



**REQUEST FOR PROPOSALS
2024-038**

SOLICITATION FACE SHEET

**KITSAP COUNTY
PURCHASING OFFICE**

614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

SOLICITATION TITLE

Recyclable Hauling Services at Hansville, Olalla, and Silverdale Recycling and Garbage Facilities

MATERIALS/SERVICES REQUESTED

Kitsap County (the County), by and through the Public Works Solid Waste Division, is seeking proposals from qualified vendors for hauling services of recyclable materials from the Hansville, Olalla, and Silverdale Recycling and Garbage Facilities.

CALENDAR OF EVENTS

Below are important dates and times by which the actions noted must be completed. Dates and times are subject to change. If the County changes any date or time, the change will be made by addendum.

Event	Completion Date and Time
Issuance of Solicitation	Wednesday, December 11, 2024
Written Questions Due	Wednesday, December 18, 2024 at 12:00 P.M.
Addendum Issued	Monday, December 23, 2024
Submission Deadline	Wednesday, January 15, 2025 at 2:00 P.M.
Contract Executed	March 2025
Estimated Start Date	April 1, 2025

COMMUNICATION CONCERNING THIS SOLICITATION

All communication concerning this solicitation must be directed to Kitsap County's Purchasing Agent identified below, via email only. Questions to or communication with other Kitsap County staff may disqualify offerors from the evaluation process.

- Email: purchasing@kitsap.gov (*communication only; emailed offers will not be considered*)
- Website: <https://www.kitsapgov.com/das/Pages/Online-Bids.aspx>
- Phone: (360) 337-4789

OFFER SUBMISSION

Offerors shall submit **one (1) electronic copy (flash/thumb drive)** and **three (3) paper copies** of their offer with their submittal. (*Postmarked, facsimile, or emailed offers will not be considered*)

Mailing Address for USPS delivery:
Glen McNeill, Purchasing Agent
Kitsap County Purchasing Office
614 Division Street, MS-7
Port Orchard, WA 98366

OR Physical Address for courier or hand delivery:
Glen McNeill, Purchasing Agent
Kitsap County Administration Building
Purchasing Office – Fourth Floor
619 Division Street, Port Orchard, WA 98366

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION



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TABLE OF CONTENTS

TABLE OF CONTENTS

Solicitation Face Sheet	1
Table of Contents	2
Instructions to Offerors	3
<i>Section 1. General Information</i>	3
<i>Section 2. Preparing and Submitting an Offer</i>	6
<i>Section 3. Evaluation and Award</i>	8
Scope of Work	9
<i>Contract Terms and Pricing</i>	11
Proposal Requirements	12
Selection Criteria	12
APPENDICES	
Appendix A, Acknowledgment Form	13
Appendix B, Contract Exceptions and Assumptions Form	15
Appendix C, Proposal Bid Form	17
Appendix D, Identification of Subcontractors Form	19
Appendix E, Draft Contract	20



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INSTRUCTIONS TO OFFERORS

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SECTION 1 GENERAL INFORMATION

- 1.1 QUESTIONS, COMMUNICATIONS. Questions concerning this solicitation shall not be considered unless submitted ***in writing via email*** to the Purchasing Agent listed on the solicitation face sheet. Written questions will be accepted until the date and time identified on the solicitation face sheet.

Questions to or communications with other Kitsap County staff may disqualify offerors from the evaluation process. Further, all communication shall be in writing. Any oral communications from the offeror will not be considered and oral communications from the County are unofficial and nonbinding.

All correspondence related to this solicitation shall refer to the solicitation number and any applicable page and section number. Offerors are responsible for asking any questions they may have. Failure to do so will not relieve the offeror of any responsibilities under this solicitation or any subsequent contract.

If an offeror discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the offeror has a duty to immediately notify the County of such concern and request modification or clarification.

- 1.2 LIABILITY FOR ERRORS. While the County has used considerable efforts to ensure the information in the solicitation is accurate, the County does not guarantee or warrant the information to be accurate nor is it necessarily comprehensive or exhaustive. Nothing in this solicitation is intended to relieve the offeror from forming their own opinions and conclusions with respect to the matters addressed in the solicitation.
- 1.3 COUNTY RIGHT TO WITHDRAW OR AMEND. The County in its sole discretion retains the right, without penalty, to withdraw, amend, cancel, or reissue all or any portion of this solicitation at any time, for any reason and no reason, up to contract execution when it is in the best interest of or advantageous to the County.
- 1.4 ADDENDA. The County will issue a written addendum if it changes, revises, deletes, clarifies, increases, or otherwise modifies the solicitation. All addenda and appendices will be published on the Kitsap County website. It is the offeror's responsibility to check for addenda and appendices. Offerors shall acknowledge receipt of all addenda on the Acknowledgment Form (Appendix A) and complete and submit all solicitation appendices with the offer. The Acknowledgment Form shall be returned with a signature by a person authorized to sign the offer. Erasures, interlineations, or other modifications in the offer shall be initialed by the authorized person signing the offer. Offers that do not comply with this section may be rejected as non-responsive.
- 1.5 APPENDICES. All Appendices or other documents which require information to be filled in must be completed in ink, typewritten, or computer printed.
- 1.6 CONFLICTS. If there is a conflict between the terms in this solicitation, the most restrictive terms will control to the extent allowed by law. If there is any conflict between the addenda and the solicitation documents, the document last issued in time controls.



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- 1.7 NON-RESPONSIVE OFFERS. The County may at any time reject all or any part of any offer as non-responsive for any of the following reasons: 1) late, unsigned, or incomplete offer; 2) noncompliance with any part of the solicitation; 3) inaccurate, misleading, exaggerated, or false information; or 4) failure to respond to every solicitation item or to provide all information requested.
- 1.8 DISCUSSIONS. The County reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes to clarify an offer and assure the County accurately understands the offer during its evaluation.
- 1.9 PRICE CLARIFICATIONS. The County reserves the right to clarify any pricing discrepancies related to assumptions on the part of offerors. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.
- 1.10 ERRORS AND OMISSIONS. The County reserves the right to waive non-material irregularities and/or omissions. If the unit price does not compute to the extended total price, the unit price shall govern.
- 1.11 REJECTION OF OFFERS OR WAIVER OF IRREGULARITIES.
- All offers must comply with the terms of this solicitation, County procurement policy, and all applicable, federal, state, and local laws, codes, and regulations. The County in its sole discretion may 1) reject any and all offers submitted, or portions thereof, 2) waive or reject any defects, informalities, or irregularities; 3) reissue the solicitation; 4) modify the solicitation; 5) cancel the solicitation; and/or 6) re-advertise and solicit new offers on the same scope of work or on a modified scope of work, when it is in the best interests of, or advantageous to, the County. The County reserves the right to reject any conditional offer. Offers will be considered irregular and may be rejected if they show alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
 - Offerors may not qualify the offer with limitations nor restrict the rights of the County. If an offeror does so, the offer may be rejected as a non-responsive counteroffer. Certain irregularities in an offer may be waived if it: 1) does not affect responsiveness, 2) is merely a matter of form or format, 3) does not change the relative standing of or otherwise prejudice other offerors, 4) does not change the meaning or scope of the solicitation, 5) is trivial, negligible, or immaterial in nature, 6) does not reflect a material change in the work, or 7) do not constitute a substantial reservation against a requirement or provision.
- 1.12 REFERENCE CHECKS. The County may conduct reference checks to verify and validate the offeror's past performance. Reference checks indicating poor or failed performance may be cause for rejection. Failure to provide requested reference contact information may result in the County scoring zero for the reference component in the evaluation process. The County reserves the right to obtain reference checks, other than those provided by the offeror, relevant to the services to be provided and the prospective working relationship between the County and the offeror.



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- 1.13 ACCEPTANCE IS NOT BINDING. Acceptance of an offer does not bind the County until the offer is approved by the appropriate County level of authority and a contract is executed by the parties.
- 1.14 PUBLIC RECORDS, CONFIDENTIAL INFORMATION. All offers and other materials submitted to the County in response to this solicitation become the property of the County and subject to release under the Public Records Act (Act), Chapter 42.56 RCW. The County will take into consideration any pages marked “Confidential” with a citation to the claimed exemption under the Act, but all exemption decisions will be in the sole discretion of the County.
- 1.15 NON-EXCLUSIVE CONTRACT. Any contract resulting from this solicitation is not an exclusive service agreement. The County reserves the right to contract for the same or similar services with other providers.
- 1.16 NO OBLIGATION TO PURCHASE. The County will not guarantee to purchase any specific quantity or dollar amount. Offers that stipulate that the County shall guarantee a specific quantity or dollar amount (e.g., “all-or-none”) will be disqualified.
- 1.17 CONFLICT OF INTEREST. Offerors shall disclose whether the offeror is an immediate family member of or engaged in any business enterprise with a County employee, elected or appointed official with authority to award the contract. Such disclosure shall be identified in writing in the offer.
- 1.18 GRATUITIES AND KICKBACKS. Offerors and any employee or agent thereof is prohibited from soliciting, accepting, offering, or giving, or agreeing to solicit, accept, offer, or give, any gratuity, service, or reward, including an offer of employment, with the purpose of or in a manner that would influence any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase request, to influence the content of any specification or procurement standard, or to influence any investigation, audit, proceeding or application, request for ruling, determination on a claim or controversy, or other matter related to or associated with this solicitation.
- 1.19 NOTICE. Washington law imposes civil and criminal penalties for violation of purchasing guidelines, bribes, gratuities, and kickbacks.
- 1.20 PERSONNEL. It is essential that the offeror provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this solicitation. The offeror agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the County.
- 1.21 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION. Pursuant to RCW 39.19, it is the policy of Kitsap County to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment. In support of that policy, Kitsap County reaffirms its commitment to maximize opportunities in public contracting for all contractors including minority and women owned business enterprises. Offerors are encouraged to utilize qualified, local businesses in Kitsap County and Washington State where cost effectiveness is deemed competitive. In addition, offerors are encouraged to subcontract with firms certified by the Washington State Office of Minority and Women’s Business Enterprises (MWBE).



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SECTION 2 PREPARING AND SUBMITTING AN OFFER

- 2.1 **SUBMISSION.** Offerors must submit **one (1) electronic copy (flash/thumb drive)** and **three (3) paper copies** of their offer with their submittal. Offers must be submitted to the Purchasing Agent at the location specified on the solicitation face sheet in a sealed envelope/package provided by the offeror and shall include: (1) the offeror's name and address, (2) the solicitation name and number, and (3) the submittal due date clearly identified on the outside of the envelope/package. All offers must be received by the County at the specified location by the offer due date and time as listed on the solicitation face sheet. Offerors are solely responsible for the timely delivery of submitted offers, regardless of the delivery method. Offerors should allow sufficient time to ensure timely receipt by the County. Offerors assume the risk for the method of delivery and for any delay in the delivery of the offer. Offers received after the offer due date and time will be rejected. The timeliness of offer submissions is determined by the County. Offers, modifications, and requests to withdraw received after the offer due date and time will be rejected. Postmarked, facsimile, or emailed offers will not be considered.
- 2.2 **CONTRACT TERMS.** Offerors will be required to sign the Contract attached to this solicitation unless objections to any of the Contract provisions are clearly and expressly set out in the Contract Exceptions and Assumptions form (Appendix B) and the County, in its sole discretion, agrees to the proposed changes. Offeror must provide a complete comprehensive listing of all exceptions and assumptions made in preparing the offer using the Exceptions and Assumption form. No alterations of the Contract will be permitted without prior written approval of the County. If any exception or assumption is not acceptable to the County, it may cause the offer to be rejected. The absence of identified exceptions or assumptions on the Contract Exceptions and Assumption form shall mean the offeror meets all solicitation requirements in every respect and will execute the contract as shown.
- 2.3 **PROHIBITION OF BIDDER TERMS AND CONDITIONS.** Other than the process identified in Section 2.2 above, an offeror may not submit its own contract terms and conditions in a response to this solicitation. If a proposal contains such terms and conditions, the County, at its sole discretion, may determine the submittal to be a nonresponsive counteroffer, and the proposal may be rejected.
- 2.4 **BRAND NAMES AND EQUIVALENTS.** References to manufacturers, trade names, brand names or catalog numbers in the solicitation are intended to be descriptive, not restrictive, unless otherwise stated, and are intended to indicate the level of quality, design, or performance desired. Any offer which proposes equal or greater quality, design or performance may be considered. Offers based on equivalent products must clearly describe the alternate offered and indicate how it differs from the product specified; and, include complete and sufficient descriptive literature and/or specifications to enable a full and fair determination as to whether the proposed alternate will be equal to or better than the product named in the solicitation. The County has the sole authority to accept or reject any like item and may require the offeror to provide additional information and/or samples. If the offeror does not specify otherwise, it is understood that the referenced brand will be supplied.



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- 2.5 PREPARATION COSTS AND SAMPLES. The County is not liable for any costs incurred by the offeror the process of responding to this solicitation, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits, or any other activities related to responding to this solicitation.
- 2.6 PREPARATION OF OFFER, COSTS AND TAXES. All offers shall be submitted on the forms provided in the solicitation package. Offers shall include all costs as described and indicated by the specifications. The County is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate line item. The total cost shall include all freight, handling, delivery, surcharges, and other incidental charges that may be required to provide the services or deliver the commodities. All prices shall include freight FOB destination, freight included to the designated delivery point. Additional charges such as fuel surcharges will not be accepted by the County. If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment.
- 2.7 ACCEPTABLE FORMATS. Offeror's electronic files shall be submitted in a format acceptable to the County. Acceptable formats include .DOC and .DOCX (Microsoft Word), .XLS and XLSX (Microsoft Excel), .PPT and .PPTX (Microsoft PowerPoint), and .PDF (Adobe Acrobat). Requests to submit files in another format shall be directed to the Purchasing Agent.
- 2.8 ELECTRONIC DOCUMENTS. The solicitation is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, including appendices, attachments, exhibits, forms, or other documents contained herein, will be null and void. In those instances, where modifications are identified, the original document published by the County shall take precedence.
- 2.9 EXAMINATION OF SOLICITATION. By submitting an offer, the offeror certifies they have considered federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect the cost or performance of the work; that they have carefully read and understood the solicitation package, conditions, and technical requirements; and that they have full knowledge of the nature, scope, and extent of how local conditions may affect the services to be provided.
- 2.10 OFFEROR WITHDRAWAL OF OFFER. Offerors may withdraw its offer, either personally or by written request, at any time prior to the offer due date and time. A withdrawn offer may be resubmitted prior to the offer due date and time. All submitted proposals shall be irrevocable after the offer due date and time. Negligence in preparing an offer confers no right of withdrawal or modification after the due date and time.
- 2.11 OFFER ACCEPTANCE PERIOD. Offers must remain open and valid, and may not be withdrawn, modified, or canceled by the offeror, for **sixty (60) calendar days** following the offer due date and time. The County may request an extension of the offer acceptance period.
- 2.12 FIRM PRICING. Prices will be firm for the entire contract period unless otherwise stated in this solicitation or in the contract.



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SECTION 3 EVALUATION AND AWARD

- 3.1 **INTERVIEWS.** The County reserves the right to conduct interviews with some or all the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The County shall not reimburse the offeror for the costs associated with the interview process.
- 3.2 **NEGOTIATIONS.** Negotiations will be scheduled at the convenience of the County. Should the evaluation process result in a top-ranked offeror, the County may limit negotiations to only that offeror and not negotiate with any lower-ranking offeror. If negotiations are unsuccessful with the top-ranked offeror, the County may then go down the line of remaining offerors, according to rank, and negotiate with the next highest-ranking offeror. Lower-ranking offerors do not have a right to participate in negotiations conducted in such a manner.
- 3.3 **PROTESTS.** Protests of this solicitation must be filed with the Purchasing Agent within five (5) days of the first advertising of the solicitation. Protests of an award must be filed in writing via email with the Purchasing Agent within five (5) days of the issue date of the Notice of Award or Notice of Intent to Award. To be considered, a protest shall be in writing, addressed to the Purchasing Agent, and include:
- The name, address and telephone number of the offeror protesting, or the authorized representative of the offeror.
 - The signature of the protester or its representative.
 - The solicitation number and title under which the protest is submitted.
 - A detailed statement of the legal or factual grounds of the protest including any supporting documentation.
 - The specific ruling or relief requested.

END OF INSTRUCTIONS TO OFFERORS



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SCOPE OF WORK

Phone: (360) 337-4789
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PROJECT BACKGROUND

Kitsap County Public Works Solid Waste Division (the County) is seeking proposals from qualified vendors for hauling services of recyclable materials from the Hansville, Olalla, and Silverdale Recycling and Garbage Facilities.

Vendors may submit proposals for one or more recyclable materials, singly or in combination. The County may award one or more component(s) to a qualified vendor and reserves the right to award contract(s) in the best interest of the County's ratepayers.

SCOPE OF WORK

The County owns a system of public Recycling and Garbage Facilities (RAGFs) which provide opportunities for residents and small businesses in rural areas of Kitsap County to self-haul municipal solid waste and assorted household recyclables for proper disposal. The selected Contractor(s) will be responsible for transporting or arranging for the transport of recyclable materials from each facility below.

Facility	Location	Days of Operation
Hansville RAGF	7791 NE Ecology Road Kingston, Washington 98346	Wednesday – Monday Closed Tuesdays
Olalla RAGF	2850 SE Burley-Olalla Road Olalla, Washington 98359	Friday – Monday Closed Tuesday-Thursday
Silverdale RAGF	8843 NW Dickey Road Silverdale, Washington 98383	Thursday – Tuesday Closed Wednesdays

RAGFs are open to the public from 8:30 a.m. to 4:00 p.m. on the days of operations listed above.

A photo slideshow of the recycling yard at the Hansville, Olalla, and Silverdale RAGFs is available here: https://youtu.be/EpbQAG_URy4.

Currently accepted recyclable materials include cardboard, scrap metal, and commingled recyclables, which includes mixed glass (glass food and beverage containers), mixed paper (mail, magazines, catalogs, phone books, paperback books, computer paper, white and colored ledger, file folders, files cards, and chipboard), newspaper (including glossy advertisements and inserts that are delivered with the newspaper), and mixed containers (tin-coated steel cans, aluminum cans, paper food containers, including paper bags, dry food boxes, and plastic bottles/containers, including bottles, jugs, jars, and dairy tubs). Accepted recyclable materials may be subject to change by mutual agreement.

The County will advise the Contractor(s) of the need for hauling services of each recyclable material at each facility. The Contractor(s) shall provide the requested hauling service(s) within twenty-four (24) hours of notification.

Materials Handling

Upon collection from each facility, title to materials passes to the Contractor. The Contractor shall have the sole and exclusive responsibility and liability for the care, custody, and control of the materials at all times during the Contractor's performance of services.



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Container Requirements

The selected Contractor(s) will be required to supply a sufficient number of materials containers at each RAGF to accommodate the receiving and hauling of recyclables to the appropriate processing facilities. At least one (1) container for each awarded commodity type must be in place at each facility and available to collect recyclables during the hours of operations.

Contract specifications will require, at a minimum, that containers be maintained in good working condition at all times and be leak proof, painted a uniform color, properly maintained and operationally compliant. It will also be a requirement that non-compliant containers be replaced within forty-eight (48) hours of being rejected by the County or otherwise identified as non-compliant.

Preferred container capacity at each facility is shown below. To maximize collection capacity and minimize haul frequency, the County will require the container size and quantity listed as the **minimum** capacity at each facility. Individual container size and quantity may be negotiable so long as the minimum collection capacity requirements are met and maintained by the Contractor(s).

MINIMUM CAPACITY AND COLLECTION FREQUENCY

CARDBOARD			
	Hansville	Olalla	Silverdale
# of Drop Boxes	2	2	2
Drop Box Size	50-yard	50-yard	50-yard
Collection Frequency	On Call	On Call	On Call
SCRAP METAL			
	Hansville	Olalla	Silverdale
# of Drop Boxes	1	1	2
Drop Box Size	30-yard	30-yard	30-yard
Collection Frequency	On Call	On Call	On Call
COMMINGLED RECYCLABLES (ROLL-OFF DROP BOXES)			
	Hansville	Olalla	Silverdale
# of Drop Boxes	2	2	2
Drop Box Size	40-yard	40-yard	40-yard
Collection Frequency	On Call	On Call	On Call
COMMINGLED RECYCLABLES (FRONT LOAD DROP BOXES)			
	Hansville	Olalla	Silverdale
# of Drop Boxes	2	1	2
Drop Box Size	6-yard	6-yard	8-yard
Collection Frequency	1 time/week	1 time/week	1 time/week



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SCOPE OF WORK

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Invoicing

Invoices shall be submitted no later than the 10th day of the month for services rendered the previous month and shall include a monthly report summarizing hauling activities for each facility. The monthly report should include, but shall not be limited to:

- date of the commodity collection(s), including the day, month and year;
- identification of the commodity collected;
- weight (actual tonnage and/or estimated tonnage based on volume);
- units (Drop Box hauls/sets);
- where applicable, all corresponding weight ticket numbers;
- identification numbers of all roll off Drop Boxes; and
- front load lifts/yards

Commodity Rebate

Revenue derived from marketing recyclables collected by the Contractor from the RAGFs is subject to a negotiable rebate split between the County and the Contractor. Rebate for Commingled Recyclables and Scrap Metal shall be based on actual revenues received for materials sold each month. Rebate for Cardboard shall be based on the Pacific Northwest Secondary Material Pricing Index (www.recyclingmarkets.net) for the current month. For non-revenue generating commodities, the County will pay services fees to the Contractor as negotiated.

CONTRACT TERM AND PRICING

Services are expected to begin April 1, 2025.

Prices will be firm for the entire contract period. If offered, the Contractor may request a price change(s) at each renewal option. Request for a price change(s) must be submitted in writing to the County. The Contractor shall provide documentation satisfactory to the County in support of its request, such as changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s). The County reserves the right, in its sole discretion, to grant the request as submitted, engage the Contractor in a discussion about modifications to the request, or deny the request in its entirety. Any change in pricing shall be granted by the County only through a Contract Amendment instituting the price adjustment and establishing an effective date.

Attached as Appendix E is the Draft Contract. **Please review this document carefully as it is intended to be non-negotiable.** If an offeror takes exception to any provision in Appendix E, those exceptions must be noted on the Contract Exceptions and Assumptions Form (Appendix B). If no exceptions are noted, the contract must be executed as shown.

END OF SCOPE OF WORK



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**PROPOSAL REQUIREMENTS AND
SELECTION CRITERIA**

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PROPOSAL REQUIREMENTS

Submitted proposal must include the following information:

- Acknowledgment Form (Appendix A)
- Contract Exceptions and Assumptions Form (Appendix B)
- Proposal Bid Form (Appendix C) showing for each proposed commodity type showing:
 - Hauling service cost(s), including container type and size
 - Rebate split to be returned to the County
- Detailed Statement of Qualifications showing the offeror's experience providing similar services
- References and current contact information for at least three (3) current or former customers with service needs and/or programs similar in size and scope to Kitsap County
- If subcontractors will be used, completion of Identification of Subcontractors Form (Appendix D), identifying all proposed subcontractors that may provide goods and/or services on behalf of the offeror under this solicitation
- Copy of the offeror's current Certificate of Liability Insurance showing evidence of proper insurance, including the required levels shown in Appendix E, Draft Contract
- Any additional information the offeror feels addresses the selection criteria

SELECTION CRITERIA

Selection shall be based on the following:

- | | |
|---|-----------|
| 1. Ability and experience providing the proposed services | 50 points |
| 2. Services costs | 30 points |
| 3. Industry performance | 10 points |
| 4. Thoroughness and clarity of the proposal | 10 points |

END OF PROPOSAL REQUIREMENTS AND SELECTION CRITERIA



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**APPENDIX A
ACKNOWLEDGMENT FORM**

**KITSAP COUNTY
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All information requested below must be provided. Failure to properly complete, sign and return this Acknowledgment Form may cause the offer to be rejected.

1. Primary Contact Person:

Name: _____ Title: _____

Legal Name of Company: _____

Telephone No.: _____ Alternate No.: _____

Email Address: _____

2. Company Information: *(provide complete legal name and address)*

Name of President / CEO: _____

Legal Name of Company: _____

Trade Name of Company: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Website: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Non-Profit | <input type="checkbox"/> Other: _____ |

State of Incorporation: _____

Date of Incorporation: _____

Federal Tax Identification Number: _____

Washington State UBI Number: _____

State Industrial Account Identification Number: _____

Name and Address of Resident Agent: _____

3. Did an outside individual/agency assist with the offer preparation?

Yes No If yes, please describe: _____

4. Identify your primary business: _____



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2024-038**

**APPENDIX A
ACKNOWLEDGMENT FORM**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

5. Receipt of Addenda. Offeror acknowledges receipt of the following addenda if any.

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

Addendum No. _____, Dated _____ Addendum No. _____, Dated _____

6. Offeror agrees that the offer shall remain valid for not less than **60 calendar days** from the offer due date and may not be withdrawn or modified during that time.

7. Offeror by submitting this Acknowledgment Form, certifies the following:

a. Offeror has considered all applicable federal, state, and local laws, ordinances, rules, regulations applicable to the goods and/or services to be provided under this solicitation.

b. Offeror has fully read this solicitation, all attachments, contract terms and conditions, and addenda, and understands the contents of the solicitation and has full knowledge of the scope, nature, requirements, and specifications and agrees to meet or exceed the same.

c. Offeror will make no claim against the County based upon ignorance of conditions or misunderstanding of the solicitation documents or the goods and/or services to be provided under this solicitation and will comply with the minimum insurance requirements.

d. Offeror has submitted this offer without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same materials, supplies, goods, and/or services and is in all respects fair and without collusion or fraud. Offeror understands collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

e. The cost offer submitted by the offeror reflects the total costs for all goods and/or services to be provided to the County in compliance with the solicitation. No additional fees or charges will be incurred by the County other than as identified in the offer.

8. The undersigned certifies that he/she is an authorized representative of the offeror identified above, is authorized to submit this offer on behalf of that offeror, agrees to furnish the goods and/or services in accordance with the solicitation requirements, that the information provided in the offer is true, accurate and complete; and that he/she has the legal authority to commit the offeror to a contractual agreement and intends to be bound by the offer and terms of the solicitation.

Acknowledged and Agreed:

Signature of Authorized Representative

Name of Authorized Representative (Print)

Date

Title

END OF ACKNOWLEDGMENT FORM



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX B
CONTRACT EXCEPTIONS AND
ASSUMPTIONS FORM**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

CONTRACT EXCEPTIONS AND ASSUMPTIONS

OFFEROR'S BUSINESS NAME _____

The County does not intend to make changes to the terms and conditions of the solicitation, unless necessary to clarify the scope of work and technical requirements. Failure to accept the terms and conditions may result in an offer being deemed non-responsive. All Exceptions and/or Assumptions taken to any terms, conditions, and specifications of the solicitation and associated documents must be clearly identified on the table below and returned with the offer. Unallowable or questionable Exceptions and/or Assumptions may cause an offer to be non-responsive. Exceptions or Assumptions noted elsewhere in the solicitation and not specified on this form will be considered void and may disqualify the offer. All cells below must be completed for each Exception and Assumption.

OFFEROR EXCEPTIONS AND ASSUMPTIONS (please check one)

- No exceptions. Offeror is not requesting exceptions to this solicitation and associated documents
- Offeror requests the exceptions and/or assumptions identified below:

SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS

(attach additional pages if needed)

1. Solicitation Section and Page: _____
Describe Exception or Assumption: _____
Explain this as an Issue: _____
Proposed Modification: _____
2. Solicitation Section and Page: _____
Describe Exception or Assumption: _____
Explain this as an Issue: _____
Proposed Modification: _____
3. Solicitation Section and Page: _____
Describe Exception or Assumption: _____
Explain this as an Issue: _____
Proposed Modification: _____



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX B
CONTRACT EXCEPTIONS AND
ASSUMPTIONS FORM**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

SPECIFICALLY DESCRIBE ALL EXCEPTIONS AND ASSUMPTIONS

(attach additional pages if needed)

4. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

5. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

6. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

7. Solicitation Section and Page: _____

Describe Exception or Assumption: _____

Explain this as an Issue: _____

Proposed Modification: _____

Signature of Authorized Representative

Name of Authorized Representative (Print)

Date

Title

END OF CONTRACTS EXCEPTIONS AND ASSUMPTIONS FORM



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX C
PROPOSAL BID FORM**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

SERVICE PRICE LIST

The undersigned offeror proposes to provide Kitsap County all labor, equipment, and materials for Recyclable Hauling Services at Hansville, Olalla, and Silverdale Recycling and Garbage Facilities.

Cardboard	Hansville	Olalla	Silverdale
# of Drop Boxes	2	2	2
Drop Box Size	50-yard	50-yard	50-yard
Collection Frequency	On Call	On Call	On Call
Cost per Haul (2 Drop Boxes/haul)	\$	\$	\$
Single Haul (1 Drop Box/haul)	\$	\$	\$
Rebate (split net of processing)	%	%	%
Cost of Processing per ton	\$	\$	\$
Other:			
Other:			

Scrap Metal	Hansville	Olalla	Silverdale
# of Drop Boxes	1	1	2
Drop Box Size	30-yard	30-yard	30-yard
Collection Frequency	On Call	On Call	On Call
Cost per Haul (1 Drop Box/haul)	\$	\$	\$
Rebate (split net of processing)	%	%	%
Cost of Processing per ton	\$	\$	\$
Other:			
Other:			

Commingled Recyclables (Roll-Off) *	Hansville	Olalla	Silverdale
# of Drop Boxes	2	2	2
Drop Box Size	40-yard	40-yard	40-yard
Collection Frequency	On Call	On Call	On Call
Cost per Haul (2 Drop Boxes/haul)	\$	\$	\$
Single Haul (1 Drop Box/haul)	\$	\$	\$
Rebate (split net of processing)	%	%	%
Cost of Processing per ton	\$	\$	\$
Other:			
Other:			



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX C
PROPOSAL BID FORM**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

SERVICE PRICE LIST (CONTINUED)

Commingled Recyclables (Front Load) *	Hansville	Olalla	Silverdale
# of Drop Boxes	2	1	2
Drop Box Size	6-yard	6-yard	8-yard
Collection Frequency (minimum 1x/week)			
Cost per Haul (2 Drop Boxes/haul)	\$	\$	\$
Single Haul (1 Drop Box/haul)	\$	\$	\$
Rebate (split net of processing)	%	%	%
Cost of Processing per ton	\$	\$	\$
Other:			
Other:			

* *Commingled Recyclables includes mixed glass, mixed paper, newspaper, tin/steel cans, and mixed containers*

This proposal is made in accordance with the published Project Description and warrants, receipt of which is hereby acknowledged, and is offered in accordance with Invitation for Bid authority by the Kitsap County Purchasing Office.

Offeror

Contact Person

Company Name (Print)

Name (Print)

Company Address

Signature

City, State Zip Code

Title

Phone

Email

Company Tax ID Number

Date

END OF PROPOSAL BID FORM



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX D
IDENTIFICATION OF
SUBCONTRACTORS FORM**

**KITSAP COUNTY
PURCHASING OFFICE**

614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

PROPOSED SUBCONTRACTORS

OFFEROR'S NAME: _____

Each offeror is required to submit all proposed subcontractors that may provide goods and/or services on behalf of the offeror under this solicitation. Attach additional pages if necessary.

Legal Name of Subcontractor: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Telephone No.: _____ Alternative No.: _____

Email Address: _____

Goods/Services Provided: _____

Legal Name of Subcontractor: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Telephone No.: _____ Alternative No.: _____

Email Address: _____

Goods/Services Provided: _____

Legal Name of Subcontractor: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Telephone No.: _____ Alternative No.: _____

Email Address: _____

Goods/Services Provided: _____

END OF IDENTIFICATION OF SUBCONTRACTORS FORM



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

**CONTRACT NO. KC-XXX-25
AGREEMENT**

**REGARDING RECYCLABLES HAULING SERVICES FOR HANSVILLE, OLALLA, AND
SILVERDALE RECYCLING AND GARBAGE FACILITIES**

This Agreement ("Agreement") is made and entered into this 1st day of April 2025, by and between Kitsap County, a Washington State political subdivision ("County") and [CONTRACTOR], a [STATE] corporation ("Contractor"), collectively the "Parties," for the purpose of providing hauling services for Recyclables from the Hansville, Olalla, and Silverdale Recycling and Garbage Facilities (RAGFs). In consideration of the mutual benefits and covenants contained herein, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings when they are used with capitalization. Further, unless otherwise specified in this Agreement, words describing material or work that have a well-known technical or trade meanings shall be construed in accordance with the well-known meaning generally recognized by solid waste professionals, engineers, and trades.

Agreement means this Agreement for hauling services that may be amended, modified, or supplemented from time to time in writing by mutual agreement of the Parties.

Applicable Law means all federal, state, regional or local statutes, rules, codes, regulations, resolutions, and ordinances that apply to the RAGFs or any of the Contractor's obligations under this Agreement.

Business Day means Monday through Friday, from 8:00 A.M., Pacific Time to 5:00 P.M., Pacific Time, and excludes Saturday, Sunday, and Washington State legal holidays.

Cardboard means the type of packaging material consisting of a fluted corrugated sheet and one or two flat linerboards.

Commencement Date means the effective date of this Agreement.

Commingled Recyclables means mixed glass (glass food and beverage containers), mixed paper (mail, magazines, catalogs, phone books, paperback books, computer paper, white and colored ledger, file folders, files cards, and chipboard), newspaper (including glossy advertisements and inserts that are delivered with the newspaper), and mixed containers (tin-coated steel cans, aluminum cans, paper food containers, including paper bags, dry food boxes, and plastic bottles/containers, including bottles, jugs, jars, and dairy tubs), and shall be collected in commingled Drop Boxes, as described in Section 6.1.

Contamination generally means the presence of other materials that are not accepted as Recyclables at the RAGFs. Specifically for this Agreement, Contamination includes Municipal Solid Waste, Moderate Risk Waste, Special Waste, and Yard Waste as well as any item posing a reasonable likelihood of damaging the RAGFs (e.g., any item of waste either smoldering or on fire or at its kindling point or in the process of initiating combustion) or the processing of which would be likely to impose a threat to health or safety in violation of any judicial decision, order, or action of any federal, state or local government or any agency thereof, or any other regulatory authority or Applicable Law.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

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Drop Box means a detachable receptacle with a solid lid that holds Recyclables and is placed on the Contractor's vehicle by mechanical means and transported to an approved recycling facility.

Contractor means [CONTRACTOR], its employees, officers, owners, directors, representatives, agents, successors, and assigns.

County means Kitsap County, a political subdivision of the State of Washington.

Dispute means any controversy or difference between the Parties hereto arising out of, in connection with, or concerning the meaning, application, performance, or breach of this Agreement.

Dispute Notice means a written notice given by one Party to the other pursuant to the provisions of Article 9 hereof or pursuant to any other provision of this Agreement which sets forth procedures for initiating the resolution of any Dispute.

Moderate Risk Waste means moderate risk waste as defined in Revised Code of Washington (RCW) 70A.300.010(13), as it may be amended from time to time.

Municipal Solid Waste shall have the meaning set forth in Washington Administrative Code (WAC) 173-350-100 but excludes Special Waste and Moderate Risk Waste.

Person means any natural person, partnership, joint venture, limited liability company, corporation or other entity or organization, public or private, and any unit of government or agency thereof.

Recyclables generally means wastes that are separated into usable or marketable materials for use other than landfill disposal or incineration. Specifically for this Agreement, Recyclables include all assorted household recyclables, such as Commingled Recyclables, Cardboard, and Scrap Metal. Recyclables may be subject to change by mutual agreement by the Representatives identified in Section 2.17.

Recycling and Garbage Facility (RAGF) means a solid waste and recycling convenience center. Within this Agreement, the term refers to Recycling and Garbage Facilities located in Hansville, Olalla, and Silverdale.

Scrap Metal means ferrous and non-ferrous metal materials.

Service Fee means the monthly aggregate fee the County pays the Contractor for performance of its obligations under this Agreement.

Special Waste means tires, appliances, medical waste, sharps, biosolids, creosote treated railroad ties, asbestos, contaminated soils, and any other material that, in the County's determination, requires special handling.

Subcontractor means any Person with whom the Contractor contracts for the purpose of having that Person perform of any of the Contractor's obligations under this Agreement.

Term means the duration of the Agreement, beginning on the Commencement Date.

Transport or Transportation means but is not limited to the hauling and transportation of Drop Boxes to and from the RAGFs.

Uncontrollable Circumstances are as defined in Article 13.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
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Yard Waste means all grass, leaves, brush, limbs, branches and other urban wood waste and organic material from the landscape and maintenance of household and commercial landscape, yards, and gardens. This does not include pallets and other dimensional lumber type materials.

ARTICLE 2 GENERAL PROVISIONS

Section 2.1 Amendment

Neither this Agreement nor any provision hereof may be changed, modified, amended, or waived except by a writing signed by the authorized representatives of the parties.

Section 2.2 Article, Section and Subsection References

Any articles, sections or subsections mentioned in this Agreement by number only (without reference to another document) refer to those Articles, Sections or subsections contained in this Agreement.

Section 2.3 Binding Effect

This Agreement shall bind and inure to the benefit of the successors or assigns hereto, whether by merger, consolidation, transfer of assets or transfer of ownership of the Contractor.

Section 2.4 Compliance With Law

The Contractor and the services provided by the Contractor under this Agreement shall comply with all Applicable Laws and standards in effect at any given time regardless as to whether such Applicable Laws and standards are referred to by the County.

Section 2.5 Contracts or Approvals

Except as otherwise expressly provided herein, in any instance in which the consent or approval of the County or the Contractor is required hereunder, or under any agreements in connection with any transaction contemplated hereby, such consent or approval shall not be unreasonably withheld or delayed.

Section 2.6 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement.

Section 2.7 Discrimination

The Contractor and its personnel shall not discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstances prohibited by federal, state, or local law, and shall comply with Title VI of the Civil Rights Act of 1964, P.L. 88 354 and the Americans with Disabilities Act of 1990 in performance of this Agreement.

Section 2.8 Entire and Complete Agreement

This Agreement shall constitute the entire and complete agreement and final expression of the Parties with respect to the subject of this Agreement. This Agreement supersedes all prior or contemporaneous agreements, understandings, arrangements, commitments, and representations, whether oral or written. In the event of any conflict between or among the documents constituting this Agreement, the language and provisions set forth in the Agreement shall prevail.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

Section 2.9 Governing Law; Venue

This Agreement will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions.

Section 2.10 Independent Contractor

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

Section 2.11 Limitation of Liability of the County

Obligations of the County under this Agreement are limited obligations payable solely from such amounts as may lawfully be paid by the County for services of the type required to be rendered by the Contractor under this Agreement. Execution and delivery of this Agreement by the County is not intended to and shall not impose any personal liability on any public official, officers, employees, or agents of the County. No recourse shall be had by the Contractor for any claims based on this Agreement against any public official, officer, employee, or other agent of the County in his or her individual capacity. All such liability, if any, is expressly waived by the Contractor by the Contractor's execution of this Agreement.

Section 2.12 No Third-Party Beneficiaries

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

Section 2.13 No Waiver

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

Section 2.14 Notices

Except for any and all notices governed by any applicable statute, any and all notices, demands and other communications required by the Agreement will be effective if personally served upon the other party representative or if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party's representative identified in Section 2.17 at the address therein, or if emailed (with read receipt) to the other Party's representative identified in Section 2.17 at the email address provided to the other Party's representative. Notice will be deemed to be given three (3) days following the date of mailing, or immediately if personally served. For service by email, service will be effective upon confirmation of receipt or three (3) days after mailing the original by registered or certified mail, whichever is earlier.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

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For notices required to be given within forty-eight (48) hours, notice must be given in person or by telephone (in person, not by voicemail) with email to follow the same day. Notice will be effective upon personal communication or confirmation email received.

Section 2.15 Public Records

The Parties agree that the Agreement and all records associated with the Agreement that are in the possession of the County are public records and available for inspection and copying by the public pursuant to the Public Records Act, Chapter 42.56 RCW ("Act"). For all records in the County's possession that the Contractor has clearly labeled confidential, the County's sole obligation to the Contractor for these records is to make a reasonable effort to notify the Contractor of the request and the date that such records will be released. It shall be the responsibility of the Contractor to protect its interest in the records requested by filing an injunction or other proceeding prior to the release date pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The Parties further agree that records associated with this Agreement that are in the possession of the Contractor may be public records subject to the Act. If the County receives a request that the County determines includes a request for public records that are or would be held by the Contractor, the County will promptly notify the Contractor and the Parties will confer about the existence of such records and the proposed production date within two (2) business days. All records the Parties agree are responsive and producible under the Act shall be promptly provided to the County at no cost to the County. For all responsive records that the Contractor determines to be confidential or otherwise exempt from disclosure under the Act, the Contractor shall timely file an injunction or other proceeding pursuant to RCW 42.56.540 or be responsible for penalties for the failure to do so.

The County has no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act and the County will not be liable to the Contractor for releasing records pursuant to the Act. The County will give its assistance to the Contractor as the County determines to be in the County's and the public's best interest.

Section 2.16 Records, Reports and Plans by Contractor

- A. The Contractor shall keep accurate records of all transactions related to performance of its obligations under this Agreement beginning on the Commencement Date, including, but not limited to, all correspondence and invoices.
- B. The Contractor shall maintain all accounting records and retain copies of receipts, manual tickets, or other paperwork deemed necessary by the County for financial reconciliation. In addition, the Contractor shall make available for review by the County copies of all documentation necessary to compute the monthly payment to the Contractor.
- C. The Contractor shall provide to the County a monthly report summarizing activities during the prior period. The monthly report shall be submitted to the County with the monthly Service Fee invoice(s). The monthly report shall include, but shall not be limited to:
 1. Tracking Log for each RAGF, including:
 - i) date of the commodity collection(s), including the day, month and year;
 - ii) identification of the commodity collected;
 - iii) weight (actual tonnage and/or estimated tonnage based on volume);
 - iv) units (Drop Box hauls/sets);
 - v) where applicable, all corresponding weight ticket numbers;



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

- vi) identification numbers of all roll off Drop Boxes; and
- vii) front load lifts/yards

2. Documentation regarding Unacceptable Waste hauled.

- D. For purposes of enabling the County to verify the computation of the Service Fee, the County shall have the right, from time to time, upon 48 hours' notice to the Contractor, to examine, inspect, audit, and copy all of the Contractor's books, records and accounts that are related to the computation of the Service Fee.
- E. All accounting records related to the service of the RAGFs shall be retained by the Contractor, and the County, for six (6) years after termination or expiration of this Agreement.

Section 2.17 Representatives

- A. Unless the Contractor notifies the County otherwise in writing, and as otherwise limited by law, the Contractor's authorized representative(s), set forth below, shall be the Contractor's agent and shall represent the Contractor for all purposes of this Agreement.

The Contractor Representative is: [Title], Mailing Address: [Street Address], [City, State Zip Code], Physical Address: [Street Address], [City, State Zip Code]

- B. Unless the County notifies the Contractor otherwise in writing, and as otherwise limited by law, the County's authorized representative(s), set forth below, shall represent the County for all purposes of this Agreement. All written or oral directions, instructions or notices given by the Contractor to the County's authorized representative(s), set forth below, and related to the subject matter of this Agreement shall be considered to have been made to the County.

The County Representative is: [Title], Mailing Address: [Street Address], [City, State Zip Code], Physical Address: [Street Address], [City, State Zip Code]

- C. Change in Representation. The Parties shall notify each other in writing at least fifteen (15) days prior to any change in the representative designations.

Section 2.18 Severability

If a court of competent jurisdiction holds any provision of this Agreement to be invalid, illegal, or unenforceable, in part or in whole, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

Section 2.19 Survival

Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

Section 2.20 Time is of the Essence

Time is of the essence in this Agreement. The Contractor agrees to take all necessary actions and precautions to work promptly and fully complete the work within the limits as described herein. Time is of the essence with respect to all obligations under this Agreement. The County's failure to object to timely performance or the continued payment of compensation is not and shall not be construed as a waiver of this provision.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

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ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Contractor

The Contractor hereby makes the following representations and warranties to and for the benefit of the County:

- A. The Contractor is duly organized and validly existing as a corporation in good standing under the laws of the State of [STATE], and it is duly qualified to do business in the State of Washington.
- B. The Contractor has full legal right, power, and authority to execute and deliver, and perform its obligations under this Agreement, and has duly authorized the execution and delivery of this Agreement by proper action of its governing body. This Agreement has been duly executed and delivered by the Contractor and constitutes a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with its terms.
- C. To the best of the Contractor's knowledge, neither the execution nor delivery by the Contractor of this Agreement, the performance by the Contractor of its obligations hereunder, nor the fulfillment by the Contractor of the terms and conditions hereof: (i) conflicts with, violates, or results in a breach of any Applicable Law; (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument, to which the Contractor is a party or by which the Contractor is a party or any of its properties or assets are bound, or constitutes a default thereunder; or (iii) will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Contractor except as expressly provided herein or except as expressly approved by the County in writing.
- D. The Contractor has obtained, made, or received, as applicable, all approvals, authorizations, licenses, permits, orders, or consents of, or declarations, registrations or filings with, any governmental or administrative authority, commission, board, agency or instrumentality required for the valid execution and delivery of this Agreement by the Contractor, or the Contractor has given the County adequate assurance in the County's sole discretion that all such approvals and declarations will be obtained or made before the commencement of services by the Contractor under this Agreement. However, the County's acceptance of such assurance shall in no way relieve the Contractor from its full responsibility of obtaining all the approvals, permits and other actions required hereunder. The Contractor shall maintain all such approvals, permits and licenses as are needed, throughout the term of this Agreement.
- E. There is no action, suit, proceeding or, to the best of the Contractor's knowledge, investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality pending or, to the best of the Contractor's knowledge, threatened, against the Contractor, wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by the Contractor of its obligations hereunder or in connection with the transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
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Phone: (360) 337-4789
Email: purchasing@kitsap.gov

Section 3.2 Representations and Warranties of the County

Kitsap County hereby makes the following representations and warranties to and for the benefit of the Contractor.

- A. Kitsap County is a political subdivision of the State of Washington duly organized and validly existing under the Constitution and laws of the State of Washington, with full legal right, power, and authority to enter into and perform its obligations under this Agreement.
- B. Kitsap County has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it.
- C. To the best of the County's knowledge, neither the execution nor delivery by the County of this Agreement, the County's performance of its obligations hereunder nor its fulfillment of the terms or conditions hereof: (i) conflicts with, violates or results in a breach of any Applicable Law; or (ii) conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument, to which the County is a party or by which the County or any of its properties or assets are bound, or constitutes a default thereunder.
- D. There is no action, suit, proceeding or, to the best of the County's knowledge, investigation, at law or in equity, before or by any court or governmental or administrative authority, commission, board, agency or instrumentality pending or, to the best of the County's knowledge, threatened, against the County wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance of the County's obligations hereunder or in connection with the other transactions contemplated hereby or which, in any way, would adversely affect the validity or enforceability of this Agreement or any agreement or instrument entered into by the County in connection with the transactions contemplated hereby.
- E. To the extent permitted by Applicable Law, as determined in the County's sole discretion, the County shall enact and maintain in force and effect and use reasonable efforts to enforce applicable ordinances and State law impacting the RAGFs.
- F. The County will use reasonable efforts to cooperate with the Contractor and to respond to the Contractor's reasonable requests for information and assistance, consistent with the provisions of this Agreement.

ARTICLE 4 TERM

Section 4.1 Term of the Agreement

The Commencement Date shall [DATE] and, unless terminated as provided herein, shall extend for a period of [#] years.

ARTICLE 5 HAULING OF RECYCLABLES

Section 5.1 Services

The Contractor shall haul or arrange for the hauling of all Recyclables from the RAGFs identified below to a fully permitted and licensed facility for the commodity type. For each commodity type, the County will advise the Contractor of the need for hauling service(s) and the Contractor shall provide the requested hauling service(s) within twenty-four (24) hours of notification.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

- Hansville RAGF (Hansville), located at 7791 NE Ecology Road, Kingston, Washington 98346
- Olalla RAGF (Olalla), located at 2850 SE Burley-Olalla Road, Olalla, Washington 98359
- Silverdale RAGF (Silverdale), located at 8843 NW Dickey Road, Silverdale, Washington 98383

SERVICE SCHEDULE

CARDBOARD			
	Hansville	Olalla	Silverdale
# of Drop Boxes	2	2	2
Drop Box Size	50-yard	50-yard	50-yard
Collection Frequency	On Call	On Call	On Call
SCRAP METAL			
	Hansville	Olalla	Silverdale
# of Drop Boxes	1	1	2
Drop Box Size	30-yard	30-yard	30-yard
Collection Frequency	On Call	On Call	On Call
COMMINGLED RECYCLABLES (ROLL-OFF BOXES)			
	Hansville	Olalla	Silverdale
# of Drop Boxes	2	2	2
Drop Box Size	40-yard	40-yard	40-yard
Collection Frequency	On Call	On Call	On Call
COMMINGLED RECYCLABLES (FRONT LOAD CONTAINERS)			
	Hansville	Olalla	Silverdale
# of Drop Boxes	2	1	2
Drop Box Size	6-yard	6-yard	8-yard
Collection Frequency	1 time/week	1 time/week	1 time/week

Section 5.2 Performance Standards

The Contractor shall supply all personnel, tools, equipment, and materials required to perform all Services under this Agreement. The Contractor shall perform all services pursuant to this Section in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits.

Section 5.3 Ownership and Control

Upon collection from each RAGF, title to Recyclables and any Contamination therein passes to the Contractor. The Contractor shall have the sole and exclusive responsibility and liability for the care, custody, and control thereof at all times during the Contractor's performance of services pursuant to this Agreement.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
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ARTICLE 6 CONTRACTOR RESPONSIBILITIES

Section 6.1 Drop Box Requirements

A. The Contractor will supply throughout the Term of this Agreement at least the number of Drop Boxes at each RAGF to accommodate the receiving and hauling of Recyclables to the appropriate processing facilities as follows:

- Cardboard: two (2) 50-yard containers at each RAGF.
- Scrap Metal: two (2) 30-yard containers at Silverdale, one (1) 30-yard container at Hansville, and one (1) 30-yard container at Olalla.
- Commingled Recyclables: two (2) 40-yard Roll-off Boxes at each RAGF; two (2) 6-yard Front Load containers at Hansville, one (1) 6-yard Front Load container at Olalla and two (2) 8-yard Front Load containers at Silverdale.

At least one (1) Drop box for each awarded commodity type shall be in place at all times at each RAGF during the hours of operation unless prior arrangements have been agreed to by the County. The number of Drop Boxes and collection frequency for each commodity or location may be adjusted by mutual written agreement of the Representatives so long as the overall not to exceed cost of the contract is not increased.

B. All Drop Boxes must be maintained in good working condition at all times in order to ensure the safety of employees and customers. The requirements in (C) are intended to be the minimum requirements.

C. Drop Box requirements are described below:

- Drop Boxes shall be constructed to prevent leakage of solid or liquid waste during storage and transport, painted a uniform color and maintained in a sanitary condition;
- Drop Box lids must lay entirely flat when closed. Bent lid corners are not acceptable;
- No broken welds;
- Screened or metal mesh lids are not acceptable;
- Winch handles must remain 6" to 8" distance from the Drop Box wall;
- Winches must maintain a gear ratio of 4:1 for fast take-up of slack unloaded line and 22:1 or 24:1 for lifting;
- No frayed or broken winch cables;
- Internal safety latch mechanism on the winch must always be in working order;
- No Drop Box holes whatsoever are acceptable on the end of the Drop Box most distant to the cab;
- No Drop Box holes larger than 2" in diameter are acceptable on the winch end of the Drop Box (most proximal to the cab);
- Safety chains and secondary safety catches for Drop Box lids must always be present and in good working condition;
- Drop Box wheels must always be present and in good working condition;



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

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- If it is necessary for a driver to move customer stairs/ramp away from a Drop Box, the driver will be responsible for either placing the stairs/ramp in their original position or informing the County Facility Attendant of the need to relocate the stairs/ramp;
 - At a minimum, all Drop Box lids uniformly must open to a 65-degree angle; and
 - Drop Box lid hinge pins must be securely fastened at all times.
 - Cardboard and Scrap Metal shall be collected in source-separated Drop Boxes. Commingled Recyclables shall be collected in commingled Drop Boxes
- D. The Contractor shall sweep and/or wash each Drop Box both internally and externally, upon County request.
- E. The County shall reject non-compliant Drop Boxes. When identified, the Contractor shall promptly replace non-compliant Drop Boxes. If replacement does not occur within forty-eight (48) hours, the County shall receive an invoice credit proportional to the number of non-compliant Drop Boxes and the number of days of non-compliance.

Section 6.2 Notice of Reduction in Hauling Service

The Contractor shall immediately advise the County by telephone, to be confirmed in writing within forty-eight (48) hours, of any reduction of service that substantially impacts and makes impossible the Contractor's ability to perform under this Agreement.

Section 6.3 Safety Requirements

- A. All drivers will adhere to the posted speed limit while onsite at the RAGFs.
- B. Drivers shall not proceed to collect or leave a Drop Box until all customers have exited the area around the Drop Box and drivers are directed to proceed by RAGF staff to collect or leave a Drop Box.
- C. The County shall have the right to request that the Contractor replace any drivers who, in the County's opinion, continuously fail to follow applicable safety rules. The Contractor shall follow all applicable disciplinary processes required by any collective bargaining agreements with respect to such drivers.

Section 6.4 Damages to Persons, Property or Equipment

The Contractor shall take all necessary actions and precautions to ensure that its operations will not result in environmental, ecological, or physical damages. The Contractor shall give notice within forty-eight (48) hours to the County of Contractor's knowledge of any losses, damage or injuries to persons or property that are in any way related to the Contractor's services. Such incidents shall be reported to the County's Representative as described in Section 2.17. The Contractor assumes full responsibility and shall bear all liability for any loss or damages to persons, property, or equipment, including to any of the County's equipment, caused by the actions or omissions of the Contractor. Disputes as to the amount or cause of the damage shall proceed under Article 9.

In addition, if either Party damages property of the other and costs are incurred by the damaged Party, that Party may submit a bill to the other for the costs to repair. The Parties agree to negotiate in good faith in accordance with Article 9 a resolution for the reimbursement of such costs.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

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Section 6.5 Accidents; Complaints

When the County receives a complaint, charge, allegation about the Contractor's performance under this Agreement or receives information about an accident involving the Contractor at a RAGF:

- A. The County shall forward the information to the Contractor for response with the details of all oral or written customer complaints that the County receives, including but not limited to, the substance of the complaint including the activity or service at issue.
- B. The Contractor shall acknowledge receipt of the information by the County and respond in a reasonable manner to complaints, charges and allegations related to the Contractor's performance under this Agreement within thirty (30) days of receipt of that complaint, charge or allegation, including but not limited to, those complaints made or actions brought by citizens, citizen groups, and public agencies.

Section 6.6 Fines

The Contractor shall be liable for all fines or civil penalties that may be imposed by any regulatory agency for violations by the Contractor of permits, regulations, or any other Applicable Laws; the County shall not be liable for and shall not reimburse the Contractor for payment of those fines or civil penalties. The Contractor reserves the right to contest in good faith any fine in an administrative proceeding or in court prior to its payment.

Section 6.7 Taxes and Fees

The Contractor shall be responsible and liable for payment of all federal, state and local taxes and fees, and surcharges of every form that apply to any and all Persons, property, income, equipment, materials, supplies, structures or activities that are involved in its performance of this Agreement; however, the Contractor shall not be responsible or liable for payment of any tax or fee for which the County is ordinarily responsible without regard to the services provided by the Contractor under this Agreement. The extent to which the Contractor is permitted to adjust the Service Fee(s) for increases in the rates of taxes, fees, or surcharges, if at all, is set forth in Article 7.

ARTICLE 7 SERVICE FEES

Section 7.1 Service Fee for Hauling Services

The County shall pay the Contractor fees as described in Attachment A: Service Fees, incorporated herein in full by this reference, to provide hauling services from the RAGFs to a fully permitted and licensed facility for the commodity type. Service fees may be adjusted pursuant to Section 7.4 below, during the Term of the Agreement.

The Contractor shall provide records and reports for the County to audit and confirm monthly service fee payments. Rate/fee collection and billing procedures will be managed as follows:

- A. The Contractor shall maintain and remit to the County an invoice no later than the 10th day of the month for services rendered the previous month for payment of services, and shall include a tracking log as described in Section 2.16, which will contain the identification numbers of all roll off Drop Boxes, as well as the weight, contents and units hauled during a given month.
- B. The County shall review and confirm the invoice and data for accounting reconciliation.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
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- C. The County shall pay the service fee as stated above to the Contractor within thirty (30) days of receipt and verification of the invoice and tracking log.

Section 7.2 Commodity Rebate

Revenue derived from marketing recyclables collected by the Contractor from the RAGFs are subject to a ____ rebate split between the County and the Contractor. Rebate for Commingled Recyclables and Scrap Metal shall be based on actual revenues received for materials sold each month. Rebate for Cardboard shall be based on the Pacific Northwest Secondary Material Pricing Index (www.recyclingmarkets.net) for the current month.

Section 7.3 Payment to Contractor for Commodity Rebate

Revenues derived from marketing recyclables collected by the Contractor from the RAGFs are subject to rebate as described in Section 7.2. In the event that the total rebate for all commodities in a given month is negative, the Contractor will invoice the County for the amount due. The invoice shall be due within thirty (30) days of receipt.

Section 7.4 Extraordinary Costs

The Parties acknowledge the potential for the Contractor to incur additional costs in the nature of fees or charges during the term of this Agreement that are either in addition to the standard operating costs or were not reasonably contemplated at the time of the execution of this Agreement. The County may agree to incur these costs directly or reimburse the Contractor for these costs pending negotiation and mutual written agreement.

Section 7.5 Payments to Kitsap County

The Contractor will submit rebate checks to the County on a monthly basis, within forty-five (45) days of the end of the previous month. Checks will be made payable to Kitsap County Public Works, 614 Division MS-27, Port Orchard, WA 98366.

Commodity Rebate documentation is subject to verification by County personnel. Documentation submitted with rebate checks shall include a spreadsheet showing total monthly commodity tonnages by RAGF, with agreed price per ton, total price per commodity and RAGF, and total rebate amount.

ARTICLE 8 RECORDKEEPING

- A. The Contractor shall keep accurate records of all transactions related to performance of its obligations under this Agreement beginning on the Commencement Date, including, but not limited to, all correspondence, invoices, transaction tickets or receipts, and any injury or damage reports.
- B. The Contractor shall maintain any accounting system that uses generally accepted accounting principles for all services rendered and materials supplied, including additional and deleted work, in connection with this Agreement.
- C. The Contractor shall provide to the County a monthly report summarizing the hauling activities during the prior period. The monthly report shall be submitted to the County with the monthly Service Fee invoice(s) and shall include the date, weight, truck number, and Drop Box number for each haul.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

- D. For purposes of enabling the County to verify the computation of the Service Fee, the County shall have the right, from time to time, upon forty-eight (48) hours' notice to the Contractor, to examine, inspect, audit, and copy all non-privileged portions of the Contractor's books, records and accounts that are reasonably related to the computation of the Service Fee.
- E. All records related to the service of the RAGFs shall be retained by the Contractor for six (6) years after the date of service or creation of the document.

ARTICLE 9 DISPUTE RESOLUTION

Section 9.1 Dispute Resolution Process

All claims, Disputes and other matters in question between the County and the Contractor arising out of, or relating to, this Agreement (except those matters specifically identified in Section 9.4 as Major Disputes) shall be resolved in accordance with the following procedure: (a) negotiation, (b) mediation, and (c) judicial resolution; provided, however, that the Parties may mutually agree in writing to another procedure for resolving any such disputes. During any Dispute process, the timeframes herein may be modified as needed by written agreement of the Parties without the need for a formal amendment of this Agreement.

Section 9.2 Negotiation

- A. The County and the Contractor acknowledge the benefits of resolving, and attempting to resolve, all Disputes by negotiation between themselves, without resort to any third parties, and agree therefore to negotiate in good faith to resolve all Disputes before invoking any other method of Dispute resolution as provided for in this Agreement, provided, however, that the period of time for good faith negotiations shall not exceed thirty (30) days, unless a longer period is agreed to in writing by the Parties.
- B. In the event any Dispute cannot be resolved within the 30-day period provided for negotiations, any party may serve upon any other party a Dispute Notice. Service of a Dispute Notice is a condition to the initiation of additional Dispute resolution procedures under this Agreement. A Dispute Notice shall describe the claim, Dispute, or matter in question in detail sufficient to inform the mediator or Independent Panel of the relevant facts, issues, and concerns, and describe the relief requested.

Section 9.3 Mediation

Within seven (7) days of the service of a Dispute Notice, the Parties shall agree to mediate and shall by agreement select and designate a trained mediator to serve as a mediator in the Dispute. The mediator so designated shall fix a time and place for the mediation, which date shall not be later than fourteen (14) days from the date the mediator was selected, unless the mediator's schedule cannot accommodate fourteen (14) days, in which case the mediation shall be scheduled as soon thereafter but in no event more than thirty (30) days after the mediator is selected. The mediator shall give the Parties at least five (5) Business Days written notice of the initial mediation session. The mediator shall meet with the Parties until either (a) the Dispute is resolved or (b) the mediator decides that further meetings will not likely result in a resolution by agreement. All costs and expenses incurred at mediation shall be shared equally between the County and the Contractor.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

Section 9.4 Judicial Review

The Parties acknowledge that there may be certain disputes that are of sufficient magnitude or involve matters of sufficient public interest or require legal interpretation such that they should be resolved in the public forums provided by the courts in Kitsap County, Washington having appropriate jurisdiction ("Major Disputes"). Resolution of Major Disputes shall first be attempted by negotiation but need not be attempted by mediation if both Parties agree such process would be futile. For this purpose, Major Disputes shall include but are not limited to (a) those in which the actual amount in controversy exceeds \$250,000 or (b) Disputes in which matters of public concern or interest (such as public health and safety) provide a reason for resolution of the Dispute in a public forum or (c) disagreements arising from legal interpretation of this Agreement or Applicable Laws.

ARTICLE 10 INSURANCE, INDEMNIFICATION

Section 10.1 Liability Insurance

- A. At all times during the Term of the Agreement, the Contractor shall obtain, maintain and pay for the insurance coverage designated in this Section from generally recognized financially responsible insurers (or alternatively in the form of approved self-insurance) that are approved by the County in its reasonable discretion and licensed in the State of Washington and whose claims paying ability is rated not less than "A: VII" by A.M. Best Company, Inc. at all times during the Term of the Agreement. The insurance must fully protect the County from any and all claims, risks and losses in connection with any activity performed by the Contractor under this Agreement. Each policy must provide for thirty (30) days prior written notice of any cancellation, reduction, modification or change in coverage or deductibles required under this Section to be given by the insurer to the County. The Contractor shall also provide the County with 30 days prior written notice of any of the circumstances described in the previous sentence.
- B. In the event the Contractor fails to comply with any provision of this Section, the County in its sole discretion may procure and maintain, at the Contractor's sole expense, insurance to the extent the County deems proper. Contractor shall reimburse the County for the cost of that insurance within fifteen (15) days of receiving written notice by the County to do so.
- C. Within thirty (30) days following the execution of this Agreement, the Contractor at its sole expense shall obtain and file with the County a certificate of the liability insurance and amendatory endorsements that includes the coverage required under this Section which coverage shall take effect on the Commencement Date of this Agreement. Failure to obtain the required documents in the above required time frame shall not waive the Contractor's obligation to provide them.
- D. The Contractor shall deliver to the County copies of all certificates of insurance for required insurance and any policy amendments and policy renewals. Each policy must provide for thirty (30) days prior written notice by the insurer to the County of termination or cancellation (10) days for failure to pay premiums).
- E. All insurance policies obtained in connection with this Agreement must provide the following:
 1. Coverages:
 - i) Bodily Injury
 - ii) Employees as Additionally Insured



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
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- iii) Premises/Operations Liability
- iv) Broad Form Property Damage Liability
- v) Stop Gap
- vi) Pollution Liability
- vii) Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles

2. Minimum Limits for all Coverages

\$2,000,000 per occurrence; \$4,000,000 annual aggregate

Any deductible shall be the sole responsibility of the Contractor. Providing insurance coverage under this Article shall not be construed to relieve the Contractor from liability in excess of these limits. These limits are subject to revision by the County to protect the interests of the Contractor and the County.

3. Additional Insured

Except for Workers' Compensation and Employers' Liability, the Contractor shall name the County as an additional insured for all insurance coverage required or obtained under or in connection with this Agreement and shall be fully and completely protected from all claims and risks by this policy and for any and every injury, death, damage and/or loss of any sort whatsoever, including third-party claims for consequential damages, sustained by any person, organization or corporation in connection in connection with this Agreement.

4. Separation of Insured

The insurance shall be endorsed to include "cross liability," "severability of interests," or "separation of insureds" 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 claim is made or suit is brought."

5. Primary Coverage

For any claims related to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects 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 with it.

6. Waiver of Subrogation

To the extent of the Contractor's indemnification obligations hereunder, the Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

7. Change in Coverage

The coverages provided by the policy to the County or any other named insured shall not be terminated, reduced or otherwise modified in any respect without providing at least 30 calendar days prior written notice to the Kitsap County Department of Public Works, Solid Waste Division, Attention: Solid Waste Division Manager, 614 Division Street, MS-27, Port Orchard, Washington, 98366.

- F. The Contractor shall provide Workers Compensation or evidence of participation in the Washington State Department of Labor and Industries program, or, in lieu thereof, the Contractor may provide a self-insurance or alternate insurance program if approved by the County in the County's reasonable discretion.
- G. Maintenance of insurance by the Contractor as specified in this Article shall constitute the minimum coverage required and shall in no way lessen or limit the liability or responsibility of the Contractor under this Agreement. The Contractor may carry, at its own expense, any additional insurance it deems necessary.
- H. The Contractor immediately shall increase the amounts of insurance required to reflect any changes in state or federal law or other Applicable Law to ensure that the insurance provided shall cover, at a minimum and in addition to the designated insurance requirements listed in this Article, the maximum limits under any applicable tort claims act.
- I. In the event that any of the insurance required by this Article becomes unavailable, the Contractor shall secure insurance with substitute provisions providing as much protection to the County as is reasonably available in the insurance marketplace and approved in writing by the County.
- J. If equipment, material, or structure at any RAGF is damaged or destroyed due to events for which the Contractor is obligated to carry insurance, the Contractor shall act diligently to promptly collect and apply insurance proceeds to the repair or reconstruction.

Section 10.2 Indemnification

- A. Subject only to the limitations set forth in this Section, the Contractor covenants and agrees that, to the maximum extent permitted by law, it will defend and indemnify the County against and hold the County harmless from any and all liabilities, actions, damages, claims, demands, judgment, losses, costs, expenses, suits and actions (including, but not limited to, attorneys fees and expenses at trial and on appeal, and including, but not limited, to reasonable attorneys' fees expended in determining whether the indemnification provisions of this Agreement apply to a party or matter if it is determined that such provisions do apply to all or part of a matter) relating to or resulting from:
 - 1. any injury to or death of any Person or Persons, or loss of or damage to property caused or alleged to be caused by the Contractor or any of its officers, agents, employees, arising in connection with or as a result of:
 - i) the performance by the Contractor of its obligations under this Agreement; or
 - ii) any activity, action, omission, or misconduct of the Contractor, or any person under the control of the Contractor or Contractor's agent.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

Phone: (360) 337-4789
Email: purchasing@kitsap.gov

2. any condition of the RAGFs, now existing or arising during the Term of the Agreement, relating to hazardous or toxic substances or any other condition that causes environmental liabilities.

Notwithstanding anything expressed or implied in this Agreement to the contrary and in addition to the indemnity and hold harmless agreements of the Contractor set forth above but without regard to any express or implied limits on the Contractor's indemnity and hold harmless agreement set forth above, the Contractor shall defend and indemnify the County against and hold the County harmless from any and all penalties, fines and charges of any federal, state or local government having jurisdiction over the RAGFs, arising from any violation or alleged violation of Applicable Law by the Contractor or its officers, employees or agents, in connection with or as a result of the Contractor's performance of its obligations under this Agreement.

- B. The Contractor is not required to defend and indemnify the County or hold the County harmless pursuant to the provisions of this Section for any loss, damage or claim caused solely by the negligence of the County or its willful misconduct.
- C. The County shall notify the Contractor within thirty (30) working days of the County's receipt of written notice from any third party of any act, omission or occurrence with respect to which the County intends to seek indemnification in accordance with this Agreement and, if requested by the Contractor, shall also supply the Contractor all records, data, contracts and documents reasonably related to that third party claim to enable the Contractor to evaluate that claim for purposes thereof. If the Contractor replies in writing to the County within twenty (20) days from the date of such notice that it will undertake the defense of the County and will hold the County harmless with respect to such claims, then no additional attorneys fees incurred by the County in its own defense shall be compensable as a claim entitled to indemnity, unless (a) the Contractor has agreed to pay such fees and expenses, (b) the Contractor has failed to assume the defense of that claim or has failed to employ counsel reasonably satisfactory to the County, or (c) the named parties in any action or proceeding relating to that claim (including any impleaded parties) include the Contractor and the County, and the County has been advised by its counsel that the County has a conflicting interest from the Contractor or that there may be one or more legal defenses available to the County which are different from or additional to those available to the Contractor. The County will reasonably cooperate in providing information and testimony to assist in the defense of the matter, but all out-of-pocket costs thereof shall be a part of the indemnified amounts for which the Contractor shall hold the County harmless. Control of the defense of claims shall be the right and responsibility in this case of the Contractor, which shall have authority to contest, compromise, or settle the matter in its sole discretion, provided no responsibility or obligations are assigned to the County.

In the event the Contractor replies in writing within the twenty (20) days that it accepts responsibility for the indemnified claim regarding the matter in question but does not desire to take an active role in the defense of the matter, then alternatively, the Contractor may consent to the County's defense of the matter. If the County chooses to hire outside counsel, the selection shall be subject to the written consent of the Contractor. No matter will be settled or compromised without the written consent of the Contractor; further, at any time the Contractor may elect to assume the active control of the matter, including the replacement of the selected counsel by other counsel satisfactory solely to it, and thereafter may consent, settle, or compromise the case in its sole discretion, provided no responsibility or obligations are assigned to the County.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
PURCHASING OFFICE**
614 Division St., MS-7
Port Orchard, WA 98366

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If the Contractor replies to the County within twenty (20) days from the date of such notice but denies its responsibility to defend and indemnify and hold the County harmless with respect to such claim, each party may designate its own attorney, whose reasonable fees shall be compensable as an indemnified claim. Each party shall reasonably cooperate in providing information and testimony to assist in the defense of the matter, and the costs thereof (including out-of-pocket expenses) shall be a part of the indemnified amounts for which the Contractor shall hold the County harmless under the assumptions of liability and other provisions for indemnification under this Agreement. Any indemnification in this Agreement shall include an indemnification of the respective officers, directors, employees, agents, officials, successors, and assigns of the County.

- D. The foregoing indemnification and hold harmless provisions are for the sole and exclusive benefit and protection of the County and its officers, officials, agents, and employees, and are not intended, nor shall they be construed, to confer any rights or impose any liabilities on any Person or Persons other than the County and its respective officers, officials, agents, and employees.
- E. It is further specifically and expressly understood that the indemnification provided in this Section constitutes the Contractor's waiver of immunity under industrial insurance and Title 51 RCW solely for the purposes of this indemnification, and that this waiver was mutually negotiated by the parties.
- F. Except as otherwise expressly stated herein, the Parties do not waive or surrender indemnity available under any federal, state, regional, or local law. This Section shall survive termination or expiration of this Agreement.

ARTICLE 11 ASSIGNMENT, DELEGATION, SUBCONTRACTING AND CHANGE OF CONTROL

Section 11.1 Change In Control or Ownership

Any direct or indirect change in control or the transfer of a direct or indirect controlling interest in the beneficial ownership of the Contractor shall constitute a Contractor Event of Default under the terms of this Agreement unless the County consents in writing to that transfer. The "change in control" or "transfer of a direct or indirect controlling interest" of the Contractor shall include, but is not limited to, the transfer or assignment of 25 percent or more of the beneficial ownership of the Contractor to or from a single entity; however, intra-company transfers in the form of transfers between different subsidiaries or branches of the Contractor's parent corporation shall not be construed as a "change in control" or "transfer of a controlling interest" of the Contractor.

Notwithstanding the foregoing, the County may in its sole discretion and at the Contractor's sole expense (including, but not limited to, the County's attorneys fees, if any) determine that new ownership can adequately and faithfully render the service called for in this Agreement for the remaining Term of the Agreement, and the County may then elect to execute a novation, allowing new ownership to assume the rights and duties of this Agreement and releasing the previous ownership of all obligations and liability. The new ownership would then be solely liable for any work and/or claims related to this Agreement.

Section 11.2 Binding Effect

This Agreement shall bind and inure to the benefit of the successors or assigns hereto, whether by merger, consolidation, transfer of assets or transfer of ownership of the Contractor.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

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PURCHASING OFFICE**
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ARTICLE 12 DEFAULT AND TERMINATION

Section 12.1 Contractor Events of Default

Each of the following shall constitute a Contractor Event of Default for purposes of this Agreement (unless caused by an Uncontrollable Circumstance, which is governed by Article 13, or a County Event of Default):

- A. The Contractor's failure to carry out any of its material obligations under this Agreement so long as the County has given the Contractor sixty (60) days prior written notice of the Contractor's failure to meet a specific obligation and the Contractor has failed to remedy the deficiency within those sixty (60) days.
- B. Any failure of the Contractor to comply with the requirements of this Agreement that the County reasonably determines threatens public health or safety; provided that the County may not exercise its remedies under Section 12.3 for Default under this subsection until the County has given the Contractor five (5) days prior written notice of the failure and the Contractor has failed to (1) commence a cure within the 5-day period or (2) continuously and diligently pursued a complete cure. Notwithstanding the foregoing, the County may at the Contractor's expense use all reasonable means to eliminate the threat to public health or safety.
- C. There is entered, without the consent of the Contractor, a decree or order under Title 11 of the United States Code, or any other applicable bankruptcy, insolvency, reorganization or similar law, or appointment of a receiver, liquidator, trustee or similar official of the Contractor or any substantial part of its properties, and such decree or order remains in effect (and not be stayed) for sixty (60) consecutive days.
- D. The Contractor files a petition, answer or consent seeking relief under Title 11 of the United States Code, or any other applicable bankruptcy, insolvency, reorganization or other similar law, or consents to the institution of proceedings thereunder or to the filing of that petition or to the appointment of a receiver, liquidator, trustee or other similar official of the Contractor or of any substantial part of the properties of the Contractor, or makes a general assignment for the benefit of creditors.
- E. An Assignment or a Change in Control or Ownership of the Contractor other than that expressly permitted in this Agreement.

Section 12.2 County Event of Default

The following shall constitute a County Event of Default for purposes of this Agreement:

The repeated or persistent failure or refusal by the County to fulfill any of its material obligations under this Agreement (unless that failure or refusal results from an Uncontrollable Circumstance, which is governed by Article 13, or the fault of the Contractor), provided that the Contractor shall have given the County sixty (60) days prior written notice of the County's failure to meet the specific obligation.

Section 12.3 Remedies for Default

- A. Upon the occurrence of any Contractor Event of Default pursuant to Section 12.1, the County shall provide the Contractor's Representative with a written notice (a "Default Notice") specifying the Contractor Event of Default that has occurred, and then the County may, in its sole discretion:



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

**KITSAP COUNTY
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- i) terminate this Agreement, be released from its obligations under this Agreement, and use any other method or Person to haul Recyclables, including the County itself;
 - ii) seek the judicial remedy of specific performance; or
 - iii) pursue any combination of the foregoing or any other remedy, including monetary damages, available at law, in equity or under this Agreement.
- B. In the event the County terminates this Agreement for a Contractor Event of Default, the Contractor shall be entitled to payment of any Service Fee due prior to the effective date of termination of this Agreement, but only to the extent the amount that the Service Fee exceeds amounts owed to the County. The County shall retain the right to pursue any cause of action or assert any claim or remedy it may have against the Contractor.
- C. Upon the occurrence of any of the events described in Section 12.2, the Contractor shall provide the County with a Default Notice specifying the County Event of Default that has occurred. If the County has not cured the County Event of Default described in the Default Notice within the time specified in Section 12.2, the Contractor shall have the right to pursue any remedy, including monetary damages, available at law, in equity or under this Agreement.

Section 12.4 Termination for Funding

If any funding for services under this Agreement is not available, withdrawn, reduced, or limited in any way, or if additional or modified conditions are placed on the funding after the Agreement becomes effective, the County may: (A) accept a decreased price offered by the Contractor; or (B) terminate the Contract. If the County terminates the Agreement pursuant to this Section, the Contractor shall be entitled to payment of fees then owing for services provided under this Agreement up to and including the date of termination.

Section 12.5 Procedures

Upon receipt of notice of termination by the County, the Contractor shall stop all services as directed in the notice, notify personnel of the termination date, and minimize further costs. The Contractor agrees to cooperate in good faith in winding down the Agreement and transitioning to a new contractor. If requested in the notice, the Contractor shall actively assist the County in the transition to a new contractor, the costs of which will be paid by the County if commercially reasonable and agreed to in advance.

Section 12.6 Survival of Certain Rights and Obligations

The rights and obligations of the Parties for Unacceptable Waste and any claims for damages shall survive any termination of this Agreement.

Section 12.7 No Waiver

Nothing in this Section, and no actions taken pursuant to this Section shall constitute a waiver or surrender of any rights, remedies, claims or causes of action either Party may have against the other Party under any other provision of this Agreement or any provision of law.



**REQUEST FOR PROPOSALS
2024-038**

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ARTICLE 13 UNCONTROLLABLE CIRCUMSTANCES

Section 13.1 Uncontrollable Circumstance – Generally

“Uncontrollable Circumstance” means any act, event, or condition that has had or may reasonably be expected to have a material adverse effect on the rights or obligations of a Party to this Agreement, or a material adverse effect on RAGF hauling, if that act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of that Party under this Agreement.

A. Specifically, those acts, events, or conditions are the following to the extent they directly affect the ability of the Contractor to perform its obligations under this Agreement and could not have been prevented or avoided by the Contractor through the exercise of due diligence:

- (i) An act of God, including but not limited to, hurricanes, tornadoes, epidemic, landslide, lightning, earthquake, volcano eruption extreme flooding (substantially in excess of flooding that typically occurs in the County annually), or other extreme and atypical weather condition;
- (ii) Nuclear radiation, fire, or explosion; or
- (iii) An act of terrorism, war, insurrection, riot, general arrest, or restraint of government and people, civil disturbance or similar occurrence.

B. It is expressly understood and agreed that, notwithstanding any other provision of this Agreement, the following events or conditions, in and of themselves, shall not constitute an Uncontrollable Circumstance:

- i) adverse changes in the financial ability of any party to this Agreement to perform its obligations under this Agreement;
- ii) the consequences of errors in operations or maintenance errors on the part of the Contractor or any of its employees, agents, Subcontractors or affiliates;
- iii) the failure of any technology to perform;
- iv) with respect to the County, a change in law initiated by the County, except as expressly mandated by state or federal law; and
- v) typical ice, snow, and flood conditions, except those resulting in road restrictions and/or road closures.

Section 13.2 Obligations In the Event of an Uncontrollable Circumstance

- A. The Contractor's obligations to provide the services provided for in this Agreement and the County's obligation to pay Service Fees under this Agreement are subject to Uncontrollable Circumstances.
- B. The occurrence of an Uncontrollable Circumstance will not result in a termination of this Agreement but may temporarily suspend the performance by either Party during the duration of the Uncontrollable Circumstance and may trigger additional actions as provided in a contingency plan.



**REQUEST FOR PROPOSALS
2024-038**

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DRAFT CONTRACT**

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- C. Neither Party to this Agreement shall be liable to the other for any loss, damage, delay, or failure to perform any obligation under this Agreement to the extent it results from an Uncontrollable Circumstance. No other events shall excuse nonperformance of the obligations of the Parties.

Section 13.3 Procedure

- A. As soon as possible after the commencement of an Uncontrollable Circumstance, but in no event later than twenty-four (24) after the County makes a request for hauling as set forth in Article 5, or if no hauling request is outstanding within forty-eight (48) hours following the time the knowledgeable Party becomes aware that the Uncontrollable Circumstance is likely to interfere with its ability to perform its obligations under this Agreement, such Party shall notify the other Party by telephone call (in person, not via message or voice mail) to the Party's Representative(s) of the event.
- B. While a request for hauling is pending, the Contractor shall daily inform the County of actions taken to resume service and an estimated date for resumed service. The Contractor shall further coordinate with the County to develop and implement commercially reasonable alternatives to minimize disruption and, as much as possible, continue to provide the services required under this Agreement.
- C. For all other impacts, as promptly as possible, but not later than two (2) weeks following the notice, the knowledgeable Party shall provide to the other a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began, its estimated duration, and the impact, if any, on the Agreement, and (3) its estimated impact on the other obligations of such Party under this Agreement. Each Party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance.
- D. Whenever such act, event or condition shall occur, the Party claiming to be adversely affected thereby shall, as promptly and as reasonably as possible, use its best efforts to eliminate the cause thereof, reduce costs, and resume performance under this Agreement. While the delay continues, the affected Party shall give notice to the other Party not later than every two (2) weeks, updating the information previously submitted. The Contractor shall furnish promptly (if and to the extent available to the Contractor) any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the County.
- E. The Contractor shall not be entitled to receive a Service Fee increase or any other additional compensation due to the occurrence of Uncontrollable Circumstance(s).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first set forth above.



**REQUEST FOR PROPOSALS
2024-038**

**APPENDIX E
DRAFT CONTRACT**

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ATTACHMENT A

SERVICE FEES

The Contractor shall transport or arrange for the transport of recyclables from the Hansville, Olalla and Silverdale Recycling and Garbage Facilities as described below:

Cardboard	Hansville	Olalla	Silverdale
Cost per Haul (2 Drop Boxes/haul)			
Single Haul (1 Drop Box/haul)			
Rebate (split net of processing)			
Cost of Processing per ton			

Scrap Metal	Hansville	Olalla	Silverdale
Cost per Haul (2 Drop Boxes/haul)			
Single Haul (1 Drop Box/haul)			
Rebate (split net of processing)			

Commingled Recyclables (Roll-off Boxes)	Hansville	Olalla	Silverdale
Cost per Haul (2 Drop Boxes/haul)			
Single Haul (1 Drop Box/haul)			
Rebate (split net of processing)			
Cost of Processing per ton			

Commingled Recyclables (Front Load Containers)	Hansville	Olalla	Silverdale
Cost per Haul (2 Drop Boxes/haul)			
Single Haul (1 Drop Box/haul)			
Rebate (split net of processing)			
Cost of Processing per ton			