REQUEST FOR PROPOSALS  
2020-116

KITSAP COUNTY  
DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE DIVISION

for

Moderate Risk Waste Transportation and Management Services and Mobile Collection Event Services

Optional Site Visit: Wednesday, April 1, 2020 at 9:00 A.M.

Response Deadline: Wednesday, April 22, 2020 at 3:00 P.M.
TABLE OF CONTENTS

SECTION 1. PROJECT DESCRIPTION......................................................................................................................... 1

SECTION 2. GENERAL INFORMATION .......................................................................................................................... 1

SECTION 3. CONTRACT TERM ........................................................................................................................................ 1

SECTION 4. SCOPE OF WORK (SOW) ............................................................................................................................ 2

4.1. Fixed Facility Services ............................................................................................................................................ 2

4.2. Mobile Collection Events .................................................................................................................................... 3

4.3. Other Services as Required .................................................................................................................................. 4

4.4. Optional Services ................................................................................................................................................... 4

SECTION 5. PROPOSER QUALIFICATIONS ..................................................................................................................... 4

SECTION 6. PROPOSAL PROCESS .................................................................................................................................... 5

6.1. Optional Site Visit .................................................................................................................................................... 5

6.2. Questions............................................................................................................................................................... 5

SECTION 7. REQUIRED PROPOSAL ELEMENTS ........................................................................................................... 6

7.1. General Information ................................................................................................................................................. 6

7.2. Program Costs .......................................................................................................................................................... 7

7.3. Information Specific to the Scope of Work .............................................................................................................. 8

7.4. “Optional Services” Information .......................................................................................................................... 8

SECTION 8. SELECTION PROCESS ................................................................................................................................. 9

8.1. Selection Criteria ..................................................................................................................................................... 9

8.2. Interviews .............................................................................................................................................................. 9

SECTION 9. SUBMITTAL GUIDELINES ........................................................................................................................... 9

SECTION 10. CONTRACT TERMS AND CONDITIONS ................................................................................................... 10

10.1. Insurance ............................................................................................................................................................ 10

10.2. Price Adjustments ............................................................................................................................................... 11

10.3. Other Terms and Conditions .............................................................................................................................. 11
OTHER PROCUREMENT DOCUMENTS

ATTACHMENT A: OPTIONAL SITE VISIT INFORMATION

ATTACHMENT B: PROCUREMENT FORMS

- FORM A, PROPOSER QUESTIOINNAINE
- FORM B, ORDERS, NOTICES, OR CITATIONS
- FORM C, COMPANY REFERENCES
- FORM D, COMPANY HISTORY
- FORM E, COMPANY FINANCIAL STATUS
- FORM F, CONTRACT MANAGER AND CONTRACT REPRESENTATIVE(S)
- FORM G, TREATMENT STORAGE AND DISPOSAL FACILITIES/PROPOSED DISPOSAL/RECYCLING FACILITIES
- FORM H, PROPOSED TRANSPORTERS

ATTACHMENT C: PRICE LISTS

- TABLE A: WASTE PRICE LIST
- TABLE B: SUPPLIES PRICE LIST
- TABLE C: SERVICES PRICE LIST

ATTACHMENT D: DRAFT CONTRACT
REQUEST FOR PROPOSALS 2020-116
Kitsap County Department of Public Works
Solid Waste Division
for
Moderate Risk Waste Transportation and Management Services
and Mobile Collection Event Services in Kitsap County

OPTIONAL SITE VISIT: WEDNESDAY, APRIL 1, 2020 AT 9:00 A.M.

RESPONSE DEADLINE: WEDNESDAY, APRIL 22, 2020 AT 3:00 P.M.

SECTION 1. PROJECT DESCRIPTION

Kitsap County Department of Public Works Solid Waste Division (the County) is requesting proposals from qualified vendors for Transportation and Management Services of Moderate Risk Waste from the Household Hazardous Waste Collection Facility, located at 5551 SW Imperial Way, Bremerton, Washington 98312 and for Mobile Collection Event Services at various Kitsap County locations, as determined and requested by the County.

Vendors may submit proposals for one or more services, singly or in combination. The County may award one or more component(s) to a qualified vendor and reserves the right to award contract(s) in the best interest of the County’s ratepayers. In the event services are awarded to more than one vendor and the County chooses to terminate or not renew a contract with either vendor, the County reserves the right to consider expanding the scope of any contract awarded under this solicitation to include all work advertised in this Request for Proposals (RFP), subject to the terms and restrictions in the RFP and the Contractor’s proposal.

SECTION 2. GENERAL INFORMATION

Kitsap County, in implementing Chapter 11 of the “Kitsap County Solid and Hazardous Waste Management Plan” (May 2018), operates a permanent Household Hazardous Waste Collection Facility for the collection and proper management of Household Hazardous Wastes (HHW) and Small Quantity Generator (SQG) hazardous wastes. Both waste streams are co-managed as moderate risk waste (MRW) in accordance with the Washington State Department of Ecology (Ecology) regulation Chapter 173-303 Washington Administrative Code (WAC) and applicable policies.

The HHW Collection Facility serves a residential population of approximately 250,000 and is open for operation Thursday-Saturday, 10:00 A.M. to 4:00 P.M. To service more residents in the north end of the County, periodic one-time, off-site Mobile Collection Event(s) are offered to collect limited household hazardous waste items. In addition, the HHW Collection Facility collects HHW from residents of Mason County under an Interlocal Agreement. The HHW Collection Facility is staffed and operated by County employees and regulated under a Solid Waste Handling Permit from the Kitsap Public Health District (KPHD) and Ecology under the permitting standards of WAC 173-350-360.

County employees perform the collection, segregation, consolidation, packing, and labeling of HHW and SQG wastes received at the HHW Collection Facility. Wastes are classified and packed in accordance with State of Washington Department of Transportation (DOT) specifications. A qualitative system is used to identify hazard classes of unmarked or unknown chemicals, i.e. using simple dip and read methods such as pH, and potassium iodide starch for oxidizers.

SECTION 3. CONTRACT TERM

Any and all services awarded through this solicitation shall commence on July 1, 2020 for a period of one (1) year with a maximum of four (4) annual renewal options.
SECTION 4. SCOPE OF WORK (SOW)

The services requested under this RFP are described in the following sections. The table below shows approximate weight totals for the most commonly received waste streams processed at the HHW Collection Facility in 2019. This is NOT an all-inclusive list of waste streams that could be received at the HHW Collection Facility during the contract term for services described below. The Awarded Contractor will be expected to provide the requested services for any waste stream that arrives at the HHW Collection Facility, with the exception of waste streams managed under other contracts or agreements, such as oil, antifreeze, and mercury-bearing lamps.

### 2019 Approximate Pounds of Processed Waste at the HHW Collection Facility (list not all-inclusive)

<table>
<thead>
<tr>
<th>Waste Stream</th>
<th>Weight</th>
<th>Waste Stream</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acids</td>
<td>12,000</td>
<td>Non-RCRA Waste – Solids</td>
<td>3,000</td>
</tr>
<tr>
<td>Bases</td>
<td>13,000</td>
<td>Organic Peroxide</td>
<td>100</td>
</tr>
<tr>
<td>Batteries – Household Dry Cell</td>
<td>48,000</td>
<td>Oxidizers</td>
<td>7,500</td>
</tr>
<tr>
<td>(alkaline/carbon)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Batteries – Nicad/NIMH/Lithium</td>
<td>500</td>
<td>Paint – Latex</td>
<td>250,000</td>
</tr>
<tr>
<td>(Non-RBRC)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flammable Aerosols (paints)</td>
<td>14,000</td>
<td>Paint/Paint-Related Materials – Oil Based</td>
<td>180,000</td>
</tr>
<tr>
<td>Flammable Aerosols (pesticides)</td>
<td>5,000</td>
<td>PCB Containing Light Ballasts</td>
<td>750</td>
</tr>
<tr>
<td>Flammable Liquids</td>
<td>115,000</td>
<td>Pesticide/Poison Liquid</td>
<td>41,000</td>
</tr>
<tr>
<td>Flammable Solids</td>
<td>400</td>
<td>Pesticide/Poison Solids</td>
<td>11,000</td>
</tr>
<tr>
<td>Mercury Debris, Thermometers,</td>
<td>150</td>
<td>Reactives</td>
<td>1,500</td>
</tr>
<tr>
<td>Thermostats, Switches</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-RCRA Waste – Liquids</td>
<td>5,000</td>
<td>Total Approximate Weight (Lbs.)</td>
<td>707,900</td>
</tr>
</tbody>
</table>

### 4.1. Fixed Facility Services

The Awarded Contractor responsibilities will include:

- Reviewing shipping papers and loading and delivery of MRW from the HHW Collection Facility to a permitted hazardous waste Treatment, Storage, and Disposal Facility (TSDF). The TSDF(s) are to be specified by the Proposer as part of this proposal. Contractor shall provide a vehicle suitable to pick up the quantity of waste at the prescribed time and date. Flexibility in scheduling pick up days and times is preferred.

- Providing a point of contact that shall be available to the County by telephone during normal business hours 8:00 A.M. to 3:00 P.M. Pacific Standard Time, Monday through Friday for general contract services. For emergencies, a point of contact shall be available to the County by phone on a 24-hour basis.

- Properly managing all MRW in accordance with all applicable local, state and federal laws, regulations, and ordinances. For all waste that would be regulated hazardous waste if not for the household or CESQG exemptions [40 CFR § 261.4(b)(1)], all final disposal facilities shall be hazardous waste recycling facilities registered by EPA or state regulatory authorities, fully permitted hazardous waste TSDFs or RCRA Subtitle C landfills.

- For all TSCA-regulated PCB-containing waste, complying with all reporting and other requirements in state and federal regulations addressing PCB-containing materials.

- Supplying a 24-hour emergency response number on shipping papers in accordance with 49 CFR § 172.600-606.
• Keeping accurate and timely service documentation, including copies of manifests, TSDF records, and certificates of final disposal. Original signed copy of manifests must be received by the County within 45 days of date manifest shipped. Certificates of final disposition must be received by the County within six (6) months of the date the manifest shipped.

• Providing reference materials to assist the County in the classification, sorting, packing, and labeling of collected wastes.

• Providing periodic recommendations and guidance on alternative waste management techniques and options.

• Integrating a statewide paint stewardship collection service, as codified in RCW 70.375, if Kitsap County registers as a collection location. This may include dedicated pickups for program-covered paints, with transportation, recycling, and disposal provided free of charge to the County. Qualified bidders will be expected to enter and maintain contractual agreements with the applicable stewardship organization. If the Awarded Contractor is unable to enter into contractual agreements with the applicable stewardship organization, collection and transportation of paint would be excluded from the awarded Scope of Work.

4.2. Mobile Collection Events

The Awarded Contractor responsibilities will include:

• Management of one-time, off-site Mobile Collection Event(s) (the Event), which may include the following site preparation, set-up, staffing and same-day removal and transportation of waste:
  o Delivery and set up of appropriate tarps, visqueen, tents, containers, and other items before the Event.
  o Working with the County to identify items collected and not collected during the Event.
  o Full operational duties during the Event, including routing vehicles inside the collection/unload area, unloading vehicles, and sorting and packing waste in accordance with in-house specifications and State of Washington DOT hazardous waste regulations.
  o Loading of packaged waste into placarded Contractor-supplies vehicle(s) and removing off-site the same day.
  o Cleanup of collection site to the same condition as prior to the Event.

• The frequency and location of the Event shall be determined by the County. Scheduling of the Event shall be determined by the Contract Representatives for both parties.

• Reviewing shipping papers, ensuring delivery of MRW from Event to appropriate permitted facilities. The Contractor shall provide a vehicle suitable to pick up the quantity of waste at the prescribed time and date of the Event.

• Providing a point of contact that shall be available to the County by telephone during normal business hours 8:00 A.M. to 3:00 P.M. Pacific Standard Time, Monday through Friday for general contract services.

• Properly managing all MRW in accordance with all applicable local, state and federal laws, regulations, and ordinances. For all waste that would be regulated hazardous waste if not for the household or CESQG exemptions [40 CFR § 261.4(b)(1)], all final disposal facilities shall be hazardous waste recycling facilities registered by EPA or state regulatory authorities, fully permitted hazardous waste TSDFs, or RCRA Subtitle C landfills.

• For all TSCA-regulated PCB-containing waste, complying with all reporting and other requirements in state and federal regulations addressing PCB-containing materials.

• Supplying a 24-hour emergency response number on shipping papers in accordance with 49 CFR § 172.600-606.
• Keeping accurate and timely service documentation, including copies of manifests, TSDF records, and certificates of final disposal. Original signed copy of manifests must be received by the County within 45 days of the date manifest shipped. Certificates of final disposition must be received by the County within 6 months of the date the manifest shipped.

• Accepting paint that falls under a statewide paint stewardship program, as codified in RCW 70.375, if Kitsap County registers as a collection option. These paints would be collected and recycled/disposed of at no cost to the County. Qualified bidders will be expected to enter and maintain contractual agreements with the applicable stewardship organization. **If the Awarded Contractor is unable to enter into contractual agreements with the applicable stewardship organization, collection and transportation of paint would be excluded from the awarded Scope of Work.**

4.3. **Other Services as Required**

The Awarded Contractor responsibilities could include the following services when required, on request by the County. Please include information on as many of the following services your company provides:

• Assistance in identifying and classifying unknown wastes received at the HHW Collection Facility. This service may be necessary when the County has a surplus of wastes requiring identification, or when a waste cannot be identified by methods available to the County.

• Assistance in packing wastes received at the HHW Collection Facility. This service may be necessary when the County has a surplus of wastes requiring packing. This may include work on weekends or after-hours.

• Supplies, such as pre-printed manifests for shipment, waste identification markings and replacement packaging materials such as 55-gallon drums, overpacks, etc. Assistance with the preparation of the manifest as well as printing the final manifest and new shipping markings as needed.

4.4. **Optional Services**

The Awarded Contractor responsibilities could include optional services, on request by the County. Please include information on as many of the following services your company provides:

• Mobilization of a "Less Than Truckload" (LTL) or other truck to a Kitsap County location. Staffing HHW collections at fixed site(s). Collect material from the public, package in accordance with DOT and contractor specifications, and ship off-site the same day. This service would occur on a regular schedule, year-round.

• Assistance with training of County employees in the areas of packing, labeling, and shipping requirements and procedures for MRW; identification of wastes; health and safety issues; and hazardous waste regulations. This could include "HAZWOPER" refresher training and DOT refresher training.

• Assistance with site plan, policies, or operational procedure development.

**SECTION 5. PROPOSER QUALIFICATIONS**

In addition to the required Proposal Elements described in Section 6 below, proposers must also meet the following qualifications:

• Qualifying proposers must be currently providing hazardous waste transportation, treatment, storage and disposal services.

• Proposers for Section 4.1 must have three (3) years of demonstrated experience or more in the co-management of HHW and SQG.

• Proposers for Section 4.2 must have three (3) years of demonstrated experience or more in the packing, transportation and disposal, treatment, or recycling of HHW.
• Proposers for Section 4.3 and Section 4.4 must demonstrate a minimum of three (3) years’ experience in the classification of unknown wastes and the packing, transportation and disposal, treatment, or recycling of such wastes, and must list qualifications and certifications pertaining to the training areas listed in Section 4.4.

• Proposers will be expected to enter and maintain contractual agreements with the stewardship organization managing covered products in the statewide paint stewardship program, as codified in RCW 70.375. If the Awarded Contractor is unable to enter into contractual agreements with the applicable stewardship organization, collection and transportation of paint would be excluded from the awarded Scope of Work.

SECTION 6. PROPOSAL PROCESS

Proposers are solely responsible for all costs incurred in the development and submission of the response to this RFP or any other presentations whether in response to this RFP or to any subsequent requirements of the consultant selection and contract negotiation process. All materials submitted in the response to this RFP become the property of Kitsap County and will be subject to the Public Records Act in Chapter 42.56 RCW.

6.1. Optional Site Visit

An optional site visit of the HHW Collection Facility will be held at 9:00 A.M on Wednesday, April 1, 2020. The HHW Collection Facility is located at 5551 SW Imperial Way, Bremerton, Washington 98312. Directions are provided in Attachment A: Optional Site Visit Information.

The County requests prospective bidders email notification of their intent to attend the site visit by 2:00 P.M. on Tuesday, March 31, 2020. Notifications should be sent to:

Vicki Martin, Buyer
Kitsap County Purchasing Office
vmartin@co.kitsap.wa.us

One (1) representative from each potential respondent team is authorized to attend the site visit. The site visit will involve walking around the HHW Collection Facility and is expected to take no longer than one (1) hour. Closed-toe shoes must be worn by all attendees.

Questions received at the site visit will be transcribed by a County representative and included in an Addendum to be published as described in Section 6.2 below. If information pertaining to a question is readily available during the site visit, an answer will be provided to all attendees and transcribed as stated above. If information pertaining to a question is not available at during the site visit, the question will be transcribed as stated above and the answer will be included in the Addendum to be published as described below.

6.2. Questions

Site visit attendees and interested proposers may submit questions regarding this solicitation. Questions must be submitted via e-mail by 12:00 P.M. on Friday, April 3, 2020. Questions should be sent to:

Vicki Martin, Buyer
Kitsap County Purchasing Office
vmartin@co.kitsap.wa.us

Responses to all questions received will be published as an Addendum to this RFP on or before Thursday, April 9, 2020. The Addendum will be posted on the Kitsap County website (https://www.kitsapgov.com/das/Pages/Online-Bids.aspx). Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested vendor to assure that they received responses to questions if any are issued.
SECTION 7. REQUIRED PROPOSAL ELEMENTS

Submitted proposals must include the following information:

7.1. General Information

- Letter of Interest.
- Coversheet containing pertinent contact information.
- Statement of Qualifications showing the Proposer’s qualifications to perform the Scope of Work. Thorough discussion is encouraged. Information provided should also include:
  - A description of the Proposer’s company, including general expertise and experience, size, facility and service locations.
  - A description of the services currently provided by the Proposer, such as disposal, recycling, analytical, transportation, lab-packing, remediation, emergency response, etc., including how the company is organized to provide these services.
  - A list of all HHW or MRW contracts in Washington and Oregon currently held by the Proposer, including contact information for each. If the Proposer holds only a few or no HHW or MRW contracts in Washington or Oregon, contracts from other areas may be included.
- Completed Form A, Proposer Questionnaire (Attachment B).
- A list of all relevant local, state and federal permits, licenses and other authorization(s) issued for provision of the services to be rendered under this proposal, including applicable business license(s).
- A copy of the company’s Table of Contents for its Health and Safety and Emergency Spill Response Plans.
- Documentation verifying the Proposer has a Security Plan in place.
- A copy of the Proposer’s current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels of insurance as shown in Attachment D: Draft Contract.
- Completed Form B: Orders, Notices, or Citations (Attachment B) showing any citations, violations, administrative orders, judgments, or other enforcement actions brought against the Proposer, any TSDF, including final disposal facilities, subcontractor or other agency intended to be used in connection with this proposal, within the past five (5) years regarding improper operational, safety or environmental activity, including corrective actions taken. Failure to provide accurate information under this provision will result in rejection of the proposal. Furthermore, failure to provide accurate information under this provision may be considered a breach of contract by Proposer if such failure is discovered after the contract is awarded.
- A description of the Proposer’s invoicing and documentation procedures to be used upon award.
- A description of the opportunities and the procedures for technical assistance and communication between the Proposer and the County HHW Collection Facility personnel under this proposal.
- Completed Form C: Company References (Attachment B), providing current contact information for at least three (3) current or former customers who received services similar to those specified in the Scope of Work.
- Completed Form D: Company History (Attachment B), providing a brief summary of the Proposer’s company history.
- Completed Form E: Company Financial Status (Attachment B), providing information on the Proposer’s current company financial status, including the Proposer’s three (3) most recent, audited annual financial statements.
- Completed Form F: Contract Manager and Contract Representative(s) (Attachment B), providing the name(s) and brief resume(s) of the proposed person(s) who would manage this program upon award.
• Any additional information the Proposer feels address the selection criteria.

7.2. Program Costs

Provide detailed cost information for the proposed services as described in Section 4, Scope of Work. Detailed cost information should include the following:

• Completed Table A: Waste Price List (Attachment C) showing the total proposed cost for the proper management of each waste item:
  o Table A shows the DOT class, if applicable, as well as the preferred packing method, preferred management method and estimated annual quantity for each waste item collected and managed at the HHW Collection Facility or at the Mobile Collection Events. Proposers should submit a proposed unit price and total proposed cost for each waste item.
  o Transportation costs must be factored into the price of each waste item.
  o Proposers may propose an alternative management option for a waste item. These may include, but are not limited to recycling treatments, fuels blending, landfill, re-use, incineration, etc. Proposals which include the preferred management method shown or proposals which show a large variety of options for each waste stream will be given preference.
  o If the Proposer would like to propose more than one alternative management method for a waste item, add the proposed alternative management method as a new entry at the end of Table A.
  o If the Proposer would like to propose an alternative packing method for a waste item, add the proposed alternative packing method as a new entry at the end of Table A. Please be very specific as to what kind of packing method and container will be required for each item.
  o Table A includes waste streams expected to be collected and managed at the HHW Collection Facility. If, in your experience, other waste streams may be present, add those waste streams as a new entry at the end of Table A, filling out each column for the new entry. It is recognized that other hazard classes and waste types exist and may be collected in the future.
  o Waste items collected under this RFP may cease if product stewardship initiatives divert material or if budget concerns prompt collection changes. PLEASE NOTE: Kitsap County may participate in paint stewardship as codified in RCW 70.375. Pricing of architectural latex and oil-based paints should be provided before program implementation. Proposers should indicate in their proposal their ability to collect paint stewardship material free of charge post-implementation.
  o It will be assumed that Table A constitutes the entirety of waste management options the Proposer is offering through this proposal. Therefore, all waste management options must be shown in Table A, with all columns completed correctly. Waste item(s) not completely filled out will not be considered when evaluating the proposal.
  o If a new waste stream arrives at the HHW Collection Facility that is not listed on the Waste Price List and is not covered under another contract, the contract representatives will negotiate a fair and reasonable price without the need for a contract amendment, provided that the new waste stream will be incorporated into the updated Waste Price List in any future amendment.

• Completed Table B: Supplies Price List (Attachment C) showing the total proposed cost for each waste management supply item:
  o Table B shows each supply item and the estimated annual quantity to properly transport each waste item collected and managed at the HHW Collection Facility. Proposers should submit a proposed unit price and total proposed cost for each supply item.
  o Transportation costs must be factored into the price of each supply item.
• Completed Table C: Services Price List (Attachment C) showing the total proposed cost to provide each service item:
  o Table C shows each possible service the County may request. Proposers should submit a proposed cost for any and all available services. If a service is not available, please make a notation rather than leaving the entry blank.

7.3. **Information Specific to the Scope of Work**

Proposals should also include the following:

• Will this proposal require the use of specific types or brands of labels, containers, manifests, or other forms or equipment? If so, please explain.

• For Fixed Facility services, HHW staff supplies and operates a County-owned forklift to load containers on the Contractor's vehicle. The Contractor's driver is responsible for arranging and securing load once placed onto the vehicle. For Mobile Collection Events, the Contractor is responsible for supplying and operating the forklift to load containers on the Contractor's vehicle, unless the site location has one available and allows it to be used.

• Provide a copy of the manifesting, loading and unloading procedures your employees will use under this proposal. Provide a copy of the training program for these procedures (if already provided, please reference where this information can be found).

• Provide a copy of your company's driver training program, and your company's transportation and driver safety record (if already provided, please reference where this information can be found). If transportation is brokered, provide those companies' applicable driver training programs and driver safety records.

• Provide verification that any and all transporters and end-use facilities (TSDF's, for example), have security plans in place per 49 CFR § 172.800-820.

• Provide a copy of the Emergency and Spill Procedures that would be used during loading, transportation or unloading (if already provided, please reference where this information can be found). Will your employees be able to respond to spills that occur at the HHW Collection Facility while they are loading wastes?

• Completed Form G: Treatment Storage and Disposal Facilities (TSDF)/ Proposed Disposal/Recycling Facilities naming the TSDF(s) and interim/ temporary storage areas that would receive wastes from this proposal.

• Completed Form H: Proposed Transporters showing a list of all transporters (including proposer-owned) that the Proposer may use in performance of the services specified in the Scope of Work.

• Describe the reference materials required by Section 4.1 Fixed Facility Services that your company would provide to the HHW Collection Facility employees if this proposal is accepted (DOT classification of common household products, DOT reference materials, etc.).

• Describe the employee training assistance your company can provide. Are you able to provide a trainer to conduct employee-training classes, such as HAZWOPER or DOT hazmat certification? If so, name the persons from your firm who would be providing these services and give a brief resume of their qualifications. If these services would be provided by a subcontractor, name the company your firm would subcontract with and give a brief summary of their qualifications.

7.4. **“Optional Services” Information**

• Describe how you will provide assistance in identifying and classifying unknown wastes received at the HHW Collection Facility (Section 4.4). Address the following issues:
  o Will the assistance be on-call, or will it need to be arranged with a required amount of notice? If notice is required state amount of notice required (i.e. hours, days).
What method of analysis will you use? Will you provide your own materials and Personal Protection Equipment (PPE), or will you use those provided by the County at the HHW Collection Facility?
Provide copies of your training program and procedures you will use for identifying unknown wastes (if already provided, please reference where this material can be found).

- Describe how you will provide assistance in packing wastes received at the HHW Collection Facility (Section 4.4.2). Address the following issues:
  - Will the assistance be on-call, or will it need to be arranged with a required amount of notice? If notice is required, state amount of notice required (i.e. hours, days).
  - Provide copies of packing procedures and training programs your employees will use (if already provided, please reference where this material can be found).

- Will your employees be able to respond to spills that occur at the HHW Collection Facility while they are identifying unknowns or assisting with packing? Provide a copy of Spill Response Procedures and training programs your employees would use in this situation.

SECTION 8. SELECTION PROCESS

8.1. Selection Criteria

All proposals will be reviewed according to the criteria provided below:

1. **Qualifications** such as prior experience, technical expertise, management capability, and regulatory compliance history. Special attention will be given to flexibility of contract regarding technical assistance and program innovations that increase waste reduction or recycling efforts, and/or save the County ratepayers money. Preference will be given to proposers with HHW experience in the Northwest (WA and OR) and to those that offer the most comprehensive optional services. 35 points

2. **Program costs** including, but not limited to waste shipping, treatment and disposal, onsite labor and consulting, off-site labor and consulting, supplies (e.g., replacement drums, waste shipping containers and labels), and mobilization and labor costs for remote collection events. PLEASE NOTE: Pricing for large volume waste streams will factor more heavily than small volume waste streams. 35 points

3. **Treatment, disposal and/or recycling options offered.** Proposals which include the preferred management method shown or proposals which include a large variety of options for each waste stream (i.e. recycle, treatment, disposal and reuse) will be given preference. Flexibility in packaging methods for waste streams will also be preferred. 25 points

4. Thoroughness and clarity of proposal 5 points

8.2. Interviews

Should the County determine that interviews are desirable, up to 25 additional points may be granted from those interviews. Ranking will be made on a total point basis of the proposal and the interview, if conducted.

SECTION 9. SUBMITTAL GUIDELINES

To be considered for this RFP, four (4) copies of the proposal must be submitted with the RFP Number, the date and time of the response deadline and the name and address of the respondent clearly stated on the outside of the envelope.
Proposals for additional Kitsap County open bid opportunities must be submitted separately. Proposal(s) received after the specified date and time will automatically be rejected and will not receive further consideration. Postmarked, faxed or e-mailed proposals will not be accepted.

Please submit by mail to the **Mailing Address** below: OR Hand deliver to the **Physical Address** below:

Vicki Martin, Buyer
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

Vicki Martin, Buyer
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street
Port Orchard, WA 98366

**Proposals must be received no later than 3:00 p.m. on Wednesday, April 22, 2020.**

All costs for response preparation and negotiation incurred by the Proposer, whether or not they lead to execution of a contract and agreement with Kitsap County, must be borne entirely and exclusively by the Proposer.

Kitsap County reserves the following rights for acceptance, modification, and/or rejection of submitted proposal(s) such as:

1. Rejection of any or all proposals.
2. Rejection of any proposals not in compliance with proposal requirements.
3. Providing of addenda, amendments, supplementary material or other modifications to the proposal specifications.
4. Cancellation of this Request for Proposals without issuance of another Request for Proposals.
5. Issuance of subsequent requests for new proposals.
6. Request for submission of further information by the Proposer in order to complete evaluation by Kitsap County.
7. Determination to select one or more Proposers for attempted negotiation of a final contract(s). Decisions made by Kitsap County will be final.

**SECTION 10. CONTRACT TERMS AND CONDITIONS**

If a contract is awarded through this procurement, the Contractor will be expected to execute a contract that substantially conforms to the Contract shown in Attachment D: Draft Contract, including the following:

10.1. **Insurance**

- **Workers’ Compensation and Employer Liability.** The Contractor will maintain workers’ compensation insurance as required by Title 51, Revised Code of Washington, and will provide evidence of coverage to the Kitsap County Risk Management Division. If the Contract is for over $50,000, then the Contractor will also maintain employer liability coverage with a limit of not less than $1 million.

- **Commercial General Liability.** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than $2 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than $2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the 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.
• **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows: The Contractor will maintain commercial automobile liability insurance with a limit of not less than $5 million each accident combined bodily injury and property damage. The aggregate limit will be at least $5 million. Coverage will include owned, hired and non-owned automobiles.

• **Professional Liability Errors and Omissions.** In the event that services delivered pursuant to the Contract either directly or indirectly involve or require Professional services, Professional Liability Errors and Omissions coverage shall be provided for a minimum limit of $1,000,000 per claim and in the aggregate.

• **Pollution Liability to Include Transfer Facilities/Transportation Modes/Disposal Facilities.** The Contractor shall carry pollution errors and omissions liability not less than $5 million each loss, $5 million dollars aggregate.

### 10.2. Price Adjustments

Services rendered under the awarded contract shall apply for a term of one (1) year, with up to four (4) annual renewals at the discretion of the County. Pricing shall be fixed and firm through the original contract term. Requests for price increases shall be considered only during each annual contract renewal period. The Contractor may submit a written request for a price increase to the County 60 days in advance of the contract expiration date and, if accepted, the price increase shall take effect on the contract renewal date. The decision to accept any price increase will be at the sole discretion of the County.

Such requests shall demonstrate the following:

- Price request shall be no greater than the total of changes to the Consumer Price Index for Kitsap County or other pricing index appropriate to the particular product herein.
- Not produce a higher profit margin than that of the original contract.
- Clearly identify the items impacted by the increases.
- Be accompanied by documentation acceptable to the County sufficient to warrant the increase.
- Remain firm for a minimum of 365 days.
- The County will not be bound by prices contained in an invoice higher than those in the Contract, unless the County has accepted the higher price and a Contract Amendment has been executed. Invoices may be rejected and returned to the Contractor for correction.

### 10.3. Other Terms and Conditions

- Upon award of the contract, the County will not recognize charges above or different than those specified in the proposal.
- 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. The Contractor shall notify the County in writing within five (5) business days of any change in the Contractor’s or any subcontractor’s Environmental or Safety Law permit, license or compliance status, including but not limited to any citation, notice of violation, administrative order, court order, judgment or other enforcement action by any regulatory entity or agency involving the Contractor or a subcontractor for violation of any Environmental or Safety Law. The Contractor is solely responsible for compliance. Nothing in the Contract, including the County’s receipt, review, acceptance or approval of the Contractor’s and subcontractor’s permits, licenses, governmental approval or authorizations, insurance documentation, safety plans, other plans or other regulatory or compliance information, shall be construed to waive any rights of the County, nor shall the Contractor be relieved of any legal obligation, including but not limited to the obligation to provide a safe and healthful working environment.
• The 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, the costs and obligations incurred or to be incurred in connection therewith, and any other matter covered by the Contract. The Contractor will maintain accounting records in accordance with accepted accounting principles and practices to substantiate all invoiced amounts.

• The Contractor shall report to the County any spills or accidents including during transport within 5 business days.

• The Contractor shall possess any regulatory licenses and/or permits required to fulfill the Contractor’s obligations at no additional expense to the County.

• If the Contract Representative changes during the Contract, the Contractor shall verbally notify the County within twenty-four (24) hours and follow up in writing within five (5) business days of the date of change.

• The Contractor shall notify the County in writing within three (3) business days of any change in ownership of the facilities of the Contractor or of the facilities of any subcontractor. Should the new owner not provide the services contracted for under this Contract, the Contractor shall notify the County in writing as soon as possible, and in no event later than three (3) business days after change in ownership.

• The County may visit and view any of the offices, premises, facilities and vehicles of the Contractor’s and the Contractor’s subcontractors upon request and reasonable notice during the terms of the contract and any renewal.

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

• The Contractor will be encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated pursuant to execution of the contract.

The Contractor is encouraged to take the following actions, when possible, in any procurement initiated after the effective date of the Contract:

   a. Include qualified minority and women-owned businesses on solicitation lists whenever they are potential sources of good or services.

   b. Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified minority and women-owned businesses.

   c. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women-owned businesses.

   d. Use the services and assistance of the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate.
ATTACHMENT A: OPTIONAL SITE VISIT INSTRUCTIONS

An optional site visit of the HHW Collection Facility will be held on Wednesday, April 1, 2020. The site visit will begin at 9:00 A.M. The HHW Collection Facility is located at 5551 SW Imperial Way, Bremerton, Washington 98312.

The County requests prospective bidders send notification of their intent to attend the site visit in writing via email by 2:00 P.M. on Tuesday, March 31, 2020. Notifications should be sent to:

Vicki Martin, Buyer
Kitsap County Purchasing Office
vmartin@co.kitsap.wa.us

One (1) representative from each potential respondent team is authorized to attend the site visit. The site visit will involve walking around the HHW Collection Facility and is expected to take no longer than one hour. Closed-toe shoes must be worn by all attendees.

DIRECTIONS FROM TACOMA
Follow WA-16 W towards Gig Harbor/Bremerton. Take LEFT exit 28 onto WA-3 S towards Belfair/Shelton. As you approach the Bremerton National Airport, exit RIGHT onto SW Barney White Road. Go straight through the stop sign and turn RIGHT at the next intersection onto Imperial Way SW. The HHW Collection Facility is on the RIGHT.

DIRECTIONS FROM SILVERDALE
Follow WA-3 S towards Port Orchard. Continue on WA-3 South towards Belfair/Shelton. As you approach the Bremerton National Airport, exit RIGHT onto SW Barney White Road. Go straight through the stop sign and turn RIGHT at the next intersection onto Imperial Way SW. The HHW Collection Facility is on the RIGHT.

DIRECTIONS FROM THE BREMERTON FERRY
From the ferry, follow WA-304 S and then WA-3 S towards Belfair/Shelton. As you approach the Bremerton National Airport, exit RIGHT onto SW Barney White Road. Go straight through the stop sign and turn RIGHT at the next intersection onto Imperial Way SW. The HHW Collection Facility is on the RIGHT.

PLEASE NOTE: If you miss the Barney White Road exit from WA-3 S, turn RIGHT at the next intersection (WA-3 S and Imperial Way SW). Then, turn LEFT onto Barney White Road. Take the next RIGHT onto Imperial Way SW. The HHW Collection Facility is on the RIGHT.
THIS PAGE INTENTIONALLY LEFT BLANK
**ATTACHMENT B: FORM A, PROPOSER QUESTIONNAIRE**

**INSTRUCTIONS:** This is a mandatory response. Proposers must submit this form with their Proposal. Please provide the requested information, then sign and date. If response is incomplete or the County requires further description, the County may request Proposer provide such information within a mandatory due date or may determine the missing information is immaterial to award. **PLEASE PROVIDE EXPLANATION FOR ALL “YES” ANSWERS ON A SEPARATE SHEET.**

<table>
<thead>
<tr>
<th>Proposer Information</th>
<th>Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer’s Legal Name and d.b.a. if applicable:</td>
<td></td>
</tr>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>Contact Person and Title:</td>
<td></td>
</tr>
<tr>
<td>Contact Person’s Phone Number:</td>
<td></td>
</tr>
<tr>
<td>Contact Person’s Fax Number:</td>
<td></td>
</tr>
<tr>
<td>Contact Person’s E-Mail Address:</td>
<td></td>
</tr>
<tr>
<td>State UBI Number:</td>
<td></td>
</tr>
<tr>
<td>Federal TIN or EIN Number:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ownership</th>
<th>Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is your firm a subsidiary, parent, holding company, or affiliate of another firm?</td>
<td>If yes, explain.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Financial Resources and Responsibility</th>
<th>Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within the previous 5 years has your firm been the debtor of a bankruptcy?</td>
<td>If yes, explain.</td>
</tr>
<tr>
<td>Is your firm in the process of or in negotiations toward being sold?</td>
<td></td>
</tr>
<tr>
<td>Within the previous 5 years has your firm been debarred from contracting with any local, state, or federal governmental agency?</td>
<td></td>
</tr>
<tr>
<td>Within the previous 5 years has your firm been determined to be a non-responsible bidder or proposer for any government contract?</td>
<td></td>
</tr>
<tr>
<td>Within the previous 5 years has a governmental or private entity terminated your firm’s contract prior to contract completion?</td>
<td></td>
</tr>
<tr>
<td>Within the previous 5 years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Disputes</th>
<th>Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within the previous 5 years has your firm been the defendant in court on a matter related to any of the following issues:</td>
<td>If yes, explain.</td>
</tr>
<tr>
<td>• Payment to subcontractors?</td>
<td></td>
</tr>
<tr>
<td>• Work performance on a contract?</td>
<td></td>
</tr>
<tr>
<td>Does your firm have outstanding judgments pending against it?</td>
<td></td>
</tr>
<tr>
<td>Within the previous 5 years has your firm been assessed liquidated damages on a contract?</td>
<td></td>
</tr>
<tr>
<td>Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the County?</td>
<td></td>
</tr>
</tbody>
</table>
### ATTACHMENT B: FORM A, PROPOSER QUESTIONNAIRE (CONTINUED)

<table>
<thead>
<tr>
<th>Compliance</th>
<th>Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within the previous 5 years, has your firm or any of its owners, partners,</td>
<td>If yes, explain.</td>
</tr>
<tr>
<td>been assessed penalties or found to have violated any laws, rules, or</td>
<td></td>
</tr>
<tr>
<td>regulations enforced or administered by a government entity? This does</td>
<td></td>
</tr>
<tr>
<td>not include owners of stock in your firm if your firm is a publicly</td>
<td></td>
</tr>
<tr>
<td>traded corporation.</td>
<td></td>
</tr>
<tr>
<td>If a license is required to perform the services sought by this solicitation, within the previous 5 years has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?</td>
<td>Yes or No</td>
</tr>
<tr>
<td>If Hazardous Materials are an element of the contract, has your firm had</td>
<td>If yes, explain.</td>
</tr>
<tr>
<td>any violations of improper disposal of such materials or any violation</td>
<td></td>
</tr>
<tr>
<td>of associated laws, rules or regulations in the previous 5 years?</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Integrity</th>
<th>Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is a governmental entity or public utility currently investigating your</td>
<td>If yes, explain.</td>
</tr>
<tr>
<td>firm for false claims or material misrepresentations?</td>
<td></td>
</tr>
<tr>
<td>Within the previous 5 years has a governmental entity or public utility</td>
<td></td>
</tr>
<tr>
<td>determined your firm made a false claim or material misrepresentation?</td>
<td></td>
</tr>
<tr>
<td>Within the previous 5 years has your firm or any of its owners or</td>
<td></td>
</tr>
<tr>
<td>officers been convicted of a crime involving the bidding on a government</td>
<td></td>
</tr>
<tr>
<td>contract, the awarding of a government contract, the performance of a</td>
<td></td>
</tr>
<tr>
<td>government contract, or of a crime of fraud, theft, embezzlement, perjury,</td>
<td></td>
</tr>
<tr>
<td>bribery? For this question, the term “owner” does not include those who</td>
<td></td>
</tr>
<tr>
<td>own stock in a publicly traded corporation.</td>
<td></td>
</tr>
</tbody>
</table>

**The undersigned hereby certifies that:**

- The Proposer has read the County’s solicitation and all its addenda, and to the best of his/her knowledge has complied with the mandatory requirements stated herein;
- The Proposer has had opportunity to ask questions regarding the requirements and that the questions were answered by the County;
- The Proposer’s offer is valid until the date the County awards a contract or rejects all offers;
- All information provided within the Proposer’s offer, including but not limited to the information provided in response to this Questionnaire, is true and correct to the best of his/her knowledge;
- The Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive pricing in the preparation and submission of its offer;
- The Proposer fully understands the character of the goods to be provided and/or services to be performed, the manner payment is to be made, and the terms and conditions. The Proposer offers to provide the goods and/or services within the time required, upon the terms and conditions provided without exception, and at the prices offered.
- The person signing below has the authority to legally bind the Proposer.

Dated this __________ day of ____________________, 2020

_____________________________    __________________________
Signature                      Title
ATTACHMENT B: FORM B, ORDERS, NOTICES OR, CITATIONS (PROPOSER AND SUBCONTRACTORS)

Submit a list of any and all Environmental or Safety Law-related orders, notices, or citations received during the past five (5) years by the Proposer or any facility or subcontractor proposed to be used in performance of the Contract. List the status of the response to any order, notice or citation. If no such orders, notices, or citations were received by Proposer or any proposed facility or subcontractor, indicate here: ________________________________

Use multiple copies of this form, if necessary. Details of orders, notices or citations can be included as an attachment.

Company Name: ________________________________________________________________


Mailing Address: __________________________________________________________________

Contact Person: __________________________________________________________________

Phone: __________________________________________________________________________

E-Mail Address: __________________________________________________________________

A. Type of Order, Notice or Citation: ________________________________________________

B. Date of Order, Notice or Citation: _______________________________________________

C. Response to Order, Notice or Citation: ___________________________________________

D. Status of Response: ____________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________
ATTACHMENT B: FORM C, COMPANY REFERENCES (PROPOSER)

The Proposer shall identify at least three (3) references using this format. References shall be major customers for whom the proposer has provided transportation and waste management services during the past three (3) years, with particular emphasis on other governmental or large volume customers.

A. Firm Name: __________________________________________________________
   Mailing Address: ______________________________________________________
   Type of Waste/Material and Method of Disposal/Recycling: _______________________
   Approximate Amount of Material Managed Per Year: ______________________
   Contact Person: ___________________ Telephone: ______________________
   E-Mail Address: ______________________

B. Firm Name: __________________________________________________________
   Mailing Address: ______________________________________________________
   Type of Waste/Material and Method of Disposal/Recycling: _______________________
   Approximate Amount of Material Managed Per Year: ______________________
   Contact Person: ___________________ Telephone: ______________________
   E-Mail Address: ______________________

C. Firm Name: __________________________________________________________
   Mailing Address: ______________________________________________________
   Type of Waste/Material and Method of Disposal/Recycling: _______________________
   Approximate Amount of Material Managed Per Year: ______________________
   Contact Person: ___________________ Telephone: ______________________
   E-Mail Address: ______________________
ATTACHMENT B: FORM D, COMPANY HISTORY (PROPOSER)

Company Name: ____________________________________________________________

Company Address: __________________________________________________________

Company Contact Person: ___________________________________ Title: ______________________

Phone Number: __________________________ Fax Number: __________________________

E-Mail Address: ________________________________________________________________

Please submit, in the space below or on an attached page, a brief summary of the Proposer’s company history. The summary must describe the type of work the company does, how long the company has done this type of work, relevant corporate organizational structure (parent/ subsidiary), a list of owners (from 2002 to present) for every proposer-owned facility to be used under the contract, and a summary of the type and level of services the proposer has provided for the past five (5) years. **Use additional sheets or attachments, if necessary, for complete and accurate answers. Proposer may submit other documents to assist in the summary presentation.**

Length of Ownership: __________________________________________________________

List of Owners 2002 to Present: ____________________________________________________

______________________________________________________________________________

Corporate Organizational Structure: ______________________________________________

______________________________________________________________________________

Type of Work/Services Provided: _________________________________________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

Staff Size: _________________________________________________________________

Additional Comments: __________________________________________________________

______________________________________________________________________________

______________________________________________________________________________
ATTACHMENT B: FORM E, COMPANY FINANCIAL STATUS (PROPOSER)

1. Check “Yes” or “No” below to indicate you have enclosed the three (3) most recent, audited annual financial statements of the Proposer.

   Yes: ________________________
   No: ________________________

2. Proposer’s Current Financial Status: Has the Proposer filed for and is it operating under federal bankruptcy law protection?

   Yes: ________________________
   No: ________________________

   Please describe: ___________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
   __________________________________________________________
ATTACHMENT B: FORM F, CONTRACT MANAGER AND CONTRACT REPRESENTATIVE(S)

1. Contract Manager *: 

2. Contract Representative: 

3. 24-Hour Contact: 

4. Contractor’s Representative of Regulatory Affairs: 

* Please Note: a brief resume of the Proposed Contract Manager should be included with Form F.
ATTACHMENT B: FORM G, TREATMENT STORAGE AND DISPOSAL FACILITIES / PROPOSED DISPOSAL / RECYCLING FACILITIES

The Proposer shall identify and list, in the format presented, each facility (including proposer-owned) that the Proposer intends to use for recycling, reclamation, reprocessing, etc., in performance of the Contract. The Proposer shall describe the type of recyclables/wastes managed at the Facility. For complete and accurate answers, use additional sheets if necessary. Use of attachments for information is acceptable.

A. Facility Name: ____________________________________________________________

B. Mailing Address: __________________________________________________________

C. Facility Site Address: ______________________________________________________

D. Company Contact Person: _________________________________________________

E. Phone: ___________________________________________________________________

F. E-Mail Address: __________________________________________________________________


H. Describe the type of disposal activities performed at this facility: __________________________

I. EPA/State identification Number: ___________________________________________

J. List of Environmental Permits/Licenses/Approvals: ____________________________

K. List at least two (2) Customer References for this Facility (Company Name, Company Location (City/State), Contact Person, and Contact Phone Number). This is a separate requirement from "Company References" (Form C), which is specific to the Proposer:

1. __________________________________________________________________________

2. __________________________________________________________________________

3. __________________________________________________________________________
ATTACHMENT B: FORM H, PROPOSED TRANSPORTERS (PROPOSER-OWNED AND SUBCONTRACTORS)

Transporter Company Name: 

Company Site Address: 

Company Contact Person: _______________ Title: 

Phone Number: __________________ Fax Number: __________________

E-Mail Address: __________________

The Proposer shall list all transporters (including proposer-owned) that Proposer proposes to use in performance of the Contract. Use additional sheets, if necessary, for complete and accurate information. Attachments may be used. Proposer may include additional transporters using the same format.

A. Mailing Address: ________________________________

B. EPA/State Identification Number: ________________________________


D. Briefly describe the company’s capabilities: ________________________________

E. Number of miles driven annually: ________________________________

F. Number of drivers: ________________________________

G. Violations: ________________________________

H. List at least two (2) Customer References for this Transporter (Company Name, Company Location (City/State), Contact Person, and Contact Phone Number). This is a separate requirement from "Company References" (Form C), which is specific to the Proposer:

1. ________________________________

2. ________________________________

3. ________________________________
ATTACHMENT C: PRICE LIST

TABLE A: WASTE PRICE LIST

Provide "Proposed Unit Price" for management of each waste type listed below. Vendors may provide a "Proposed Management" method if different than the "Preferred Management" method listed below. 

**PLEASE NOTE:** Transportation costs MUST be factored into the price of each item below.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Preferred Management</th>
<th>Proposed Management (if different)</th>
<th>Estimated Qty/Year</th>
<th>Proposed Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acids (Liquid and Solid)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum lab packed</td>
<td>Treat-POTW</td>
<td></td>
<td>65</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum lab packed</td>
<td>Treat-POTW</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-gallon drum lab packed</td>
<td>Treat-POTW</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum bulk</td>
<td>Treat-POTW</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glacial Acetic acid – 5-gallon lab pack</td>
<td>Incinerate or Treat-POTW</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Glacial Acetic acid – 10-gallon lab pack</td>
<td>Incinerate or Treat-POTW</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydrofluoric acid – 5-gallon lab pack</td>
<td>Incinerate or Treat-POTW</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hydrofluoric acid – 10-gallon lab pack</td>
<td>Incinerate or Treat-POTW</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aerosols - Paint and Paint Related</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Energy Recovery</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>cubic yard box</td>
<td>Energy Recovery</td>
<td></td>
<td>35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Aerosols - Pesticide, Corrosive and Chlorinated</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Incinerate</td>
<td></td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>cubic yard box</td>
<td>Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alkaline Batteries</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Recycle</td>
<td></td>
<td>55</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Used Motor Oil with non-PCB Chlorinated Liquids (e.g. methylene chloride)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum bulk</td>
<td>Incineration or Energy Recovery</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>350-gallon tank</td>
<td>Incineration or Energy Recovery</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Used Motor Oil with PCB's</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum</td>
<td>TSCA Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>350-gallon tank</td>
<td>TSCA Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carbon Zinc Batteries</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Landfill</td>
<td></td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alkaline (liquid and solids)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum lab pack</td>
<td>Treat-POTW</td>
<td></td>
<td>70</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum lab pack</td>
<td>Treat-POTW</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-gallon drum lab pack</td>
<td>Treat-POTW</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum bulk</td>
<td>Treat-POTW</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Compressed Gas Flammable Cylinders, under 1.5 liters (camp fuel, propane, butane, inert gas)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Energy Recovery</td>
<td></td>
<td>15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flammable Solids-4.1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Energy Recovery</td>
<td></td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reactives (4.2, 4.3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum lab pack</td>
<td>Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum lab pack</td>
<td>Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-gallon drum lab pack</td>
<td>Incinerate</td>
<td></td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TABLE A: WASTE PRICE LIST

Provide "Proposed Unit Price" for management of each waste type listed below. Vendors may provide a "Proposed Management" method if different than the "Preferred Management" method listed below.

**PLEASE NOTE:** Transportation costs MUST be factored into the price of each item below.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Preferred Management</th>
<th>Proposed Management (If different)</th>
<th>Estimated Qty/Year</th>
<th>Proposed Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Oxidizers</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum labpack</td>
<td>Treat-POTW or Incinerate</td>
<td></td>
<td>40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum labpack</td>
<td>Treat-POTW or Incinerate</td>
<td></td>
<td>8</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-gallon drum labpack</td>
<td>Treat-POTW or Incinerate</td>
<td></td>
<td>30</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum bulk</td>
<td>Treat-POTW or Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Organic Peroxides</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum labpack</td>
<td>Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-gallon drum labpack</td>
<td>Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Latex Paint - &quot;Good&quot;</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Recycle</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cubic Yard box loosepack</td>
<td>Recycle</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Latex Paint - &quot;Bad&quot;</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Beneficial Reuse or Landfill</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cubic Yard box loosepack</td>
<td>Beneficial Reuse or Landfill</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum bulk</td>
<td>Beneficial Reuse or Landfill</td>
<td></td>
<td>430</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Oil Based Paint/Paint Related Material</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Energy Recovery</td>
<td></td>
<td>600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cubic Yard box loosepack</td>
<td>Energy Recovery</td>
<td></td>
<td>100</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum bulk</td>
<td>Energy Recovery</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Non-Chlorinated Mixed Flammable Liquids (gasoline, paint thinner, solvents, etc.)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Energy Recovery</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum bulk</td>
<td>Energy Recovery</td>
<td></td>
<td>285</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pesticide Solids</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Incinerate</td>
<td></td>
<td>75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum loosepack</td>
<td>Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-gallon drum loosepack</td>
<td>Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cubic Yard box loosepack</td>
<td>Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pesticide/Chlorinated Liquids</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum labpack</td>
<td>Incinerate</td>
<td></td>
<td>225</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum labpack</td>
<td>Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-gallon drum labpack</td>
<td>Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PCB Light Ballasts, non-leaking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Hazardous Waste Landfill</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Recycle/Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum loosepack</td>
<td>Hazardous Waste Landfill</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum loosepack</td>
<td>Recycle/Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PCB Light Ballasts, leaking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>TSCA Incineration</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum loosepack</td>
<td>TSCA Incineration</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PCB Liquids &gt;50 ppm</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum bulk</td>
<td>TSCA Incineration</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum loosepack</td>
<td>TSCA Incineration</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Elemental Mercury</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum loosepack</td>
<td>Retort</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
TABLE A: WASTE PRICE LIST

Provide "Proposed Unit Price" for management of each waste type listed below. Vendors may provide a "Proposed Management" method if different than the "Preferred Management" method listed below.

**PLEASE NOTE:** Transportation costs **MUST** be factored into the price of each item below.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Preferred Management</th>
<th>Proposed Management (If different)</th>
<th>Estimated Qty/Year</th>
<th>Proposed Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mercury Debris</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum loosepack</td>
<td>Retort</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-gallon drum loosepack</td>
<td>Retort</td>
<td></td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Retort</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mercury Compounds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum loosepack</td>
<td>Retort</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-gallon drum loosepack</td>
<td>Retort</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lithium Batteries</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum loosepack</td>
<td>Recycle or Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum loosepack</td>
<td>Recycle or Incinerate</td>
<td></td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-RCRA Liquids (oily water, WT02 coolants, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum, bulk</td>
<td>Treat/POTW</td>
<td></td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-RCRA Solids (contaminated soils, debris, etc.)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon drum, bulk</td>
<td>Stabilize/Landfill</td>
<td></td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cubic Yard box</td>
<td>Stabilize/Landfill</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**ADDITIONAL WASTE STREAMS AND ALTERNATIVE PACKAGING AND/OR MANAGEMENT METHODS**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Preferred Management</th>
<th>Proposed Management (If different)</th>
<th>Estimated Annual Qty</th>
<th>Proposed Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marine Flares</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pharmaceuticals / Medications</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lighters</td>
<td></td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon drum loosepack</td>
<td>Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Extinguishers</td>
<td>Stabilize/Landfill</td>
<td></td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Formalin with Animal Tissue</td>
<td>Incinerate</td>
<td></td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*If a new waste stream arrives at the HHW Collection Facility that is not listed on the Waste Price List and is not covered under another contract, the contract representatives will negotiate a fair and reasonable price without the need for a contract amendment, provided that the new waste stream will be incorporated into the updated Waste Price List in any future amendment.*
**TABLE B: SUPPLIES PRICE LIST**

Provide “Proposed Unit Price” for each supply item listed below. **PLEASE NOTE:** Transportation costs **MUST** be factored into the price of each item below.

<table>
<thead>
<tr>
<th>Supplies</th>
<th>Estimated Annual Qty</th>
<th>Proposed Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Empty Drums - Reconditioned</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon metal 1A1</td>
<td>300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon metal 1A2</td>
<td>1,750</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30-gallon metal 1A1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30-gallon metal 1A2</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>85-gallon metal overpack</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>85-gallon plastic overpack</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Empty Drums - New</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon metal 1A1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55-gallon metal 1A2</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30-gallon metal 1A1</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30-gallon metal 1A2</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10-gallon plastic 1H2</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-gallon plastic 1H2</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>85-gallon metal overpack</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>85-gallon plastic overpack</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pre-printed shipping papers (non-hazardous waste manifest, e.g.)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shipping markings/labels, per delivery</td>
<td>80</td>
<td></td>
<td></td>
</tr>
<tr>
<td>DOT hazard class labels, per roll</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plastic Tote, Cubic Yard</td>
<td>135</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gaylord Box, DOT Spec, Cubic Yard</td>
<td>5</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## TABLE C: SERVICES PRICE LIST

Provide "Proposed Unit Price" for each service listed below, if available, to each service item listed below.

<table>
<thead>
<tr>
<th>Services</th>
<th>Proposed Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Certificates of Treatment</strong></td>
<td></td>
</tr>
<tr>
<td>Per Shipment, no final CD's</td>
<td></td>
</tr>
<tr>
<td><strong>Certificates of Disposal</strong></td>
<td></td>
</tr>
<tr>
<td>Per Shipment, with final CD's</td>
<td></td>
</tr>
<tr>
<td><strong>HHW Facility Haz-cathing and/or consulting</strong></td>
<td></td>
</tr>
<tr>
<td>Per Hour</td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td></td>
</tr>
<tr>
<td><strong>HHW Facility extra help (including weekends)</strong></td>
<td></td>
</tr>
<tr>
<td>Per Hour</td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td></td>
</tr>
<tr>
<td><strong>One Day HHW mobile collection event, mobilization and staffing</strong></td>
<td></td>
</tr>
<tr>
<td>(assumption: 300-400 vehicle event). Supply a new price list if mobile</td>
<td></td>
</tr>
<tr>
<td>costs in Tables A and B.</td>
<td></td>
</tr>
<tr>
<td>Site Chemist/Specialist, per hour</td>
<td></td>
</tr>
<tr>
<td>Technician, per hour</td>
<td></td>
</tr>
<tr>
<td>Site Supervisor, per hour</td>
<td></td>
</tr>
<tr>
<td>Travel, hours</td>
<td></td>
</tr>
<tr>
<td>Transportation for setup</td>
<td></td>
</tr>
<tr>
<td>Transportation for waste hauling</td>
<td></td>
</tr>
<tr>
<td><strong>LTL Dispatch, staffing and transportation of periodic 1-day mobile</strong></td>
<td></td>
</tr>
<tr>
<td>collection at fixed &quot;permanent&quot; site</td>
<td></td>
</tr>
<tr>
<td>Site Chemist/Specialist, per hour</td>
<td></td>
</tr>
<tr>
<td>Technician, per hour</td>
<td></td>
</tr>
<tr>
<td>Transportation for waste hauling</td>
<td></td>
</tr>
<tr>
<td><strong>Training (on site, include travel costs)</strong></td>
<td></td>
</tr>
<tr>
<td>HAZWOPER 8-hour refresher</td>
<td></td>
</tr>
<tr>
<td>DOT</td>
<td></td>
</tr>
<tr>
<td><strong>Consulting (for policy, operations, safety and health, facility</strong></td>
<td></td>
</tr>
<tr>
<td>design, etc.)</td>
<td></td>
</tr>
<tr>
<td>Per hour</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT D: DRAFT CONTRACT

CONTRACT NO. KC-123-20
Contract for Services

This Contract for Services ("Contract") is between Kitsap County, a Washington state political subdivision, having its principal offices at 614 Division Street, Port Orchard, Washington 98366 ("County") and [Contractor Name], a [Contractor Type], having its principal offices at [Contractor Addr] ("Contractor").

In consideration of the terms and conditions of this Contract, the parties agree as follows:

SECTION 1. TERM AND EFFECTIVE DATE

1.1. The Contract will become effective on [Contract Effective Date] and terminate on [Contract End Date], unless terminated or extended. Services rendered under the awarded contract shall apply for a term of one (1) year, with up to four (4) annual renewals at the discretion of the County. In no event will the Contract become effective unless and until it is approved and executed by the duly authorized representative of Kitsap County.

SECTION 2. DEFINITIONS

2.1. Contract means this Contract and any exhibits, amendments, specifications, schedule, and solicitation documents accepted by the County, and Attachments A (Scope of Work), B (Compensation), and C (Specific Terms and Conditions). All such documents are incorporated herein in full by this reference.

2.2. Personnel means the Contractor and its employees, subcontractors, volunteers, interns, agents, and any other person utilized by the Contractor directly or indirectly or through third parties to perform any services under the Contract. The Contractor shall have and maintain complete responsibility for its Personnel. The Contractor remains liable for all acts, errors, and omissions of its Personnel as if they were the acts or omissions of the Contractor. The Contractor will remove any Personnel performing services upon a request from the County.

SECTION 3. SCOPE OF WORK, COMPENSATION, AND PAYMENT

3.1. Scope of Work: The Contractor shall provide the services as identified in Attachment A, Scope of Work, in compliance with the Contract.

3.2. Compensation: The compensation paid under the Contract by the County shall not exceed $[Contract Amount]. Compensation for all services shall be as provided in Attachment B, Compensation, and unless otherwise stated shall include all taxes, levies, duties and applicable tax. No increase in the price may be made without the prior written consent of the County.

3.3. Price Adjustment: Pricing shall be fixed and firm through the original contract term. Requests for price increases shall be considered only during each annual contract renewal period. The Contractor may submit a written request for a price increase to the County 60 days in advance of the contract expiration date and, if accepted, the price increase shall take effect on the contract renewal date. The decision to accept any price increase will be at the sole discretion of the County.

Such requests shall demonstrate the following:

- Price request shall be no greater than the total of changes to the Consumer Price Index for Kitsap County or other pricing index appropriate to the particular product herein.
- Not produce a higher profit margin than that of the original contract.
• Clearly identify the items impacted by the increases.
• Be accompanied by documentation acceptable to the County sufficient to warrant the increase.
• Remain firm for a minimum of 365 days.
• The County will not be bound by prices contained in an invoice higher than those in the Contract, unless the County has accepted the higher price and a Contract Amendment has been executed. Invoices may be rejected and returned to the Contractor for correction.

3.4. **Invoice.** Upon award of the contract, the County will not recognize charges above or different than those specified in the proposal. The Contractor will submit one (1) invoice per month to the County for payment of services completed to date, unless otherwise agreed. Each invoice shall identify the services provided, dates of service, and any other information requested by the County.

3.5. **Payment.** The County will make reasonable efforts to pay the Contractor within 30-days from the date the County receives a complete and correct invoice, subject to Section 3. All funds disbursed to the Contractor by Direct Deposit via Automated Clearing House (ACH), unless agreed otherwise. In the event of a good faith dispute regarding the invoice amount, the County may with prior notice to the Contractor, withhold or suspend payment of the disputed part of the invoice until the dispute is resolved, subject to Section 6.4. The Contractor shall continue to perform its obligations under the pending dispute resolution.

3.6. **Insurance/W-9 Compliance.** All payments are expressly conditioned upon the Contractor’s compliance with all insurance requirements and submission of a current IRS W-9 form to the County. Payments may be suspended in full during any period of noncompliance.

3.7. **Restrictions.** The Contractor will only be entitled to receive payment for Services expressly authorized in the Contract, which are received during the Contract term, and accepted by the County. The Contractor acknowledges oral requests and approvals of additional services or additional compensation are prohibited and unenforceable. Advance payments are not authorized.

**SECTION 4. TERMINATION**

4.1. **For Convenience.** The County may terminate the Contract, in whole or in part, without penalty, by giving 10-days’ prior notice to the Contractor.

4.2. **For Funding Issues.** If any funding for services is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Contract becomes effective, the County may in its discretion: a) accept a decreased price offered by the Contractor; b) terminate the Contract; or c) terminate the Contract and re-solicit the requirements.

4.3. **Termination for Default.** The County may immediately terminate the Contract, in whole or part, due to the Contractor’s failure to comply with any Contract term or condition, or to make satisfactory progress in performing the Contract.

4.4. **Procedures.** Upon notice of termination, the Contractor shall stop all services as directed in the notice and minimize further costs. All materials, documents, data, and reports prepared by the Contractor under the Contract shall become the property of, and delivered to, the County on demand. A final payment will be made to the Contractor only for the services provided and accepted by the County up to the effective date of termination. No costs incurred after the effective date of termination will be paid.

KC-123-20 [Contract Name]
SECTION 5. WARRANTIES, ACCEPTANCE

5.1. Warranties. The Contractor warrants and represents to the County as follows:

5.1.1. Contractor and its Personnel: a) are competent and possess the necessary and appropriate skills, training, background, experience, and qualifications to carry out the duties and responsibilities of their positions and the tasks allocated to them under the Contract; b) will behave in a professional and responsible manner; and c) will comply with all laws, safety and security requirements, and procedures when accessing the County locations; and d) keep the County informed of the progress of the services at the manner, method, and intervals requested by the County.

5.1.2. All services will be performed with due care, diligence, and skill consistent with the Contract specifications and best industry standards by appropriately qualified and experienced Personnel.

5.2. Inspection, Testing and Acceptance. All services are subject to inspection and acceptance by the County. In the event of nonconforming services, the County may at its discretion: a) waive the non-conformance; b) stop the work immediately; c) require the Contractor to bring the services into compliance at no additional cost to the County; and/or d) terminate the Contract and seek all remedies available in law and in equity. All warranties shall survive inspection, testing, acceptance, and use.

5.3. Damage to County Property. The Contractor shall provide all services so that no damage to any County buildings or property results. If damages occur, the Contractor shall at its sole expense, repair and replace the damage as approved by the County.

SECTION 6. INDEMNIFICATION

6.1. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless Kitsap County and its elected and appointed officials, officers, employees, and agents (collectively “Indemnitees”) from and against all Claims resulting from or arising out of the performance of the Contract, whether such Claims arise from the acts, errors, or omissions of the Contractor, its Personnel, third parties, or anyone directly or indirectly employed by any of them, or anyone for whose acts, errors, or omissions for which any of them may be liable. It is the specific intent of the parties that the Indemnitees shall, in all instances except Claims arising from the sole negligence or willful misconduct of the Indemnitees, be indemnified by the Contractor from and against any and all Claims.

6.2. With regard to any Claim against any Indemnitee by any of the Contractor’s Personnel, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Contractor’s indemnification obligation shall not be restricted in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or the Contractor’s Personnel under workers compensation acts, disability benefit acts, or other employee benefit acts. Solely for the purposes of this indemnification provision, the Contractor expressly waives its immunity under Title 51 RCW (Industrial Insurance) and acknowledges this waiver was mutually negotiated by the parties.

6.3. Claim. “Claim” means all losses, claims, suits, actions, liabilities, damages, demands, judgments, settlements, expenses, fines, or other liabilities of any kind or nature whatsoever, including without limitation, all costs including costs of Claim processing, investigation, reasonable attorneys’ fees, personal or bodily injury, sickness, disease, disability, or death, or loss or damage to tangible or intangible business or property, including the loss of use. Claim includes any infringement, violation, or misappropriation of copyright, patent, trademark, or other proprietary rights of any third parties.
6.4. **Obligations/Notice of Claim.** The County will provide the Contractor notice of the assertion of liability by a third party that may give rise to a Claim by the County against the Contractor based on the indemnity contained herein. The Contractor shall respond to the County’s tender of defense of claim in writing within 14-days from the notice date and advise the County if the Contractor accepts or denies tender. The County may in its discretion withhold payment of any money due to Contractor until the Contractor responds to such notice. The Contractor shall keep the County timely and fully informed through all stages of the defense and promptly respond to the County’s requests for information. The County at all times reserves the right, but not the obligation, to participate in the defense and settlement of any Claim. Such participation shall not constitute a waiver of the Contractor’s indemnity and defense obligations under the Contract. The Contractor shall not settle or compromise any Claim in any manner that imposes any obligations upon the County without the County’s prior written consent. The Contractor shall promptly advise the County of any known to the Contractor that could reasonably result in a Claim against the County. The violation of any provisions this section is a material breach.

**SECTION 7. INSURANCE**

7.1. **Minimum Insurance Required.** The Contractor and its subcontractors, if any, shall procure and maintain, until all of Contract obligations have been fully discharged all insurance required in this Section 7 with an insurance company duly licensed in Washington State with an A.M. Best Company ratings of not less than A-VIII and a category rating of not less than “B", with policies and forms satisfactory to the County. Use of alternative insurers requires prior written approval from the County. Coverage limits shall be at minimum the limits identified in this Section 7, or the limits available under the policies maintained by the Contractor without regard to the Contract, whichever is greater.

7.2. **Commercial General Liability (“CGL”).** The Contractor will maintain commercial general liability coverage for bodily injury, personal injury and property damage, subject to a limit of not less than $2 million per occurrence. The general aggregate limit will apply separately to the Contract and be no less than $2 million. The Contractor will provide commercial general liability coverage that does not exclude any activity to be performed in fulfillment of the 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.

7.3. **Automobile Liability.** The Contractor will maintain automobile liability insurance as follows: The Contractor will maintain commercial automobile liability insurance with a limit of not less than $5 million each accident combined bodily injury and property damage. The aggregate limit will be at least $5 million. Coverage will include owned, hired and non-owned automobiles.

7.4. **Professional Liability Errors and Omissions.** In the event that services delivered pursuant to this Contract either directly or indirectly involve or require Professional Services, Professional Liability Errors and Omissions coverage shall be provided for a minimum limit of $1 million per claim and in the aggregate.

7.5. **Pollution Liability to include Transfer Facilities/Transportation Modes/Disposal Facilities.** The Contractor shall carry pollution errors and omissions liability not less than $5 million each loss, $5 million aggregate.

7.6. **Umbrella or Excess Liability.** The Contractor may satisfy the minimum liability limits required for the CGL and Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the annual aggregate limit shall be no less than the highest “Each Occurrence” limit for either CGL or Automobile Liability. The Contractor agrees to an endorsement naming the County as
an additional insured as provided in this Section 7, unless the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

7.7. **Workers’ Compensation and Employer Liability.** The Contractor shall maintain workers’ compensation insurance as required under the Title 51 RCW (Industrial Insurance), for all Contractor’s Personnel eligible for such coverage. If the Contract is for over $50,000, then the Contractor shall also maintain employer liability coverage with a limit of not less than $1,000,000.

7.8. **Primary, Non-Contributory Insurance/Subcontractors.** The Contractor’s and its subcontractors’ insurance policies and additional named insured endorsements will provide primary insurance coverage and be non-contributory. Any insurance or self-insurance programs maintained or participated in by the County will be excess and not contributory to such insurance policies. All Contractor’s and its subcontractors’ liability insurance policies must be endorsed to show as primary coverage. The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All subcontractors shall comply with all insurance and indemnification requirements herein.

7.9. **Review of Policy Provisions.** Upon request, the Contractor shall provide a full and complete copy of all requested insurance policies to the County. The County reserves the right without limitation, but has no obligation to revise any insurance requirement, or to reject any insurance policies that fail to meet the requirements of the Contract. The County also has the right, but no obligation to review and reject any proposed insurer providing coverage based upon the insurer’s financial condition or licensing status in Washington. The County has the right to request and review the self-insurance retention limits and deductibles, and the Contractor’s most recent annual financial reports and audited financial statements, as conditions of approval. Failure to demand evidence of full compliance with the insurance requirements or failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver, of its obligation to maintain all the required insurance at all times as required herein.

7.10. **Waiver of Subrogation.** In consideration of the Contract award, the Contractor agrees to waive all rights of subrogation against the County, its elected and appointed officials, officers, employees, and agents. This waiver does not apply to any policy that includes a condition that expressly prohibits waiver of subrogation by the insured or that voids coverage should the Contractor enter into a waiver of subrogation on a pre-loss basis.

7.11. **Additional Insured, Endorsement, and Certificate of Insurance.** All required insurance coverage, other than the workers’ compensation and professional liability, shall name the County, its elected and appointed officials, officers, employees, and agents, as additional insureds and be properly endorsed for the full available limits of coverage maintained by the Contractor and its subcontractors. Endorsement is not required if the Contractor is a self-insured government entity, or insured through a government risk pool authorized by Washington State.

The Certificate of Insurance and endorsement shall identify the Contract number and shall require not less than 30-days’ prior notice of termination, cancellation, nonrenewal, or reduction in coverage. At the time of execution, the Contractor shall provide the Certificate of Insurance, endorsement, and all insurance notices to: Risk Management Division, Kitsap County Department of Administrative Services, 614 Division Street, MS-7, Port Orchard, Washington 98366.

7.12. **No Limitation on Liability.** The coverage limits identified herein are minimum requirements only and will not in any manner limit or qualify the liabilities or obligations of the Contractor under the Contract. All insurance policy deductibles and self-insured retentions for policies
maintained under the Contract shall be paid by the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, its elected and appointed officials, officers, employees, or agents. The Contractor’s insurance shall apply separately to each insured against whom a claim is made or suit is brought, subject to the limits of the insurer’s liability.

7.13. **Claims-Made.** If the Contractor’s liability coverage is written as a claims-made policy, the Contractor shall purchase an extended-reporting period or “tail” coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this Contract.

SECTION 8. **NOTICE AND CONTRACT REPRESENTATIVES**

8.1. Any notices, demands, and other communications required by the Contract will be effective if personally served upon the other party or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party’s Contract Representative at the address below. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given 3-days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.

8.2. Each party will designate a “Contract Representative”. If the Contract Representative changes during the Contract, the Contractor shall verbally notify the County within twenty-four (24) hours and follow up in writing within five (5) business days of the date of change.

**County’s Contract Representative**

Name: [County Rep Name]
Title: [County Rep Title]
Address: [County Rep Addr]
Phone: [County Rep Phone]
Email: [County Rep Email]

**Contractor’s Contract Representative**

Name: [Contractor Rep Name]
Title: [Contractor Rep Title]
Address: [Contractor Rep Addr]
Phone: [Contractor Rep Phone]
Email: [Contractor Rep Email]

SECTION 9. **AMENDMENTS, SUBCONTRACTS, INDEPENDENT CONTRACTOR**

9.1. **Amendment.** No amendment or modification to the Contract will be effective without the prior written consent of the authorized representatives of the parties.

9.2. **Successors and Assigns.** To the extent permitted by law, the Contract is binding on the parties’ respective partners, successors, assigns, executors, and legal representatives. The Contractor shall notify the County in writing within three (3) business days of any change in ownership of the facilities of the Contractor or of the facilities of any subcontractor. Should the new owner not provide the services contracted for under this Contract, the Contractor shall notify the County in writing as soon as possible, and in no event later than three (3) business days after change in ownership.
9.3. **Assignments.** Neither party shall assign or transfer, including by merger (whether that party is the surviving or disappearing entity), consolidation, dissolution, or operation of law, any right, duty, obligation, or remedy under the Contract without the prior written consent of the other party.

9.4. **Subcontracts.** The Contractor shall provide the County a list of all subcontractors and their proposed responsibilities. “Subcontract” means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the furnishing of any service for this Contract. All subcontractors shall incorporate by reference the terms and conditions of this Contract. The Contractor is solely responsible for the performance and payment of its subcontractors.

9.5. **Independent Contractor.** Each party under the Contract shall be for all purposes an independent contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. Neither the Contractor nor its Personnel shall be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County. The Contractor shall have complete responsibility and control over its Personnel. The Contractor and its Personnel shall have no County employee-type benefits of any kind whatsoever, including without limitation, insurance, pension plan, vacation pay, or sick pay, or other right or privilege afforded to County employees. The Contractor and its Personnel shall be responsible for payment of all insurance, taxes, and benefits.

**SECTION 10. OWNERSHIP, CONFIDENTIAL INFORMATION**

10.1. **Ownership.** Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the County for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property. Contractor hereby Assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this Contract. Contractor further agrees to execute any documents necessary for the County to perfect, memorialize, or record the County’s ownership of rights provided herein.

For all Work Products delivered to the County that are not originated or prepared by Contractor or its subcontractors of any tier under this Contract, Contractor hereby grants to the County a non-exclusive perpetual license to use such Work Products for any County purposes.

Contractor shall not provide or disclose any Work Product to any third party without prior written consent of the County. Any subcontract entered into by Contractor relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the County’s ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of Contractor’s contract with the County.
10.2. **Confidential Information.** The Contractor shall ensure all personal identifying information, financial information, and other confidential information made available to the Contractor by, or on behalf of, the County, or acquired or developed by the Contractor in performance of the Contract (unless publicly available) is kept confidential and secured to prevent unauthorized access. In the event of unauthorized access or other security breach, the Contractor shall promptly notify the County and at its sole expense comply with all requirements of RCW 42.56.590 and RCW 19.255.010, if applicable. Upon Contract termination all confidential information shall be returned to the County or destroyed at the County’s discretion.

**SECTION 11. REPRESENTATIONS, RECORDS**

11.1. **No Fee.** The Contractor certifies it has not received, nor paid or agreed to pay another person or entity, other than a bona fide employee working exclusively for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Contract.

11.2. **Licenses, Permits, and Taxes.** The Contractor shall, at its own expense, obtain and maintain all licenses, registrations, permits, consents, and approvals necessary for the performance of the Contract, including without limitation, registration with the Washington State Department of Revenue. The Contractor shall pay all fees (including licensing fees) and applicable federal, state, and local taxes.

11.3. **Compliance.** Contractor, its Personnel, and the services provided hereunder shall comply with all applicable laws, codes, and standards in effect at any given time regardless as to whether such laws are referred to by the County. This includes, but is not limited to, all transportation, environmental, health, and safety regulations. If required, Contractor and its Personnel shall submit to a background check as directed by the County.

The Contractor shall report to the County any spills or accidents including during transport within five (5) business days. The Contractor shall also notify the County in writing within five (5) business days of any change in the Contractor’s or any subcontractor’s Environmental or Safety Law permit, license or compliance status, including but not limited to any citation, notice of violation, administrative order, court order, judgment or other enforcement action by any regulatory entity or agency involving the Contractor or a subcontractor for violation of any Environmental or Safety Law. The Contractor is solely responsible for compliance. Nothing in the Contract, including the County’s receipt, review, acceptance or approval of the Contractor’s and subcontractor’s permits, licenses, governmental approval or authorizations, insurance documentation, safety plans, other plans or other regulatory or compliance information, shall be construed to waive any rights of the County, nor shall the Contractor be relieved of any legal obligation, including but not limited to the obligation to provide a safe and healthful working environment.

11.4. **Nondiscrimination.** The Contractor and its Personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act, as amended, in the performance of the Contract.

11.5. **Public Records.** The Contractor agrees that the Contract and all records associated with the Contract shall be available to the County for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW (“Act”). In the event that the County determines that records in the custody of the Contractor are needed for the County to respond to a request under the Act, the Contractor shall make all such records promptly available to the County at no cost to the County. If the Contractor considers any portion of any record, whether electronic or hard copy, to be protected from disclosure under the Act, the Contractor shall clearly identify
all specific information it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information that has been identified by the Contractor as protected from disclosure and the County determines that release of the information is required by the Act or otherwise appropriate, the County’s sole obligation will be to make a reasonable effort to notify the Contractor of the request and the date that such protected information will be released to the requester unless the Contractor obtains a court order to enjoin disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified. The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County will not be liable to the Contractor for releasing records in compliance with the Act, this subsection or court order.

11.6. **Advertising**. The Contractor shall not advertise or use the name, trademark, or logo of the County, without the County’s prior written consent.

11.7. **Audit and Record Retention**. The Contractor and its Personnel shall retain all records relating to performance of the Contract for six (6) years after completion of the Contract or longer if requested by the County. All records shall be subject to inspection and audit by the County and made promptly available to the County, at no cost to the County.

11.8. The 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, the costs and obligations incurred or to be incurred in connection therewith, and any other matter covered by the Contract. The Contractor will maintain accounting records in accordance with accepted accounting principles and practices to substantiate all invoiced amounts.

11.9. The County may visit and view any of the offices, premises, facilities and vehicles of the Contractor’s and the Contractor’s subcontractors upon request and reasonable notice during the terms of the contract and any renewal.

**SECTION 12. RIGHTS AND REMEDIES**

12.1. **Failure to Perform**. If the County determines the Contractor has failed to perform any material obligation of the Contract, and such failure has not been cured within 10-days, following notice from the County, the County may without penalty, in its discretion, withhold all monies due the Contractor until such failure is cured to the satisfaction of the County.

12.2. **Right of Assurance**. If the County in good faith has reason to believe the Contractor does not intend or is unable to perform, or continue performing under the Contract, the County may demand in writing that the Contractor give a written assurance of intent to perform. Should the Contractor fail to provide adequate assurance to the reasonable satisfaction of the County, by the date specified the demand, the County may terminate all or part of the Contract and pursue all other rights and remedies available at law and in equity.

12.3. **Responsibility for Errors**. All services shall be provided to the satisfaction of the County and as required herein. Upon request, the Contractor shall provide any clarifications and/or explanations regarding any services provided at no cost to the County. In the event of noncompliance, error or omission under the Contract, the Contractor shall, at no cost to the County, provide all necessary design drawings, estimates, and all other services the County deems necessary to rectify and correct the matter to the satisfaction of the County. The Contractor shall continue to be responsible for the accuracy of services, even after acceptance by the County and the termination or expiration of the Contract.
12.4. **Remedies.** All County rights and remedies under the Contract are in addition to any other rights and remedies that may be available to the County at law and in equity.

12.5. **Right of Off-Set: Reimbursement.** The County shall be entitled to offset against any sums due the Contractor and reimbursement from the Contractor for any defects, damages, expenses, and any costs whatsoever incurred by the County due to the Contractor's nonconforming performance or failure to perform under the Contract.

12.6. **Waiver.** Either party's failure to insist upon the strict performance of any provision of the Contract, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any right or remedy under the Contract unless expressly so agreed in writing by an authorized representative.

12.7. The County may, upon termination of the Contract, procure on terms and in the manner that it deems appropriate, services to replace those under the Contract. The Contractor shall be liable to the County for any and all costs, expenses, penalties, and fees incurred by the County in procuring services in substitution for those due from the Contractor.

**SECTION 13. GOVERNING LAW, DISPUTES**

13.1. **Governing Law; Venue.** The Contract will be governed in all respects by the laws of the Washington State, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Contract may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.

13.2. **Disputes.** Conflicts and disagreements between the parties related to the Contract will be promptly brought to the attention of the County. Any dispute relating to the quality or acceptability of performance or compensation due will be decided by the County's Contract Representative. All decisions of the County's Contract Representative are considered final. Nothing herein prohibits either party from seeking judicial relief.

**SECTION 14. PREVAILING WAGE**

Does Not Apply

**SECTION 15. GENERAL PROVISIONS**

15.1. **Force Majeure.** Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract, if the delay or failure was due to any cause beyond that party’s reasonable control including any act of God, government or state action, war, fire, civil commotion, insurrection, or industrial action of third parties.

15.2. **Time of the Essence.** Time is of the essence in the performance of Contract services.

15.3. **Implied Contract Terms.** Each provision of law and any terms required by law to be in the Contract are made a part of the Contract as if fully stated in it.

15.4. **Headings/Captions.** Headings and captions are for convenience only and are not a part of the Contract and do not limit or amplify the terms and provisions hereof.

15.5. **No Party the Drafter.** The Contract is the product of negotiation between the parties, and no party is deemed the drafter of the Contract.
15.6. **No Third-Party Beneficiary.** Except as noted in Attachment C, Specific Terms and Conditions, no provision of the Contract is intended to, nor will it be construed to, create any third-party beneficiary or provide any rights or benefits to any person or entity other than the County and the Contractor.

15.7. **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties’ rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

15.8. **Counterparts.** The Contract may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement.

15.9. **Non-Exclusive Contract.** The County may obtain the same services that are the subject of this Contract from another source or have its own employees perform the same or similar services contemplated by the Contract.

15.10. **Survival.** The provisions of this Contract that by their sense and purpose should survive termination of the Contract shall so survive. Those provisions include, without limitation: Sections 5 (Warranties, Acceptance), 6 (Indemnification), 7 (Insurance), 9 (Amendments, Subcontracts, and Independent Contractor), 10 (Ownership, Confidential Information), 12 (Rights and Remedies), 13 (Governing Law, Disputes), and 15 (General Provisions).

15.11. **Entire Agreement.** The parties acknowledge the Contract is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements, oral or written, are hereby revoked and superseded by the Contract.

15.12. **Authorization.** Each party signing below warrants to the other party, that they have the full power and authority to execute this Contract on behalf of the party for whom they sign.

Dated this ___ day of ___________ 2020

CONTRACTOR NAME

______________

Signature

____________________________________

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

CHARLOTTE GARRIDO, CHAIR

Print Name

ROBERT GELDER, COMMISSIONER

Title

EDWARD E. WOLFE, COMMISSIONER

ATTEST:

DANA DANIELS, CLERK OF THE BOARD

Approved as to form by the Prosecuting Attorney’s Office
ATTACHMENT A

SCOPE OF WORK
ATTACHMENT B

COMPENSATION

Payment amount and schedule is set forth below.
ATTACHMENT C

SPECIFIC TERMS AND CONDITIONS

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

The Contractor will be encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated pursuant to execution of the contract. The Contractor is encouraged to take the following actions, when possible, in any procurement initiated after the effective date of the Contract:

   a. Include qualified minority and women-owned businesses on solicitation lists whenever they are potential sources of good or services.

   b. Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by qualified minority and women-owned businesses.

   c. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women-owned businesses.

   d. Use the services and assistance of the Washington State Office of Minority and Women’s Business Enterprises (OMWBE) and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate.