or her misses on the day or day after regular collection; or do you
35 use some other system? How has this approach worked to minimize repeat missed pickups?
36 How do you handle customers who repeatedly report unwarranted missed pick-ups?

37 38 C.3 Transition and Implementation Plan

39
40 Describe your proposed transition and implementation plans to ensure an efficient and
41 successful implementation of service provisions as outlined in the Base Contract. Identify the
42 major issues and describe your proposed approach. Discuss customer information, promotion
43 and notification, customer service, customer response, procurement and delivery of vehicles,

1 containers and other equipment, contingency plans and other considerations which will ensure
2 a successful transition and implementation of the Services under the Base Contract.

3
4 Include a timeline which identifies major tasks and key dates in the transition and
5 implementation plan.

6
7 **D. Implementation and Public Information**

8
9 If you would be a new service provider for the City, describe in detail how you would work with
10 the existing contractor to ensure a smooth transfer of information and cart/container exchanges
11 in a timely manner to meet the July 1, 2022 start date. Identify the individuals involved in this
12 effort, their qualifications and previous experience in transitioning existing collection programs.
13 Describe whether the same person will be serving as part of the management staff throughout
14 the Contract term as serves during the transition/implementation period.

15
16 Describe and provide examples of materials developed by Proposer’s staff and used to introduce
17 and support single-family recycling and compostables programs. Address how materials will be
18 distributed and how residents seeking additional information will be accommodated during
19 program introduction. Detail how your approach will increase and maintain participation, reduce
20 contamination, and how methods may change as participation levels increase or decrease.

21
22 Describe fully how you will promote multifamily/commercial recycling and increase
23 multifamily/commercial recycling diversion levels and reduce contamination levels. Detail the
24 communications, outreach and assistance methods as well as technological or operational
25 innovations you propose to increase recycling diversion and reduce contamination. Describe
26 fully the public information techniques you will use in responding to contamination or other
27 customer problems at a particular site. Describe how your approach will increase and maintain
28 participation and how methods may change as participation levels increase or decrease. Provide
29 examples of where your approaches have been effective, how effectiveness is measured and also
30 provide sample informational materials developed and used by your staff.

31
32 Explain your procedures for submitting public information material to the City for approval and
33 any approval timeliness you will expect the City to meet.

34
35 Describe and identify your website, and how you plan to present information about the Services
36 on the website. Describe your procedures to keep information on your website up to date.

37
38 Identify and describe fully the qualifications of your Education and Outreach Manager (or
39 equivalent) including previous experience in working with recycling collection programs and
40 government organizations. Describe whether the same person will be serving as the Education
41 and Outreach Manager throughout the Contract term as serves during the
42 Transition/Implementation Period.

43
44

1 **E. Recyclable Commodities Adjustment Mechanism**

2
3 Provide a description of how you propose to adjust the initial year commodity value in successive
4 years to capture changes in underlying markets. The City prefers an index approach that applies
5 changes in underlying commodity values as reported by published third parties to the initial value
6 over the term of the Contract but is willing to consider alternative approaches that do not require
7 relying on City audits of Contractor or subcontractor records.

8
9 Adjustment mechanisms should anticipate a process for evaluating and applying changes in
10 collected composition, quantities, and market values. Note that processing costs shall be
11 included in the city wholesale rates proposed by the contractor on Form 2 and that the proposed
12 commodity adjustment mechanism will not address changes in underlying processing costs.

13
14 A recycling market adjustment mechanism is under consideration by the City as a matter of
15 policy. If adopted as policy, it would be the intent of the City to negotiate an acceptable
16 agreement with the proposed Contractor after provisional award and before Contract execution.
17 By submitting a proposal, proposers indicate they understand and agree to this approach.

18
19 **F. Base Contract Modifications**

20
21 Submissions contingent on an alternative Contract cannot be reasonably compared with
22 competing Proposals and shall be considered non-responsive.

23
24 The City has conducted an industry review process prior to releasing this RFP and has
25 incorporated suggested changes deemed reasonable and in the best interests of the City and its
26 ratepayers. All Proposals shall be based on the Base Contract (Appendix A) included with the
27 RFP, without alteration. However, Proposers may identify specific Base Contract provisions that
28 they believe unreasonably affect costs for the City to consider proposed changes.

29
30 The City is interested in Proposer ideas on potential revisions to the range, containerization and
31 degree of commingling of Recyclables which minimize contamination and maximize the
32 marketability of collected materials. If a Proposer wishes to propose alternatives to the fully
33 commingled single cart system contained in the base contract, please do so under this Section F
34 of your proposal.

35
36 For each Proposer-proposed Base Contract modification the following format shall be followed
37 to maintain consistency between Proposals:

- 38
39
- 40 • Clearly indicate the reason for the requested change;
 - 41 • Whether the proposed change is a mandatory part of your Proposal or is simply a non-
 - 42 mandatory preference;
 - 43 • Propose alternative text; and
 - 44 • Provide the rate impact to your Proposal (or “no rate impact” if none) resulting from the
proposed change.

1
2 The listed rate impact shall reflect the annual rate reduction or increase of the proposed
3 modification and shall be identified in dollars with a “+” representing an increase in annual
4 aggregate rates and a “-” representing a decrease in annual aggregate rates. If there is no rate
5 savings or increase associated with the proposed modification, the Proposer shall indicate “no
6 cost impact.”

7
8 The City encourages that any and all questions specifically regarding Base Contract language
9 interpretation or the acceptability of alternative approaches be asked during the industry review
10 period to the extent possible rather than waiting for the RFP question/answer process described
11 in Section 2.3.

12 **3.2 PROPOSAL FORMS**

13
14
15 The following forms shall be completed in full and in accordance with both the Instructions to
16 Proposers and with the instructions that follow below and shall be submitted collectively as the
17 Proposal Forms. Use black or blue ink or type on all forms. An electronic signature may be
18 submitted in lieu of an ink signature. All Base Contract services and alternatives must be priced
19 on the Proposal Form 2 for the Proposal to be considered responsive.

20
21 Proposer’s responses to the questions in these Proposal Forms shall be used by the City to
22 evaluate the responsiveness of Proposer and the ability of Proposer to provide the specified
23 services and equipment in a responsible manner. The information shall be submitted as indicated
24 on the individual forms, but if Proposer needs additional space to respond to a question or if
25 Proposer is requested to provide information that cannot be written directly on the forms, these
26 items must be stapled or attached to the individual forms that correspond to the pertinent
27 information. Oversized or bulky information such as drawings or bound documents shall be
28 submitted under a separate cover, labeled to indicate the form number and content to which the
29 information pertains, referenced as such on the Proposal Forms, and included as part of
30 Proposer’s Proposal.

31
32 Proposers shall number each page that contains information that cannot be written directly on a
33 form or pages that are reproductions of a form. The page number shall be placed in the upper
34 right-hand corner of each such page and sub-lettered to correspond with the page to which the
35 information pertains (e.g., Form 2).

36
37 Proposers may reproduce Proposal Forms on a computer and complete them using editing
38 software, provided that each page so generated must have the header, footer and body of
39 information in the same locations as the original form to assure uniformity of the Proposal’s
40 submittal. Stylistic enhancements and reformatting resulting in the omission on required
41 information may render the Proposal non-responsive, at the sole discretion of the City if the City
42 considers the omission to materially affect the Proposal.

1 Proposers shall provide complete and detailed responses to each question. If the Proposer fails
2 to do so, its Proposal is likely to be deemed non-responsive and may be rejected by the City.
3 During the execution of the Services, the City shall consider information submitted by the
4 Selected Proposer to be binding, and any substitutions or deviations from the information
5 provided may only be approved in writing by the City.

1 **Form 1**

2
3 **COVER SHEET AND GENERAL INFORMATION**

4
5 Entity Name: _____

6
7 Home Office Address: _____

8
9 Washington Business Address: _____

10
11 Website Address: _____

12
13 Name, Title, Address, Telephone Number, and E-Mail Address of the person to be contacted
14 concerning the Proposal:

15
16 _____
17
18 _____
19
20 _____

21
22 If Applicable, Name of the Parent Company:

23
24 _____

25
26 Home Office Address, Telephone Number and Website Address of the Parent Company:

27
28 _____
29
30 _____
31
32 _____

33
34
35 If applicable, describe the parent company's relationship with the Proposer:

36
37
38
39
40 If applicable, does the person signing the documents have the authority to sign on behalf of the
41 Proposer?

42
43 _____ Yes _____ No

Form 1 (continued)

- 1
- 2
- 3
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- 10

Names of Companies that will share significant and substantive responsibilities with the Proposer in performing services under the Contract:

Attach to this form, and number appropriately, documentation showing that the Proposer is duly organized and validly existing as a corporation or partnership in good standing.

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Form 2

PRICE PROPOSAL

Form 2:

Form 2 is attached as Appendix C and is provided as an MS Excel file.

Complete all green-shaded blanks on the attached Form 2 rate proposal sheets including monthly collection and disposal fees for all scheduled services and miscellaneous services. Disposal fees shall be based on King County’s 2021 tipping fee. Only the disposal component of customer rates will be adjusted (per Contract Section 4.2.2) in the event of a disposal fee change between the development of proposed rates and the start of contract services in 2022. The service component will not be adjusted prior to the start of contract services, so the Proposer must include any expected between the time of proposal submission and the start of services on July 1, 2022.

Customer counts are included only for the purposes of price evaluation and reflect current City billing counts. Although the City requires mandatory solid waste collection services, it cannot provide any guarantee as to the future number of customers that may utilize the Contract Services. Counts shaded in blue do not reflect actual usage and are instead intended to be an estimate of potential usage. Prospective Proposers are responsible for developing their own internal service level profile forecasts reflecting their own estimates on growth that may occur by the start of the Contract on July 1, 2022.

The Contractor’s fees provided on Form 2 shall include all capital, labor, disposal, material processing and other operating costs, including administration, management, profit, contract fees and incidental taxes (e.g. tire and fuel taxes, B&O). State refuse collection tax, sales taxes on listed container rentals and City utility taxes shall be excluded from the Proposal rates.

Contractor fees provided by the Proposer on Form 2 shall incorporate the following elements, and be based on actual cost of service:

Customer Sector	Include In Rates	Rate Formula
Single-Family Residential	Garbage, Recycling and Compostables collection costs, including garbage disposal, recycling processing, and composting/processing costs but not including recyclable commodity value.	cost-of-service
Commercial/Multifamily Cart and Detachable Container	Garbage and recycling collection costs including garbage disposal and recycling processing cost but not including recyclable commodity value. Subscription composting service shall include both service and processing costs. Cart and Detachable Container provision costs should be included.	cost-of-service
Temporary Detachable Container and Drop-box	Garbage hauling costs only for drop-boxes, with container rental and disposal charged separately. Garbage container rental, hauling and disposal costs for detachable containers.	cost-of-service
Commercial/Multifamily Drop-box Service	Garbage and recycling collection and recycling processing costs, but not including container rental and garbage disposal (both charged separately) and not including recyclable commodity value. Drop-box Garbage Customers with regular weekly service are limited to eight (8) yards of embedded recycling service per week.	cost-of-service
Other Services (e.g. container cleaning, Commercial/Multifamily compostables, etc.)	Only cost-of-service or the default rates set on Form 2.	cost-of-service

- 1
- 2 Proposer’s cost-of-service model shall be designed to recover the costs for each service level
- 3 within each collection sector only from that service level. Note that the City’s retail rate model
- 4 includes incentive rates for single-family residential customers, but that the Contractor is not

1 paid based on that incentive rate structure but instead only the underlying wholesale contract
2 rates on Form 2. The City will continue to manage retail rates via its solid waste utility and does
3 not intend a departure from existing retail rate structures at this time.
4

5 Under the base proposal, a periodic commodity credit/debit will accrue to the City utility based
6 on the tonnage of processed recyclables, regional market prices from an agreed-upon
7 publication, and a periodic analysis of MRF composition. The specific details of this arrangement
8 will be negotiated at the time of contract finalization with the successful proponent.
9

10 For some seldom used or ancillary services, fixed rates have been entered on the Form 2 rather
11 than requesting Proposers to propose their own rates for those services. Proposers shall use the
12 listed rates in their revenue calculations and shall not provide different proposed rates for those
13 services.
14

15 Alternatives:

16
17 At the end of Form 2, cells are provided for entering proposed rate modifications for the following
18 alternatives. Please calculate and enter costs as described in the following instructions.
19

20 Increased or reduced amounts should be expressed as modifications to the customer rates
21 provided on Form 2. If the alternative is selected, the amount added or subtracted from the
22 monthly base rate for each service level.
23

24 Please provide the annual change (+/-) in your initial year annual gross revenue requirement for
25 each alternative. Reductions in the base rate (or revenue requirement depending on the
26 alternative) shall be expressed as a negative number. Increases in the base rate (or revenue
27 requirement depending on the alternative) shall be expressed as a positive number.
28
29

30 **1. Collection Vehicle Fleet**

31 The Base Contract includes requirements for new CNG-fueled vehicles at the start of the
32 Contract Term. Under this alternative, collection vehicle chassis must be no older than
33 model year 2020 and at no time older than ten years (from the first date of service when
34 new) through the Contract term, including extensions. Proposers may also include a
35 proposal for a full fleet or a phase-in transition to electric or alternatively fueled collection
36 vehicles.
37

38 **2. Bulky Waste Collection Service**

39 Each year, through the use of an on-demand, call-based service, the Contractor would
40 provide a curbside collection service to handle bulky materials at no additional charge to
41 Single-Family Residence Customers. Each Customer would be allowed to dispose of up to
42 one (1) bulky household item each calendar year at no additional cost, including but not
43 limited to large household appliances, mattresses, sofas, furniture, barbecues, and

1 exercise equipment. Any additional requests for curbside bulky waste collection would
2 be charged at the rates established in Exhibit B.

3
4 **3. Every-other-week Single-family Garbage Collection**

5 The Base Contract includes weekly single-family garbage collection. Under this
6 alternative, garbage collection would be shifted to every-other-week, using the same
7 sized carts currently at Customer's locations.

8
9 **4. Free November Single Family Residence Yard Waste Extras**

10 In 2019 and 2020, the City piloted a program in which single family residential customers
11 could place out an unlimited number of properly prepared extra units of yard waste
12 during the month of November at no additional cost to the customer. The program was
13 intended to assist residents in the disposal of large volumes of organic materials (leaves)
14 and to encourage residents to assist the City with urban flooding. In 2019, customers
15 placed out 5,571 extra units of yard waste. In 2020, customers placed out 7,656 extra
16 units of yard waste. This alternative would implement this service effective in November
17 2022 and in each November through term of the Contract. Each single family residential
18 Customer would be allowed to place out no more than five extra units of yard waste per
19 week at no additional cost only during the month of November.

20
21 **5. Contractor Billing Agent**

22 The Base Contract assumes the City will continue to bill its single-family, multifamily, and
23 commercial customers for service and the City and the Contractor will share specific
24 customer service responsibilities. This alternative shifts all billing and customer service
25 responsibility to the Contractor under a billing agent relationship. Under this alternative,
26 the Contractor would bill customers City-specified rates, funds are collected by the
27 Contractor on behalf of the City, and the Contractor is paid by the City rate for collection
28 services provided.

29
30 **6. Alternative Service Fee Escalation Component**

31 Alternative Service Fee Escalation Component: The Base Contract includes an aggregate
32 Consumer Price Index escalator on the service fee component. Under this alternative, the
33 Proposer may propose a substitute index used to calculate annual service fee escalations.
34 The floor and ceiling limits contained in the draft contract would be retained with this
35 alternative escalator.

36
37 **7. Alternative 7: Contractor Retains All Commodity Revenues/Pays all Expenses**

38 Under this alternative, the Contractor retains all commodity revenues and pays all
39 commodity expenses during the term of the contract, like earlier City contracts.

40
41 **8. Alternative 8: Contractor Retains All Material Revenues/Pays all Expenses Within Price**
42 **Floor and Ceiling:**

43 Under this alternative, the Contractor retains commodity risk and reward within a band
44 of \$25-\$156/ton average commodity value. In the event that average published

1 commodity value drops below \$25/ton, the City will compensate the Contractor for lost
2 revenues based on the difference between actual published value and the \$25/ton floor.
3 In the event that average published commodity value exceeds \$156/ton, the Contractor
4 will compensate the City for excess revenue based on the difference between actual
5 published value and the \$156/ton ceiling.
6
7
8
9

Form 3 - CONTRACTOR'S BID DEPOSIT SURETY BOND
to the City of Kirkland, Washington

We, _____, as Principal, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington, and _____, as Surety, organized and existing under the laws of the State of _____, are held and firmly bound unto the City of Kirkland, a Washington municipality, as Obligee, in the sum of \$50,000.00, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

WHEREAS, the Principal has submitted a bid for [Insert bid/project name].

NOW THEREFORE, the condition of the obligation is such that if the Obligee shall accept the bid of Principal and make timely award to the Principal according to the terms of the bid documents; and the Principal shall, within ten days after notice of the award, exclusive of the day of notice, enter into the Contract with the Obligee and furnish the contractor's bonds (performance and payment bonds) with Surety satisfactory to the Obligee in an amount equal to 100% of the amount of the bid proposed including additives, alternatives and Washington State sales tax, then this obligation shall be null and void; otherwise if the Principal fails to enter into the Contract and fails to furnish the contractor's bonds within ten days of notice of award, exclusive of the day of notice, the amount of the bid deposit shall be forfeited to the Obligee, payable by the Surety; but in no event will the Surety's liability exceed the face amount of this bid bond.

This bond may be executed in two original counterparts and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the Surety.

PRINCIPAL (CONTRACTOR)		SURETY	
_____	_____	_____	_____
Principal Signature	Date	Surety Signature	Date
_____	_____	_____	_____
Printed Name		Printed Name	
_____	_____	_____	_____
Title		Title	

Name, address, and telephone of local office/agent of Surety Company is:

1 **Form 4**

2
3 **IDENTIFICATION OF PERFORMANCE SECURITY**

4
5 If the Proposer is awarded a Contract on this Proposal, the surety or other financial institution
6 that provides the letter of credit or other performance guarantee shall be:

7
8 _____ whose address is

9
10 _____, _____, whose
11 Street City State and Zip Code

12
13 telephone number is _____, and website address

14
15 is _____.

16

1
2
3 **Form 5**
4

5 **CERTIFICATION OF PROPOSAL - DECLARATION AND UNDERSTANDING**
6

7 **Proposer's Declaration and Understanding**
8

9 The undersigned Proposer declares that the only persons or parties beneficially or financially
10 interested in this Proposal are those named herein; that this Proposal is, in all respects, fair and
11 without fraud; that it is made without collusion; and that the Proposal is made without any
12 connection or collusion with any person submitting another Proposal in connection with this RFP.

13 The Proposer declares that this Proposal is genuine and not made in the interest of or on behalf
14 of any undisclosed person, firm or corporation; this Proposal is not submitted in conformity with
15 any agreement or rules of any group, association, organization or corporation; the Proposer has
16 not directly or indirectly entered into any agreement, induced or solicited any other Proposer to
17 submit a false or sham Proposal; the Proposer has not solicited or induced any person, firm or
18 corporation to refrain from Proposing; the Proposer has not sought by collusion, fraud, deceit or
19 any unlawful act to obtain for itself any advantage over any other Proposer or over the City; and
20 Proposer has not otherwise taken any action in the restraint of free competitive proposals in
21 connection with the Services for which this Proposal is submitted.

22 The Proposer declares that it has familiarized itself with the nature and extent of the Base
23 Contract, the existing solid waste collection services, all local conditions and all other relevant
24 facilities, properties, laws and regulations that in any manner may affect cost, implementation,
25 progress, performance or furnishing of the Services. The Proposer has satisfied itself as to the
26 services and equipment to be provided, including the fact that the description of the services and
27 equipment is brief and is intended only to indicate the general nature of the Services, and that
28 this Proposal is made according to the provisions and under the terms and conditions of the Base
29 Contract, which fully and completely incorporated into this Proposal by this reference.
30

31 The Proposer further acknowledges that it has satisfied itself as to the nature and location of the
32 solid waste handling services, the general and local conditions, particularly those bearing on the
33 availability of equipment, access, recycling and compostable material markets, disposal fees,
34 availability of labor, roads, and the uncertainties of weather or similar physical conditions in the
35 City, the character of equipment and facilities needed to execute the Services, and all other
36 matters that may in any way affect the Services or the cost thereof under the Base Contract.
37

38 The Proposer further acknowledges that it has satisfied itself as to the character, quality and
39 quantity of information provided by the City regarding the existing solid waste collection services
40 and solid waste system, and the Proposer has adequately investigated the City's customer base
41 and any additional information that may be provided by the City. Failure by the Proposer to
42 acquaint itself with the physical conditions of the City's customer base and all available
43 information shall not relieve it from responsibility for properly estimating the difficulty or cost of
44 successfully performing the Services and providing the equipment required under the Contract.

1 The Proposer warrants that, as a result of its examination and investigation of all the data
2 referenced above, it can execute the Services in a good, timely and workmanlike manner and to
3 the satisfaction of the City. The City assumes no responsibility for any representation made by
4 any of its officers, employees, representatives, or agents during or prior to the execution of the
5 Contract, unless (1) such representations are expressly stated in the Contract and/or (2) the
6 Contract expressly provides that the City assumes the responsibility.

7
8 The Proposer has given the City written notice in a timely manner of all conflicts, errors, omissions
9 or discrepancies that it has discovered in the Proposal Documents and the written resolution
10 thereof by the City is acceptable to the Proposer.

11
12 **Contract Execution, Performance Guarantees and Insurance**

13
14 If this Proposal is accepted, the Proposer proposes and agrees to enter into a Contract with the
15 City, in the form provided in the Proposal Documents and as revised via subsequent addenda, to
16 provide services and equipment (“Services”) as specified or indicated in the Base Contract for the
17 prices and during the time period indicated in this Proposal and in accordance with the other
18 terms and conditions of the Base Contract.

19
20 The Proposer accepts all of the terms and conditions of the Proposal Documents, including,
21 without limitation, those dealing with the disposition of Proposal security. This Proposal will
22 remain subject to acceptance until 180 days following Proposal submittal. The Selected Proposer
23 shall sign and submit the Contract with the appropriate performance security and proof of
24 insurance acceptable to the City within five (5) days of completion of Contract finalization by the
25 City and the Proposer.

26
27 **Self-Reliance**

28
29 The Proposer acknowledges that the information contained in this Proposal represents its
30 understanding of the City’s existing solid waste collection services, terrain, streets, alleys,
31 container locations, recycling and compostables markets, and other conditions that could affect
32 the costs or operational efficiencies of fulfilling the Contract. In preparing this Proposal, the
33 Proposer acknowledges that it is solely responsible for its Proposal and that it has relied on its
34 own investigation and research.

35
36 **Start of Services And Contract Term**

37
38 If awarded a Contract, the Proposer agrees to commence all Services under the terms and
39 conditions of the Contract on July 1, 2022 and to continue providing services throughout the term
40 of the Contract as specified therein.

1 **Unit Price**

2

3 Proposer proposes to invoice and collect payments of the Contract charges (rates), as set forth
4 under the provisions of the Base Contract.

5

6 Proposer charges (rates) may be adjusted upward or downward solely as provided in the Base
7 Contract. Generally, the Proposer shall be responsible for all real (non-inflationary) cost
8 increases, and may benefit from any real cost decreases, except as specifically agreed to in the
9 Contract. Proposer understands that the per-unit served price and the price adjustments are
10 independent of the quantities and quality of materials collected. Proposer agrees that the per-
11 unit served price and the price adjustments represent a reasonable measure of the labor and
12 materials required to execute the Services, including all allowances for overhead and profit, and
13 applicable taxes, fees and surcharges for such services. Prices shall be given in U.S. dollars and
14 cents.

15

16 **Compliance with Process Integrity Requirements**

17

18 Proposer hereby certifies it and its employees, officers, and officials have complied with the
19 Process Integrity Requirements as described in Section 2.16 of the RFP and further agrees to
20 comply with those Guidelines during the Proposal evaluation process.

21

22 **Addenda**

23

24 The Proposer below lists and acknowledges receipt of all Proposal Documents and of the
25 following addenda:

26

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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39 Proposer agrees that all Addenda issued are part of the Contract, and Proposer further agrees
40 that its Proposal includes all Addenda.

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Identification and Authorization

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The name of the Proposer submitting this Proposal is:

Doing business at: _____
Street

City State Zip Code

which is the address to which all communications concerning this Proposal and the Contract will be sent.

The names of the principal officers of the corporation, LLC, partnership or other entity submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

If the Proposer is a partnership, attach to this form and number appropriately a copy of its partnership agreement. If the Proposer is a corporation, attach to these form copies of its Articles of Incorporation, bylaws and Certificate of Good Standing, as certified by the Secretary of the Board of Directors.

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If Sole Proprietor, LLC, Partnership or other Entity

IN WITNESS hereto the undersigned has set its hand this ____ day of _____, 2021.

Signature of Proposer

Title

If Corporation

IN WITNESS whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this ____ day of _____, 2021.

Name of Corporation

By

Title

Attest (Secretary)

Appendices

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Appendix A: Contract with City of Kirkland Service Area Map

Appendix B: Supporting Data

B.1 2018 Collection Quantities, Recycling Composition, and Setout Data

B.2 2019 Collection Quantities, Recycling Composition, and Setout Data

B.3 2020 Collection Quantities, Recycling Composition, and Setout Data

B.4 2021 YTD Collection Quantities, Recycling Composition, and Setout Data

B.5 2021 Wholesale and Retail Rates

Appendix C: Form 2

Appendix D: Industry Review Comments and Responses