KITTITAS COUNTY

SOLID WASTE PROGRAMS

MODERATE RISK WASTE

TRANSPORTATION AND MANAGEMENT SERVICES

REQUEST FOR PROPOSAL

2012

I. SECTION ONE – OVERVIEW

A. Introduction

Kittitas County is requesting proposals (RFP) for the transportation and management services of moderate risk waste.

B. Site Background

Kittitas County Washington is located on the eastern slopes of the Cascade Mountains in central Washington State. The county encompasses **2,315** square miles, with an approximate population of approximately **40,500** residents.

C. Project Objectives

The overall objective of the RFP is to result in a contract with a qualified vendor who can adequately provide services as indicated in the specifications of the RFP.

II. SECTION TWO-REQUEST FOR PROPOSAL TERMS

A. RFP Coordinator

The RFP Coordinator is the **SOLE POINT OF CONTACT** for this procurement. All communication between the proposing Vendors and Kittitas County upon receipt of the RFP shall be with the RFP Coordinator as follows:

Reno Allphin, RFP Coordinator
925 Industrial Way
Ellensburg, WA 98926
Phone: (509) 962-7577
Fax: (509) 962-7087
Email: **reno.allphin@co.kittitas.wa.us**

All communication must reference Moderate Risk Waste Services RFP in the subject or title area.

Communication regarding this RFP with any other Kittitas County personnel will be considered unofficial and non-official to Kittitas County. Vendors are to rely on the written statement issued by the RFP Coordinator. Communication directed to the parties other than the RFP Coordinator may result in disqualification of the Vendor.

B. Schedule of Procurement Activities

All Vendors must adhere to the following schedule of activities. Vendors mailing proposals should allow for normal mail delivery time to ensure timely receipt of their proposals as listed in the RFP. Notwithstanding the provisions of RCW 1.12.070, late proposals will not be accepted, nor will time extensions be granted.

RFP PROCUREMENT SCHEDULE

ACTIVITY	DUE DATES	TIME
Issue RFP	6, September 2012	
Letter of Intent	14, September 2012	2:00 p.m.
RFP Questions Due	14, September 2012	2:00 p.m.
Amendment—Answers to Questions	20, September 2012	2:00 p.m.
Proposals Due	24, September 2012	12:00 p.m.
Send Notification of Apparent Successful Vendor	25, September 2012	3:00 p.m.
Estimated Contract Start Date	1, November 2012	

Time(s) given are for Pacific Standard Time (PST) or Pacific Daylight time (PDT), as appropriate.

C. Mandatory Letter of Intent to Propose (Fax or Email Acceptable)

A letter indicating the Vendor's intent to respond to this RFP must be received by the RFP Coordinator at the address specified in Section II. A of this RFP, no later than the date and time listed in Section II.B. The Vendor may submit the Letter of Intent by US mail, facsimile or email. If submitting by email, Vendors must send to **reno.allphin@co.kittitas.wa.us** and reference Moderate Risk Waste RFP in the subject line. By submitting this letter, the Vendor accepts the procedure, review criteria and the administrative instructions of the RFP.

Each Vendor must include the following information in the letter of intent to propose:

- Vendor name
- Vendor's authorized representative for this RFP (This representative shall also be named the authorized representative identified in the Vendor's Proposal)
- Name and title of authorized representative
- Address
- Telephone Number
- FAX number
- Email Address
- Statement of Intent to Propose

Only vendors submitting a letter of intent will receive amendments and other information regarding this RFP. Failure to submit a Letter of Intent to propose by the deadline specified in Section II. B will result in the rejection of the Vendor's proposal.

D. Vendors Questions and Answers

Specific questions concerning the RFP must be submitted in writing via email to the RFP Coordinator at **reno.allphin@co.kittitas.wa.us**. Vendors must reference Moderate Risk Waste Services RFP in the subject line. The RFP Coordinator must receive questions no later than **2:00 p.m.** on the date specified in Section II. B Schedule of Procurement Activities.

All Questions and Answers will be compiled and presented in written form as an Amendment to the RFP. Only firms submitting a Letter of Intent to Propose will be notified via email of amendments and/or other communications regarding the RFP.

E. Amendment to the RFP

In the event that it becomes necessary to revise any part of this RFP, an amendment will be provided to all Vendors who have submitted a Letter of Intent to the RFP Coordinator by the date specified in Section II. B.

The Vendor is instructed to disregard any oral representations it may have received. Proposal evaluation will be based on the material contained in the RFP and any amendments to the RFP that have been issued.

Kittitas County reserves the right to revise the RFP and/or to issue amendment(s) to the RFP. For this purpose, the answers to questions that are submitted to the RFP Coordinator, together with other pertinent information, shall be provided as an amendment to the RFP.

Kittitas County also reserves the right to cancel or to reissue the RFP in whole or in part, prior to the execution of a contract. In the event, it becomes necessary to revise any part of the RFP, and amendment will be provided to all those who submitted a Letter of Intent to Propose.

If a conflict exists between amendments, or between an amendment and the RFP, the document issued last shall take precedence.

It is incumbent upon each potential Vendor to carefully examine these requirements, terms and conditions. Should any potential Vendor find discrepancies, omissions or ambiguities in the RFP, the Vendor shall at once request, in writing an interpretation from Kittitas County's RFP Coordinator. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information shall be made in writing via email transmissions to Kittitas County's RFP Coordinator, as specified in Section II, B. Schedule of Procurement Activities.

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.

III. SECTION THREE – RECEIPT OF PROPOSALS

A. Proposals

Proposal procedures will be implemented per RCW 36.58.090.

Sealed proposals will be received in the Kittitas County Solid Waste Office, 925 Industrial Way, Ellensburg, WA 98926 until _____12:00____p.m. local time on ____24 September____, 2012. Fax proposals will not be accepted. All proposals will be publicly opened at the Solid Waste Department, Kittitas County, WA 98926.

Please provide three (3) originals of your proposal. All proposals must be concise and to the point and all extraneous material must be excluded.

B. Submittal

All proposals shall be submitted in a sealed envelope, with the Cost Proposals sealed separately within, and shall contain the full name of the person, agency or company submitting the proposal, and shall be signed by an official authorized to execute a contract. Three complete original proposals will be required for submission. Proposal envelopes shall be clearly marked as follows:

Moderate Risk Waste Proposal for Kittitas County Solid Waste Programs.

C. Cost to Propose

Kittitas County will not be liable for any costs incurred by the Vendor in preparation of a proposal submitted in response to this RFP, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

D. Rejections of Proposals

Kittitas County reserves the right to reject any or all proposals, to waive any informality in proposal and to accept the proposal that, in the opinion of Kittitas County is in the best interests of the Kittitas County Solid Waste Program.

The award will not necessarily go to the proposal with the lowest price, but to the proposal that best demonstrates the ability to fulfill the requirements of the Request for Proposal and specifications.

E. Notification to Unsuccessful Vendors

Vendors, whose proposals have not been selected, will be so notified via mail, fax or electronic.

F. Proprietary Information

Clearly mark every page with the notation "Confidential" on the lower right hand corner of the page of any portion(s) of your proposal that contains proprietary information. Cost proposals are not considered proprietary or confidential. The Vendor must be reasonable in designating information as proprietary or confidential. You may not mark the entire proposal as copyrighted, proprietary or confidential. If your proposal is successful and Kittitas County received a request to view or copy of your proposal, Kittitas County shall respond according to public disclosure procedures described in the RFP.

G. Public Disclosure

Proposals shall become the property of Kittitas County. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records". Any proposal containing language, which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Vendor, or is any way contrary to state public disclosure laws or this RFP will be declared non-responsive and removed from consideration. Any information in the proposal that the successful Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Vendor is making the claim and the RFP page it is found on must be identified.

RFP's are not dis-closable prior to release to potential respondents. With the exception of lists of prospective Vendors, Kittitas County will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement is dis-closable with the exception of:

> Proprietary/Confidential portion(s) of the successful proposal(s), until the Vendor has an adequate opportunity to seek a court order preventing disclosure.

Kittitas County will consider a Vendor's request for exemption from disclosure; however, Kittitas County will make a decision predicated upon RCW 42.56.

H. Conflict of Interest

All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Kittitas County may have in the proposing agency or proposed project.

I. Taxes & Licenses

All lump sum prices shall include all applicable taxes in the proposal price unless otherwise noted. The successful vendor is expected to obtain and pay for all required Federal, State and local licenses and permits required for providing moderate risk waste transportation and management services for Kittitas County Solid Waste Programs.

J. Interlocal Purchasing

It is also the intent of this RFP document to make available to other local government entities of the State of Washington, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by RCW 39.34, the right to purchase the same service, at the prices quoted, for the period of this contract.

K. Failure to Comply

For your response to be considered complete you must respond to all requirement of the RFP. Vendor's failure to comply with any part of Kittitas County's Request for Proposal will be declared non-responsive and be removed from further consideration.

L. Proposal Rejections

Kittitas County will make the sole determination of clarity and completeness in the responses to any of the provision in this RFP. Kittitas County reserves the right to require clarification, additional information and materials in any form relative to any or all of the provision or conditions of this RFP.

M. Publicity

No informational pamphlets, notices, press releases, research reports and/or similar public notices concerning this project, may be released by the Apparent Successful Vendor, without obtaining prior written approval from Kittitas County.

N. Most Favorable Terms

Kittitas County reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Vendor could offer. At its discretion, Kittitas County reserves the right to request best and final offers from the RFP finalists.

The Vendor must be prepared to accept this RFP for incorporation into a contract resulting from this RFP. The contract will also incorporate the successful Vendor's proposal in whole or in part. It is understood that the proposal will become a part of the official file on this matter without obligation to Kittitas County.

O. Obligation to Contract

This RFP does not obligate Kittitas County to contract for service(s) or product(s) specified herein. Kittitas County also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contact.

P. Payment Advances

The Constitution of the State of Washington prohibits payments in advance for anticipation of receipt of goods or services. Vendors are paid after services and products are delivered and accepted.

VI. PROPOSAL EVALUATION CRITERIA

A. Evaluation Procedure

The evaluation process is designed to award this procurement not necessarily to the Vendor of least cost, but rather to the Vendor whose proposal best meets the requirement of the RFP.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. An evaluation team, to be designated by Kittitas County, which will determine the ranking of the proposals, shall accomplish the evaluation of proposals.

A Kittitas County selection committee comprised of County staff will evaluate responses to the Request for Proposals. The evaluation/selection process will consist of an evaluation of the written proposal.

B. RFP Evaluation

Vendors that are in compliance with the RFP and pass the reference requirements will then be evaluated on their compliance with mandatory requirements and the RFP Goals. Based on that evaluation the proposed award then will be based on the best overall score. Final award will be dependent on successfully negotiated contract between Kittitas County and the Vendor.

All proposals received by the submission date and meeting the minimum requirements set forth by this Request for Proposals will be evaluated on a weighted numerical scale according to the following categories:

1. Qualifications such as prior experience and references, technical expertise and management capability, regulatory compliance history. Special attention will be given to flexibility of contract in regard to waste management capability and technical assistance. Regulatory compliance will also be an important factor to consider. — 40%

2. Program costs including but not limited to shipping treatment and disposal onsite labor and consulting, off site consulting labor and any other cost associated with management of this program. — 40%

3. Treatment, disposal, and/or recycling options offered. We will weigh heavily on proposals that include a large variety of options for each waste stream i.e. recycle, treatment, disposal and reuse. — 20%

Interviews will be conducted with proposers at the discretion of Kittitas County, as it deems necessary. Based on the evaluation, proposers will be ranked in order of preference and recommendations will be presented for consideration and initiation of contract negotiations.

V. GENERAL INFORMATION

Kittitas County Solid Waste operates two permanent Household Hazardous Waste Collection Facilities (HHW Facility) for the collection and proper management of Household Hazardous Wastes (HHW) and Small Quantity Generator (SQG) hazardous wastes. The two waste streams are co-managed as moderate risk waste in accordance with Washington Department of Ecology regulation Chapter 173-303 WAC and applicable policies.

The locations are: Ellensburg Transfer Station, 925 Industrial Way, Ellensburg, WA 98926 and Cle Elum Transfer Station, 50-#5 Mine Road, Cle Elum, WA 98922. The HHW Facilities serve a residential population of approximately 40,500. The Ellensburg Transfer Station is open for operation Monday-Friday 8:00 a.m. – 4:00 p.m. and Cle Elum Transfer Station is open the 2nd and 4th Friday, April thru November from 8:00 a.m.-4:00 p.m. The facilities are staffed and operated by Kittitas County employees, and regulated under a Solid Waste Handling Permit by the Kittitas County Health District and the Washington State Department of Ecology.

Facility employees perform the collection, segregation, consolidation, packing, and labeling of HHW and SQG wastes received at the HHW Facility. Wastes are classified and packed in accordance with 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).

KITTITAS COUNTY

ELLENSBURG HOUSEHOLD HAZARDOUS WASTE FACILITY

_____ Approximate Weights of Processed Waste at the HHW Facility

Waste Type	Weight Lbs. Approx.	Waste Type	Weight Lbs. Approx.
Acids	650	Oil Based Paint	9,000
Bases	1,050	Organic Peroxide	250
Batteries-Household Dry Cell (alk)	7,000	PCB Ballast	300
Batteries-NiCad/NIMH/Lithium	0	Mercury-Fluorescent Tubes, CFL's	1,280
Aerosols, Flammable Pesticides	200	Mercury-Filters	
Flammable Liquids	3,000	Oxidizers	500
Refrigeration Oil	1,000	Pesticide/Poison Liquid	2,275
Flammable Solids	15	Pesticide/Poison Solids	1,250
Latex Paint	4,500	Reactives	15
Mercury Thermometers, Thermostats, Switches	25	**Total**	

KITTITAS COUNTY

CLE ELUM HOUSEHOLD HAZARDOUS WASTE FACILITY

_____ Approximate Weights of Processed Waste at the HHW Facility

Waste Type	Weight Lbs. Approx.	Waste Type	Weight Lbs. Approx.
Acids	1,000	Oil Based Paint	800
Bases	575	Organic Peroxide	550
Batteries-Household Dry Cell (alk)	2,150	PCB Ballast	
Batteries-NiCad/NIMH/Lithium	0	Mercury-Fluorescent Tubes, CFL's	150
Aerosols, Flammable Pesticides	125	Mercury-Filters	0
Flammable Liquids	1,200	Oxidizers	75
Refrigeration Oil	800	Pesticide/Poison Liquid	800
Flammable Solids	20	Pesticide/Poison Solids	270
Latex Paint	0	Reactives	0
Mercury Thermometers, Thermostats, Switches	10	**Total**	

VI. SCOPE OF WORK

A. Mandatory Services

Mandatory services to be offered by this proposal are:

1. Review of the manifest, and loading and delivery of moderate risk wastes from the HHW Facilities to a permitted hazardous waste Treatment, Storage and Disposal Facility (TSDF). The TSDF(s) is to be specified by the proposer as part of this proposal.

2. Point of contact shall be available by telephone during normal business hours 8:00 a.m. to 4:00 p.m. Pacific Standard Time, Monday through Friday for general contract services. For emergencies, a contact shall be available to the County by phone on a 24-hour basis.

3. Proper management, recycling, treatment and/or disposal of delivered moderate risk wastes in accordance with all applicable local, state and federal standards.

4. 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 Kittitas County within 45 days of date manifest shipped. Certificates of final disposition must be received within 6 months of the date the manifest shipped.

5. Reference materials to assist Kittitas County Solid Waste in the classification, sorting, packing, and labeling of collected wastes.

6. Periodic recommendations and guidance on alternative waste management techniques and options.

B. Optional Services

Proposals may also include the following optional services to be provided by the contractor on request by Kittitas County Solid Waste:

1. Assistance in identifying and classifying unknown wastes received at the HHW

Facilities to at least a hazard class level. This service may be necessary when HHW Facility employees have a surplus of wastes needing identification, or when a waste cannot be identified by methods available to HHW staff.

2. Assistance in packing wastes received at the HHW Facilities. This service may be necessary when HHW Facility employees have a surplus of wastes requiring packing.

3. Assistance with training of county employees in the areas of packing, labeling, and shipping requirements and procedures for moderate risk waste; identification of wastes; health and safety issues; and hazardous waste regulations.

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

5. Supplies such as pre-printed manifests for shipment, waste identification labels 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 labels as needed.

6. Management of, or assistance with offsite mobile collections providing same service level as provided at the HHW Facility.

7. Management of or assistance with HHW Facilities supervision or day to day operations.

VII. QUALIFICATIONS FOR PROPOSERS

In order for proposal to be considered, the following items must be submitted:

A. General Information

1. Letter of Intent.

2. Statement of Qualifications.

Provide an overview of the history of your company, a description of services offered, and qualifications to perform the proposal scope of work (Section VI). Thorough discussion is encouraged. Information provided must include the following:

a) Description and history of the company. General expertise and experience, size, facility and service locations.

b) Description of services that your company currently provides, such as disposal, recycling, analytical, transportation, lab-packing, remediation, emergency response, etc., including how the company is organized to provide these services.

c) References from three current or past customers who received services similar to those specified in the proposal scope of work (section VI).
(form attached: Company References)

d) Complete Vendor Questionnaire Form, (Form attached: Vendor Questionnaire).

3. Provide a list of relevant local, state and federal permits, licenses or other authorization issued for provision of services to be rendered under this proposal, including business licenses.

4. Provide a copy of the company's table of contents for its' Health and Safety and Emergency Spill Response Plans.

5. Provide documentation that verifies that the proposer has a Security Plan in place.

6. Provide a copy of the company's Certificate of Insurance.

7. Provide a list identifying any citation, notice of violation, administrative order, court order, judgment, or other evidence of enforcement action by any regulatory entity or agency involving the company, the company's primary or proposed receiving facilities, TSDF's and/or the proposed final disposal facility regarding any local, state or federal environmental, transportation, health or safety law. (Form attached: Orders, Notices or Citations).

8. Provide names and a brief resume of the person(s) who would be managing this program if your proposal is accepted.

9. Describe the invoicing and documentation procedures your company would use if this proposal is accepted.

10. Describe the opportunities and procedures for technical assistance and communication between your company and Kittitas County HHW Collection Facility personnel under this proposal.

11. Any additional information the proposer feels is relevant to the general qualifications of the proposal.

B. Information Specific to Scope of Work

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

2. HHW staff supplies and operates a Kittitas County owned forklift to load containers on the contractor's vehicle. The contractor's driver is responsible for arranging and securing load once place onto vehicle.

3. 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).

4. 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).

5. 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 Facilities while they are loading wastes? Describe how this spill response may impact your company's liability and/or Kittitas County's liability under Worker Safety regulations.

6. Provide complete information in Table A as specified in the Instructions for Completing Table A.

7. Name the TSDF(s) and interim/temporary storage areas that would receive waste from proposal. (form attached: TSDF's/Proposed Disposal/Recycling Facilities).

8. Describe the reference materials required by Section VI. A.5 that your company would provide to the HHW Facility employees if this proposal is accepted (DOT classification of common household products, DOT reference materials, etc.)

9. Describe the employee training assistance your company can provide. Are you able to conduct employee-training classes, or will you provide "expert" advice during training sessions? Name the person(s) from your firm, who would be providing these services, and give a brief resume of their qualifications.

NOTE: Items 10, 11 and 12 are Optional Services (see Section III.B), and are not required for a Proposal to be considered.

10. Describe how you will provide assistance in identifying and classifying unknown wastes received at the HHW Facilities (see Section VI.B.1). Address the following issues:

    a) 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).

    b) What method of analysis will you use, other than the qualitative system used by Kittitas County? Will you provide your own materials and Personal Protection Equipment (PPE) or will you use those provided by Kittitas County at the HHW Facilities? How will this activity impact your company's liability and/or Kittitas County's liability under Worker Safety regulations?

    c) Provide copies of your training program and procedures that you will use for identifying unknown wastes (if you have already done so elsewhere in this submittal, please reference where this material can be found).

11. Describe how you will provide assistance in packing wastes received at the HHW Facilities (see Section VI.B.2). Address the following issues:

    a) 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).

b) Provide copies of packing procedures and training programs your employees will use (if you have already done so elsewhere in this submittal, please reference where this material can be found).

c) How will this activity impact your company's liability and/or Kittitas County's liability under Worker Safety regulations?

12. Will your employees be able to respond to spills that occur at the HHW Facilities while they are identifying unknowns or assisting with packaging? Describe how these activities may impact your company's liability and/or Kittitas County's liability under worker Safety regulations. Provide a copy of Spill Response Procedures and training programs your employees would use in this situation.

C. Program Costs

1. Provide the following detailed cost information for the mandatory services (Section VI.A) offered through this proposal:

   a) Cost of transportation (Section VI.A.1), if any. Quote the per shipment charge or the hourly rate, and any tariff or other charges not included in the transportation cost. Indicate the number of drums able to be transported in a shipment.

   b) Costs for the manifesting, loading, and unloading of wastes, if not included in the transportation cost. Quote the per shipment charge or hourly rate.

   c) Waste management costs (Section VI.A.3). Complete columns 4 and 5 for all entries in Table A. Specify whether the charges are per unit (e.g. per 55-gallon barrel), by weight, by hazard class, by management method, or a combination of these factors. Please note any additional costs of management in Column 6 of Table A.

   d) Provide all other details and costs, including administration costs, associated with the mandatory services offered through this proposal in order to show the accurate cost of this portion of the proposal.

2. Provide the following detailed cost information for the optional services (Section VI.B) Offered through this proposal:

   a) Cost to assist HHW Facility employees with identification of unknown wastes

(Section VI.B.1). Quote per incident or hourly rate. List any charges for PPE or materials used to identify wastes (if your company provides its own), or whether your employees will use materials and PPE available at the HHW Facility.

b) Cost to assist HHW Facility employees with packing of wastes received at the HHW Facility. Quote per incident, per unit, or hourly rate. List any charges for PPE used by your employees while providing this service or whether your employees will provide their own PPE.

c) Cost for employee training. Explain clearly the cost per student, per class, etc., 8 –hour refresher, 40 hr. Certification, 24 hr. Certification, DOT Triennial training.

d) Cost for additional assistance as specified in Section VI.B.4 and 5.

e) Provide all other details and costs, including administration costs, associated with the optional services offered through this proposal in order to show the accurate cost of this portion of the proposal.

IX. CONTRACT TERMS AND CONDITIONS

The County intends to enter into a contractual agreement with the apparent successful Vendor for providing the needed professional services. Contract negotiations will proceed following selection of the apparent successful proposal. The content of the Request for Proposals and the successful Vendor proposal will become integral parts of the contract, but may be modified by the provision of the contract. If a contract, for any reason, cannot be negotiated, another Vendor may be selected.

If a contract is awarded through this proposal, the contract must:

1. Protect, defend, indemnify, and save Kittitas County, its appointed and elected offices and employees harmless from and against any and all liabilities, losses, cost, damage or expenses, including costs and attorney fees in defense thereof because of actions, claims, or lawsuits for damage resulting from personal or bodily injury, including death to persons or damage to or destruction of property arising out of the work performed by the contractor under the contract. This indemnification shall also survive the expiration or termination of the contract.

2. Provide an executed contract bond for the full contract amount as a project performance guarantee.

3. Procure and maintain at their own expense during the term of service provision the following insurance (minimum requirements):

Workman's Compensation Statutory

Employers Liability $1,000,000 Each Accident
General Liability $2,000,000 Each Occurrence
(combined bodily injury/property damage)

Truck Liability $5,000,000 Each Occurrence
(combined bodily injury/property $5,000,000 Each Aggregate
damage)

Pollution Liability $5,000,000 Each Occurrence
$5,000,000 Each Aggregate

4. Services rendered under a contract awarded via this proposal shall apply for a term of one year from date of contract execution, with annual review and renewal at the discretion of Kittitas County, not to exceed five (5) years. Requests for price increases shall be considered only immediately prior to contract anniversary period as follows: Pricing shall be fixed and firm throughout the original contract term. The Vendor may submit a written request for a price increase to the County 60 days in advance of the contract expiration date and if accepted shall take effect on the contract anniversary date. The decision to accept any price increase will be at the sole discretion of the County. Such requests shall demonstrate the following:

a) Price request(s) shall be no greater than the total of changes to the CPI Index for Kittitas County or other pricing index appropriate to the particular product herein.

b) Not produce a higher profit margin than that on the original contract.

c) Clearly identify the items impacted by the increase.

d) Be accompanied by documentation acceptable to the County sufficient to warrant the increase.

e) Remain firm for a minimum of 365 days.

f) Kittitas County will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the County has accepted the higher price and the contract amended, the invoice may be rejected and returned to the contractor for corrections.

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

6. 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 successful proposer shall notify the County in writing within five (5) business days of any change in the successful prospers 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 successful proposer or subcontractor for violation of any Environmental or Safety Law. The successful proposer is solely responsible for compliance. Nothing in the contract, including the County's receipt, review, acceptance or approval of the successful proposer 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 successful proposer be relieved of any legal obligation, including but not limited to the obligation to provide a safe and healthful working environment.

7. Upon award of the contract, Kittitas County will not recognize charges above or different than those specified in this proposal.

8. If awarded a proposal contract, the proposer will be encouraged to utilize, to the maximum extent possible, minority-owned and women-owned businesses in purchases and contracts initiated pursuant to execution of the contract. To this end the following minimum utilization goals are applicable (goals expressed as a percentage of the total dollars available for the purchase or contract).

Minority-Owned Business Participation 10%

Women-Owned Business Participation 6%

The proposer must take the following steps in any procurement initiated after the effective date of the proposal contract agreement:

a) Include qualified minority and women-owned businesses on solicitation lists.

b) Ensure that qualified minority and women-owned businesses are solicited whenever they are potential sources of services or supplies.

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

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

e) Use the services and assistance of the State Office of Minority and Women's Business Enterprise(s) of the U.S. Department of Commerce, as appropriate.

9. Employers must comply with all applicable federal, state and local requirements pertaining to equal opportunity employment.

10. Proposer, if awarded contract, 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 this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matter covered by this Agreement. Contractor will maintain accounting records with accepted accounting principles and practices to substantiate all invoiced amounts.

11. Proposer, if awarded the contract, shall report to the County any spills or accidents including during transport within five (5) business days.

12. Proposer, if awarded the contract, will not discriminate in employment or services to the public on the basis of race, color, national origin, sex, religion, age, mental status, or disability, except employee actions based on a bona fide occupational qualification.

13. Proposer, if awarded the contract, agrees to provide for state industrial coverage for its personnel as required by state law.

14. Proposer, if awarded the contract, shall possess any regulatory licenses and/or permits required to fulfill contractor's obligations at no additional expense to the County.

15. Contract Resources: Identify the Contract Account Manager and Contract Account Representative. The service contact person and alternate service contact person for the Contract will also be identified. If any of these contacts change during the Contract, the successful bidder 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.

16. Notice of Business Changes: Successful bidder shall notify the County in writing within three (3) business days of any change in ownership of the facilities of the successful bidder or of the facilities of any subcontractor. The successful bidder shall notify the County in writing as soon as possible, and in no event later than three (3) business days, after any decision by the successful bidder to change or discontinue service that will affect services provided to the County under the Contract.

17. Access and Review: The County may visit and view any of the offices, premises, facilities, and vehicles of the successful bidder and the successful bidder's subcontractors upon request and reasonable notice during the terms of the contract and any renewal.

18. The contract shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of the contract shall be brought in the Superior Court for the State of Washington in Kittitas County, Washington.

19. The County reserves the right to cancel this contract upon sixty (60) days written notice sent by certified mail to the successful contractor. If the contractor fails to comply with the terms and conditions of the contract, the County may pursue such remedies as are legally available, including but not limited to the immediate termination of the contract.

XI. Instructions for Completing Table A

1. Entries represent waste streams expected to be collected and managed at the facilities. If in your experience, other waste streams may be present, add those waste streams

as a new entry at the bottom of the table, filling out all the columns for the new entry. It is recognized that other hazard classes and waste types exist and may be collected in the future.

2. Column 2 shows the packing method (e.g., bulk or loose pack) for a particular waste stream. Add any other packing methods your proposal will offer for a waste stream as another entry. Please be very specific as to what kind of packing method and container will be required for each management option.

3. Column 3 (Management Method) is filled out for those waste streams where a management option is preferred. If your company offers other management options for these waste streams or offers multiple management options for other waste streams, add new entries at the bottom of the table to show all the available options for each waste stream. (These may include but are not limited to recycling treatments, fuels, blending, landfill, re-use, incineration, etc.).

4. Fill in Column 4 and 5 (Cost) for all entries as applicable. Be specific (e.g., per barrel, per gallon, etc.).

5. Use Column 6 (Notes) to describe additional information necessary for complete understanding of the management option and its cost(s).

6. It will be assumed that Table A constitutes the entirety of waste management options your firm is offering through this proposal. Therefore, all waste management options your company wishes to offer through this proposal must be shown on Table A, with all columns correctly filled out. **Any entries not completely filled out will not be considered when evaluating the proposals.**

TABLE A: Waste Streams and Management Options

DOT Class	Waste Stream	Management Method	Cost 55 g-dm	Cost 5 g-df	Notes/Other Including alternate container size
Non-RCRA	**Antifreeze**	**Recycling Preferred**			
	Bulk Ethylene Glycol				
	Off-Spec/Contaminated				
	Bulk Propylene Glycol				
	Off-Spec/Contaminated				
	Oil Filters	**Recycling Preferred**			
	Bulk, Crushed				
	Bulk, Uncrushed				
	Batteries	**Recycling Preferred**			
	Wet Cell NiCad				
	Alkaline				
	Lithium				
	Silver Oxide				
	Nickel-Cadmium				
	Nickel Metal Hydride				
	Mercury				
	Fluorescent Light Tubes	**Recycling Preferred**			
	Crushed				
	Uncrushed-Poly Sleeved				
	“Good” Latex Paint	**Recycling Preferred**			
	Bulk				
	Loosepack				
	Tubskid				
	“Bad” Latex Paint	**Re-Use Preferred**			
	Bulk				
	Loosepack				
	Tubskid				
	Loosepack 40-yard Roll-off				

TABLE A: Waste Streams and Management Options

DOT Class	Waste Stream	Management Method	Cost 55 g-dm	Cost 5 g-df	Notes/Other Including alternate container size
2.1 Flammable Gas	**e.g. aerosol paint, propane, pesticides, insecticides**				
	Propane Tanks 5.5 gal				
	Aerosol Paint, Related	**A-fuel Preferred**			
	Aerosol Pesticides, Corrosives, Non-Flammable	**Incineration Preferred**			
2.3 Poisonous Gas	**e.g. Waste Chlorine**				
	Labpack				
3	**Contaminated Oil & Antifreeze, Benzene, Methanol, Kerosene, Gasoline, Solvents**	**A-Fuel Preferred**			
	Bulk Flammable Liquids				
	Loosepack				
3	**Oil Paint, Stains, Resins, Adhesives, and Thinners**	**A-Fuel Preferred**			
	Bulk Flammable Liquids				
	Loosepack				
3 Flammable Liquids/ Solids	**Pesticides**	**Incineration Preferred**			
	Labpack Solid or Liquid				

TABLE A: Waste Streams and Management Options

DOT Class	Waste Stream	Management Method	Cost 55 g-dm	Cost 5 g-df	Notes/Other Including alternate container size
4 **Reactive/Spontaneous Combustible Solids**	**e.g. calcium carbide, sodium dithionite**	**Incineration Preferred**			
	Labpack				
5.1 **Oxidizing Materials**	**e.g. sodium nitrate, calcium hypochloride**				
	Labpack, solid				
	Labpack, Liquid				
5.2 **Organic Peroxides**	**e.g. MEK peroxide, benzoyl peroxide**	**Incineration Preferred**			
	Labpack Solid				
	Labpack, Liquid				
6.1 **Poisonous Materials**	**e.g. pesticides, cresols**	**Incineration Preferred**			
	Labpack, Solid				
	Labpack, Liquid				
	Pesticides bulk drum				
	Labpack, Liquid/Solids				
8 **Corrosive Materials**	**Acids (e.g. hydrochloric Acid, phospohoric acid)**	**Treatment**			
	Labpack, Liquid/Solids				
	Bulk Liquid Acids				
	Alkalines (e.g. TSP, sodium hydroxide)	**Treatment**			
	Labpack, Liquid/Solids				
	Bulk Drum, Alkalines				
9 **Misc. Hazardous Materials**	**PCB Ballasts**				
	Leaking	**TSCA Incineration**			
	Non-Leaking	**Haz Waste Landfill**			

Table A: Waste Streams and Management Options

DOT Class	Waste Stream	Management Method	Cost 55 g-dm	Cost 5 g-df	Notes/Other Including alternate container size
9	**PCB Contaminated Oil**	**TSCA Incineration**			
Misc. Hazardous Waste	Bulk				
	Mercury and Mercury contaminated wastes	**Retort/Recycle**			
	Elemental, pure mercury				
	Mercury debris, thermometers				
	Mercury compounds				
	Mercury Filters				
	Lead Waste				
	Refrigeration Oil				

Additional Items

		Management Method	Cost	Notes
PCB's	Flammable Liquid contaminated With 50<500 ppm PCB	**TSCA Incineration**		
	Flammable Liquid contaminated with >500 ppm PCB	**TSCA Incineration**		
Non-Reg	Non-Regulated liquids			
	Non-Regulated solids			
	Water contaminated with Oil	**Treatment Preferred**		
SUPPLIES	Empty supply drums	55 Gallon metal 1A2		
	NEW	55 Gallon metal 1A1		
		30 Gallon metal 1A2/1A1		
		10 Gallon 1A2/1A1 Plastic		
		5 Gallon 1A2/1A1		
		85 Gallon Over-pack metal		
		85 Gallon Over-pack plastic		

Table A: Waste Streams and Management Options

			Cost	Notes
SUPPLIES	Empty supply drums	55 Gallon metal 1A2		
		55 Gallon metal 1A1		
		30 Gallon metal 1A2/1A1		
		10 Gallon 1A2/1A1 Plastic		
		5 Gallon 1A2/1A1		
		85 Gallon Over-pack metal		
		85 Gallon Over-pack plastic		

TSDF'S 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. **Use additional sheets if necessary for complete and accurate answers.**

A. Facility Name:_____

B. Mailing Address:_____

C. Facility Site Address:_____

D. Company Contact Person: _____

E. E-mail Address_____ _____

F. Proposer-Owned? Yes____ No____ Subcontractor? Yes____ No____

G: Describe the type of disposal activities performed at this facility:_____

_____

_____

H. G. EPA/State identification number:_____

I. H. List of Environmental Permits/Licenses/Approvals:_____

_____

_____

J. I. List at least Two Customer References for this Facility (Company Name, Phone, Contact Person): (This is a separate requirement from the "Company References" attachment, which is specific to the Proposer):

1._____

_____

_____

2._____

_____

_____

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 three (3) 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:_____**

COMPANY NAME:_____

Proposer-Owned: Yes____ No____ Subcontractor? Yes____ No____

ADDRESS:_____

CONTACT PERSON:_____**PHONE No.:**_____

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:_____

_____

COMPANY REFERENCES

The Proposer shall identify at least three (3) references using this format. References shall be major customers for whom the Proposer has provided disposal services, or Recycling services or processing of materials into alternative products during the past three (3) years, with particular emphasis on other governmental customers or large volume containers.

A. Firm Name:_____

Mailing Address:_____
_____

Approximate Amount of Material Managed Per Year:_____

Contact Person:_____Telepohone:_____

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:_____

Vendor Questionnaire

Vendor's Name:_____

INSTRUCTIONS: **This is a mandatory response.** You must submit this form to the County with your bid or proposal. Provide the requested information, then sign and date. If response is incomplete or the County requires further description, the County may request Vendor provide such information within a mandatory due date or may determine the missing information is immaterial to award.

Vendor Information	
Vendor's Legal Name and DBA, if applicable	
Mailing Address	
Contact Person and Title	
Contact Person's Phone Number	
Contact Person's Fax Number	
Contact Person's E-Mail Address	
Seattle Business License Number	
State UBI Number	
Federal TIN or EIN Number	

Ownership	**Specify yes or no.** If Yes, explain
Is your firm a subsidiary, parent, holding company, or affiliate of another firm?	

Financial Resources and Responsibility	**Specify yes or no.** If Yes, explain
Within the previous five (5) years has your firm been a debtor of a bankruptcy?	
Is your firm in the process of or in negotiations toward being sold?	
Within the previous five (5) years has your firm been debarred from contracting with any local, state, or federal government agency?	
Within the previous five (5) years has your firm been determined to be a non-responsible bidder or proposer for any government contract?	
Within the previous five (5) years has a governmental or private entity terminated your firm's contract prior to contract completion?	
Within the previous five (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?	

Disputes	**Specify yes or no.** If Yes, explain
Within the previous five (5) years has your firm been the defendant in court on a matter related to any of the following issues: • Payment to subcontractor? • Work performance on a contract?	
Does your firm have outstanding judgments pending against it?	
Within the previous five (5) years has your firm been assessed liquidated damages on a contract?	
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?	
Compliance	**Specify yes or no.** If Yes, explain

Vendor Questionnaire

Vendor's Name:_____

	If yes, explain.
Within the previous five (5) years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your firm if your firm is a publicly traded corporation.	
If a license is required to perform the services sought by this solicitation, within the previous five (5) years has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?	
If Hazardous Materials are an element of the contract, has the Vendor had any violations of improper disposal of such materials or any violation of associated laws, rules or regulations in the previous five (5) years?	

Business Integrity	**Specify yes or no.** If Yes, explain
Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?	
Within the previous five (5) years has a governmental entity or public utility determined our firm made a false claim or material misrepresentation?	
Within the previous five (5) years has your firm or any of its owners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.	

The undersigned hereby certifies that the Vendor:
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;
Has had opportunity to ask questions regarding the requirements and that the questions were answered by the County;
Vendor's offer is valid until the date the County awards a Vendor Contract or rejects all offers;
That all information provided within the Vendor's Offer, including but not limited to the information provided in response to this Vendor Questionnaire, is true and correct to the best of his/her knowledge;
That Vendor 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;
That Vendor 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 Vendor 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.
That the person signing below has the authority to legally bind the Vendor.

Dated this _____ day of _____,_____.

Signature

Dated