



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

REQUEST FOR PROPOSAL (RFP) 034-2021-WR-R003
BIOSOLIDS HAULING & DISPOSAL

Solicitation Documents

RFP Issuance Date: November 23, 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 December 23, 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

Pre-Proposal Conference/Site Visit

There will be no scheduled Pre-Proposal Conference or tour of the sites

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
BIOSOLIDS HAULING & DISPOSAL**

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RFP NO. 034-2021-WR-R003
BIOSOLIDS HAULING & DISPOSAL

ACRONYMS AND ABBREVIATIONS

BUF	Beneficial Use Facility
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
PT	Pacific Time
RCW	Revised Code of Washington
RFP	Request for Proposal
SBR	Sequencing Batch Reactor
TSDF	Treatment, Storage, and Disposal Facility
WAC	Washington Administrative Code
WWTP	Wastewater Treatment Plant

RFP NO. 034-2021-WR-R003
BIOSOLIDS HAULING & DISPOSAL

SECTION 1 – INTRODUCTION/PURPOSE

1.1 INTRODUCTION

Thurston County, Washington, Department of Public Works, Water Resources Division is soliciting Proposals from qualified firms or individuals to provide transportation and final disposal of wastewater treatment plant (WWTP) biosolids in Washington State.

1.2 PURPOSE

It is the purpose of this solicitation to secure services from a single qualified firm or individual that will provide biosolids hauling and disposal services on a routine and continuous basis for a term of five (5) years.

1.3 MINIMUM QUALIFICATIONS:

Following are the minimum qualifications and licensing requirements that proposing 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 biosolids waste transportation and disposal services.

C. Proposers must demonstrate a minimum of three (3) years of experience in the providing of services for hauling and disposal of WWTP biosolids.

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. Proposers must not have had any contracts terminated for cause or terminated for default by a government agency in the 5 years prior to the proposal submittal date.

F. Proposers must not have had any lawsuits with judgments against the Proposer in the five years prior to the Proposal submittal date.

G. Qualified firms should have expertise in working with local government in Washington State and expertise in complying with relevant provisions of Washington State and local law.

1.4 PROCUREMENT NOTIFICATION:

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

SECTION 2 – OVERVIEW OF SERVICES REQUESTED

2.1 DESCRIPTION

Thurston County, Washington, requests Proposals from qualified firms or individuals to provide transport and disposal (by means of beneficial use) of wastewater treatment plant biosolids in Washington State.

2.2 BACKGROUND INFORMATION

Thurston County Public Works owns and operates three activated sludge wastewater treatment plants currently producing roughly 30-50 dry tons of solids annually. Two sequencing batch reactor (SBR) package plants, located in the Tamoshan and Boston Harbor communities in northern Thurston County, are operated to treat sewage and septic tank effluent from small residential populations with a total of 420 service connections. These plants both have minimal solids treatment capacity and do not produce Class B biosolids. Both WWTPs are operated to store and thicken waste sludge which is then transported to the County's larger Grand Mound WWTP or other area WWTPs for further treatment. Ultimately all biosolids produced at County owned facilities are removed and transported for beneficial use (or for further treatment) by a contractor.

The Grand Mound WWTP is an oxidation ditch plant able to treat approximately 0.380 million gallons per day (MGD) of residential and commercial wastewater. The Grand Mound WWTP has a solids treatment process that is able to produce Class B biosolids.

Thurston County currently partners with Three Rivers Regional Facility in Kelso, the City of Aberdeen, and with the City of Shelton who accept Class B biosolids or non-class sludge at negotiated rates on a per gallon basis. Biosolids are transported to these facilities to be processed to Class A biosolid standards and offered to the public or sent to a Class B Beneficial Use Facility (BUF) for land application. Thurston County encourages interested Proposers to identify other appropriate alternatives for cost effective disposal of biosolids.

The transport of all excess solids, whether between County owned WWTPs, from County owned WWTPs, to other WWTPs for further treatment, or directly from WWTPs to BUFs shall be performed under the services contract resulting from this RFP.

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 **\$750,000.00**. 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 (gallons) identified on the manifest for wet and dry sludge or hours for other services.

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

C. The negotiated rate schedule will be incorporated into the executed Professional Services Contract (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	11/23/2021
Pre-Proposal Inquiries Due	12/16/2021
Proposals Due	12/23/2021
Proposal Evaluations/Negotiations	1/06/2022
Executed Contract	2/11/2022

3.2 PRE-PROPOSAL CONFERENCE/SITE VISIT

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

3.3 PRE-PROPOSAL INQUIRIES AND ADDENDUM

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

All pre-proposal Inquiries (PPIs) 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 **December 16, 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 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 of the proposed services until a valid written contract is awarded and approved by the appropriate authorities.

3.10 EXPENSES INCURRED

The County will not be responsible for any costs associated with participation in this RFP to include, but not limited to, preparation, submission, or presentation; interviews, if held; negotiation process; and contract execution. All expenses related to the Proposal are 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 with its Proposal, an exact duplicate of the original Proposal on USB Flash Drive in Adobe Acrobat™ format Version 7.0 or higher. If multiple flash drives are used, Proposer shall label the content on each disk/drive. Each package shall be clearly marked on the outside with the following label:

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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 – PROPOSAL FORM 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 Proposer’s Qualifications and Experience

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

General Information

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

- A description and history of the Proposer including general expertise and experience, size, facility, equipment, and service locations.

- A list of current applicable state and federal permits, licenses, certifications, accreditations, and/or credentials for the Proposer and Proposer's employees or other entities that demonstrate competency for the work that will be performed under the contract.
- A list identifying any citation, notice of violation, administrative order, court order, judgment, or other evidence of enforcement action by any regulatory entity or agency involving the Proposer, Proposer'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 Proposer's Certificate of Insurance.
- Any additional information the Proposer feels is relevant to the general qualifications of the Proposal.

TABBED SECTION #4: Recent Relevant Project 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 PROJECT EXPERIENCE/PAST PERFORMANCE QUESTIONNAIRE.

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: TECHNICAL APPROACH

Include the following information in this section, which shall not exceed fifteen (15) pages for Items A, B & C. No page limit on Items D, E, F & G.

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

- B. Provide a Work Plan consistent with applicable local, state, and federal laws and regulations.
- (1) Describe plan of operation for site access, loading, hauling, unloading and disposal of Class B biosolids and/or non-class biosolids from Thurston County wastewater facilities at Boston Harbor, Grand Mound and Tamoshan.
 - (2) For contractor proposed beneficial use facilities, submit documentation showing the sites are state approved for land application of Class B biosolids and that they maintain Owner's Pollution Legal Liability coverage.
 - (3) Include work schedule and breakdown of tasks necessary to maintain compliance .
 - (4) Provide the specifics of the transport vehicle(s) used for collection and transport of material.
 - (5) Provide an estimate of the combined mileage from the contractor's base of operations to each wastewater treatment plant and from each wastewater treatment plant to each disposal facility.
- C. Address challenges/risks and how those will be mitigated.
- D. Provide a sample of the invoicing and documentation procedures your company would use if awarded a contract.
- E. Provide a copy of Proposer's Driver Training Program, and Proposer's transportation and driver safety record.
- F. Provide a copy of the Table of Contents of the Health and Safety Plan and a copy of the Emergency and Spill Procedures.
- G. Provide documentation of any national or local sustainability initiatives in which the Proposer has participated.

TABBED SECTION #6: Rates/Offerings

- A. Complete the Rate Schedule in Attachment 3 – Biosolids Hauling & Disposal Rate Schedule.
- (1) Propose for each WWTP of origin and disposal site a per gallon rate to include loading, hauling, unloading, fees, taxes, and all associated work as well as contractor reporting and administrative costs.
 - (2) For purposes of this RFP, the contractor may assume Class B or non-class biosolids to be hauled are 2%-4% solids.
- B. Add to the Rate Schedule other appropriate alternative cost-effective disposal methods/sites not currently listed, including the per gallon rate.

SECTION 5 - EVALUATION AND SELECTION

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

5.1 INITIAL SCREENING OF PROPOSALS

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

5.2 EVALUATION CRITERIA

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

EVALUATION CRITERIA	POINTS
Minimum Qualifications identified in para 1.3 have been met	Go/No Go
<p>Proposer’s Qualifications and Experience</p> <p>Proposer has the appropriate facilities, size, equipment, and location for efficiently providing services.</p> <p>Proposer has the expertise and experience that meet the needs of the County.</p> <p>Proposers with specific experience related to the operation or permitting of BUFs may be rated higher.</p> <p>Proposer has demonstrated regulatory compliance with minimal violations.</p>	20
<p>Project/Services Experience and Past Performance</p> <p>The Proposer demonstrated recent relevant experience for similar services with other clients.</p> <p>The Proposer received positive evaluations on performance in terms of Quality, Timeliness, Cost/Budget, Management/Business Relations, Regulatory and Overall Customer Satisfaction from References.</p>	15
<p>Technical Approach</p> <p>The management approach is practical and efficient.</p> <p>Challenges and risks are appropriately identified with a reasonable mitigation plan.</p> <p>The work plan demonstrates a basic understanding of the services being requested and the contractor’s capacity to accomplish the work within lawful parameters at the rates proposed. Resources are adequate and transport vehicles for collection and hauling are appropriate.</p> <p>Invoice procedures demonstrate accuracy in billing.</p> <p>Driver Training Program is effective, and the Proposer has a good safety record.</p>	20

Health & Safety Plan and Emergency and Spill Response procedures are comprehensive and practical.	
<p>Environmental Sustainability</p> <p>This criterion will be evaluated based on the details on the technical approach provided by the Proposer. Preference will be shown for Proposals that minimize vehicle miles driven for hauling biosolids.</p> <p>Proposer has participated in national and local sustainability initiatives and practices.</p>	5
<p>Rates/Offerings</p> <p>Proposed rates are realistic and reasonable.</p> <p>Preference will be shown for Proposals that include other appropriate cost-effective means and methods.</p>	40
TOTAL	100

5.3 INTERVIEWS

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

5.4 EVALUATION PROCESS

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

5.5 SELECTION AND NEGOTIATION

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

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

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

5.6 BOARD APPROVAL AND CONTRACT EXECUTION

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

Once the County has finalized and issued the 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
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

Environmental Pollution Liability	\$2,000,000 each occurrence \$5,000,000 annual aggregate
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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 4.3 of this solicitation.

Attachment 3 Pricing/Rate Form - The Biosolids Hauling & Disposal Rate Schedule must be completed in its entirety.

ATTACHMENT 1

Statement of Work

1.0 INTRODUCTION/BACKGROUND

Thurston County owns and operates three activated sludge Wastewater Treatment Plants (WWTP) currently producing roughly 30-50 dry tons of solids annually. Two package plants, located in the Tamoshan and Boston Harbor communities in northern Thurston County, are operated to treat sewage and septic tank effluent from small residential populations with a total of 420 service connections. These plants both have minimal solids treatment capacity and do not produce Class B biosolids. Both WWTPs are operated to store and thicken waste sludge which is then transported to the County’s larger Grand Mound WWTP or other area WWTPs for further treatment. Ultimately all biosolids produced at County owned facilities are removed and transported for beneficial use (or for further treatment) by a contractor.

The Grand Mound WWTP is an oxidation ditch plant able to treat approximately 0.380 million gallons per day (MGD) of residential and commercial wastewater. The Grand Mound WWTP has a solids treatment process that is able to produce Class B biosolids.

Thurston County partners with Three Rivers Regional Facility, the City of Aberdeen, and with the City of Shelton who accept Class B biosolids or non-class sludge at negotiated rates on a per gallon basis. Biosolids transported to these facilities are either processed to Class A biosolid standards and offered to the public or sent to a class B beneficial use facility (BUF) for land application.

The transport of all excess solids, whether between County owned WWTPs, from County owned WWTPs to other WWTPs for further treatment, or directly from WWTPs to BUFs shall be performed under this contract.

The County anticipates the need for these services on a recurring weekly basis over the next several years. Table 1 provides WWTP historical data on the annual amount of sludge transported and disposed over a 3-year period.

Table 1 –Past Transport Quantities

	Past Transport Quantities		
	2018	2019	2020
WWTP of Origin	dry ton/yr	dry ton/yr	dry ton/yr
Tamoshan	3.39	3.68	3.98
Boston Harbor	2.89	2.01	1.56
Grand Mound	25.83	39.32	22.38

2.0 SITE PARTICULARS

A. Hours of Operations

08:00a.m- 4:00p.m. Pacific Time

B. Security/Access

The County will provide wastewater treatment plant site access, operate process control valves, and assist the contractor on plant site as necessary.

C. Limitations

The Tamoshan WWTP site is not accessible by heavy duty trucks (Class 7, Class 8, and tractor/trailer combinations). Proposers should consider the use of either a self-owned or subcontracted medium duty truck as either a liquid waste transfer vehicle or for full transport from Tamoshan to the destination facility.

3.0 COUNTY PROVIDED INFORMATION

A. The County will provide analytical results from sampling and testing of biosolids generated at each of the County owned and operated WWTPs. Analysis will be in accordance with WAC 173-308 and will include:

- Pollutant Limits (WAC 173-308-160)
- Biosolids Bulk Notification requirements (WAC 173-308-120)
- Pathogen Reduction 0/VAC 173-308-170
- Vector Attraction Reduction (WAC 173-30-180)

Analytical results will be provided to the contractor at least annually, or as otherwise necessary to demonstrate biosolids quality.

4.0 SCOPE OF WORK

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

- A. Load, haul, unload, and dispose of biosolids generated at each of the County owned and operated wastewater treatment plants located at Grand Mound, Boston Harbor and Tamoshan.
- B. Provide the following documentation for each load hauled:
 - 1) Treatment plant of origin
 - 2) Quantity hauled
 - 3) Estimated percent solids concentration as provided by the County
 - 4) Biosolids quality (Class B, non-Class B) as provided by the County; and
 - 5) Final disposal site/facility.
- C. Provide an annual summary report documenting previous year's work activities under this Contract. This report shall be site specific with respect to origin and disposal facilities.
- D. Final disposal shall meet all regulations and best management practices consistent with applicable

local, state, and federal laws and regulations.

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

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

5.0 SCHEDULING/RESPONSE:

Contractor shall provide biosolid hauling and disposal services on an as needed basis according to the estimated frequency schedule below:

- Grand Mound – weekly
- Tamoshan – every 3 months
- Boston Harbor – every 4 months

No minimum is guaranteed, but every effort will be made to have the following gallon minimum per load.

- Grand Mound: 10,000 gallons
- Tamoshan and Boston Harbor: 4,500 gallons

The County will contact the contractor when a pickup is ready. Contractor shall respond within 7 calendar days after notification.

6.0 PREVAILING WAGES

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

**ATTACHMENT 2
PROPOSAL FORM**

**REQUEST FOR PROPOSAL (RFP) NO. 034-2021-WR-R003
Bio-Solids Hauling & Disposal**

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. PT on December 23, 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/rfprfq.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
Biosolids Hauling & Disposal
RATE SCHEDULE**

Proposals shall provide a per gallon rate for transport of Class B biosolids from the Grand Mound WWTP to each facility listed. The Proposer is encouraged to identify up to three other cost-effective locations which are currently permitted for disposal of Class B or non-class solids. Please complete the tables below by entering transport only pricing for the primary and secondary sites. For any contractor identified sites, enter separate pricing proposals for the transport and disposal elements.

Site Preference	Facility Name	Transport Rate, \$/gal.	Dispose/Beneficial Use, \$/gal.
Primary	B.U.F		
Secondary	Three Rivers WWTP		Paid by T.C.
Alternate #1	Shelton WWTP		Paid by T.C.
Alternate #2	Aberdeen WWTP		Paid by T.C.
Alternate #3			
Alternate #4			
Alternate #5			

Waste Activated Sludge (non CI-B)	Destination					
	Grand Mound	Three Rivers	Shelton			
Origin	Rate, \$/gal.	Rate, \$/gal.	Rate, \$/gal.	Rate, \$/gal.	Rate, \$/gal.	Rate, \$/gal.
Tamoshan						
Boston Harbor						

Proposals shall provide a per gallon rate for the transport (load, haul, unload) to all facilities and a per gallon rate for the disposal consisting of offloading at a beneficial use facility (BUF) or WWTP for further treatment. Unit prices shall include all management, equipment, labor, fees, taxes, and any other costs. For those disposal sites secured by the County under interlocal agreements, proposals shall include service fees for loading, hauling and unloading only (\$/gallon); no disposal fees. In addition, interested contractors are encouraged to propose up to three alternate disposal sites for which it would contract directly, those costs being reflected in the proposed service fees for disposal.

PLEASE COMPLETE THIS COST PROPOSAL SHEET AND INCLUDE WITH THE PROPOSAL SUBMITTAL

Attachment 4
PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY / [CONTRACTOR]
[Bio-Solids Hauling & Disposal]

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:

[Bio-Solids Hauling & Disposal]

- 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.

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: Kevin Patching

Title: Utilities Supervisor

Mailing Address: 9605 Tilley Road South

City, State and Zip Code: Olympia, WA 98512

Telephone Number: 360-867-2288

Fax Number: _____

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

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 **[\$750,000.00]**, 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.

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.

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.

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. 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.

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.

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 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: _____

Jennifer D. Walker, PMP

By: _____ Title: Director, Public Works

Signature: _____
(Authorized Representative)

Date _____

Date _____

Title: _____

Address: _____

Approved as to Form by the Prosecuting Attorney's Office

Reviewed 1/5/05

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ **[CONTRACTOR]**
[Bio-Solids Hauling & Disposal]

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]

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ [CONTRACTOR]

[Bio-Solids Hauling & Disposal]

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]

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

Project/Services Title:	Dates of Service:
Location:	Original Contract Amount \$ Final Contract Amount: \$
Contract Type: _____ Firm Fixed Price ___ Cost ___ Other (Specify)	Number of Change Orders:
Primary _____ Subcontractor _____	Total Dollar Value of Change Orders \$
	Complexity of Project/Service _____ Difficult _____ Routine
Reference/Owner Contact Information:	
POC Individual Name	POC Title
POC Organization Name	POC Address
POC Phone Number	POC Email

Summary of Actual Performance Under Scope

Describe type of work, tasks performed, and challenges to demonstrate relevant experience characteristics similar to Thurston County Public Works Water Resources Division Bio-Solids Hauling & Disposal 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 owner's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

Note: To justify an Exceptional rating, identify multiple significant events and state how these events were of benefit to the owner. 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 owner's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.

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

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 owner. 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 owner. 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.