



**Thurston County, Washington**

3000 Pacific Ave SE

Olympia, Washington 98501

**REQUEST FOR PROPOSAL (RFP) 034-2023-SW-R002**

**Collection, Transportation, Recycling, and/or Disposal of  
Used Oil, Antifreeze and Oil Filters**

**Solicitation Documents**

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

**Proposal Due Date**

**Proposals are due by 3:00 p.m. PT on December 14, 2023**

**Proposal Acceptance Location**

**Sealed Proposal will only be received by:**

Thurston County Public Works

9605 Tilley Road S, Suite C

Olympia, Washington 98512

*Office Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday*

*Phone: 360-867-2300*

**Pre-Proposal Conference/Site Visit**

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

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

**REQUEST FOR PROPOSAL**  
**Collection, Transportation, Recycling, and/or Disposal of**  
**Used Oil, Antifreeze and Oil Filters**

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**RFP NO. 034-2023-SW-R002**  
**Collection, Transportation, Recycling, and/or Disposal of**  
**Used Oil, Antifreeze and Oil Filters**

**ACRONYMS AND ABBREVIATIONS**

County	Thurston County Public Works Department, Solid Waste Division
DOSH	Washington State Department Labor and Industries, Division of Occupational Safety & Health
DOT	Washington State Department of Transportation
PPI	Pre-proposal Inquiries
PPS	Past Performance Survey
PT	Pacific Time
RCW	Revised Code of Washington
RFP	Request for Proposal
TPY	Tons Per Year
TSDf	Treatment, Storage, and Disposal Facility
WAC	Washington Administrative Code
WARC	Thurston County Waste and Recovery Center

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**SECTION 1 – INTRODUCTION/PURPOSE**

**1.1 INTRODUCTION**

Thurston County Public Works Department, Solid Waste Division is soliciting Proposals from qualified companies to provide collection, transportation, recycling, and/or disposal of used oil, antifreeze/coolant and oil filters from various waste sites.

**1.2 PURPOSE**

It is the purpose of this solicitation to secure services from a single qualified contractor to provide collection, transportation, recycling, and/or disposal of used oil, antifreeze and oil filters on a routine and continuous basis for a term of up to 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 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.
- D. Must have a minimum of three (3) years of experience in providing waste management services.

**1.4 PROCUREMENT NOTIFICATION:**

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

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

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

### **2.1 DESCRIPTION**

Thurston County, Washington requests Proposals from qualified firms or individuals to provide collection, transportation, recycling, and/or disposal of used oil, antifreeze/coolant and oil filters from various waste sites on a routine and as needed basis.

### **2.2 BACKGROUND INFORMATION**

Thurston County began its used oil program in 1993 to reduce the amount of improperly disposed used oil and promote recycling. Used oil is a resource with considerable value. It can be re-refined to lubricant quality motor oil, burned for energy recovery, or burned in specially designed space heaters. Re-refining capabilities increase the lifespan for this finite resources. Thurston County Public Works and Public Health and Social Services departments coordinate a used oil collection network with two private sites, one solid waste transfer station, two rural drop-box sites, and a local marina. Thurston County owns the collection tanks and monitors the condition of the tanks in collaboration with site sponsors. A total of eight (8) 350 gallon tanks need to be serviced. Used oil recycling is governed by RCW 70A.224. Used oil collection averages 68,000 gallons per year.

Thurston County also administers a collection program for spent antifreeze and used oil filters. Spent antifreeze can be reclaimed/recycled by removal of any metals, oil, or offending chemicals so that it can be reused. Recycling of spent antifreeze is governed by WAC 173-303-522. Spent antifreeze collection averages 5,600 gallons per year. Used oil filters can be recycled to recover both the used oil and steel remains. The oil can be refined into lower grades of lubricating oils or fuel and the steel scrap can be processed into new steel products. Used oil filters (uncrushed) collection averages 80 to 90 barrels (55 gallon drums) per year. Thurston County prefers recycling of spent antifreeze and used oil filters rather than disposal.

### **2.3 STATEMENT OF WORK**

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

### **2.4 CONTRACT PERIOD AND BUDGET**

The County anticipates the contract will be for a maximum duration of five (5) years with an initial one-year term and four one-year renewal options. Option renewals will be exercised at the sole discretion of the County. The Contract value will be for a maximum of **\$200,000.00**. The Contract may be increased to meet the ongoing needs of the County for the services requested up through the Contract period of performance. The County does not guarantee a minimum purchase amount.

### **2.5 COMPENSATION**

A. Mandatory Scope: Payment to Contractor will be based on the negotiated rate schedule and actual quantities.

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

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

<b>ACTIVITY</b>	<b>EST. DATE</b>
RFP Issuance	11/09/2023
Pre-Proposal Inquiries Due	12/07/2023
Proposal Due	12/14/2023
Proposal Evaluations/Negotiations	12/28/2023
Executed Contract	01/23/2024

### **3.2 PRE-PROPOSAL CONFERENCE/SITE VISIT**

There will be no scheduled Pre-Proposal Conference or tour of the sites. Proposers may request a site visit by contacting Gerald Tousley, Solid Waste Facility Operations Manager at [gerald.tousley@co.thurston.wa.us](mailto:gerald.tousley@co.thurston.wa.us).

### **3.3 PRE-PROPOSAL INQUIRIES AND ADDENDUM**

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

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

**Dawn Ashton, Procurement/Contract Specialist**  
**Thurston County Public Works**  
**9605 Tilley Road S, Suite C**  
**Olympia, WA 98512**  
[Dawn.Ashton@co.thurston.wa.us](mailto:Dawn.Ashton@co.thurston.wa.us)

All PPIs must clearly identify the name of the inquiring contractor or person and the RFP number, title, and section/page number. The deadline for receipt of PPIs from Proposer is 3:00 p.m. (PT) on December 07, 2023.

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

### **3.4 EXAMINATION BY PROPOSER**

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

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

### **3.5 MODIFICATION/WITHDRAWAL OF PROPOSALS**

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

### **3.6 PROPOSAL FIRM OFFER**

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

### **3.7 PROPOSALS ARE PUBLIC RECORD**

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

### **3.8 CANCELLATION**

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

### **3.9 NO OBLIGATION**

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

### **3.10 EXPENSES INCURRED**

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

### **3.11 NONDISCRIMINATION**

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

### **3.12 PRIME CONTRACTOR RESPONSIBILITIES**

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

## **SECTION 4 – PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

### **4.1 PROPOSAL DUE DATE AND TIME**

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

B. Proposer must submit in a sealed package one (1) original and one (1) electronic copy of the Proposal and Attachments. The original shall be marked ORIGINAL. 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 drive. Each package shall be clearly marked on the outside with the following label:

**REQUEST FOR PROPOSAL NO. 034-2023-SW-R002**  
**Collection, Transportation, Recycling, and/or Disposal of**  
**Used Oil, Antifreeze and Oil Filters**  
**RFP Opening Date: December 14, 2023 at 3:00 p.m.**

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 due date; Proposer's name and business address, email address, telephone number, web address, and contact person's name. The back cover shall be of white cover stock and entirely blank.

### **Proposal Form**

Include one (1) fully executed copy of the **Proposal Form** that is provided in Attachment 2 – FORMS of this solicitation. The executed original of the Proposal Form shall have an original longhand signature in blue ink and shall be included in the hard-copy Proposal that is marked “Original.” 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 list of current applicable state and federal permits, licenses, certifications, accreditations, and/or credentials for the Company and Company’s employees or other entities (e.g., subcontractors) that demonstrate competency for the work that will be performed under the Contract.
  - A description of the Company’s experience working with local government and knowledge of Washington State laws and statutes. (Not to exceed 2 pages)
  - Any additional information the Proposer feels is relevant to the general qualifications of the Proposal. (Not to exceed 2 pages)

**TABBED SECTION #4: 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 – RELEVANT EXPERIENCE/PAST PERFORMANCE FORM.

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 three (3) years from 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: Technical Approach**

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

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

B. Provide a Work Plan

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

(2) Describe plan of operation that addresses access, screening/testing, storing, reclaiming, recovering, treating, hauling, and disposing of waste materials in accordance with applicable laws and regulations.

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

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

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

E. Provide a copy of your Company's spill prevention and clean-up procedures.

**TABBED SECTION #6: Sustainability**

A. Provide an estimate of the combined mileage from the Company's base of operations to the various pickup locations and final disposal sites.

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

**TABBED SECTION #7: Rates**

A. Complete the Rate Schedule in Attachment 3 – Used Oil, Antifreeze, and Oil Filters Rate Schedule.

B. Rates shall include all costs for collection, hauling, disposal, fees, taxes, and all associated work as well as reporting and administrative costs.

**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:

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

<b>Relevant Experience and 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.	10
<b>Technical Approach</b> The management approach is practical and efficient.  The work plan demonstrates an understanding of the services being requested and the Proposer's capacity to accomplish the work. Resources are adequate and transport vehicles for collection and hauling are appropriate. Plan of operation is appropriate, uses best practices, and complies with regulatory requirements. Challenges and risks are realistic with a reasonable mitigation plan.  Invoice procedures demonstrate accuracy in billing.  Driver Training Program is effective, and Company has a good safety record.	20
<b>Sustainability</b> This criterion will be evaluated based on the details of the technical approach provided by the Proposer. Preference will be shown for end use that involves reclamation/recycling.  Preference will be shown for Proposals that minimize vehicle miles driven for hauling.  Proposer has participated in national and local sustainability initiatives and practices.	10
<b>Rates</b> Proposed rates are realistic and reasonable.  Preference will be shown for Proposals that include cost-effective means and methods.	65
<b>TOTAL</b>	<b>125</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 firms interviewed and conduct a final evaluation and ranking of the Proposers based on the criteria listed in Section 5.2 and interviews.

#### **5.5 SELECTION AND NEGOTIATION**

The County will select the highest-ranked qualified Proposer based on the criteria and evaluation process outlined above. The County will initiate negotiations (as necessary) with the Proposer who, in the sole opinion of the County, best meets the County's needs as outlined in this solicitation.

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

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

#### **5.6 BOARD APPROVAL AND CONTRACT EXECUTION**

The County will be required to make a recommendation to and obtain approval from the Board of County Commissioners (BoCC) prior to any Contract award.

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

### **SECTION 6 - CONTRACT TERMS AND CONDITIONS**

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

#### **6.1 INSURANCE**

Contractor will be required to maintain at their own expense during the term of service provision

the following insurance (minimum requirements):

TYPE	LIMIT
Workman's Compensation	Statutory
Employers Liability	\$1,000,000 each accident
General Liability (combined bodily injury/property damage)	\$2,000,000 each occurrence \$3,000,000 aggregate
Automobile/Truck Liability (combined bodily injury/property damage)	\$2,000,000 each occurrence/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.

## **6.2 COMPLIANCE WITH LAWS**

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

## **6.3 RECORDS**

Contractor must agree at such time and in such form as the County may require, to furnish the County reasonable periodic reports and documents as it may request pertaining to the work or services undertaken pursuant to the Contract Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matter covered by the Agreement. Contractor will maintain accounting records in accordance with accepted accounting principles and practices to substantiate all invoiced amounts.

## **6.4 INDUSTRIAL COVERAGE**

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

## **6.5 LICENSING/PERMITS**

Contractor shall possess any regulator 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 Section 4.3 of this solicitation.

**Attachment 3 Rate Schedule Form** - The Used Oil/Antifreeze/Oil Filter 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 1**  
**REQUEST FOR PROPOSAL (RFP) NO. 034-2023-SW-R002**  
**Collection, Transportation, Recycling, and/or Disposal of**  
**Used Oil, Antifreeze and Oil Filters**  
**Statement of Work**

**1.0 INTRODUCTION/BACKGROUND**

Thurston County began its used oil program in 1993 to reduce the amount of improperly disposed used oil and promote recycling. Used oil is a resource with considerable value. It can be re-refined to lubricant quality motor oil, burned for energy recovery, or burned in specially designed space heaters. Re-refining capabilities increase the lifespan for this finite resources. Thurston County Public Works and Public Health and Social Services departments coordinate a used oil collection network with two private sites, one solid waste transfer station, two rural drop-box sites, and a local marina. Thurston County owns the collection tanks and monitors the condition of the tanks in collaboration with site sponsors. A total of eight (8) 350 gallon aboveground, double-walled collection tanks need to be serviced. Thurston County prefers a re-refining end use for the used oil managed under the contract. Used oil recycling is governed by RCW 70A.224. Used oil collection averages 68,000 gallons per year.

Thurston County also administers a collection program for spent antifreeze/coolant and used oil filters which are collected at the main hazardous waste collection facility with the uncrushed oil filters also collected at two rural drop box sites. Spent antifreeze is contained in contractor supplied 55 gallon drums (or containers of equivalent size) and the quantity to be serviced will vary. Spent antifreeze can be reclaimed/recycled by removal of any metals, oil, or offending chemicals so that it can be reused. Recycling of spent antifreeze is governed by WAC 173-303-522. Used oil filters are contained in contractor supplied 55 gallon drums/barrels and quantity to haul will vary. Used oil filters can be recycled to recover both the used oil and steel remains. The oil can be refined into lower grades of lubricating oils or fuel and the steel scrap can be processed into new steel products. Thurston County prefers recycling of spent antifreeze and used oil filters rather than disposal.

The County anticipates the need for these services on a recurring basis over the next several years. Table 1 provides historical data on the annual amount of collection for the past 4 years.

**Table 1 – Collection History**

<b><u>Used Oil Collected</u></b>	<b><u>Year(s)</u></b>			
	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>2022</u></b>
NAPA Automotive Collection				
Formerly Parts Plus - Olympia/Lacey	5,890	4,695	5,430	4,570
Former Valley Repair - Tenino	2,000	2,580	2,275	1,825
Swantown Marina (2)	2,695	2,525	3,230	3,000
Rainier Drop-Box	9,395	8,930	10,215	10,580
Rochester Drop-Box	9,035	9,135	10,130	11,070
WARC Public Tipping Area & HazoHouse	36,530	36,915	37,635	37,240
<b>Totals</b>	<b>65,545</b>	<b>64,780</b>	<b>68,915</b>	<b>68,285</b>

<i>(As gallons)</i>				
<b><u>Spent Antifreeze Collected</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>2022</u></b>
HazoHouse	<b>5,638</b>	<b>5,810</b>	<b>5,695</b>	<b>5,715</b>

*(In gallons)*

<b><u>Used Oil Filters Collected</u></b>	<b><u>2019</u></b>	<b><u>2020</u></b>	<b><u>2021</u></b>	<b><u>2022</u></b>
WARC Public Tipping Area and HazoHouse	46	38	41	42
Rochester Transfer Station	27.4	19	23	22
Rainier Transfer Station	26.5	22.5	23	22
<b>Totals</b>	<b>99.9</b>	<b>79.5</b>	<b>87</b>	<b>86</b>

*(As barrels (uncrushed))*

## 2.0 SITE PARTICULARS

A. Collection Sites and Hours of Operations: Contractor must collect used oil from six regular sites and be able to collect used oil (contaminated and uncontaminated) from other non-regular sites. The Contractor must also collect spent antifreeze and used oil filters from a subset of the used oil collection sites. Site location and days and hours of operation are provided in Table 2 below:

**Table 2 – Collection Site and Hours of Operation**

<b>Collection site</b>	<b>Address</b>	<b>Days/Hours</b>	<b>Collection Type</b>
NAPA Automotive Former Parts Plus	7108 Martin Way E Olympia WA 98516	Monday through Friday 8:00am – 4:00pm PT	Used Oil (1 tank)
Former Valley Auto Repair	772 E. Sussex St Tenino WA 98589	Monday through Friday 8:00am – 4:00pm PT	Used Oil (1 tank)
Swantown Marina	1022 Marine Dr NE Olympia WA 98501	Monday through Friday 8:00am – 4:00pm PT	Used Oil (2 tanks)
Rainier Drop-Box	13010 Rainier Acres Rd SE Rainier WA 98576	Friday, Saturday, Sunday: 9 am–5 pm PT	Used Oil (1 tank) Used Oil Filters
Rochester Drop-Box	16500 Sargent Rd SW Rochester WA 98579	Tuesday, Saturday, Sunday: 9 am–5 pm PT	Used Oil (1 tank) Used Oil Filters
HazoHouse and Public Tipping Area	2420 Hogum Bay Rd NE Lacey WA 98516	Sunday through Saturday 8:00am – 4:45pm PT	Used Oil (2 tanks) Used Oil Filters Antifreeze/Coolant

Non Regular Site	Any work/field location where improperly disposed of (dumped) materials were found and need to be removed or temporary mobile event collection site.	As needed	Varies
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Note: Thurston County reserves the right to change, add, and delete location sites and will provide 30 days written notice to the Contractor.

#### B. Security/Access

Contact Gerald Tousley or Cindi Strobl at the Waste and Recovery Center (WARC) if access code to County facilities has been locked.

#### C. Equipment/Conditions

See the County GeoData website to identify tank sites and existing conditions.

[GeoData Center | Thurston County \(thurstoncountywa.gov\)](http://thurstoncountywa.gov/GeoDataCenter)

### 3.0 SCOPE OF WORK

Contractor will provide all management, materials, equipment, labor, and other items necessary to provide collection, hauling, and recycling/disposal of waste materials as follows:

#### A. Used Oil:

(1) Screen/test prior to pumping and identify if used oil is contaminated.

(a) Uncontaminated used oil meets the following Specifications:

Constituent/Property	Allowable Level
Total halogens	1,000 ppm maximum
PCBs	< 2 ppm*

(2) Pump waste materials from tanks into approved transportation vehicles or vessels from the regular location sites in Table 2 and non-regular locations as requested.

(3) Haul to end use location/disposal site. Re-refining is the preferred treatment for uncontaminated used oil. Contaminated oil will be handled separately from uncontaminated oil and it is the Contractor's responsibility for final disposal. Final disposal shall meet all regulations and best management practices consistent with applicable local, state, and federal laws and regulations.

(4) Provide a record of the following for each load of used oil:

(a) Method of screening/testing

(b) Quantity pumped

(c) Final management method used for both uncontaminated and contaminated oil (energy recovery, re-refining, hazardous waste disposal, etc.).

(d) Facility name, address, phone number and state of where final management will take place.

**B. Uncrushed Oil Filters:**

(1) Collect barrels of waste materials into approved transportation vehicles or vessels from the regular location sites in Table 2 and non-regular locations as requested.

(2) Replace barrels with empty, properly labeled barrels.

(3) Haul barrels to end use location/disposal site. Final disposal shall meet all regulations and best management practices consistent with applicable local, state, and federal laws and regulations.

(4) Provide a record of the following for each load of used oil filters:

(a) Quantity

(b) Final management method for the used oil filters (Recycling, landfill, etc.)

(c) Facility name, address, phone number, and state of where final management will take place.

**C. Spent Antifreeze/Coolant**

(1) Collect drums/containers of waste materials into approved transportation vehicles or vessels from the regular location sites in Table 2 and non-regular locations as requested.

(2) Replace drums/containers with empty, properly labeled drums/containers.

(3) Haul drums/containers to end use location/disposal site. Final disposal shall meet all regulations and best management practices consistent with applicable local, state, and federal laws and regulations.

(4) Provide a record of the following for each load of spent antifreeze/coolant:

(a) Quantity

(b) Final management method for the spent antifreeze/coolant (Recycling, landfill, etc.)

(c) Facility name, address, phone number, and state of where final management will take place.

**D. Provide the following reports which shall be site specific with respect to origin and disposal facilities:**

(1) Quarterly report documenting each quarter's work activities under this contract. Quarterly reports are due within 10 business days following the end of the quarter.

(2) Annual summary report documenting the previous year's work under this contract. Annual report is due within 15 business days following the end of the year. The County will submit the annual report to the Department of Ecology.

**4.0 SCHEDULING/RESPONSE:**

A. Contractor shall provide collection and recycling/disposal services on a regular basis and as needed basis according to the **estimated** frequency schedule below:

(1) HazoHouse (and Public Tipping Area?) – Weekly

- Used Oil: 2 tanks – assume volume will vary
- Uncrushed Oil Filters – assume 4 - 55 gallon drums
- Antifreeze/Coolant - assume 2 to 3 - 55 gallon drums (or container of equivalent size)

(2) Rochester Drop-Box – Monthly

- Used Oil: 1 tank – assume volume will vary
- Uncrushed Oil Filters – assume 2 - 55 gallon drums

(3) Rainier Drop-Box – Monthly

- Used Oil: 1 tank – assume volume will vary
- Uncrushed Oil Filters – assume 2 - 55 gallon drums

(4) Other Regular Sites (NAPA Automotive, Former Valley Auto Repair and Swantown Marina) - As Needed

- Used Oil: 1 tank – assume volume will vary

(5) Non Regular Sites – As Needed

- All waste materials – assume quantities will vary

B. No minimum quantity is guaranteed.

C. Contractor shall provide a schedule identifying collection days/times for routine locations. The County will contact the Contractor when a collection is ready for locations where services are on an as needed basis. Contractor shall respond within 7 calendar days after notification of pickup.

## **5.0 INVOICING/PAYMENTS**

A. Contractor shall submit a single invoice monthly for work completed the previous month.

B. Invoices shall detail the following:

- ✓ Site Location
- ✓ Waste Material
- ✓ Quantities
- ✓ Rates

✓ Total Cost

C. Invoices are to be sent via email to the Thurston County Public Works Accounts Payable address: [PWAP@co.thurston.wa.us](mailto:PWAP@co.thurston.wa.us). The email subject line should include the contract number, title, and billing month.

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

**ATTACHMENT 2**  
**PROPOSAL FORM**

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**REQUEST FOR PROPOSAL (RFP) NO. 034-2023-SW-R002**  
**Collection, Transportation, Recycling, and/or Disposal of**  
**Used Oil, Antifreeze and Oil filters**

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**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 **December 14, 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**  
**RFP No. 034-2023-SW-R002**  
**Collection, Transportation, Recycling, and/or Disposal of**  
**Used Oil, Antifreeze and Oil Filters**  
**RATE SCHEDULE**

(1)	(2)	(3)	(4)	(5)	(6)
Waste Item	Management Method	Pickup Location	Unit of Measure	Unit Rate	End Use Location
<b>Uncontaminated Used Oil</b>	Re-refining Preferred		Gallon		
		HazoHouse	Gallon		
		Rochester Transfer Station	Gallon		
		Rainier Transfer Station	Gallon		
		NAPA Automotive	Gallon		
		Former Valley Auto Repair	Gallon		
		Swantown Marina	Gallon		
		Other	Gallon		
		Service Charge for out of cycle pickup	Lump Sum		
<b>Contaminated Used Oil</b>	Hazardous Waste Disposal Preferred		Gallon		
		HazoHouse	Gallon		
		Rochester Transfer Station	Gallon		
		Rainier Transfer Station	Gallon		
		NAPA Automotive	Gallon		
		Former Valley Auto Repair	Gallon		
		Swantown Marina	Gallon		
		Other	Gallon		
		Service Charge for out of cycle pickup	Lump Sum		
<b>Oil Filters (Uncrushed)</b>	Recycling Preferred		55-gallon drum		
		HazoHouse	55-gallon drum		
		Rochester Transfer Station	55-gallon drum		

(1)	(2)	(3)	(4)	(5)	(6)
Waste Item	Management Method	Pickup Location	Unit of Measure	Unit Rate	End Use Location
		Rainier Transfer Station	55-gallon drum		
		Other	55-gallon drum		
		Service Charge for out of cycle pickup	Lump Sum		
Spent Antifreeze	Recycling Preferred		55 gallon drum		
		HazoHouse	55-gallon drum		
		Other	55-gallon drum		
		Service Charge for out of cycle pickup	Lump Sum		

### Instructions for Completing Attachment 3 Pricing Schedule

- Column 1 - Waste Item: Entries represent waste items expected to be collected, transported, and recycled/disposed.
- Column 2 - Management Method: Identifies Thurston County preferred management method. Proposer shall enter planned management method for each waste item at each location. If there is more than one management method entries may be added. Some examples of management methods include:
  - Used Oil: energy recovery, re-refining, hazardous waste disposal, etc.
  - Used Oil Filters: Contaminated Oil: recycling, landfill, etc.
  - Spent Antifreeze/Coolant: recycling, hazardous waste disposal, etc.
- Column 3 - Pickup Location: Identifies the regular pickup locations and includes other for non-regular pickup location.
- Column 4 – Unit of Measure: Identifies the unit of measure for which a waste item will be collected and priced.
- Column 5 – Unit Rate: Proposer shall enter the unit rate as either a (credit) or charge for each waste item and location. Proposer shall use parenthesis around the amount to signify the rate as a credit.
- Column 6 – End Use Location: Proposer shall identify the location of final disposal.
- Unit Rates shall include all costs including but not limited to management/administration, equipment, labor, transportation/fuel; loading and unloading; disposal fees; taxes etc. Unit Rate for Oil filters and Antifreeze shall include the price of contractor provided drum/container.

## ATTACHMENT 4

### SERVICES CONTRACT

THURSTON COUNTY/ [CONTRACTOR NAME]

### **Collection, Transportation, Recycling, and/or Disposal of Used Oil, Antifreeze and Oil Filters**

**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.

This Contract will be a maximum of five (5) years including: one 1-year base and 4 (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.

☐ 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.

##### **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:

#### **Collection, Transportation, Recycling, and/or Disposal of Used Oil, Antifreeze and Oil Filters**

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 98516

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 **\$200,000.00**.

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 obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

d. CONTRACTOR agrees that the insurance requirements specified hereinbelow do not reduce the liability CONTRACTOR has assumed in the indemnification/hold harmless provision above.

e. CONTRACTOR's obligations under this section shall survive the termination of this Agreement to the fullest extent permitted by law.

f. 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 **\$2,000,000** per occurrence for all covered losses and no less than **\$3,000,000** general aggregate. Coverage must include employer's liability limits of no less than \$1,000,000 per accident for all covered losses.
- b. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under ISO Commercial General Liability policy form CG 00 01, with endorsement CG 20 10 with an edition date prior to 2004, including contractual liability coverage.
- c. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents as additional insureds with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- d. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met either by way of a specific endorsement naming the COUNTY as an additional insured or by a blanket additional insured endorsement.
- e. **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.
- f. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including owned, non-owned and hired autos, or the exact equivalent. Limits shall be no less than **\$2,000,000** per accident, combined single limit for bodily Injury and property damages. 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.

- g. **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.
- h. **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.
- i. 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. Except for Commercial General Liability which shall be written on an occurrence basis, if any coverage is provided on a claims-made basis the following shall apply:
  - (i) The retroactive date must be shown, and must be on or before the date of this Contract or the beginning of the Contract services;
  - (ii) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the Contract services;



- (iii) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract, Contractor must purchase an extended reporting period for a minimum of three (3) years after completion of the contract services.
- e. 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.
- f. 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.
- g. 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. It is agreed that these insurance requirements shall not act in any way to reduce coverage that is broader or includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of CONTRACTOR. 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.
- h. Each Insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the COUNTY, except when cancellation is for non-payment of premium, then then (10) days prior notice may be given.
- i. 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
- j. 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.
- k. 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.

- I. The limits of insurance above shall be minimum requirements. The insurance limits are not intended to be an indication of exposure nor are they limitations on indemnification. Should the Contractor or a subcontractor in any tier maintain insurance with limits of liability that exceed the required limits or coverage that is broader than as outlined above, those higher limits and broader coverage shall be deemed to apply for the benefit of any person or organization included as an additional insured, and those limits shall become the required minimum limits of insurance of this Contract.

### **3. Verification of Coverage and Acceptability of Insurers:**

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

### **10. TERMINATION**

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

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

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

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

#### **11. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

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

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

#### **12. NON-WAIVER OF RIGHTS**

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

### **13. INDEPENDENT CONTRACTOR**

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

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

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

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

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

### **14. COMPLIANCE WITH LAWS**

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

### **15. INSPECTION OF BOOKS AND RECORDS AND RETENTION**

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

**16. NONDISCRIMINATION**

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

**17. OWNERSHIP OF MATERIALS/WORK PRODUCED**

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

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

**18. DISPUTES**

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

**19. CHOICE OF LAW, JURISDICTION AND VENUE**

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

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

## 20. **CONFIDENTIALITY**

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

## 21. **SEVERABILITY**

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

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

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

## 22. **ENTIRE CONTRACT**

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

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

## 23. **NOTICES**

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

## 24. **SURVIVABILITY**

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

Materials/Work Produced, Disputes, Choice of Law, Jurisdiction and Venue, Confidentiality, and Severability.

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

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

CONTRACTOR:

For the  
BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

Firm: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Signature: \_\_\_\_\_  
(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:

SAMPLE

**ATTACHMENT 5**  
**RFP 034-2023-SW-R002**

Collection, Transportation, Recycling, and/or Disposal of  
Used Oil, Antifreeze and Oil Filters

**RELEVANT EXPERIENCE**

This section to be completed by **Proposer**

<b>Project/Services Title:</b>	<b>Dates of Service:</b>
<b>Location:</b>	<b>Original Contract Amount    \$</b> <b>Final Contract Amount:     \$</b>
<b>Contract Type:</b> <input type="checkbox"/> Firm Fixed Price <input type="checkbox"/> Cost <input type="checkbox"/> Other (Specify)	<b>Number of Change Orders:</b>  <b>Total Dollar Value of Change Orders    \$</b>
<b>Primary</b> _____ <b>SubContractor</b> _____	<b>Complexity of Project/Service</b> <input type="checkbox"/> Difficult <input type="checkbox"/> Routine
<b>Reference/Owner Contact Information:</b>	
<b>POC Individual Name</b>	<b>POC Title</b>
<b>POC Organization Name</b>	<b>POC Address</b>
<b>POC Phone Number</b>	<b>POC Email</b>
<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 Collection, Transportation, Recycling, and/or Disposal of Used Oil, Antifreeze and Oil Filters Services under the RFP.	

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**ATTACHMENT 5**  
Collection, Transportation, Recycling, and/or Disposal of  
Used Oil, Antifreeze and Oil Filters

**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</b> (Attach additional sheets, if necessary.)	<b>Rating</b>
a. Quality of Work		
b. Schedule		
c. Cost/Budget Control		
d. Management/Business Relations		
e. Regulatory		
f. Customer Satisfaction		

<p>Would you select this firm again? Please explain. (Attach additional sheet if necessary.)</p>          
--

Name & Date:	Title:

**ATTACHMENT 5**  
Collection, Transportation, Recycling, and/or Disposal of  
Used Oil, Antifreeze and Oil Filters

**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.