

**City of Poulsbo Solid Waste Collection Contract RFP
Appendix C**

PROPOSAL NON-PRICE FORMS

Form 1: Cover Sheet and General Information

Form 2: Contractor's Proposal Deposit Surety Bond

Form 3: Identification of Performance Security

Form 4: Certification of Proposal - Declaration and Understanding

FORM 1: COVER SHEET AND GENERAL INFORMATION

Entity Name: _____

Home Office Address: _____

Washington Business Address: _____

Website Address: _____

Proposal Contact Person:

Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

If Applicable, Parent Company:

Name: _____

Home Office Address: _____

Phone Number: _____

Website: _____

Describe the parent company's relationship with the Proposer:

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: CONTRACTOR'S PROPOSAL DEPOSIT SURETY BOND
to the City of Poulsbo, Washington

We, _____, as Principal, existing under and by virtue of the laws of the State of Washington and authorized to do business in the State of Washington, and _____, as Surety, organized and existing under the laws of the State of _____, are held and firmly bound unto the City of Poulsbo, a Washington municipality, as Obligee, in the penal sum of \$15,000, for the payment of which we jointly and severally bind ourselves, and our legal representatives and successors.

WHEREAS, the Principal has submitted a proposal for solid waste collection to the City of Poulsbo.

NOW THEREFORE, the condition of the obligation is such that if the Obligee shall accept the proposal of Principal and make timely award to the Principal according to the terms of the RFP documents; and the Principal shall, within ten days after notice of the award, exclusive of the day of notice, enter into the Contract with the Obligee and furnish the contractor's bonds (performance and payment bonds) with Surety satisfactory to the Obligee as specified in the City's RFP and draft contract, then this obligation shall be null and void; otherwise if the Principal fails to enter into the Contract and fails to furnish the contractor's bonds within ten days of notice of award, exclusive of the day of notice, the amount of the proposal deposit shall be forfeited to the Obligee, payable by the Surety; but in no event will the Surety's liability exceed the face amount of this proposal security bond.

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

PRINCIPAL (CONTRACTOR)

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

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

FORM 3: 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:

Financial Institution Name: _____

Office Address: _____

Phone Number: _____

Website: _____

FORM 4: 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 Poulsbo 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.

Date of Commencement of Service and Contract Term

If awarded a Contract, the Proposer agrees to commence all Services under the terms and conditions of the Contract on the Date of Commencement of Service, and to continue providing services throughout the term of the Contract as specified therein.

Unit Price

Proposer shall invoice Customer’s City-defined retail rates and shall be paid the Contractor-defined wholesales rates identified on Proposal Price Form, as set forth under the provisions of the Base Contract. Those wholesale rates encompass the Contractor’s entire compensation for services provided under the 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 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:

Addendum #: _____	Date: _____
Addendum #: _____	Date: _____
Addendum #: _____	Date: _____
Addendum #: _____	Date: _____

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:

Company Name: _____

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

Address: _____

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:

Name: _____

Title: _____

Name: _____

Title: _____

Name: _____

Title: _____

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 , 2026.

Signature: _____ **Title:** _____

If Corporation

IN WITNESS whereof the undersigned corporation has caused this instrument to be executed by its duly authorized officers this day of , 2026.

Name of Corporation: _____

Signature: _____ **Title:** _____