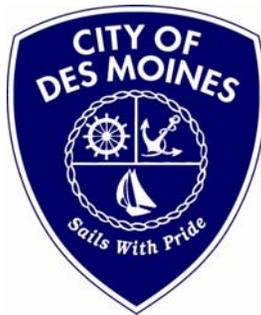


Request for Proposals (RFP) for:



**21630 11th Avenue S, Suite D
Des Moines, WA 98198**

January 2011

City of Des Moines - Request for Proposals

Garbage, Recyclables, and Compostables Collection and Disposal/Marketing

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SECTION 1: INFORMATION FOR PROPONENTS

1.1 INTRODUCTION

The City of Des Moines (the “City”) is requesting Proposals from qualified firms for solid waste collection services within the City Service Area (the entire incorporated city – a map provided as Attachment A to the draft Contract). These services include: residential and commercial garbage, recycling and compostables collection, and the processing and marketing of collected recyclables and compostables. The initial contract term will be for seven years, from November 1, 2011 to October 31, 2018, with a City option for two additional two-year extensions.

The City is seeking a continuation of the existing solid waste collection system with minor revisions described in the attached Draft Contract. The City also seeks ten Proposal alternatives: (1) increasing Single-Family recycling collection frequency to weekly; (2) increasing Single-Family compostables collection to weekly; (3) decreasing Single-Family garbage collection to every-other-week; (4) shifting to a cart-based Single-Family garbage collection system; (5) shifting to embedded compostables collection where all Single-Family residential customers pay for and are eligible to receive compostables collection as part of basic garbage collection services; (6 and 7) including two potential versions of embedded recycling for commercial customers; (8) Mandatory single family garbage collection; (9) premium commercial service; and (10) establishing additional CFC/household battery drop-off sites. Proponents shall complete a base proposal, based on the services described in the attached Draft Contract (in Section 4), with the costs of proposal 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: Appendices include: (A) the Contract for the Project that will be entered into by the City and the Contractor, subject to revisions during finalization. The Contract reflects the base proposal and will be revised to incorporate any proposal alternatives selected by the City; (B) 12 months of collection data from Allied Waste; (C) the commercial/multifamily customer list; and (D) current rates.

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 the draft Contract (in Section 4 of this RFP) to determine the scope of operations envisioned under the *new* Contract.

The City of Des Moines has a 2010 population of approximately 29,000, with 5,600 single-family residential customers and 250 commercial and multifamily customers. The current system is operated under a contract with the formerly certificated hauler, Sea-Tac Disposal. Garbage collection is not mandatory for single-family residents, but is mandatory for multifamily and commercial sites. Estimated revenues under the current contract are between \$2.5 and \$3.0 million per year.

Appendix B includes 12 months of collection data provided by the existing contract which list customer counts and tonages by material stream and customer sector. The City has performed no verification of this reported data.

Single-family Collection

Single-family residences are provided weekly collection under a rate structure largely similar to the prior WUTC cost-of-service rate design. Included in the garbage service is a twice-yearly excess material collection program which allows all residents (including non-subscribers) to set out excess materials weighing up to 40 pounds per item. Residents may currently provide their own containers or rent a contractor-owned cart.

Every-other-week single-family recycling collection is currently offered through the use a wheeled cart. The recycling program includes newspaper, cardboard, uncoated mixed paper, aseptic and polycoated paper, aluminum cans, glass, metal food and beverage containers, and plastic containers.

Single-family compostables collection services are subscription-based and include every-other-weekly (March-November) or monthly (December-February) collection of customer cans, paper bags or contractor-provided carts.

Multifamily Collection

Multifamily residences are currently defined as all residents with two or more attached units. Multifamily residences are provided with can, cart or 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 commingled carts and/or detachable containers. The multifamily recycling program is subscription-based, with the contractor responsible for soliciting participation in the program, although all multifamily customers pay recycling fees.

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. A list of commercial customers and container sizes is contained in Appendix C to this RFP.

Commercial recycling is provided by the current contractor and other providers outside of the current contract. Customers are billed separately for commercial recycling.

Disposal

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

Administration

The City has had relatively little involvement in solid waste functions other than managing its existing contract and sponsoring grant-funded collection events.

The solid waste collection contractor is responsible for producing and distributing public information about recycling, collection schedule changes (such as holiday hours), and promoting new collection services. The hauler 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 system. These customer counts are believed to be accurate, but have not been independently confirmed by the City. Proponents are encouraged to perform their own investigation 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: garbage, recycling and compostables collection for all sectors (commercial recycling is a proposal bid alternative – not part of the base contract); the disposal of all garbage through the King County Disposal System; and the processing and marketing of collected recyclables and compostables.

The City Service Area is the incorporated City boundaries as of the start of the new contract. The City has had no recent annexation activity and there is unlikely to be a significant change in the City Service Area during the term of the new contract.

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 ten alternative scenarios:

1. **Weekly Recycling Collection:** The base proposal should assume continued every-other-week recycling for Single-Family Customers. This Proposal alternative increases the collection frequency to weekly.
2. **Weekly Compostables Collection:** The base proposal should assume every-other-week Compostables collection year-round for Single-Family Customers. This Proposal alternative increases the collection frequency to weekly.
3. **Every-other-Week Garbage Collection:** The base proposal should assume weekly Garbage collection for Single-Family Customers. This Proposal alternative decreases collection frequency to every-other-week.
4. **Universal Single-family Residential Garbage Collection Carts:** The base contract includes a requirement to provide for service to customer-owned cans, which are currently used by many Single-Family residential customers. This alternative would require the contractor to provide garbage carts to all Single-Family customers as a part of basic garbage collection service. The contractor would be allowed to implement automated collection (including cart placement requirements) where automated collection is feasible. However, not all areas of the City may be 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 cannot be provided without disruption to customers.
5. **Embedded Compostables Collection:** The base proposal should assume the continuation of the existing subscription-based compostables collection service for Single-Family residents. This Proposal alternative would handle compostables the same as recyclables in that all single-family customers would pay for and be eligible for the service as part of their basic garbage collection service.
6. **Embedded Commercial Recycling (cart-based):** This alternative would implement City-wide commercial recycling, with up to two 96-gallon recycling carts provided and collected weekly from each commercial customer who request the service at no

additional charge, as part of their garbage service. Businesses requiring additional detachable container service for recyclables would continue to separately arrange for that service. This service would be intended primarily to fill service gaps for smaller customers, although all customers would be eligible to use the service. The costs (and benefits) would be included in basic garbage rates for all commercial customers, as detailed in Section 2.2.7 of the draft contract.

7. **Embedded Commercial Recycling (150% capacity):** This alternative would implement City-wide commercial recycling, with recycling containers provided to businesses as a level of up to 150% of their garbage capacity with the costs (and benefits) included in basic garbage rates for all commercial customers, as detailed in Section 2.2.7 of the draft contract.
8. **Mandatory Collection:** This alternative would implement mandatory collection for single-family residences throughout the City. Currently only multi-family and commercial customers are subject to mandatory collection requirements. Under this alternative, the Contractor should propose how they would assist the City with implementing such a requirement and provide the net cost impact, per single-family customer, to have the City shift to mandatory collection.
9. **Premium Commercial Service:** This alternative would eliminate gate, unlocking and roll-out fees for detachable containers and roll the costs of providing those services into the overall rate base for that line of business.
10. **Compact Fluorescent Bulbs/Household Battery Collection:** The City is interested in innovative ideas to increase the recovery of compact fluorescent bulbs and used household batteries. This alternative does not necessarily require household collection, but rather could include setting up a number of local drop-off locations serviced by the Contractor. Proponents should describe their desired approach and provide a cost per household to implement the program.

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

The City envisions the base proposal collection system described in the draft Contract as provided in Section 4. The specific contract provisions are not repeated in this RFP, please carefully review the draft Contract for specific requirements.

Note that in addition to the administrative fee outlined in the Draft Contract Section 3.2, the successful proponent will be required to provide the City with a contract signing fee of \$40,000.00 upon execution of the contract to cover the City's staff and consultant costs associated with this competitive process. Proponents are expected to recover this cost from the proposed rates.

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:

Laura Techico
Land Use Planner
City of Des Moines
Planning, Building, and Public Works
21630 11th Avenue South, Suite D
Des Moines, WA 98198-6398
Phone: (206)870-6595 Fax: (206)870-6544
E-mail: ltechico@desmoineswa.gov <<mailto:ltechico@desmoineswa.gov>>
City Website: www.desmoineswa.gov <<http://www.desmoineswa.gov>>

In making copies of the 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, investigation, 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 compostables collection. Proponents are expected to confirm and provide assurances 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 the contact specified in Section 2.2.

Questions must be received by 4:30 PM on February 7, 2011 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	January 14, 2011
Issue Proposal Documents	January 14, 2011
Deadline for Proponent Questions	4:30 PM, February 7, 2011
Proposals Due	1:00 PM, March 16, 2011
Proposal Evaluation	March, 2011
Notice of Finalist to Selected Proponent	April, 2011
Finalization of Contract	April, 2011
Recommendation to City Council	April, 2011
City Executes Contract	May, 2011
Contractor Delivers Transition/Implementation Plan	Late May, 2011
Container Delivery	October, 2011
Start of Collection Services	November 1, 2011

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 Des Moines 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 (60) 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 as a result of this RFP process
- Discontinue negotiations with the selected Proponent or any Proponent, and commence discussions with any other party
- 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-2011 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 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 November 1, 2011.

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 package, marked with the words "PROPOSAL ENCLOSED - CITY OF DES MOINES 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 (60) 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, the City reserves the right to negotiate contract changes with the Finalist and/or to award the Contract to any Proponent, or terminate the RFP process and negotiate a contract independently of this process with any entity, at the City's sole discretion.

The City will base its selection 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 Proposals.

Proposals will be reviewed by an evaluation team composed of City staff and possibly 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 found to be not responsible or fails to meet any other pertinent standard or criterion established by the City.

The City may elect to further clarify proposal evaluation and scoring through an addendum to this RFP.

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 November 1, 2011.

2.13 PUBLIC DOCUMENTS AND DISCLOSURE

All submissions are the property of the City and become public records, subject to disclosure under Chapter 42.56 RCW 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.

Submit a written confirmation of interest to ensure that you will be sent any addenda mailed to potential Proponents.

2.15.2 Conduct Investigation 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. **In addition to the printed copies, the Proponent shall provide an electronic copy (.PDF format) of its entire proposal (minus bound corporate publications such as annual reports) on a CD submitted with the printed proposal package.**

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 Proponent 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 (5) 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 compostables. Provide references (including contact name, title, organization, mailing address and contact information) for all similar projects described.

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 compostables 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.

The City of Des Moines includes a number of streets that are inaccessible to larger route trucks and which will require the use of smaller and more nimble collection vehicles both for increased maneuverability and to limit road damage due to weight. Please specifically detail which trucks will service specific areas of the city and how you intend to address this concern.

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 the universal cart 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.

Discuss how you would implement mandatory single-family garbage collection, the lessons you have learned from similar situations and the respective roles you envision for the City and the Contractor.

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 compostables 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 Compostables Collection, Processing and Marketing

Describe fully the compostables 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 compostables 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 compostables, 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 compostables 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 compostables collected under the Contract.

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 (if used) 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, particularly as your planning and implementation relates to starting services on a less-than-optimal (very short) timeline. 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.

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 (11/1/11-10/31/12) of the Contract Term. All information should be in 2011 dollars.

Proponents are cautioned to use realistic costs and revenues 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 Des Moines, 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 November 1, 2011 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 may be responsible for introducing a new commercial recycling collection system (if the City selects that option), supporting City multifamily recycling promotion, maintaining the Contractor's website and certain other activities. City staff will review program promotion efforts, and will require participation and support from the Contractor (promotional material design and printing, 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 and compostables 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 multifamily/commercial (if the commercial recycling alternative is selected by the City) 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 site. 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 proposal 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).

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.

Form 2

PRICE PROPOSAL

Form 2a:

Both Form 2a and 2b are available as MS Excel files. When completed, **both forms must be sealed in a separate envelope** included in your proposal, as the City may choose to evaluate the qualitative and rate components of the proposals independently.

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. The exact number of drop-box hauls is unknown and an average of 2.5 hauls/customer/month will be used to evaluate rates.

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).

The Contractor's fees provided on Form 2a shall include all capital, labor and other operating costs, including administration, management, profit, and incidental taxes (e.g. tire and fuel taxes, B&O). State refuse collection tax, County household hazardous waste fees and City utility taxes shall be excluded from the Proposal rates. The City will add either a fixed administrative fee or a percentage retainage once the rates have been finalized. 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 costs Compostables collection charged separately to subscribers in base proposal.	cost-of-service
Commercial/Multifamily Can, Cart and Detachable Container	Garbage 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
Commercial/Multifamily Drop-box Service	Hauling costs, <u>excluding</u> container rental	cost-of-service
Other Services (e.g. container cleaning, commercial compostables, etc.)	Only cost-of-service or the rates set on Form 2a.	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.

For some seldom-used or ancillary services, approximate rates from the surrounding WUTC tariff area and/or the current contract have been entered on the Form 2a rather than requesting Proponents to propose their own rates for those services. Proponents shall use the listed rates in their revenue calculations and shall not provide different proposed rates for those services.

The specific number of participating multifamily complexes has not yet been determined. The commercial container counts provided on the Form 2a include multifamily sites. Proponents are urged to do their own investigations on the number of sites and probable levels of participation to determine their anticipated multifamily recycling costs. The City will attempt to further refine its data and calculate the total existing multifamily garbage volume. If successful, the City will issue an addenda with the updated information. The Form 2a contains a line (below the drop-box collection section) for proponents to list their proposed recycling surcharge for multifamily customers using commercial container and drop-box services. The surcharge will be assessed on the level of garbage service used by the multifamily customer. For example, if the surcharge is \$2/yard of garbage service, then 3-yard garbage container customers will have their garbage rates increased by \$6 per garbage collection "lift" (*not* per month). The surcharge will be embedded in rates charged to multifamily customers and not separately listed on customers' invoices.

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 customer rates provided on Form 2a. If the alternative is selected, the amount added or subtracted from the monthly base rate for each service level.

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 customer to increase collection frequency from the base proposal 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 your proposed rate modification.
2. Weekly Compostables Collection: Enter the increased amount per single-family customer to increase collection frequency from the base proposal 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 your proposed rate modification.

3. Every-other-Week Garbage Collection: Enter the decreased amount per single-family customer to decrease collection frequency from the base proposal of weekly to every-other-weekly. Include any decreases in truck costs and any other relevant operating costs
4. Universal Garbage Carts: Enter the additional or reduced amount per single-family customer to provide carts as part of basic service. This amount will be added or subtracted from the base proposal rates for all single-family Residence customers if the proposal is accepted. Include the costs of garbage carts for all households and savings achieved by partial automated collection to determine increases or reductions when calculating your proposed rate modification.
5. Embedded Compostables Collection: Enter the increased amount per single-family customer to add compostables collection to the service package for all single-family customers. 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
6. Cart Based Commercial Recycling: Enter the additional amount per yard of garbage container capacity to implement the cart-based (up to two recycling carts provided to each customer) commercial recycling alternative described in Section 2.2.7 of the collection contract. Include the additional costs of labor, equipment, recycling fees/revenues as well as disposal cost savings when calculating your proposed rate modification.
7. 150% Capacity Commercial Recycling: Enter the additional amount per yard of garbage container capacity to implement the “150% capacity” commercial recycling alternative described in Section 2.2.7 of the collection contract. Include the additional costs of labor, equipment, recycling fees/revenues as well as disposal cost savings when calculating your proposed rate modification.
8. Mandatory Collection: Enter the increased or decreased cost per household to implement and maintain mandatory collection for single-family customers. This should include the savings associated with a larger customer base as well as the cost of bad debt and other factors which may influence rates.
9. Premium Commercial Service: Enter the increased cost to all detachable container customers to eliminate separate charges for gates, unlocking and roll-outs.
10. Compact Fluorescent Bulbs/Household Battery Collection: Enter the increased cost per household to provide the services described in your proposal.

Form 2b:

Using the format provided on Form 2b, provide operating budget projections for the first full year of Contract services. 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 2a Spreadsheet page 4

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 Des Moines, 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 Compostables 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 _____, 2011.

Principal

Surety

Attorney-in-Fact

Return of Deposit in the Amount of \$ _____

Date: _____, 2011

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 (5) days after receiving the Notice of Finalist.

Self-Reliance

The Proponent acknowledges that the information contained in this Proposal represents its 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, the Proponent acknowledges that it has relied on its 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 November 1, 2011. The Contract will extend through October 31, 2018, with a provision for up to two separate two-year extensions through October 31, 2022.

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. 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 2.16 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 _____, 2011.

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 _____, 2011.

Name of Corporation

By

Title

Attest (Secretary)

Appendix A-D

Appendix A: Draft Contract

Appendix B: Monthly Reports from Existing Contractor

Appendix C: Customer List

Appendix D: Current Rates (including License Fee)