

Request for Proposals (RFP) for:

Solid Waste Collection



City of Lake Forest Park

**17425 Ballinger Way NE
Lake Forest Park, WA 98155**

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Solid Waste Collection



City of Lake Forest Park

**Prepared by
Sound Resource Management Group, Inc.**

City of Lake Forest Park - Request for Proposals

Garbage, Recyclables, and Yard Debris Collection and Disposal/Marketing

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SECTION 1: INFORMATION FOR PROPONENTS

1.1 INTRODUCTION

The City of Lake Forest Park (the “City”) is requesting Proposals from qualified firms for solid waste collection services within the City Service Area (map provided as Appendix A to this Request for Proposals). These services include: residential and commercial garbage, recycling and yard debris collection, and the processing and marketing of collected recyclables and yard debris. The initial contract term will be for seven and one-half years, from January 1, 2007 to June 30, 2014, with a City option for two additional two-year extensions.

The City is seeking a continuation of the existing solid waste collection system with the revisions described in Section 1.2. The City has also identified six Proposal alternatives: (1) increasing recycling collection frequency to weekly; and (2) increasing yard debris collection to weekly; (3) adding electronic scrap to the curbside recycling program; (4) shifting to a cart-based residential garbage collection system; (5) providing an annual curbside Spring clean-up collection day; and (6) shifting from voluntary to mandatory garbage collection subscription. Proponents shall complete a base proposal, based on the services described in the attached Contract (Section 4), with the costs of bid alternatives separately identified on the specified proposal forms.

This Request for Proposals is organized into five sections:

Section 1: Information for Proponents provides background information regarding the City's solid waste collection system (“the Project”) and describes the services to be performed by the Contractor according to the terms of the Contract for the Project.

Section 2: Instructions for Proponents provides instructions for submitting a responsive Proposal, and includes the procedures the City will follow in selecting the Contractor.

Section 3: Proposal Forms includes the questions that must be answered and the forms that must be completed for a Proposal to be responsive.

Section 4: Contract includes the Contract for the Project that will be entered into by the City and the Contractor, subject to revisions during negotiations. The Contract reflects the base proposal and will be revised to incorporate any proposal alternatives selected by the City.

Section 5: Appendices include: (A) a map delineating the City Service Area for this Contract; (B) 2005 collection subscription and tonnage data by sector and collection program; and (C) 2006 rates charged to City customers.

Terms used in this Request for Proposals that are defined in the Contract included as Section 4 have the meanings assigned to them therein. Defined terms are applicable to both the singular and plural.

1.2 EXISTING COLLECTION SYSTEM

This section describes the *existing* solid waste collection system operated under the current contract. Carefully review Section 1.3 and the draft Contract (Section 4 of this RFP) to determine the scope of operations envisioned under the *new* Contract.

The City of Lake Forest Park has a population of 12,730 (as of April 2005), with 3832 single-family residential customers. The City's multifamily customer base includes approximately 17 sites with (3) 2-yard, (11) 3-yard, (7) 4-yard, (5) 6-yard, (2) 8-yard multifamily detachable containers. The City's commercial customer base includes approximately (2) 2-yard, (4) 3 yard, (9) 4-yard, (7) 6-yard and (4) 8-yard detachable containers and 2 drop-boxes. Actual customer counts are likely lower as some sites may have more than one container. The existing collection system is operated under contract, with total annual contractor billings of approximately \$1.3 million. Garbage collection is not mandatory.

Single-family Collection

Single-family residences are provided weekly collection under a variable rate structure. Residents may provide their own containers or rent a contractor-owned cart. The existing collection program includes annual special collection events where residents can deliver certain bulky yard waste to a central location.

Every-other-week single-family recycling collection is currently offered through the use of a wheeled cart of all recyclables except glass, and a separate recycling bin for glass. Collected recyclables include newspaper, cardboard, uncoated mixed paper, aseptic and polycoated paper, aluminum cans, glass, metal food and beverage containers, and #1-2 plastic containers.

Single-family yard debris collection services are based on every-other-weekly (March-November) or monthly (December-February) collection of customer cans, paper bags or contractor-provided 90-gallon carts. Collection quantities are currently unlimited.

One residential route of approximately 600 homes participated in the joint foodwaste collection pilot conducted in 2002-2004 by the City and King County. Although the pilot has ended, those residents still have their kitchen containers and may place mixed yard debris and foodwaste out for collection. The City will be extending food waste collection to all residents under its new collection contract procured under this RFP.

Both recycling and yard debris services are provided to all single-family customers as part of the overall solid waste collection system, with the costs embedded in garbage collection fees.

Multifamily Collection

Multifamily residences are provided with commercial-style garbage services as well as a recycling program that accepts the same materials handled by the single-family recycling program. Multifamily collection is based on separate newspaper, mixed paper and mixed container carts. Multifamily recycling containers are owned by the existing contractor. The multifamily recycling program is subscription-based, with the contractor responsible for soliciting participation in the program.

The costs of the multifamily recycling program are embedded in multifamily garbage collection fees.

Commercial Collection

Commercial garbage collection is provided through the use of customer-owned cans and drop-box compactors, as well as contractor-owned carts, detachable containers and drop-boxes. A range of sizes and collection frequencies are available. Except for drop-box service, garbage collection fees includes container rental, collection and disposal in one rate.

Commercial recycling is provided by the current contractor and other providers outside of the current contract. Customers are billed separately for commercial recycling. This will change under the new contract, with commercial recycling to be embedded in garbage rates and available to all commercial customers.

Disposal

All collected garbage is delivered to the King County Disposal System per the City/County Interlocal Agreement.

Administration

The City is responsible for educating and promoting recycling and yard debris programs to the public. The solid waste collection contractor is responsible for distributing public notices about collection schedule changes, such as holiday hours, promoting new collection programs and assisting the City with design and/or review of program promotional materials.

The solid waste contractor is currently responsible for billing and customer service functions. This will not change under the new contract.

Proposal Form 2a provides a listing of service levels desired under the new Contract and customer counts (where available) for services provided under the current contract. These customer counts are believed to be accurate, but have not been independently confirmed by the City. Proponents are encouraged to perform their own investigations to confirm that the customer counts are reasonable for the purposes of preparing their proposal.

1.3 GENERAL TERMS

1.3.1 General Scope of the New Contract

The City is requesting Proposals from qualified firms for solid waste collection services within the City Service Area. These services include: single-family garbage, recycling and yard debris collection; multifamily garbage and recycling collection; commercial garbage and recycling collection; optional fee-based yard debris collection for multifamily/commercial customers; support for special collection events as directed in the Contract; the disposal of all garbage through the King County Disposal System; and the processing and marketing of collected recyclables and yard debris. The City Service Area is the entire incorporated City boundaries. Refer to Appendix A for the specific boundaries.

The Contractor shall be responsible for providing equipment, labor, supervision and supplies necessary to perform the contracted services. The Contractor shall own and provide carts, detachable containers and drop-boxes necessary to provide all collection services to City customers.

The rates specified in the Contract will be paid by customers to the Contractor for each garbage collection service level. The Contractor will be responsible for all customer service including customer service monitoring and improvement, establishing customer accounts, handling requests for changing service levels, billing, collecting customer payments and handling misses and other service-related calls, e-mails and other forms of contact.

The City is also requesting proponents to address six alternative scenarios:

1. **Weekly Recycling Collection:** The base proposal should assume every-other-weekly recycling for single-family customers. This Proposal alternative increases the collection frequency to weekly.
2. **Weekly Yard Debris Collection:** The base proposal should assume every-other-weekly Yard Debris year-round. This Proposal alternative increases the collection frequency to weekly.
3. **Electronic Scrap:** The base proposal does not include electronic scrap in the list of designated residential recyclables. This alternative would add those materials to the residential program, as is done in other Eastside city collection contracts.
4. **Automated Collection:** The base contract includes a requirement to provide for service to customer owned cans, which are currently used by a large majority of single-family residential customers. Proponents may propose an automated collection program where the contractor provides garbage carts and requires carts in most areas to be placed adjacent to the curb. However, not all areas of the city are amenable to automated collection, and the current mix of manual and semi-automated collection must continue to be offered in those areas on alley collection or where automated collection can not be

provided without disruption to customers. Thus, the automated collection alternative is actually a mix of the existing system, where appropriate, and fully automated collection.

5. Spring Clean-up: The Spring clean-up alternative would allow customers to place up to 1.5 cubic yards of material out for collection one day each Spring. Collected materials would be limited to clean-up items and would exclude yardwaste, woodwaste, refrigerators or freezers or other materials defined by the contractor and City. Scrap metal collected during the event shall be recycled by the Contractor. The collection may be provided on a regular collection day or may be provided as a separate single-day weekend event.
6. Mandatory Collection: Garbage collection is currently optional in the City. Approximately 85% of single family residences currently subscribe to collection services. The mandatory alternative would be based on the following scenario: (a) the City would amend City Code to require subscription to garbage collection services; (b) the City would notify non-subscribing residences of the new requirement; (d) residents failing to voluntarily sign-up for services by a specified date would be delivered containers and placed on a minimum level of service [one can monthly service] and would be billed accordingly; (e) the Contractor would continue to be responsible for collecting service fees through its regular billing and collection practices.

Directions for presenting costs and impacts on these alternatives are provided in Section 3 of this RFP.

The City envisions the following base proposal collection system, subject to the specific requirements contained in the Contract as provided in Section 4:

1.3.1.1 Single-family Residential Collection

Garbage, recycling and yard debris collection shall occur on the same day for each single-family City residence. The Contractor shall provide four collection services:

- (1) Weekly garbage collection, utilizing customer provided containers and contractor-owned carts as specified in the attached Contract, along with a once-per-month service level
- (2) Every-other-weekly recycling collection of the materials listed in the attached Contract through use of a contractor-owned cart
- (3) Every-other-weekly yard debris collection, utilizing contractor-owned carts
- (4) On-call fee-based bulky waste collection

1.3.1.2 Multifamily Residential Collection

The Contractor shall provide three collection services to City multifamily residences:

- (1) Commercial-style garbage collection as described in the next Sections (1.3.1.3 and 1.3.1.4)
- (2) Weekly cart-based and detachable container recycling collection of the materials as set forth in the attached Contract
- (3) Fee-based yard debris collection

1.3.1.3 Commercial Can, Cart and Detachable Container Collection

The Contractor shall make available daily (Monday through Saturday) commercial garbage collection through cans, carts and detachable containers. Commercial customers may determine their preferred frequency of collection, ranging from once-per-week to daily.

The Contractor shall also offer commercial recycling collection services to all commercial customers. The costs of (and revenues from) recycling services shall be included in garbage collection rates and provided to commercial customers at no additional cost. Yard debris collection shall also be offered to commercial customers, on a fee-for-service basis.

1.3.1.4 Compactor Drop-box and Drop-box Collection

The Contractor shall provide scheduled and/or on-call collection of non-compacted and compactor drop-box containers to City residential, multifamily and commercial customers.

1.3.1.5 Container Ownership and Responsibility

Cans and mini-cans may be owned by customers, and shall be handled carefully by the Contractor. Contractor-owned garbage carts shall be delivered to customers requesting cart-type services. Recycling carts shall be provided to all single-family customers as well as yard debris carts to those customers who request them. The Contractor shall be responsible for replacing up to one recycling cart and/or yard debris cart per residence, and up to three recycling carts per multifamily station at no extra charge during the initial term of the Contract. In addition, the Contractor shall be responsible for maintaining an inventory of carts to accommodate growth in the customer base during the term of the Contract. All residential recycling and yard debris carts shall become the property of the City, at the City's option, on the termination of the Contract.

Multifamily garbage collection containers (carts and detachable containers) shall be provided and maintained by the Contractor. The cost of carts and detachable containers shall be incorporated into the total fee for each service level. Drop-boxes may be either customer-owned or Contractor-owned, with daily or monthly rental fees charged for Contractor-provided drop-boxes. Multifamily recycling carts and detachable containers shall be Contractor-supplied and provided on request to customers, and carts shall become the property of the City, at the City's option, on the termination of the Contract.

Commercial garbage collection containers (carts and detachable containers) shall be provided and maintained by the Contractor with the exception that existing customer-owned cans, carts or containers may be used by customers. The cost of carts and detachable containers shall be

incorporated into the total fee for each service level. Drop-boxes may be either customer-owned or Contractor-owned, with daily or monthly rental fees charged for Contractor-provided drop-boxes.

Maintenance of all contractor-owned carts, containers and drop-boxes as well as City-owned recycling carts shall be the responsibility of the Contractor, with on-going costs incorporated into garbage collection fees except in cases where damage is clearly due to customer negligence.

The Proposal contract is based on the current Contractor's use of 32-, 60- and 90-gallon carts. Proponents may propose any cart sizes within the following ranges: 32-35 gallon; 60-65 gallon; and 90-96 gallon. The final contract will be changed to reflect the successful Contractor's preferred cart size.

1.3.1.6 City Facilities and Parks

The Contractor shall provide garbage and recycling collection services at designated City locations at no charge to the City. A list of locations is provided in Section 2.2.11 of the Contract.

1.3.1.7 Recycling and Yard Debris Marketing

The Contractor shall be responsible for the processing, marketing and sale of recyclable materials collected from all customers, and shall receive all applicable proceeds or pay all fees associated with those recyclables. Disposal fees for contaminants collected with recyclables shall be the responsibility of the Contractor.

The Contractor shall be responsible for the processing and marketing of yard debris, provided that this function may be subcontracted to a fully permitted processing/composting facility subject to City approval. The Contractor shall receive all applicable proceeds or pay all fees associated with collected yard debris. Disposal fees for contaminants collected with yard debris shall be the responsibility of the Contractor.

1.3.1.8 Billing and Administrative Fee

The Contractor shall continue to provide all billing and customer service.

An administrative fee shall be embedded in customer rates and shall be remitted to the City through the term of the contract as detailed in Section 3.2 of the Contract. The administrative fee will be adjusted through the term of the contract in step with regular rate adjustments.

1.3.1.9 Reporting

The Contractor shall provide monthly and annual reports as detailed in Section 2.3.4 of the Contract.

1.3.1.10 Public Awareness

The City will be broadly responsible for providing public education and promotion with the exceptions noted in the attached Contract. However, the Contractor shall have basic responsibilities for promotion and keeping customers informed of the full range of services offered, policies, service changes and other similar considerations. The Contractor shall be responsible for funding of all promotional materials to introduce the City's new programs and services as they are implemented under the contract (e.g. fully commingled recycling, food waste collection).

1.3.1.11 Customer Service Support

The Contractor shall provide a local office and support staff to offer customer service to City customers and City staff. The Contractor shall be the primary point of contact for all service-related questions. A Contractor website shall also be provided to expedite customer access to collection schedules, materials preparation requirements, billing, account management, payment, service requests and other relevant service information. Customer service support requirements are addressed in Section 2.3.2 of the Contract.

1.3.2 Term of the Contract

The Contract shall have a seven and a half-year term, starting on January 1, 2007, and ending on June 30, 2014. The City, at its sole option, may extend the Contract, under the original terms and conditions, for up to two separate two-year extensions for a total extension period of four years.

1.3.3 Compensation

The Contractor shall be paid by its customers based on each customer's level of garbage collection service plus any additional services (e.g. extra garbage, etc.) performed during each month of the Contract term, as listed in Attachment B of the Contract (which will be the Proponent's proposed fees submitted on Form 2a through this RFP process).

Single-family garbage collection fees charged under the Contract shall incorporate the cost of recycling and yard debris collection, and the Contractor shall not be separately compensated for those services by the City or the City's customers. Commercial/multifamily garbage collection fees shall incorporate the cost of recycling services, and the Contractor shall not be separately compensated for that service by the City's customers.

Total garbage collection fees for each sector and for each container size shall be divided into a service fee (that includes the cost of providing garbage collection and other services appropriate to that sector), and a disposal fee (that reflects the garbage disposal costs for that particular container size). The service fee component shall be annually adjusted based on a percentage of the local Consumer Price Index, while the disposal fee component shall be adjusted only in accordance with changes in the disposal fees at King County disposal facilities, unless prohibited by law or a vote of the people. Compensation is specifically addressed in Section 3 of the attached Contract.

SECTION 2: INSTRUCTIONS TO PROPONENTS

2.1 DEFINED TERMS

Terms used in these Proposal Documents that are defined in the Contract have the meanings assigned to them therein. Other terms used in the Proposal Documents not defined elsewhere follow, and are applicable to, both the singular and the plural. All defined terms are capitalized throughout the Proposal Documents.

- "Proposal Documents" include the Advertisement for Proposals, the Information for Proponents, the Instructions to Proponents, the Proposal Forms and the Contract, together with any appendices, exhibits or addenda thereto.
- "Proponent" means the person or business entity that submits a Proposal directly to the City.
- "Selected Proponent" means the Proponent to whom the City makes an award as provided in the Award of Contract section of these Instructions to Proponents.

2.2 COPIES OF PROPOSAL DOCUMENTS

Complete sets of the Proposal Documents must be used in preparing Proposals, and may be obtained in person or by written request from:

Susan Stine, City Clerk
City of Lake Forest Park
17425 Ballinger Way NE
Lake Forest Park, WA 98155
206-368-5440 fax 206-364-6521
E-mail: sstine@ci.lake-forest-park.wa.us

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

2.3 EXAMINATION OF PROPOSAL DOCUMENTS

It is the responsibility of each Proponent to do the following before submitting a Proposal:

- Examine the Proposal Documents, with special attention to the terms and conditions of the Contract.
- Become familiar with local conditions that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Contract.
- Consider federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, implementation, progress, performance or furnishing of the

services or equipment required under the Contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; minority- and women-owned business enterprise requirements; protection of public and employee safety and health; environmental protection; protection of natural resources; fire protection; emergency preparedness; solid waste handling facility standards and permits; and other permits, taxes and fees.

- Submit any questions concerning the Proposal Documents in writing to the City in a timely fashion in order that the questions may be answered in an addendum to be issued by the City.
- Notify the City in writing of any conflicts, errors, omissions or discrepancies in the Proposal Documents.
- Obtain all required signatures on the Proposal Forms.

Before submitting a Proposal, each Proponent shall, at the Proponent's own expense, make or obtain any additional examinations, investigations, research and studies, and obtain any additional information and data that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Contract, and that the Proponent deems necessary to determine its Proposal.

Proponents are expected to be knowledgeable about the service area, to understand the City's terrain, streets and alleys, and to be knowledgeable concerning the locations for cans, carts, detachable containers and other receptacles used for garbage, recycling and yard debris collection. Proponents are expected to determine if and specify to the City that their equipment can make the collections and provide the service called for under the Contract.

Additionally, Proponents are expected to be knowledgeable about customer service, service standards, complaint resolution, quality management and other matters necessary to ensure high quality customer service throughout the term of the contract.

2.4 INTERPRETATIONS, SCHEDULE AND ADDENDA

All questions concerning the meaning or intent of the Proposal Documents and notifications concerning any conflicts, errors, omissions or discrepancies in the Proposal Documents are to be directed, in writing to Susan Stine, City Clerk, 17425 Ballinger Way NE, Lake Forest Park, WA 98155, or via e-mail to [sstine@ci.lake-forest-park.wa.us](mailto:ssstine@ci.lake-forest-park.wa.us)

Questions must be received by 5:00 PM on March 17, 2006 in order to be considered. The City will provide written answers to all questions through addenda to this Request for Proposals, receipt of which shall be noted on the completed Form 5 (Certification) submitted with a proposal. The City reserves the right to modify the proposed Contract or any of the other Proposal Documents prior to the receipt of Proposals with notice to parties that submitted a written request for Proposal Documents.

Questions regarding interpretations of contract language must be asked at this point in the process. The successful proponent will be expected to execute the proposed contract as included in this RFP, and as amended by the City's response to proponent questions.

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

PROCESS SCHEDULE

<u>Event</u>	<u>Time Frame</u>
Publish Notice of Proposal Documents	March 3, 2006
Issue Proposal Documents	March 3, 2006
Deadline for Proponent Questions	March 17, 2006
Proposals Due and Opened	10:00 AM, May 3, 2006
Proposal Evaluation	May 2006
Notice of Finalist to Selected Proponent	Late May, 2006
Finalization of Contract	June, 2006
Recommendation to City Council	June, 2006
City Executes Contract	June, 2006
Notice to Proceed Given to Contractor	July, 2006
Contractor Delivers Transition/Implementation Plan	August, 2006
Container Delivery	December, 2006
Start of Collection Services	January 1, 2007

The submission of a Proposal will constitute an incontrovertible representation by the Proponent that the Proponent has complied with every requirement of these Instructions to Proponents, that without exception the Proposal is premised on performing and furnishing the services and equipment required by the Proposal Documents by such means, methods, techniques, sequences or procedures as may be indicated in or required by the Proposal Documents, and that the Proposal Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the services and equipment required under the Contract.

2.5 PROPOSAL SECURITY

Each Proposal must be accompanied by a Proposal security made payable to the City of Lake Forest Park in the amount of Twenty-five Thousand Dollars (\$25,000) and in the form of an irrevocable standby letter of credit, cashiers check or a Proposal bond satisfactory to the City as provided in the Proposal Forms.

The Proposal security from the Successful Proponent shall be retained by the City until that Proponent has executed the Contract and furnished the required letter of credit and proof of insurance acceptable to the City, whereupon the Proposal security will be returned. If the Selected Proponent fails to execute and deliver the Contract, as negotiated, and fails to deliver

the bonds and other required documents within one week after the Contract is finalized and ready for execution, the City may withdraw the Notice of Finalist, and the Proposal security of that Proponent shall be forfeited. The Proposal security shall be retained as liquidated damages by the City, and by submittal of a proposal, the Proponent agrees that this sum is a fair estimate of the amount of damages that the City will sustain in the event that the Selected Proponent fails to execute the Contract or furnish the required letter of credit and proof of insurance acceptable to the City.

The Proposal security of other Proponents whom the City believes to have a reasonable chance of receiving the award may be retained by the City until either two weeks after Contract Execution or 180 days after the Proposal opening, whichever is earlier, whereupon the Proposal securities furnished by those Proponents will be returned. Proposal securities with Proposals that are not found to be responsive will be returned no later than sixty days after the Proposal opening.

2.6 CITY INVESTIGATIONS AND PROCESS DECISIONS

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

- Contact officials from other jurisdictions regarding the Proponent
- Visit a Proponent's facilities, including proposed processing facilities, and view proposed vehicles and equipment
- Meet the Proponent's personnel, including interviewing the Proponent's route, operations, management, financial and customer services personnel during the performance of their regular duties
- Retain independent consultants for assistance in evaluating Proposals and provide proposal materials to those consultants
- Request clarification or additional information from a specific Proponent in order to assist in the City's evaluation of a Proposal
- Require changes in the contract as deemed necessary by the City
- Decline to award a contract or contracts for services
- Discontinue negotiations with the selected or any Proponent, and commence discussions with any other finalist
- Withdraw the RFP and reject any or all Proposals
- Not award to any or all Proponents and issue a subsequent RFP or RFP based on refinements of concepts proposed in response to this RFP
- Seek other investigations, inquiries, reviews or clarifications which would allow the City to make informed decisions

2.7 PROPOSALS

The Contractor's Proposal must provide unit prices for all service levels indicated on the appropriate Proposal forms. All Proposals shall be provided in year-2007 dollars. The Proposal unit prices will be used, in part, to determine the Selected Proponent as described in the Basis of Award section of these Instructions to Proponents. All costs, including overhead and profit, and taxes, fees or surcharges imposed by federal, state or local laws, for which the Contractor expects

to receive payment as a result of the Project must be included in the unit prices, unless otherwise specifically directed.

The data on the existing Project concerning number of customers and collection tonnages should be viewed as estimates of the entire City, not the specific service area at the start of the new contract, and are presented solely as the basis for calculations on which the award of the Contract will be made. Actual results experienced during the operation of the Project may differ.

By submitting a Proposal, the Proponent is committing to commencement of collection services by January 1, 2007.

2.8 PREPARATION OF PROPOSAL FORMS

All blank spaces in the Proposal Forms must be completed in black ink, by typewriter or by reproduction of the original forms with a computer. No changes shall be made to the forms. If forms reproduced by a computer are substantially different than the Proposal Forms, the City may deem the Proposal non-responsive.

The Proposal prices must be inclusive of all costs of providing the services and equipment required under the Contract. The City may deem any Proposal non-responsive that contains omissions, erasures, alterations or additions of any kind, or prices uncalled for, or obviously unbalanced, or any proposal that in any manner fails to conform to the conditions of this Request for Proposals.

The Proponent must sign its Proposal in ink in the blank space provided and all names must be typed or printed below the signature, along with evidence that the Proponent is a duly organized and validly existing firm, licensed to do business in the City. If not licensed, a sworn statement must be attached that the Proponent will take all necessary actions to become so licensed if selected as the Successful Proponent. The legal name of the person, firm or corporation submitting the Proposal must be typed or printed in the space provided at the bottom of each page of the Proposal Forms. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the City prior to the opening of Proposals or must be submitted with the Proposal; otherwise, the Proposal may be deemed non-responsive.

2.9 SUBMISSION OF PROPOSALS

Proposals must be submitted no later than the time and at the place indicated in the Advertisement for Proposals, and must be enclosed in a sealed carton, marked with the words "PROPOSAL ENCLOSED - CITY OF LAKE FOREST PARK SOLID WASTE COLLECTION" and marked so as to indicate, without being opened, the name and address of the

Proponent. Proposals must be accompanied by the Proposal security and all other required documents.

2.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Proposals, any Proposal submitted may be modified or withdrawn by notice to the person receiving Proposals at the place designated for receipt of Proposals. Such notice must be in writing or by facsimile to the City contact shown in Section 2.2 and shall include the signature of the Proponent and must be received before the date and time set for receipt of proposals. If by facsimile, written confirmation including the signature of the Proponent must also be received on or before the date and time set for receipt of Proposals, and must be worded so as not to reveal the amount of the original Proposal. If, within twenty-four hours after Proposals are opened, any Proponent files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was an unknown, material and substantial mistake in the preparation of its Proposal, that Proponent may withdraw its Proposal and the Proposal security will be returned.

2.11 BASIS OF AWARD

If the Contract is to be awarded by the City, the Notice of Finalist will be given on or before sixty days after Proposal opening.

The City reserves the right to reject any and all Proposals, to waive any and all informalities, and to disregard all nonconforming, non-responsive or conditional Proposals. In addition, the City is not required to bid this Contract. Therefore, bid laws do not apply, and the City reserves the right to negotiate contract changes with the Finalist and/or to award the Contract to any Proponent, in the City's sole discretion. The City further reserves the right to reject the Proposal of any and all Proponents if the City believes that it would not be in the best interest of the City to make an award, whether because the Proposal is non-responsive or because the Proponent is found to be not responsible or fails to meet any other pertinent standard or criterion established by the City.

The City will base its choice on considerations including, but not limited to, unit prices and the clear ability of the Proponent to successfully perform under the terms of the Contract. The City may conduct such investigations as the City deems necessary to assist in the evaluation of any Bid and to establish the lowest responsive and responsible Bid and to otherwise make its selection.

Proposals will be reviewed by an evaluation team composed of City staff as well as one or more consultants. Proposals will be evaluated in two phases: (1) a review and evaluation of proposal elements other than price, including reference checks; and (2) review of price proposals and scoring of the price components. The City's evaluation committee will then select a finalist Proponent. A contract will then be finalized with the selected Proponent, or another Proponent if contract finalization with the finalist are not successfully concluded in a timely manner.

The City reserves the right to reject any and all Proposals, to waive any and all informalities, and to disregard all non-conforming, non-responsive, irregular or conditional Proposals. The City reserves the right to reject the Proposal of any and all Proponents if the City believes that it would not be in the best interest of the City to make an award, whether because the Proposal is non-responsive or because the Proponent is not found to be responsible or fails to meet any other pertinent standard or criterion established by the City.

2.12 PROJECT START DATE

The Project will start on the date of Contract Execution. The Contractor will commence collection services under the Contract on January 1, 2007.

2.13 PUBLIC DOCUMENTS AND DISCLOSURE

All submissions are the property of the City and become public records, subject to disclosure under RCW 42.17.250-330 after the City selects a Successful Proponent. On or near the Proposal closing date, the City will make public a list of Proponents. Non-responsive Proposals may, at the discretion of the City, be rejected.

2.14 DISCLAIMER OF COSTS

The City will not reimburse any Proponent for any costs involved in the preparation and submission of Proposals or any expenses incurred in connection with the execution of the Contract.

2.15 INSTRUCTIONS FOR SUBMITTING A RESPONSIVE PROPOSAL

2.15.1 Obtain Proposal Documents

Send a written or e-mail request for the Proposal Documents to the city contact listed in Section 2.2 of this RFP.

Submitting a written request (or a confirmation of interest if the RFP documents were sent to you as a potential Proposer) will ensure that you will be sent any addenda mailed to potential Proponents.

2.15.2 Conduct Investigations Deemed Necessary

The Proponent shall conduct any investigation of the City service area, projected customer counts, types and quantities of customer-owned equipment, markets, processing facilities and other conditions deemed necessary by the Proponent to submit a responsive Proposal.

2.15.3 Submit Responsive Proposal

The Proponent shall submit Proposals as required, complying with the requirements of the Proposal Documents. Submit **five (5) copies**, printed and double-sided, of the Proposal Forms

and other supporting documents. Please use paper with a minimum of 25% post-consumer recycled content, and do not glue bind the Proposal Forms and supporting documents. The Proposal and all Proposal Forms should be signed by an authorized person, and all forms, as required, are notarized, and a person, with title, address, telephone number and e-mail address, whom the City may contact, is identified.

2.16 PROCESS INTEGRITY REQUIREMENTS

Each Proponent is individually and solely responsible for ensuring compliance with the following Process Integrity Requirements. This responsibility extends to the Proponent's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting the Proponent's proposal. Requirements include:

- All solid waste collection RFP-related communications with the City, from the time this RFP is advertised and issued until the time a negotiated contract is forwarded to the City Council, shall be through the staff contact provided in this RFP.
- Proponents or their agents shall not contact other City staff, appointed or elected officials, consultants retained by the City or other agents regarding this RFP from the time this RFP is advertised and issued until the time a finalized contract is forwarded to the City Council.
- Only City-provided information and RFP materials and Addenda that are provided in writing to all Proponents are to be utilized in developing the Proposal. Any Proponent's reliance on other City information and materials may result in a non-responsive Proposal due to inaccurate or incomplete information
- Any information and materials to be utilized by the City during the Proposal evaluation and selection process must be included as part of the original proposal or submitted in response to a specific request from the City

Any evidence that indicates a Proponent has failed to comply with the specific Process Integrity Requirements, or has otherwise substantially diminished the City's ability to award a Contract in a timely manner and free of contention, may result in that Proponent's disqualification and forfeiture of the Proponent's Proposal Bond. The City reserves the sole right to disqualify any Proponents at any point in the process prior to Contract award for failure to comply with this requirement.

SECTION 3: PROPOSAL INSTRUCTIONS AND FORMS

3.1 Proposal Preparation Guidelines and Format

These instructions provide guidelines governing the formation and content of the proposal and the approach to be used for its development and presentation. The intent of this section is to describe the proposal format and requested information that is essential to an understanding and evaluation of the proposed system. The inclusion of any additional pertinent data or information by the Proponent is recommended.

Proposals must be stapled or bound, sealed, typed and prepared on both sides of 8-1/2" by 11" recycled content paper. Oversized documents may be submitted, but they must be folded to size and secured in the proposal. All pages of the proposals must be numbered and sections clearly identified.

The proposal and all attachments shall be complete and free of ambiguities, alterations and erasures. The proposal certification (Form 5) shall be executed by the Proponent or the Proponent's duly authorized officer or agent. In the event of conflict between words and numerals, words shall prevail.

The proposal shall follow the format outlined below, and shall include the required content in sequential format.

A. Executive Summary

Provide a brief overview of the entire proposal and highlight the key aspects of the proposal (maximum 6 pages). In the executive summary or cover letter, please confirm receipt of any RFP addenda received and considered during the development of your proposal.

B. Management and Qualifications

B.1 Proponent

State the name of your company, home office address, Washington business address, and the name, address, phone number, FAX number, e-mail address, website address and title of the person to be contacted concerning the Proposal. If the Proponent is a subsidiary, state the name of the parent company, the home office address, telephone number and website address of the parent company, and describe the parent company's relationship to the Proponent. State whether the person signing the documents has the authority to sign on behalf of the Proponent. State also the names of companies that will share significant and substantive responsibilities with you, as joint venture partners or in another manner, in performing under the Contract. Include documentation that the Proponent is duly organized and validly existing as a corporation or partnership in good standing, and licensed to do business in the City. If the Proponent is not licensed to do business in the City, then the Proponent must provide a sworn statement that it will take all necessary actions to become so licensed if selected as the Successful Proponent.

B.2 Resumes

Supply the names and resumes of the principal officers, partners or other officials of each company involved in performing substantive responsibilities required under the Contract, and provide the names and resumes of the individuals who will be responsible for implementation of the Contract. At a minimum, include the general manager, operations manager(s), financial officer and customer service manager(s). Describe the ownership, managerial and/or fiduciary role of each of the participating companies. Include the names, company affiliation, telephone numbers and e-mail addresses of key individuals integrally involved in the Proposal. Provide an organization chart or other means of explaining the interrelationships between the team members.

B.3 Litigation and Violations

List any company, partner, holding company or subsidiary involved in the Proposal, or any corporate officer, that has been involved within the past five years in litigation or arbitration arising out of performance of a municipal solid waste contract, arising out of performance of a processing or marketing contract, arising or connected with violation of state or federal anti-trust laws, arising from or connected with allegations of corrupt practices or arising from operating permits and other operating requirements, including local, state and federal rules or regulations. In the case of national companies with multiple affiliated regional companies, the above disclosure should be limited to Pacific Northwest operations and personnel. Explain details fully. In the event that disclosure limited by court authorized non-disclosure provisions, then general circumstances shall be described and disclosure requirements stated.

B.4 Subcontractors

List all items of work or services to be performed by Subcontractors, and the names, qualifications and resumes of the Subcontractors. Also, list equipment and supplies to be purchased from vendors. Provide an estimate of cost, expected time of purchase, and length of time necessary for delivery for each of the items.

B.5 Experience

Describe fully the experience of your team (both individuals and the corporate or partnership team) in providing the services requested in this RFP. Describe similar projects, and include the scope of services (including a summary of which collection and/or processing services were covered by the contract), annual revenues, tonnages and number of customers. Describe any major problems encountered in establishing service or collecting, processing, or marketing recyclables or yard debris. Provide references (including contact name, title, organization, mailing address and contact information) for all similar projects described.

Describe your experience with implementing and managing: (1) the transition from manual to automated residential collection; (2) the transition from a yard waste-only organic recycling collection program to a fully organic (including kitchen waste) recycling collection; and (3) the transition from 3-bin recycling collection to fully commingled recycling collection systems.

Describe specific implementation challenges, problems or issues and how you plan to solve or have attempted to solve the problems in those situations.

C. Collection and Management Operations

C.1 Garbage Collection and Handling

Describe fully the garbage collection equipment and containers you will use under the Contract, keeping in mind the specifications included in the Contract for the collection frequency, types of containers, and the City's intention that recyclables and yard debris be collected separately from Garbage. Identify the manufacturer, model and sizes of containers proposed to be used and provide a color photo image of the proposed containers. Identify the chassis and body used to collect residential, commercial and drop-box service sectors. Also identify for each type of truck: the number of compartments, the capacity of each compartment, total weight and volume capacity of each vehicle, loading and unloading characteristics, the number necessary to perform the required services, the average number of collections each vehicle can make in a day, and the useful life and current age of each collection vehicle, including back-up vehicles.

Describe and provide examples of your route management system and route sheets. Describe how routes are developed – for example, manually by management, by drivers or through the use of heuristic software? Describe how route exceptions (extras, rejects, other problems) are logged and how soon after occurrence this information will be available to the City.

Identify the destination for all collected garbage. If more than one transfer station will be used, identify the proportion of loads destined for various transfer stations and the criteria for routing trucks to a particular transfer station.

Address how you would implement automated residential collection if the City elected to proceed with that option, including promotional and educational approach, requirements for customers, actions required of the City, how routes would be developed, what make and model trucks would be used, and how you would coordinate service change information to minimize customer disruption.

Describe how you will plan for and provide contingencies for service in the event of equipment failure, loss of recycling processing, composting or municipal solid waste disposal capabilities or capacity, inclement weather, strike or other unexpected circumstances which may occur during the term of the Contract.

C.2 Recyclables Collection, Processing and Marking

Describe fully the recycling collection equipment and containers you will use under the Contract, keeping in mind the specifications included in the Contract for the collection frequency, sizes of carts, and the City's intention that recyclables and yard debris continue to be collected separately from garbage. Identify the manufacturer, model and sizes of containers proposed to be used and provide a color photo image of the proposed containers. Identify the chassis and body used to collect residential and commercial service sectors, and for each type of truck: the number of compartments, the capacity of each compartment, total weight and volume capacity of vehicle, loading and unloading characteristics, the number necessary to perform the required services, the average number of collections each vehicle can make in a day, and the useful life and current age of each collection vehicle.

Describe fully your proposed recycling processing facility including location, hours of operation, processing capability per hour and per day by material type, tons of material currently processed per day by material type, additional processing capacity committed to in the future by material type, and the amount of that capacity needed to process the recyclables collected under the Contract. Specifically address how commingled materials are currently processed and the average rejection or contamination rate experienced by your firm or contracted processor.

C.3 Yard Debris Collection, Processing and Marketing

Describe fully the yard debris collection equipment and containers you will use under the Contract, keeping in mind the specifications included in the Contract for the collection frequency, size of cart, and the City's intention that recyclables and yard debris be collected separately from garbage. Identify the manufacturer, model and sizes of containers proposed to be used and provide a color photo image of the proposed containers. Identify the chassis and body used to collect yard debris, and for each type of truck: the number of compartments, the capacity of each compartment, total weight and volume capacity of vehicle, loading and unloading characteristics, the number necessary to perform the required services, the average number of collections each vehicle can make in a day, and the useful life and current age of each collection vehicle.

Describe fully your proposed yard debris processing facility including location, hours of operation, processing capability per hour and per day by material type, tons of material currently processed per day by material type, additional processing capacity committed to in the future by material type, and the amount of that capacity needed to process the yard debris collected under the Contract.

Address whether the proposed yard debris carts are capable of handling food wastes or other organics, and whether the proposed composting facility is capable of handling source-separated food waste now or in the future. If the proposed composting facility can handle additional organic materials other than yard debris, provide the permitted capacity for those materials, feedstock and delivery requirements, and the proposed tipping fee if fees for mixed yard debris and food wastes would be different than tipping fees for yard debris alone.

C.4 Maintenance and Support Facilities

Identify the operator (if subcontracted), location, structures and zoning of your proposed maintenance and support facilities. Provide the number of repair bays available at the facility and maintenance staffing levels (mechanics and helpers). Provide the total number of trucks maintained at the site for all contractor operations, as well as the number of trucks and spares dedicated to the City's contract.

Describe your fleet maintenance procedures and/or policies, including scheduled or preventative maintenance practices. Outline environmental procedures in the management and operation of facilities and fleets. Describe how your company would integrate biodiesel and emissions reductions elements into your fleet and operations.

C.5 Billing Support and Customer Service Support

Describe in detail the manufacturer and model of equipment and software used to maintain route data and provide supporting data for City billing.

Provide references of other municipalities that have a similar relationship between contractor and city billing responsibilities. Discuss how your company has implemented services in those cities, with particular emphasis on how the transition between the previous contractor and your company was handled, and how your company minimized customer impacts.

Discuss how staffing levels are established and modified to ensure timely customer service, and how new and existing staff are trained. Describe how customer service performance is measured, including the specific targets or performance metrics used to evaluate your company's performance. If call center staff handle calls from more than one City or WUTC-certificated service area, describe the procedures and aids used by those staff to address calls from different service areas without delaying responses to customers.

Discuss how long it takes your firm to respond to service calls, how you monitor and adapt your field staffing to minimize your response time, and how the resolution of each service call is performed in a timely manner.

Describe your procedures for handling "missed" collections. Does your company have a separate route for handling misses at the end of each day; is each route driver responsible for collecting their misses on the day or day after regular collection; or does your company use some other system? How has this approach worked to minimize repeat misses? How do you handle customers who repeatedly report unwarranted misses?

C.6 Transition and Implementation Plan

Describe your proposed transition and implementation plans to ensure an efficient and successful implementation of service provisions as outlined in the Contract. Identify the major issues and describe your proposed approach. Discuss customer information, promotion and notification, customer service, procurement and delivery of vehicles, containers and other equipment, contingency plans and other considerations which will ensure a successful transition and implementation of the Project consistent with the start of collection services. Include a timeline which identifies major tasks and key dates in the transition and implementation plan.

C.7 Mandatory Collection Alternative

Describe how you would propose to implement mandatory collection, if that alternative is chosen by the City.

D. Financial Statements

Provide the following financial statements for the most recent operating year for each of the proposing firms or for the proposing joint venture: balance sheet, income statement, and statement of the sources and uses of funds. If the Proponent is a newly formed joint venture that lacks sufficient history to have generated the requisite financial statements, then provide the financial statements for each company making up the joint venture. If the Proponent is a subsidiary, provide financial statements for both the subsidiary and the parent company for the most recent operating year. If Proponents wish to protect any of these statements from public disclosure, the statements must be clearly labeled as proprietary. **However, the Proponent should be aware that all documents submitted, including financial statements, may be subject to public disclosure.**

E. Financial Forecasts

Provide operating budgets, by collection sector, for the proposed collection system as indicated on Proposal Form 2b. The forecasted budgets should be supplied (or developed) for the City's Contract only and not for the Proponent's organization as a whole. Statements are required for the initial full year (calendar year 2007) of the Contract Term. All information should be in 2007 dollars.

Proponents are cautioned to use realistic costs and revenues of recyclables for each collection sector. Proponents will be evaluated, in part, on the accuracy and reasonableness of their financial and operational forecasts.

If Proponents wish to protect any of these statements from public disclosure, the statements must be clearly labeled as proprietary. **However, the Proponent should be aware that all documents submitted, including financial statements, may be subject to public disclosure.**

F. Implementation and Public Information

If you would be a new service provider to the City of Lake Forest Park, describe in detail how you would work with the existing contractor to ensure a smooth transfer of information and cart/container exchanges in a timely manner to meet the January 1, 2007 start date. Identify the individuals involved in this effort, their qualifications and previous experience in transitioning existing collection programs. Describe whether the same person will be serving as part of the management staff throughout the Contract Term as serves during the Transition/ Implementation Period.

The Contractor will be responsible for introducing the new recycling collection system, supporting City multifamily recycling promotion, maintaining the Contractor's website and certain other activities. City staff will lead program promotion efforts, and will require participation and support from the Contractor (promotional planning assistance, customer service education, distribution of materials at the curb, etc).

Describe and provide examples of materials developed by Proponent staff and used to introduce and support single-family recycling, yard debris, and expanded foodwaste collection programs. Address how materials will be distributed and how residents seeking additional information will be accommodated during program introduction. Detail how your approach will increase and maintain participation and how methods may change as participation levels increase or decrease.

Describe fully how you will promote commercial and multifamily recycling and increase commercial and multifamily recycling levels. Describe fully the public information techniques you will use in responding to contamination or other customer problems at a particular complex. Detail how your approach will increase and maintain participation and how methods may change as participation levels increase or decrease. Provide examples of informational materials developed and used by your staff.

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

Describe your company's website, and how you plan to present information about the Project on the website. Describe your procedures to keep information on your website up-to-date.

Identify and describe fully the qualifications of your Publicity and Education Director including previous experience in working with recycling collection programs and government organizations. Describe whether the same person will be serving as the Publicity and Education Director throughout the Term of the Contract as serves during the Transition/Implementation Period.

G. Contract Modifications

Detail any proposed modifications to the Draft Contract provided in Section 4 of this RFP. For each proposed modification clearly indicate the reason for the requested change, whether the proposed change is a preference or a mandatory part of your proposal, proposed alternative text, and the cost impact (if any) resulting from the proposed change. Any proposed modifications to

contract provisions **MUST** be accompanied by a statement of cost savings or cost increase above the baseline bid provided on Forms 2a and 2b.

All questions specifically regarding contract language interpretation or the acceptability of alternative approaches must be asked during the proposal question/answer process described in Section 2.4 of this RFP.

3.2 PROPOSAL FORMS

The following forms must be completed in full and in accordance with both the Instructions to Proponents and with the instructions that follow below, and must be submitted collectively as the Proposal Forms. Use black ink or type on all forms.

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

Proponents must number each page that contains information that cannot be written directly on a form or pages that are reproductions of a form. The page number must be placed in the upper right-hand corner of each such page and sub-lettered to correspond with the page to which the information pertains (e.g., 2a, 2b, etc.).

Many of the Proposal Forms direct the Proponent to photocopy forms as necessary. Proponents may instead reproduce Proposal Forms on a computer. Each page so generated must have the header, footer and body of information in the same locations as the original form to assure uniformity of the Proponent's submittal. Typefaces may differ to the extent that the reproduced forms remain legible. These Proposal Forms are available electronically in Microsoft Word and Excel format from the City contact listed in Section 2.2 of this RFP

Proponents must provide complete and detailed responses to each question. If the Proponent fails to do so, its Proposal may be deemed non-responsive and may be rejected by the City. During the execution of the Project, the City will consider information submitted by the Successful Proponent to be binding, and any substitutions or deviations from the information provided must be approved in writing by the City.

Form 1

COVER SHEET AND GENERAL INFORMATION

Company Name: _____

Home Office Address: _____

Washington Business Address: _____

Website Address: _____

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

If Applicable, Name of the Parent Company:

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

Describe the parent company's relationship with the Proponent:

If applicable, does the person signing the documents have the authority to sign on behalf of the Proponent?

_____ Yes

_____ No

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

Attach to this form, and number appropriately, documentation showing that the Proponent is duly organized and validly existing as a corporation or partnership in good standing, and licensed to do business in the City. If the Proponent is not licensed to do business in the City, then the Proponent must provide a sworn statement that it will take all necessary actions to become so licensed if selected as the Successful Proponent.

Form 2

PRICE PROPOSAL

Form 2a:

Complete all blanks on the attached Form 2a, including projected container content weights, monthly disposal fees, monthly collection fees, total service charge (the sum of disposal and collection fees) and fees for miscellaneous services (including hourly rates for vehicles). Where directed, include per pick-up disposal fees, per pick-up collection fees, and the total service charge.

Customer counts are included only for the purposes of price evaluation. Prospective Proponents are responsible for developing their own service level profile forecasts for the internal purpose of developing their proposed fees. Customer counts highlighted in yellow are projections included to evaluate pricing and do not reflect current usage levels (which are unknown by the City).

Some discrepancies exist between the Form 2a service counts and the actual services provided by the current contractor. For example, the current container inventory includes 1.25 yard containers, which have been listed on Form 2a as 1 yard customers and the actual sizes of Drop-boxes are unknown and have therefore been consolidated as “30-yard” customers. Proponents are encouraged to review the Attachment B reporting data carefully.

The contractor’s fees provided on Form 2a shall include all capital, labor and other operating costs, including administration, management, profit, and incidental taxes. State refuse collection tax, County household hazardous waste fees and City utility taxes shall be excluded from the Proposal rates. Contractor fees provided by the Proponent on Form 2a shall incorporate the following elements, and be based on actual cost of service:

<i>Customer Sector</i>	<i>Include In Rates</i>	<i>Rate Formula</i>
Single-family Residential	Garbage+Recycling+Yard Debris costs	Minican = 0.6x Garbage Can/32 Gallon Cart = 1.0x 2 can/60/64 Gallon Cart = 1.5x 3 can/90/96 Gallon Cart = 1.9x
Multifamily/Commercial Can, Cart and Detachable Container	Garbage+Recycling costs, <u>including</u> container costs	cost-of-service
Temporary Detachable Container and Drop-box	Garbage costs, <u>excluding</u> container rental	cost-of-service
Drop-box Service	Garbage +Recycling costs, <u>excluding</u> container rental	cost-of-service
Other Services (e.g. container cleaning, commercial yard debris, etc.)	Only cost-of-service	cost-of-service

The Proponent’s cost-of-service model shall be generally designed to recover the costs for each collection sector only from that sector, provided however, that Proponents are encouraged to

maintain the City's existing revenue contribution relationships between various collection sectors.

Alternatives:

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

Increased or reduced amounts should be expressed as modifications to the regular single 32-gallon can rate. If the alternative is selected, the actual amount added or subtracted from each service level will be based on the rate formula indicated on the above table. For example, if a particular alternative would raise the 32-gallon can rate by \$0.50 per month; the minican rate would be adjusted by $0.6 \times \$0.50 = \0.30 per month, and the 2-can rate would be adjusted by $1.5 \times \$0.50 = \0.75 per month.

Reductions in the base rate shall be expressed as a negative number. Increases in the base rate shall be expressed as a positive number.

1. **Weekly Recycling:** Enter the increased amount per single-family 32-gallon can customer to increase collection frequency from the base bid of every-other-weekly to weekly. Include any increases in truck costs, collection volume, processing costs, recycling revenues, decreases in garbage disposal charges and any other relevant operating costs to determine the reduction when calculating your proposed rate modification.
2. **Weekly Yard Debris Collection:** Enter the increased amount per single-family 32-gallon can customer to increase collection frequency from the base bid of every-other-weekly to weekly year round. Include any increases in truck costs, collection volume, processing costs and any other relevant operating costs to determine the reduction when calculating your proposed rate modification.
3. **Electronics-scrap:** Enter the increased amount per single-family 32-gallon can customer to provide electronic scrap collection per the highlighted alternative language in the draft contract provided with this RFP.
4. **Automated Collection:** Enter the additional or reduced amount per single-family 32-gallon can customer to provide automated residential collection in appropriate areas of the City. This amount will be added or subtracted from the base proposal rates for ALL Single-family Residence customers (not just the customers actually receiving automated collection) if the proposal is accepted. Include the costs of garbage carts for all households eligible for automated collection (i.e. those households located in areas amenable to automated collection), and collection equipment and operating costs to determine increases or reductions when calculating your proposed rate modification.
5. **Spring Clean-up:** Enter the additional amount per single-family 32-gallon can customer to provide an annual single-family Spring Clean-up event. Include the costs of labor,

equipment, disposal fees and recycling fees/revenues to determine the increase when calculating your proposed rate modification.

6. **Mandatory Collection:** Enter the additional or reduced amount per household per month to implement the mandatory collection scenario described in this RFP. If you expect no change in rates, enter “zero”.

Form 2b:

Using the format provided on Form 2b, provide operating budget projections for the first full year of Contract services (calendar year 2007). Complete all blanks on the form, including operating statistics. Provide notes (e.g. truck depreciation period), as needed, to explain your projections.

Page 1 of Form 2b must be used for reporting the operating budget projections for the base proposal. Page 2 of Form 2b must be used to itemize a revised operating budget for the various proposal alternatives. The revised operating budget for the alternative should correspond to the unit cost differences entered on Form 2a.

If Proponents wish to protect any of these statements from public disclosure, the statements must be clearly labeled as proprietary. **However, the Proponent should be aware that all documents submitted, including financial statements, may be subject to public disclosure.**

Insert Form 2a Spreadsheet page 1

Insert Form 2a Spreadsheet page 2

Insert Form 2a Spreadsheet page 3

Insert Form 2b Spreadsheet page 1

Insert Form 2b Spreadsheet page 2

Form 3
PROPOSAL SECURITY

The Proponent and its surety company must complete either the Proposal Bond provided below, or a standard Proposal Bond that contains the same information as the bond provided below.

Herewith include a deposit in the form of a certified check, cashier's check or cash in the amount of Twenty-Five Thousand Dollars (\$25,000).

PROPOSAL BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE,

_____ of _____, as Principal,
and the

_____,
a corporation duly organized under the laws of the State of _____, and authorized to do business in the State of Washington, as Surety, are held and firmly bound unto the City of Lake Forest Park, Washington, as Obligee, in the full and penal sum of Twenty-five Thousand Dollars (\$25,000), the payment of which the Principal and the Surety, bind themselves, their heirs, executors, administrators and assigns, and successors and assigns, jointly and severally by these presents.

The condition of the obligation is such that if the Obligee shall make any award to the Principal for the Comprehensive Garbage, Recyclables and Yard Debris Collection Contract, according to the terms of the Proposal made by the Principal therefore, and the Principal shall duly make and enter into the Contract with the Obligee in accordance with the terms of said Proposal and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee: or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the Request for Proposals, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages the amount of this bond.

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be signed and sealed this _____ day of _____, 2006.

Principal

Surety

Attorney-in-Fact

Return of Deposit in the Amount of \$ _____

Date: _____, 2006

By: _____

Form 4

IDENTIFICATION OF PERFORMANCE SECURITY

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

_____ whose address is

_____, _____, whose
Street City State and Zip Code

telephone number is _____, and website address

is _____.

Form 5

CERTIFICATION OF PROPOSAL - DECLARATION AND UNDERSTANDING

Proponent's Declaration and Understanding

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

The Proponent declares that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; this proposal is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proponent has not directly or indirectly entered into any agreement, induced or solicited any other Proponent to submit a false or sham Proposal; the Proponent has not solicited or induced any person, firm or corporation to refrain from Proposing; the Proponent has not sought by collusion to obtain for itself any advantage over any other Proponent or over the City; and Proponent has not otherwise taken any action in the restraint of free competitive proposals in connection with the Project for which this Proposal is submitted.

The Proponent declares that it has familiarized itself with the nature and extent of the Contract, the existing Project, all local conditions and all other relevant facilities, properties, laws and regulations that in any manner may affect cost, implementation, progress, performance or furnishing of the Project. The Proponent has satisfied itself as to the services and equipment to be provided, including the fact that the description of the services and equipment is brief and is intended only to indicate the general nature of the Project, and that this Proposal is made according to the provisions and under the terms and conditions of the Contract, which are hereby made a part of this Proposal.

The Proponent further acknowledges that it has satisfied itself as to the nature and location of the Project, the general and local conditions, particularly those bearing on the availability of equipment, access, recycling and organic material markets, disposal fees, availability of labor, roads, and the uncertainties of weather or similar physical conditions in the City, the character of equipment and facilities needed to execute the Project, and all other matters that may in any way affect the Project or the cost thereof under the Contract.

The Proponent further acknowledges that it has satisfied itself as to the character, quality and quantity of information provided by the City regarding the Existing Project and solid waste system, and the Proponent has adequately investigated the City's customer base and any additional information that may be provided by the City. Failure by the Proponent to acquaint itself with the physical conditions of the City's customer base and all available information will not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the services and providing the equipment required under the Contract.

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

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

Contract Execution, Performance Guarantees And Insurance

The Proponent proposes and agrees, if this Proposal is accepted, to enter into a Contract with the City, in the form substantially similar to the Contract included in the Proposal Documents, to provide services and equipment as specified or indicated in the Contract for the prices and during the time period indicated in this Proposal and in accordance with the other terms and conditions of the Contract.

The Proponent accepts all of the terms and conditions of the Proposal Documents, including, without limitation, those dealing with the disposition of Proposal Security. This Proposal will remain subject to acceptance until 180 days following Proposal submittal. The Successful Proponent will sign and submit the Contract with the letter of credit and proof of insurance acceptable to the City within five days after receiving the Notice of Finalist.

Self-Reliance

The Proponent acknowledges that the information contained in this Proposal represents our understanding of the City's existing Project, terrain, streets, alleys, container locations, recycling and organic debris markets, and other conditions that could affect the costs or operational efficiencies of fulfilling the Contract. In preparing this Proposal, we have relied on our own investigation and research.

Start Of Project And Contract Term

If awarded a Contract, the Proponent agrees to commence all collection services under the terms and conditions of the Contract on January 1, 2007. The Contract will extend through June 30, 2014, with a provision for up to two separate two-year extensions through June 30, 2018.

Unit Price

The Proponent proposes to invoice and collect payments of the Contract charges (rates), as set forth under the provisions of the Contract.

Contractor charges (rates) will be adjusted upward or downward as provided in the Contract unless prohibited by law or a vote of the people, in which case the Contract will be subject to

renegotiation under Section 6.4 of the Contract. The Contractor will be responsible, generally, for all real (non-inflationary) cost increases, and will benefit from any real cost decreases, except as specifically agreed to in the Contract. The Proponent understands that the per unit served price and the price adjustments are independent of the quantities and quality of materials collected. The Proponent agrees that the per unit served price and the price adjustments represent a reasonable measure of the labor and materials required to execute the Project, including all allowances for overhead and profit, and applicable taxes, fees and surcharges for such services. Prices shall be given in U.S. dollars and cents.

Compliance with Process Integrity Requirements

The Proponent has complied with the Process Integrity Requirements as described in Section 2.18 of this RFP and further agrees to comply with those Guidelines during the proposal evaluation process.

Addenda

The Proponent below lists and hereby acknowledges receipt of all Proposal Documents and of the following Addenda:

<u>Addenda Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The Proponent agrees that all Addenda issued are part of the Contract, and the Proponent further agrees that its Proposal includes all effects of the Addenda.

Identification and Authorization

The name of the Proponent 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 submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

If the Proponent is a partnership, attach to this form and number appropriately a copy of its partnership agreement. If the Proponent is a corporation, attach to this form copies of its articles of incorporation, bylaws and certificate of good standing, as certified by the Secretary of the Board of Directors.

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set its hand this ____ day of _____, 2006.

Signature of Proponent

Title

If Corporation

IN WITNESS whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this _____ day of _____, 2006.

Name of Corporation

By

Title

Attest (Secretary)

Appendix A-C