



**Thurston County, Washington**  
2000 Lakeridge Drive SW  
Olympia, Washington 98512

**REQUEST FOR PROPOSAL (RFP) 034-2021-SW-R002**  
**MODERATE RISK WASTE TRANSPORTATION AND DISPOSITION**  
**MANAGEMENT SERVICES**

**Solicitation Documents**

**RFP Issuance Date:** September 2, 2021

All solicitation documents, including any addenda, are published on the Thurston County website at: <https://www.thurstoncountywa.gov/tchome/Pages/rfprfq.aspx>

**Proposal Due Date**

**Proposals are due by** 3:00 p.m. PT on September 30, 2021

**Proposal Acceptance Location**

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

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

**Mandatory Pre-Proposal Conference**

**There will be a mandatory Pre-Proposal Conference and tour of Thurston County Moderate Risk Waste Facility on September 9, 2021 at 9:00 a.m. PT for this RFP.**

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

**REQUEST FOR PROPOSAL  
MODERATE RISK WASTE TRANSPORTATION AND DISPOSITION  
MANAGEMENT SERVICES**

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## **RFP NO. 034-2021-SW-R002**

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

#### **ACRONYMS AND ABBREVIATIONS**

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

**RFP NO. 034-2021-SW-R002**  
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**SECTION 1 – INTRODUCTION/PURPOSE**

**1.1 INTRODUCTION**

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

**1.2 PURPOSE**

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

**1.3 MINIMUM QUALIFICATONS:**

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

- A. Qualified firms must be legally qualified, licensed, insured, staffed, and equipped to perform the relevant work.
- B. Qualifying proposers must be presently providing hazardous waste transportation, and/or treatment, storage, and disposal services.
- C. Proposers must demonstrate a minimum of three (3) years of experience in the providing of services for the co-management of Small Quantity Generator and Household Hazardous Wastes.
- D. Proposers must not have current or past (within the last 5 years) significant citation, violation, administrative order, judgment, or other enforcement action regarding improper operational, safety or environmental activity. The same condition applies to any Treatment, Storage, and Disposal Facilities (TSDFs), subcontractors, or other agents the proposer intends to use as part of this proposal.
- E. Qualified firms should have expertise in working with local government in Washington State and expertise in Washington State laws and statutes.

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

This project is a formal competitive procurement and will be advertised in 'The Olympian' and is open to all qualified firms. All solicitation documents, including addenda, are published on the Thurston County website at <https://www.thurstoncountywa.gov/tchome/Pages/rfprfq.aspx>.

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

### **2.1 DESCRIPTION**

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

### **2.2 BACKGROUND INFORMATION**

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

Located at the Waste and Recovery Center, 2418 Hogum Bay Road NE, Lacey, WA 98516, HazoHouse serves a residential population of approximately 286,500 and is open for operation Sunday through Saturday, 8:00 AM-4:45 PM. Annually, approximately twenty-five thousand customers use the facility, dropping off upwards of 100 tons of waste. The facility is staffed and operated by Thurston County employees and regulated under a Solid Waste Handling Permit by the Thurston County Public Health Department.

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

The County intends to participate in the Washington State Architectural Paint Stewardship Program and is currently in the process of negotiating a contract with PaintCare, Inc. This program will reduce the waste stream pickup/hauling of architectural paint products.

### **2.3 STATEMENT OF WORK**

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

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

The County anticipates the contract will be for a maximum duration of five (5) years with an initial one-year term and four one-year renewal options. Options will be exercised at the sole discretion of the County. The contract value will be for a maximum of **\$1,500,000.00**. The contract may be increased to meet the ongoing needs of the County for the services requested

up through the contract period of performance.

## 2.5 COMPENSATION

A. Mandatory Scope: Payment to Contractor will be based on the negotiated rate schedule and actual quantity identified on the manifest for waste stream items or hours for other services.

B. Rates may be adjusted no more than once annually and will be tied to the CPI for the Seattle-Tacoma-Bellevue area.

C. The negotiated rate schedule will be incorporated into the executed Services Contract.

## SECTION 3 – ACQUISITION TIMELINE AND GENERAL REQUIREMENTS

### 3.1 PROCUREMENT SCHEDULE

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

**Table 1: Solicitation and Anticipated Award Schedule**

ACTIVITY	EST. DATE
Date of Issuance	9/02/2021
Mandatory Pre-Proposal Conference/Site Visit	9/09/2021
Pre-Proposal Inquiries Due	9/23/2021
Proposals Due	9/30/2021
Proposal Evaluations/Negotiations	10/14/2021
Executed Contract	11/09/2021

### 3.2 PRE-PROPOSAL CONFERENCE/SITE VISIT

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

Date/Time: September 9, 2021, 9:00 a.m. PT

Location: HazoHouse at Waste and Recycle Center (WARC)

2418 Hogum Bay Road NE

Lacey, WA 98516

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

Proposals received from proposers that did not attend the Mandatory Pre-proposal Conference/Site Visit will be rejected.

### 3.3 PRE-PROPOSAL INQUIRIES AND ADDENDUM

It is the responsibility of each Proposer to examine the entire RFP and, as necessary, seek

clarification (inquiries). This RFP may only be modified by a written addendum issued by the County. Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the RFP.

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

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

All pre-proposal inquiries must clearly identify the name of the inquiring firm or person and the RFP number, title, and section/page number. The deadline for receipt of pre-proposal inquiries from Proposer is 3:00 p.m. (PT) on September 23, 2021.

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

### **3.4 EXAMINATION BY PROPOSER**

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

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

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

### **3.6 PROPOSAL FIRM OFFER**

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

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

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

### **3.8 CANCELLATION**

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

### **3.9 NO OBLIGATION**

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

### **3.10 EXPENSES INCURRED**

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

### **3.11 NONDISCRIMINATION**

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

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

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

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



A Proposer must submit in a sealed package one (1) original, three (3) duplicate copy sets, and one (1) electronic copy of the Proposal and Attachments. The original shall be marked ORIGINAL and all other hard copies marked COPY. Proposer shall submit its Proposal, an exact duplicate of the original Proposal on USB Flash Drive in Adobe Acrobat™ format Version 7.0 or higher. If multiple flash drives are used, Proposer shall label the content on each disk/drive. Each package shall be clearly marked on the outside with the following label:

**REQUEST FOR PROPOSAL NO. 034-2021-SW-R002**  
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**RFP Opening Date & Time**

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

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

**4.2 PROPOSAL FORMAT – GENERAL**

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

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

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

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

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

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

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

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

### **4.3 PROPOSAL CONTENTS**

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

#### **Outside Covers**

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

#### **Proposal Form**

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

#### **TABBED SECTION #1: Minimum Qualifications Summary**

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

#### **TABBED SECTION #2: Contract Terms and Conditions**

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

**TABBED SECTION #3: Summary of Firm’s Qualifications and Experience**

Include the following information in this section, which shall not exceed five (5) pages.

A. General Information

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

- A description and history of the firm including general expertise and experience, size, facility, and service locations.
- A list of current applicable state and federal permits, licenses, certifications, accreditations, and/or credentials for the firm and firm’s employees or other entities that demonstrate competency for the work that will be performed under the contract.
- A description of services that the firm currently provides, such as disposal, recycling, analytical, transportation, lab-packing, remediation, emergency response.
- A list identifying any citation, notice of violation, administrative order, court order, judgment, or other evidence of enforcement action by any regulatory entity or agency involving the company, company's primary receiving facility and/or the final disposal facility regarding any local, state or federal environmental, transportation, health or safety law received within the last 5 years.
- A copy of the firm's Certificate of Insurance.
- Any additional information the proposer feels is relevant to the general qualifications of the proposal.

**TABBED SECTION #4: RECENT RELEVANT EXPERIENCE/PAST PERFORMANCE**

Include the following information in this section, which shall not exceed one (1) page per reference for a total of three (3) pages.

Information to be submitted on Attachment 5 – RECENT RELEVANT EXPERIENCE/PAST PERFORMANCE FORM.

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

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

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

B. FIRM’S PAST PERFORMANCE: Proposer will submit a completed Past Performance Questionnaire (PPQ) on each of the three (3) service projects submitted under paragraph A above. Proposer shall have the project owner/reference complete Attachment 5, Page 2 of the form using the adjectival rating prescribed in Attachment 5, Page 3. Proposers should ensure correct phone numbers and email addresses are provided for the client point of contact. If the

proposer is unable to obtain a completed PPQ from a client prior to the proposal due date, submit the PPQ with the Proposal indicating attempts to obtain the information. Note: Thurston County reserves the right to contact other references.

**TABBED SECTION #5: ORGANIZATIONAL STRUCTURE/KEY PERSONNEL**

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

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

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

**TABBED SECTION #6: TECHNICAL APPROACH**

Include the following information in this section, which shall not exceed twenty (20) pages.

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

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

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

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

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

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

G. Provide a copy of your firm’s Driver Training Program, and your firm’s transportation and driver safety record. Also provide the specifics of the transport vehicle(s) used for collection and transport of material.

H. Provide a copy of the Table of Contents of the Health and Safety Plan and a copy of the Emergency and Spill Procedures that would be used during loading, transportation or unloading. Confirm if your employees will respond to spills that occur at HazoHouse while they are loading wastes. Describe how this spill response may impact your firm's liability and/or Thurston County's liability under Worker Safety regulations.

#### **TABBED SECTION #7: OFFERINGS AND RATES**

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

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

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

D. Program Costs:

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

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

E. Provide List Price for Materials and Supplies. Contractor to provide unit price for empty containers and packing supplies.

### **SECTION 5 - EVALUATION AND SELECTION**

This Section describes the method the County will use to evaluate proposals received in response to this solicitation.

#### **5.1 INITIAL SCREENING OF PROPOSALS**

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

#### **5.2 EVALUATION CRITERIA**

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

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
<b>Minimum Qualifications identified in para 1.3 have been met</b>	Go/No Go
<p><b>Firm's Qualifications and Experience</b>  Firm is a registered licensed business currently performing moderate waste risk transportation &amp; disposition management services with a broad list of services available.</p> <p>Firm has the requisite permits and certifications.</p> <p>Firm has the appropriate facilities, size, and location for providing services.</p> <p>Firm has the expertise and experience that meet the needs of the County.</p> <p>Firm has demonstrated regulatory compliance with minimal violations.</p>	20
<p><b>Project/Services Experience and Past Performance</b>  The firm demonstrated recent relevant experience for similar services with other clients.</p> <p>The firm received positive evaluations on performance in terms of Quality, Timeliness, Cost/Budget, Management/Business Relations, Regulatory and Overall Customer Satisfaction from References.</p>	10
<p><b>Organizational Structure/Key Personnel</b>  The organizational structure is efficient and effective.</p> <p>The proposed team has the requisite credentials, education, and experience.</p>	10
<p><b>Technical Approach</b>  The management approach is practical and efficient.</p> <p>Challenges and risks are appropriately identified with a reasonable mitigation plan.</p> <p>Procedures for (1) communication; (2) invoicing/documentation; (3) labeling (4) manifesting, loading, and unloading; and (5) Health and Safety Plan/Emergency &amp; Spill response are comprehensive and practical.</p> <p>Driver Training Program is effective, and firm has a good safety record. Transport vehicles for collection and hauling are appropriate.</p>	20
<p><b>Offering and Cost</b>  Firm has offered comprehensive services and list of treatment options that align with</p>	40

County preferences for moderate risk waste transportation and disposition management. Preference will be shown for Proposals that include multiple options for waste streams as far as packing, recycling, and reuse.	
Proposed rates are realistic and reasonable.	
<b>TOTAL</b>	<b>100</b>
<b>Interview</b>	

### 5.3 INTERVIEWS

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

### 5.4 EVALUATION PROCESS

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

### 5.5 SELECTION AND NEGOTIATION

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

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

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

## 5.6 BOARD APPROVAL AND CONTRACT EXECUTION

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

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

## SECTION 6 - CONTRACT TERMS AND CONDITIONS

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

### 6.1. PERFORMANCE BOND

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

### 6.2 INSURANCE

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

TYPE	LIMIT
Workman's Compensation	Statutory
Employers Liability	\$1,000,000 each accident
Professional Liability Insurance	\$1,000,000 each occurrence
General Liability (combined bodily injury/property damage)	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile/Truck Liability (combined bodily injury/property damage)	\$5,000,000 each occurrence \$5,000,000 each aggregate
Environmental Pollution Liability	\$2,000,000 each occurrence \$5,000,000 annual aggregate

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



### **6.3 THIRD PARTY BENEFICIARY**

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

### **6.4 COMPLIANCE WITH LAWS**

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

### **6.5 RECORDS**

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

### **6.6 INDUSTRIAL COVERAGE**

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

### **6.7 LICENSING/PERMITS**

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

## **SECTION 7– FORMS**

The following Forms must be completed by the proposer for inclusion in the proposal.

**Attachment 2 Proposal Form** – The one-page Proposal Form must be completed in entirety and executed by a person authorized to bind the proposer legally and contractually, or the proposal may be rejected by the County. The executed Proposal Form must be included in the submission as directed in Section 3.3 of this solicitation.

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

## ATTACHMENT 1 Statement of Work

### Moderate Risk Waste Transportation and Disposition Management Services

#### 1.0 INTRODUCTION/BACKGROUND

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

The 'HazoHouse' located at the Waste and Recovery Center (WARC), 2418 Hogum Bay Road NE, Lacey, WA 98516, serves a residential population of approximately 286,500 and is open for operation Sunday through Saturday, 8:00 AM-4:45 PM. Annually, approximately twenty-five thousand customers use the facility, dropping off upwards of 100 tons of waste. The facility is staffed and operated by Thurston County employees and regulated under a Solid Waste Handling Permit by the Thurston County Public Health Department.

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

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

**Table 1 – Historical Data of HazoHouse Waste processed**

Totals by Year			HHW in Pounds Unless Otherwise Noted
2018	2019	2020	
9,657.00	8,309.00	7,015.00	Acids for Disposal
16,500.00	16,850.00	13,550.00	Bases for Disposal
-	111.00	-	Cyanide Solutions for Disposal
35,250.00	37,500.00	29,250.00	Flammable Gas-Poison (aerosol cans) for Energy Recovery
42,050.00	49,900.00	40,500.00	Flammable Liquid - Poison for Incineration
37,000.00	34,050.00	36,300.00	Flammable Liquids for Energy Recovery
957.00	518.00	430.00	Flammable Solids for Incineration
-	540.13	588.00	Light Ballasts, PCB Containing for Disposal (kg converted to lbs)
16.00	14.00	-	Mercury Compounds for Recycling
100.00	22.00	-	Mercury Devices for Recycling
27,684.00	32,700.00	21,300.00	Non-Regulated Liquids for Disposal

## Moderate Risk Waste Transportation and Disposition Management Services

2,489.00	1,969.00	2,422.00	Oxidizers for Incineration
31,500.00	30,000.00	25,000.00	Paint Related Material for Energy Recovery
65.00	29.00	108.00	Peroxides, organic for Incineration
20,258.00	19,500.00	17,750.00	Pesticide/Poison Solids for Disposal
32.00	79.00	-	Reactives for Disposal
223,558.00	232,091.13	194,213.00	<b>Total</b>

The County intends to participate in the Washington State Architectural Paint Stewardship Program and is currently in the process of negotiating a contract with PaintCare, Inc. This program will reduce the waste stream pickup/hauling of architectural paint products.

## PaintCare Products include:

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

## Non PaintCare Products include:

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

## **2.0 SCOPE OF WORK**

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

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

### **Waste Hierarchy**

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

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

### **Mandatory Services**

1. Preparing of the manifest and loading and delivery of moderate risk wastes from the MRW Facility to a permitted hazardous waste Treatment, Storage and Disposal Facility (TSDF). The TSDF(s) is to be specified by the proposer as part of this Proposal.
2. Proper management, recycling, treatment and/or disposal of delivered moderate risk wastes in accordance with all applicable local, state, and federal standards.
3. Accurate and timely service documentation, including copies of manifests, TSDF records, and certificates of final disposal. Original signed copy of manifests must be received within 45 days of date manifest shipped. Certificates of final disposition must be received within 6 months of the date the manifest shipped.
4. Reference material to assist Thurston County staff in the classification, sorting, packing, and labeling of collected wastes.
5. Periodic recommendations and guidance on alternative waste management techniques and options with emphasis placed on reuse and recycling of processed material.
6. Contractor shall provide materials and supplies upon request.

### **3.0 Scheduling/Response:**

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

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

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

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**REQUEST FOR PROPOSAL (RFP) NO. 034-2021-PW-R002**

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

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

**PROPOSALS ARE DUE NOT LATER THAN:** 3:00 p.m. local time on September 30, 2021.

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

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

AUTHORIZED SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

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

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

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

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

EMAIL \_\_\_\_\_

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

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

NAME/TITLE OF COMPANY CONTACT \_\_\_\_\_

CONTACT'S PHONE \_\_\_\_\_ CONTACT'S EMAIL \_\_\_\_\_

ALL PROPOSERS MUST COMPLETE THIS SECTION

Proposer acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_  
By \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_  
By \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_  
By \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_  
By \_\_\_\_\_

**ATTACHMENT 3  
WASTE STREAMS AND MANAGEMENT OPTIONS  
RATE SCHEDULE**

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

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



Moderate Risk Waste Transportation and Disposition Management Services

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

(1)	(2)	(3)	(4)
Waste Stream	Management Method	Proposed Cost	Packing Method Notes

### Instructions for Completing Attachment 3 Pricing Schedule

1. Entries represent waste streams expected to be collected and managed at the WARC facility. If, in your experience, other waste streams may be present, add those waste streams as a new entry in the blank lines in the Rate Table above, filling out all the columns for the new entry. If needed, extra pages in the same format will be allowed. It is recognized that other hazard classes and waste types exist and may be collected in the future.
2. Column 2 (Management Method) is filled out for those waste streams where a management option is preferred. If your company offers other management options for these waste streams, or offers multiple management options for other waste streams, add new entries in the table in the blank lines in the Rate Table above to show all the available options for each waste stream. (These may include, but are not limited to recycling treatments, fuels, bleaching, landfill, re-use, incinerations, etc.)
3. Fill in Column 3 (Cost) for all entries. Be specific (e.g., per barrel, per gallon, etc.). See RFP Para 4.3 Proposal Contents, Tabbed Section 7D.
4. Use Column 4 (Packing Method/Notes) to describe any other packing methods your Proposal will offer for a waste stream as another entry (use empty lines on Table above, if necessary). Please be very specific as to what kind of packing method and container will be required for each management option.
5. It will be assumed that the Rate Table constitutes the entirety of waste management options your firm is offering through this Proposal. Therefore, all waste management options your company wishes to offer through this proposal must be shown on the Rate Table with all columns correctly filled out.

Any entries not completely filled out will not be considered when evaluating the Proposals.

ATTACHMENT 4  
PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY / [CONTRACTOR]  
[Moderate Risk Waste Transportation and Disposition Management Services]

**THIS CONTRACT** is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**COUNTY**," and **[NAME OF COMPANY]**, with its principal offices at [contractor address], hereinafter "**CONTRACTOR**."

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

1. **DURATION OF CONTRACT**

The term of this Contract shall begin on the date last executed below and shall terminate on [enter completion date].

This contract shall be for a maximum of five (5) years including: one 1-year option and four 1-year option renewals. Option renewals shall be at the sole discretion of the County. The contract period of performance will be extended through an Amendment to the contract.

2. **SERVICES PROVIDED BY THE CONTRACTOR**

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

The CONTRACTOR shall perform the following services:

[Moderate Risk Waste Transportation and Disposition Management Services]

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

ATTACHMENT 4

3. **SERVICES PROVIDED BY THE COUNTY**

In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:

- a. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.
- b. Coordination with other County Departments or other Consultants as necessary for the performance of the CONTRACTOR'S services.
- c. Services documents, or other information identified in Exhibit A.

4. **CONTRACT REPRESENTATIVES**

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

- a. For CONTRACTOR:

Name of Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

- b. For COUNTY:

Name of Representative: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City, State and Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

ATTACHMENT 4

5. **COMPENSATION**

a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed **[\$1,500,000.00]**, unless otherwise amended.

b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.

c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.

d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.

e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the contract with variances only for technical or minor omissions or defects.

f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

6. **AMENDMENTS AND CHANGES IN WORK**

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

b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

ATTACHMENT 4

**7. HOLD HARMLESS AND INDEMNIFICATION**

a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including 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 CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, 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 COUNTY, 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 benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. 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.

**8. INSURANCE**

a. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than **[\$1,000,000]** per loss.

The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

ATTACHMENT 4

b. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence of coverage to the Thurston County Risk Management Division.

The CONTRACTOR shall send to Thurston County at the end of each quarter written verification that premium has been paid to the Washington State Department of Labor and Industries for Industrial Insurance coverage. Alternatively, the CONTRACTOR shall provide certification of approval by the Washington State Department of Labor and Industries if self-insured for Workers Compensation.

c. **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 **[\$1,000,000]** per loss. The general aggregate limit shall apply separately to this Contract and be no less than **[\$2,000,000]**.

- i. The CONTRACTOR shall provide Commercial General Liability coverage which does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.
- ii. The CONTRACTOR'S Commercial General Liability insurance shall include the COUNTY, its officers, officials, employees and agents with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- iii. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. An acceptable form of evidence is the endorsement pages of the policy showing the COUNTY as an additional insured.
- iv. If the CONTRACTOR'S liability coverage is written as a claims made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three-year period after project completion, or otherwise maintain the coverage for the three-year period.
- v. If the Contract is over \$50,000 then the CONTRACTOR shall also maintain Employers Liability Coverage with a limit of not less than \$1 million.

d. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than **[\$5,000,000]** each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired, and non-owned automobiles.

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

ATTACHMENT 4

**f. Other Insurance Provisions:**

- i. The CONTRACTOR'S liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees, and agents.
- ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees, or agents.
- iii. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. 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.
- v. 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.
- vi. 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.

**g. 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-, 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. 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.
- ii. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Attn: Risk Analyst  
Human Resources  
2000 Lakeridge Drive S.W.  
Olympia, Washington 98502

- iii. The CONTRACTOR shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate will, at a minimum, list limits of liability and coverage.

Contract No.:  
Project Title:



ATTACHMENT 4

The certificate will provide that the underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

- iv. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Thurston County Risk Management Division.

9. **TERMINATION**

a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines, in its sole discretion, that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.

b. In the event funding for this project is withdrawn, reduced, or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY 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) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

10. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.

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

ATTACHMENT 4

11. **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.

12. **INDEPENDENT CONTRACTOR**

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

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

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

d. The CONTRACTOR shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

e. 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 so from the COUNTY'S contract representative or designee.

13. **COMPLIANCE WITH LAWS**

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

14. **INSPECTION OF BOOKS AND RECORDS**

The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

ATTACHMENT 4

15. **NONDISCRIMINATION**

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

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

a. Material produced in the performance of the work under this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.

b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

17. **DISPUTES**

Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions, and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to the CONTRACTOR'S right to seek judicial relief pursuant to Section 18.

18. **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.

19. **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

ATTACHMENT 4

affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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

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

20. **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.

21. **NOTICES**

Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three 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.

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

CONTRACTOR:	Thurston County, Washington
Firm: _____	By: _____
By: _____	Title: _____
Signature: _____ (Authorized Representative)	
Date _____	Date _____
Title: _____	
Address: _____ _____	

**Approved as to Form by the Prosecuting Attorney's Office**  
Reviewed 1/5/05

Contract No.:  
Project Title:

ATTACHMENT 4  
EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ **[CONTRACTOR]**

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

**SCOPE OF SERVICES**

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

**[list scope of services or tasks to be performed]**

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (SERVICES PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

**[list scope or tasks to be performed]**

ATTACHMENT 4  
EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ **[CONTRACTOR]**

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

**COMPENSATION**

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

**[state lump sum amount and additional break-out if available]**

SAMPLE

**ATTACHMENT 5**  
**RELEVANT PROJECT/SERVICES EXPERIENCE**  
 This section to be completed by **Proposer**

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

**ATTACHMENT 5  
 PAST PERFORMANCE QUESTIONNAIRE**

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

*NOTE: Please use adjectival ratings from attached sheet.*

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

Would you select this firm again? Please explain. (Attach additional sheet if necessary.)	
Name & Date:	Title:



**ATTACHMENT 5  
PAST PERFORMANCE RATING GUIDELINE**

**Rating: Exceptional**

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

Note: To justify an Exceptional rating, identify multiple significant events and state how these events were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating.

**Rating: Very Good**

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

Note: To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government.

**Rating: Satisfactory**

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

Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems that the Contractor recovered from without impact to the contract or order.

**Rating: Marginal**

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

Note: To justify Marginal performance, identify a significant event in each category that the Contractor had trouble overcoming, and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

**Rating: Unsatisfactory**

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

Note: To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming, and state how these events impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an Unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the Contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

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

**ATTACHMENT 6**  
**KEY PERSONNEL RESUME FORMAT**

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

(a) Name:

\_\_\_\_\_

(b) Current Position/Title:

\_\_\_\_\_

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

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

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

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

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

(g) Education:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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