



Thurston County, Washington
3000 Pacific Ave SE
Olympia, Washington 98501

REQUEST FOR PROPOSAL (RFP) 034-2023-WR-R003

STEP TANK PUMPING

Solicitation Documents

All solicitation documents, including any addenda, are published on the Thurston County website at: <https://www.thurstoncountywa.gov/RFP-RFQ-RFS-Opportunities>

Proposal Due Date

Proposals are due by 3:00 p.m. PT on **September 7, 2023**

Proposal Acceptance Location

Sealed Proposal will only be received by:

Thurston County Public Works
9605 Tilley Road S, Suite C
Olympia, Washington 98512
Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday
Phone: 360-867-2300

Pre-Proposal Conference/Site Visit

There will be no scheduled Pre-Proposal Conference or site visits.

Thurston County reserves the right to reject any and all Proposals, cancel this solicitation, and to waive any informalities or irregularities in procedure.

REQUEST FOR PROPOSAL 034-2023-WR-R003
STEP TANK PUMPING

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RFP NO. 034-2023-WR-R003

STEP TANK PUMPING

ACRONYMS AND ABBREVIATIONS

BoCC	Board of County Commissioners
County	Thurston County, Washington, Department of Public Works
CPI	Consumer Price Index
PPS	Past Performance Survey
PT	Pacific Time
RCW	Revised Code of Washington
RFP	Request for Proposal
STEP	Septic Tank Effluent Pump
WAC	Washington Administrative Code
WWTP	Wastewater Treatment Plant

STEP TANK PUMPING

SECTION 1 – INTRODUCTION/PURPOSE

1.1 INTRODUCTION

Thurston County Public Works Department, Water Resources Division is soliciting Proposals from qualified companies to provide Septic Tank Effluent Pump (STEP) tank pumping, transportation, and final disposal of septic tank septage in Washington State.

1.2 PURPOSE

It is the purpose of this solicitation to secure services from a single qualified contractor to provide STEP tank pumping, transportation, and disposal of septage on a routine and continuous basis for a term of up to five (5) years. In addition, the contractor must be able to provide any repair necessary to pump the tank(s).

1.3 MINIMUM QUALIFICATIONS:

Following are the minimum qualifications and licensing requirements that proposing companies must meet in order to submit a response to this RFP. Proposals must clearly show compliance to these minimum qualifications. Proposals that are not clearly responsive to these minimum qualifications shall be rejected by the County without further consideration.

- A. Must be legally qualified, licensed, insured, staffed, and equipped to perform the relevant work.
- B. Must be able to meet the Insurance Liability Limits specified in this solicitation and sample Services Contract.
- C. Must have a minimum of five (5) years of experience in providing septic tank pumping, hauling and disposal services.
- D. Must not have current or past (within the last 5 years) significant citation, violation, administrative order, judgment, or other enforcement action regarding improper operational, safety or environmental activity.
- E. Must not have had any contracts terminated for cause or terminated for default by a government agency in the five (5) years prior to the proposal submittal date.
- F. Must not have had any lawsuits with judgments against the proposer in the five (5) years prior to the proposal submittal date.

1.4 PROCUREMENT NOTIFICATION:

This solicitation is a formal competitive procurement and will be advertised in 'The Olympian' and is open to all qualified companies. All solicitation documents, including addenda, are published on the Thurston County website at the below link:

<https://www.thurstoncountywa.gov/tchome/Pages/rfprfq.aspx>.

SECTION 2 – OVERVIEW OF SERVICES REQUESTED

2.1 DESCRIPTION

The Contractor will be required to provide routine STEP tank pumping, hauling, and disposal services. The Contractor will also be required to respond to unscheduled calls for pumping services. In addition, the Contractor may be required to repair a tank if necessary to complete the pumping process.

2.2 BACKGROUND INFORMATION

- A. Thurston County owns and operates approximately 250 STEP tanks in the Boston Harbor and Olympic View communities. Thurston County pumps these tanks on a rotating schedule consisting of approximately 60 tanks annually

(approximately 70,000 gallons pumped annually). In addition, periodic unscheduled pumping may be required.

B. Thurston County owns and operates sewer collection and treatment systems in the Grand Mound and Tamoshan communities. These systems contain gravity sewer, pressure sewer, and vacuum sewer components. Thurston County also requires occasional pumping services to maintain these assets.

2.3 STATEMENT OF WORK

See Attachment 1 Statement of Work which provides the scope of services to be provided.

2.4 CONTRACT PERIOD AND BUDGET

The County anticipates the Contract will be for a maximum duration of five (5) years with an initial one-year term and four one-year renewal options. Option renewals will be exercised at the sole discretion of the County. The Contract value will be for a maximum of **\$350,000.00**. The contract may be increased to meet the ongoing needs of the County for the services requested up through the Contract period of performance. The County does not guarantee a minimum purchase amount.

2.5 COMPENSATION

A. Mandatory Scope: Payment to Contractor will be based on the negotiated rate schedule and actual quantity (gallons) pumped or hours for other services.

B. Rates shall include all direct and indirect costs and profit.

C. Rates may be adjusted no more than once annually at time of the option renewal. Compensation will be adjusted by no more than 80% of the Consumer Price Index (CPI) – W Seattle-Tacoma-Bellevue (August to August) or as agreed to by the parties.

D. The completed Rate Schedule in Attachment 3 will be incorporated into the executed Services Contract.

SECTION 3 – ACQUISITION TIMELINE AND GENERAL REQUIREMENTS

3.1 PROCUREMENT SCHEDULE

Following is the procurement schedule for this RFP. The dates shown below are estimated, are provided for information only, and are subject to change at the sole discretion of the County.

Table 1: Solicitation and Anticipated Award Schedule

ACTIVITY	EST. DATE
RFP Issuance	8/17/2023
Pre-Proposal Inquiries Due	9/01/2023
Proposal Due	9/07/2023
Proposal Evaluations/Negotiations	9/14/2023
Executed Contract	10/10/2023

3.2 PRE-PROPOSAL CONFERENCE/SITE VISIT

There will be no scheduled Pre-Proposal Conference or tour of the sites. Proposers may request a site visit by contacting Kevin Patching at kevin.patching@co.thurston.wa.us.

3.3 PRE-PROPOSAL INQUIRIES AND ADDENDUM

It is the responsibility of each Proposer to examine the entire RFP and, as necessary, seek clarification (pre-proposal inquiries or PPIs). This RFP may only be modified by a written addendum issued by the County. Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFP.

All pre-proposal inquiries (PPIs) regarding this RFP shall be directed in writing (mail or e-mail) to Thurston County Public Works, to the attention of:

Dawn Ashton, Procurement/Contract Specialist
Thurston County Public Works
9605 Tilley Road S., Suite C
Olympia, WA 98512
Dawn.Ashton@co.thurston.wa.us

All PPIs must clearly identify the name of the inquiring contractor or person and the RFP number, title, and section/page number. The deadline for receipt of PPIs from Proposer is 3:00 p.m. (PT) on September 1, 2023.

No communication regarding this RFP should be directed to any other County official or employee. All PPIs will be responded to in the form of a written addenda.

3.4 EXAMINATION BY PROPOSER

Each Proposer is responsible for examining the RFP, including the sample Services Contract (Attachment 4), prior to submitting a Proposal. Failure to examine such documents and any errors made in the preparation of a Proposal are at the Proposer's own risk.

The dates contained in this RFP are for informational purposes only. The County makes no warranty as to the accuracy of the dates. Each Proposer shall make its own examination, investigation and research regarding the proper method of doing the work under this RFP and Contract, all conditions affecting the work to be done, the necessary labor, equipment and materials, and the quantity of work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all such conditions, and that Proposer's conclusion to enter into the Contract and execution of the Contract is based upon such investigation and research, and the Proposer shall make no claim against the County because of any of the estimates, statements, or interpretations made by any officer or agent of the County that may prove to be erroneous in any respect.

3.5 MODIFICATION/WITHDRAWAL OF PROPOSALS

Written requests to modify or withdraw a Proposal received by the County prior to the scheduled time of closing (i.e., 3:00 p.m. PT on the Proposal Due Date) will be accepted and will be corrected after opening. No oral requests will be allowed. Requests to modify or withdraw a Proposal must be addressed and labeled in the same manner as the Proposal and marked as a MODIFICATION or WITHDRAWAL of the Proposal. Requests for withdrawal after the time of closing will be allowed at the County's sole discretion.

3.6 PROPOSAL FIRM OFFER

Proposal shall remain firm and unaltered after the time of closing (i.e., 3:00 p.m. PT on the Proposal Due Date) and for ninety (90) calendar days from such date. The County and the Proposer may mutually agree to extend the period during which the Proposal shall remain firm and unaltered.

3.7 PROPOSALS ARE PUBLIC RECORD

If your Proposal contains information considered to be exempt from the Public Records Act, Section 42.56 Revised Code of Washington (RCW), those items must be clearly marked as such and may be returned to you upon request once Contract award has been determined.

3.8 CANCELLATION

This RFP may be cancelled at any time and all Proposals may be rejected in whole or in part if the County determined such action to be in the best interest of Thurston County.

3.9 NO OBLIGATION

This solicitation in no manner obligates Thurston County or any of its departments to use any of the proposed services until a valid written contract is awarded and approved by the appropriate authorities.

3.10 EXPENSES INCURRED

The County will not be responsible for any costs associated with participation in this RFP to include, but not limited to, preparation, submission, or presentation; interviews, if held; negotiation process; and contract execution. All expenses related to the Proposal are entirely the sole responsibility of the Proposer.

3.11 NONDISCRIMINATION

Thurston County hereby notifies all Proposers that it will affirmatively ensure that all will be afforded full opportunity to submit a Proposal in response to this solicitation and will not be discriminated against because of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this policy shall be consistent with RCW 49.60.400.

3.12 PRIME CONTRACTOR RESPONSIBILITIES

The prime Contractor is solely responsible for fulfillment of any Contract with the County awarded under this RFP and for all performance whether or not subcontractors are used. The County will make Contract payments to the prime Contractor only.

SECTION 4 – PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

4.1 PROPOSAL DUE DATE AND TIME

A. Proposals prepared in accordance with the RFP will be received by the County at the address below, until 3:00 p.m., PT on the Proposal Due Date. Sealed Proposals must be delivered via certified mail, express delivery, or courier to the address below. Submissions sent by fax or electronically (e.g., email) will not be accepted. Late Proposals will not be considered for selection and will be returned to the Proposer unopened. The County is not responsible for late or misdirected delivery of Proposals.

B. A Proposer must submit in a sealed package one (1) original, one (1) duplicate copy set, and one (1) electronic copy of the Proposal and Attachments. The original shall be marked ORIGINAL, and all other hard copies marked COPY. Proposer shall submit with its Proposal, an exact duplicate of the original Proposal on USB Flash Drive in Adobe Acrobat™ format Version 7.0 or higher. If multiple flash drives are used, Proposer shall label the content on each disk/drive. Each package shall be clearly marked on the outside with the following label:

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STEP TANK PUMPING

RFP Opening Date & Time

Proposer's name and address shall be on the outside of the envelope or container. Deliver responses to:

Thurston County Public Works

9605 Tilley Road S., Suite C

Olympia, Washington 98512

ATTN: Dawn Ashton, Procurement/Contract Specialist

4.2 PROPOSAL FORMAT – GENERAL

A. The use of covers or binders shall be limited, and if used, shall be recyclable, made from recycled materials, and/or easily removable to allow for copying or recycling of pages. Plastic covers or dividers shall be avoided.

B. The use of at least thirty percent (30%) recycled content paper is encouraged.

C. All pages of the Proposal shall be numbered sequentially, and any side of paper with printed text or content shall be considered a page. Pages shall be double-sided whenever practicable.

D. Unnecessary attachments or documents not specifically asked for in this solicitation should be avoided. Elaborate or expensive artwork, paper, bindings, and visual and other presentations beyond those sufficient to present a complete and effective response to this solicitation are neither necessary nor desired.

E. Format: Page Size will be 8-1/2" X 11" with at least ½ margins all around. Typeface should be Times New Roman 12. Narratives shall be single spaced. All text shall be legible and easily read. Propriety statements, security markings, and page numbers should fall within the defined margin area.

F. Proposals shall be assembled in accordance with the format specified below. Failure on the part of the Proposer to clearly and completely provide all the content and information requested below may result in the County's rejection of the Proposal as nonresponsive. However, the County reserves the right to waive minor informalities and irregularities in the format of a Proposal at its sole discretion.

G. Proposers shall adhere to the maximum page counts for the contents indicated below.

Note that one (1) side of a piece of paper with printing of any kind shall be counted as one (1) page; one (1) piece of paper with printing on both sides shall be counted as two (2) pages. Any and all pages that exceed the maximum page count for a given section will be removed from that section and not considered. Proposal covers, table of contents, tabs, forms, and any attachments that are required contents are not limited as to the number of pages but must not be excessive and must be directly related to the specific content requested.

4.3 PROPOSAL CONTENTS

THE REQUIRED PROPOSAL CONTENTS AND ORDER OF THE CONTENTS FOR THE PROPOSAL SHALL BE AS FOLLOWS.

Outside Covers

The front cover shall be of plain white stock with text and graphics limited to: the RFP number; RFP name/title; Proposal date; Proposer's name and business address, email address, telephone number, web address, and contact person's name. The back cover shall be of white cover stock and entirely blank.

Proposal Form

Include one (1) fully executed copy of the **Proposal Form** that is provided in Attachment 2 – FORMS of this solicitation. The executed original of the Proposal Form shall have an original longhand signature in blue ink and shall be included in the hard-copy Proposal that is marked "Original." The additional required Proposal copies may include photocopies of the original executed Proposal Form. Failure to include a fully completed Proposal Form using the form provided in this solicitation shall be cause for rejection of the entire Proposal. The Proposal Form must be signed by a person authorized to legally bind the Proposer.

TABBED SECTION #1: Minimum Qualifications Summary

Provide a single page that clearly lists each of the Minimum Qualifications in Section 1.3 of this solicitation and provide a detailed statement as to how the Proposer meets each requirement. The County's determination as to whether a Proposer meets the Minimum Qualifications shall be made from this Proposal page.

TABBED SECTION #2: Contract Terms and Conditions

Include a single page with a statement as to whether or not the Proposer accepts, or has exceptions, revisions, or additions to, the standard Service Contract Terms and Conditions presented in Attachment 4 of this solicitation. The Proposer shall include an explanation as to why such exception, revision, or addition is requested. Failure by the Proposer to identify an exception, revision, or addition waives any later objections by the Proposer to the standard contract terms and conditions provided herein. It will be up to the discretion of the County whether or not to accept changes to the standard contract terms and conditions requested if no objections are included.

TABBED SECTION #3: Contractor Qualifications and Experience

Include the following information in this section:

- A. General Information - Provide a narrative with general information about the contractor, including:
 - A description and history of the contractor including general expertise and experience, size, facility, service locations and resources (staff and equipment). (Not to exceed 5 pages)

- A list of current applicable state and federal permits, licenses, certifications, accreditations, and/or credentials for the contractor and contractor's employees or other entities (e.g., subcontractors) that demonstrate competency for the work that will be performed under the Contract. (No page limit)
- Describe experience working with local government and knowledge of Washington State laws and statutes. (Not to exceed 2 pages).
- Any additional information the Proposer feels is relevant to the general qualifications of the Proposal. (Not to exceed 2 pages)

TABBED SECTION #4: Relevant Experience/Past Performance

Include the following information in this section, which shall not exceed two (2) pages per reference for a total of six (6) pages. Information to be submitted on Attachment 5 – RELEVANT EXPERIENCE/PAST PERFORMANCE FORM.

A. CONTRACTOR'S EXPERIENCE: Submit three (3) recent, relevant service projects by completing Attachment 5, Page 1.

Recent is defined as projects that are on-going or have been completed within the last three (3) years of the date of issuance of this RFP that have been executed by the Proposer and its team members as a prime contractor.

Relevant is defined as projects of similar size, scope, and complexity to the services in this solicitation.

B. CONTRACTOR'S PAST PERFORMANCE: Proposer will submit a completed Past Performance Survey (PPS) on each of the three (3) service projects submitted under paragraph A above. Proposer shall have the project owner/reference complete Attachment 5, Page 2 of the form using the adjectival rating prescribed in Attachment 5, Page 3. Proposers should ensure correct phone numbers and email addresses are provided for the client point of contact. If the Proposer is unable to obtain a completed PPS from a client prior to the Proposal due date, submit the PPS with the Proposal indicating attempts to obtain the information. Note: Thurston County reserves the right to contact other references.

TABBED SECTION #5: Technical Approach

Include the following information in this section, which shall not exceed three (3) pages for items A & B. No page limit on Items C and D.

A. Describe how the program will be organized and managed.

B. Provide a Work Plan

(1) Describe the staffing and provide specifics on the transport vehicle(s) to be used for collection and transport of material.

(2) Describe plan of operation for site access, pumping, hauling, and disposal of septage, sewage or other material from STEP tanks or other structures.

(3) Identify challenges and risks and how they will be mitigated.

C. Provide a sample of the invoicing and documentation procedures your company would use if awarded a contract.

D. Provide a copy of your company's Driver Training Program, and your company's transportation and driver safety record.

TABBED SECTION #6: Sustainability

A. Provide an estimate of the combined mileage from (a) the Contractor's base of operations to the Boston Harbor community to the disposal facility and (b) from the Contractor's base of operations to the Olympic View community to the disposal facility.

B. Provide documentation of any national or local sustainability initiatives in which the Contractor has participated.

TABBED SECTION #7: Rates

A. Complete the Rate Schedule in Attachment 3 – STEP Tank Pumping Rate Schedule.

(1) Propose for each community site a per gallon rate to include pumping, hauling, unloading, fees, taxes, and all associated work as well as Contractor reporting and administrative costs.

(2) Propose a standby fee/charge.

(3) Propose a minimum gallon charge.

B. Propose fully burdened labor rates for repairs that may be necessary to complete pumping services. Rates shall include direct salary, overhead and profit. Note: prevailing wages are applicable for repair work.

SECTION 5 - EVALUATION AND SELECTION

This section describes the method the County will use to evaluate Proposals received in response to this solicitation.

5.1 INITIAL SCREENING OF PROPOSALS

All Proposals will be initially screened for responsiveness and the minimum qualifications outlined in this solicitation. Those Proposals that do not clearly meet the minimum qualifications may be considered nonresponsive and may not be further evaluated.

5.2 EVALUATION CRITERIA

The County will evaluate and score the Proposals based on the following criteria:

EVALUATION CRITERIA	POINTS
Minimum Qualifications identified in para 1.3 have been met	Go/No Go
Contractor Qualifications and Experience Contractor has the expertise and experience that meet the needs of the County. Contractor has the appropriate facilities, size, resources (equipment and staff), and location for efficiently providing services. Contractor has the appropriate licenses, credentials, etc. that demonstrate competency in completion of the work. Contractor has experience working with local government and knowledge/understanding of Washington State laws and statutes.	20

Relevant Experience and Past Performance Contractor has demonstrated recent relevant experience for similar services with other clients. Contractor received positive evaluations on performance in terms of Quality, Timeliness, Cost/Budget, Management/Business Relations, Regulatory and Overall Customer Satisfaction from References.	15
Technical Approach The management approach is practical and efficient. The work plan demonstrates a basic understanding of the services being requested and the Contractor's capacity to accomplish the work. Resources are adequate and transport vehicles for collection and hauling are appropriate. Challenges and risks were realistic with a reasonable mitigation plan. Invoice procedures demonstrate accuracy in billing. Driver Training Program is effective, and the Contractor has a good safety record.	10
Sustainability This criterion will be evaluated based on the details on the technical approach provided by the Contractor. Preference will be shown for proposals that minimize vehicle miles driven for hauling of septage. Proposing Contractor has participated in national and local sustainability initiatives and practices.	5
Rates/Offerings Proposed rates are realistic and reasonable. Preference will be shown for Proposals that include other appropriate cost-effective means and methods.	50
TOTAL	100
Interview	

5.3 INTERVIEWS

Interviews will be held at the sole option of the County. Proposers selected for interviews will be selected at the sole discretion of the County. If interviews are conducted, the selected Proposer should plan to have the identified key personnel assigned to the project team make the presentation. Selected Proposers may be asked to provide supplemental or additional information for review by the evaluation committee prior to the interviews. The interviews may be conducted electronically.

5.4 EVALUATION PROCESS

The County will evaluate and rank the Proposals according to the evaluation criteria in Section 5.2. If interviews are held, then the County will score the firms interviewed and conduct a final evaluation and ranking of the Proposers based on the criteria listed in Section 5.2 and interviews.

5.5 SELECTION AND NEGOTIATION

The County will select the highest-ranked qualified Proposer based on the criteria and evaluation process outlined

above. The County will initiate negotiations (as necessary) with the Proposer who, in the sole opinion of the County, best meets the County's needs as outlined in this solicitation.

The County intends to award without discussions/negotiations based on the pricing submitted with the Proposal but reserves the right to hold discussions/negotiations with the highest ranked Proposer on any aspect of the contract and/or fee schedule for purposes of executing the contract.

Although the County may open discussions with the highest-ranked Proposer, consideration or negotiations resulting in a contract are not guaranteed. If the County is unsuccessful in negotiating with the selected Proposer or if negotiations do not proceed in a timely fashion, the County reserves the option to terminate negotiations and proceed with the next-highest ranked Proposer, and so on, until an agreement is reached with one of the Proposers or the process is terminated.

5.6 BOARD APPROVAL AND CONTRACT EXECUTION

The County will be required to make a recommendation to, and obtain approval from, the Board of County Commissioners prior to any contract award.

Once the County has finalized and issued a contract for signature, the successful contractor must sign the contract and provide any outstanding documents, including, but not limited to, certificates of insurance and W-9 (or equivalent). The County will sign the contract only upon receipt of all required documents.

SECTION 6 - CONTRACT TERMS AND CONDITIONS

Attachment 4 is a sample of the Service Contract that will be entered into between Thurston County and the successful Proposer with incomplete information to be added based upon the final negotiations between the County and the successful Proposer. Proposers who want additional or modified contract terms must include the requested change(s) in their initial Proposal in order for the change(s) to be subsequently considered. Note that any contract negotiated between the County and a successful Proposer is subject to review by a County attorney from the Thurston County Prosecuting Attorney's Office and approval by the Board of County Commissioners prior to being submitted to that Proposer for signature and final execution by the County.

6.1 INSURANCE

Contractor will be required to maintain at their own expense during the term of service provision the following insurance (minimum requirements):

TYPE	LIMIT
Workman's Compensation	Statutory
Employers Liability	\$1,000,000 each accident
General Liability (combined bodily injury/property damage)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile/Truck Liability (combined bodily injury/property damage)	\$2,000,000 each occurrence

A Certificate of Insurance executed on the appropriate form must be submitted prior to execution of the contract.

6.2 COMPLIANCE WITH LAWS

All work must be performed in accordance with applicable federal, state, and local regulations. This includes, but is not limited to, all transportation, environmental, health, and safety regulations.

6.3 RECORDS

Contractor must agree at such time and in such form as the County may require, to furnish the County reasonable periodic reports and documents as it may request pertaining to the work or services undertaken pursuant to the Contract Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other

matter covered by the Agreement. Contractor will maintain accounting records in accordance with accepted accounting principles and practices to substantiate all invoiced amounts.

6.4 INDUSTRIAL COVERAGE

Contractor agrees to provide for state industrial coverage for its personnel as required by state law.

6.5 LICENSING/PERMITS

Contractor shall possess any regulatory licenses and/or permits required to fulfill contractor's obligations.

SECTION 7– FORMS

The following forms must be completed by the Proposer for inclusion in the Proposal.

Attachment 2 Proposal Form – The one-page Proposal Form must be completed in its entirety and executed by a person authorized to bind the Proposer legally and contractually, or the Proposal may be rejected by the County. The executed Proposal Form must be included in the submission as directed in Section 3.4 of this solicitation.

Attachment 3 Rate Schedule - The STEP Tank Pumping Rate Schedule must be completed in its entirety. Proposer must also attach an hourly rate schedule.

Attachment 5 Relevant Experience/Past Performance Questionnaire – The Relevant Experience Form must be completed by the Proposer for each reference and the Past Performance Survey must be completed by each reference (project owner) identified by the Proposer or provide a statement of the attempts to obtain the survey.

ATTACHMENT 1
STATEMENT OF WORK
STEP TANK PUMPING

1.0 INTRODUCTION/BACKGROUND

Thurston County owns and operates approximately 250 Septic Tank Effluent Pump (STEP) tanks in the Boston Harbor and Olympic View communities. Thurston County pumps these tanks on a rotating schedule consisting of approximately 60 tanks annually (approximately 70,000 gallons pumped annually). In addition, periodic unscheduled pumping is required.

Additionally, Thurston County owns and operates sewer collection and treatment systems in the Grand Mound and Tamoshan communities. These systems contain gravity sewer, pressure sewer, and vacuum sewer components. Thurston County also requires occasional pumping services to maintain these assets.

The only repair service that will be permitted under the contract will be those necessary to conduct the pumping effort. Repair services require payment of prevailing wages and must comply with all reporting requirements.

2.0 SITE PARTICULARS

A. Work Hours

- Typical scheduled pumping: 8:00 a.m. - 4:00 p.m. Pacific Time, Monday through Friday
- Weekend and after-hour pumping is required on an as-needed basis.

B. Security/Access

- The County will provide or arrange access for pumping or repair activities.
- For STEP tank pumping, the Contractor shall ensure that the pumping system is fully operable after pumping is complete.
- For services requiring confined space entry, the Contractor shall certify the confined space entrance and provide all necessary equipment and trained personnel for entering the confined space.

C. Equipment/Conditions

- Contractor must have a variety of trucks and equipment to pump multiple tanks in a day.
- Contractor must have a string of 500' of hose to reach tanks that are hard to access.
- Contractor must be able to pump tanks that have excessive fats, oil, and grease (FOG) and/or debris.
- Contractor must have ability to photograph the work performed.
- Contractor must be available to respond to emergency calls on a 24/7 year-round basis.

3.0 COUNTY PROVIDED INFORMATION

A. The County will provide an inspection form (Attachment 6) for use by the Contractor. For each STEP tank pumped, the Contractor will complete an inspection form and return this form to the County.

B. The County will provide a list of addresses, including tank locations for the STEP tanks to be pumped.

4.0 SCOPE OF WORK

Contractor will provide all management, materials, equipment, labor, and other items necessary to:

A. Load, haul, unload, and dispose of septage, sewage or other material from STEP tanks or other structures. Septic tank should be pumped completely with no more than two (2) inches remaining in the bottom of the tank. Verification shall be given by an authorized County representative. If no County representative is on site, a picture shall be provided for verification.

B. Provide the following documentation for each load hauled:

- 1) Inspection checklist(s) for each tank or structure.
- 2) Quantity hauled from each tank or structure.

C. For each job, the Contractor shall provide a detailed invoice. The invoice shall contain the following information:

- 1) Description of work performed
- 2) Arrival and departure time at each site
- 3) Equipment and staff utilization
- 4) Any materials used
- 5) Quantity of material pumped
- 6) Photographs of the work

D. Contractor shall dispose of all waste promptly. Final disposal shall meet all regulations and best management practices consistent with applicable local, state, and federal laws and regulations.

E. It shall be the responsibility of the Contractor to identify cost effective locations for the disposal of septage in an effort to reduce the overall cost of disposal. The County may notify the contractor of any additional disposal sites as they become available.

F. It shall be the responsibility of the Contractor to comply with all applicable regulations.

5.0 SCHEDULING/RESPONSE:

Contractor shall provide STEP tank pumping hauling and disposal services on an as needed basis and according to the estimated frequency schedule below. As a representative location within each service area, the address for the wastewater treatment facility for each respective utility service area is listed below

Boston Harbor (7126 Boston Harbor Road, Olympia WA, 98506) – Approximately 50 tanks annually
Olympic View (3705 85th Avenue NW, Olympia WA, 98502) - Approximately 28 tanks every four years
Grand Mound (20248 Grand Mound Way, Grand Mound WA, 98531)– As needed
Tamoshan (2304 63rd Avenue NW, Olympia WA, 98502)– As needed
Emergency Pumping – Response time is within 2 hours from the time of the initial call

6.0 PREVAILING WAGES

The Contractor must comply with RCW 39.12 when performing any labor that requires the payment of prevailing wages. A Statement of Intent to Pay Prevailing Wages will be required to be filed at the beginning of each contract year and one Affidavit of Wages Paid at the end of each contract year.

ATTACHMENT 2

PROPOSAL FORM

REQUEST FOR PROPOSAL (RFP) NO. 034-2023-WR-R003

STEP TANK PUMPING

SEALED PROPOSALS WILL ONLY BE RECEIVED AT: Thurston County Public Works, 9605 Tilley Road S, Suite C, Olympia, Washington 98512.

PROPOSALS ARE DUE NOT LATER THAN: 3:00 p.m. local time on **September 07, 2023.**

THE SOLICITATION DOCUMENTS, including any addenda, are published on the Thurston County Public Works website at the following location <https://www.thurstoncountywa.gov/RFP-RFQ-RFS-Opportunities>. **THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THAT THE SOLICITATION AND ALL ADDENDA HAVE BEEN EXAMINED PRIOR TO SUBMISSION OF PROPOSAL.**

THE PROPER FULL LEGAL NAME OF THE CONTRACTOR OR ENTITY RESPONDING TO THIS SOLICITATION MUST BE WRITTEN IN THE SPACE PROVIDED BELOW. THIS PROPOSAL FORM MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BELOW BY A PERSON AUTHORIZED TO LEGALLY AND CONTRACTUALLY BIND THE PROPOSER, OR THE PROPOSAL MAY BE REJECTED IN ENTIRETY:

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

CONTRACTOR NAME _____

CONTRACTOR ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE _____ FAX _____

EMAIL _____

TAX ID NUMBER _____

IS THE CONTRACTOR AUTHORIZED TO DO BUSINESS IN THE STATE OF WASHINGTON? YES _____ NO _____

NAME/TITLE OF CONTACT _____

CONTACT'S PHONE _____ CONTACT'S EMAIL _____

ALL PROPOSERS MUST COMPLETE THIS SECTION

Proposer acknowledges receipt of the following addenda:

Addendum No. _____ Date Received _____

By _____

Addendum No. _____ Date Received _____

By _____

Addendum No. _____ Date Received _____

By _____

Addendum No. _____ Date Received _____

By _____

ATTACHMENT 3
STEP TANK PUMPING
RATE SCHEDULE

1. STEP Tank and Sewer Collection System Pumping:

- A. Provide a rate per gallon to upload, haul, and dispose of STEP tank septage and other materials for each community.
- B. Provide a lump sum rate if crew is directed by Thurston County to standby prior to performing the work.
- C. Propose a minimum gallon charge.
- D. Unit rates shall include all management, equipment, labor, fees, taxes and other costs.

Item #	Description	Unit of Issue	Unit Rate Normal Hours	Unit Rate After Hours
1	Pumping of STEP Tank – Boston Harbor	Per gallon	\$	\$
2	Pumping of STEP Tank – Olympic View	Per gallon	\$	\$
3	Pumping of Sewer Collection System – Grand Mound	Per gallon	\$	\$
4	Pumping of Sewer Collection System – Tamoshan	Per gallon	\$	\$
5	Standby Charge	Per hour	\$	\$
6	Minimum gallon charge	Gallons		

2. Repairs:

- A. Attach a Labor Rate Schedule to include Labor Classifications and Hourly Rates.
- B. Repairs will only be permitted if necessary to perform pumping service.
- C. Repair work is subject to prevailing wages.
- D. Labor Rates shall be fully burdened to include Base Rate, Overhead and Profit.

ATTACHMENT 4
SERVICES CONTRACT
THURSTON COUNTY / [CONTRACTOR]
STEP TANK PUMPING

THIS CONTRACT is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**County**," and **[legal name of Contractor]**, a **[Washington Corporation, Limited Liability Company, Sole Proprietorship, Partnership]** with its principal offices at **[physical address of Contractor]**, hereinafter "**Contractor**," collectively referred to as "parties" and individually as "party."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

GENERAL TERMS AND CONDITIONS

1. DURATION OF CONTRACT

The term of this Contract shall be from the date last executed below through **MM/DD/YYYY** unless renewed or terminated sooner as provided herein.

This Contract shall be for a maximum of five (5) years including an initial one-year term and four one-year renewal options. Option renewals will be exercised at the sole discretion of the County. The contract period of performance will be extended through an Amendment to the Contract.

2. SERVICES PROVIDED BY THE CONTRACTOR

The Contractor represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and certifications to perform the services set forth in this Contract.

The Contractor shall perform the following services:

STEP Tank Pumping and other services as required

- a. A detailed description of the services to be performed by the Contractor is set forth in Exhibit A, attached hereto and incorporated herein by reference.
- b. The Contractor agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the County.
- c. The Contractor shall perform according to standard industry practice of the work specified by this Contract.
- d. Time is of the essence in the performance of this Contract. The Contractor shall complete its work no later than the Contract termination date and in accordance with the schedule agreed to by the parties.
- e. The Contractor shall, from time to time, during the progress of the work, confer with the County. At the County's request, the Contractor shall prepare and present status reports on its work.

3. SERVICES PROVIDED BY THE COUNTY

In order to assist the Contractor in fulfilling its duties under this Contract, the County may provide information as identified in Exhibit A.

4. CONTRACT REPRESENTATIVES

Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For Contractor:

Name of Representative: _____

Title: _____

Mailing Address: _____

City, State and Zip Code: _____

Telephone Number: _____

E-mail Address: _____

b. For County:

Name of Representative: Kevin Patching

Title: Utilities Supervisor

Mailing Address: 9605 Tilley Road South

City, State and Zip Code: Olympia, WA 98512

Telephone Number: 360-867-2288

E-mail Address: kevin.patching@co.thurston.wa.us

5. COMPENSATION

a. For the services performed hereunder, the Contractor shall be paid as set forth in Exhibit B, attached hereto and incorporated herein by reference. The maximum total amount payable by the County to the Contractor under this Contract shall not exceed \$350,000.00.

b. The Contractor may submit invoices, as applicable, in accordance with Exhibit B for payment of completed work during the billing period. The County shall pay the Contractor for services rendered in the month following the actual delivery of the work and will remit payment within thirty days from the date of receipt of invoice.

c. No payment shall be made for any work performed by the Contractor, except for work identified and set forth in this Contract. The Contractor shall not be paid for services rendered under this Contract unless and until they have been performed to the satisfaction of the County. Unless otherwise provided for in this Contract, the Contractor will not be paid for any invoices presented for payment prior to the execution of the Contract or after its termination.

d. In the event the Contractor has failed to perform any obligation under this Contract and such failure has not been cured within ten days following notice from the County, then the County may, in its sole discretion, upon written

notice to the Contractor, withhold any and all monies due and payable to the Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

6. AMENDMENTS AND CHANGES IN WORK

a. In the event of any errors or omissions by the Contractor in the performance of any work required under this Contract, the Contractor shall make any and all necessary corrections without additional compensation. All work submitted by the Contractor shall be certified by the Contractor and checked for errors and omissions. The Contractor shall be responsible for the accuracy of the work, even if the work is accepted by the County.

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by an authorized representative of each party. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the County.

7. HOLD HARMLESS AND INDEMNIFICATION

a. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold the County, its officers, officials, employees, agents and volunteers, harmless from and against any and all "Claims" by any and all persons or entities which are (1) caused in whole or in part by any act or omission, negligent or otherwise, of the Contractor, its employees, former employees, agents, representatives, volunteers, partners, shareholders, subcontractors in any tier or anyone for whose acts any of them may be liable, or (2) directly or indirectly arise out of, result from, or are connected with the performance or the failure to perform under this Contract. This indemnification obligation of the Contractor shall not apply in the limited circumstance where the Claims are caused by the sole negligence of the County. To the extent RCW 4.24.115 applies to this Contract, in the event of the concurrent negligence of the Contractor, its subcontractors, employees or agents, and the County, its employees or agents, this indemnification obligation of the Contractor shall be valid and enforceable only to the extent of the negligence of the Contractor, or the negligence of its subcontractors, employees and agents. "Claims" shall include, but not be limited to, claims, demands, actions, suits, liabilities, losses, damages, judgments, and expenses, including without limitation court and appeal costs, alternative dispute resolution costs, attorneys' fees, and expert witnesses fees and costs, of any nature whatsoever, and assertions that information supplied or used by the Contractor or subcontractors in any tier violates or infringes any patent, proprietary information, copyright, trademark, trade name, service mark or otherwise results in an unfair trade practice.

b. The hold harmless and indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractor in any tier under the Washington State Industrial Insurance Act, Title 51 RCW, or by application of any other workers' compensation act, disability benefit act, or other employee benefit act, it being clearly agreed and understood by the parties hereto that the Contractor expressly waives any immunity the Contractor might have had under such acts. **By executing the Contract, the Contractor acknowledges that the foregoing waiver has been mutually negotiated by the parties.** The Contractor shall similarly require that each subcontractor it retains in connection with this Contract comply with the terms of this subsection, waive any immunity granted under Title 51 RCW, and assume all liability for actions brought by employees of the subcontractor.

c. The Contractor's hold harmless and indemnification obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all Claims.

d. In the event the Contractor enters into subcontracts to the extent allowed under this Contract, the Contractor's subcontractors in any tier shall indemnify the County on a basis equal to or exceeding the Contractor's indemnity obligations to the County.

8. THIRD PARTY CLAIMS HANDLING

a. A party seeking indemnification for a Claim ("Indemnified Party") shall promptly notify the other party from whom indemnification is sought ("Indemnifying Party") in writing of any Claim asserted against it. The notice shall include a copy of the Claim, and any summons, process, pleading or notice issued in any lawsuit or Claim.

b. The Indemnifying Party reserves the right to control the investigation, trial and defense of the Claim and any lawsuit, action (including all negotiations to effect settlement), and appeal arising from it and employ or engage attorneys of its own choice.

c. The Indemnified Party may, at its sole cost, participate in the investigation, trial and defense of the lawsuit or action and any appeal without waiving the Indemnifying Party's obligations under this Contract.

d. The parties, their officers, employees, agents, and representatives shall fully cooperate in the defense of the Claim or lawsuit and shall provide one another all available information concerning the Claim.

9. INSURANCE

1. Contractor shall provide evidence of:

- a. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. The insurance policy must cover defense costs without affecting limits available for third party liability payments as required herein. Limits shall be no less than **\$1,000,000** per occurrence for all covered losses and no less than **\$2,000,000** general aggregate. Coverage must include employer's liability limits of no less than **\$1,000,000** per accident for all covered losses.
 - i. Contractor agrees to endorse third party liability coverage required herein to include the County, its officials, employees and agents, as additional insureds using ISO endorsement CG 20 10 with an edition date prior to 2004.
 - ii. The policy shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. **Workers' Compensation.** Contractor shall maintain coverage as required by Title 51 RCW and shall provide evidence of coverage or exemption to the Thurston County Risk Management Division upon request. Contractor domiciled out of state shall maintain coverage under applicable workers' compensation law and provide proof of coverage on a state-approved form.
- c. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than **\$2,000,000** per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall obtain evidence of personal auto liability coverage for each such person.
- d. **Excess or Umbrella Liability Insurance** (Over Primary), if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Such policy or policies shall include as insureds those covered by the underlying policies, including additional insureds. Coverage shall be "pay on behalf", with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion

precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to County for injury to employees of Contractor, subcontractors or others involved in the performance of services under this Contract. The scope of coverage provided is subject to approval by the County following receipt of proof of insurance as required herein.

- e. **Professional Legal Liability** on a policy form appropriate to Contractor's profession. Limits shall be no less than **\$0.00** per claim. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the Contractor's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
- f. Liability insurance with equivalent coverage as required in subsections (a) and (c) through (e) obtained by a Contractor who is a government entity through a government risk pool approved by the state of Washington is a substitute form of coverage acceptable to the County.

2. Other Insurance Requirements:

- a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees, agents or volunteers.
- b. **The Contractor shall include all subcontractors as insureds under its policy or shall furnish separate certificates and endorsements for each subcontractor.** All coverage for subcontractors shall be subject to all of the requirements stated herein.
- c. The Contractor shall maintain all required policies in force from the time services commence until services are completed. Where Professional Legal Liability coverage is written on a claims made form, the Contractor must provide evidence of the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- d. Contractor agrees to waive rights of recovery against County regardless of the applicability of any insurance proceeds, and to require all indemnifying parties to do likewise.
- e. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this Contract shall be endorsed to delete the subrogation condition as to County or must specifically allow the named insured to waive subrogation prior to a loss.
- f. All coverage types and limits required are subject to approval, modification and additional requirements by the County. Contractor shall not make any reductions in the scope or limits of coverage that may affect County's protection without County's prior written consent. The County reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving the Contractor ninety days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the County and the Contractor may renegotiate Contractor's compensation.
- g. Written notice of cancellation or change shall reference the project name and contract number and shall be mailed to the County at the following address:
Attn: Risk Analyst
Human Resources

3000 Pacific Ave S.E.
Olympia, Washington 98501

- h. The parties acknowledge that all insurance coverage required to be provided by Contractor or indemnifying party shall apply first and on a primary non-contributing basis in relation to any other insurance or self-insurance available to County.
- i. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein without the express agreement of the County and further agrees that it will not allow any indemnifying party to self-insure its obligations to County. If Contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to the County. The County may review options with the Contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions.
- j. The limits of insurance above shall be minimum requirements. The insurance limits are not intended to be an indication of exposure nor are they limitations on indemnification. Should the Contractor or a subcontractor in any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

3. Verification of Coverage and Acceptability of Insurers:

- a. The Contractor shall place insurance with insurers licensed to do business in the state of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the state of Washington.
- b. Proof of compliance with these insurance requirements, consisting of endorsements and certificates of insurance, shall be delivered to County prior to the execution of this Contract. If such proof of insurance is not delivered as required, or if such insurance is canceled at any time and no replacement coverage is provided, the County may, in its sole discretion, obtain any insurance it deems necessary to protect its interests. Any premium so paid by County shall be charged to and promptly paid by Contractor or deducted from sums due Contractor.
- c. Contractor shall maintain the required coverage during the entire term of this Contract. Coverage for activities under the Contract shall not be affected if the Contract is canceled or terminated for any reason.
- d. The Contractor or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

10. TERMINATION

a. The County may terminate this Contract for convenience in whole or in part whenever the County, in its sole discretion, determines that such termination is in the best interests of the County. The County may terminate this Contract upon giving ten calendar days written notice by Certified Mail to the Contractor. In that event, the County shall pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the termination date specified in the notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract and prior to normal completion, the County may elect to suspend or terminate this Contract, in whole or in part, as a termination for convenience with a ten-calendar day notice to Contractor, to the extent possible, subject to renegotiation at the County's discretion under those new funding limitations and conditions. Termination or suspension under this paragraph shall be effective upon the date specified in the written notice of termination or suspension sent by the County to the Contractor. After the effective date, no charges incurred under this Contract are allowable.

Notwithstanding any provision to the contrary, funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the Board of County Commissioners of sufficient funds to support the work described in this Contract. Should such an appropriation not be approved, this Contract shall terminate at the close of the current appropriation year, and the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract after the date of termination.

c. If the Contractor breaches any of its obligations hereunder and fails to cure the breach within ten calendar days of written notice to do so by the County, the County may terminate this Contract, in which case the County shall pay the Contractor only for the costs of services accepted by the County, in accordance with Section 5 of this Contract. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor shall bear all costs and expenses incurred by the County in completing the work and all damage sustained by the County by reason of the Contractor's breach. If, subsequent to termination, it is determined for any reason that (1) the Contractor was not in default, or (2) the Contractor's failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination for convenience.

11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING

a. The Contractor shall perform the terms of this Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the Contractor under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the County. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

b. The Contractor warrants that it has not paid, nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

12. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

13. INDEPENDENT CONTRACTOR

a. The Contractor's services shall be furnished by the Contractor as an Independent Contractor and not as an agent, employee or servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The Contractor acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The Contractor shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the Contractor shall be

or deem to be or act or purport to act as an employee, agent or representative of the County.

d. The Contractor shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of this Contract.

e. The Contractor agrees to immediately remove any of its employees, representatives or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the County's Contract representative or designee.

14. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract, as now existing or hereafter adopted or amended.

15. INSPECTION OF BOOKS AND RECORDS AND RETENTION

The County or its authorized representatives may, at reasonable times, inspect and audit the books and records of the Contractor relating to the performance of this Contract. This includes work of Contractor, any subcontractor or any other person or entity that performed connected or related work under this Contract. Such inspection and audit shall occur in Thurston County, Washington, or other reasonable locations that the County selects. The Contractor shall supply or permit the County to copy such books and records. The Contractor shall ensure that inspection, audit and copying rights of the County is a condition of any subcontract, agreement or other arrangement under which any other persons or entity may perform work under this Contract. The Contractor shall keep all books and records required by this Contract for six years after termination or expiration of this Contract. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

16. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

17. OWNERSHIP OF MATERIALS/WORK PRODUCED

a. Material produced in the performance of the work under this Contract shall be "works made for hire" as defined by the U.S. Copyright Act of 1976, as amended, and shall be owned by the County. This material includes, but is not limited to, data, books, computer programs, plans, specifications, documents, films, pamphlets, reports, drawings, all forms of electronic media, sound reproductions, studies, surveys, tapes, and training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. Material which the Contractor uses to perform this Contract but is not created for or paid for by the County is owned by the Contractor and is not "work made for hire"; however, the County shall have a perpetual license to use this material for County internal purposes at no charge to the County, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.

b. An electronic copy of all or a portion of material produced shall be submitted to the County upon request or at the end of the project using the software or program and version specified by the County.

18. DISPUTES

Differences between the Contractor and the County, arising under and by virtue of this Contract, shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor shall be decided by the County's Contract representative or designee. All rulings, orders, instructions and decisions of the County's Contract representative shall be final and conclusive, subject to the Contractor's right to seek judicial relief pursuant to Section 19.

19. CHOICE OF LAW, JURISDICTION AND VENUE

a. This Contract has been and shall be construed as having been made and delivered within the state of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the state of Washington, both as to its interpretation and performance.

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

20. CONFIDENTIALITY

The Contractor, its employees, agents, and subcontractors and their employees, shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the County or an order entered by a court of competent jurisdiction. The Contractor shall promptly give the County written notice of any judicial proceeding seeking disclosure of such information.

21. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

c. Should the County determine that the severed portions substantially alter this Contract so that the original intent and purpose of this Contract no longer exists, the County may, in its sole discretion, terminate this Contract.

22. ENTIRE CONTRACT

This Contract consists of the General Terms and Conditions, all exhibits and attachments incorporated herein by reference, requests for proposal or qualifications and any addenda thereto, and the Contractor's response.

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

23. NOTICES

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served.

24. SURVIVABILITY

The terms and conditions contained in this Contract which, by their sense and context, are intended to survive the completion, expiration or termination of this Contract shall survive. Surviving terms include but are not limited to: Hold Harmless and Indemnification, Third Party Claims Handling, Termination, Inspection of Books and Records and Retention, Ownership of Materials/Work Produced, Disputes, Choice of Law, Jurisdiction and Venue, Confidentiality, and Severability.

The parties hereto acknowledge that the waiver of immunity set out in subsection 7.b. was mutually negotiated and specifically agreed to by the parties herein.

This Contract is executed by the persons signing below who warrant that they have the authority to execute this Contract.

CONTRACTOR:

For the

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Firm: _____

By: _____

By: _____

Title: _____

Signature: _____ Department/Office: _____
(Authorized Representative)

Date _____

Date _____

Title: _____

Address: _____

EXHIBIT A

SERVICES CONTRACT

THURSTON COUNTY/_____

STEP TANK PUMPING

SCOPE OF SERVICES

1. The services to be performed by the Contractor under this Contract, which are described in Section 2 of the Contract (Services Provided By The Contractor), are set forth as follows:

2. The services to be performed by the County under this Contract, which are described in Section 3 of the Contract (Services Provided By The County) are set forth as follows (if applicable):

ATTACHMENT 5

RELEVANT PROJECT/SERVICES EXPERIENCE

STEP TANK PUMPING

This section to be completed by **Proposer**

Project/Services Title:	Dates of Service:
Location:	Original Contract Amount \$ Final Contract Amount: \$
Contract Type: <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost <input type="checkbox"/> Other (Specify)	Number of Change Orders:
	Total Dollar Value of Change Orders \$
Primary _____ Subcontractor _____	Complexity of Project/Service _____ Difficult _____ Routine
Reference/Owner Contact Information:	
POC Individual Name	POC Title
POC Organization Name	POC Address
POC Phone Number	POC Email
Summary of Actual Performance Under Scope	
Describe type of work, tasks performed, and challenges to demonstrate relevant experience characteristics similar to Thurston County Public Works Water Resources Division STEP Tank Pumping Services under the RFP.	

ATTACHMENT 5

PAST PERFORMANCE QUESTIONNAIRE

STEP TANK PUMPING

**Reference/Owner to complete this section of the form and return to the Proposer.
Reference/Owner may also send the entire form to the Purchasing Agency directly.**

NOTE: Please use adjectival ratings from attached sheet.

Evaluation Factor	Comments (Attach additional sheets, if necessary.)	Rating
a. Quality of Work		
b. Schedule		
c. Cost/Budget Control		
d. Management/Business Relations		
e. Regulatory		
f. Customer Satisfaction		
Would you select this firm again? Please explain. (Attach additional sheet if necessary.)		
Name & Date:		Title:

ATTACHMENT 5

PAST PERFORMANCE RATING GUIDELINE

STEP TANK PUMPING

Rating: Exceptional Definition: Performance meets contractual requirements and exceeds many to the owner's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

Rating: Very Good Definition: Performance meets contractual requirements and exceeds some to the owner's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.

Rating: Satisfactory

Definition: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.

Rating: Marginal

Definition: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.

Rating: Unsatisfactory

Definition: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.

NOTE 1: N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.

**ATTACHMENT 6
SAMPLE INSPECTION FORM**

STEP TANK PUMPING

**Thurston County STEP System
Inspection Form**

Address where work is performed _____

Inspect System

****Follow Inspecting SOPs and observe relevant safety protocol.***

**Control Box Serial Number
Hours and Event Counter**

_____	_____
Hours	Event Counter

SHOCK HAZARD

****POWER DOWN SYSTEM BEFORE WORK BEGINS***

Wiring behind Toggles:

OK	Burned	Repaired
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*If wiring or toggle switch is burned,
replace
immediately

Check motor / Control Leads
at the Terminal Blocks:

OK	Loose	Repaired
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*If wiring is loose,
tighten immediately

Repair/Replace Motor

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

Pump Motor Cord Condition:

OK	Wicked	Torn
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If torn, cord should be
replaced
immediately

Float Tree

A Float and Cord condition:

OK	Replaced
<input type="checkbox"/>	<input type="checkbox"/>

B Float and Cord condition:

T Float and Cord condition:

Float Tree Cord Grips:

OK	Broken	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Replace if broken,
immediately

A:

Replace if broken,
immediately

B:

Replace if broken,
immediately

T:

Removable Float Tree:

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>

May be retrofitted during float
replacement

Filter Basket

Filter Basket Condition:

OK	Collapsed
<input type="checkbox"/>	<input type="checkbox"/>

System should be upgraded to a
Biofilter

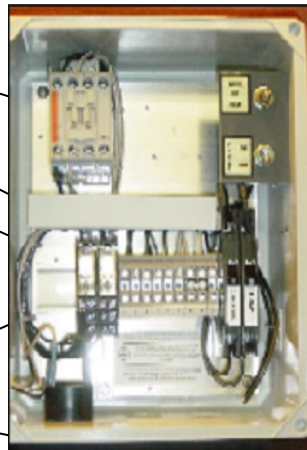
* Note: Some Control boxes contain fuses,
some do not.
* Some control boxes have an A/C shutoff switch (red switch),
some do not.

**Control Box with fuse / single
breaker**



Control Box with 2 breakers / no fuse

Motor Contactor
Terminal Block
Redundant Off Relay
Silence Control Relay
Audible Alarm



on/off/manual
Power on/off
**Pump
Breaker**
**Control
Breaker**

This STEP tank has been inspected and has been returned to a satisfactory working condition.

Signed:

Date:

Contractor name

Phone #

Comments:
