

**ISLAND COUNTY
PUBLIC WORKS
SOLID WASTE DIVISION**

REQUEST FOR PROPOSALS (RFP)

REUSABLE MATERIALS STORE – COUPEVILLE SOLID WASTE FACILITY

ISSUED MAY 17, 2012



PROPOSAL DUE DATE: Thursday, June 21, 2012, 4:00 p.m. local time, Coupeville, Washington, USA.

Mailed or E-mailed bids will be accepted. Faxed bids will not.

ESTIMATED TIME PERIOD FOR CONTRACT: Three (3) year period from the date contract is signed by the Board of Island County Commissioners. Island County reserves the right and sole discretion to extend the contract for up to two additional two-year periods.

CONTRACTOR ELIGIBILITY: This procurement is open to those community-based nonprofit organizations (NPOs) that satisfy the minimum qualifications stated herein and that are available for work in Island County.

Procurement of the services described herein is pursuant to Island County Code 2.29.

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Island County Department of Public Works (COUNTY) is issuing this Request for Proposals (RFP) to local nonprofit organizations (NPOs) interested in participating in a project to reduce waste at the Solid Waste Complex in Coupeville, WA by providing recovery of sellable items, building materials, and other hard-to-recycle materials that otherwise would be thrown away. Examples include usable acrylic/latex paint, planting pots, electronics, and useable building materials.

This project will benefit the COUNTY by diverting usable materials from the solid waste stream pursuant to the COUNTY's stated priorities in the current Comprehensive Solid Waste Management Plan. The project is intended to benefit the Whidbey Island community by making available used materials that are currently land-filled. Finally, the project is intended to assist the contracting NPO by providing revenue to the community service effort identified in its charter. Revenue generated by the NPO will be from sales of usable materials and from fees collected for hard-to-recycle materials that are diverted from solid waste disposal.

This project will not recover bottles, aluminum/steel cans, cardboard/paper grades, ferrous or non-ferrous scrap and other materials which are recovered under existing contract. This project also does not focus on household goods such as kitchen ware, clothing, books and toys currently available at existing local thrift outlets County wide and a small thrift store operating at the recycle park at the Coupeville Solid Waste Complex. The project will refer customers to those traditional recycling services elsewhere in the County and Solid Waste Complex.

The COUNTY intends to award *one* contract to provide the services described in this RFP.

1.2 OBJECTIVES AND SCOPE OF WORK

The CONTRACTOR will provide services of waste diversion from the solid waste stream in the following ways:

- Maintain a recovery and sales center (Center) located at the Solid Waste Complex (Coupeville, WA) to:
 - Accept and sell used or surplus building materials and other items. Examples: House paints, lumber, brackets, fasteners, masonry products, roofing materials;
 - Consider accepting materials that are difficult to recycle and that are NOT included under existing Recycle Service contracts that currently collect glass, tin, steel, aluminum and plastic containers, paper and scrap metal. Potential hard-to-recycle materials may include agricultural plastics, film plastic, packaging materials, rags and printers, fax machines and other electronics that are not eligible in the E-Cycle Washington system. Fees or donations may be requested of the generator by the CONTRACTOR to offset handling costs.
 - Accept hard-to-recycle items approved by the CONTRACTOR.
 - Process, market and ship any hard-to-recycle materials accepted by the CONTRACTOR.
- Assist solid waste customers at the tipping areas. A minimum number of hours that an NPO employee or volunteer works with the public at the tipping areas shall be negotiated and included in a service contract. Customer assistance and information may include:
 - Direct customers with cardboard and traditional household recyclables to the recycle park or to designated receptacles located near trash tipping areas,
 - Refer household or business chemicals to the Moderate Risk Waste facility, and
 - Refer hard-to-recycle or usable items to the Center.
- Recover sellable items in the solid waste stream or that have been set aside by Solid Waste Technicians.

1.3 OPERATING STANDARDS

In addition to the objectives stated above, the Center must:

- Use safe work practices at all times.
- Be managed and operated in an organized manner that keeps covered those materials subject to damage by rain, maintains a clear aisle and doorways for safe building access and egress, provides for clearly delineated drop off and parking area, and stores similar materials together in vertical racks or bins.
- Be equipped with locking gates and doors. Any portion of the Center outside of the building, and excluding drop off and parking areas, must be surrounded by durable fencing equipped with privacy screens, such as chain link with slats.
- Provide sanitary facilities for NPO employees and volunteers.
- Be kept free of litter and materials that pose risk of slips, trips and falls.
- Maintain a conspicuously marked and readily accessible spill cleanup kit for small spills of paints and cleaners.
- Include an entry sign with name of Center and NGO, and signs to identify parking areas, drop off areas, hours of operation, spill kit and any safety equipment.
- There may be no entry into solid waste trailers, and no aggressive recovery in front of solid waste customers.
- Employees and volunteers must treat members of the public courteously and professionally at all times.

1.4 MINIMUM QUALIFICATIONS

Minimum qualifications include:

- Licensed to do business in the State of Washington or provide a commitment that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
- An exemption under the federal Internal Revenue Code Section 501(c)(3).
- A nonprofit organization mission statement that benefits communities within Island County
- Experience with collection and sales of used materials.
- Experience with customer relations.
- Resources to provide staff, signs, fencing or other features necessary to carry out the scope of services.
- References attesting to clean and organized operations of collection and/or sales of used materials.

1.5 ADDITIONAL DESIRED QUALIFICATIONS

Additional desired qualifications include the demonstrated ability to partner or collaborate with other community-based organizations such as arts or building groups that represent potential users of items donated. Examples of art-based organizations include the Pacific Northwest Art School, Whidbey Island Arts Council, and the arts departments of public and private schools. Examples of builders' groups include Skagit/Island Counties Builders Association and the Whidbey Island Woodworkers Guild.

1.6 FUNDING and RESOURCES PROVIDED

The COUNTY has budgeted an amount not to exceed five thousand dollars (\$5,000) for the start up of this project. Proposals requiring start up funding from Island County in excess of \$5,000 will be considered non-responsive and will not be evaluated.

Any contract awarded as a result of this procurement is contingent upon the availability of funding.

Other resources provided by Island County include:

- A 1,300 square foot unheated metal skinned pole building (14 feet of clearance to rafters) and with up to 3,650 square feet of unfenced paved yard, the specific use of which shall be

approved by the County. This building is situated at the entrance of the Solid Waste Complex, Coupeville.

- A down-stroke (vertical) baler and its maintenance, as much as practical.
- Electrical service to operate lights, the baler and 120 Volt, 15 amp outlets
- Supply and maintenance of at least two ABC-rated fire extinguishers

1.7 PERIOD OF PERFORMANCE

The contract resulting from this RFP is intended to remain in effect for period of three years from the time of contract execution, and may be extended by amendment for up to two additional two-year periods for a potential total contract period of up to seven years.

1.8 DEFINITIONS

Apparent Successful Contractor – The proposer selected as the entity to perform the anticipated services, subject to completion of contract negotiations and execution of a written contract.

CONTRACTOR – Nonprofit organization whose proposal has been accepted by the COUNTY and is awarded a fully executed, written contract.

COUNTY – The Department of Public Works, Solid Waste Division is the department of Island County, Washington that is issuing this RFP.

Hard-to-recycle material – Items that are technically recycled but are not included in traditional recycle systems that are designed to collect and process product packaging and metals. Factors making a material hard-to-recycle can include low market value, high shipping costs and/or high quality standards. Examples of hard-to-recycle materials that are currently being recovered in the Pacific Northwest: Electronics peripheral equipment (items ineligible for the E-Cycle Washington,) compact discs and cases, video cassette and cases, non-container rigid plastic #2 HDPE products, clean plastic film, planting pots, cotton rags.

Proposal – A formal offer submitted in response to this solicitation.

Proposer – Individual, company or organization that submits a proposal in order to attain a contract with the COUNTY.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the proposer to suggest various approaches to meet the need at a given price.

Waste Diversion – The prevention of materials in the solid waste stream by methods of source separation, recycling and reuse.

2. GENERAL INFORMATION FOR PROPOSERS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the COUNTY for this procurement. All communication between the Proposer and the COUNTY upon release of this RFP shall be with the RFP Coordinator, as follows:

Name	Jerry Mingo
E-Mail Address	JerryM@co.island.wa.us
Mailing Address	ATTN: Jerry Mingo, Island County PW/Solid Waste P.O. Box 5000 Coupeville, WA 98239-5000
Physical Address for Delivery	Public Works Counter, Annex Building, 1 NE 6 th St, Coupeville, WA 98239
Phone Number	360-679-7386
Fax Number	360-678-5260

Any other communication will be considered unofficial and non-binding on the COUNTY. Proposers are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Proposer.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES, 2012

Issue Request for Proposals	May 1
Pre-proposal Conference (Project Viewing)	2:00 pm, May 31
Proposals due	4:00 pm, June 21
Evaluate proposals	June 29
Interviews with finalists, if required. Negotiate Contract	July 2-6
Announce "Apparent Successful Contractor" and send notification via fax or e-mail to unsuccessful proposers	July 6
Legal & Risk Review	July 9
Begin contract work	July 30

The COUNTY reserves the right to revise the above schedule.

2.3 PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled to be held at 2:00 p.m. on May 31, 2012 at the Solid Waste Complex, 20018 State Route 20, Coupeville, WA 98239. Prospective Proposers should attend, however, attendance is not mandatory.

COUNTY will be bound only to COUNTY'S written answers to questions. Questions arising at the pre-proposal conference or in subsequent communication with the RFP Coordinator will be documented and answered in written form. A copy of the questions and answers will be sent to each prospective Proposer that has received a copy of the RFP or made the RFP Coordinator aware of its interest in this procurement.

2.4 SUBMISSION OF PROPOSALS

HARD COPY PROPOSALS:

Proposers are required to submit four (4) copies of their proposal. One copy must have an original signature in BLUE ink and three copies can have photocopied signatures. The proposal, whether mailed or hand delivered, must arrive at the COUNTY no later than **4:00 p.m., on Thursday, June 21, 2012.**

Envelopes containing proposals shall be clearly marked "ATTN: Jerry Mingo, REQUEST FOR PROPOSALS, 4:00 p.m., June 21, 2012." Mail or deliver proposal to the respective mailing or physical address noted in Section 2.1.

Proposers mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Proposers assume the risk for the method of delivery chosen. The COUNTY assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission. Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the COUNTY and will not be returned.

ELECTRONIC PROPOSALS:

The proposal must be received by the RFP Coordinator no later than **4:00 p.m., on Thursday, June 21, 2012.**

Electronically submitted proposals must be attachment to an e-mail to Jerry Mingo at the e-mail address listed in Section 2.1. Attachments to e-mails shall be in Microsoft Word format or PDF. Enter "REQUEST FOR PROPOSALS" in the subject line. Zipped files cannot be received by the COUNTY and cannot be used for submission of proposals. The cover submittal letter must have a scanned signature of the individual within the organization authorized to bind the Proposer to the offer. The COUNTY does not assume responsibility for problems with proposer's e-mail. If the COUNTY'S e-mail is not working, appropriate allowances will be made.

Proposals may not be transmitted using facsimile transmission.

Proposers should allow sufficient time to ensure timely receipt of the proposal by the RFP Coordinator. Late proposals will not be accepted and will be automatically disqualified from further consideration, unless the COUNTY'S e-mail is found to be at fault. All proposals and any accompanying documentation become the property of the COUNTY and will not be returned.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of the COUNTY. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by an authorized agent of the COUNTY and the Apparent Successful Contractor; thereafter, the proposals shall be deemed public records as defined in Chapter 42.56 of the Revised Code of Washington (RCW).

Any information in the proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of Chapter 42.56 RCW, or other state or federal law that provides for the nondisclosure of your document, must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Proposer is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the proposer has marked as "Proprietary Information," the COUNTY will notify the proposer of the request and of the date that the records will be released to the requester unless the Proposer obtains a court order enjoining that disclosure. If the Proposer fails to obtain the court order enjoining disclosure, the COUNTY will release the requested information on the date specified. If a Proposer obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to Chapter 42.56 RCW, or other state or federal law that provides for nondisclosure, the COUNTY shall maintain the confidentiality of the Proposer's information per the court order.

A charge will be made for copying and shipping, as outlined in RCW 42.56. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.6 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via e-mail to all individuals, who have made the RFP Coordinator aware of their interest. Addenda will also be published at www.islandcounty.net/RFP.htm. For this purpose, the published questions and answers and any other pertinent information shall be provided as an addendum to the RFP and will be placed on the website.

If you downloaded this RFP from the COUNTY website located at www.islandcounty.net/RFP.htm, you are responsible for sending your name, e-mail address, and telephone number to the RFP Coordinator in order for your organization to receive any RFP addenda.

The COUNTY also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7 ACCEPTANCE PERIOD

Proposals must provide 30 days for acceptance by COUNTY from the due date for receipt of proposals.

2.8 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The COUNTY reserves the right at its sole discretion to waive minor administrative irregularities.

2.9 MOST FAVORABLE TERMS

The 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 which the Proposer can propose. There will be no best and final offer procedure. The COUNTY does reserve the right to contact a Proposer for clarification of its proposal.

The Apparent Successful Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of Proposer's proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the COUNTY.

2.10 CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Attachment A. In no event is a Proposer to submit its own standard contract terms and conditions in response to this solicitation. The Proposer may submit exceptions as an attachment to their response to this RFP. The COUNTY will review requested exceptions and accept or reject the same at its sole discretion.

2.11 COSTS TO PROPOSE

The COUNTY will not be liable for any costs incurred by the Proposer in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.12 NO OBLIGATION TO CONTRACT

This RFP does not obligate the COUNTY to contract for services specified herein.

2.13 REJECTION OF PROPOSALS

The COUNTY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.14 COMMITMENT OF FUNDS

Any expenditure of funds for contracted services resulting from this RFP may be legally committed by the COUNTY in accordance with procurement guidelines set forth in Island County Code 2.29.

2.15 INSURANCE COVERAGE

The CONTRACTOR is to furnish the COUNTY with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in Attachment A, Sample Services Contract.

3. PROPOSAL CONTENTS

NOTE: Proposals can be submitted either hard copy or electronically. Use applicable section.

HARD COPY:

Proposals must be written in English and submitted on eight and one-half by eleven inch (8 ½" x 11") paper with tabs separating the major sections of the proposal. The four major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal
2. Technical Proposal
3. Management Proposal
4. Cost Proposal

ELECTRONIC PROPOSALS:

Proposals must be written in English and submitted electronically to the RFP Coordinator in the order noted below:

1. Letter of Submittal
2. Technical Proposal
3. Management Proposal
4. Cost Proposal

Proposals must provide information in the same order as presented in this document with the same headings. This will be helpful to the evaluators of the proposal, and should assist the Proposer in preparing a thorough response.

Items marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive, however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal must be signed and dated by a person authorized to legally bind the Proposer to a contractual relationship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Proposer and any proposed subcontractors:

1. Name, address, principal place of business or operation, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Proposer (non-profit organization, sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to provide community service or to conduct business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue. If the Proposer does not have a UBI number, the Proposer must state that it will become licensed in Washington within thirty (30) calendar days of being selected as the Apparently Successful Contractor.
5. Any additional locations from which the Proposer would operate.
6. Identify any county employees or former Island County employees employed or on the organization's governing board as of the date of the proposal. Include their position and responsibilities within the Proposer's organization. If, following a review of this information, it

is determined by the COUNTY that a conflict of interest exists, the Proposer may be disqualified from further consideration for the award of a contract.

3.2 TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology** – Include a complete description of the Proposer’s approach and methodology for the project. This section should convey Proposer’s understanding of the proposed project.
- B. Work Plan** - Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Proposer’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of COUNTY staff. The Proposer may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule** - Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.
- D. Outcomes and Performance Measurement** – Describe the impacts/outcomes the Proposer proposes to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the COUNTY.
- E. Risks** - The Proposer must identify potential risks that are considered significant to the success of the project. Include how the Proposer would propose to effectively monitor and manage these risks, including reporting of risks to the COUNTY’S contract manager.

3.3 MANAGEMENT PROPOSAL

A. Project Management (SCORED)

- 1. **Project Team** - Provide a description of the proposed project team to be used during the course of the project, including any subcontractors and how Proposer intends to carry out the project. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this contract and relationships of this staff to other programs or functions of the organization. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
- 2. **Staff Qualifications/Experience** –Identify staff and subcontractors, those assigned to the project indicating responsibilities and qualifications, or minimum qualifications of employee positions to be filled.

B. Experience of the Proposer (SCORED)

- 1. Indicate the experience the Proposer has in the following areas:
 - a. Collection and resale of used goods or materials
 - b. Management of staff and volunteer coordination

2. Indicate other relevant experience that indicates the qualifications of the Proposer, and any subcontractors, for the performance of the potential contract.
3. Include a list of work the Proposer has had during the last five years that relate to the Proposer's ability to do the work under this RFP. List references, period of performance, contact persons and their telephone numbers.

C. Related Information (MANDATORY)

1. If the Proposer contracted with Island County during the past 24 months, name the COUNTY department, project description and/or other information available to identify the work performed.
2. If the Proposer has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Proposer's non-performance or poor performance.

D. References (MANDATORY)

List names, addresses, and telephone numbers of three (3) business references for the Proposer and briefly describe the type of service provided. Do not include current COUNTY staff as references. By submitting a proposal in response to this Work Request, the vendor and team members grant permission to COUNTY to contact these references and others, who from COUNTY'S perspective, may have pertinent information. The COUNTY may or may not, at COUNTY'S discretion, contact references. The COUNTY may evaluate references at the COUNTY'S discretion.

3.4 COST PROPOSAL (SCORED)

It is intended that the COUNTY pay for electricity and a maximum of five thousand dollars (\$5,000) toward fencing, signs or other start-up costs. Proposals that include a cost to the COUNTY of greater than \$5,000 will not be considered responsive to this RFP.

Describe Proposer's ability to raise or have access to start-up funds in addition to funding committed by the COUNTY.

4. EVALUATION AND CONTRACT AWARD

4.1 EVALUATION PROCEDURE

Proposals will be evaluated in accordance with the requirements stated in this RFP and any addenda issued. Proposal evaluation shall be carried out by an evaluation team as described.

COUNTY, at its sole discretion, may select the top-scoring Proposers for an interview if basic requirements of the RFP are met. The County, at its sole discretion will determine the successful proposal.

The RFP Coordinator may contact the Proposer for clarification of any portion of the Proposer's proposal.

4.2 EVALUATION WEIGHTING AND SCORING – 100 Maximum Points

The following points will be assigned to each written proposal for evaluation purposes:

Technical Proposal, 70%	
Project Approach	15 points (maximum)
Quality of Work Plan	15 points (maximum)
Community Outreach	10 points (maximum)
Project Schedule	5 points (maximum)
Materials Diverted	25 points (maximum)
Total Technical Proposal Points	70 points (maximum)

Management Proposal – 30%	
Project Team	15 points (maximum)
Start-up funding resources	15 points (maximum)
Total Management Points	30 points (maximum)

A judging panel to score each proposal will consist of:

- Recycle & Hazardous Waste Coordinator, Island County (also serves as the RFP Coordinator)
- Solid Waste Manager, Island County
- Waste Wise Volunteer Coordinator, Washington State University Extension Service
- One COUNTY appointed member of the Solid Waste Advisory Committee.

Scores by each member of the judging panel will be added to produce a single score for each written proposal. COUNTY reserves the right to award the contract to the Proposer whose proposal is deemed to be in the best interest of the COUNTY.

4.3 INTERVIEW

The COUNTY may, after evaluating the written proposals, elect to interview all or top scoring finalist(s.) If an interview is desired, the COUNTY will contact the selected proposers based on evaluation of the written proposals to schedule a date, time and location. Commitments made by the Proposer at the oral interview, if any, will be considered binding.

Interview Scoring

If interview(s) are scheduled, the same judging panel will be used to score presentation(s.) Scoring of interviews will consist of 20 maximum points by each judging panel member and will be added to the written proposal score for a total score for respective Proposers. The highest scoring proposal will then proceed to contract negotiation.

4.4 NOTIFICATION TO PROPOSERS

The COUNTY will notify the Apparently Successful Contractor of their selection in writing upon completion of the evaluation process. Organizations whose proposals were not selected for further negotiation or award will be notified separately by e-mail or facsimile.

5. RFP ATTACHMENTS

Attachment A Sample Service Contract

**(SAMPLE) CONTRACT FOR SERVICES
BETWEEN
ISLAND COUNTY, Washington
AND
(Company/Organization Name)
(City, State)**

This Contract is made and entered into by and between the Island County, Washington, hereinafter referred to as "COUNTY", and the below named organization, hereinafter referred to as "CONTRACTOR,"

(Contractor Name)

(Address)

(City, State Zip)

Phone: [REDACTED]

Email: [REDACTED]

Federal ID No.: [REDACTED]

WA State UBI No.: [REDACTED]

PURPOSE

The purpose of this contract is to provide Island County residents the opportunity to recycle or reuse materials that are otherwise destined for disposal at the Solid Waste Complex located in Coupeville, Washington, in a manner that benefits a community-based charitable non-profit organization. Examples of materials that can be diverted from the solid waste stream include usable acrylic/latex paint, plastic planting pots, electronics that are not eligible in the E-Cycle Washington program, plastic film and useable building materials.

This contract is intended to benefit the COUNTY by furthering the effort to recycle or reuse materials and avoid their disposal as trash. Waste reduction, re-use and recycling are elements of the County's Solid Waste Management Plan that are required by the State of Washington. This contract is intended to benefit a community-based non-profit organization (NPO) by accessing sellable goods and by accepting fees or donations for difficult-to-recycle materials.

This contract is further intended to promote the recovery of traditional household recyclable materials (container glass, tin and aluminum cans, plastic bottles, cardboard and papers) by referring solid waste customers observed with these materials to the adjacent recycle park located within the Solid Waste Complex at Coupeville. Similarly, this project is not intended to focus on household goods such as kitchen ware, clothing, books and toys as a County-wide thrift store industry is in place as well as a small thrift store currently operating at the recycle park located within the Solid Waste Complex.

SCOPE OF WORK

The CONTRACTOR will provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

CONTRACTOR's Proposal or as it may be negotiated, dated _____, attached as Exhibit D and the COUNTY'S Request for Proposals attached as Exhibit C.

Exhibit B contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of both parties.

The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

Evidence of Insurance: Due prior to any activity by CONTRACTOR on COUNTY property. An annual quantity of materials that are diverted from the solid waste stream, itemized by type expressed in pounds, will be due by March 1 of each year.

All written reports required under this contract must be delivered to the Recycle & Hazardous Waste Coordinator, the administrator of this contract, in accordance with the schedule above.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be for 3 years from the date of execution. If mutually agreed, the COUNTY and CONTRACTOR may extend this contract for up to two additional two-year periods.

COMPENSATION AND PAYMENT

This contract is a mutually beneficial arrangement whereby NO PAYMENTS are made between the COUNTY and the CONTRACTOR.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications regarding the performance of this Contract.

CONTRACTOR Contract Manager	COUNTY Contract Administrator
<p><i>Enter Contract Manager's Name</i></p> <p><i>Enter Name of CONTRACTOR</i></p> <p><i>Enter CONTRACTOR Address</i></p> <p><i>Enter City, State & Zip Code</i></p> <p><i>Phone : ()</i></p> <p><i>Fax: ()</i></p> <p><i>Email address:</i></p>	<p>Jerry Mingo</p> <p>Island County PW/Solid Waste</p> <p>P.O. Box 5000</p> <p>Coupeville, WA 98239-5000</p> <p><i>Phone:</i> (360) 679-7386</p> <p><i>Fax:</i> (360) 678-5260</p> <p><i>Email address:</i> JerryM@co.island.wa.us</p>

ASSURANCES

COUNTY and the CONTRACTOR agree that all activity pursuant to this contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – Standard Insurance and Indemnification
- Exhibit B – General Provisions
- Exhibit C - Request for Proposals dated May 17, 2012
- Exhibit D - Contractor’s Proposal dated [REDACTED]
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the COUNTY’S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of _____ pages and _____ attachment(s), is executed by the persons signing below who warrant that they have the authority to execute the contract.

Signature

William E. Oakes, Director
Department of Public Works,
Island County, Washington

Printed Name

Title Date

EXHIBIT A TO SAMPLE CONTRACT

ISLAND COUNTY
STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS

INDEMNIFICATION / HOLD HARMLESS

To the fullest extent permitted by law, _____ shall indemnify, defend and hold harmless Island County, agencies of Island County and all officials, agents and employees of Island County, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. _____ obligation to indemnify, defend, and hold harmless includes any claim by _____ agents, employees, representatives, or any subcontractor to its employees.

_____ expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to _____ or any subcontractor's performance or failure to perform the contract. _____ obligation to indemnify, defend, and hold harmless Island County shall not be eliminated or reduced by any actual or alleged concurrent negligence of Island County or its agents, agencies, employees and officials.

INSURANCE

Prior to commencement of services under this Contract, _____ shall submit to Island County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without sixty (60) days prior to notice to the County. _____ shall maintain at _____ sole expense unless otherwise stipulated, the following insurance coverages, insuring _____, _____ employees, agents, designees and indemnities as required herein:

1. The _____ shall not commence work under this Contract until the _____ has obtained all insurance required under this paragraph and such insurance has been approved by the County.
2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and workmen's Compensation to be maintained by the _____ shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without sixty (60) days written prior notice to the County. The _____ insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the county, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
3. The _____ shall maintain, during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the _____ from claims for damages for bodily injury, including wrongful death, as well as from

claims of property damage which may arise from any operations under this contract whether such operations be by the _____ or by anyone directly employed by or contracting with the _____.

Specific limits required \$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states the _____ General Liability shall be primary, and not contributory, with any other insurance maintained by the County.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

4. Commercial General Liability insurance shall be endorsed to include a "cross liability", indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

5. The _____ shall maintain, during the life of this Contract, Business Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per combined single limit to protect the _____ from claims which may arise from the performance of this Contract, whether such operations be by the _____ or by anyone directly or indirectly employed by the _____. Covered auto shall be designated as "Symbol 1" any auto.

6. All Liability coverages, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of a three (3) year tail coverage shall be maintained after the expiration of the contract.

7. _____ shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. _____ shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

8. Industrial Insurance Waiver - With respect to the performance of this Contract and as to claims against the County, its officers, agents and employees, the _____ expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of the _____ against the County. However, _____ waiver of immunity by the provisions of this paragraph extend only to claims against _____ by County, and does not include or extend to claims by _____ employees directly against _____. This waiver is mutually negotiated by the parties to this Agreement.

9. Professional Liability Insurance - Prior to the start of work, the _____ will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the _____ for a

minimum of three (3) years following the termination of this Contract, and the _____ shall annually provide the County with proof of renewal.

10. Subcontractors - _____ shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated herein.

GENERAL PROVISIONS

1. Law Applicable

This contract is made in and shall be construed under the laws of the State of Washington.

2. Adherence to Law

Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

The Contractor shall be responsible for, and pay for all applicable licenses and permits.

The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 and other anti-discrimination laws with which the County must comply.

3. Entire and Complete Agreement

This Contract constitutes the entire and complete agreement and final expression of the parties with respect to the subject matter it contains, and supersedes all prior or contemporaneous agreements, understandings, arrangements, commitments and representations, whether oral or written. In the event of any conflict between the language set forth in this Contract, any of the exhibits hereto or the specifications, the language in the Contract shall prevail and this Contract shall be interpreted as if that conflicting language was not a part of the agreement between the parties. The Contractor immediately shall bring to the County's attention for decision and mutual revision any observed conflicts between or duplications of any Contract provisions or any material omissions from the Contract. The Contractor shall obtain written instructions from the County's Representative before proceeding with services affected by omissions or discrepancies in the Contract. In the event of a discrepancy in the provisions of the Contract, the most stringent provision shall apply.

4. Severability

If any Contract provision is for any reason determined to be invalid, illegal or unenforceable under any Applicable Law, the remaining provisions of the Contract shall remain in effect and bind the parties; however, the parties shall negotiate in good faith to amend the Contract to effectuate the intent of any invalid, illegal or unenforceable provision, if permissible under Applicable Law.

5. Construction of Terms

Unless otherwise specified in the Contract, words describing material or work that have a well-known technical or trade meaning shall be construed in accordance with the well-known meaning generally recognized by solid waste professionals, engineers and trades.

6. Access

The County shall have the right and unlimited access to inspect any or all of the Contractor operations, facilities or records related to this Contract.

7. Independent Contractor

The Contractor is an independent contractor. As such, the Contractor shall adhere to labor laws, WISHA regulations, and meet other insurance/bond requirements specified by law and/or in Exhibit A above. The Contractor is in no sense an agent or employee of the County, shall not represent itself as such, and has no authority to bind the County to any agreement, nor act as agent of the County in any way.

8. No Third Party Beneficiaries

This Contract is entered into by the County in its governmental capacity and is not intended to nor does it create any third party beneficiary or rights in any public or private Person.

9 Contract Administration

The County will provide administration of the contract. The Contractor's designated contact with the County shall be the Recycle Coordinator or other person designated by the Public Works Director.

10. Protection of Personal Property

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable precautions to prevent damage, injury, or loss to all employees, customers, other persons, the work and materials, and other property.

11. Alcohol and Drug-Free Work Place

The Contractor is responsible for maintaining an alcohol and drug-free work place at all times on County property. Violation of this condition is cause for termination of the contract by the County.

12. Subcontractors

A list of any and all subcontractors who have a direct contract or agreement with the Contractor to perform any work on County property shall be submitted to the County for approval prior to the work being performed. Any delegation of duties shall not relieve the Contractor or the surety of any liability and/or obligation to perform. Subcontractors are bound by the provisions of Exhibit A of this agreement.

Neither party shall assign or subcontract any portion of this agreement without the written consent of the other party. The County must consent to any direct or indirect change in control or indirect controlling interest in the Contractor's ownership.

13. Miscellaneous

No modification of any provision of this contract by the Contractor is valid unless such modification is pre-approved and signed by the Public Works Director or the Board of Island County Commissioners.

All covenants herein shall be conditions. Time shall be of the essence. Failure on the part of either party to adhere to any provision of this agreement shall not be construed as a waiver of the right to compel adherence of such provision or any other provision.

The Contractor is responsible for obtaining necessary permits for its off-site operations, and ensuring that subcontractors, employees or other persons handling materials from the facilities covered under this agreement are operating with all necessary permits, insurance and/or licenses required by law.

14. Alternate Services – Liquidated Damages

If the Contractor fails to perform the work in accordance with this agreement, the County may, by written order signed by the Public Works Director, direct the Contractor to stop the work, until the cause of such order has been eliminated. However, this right of the County to stop the work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor, or any other person or entity.

A first violation of the conditions of this agreement may result in a written warning from the County. Further violation of said conditions may, at the discretion of the Public Works Director, result in a penalty to the Contractor of up to \$10,000.

During any 12 month period of the contract, three (3) or more violations of the conditions of this contract for which the Contractor has been notified in writing, shall warrant sufficient cause for unilateral contract termination by the County, at the option of the Public Works Director.

15. Termination.

15.1 Defaults by County. If the County fails to provide access or resources identified in this Agreement for a period of greater than forty-five (45) days following receipt of written notification by the Contractor through no fault of the Contractor, the Contractor may, after fifteen (15) additional days, following further written notification to the County, terminate this agreement.

15.2 Defaults by Contractor. Defaults by the Contractor, which may result in unilateral termination of the Contract by the County, shall include failure to perform services or failure to meet other obligations of this contract. Failure to perform services or meet other obligations of this contract may, after elapsed times,

notices, and/or penalties by the County as described in this Agreement, result in unilateral termination of this agreement after fifteen (15) days written notice to the Contractor.

Should conflict arise, the Contractor and the Public Works Director, or his/her designee, shall work in good faith with the other to resolve such conflict. Should such conflict resolution fail, a third party arbitrator mutually acceptable to each party of this contract may be employed to resolve the conflict. Each party to this Contract shall be responsible for one half of the cost of an independent arbitrator.

Natural catastrophes or other conditions beyond the control of the Contractor that preclude the Contractor from performing obligations of this Contract shall not be cause for penalty or termination.

15.3 Mutual Termination. By mutual agreement of the County and the Contractor, this agreement may be terminated at any time.

16. Cooperative Purchases

The Washington State Inter-local Cooperative Act, RCW 39.34, provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.