



THURSTON COUNTY
WASHINGTON
SINCE 1852

**REQUEST FOR PROPOSALS
RECYCLE AND SHREDDING SERVICES
CENTRAL SERVICES DEPARTMENT**

Issued: December 2, 2016

Due: December ~~4~~²7, 2016 @ 3:00 P.M.

Building 1, Room 032
2000 Lakeridge Drive SW
Olympia, WA 98502-6045

STATEMENT OF PURPOSE

Thurston County Central Services Department is seeking a contractor to provide services for collection, transportation and processing of recyclable materials obtained through its' in-house recycling program.

Thurston County has approximately 30 owned and leased locations which require a variety of recycle and shredding services. Location and service levels will be subject to change as business needs change.

PROJECT SCOPE AND CONDITIONS

The successful proposer shall provide all equipment, materials, supplies, and labor to successfully carry out the requirements of this service agreement as outlined in subsequent sections.

Materials to be collected include the following: Office grade paper, shredded paper, mixed paper, corrugated cardboard, co-mingled items including: aluminum cans and ~~other metals~~ tin cans, milk cartons and drink boxes, glass, and plastic bottles. The Proposer shall provide services based on the existing servicing practices as described below:

Cardboard: The County provides fenced surrounds outside County offices. County employees take the cardboard to the centrally located surrounds. The proposer shall submit a proposal which includes the proposer picking up recyclable materials from collection containers outside the buildings.

Co-mingle: The County provides centrally located containers inside all County offices. Janitorial staff transfer the full containers outside to a centralized area for pickup. The Proposer shall submit a proposal which includes the proposer's employees transferring collected recyclable material from the containers ~~inside~~ outside the buildings directly into service vehicles.

Paper: County employees empty desk side containers into centrally located "toters" inside the buildings. Janitorial staff transfer the full containers outside to a centralized area for pickup. The proposer shall provide centrally located 50 and 90 gallon wheeled "toters" inside all County offices. ~~The proposer shall submit a proposal which includes the proposer's employees transferring collected recyclable material from the "toters" inside~~ outside the buildings directly into service vehicles.

Shredded Material: The proposer shall submit a proposal which includes the proposer's employees collecting locked bins from County offices and transferring the bins to their on-site shredding truck, unlocking the bin to shred the content, shredding the content and locking the bin back up, then replacing the bin back to its original location.

Organics: The proposer shall submit a proposal which includes the proposer's employees collecting organics in containers with organic materials from collection containers outside the buildings.

SPECIFICATIONS

The services to be performed are set forth below and are described in further detail in Exhibits A and B.

Waste materials collected and disposed of will consist of all recyclable materials generated or collected by COUNTY at the locations specified in Exhibit C.

Recycling services shall be made available to the COUNTY on a weekly, semi-weekly, bi-weekly and monthly basis depending on the type of material.

The selected proposer will be responsible to provide and maintain containers and signs that describe acceptable recycle materials for each container in good condition and working order. Damage, other than normal wear and tear, resulting from proposer handling will be the responsibility of the Proposer to repair or replace at the Proposer's expense.

Hauling schedules will be mutually agreed upon between the selected proposer and the County to ensure that recyclable materials are removed in a timely and efficient manner with the least impact to each facility with regards to traffic, parking, business hours, noise disruption or other factors. A routine hauling schedule shall be established no later than six weeks after contract execution. The schedule shall detail the pickup day and frequency per commodity type for each location.

Do not include Washington State Sales Tax in the proposal.

In addition to the above, the content from the Professional Services Contract Scope of Services (Exhibit A) is incorporated into this document and shall be considered as part of the Specifications.

SUBMISSION OF PROPOSALS

By no later than 3:00 PM on December ~~19~~27, 2016, submit 2 copies of requested information to:

Julie DeRuwe, Facilities Services Manager
Thurston County Central Services
2000 Lakeridge Drive SW, Bldg. 1, Room 032
Olympia, WA 98502-6045

No information other than that set forth in this document and its attachments will be available prior to submitting responses.

Responses received after the deadline will be returned to sender, unopened. Oral, faxed or e-mailed responses will not be accepted.

Approximate Schedule and Process	Target Date(s)
Proposals received no later than 3:00 PM	December 19 <u>27</u> , 2016
Review of All Proposals	December 20 <u>28</u> , 2016
Selection of Finalist	December 22 <u>29</u> , 2016
Negotiate Contract	December 23 <u>29</u> , 2016
Execute Contract	December 29 <u>30</u> , 2016

Note: The above schedule is estimated and is subject to change

Following receipt of proposals, the County may request clarification and/or additional information from Proposers regarding specific qualifications or technical or contractual

matters.

CONTRACT

Upon the acceptance of a Proposal, Thurston County will prepare and submit a contract to the successful proposer for signing. (See sample contract, as Appendix A, which contains required contractual language.) The Contract will define the relationship between the County and the selected Proposer. The Contract will commence from execution and continue for a period of 12 months, In the event that the successful proposer fails, neglects or refuses to negotiate and/or execute the contract within 30 business days after receiving the original contracts from Thurston County, Thurston County may at its option terminate and cancel its action in awarding the contract and the contract shall become null and void and of no effect.

If Thurston County is unable to negotiate and execute a contract with the successful proposer, Thurston County reserves the right to open contract negotiations with the second highest scoring proposer.

Incorporated by reference into the contract which is to be entered into by Thurston County and the successful proposer pursuant to this Proposal will be (a) all of the information presented in or with this Proposal and the proposer's response thereto, and (b) all written communications between Thurston County and the successful proposer whose Proposal is accepted. A designated official of the vendor and Thurston County shall execute the contract.

COST OF PROPOSALS

Costs incurred in preparing and presenting the proposal may not be charged to Thurston County.

REJECTION OF PROPOSALS

The Board of County Commissioners retains the right to reject any or all proposals for good cause and in particular to reject a proposal not accompanied by any data required by the Request for Proposals or a proposal in any way materially incomplete or irregular.

PROCEDURES WHEN ONLY ONE PROPOSAL IS RECEIVED

In the event only a single responsive proposal is received, the County reserves the right to conduct an analysis of all evaluation criteria submitted in such proposal. The sole Proposer shall provide such information, data and other documentation as deemed necessary for such analysis. The County reserves the right to reject such proposal.

WITHDRAWAL OR MODIFICATION

The Proposer has no right to withdraw or modify the proposal for any reason whatsoever after the time set for the opening thereof, unless the award of the Contract is delayed for a period exceeding forty-five (45) calendar days from the time set for opening of the proposals.

NONDISCRIMINATION

Thurston County hereby notifies all respondents that it will affirmatively ensure that all will be afforded full opportunity to submit proposals in response to this invitation 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.

RELEASE AUTHORIZATION FOR REFERENCE CHECK

Proposing firms shall complete and submit the enclosed form entitled "RELEASE AUTHORIZATION FOR REFERENCE CHECK". An authorized representative of the firm must sign the statement.

ALL PROPOSERS MUST COMPLETE THIS SECTION

Proposer shall provide the information requested below for a minimum of three (3) customers. Customers should have been, or currently be, under contract with proposer to receive services similar to those described in this RFP. References will be verified. The proposer authorizes the below listed references to provide written and/or verbal responses to Thurston County regarding the proposers work.

REFERENCE 1:

Firm Name: _____

Address: _____

Type of Service Provided: _____

Contact Name: _____

Contact Phone No.: _____

REFERENCE 2:

Firm Name: _____

Address: _____

Type of Service Provided: _____

Contact Name: _____

Contact Phone No.: _____

RELEASE AUTHORIZATION FOR REFERENCE CHECK

By signing below the proposer authorizes Thurston County to contact present or past customers to request information and feedback regarding the proposer's performance/service(s). The proposer authorizes Thurston County to photocopy this signed form to use in lieu of the original.

Firm Name: _____

Signature of Authorized Representative: _____

Typed name and title: _____

SAMPLE
PROFESSIONAL SERVICES CONTRACT
THURSTON COUNTY/_____

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 _____, with its principal offices at _____, 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 _____.

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: Collection, transportation and processing of recyclable materials obtained through its' in-house recycling program.

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: _____
Title: _____
Mailing Address: _____
City, State and Zip Code: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____

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 \$_____.

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 attorney's 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 \$_____ 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 \$_____ per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$_____.

- 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 as additional insureds with respect to performance of services, and shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.
- 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 \$_____ each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

e. **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.

f. 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 certificated 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 that 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 of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be 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 or military 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: _____ SAMPLE _____

By: _____

By: _____ do not sign _____

Title: _____

Signature: _____
(Authorized Representative)

Date _____

Date _____

Title: _____

Address: _____

Approved as to Form:

JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
Deputy Prosecuting Attorney

EXHIBIT A

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ _____

SCOPE OF SERVICES

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

a. The CONTRACTOR shall service and deliver containers for all collected recyclables at locations detailed in Exhibit C. Unless otherwise specified, full containers shall not be removed without being replaced with an empty container. Service shall be defined as emptying a full or near full container and collecting the materials ~~inside~~ outside, then re-placing the empty container. Locations and service levels are subject to change.

b. The CONTRACTOR shall establish a permanent hauling schedule for all materials no later than six weeks after Contract execution. The schedule shall detail the pickup day and frequency per commodity type for each location. A copy of the hauling schedule shall be provided to the County Program Representative as detailed in Exhibit A, Section 2.b.

c. The waste materials to be collected and disposed of by CONTRACTOR pursuant to this Contract will consist of all recyclable materials generated or collected by COUNTY at the locations specified in Exhibit C.

d. The CONTRACTOR agrees to notify the County Program Representative immediately by phone if a scheduled pick-up is missed. If the COUNTY determines that the missed pick-up is critical due to location or space, the COUNTY shall instruct the CONTRACTOR to collect the missed items within 24 hours, if possible, at no additional charge. If the COUNTY discovers that a scheduled pick-up is missed without notification by the CONTRACTOR the COUNTY shall notify the CONTRACTOR by phone or e-mail, provide the name and location of the missed pick-up and the CONTRACTOR shall provide pick-up within the next county business day.

e. Communication and feedback are essential to providing the appropriate level of service to county facilities. If service levels require adjustment, because of half full containers, overflowing containers, too many or not enough containers the CONTRACTOR'S driver shall report the discrepancy to the COUNTY. The CONTRACTOR shall notify and discuss service changes with the Program Representative prior to making any changes. The COUNTY shall not be responsible for service changes, including additional pick-ups resulting in charges that were not pre-authorized by the COUNTY Representative or its designee.

~~f. Desk-side bins shall be provided to the COUNTY at no additional charge. Equipment furnished hereunder by CONTRACTOR shall remain the property of CONTRACTOR; provided, however, COUNTY acknowledges that it has care, custody and control of the equipment while at COUNTY's location and accepts responsibility for~~

~~all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from CONTRACTOR's handling of the equipment) and for its contents.~~

g. The CONTRACTOR shall be responsible for initial distribution of keys for locking shred containers. Keys shall be provided exclusively to either the Program Representative or the Central Services Director. The CONTRACTOR shall not give keys to any other County employee or representative for any reason. Changes to the named parties for key distribution, or the process outlined herein may be made only by written amendment and shall be signed by all parties in advance. Containers shall be locked at all times including the servicing trips to and from the shredding vehicle. The CONTRACTOR shall place the locked container back to its originating location.

h. The CONTRACTOR agrees that all paper removed and shredded from the locked shredding containers shall be shredded and recycled and shall not be mixed with other material.

i. Recycling services shall be made available to the COUNTY on a weekly, semi-weekly, bi-weekly and monthly ~~and on-call basis depending on the type of material.~~

j. Nature of Waste. The waste materials to be collected and disposed of by CONTRACTOR pursuant to this Contract consists of all recyclable materials generated or collected by COUNTY at the locations specified on Exhibit C attached hereto (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and COUNTY agrees not to deposit in CONTRACTOR's equipment or place for collection by CONTRACTOR any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Title to and liability for any Excluded Waste shall remain with COUNTY. The CONTRACTOR shall immediately notify the County Program Representative (identified below in Sec 2.b.) in the event of the CONTRACTOR'S discovery of any suspected contamination from any of the above listed excluded waste material.

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):

a. The COUNTY shall provide to the CONTRACTOR a list of buildings and locations for services.

b. The COUNTY shall provide to the CONTRACTOR the name and contact information of a County Program Representative to be responsible for activities detailed in Exhibit A.

Program Representative: Julie DeRuwe

Telephone Number: 360-786-5497

Fax Number: 360-786-5140

E-mail Address: deruwej@co.thurston.wa.us

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):

COUNTY agrees, to the best of its ability, to provide unobstructed access to the containers on the scheduled collection day. If the containers are inaccessible, so that the regularly scheduled pick-up cannot be made, the CONTRACTOR shall promptly notify the COUNTY and afford the COUNTY a reasonable opportunity to provide the required access.

EXHIBIT B

PROFESSIONAL SERVICES CONTRACT

THURSTON COUNTY/ _____

COMPENSATION

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

A flat rate of \$ _____ per month shall be charged. Monthly fees assume a continuation of current levels of service. Significant increases or decreases in levels of service shall be reflected in corresponding rate adjustments to be agreed upon by each party.

The services outlined below shall be included in the flat rate:

Shredding, Office grade paper, shredded paper, mixed, corrugated cardboard, co-mingled items including: aluminum cans and ~~other metals~~ tin cans, milk cartons and drink boxes, ~~glass~~, and plastic bottles.

The CONTRACTOR shall not invoice the COUNTY for any services, or level of service provided to any location above and beyond the agreed upon flat rate.

a. Fees shall not exceed the flat rate. All contractor-owned containers are provided at no cost to the COUNTY and remain the property of the CONTRACTOR.

~~b. Shredding of non-paper media may be added to the program if a particular department has a need for the service. The first 250 pounds will be included in the flat rate of the CONTRACTOR'S Certified Green Program per year. Additional poundage will be subject to standard disposal charges through the CONTRACTOR after destruction.~~

c. Invoices shall contain charges for one month of services, CONTRACTOR shall be responsible for mailing all invoices without delay and to the following address: Thurston County Central Services Department, Attn: Accounts Payable, 2000 Lakeridge Drive SW, Bldg. 1, Room 035, Olympia, Washington 98502-6045. COUNTY shall only be responsible for timely payment of invoices mailed in the manner described herein and to the address described in detail above. COUNTY requires detailed billing information in order to pay invoices. COUNTY reserves the right to request faxed copies of missing invoices from CONTRACTOR. CONTRACTOR shall provide faxed copies the same business day as requested, or no later than noon of the next business day. COUNTY shall not pay late fees for any reason. COUNTY shall pay invoices within 25 days of the date COUNTY receives the invoice. COUNTY shall disregard CONTRACTOR invoice dates and postmark dates.