



## Thurston County, Washington

Public Works Department, Solid Waste Division  
9605 Tilley Road S, Suite C  
Olympia, Washington 98512

# REQUEST FOR PROPOSAL (RFP) NO. 034-2023-SW-R003 THURSTON COUNTY SOLID WASTE STATIONARY COMPACTOR REPLACEMENT SERVICES

### Solicitation Documents

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

### Proposal Due Date

Proposals are due no later than: 3:00 p.m. PT on **January 23, 2024**

### Proposal Acceptance Location

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

Thurston County Public Works, Solid Waste Division  
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 Site Tour on **December 11, 2023** at 10:00 a.m. PT for this RFP at the Thurston County Waste and Recovery Center. You must contact Gerald Tousley [gerald.tousley@co.thurston.wa.us](mailto:gerald.tousley@co.thurston.wa.us) for meeting information and to register.

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

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**RFP NO. 034-2023-SW-R003**  
**THURSTON COUNTY SOLID WASTE STATIONARY COMPACTOR  
REPLACEMENT SERVICES**

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## **ACRONYMS AND ABBREVIATIONS**

BAFO	Best and Final Offers
CD	Compact Disc
County	Thurston County, Washington, Public Works Department, Solid Waste Division
DOSH	Washington State Department of Labor & Industries, Division of Occupational Safety & Health
FOB	Free on Board
MSW	Municipal Solid Waste
PPI	Pre-proposal Inquiries
PT	Pacific Time
RCW	Revised Code of Washington
RFP	Request for Proposals
TPY	Tons Per Year
TSO	Transfer Station Operator
USB	Universal Serial Bus
WARC	Thurston County Waste and Recovery Center

**RFP NO. 034-2023-SW-R003**  
**THURSTON COUNTY SOLID WASTE STATIONARY COMPACTOR REPLACEMENT**  
**SERVICES**

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**SECTION 1 – GENERAL INSTRUCTIONS TO PROPOSER**

**1.1 PROJECT DESCRIPTION**

Thurston County, Washington, Public Works Department, Solid Waste Division (“the County”) is soliciting Proposals from qualified companies or individuals for solid waste stationary compactor replacement services.

The purpose of this RFP is to solicit proposals for procurement and installation of a new solid waste stationary compactor to replace the existing compactor located at the Waste and Recovery Center (WARC) located at 2420 Hogum Bay Road NE, Lacey, WA 98516. The scope as outlined within the RFP documentation includes (1) removal of the existing stationary compactor including maintenance and repairs to prepare the compactor for long-term storage and transport of compactor to the designated on-site storage location and (2) procurement and installation of new compactor, start-up, commissioning, staff training, and service agreement.

The County is seeking Proposals from experienced companies or individuals that are technically, financially, and legally qualified to provide the required services.

**1.2 PROCUREMENT SCHEDULE**

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

<u>November 24, 2023</u>	RFP Issuance
<u>December 11, 2023</u>	Mandatory Pre-Proposal Conference and Site Tour 10:00 a.m. Pacific Time (PT).
<u>December 22, 2023</u>	Last Date for Proposer to Perform Site Inspection
<u>January 11, 2024</u>	Questions due, in writing, not later than 3:00 p.m. PT
<u>January 23, 2024</u>	Proposals due not later than 3:00 p.m. PT
<u>January 24, 2024 – February 26, 2024</u>	Proposal Evaluations/Interviews/BAFO
<u>March 12, 2024</u>	Begin Contract Negotiations as Authorized by Board of County Commissioners
<u>May 29, 2024</u>	Notice of Contract Award
<u>June 15, 2024</u>	Notice to Proceed

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. 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.

The Proposer must submit the following in a sealed package: one (1) original, one (1) duplicate copy set, and one (1) electronic copy of the Proposal and Appendices. The original shall be marked ORIGINAL and shall be unbound (no binder or comb binding – binder clips and/or rubber bands may be used). The Proposer shall submit its Proposal, an exact duplicate of the original Proposal, on compact disc(s) (CDs) or Universal Serial Bus (USB) Flash Drive in Adobe Acrobat™ PDF format Version 7.0 or higher. If multiple CDs or Flash Drives are used, the Proposer shall label the content on each disk/drive. Each package shall be clearly marked on the outside with the following label in the lower left-hand corner:

**REQUEST FOR PROPOSAL NO. 034-2023-SW-R003**

**THURSTON COUNTY SOLID WASTE STATIONARY COMPACTOR REPLACEMENT SERVICES**

**January 23, 2024, 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, Solid Waste Division  
9605 Tilley Road S, Suite C  
Olympia, Washington 98512  
ATTN: Dawn Ashton, Procurement and Contract Specialist**

**1.3 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 one hundred eighty (180) 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.

**1.4 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.

**1.5 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. See section 4.26 of this RFP for additional details.

**1.6 MANDATORY PRE-PROPOSAL CONFERENCE AND TOUR OF THE WARC**

The County will hold a mandatory Pre-Proposal Conference and tour of the site as follows:

Date/Time: **December 11, 2023, 10:00 a.m. to 12:00 p.m. PT**

Location: Waste and Recovery Center (WARC)  
2420 Hogum Bay Road NE  
Lacey, WA 98516



Proposers must register for the Pre-Proposal Conference/Tour by notifying Gerald Tousley by December 6, 2023, at 3:00 p.m. PT via email at [gerald.tousley@co.thurston.wa.us](mailto:gerald.tousley@co.thurston.wa.us) and provide the company name and list of attendees.

Additional tours to inspect the site may be arranged following the scheduled Pre-Proposal Conference and Site Tour by coordinating with Gerald Tousley at least 48 hours in advance of the desired site visit date. No site visits will be conducted after December 22, 2023. All reasonable efforts will be made to accommodate all requests and provide equal access to all prospective Proposers. No unscheduled visits to the transfer station facilities will be permitted.

Attendance at the Pre-Proposal Conference and Site Tour is mandatory. Proposals will not be accepted from Proposers who did not attend the Pre-Proposal Conference and Site Tour.

The Proposer may not rely on any verbal responses to questions at the conference/tour or subsequent site visits. All questions shall be submitted in writing. Any changes to the RFP that result from the Pre-Proposal Conference/Site Tour and subsequent site visits shall be incorporated into the RFP by way of written addendum.

#### **1.7 EXAMINATION BY PROPOSER**

Each Proposer is responsible for examining the RFP, including the draft 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 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.

#### **1.8 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. The Proposer shall not rely on verbal responses to inquiries or oral interpretations. A verbal reply to an inquiry or oral interpretation 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 the Thurston County Public Works, to the attention of:

**Dawn Ashton, Procurement and 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)

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 addendum.

All PPIs must clearly identify the name of the inquiring company or person and the RFP number, title, and page number. The deadline for receipt of PPIs from Proposers is 3:00 p.m. (PT) on January 11, 2024.

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

The County requests Proposals from qualified companies or individuals to provide for stationary compactor replacement at the WARC. This work includes:

- Removing the existing SSI 4500 SPH Compactor, maintenance, and preparation for on-site storage.
- Providing a complete and functional new solid waste compactor system including all accessories and ancillary equipment.
- Installation of the compactor system that complies with contract documents and manufacturer recommendations.
- Providing start up and commissioning.
- Providing training for County and County contractor staff (Republic Services).
- Providing all operations and maintenance manuals.
- Providing warranty, service, and maintenance obligations.

### **2.1 BACKGROUND INFORMATION**

#### **County Information**

Thurston County is located at the southern end of Puget Sound, 60 miles south of Seattle and 100 miles north of Portland, Oregon. Covering 727 square miles, the County is the sixth most populous county in Washington state with an estimated 2023 population of over 307,500 residents. Additional information about Thurston County is available at <https://www.thurstoncountywa.gov/>.

#### **Overview of Current Thurston County Solid Waste System**

The WARC, located at 2420 Hogum Bay Road NE, Lacey, WA 98516, operates as the main transfer station for the County and accepts municipal solid waste (MSW) from municipal, commercial, and self-haul (public) customers. The facility is operated under contract with the County by Republic Services. All County waste is directed to a transfer building (transfer station) where waste is placed on a tipping floor for compaction into shipping containers and transported by rail to a regional landfill for disposal.

Table 2-1 summarizes annual quantities of solid waste compacted since 2017 when the current compactor was installed.

Table 2-1. WARC Annual Tonnage		
Year	Total Waste, TPY	Percent Change
2017	196,160	N/A
2018	196,486	0%
2019	234,941	20%
2020	236,805	1%
2021	255,366	8%
2022	260,800	2%
2023 (through July)	145,622	N/A

## 2.2 SCOPE OF WORK

The comprehensive scope of work (Work) to be contracted through this procurement is located in Appendix A.

## SECTION 3 – GENERAL INFORMATION

### 3.1 PAYMENT FOR CONTRACT SERVICES

The County shall pay the Contractor in accordance with the Contract. The payment for Contract Services shall be made as described in the Contract.

### 3.2 CONTRACT DOCUMENTS

The Contract Documents shall consist of the documents enumerated and listed below and all modifications and change orders issued subsequent thereto. These will form a Contract, and all are as fully a part of the Contract as if attached to the Contract or repeated therein. In the event of any inconsistency between the provisions of the Contract and the documents listed below, the provisions as enumerated in this RFP will control and the order of precedence will be as listed below:

1. Authorized and approved Amendments/Change Orders; and
2. The Contract agreed upon between the County and the Proposer; and
3. Addenda issued for Thurston County RFP; and
4. Thurston County RFP No. 034-2023-SW-R003 documents; and
5. Contractor's response to the RFP.

Each Proposer shall thoroughly examine and be familiar with the Contract Documents. Submission of a response shall constitute an acknowledgment upon which the County may rely that the Proposer has thoroughly examined and is familiar with each of the Contract Documents. The failure or neglect of a Proposer to receive or examine any Contract Document or any part thereof shall in no way relieve it from the obligations with respect to its response or to the Contract resulting from this RFP. No claim for additional compensation shall be allowed that is based upon a lack of knowledge of any Contract Document.

### 3.3 SUBCONTRACTING AND LISTING

No activities or services included as part of this Proposal may be subcontracted to another organization, company, or individual without the written approval of the County. Such approval will not be unreasonably withheld. The reporting of the intent to use subcontractors and its listing is to be clearly identified in the submittal in the manner stipulated in the Proposal response where called for. It is

understood that the Contractor is responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

### **3.4 DEBARMENT**

The County may elect to not make any award or permit any award or contract at any tier to any party that is debarred, suspended, or in any way excluded from procurement actions by any federal, state, or local governmental agency. If information becomes available, such evidence may be grounds for non-award or nullification of the Contract.

## **SECTION 4 – DESCRIPTION OF PROPOSAL PROCESS**

### **4.1 SCHEDULE**

A summary of major activities related to the issuance of this RFP is presented in Section 1.2 Procurement Schedule. This schedule is based on the County's intent to award the Contract to the successful Proposer in June 2024. The County reserves the right to modify any or all of the dates presented in the schedule.

### **4.2 COUNTY'S RIGHTS AND OPTIONS**

This RFP constitutes an invitation to Proposers to submit a Proposal to the County. Without limitation, and without penalty, the County reserves and holds, and may exercise at its sole discretion, the following rights, and options to:

1. Waive any technicalities, informalities, or irregularities in any Proposal received.
2. Prepare and issue amendments and/or addenda to this RFP (prior to the selection of a Proposer) that may change or cancel any portion of, or all, Work described in this RFP without the substitution of another RFP.
3. Receive questions concerning this RFP from Proposers and provide such questions, and the County's responses, if any, to all potential Proposers.
4. Request additional information from one or more Proposer(s) to supplement or clarify Proposal(s) submitted.
5. Conduct clarification discussions, at any time, with one or more Proposer.
6. Visit and/or request information regarding any of the Proposer's referenced facilities, as well as others owned, operated, and/or designed by the Proposer.
7. Reject any or all Proposals in whole or in part.
8. Determine whether a Proposer is qualified to provide the services requested in this RFP. The County will be the sole judge in the determination of Proposer(s) as best qualified to provide the services as set forth in this RFP.
9. Not accept a Proposal from or award a contract to a Proposer:
  - a. If a Proposer is in arrears to any of the communities within the County upon any debt or contract or that is a defaulter as surety or otherwise upon any obligation to any of the communities within the County or that has failed to perform faithfully in any previous contract with the County or any communities within the County;
  - b. If a Proposer misstates or conceals any material fact in the Proposal;

- c. If a Proposal does not strictly conform to Applicable Law or the requirements of the RFP;
  - d. For budgetary reasons; and/or
  - e. If a change occurs that makes the purpose of the Proposal unnecessary to the County.
- 10. The County may reject any Proposal that is incomplete, not responsive, obscure, or irregular; any Proposal that omits a response on any items for which responses are required; any Proposal that omits lump sum prices and/or unit prices if unit prices are required; or any Proposal in which unit prices are unbalanced in the opinion of the County.
- 11. Reject any Proposal if there is reason to believe that collusion existed among Proposers and not consider Proposals received from participants in such collusion for the same services when and if re-advertised.
- 12. Postpone or change the date for receipt of Proposals or any other milestone date(s) specified in this RFP.
- 13. Hold public meetings for consideration of the merits of any or all Proposer(s), and Proposal(s).
- 14. Request that Proposer(s) send representatives to Thurston County for interviews and presentations.
- 15. Request best and final Proposals from one or more Proposer.
- 16. Modify any or all provisions of the Draft Contract during negotiation and finalization of a Contract.
- 17. Select one or more Proposer(s) deemed by the County as best qualified to provide the services as set forth in this RFP.
- 18. Enter into negotiations with one or more Proposer(s) to negotiate a contract on terms that the County determines to be fair and reasonable and in the best interest of the County.
- 19. Discontinue negotiations at any time with any Proposer and commence negotiations with any other Proposer or conduct simultaneous negotiations with two or more Proposers.
- 20. Select and enter into a Contract with a Proposer whose Proposal is deemed by the County to be best qualified to perform the Work and services in the best interests of the County; and is most responsive, in the judgment of the County, to the requirements of this RFP.
- 21. Terminate the RFP process at any time prior to an award of a Contract.
- 22. Issue subsequent requests for new Proposals.
- 23. Take any action affecting the RFP process that is in the best interest of the County.
- 24. The Proposer will be given notice if its Proposal has been received late and will be rejected, or if it will be rejected for other reasons. A Proposer with a rejected Proposal who wishes to have it returned will have two (2) County workdays, starting the day after the due date, to either pick up its submittal or to make arrangements for its return including the pre-payment of any shipping or mailing costs. After the two-day holding period, the County, at its sole discretion, will dispose of unclaimed submittals in a manner and method of its choosing.

#### **4.3 COST OF PROPOSAL PREPARATION**

The Proposer assumes all risks and expenses associated with the preparation and submittal of a Proposal in response to this RFP. The County shall not be liable for any expenses (including, but not limited to, travel expenses) incurred by the Proposer when responding to this RFP or when sending representatives to the County for Pre-Proposal Conference/Site Tour attendance, interviews, or presentations.

#### **4.4 UNDERSTANDING RFP DOCUMENTS**

By submitting a Proposal, the Proposer acknowledges that it has read and understands the RFP, and also fully and voluntarily accepts all terms and conditions set forth in the RFP and Draft Contract attached hereto, subject to the comments to the Draft Contract provided by a Proposer in accordance with Section 5.4 – Letter of Intent, Item 5 of this RFP.

#### **4.5 ADDENDA**

All official clarifications or interpretations of the documents will be by written addenda issued by the County. The County reserves the right to issue addenda to this RFP. It is the responsibility of each prospective Proposer to verify and acknowledge that it has received all addenda issued before delivering its Proposal to the County. Submittal of a Proposal shall constitute certification that the Proposer has received and reviewed all addenda. Notification of any apparent discrepancies, omissions, or doubt as to meaning found in this document should be submitted in writing to the person designated to receive administrative questions (see Section 1.8). The Proposer shall be required to acknowledge its receipt of any addenda issued as outlined in Section 5.4 – Letter of Intent, Item 3. Failure on the part of any Proposer to acknowledge its receipt of addenda may constitute grounds for the County to deem the Proposer's response as being "non-responsive."

Addenda, if issued, will be posted along with the RFP documents on the Thurston County Public Works website at the following URL: <https://www.thurstoncountywa.gov/RFP-RFQ-RFS-Opportunities>. It shall be the responsibility of the Proposer to monitor the website referenced above for any posted changes to the RFP documents and to obtain and download copies of any and all relevant documents and addenda that may be issued by the County and that pertain to this RFP.

#### **4.6 CHANGES IN LAW AFFECTING PROPOSALS**

In the event that any Change in Law occurs, or any governmental restrictions are imposed that would necessitate alteration of the Proposal, it shall be the responsibility of the Proposer to immediately notify the County. In such cases, the County reserves the right to issue an addendum or to cancel this RFP.

#### **4.7 VERBAL AGREEMENTS**

No verbal agreement or conversation with any officer, agent, or employee of the County, either before or after execution of the Contract, shall affect or modify any of the terms or obligations contained in the Contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the County or the Contractor. The Proposer shall have no contact with elected officials, appointed officials, or evaluation committee members.

#### **4.8 CORRECTION OF ERRORS**

The Proposer must carefully review the RFP requirements, specifications and instructions, Draft Contract, and pricing information in its Proposal prior to submission. Failure to do so shall be at the Proposer's sole risk.

In the event of error(s), the unit price will prevail, and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

#### **4.9 PERSONAL INVESTIGATION**

Proposers to this RFP shall satisfy themselves through personal investigation, and by such other means as may be deemed necessary, concerning the conditions that may affect delivery of the proposed Contract Services, as well as its costs. No information derived from any part of this RFP or from the County shall relieve the Proposer from any risk or from fulfilling the provisions of the Contract. The County requires the Contractor to assume responsibility for the Contract Services based on the condition of the transfer station and operating sites "as-is." The Proposer is strongly encouraged to make all inspections and review all available and relevant data and information prior to the submission of its Proposal.

#### **4.10 QUALIFICATION OF PROPOSER**

The Proposer must describe the company and staff qualifications as they relate to successfully performing the Stationary Compactor Replacement Services under the requirements of this RFP. The Proposer must complete the qualification forms included in Appendix C of this RFP.

#### **4.11 TERMINATION OF NEGOTIATIONS**

The County may at any time and at its sole discretion exclude a Proposer from further participation in the negotiation process if it determines that progress in the negotiations is failing, or if the terms of its Proposal are less advantageous than those of other Proposals submitted. The County will give written notice of its decision to the Proposer. Said notice shall be sent in writing, signed by an authorized representative of the County, and delivered to the Proposer by certified mail.

#### **4.12 WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER OPENING**

A Proposer may without prejudice, withdraw, modify, or correct a Proposal after it has been deposited with the County, but only prior to the Proposal closing time. Modification or corrections of Proposals may be made by written communications provided such modifications or corrections are received prior to the closing time set for receiving Proposals. No corrections to Proposals will be acceptable unless each correction is signed or initialed by the Proposer. If initialed, the County may require the Proposer to identify any corrections so initialed.

The withdrawal, modification, or correction of a Proposal after the Proposal closing time may constitute a breach by the Proposer and will be considered on a case-by-case basis by the County as outlined in Section 1.4 Modification/Withdrawal of Proposals.

#### **4.13 TAXES**

The Proposer shall pay all sales, consumer, use, and other similar taxes required to be paid by the Proposer in accordance with all Applicable Laws and regulations of the State of Washington during the performance of the Work.

#### **4.14 LEGAL REQUIREMENTS**

Proposers are required to comply with all Applicable Laws. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effects thereof.

#### **4.15 FAMILIARITY WITH LAWS AND ORDINANCES**

The submission of a Proposal for the services requested herein shall be considered as a representation that the Proposer is familiar with all Applicable Laws that affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or that in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are

contrary to or inconsistent with any law, ordinance, or regulation, the Proposer shall report it to the County in writing without delay.

#### **4.16 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS**

By submitting a Proposal, the Proposer certifies that all material, equipment, and all other items necessary to operate the facilities, as contained in its Proposal, meet all Washington State Department of Labor and Industries Division of Occupational Safety & Health (DOSH) requirements. The Proposer further certifies that if it is the successful Proposer, and if any of the materials, equipment, or other items delivered and necessary to operate the facilities are subsequently found to be deficient in any DOSH requirements, all costs necessary to bring the deficient material, equipment, or other items into compliance with the aforementioned requirements shall be borne by the Proposer.

#### **4.17 MINORITY AND WOMEN BUSINESS ENTERPRISE**

The County notifies all Proposers that in regard to any Contract entered into, small contractors, minority contractors, physically handicapped contractors, and women contractors will be afforded equal opportunity to respond and will not be discriminated against on the basis of race, color, sex, or national origin in consideration for an award.

#### **4.18 DRUG-FREE WORKPLACE**

Refer to the Draft Contract included as Appendix B to this RFP and Proposal Form 2 in Appendix C.

#### **4.19 PREVAILING WAGES**

Contractor shall pay the prevailing rate of wages to all workers, laborers, or mechanics employed in the performance of any part of the Work in accordance with RCW 39.12 and the rules and regulations of the Department of Labor and Industries. The schedule of prevailing wage rates for the locality or localities of the Work is determined by the Industrial Statistician of the Department of Labor and Industries. The Prevailing Wage List applicable for this project can be found at:

[Journey Level Rates for Public Works Contracts \(wa.gov\)](http://www.wa.gov)

[Apprentice Wage Rates for Public Works Contracts](http://www.wa.gov)

#### **4.20 HOURS OF LABOR**

- A. Contractor shall comply with all applicable provisions of RCW 49.28, and they are incorporated herein by reference. Pursuant to that statute, no laborer, worker, or mechanic employed by Contractor, any Subcontractor, or any other person performing or contracting to do the whole or any part of the Work, shall be permitted or required to work more than eight hours in any one calendar day. In cases of extraordinary emergency, such as danger to life or property, the hours of work may be extended, but in such cases the rate of pay for time employed in excess of eight hours of each calendar day shall be not less than one and one-half times the rate allowed for this same amount of time during eight hours' service.
- B. Notwithstanding the preceding Section, RCW 49.28 permits a Contractor or Subcontractor in any public works contract subject to those provisions, to enter into an agreement with its employees in which the employees work up to ten hours in a calendar day. No such agreement may provide that the employees work ten-hour days for more than four calendar days a week. Any such agreement is subject to approval by the employees. The overtime provisions of RCW 49.28 shall not apply the hours, up to forty hours per week, worked pursuant to any such agreement.



#### **4.21 NONDISCRIMINATION**

- A. 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, religion, national origin, age, sex, marital status, veteran status, sexual orientation, or the presence of any disability. Implementation of this provision shall be consistent with Initiative 200, Sec. 1 (Effective 12/03/98).
- B. During performance of the Work:
  - 1. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, religion, sexual orientation, or the presence of any physical, sensory, or mental disability, Vietnam era veteran status, or disabled veteran status, nor commit any other unfair practices as defined in RCW 49.60.
  - 2. Contractor shall, in all solicitations or advertisements for employees placed by or for it, state that all qualified applicants will be considered for employment, without regard to race, creed, color, national origin, sex, age, marital status, religion, sexual orientation or the presence of any physical, sensory, or mental disability.
  - 3. Contractor shall send to each labor union, employment agency, or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union, employment agency, or workers' representative of Contractor's obligations according to the Contract Documents and RCW 49.60.
  - 4. Contractor shall permit access to its books, records, and accounts, and to its premises by County, and by the Washington State Human Rights Commission, for the purpose of investigation to ascertain compliance with this Section of the Contract Documents.
  - 5. Contractor shall include the provisions of this Section in every Subcontract.

#### **4.22 PROTECTION OF EXISTING STRUCTURES, EQUIPMENT, VEGETATION, UTILITIES, AND IMPROVEMENTS**

- A. Contractor shall protect from damage all existing structures, equipment, improvements, utilities, and vegetation: at or near the Project site; and on adjacent property of a third party, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage, including that to the property of a third party, resulting from failure to comply with the requirements of the Contract Documents or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, County may have the necessary work performed and charge the cost to Contractor.
- B. Contractor shall only remove trees when specifically authorized to do so and shall protect vegetation specified to remain in place.

#### **4.23 AVAILABILITY AND USE OF UTILITY SERVICES**

- A. County shall make all reasonable utilities available to Contractor from existing outlets and supplies, as specified in the Contract Documents. Unless otherwise provided in the Contract Documents, the utility service consumed shall be charged to or paid for by Contractor at prevailing rates charged to County, or where the utility is produced by County, at reasonable rates determined by County. Contractor shall carefully conserve any utilities furnished.

- B. Contractor shall, at its expense and in a skillful manner satisfactory to County, install and maintain all necessary temporary connections and distribution lines, together with appropriate protective devices, and all meters required to measure the amount of each utility used for the purpose of determining charges. Prior to the date of Final Acceptance, Contractor shall remove all temporary connections, distribution lines, meters, and associated equipment and materials.

#### **4.24 CLEAN UP**

Contractor shall at all times keep the Project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing the Work, Contractor shall leave the Project site in a clean, neat, and orderly condition satisfactory to County. If Contractor fails to clean up as provided herein, and after reasonable notice from County, County may do so and the cost thereof shall be charged to Contractor.

#### **4.25 OTHER CONTRACTS**

County may undertake or award other contracts for additional work at or near the Project site. Contractor shall reasonably cooperate with the other contractors and with County's employees and shall carefully adapt scheduling and perform the Work in accordance with these Contract Documents to reasonably accommodate the other work.

#### **4.26 SUBCONTRACTORS**

The Proposer must identify any subcontractors that will be used to provide the services requested in this RFP. Subcontractor contracts must meet the requirements of the Draft Contract included as Appendix B to this RFP.

#### **4.27 PUBLIC RECORDS**

Any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 42.56 of the RCW. The Proposer must claim any applicable exemptions to disclosure provided by law in its response to this RFP. The Proposer must identify materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The County reserves the right to make all final determination(s) of the applicability of RCW Section 42.56.

The Proposer shall acknowledge that its Proposal will become the property of the County and a public document(s) subject to public disclosure under Washington State law. In the event that a Proposer determines that any portion of its submission incorporates confidential, technically proprietary, or financial information that it believes is exempt from such disclosures or other provisions of state law, the Proposer shall clearly label such information as CONFIDENTIAL INFORMATION. Such clearly marked information shall be considered part of the Proposal and treated as confidential by the County to the extent allowed by law and will be used for the purpose of evaluation of the Proposal or possible negotiation of the Contract. The County will review the Confidential Information and notify the Proposer of its intent to voluntarily disclose or maintain this information. The Proposer will receive written notification from the County at least 30 days prior to voluntary disclosure to allow the Proposer, at its sole cost and expense, to take legal action to enjoin disclosure as it deems necessary in order to protect the confidentiality of the information.

By submitting a Proposal, a Proposer recognizes and agrees that the County will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties. Proposers are cautioned that Proposals marked as "confidential" or "proprietary" (or similar such markings) may be rejected by the County as being non-responsive.

#### **4.28 INSURANCE**

Refer to the Draft Contract, included as Appendix B to this RFP.

#### **4.29 PERFORMANCE BOND**

A Performance Bond is required of the successful Proposer. A sample bond form (Performance Bond) is provided in Appendix C to this RFP.

#### **4.30 INTERVIEWS**

Interviews will be held at the sole option of the County. If interviews are conducted, selected companies should plan to have the identified Contract/Project Manager make the presentation. In addition, other identified key personnel should be on the interview team. Selected companies may be asked to provide supplemental or additional information for review by the evaluation committee prior to the interviews.

Interviews are intended to enhance the County's understanding of a written Proposal and will not be separately scored.

### **SECTION 5 – PROPOSAL INSTRUCTIONS**

#### **5.1 CONTRACT**

Appendix B of this RFP includes a Draft Contract for the services to be provided by the Proposer submitting a Proposal in response to this RFP. The Proposer may include suggested revisions to the Draft Contract with its Proposal. The County may consider reasonable amendments to the Draft Contract during negotiations; however, the County is under no obligation to accept or make such amendments.

After responses are submitted to this RFP, the County shall not entertain or accept any increase in the prices proposed unless the County requests new or additional services that are not contemplated under the Draft Contract. A Proposer's failure to review or understand the requirements in the Draft Contract shall not constitute sufficient grounds for the Proposer to receive an increase in the proposed price. If a price increase is requested under such circumstances, or if a Proposer refuses to sign the Contract, the County may terminate its discussions with that Proposer, and award the Contract to a different Proposer.

#### **5.2 RECEIPT AND OPENING OF PROPOSALS**

The County will receive written and sealed Proposals to furnish all labor, equipment, materials, tools, storage, maintenance, insurance, supervision, and all other items incidental thereto and to perform all work necessary and specified in the prescribed manner and time, to provide replacement of the solid waste stationary compactor located at the WARC in accordance with the Contract. **Sealed Proposals will be received until 3:00 p.m. PT on Tuesday, January 23, 2024, at the office listed below.**

Each Proposal and supporting documentation consisting of one (1) original set, plus one (1) duplicate copy set, and one (1) electronic copy, must be submitted in a sealed envelope or container plainly labeled in the lower left-hand corner: "REQUEST FOR PROPOSAL No. 034-2023-SW-R003 for THURSTON COUNTY STATIONARY COMPACTOR REPLACEMENT SERVICES" along with the RFP opening date and time. The Proposer must also include its company name and address on the outside of the envelope or container. Proposals must be delivered to:

**Thurston County Public Works  
9605 Tilley Road S, Suite C  
Olympia, Washington 98512  
ATTN: Dawn Ashton, Procurement and Contract Specialist**

Electronic copies of Proposal files submitted in response to this RFP are to be submitted in PDF file format that is compatible with Adobe Acrobat Standard™ Version 7.0 or higher. In any event, the file format of any submittal must be compatible with County software programs; otherwise, the submittal may be considered as non-responsive.

Proposers are responsible for making certain that Proposals are properly delivered to the County. Mailing of a Proposal does not ensure that the Proposal will be delivered on time or delivered at all. If a Proposer does not hand deliver the Proposal, it is suggested that the Proposer use a delivery service that provides a receipt.

Proposals will be accepted in person from the United States Postal Service, UPS, FedEx, or private courier service. No Proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or facsimile transmission. Proposals may be withdrawn prior to the above scheduled time set for submittal of Proposals. No Proposer may withdraw a Proposal after the above scheduled time for submittal of the Proposals. Any Proposal received after the date and hour specified may be rejected and returned unopened to the Proposer, at the sole discretion of the County.

The County reserves the right to postpone the date and time for opening Proposals through an addendum.

### **5.3 PREPARATION OF PROPOSALS**

Two (2) printed sets of the Proposal - one (1) original Proposal, and one (1) copy - must be submitted. Additional copies may be requested by the County at its discretion. All blank spaces must be filled in and noted, in ink or typed, with amounts extended and totaled, as appropriate on the Proposal Forms. Additionally, one (1) electronic copy of the Proposal must be submitted in the envelope with the printed Proposals in Adobe Acrobat Standard™ PDF Version 7.0 or higher on either CDs or USB flash drives. Bookmarked and searchable PDF files are preferred but not required.

All required signatures must be manual, in **BLUE** ink. All corrections made by the Proposer to any part of the Proposal must be initialed in **blue** ink.

Only one (1) Proposal from any individual, company, partnership, or corporation, under the same or different names will be considered.

Proposals by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer if accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested to by the corporate secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a managing partner or other partner with demonstrated authority. His/her title must appear under his/her signature and the official address of the partnership must be shown below the signature.

No Proposer shall take exception to the specifications herein, except with respect to comments to the Draft Contract provided by Proposer in accordance with Section 5.4 of this RFP. Any Proposer taking exception to the specifications may be rejected as non-responsive, and its Proposal shall not be considered for award.

The County prefers that the Proposals be as brief as practicable but responsive to all of the requirements of this RFP. Extraneous marketing information and company propaganda should not be submitted unless it contains information specifically requested herein.

#### **5.4 PROPOSAL FORMAT**

The Proposal shall be typewritten with a font size of at least eleven (11) and line spacing of 1.5, double-sided, on 8½-inch x 11-inch white paper. Proposals shall be organized in sections according to Table 5-1. Sections shall be separated by a tab indicating the section reference.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on the form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form, with the addition of the letter “a,” “b,” “c,” etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form, with the addition of the letter “a,” “b,” “c,” etc.

Responses must be complete and unequivocal. In instances where a response is not required or is not applicable or material to the Proposal, a response such as “no response required” or “not applicable” is acceptable.

Table 5-1. Proposal Format		
Section	Title	Form
A	Letter of Intent	1
B	Technical Approach	2
C	Qualifications and Experience	3
D	Proposal Pricing	4

Proposals shall include, at a minimum, the following:

##### **Section A - Letter of Intent**

The Letter of Intent is to be signed by an officer of the company authorized to bind the Proposer to its provisions. This section shall not exceed three (3) pages. The Letter of Intent should at a minimum include the following information:

1. The Proposer’s understanding of the Work, to include a brief overview of the Proposer’s method of approach.
2. Statement that the Proposal is a firm offer valid for one hundred eighty (180) days from the Proposal due date.
3. Statement that the Proposer acknowledges all addenda.
4. Statement that the Proposer acknowledges and agrees to be willing and ready to commence services on the date listed in the Procurement Schedule in Section 1.2.
5. Statement that the Proposer accepts, or has revisions or additions to, the Contract Terms and Conditions as presented in Appendix B with an explanation as to why such exception, revision, or addition waives any later objections by the Proposer to the Contract Terms and Conditions.

##### **Section B – Technical Approach**

This section shall not exceed thirty-five (35) pages, excluding the following that shall be included in a Proposal appendix: facility and equipment drawings, equipment photos, manufacturer equipment drawings, and literature. The Technical Approach should at a minimum include the following information:

1. **Technical Approach:** Demonstrate the Proposer's understanding of the Technical Approach and compliance with the Scope of Work included in Appendix A. Provide information on new Stationary Compactor proposed including specifications, cut sheets, drawings, photos, and other pertinent information. Provide information on the Proposer's capability to remove the current Stationary Compactor and prepare for on-site storage. Provide catalog information describing the compactor, appurtenances, and controls, including dimensions and general arrangement drawings.
2. **Specifications:** The Proposer is to provide method to deliver final drawings and structural and seismic calculations for the chute, compactor supports, hydraulic power unit and access platforms (if any). The Proposer shall note that these shall be stamped by a Professional Structural Engineer licensed to practice in Washington. The Proposer is to provide information on all required shop drawings, installation manuals, structural loads, anchoring requirements, embeds, off-loading requirements and installation.
3. **Key Personnel and Staffing Plan:** The Proposer shall describe the following:
  - a. Key members of the Proposer's team including job descriptions, resumes, references, and proposed role and responsibilities for each team member.
  - b. Subcontractors that are proposed to perform any portion of the Work and its respective roles.
4. **Schedule:** The Proposer shall provide a proposed project schedule with significant project schedule dates included.
5. **Commissioning:** The Proposer shall provide a detailed plan for start-up and commissioning of compactor including; schedule, responsibilities, County requirements (i.e., waste quantities, operators, etc.), no load testing, performance testing, commissioning reporting, etc.
6. **Training:** The Proposer shall provide pertinent information on County employee and Republic Services contracted staff training for Stationary Compactor start-up, operations, and maintenance including a list of training manuals proposed for use and technical staffing.
7. **Warranty:** The Proposer shall acknowledge acceptance of Scope of Work for the Stationary Compactor Warranty. If additional warranty is available, the Proposer will provide information and costs.

### Section C – Qualifications and Experience

This section shall not exceed four (4) pages and should at a minimum include the following information:

1. **Service Experience:**
  - a. Identify the number of years the Proposer has been in business and any previous or additional names under which the Proposer has conducted or is conducting business.
  - b. Identify the number of years of the Proposer's experience providing solid waste compactors, including a description of those services and the names of the businesses under which the services were provided.
2. **References for Similar Services:** Provide three to five customer references for which the Proposer has provided similar stationary compactor replacement within the last ten (10) years. Briefly describe each service contract and nature of the service and equipment provided. For each reference service contract, provide a current customer contact name, email address, and phone number.

## **Section D – Proposal Pricing**

The Proposer must complete Form 5 – Pricing Form, which is in Appendix C.

1. Proposals will be scored based on lowest cost allocation for services provided that are realistic and reasonable. Preference will be shown for Proposals that include other appropriate cost-effective means and methods.

## SECTION 6 – EVALUATION OF PROPOSALS

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

### 6.1 EVALUATION PROCESS

The County will complete an initial Proposal review to determine completeness and responsiveness. A County panel will then evaluate all Proposals received in response to this solicitation that have been found to be responsive during the initial screening process. During Proposal evaluation and scoring, the County will rely on the submitted Proposals and shall not accept additional materials from any Proposer after the solicitation deadline, except at the request of the County as outlined in this solicitation. In addition, the County retains the right to consider other relevant information not provided in the Proposal, such as references that are not included but are known to the County or past experience by the County with the Proposer. In the event the County determines that a Proposal is not complete or not responsive, the County may at its sole discretion eliminate the Proposal from further consideration.

### 6.2 EVALUATION CRITERIA

The Proposer must follow the Proposal instructions and submit all the required Proposal content and information. The County shall evaluate and score the Proposer using the criteria described in Table 6-1. Table 6-1 shows the maximum points and relevant Proposer content that will be considered for each scoring criteria.

Table 6-1. Evaluation Criteria		
Evaluation Criteria	Evaluation Factors	Criteria Points
<b>Criteria 1: Letter of Intent</b>	<ul style="list-style-type: none"><li>• Letter of Intent/Proposer's understanding of the Work</li><li>• Exceptions to Contract</li></ul>	5
<b>Criteria 2: Technical Approach</b>	<ul style="list-style-type: none"><li>• Technical approach to the Work</li><li>• Specifications</li><li>• Key Personnel/Staffing Plan</li><li>• Schedule for development and installation</li><li>• Commissioning approach</li><li>• Training and technical assistance approach</li><li>• Equipment Warranty</li></ul>	45
<b>Criteria 3: Qualifications and Experience</b>	<ul style="list-style-type: none"><li>• Service experience</li><li>• Performance history for similar services</li><li>• Positive results from reference verifications</li></ul>	10
<b>Criteria 4: Proposal Pricing</b>	<ul style="list-style-type: none"><li>• Pricing is realistic and reasonable</li><li>• Cost compared to proposed approach</li></ul>	40
<b>Total Possible Points</b>		100

### 6.3 PROPOSAL EVALUATION

The County shall evaluate each Proposal based on the established criteria in Section 6.2. If deemed necessary, prior to scoring and ranking the Proposals, the County may request written and/or oral



clarifications of the Proposals, conduct site visits to the proposed Manufacturing, and conduct other investigations to confirm the information provided in the Proposals.

Interviews are tentatively scheduled for January 29, 2024 through February 5, 2024 and may be conducted in person or electronically. All elements of the submitted Proposal may be topics for discussion during the interviews. Interviews are intended to enhance the County's understanding of written Proposals and will not be separately scored.

Following the interviews, the County will complete the evaluation, scoring, and ranking of Proposals, or may issue a request for Best and Final Offers (BAFO) to all remaining Proposers with Proposals found to be complete and responsive. The BAFO request, if issued, shall include notice that discussions are concluded, an invitation to submit a revised Proposal with a Best and Final Offer, and a new submittal date and time.

Upon receipt of BAFO, if requested, the County will complete the evaluation, scoring, and ranking of Proposals.

The County may then proceed with negotiations with one or more Proposer. Negotiation of a Contract shall be in conformance with applicable federal, state, and local laws, regulations, and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract. In the event negotiations with the Proposer(s) are not successful, the County may reject all Proposals or may initiate negotiations with the next Preferred Proposer(s).

The County reserves the right to select the highest-ranked Proposer with whom to negotiate a Contract without written and/or oral discussions with the Proposer, and without an opportunity for the Proposer to submit BAFO when deemed to be in the County's best interests. Contract award, if any, will be made by the County to the responsive, responsible Proposer whose Proposal best meets the requirements of this RFP, and is determined by the County to be most advantageous to the County, taking into consideration price and the other established evaluation criteria and factors. The County is not required to award a Contract to the Proposer offering the lowest price. The County shall have no obligations until a Contract is signed between the Proposer and the County.

#### **6.4 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 Contract award.

Once the County has finalized and issued the Contract for signature, the successful Proposer must sign the Contract and provide any outstanding documents. The County will sign the Contract only upon receipt of all required documents.

## **APPENDIX A – SCOPE OF WORK**

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## Appendix A Scope of Work

### PART 1 – Removal of SSI 4500 SPH Compactor, maintenance, and preparation for on-site storage

1. PROPOSER shall provide:
  - a. Removal of existing SSI 4500 SPH Stationary Compactor from the Waste and Recovery Center (WARC).
  - b. Removal of all ancillary equipment related to the current SSI 4500 SPH Stationary Compactor.
  - c. Provide the County with an itemized list of parts and repairs necessary for continued operation in the future, with associated costs, to prepare the SSI 4500 Stationary Compactor for on-site storage for a period of up to three (3) years. The County intends to install this Compactor in the expanded WARC Transfer Station when construction is completed.
  - d. Maintenance and repairs as approved by the County prior to on-site storage.
  - e. All equipment and staff to remove the SSI 4500 SPH Stationary Compactor and transport to the designated on-site storage area as shown in Figure 1 below.
  - f. Schedule and coordination with the County for removal and storage of the SSI 4500 SPH Compactor. Disruptions to transfer station normal operations and maintenance activities shall be coordinated with the County. Normal transfer station operations shall not be disrupted or impeded without prior authorization.
  - g. A minimum of two (2) work-weeks notification is required for each disruption to normal transfer station operations and maintenance.
  - h. Removal, maintenance and repair, and on-site storage to be performed by certified staff from SSI Shredding Systems, Inc.



Figure 1. Compactor On-Site Storage Area

**PART 2 – Provide complete and functional new solid waste compactor system including all accessories and ancillary equipment**

1. PROPOSER shall provide:
  - a. One (1) Stationary Compactor that meets the specifications as outlined below.
  - b. Skid-mounted hydraulic power unit (HPU) with variable frequency drive with skid-mounted heat exchangers or remote mounted heat exchangers as required per design. PROPOSER shall complete field welding if necessary to anchor the skid to the floor after skid is installed and aligned.
  - c. Remote weight indicator and platen position indicator boards.
  - d. Pedestal supports with base plates. PROPOSER shall complete the field welding of compactor load cell pedestal supports after the Compactor is installed and aligned properly.
  - e. In-feed chute hopper, interface, and supports including steel and other materials for compactor chutes.
  - f. All welding on compactor and ancillary equipment shall be performed by PROPOSER.
  - g. Trailer latch.
  - h. Wheel guides and stops.
  - i. Control and motor starter panels.
  - j. Low voltage and signal (less than 200 volts [V]) interconnecting wiring and other electrical appurtenances and termination of low voltage and signal wiring.
  - k. Hydraulic fluid to flush and charge the hydraulic systems.
  - l. Hydraulic piping and hoses between the Compactor and the HPU.
  - m. Conduit or wire tie bar that is directly mounted to the compactor chamber and HPU and all low voltage (less than 200 V) cabling for controls and signal between the various components that ship as a unit. The Proposer will provide interconnect conduit and wiring and high-voltage conduit and conductors between PROPOSER manufactured components.
  - n. Compactors and ancillary equipment shipped FOB jobsite (destination).
  - o. PROPOSER shall provide a software upgrade (Auto-Shutoff) that will include adding a timer that would shut off the HPU after it has been inactive for a pre-set time period, adding an input in the appropriate human-machine interface (HMI) screen to set what the pre-set time period is (to allow the County to adjust the pre-set time period as needed based on operation's requirements) and adding programming to the Reader Board that will allow it to show that the HPU is currently in an "Off" state.
  - p. Remote controller for compactor shall be programmed as follows:

After going through the start-up sequence, the control panel is switched to remote mode. When a load is ready to be compacted, the TSO will press the "System Auto Start" button on the remote. Ten minutes after the compactor finishes compacting what is in the hopper, it will automatically shut off. The display reader board would show the total weight and also say "OFF." (The button could also be

used to turn off the compactor as soon as compaction is done.) When compaction is needed again, the TSO would again press System Auto Start and it will start the sequence again and shut off after ten minutes of inactivity after compaction has been completed.

- q. Wall-mounted lock box sized for remote control device storage during maintenance, furnished and installed by Proposer.
- r. Furnish and install a second fully redundant laser on each compactor.
- s. Specified tools and spare parts.
- t. Startup, testing, and commissioning of the compactor equipment.
- u. Training of County and Contractor staff:
  - i. Coordinate and schedule two (2) separate Owner trainings for transfer station operators and County staff. Trainings and training materials shall be structured for daily, weekly, and monthly regular operations.

## 2. Submittals:

- a. Approval submittals:
  - i. Product data including hydraulic oil and lubricants.
  - ii. Catalog descriptions, materials of construction.
  - iii. Assembly drawings showing arrangement of major components, dimensions, locations, and dimensions of necessary access platforms and stairs.
  - iv. Foundation loading diagrams showing support locations, sizes, elevations, foundation dead loads, live loads, shear loads, moments, and thermal expansion.
  - v. Preliminary drawings of chute, compactor supports, HPU, and access platforms.
  - vi. Electrical information including motor data (sizes, connected kW and kVA, full-load amps, and revolutions per minute [rpm]); wiring and interconnection diagrams for power and control wiring; instrumentation diagram schematically showing instruments, controls, and alarms.
  - vii. Coordination drawings showing locations General arrangement drawings in electronic format suitable for use by County to produce an electronic 3D model.
  - viii. Within 60 days of contract award submit one electronic and two paper copies of final drawings and structural and seismic calculations for chute, compactor supports, HPU, and access platforms (if any). These shall be stamped by a Professional Structural Engineer licensed in Washington.
  - ix. Detailed written instructions covering fabrication and factory acceptance testing, delivery, offloading, installation, startup, testing, commissioning, and demonstration testing.
- b. Training agendas, training materials specific to the training, training schedules, and trainers' qualifications.

- c. Complete tag list, tag descriptions, and units of measure.
- d. Startup and Commissioning Plan
  - i. Submit a startup and commissioning plan for review and approval by Owner and Engineer.
  - ii. Plan to include detailed responsibilities for all key stakeholders (e.g., Supplier, Owner / Operator, etc.).
  - iii. Commissioning shall demonstrate the operation, rated capacity/throughput, and capabilities of the equipment to meet or exceed this specification.
- e. Operation and Maintenance (O&M) Manual Submittals:
  - i. Provide six printed, 3-ring bound sets and one electronic copy of standard O&M information and instructions that include the following information:
    - (a) Emergency instructions describing and explaining warnings, trouble indications, error messages, and similar codes and signals. Include County's responsibilities for notification to installer, supplier, other companies, including companies who supply components to CONTRACTOR (hereafter referred to as, Manufacturers) to maintain warranties.
    - (b) Emergency procedures, including instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, required sequences for electric or electronic systems, and special operating instructions and procedures.
    - (c) Operation information, including but not limited to, system, subsystem, and equipment descriptions, performance and design criteria, operating standards, procedures and logs, wiring diagrams, control diagrams, and piped systems diagrams.
    - (d) Operating procedures, including but not limited to, startup procedures, equipment or system break-in procedures, routine and normal operating instructions, regulation and control procedures, instructions on stopping, normal shutdown instructions, required sequences for electric or electronic systems, and special operating instructions and procedures. Include County's responsibilities for maintenance required to maintain equipment warranty.
    - (e) Maintenance information for each system and subsystem including source information, Manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service agreements/contracts, and warranty information.
    - (f) Maintenance procedures, including but not limited to recommendations, inspection procedures, types of cleaning agents to be used and methods of cleaning, list of cleaning agents and methods of cleaning detrimental to product, schedule for routine cleaning and maintenance, and repair instructions.
    - (g) Prepare Drawings supplementing Manufacturers' printed data to illustrate the relationship of component parts of equipment and

systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

- (h) Detailed and complete set of electrical and hydraulic schematics.
- (i) Provide detailed description of parts, part specifications, and software documentation for components, including the scale system and programmable controller.
- (j) Documentation of delivery and County-receipt of specified spare parts, materials, and tools.

f. Warranty Information

3. County responsibilities include:

- a. Providing refuse trailers with tractors and drivers to enable the PROPOSER to correctly set and align the Compactor and ancillary components (wheel guides and stops and trailer latch) and to conduct startup, testing, commissioning, and demonstration testing.
- b. Supplying refuse and operation of a front-end loader to transfer waste from the tipping floor to the charging hopper of the Compactor during startup and testing of the compaction equipment.
- c. Verification of all loaded trailer weights at the WARC scalehouse located on site or via certified scales furnished by PROPOSER. Compactor load weights to be adjusted until loads at compactor match loads weighed at the WARC or certified scales furnished by PROPOSER. Compactor load weight discrepancies between certified scales furnished by PROPOSER and the compactor load weight as verified at the WARC scales shall be resolved prior to completion of all commissioning activities.

## COMPACTOR PRODUCTS

1. The Compactor shall have the following general specifications:

Specifications	
Cylinder Diameters	16" & 2" x 11"
Bale Size	7' x 7' x 34'
Bale Weight	30 - 35 tons
Compaction Force	260 tons
Cycles Per Bale	18 min.
Horsepower	200
Tons Per Hour	120 tons with input density of 350 lbs./CY
Control Panel	Auto or Manual
Overall Dimensions	10' 6" H x 9' W x 85' 4" L
Shipping Weight	230,000 lbs.
<b>HPU</b>	
Operating Pressure	2,700 PSI
Reservoir	750 gallons
Hose Connections	SAE "O" Ring



Cooling	Fan or Heat Exchanger
Overall Dimensions	7' H x 7' 2" W x 14' L
<b>Scales</b>	
Type	Electronic
Load Cells	2 Front & 2 Rear
Accuracy	+/- 1%

- a. Compactor shall be designed to directly load a 48-foot or 53-foot refuse trailer with a total vehicle weight of 102,000 pounds distributed over eight axles (including two drop axles) with a vehicle length of 75 feet. PROPOSER shall field verify proper fit between compactor and refuse trailer.
- b. Compactor shall eject bale into the receiving trailer/container without exerting pressure on the walls or ceiling of the container, or causing structural damage, deformation, or puncturing of the trailer or the intermodal container. After bale is ejected, the compactor chamber shall not retain waste in a quantity that would prevent maintenance or inspection of the chamber or gate.
- c. Compactor shall be top loaded by a wheeled front-end loader.
- d. Compactor shall be designed and constructed to operate continuously 12 hours per day, 361 days a year.
- e. Compactor and HPU equipment shall fit into the compactor bays at the WARC.
- f. Each Compactor and its hydraulic/electrical equipment shall be suitable for operation in an unheated, uninsulated area.
- g. Performance:
  - i. Compactor shall have the capability to consistently compact a bale and position it in a manner that obtains a minimum of 30-ton payload in a 48-foot refuse trailer or a standard 48-foot intermodal container resting on a 53-foot trailer chassis with MSW density of 350 pounds per cubic yard (lbs./CY).
  - ii. Compactor shall produce a single bale weight of 30 to 35 tons and generate a bale density of approximately 1,000 lbs./CY. The Proposer shall demonstrate the capability to produce required bale weight prior to installation with MSW density of 350 lbs./CY.
  - iii. Compacted bale shall be approximately 34 feet long, 7 feet wide, and 7 feet high. Expanded bale shall be compatible with refuse trailer and container. Proposer shall verify bale dimensions.
  - iv. Compactor shall have a bale cycle of 15 minutes or faster with MSW density of 350 lbs./CY. PROPOSER shall verify the bale cycle speed prior to installation.
  - v. Compactor shall have the capability to process a minimum of 120 tons per hour, four bales per hour, each weighing a minimum of 30 tons compacting MSW with a density of 350 lbs./CY at a 30-second hopper charge time. PROPOSER shall demonstrate the throughput capacity as part of field demonstration testing.

2. Hydraulic Power Unit:

- a. HPU shall be PROPOSER's skid-mounted with variable frequency drives and skid-mounted heat exchangers or remote mounted heat exchangers.
- b. The main electric motors shall be severe duty, premium efficiency 100 horsepower or more with an efficiency of at least 95 percent, 1,800-rpm, totally enclosed fan-cooled (TEFC) models complying with IEEE 841, 480-V, 60 Hertz (Hz), three-phase, Underwriter Laboratories (UL)-listed, C-face pump mount. Quantity: two (2). Motors shall have cast iron frames, bases, and endplates, corrosion proofing, epoxy coating, neoprene gaskets, grease and relief fittings, and corrosion-resistant hardware. The motors shall be Inverter Duty Rated.
- c. The main hydraulic motors shall be a Denison Double Vane, or equivalent, 192 gallons per minute (gpm) per motor at a rotation speed of 2,000 rpm for a 100-HP motor, and 223 gpm per motor at a rotation speed of 2,000 rpm for a 150-HP motor. The working pressure shall be 2,700 pounds per square inch (PSI) at 140 gpm for two 100-HP motors, or 207 gpm for two 150-HP motors. Quantity: two.
- d. The HPU shall be equipped with hydraulic fluid pressure gauges. Warning indicators on the control panel for conditions of high fluid temperature, high fluid pressure, and low fluid level.
- e. The pilot pump shall be a Parker Piston Pump or equivalent, 5 gpm.
- f. The cooling pumps shall be Parker Single Vane or equivalent, 75 gpm.
- g. The pilot pump cooling motor shall be severe duty, premium efficiency, 10-HP, 1,800-rpm, TEFC models complying with IEEE 841, 480-V, 60-Hz, three-phase, UL-listed, C-face pump mount. Motor shall have cast iron frames, bases, and endplates, corrosion proofing, epoxy coating, neoprene gaskets, grease and relief fittings, and corrosion-resistant hardware.
- h. The HPU shall have a reservoir of 750 gallons or larger; an operating pressure of 2,700 PSI or greater; and designed for easy access to maintenance items. The oil reservoir shall be welded steel construction with access manholes for cleanout, oil level gauge, thermometer, air breathers, pressure filter, pressure gauge with shutoff valve, kidney filtration system, and tank magnets for testing. Supply oil to initially fill reservoir after installation.
- i. Oil filtration provisions shall protect pumps using pressure and kidney loop filters that are accessible for easy cleaning, with bypass and vacuum indicator showing need to clean. Filters shall use disposable cartridge filters adequately sized to prevent frequent replacement; 10 microns on pressure filter and on heat exchanger circulation/kidney loop circuit.
- j. The valves shall provide individual pressure relief valve for each hydraulic pump. Directional valves shall be solenoid-controlled, pilot-operated from a separate pilot system. Pilot-operated pressure control valves.
- k. Hydraulic piping shall be heavy wall steel pipe appropriately pickled/treated to remove oxidation and impurities. Welded flanges with O-ring gaskets and long radius pipe bends in lieu of fittings wherever possible. Lines 1 inch and smaller shall be seamless steel tubing with flared fittings. Provide all piping necessary to interconnect compactor and HPU in the field.
- l. The heat exchangers shall be sized to cool hydraulic fluid and limit its temperature

to one-hundred thirty (130) degrees Fahrenheit at an ambient air temperature of one-hundred (100) degrees Fahrenheit.

- i. Heat exchangers shall be complete with mounting frame, circulating pump(s), fan, and associated electric motors, drives, starters, and controls.
  - ii. The heat exchanger motor shall be severe duty, premium efficiency, 5-HP, 1,200-rpm TEFC models complying with IEEE 841, 480-V, 60-Hz, three-phase, UL-listed. Motors shall have cast iron frames, bases, and endplates, corrosion proof, epoxy coating, neoprene gaskets, grease and relief fittings, and corrosion-resistant hardware. The motor shall be Inverter Duty Rated.
- m. The HPU shall be equipped with protective shutdowns that are displayed on the operator control panel. Auto shutdown shall include, but not limited to the following:
  - i. Low oil level.
  - ii. High oil temperature.
  - iii. Cold oil temperature.
  - iv. Closed suction valves.
- n. The HPU shall be equipped with electric immersion heaters for the hydraulic fluid, with controls.
- o. Supports for hydraulic piping and hoses and electrical conduit connecting HPU to compactor.

3. Operator Control Panel:

- a. The Compactor shall produce a compacted bale of an operator-selected weight and length, through a programmable series of compaction and clear strokes that occur as waste is loaded into the compactor by a wheeled loader.
- b. The Proposer will locate the control panels in the field at the direction of the County.
- c. The operator control panel shall be designed to allow an operator to control the compaction system from starting the system up, setting the parameters of bail construction, monitoring the various systems, manually ejecting bales into containers, and shutting the system down.
- d. Upon reaching the preset weight, the compactor shall alarm and cease compacting. The operator will manually initiate ejection of the bale into the container. When transfer is completed, operator will reset compactor for semi-automatic operation. The operator shall have the ability to override preset weight limit to produce a heavier bale. Incorporate a protection system to detect overload condition of the platen and initiate shutdown and alarm sequence.
- e. Control system shall include ability to automate bale-building program from front end loader via remote with consistent density feature that is programmable to run different weight and length for the first and second bale; ability to change weight, length, and compaction sequence goals to individually set first and second bale parameters independently; ability to know and display location of cylinder and platen at all times; provisions for troubleshooting; and capacity for future

expansion. Controller shall include hydraulic ram cycle counter and keyed power shutoff or lockout to prevent operation when being maintained.

- f. The operator control panel shall be a UL-listed, NEMA 4X stainless steel panel with a 12-inch HMI. All control switches and signal lights shall be oil tight. The operator interface panel shall display operation mode, platen position, bale weight and length, numerical diagnostic/trouble-shooting functions. Panel shall have manual gate control and emergency stop button.
  - g. The motor panel shall be UL-listed, NEMA 12 motor panel containing variable speed of frequency drives (VFDs) for all motors over 80 HP. The control system should "idle" any motors over 80 HP at 0 percent after 1 minute of system inactivity until next call for pressure; 480-V power, overload protection, circuit breaker, control circuit transformer, and cycle control system wired to terminal strips all controlled by the PLC.
  - h. The control system shall include network connectivity using internet connection to provide the ability to communicate remotely for purposes of troubleshooting, and connection to a Supervisory Control and Data Acquisition (SCADA) system via the CompactLogix PLC and secure modem. Connection to SCADA system will be by others, and if specific IP addresses are required, the County will provide these at least two (2) months prior to shipment of unit.
  - i. Compactor shall have the ability to produce and output reports including number of containers loaded, bale length and weight, total tons loaded, start and finish times for each bale, error messages including time, and other data as recommended by PROPOSER.
  - j. Platen location sensor shall be a laser, with proximity switch backup for key functions. A second, fully redundant laser sensor shall be provided.
  - k. Radio Remote Control Functionality – PROPOSER shall install the radio remote control functionality and programming as part of the Work for the compactor. The remote-control functionality Work includes:
    - i. Functionality that mirrors the buttons on the compactor operator control panel for HPU System Auto Start/Run and System Auto Stop
    - ii. Strobe light to the HPU Motor Start Panel that would be on whenever the control power is on and when the "Local/Remote" switch is in the "Remote" position to show that could start and stop via remote control at any time.
    - iii. Updates to the manual to note the radio remote functionality on the compactor and that County must review the remote functionality and establish site specific safety procedures with its employees in order to ensure a safe implementation of the remote functionality.
    - iv. Provide four industrial-quality remote control units suitable for mounting and use from the wheeled loader on the tipping floor. Controls shall have minimum range of 200 feet. Units shall have labeled pushbuttons to clear hopper; compact; stop stroke; return home; and as recommended by PROPOSER.
4. Scale System:
- a. The compactor shall weigh the bale as it is being formed using an electronic load cell located on each of the compactor's four legs. Front and rear load cells shall

be heavy duty, designed for horizontal and vertical impacts and dusty operating conditions, accurate to 1 percent.

- b. The wall-mounted remote weight reader boards shall be located where the existing reader boards are located or as located on the contract drawings. The Proposer will do the installation and perform the final connection. Package and store existing reader boards for future use.
  - c. The compactor shall have four electronic, self-diagnostic, self-calibrating load cells located on top of each pedestal and must be able to sense the weight of the compactor and its load to within +/- 1 percent of accuracy.
  - d. Weighing system shall have "zero out" capability actuated from control panel.
5. Pedestal and Anchors:
- a. The pedestal installation shall be accurately located and aligned, hold the compactor securely in place, and elevate compactor to the proper height to eject bales directly into the refuse trailer. PROPOSER shall verify that the placement and height of pedestals and installation to ensure a proper fit to directly load County's 48-foot or 53-foot refuse trailer. PROPOSER shall furnish and install the pedestal base plates.
  - b. Anchor bolts shall be furnished and installed by the Proposer for pedestal base plates and shall be stainless steel.
6. Trailer Latch:
- a. The trailer latch assembly shall be able to properly secure to a 48-foot or 53-foot trailer. PROPOSER shall verify proper placement and fit prior to installation.
  - b. Trailer latch design shall be suitable for installation conditions and selected to avoid conflict with floor drainage system where necessary.
  - c. Trailer latch shall be hydraulically operated hitch, slab, or pedestal base plate mounted; and shall positively connect compactor to transfer vehicle while bale is being ejected, without excessive side-loading of load cells.
  - d. The hook must stay in the down position until an operator raises the hook to hold the trailer. If the trailer latch hook is not placed in the raised position by the operator, the discharge gate cannot be raised.
  - e. Anchor bolts shall be furnished and installed by the Proposer for trailer latch and shall be stainless steel.
7. Paint and Coatings:
- a. PROPOSER's standard primer and finish coat of paint must be suitable for long-term performance in an unheated, uninsulated metal and concrete building.
8. Nameplates:
- a. Nameplates shall be provided on all motors, pumps, and other equipment providing the following information:
    - i. Manufacturer.
    - ii. Model number.

- iii. Serial number.
- iv. Other pertinent data.

9. Special Tools:

- a. Provide the County with one (1) set of any special tools required for installation, start- up, or maintenance for the compactor.

10. Spare Parts:

- a. Pressure Filters – 1 set
- b. Kidney Filters – 1 set
- c. Air Filters – 1 set
- d. Spare Fuse and Bulb Kit – 1 set
- e. Oil Sample Kits – 1 kit
- f. Platen Bearings - 6
- g. Carriage Bearings - 10
- h. Gate Wear Strips (lowers only – 1 lower set) Qty 4 outer wear strips, Qty 2 inner wear strips
- i. Scraper – 1

## EXECUTION

1. Fabrication:

- a. Fabricate equipment in accordance with PROPOSER's written fabrication procedures and quality control and quality assurance procedures.
- b. Factory Acceptance Test (FAT) equipment before shipping following PROPOSER's written FAT procedures.
- c. Provide County with two (2) weeks advance notice of FAT testing to afford Owner the opportunity to witness FAT testing.

2. Shipping and Off Loading:

- a. PROPOSER shall schedule and coordinate shipping compactor, HPU, and accessories with owner's representative or Owner's third-party construction management consultant. All deliveries are FOB jobsite.
- b. Except during scheduled stations shutdown do not block the main customer entrance to the project site or impede customer traffic to and from the site during operating hours.
- c. All disruptions to transfer station normal operation and maintenance activities shall be coordinated with the County. Normal transfer station operations shall not be disrupted or impeded without prior authorization.
- d. A minimum of two (2) work-weeks notification is required for each disruption to normal transfer station operations and maintenance activities unless otherwise

noted.

3. Installation:

- a. PROPOSER shall prior to erecting equipment review final compactor Shop Drawings, check the dimensions of foundations, anchor bolt spacing, and other interfacing connection points to ensure the satisfactory erection of equipment.
- b. PROPOSER shall provide installation in accordance with applicable codes, regulations and permits, follow PROPOSER's detailed written installation instructions and the requirements of the contract documents, and shall coordinate all installation, testing, startup, commissioning, and training with the County.
- c. PROPOSER installation crew and equipment shall mobilize on site a minimum of one (1) working day prior to delivery of its compactor, HPU or accessories. Installation period for on-site PROPOSER field staff shall be a total of a continuous 21 calendar days (travel days will be a part of the 21 day total) and shall be coordinated with the County.

4. Commissioning and Demonstration Testing:

- a. PROPOSER shall coordinate and provide commissioning and training associated with the Work in accordance with the approved Commissioning Plan. PROPOSER shall commission, test and adjust the equipment under the supervision of the PROPOSER's field representative, and in coordination with the County.
- b. County will provide loading and transfer vehicle equipment and operator labor to carry out the demonstration testing.
- c. Compactor will demonstrate the following performance:
  - i. Compact and load into transfer vehicles an average of at least one hundred twenty (120) tons of garbage per hour over a continuous eight (8)-hour period.
  - ii. Repeat demonstration testing, if necessary, until equipment performance is successfully demonstrated.
  - iii. Owner training will only commence following successful demonstration of equipment performance and completion of all commissioning activities.
  - iv. County will determine compliance with demonstration testing requirements by visual inspection and recording of bale weights.

5. Acceptance:

- a. Acceptance requires, but is not limited to the following:
  - i. Complete installation of the Compactor at the above identified location.
  - ii. Connection of the compactor to the building structural, electrical, and other systems sufficient to operate the compactor on a continuous basis.
  - iii. Completion of the required commissioning and testing.
  - iv. Completion of the corrective items identified by the County Construction Manager.

- v. Completion and submission to the County of Operation and Maintenance manuals.
- vi. Completion of training of Owner's and Republic Services staff.
- vii. Completion of all other tasks and obligations apart from the warranty, service obligations, and maintenance obligations under this Contract.

### **PART 3 – County staff and contractor training**

1. PROPOSER shall provide training for County's maintenance staff and Republic Services operations staff, in coordination with the County.
2. Training for Transfer Station Operators shall include, but is not limited to the following topics:
  - a. Manual, semi-automatic, and fully automatic operation.
  - b. Routine periodic daily, weekly, monthly, elapsed hours, etc. maintenance and completion of required forms to demonstrate completion of routine maintenance.
  - c. Troubleshooting operational problems.
  - d. Warranty review including warranty requirements and required documentation to maintain warranty including extended warranty.
3. Training for Maintenance staff shall include but is not limited to the following:
  - a. Starting, shutting down, storing of remote control, etc., in preparation to perform maintenance activities.
  - b. Required maintenance schedules and part replacement schedules and completion of required forms to demonstrate completion of maintenance tasks.
  - c. Troubleshooting for maintenance provided by County and Republic Services Operations maintenance staff.
  - d. Warranty review including warranty requirements and documentation to maintain warranty including extended warranty.
4. PROPOSER shall provide two (2) training sessions of not less than two (2)-hour duration for County and Republic Services staff and not less than two (2)-hour duration for County's maintenance staff. One (1) training session for maintenance staff shall be coordinated and scheduled separate from transfer station operators training sessions and focused on required maintenance activities and safety requirements associated with these activities. The maintenance training shall target the first filter change at one hundred fifty (150) hours of operation.
5. A minimum of two (2)-week notification is required for all trainings.
6. County will video tape all training sessions. PROPOSER's trainer shall be fitted with a mic and videotaped by County.

### **PART 4 – Warranty, service, and maintenance costs**

1. PROPOSER shall provide a three (3)-year parts and labor warranty for the entire compactor system (all items supplied).



- a. Warranty period for the compactor shall commence on the date when the County issues a Notice of Final Acceptance for the compactor installation.
  - b. Warranty shall cover defects in design, workmanship, and materials. Proposer shall replace or repair parts deemed defective by the County. Parts, labor, shipping, and handling shall be included, at no additional cost to the County during the 3-year warranty period.
  - c. Normal wear parts that are considered normal wear items or wear surfaces, as well as hydraulic oil, are exempt from the 3-year warranty. However, normal wear items or wear surfaces that fail due to defects in design, workmanship, or materials during the 3-year warranty period shall be replaced at no additional cost to the County.
2. Service – Proposer shall have qualified service personnel able to respond and repair compactor and HPU, available 7 days per week, 24 hours per day. During the 3-year basic warranty period, Proposer shall respond to service calls within 24 hours after notification by the County. Proposer shall have personnel available to answer operations, maintenance, and troubleshooting questions over the phone.

## **APPENDIX B – DRAFT CONTRACT**

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## Appendix B Contract

**{Contractor Name}**

Project Name and No. **{\_\_\_\_\_}**

Contract No. **{\_\_\_\_\_}**

THIS CONTRACT is entered into in duplicate originals between the COUNTY OF THURSTON, a municipal corporation, with its principal offices at 3000 Pacific Ave S.E., Olympia, Washington 98501, hereinafter called the "OWNER," and **{legal name of Contractor}, {enter type of legal entity, e.g., a Washington Corporation or Partnership or Sole Proprietor},** located at **{physical address of Contractor},** hereinafter the "CONTRACTOR."

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

### 1. **DURATION OF CONTRACT**

a. The term of this Contract shall commence upon the effective date set forth below. The CONTRACTOR shall substantially complete all Work required under this Contract within a period of **{\_\_\_\_\_}** working days from the Start Date stated in the written Notice to Proceed referenced in Section 5. Final completion and closeout of this Contract shall occur **{\_\_\_\_\_}** working days after timely substantial completion, except as provided in Section 10 below. Time is of the essence in the performance of this Contract.

b. The term "Substantial Completion" as used in this Contract means that stage in the progress of the Work where the OWNER has full and unrestricted and benefit of the facilities for the purposes intended and only minor incidental work, replacement of temporary substitute facilities, or correction or repair remains to physically complete the total contract. The term "Notice to Proceed" means a written notice from the OWNER to the CONTRACTOR that defines the date on which the Work under the Contract is to start.

### 2. **DESCRIPTION OF THE WORK**

a. The CONTRACTOR shall do all Work necessary to complete **{Project Name, Project No.}**. The Work shall consist of **{provide general description of the work.}**

b. The CONTRACTOR shall do all Work and furnish and pay for all materials, equipment, and labor in accordance with the attached Project Documents, including, but not limited to, any drawings, specifications, addenda thereto, and all terms and conditions contained in the Request for Proposal and other applicable documents. A list of specific items considered to be Project Documents is attached hereto as Exhibit "A," which Project Documents are incorporated herein by reference. Further, the CONTRACTOR shall perform any alterations in or additions to the Work covered by this Contract and any extra Work which may be ordered as provided for in this Contract if requested to do so by the OWNER pursuant to Section 16.

c. The CONTRACTOR shall perform according to standard industry practice of the requested Work specified in this Contract.

d. The CONTRACTOR shall complete its Work in a timely manner and in accordance with the agreed schedule submitted by the CONTRACTOR and approved by the OWNER.

e. The CONTRACTOR shall, from time to time, during the progress of the Work, confer with the OWNER. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the OWNER.

### **3. CONTRACT REPRESENTATIVES**

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

i. For CONTRACTOR:

Name of Representative: \_\_\_\_\_

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

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

City, State and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

ii. For OWNER:

Name of Representative: \_\_\_\_\_

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

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

City, State and Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

b. All instructions, modifications, and changes to the Contract shall be conveyed to the CONTRACTOR through the OWNER'S REPRESENTATIVE. Any Work executed upon the direction of any person or entity other than the OWNER'S REPRESENTATIVE may be considered defective and will be performed without reimbursement for said Work to the CONTRACTOR. The OWNER'S REPRESENTATIVE shall have the authority to reject any and all nonconforming or defective Work under the Project Documents.

#### **4. CONTRACT AMOUNT**

The OWNER hereby agrees to pay the CONTRACTOR according to the CONTRACTORS' Proposal in the amount of ~~{ \$ \_\_\_\_\_ }~~ (including accepted alternates and excluding Washington State Sales Tax [WSST]), at the time and manner and upon the conditions provided for in this Contract.

#### **5. NOTICE TO PROCEED**

A Notice to Proceed will be issued after the execution of the Contract and receipt of all necessary required documents, including a Letter of Employment of Subcontractors, Performance and Payment Bond, a copy of insurance policies and/or Certificate of Insurance and Additional Insured Endorsement, and Worker's Compensation verification from L&I. The Notice to Proceed shall provide a Start Date.

#### **6. PREVAILING WAGES**

Pursuant to Revised Code of Washington (RCW) Chapter 39.12 and WAC 296-127, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages to its employees and provide documentation to the OWNER of its compliance with prevailing wage laws and regulations. A copy of such prevailing rates of per diem wages shall be posted by the CONTRACTOR at the Work site. The CONTRACTOR must submit a "Statement of Intent to Pay Prevailing Wages" to the State Department of Labor and Industries for approval. Copies of an approved "Statement of Intent" shall be provided to the OWNER prior to any payment being made to the CONTRACTOR. An "Affidavit of Wages Paid" must be submitted to and approved by the State Department of Labor and Industries by the CONTRACTOR prior to release of the retained percentage. Copies of these documents shall be sent to the OWNER. The fee for each of these documents shall be paid by the CONTRACTOR.

#### **7. PAYMENT**

a. At least ten (10) calendar days before the first Application for Payment, the CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE a Schedule of Values which allocates the total cost of the project to various categories. This schedule, unless returned for revision by the OWNER'S REPRESENTATIVE, shall be used as the OWNER'S REPRESENTATIVE'S basis for reviewing the CONTRACTOR'S Applications for Payment. For contracts using unit pricing, the unit pricing schedule provided in the CONTRACTOR'S proposal shall be used by the OWNER'S REPRESENTATIVE as the basis for reviewing the CONTRACTOR'S Applications for Payment.

b. At monthly intervals, unless determined otherwise by the OWNER, the CONTRACTOR shall submit to the OWNER an Application for Payment. An Application for Payment is a written request submitted by the CONTRACTOR to the OWNER for payment of Work. The Application shall be submitted on a form reviewed and approved by the OWNER'S REPRESENTATIVE. Within thirty (30) calendar days of receiving an Application for Payment, the OWNER shall pay ninety-five (95) percent of the Application for Payment if such Application is acceptable to the OWNER. Five (5) percent of the Application for Payment amount shall be retained in accordance with RCW Chapter 60.28. No Application for Payment will be considered until all schedules have been met and other documentation required by the Project Documents have been submitted.

c. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may be similarly made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored off site shall be conditional upon compliance by the CONTRACTOR with procedures satisfactory to the OWNER to establish the OWNER'S title to such material and equipment or otherwise protect the OWNER'S interest.

d. No certificate given or payment made shall be evidence of the performance of the Contract, either wholly or in part, against the claim of the OWNER to the contrary, and no payment will be construed to be an acceptance of any defective Work that may before or afterward appear.

e. Neither OWNER nor OWNER'S REPRESENTATIVE shall have an obligation to pay or to see the payment of money to a subcontractor except as may otherwise be required by law.

## **8. PERFORMANCE AND PAYMENT BOND**

Pursuant to RCW Chapter 39.08, the CONTRACTOR shall make, execute, and deliver to the OWNER a performance and payment bond for the contract amount of { \$ } (including WSST). This bond shall also cover all approved change orders. The bond must be submitted within ten (10) calendar days after the effective date of the contract.

## **9. FINAL COMPLETION AND FINAL PAYMENT**

a. Upon receipt of a final Application for Payment, the OWNER'S REPRESENTATIVE will promptly make a final inspection and, when the OWNER'S REPRESENTATIVE finds the Work acceptable under the Project Documents and the Contract fully performed, the OWNER will promptly issue final payment pursuant to Paragraph 7.

b. Before final payment, the CONTRACTOR shall furnish to OWNER or the OWNER'S REPRESENTATIVE, in addition to the other documents required by the Contract, record drawings or changes from the construction drawings showing deviations in a manner requested by the OWNER or the OWNER'S REPRESENTATIVE, and originals of all warranties for such equipment and materials where warranties are specified in the Contract.

## **10. RETAINED PERCENTAGE**

a. In accordance with RCW Chapter 60.28, the OWNER shall release any retained percentage withheld in the manner set forth in Section 7.b., if after sixty (60) calendar days of final completion and acceptance of all contract Work, no liens or claims are filed against the project, and after receipt of the Department of Revenue's Certificate designating taxes due or to become due are discharged and receipt of by the OWNER of an "Affidavit of Wages Paid" from L&I. The provisions of this paragraph shall supersede any other conflicting provisions.

## **11. HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify, and defend the OWNER, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability, or death to persons or damage to property or business, caused by or arising out of the performance of the services rendered under this contract by the CONTRACTOR, its employees,

agents, or subcontractors or anyone for whose acts any of them may be liable. PROVIDED HOWEVER, that the CONTRACTOR'S obligation hereunder shall not extend to injury, sickness, death, or damage caused by or arising out of the sole negligence of the OWNER, its officers, officials, employees, or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents, or subcontractors.

b. In any and all claims against the OWNER, its officers, officials, employees, and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the 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 under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing Work hereunder.

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.

## 12. **INSURANCE**

a. **Workers' Compensation and Employer's Liability:** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51, RCW, and shall provide evidence of coverage to the OWNER. If this contract is over \$50,000, then the CONTRACTOR shall also maintain Employees Liability Coverage with a limit of not less than \$1 million.

b. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury, and property damage, subject to limits of not less than \$ 2,000,000.00 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$5,000,000.00.

The CONTRACTOR will provide Commercial General Liability coverage that 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 a standard Commercial General Liability policy, including contractual liability coverage. Coverage shall include liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; or premises owned, leased, or used by the CONTRACTOR.

c. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident combined Bodily Injury and Property Damages and an aggregate limit of at least \$2,000,000.00. Coverage shall include owned, hired, and non-owned automobiles.



**d. Other Insurance Provisions:**

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the OWNER, its elected and appointed officers, officials, employees, and agents.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the OWNER, its officers, officials, employees and agents with respect to performance of services.
- iii. The CONTRACTOR'S Commercial General Liability insurance shall contain no special limitations on the scope of protection afforded to the OWNER as additional insured.
- iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER, its officers, officials, employees, or agents.
- v. The CONTRACTOR'S insurance 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.
- vi. The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
- vii. The insurance limits mandated for any insurance coverage required by this Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- viii. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced as well as the verification sent to the OWNER.

**e. Verification of Coverage and Acceptability of Insurers:** 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:7, 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.

- i. The CONTRACTOR shall furnish the OWNER with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this Section within ten (10) calendar days after the effective date of the contract. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, or be materially reduced in coverage except on thirty (30) calendar days prior written notice to the OWNER. Any certificate or endorsement limiting or negating the insurer's obligation to notify the OWNER of cancellation or changes shall be altered so as not to negate the intent of this provision.
- ii. The CONTRACTOR shall furnish the OWNER with evidence that the additional insured provision required above has been met. Acceptable forms of evidence are the endorsement pages of the policy showing the OWNER as an additional insured or an Additional Insured Endorsement page.

- iii. Certificates of Insurance shall show the Certificate Holder as Thurston County and include c/o of the Office or Department issuing the Contract. The address of the Certificate Holder shall be shown as the current address of the Office or Department.
- iv. The CONTRACTOR shall request that their Washington State Department of Labor and Industries, Workers Compensation Representative send written verification to Thurston County that CONTRACTOR is currently paying Workers Compensation within ten (10) calendar days after the effective date of the Contract.
- v. Written notice of cancellation or change shall be mailed to the OWNER at the following address:

Attn: Risk Analyst  
Employee and Administrative Services  
921 Lakeridge Drive S.W.  
Olympia, Washington 98502
- vi. 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 Analyst.

### **13. CONTRACTOR RESPONSIBILITY FOR WORK**

- a. The CONTRACTOR shall supervise and direct all Work herein using the CONTRACTOR'S best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work herein.
- b. The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of the CONTRACTOR'S employees, agents, subcontractors and their agents and employees, and any other person performing Work under a contract with the CONTRACTOR.

### **14. WARRANTY**

In addition to any special warranties provided elsewhere in the Project Documents, the CONTRACTOR warrants to the OWNER and OWNER'S REPRESENTATIVE that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Project Documents, and that the Work will conform with the requirements of the Project Documents as described herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and may be rejected. The CONTRACTOR'S warranty excludes remedy for damage caused by abuse, improper or insufficient maintenance, or improper operation. If required by the OWNER'S REPRESENTATIVE or OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided.

### **15. SALES TAX AND OTHER FEES**

The CONTRACTOR shall pay Washington State sales tax and any other tax, and shall secure and pay for any permits, government fees, royalties, licenses, utility fees, and inspection fees necessary for proper execution and completion of the Work herein.

## **16. CHANGES**

a. The OWNER may, at any time, without notice to the CONTRACTOR'S surety, order additions, deletions, revisions, or other changes in the Work. The CONTRACTOR agrees to fully perform any such changes in the Work. The CONTRACTOR shall proceed with the Work upon receiving a written change order approved by the OWNER or an oral order from the OWNER before actually receiving the written change order. All such changes in the Work shall be incorporated into the Contract documents through the execution of change orders. If any change hereunder causes an increase or decrease in the CONTRACTOR'S cost of, or time required for, the performance or any part of the Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly. Change Orders shall not be used to materially alter the Scope of Work.

b. If the CONTRACTOR intends to assert a claim for an equitable adjustment hereunder, it shall, within ten (10) calendar days after receipt of a written change order from the OWNER, submit to the OWNER a written statement setting forth the general nature and monetary extent of such claim. The CONTRACTOR shall supply such supporting documents and analysis for the claims as the OWNER may require to determine if the claims and costs have merit. No claim by the CONTRACTOR for an equitable adjustment hereunder will be allowed if asserted after final payment under this CONTRACT.

c. If the OWNER and the CONTRACTOR are unable to reach agreement on the terms of any change to the Work, the CONTRACTOR shall pursue resolution of the disagreement pursuant to Section 23.

## **17. CHANGE ORDER PRICING**

a. The value of any Work covered by Change Order, or of any request for an equitable adjustment in the Contract Amount, shall be determined by one or more of the following methods:

1. Lump sum;
2. Unit price; or
3. Fixed or percentage fee.

b. Charges for the Work covered by an approved change shall be submitted by the CONTRACTOR to the OWNER on breakdown sheets for change proposal submittal, and the proposals shall be prepared in a manner consistent with the Project Documents.

## **18. TERMINATION**

a. The OWNER may terminate this Contract in whole or in part whenever the OWNER determines, in its sole discretion, that such termination is in the best interests of the OWNER. The OWNER may terminate this Contract upon giving ten (10) calendar days written notice by Certified Mail to the CONTRACTOR. In that event, the OWNER shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 7 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, the OWNER may summarily terminate this Contract notwithstanding any other termination provision of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by

the OWNER to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.

c. If the CONTRACTOR breaches any of its obligations hereunder and fails to cure the breach within ten (10) calendar days of written notice to do so by the OWNER, the OWNER may terminate this Contract, in which case the OWNER shall pay the CONTRACTOR only for the costs of services accepted by the OWNER, in accordance with Section 7 of this Contract. Upon such termination, the OWNER, at its discretion, may obtain performance of the Work elsewhere or seek recourse against the bond holder of the performance and payment bond. The CONTRACTOR shall bear all costs and expenses incurred by the OWNER in completing the Work and all damage sustained by the OWNER by reason of the CONTRACTOR'S breach.

## **19. 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.

## **20. INDEPENDENT CONTRACTOR**

a. The CONTRACTOR shall perform this Contract as an Independent Contractor and not as an agent, employee, or servant of the OWNER. 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 Work performed under this Contract does not include any OWNER 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 OWNER unless otherwise directed by the terms of this Contract.

d. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do from the OWNER'S REPRESENTATIVE or designee.

## **21. COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this Contract.

## **22. 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, religion, national origin, age, sex, marital status, veteran status, sexual orientation,

or the presence of any disability. Implementation of this provision shall be consistent with Initiative 200, Sec. 1 (Effective 12/3/98).

## **23. DISPUTES**

a. Questions or claims regarding meaning and intent of this Contract or arising from this Contract, shall be referred by the CONTRACTOR in writing to the OWNER'S REPRESENTATIVE or designee within ten (10) calendar days of the date in which the CONTRACTOR knows or should know of the question or claim.

b. In the event the CONTRACTOR disagrees with any determination or decision of the OWNER'S REPRESENTATIVE, the CONTRACTOR shall, within fifteen (15) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the Director of the department. Such written notice or appeal shall include all documents and other information necessary to substantiate the appeal. The Director will review the appeal and transmit a decision in writing to the CONTRACTOR within thirty (30) calendar days from the date of receipt of the appeal. Failure of the CONTRACTOR to appeal the decision or determination of the OWNER'S REPRESENTATIVE within said fifteen (15) calendar day period will constitute a waiver of the CONTRACTOR'S right to thereafter assert any claim resulting from such determination or decision. Appeal to the Director shall be a condition precedent to litigation hereunder.

c. Absent agreement to alternative dispute resolution, all claims, counterclaims, disputes, and other matters in question between the OWNER and the CONTRACTOR that are not resolved between the OWNER'S REPRESENTATIVE and the CONTRACTOR will be decided in the Superior Court of Thurston County, Washington.

d. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the Contract and in accordance with the direction of the OWNER'S REPRESENTATIVE. Failure to comply with the time deadlines set out in this Section as to any claim shall operate as a release of that claim and a presumption of prejudice to the COUNTY.

## **24. 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.

## **25. SUCCESSORS AND ASSIGNS**

The OWNER, to the extent permitted by law, and the CONTRACTOR each bind themselves, their partners, successors, executors, administrators, and assigns to the other party to this Contract and to the partners, successors, administrators, and assigns of such other party in respect to all covenants to this Contract.

## **26. 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 it should appear that any provision of this Contract is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

## **27. ENTIRE AGREEMENT**

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.

## **28. 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 3. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three (3) days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

## **29. INSPECTION**

The OWNER or the OWNER'S REPRESENTATIVE shall have the right (a) to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental entity or agency to the CONTRACTOR, its delegate, or subcontractors, which are applicable to the performance of this Contract, and (b) to inspect all Work and materials for conformity with the Contract terms. The CONTRACTOR shall be responsible for ensuring that the Work and materials conform to the Contract terms even if the OWNER or the OWNER'S REPRESENTATIVE conducts any inspection of the same.

## **30. MODIFICATION**

Except as provided in Section 16, all amendments or modifications to the Contract shall be in writing, signed by both parties, and attached to this Contract.

## **31. LIQUIDATED DAMAGES**

Upon written notice by the OWNER, liquidated damages at a rate of \$0.00 per working day or any portion thereof will be assessed against the CONTRACTOR for late performance or delay in the substantial completion of the Work to be performed under this Contract. This provision in no way limits the OWNER'S right to seek damages for the CONTRACTOR'S breach of any other of its obligations under this Contract pursuant to Section 18 of this Contract or to actual damages for the CONTRACTOR'S failure to achieve final completion within the time set forth in Section 1.

### 32. CONFLICTS PROVISION

In the event language in this Contract conflicts with the requirements in the Project Documents, the language in the Contract controls.

This Contract is executed by the persons signing below who certify that they have the authority to execute the Contract. The parties to this Contract have executed this Contract to take effect as of the date written below.

This Contract shall take effect this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CONTRACTOR:

For the  
BOARD OF COUNTY COMMISSIONERS  
Thurston County, Washington

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

\_\_\_\_\_, Director

By: \_\_\_\_\_, Department

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

(Authorized Representative)

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

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

\_\_\_\_\_

Contractor Registration Number: \_\_\_\_\_

**Approved as to form by the Prosecuting Attorney's Office**

## **APPENDIX C – PROPOSAL FORMS**



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**PROPOSAL FORM 1**  
**PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full name of business concern (Proposer): \_\_\_\_\_
2. Principal business address: \_\_\_\_\_
3. Mailing address, including zip code: \_\_\_\_\_
4. Telephone number, including area code: \_\_\_\_\_
5. Fax number, including area code: \_\_\_\_\_
6. E-mail address for business correspondence: \_\_\_\_\_
7. Federal Tax Identification Number: \_\_\_\_\_
8. State of Washington Contractor's license number: \_\_\_\_\_
9. Washington State UBI Number if issued: \_\_\_\_\_
10. Labor & Industries (L&I) State Industrial Insurance Account Number: \_\_\_\_\_
11. State Department of Revenue State Excise Tax Number: \_\_\_\_\_
12. State Employment Security Department Number: \_\_\_\_\_
13. Principal contact person(s) and phone numbers: \_\_\_\_\_

14. Form of business concern (Corporation, Partnership, Joint Venture, Other): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign on behalf of the Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name

Address

Title

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

If a corporation, in what state incorporated: \_\_\_\_\_

Date incorporated: \_\_\_\_\_  
Month Day Year

If a Joint Venture or Partnership, date of agreement: \_\_\_\_\_

**Proposal Form 1**  
**PROPOSER'S STATEMENT OF ORGANIZATION**  
(CONTINUED)

16. List all companies proposed to participate in this project (including the prime contractor, subcontractors, operators, major equipment suppliers, etc., if any):

<u>Name</u>	<u>Address</u>	<u>Phone</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

17. Outline specific areas of responsibility for each firm listed in Question 16.

1. _____
2. _____
3. _____
4. _____

18. Summarize the provisions of any agreement between the parties that assigns legal or financial liabilities or responsibilities.

_____
_____
_____

19. If any responding company(s) is a partially or fully owned subsidiary of another company, or share common ownership with another company, please identify the related companies and describe the relationships.

_____
_____
_____

20. Provide a listing of all engagements the company has undertaken in the last five years that have resulted in a public record of:

- Arbitration or litigation and the disposition of the cases.
  
  
- Claims being filed by the Federal Government or the Washington State Department of L&I, Employment Security, or Revenue.
  
  
- Liens filed by suppliers or subcontractors. List with whom, for what and amount.

**PROPOSAL FORM 1**  
**PROPOSER'S STATEMENT OF ORGANIZATION**  
(CONTINUED)

21. INSURANCE COMPANY(S) (list all that are relevant):

- a. Name of company: \_\_\_\_\_
- b. Mailing address, including zip code: \_\_\_\_\_
- c. Insurance Agent name: \_\_\_\_\_
- d. Insurance Agent telephone number, including area code: \_\_\_\_\_
- e. Insurance Agent Fax number, including area code: \_\_\_\_\_
- f. Insurance Agent e-mail address \_\_\_\_\_

22. BONDING COMPANY:

- a. Surety name: \_\_\_\_\_
- b. Surety mailing address, including zip code: \_\_\_\_\_
- c. Bonding Agent name: \_\_\_\_\_
- d. Bonding Agent mailing address, including zip code: \_\_\_\_\_
- e. Bonding Agent telephone number, including area code: \_\_\_\_\_
- f. Bonding Agent Fax number, including area code: \_\_\_\_\_

23. FINANCIAL AND ACCOUNTING SERVICES COMPANY:

- a. Name of company: \_\_\_\_\_
- b. Mailing address, including zip code: \_\_\_\_\_
- c. Accountant name: \_\_\_\_\_
- d. Accountant telephone number, including area code: \_\_\_\_\_

24. LEGAL SERVICES FIRM:

- a. Name of firm: \_\_\_\_\_
- b. Firm mailing address, including zip code: \_\_\_\_\_
- c. Lead Attorney name: \_\_\_\_\_
- d. Firm telephone number, including area code: \_\_\_\_\_

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## PROPOSAL FORM 2 DRUG-FREE WORKPLACE

The undersigned vendor (company) hereby certifies that

\_\_\_\_\_ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace; the business's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this company complies fully with the above requirements.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

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PROPOSAL FORM 3  
NON-COLLUSION AFFIDAVIT OF PROPOSER

STATE OF \_\_\_\_\_)

)ss

COUNTY OF \_\_\_\_\_)

\_\_\_\_\_, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, company, or person to fix the price or prices in the attached Proposal, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Thurston County, Washington, or any person interested in the proposed Contract; and
5. The attached cost Proposals are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signed)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Washington

My Commission Expires: \_\_\_\_\_



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PROPOSAL FORM 4  
PERFORMANCE BOND FORM

BOND NO: \_\_\_\_\_

CONTRACTOR'S PERFORMANCE AND PAYMENT BOND TO DUAL OBLIGEEES

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ (Contractor), as Principal, and \_\_\_\_\_ (Bonding Company), as Surety, a corporation of \_\_\_\_\_, whose principal office is located at \_\_\_\_\_, are firmly bound unto the State of Washington and Thurston County, a political subdivision the State of Washington, as Obligees, to fulfill the obligations of the Principal and the Surety under the Contract to which reference is hereafter made, in the amount of

\$\_\_\_\_\_ (including Washington State sales tax) for payment whereof Principal and Surety bind themselves, its heirs, executors, administrators, and successors and assigns jointly and severally, firmly by these presents.

WHEREAS, Principal has by written Proposal dated \_\_\_\_\_ offered to enter into a Contract with Thurston County for Contract Number XXXXX pursuant to the terms and conditions set forth in the Contract Documents dated \_\_\_\_\_.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform all the provisions of the Contract on its part, and pay all laborers, mechanics, subcontractors and material suppliers, and all persons who supply such person or persons or subcontractors with provisions and supplies for the carrying on of such Work, and indemnify and hold harmless the Obligees from all loss, cost, or damage that it may suffer by reason of the failure to do any of the foregoing, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, or supplies for use in and about the Work provided for in the Contract shall have a direct right of action under this bond, to the extent and in the manner set forth in RCW 39.08.

The said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the Work or to the SPECIFICATIONS.

No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

SIGNED AND SEALED THIS \_\_\_\_ DAY OF \_\_\_\_\_ YEAR 202\_\_\_\_.

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

(SEAL)

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**PROPOSAL FORM 5**  
**PRICE FORM**

Item		Price
1.	Removal of current SSI 4500 SPH Compactor, maintenance, and preparations for on-site storage	\$
2.	Provide complete and functional new solid waste compactor system including all accessories and ancillary equipment and operations and maintenance manuals	\$
3.	County staff and contractor training	\$
4.	Warranty and service and maintenance costs (3-year)	\$
<b>TOTAL PROPOSED PROJECT COSTS</b> (Sum of Items 1, 2, 3, and 4)		\$

**PROPOSAL FORM 5**  
**PRICE FORM (CONTINUED)**  
**CERTIFICATION OF COST FORM**

The Undersigned hereby certifies as follows:

1. That I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (PROPOSER), have personally and carefully examined the specifications and instructions for the Work to be done for Thurston County as set forth in this RFP, including the Draft Contract in Attachment B of this RFP.
2. That I, on behalf of \_\_\_\_\_ (PROPOSER), have made examination of the conditions in the County, the services applicable to the Proposal, and all other relevant facts and circumstances, and fully understand the character of the Work to be done for the County.
3. That, having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, equipment, storage, and facilities, and to perform all labor and services that may be required to do said Work upon the terms and conditions provided in the Contract, at the prices set forth on the Price Form that is attached hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_.

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**PROPOSER**

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President/Partner/Owner Signature

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President/Partner/Owner Printed Name

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Secretary

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Company Name

The Proposer is an Individual \_\_\_\_\_; Partnership \_\_\_\_\_; Corporation \_\_\_\_\_; or other business entity \_\_\_\_\_; and is authorized to do business in the state of Washington.

**Signature Instructions:**

If business is a CORPORATION, name of the corporation should be listed, in full and both President and secretary must sign the form, OR if one signature is permitted by corporation by-laws, a copy of the by-laws shall be furnished to the County as part of the Proposal.

If business is a PARTNERSHIP, the full name of each partner should be listed followed by d/b/a (doing business as) and company or trade name; any one partner may sign the form. If the business is an INDIVIDUAL PROPRIETORSHIP, the name of the owner should appear followed by d/b/a and name of the company.

If business is operating as any other business entity than listed above, the name(s) of the authorized representative(s) should be listed, and the authorized representative(s) must sign the form. A copy of the appropriate documents evidencing legal binding authority to sign on behalf of the entity shall be furnished to the County as part of the Proposal.