

**\*\*Industry Review DRAFT\*\***

**City of Federal Way**  
Request for Proposal



**GARBAGE, RECYCLABLES, &  
COMPOSTABLES COLLECTION**

January, 2019

REQUEST FOR PROPOSALS

City of Federal Way - Request for Proposals

Garbage, Recycling, and Compostables Collection and Disposal/Marketing Services

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## **SECTION 1: INFORMATION FOR PROPOSERS**

### **1.1 INTRODUCTION**

The City of Federal Way (“City”) is requesting Proposals from qualified 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 (“Base Contract”) term shall be for ten years and one month, from September 1, 2020 through September 30, 2030; provided that the City shall have a unilateral option for one additional extension of up to two years.

The City is seeking a continuation of the existing solid waste collection services system with service improvements and revisions as described in the attached base contract (“Base Contract”). The City will award one comprehensive contract for the entire City Service Area. 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 alternates proposed.

Proposers shall submit their proposal, based on the Services described in the attached Base Contract (in Section 4); with the costs of alternatives separately identified on the specified rate proposal forms.

Defined terms in this RFP, as provided below in Section 2.1, are generally capitalized and are applicable to the singular and plural, or 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 (the “System”) and generally describes the services to be performed by the Contractor according to the terms of the Base Contract.

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**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 or “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 City Service Area map that will be entered into by the City and the Contractor, potentially subject to revisions during finalization as described in this RFP. The Base Proposal shall reflect the Base Contract as may be revised during Contract finalization to incorporate any alternatives, proposed contract modification, or other changes selected by the City; (B) 2017 and 2018 year-to-date collection

data from the City's current solid waste collection service contractor; (C) RFP Form 2; and (D) Industry Review comments and responses.

## **1.2 EXISTING COLLECTION SYSTEM**

This section generally describes the *existing* solid waste collection system operated under the current contract. Carefully review the draft Base Contract (Appendix A) to determine the scope of operations envisioned under the *new* Contract.

The City of Federal Way's 2018 population is approximately 97,440 according the Washington State Office of Financial Management projections. The City currently contracts with Waste Management to serve a combined 18,331 single-family customers and approximately 1,000 commercial and multifamily customers. Garbage collection is not mandatory in the City of Federal Way.

Appendix B includes full-year 2017 and 2018 year-to-date collection data provided by the existing contractor, including customer counts by service level and tonnages by material stream and customer sector. The City has not verified this reported data.

Appendix C includes 2019 contractor rates for service. The rates **include** a City administrative fee of \$413,496 for 2019. Proponent's rates provided in their submitted Form 2 should **not** include this administrative fee amount.

### **Single-Family Collection**

Single-Family residences are provided weekly collection of garbage and compostables year-around. Every-other-week recycling collection is provided to all garbage customers. Residents use contractor-provided carts for all three collection streams, though the current contract allows the use of customer-owned garbage cans. This is expected to change under the new collection contract. Compostables collection is subscription-based, with approximately 67 percent of customers using the service. Additional Information on the current program may be obtained from Waste Management's website:

<http://www.wmnorthwest.com/federalway/index.html>

The website includes the range of materials accepted, days of collection and other descriptions of the current program.

### **Multifamily Collection**

Multifamily residences are currently defined as all residences that have combined billing for solid waste services. Multifamily residences are provided with cart or commercial-style garbage services as well as a recycling program that generally accepts the same materials handled by the single-family recycling program. Multifamily recycling collection is commingled carts and/or

detachable containers. One multifamily site is serviced with a drop-box for recycling. The multifamily recycling program is provided for all customers at no additional charge, and the costs are embedded in garbage collection fees. Organics collection is available by subscription.

### Commercial Collection

Commercial garbage collection is provided through the use of contractor-owned carts, detachable containers and drop-boxes, as well as some customer-owned containers. A range of sizes and collection frequencies are available.

Limited commercial recycling is provided at no additional charge. Each individual business with an active commercial collection account at the same parcel are allowed up to two 96-gallon recycling carts at no additional charge as part of their base garbage collection service. There are currently 862 commercial recycling collection carts in use at Federal Way businesses. Any additional recycling capacity needed is arranged between the contractor (or any other party) and the customer. Additional recycling capacity provided by the existing contractor is subject to a fee cap. The collection/fee cap program in the existing contract has been carried forward into the RFP Base Contract.

### Containers

The City's current contract includes provisions that allow the City to assume assignable ownership of carts provided by the current contractor. The City expects to use this option and, will assign ownership of existing carts to any successive contractor. However, the new Base Contract will feature different container color assignments that will require replacement of some carts. The blue recycling carts will be directly reusable. The existing green garbage carts will be collected and some may be washed, relabeled and delivered for use as compostables carts. The existing grey compostables carts will be collected and some may be washed, relabeled and delivered for use as garbage carts. The contractor will need to provide new carts as necessary to supplant certain container sizes so that there are enough carts available for all collection services at all subscribed levels.

The existing contract also includes provisions for purchasing the existing in-place detachable and drop-box containers. Waste Management has indicated that those containers may be purchased at the end of the existing contract for \$xx,xxx. Proponents are not required to purchase this inventory and may base their proposal on the provision of new containers. In the event that the Successful Proponent chooses to purchase the existing containers, all sales taxes on the container purchase will be the responsibility of the Proponent.

The Proponent's Base Proposal should be based on the use of a mix of existing and new carts. Proponents can make their own decision on whether to purchase and re-label/repaint the existing detachable and drop-box containers at the listed rate or start with new containers meeting Base Contract specifications.

## Disposal

All collected garbage will be delivered to the King County (“County”) Disposal System per the City/County Interlocal Agreement. All Compostables and Recyclables shall be processed and marketed in keeping with requirements in the Appendix A Base Contract.

## Administration

The City manages solid waste functions through its Public Works Department. Staff administers collection contracts, coordinates with state, regional and local agencies and develops and administers solid waste policy. As of March 2019 the City will receive \$35,867 per month administrative fee, which is included in the 2019 rates provided in Appendix C. Under the new Base Contract, the administrative fee will be based on a percentage of gross receipts.

The solid waste collection Contractor is responsible for ensuring safe, efficient and responsive solid waste collection services. In addition, the Contractor produces and distributes public information about recycling, collection schedule changes (such as holiday hours), and promotes new collection services. The Contractor is responsible for all billing and customer service functions.

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

## **1.3 GENERAL TERMS**

### 1.3.1 General Scope of the New Contract; Base Proposal

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

The Base Contract (RFP Attachment A) generally continues existing services with several changes including, but not limited to:

- Shifting from subscription-based Single-Family compostables service to a fully embedded program where all garbage customers receive the service as part of their garbage collection package;
- Shifting from every-other-week Single-Family recyclables service to weekly collection;
- Equalized service rates for commercial and multi-family services;

- Shifting to monthly billing for all subscription customers;
- Shifting steel container ownership to City at end of contract;
- Pre-established initial rates for on-call bulky item collection and some extra-unit services;
- Including a recycling market adjustment process to reduce risk for the contractor;
- Updated labor disruption response; and
- Implementing new performance/contract compliance measures and incentives.

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 produce and distribute 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 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 all customer service functions relating to service delivery including informing customers of potential service levels and charges, receiving and resolving customer complaints, dispatching drop-box container pick-ups and special collections, and preparing and sending out bills to all residential and commercial customers.

The City intends to procure the 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 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 overview 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) 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.

## **SECTION 2: INSTRUCTIONS TO PROPOSERS**



## **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 as follows:

- “Base Contract” means the Comprehensive Garbage, Recyclables, and Compostables Collection Contract, to be the basis for the Contract entered into by the City and the Selected Proposer(s) after completion of the RFP process and is to be the basis for all Proposer rate proposals. 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 Federal Way, a municipal corporation of the State of Washington.
- “City Service Area” means the area within the incorporated boundaries of the City that is specified as the Contractor’s service area.
- “Contract” means the contract executed by the City and the Selected Proposer for the Services.
- “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 will only be deemed by the City as 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, or 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.

- “Services” means all collection and processing services and associated functions specified in the Base Contract, including any changes made to its executed final form (“Contract”).

## **2.2 CITY CONTACT AND COPIES OF PROPOSAL DOCUMENTS**

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

Rob Van Orsow  
City of Federal Way  
33325 8<sup>th</sup> Ave. S.  
Federal Way, WA 98003  
[Rob.VanOrsow@cityoffederalway.com](mailto:Rob.VanOrsow@cityoffederalway.com)  
(253) 835-2770

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. Potential Proposers shall include objection to 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 party.
- 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 person to whom RFP addenda and related information should be directed. An e-mail to the City’s contact listed in Section 2.2 shall be considered written notice for purposes of this Section 2.3. The City may 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 and appendices.
- Become familiar with local conditions that may affect costs, implementation, progress, performance, or 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 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.
- 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 that the Proposer deems necessary to factor into its Proposal.

Proposers are expected to be knowledgeable about the Service Area, to understand the City’s terrain, streets and alleys, and to be knowledgeable concerning the locations for garbage 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 Federal Way 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 (e-mail preferred), to the contact person specified in Section 2.2.

Questions must be received by **3:00 PM on February 4, 2019**, in order to be considered. Questions unresolved through the industry review process regarding interpretations of Base

Contract language or provided service/tonnage data shall be asked at this point in the process. The City may, at its option, allow additional rounds of questions after that date. The City will answer all questions via written addenda to this RFP to all Proposers who have provided notice of interest pursuant to Section 2.3. Proposers shall note receipt of all 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.

The Selected Proposer(s) 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 or as necessary to finalize the 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 (All times Pacific Standard Time)**

<b>Event</b>	<b>Time Frame</b>
Scope contract, internal review of drafts and RFP	November, 2018
Release Industry Review draft of document set	December 5, 2018
Industry Review comments due	December 21, 2018
Release Final RFP to Known Interested Parties	January 14, 2019
Deadline for Proposer Questions	3:00 PM PST February 4, 2019
Earliest Allowable Proposal Submission	3:00 PM PST March 29, 2019
<b>Proposals Due</b>	<b>3:00 PM PST April 15, 2019</b>
Proposal Evaluation, Interviews, Clarifications	April-May, 2019
Selection, Finalization of Contract	June, 2019
Recommendation to City Council	July, 2019
City Executes Contract	July, 2019
Contractor Delivers Transition/Implementation Plan	October, 2019
Container Delivery and/or Relabeling	August, 2020
Start of Collection Services	September 1, 2020

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 Federal Way in the amount of Twenty-five Thousand Dollars (\$25,000) and in the form of the PSB 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 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 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.

## **2.6 CITY INVESTIGATIONS AND PROCESS DECISIONS**

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

- Contact 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 to any or all Proposers and issue a subsequent request for Proposals or request for proposals based on refinements of concepts proposed in response to this RFP or otherwise;
- Enter into an extension of the existing contract with the City's current solid waste collection services provider; 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-2020 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, including overhead and profit, and non-itemized taxes, fees or surcharges imposed by federal, state, or local laws (see Form 2 instructions for details), for which the Proposer expects to receive payment as a result of the Services shall be included in the unit prices, unless otherwise specifically directed.

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 are presented solely as the basis for calculations on which the award of the Contract will be made. Actual results experienced during the operation of the Services may differ.

By submitting a Proposal, the Proposer is committing to commencement of collection services by September 1, 2020, and to comply 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, or prices uncalled for, or unbalanced, 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 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 partnerships shall be executed in the partnership name and signed by a 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 a partnership, a notarized power-of-attorney or board resolution 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**

Proposals must be submitted no earlier and no later than the dates and times indicated in Section 2.4 and addressed to the contact listed in Section 2.2 and delivered to City employees working at the front counter in Community Development lobby, second floor of Federal Way City Hall. Proposals must be enclosed in a sealed package, marked with the words "PROPOSAL ENCLOSED - CITY OF FEDERAL WAY SOLID WASTE COLLECTION" and marked so as to indicate, without being opened, the name and address of the Proponent. 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 documents as further described in Section 2.15.3.

## **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 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 committee 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 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 competent response to items A through E 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 (70 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:

Subject Proposal Rate Score = (Lowest Proposal Rate Total/Subject Proposal Total) x 70 points

#### *(4) Qualitative Aspects (30 points)*

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



Proposers will 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 aspect of the following: customer service, contract implementation and compliance, proposed operations, recycling and composting processing, innovation with regard to service delivery and customer incentives to participate correctly with recycling and composting services, and overall customer education and promotion

Scores may be assessed based upon a comparison to other Proposals or on a stand-alone basis.

#### 2.11.2 Process

During the initial round of review, Proposals shall be reviewed by an 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 reference checks, interviews and site visits; and (2) scoring of the rate portion of the Proposals. The City's evaluation committee will then combine qualitative and rate scores to determine the scoring to identify the recommended Selected Proposer.

Contract finalization shall proceed with the Selected Proposer. If Contract finalization with the Selected Proposer is not successfully concluded in a timely manner, Contract finalization may proceed with another Proposer. The resulting finalized Contract shall 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 of Federal Way, 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 September 1, 2020.

#### **2.13 PUBLIC DOCUMENTS AND DISCLOSURE**

Under Washington State law, including without limitation Chapter 42.56 RCW, Public Records Act, the documents and other records submitted in response to this RFP are public records upon submission to the City, subject to mandatory disclosure upon request by any person,

unless the documents are exempted by a specific provision of law. If the City receives a request for inspection or copying of such documents and other records, it will make an effort to promptly notify the Proposer of such request so that the Proposer may choose to pursue a court order prohibiting or conditioning the release of such documents. The City assumes no contractual obligation to enforce any exemption. The City intends to disclose all sealed rate portions of the Proposals after they are opened to all Proposers. Proposers are cautioned to not include any confidential or proprietary information with their Proposals that they do not want disclosed. The City shall not be liable for or responsible for the disclosure of such information.

#### **2.14 DISCLAIMER OF PROPOSER 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 evaluation of Proposals, or any expenses incurred in connection with the execution of the Contract. The City shall not be responsible for any costs incurred by the Contractor. The only exception is for City-requested services fulfilled by the Contractor that are outside the City Services specified in the Base 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 City 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 earlier and no later than the dates and times indicated in Section 2.4, and shall be enclosed in a sealed package, marked with the words "PROPOSAL ENCLOSED - CITY OF FEDERAL WAY SOLID WASTE COLLECTION" and marked so as to indicate, without being opened, the name and address of the Proposer. The sealed Proposal package shall include an envelope containing the PSB and all other required Proposal documents, including completed Proposal Forms. Proposals shall be mailed or delivered to the RFP contact listed in Section 2.2.

Proposers shall submit **one** original and **four copies (5 total)**, printed and double-sided, of the Proposal Forms and other supporting documents. Please do not glue bind the Proposal Forms and supporting documents. The Proposal and all Proposal Forms shall be signed by an authorized person where indicated. **In addition to the printed copies, Proposer shall provide an electronic copy (.PDF format) of its Proposal and all Proposal Forms on a CD or USB flash drive.**

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, 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 services-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 industry review version of the draft RFP is made available to prospective Proposers until the time a finalized Contract and/or City recommendation of Selected Proposer is made public in the City Council's Committee 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 inaccurate or incomplete 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 procurement process, or has otherwise substantially diminished the City's ability to award a Contract in a timely manner and free of contention. 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 act or omission that the City determines potentially or actually reflects poorly on the City.

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

#### **3.1 Proposal Preparation Guidelines and Format**

These instructions provide guidelines governing the formation and content of the Proposal and the approach to be used for its development and presentation. The intent of this section is to describe the Proposal format and requested information that is essential to an understanding and evaluation of the proposed services. 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 3-ring binder, sealed, typed and prepared on both sides of 8-1/2" by 11" recycled-content paper. Oversized documents may be submitted, but they must be folded to size and secured in the Proposal. All pages of the Proposals 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 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. If Proposer is not licensed to do business in the City, 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 the procurement or performance of a municipal solid waste contract; arising out of performance of a processing or marketing contract; arising or connected with violation of state or federal anti-trust laws; arising from or connected with allegations of corrupt practices; or arising from operating permits and other operating requirements, including local, state and federal rules or regulations. In the case of national companies with multiple affiliated regional companies, the above disclosure should be limited to Pacific Northwest (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 vendors. Provide an estimate of cost, expected date of purchase, and length of time necessary for delivery for these purchases.

#### 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 provided under contract), annual revenues, tonnages and number of customers. Describe any major problems encountered in establishing service, collecting solid waste, or collecting, processing, and/or marketing recyclables or compostables, along with a description of how such major problems were resolved to the satisfaction of customers. Provide references (including contact name, title, organization, mailing address and contact information) for all such similar projects described. These references should have direct operational management responsibility over the Proposer's contract and full knowledge of Proposer's detailed performance provided 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 vehicle chassis and body used to collect residential, commercial, multi-family, 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.

Identify any subcontractor used for container inventory and delivery or retrofitting via painting or application of new decals

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 (if used) communicates with your call center's account system to provide close-to-real-time updates for each customer during the collection day.

Provide your preferred Contamination Reduction Plan including thresholds for tagging and collecting versus tagging and leaving containers. 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?

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.

If you prefer to use different containerization or processing than the current single-stream recycling system anticipated by the Draft Contract, please address the continuation of the single-stream recycling collection and processing approach in your main proposal body and then address your preferred alternative separately under Section E, Base Contract Modifications.

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 indexes and your preferred adjustment period.

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.

Identify the operator (if subcontracted), location, structures, and zoning of your proposed maintenance and support facilities. Provide the number of repair bays available at the facility

and maintenance staffing levels (e.g., mechanics and assistants) dedicated to Services under the 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 important to the City that all containers do not leak and have tight fitting lids that close, and that they are always closed after servicing. What steps do you propose to ensure these requirements? Similarly, leaking compactors can pollute surface water and it is important to the City that compactors do 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 your experiences in other cities implementing comprehensive collection operations and customer services similar to those specified in the Contract, with particular emphasis on how the transition between the previous contractor and your Entity was handled, and how your Entity developed accurate customer service level and billing data in the event the predecessor's records were unavailable.

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, outdial messaging, and mobile app) work together to provide excellent customer service and enhance two-way communications between Contractor and customer. Describe the functionality of your website including the basic structure, how it allows customers to interface with 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) through both website and mobile app elements, and how you ensure that web and mobile app requests are accurately tracked, resolved, and reported. Describe how service requests made via call center, web-based, and mobile app elements are responded to, without creating duplicative response effort. Describe your recent innovations in providing customer service; for example, via 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 are 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 physically 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. Do you have a separate route for handling misses at the end of each day; is each route driver responsible for collecting their misses on the day or day after regular collection; or does your Entity use some other system? How has this approach worked to minimize repeat misses? How do you improve services for those customers who repeatedly report justified misses? How do you handle customers who repeatedly report unwarranted misses?

### 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 challenges along with 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 successful transition and implementation of the comprehensive 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 Proposer 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 prior the contract services start date. Identify the individuals involved in this effort, their qualifications and previous experience in transitioning existing collection programs.

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 and how methods may change as participation levels increase or decrease.

Describe fully how you will promote multifamily recycling and increase multifamily recycling levels. Detail the communications, outreach and assistance methods as well as technological or operational innovations you propose to increase those recycling levels. Detail 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 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.

Identify and describe fully the qualifications of your Education and Outreach Manager including previous experience in working with recycling collection programs and government organizations.

### **E. 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 into the Base Contract suggested changes (shown as tracked changes) deemed reasonable and in the best interest 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 the proposed change.

The City is interested in Proposer ideas on potential revisions to the range, containerization and degree of commingling of Recyclables that 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 Section E 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 an integral part of your Proposal or is simply a 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 period 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.

The Proposer shall provide information where indicated on the individual forms, but if additional space is needed 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 use the original MS Word or Excel electronic files of the Proposal Forms, 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 Proposer's submittal. Stylistic enhancements and reformatting 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, fax Number and E-Mail Address of the person to be contacted concerning the Proposal:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Applicable, Name of the Parent Company:

\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe the parent company's relationship with the Proposer:

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

\_\_\_\_\_ Yes

\_\_\_\_\_ No

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 - INSTRUCTIONS

### PRICE PROPOSAL INSTRUCTIONS

Form 2 is attached as RFP Appendix C and is also available 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 2019 tipping fee. Only the disposal component of customer rates will be adjusted (per Contract Section 5.3.2) in the event of a disposal fee change between the development of proposed rates and the start of contract services. The service component will not be adjusted prior to the start of contract services, so the Proposer must include any expected inflation in your proposed rates.

Container counts are included only for the purposes of price evaluation. Counts shaded in blue, if any, do not reflect actual usage and are instead intended to be an estimate of potential usage. 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 and thereafter.

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. sales tax on capital equipment and containers, 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.

Note that Row **XX** on Form 2 provides a cell for the Proposer to enter their expected first year per-ton commodity revenue value. This amount should NOT be included in rates. Instead the assumed revenue based on the indicated tons will be subtracted from the rate revenue to arrive at the Proponent's net rate proposal value used for scoring. Upon contract finalization, the City will determine whether to include that amount in the rates or have a separate commodity value line item on customer bills. Variations in average market value will be handled as described in the Base Contract.

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

<b><i>Customer Sector</i></b>	<b><i>Include In Rates</i></b>	<b><i>Rate Formula</i></b>
Single-Family Residential	Garbage, compostables, and recycling collection costs, including garbage disposal and recycling processing costs but NOT including recyclable	cost-of-service

	commodity value. Composting service including both service and composting (processing) costs. Cart provision costs included.	
Multifamily and Commercial Cart and Detachable Container	Garbage and recycling collection costs, including garbage disposal and recycling processing costs but NOT including recyclable commodity value. Subscription composting service shall include both service and composting (processing) costs. Cart and detachable container provision costs included.	cost-of-service
Temporary Detachable Container and Drop-box	Garbage hauling costs only for drop-boxes, with container rental and disposal charged separately. Garbage container rental, hauling and disposal costs for detachable containers.	cost-of-service
Commercial/Multifamily Drop-box Service	Garbage and recycling collection and hauling costs, and recycling processing costs , but NOT including container rental and garbage disposal (both charged separately), and NOT including recyclable commodity value.	cost-of-service
Other Services (e.g., container cleaning, compostables, etc.)	Only cost-of-service or the default rates set on Form 2.	cost-of-service

Proposer’s cost-of-service model shall be generally designed to recover the costs for each collection sector only from that sector. The City intends to continue current rate relationships and may adjust rates during contract finalization. Any adjustment would be based on maintaining the current service level profile. The City does not intend to implement significant changes (such as linear rates).

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.

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. Every-other-weekly Single-family Recycling Collection: The Base Contract includes weekly single-family recycling collection. Under this alternative, recycling collection would be retained at the current level of every-other-weekly. Please provide the monthly rate decrease (-) per single-family customer associated with this alternative.
2. Non-embedded Compostables Collection: The Base Contract includes embedded compostables collection for all single-family customers. Under this alternative, compostables collection would continue to be subscription based, with interested customers signing-up for and paying the additional cost of the service. Please provide: (1) the amount to be removed from single-family garbage rates; (2) the subscription rate for a 32, 64, and 96-gallon carts of single-family compostables service.
3. Mandatory Collection: The Base Contract anticipates a continuation of non-mandatory collection for all customer sectors. This alternative would shift all customer sectors to mandatory service. Please provide the monthly rate increase (+) or decrease (-) per single-family customer associated with this alternative.
4. Relaxed Collection Vehicle Standard: The Base Contract includes requirements for new collection vehicles at the start of the contract term. This alternative provides for a relaxed contract standard that vehicles shall be no greater than 10 years old throughout the life of the contract. Please provide the annual revenue requirement increase (+) or decrease (-) associated with this alternative.
5. Commercial Recycling: The Base Contract includes a continuation of the cart-based embedded commercial recycling program. This alternative would include unlimited embedded commercial recycling as described equivalent to the contract services provided for multifamily recycling. Please provide the additional cost of providing unlimited embedded commercial recycling expressed as \$x.xx per cubic yard of garbage collected each month (For example, the added cost to a one cubic yard container collected once a week would be the proposed amount multiplied by 4.33 [1 yard X



1/week x 4.33 weeks/month]. This amount would be added to the commercial and drop-box rates if this alternative were implemented.

6. City Billing Agent Alternative: The Base Contract includes a continuation of contractor billing where the contractor bills customers and receives funds on their own account. Under this alternative, the contractor would provide all customer service and billing functions, but would bill under the name of the City, collected all funds and deposit them in a City utility fund account, and provide appropriate reconciliation. The contractor would be paid “wholesale” rates out of the City’s dedicated utility fund. The City would be responsible for setting the “retail” rates charged by the contractor, allowing for bad debt, possibly carving out and paying disposal fees directly to the County, possibly stabilizing ratepayer impacts due to recycling market shifts and otherwise managing the utility fund and reserves. Please provide the annual change (+/-) in your initial year annual gross revenue requirement if this billing arrangement were implemented.
7. Alternative Service Fee Escalation Component: The Base Contract includes an aggregate Consumer Price Index escalator. Under this alternative, the BLS CPI sub category component for Water, Sewer and Trash would be substituted as the 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. Please provide the annual change (+/-) in your initial year annual gross revenue requirement if this contract change were implemented.
8. Alternative Service Fee Escalation Component: The Base Contract includes a Consumer Price Index escalator. Under this alternative, instead of a CPI index, a flat 3.5% increase would be used to calculate annual service fee escalations. Please provide the annual change (+/-) in your initial year annual gross revenue requirement if this contract change were implemented.



**Form 4**

**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 \_\_\_\_\_.

## Form 5

### 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 is 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 provide all Contract 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 Federal Way within five (5) days of City Council approval of the Contract with the successful 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 September 1, 2020 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 agrees that the per-unit served price and the price adjustments represent a reasonable measure of the labor and materials required to provide 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:

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If the 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 or Partnership

IN WITNESS hereto the undersigned has set its hand this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Name of Corporation

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Attest (Secretary)



## Appendices

- Appendix A: Base Draft Contract**
- Appendix B: Contractor-Reported Data**
- Appendix C: Form 2**
- Appendix D: Industry Review Comments and Responses**