



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

**REQUEST FOR PROPOSAL (RFP) 034-2023-SW-R001**  
**MODERATE RISK WASTE TRANSPORTATION AND DISPOSITION**  
**MANAGEMENT SERVICES**

**Solicitation Documents**

**RFP Issuance Date:** **October 12, 2023**

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 **November 9, 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*

**Mandatory Pre-Proposal Conference**

**There will be a mandatory Pre-Proposal Conference and tour of Thurston County Moderate Risk Waste Facility on **October 19, 2023 at 9:00 a.m. PT** for this RFP.**

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  
MODERATE RISK WASTE TRANSPORTATION AND DISPOSITION  
MANAGEMENT SERVICES**

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**RFP NO. 034-2023-SW-R001**  
**MODERATE RISK WASTE TRANSPORTATION AND DISPOSITION**  
**MANAGEMENT SERVICES**

**ACRONYMS AND ABBREVIATIONS**

County	Thurston County, Washington, Department of Public Works, Solid Waste Division
DOSH	Washington State Department of Occupational Safety & Health
DOT	Washington State Department of Transportation
HHW	Household Hazardous Wastes
PPI	Pre-proposal Inquiries
PPS	Past Performance Survey
PT	Pacific Time
MRW	Moderate Risk Waste
RCW	Revised Code of Washington
RFP	Request for Proposal
SQG	Small Quantity Generator
TPY	Tons per year
TSDF	Treatment, Storage, and Disposal Facility
WAC	Washington Administrative Code
WARC	Thurston County Waste and Recovery Center

## **RFP NO. 034-2023-SW-R001**

### **MODERATE RISK WASTE TRANSPORTATION AND DISPOSITION MANAGEMENT SERVICES**

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#### **SECTION 1 – INTRODUCTION/PURPOSE**

##### **1.1 INTRODUCTION**

Thurston County, Washington, Department of Public Works Solid Waste Division is soliciting Proposals from qualified companies to provide pick up, transportation, and final disposition management of moderate risk wastes collected at the Waste and Recovery Center (WARC) located at 2418 Hogum Bay Road NE, Lacey WA 98516.

##### **1.2 PURPOSE**

It is the purpose of this solicitation to secure services from a single qualified company that will provide moderate risk waste transportation and disposition management services on a routine and continuous basis for a term of five (5) years.

##### **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 be presently providing hazardous waste transportation, and/or treatment, storage, and disposal services.
- D. Must demonstrate a minimum of three (3) years of experience in the providing of services for the co-management of Small Quantity Generator and Household Hazardous Wastes.
- E. 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. The same condition applies to any Treatment, Storage, and Disposal Facilities (TSDFs), subcontractors, or other agents the Proposer intends to use as part of this Proposal.

##### **1.4 PROCUREMENT NOTIFICATION:**

This project 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 <https://www.thurstoncountywa.gov/RFP-RFQ-RFS-Opportunities>.

## **SECTION 2 – OVERVIEW OF SERVICES REQUESTED**

### **2.1 DESCRIPTION**

Thurston County, Washington, requests Proposals from qualified companies to provide moderate risk waste transportation and disposition management services.

### **2.2 BACKGROUND INFORMATION**

Thurston County Public Works Solid Waste Division operates a permanent Moderate Risk Waste Facility (MRW Facility) for the collection and proper management of Household Hazardous Wastes (HHW) and Conditionally Exempt Small Quantity Generator (SQG) hazardous wastes. The two waste streams are co-managed as moderate risk waste in accordance with WAC 173-303 and Washington Department of Ecology policy.

Located at the Waste and Recovery Center, 2418 Hogum Bay Road NE, Lacey, WA 98516, HazoHouse serves a residential population of approximately 300,000 and is open for operation Sunday through Saturday, 8:00 AM-4:45 PM. Annually, approximately twenty-five thousand customers use the facility, dropping off upwards of 100 tons of waste. The facility is staffed and operated by Thurston County employees and regulated under a Solid Waste Handling Permit by the Thurston County Public Health Department.

Facility employees perform the collection, segregation, consolidation, packing, and labeling of HHW and SQG wastes received at the MRW Facility and collection events. Wastes are classified and packed in accordance with Washington State Department of Transportation (DOT) specifications. The HAZCAT system is used to identify hazard classes of unmarked or unknown chemicals.

The County currently participates in the Washington State Architectural Paint Stewardship Program and has a contract with PaintCare Washington LLC. This program reduces the waste stream pickup/hauling of architectural paint products.

### **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. Options will be exercised at the sole discretion of the County. The Contract value will be for a maximum of **\$1,500,000.00**. 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 current rate schedule and actual quantities identified on the manifests for waste stream items or hours for other services.

B. New or unknown waste stream items may be added to the contract via written Amendment signed by both the Contractor and County.

C. Rates may be adjusted no more than once annually by no more than 80% of the Consumer Price Index (CPI) – W Seattle-Tacoma-Bellevue area (December to December) 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
Date of Issuance	10/12/2023
Mandatory Pre-Proposal Conference/Site Visit	10/19/2023
Pre-Proposal Inquiries Due	11/02/2023
Proposals Due	11/09/2023
Proposal Evaluations/Negotiations	11/22/2023
Executed Contract	12/19/2023

### 3.2 PRE-PROPOSAL CONFERENCE/SITE VISIT

A Mandatory Pre-Proposal Conference for this RFP is scheduled as follows:

Date/Time: **October 19, 2023, 9:00 a.m. PT**

Location: HazoHouse at Waste and Recycle Center (WARC)  
2418 Hogum Bay Road NE  
Lacey, WA 98516

Proposers must register for the Pre-Proposal Conference/Site Visit by notifying Dawn Ashton via email at [Dawn.Ashton@co.thurston.wa.us](mailto:Dawn.Ashton@co.thurston.wa.us) and include the name of the company and list of attendees.

Proposals will not be accepted from Proposers who did not attend the Mandatory Pre-proposal Conference/Site Visit.

### **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](mailto:Dawn.Ashton@co.thurston.wa.us)

All PPIs must clearly identify the name of the inquiring company 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 **November 2, 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, 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 by the signing of Attachment 2 Proposal Form 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 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**

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.

A Proposer must submit in a sealed package one (1) original and one (1) electronic copy of the Proposal and Attachments. Proposer shall submit 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:

**REQUEST FOR PROPOSAL NO. 034-2023-SW-R001**  
**MODERATE RISK WASTE TRANSPORTATION AND DISPOSITION MANAGEMENT SERVICES**  
**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. 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 Services 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: Company Qualifications**

Include the following information in this section.

#### A. General Information

Provide a narrative with general information about the company, including:

- A description and history of the company including general expertise and experience, size, facility, service locations, and resources (staff and equipment). (Not to exceed 5 pages)
- A description of services that the company currently provides, such as disposal, recycling, analytical, transportation, lab-packing, remediation, emergency response. (Not to exceed 2 pages)
- A description of the company's experience working with local government in Washington State and expertise in Washington State laws and statutes. (Not to exceed 2 pages)
- A list of current applicable state and federal permits, licenses, certifications, accreditations, and/or credentials for the company and company's employees or other entities that demonstrate competency for the work that will be performed under the Contract.
- A list identifying any citation, notice of violation, administrative order, court order, judgment, or other evidence of enforcement action by any regulatory entity or agency involving the company, company's primary receiving facility and/or the final disposal facility regarding any local, state or federal environmental, transportation, health or safety law received within the last 5 years. If none, state so.
- Any additional information the Proposer feels is relevant to the general qualifications of the Proposal. (Not to exceed 2 pages)

#### **TABBED SECTION #4: Recent 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 – RECENT RELEVANT EXPERIENCE AND PAST PERFORMANCE SURVEY.

A. COMPANY'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 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. See Attachment 1 Statement of Work for similar characteristics.

B. COMPANY'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: Organizational Structure/Key Personnel**

Include the following information in this section, which shall not exceed two (2) pages per Resume.

A. ORGANIZATIONAL STRUCTURE: Submit an organizational chart that clearly shows how the team will be structured and the interrelationships. This chart shall show lines of authority within the team. Include any subcontractors to be used to fulfill terms of the services. Identify who within the organization will have final authority for the program/services.

B. KEY PERSONNEL: Submit resumes of key personnel that will be assigned to the team. Information requirements for the resume are provided on Attachment 6 – Key Personnel Resume Format. The resumes must clearly present the separate credentials of each proposed team member and must provide a concise summary of each individual's separate duties and responsibilities as proposed for the Contract. Resumes are to include educational qualifications, professional certifications/licenses, years of experience, and at least 3 examples of similar service projects. At a minimum include the individual(s) that would be managing the program.

**TABBED SECTION #6: Technical Approach**

Include the following information in this section, which shall not exceed 15 pages for items A through E. No page limit on Items F through I.

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

B. Describe the opportunities and procedures for technical assistance and communication between the company and Thurston County MRW Facility personnel.

C. Explain the Proposer's intent to use specific types or brands of labels, containers, manifests, or other forms or equipment, if applicable. If not applicable, then so state.

D. Describe the planned staffing and provide specifics on the transport vehicle(s) to be used for collection and transport of materials.

E. Address challenges/risks and how those will be mitigated.

F. Provide a copy of the manifesting, loading and unloading procedures your employees will use if awarded a Contract. Provide a copy of the training program for these procedures.

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

H. Provide a copy of the Table of Contents of the Health and Safety Plan and a copy of the Emergency and Spill Procedures that would be used during loading, transportation or unloading. Confirm if your employees will respond to spills that occur at HazoHouse while they are loading

wastes. Describe how this spill response may impact your company's liability and/or Thurston County's liability under Worker Safety regulations.

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

#### **TABBED SECTION #6: Sustainability**

A. Identify the origin location and final disposal sites and provide an estimate of the combined mileage from the Company's base of operations to the pickup location and final disposal sites.

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

#### **TABBED SECTION #7: Offerings & Rates**

A. Provide a listing of waste management options, referenced in Attachment 1 Statement of Work (SOW) Section 2, Waste Hierarchy.

B. Provide a listing of costs associated with type of material disposed and form of disposal, i.e.; lab or loose pack, liquid, barrel (sizes) box, per item, etc.

C. Submit information on Attachment 3 – Waste Streams and Management Options Rate Schedule.

D. Program Costs:

The Rate Schedule Column 3 shall be the **all-inclusive** unit rate per item to include, but not limited to the following costs:

- 1) Cost of transportation
- 2) Costs for the manifesting, loading, and unloading of wastes
- 3) Waste management costs/Disposal. Specify whether the charges are per unit (e.g., per 55-gallon barrel), by hazard class, by management method, or a combination of these factors. Identify if more than one option is available, and the respective costs.
- 4) Administration costs
- 5) Solid Waste Collection Taxes

E. Complete the Price List for Supplies on Attachment 3. Proposer may add supplies offered that are not on the list. Unit rates shall be all-inclusive except for Sales Tax which will be applied as a separate entry to the total supplies cost on individual invoices.

## **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
<b>Minimum Qualifications identified in para 1.3 have been met</b>	Go/No Go
<b>Company's Qualifications</b> Company is a registered licensed business currently performing moderate waste risk transportation & disposition management services with a broad list of services available.  Company has the requisite permits and certifications.  Company has the appropriate facilities, size, and location for providing services.  Company has the expertise and experience that meet the needs of the County.  Company has experience working with local government in Washington State and expertise in Washington State laws and statutes.  Company has demonstrated regulatory compliance with minimal violations.	20
<b>Recent Relevant Experience/Past Performance</b> Proposer has demonstrated recent relevant experience for similar services with other clients.  Proposer received positive evaluations on performance in terms of Quality, Timeliness, Cost/Budget, Management/Business Relations, Regulatory and Overall Customer Satisfaction from References.	15
<b>Organizational Structure/Key Personnel</b> The organizational structure is efficient and effective.  The proposed team has the requisite credentials, education, and experience.	20
<b>Technical Approach</b> The management approach is practical and efficient.  Staffing Plan and Transport vehicles to be used for collection and hauling are appropriate.	30

<p>Challenges and Risks are appropriately identified with a reasonable mitigation plan.</p> <p>Procedures for (1) communication; (2) labeling; (3) manifesting, loading, and unloading; (4) Health and Safety Plan/Emergency &amp; Spill response; and (5) invoicing/documentation are comprehensive and practical.</p> <p>Driver Training Program is effective, and company has a good safety record.</p>	
<p><b>Sustainability</b></p> <p>Preference will be shown for Proposals that minimize vehicle miles driven for hauling.</p> <p>Proposer has participated in national and local sustainability initiatives and practices.</p>	5
<p><b>Offering and Cost</b></p> <p>Proposer has offered comprehensive services and list of treatment options that align with County preferences for moderate risk waste transportation and disposition management.</p> <p>Preference will be shown for Proposals that include multiple options for waste streams as far as packing, recycling, and reuse.</p> <p>Proposed rates are realistic and reasonable.</p>	60
<b>TOTAL</b>	<b>150</b>
<b>Interview</b>	

### 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, 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 companies 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 Services 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. PERFORMANCE BOND**

Contractor will be required to provide an executed bond for the full Contract amount as a project performance guarantee prior to execution of the Contract.

### **6.2 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
Professional Liability Insurance	\$1,000,000 each occurrence



General Liability (combined bodily injury/property damage)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile/Truck Liability (combined bodily injury/property damage)	\$5,000,000 each occurrence \$5,000,000 each aggregate
Environmental Pollution Liability	\$2,000,000 each occurrence \$5,000,000 annual aggregate

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

### **6.3 THIRD PARTY BENEFICIARY**

The Washington State Department of Ecology shall be designated as an express third-party beneficiary in final Contract language. No other parties shall be designated as third-party beneficiaries.

### **6.4 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

### **6.5 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.

### **6.6 INDUSTRIAL COVERAGE**

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

### **6.7 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 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 Sections 3.4 and 4.3 of this solicitation.

**Attachment 3 Pricing/Rate Form** - The Waste Streams and Management Options Rate Schedule must be completed in its entirety.

**Attachment 5 Relevant Experience/Past Performance Survey** – 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 6 Key Personnel Resume Format** – Resumes shall be submitted for each of the Key Personnel. Resume may be submitted on Attachment 6 or Proposer may use their own format provided it contains the same information as Attachment 6.

**ATTACHMENT 1**  
**Statement of Work**  
**Moderate Risk Waste Transportation and Disposition Management Services**

**1.0 INTRODUCTION/BACKGROUND**

Thurston County Department of Public Works Solid Waste Division operates a permanent Moderate Risk Waste Facility (MRW Facility) for the collection and proper management of Household Hazardous Wastes (HHW) and Conditionally Exempt Small Quantity Generator (SQG) hazardous wastes. The two waste streams are co-managed as moderate risk waste in accordance with WAC 173-303 and Washington Department of Ecology policy.

The 'HazoHouse' located at the Waste and Recovery Center (WARC), 2418 Hogum Bay Road NE, Lacey, WA 98516, serves a residential population of approximately 300,000 and is open for operation Sunday through Saturday, 8:00 AM-4:45 PM. Annually, approximately twenty-five thousand customers use the facility, dropping off upwards of 100 tons of waste. The facility is staffed and operated by Thurston County employees and regulated under a Solid Waste Handling Permit by the Thurston County Public Health Department.

The County does not have the necessary resources in-house to perform transportation services of moderate risk waste.

The County anticipates the need for these services on a recurring monthly basis over the next several years. Table 1 provides HazoHouse historical data on the monthly amount for pickup and transport over a 3-year period.

**Table 1 – HazoHouse Historical Data from 2020 through 2022**

HHW in Pounds Unless Otherwise Noted	Residential			Small Quantity Generators			Totals	
	2020	2021	2022	2020	2021	2022	2021	2022
Acids for Disposal	6,508.00	8,739.00	7,015.00	507.00	798.00	735.00	9,537.00	7,750.00
Antifreeze for Recycling (gallons)	2,822 gallons	4,196.00	4,024.00	2,988.00	1,463.00	1,691.00	5,659.00	5,715.00
Bases for Disposal	11,991.00	14,425.00	12,732.00	1,559.00	1,075.00	768.00	15,500.00	13,500.00
Batteries, Auto for Recycling	24,719.00	49,148.00	39,242.00				49,148.00	39,242.00
Batteries, NiCad/NIMH/Lithium for Recycling	5,601.00	3,144.00	4,509.00				3,144.00	4,509.00
Cyanide Solutions for Disposal							-	-
Flammable Gas-Poison (aerosol cans) for Energy Recovery	28,798.00	33,813.00	33,624.00	452.00	452.00	126.00	34,265.00	33,750.00

HHW in Pounds Unless Otherwise Noted	Residential			Small Quantity Generators			Totals	
	2020	2021	2022	2020	2021	2022	2021	2022
Flammable Liquid - Poison for Incineration	38,340.00	39,197.00	36,762.00	2,160.00	2,653.00	3,188.00	41,850.00	39,950.00
Flammable Liquids for Energy Recovery	29,600.00	29,071.00	8,685.00	6,700.00	5,894.00	6,015.00	34,965.00	14,700.00
Flammable Solids for Incineration	425.00	228.00	245.00	5.00	52.00	5.00	280.00	250.00
Fluorescent Tubes, crushed for Recycling	1,000.00	1,000.00	1,000.00				1,000.00	1,000.00
Light Ballasts, Non-PCB Containing for Disposal							-	-
Light Ballasts, PCB Containing for Disposal (kg)	588.00	323.00					323.00	-
Mercury Compounds for Recycling								-
Mercury Devices for Recycling								-
Mercury Fluorescent Tubes and CFLs for Recycling								-
Mercury Thermometers & Thermostats for Recycling			736.00					736.00
Non-Regulated Liquids for Disposal	21,112.00	23,200.00	22,250.00	188.00			23,200.00	22,250.00
Oil Filters for Recycling (barrels)	40 barrels	41.00	42.00				41.00	42.00
Oil Non-Contaminated for Recycling (gallons)	37,945 gallons	3,609.00	37,240.00	15 gallons			3,609.00	37,240.00
Oil, Used Cooking for Recycling							-	-
Oxidizers for Incineration	1,746.00	1,684.00	1,947.00	676.00	316.00	53.00	2,000.00	2,000.00
Paint Related Material for Energy Recovery Drums	24,743.00		29,050.00	257.00			-	29,050.00
Paint, Latex for Disposal	43,510.00	28,416.00	17,325.00	5,990.00	4,584.00	2,925.00	33,000.00	20,250.00
Paint, Oil Based for Energy Recovery	82,383.00	106,076.00	53,910.00	6,117.00	4,174.00	8,590.00	110,250.00	62,500.00
Peroxides, organic for Incineration	108.00	28.00	20.00				28.00	20.00
Pesticide/Poison Solids for Disposal	16,603.00	11,354.00	11,737.00	1,147.00		1,013.00	11,354.00	12,750.00
Photo Silver Fixer for Recycling				88.00			-	-
Propane Tanks for Recycling	1,321 tanks	1,219.00	973.00				1,219.00	973.00
Propane Small		2,000.00	1,750.00				2,000.00	1,750.00
Reactives for Disposal		28.00					28.00	-

The County is a participant in the Washington State Architectural Paint Stewardship Program and has a  
Thurston County Solid Waste Division  
MRW Hauling & Disposal

contract with PaintCare Washington, LLC. This program reduces the waste stream pickup/hauling of architectural paint products.

PaintCare Products include:

- Interior and exterior paints: latex, acrylic, water-based, alkyd, oil-based, enamel (including textured coatings)
- Deck coatings and floor paints (including elastomeric)
- Primers, sealers, undercoaters
- Stains
- Shellacs, lacquers, varnishes, urethanes (single component)
- Waterproofing concrete/masonry/wood sealers and repellents (not tar or bitumen-based)
- Metal coatings, rust preventatives
- Field and lawn paints

Non PaintCare Products include:

- Paint thinner, mineral spirits, solvents
- Aerosol paints (spray cans)
- Auto and marine paints
- Art and craft paints
- Caulking compounds, epoxies, glues, adhesives
- Paint additives, colorants, tints, resins
- Wood preservatives (containing pesticides)
- Roof patch and repair
- Asphalt, tar, and bitumen-based products
- 2-component coatings
- Deck cleaners
- Traffic and road marking paints
- Industrial Maintenance (IM) coatings
- Original Equipment Manufacturer (OEM) (shop application) paints and finishes

## **2.0 SCOPE OF WORK**

Contractor will provide all management, materials, equipment, labor, and other items necessary to provide pick up, transportation, and final management of moderate risk wastes collected at the Waste and Recovery Center (WARC) located at 2418 Hogum Bay Road NE, Lacey WA 98516.

Pickup, transportation and disposal management services will be provided monthly for the term of the contract. Quantities will depend on the County's requirements and needs of these services.

### **Waste Hierarchy**

The County prefers universal waste, hazardous and non-hazardous waste management methods that are based on the following hierarchy:

1. Recycling and Reuse
2. Energy Recovery
3. Treatment conversion to non-hazardous or less hazardous compounds
4. Incineration
5. Hazardous Waste Landfill

### **Mandatory Services**

1. Preparing of the manifest and loading and delivery of moderate risk wastes from the MRW Facility to a permitted hazardous waste Treatment, Storage and Disposal Facility (TSDF). The TSDF(s) is/are to be specified by the Proposer as part of this Proposal.
2. Proper management, recycling, treatment and/or disposal of delivered moderate risk wastes in accordance with all applicable local, state, and federal standards.
3. Accurate and timely service documentation, including copies of manifests, TSDF records, and certificates of final disposal. Original signed copy of manifests must be received within 30 days of date manifest shipped. Certificates of final disposition must be received within 6 months of the date the manifest shipped.
4. Reference material to assist Thurston County staff in the classification, sorting, packing, and labeling of collected wastes.
5. Periodic recommendations and guidance on alternative waste management techniques and options with emphasis placed on reuse and recycling of processed material.
6. Contractor shall provide supplies upon request.

### **3.0 SCHEDULING/RESPONSE:**

HazoHouse will contact the contractor (Hauler) when a pickup is ready. Contractor shall pickup collection bins within 7 calendar days after notification. The Hauler will bring the necessary shipping documents and labels for the collection bins. The Hauler is responsible for labeling, loading and off-loading collection bins, and will provide a copy of the shipping documents to the drop-off site.

Contractor shall respond to a request for Materials & Supplies with delivery within 7 calendar days.

### **4.0 INVOICING/PAYMENTS:**

Company may bill once a month submitting invoices within 30 calendar days from completion of the work. Invoices are to be sent via email to the Thurston County Public Works Accounts Payable in-box address: [PWAP@co.thurston.wa.us](mailto:PWAP@co.thurston.wa.us). Subject line of email should include the Contract #, Department Division (Solid Waste), and Invoice #.

Invoices are to be sent as a single document and may be in pdf or word format and the contents of the invoice shall include:

- Company Name and Address
- Invoice Number and Date
- Billing Period for which invoice is being submitted
- Amount Due

- Detailed break-out of each waste stream item, quantity, rate and extended amount
- Detailed break-out of supplies/material, quantity, rate and extended amount
- Sales Tax on supplies and materials
- Manifests shall be attached to the invoice

Payments will be made within 30 calendar days from receipt of a proper invoice.

## ATTACHMENT 2 PROPOSAL FORM

REQUEST FOR PROPOSAL (RFP) NO. 034-2023-SW-R001

Moderate Risk Waste Transportation and Disposition Management Services

**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 **November 9, 2023.**

THE SOLICITATION DOCUMENTS, including any addenda, are published on the Thurston County Public Works website at <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 COMPANY 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 \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_

EMAIL \_\_\_\_\_

TAX ID NUMBER \_\_\_\_\_

IS THE COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WASHINGTON? YES \_\_\_\_\_ NO \_\_\_\_\_

NAME/TITLE OF COMPANY 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

#### REQUEST FOR PROPOSAL (RFP) NO. 034-2023-SW-R001

#### Moderate Risk Waste Transportation and Disposition Management Services WASTE STREAMS MANAGEMENT OPTIONS & RATE SCHEDULE

(1)	(2)	(3)	(4)
Waste Stream	Management Method	Unit Rate/ Unit of Measure	Packing Method Notes
<b>Dot Class: Non-RCRA</b>			
<b>Antifreeze</b>	Recycling Preferred		Bulk, 55-gallon drum
<b>Oil Filters</b>	Recycling Preferred		Loose Pack, 55-gallon drum
Bulk, Crushed			55-gallon drum
Bulk, Uncrushed			Loose Pack, 55-gallon drum
<b>Batteries</b>	Recycling Preferred		
Auto			Pallet or tote
Alkaline			5-, 15-, 30-, 55-gallon drums
Lithium			Loose Pack, 5 -gallon bucket
Silver Oxide			Bulk, 5-gallon bucket
Nickel-cadmium Nickel metal Hydride			Loose Pack, 55-gallon drums
Mercury			Loose Pack, 5-gallon bucket
Other			Loose Pack, 5 and 55-gallon bucket and drum
<b>Florescent Light Tubes (HID, Compact, Hi pres. sodium)</b>	Recycling Preferred		Price per foot, vendor provides bulb containers at no cost
Crushed			55 DM, Cubic yard box
Uncrushed			Cubic yard box and other boxes
<b>Paint</b>	Recycling Preferred		
Latex			Cubic yard box, loose pack
Oil			Cubic yard box, loose pack
<b>Material Liquids</b> Cleaners/Soaps	Identify Mgt Method		Bulk, Loosepack, 55-gallon drums
<b>Dot Class: Flammable Gas</b>			
e.g., aerosol paint, pesticides, insecticides	Incineration		Cubic yard box
Propane tanks (small tanks, camp stove)			55-gallon drum
Propane tanks (large)	Recycle		Cubic yard box
<b>Dot Class: Poisonous Gas</b>			
e.g., gas cylinders – chlorine, bromine, ethylene dibromide	Incineration		Case by case

(1)	(2)	(3)	(4)
Waste Stream	Management Method	Unit Rate/ Unit of Measure	Packing Method Notes
<b>Dot Class: Flammable liquids</b>			
Paint and stains, resins and adhesives	Incineration – no processing		55-gallon drums, cubic yard box, or loose pack
Contaminated oil and antifreeze, benzene, methanol, kerosene, gasoline, oil paint and thinners	Kiln Fuel (A-fuel)		Bulk, 55-gallon drums
Pesticides with petrol carrier	Incineration		Lab pack, 55-gallon drums
<b>Dot Class: Flammable and Spontaneous Combustion Solids</b>			
e.g., naphthalene, calcium carbide, sodium dithionite	Incineration		Loose pack, 5-, 15-, 30-, 55- gallon drums
<b>Dot Class: Oxidizing Materials</b>			
e.g., naphthalene, calcium carbide, sodium dithionite (Loosepack Solid and Liquid)	Incineration		Lab pack, 5-, 15- gallon buckets 55 gallon drums
<b>Dot Class: Organic Peroxides</b>			
e.g., MEK peroxide, benzoyl peroxide	Incineration		Lab pack, 5-, 15-, 30-, 55- gallon buckets or drums
<b>Dot Class: Poisonous Materials</b>			
e.g., pesticides, cresols	Incineration		
Solid			Cubic yard box, 55-gallon drums, or loose pack
Liquid			55-gallon drum, lab pack
<b>Dot Class: Corrosive Materials</b>			
Acids (e.g., hydrochloric acid, phosphoric acid)	Stabilization or Incineration		
Bulk liquid			55-gallon drums, lab pack
Bulk solid			55-gallon drums, lab pack
Alkalines (e.g., TSP, sodium hydroxide)	Stabilization or Incineration		
Bulk liquid			55-gallon drums, lab pack
Bulk solid			55-gallon drums, lab pack

(1)	(2)	(3)	(4)
Waste Stream	Management Method	Unit Rate/ Unit of Measure	Packing Method Notes
<b>Dot Class: Misc. Hazardous Materials</b>			
PCB ballasts	Incineration or Landfill		Loose Pack, 55-gallon drums
PCB contaminated oils	Incineration		Bulk, loose pack, or 5-, 15-, 30-, 55-gallon drums
Other wastes	Incineration		
Flam Acid, Bulk liquid			5-gallon drum
Flam Base, Bulk liquid			5-gallon drum
Flam Acid, solid			5-, 15-, 30-, 55-gallon drums, lab pack
Flam Base, solid			5-, 15-, 30-, 55-gallon drums, lab pack
Mercury and mercury contaminated wastes	Retort		
Mercury and mercury containing equipment			5-, 15-, 30-, 55-gallon drums, lab pack
Mercury compounds			5-, 15-, 30-, 55-gallon drums, lab pack
Medical Sharps			
Add New Entries Below			
(1)	(2)	(3)	(4)
Waste Stream	Management Method	Unit Rate/ Unit of Measure	Packing Method Notes


**Instructions for Completing Attachment 3 Waste Stream Options & Rate Schedule**

1. Column 1 (Waste Stream): Entries represent waste streams expected to be collected and managed at the WARC facility. If, in your experience, other waste streams may be present, add those waste streams as a new entry in the blank lines in the Rate Table above, filling out all the columns for the new entry. If needed, extra pages in the same format will be allowed. It is recognized that other hazard classes and waste types exist and may be collected in the future.

2. Column 2 (Management Method) is filled out for those waste streams where a management option is preferred. If your company offers other management options for these waste streams, or offers multiple management options for other waste streams, add new entries in the table in the blank lines in the Rate Table above to show all the available options for each waste stream. (These may include, but are not limited to recycling treatments, fuels, bleaching, landfill, re-use, incinerations, etc.)

3. Column 3 (Unit Rate/Unit of Measure): Enter the unit rate(s) and associated unit(s) of measure for all entries. Be specific (e.g., per barrel, per gallon, etc.). See RFP Para 4.3 Proposal Contents, Tabbed Section 7D for costs to be included in the unit rate.

4. Use Column 4 (Packing Method/Notes) to describe any other packing methods your Proposal will offer for a waste stream as another entry (use empty lines on Table above, if necessary). Please be very specific as to what kind of packing method and container will be required for each management option.

5. It will be assumed that the Rate Table constitutes the entirety of waste management options your firm is offering through this Proposal. Therefore, all waste management options your company wishes to offer through this proposal must be shown on the Rate Table with all columns correctly filled out.

**Supplies**

(1)	(2)	(3)
DESCRIPTION	CODE	UNIT RATE
Clay, Absorbent		
Vermiculite, 4 Cubic Ft Bag		
Pallets		
Cubic Yard Box w/Pallet		
Box Liners, 2 CY		
Liners, 55 Gallon Drum		
5 Gallon Fiber Drum - Open Top		
15 Gallon Fiber Drum - Open Top		
30 Gallon Fiber Drum - Open Top		
55 Gallon Fiber Drum - Open Top		
5 Gallon Fiber Drum - Closed Top		
15 Gallon Fiber Drum - Closed Top		
30 Gallon Fiber Drum - Closed Top		
55 Gallon Fiber Drum - Closed Top		
5 Gallon Poly Drum - Open Top		
15 Gallon Poly Drum - Open Top		
30 Gallon Poly Drum - Open Top		

(1)	(2)	(3)
DESCRIPTION	CODE	UNIT RATE
55 Gallon Poly Drum - Open Top		
5 Gallon Poly Drum - Closed Top		
15 Gallon Poly Drum - Closed Top		
30 Gallon Poly Drum - Closed Top		
55 Gallon Poly Drum - Closed Top		
5 Gallon Recon Metal Drum - Open Top		
15 Gallon Recon Metal Drum - Open Top		
30 Gallon Recon Metal Drum - Open Top		
55 Gallon Recon Metal Drum - Open Top		
5 Gallon Recon Metal Drum - Closed Top		
15 Gallon Recon Metal Drum - Closed Top		
30 Gallon Recon Metal Drum - Closed Top		
55 Gallon Recon Metal Drum - Closed Top		
5 Gallon New Metal Drum - Open Top		
15 Gallon New Metal Drum - Open Top		
30 Gallon New Metal Drum - Open Top		
55 Gallon New Metal Drum - Open Top		
5 Gallon New Metal Drum - Closed Top		
15 Gallon New Metal Drum - Closed Top		
30 Gallon New Metal Drum - Closed Top		
55 Gallon New Metal Drum - Closed Top		
85 Gallon Overpack Metal Drum		
ADD NEW ITEMS BELOW THIS LINE		
DESCRIPTION	CODE	UNIT RATE


**Instructions for Supplies Pricing**

1. A list of commonly used Supplies are identified. Proposer shall add to this list in the blanks below to show all supplies options available.
2. Column 1 (Description) is filled out for the proposed list of supplies. When adding items, provide a detailed description of the item.
3. Column 2 (Code): Enter any coding convention that will be used to identify the item.
4. Column 3 (Unit Rate): Enter the unit rate per item. If Proposer doesn't offer the item, indicate N/A.
5. Do not include Sales Tax in the Unit Rate for Supplies. Sales tax will be applied on the total cost of supplies on each invoice.

**ATTACHMENT 5**  
**SERVICES CONTRACT**  
THURSTON COUNTY/ [CONTRACTOR NAME]  
**REQUEST FOR PROPOSAL (RFP) NO. 034-2023-SW-R001**

**Moderate Risk Waste Transportation and Disposition Management Services**

**THIS CONTRACT** is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 3000 Pacific Ave S.E., Olympia, WA 98501, 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 begin on **MM/DD/YYYY** and shall remain in effect through **MM/DD/YYYY** unless renewed or terminated sooner as provided herein.

☐ 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 will be a maximum of five (5) years including: one 1-year base and four (4) 1-year renewal options. Renewal options shall be 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:

**Moderate Risk Waste Transportation and Disposition Management Services**

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: Gerald Tousley

Title: Solid Waste Facility Operations Manager

Mailing Address: 2420 Hogum Bay Rd N.E.

City, State and Zip Code: Olympia, WA

Telephone Number: 360-867-2900

E-mail Address: [gerald.tousley@co.thurston.wa.us](mailto:gerald.tousley@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 **\$1,500,000.00**.

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 **\$5,000,000** 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. **Environmental/Pollution Legal Liability Insurance:** The CONTRACTOR shall maintain limits of not less than **\$2,000,000** for each occurrence or event with an annual aggregate of **\$5,000,000**; the policy shall minimally cover claims involving personal injury, property damage, and environmental restoration costs.

- 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. This includes, but is not limited to all transportation, environmental, health, and safety regulations.

### **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: \_\_\_\_\_  
(Authorized Representative

Department/Office: \_\_\_\_\_

Date \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/\_\_\_\_\_

**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):

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT  
THURSTON COUNTY/\_\_\_\_\_

**COMPENSATION**

1. The Contractor's compensation under this Contract, which is described in Section 5 of the Contract (Compensation), is set forth as follows:

**ATTACHMENT 5**  
**REQUEST FOR PROPOSAL (RFP) NO. 034-2023-SW-R001**

Moderate Risk Waste Transportation and Disposition Management Services

**RELEVANT EXPERIENCE**

This section to be completed by **Proposer**

<b>Project/Services Title:</b>	<b>Dates of Service:</b>
<b>Location:</b>	Original Contract Amount    \$ Final Contract Amount:        \$
Contract Type:    ____ Firm Fixed Price    ____ Cost    ____ Other (Specify)	Number of Change Orders:
Primary    ____                      Subcontractor    ____	Total Dollar Value of Change Orders    \$
	Complexity of Project/Service ____ Difficult                      ____ Routine
<b>Reference/Owner Contact Information:</b>	
POC Individual Name	POC Title
POC Organization Name	POC Address
POC Phone Number	POC Email
<b>Summary of Actual Performance Under Scope</b>	
Describe type of work, tasks performed, and challenges to demonstrate relevant experience characteristics similar to Thurston County Public Works Solid Waste Division Moderate Risk Waste Transportation & Disposition Management Services under the RFP.	

**ATTACHMENT 5**  
**REQUEST FOR PROPOSAL (RFP) NO. 034-2023-SW-R001**

**Moderate Risk Waste Transportation and Disposition Management Services**  
**PAST PERFORMANCE SURVEY**

**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.*

<b>Evaluation Factor</b>	<b>Comments (Attach additional sheets, if necessary.)</b>	<b>Rating</b>
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**

## REQUEST FOR PROPOSAL (RFP) NO. 034-2023-SW-R001

### Moderate Risk Waste Transportation and Disposition Management Services PAST PERFORMANCE RATING GUIDELINE

**Rating: Exceptional**

Definition: Performance meets contractual requirements and exceeds many to the project 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 project 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**  
**REQUEST FOR PROPOSAL (RFP) NO. 034-2023-PW-R001**

Moderate Risk Waste Transportation and Disposition Management Services  
**KEY PERSONNEL RESUME FORMAT**

Provide information, listed below, on separate sheets showing qualifications of each key personnel individual assigned to the project.

(a) Name:

\_\_\_\_\_

(b) Current Position/Title:

\_\_\_\_\_

(c) Proposed Assignment on the Services Contract, including specific duties to be performed:

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

(d) No. of Years in Same Assignment as Proposed on the Contract \_\_\_\_\_

(e) Name of Your Firm \_\_\_\_\_

(f) No. of Years: With this Firm \_\_\_\_\_ With other Firms \_\_\_\_\_

(g) Education:

Degree(s) earned: \_\_\_\_\_

School attended: \_\_\_\_\_

Year Degree granted: \_\_\_\_\_

Degree field/specialization: \_\_\_\_\_

Specialized Training: \_\_\_\_\_

(h) Active Registration/Professional License/Certification, if any:

Type: \_\_\_\_\_ No. \_\_\_\_\_, State(s) \_\_\_\_\_, First Year/ Current Year \_\_\_\_\_ / \_\_\_\_\_

(i) Describe Your Specific Experience and Qualifications Relevant to the Services in the RFP:

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

(j) Up to three (3) relevant project/service examples:

Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_

Project Size: \_\_\_\_\_

Position Held: \_\_\_\_\_

Duties performed: \_\_\_\_\_

Company employed with during Project: \_\_\_\_\_