

Resolution Attachment

REQUEST FOR PROPOSALS (RFP)
Skagit County Solid Waste Long Haul Transport and Disposal

Appendices

All appendices are attached and incorporated herein.

A – Current Long Haul Contract, including 2012 Amendment (Skagit County Contract # 001795 [with supplements dated January 16, 1996 & June 15, 1998], and A20120030)

B – Solid Waste System Interlocal Agreement and amendment (C20080306 & A20100124)

C – Contract Template

D – Map of Preferred Receiving Facility Area

E – Statement of Organization

F – Pricing Form

1. SCHEDULE (all estimates)

Public Announcement – December 22 & 29, 2022 (2 consecutive Thursdays)

Pre-proposal Conference – To be scheduled at mutually beneficial time

Questions Due – January 26, 2023 2 months after posting

Proposal Due – February 24, 2023 11 weeks after 1st pub date, no later than 4 pm PST

Begin Evaluation of Proposals – February 27, 2023

Begin Interviews – March 13, 2023 2 weeks after due date

Begin Contract Finalization Discussions – April 2023

End Contract Finalization Discussions – Spring 2023

Written Findings and Public Hearing on Proposed Selection – Spring 2023

Execute Contract – June 2023

2. SUBMITTAL INSTRUCTIONS

Sealed written proposals (including complete submission of qualifications and all other information and materials specified in this RFP) shall be submitted to the Clerk of the Board at the Skagit County Commissioners Office located at 1800 Continental Place, Mount Vernon, WA 98273, no later than 4:00 pm on February 24, 2023 ("Proposal Due Date").

3. FIRM OFFER

Submitted Proposals shall remain firm and unaltered after the time of the Proposal Due Date for one hundred eighty (180) calendar days from such date. The County and Proposer may mutually agree to additionally extend the evaluation period during which the proposal shall remain firm and unaltered.

4. WITHDRAWAL OF PROPOSALS

Written requests to withdraw a proposal received by the County prior to the scheduled Proposal Due Date will be accepted and the Proposal will be returned unopened. No oral requests to withdraw a proposal will be allowed. Requests to withdraw a proposal must be addressed and labeled in the same manner as the proposal and marked as WITHDRAWAL of the proposal. If the Proposer wishes to modify and resubmit the Proposal, it must be submitted prior to the Proposal Due Date. Requests for withdrawal after the time of closing on the Proposal Due Date (final date for submission) may only be allowed at the County's sole discretion.

5. EXAMINATION OF RFP BY PROPOSERS

The information, documents, and data contained in this RFP are provided for informational purposes only, without any representations or warranties. Each Proposer is responsible for conducting its own due diligence, and shall make its own examination, investigation and research regarding the proper method of doing the work under this RFP and Contract, all conditions affecting the work to be done, the necessary labor, equipment and materials, and the quantity of the work to be performed. The Proposer agrees that it has satisfied itself by Proposer's own investigation and research regarding all of such conditions, and that Proposer's conclusion to enter into the Contract and execution of the Contract is based upon such investigation and research, and that Proposer shall make no claim against the County because of any of the estimates, statements or interpretations made by any officer or agent of the County that may prove to be inaccurate in any respect.

6. PROJECT OVERVIEW

Skagit County, Washington, Public Works Department, Solid Waste Division ("County") is soliciting proposals from qualified firms or individuals for solid waste transport and disposal services. It is the purpose of this RFP solicitation to secure long-term transport and disposal services for solid waste collected at the Skagit County Transfer and Recycling Station. The County is seeking proposals from experienced entities that are technical, financially, and legally qualified to provide the required services.

The County's current contract for solid waste receiving, transport, and disposal services expires on September 30, 2023. The 2012 amendment to the current contract granted the County the right to extend the current contract to such time. Appendix A contains a complete copy of the current long haul contract (as amended)

7. BACKGROUND

County Information: Skagit County is located on Puget Sound, between Whatcom County to the north and Snohomish County to the south. Covering 1,730 square miles, Skagit County's population is estimated at 129,523 people in 2020 (US Census).

Since the change from landfill/incineration to rail transport of solid waste, the County's population has increased by over 60%. The Skagit County Comprehensive Plan provides information including population growth, housing needs, and development projections. The Skagit County Comprehensive Plan is available at: https://www.skagitcounty.net/Departments/PlanningAndPermit/comp_toc.htm

Title 12, "Health, Welfare, and Sanitation", of the Skagit County Code governs solid waste management within Skagit County. In Skagit County Code 12.18, the County enacted a "flow control" regulation requiring all solid waste generated and collected within Skagit County to be disposed of through the Skagit County Solid Waste System.

Current Transport and Disposal Services: The Skagit County Solid Waste Management Plan (SWMP) describes the management of solid waste generated in the County. The SWMP is available at <https://www.skagitcounty.net/PublicWorksSolidWaste/Documents/SCSWMP%202018-2023.pdf>

The following cities and towns have signed the Interlocal Cooperative Agreement between Skagit

County and Cities and Towns in Skagit County For Solid Waste Management (C20080306), which is included in Appendix B. The Interlocal Agreement was amended (A20100124) in 2010 to extend the end date of the agreement to December 31, 2030 (also included at Appendix B). This amended interlocal agreement may be commonly referred to as the Skagit County Solid Waste System Governance Board (SWSGB) Interlocal Agreement, and this RFP and all proposals shall be subject to and shall comply with the terms of the SWSGB Interlocal Agreement.

- **Anacortes**
- **Burlington**
- **Concrete**
- **Hamilton**
- **La Conner**
- **Lyman**
- **Mount Vernon**
- **Sedro-Woolley**

Solid waste generated and collected in unincorporated areas of the County and from cities/towns is delivered to one of the County's transfer stations. The County operates two (2) transfer stations and one (1) compactor site. The three (3) County locations are:

- **Skagit County Recycling & Transfer Station:** 14104 Ovenell Road, Mount Vernon, WA
- **Sauk Recycling & Transfer Station:** 50796 State Route 20, Concrete, WA
- **Clear Lake Recycling & Compactor Site:** 23202 Howey Road, Clear Lake, WA

The County compacts and transports all solid waste accepted at the County's solid waste sites to main Transfer Station on Ovenell Road. Solid waste is further compacted and currently transported to the intermodal facility on Ball Road. The County delivered approximately 125,338 tons of solid waste to the intermodal facility in calendar year 2021 from the transfer station. Table 1 summarizes the monthly quantity of solid waste by County transfer stations for 2019 through 2021.

Table 1. 2019-2021 Solid Waste Tonnage at Skagit County Recycling & Transfer Station

Month	2019	2020	2021
January	9,492	9,262	9,904
February	7,353	9,953	8,548
March	9,359	9,787	11,139
April	9,957	9,723	10,868
May	10,380	10,170	10,359
June	10,218	10,709	10,826
July	10,792	11,480	11,124
August	10,915	11,063	11,535
September	10,318	11,047	11,078
October	10,604	10,816	10,277
November	9,029	9,575	10,454
December	8,786	10,036	9,226
Total	117,203	123,620	125,338

In addition to solid waste, other types of materials are brought to the intermodal facility (IMF) by County staff or by local contractors. Table 2 presents the tonnages of these materials for 2019, 2020, and 2021.

Table 2. 2019-2021 Tonnage delivered to IMF by Material

Calendar Year	MSW Tonnage*	RRW/CDL Tonnage**	Vactor/Steet Sweepings Tonnage***	Number of Loads	Total Solid Waste
2019	117,203	5,312	1,533	3,802	124,048
2020	123,620	6,103	1,559	4,026	131,282
2021	125,338	7,222	1,312	4,089	133,872

*MSW is waste from County transfer stations and compactor sites.

**RRW is "residual recycling waste/construction demolition debris" brought directly to the IMF by local businesses.

***Vactor/Street Sweepings is material collected from the County vactor facilities, delivered to the IMF by County staff, and transported to the current disposal landfill for use as alternative daily cover (ADC).

8. SCOPE OF SERVICES

The successful Proposer will be required to receive, transport, and dispose of all solid waste generated and collected in the County in accordance with the service Contract (Contract) substantially in the form of the service Contract Template attached hereto as Appendix C. Key terms used in this section are also defined and are more particularly described in the Contract Template, although the terms of the Contract Template shall prevail in the event of any inconsistency. The Contract will be subject to prevailing wage requirements in accordance with applicable law, including RCW 39.58.090(8) and RCW 39.12. The following is an overview of the scope of services:

A. Delivery of Acceptable Waste: The County requires that all Acceptable Waste generated in the County is directed to the County System (per SCC 12.18.). The County agrees to use reasonable efforts to enter into, maintain, and enforce interlocal agreements with local governments in the County granting the County the right to designate the Disposal Site for Acceptable Waste generated within the jurisdiction of such local governments.

B. Receiving Services: The successful Proposer will be required to utilize the Receiving Facility(s) identified in the Contract throughout the term of the Contract unless an alternative Receiving Facility is approved in writing by the County Representative. The successful Proposer will be required to provide priority access at the Receiving Facility for County vehicles. In addition, the successful Proposer is required to operate the Receiving Facility to maintain a daily average vehicle turnaround time for County vehicles of less than fifteen (15) minutes from initial entrance to exit. The Receiving Facility may also be used for non-County materials, as long as such use does not interfere with the use of the Receiving Facility by the County in accordance with the terms of the Contract.

C. Transport Services: In addition to receiving services, the successful Proposer will be required to transport all Loaded Containers accepted at the Receiving Facility to the Disposal Site and return empty Containers from Disposal Site to the Receiving Facility.

D. Disposal Services: For disposal services, the successful Proposer will be required to utilize the Disposal Site identified in the Contract throughout the term of the Contract unless an alternative Disposal Site is approved in writing by the County Representative. The Disposal Site must be in compliance with WAC 173-351-300 Design Criteria (2)(a) or CFR Title 40, Subpart D, Section 258.40 Design Criteria, (2)(b) and compliant with all applicable Federal, State, and Local laws, regulations, and rules.

E. Alternative Operations Plan: If the successful Proposer is unable to utilize any Facility proposed, the successful Proposer will be solely responsible for procuring the alternative Facility and any and all increases in costs, including, but not limited to, transportation costs, disposal costs, and County capital and operational costs, associated with the alternative Facility.

F. Capacity: The successful Proposer will be solely responsible for providing sufficient capacity to receive, transport, and dispose of Waste in accordance with this Contract.

G. Inspection of Loaded Containers and Unacceptable Waste: The successful Proposer may inspect the contents of a Loaded Container. If the successful Proposer discovers Unacceptable Waste in a Loaded Container, the successful Proposer shall comply with the procedures set forth in the Contract.

H. Average County Compacted Container Weight: Prior to delivery to the Receiving Facility, the County will compact the Acceptable Waste, excluding Residual Recycling Waste/ Construction, Demolition and Land-clearing Waste and Street Sweepings/Vactor Grit and other Solid Waste as

determined by the County, that is accepted at the County Transfer Stations. The County guarantees an annual average County Compacted Container weight of at least twenty-six (26) tons per County Compacted Container. Twenty-six tons is the minimum container weight, and Containers under this weight will be charged for twenty-six (26) tons.

I. Provision of Equipment: Excluding equipment explicitly stated in the Contract to be provided by the County, the successful Proposer, at its sole cost and expense, agrees to furnish all equipment necessary to provide the services in accordance with the Contract. The successful Proposer will provide sufficient Containers, Chassis, and Trailers to provide services in accordance with the Contract which shall not in any event be provided by the Proposer in quantities less than those specified in the Contract.

J. Appearance, Operation, and Maintenance of Equipment: The successful Proposer shall adhere to the requirements for appearance, operation and maintenance of equipment set forth in the Contract.

K. Hours of Operation: The Contract sets forth minimum hours of operation for the Receiving Facility. The Contractor shall, upon request of the County Representative and without notice, extend the hours of operation due to the need for emergency response support as determined by the County.

L. Record Keeping and Reporting: The successful Proposer will be required to keep accurate records of all transactions connected with this Contract including, but not limited to, all correspondence and invoices, transaction tickets or receipts issued at a Contractor Receiving Facility or a Disposal Site. All such records may be subject to public disclosure pursuant to applicable law, including RCW 42.56.

M. Fees, Credit for County Compacted Container Weight and Fee Adjustments: For each Loaded Container delivered by the County and other Customers and accepted by the successful Proposer at the Receiving Facility, transported to and disposed of at the Disposal Site, the County will pay the successful Proposer a Receiving Services and Transport Services Fee and a Disposal Services Fee as specified in the Contract. For each Loaded Container delivered by the County or other Customer directly to the Disposal Site and disposed at the Disposal Site, the County will pay the successful Proposer a Disposal Services Fee only.

The Proposer shall propose a separate Receiving Services and Transport Services Fee for months in which the average weight per Compacted Container exceeds twenty-seven and one half (27.5) tons.

9. CONTRACT TERM

The initial term of the Contract shall commence on **October 1, 2023** and shall expire on September 30, 2033, subject to the termination provisions and other terms of the Contract. The County shall have the option to renew the Contract for up to two (2) additional renewal terms of ten (10) years, upon mutual agreement with the Proposer, in accordance with the substantial form of the Contract terms as provided at Appendix C.

10. EVALUATION CRITERIA

Proposals will be scored according to the criteria indicated in Table 3 below.

Table 3. Evaluation Criteria

Evaluation Criteria	Evaluation Factors	Criteria (Rating Percentage)
Criteria 1: Letter of Intent and Method of Approach	<ul style="list-style-type: none"> – Letter of Intent/ Proposer's understanding of project – Operations plan <ul style="list-style-type: none"> • Receiving Facility • Disposal Site • Transport plan • Alternate plan • Equipment plan • Authorization to Operate • Safety policies and procedures and safety record • Key personnel and staffing plan • Proposer representative and communications plan • Environmental protection plan – Transition plan – Emergency response plan 	<p>Thirty percent (30%)</p> <p>(Unacceptable, acceptable, good, better, or best).</p>
Criteria 2: Sustainability	<ul style="list-style-type: none"> – Transport Mode/Distance – Landfill Gas/Energy Recovery 	<p>Five percent (5%)</p> <p>(Unacceptable, acceptable, good, better, or best).</p>
Criteria 3: Similar Service Experience/ Technical Expertise/ References/ Community Involvement/ Financial Stability	<ul style="list-style-type: none"> – Service experience – Performance history for similar services – Breach of contract resolution – References for similar services – Community involvement – Compliance history – Litigation history – Claims history and regulatory compliance – Audited financial statements – Certificate of insurability – Proof of ability to acquire Performance Bond – Bankruptcy history 	<p>Fifteen percent (15%)</p> <p>(Unacceptable, acceptable, good, better, or best).</p>
Criteria 4: Pricing and County Operations Financial Impact	<ul style="list-style-type: none"> – Fees to be paid by County – Revenues to be paid to County – Estimated financial impact to County operations 	<p>Fifty percent (50%)</p>
Criteria 5: Ability to Contract with Proposer	<ul style="list-style-type: none"> – Acceptance of Contract Template terms. 	<p>Pass or Fail</p> <p>(Acceptable or unacceptable).</p>

Evaluation Criteria	Evaluation Factors	Criteria (Rating Percentage)
Total Percentage		100

11. PROPOSAL EVALUATION

The selection criteria may include, but are not limited to: the Proposer's prior experience; management capability; schedule availability; financial resources and stability; cost of services, nature of proposed facility; system reliability; performance standards for facility; compatibility with existing service facilities; project performance guarantees; technical expertise; enforcement provisions; environmental protection measures; consistency with comprehensive solid waste management plan; risk allocation; and as further described and provided per this RFP. Proposals will be evaluated based on the process described in the Revised Code of Washington (RCW) 36.58.090, including the following steps:

A. The County will complete an initial proposal review to determine completeness and responsiveness of all proposals received. The County will then interview each proposer whose proposal the County finds to be complete and responsive. In the event the County determines that a proposal is not complete or not responsive the County may at its sole discretion eliminate the proposal from further consideration.

B. The County will evaluate proposals found to be complete and responsive using the criteria set forth in this RFP. If deemed necessary, prior to ranking the proposals, the County may request written and/or oral clarifications of the proposals (and/or more detailed proposal information), conduct site visits to the proposed Receiving Facility and Disposal Site, and/or conduct other investigations to confirm the information provided in the proposals. Criteria ranking percentages are based upon "Unacceptable, Acceptable, Good, Better, or Best" determinations made by applicable County staff, at the County's sole judgment and discretion.

C. All information and elements of the submitted proposals may be topics for discussion during interviews. Interviews are intended to enhance the County's understanding of written proposals and will not be separately scored.

D. After the County has determined that the initial interview process has been completed, the County may then proceed with discussions with a Proposer recommended to the Board of County Commissioners. Such discussions shall include any necessary minor negotiation of final Contract terms, although such final contract terms shall be consistent with the terms of the substantial form of the Contract Template, and shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed Contract. In the event negotiations with the Proposer are not successful, the County may terminate the process and initiate negotiations with the next recommended preferred Proposer. This process may be repeated with other Proposers until an agreement is reached.

E. Prior to entering into the Contract with a recommended preferred Proposer (vendor), the Skagit County Board of Commissioners (Board) shall make written findings after holding a public hearing as required per RCW 36.58.090(6).

The Skagit County Board of Commissioners (Board) hereby designates the Skagit County Public Works Director (or their designee), in consultation with the Skagit County Prosecuting Attorney's Office, to be the Board's representative for purposes proposal evaluation and recommendation.

12. PROPOSAL SUBMITTAL REQUIREMENTS

Proposals shall be concise and address the required content requested in this section. Proposals are requested to be in 11 point font or greater and printed on 8.5" x 11" paper with no less than ½" margins. For page limitations specified herein, one side of a piece of paper constitutes one page.

All required signatures shall be made by an authorized representative of the Proposer who has legal authority to bind the Proposer to contractual obligations. Proposals by corporations must be executed in the corporate name by the President or Vice President (or other documented duly authorized corporate representative). The corporate address and state of incorporation shall be shown below the signature. Erasures, interlineations or other modifications in the submitted proposal shall be initialed and dated by the person authorized to sign the proposal.

The proposals shall be divided into sections, subsections, and appendices as shown in Table 4.

Table 4. Proposal Format

Section	Section Title	Forms
A.	Letter of Intent and Transmittal Page	2
B.	Method of Approach	
C.	Sustainability	
D.	Similar Service Experience/Technical Expertise/References/Community Involvement/Financial Stability	
E.	Pricing and County Operations Financial Impact	2
F.	Acceptance of Contract terms	

Proposals shall include, at a minimum, the following:

A. Letter of Intent and Statement of Organization:

1. **Letter of Intent:** Recommended length two (2) pages. The letter of intent must be signed in accordance with the signature requirements stated above. The letter of intent should at a minimum include the following information:
 - i. The Proposer's understanding of the work, including a brief overview of the Proposer's method of approach.
 - ii. Statement that the proposal is a firm offer valid for one hundred eighty (180) days from the Proposal due date.
 - iii. Statement that the Proposer acknowledges all addenda.
 - iv. Statement that the Proposer acknowledges and agrees to be willing and ready to commence services on the Commencement Date as described in Section IV above.
2. **Statement of Organization:** Proposer must complete and submit Statement of Organization (Appendix E). All subcontractors must be identified in Statement of Organization.

B. Method of Approach: Recommended length (50) pages, excluding the following that shall be included in a proposal appendix: facility drawings, equipment photos, manufacturer equipment drawings and literature, information relevant to authorization to operate, and key personnel resumes.

1. Operations Plan:

i. **Receiving Facility:**

- **General Information:** Name, owners, operators, and description of the Receiving Facility.
- **Location:** Location(s) of the Receiving Facility(s) and description of roadway access to the Receiving Facility location(s) and environmental impacts of locating the Receiving Facility at the proposed location(s). The County strongly prefers the Receiving Facility to be located within the boundaries of Skagit County. The County prefers for the Receiving Facility to be located within the area shown on the map included in Appendix D. Proposed Receiving Facility locations that are outside this preferred area will be evaluated by the County under the method of approach (Evaluation Criteria 1), and for the financial impact to the County (Evaluation Criteria 3).
- **General Arrangement Drawings:** Drawings of the Receiving Facility including the full extent and nature of all buildings and structures, pavement, rail lines, and other features within the property boundaries.
- **Acquisition/Construction/Renovation Plan:** Description of the timeline, key milestones, and other requirements to acquire, construct, and/or renovate proposed Receiving Facility.
- **Capacity:** Description of the total daily capacity and available daily capacity of the Receiving Facility. Capacities shall be stated in tons per day and number of containers per day. Evidence supporting the stated total and available daily capacities of the Receiving Facility.
- **Gate House Procedures:** Description of gate house procedures at the Receiving Facility that will assure accurate daily record keeping of arrival and departure times and turnaround times for all County vehicles. In addition, description of record sharing with the County (in compliance with applicable law, including RCW 42.56).
- **Priority Access and Truck Turnaround Time:** Specify the number of County vehicles to be provided priority access at any one time and the expected maximum vehicle turnaround time for County vehicles at the Receiving Facility. Proposers shall meet the priority access and vehicle turnaround time requirements set forth in the Contract in Appendix C.

ii. **Disposal Site:**

- **General Information:** Name, owners, operators, and description of the Disposal Site.
- **Location:** Location of the proposed Disposal Site.
- **General Arrangement Drawings:** Show full extent of all facilities, details of bottom liner and permanent closure construction plans, location and details of groundwater and landfill monitoring system, pavement, rail lines, and other features within the property boundaries. Include details of permitted and expected future permitted landfill footprint.
- **Landfill Gas Management Plan:** Provide description of the facilities and systems employed for capturing and managing landfill gas generated at the Disposal Site. Include system performance information, including capture rates, percent methane in the landfill gas, gas uses and other explanation to describe the functioning of the landfill gas management system. This information will be used by the County for assessing the sustainability evaluation criteria points.

- **Landfill Groundwater Monitoring Plan:** Provide detailed description of the current groundwater monitoring network. Include drawings and system performance information.
- **Acquisition/Construction/Renovation Plan:** Description of the timeline, key milestones, and other requirements to acquire, construct, and/or renovate the proposed Disposal Site.
- **Capacity:** Description of the total daily capacity, available daily capacity, and remaining capacity of Disposal Site through the initial Term of the Contract (September 20, 2033). Total daily capacity means the average current capacity of the Disposal Site on a weekday. For example, “the Disposal Site has the capacity to dispose of X tons per weekday”. Available daily capacity means the total daily capacity less the average capacity that is utilized by other customers. Available daily capacity is capacity that can be used to serve the County. Remaining capacity means the capacity currently available prior to closure of the Disposal Site. Total daily capacity and available daily capacity shall be stated in tons per day. Provide evidence supporting the available daily capacity and remaining capacity of the Disposal Site.
- **Gate House Procedures:** Description of gate house procedures at Disposal Site including daily gate house record keeping and record sharing with the County (in compliance with applicable law, including RCW 42.56).

iii. **Transport Plan:** Description of transport services including:

- **General Information:** Overview of transport services approach. In addition, name(s) of owner of firm or firms providing transport services.
- **Teaming Experience of Proposer and Transport Service Firm(s):** Description of current and prior projects for which Proposer has teamed with firm providing transport services. Provide evidence of the transport services firms’ commitments to fulfill their role in the services for the term of the Contract including any and all renewal terms.
- **Transport Distances:** Provide distances, measured to the nearest mile, for each leg of the transport route that will be employed, and include a description of the mode of transportation used for each leg of the route. This information will be used by the County for assessing the sustainability evaluation criteria points.

iv. **Alternate Operations Plan:** Description of procedures and facilities Proposer will use to address short term (five [5] days or less) and long term (greater than five [5] days) difficulties and/or inability to provide services using Proposer’s procedures and proposed Facilities. Identify an alternative Receiving Facility, alternative transport services, and alternative Disposal Site.

v. **Equipment Plan:** Proposer shall meet the equipment requirements as set forth in the draft Contract Template in Appendix C. The equipment description must include the make, model, and age of each proposed type of equipment. Equipment photos and manufacturers’ drawings and literature should be included in an Appendix. Proposer shall describe the following:

- All equipment that will be employed at the Receiving Facility.
- Primary mobile-portable equipment used for waste transportation, including but not limited to closed and open top containers, chassis, and trailers.

- Excluding equipment at the Disposal Site, the total number of equipment units including spare units that will be available to perform each service under the Contract.
 - Excluding equipment at the Disposal Site, any equipment to be acquired in the future, and a timeline for acquisition of such new equipment.
 - Excluding equipment at the Disposal Site, preventive and unscheduled maintenance program for all Proposer-furnished equipment used to perform services under the Contract, including the proposed frequency of cleaning waste containers. Identify parties who will be responsible for maintenance and cleaning of the equipment.
- vi. **Authorization to Operate:** For existing facilities, copies of all current facility operating permits, financial assurances, and the past five (5) years of health district or other public oversight inspection reports for the Receiving Facility and Disposal Site. Provide the last two annual landfill monitoring reports for the proposed Disposal Site.
- vii. **Safety Policies and Procedures and Safety Record:** Description of safety policies and procedures that will be in effect at the Receiving Facility and the Disposal Site to ensure the safety of Proposer's personnel, County staff, and other third parties. Provide the Proposer's documented safety record over the past five (5) years for its operations in Washington, Oregon and Idaho, including a summary of all accidents that involved injury, death, property damage and/or lost work time.
- viii. **Key Personnel and Staffing Plan:** Proposer shall describe the following:
- Proposed staffing levels by function/labor classification within each element of the services (i.e., at the Receiving Facility, at the Disposal Site, and in the transport element but not including the rail leg if used).
 - Key members of the Proposer's team including job descriptions, resumes, references, and their proposed role and responsibilities for each team member.
 - Subcontractors that are proposed to perform any portion of the work and their respective roles.
 - Labor management/relations provisions of existing agreements to which the Proposer or a relevant subcontractor are parties and the Proposer's plan for dealing with any labor disruptions that could impact operations and services.
 - Compliance with payment of prevailing wages. The Contract will be subject to prevailing wage requirements in accordance with applicable law, including RCW 39.58.090(8) and RCW 39.12.
- ix. **Proposer Representative and Communications Plan:** Identification of Proposer representative(s) who will be responsible for Contract matters and for day-to-day operations. Description of communications plan between Proposer and County including expected frequency of in-person coordination meetings and other forms of regular communications.
- x. **Environmental Protection Plan:** Provide a description of all measures that will be taken to prevent, minimize and/or respond to spills, releases, and/or environmental damage that could occur as a result of the Proposer's services at the Receiving Facility, during waste transport and at the Disposal Site. Environmental damage includes, but is not limited to, spills of solid waste or leachate, or oil spills from equipment.

2. **Transition Plan:** Description of strategies to ensure a smooth transition from the current service provider to the successful Proposer. Proposer shall describe the following:
 - i. Individual who will oversee the execution of the transition plan.
 - ii. Proposed approach, including equipment acquisition, and personnel hiring, assignment and training.
 - iii. Schedule for the transition period that identifies all key transition activities.

3. **Emergency Response Plan:** Description of Proposer's strategies to ensure proper management of materials due to unplanned or unexpected increased quantities of material. This should include a discussion of how the Proposer would extend hours of operations when necessary to cope with emergency conditions within the County. Such emergency conditions could arise due to natural disasters such as floods, seismic events, severe storms, pandemic, conflagrations or large explosion events.

4. **Sustainability:** Description of Proposer's national and local sustainability initiatives and practices including any documented results of these initiatives and practices over the past five (5) years.

5. **Comments Regarding Contract Template:** List all proposed questions or comments regarding the Contract Template terms at Attachment E. Although the final Contract terms must be consistent with the terms of the Contract Template, proposers may provide a summary discussion, questions, and/or comments regarding the Contract Template terms for consideration by the County. The Contract Template shall include indemnification, insurance, and bonding terms as required by the County

C. **Sustainability:** Recommended length two (2) pages.

1. Sustainability shall be ranked in the following way (based upon Low, Medium, High, and Highest determinations made by applicable County staff, at the County's sole judgment and discretion):

Category	Evaluation Factor	Factor Range	Ranking
Transport Mode/Distance			
	Truck	> 200 miles R/T	Low
	Truck	50-200miles R/T	Medium
	Train	> 300miles One Way	High
	Train	< 300miles One Way	Highest
		Total	
Energy Recovery			
	Recovery of	Beginning with start of	High

	energy from landfill gas	service	
	Recovery of energy from landfill gas	Beginning 5 years after start of service	Medium
	No energy recovery from landfill gas	During Contract term	Low
		Ranking Determination	

[1] Transport Mode/Distance refers to the primary means of transport between the Receiving Facility and the Disposal Site and excludes short haul transport at either end of the primary transport leg.

D. Similar Service Experience / Technical Expertise / References / Community Involvement / Financial Stability: Recommended length fifty (50) pages.

1. Service Experience:

- i. Identify the number of years the Proposer has been in business, and any previous or additional names under which the Proposer has conducted or is conducting business.
- ii. Identify the number of years of Proposer's experience providing solid waste transport and disposal services including a description of those services, and the names of the businesses under which the services were provided.
- iii. Identify the agencies and parties for whom those services have been provided.

2. Performance History for Similar Services: Identify any solid waste long haul transport and disposal services contract providing services in the Pacific Northwest (i.e., Washington, Oregon, Idaho) during the past five (5) years to which the Proposer was a party and for which the Proposer's services under the contract ended prior to the contract expiration date due to assignment of the contract to another vendor, mutual agreement with the customer to discontinue Proposer's services, or any other reason. Provide a brief explanation of the reason(s) for the termination.

3. Breach of Contract Resolution: Identify any solid waste long haul transport and disposal services contract in the past five (5) years for which a breach of contract claim was made against Proposer and/or its subcontractor(s). Describe the nature of the claim of breach and the measures taken to resolve the claim.

4. References for Similar Services: Provide four (4) customer references, for which Proposer has provided similar solid waste transport and disposal services within the last ten (10) years. Briefly describe each service contract including annual tons of waste managed and nature of the service provided. For each reference service contract provide a current customer contact name, email address and phone number. Referenced service contracts should demonstrate experience transporting large quantities of solid waste long distances and disposing of such materials. For the listed reference service contracts, describe those instances, if any, where the customer claimed that the Proposer was in breach of any requirement(s) of the contract and describe how the claim of breach was resolved.

5. Community Involvement: Provide a description of any community involvement activities by Proposer including development and/or expansion of solid waste management programs, and a description of awards/recognitions received associated with contracts discussed in Section D.4. Recommended length four (4) pages.

6. Compliance History:

- i. Identify any formal enforcement actions commenced by state or federal agencies within the past five (5) years for violations relating to Proposer's or Proposer's affiliates' operations for waste receiving, transport, and disposal in Washington or any other state where Proposer proposes to provide waste receiving, transport or disposal services under the contract.
 - ii. Identify all fines, penalties, settlements, or damages of any kind paid by Proposer, Proposer's proposed subcontractor(s), Proposer's parent company and/or any of the parent company's subsidiaries as a result of the enforcement actions identified in (i.) above.
7. **Litigation History:** Description of any litigation with a federal, local, or state government entity or agency in the past five (5) years. Include the name of the entity, type of services provided, date of litigation, description of claim, and resolution of litigation.
8. **Audited Financial Statements:** Audited financial statements for years 2019, 2020, and 2021.
9. **Certificate of Insurability.** Statement that the Proposer agrees to comply with the insurance requirements set forth in the draft Contract in Appendix C.
10. **Proof of Ability to Acquire Performance Bond:** Proof that the Proposer agrees to and is capable of complying with the performance bond requirements set forth in the draft Contract in Appendix C.
11. **Bankruptcy History:** Identification whether Proposer and/or any applicable parent, subsidiary, and/or affiliate company has ever been declared insolvent, filed for bankruptcy, or consented to or acquiesced in the appointment of a receiver or trustee for management of its assets or business.

E. Pricing and County Operations Financial Impact: Proposer must complete Pricing Form (Appendix F).

1. The lowest total cost proposal will receive significant consideration and potentially higher evaluation based on this criterion. Proposals that are not the lowest cost may be considered based on a percentage of the lowest cost proposal.

13. RFP QUESTIONS/CLARIFICATIONS

Questions shall be submitted to the Solid Waste Division Manager by email to: margog@co.skagit.wa.us, no later than 4:00 pm, Friday, February 24, 2023.

A. Oral questions will not be accepted or answered. Questions must be in written form, by letter or email. An addendum to this RFP will be issued by the Solid Waste Division as a result of the questions generated under this competitive solicitation to all plan holders.

B. A Silent Period established between the time the County publishes notice of the RFP and the time that the County recommends award of the RFP (prior to the public hearing on the proposed Contract). The Silent Period includes the issuance, submittal receipt, and evaluation of the RFP. All proposers, consultants, or individuals acting on their behalf are hereby prohibited from contacting or lobbying any County employee, official, or representative regarding this RFP during the Silent Period other than the County's designated representative (the Skagit County Solid Waste Division Manager, or her designee). Failure to observe to the Silent Period may disqualify the proposer and/or delay or void the RFP.

14. ADDENDA

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the RFP, the County will issue a written addendum to the RFP. Proposer must register for this RFP to be notified

of any addenda and/or new documents on this RFP. It is the Proposer's responsibility register for notification and to otherwise check for addenda and other new documents on-line.

15. INSURANCE REQUIREMENTS, PERFORMANCE BOND, AND INDEMNIFICATION

See terms included per the Contract Template at Appendix C.

16. FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

Federal Executive Order 12549 prohibits federal, state, and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the contractor/vendor to advise Skagit County, in writing, of any current Federal Suspension and Debarment.

Debarment Certification. By signing and submitting a response to this competitive solicitation (RFP), I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

17. PUBLIC RECORDS

Submittals received by Skagit County in response to this RFP solicitation become public records upon receipt and are subject to public disclosure pursuant to Chapter 42.56 RCW, the Public Records Act. Unless privileged, or otherwise exempt from public disclosure pursuant to applicable law, the County shall have the right to use and distribute any and all documents, writings, programs, data, public records or other materials prepared by any party in connection with performance of this Agreement. The Proposer recognizes and agrees that any documents and/or materials arising from and/or related to this Agreement may be subject to public disclosure pursuant to applicable law (including RCW 42.56). The Proposer should clearly identify and label in its proposal any specific information that it believes to be exempt from public disclosure, with an explanation as to what specific exemption(s) it believes to apply. If Skagit County receives a Public Records Act request for such information so marked in the Proposer's submitted proposal, and the County determines that it may need to produce that information in response to the Public Records Act request, the County's sole obligation to the Proposer shall be to reasonably attempt to notify the Proposer: (1) of the request, and (2) of the date that such information will be released to the requester, unless the Proposer obtains a court order to enjoin that disclosure (at the Proposer's sole cost and expense). If the Proposer fails to timely obtain a court order enjoining disclosure, Skagit County will release the requested information on the date specified. While the County may take such above-described reasonable steps to attempt to prevent the disclosure of such documents and information, the County cannot and does not represent and/or guarantee that any specific drawings, documents, data, plans, materials and/or information will not be released, even if the release of such drawings, documents, data, materials, plans, and/or information may be (or may arguably be) exempt or otherwise preventable by law. The Proposer expressly waives any and all claims against the County for any harm, liability, costs, and/or damages (direct and/or consequential) incurred by Proposer arising from and/or directly or indirectly related to the release of any and all drawings, plans, documents, data, materials, and/or information provided by Proposer.