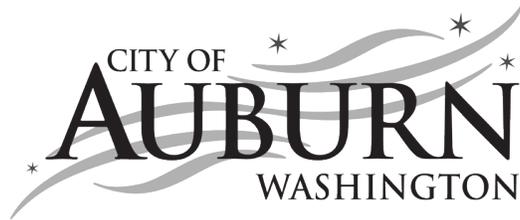


Request for Bids (RFB) for:

Solid Waste Collection



**City of Auburn
25 West Main Street
Auburn WA 98001-4998**

July, 2016

City of Auburn - Request for Bids

Garbage, Recycling, and Compostables Collection and Disposal/Marketing

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Garbage, Recycling, and Compostables Collection and Disposal/Marketing

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SECTION 1: INFORMATION FOR BIDDERS

1.1 INTRODUCTION

The City of Auburn (the “City”) is requesting Bids from qualified firms for solid waste collection services within the City Service Area (See Attachment A). These services include: residential and commercial garbage, recycling and compostables collection, and the processing and marketing of collected recycling and compostables. The contract term will be ten years and three months, from January 1, 2018 to March 31, 2028.

The start of this contract is synchronized with both the expiration of the City’s contract with Waste Management as well as an expiring City franchise with Republic Services for the West Hill and Lea Hill Annexation areas. Both areas will be served under a single contract obtained through this RFB process.

The City is seeking a continuation of most existing solid waste collection system components under one contract along with substantial upgrades, including updates to contract language and service standards as described in the attached Draft Contract. The City also seeks proposed costs for several alternatives, as listed in the Request for Bids (RFB) Section 1.3.2

Bidders shall complete a Bid based on the services described in the attached Draft Contract (in Section 4), with the costs of Bid alternatives separately identified on the specified proposal forms.

This Request for Bids is organized into four sections:

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

Section 2: Instructions for Bidders provide instructions for submitting a responsive Bid Submittal, and includes the procedures the City will follow in selecting the Contractor.

Section 3: Bid Forms include the questions that must be answered and the forms that must be completed for a Bid Submittal to be responsive.

Section 4: Appendices include: (A) Contract for the Project¹ that will be entered into by the City and the Contractor, potentially subject to revisions during finalization. The Contract reflects the base Bid and will be revised to incorporate any Bid alternatives selected by the City; (B) 2015 and 2016 YTD collection data from the City’s current contractors; (C) 2016 Contractor Rates; (D) RFB Forms 2a and 2b; and (E) Responses to Industry Review Comments.

¹ The Contract reflects select changes made in response to feedback received during the industry review period.

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

1.2 EXISTING COLLECTION SYSTEM

This section generally describes the *existing* solid waste collection system operated under the current contracts. Carefully review the draft Contract (in Section 4 of this RFB) to determine the scope of operations envisioned under the *new* Contract.

The City of Auburn's 2015 population was approximately 77,000, including 66,000 in King County and 10,000 in Pierce County according the Washington State OFM projections. The City currently has two contractors: Waste Management provides collection in the main portion of the City and Republic Services provides collection in two areas previously annexed into the City.

Garbage collection is mandatory in the City of Auburn, although enforcement is supported through the City's combined utility billing system, which only covers the Waste Management contract areas. Areas currently served by Republic Services are contractor-billed and full mandatory collection has not yet been implemented in those areas. Once the Republic Services areas are fully merged into the City billing system, mandatory collection will be fully enforced under the new contract.

Appendix B includes full-year 2015 and 2016 year-to-date collection data provided by the existing contractors, including tonnages by material stream and customer sector. The City has performed no verification of this reported data.

Appendix C includes current 2016 rates for the City's contracted hauler, Waste Management. The Waste Management rates are wholesale rates paid by the City to the Contractor. The City charges customers separate retail rates that may change from time to time to reflect City rate policy.

Single-Family Collection

Single-Family residences in both contractor areas are provided weekly collection of garbage. Weekly compostables collection is available to subscribers in the Waste Management contract area and every-other-week in the Republic franchise areas. Every-other-week recycling collection is provided citywide. Residents use contractor-provided carts for garbage collection in the Waste Management area and a mix of contractor- and customer-provided carts/cans in the Republic Services area. Universal recycling is provided to all garbage subscribers with contractor-provided carts. Compostables collection is subscription-based, with current reported subscription rates indicated in the Contractor reporting provided in Appendix B.

Additional information may be obtained from the City's website at:

http://www.auburnwa.gov/services/utilities/solid_waste_recycling.htm

Multifamily Collection

Multifamily residences are currently defined as all sites with three or more dwellings. 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. Multifamily recycling services are provided for all customers at no additional charge, with the costs added to garbage collection fees.

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.

Commercial recycling is provided as part of garbage service, with customers eligible to receive up to 150% of their garbage container capacity at no additional charge. Additional recycling may be obtained by customers from the City's contractor or any other private business.

Boeing is provided specialized collection under separate contract provisions, based on an hourly rate plus disposal expense paid to the Contractor to service the company's existing on-site facility containers.

Containers

The City's current contract includes provisions allowing the City to assume ownership of carts in the Waste Management area at no additional cost, as well as a buy-out provision for other containers at 50% of their average new purchase cost. The buy-out value is \$1,855,843.43 for 2,129 detachable containers and 107 drop-box containers. All carts and other containers in the Republic Services area are owned by that company and are not subject to ownership transfer or sale through the City's current contract with Republic.

The Bidder's base proposal should be based on the use of new carts, with the use of the existing carts priced as a bid alternative. Bidders 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 draft contract specifications.

Disposal

All collected garbage, including materials collected in the Pierce County area of the City, will be delivered to the King County Disposal System per the City/County Interlocal Agreement.

Administration

The City manages solid waste functions through its Finance Department. Staff administers collection contracts, coordinates with state, regional and local agencies, develops and administers solid waste policy, and coordinates waste reduction and recycling outreach within the City. Staff

perform the billing and customer service functions for the water, sewer, storm, and solid waste utilities for most of the City.

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 City has been responsible for customer service as well as billing, although the City intends to shift customer service only to the contractor under the new Contract.

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

1.3 GENERAL TERMS

1.3.1 General Scope of the New Contract

The City is requesting Bids from qualified firms for solid waste collection services within the City Service Area. These services include: garbage, recycling and compostables collection for all sectors; the disposal of all garbage through the King County Disposal System; customer service, and the processing and marketing of collected recycling and compostables.

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

The rates specified in the Contract will be paid by the City to the Contractor for each garbage collection service level. The Contractor will be responsible for all customer service including customer service monitoring and improvement, establishing customer accounts in the Contractor's system, handling requests for changing service levels, and handling misses and other service-related calls, e-mails and other forms of contact. The City will continue to provide customer billing based on downloads from the Contractor.

The Draft Contract includes a number of service changes for City customers. Those changes include, but are not limited to, new on-route contamination requirements, enhanced inclement weather provisions, expanded commercial recycling and new performance review provisions. Please review the Draft Contract carefully and fully participate in the Bidding process opportunities to ask questions and obtain clarifications.

1.3.2 City Requested Alternatives

Bidders should also provide prices and a general description of their approach for addressing the following alternatives:

1. Use of Existing Carts: The base Bid assumes new carts citywide. This Bid alternative is based on the use of the existing Waste Management carts. Note that the carts in the Republic Services franchise areas are not available to other contractors and thus new carts would still be needed to service that area.
2. Retain Status Quo City Customer Service: The base Bid assumes that customer service will shift from the City to the Contractor under the new contract. This bid alternative instead retains the existing arrangement where the City continues to provide customer service.
3. Weekly Recycling Collection: The base Bid assumes that Single-family recycling collection will continue to be provided every-other-week. This bid alternative would shift all Single-family Customers to weekly recycling collection.
4. Embedded Weekly Year-around Compostables Collection: The base Bid assumes the continuation of the subscription-based compostables collection system. This Bid alternative would make weekly year-around compostables collection an embedded service, similar to recycling collection, and all Single-family Customers would pay for the service as part of their garbage rate.

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

SECTION 2: INSTRUCTIONS TO BIDDERS

2.1 DEFINED TERMS

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

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

2.2 COPIES OF BID DOCUMENTS

The contact for all city communications related to this RFB is listed below. Complete sets of the Bid Documents must be used in preparing Bids, and may be obtained by written or e-mailed request from:

Joan Nelson, Solid Waste and Recycling Supervisor
City of Auburn
25 West Main Street
Auburn WA 98001-4998
E-mail: jenelson@auburnwa.gov
(253) 931-5103

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

2.3 REVIEW PROCESS FOR BID DOCUMENTS

It is the responsibility of each Bidder to do the following before submitting a Bid:

- Carefully review the **Draft** Bid Documents during the pre-release industry review period and inform the City in writing of any objections to RFB or draft contract requirements, including terms that the Bidder is unable to meet and/or terms that the prospective Bidder believes are preferential to a particular Bidder by the date outlined in Section 2.4. Pay particular attention to the terms and conditions of the Contract, including but not limited to the performance bond amount, insurance requirements and minimum experience qualifications. In the event that a Bidder was unable to participate in the industry review process, that Bidder shall submit questions and/or concerns as soon as possible during the Bidding process but no later than August 3, 2016.
- Notify the City in writing (e-mail is acceptable) of your firm's interest in this RFB and provide the name, e-mail address and phone number of the person to whom RFB addenda and related information should be directed.
- Examine the final Bid Documents, with special attention to the terms and conditions of the Contract, including but not limited to the performance bond amount, insurance requirements and minimum experience qualifications. Submittal of a Bid is conclusive evidence that the Contractor understands all requirements and specifications without exception.
- Become familiar with local conditions that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Contract.
- Consider federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, implementation, progress, performance or furnishing of the services or equipment required under the Contract, including, but not limited to, applicable regulations concerning: industry wage rates; nondiscrimination in the employment of labor; 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 Bid Documents in writing to the City in a timely fashion in order that the questions may be answered in an addendum to Bid document holders to be issued by the City.
- Notify the City in writing of any conflicts, errors, omissions or discrepancies in the Bid Documents.
- Obtain all required signatures on the Bid Forms.

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

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

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

2.4 INTERPRETATIONS, SCHEDULE AND ADDENDA

All questions concerning the meaning or intent of the Bid Documents and notifications concerning any conflicts, errors, omissions or discrepancies in the Bid Documents are to be directed, in writing, to the contact specified in Section 2.2. The subject line of the correspondence should state "Solid Waste Collection Bid". Verbal requests for information will not be accepted. Questions or requests for clarification directed to any other employee or elected official of the City other than the Section 2.2 contact may be grounds for disqualification from the process.

Questions must be received by 4:30 PM on August 3, 2016 in order to be considered. All questions will be compiled and distributed to all prospective proposers, along with the response(s). The City will provide answers to all questions through addenda to this Request for Bids via e-mail to all Bidders who have expressed an interest, receipt of which shall be noted on the completed Form 5 (Certification) submitted with a proposal. The City reserves the right to modify the proposed Contract or any of the other Bid Documents prior to the receipt of Bids with notice to parties that submitted a written request for Bid Documents.

Questions unresolved through the industry review process regarding interpretations of contract language or service/tonnage data provided must be asked during this question/answer process. The Successful Bidder will be expected to execute the proposed Contract as included in this RFB, and as amended by the City's response to Bidder questions.

The City assumes no responsibility for any interpretation or representation made by any of its officers, agents or employees unless interpretations or representations are incorporated in a written addendum to the RFB. No oral change or interpretation of any provision contained in this RFB is valid.

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

PROCESS SCHEDULE

Event	Time Frame
Draft RFB Released for Industry Review and Comment	May 13, 2016
Industry Comments Due to City	4:30 PM, June 2, 2016
Publish Notice and Issue Bid Documents	July 7, 2016
Deadline for Bidder Questions	4:30 PM, August 3, 2016
Bids Due	4:30 PM, September 14, 2016
Bid Eval., Selection of B&F options, B&F round	September/October, 2016
Recommendation to City Council	November, 2016
City Executes Contract	December, 2016/January, 2017
Contractor Delivers Transition/Implementation Plan	March, 2017
Container Delivery or Relabeling	December, 2017
Start of Collection Services	January 1, 2018

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

2.5 BID SECURITY

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

The Bid security from the Successful Bidder shall be retained by the City until that Bidder has executed the Contract and furnished the required letter of credit and proof of insurance acceptable to the City, whereupon the Bid security will be returned. If the Selected Bidder fails to execute and deliver the Contract, as negotiated, and fails to deliver the bonds and other required documents within one week after the Contract is finalized and ready for execution, the City may withdraw the Notice of Finalist, and the Bid security of that Bidder shall be forfeited. The Bid security shall be retained as liquidated damages by the City, and by submittal of a Bid, the Bidder agrees that this sum is a fair estimate of the amount of damages that the City will

sustain in the event that the Selected Bidder fails to execute the Contract or furnish the required letter of credit and proof of insurance acceptable to the City.

The Bid security of other Bidders whom the City believes to have a reasonable chance of receiving the award may be retained by the City until either two weeks after Contract Execution or 180 days after the Bid opening, whichever is earlier, whereupon the Bid securities furnished by those Bidders will be returned. Bid securities with Bids that are not found to be responsive will be returned no later than sixty (60) days after the Bid opening.

2.6 CITY INVESTIGATIONS AND PROCESS DECISIONS

As part of the RFB evaluation process, the City reserves the right to do any or a combination of the following to confirm that the Bidder is competent to provide the Contract services:

- Contact staff from other jurisdictions regarding the Bidder;
- Visit a Bidder's facilities, including proposed processing facilities, and view proposed vehicles and equipment;
- Meet the Bidder's personnel, including interviewing the Bidder's route, operations, management, financial and customer services personnel during the performance of their regular duties;
- Retain independent consultants for assistance in evaluating Bids and provide Bid materials to those consultants;
- Request clarification or additional information from a specific Bidder in order to assist in the City's evaluation of a Bid;
- Decline to award a contract or contracts for services as a result of this RFB process;
- Discontinue negotiations with any Bidder, and commence discussions with any other party;
- Withdraw the RFB and reject any or all Bids;
- Not award to any Bidder and issue a subsequent best and final RFB or RFP based on refinements of concepts proposed in response to this RFB; and/or
- Seek other investigations, inquiries, reviews or clarifications that would allow the City to make informed decisions

2.7 BIDS

The Contractor's Bid must provide unit prices for all service levels indicated on the appropriate Bid forms. All Bid prices shall be provided in year-2018 dollars (i.e. the rates proposed for the first year of the contract). The Bid unit prices will be used to determine the Selected Bidder as described in the Basis of Award Section of these Instructions to Bidders. All costs, including overhead and profit, and taxes, fees or surcharges imposed by federal, state or local laws, for which the Contractor expects to receive payment as a result of the Project must be included in the unit prices, unless otherwise specifically directed (see Form 2a instructions).

The data on the existing Project concerning number of customers and collection tonnages should be viewed as estimates and are presented solely as the basis for calculations on which the award of the Contract will be made. Actual results experienced during the operation of the Project may differ.

By submitting a Bid, the Bidder is committing to commencement of collection services by January 1, 2018.

2.8 PREPARATION OF BID SUBMISSION FORMS

All blank spaces in the Bid Submission Forms must be completed and no changes shall be made to the forms. If forms reproduced by a Bidder are substantially different than the Bid Forms, the City may deem the Bid non-responsive.

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

The Bidder must sign its Bid in ink in the blank space provided and all names must be typed or printed below the signature, along with evidence that the Bidder is a duly organized and validly existing firm. The legal name of the person, firm or corporation submitting the Bid must be typed or printed in the space provided at the bottom of each page of the Bid Forms. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign). Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

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

2.9 SUBMISSION OF BIDS

Bids must be submitted no later than the time and at the place indicated in the Advertisement for Bids, and must be enclosed in a sealed package, marked with the words "BID ENCLOSED - CITY OF AUBURN SOLID WASTE COLLECTION" and marked so as to indicate, without being opened, the name and address of the Bidder. Bids must be accompanied by the Bid security and all other required documents. Bids not physically received prior to the date and time specified in the advertisement will not be considered and will be returned unopened. Neither the City nor their elected officers, agents or employees shall be responsible for the premature opening of or failure to open any proposal not properly addressed and identified.

2.10 MODIFICATION OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the person receiving Bids at the place designated for receipt of Bids. Such notice must be in writing or by facsimile to the City contact shown in Section 2.2 and shall include the signature of the Bidder and must be received before the date and time set for receipt of Bids. If by facsimile, written confirmation including the signature of the Bidder must also be

received on or before the date and time set for receipt of Bids, and must be worded so as not to reveal the amount of the original Bid. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was an unknown, material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned.

2.11 BID EVALUATION PROCESS

2.11.1 Evaluation

The City will review Bids based on the following criteria:

(1) Responsiveness/Completeness (pass/fail)

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

(2) Minimum General Qualifications (pass/fail)

Bidders must have experience operating garbage, compostables and recycling collection programs in similar-sized or larger jurisdictions with an equivalent range of services. Bidders shall submit all information related to their ability to successfully perform the work described in the RFB, including a full and competent response to items A through E in Section 3.1 of this RFB. Bidders 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 Draft Contract shall be determined to “fail” meeting the Minimum General Qualifications.

(3) Price Evaluation

The Bidder price evaluation will be the basis of awarding this Contract, subject to the pass/fail criteria listed in (1) and (2) above, and the City’s assessment of the Bidder’s ability to perform under the terms of the Draft Contract based on the City’s assessment of Bid submittal contents and other relevant considerations.

The City’s Bid award will be based on the lowest responsive, responsible Bid, as calculated based on the rates provided on Form 2a, subject to the process outlined in Section 2.11.2

2.11.2 Process

Responsive Bids will be reviewed by an evaluation team composed of City staff as well as one or more consultants. Bids will be evaluated in two steps: (1) a review of Bid elements to ensure that pass/fail criteria are met; and (2) calculating Form 2a results to determine the apparent lowest responsible Bidder. The City will then choose one of two paths:

- a. Award the bid based on the initial Bids. This approach may be selected if the pricing on alternatives is unattractive, rendering an additional step unnecessary, or for any other reason at the City's option; or
- b. The City will reject all Bids, select desired bid alternatives and acceptable contract exceptions and proceed with a "best and final" round of bidding based on a revised contract. Under this approach, there will be no alternatives or Bidder exceptions provided in the "best and final" RFB.

Bidders are requested to provide the best possible and accurate pricing for both the base contract and RFB alternatives during the first round, as there may not be a second "best and final" RFB.

The City reserves the right to reject any and all Bids, to waive any and all informalities, and to disregard all non-conforming, non-responsive, irregular or conditional Bids. In addition, the City reserves the right to reject the Bids of any and all Bidders if the City believes that it would not be in the best interest of the City to make an award, whether because the Bid is non-responsive, because the Bidder 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.

2.12 PROJECT START DATE

The Project will start on the date of Contract Execution. The Contractor will commence collection services under the Contract on January 1, 2018.

2.13 PUBLIC DOCUMENTS AND DISCLOSURE

All submissions are the property of the City and become public records, subject to disclosure under Chapter 42.56 RCW. Bidders are cautioned to not include any confidential or proprietary information with their Bids.

2.14 DISCLAIMER OF COSTS

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

2.15 INSTRUCTIONS FOR SUBMITTING A RESPONSIVE BID

2.15.1 Obtain Bid Submission Documents

Send a written or e-mail request for the Bid Submission Documents to the City contact listed in Section 2.2 of this RFB.

Submit a written confirmation of interest (an e-mail to the City contact is sufficient) to ensure that you will be sent any addenda distributed to potential Bidders.

2.15.2 Conduct Investigation Deemed Necessary

The Bidder 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 Bidder to submit a responsive Bid.

2.15.3 Submit Responsive Bid

The Bidder shall submit Bids as required, complying with the requirements of the Bid Submission Documents. Submit **one original**, printed and double-sided, of the Bid Forms and other supporting documents. Please use paper with a minimum of 25% post-consumer recycled content, and do not glue-bind the Bid Submission Forms and supporting documents. The Bid and all Bid Forms should be signed by an authorized person, and all forms, as required, are notarized, and a person, with title, address, telephone number and e-mail address, whom the City may contact, is identified. **In addition to the printed copies, the Bidder shall provide an electronic copy (.PDF format) of its entire Bid submission in electronic format (CD/DVD/USB drive) submitted with the printed Bid package.**

The City seeks concise Bids that outline the equipment and facilities the Bidder intends to use to provide contract services and indicate that the Bidder 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 Bidder is individually and solely responsible for ensuring compliance with the following Process Integrity Requirements. This responsibility extends to the Bidder's employees, agents, consultants, lobbyists, or other parties or individuals engaged for purposes of developing or supporting the Bidder's Bid or proposed services. Requirements include:

- All solid waste collection-related communications with the City shall be only through the designated staff contact identified in Section 2.2. Bidders or their agents shall not contact other City staff, appointed or elected officials, consultants retained by the City or other agents regarding future solid waste collection services from the time the draft RFB is issued until the time a finalized contract and/or staff recommendation of Bidder selection is forwarded to the City Council and is published in the Council's Agenda Packet.
- When seeking information from the City to prepare a response, the Bidder shall place its reliance only on information, RFB materials and Addenda provided by the City contact designated in Section 2.2. Any Bidder's reliance on other City information and publications may result in a non-responsive Bid due to inaccurate or incomplete information.
- Any information and materials to be utilized by the City during the Bid evaluation and selection process must be included as part of the original Bid or submitted in response to a specific request from the City.

Any evidence that indicates a Bidder 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 process, or has otherwise substantially diminished the City's ability to award a Contract in a timely manner and free of contention, shall result in that Bidder's disqualification and forfeiture of the Bidder's Bid security. The City reserves the sole right to disqualify any Bidder at any point in the process prior to Contract award for failure to comply with these requirements.

SECTION 3: BID SUBMISSION INSTRUCTIONS AND FORMS

3.1 Bid Submission Preparation Guidelines and Format

These instructions provide guidelines governing the formation and content of the Bid and the approach to be used for its development and presentation. The intent of this section is to describe the Bid format and requested information that is essential to an understanding and evaluation of the proposed system.

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

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

The Bid shall follow the format outlined below, and shall include the required content in sequential format. Note that this format has been used for a number of years in RFP processes and is retained for this RFB to reduce the time and effort for Bidders' responses. However, responses should be edited to be very concise and to provide the requested information in easily readable format.

A. Executive Summary

Provide a brief overview of the entire Bid submission and highlight the key aspects of the Bid (maximum 4 pages).

B. Management and Qualifications

B.1 Bidder

State the name of your company, home office address, Washington business address, and the name, address, phone number, fax number, e-mail address, website address and title of the person to be contacted concerning the Proposal. If the Bidder 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 Bidder. State whether the

person signing the documents has the authority to sign on behalf of the Bidder. State also the names of companies that will share significant and substantive responsibilities with you, as joint venture partners or in another manner, in performing under the Contract. Include documentation that the Bidder is duly organized and validly existing as a corporation or partnership in good standing.

B.2 Resumes

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

B.3 Subcontractors

List all items of work or services to be performed by Subcontractors, and the names, qualifications and resumes of the Subcontractors.

B.4 Experience

Describe the experience of your team (both individuals and the corporate or partnership team) in providing the services requested in this RFB, with an emphasis on operational knowledge of all aspects of the services described in Appendix A.

C. Collection and Management Operations

C.1 Garbage, Recycling and Compostables Collection and Handling

List the collection equipment and containers you will use under the Contract, keeping in mind the specifications included in the Contract for the collection frequency, types of containers, and the City's intention that garbage, recyclables, and compostables be collected separately. Identify the model year, chassis and body used to collect residential, commercial, and drop-box service sectors. Also identify for each type of truck: the 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 number of spare vehicles of each type locally available to the Bidder. The use of a table format to present this information is preferred.

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, take no 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 the 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 transfer station or recycler/composter will be used, identify the proportion of loads destined for various destinations and the criteria for routing trucks to a particular facility. For recycling and composting facilities, provide an overview of permitting status, capacity and residual rates.

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 (i.e., mechanics and assistants).

C.2 Billing Support and Customer Service Support

Discuss how your company has 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.

Outline your overall approach to customer service and how the various elements of customer service (call center versus web-based) work together. 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 and addressed.

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 company's performance. If call center staff handle calls from more than one City or WUTC-certificated service area, describe the procedures and aids used by those staff to address calls from different service areas without delaying responses to customers.

Discuss how long it takes your firm to respond to service calls, how you monitor and adapt your field staffing to minimize your response time, and how the resolution of each service call is performed in a timely manner, and how it can be tracked and routinely reported as part of performance evaluations.

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

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

D. Implementation and Public Information

Describe how you would work with the existing contractors to ensure a smooth transfer of information and container exchanges in a timely manner to meet the January 1, 2018 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. Address how materials will be distributed and how residents seeking additional information will be accommodated during program introduction.

Describe fully how you will promote multifamily/commercial recycling and increase commercial and multifamily recycling levels. Describe fully the public information techniques you will use in responding to contamination or other customer problems at a particular site and detail how your approach will increase and maintain participation and how methods may change as participation levels increase or decrease.

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

E. Limits to Contract Modifications

Submissions contingent on an alternative contract cannot be reasonably compared with competing Bids and will be considered non-responsive.

The City has included an industry review process prior to releasing this RFB and has incorporated suggested changes deemed reasonable and in the best interest of the City and its ratepayers. All Bids shall be based on the Draft Contract (Appendix A) included with the RFB, without alteration. However, Bidders may identify specific contract provisions that they believe unreasonably affect costs and the City will take the proposed change under advisement if the City proceeds with a best and final round of bidding. In the event that the City pursues a revision to the draft contract as a result of a Bidder's suggested contract modification, and that revision is anticipated to have a substantial effect on cost, the City may, at its option, adopt those specific revisions and reissue the draft contract for a best and final round of rate bids from all Bidders.

For each Bidder-proposed contract modification the following format **must** be followed to maintain consistency between Bids: (1) clearly indicate the reason for the requested change; (2) whether the proposed change is a mandatory part of your bid or is simply a preference; (3) proposed alternative text; and (4) provide the cost impact to your Bid (if any) resulting from the

proposed change. The cost impact shall reflect the annual cost savings or increase of the change and shall be identified in dollars with a “+” representing an increase in annual revenues and a “-“ representing a decrease in annual revenues. If there is no cost savings or increase to the proposed modification, the Bidder shall indicate “no cost impact.”

The City encourages that any and all questions specifically regarding contract language interpretation or the acceptability of alternative approaches be asked during the industry review of the Bid question/answer process described in Section 2.3.

3.2 BID SUBMITTAL FORMS

The following forms must be completed in full and in accordance with both the Instructions to Bidders and with the instructions that follow below, and must be submitted collectively as the Bid Forms.

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

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

Bidders may reproduce Bid 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 Bidder’s submittal. Typefaces may differ to the extent that the reproduced forms remain legible, however, changes are not encouraged. 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 Bid. These Bid Forms are available electronically in Microsoft Word and Excel format from the City contact listed in Section 2.2 of this RFB.

Bidders must provide complete responses to each question to establish competence and the ability to perform under the Contract. If the Bidder fails to do so, its Submission may be deemed non-responsive and may be rejected by the City.

FORM 1 - COVER SHEET AND GENERAL INFORMATION

Company Name: _____

Home Office Address: _____

Washington Business Address: _____

Website Address: _____

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

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 Bidder:

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

_____Yes _____No

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

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

FORM 2 - PRICE BID

Form 2a:

Both Form 2a and 2b are attached as Appendix D and are also available as MS Excel files. When completed, the forms may be either inserted into your overall Bid in order of form number or attached at the end of the Bid package. Please do not change the Forms 2a and 2b by adding formulas, lines or otherwise tamper with the formatting of the forms. If data is imported from another spreadsheet, please truncate all rates to \$X.XX format without trailing digits.

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

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

The Contractor's fees provided on Form 2a shall include all capital, labor and other operating costs, including administration, management, profit and incidental taxes (e.g. tire and fuel taxes, B&O). The following taxes will be itemized on customer bills and shall **not** be included in the proposed rates:

- State refuse collection tax;
- County household hazardous waste fees (if any);
- City utility taxes; and
- Sales taxes associated with itemized rental fees allowed in the Draft Contract (e.g. Drop-box containers).

Contractor fees provided by the Bidder on Form 2a shall incorporate the following elements, and shall generally follow cost-of-service. It is the not the City's intention to cross-subsidize residential rates with higher commercial rates.

<i>Customer Sector</i>	<i>Include In Garbage Rates</i>	<i>Rate Formula</i>
Single-Family Residential	Garbage + Recycling costs, including disposal and container costs	cost-of-service
Commercial/Multifamily Can, Cart and Detachable Container	Garbage + Recycling costs, <u>including</u> disposal and container costs	cost-of-service
Temporary Detachable Container	Garbage costs only, including disposal but <u>excluding</u> container rental	cost-of-service

Temporary Drop-box Container	Garbage costs only, <u>excluding</u> disposal and container rental	cost-of-service
Commercial/Multifamily Drop-box Service	Hauling + Recycling costs, <u>excluding</u> container rental and disposal	cost-of-service
Other Services (e.g. compostables collection, container cleaning, etc.)	N/A.	cost-of-service or the default rates set on Form 2a.

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

Multifamily and commercial recycling costs should be incorporated into a single set of container rates that include both garbage and recycling costs. Even though multifamily and commercial recycling costs may be different, the City would like to continue to have one set of rates for those customers to simplify the rate structure and to address instances where mixed-use buildings have both residential and commercial customers.

Alternatives:

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

Increased or reduced amounts should be expressed as modifications to the customer rates provided on Form 2a or a lump sum, as directed. If the alternative is selected, the amount will be added or subtracted from the monthly base rate for each single-family residential service level or incorporated into the rate base if a lump sum. For example, if the proposed garbage rate for a 32/35-gallon garbage cart is \$15.00, and if the cost of embedding a particular compostables collection options is \$7.00 per single-family customer, the two numbers will be added (\$15.00 + \$7.00) to arrive at a \$22.00 rate for that service level with embedded compostables service. Alternatively, if a lump annual sum is requested, the City will increase customer rates by a proportional amount. If any Bidders have questions regarding how to characterize the costs of alternatives, the Bidder shall directly ask the City Contact via e-mail to allow the City to issue a clarifying addendum addressing the question and the City’s answer.

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

1. Use of Existing Carts: The base Bid assumes new carts citywide. This Bid alternative is based on the use of the existing Waste Management carts. Note that the carts in the Republic Services franchise areas are not available to other contractors and thus new carts would still be needed to service that area. Please enter the amount, per garbage customer per month, that base bid garbage rates would be reduced if the City elected to implement this alternative.

2. Retain Status Quo City Customer Service: The base Bid assumes that customer service will shift from the City to the Contractor under the new contract. This bid alternative instead retains the existing arrangement where the City continues to provide customer service. Please enter the lump sum amount, per month, that the total base bid would be reduced if the City elected to implement this alternative.
3. Weekly Recycling Collection: The base Bid assumes that Single-family recycling collection will continue to be provided every-other-week. This bid alternative would shift all Single-family Customers to weekly recycling collection. Please enter the amount, per Single-family garbage customers per month, that base bid Single-family garbage rates would be increased if the City elected to implement this alternative.
4. Embedded Weekly Year-around Compostables Collection: The base Bid assumes the continuation of the subscription-based compostables collection system. This Bid alternative would make weekly year-around compostables collection an embedded service, similar to recycling collection, and all Single-family Customers would pay for the service as part of their garbage rate. Please enter the amount, per Single-family garbage customer per month, that base bid Single-family garbage rates would be increased if the City elected to implement this alternative.

Form 2b:

Using the format provided on Form 2b, provide operating budget projections for the first full year of Contract services (2018). Complete all blanks on the form, including operating statistics. Provide notes (e.g. truck depreciation period), as needed, to explain your projections.

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

Bidders may use their own allocation practices to group costs into the broad categories listed on Form 2b. The intent of Form 2b is to establish the structure of a particular Bidders costs to: (1) generally confirm that they have fully and competently considered the costs to provide service under the Contract; and (2) provide a basis for future discussions in the event that Contract revisions are necessary during the term or the Contract. Form 2b is **not** intended or appropriate to be used as a basis for comparing Bids, as the City understands that Bidders do not necessarily group costs in a similar way nor do the listed categories necessarily conform to any Bidder's existing accounting practices.

FORM 3 - BID SECURITY

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

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

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE,

_____ of _____, as Principal,
and the

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

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be signed and sealed this _____ day of _____, 2016.

Principal

Surety

Attorney-in-Fact

Return of Deposit in the Amount of \$ _____

Date: _____, 2016

By: _____

FORM 4 - IDENTIFICATION OF PERFORMANCE SECURITY

If the Bidder is awarded a Contract on this Bid, 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 BID - DECLARATION AND UNDERSTANDING

Bidder's Declaration and Understanding

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

The Bidder declares that this Bid 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 Bidder has not directly or indirectly entered into any agreement, induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; the Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City; and Bidder has not otherwise taken any action in the restraint of free competitive Bids in connection with the Project for which this Bid is submitted.

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

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

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

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

representations are expressly stated in the Contract; and/or (2) the Contract expressly provides that the City therefore assumes the responsibility.

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

Contract Execution, Performance Guarantees And Insurance

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

The Bidder accepts all of the terms and conditions of the Bid Documents, including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance until 180 days following Bid submittal. The Successful Bidder will sign and submit the Contract with the letter of credit and proof of insurance acceptable to the City within five (5) days after receiving the Notice of Finalist.

Self-Reliance

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

Start Of Project And Contract Term

If awarded a Contract, the Bidder agrees to commence all collection services under the terms and conditions of the Contract on January 1, 2018. The Contract will extend through March 31, 2028.

Unit Price

The Bidder, if selected, will invoice and collect payments of the Contract charges (rates), as set forth under the provisions of the Contract.

Contractor charges (rates) will be adjusted upward or downward as provided in the Contract. The Contractor will be responsible, generally, for all real (non-inflationary) cost increases, and will benefit from any real cost decreases, except as specifically agreed to in the Contract. The Bidder understands that the per-unit-served price and the price adjustments are independent of the quantities and quality of materials collected. The Bidder agrees that the per-unit-served price and the price adjustments represent a reasonable measure of the labor and materials required to

execute the Project, including all allowances for overhead and profit, and applicable taxes, fees and surcharges for such services. Prices shall be given in U.S. dollars and cents.

Compliance with Process Integrity Requirements

The Bidder has complied with the Process Integrity Requirements as described in Section 2.16 of this RFB and further agrees to comply with those Guidelines during the proposal evaluation process.

Addenda

The Bidder below lists and hereby acknowledges receipt of all Bid Documents and of the following Addenda:

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

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

Identification and Authorization

The name of the Bidder submitting this Bid is:

Doing business at: _____
Street

City

State

Zip Code

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

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

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

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set its hand this ____ day of _____, 2016.

Signature of Bidder

Title

If Corporation

IN WITNESS whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this _____ day of _____, 2016.

Name of Corporation

By

Title

Attest (Secretary)

Appendix A-D

Appendix A: Revised Draft Contract with City Service Area Map

Appendix B: 2015 and 2016 YTD Tonnage from Existing Contractors

Appendix C: 2016 Contractor Rates

Appendix D: Forms 2a and 2b

Appendix E: Responses to Industry Review Comments