City of Kirkland
Request for Proposals

SOLID WASTE, RECYCLABLES
AND COMPOSTABLES
COLLECTION

Job # 01-21-PW

Issue Date: March 17, 2021
Due Date: May 17, 2021 – 3:00 p.m. (Pacific Standard Time)
REQUEST FOR PROPOSALS

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

SOLID WASTE, RECYCLABLES AND COMPOSTABLES COLLECTION

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

Proposals received later than **3:00 p.m. PST May 17, 2021** will not be considered.

A copy of this Request for Proposals ("RFP") may be obtained from the City’s web site at [http://www.kirklandwa.gov/](http://www.kirklandwa.gov/). Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

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

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

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

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

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

Greg Piland
Financial Operations Manager
425-587-3123
Appendix B:  Supporting Data

B.1 2018 Collection Quantities, Recycling Composition and Setout Data
B.2 2019 Collection Quantities, Recycling Composition, and Setout Data
B.3 2020 Collection Quantities, Recycling Composition, and Setout Data
B.4 2021 YTD Collection Quantities, Recycling Composition, and Setout Data
B.5 2021 Wholesale and Retail Rates

Appendix D:  Industry Review Comments and Responses
SECTION 1: INFORMATION FOR PROPOSERS

1.1 INTRODUCTION

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

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

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

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

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

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

This RFP is organized into four sections:
Section 1: Information for Proposers provides background information regarding the City’s solid waste handling system (“System”) and generally describes the services to be performed by the Contractor according to the terms of the Base Contract.

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

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

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

1.2 EXISTING COLLECTION SYSTEM

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

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

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

Waste Management, Inc. is the City’s current contractor. Waste Management, Inc. provides residential, commercial detachable container and drop-box services. A total of approximately 22,300 single-family customers and 1,385 commercial (828) and multifamily (557) customers are provided service in Kirkland. Garbage collection is mandatory within Kirkland. The City and its contractor share customer service responsibilities while the City retains sole responsibility for
customer billing. Additional information on the City’s solid waste collection and recycling programs and utility billing system is available on the City’s website at www.kirklandwa.gov.

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

Single-Family Collection

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

Multifamily Collection

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

Commercial Collection

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

Containers

City of Kirkland Request for Proposals  March 17, 2021
The current contractor uses its own carts, detachable containers and drop-boxes. At the end of the current contract, all contractor-supplied carts, at the City’s option, revert to City ownership without further compensation to the current contractor and on a fully assignable basis. The City, at its option, also may purchase or assign the right to purchase Waste Management’s in-place inventory of Detachable and Drop-Box containers at a sales price equal to fifty percent (50%) of the average new price for each Container based on the average price from three (3) manufacturers chosen by the City. The City will ascertain the value of steel containers to the best of its ability and will issue that estimation via RFP addendum.

Disposal

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

Administration

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

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

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

1.3 GENERAL TERMS

1.3.1 General Scope of the New Contract: Base Proposal

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

The Contractor selected as a result of this RFP process shall be responsible for all aspects of the contracted-for Services, including but not limited to providing equipment, labor, supervision and
supplies necessary to perform the Services. The Contractor shall be responsible for providing
carts, detachable containers and drop-boxes necessary for all collection services to customers in
the Service Area. In addition, the selected contractor shall assist the City in the production and
distribution of public information about recycling, collection schedule changes (such as holiday
hours) and the promotion of new collection services. Although the Contractor will have primary
responsibility for all customer materials (subject to prior City review), the City may choose to
develop some materials for the Contractor to print and distribute to customers.

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

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

1.3.2. Alternatives

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

SECTION 2: INSTRUCTIONS TO PROPOSIERS

2.1 DEFINED TERMS

Terms used in these Proposal Documents that are defined in the RFP and/or Base Contract have
the meanings assigned to them therein.
• “Base Contract” means the Comprehensive Garbage, Recyclables and Compostables Collection Contract, to be entered into by the City and the Selected Proposer(s) after completion of the RFP process. A copy of the Base Contract is attached to this RFP in Appendix A.

• “Base Proposal” means the proposal submitted by a Proposer based on the Base Contract and that meets the requirements of the RFP.

• “City” means the City of Kirkland, a municipal corporation of the State of Washington.

• “Contract” means the contract executed by the City and the Selected Proposer for the Services consisting of the Base Contract together with any approved exceptions and any amendments related to alternatives selected by the City.

• “Contractor” means the Selected Proposer that has entered into the Contract with the City related to the Services.

• “Day” or “Days” means calendar days unless otherwise specified.

• “Proposer” means a vendor that submits a Proposal to the City in response to this RFP.

• “Proposal” means a formal response to the RFP submitted by a Proposer to the City. A Proposal is considered a “Responsive Proposal” if it includes all necessary documents, information, security, rates, and proposed modifications to the Base Contract in compliance with the RFP.

• “Proposal Documents” include the Advertisement for Proposals and the Request for Proposals, including the Information for Proposers, the Instructions to Proposers, the Proposal Forms and the Base Contract, together with any attached or referenced appendices, exhibits and addenda.

• “RFP” means these procurement documents.

• “Selected Proposer” means the Contractor to whom the City makes an award as provided in the Award of Contract section of these Instructions to Proposers.

• “Service Area” means the area within the incorporated boundaries of Kirkland specified as the Contractor’s service area.

• “Services” means all collection and processing services and associated functions addressed in the Base Contract, including any changes made to the Contract in its executed final form.
2.2 COPIES OF PROPOSAL DOCUMENTS

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

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

In making copies of the Proposal Documents available, the City does so only for the purpose of obtaining Proposals on the Services 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 Proposer to do the following before submitting a Proposal:

- Carefully review the Proposal Documents during the pre-release industry review period and inform the City in writing of any questions, comments or objections to any document or portion of the Proposal Documents, including but not limited to the Base Contract requirements. Proposers shall include in such objections any terms of the Base Contract that the Proposer is unable to meet and/or terms that the Proposer believes are preferential to a particular prospective Proposer.

- **Notify the City in writing of the Proposer’s interest in this RFP and provide the name, e-mail address and phone number of the contact person to whom RFP addenda and related information should be directed.** An e-mail to the City’s contact person listed in Section 2.2 shall be considered written notice for purposes of this Section 2.3. The City shall not provide addenda or other information to any Proposer that has not provided written notice as required pursuant to this Section 2.3.

- Carefully examine all of the Proposal Documents and any related attachments.

- Become familiar with local conditions that may affect costs, implementation, progress, performance or the furnishing of the services or equipment required under the Base Contract.

- Consider federal, state and local laws, statutes, ordinances, regulations and other applicable laws, executive orders and/or guidelines (“Laws”) that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Base Contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; minority- and women-owned business
or disadvantaged 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 pursuant to Section 2.4 so that the questions may be answered in an addendum to be issued by the City to all Proposers.

- 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 Proposer shall, at the Proposer’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 Base Contract and selected alternatives, and that the Proposer deems necessary to determine its Proposal.

Proposers are expected to be knowledgeable about the Service Area, to understand Kirkland’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. Proposers are also expected to confirm and assure to the City’s satisfaction that their equipment and personnel can make the collections and provide the Services called for under the Base Contract.

Finally, Proposers are expected to be knowledgeable about customer service, service standards, complaint resolution, quality management, applicable Kirkland Municipal Codes, and other matters necessary to ensure and provide 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 person specified in Section 2.2.

Questions must be received by 4:30 PM PST on April 5, 2021, in order to be considered. The City may, at its option, allow a second round of questions after that date, but questions may be limited to clarifications on answers provided during the first round of questions. The City will answer all questions on or about April 12, 2021 via written addenda to this RFP to all Proposers who have provided notice of its interest pursuant to Section 2.3. Proposers shall note receipt of each addenda on the completed Form 5 (Certification) submitted with a Proposal. The City...
reserves the right to modify the proposed Base Contract or any of the other Proposal Documents prior to the receipt of Proposals with notice to parties that submitted a written notice and request for Proposal Documents pursuant to Section 2.3.

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

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**

<table>
<thead>
<tr>
<th>Event</th>
<th>Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft RFP issued for industry review/comment period</td>
<td>February 1, 2021</td>
</tr>
<tr>
<td>Industry comments due</td>
<td>4:00 PM PST, February 22, 2021</td>
</tr>
<tr>
<td>Release Final RFP</td>
<td>March 17, 2021</td>
</tr>
<tr>
<td>Deadline for Proposer Questions</td>
<td>4:30 PM PST, April 5, 2021</td>
</tr>
<tr>
<td>Questions and Answers Posted</td>
<td>April 12, 2021</td>
</tr>
<tr>
<td><strong>Proposals Due</strong></td>
<td><strong>3:00 PM PST, May 17, 2021</strong></td>
</tr>
<tr>
<td>Proposal Evaluation, Interviews, Selection</td>
<td>May/June, 2021</td>
</tr>
<tr>
<td>Contract Award Recommendation to City Council</td>
<td>July, 2021</td>
</tr>
<tr>
<td>Contract Finalization with Preferred Proposer</td>
<td>July-August, 2021</td>
</tr>
<tr>
<td>City Executes Contract</td>
<td>September, 2021</td>
</tr>
<tr>
<td>Contractor Delivers Transition/Implementation Plan</td>
<td>October, 2021</td>
</tr>
<tr>
<td>Contract Implementation</td>
<td>October 2021-June 2022</td>
</tr>
<tr>
<td>Start of Collection Services</td>
<td>July 1, 2022</td>
</tr>
</tbody>
</table>

The submission of a Proposal shall constitute an incontrovertible representation by the Proposer that the Proposer has complied with every requirement of these Instructions to Proposers, that without exception the Proposal is premised on Proposer being able and willing to perform and furnish the services, labor and equipment required by the Proposal Documents by such means, methods, techniques, sequences or procedures as are 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 Base Contract.
2.5 PROPOSAL SECURITY BOND

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

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

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

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

2.6 CITY OF KIRKLAND INVESTIGATIONS AND PROCESS DECISIONS

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

- Contact staff from other jurisdictions regarding their experiences with Proposer;
- Visit a Proposer’s facilities, including proposed processing facilities, and view proposed vehicles and equipment;
- Meet the Proposer’s personnel, including interviewing the Proposer’s existing 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 Proposer in order to assist in the City’s evaluation of a Proposal;
• Require changes in the Base Contract that the City deems necessary;

• Decline to award a Contract for the Services as a result of this RFP process;

• Discontinue negotiations with the Selected Proposer or any Proposer, and commence discussions with any other responsive Proposer;

• Withdraw the RFP and reject any or all Proposals;

• Not award the Contract to any or all Proposers and issue a subsequent request for bids or request for proposals based on refinements of concepts proposed in response to this RFP or otherwise; or

• Seek other investigations, inquiries, reviews or clarifications which would allow the City to make informed decisions.

2.7 PROPOSALS

Each Proposer’s Proposal shall provide unit prices for all service levels indicated on the appropriate Proposal forms. All Proposals shall be provided in year-2022 dollars. The Proposal unit prices shall be used, in part, to determine the Selected Proposer as described in the Basis of Award section of these Instructions to Proposers. All costs for which the Proposer expects to receive payment as a result of the Services provided under the terms and conditions of the Contract shall be included in the unit prices, unless otherwise specifically directed. Costs include overhead and profit and non-itemized taxes, fees, or surcharges imposed by federal, state, or local laws.

The data on the existing Services concerning number of customers and collection tonnages should be viewed as the best available data accessible to the City and is 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 System may differ.

NOTE: Although the City requires mandatory solid waste collection services, it cannot provide any guarantee as to the future number of customers that may utilize the Selected Proposer’s services and may, per Kirkland Municipal Code 16.08.120-124, issue service exemption permits to qualified applicants.

By submitting a Proposal, the Proposer is committing to commencement of collection services by July 1, 2022, and to complying with each term of the Contract and corresponding portion of its submitted Proposal.

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

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

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

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

**2.9 SUBMISSION OF PROPOSALS**

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

2.10.1. Process

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

2.11 PROPOSAL EVALUATION

2.11.1 Evaluation Criteria

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

(1) Responsiveness/Completeness (pass/fail)

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

(2) Minimum General Qualifications (pass/fail)

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

(3) Rate Evaluation (60 points)

The rate evaluation will be conducted as described under the “Process” section in Section 2.11.2. The rate portion of Proposals shall be scored according to the following formula:

\[ \text{Subject Proposal Rate Score} = \left( \frac{\text{Lowest Proposal Rate Total}}{\text{Subject Proposal Total}} \right) \times 60 \text{ points} \]

(4) Qualitative Elements (40 points)
Proposers shall have demonstrated knowledge, skills, creativity, experience and capacity to design, deliver, manage and improve all aspects of customer service, operations, maintenance, outreach and education, marketing, procurement, financial management, contingency planning, sustainability performance and all other aspects associated with the provision of services under the proposed Base Contract.

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

A)  **Customer Service**

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

- Demonstrated customer service capacity, abilities and quantitative and qualitative evaluation measures (e.g. the number of representatives designated for the City, ring/hold time data, speed to answer by human representative);

- Ability to efficiently and effectively interface with the City’s utility billing system;

- Proposed local customers service opportunities, including stand-alone sites or partnerships with other businesses and institutions;

- The existence of formal, written training materials and frequency of customer service representative training;

- Proven strategies and demonstrated experience with minimizing customer and City complaints related to missed pick-ups, damaged or misplaced containers, billing issues and other common customer and City complaints;

- Demonstrated responsiveness and expedient resolution of customer and City complaints;

- Demonstrated ability to provide a timely and efficient transition to a new contractor services with minimal impact to customers;

- Ability to establish and maintain a customer service-oriented web site;

- Demonstrated ability to implement innovative customer service technologies;

- Demonstrated ability to effectively and efficiently address service disruptions, inclement weather events or other emergent circumstances; and
B) Contract Implementation and Compliance

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

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

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

C) Diversion Approach, System Design and Operations

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

Operations

- Ability and established procedures and/or policies to maintain and operate a fleet of collection vehicles, including back-up vehicles, and containers in a clean, safe, sanitary and proper working condition;
- Demonstrated ability to deliver, exchange and remove customer containers in a timely, reliable and efficient manner, including the roll-out of new services or container options;
• Ability to effectively and reliably communicate between fleet vehicles and customer service staff in order to address service and other on-route issues;

• Demonstrated plans for and resources to provide contingency services in the event of equipment failure, loss of recycling processing, composting or municipal solid waste disposal capabilities or capacity, inclement weather, strike or other emergent or unexpected circumstances during the term of the Contract;

• Approach to oil and effluent or other hazardous material spill response;

• Proven strategies to minimize service disruptions and customer issues such as “misses,” inclement weather, emergent circumstances and customer exceptions (i.e. extras, recyclable materials preparation, additional services, special populations, etc.);

• Ability to implement alternative routing technologies and other emerging technological innovations to improve collection efficiency; and

• Approach to handling short- and long-term emergency or inclement weather events (i.e. two consecutive missed collection days.

Recycling and Compostables Collection, Processing and Education

• The range of recyclables accepted beyond the minimum specified in the Base Contract;

• The range of materials accepted by the Proposer’s selected recyclables and compostables processing facilities and that facility’s acceptance policies and contingencies for handling a wide range of post-consumer feedstocks;

• Proposer’s approach to monitoring collected recyclable or compostable materials and providing feedback to Customers on contamination levels;

• Proposer’s demonstrated strategies and proposed approach to management and reduction of contamination in inbound recycling and compostable streams over the term of the Contract;

• The proposed approach for monitoring inbound recyclable loads, residuals from processing and out-throws, and prohibitives in outbound processing loads;

• The quality of recycling education and promotional materials developed solely by the Proposer and Proposer’s ability to clearly explain how to participate under a fully commingled recycling system;
• Proposer’s approach to conducting multi-family outreach, assistance and implementation of both recycling and compostables improvements;

• The quality of promotional materials supplied with carts and Proposer’s ability to clearly explain how to participate under a commingled organics collection program; and

• Proposer’s ideas and demonstrated ability to provide educational and promotional support to maximize diversion, improve customer service, and reduce contamination under expanded recycling and compostables collection programs.

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

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

2.11.2 Process

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

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

The City reserves all of its rights, including, but not limited to, the right to reject any and all Proposals, to waive any and all informalities, and to disregard any non-conforming, non-responsive, irregular, or conditional Proposals, and to seek proposal clarifications as needed. In addition, the City reserves the right to reject the Proposals of any and all Proposers 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, because the Proposer is not found to be responsible or fails to
meet any other pertinent standard or criterion established by the City, or whether it is otherwise
not in the best interest of the City. In addition, the City reserves the right to terminate the RFP
process at any time and for any reason.

2.12 SERVICES START DATE

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

2.13 PUBLIC DOCUMENTS AND DISCLOSURE

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

2.14 DISCLAIMER OF COSTS

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

2.15 INSTRUCTIONS FOR SUBMITTING A RESPONSIVE PROPOSAL

2.15.1 Obtain Proposal Documents

Send an e-mail request for (1) the Proposal Documents, and (2) confirmation of a mailing and e-
mail address for the City to direct addenda and other RFP-related communications. The City
contact’s e-mail address is listed in Section 2.2 of this RFP.
2.15.2 Conduct Investigation Deemed Necessary

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

2.15.3 Submit Responsive Proposal

**Complete Proposals shall be submitted no later than 3:00 pm PST on May 17, 2021,** and shall be enclosed in a sealed package, marked with the words "PROPOSAL ENCLOSED: CITY OF KIRKLAND SOLID WASTE COLLECTION" and marked so as to indicate, without being opened, the name and address of the Proposer. Proposals shall be accompanied by an envelope containing the PSB and all other required Proposal documents, including completed Proposal Forms.

Proposals can be mailed or delivered to:

**Financial Operations Manager**
City of Kirkland
Attn: Greg Piland - Job #01-21-PW
123 5th AVE
Kirkland, WA 98033

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

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

**2.16 PROCESS INTEGRITY REQUIREMENTS**

Each Proposer is individually and solely responsible for ensuring compliance with the following Process Integrity Requirements. This responsibility extends to Proposer’s employees, agents, consultants, attorneys, lobbyists, or other parties or individuals engaged for purposes of developing or supporting Proposer’s Proposal or proposed services. Proposers shall comply as follows:
- All solid waste collection-related communications with the City shall be only through the City’s designated staff contact identified in Section 2.2. Proposers or their agents shall not contact other City staff, appointed or elected officials, consultants retained by the City or other City agents regarding current or future solid waste collection services from the time the RFP is posted publicly on the City’s website until the time a finalized Contract and/or staff recommendation of Selected Proposer is forwarded to the City Council and is made public in the City Council’s Agenda Packet.

- When seeking information from the City to prepare a response, Proposer shall place its reliance only on information, RFP materials and Addenda provided by the City’s contact designated in Section 2.2. Any reliance on other City information and publications may result in a non-responsive Proposal due to the possibility of inaccurate, incomplete or unfairly gained information. The City shall not be liable or responsible for inaccuracies or incomplete information found outside of the RFP, and Proposal Documents, including any attachments.

- Any information and materials to be utilized by the City during the Proposal evaluation and selection process shall be included as part of the original Proposal. The only exception would be for information or materials submitted in response to a specific request for Proposal clarification from the City’s designated staff contact identified in Section 2.2.

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

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 are essential to an understanding and evaluation of the proposed system. The inclusion of any additional pertinent data or information by the Proposer is recommended. Inclusion of general letters of support are not useful to the City when evaluating Proposer’s capabilities and abilities to perform under the Contract and are discouraged.
Proposals shall be stapled or provided in a three-ring binder, sealed, typed and prepared on both sides of 8-1/2” by 11” recycled paper. Oversized documents may be submitted, but they must be folded to size and secured in the Proposal. All pages of the Proposals shall be numbered and sections clearly identified.

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

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

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 six (6) pages).

B. Management and Qualifications

B.1 Proposer

State the name of your entity, home office address, Washington business address, Washington agent’s name, address, e-mail address and telephone number, 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 Proposer 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 Proposer. State whether the person signing the Proposal has the authority to sign on behalf of Proposer. 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 Proposer is duly organized and validly existing business in good standing and licensed to do business in the City of Kirkland. If Proposer is not licensed to do business in the City of Kirkland, then the Proposer shall provide a sworn statement that it will become licensed if selected as the Successful Proposer prior to executing the Contract.

B.2 Resumes

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

B.3 Litigation and Violations

List any entity, partner, holding company or subsidiary involved in the Proposal, or any corporate officer, that has been involved within the past five years in any litigation or arbitration, including but not limited to any action or claim arising out of (1) the procurement or performance of a municipal solid waste contract; (2) the performance of a processing or marketing contract; (3) the violation of state or federal anti-trust laws; (4) allegations of unfair or corrupt practices; or (5) the violation of 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 (Washington, Oregon, Idaho and British Columbia) operations and personnel. Explain details fully with copies of any pleadings and/or settlement papers. In the event that disclosure is limited by court authorized non-disclosure provisions, then general circumstances shall be described to the extent authorized by the non-disclosure provisions.

B.4 Subcontractors

List all items of work or elements of the Services to be performed by subcontractors, and the names, qualifications and resumes of the subcontractors. Also, list the equipment and supplies to be purchased from Proposers. 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, partnership or entity 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. References should have direct operational management responsibility of Proposer’s contract and full knowledge of Proposer’s detailed performance under that contract. These references will generally be local government staff, rather than elected officials.
C. Collection and Management Operations

C.1 Garbage, Recycling and Compostables Collection and Handling

Describe fully the collection equipment and containers to be used under the Base Contract, keeping in mind the Base Contract specifications for the collection frequency, types of containers, and the City’s intention that garbage, recyclables, and compostables be collected separately. Identify the chassis and body used to collect residential, commercial, multifamily 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 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 expected life of each collection vehicle. Describe how each vehicle will be marked or signed so that witnesses to spills, leakage, and/or damage may quickly report such occurrence.

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

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

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

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

Provide your preferred Contamination Reduction Plan, including thresholds for tagging and collecting versus tagging and leaving containers or removing containers due to chronic contamination. At what point is the customer contacted directly via phone or e-mail to follow-up on continuing problems? How do you plan to monitor containers, on-route or separate sampling? When is service suspended and containers removed from the Customer’s control? How do they
get service back? Are customers provided incentives for clean materials? Does the Contamination Reduction Plan approach vary between sectors, and if so, how?

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 Base Contract. Specifically address how commingled materials are currently processed and the average rejection or contamination rate experienced by your firm or contracted processor. Describe how your processing facility chooses recycling markets and ensures that collected materials are remanufactured into new products rather than high-graded and partially recycled or used as fuel. Identify your preferred market adjustment index or indices and your preferred adjustment period. If your proposed recycling processing facility is planned, but does not currently exist, please identify a fully permitted and operational facility that could serve as your primary facility if your proposed facility is unavailable at the start of the Contract.

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

Identify the operator, 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 (i.e., mechanics and assistants) dedicated to Services under this Contract. Provide the total number of trucks maintained at the site for all Proposer operations, as well as the number of trucks and spares dedicated to the Contract.

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

C.2 Billing Support and Customer Service Support

Describe in detail the manufacturer and model of equipment and software used to maintain route lists, customer service histories, and the ability to provide City-requested reports of customer-specific information and data. Describe how you will provide accurate and timely billing data downloads and reports at regular intervals to City Utility Billing.
Discuss how you have implemented services in other cities, with particular emphasis on how the transition between the previous contractor and your company was handled, and how your company developed accurate customer service level and billing data in the event the predecessor’s records were unavailable. If you have transitioned from City billing to contractor billing, please detail the successes and challenges of that process and how you envision the transition working if the City elects to implement the contractor billing agent relationship described in Section 1.3.2.

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

Discuss how staffing levels are established and modified to ensure timely customer service, and how new and existing staff is trained. Describe how customer service performance is measured, including the specific targets or performance metrics used to evaluate your performance. When call center staff handle calls from more than one city or Washington Utilities and Transportation Commission-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 you to actually respond to service calls by line of business, how you monitor and adapt your field staffing to minimize your response time, how the resolution of each service call is performed in a timely manner, and how this is tracked and routinely reported as part of internal performance evaluation as well as required periodic reports.

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

C.3 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 Base Contract. Identify the major issues and describe your proposed approach. Discuss customer information, promotion and notification, customer service, customer response, procurement and delivery of vehicles,
containers and other equipment, contingency plans and other considerations which will ensure a successful transition and implementation of the Services under the Base Contract.

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

D. Implementation and Public Information

If you would be a new service provider for the City, 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 July 1, 2022 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.

Describe and provide examples of materials developed by Proposer’s 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, reduce contamination, and how methods may change as participation levels increase or decrease.

Describe fully how you will promote multifamily/commercial recycling and increase multifamily/commercial recycling diversion levels and reduce contamination levels. Detail the communications, outreach and assistance methods as well as technological or operational innovations you propose to increase recycling diversion and reduce contamination. Describe fully the public information techniques you will use in responding to contamination or other customer problems at a particular site. Describe how your approach will increase and maintain participation and how methods may change as participation levels increase or decrease. Provide examples of where your approaches have been effective, how effectiveness is measured and also provide sample 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 and identify your website, and how you plan to present information about the Services on the website. Describe your procedures to keep information on your website up to date.

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

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

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

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

F. Base Contract Modifications

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

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

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

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

- Clearly indicate the reason for the requested change;
- Whether the proposed change is a mandatory part of your Proposal or is simply a non-mandatory preference;
- Propose alternative text; and
- Provide the rate impact to your Proposal (or “no rate impact” if none) resulting from the proposed change.
The listed rate impact shall reflect the annual rate reduction or increase of the proposed modification and shall be identified in dollars with a “+” representing an increase in annual aggregate rates and a “-” representing a decrease in annual aggregate rates. If there is no rate savings or increase associated with the proposed modification, the Proposer shall indicate “no cost impact.”

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

3.2 PROPOSAL FORMS

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

Proposer’s responses to the questions in these Proposal Forms shall be used by the City to evaluate the responsiveness of Proposer and the ability of Proposer to provide the specified services and equipment in a responsible manner. The information shall be submitted as indicated on the individual forms, but if Proposer needs additional space to respond to a question or if Proposer is requested to provide information that cannot be written directly on the forms, these items must be stapled or attached to the individual forms that correspond to the pertinent information. Oversized or bulky information such as drawings or bound documents shall 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 Proposer’s Proposal.

Proposers shall 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 shall 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., Form 2).

Proposers may reproduce Proposal Forms on a computer and complete them using editing software, provided that 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 Proposal’s submittal. Stylistic enhancements and reformatting resulting in the omission on required information may render the Proposal non-responsive, at the sole discretion of the City if the City considers the omission to materially affect the Proposal.
Proposers shall provide complete and detailed responses to each question. If the Proposer fails to do so, its Proposal is likely to be deemed non-responsive and may be rejected by the City. During the execution of the Services, the City shall consider information submitted by the Selected Proposer to be binding, and any substitutions or deviations from the information provided may only be approved in writing by the City.
Form 1

COVER SHEET AND GENERAL INFORMATION

Entity Name: ________________________________________________________________

Home Office Address: _________________________________________________________

Washington Business Address: ________________________________________________

Website Address: _____________________________________________________________

Name, Title, Address, Telephone 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:

______________________________________________________________

______________________________________________________________

______________________________________________________________

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

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

_____ Yes  _____ No
Form 1 (continued)

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

Attach to this form, and number appropriately, documentation showing that the Proposer is duly organized and validly existing as a corporation or partnership in good standing.
Form 2

PRICE PROPOSAL

Form 2:

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

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

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

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

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

1 Proposer’s cost-of-service model shall be designed to recover the costs for each service level within each collection sector only from that service level. Note that the City’s retail rate model includes incentive rates for single-family residential customers, but that the Contractor is not
paid based on that incentive rate structure but instead only the underlying wholesale contract rates on Form 2. The City will continue to manage retail rates via its solid waste utility and does not intend a departure from existing retail rate structures at this time.

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

**Alternatives:**

At the end of Form 2, 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 2. If the alternative is selected, the amount added or subtracted from the monthly base rate for each service level.

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

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

2. **Bulky Waste Collection Service**
   
Each year, through the use of an on-demand, call-based service, the Contractor would provide a curbside collection service to handle bulky materials at no additional charge to Single-Family Residence Customers. Each Customer would be allowed to dispose of up to one (1) bulky household item each calendar year at no additional cost, including but not limited to large household appliances, mattresses, sofas, furniture, barbecues, and exercise equipment. Any additional requests for curbside bulky waste collection would be charged at the rates established in Exhibit B.
3. **Every-other-week Single-family Garbage Collection**
   The Base Contract includes weekly single-family garbage collection. Under this alternative, garbage collection would be shifted to every-other-week, using the same sized carts currently at Customer’s locations.

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

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

6. **Alternative Service Fee Escalation Component**
   Alternative Service Fee Escalation Component: The Base Contract includes an aggregate Consumer Price Index escalator on the service fee component. Under this alternative, the Proposer may propose a substitute index used to calculate annual service fee escalations. The floor and ceiling limits contained in the draft contract would be retained with this alternative escalator.
Form 3 - CONTRACTOR’S BID DEPOSIT SURETY BOND
to the City of Kirkland, Washington

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

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

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

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

PRINCIPAL (CONTRACTOR)       SURETY

Principal Signature             Surety Signature
Date                              Date

Printed Name                     Printed Name

Title

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

______________________________
IDENTIFICATION OF PERFORMANCE SECURITY

If the Proposer 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 ________________________________.
CERTIFICATION OF PROPOSAL - DECLARATION AND UNDERSTANDING

Proposer’s Declaration and Understanding

The undersigned Proposer 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 in connection with this RFP.

The Proposer 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 Proposer has
not directly or indirectly entered into any agreement, induced or solicited any other Proposer to
submit a false or sham Proposal; the Proposer has not solicited or induced any person, firm or
corporation to refrain from Proposing; the Proposer has not sought by collusion, fraud, deceit or
any unlawful act to obtain for itself any advantage over any other Proposer or over the City; and
Proposer has not otherwise taken any action in the restraint of free competitive proposals in
connection with the Services for which this Proposal is submitted.

The Proposer declares that it has familiarized itself with the nature and extent of the Base
Contract, the existing solid waste collection services, 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 Services. The Proposer 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 Services, and that
this Proposal is made according to the provisions and under the terms and conditions of the Base
Contract, which fully and completely incorporated into this Proposal by this reference.

The Proposer further acknowledges that it has satisfied itself as to the nature and location of the
solid waste handling services, the general and local conditions, particularly those bearing on the
availability of equipment, access, recycling and compostable 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 Services, and all other
matters that may in any way affect the Services or the cost thereof under the Base Contract.

The Proposer further acknowledges that it has satisfied itself as to the character, quality and
quantity of information provided by the City regarding the existing solid waste collection services
and solid waste system, and the Proposer has adequately investigated the City’s customer base
and any additional information that may be provided by the City. Failure by the Proposer to
acquaint itself with the physical conditions of the City’s customer base and all available
information shall 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 Proposer warrants that, as a result of its examination and investigation of all the data referenced above, it can execute the Services 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, employees, representatives, 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 assumes the responsibility.

The Proposer 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 Proposer.

Contract Execution, Performance Guarantees and Insurance

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

The Proposer 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 Selected Proposer shall sign and submit the Contract with the appropriate performance security and proof of insurance acceptable to the City within five (5) days of completion of Contract finalization by the City and the Proposer.

Self-Reliance

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

Start of Services And Contract Term

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

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

Proposer charges (rates) may be adjusted upward or downward solely as provided in the Base Contract. Generally, the Proposer shall be responsible for all real (non-inflationary) cost increases, and may benefit from any real cost decreases, except as specifically agreed to in the Contract. Proposer understands that the per-unit served price and the price adjustments are independent of the quantities and quality of materials collected. Proposer agrees that the per-unit served price and the price adjustments represent a reasonable measure of the labor and materials required to execute the Services, 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**

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

**Addenda**

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

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

The name of the Proposer submitting this Proposal is:

______________________________________________________________

Doing business at: _____________________________________________

    Street

City          State          Zip Code

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

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

______________________________________________________________

______________________________________________________________

______________________________________________________________

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

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

____________________________________
Signature of Proposer

____________________________________
Title

If Corporation

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

____________________________________
Name of Corporation

____________________________________
By

____________________________________
Title

____________________________________
Attest (Secretary)
Appendices

Appendix A: Contract with City of Kirkland Service Area Map

Appendix B: Supporting Data
   B.1 2018 Collection Quantities, Recycling Composition, and Setout Data
   B.2 2019 Collection Quantities, Recycling Composition, and Setout Data
   B.3 2020 Collection Quantities, Recycling Composition, and Setout Data
   B.4 2021 YTD Collection Quantities, Recycling Composition, and Setout Data
   B.5 2021 Wholesale and Retail Rates

Appendix C: Form 2

Appendix D: Industry Review Comments and Responses