

## City of Duvall – Request for Proposals

### 2025-2026 Special Recycling Collection Event (SRCE) Consultant for the City of Duvall

#### **RFP INFORMATION**

Enclosed you will find all the documents related to the Request for Proposal for Duvall’s 2025-2026 Special Recycling Collection Event Consultant. Attached are the proposal information, Scope of Work, and Duvall’s sample Service Contract.

**City Contact:** Benjamin Ressler

**Phone:** 425.939.8046

**Email:** [benjamin.ressler@duvallwa.gov](mailto:benjamin.ressler@duvallwa.gov)

**Alt. City Contact:** City Project Manager Email

**Email:** [pm@duvallwa.gov](mailto:pm@duvallwa.gov)

Please submit proposals via email to both the City’s contacts above. Completed proposals are due back to the City of Duvall **no later than 3:00 p.m. PST Friday, January 3, 2025**. Proposals received after that date and time will not be considered. Any questions must be submitted by 11:00 a.m. PST on Monday, December 30, 2024. All questions, answers and updates to the RFP will be posted on the City’s webpage.

By submitting a proposal, the prospective consultant agrees to all terms and conditions of the attached contract (Exhibit B).

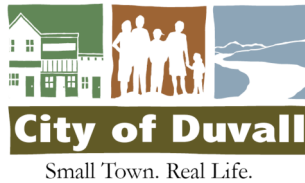
#### **OVERVIEW**

The City of Duvall is requesting proposals for a professional consultant to provide a minimum of two Special Recycling Collection Events (SRCE), one in 2025 and one in 2026. The City of Duvall receives grant funding from King County and the State of Washington to sponsor programs that reduce the amount of recyclable waste dumped into landfills, promote recycling and the use of recycled products, and reduce the public health impact of waste that is improperly or illegally disposed of into the environment. The City reserves the right to extend this contract up to one additional year (through 2027).

The City of Duvall will use a combination of grants to sponsor one or more recycling collection events and/or activities in 2025 and 2026. The purpose of this RFP is to seek proposals from professional consultants that will be able to coordinate and manage these tasks.

The main SRCE events typically take place in July each year. If additional funding is remaining, a second event and/or activity coordination opportunity may be available for 2025 and/or 2026.

The project cost for the SRCE is approximately **\$30,000.00** per year. Detailed break-out by event or task is available upon request. All work must be completed for each year by November 30<sup>th</sup>. Costs for City staff time and grant administration is included in the project estimate.



## **NECESSARY SKILLS**

Necessary skills include proven expertise in solid waste management and the ability to procure and execute government grants. The consultant must have experience in organizing, coordination and operation of municipal collection events, preferably within the local area, the ability to work with City staff, collection vendors and prepare collection reports and reimbursement requests for the grantors and the City. The chosen consultant must have extensive experience in the collection and transporting of the following items for the Special Recycling Collection Event:

Batteries, shredding material reusable household goods and clothing, refrigerators, freezers and air conditioning units\*, televisions, electronics, computer and audio equipment, tires\*, scrap metal and appliances, porcelain toilets and sinks\* and propane tanks\*. Items actually collected at the events will be mutually agreed upon by the consultant and the City.

\*= The consultant will be allowed to charge a nominal user fee to offset the cost of collecting and recycling these items.

## **SCOPE OF WORK**

See Exhibit A for detailed scope of work.

## **DELIVERABLES**

Written reports and reimbursement requests after the collection event for the grantors and the City in the format required by each agency. Each report shall include the following:

1. Number of participants (vehicles).
2. Volume of each material collected (e.g. gallons, tons, pounds).
3. Compare event results (i.e., volume of collected material and number of participants) to previous events.
4. Breakdown of actual event costs by budget category.
5. Provide receipts for all services and supplies for the event.

## **MATERIALS TO SUBMIT**

Interested consultants must submit: 1) a full statement of their qualifications, and 2) their proposals.

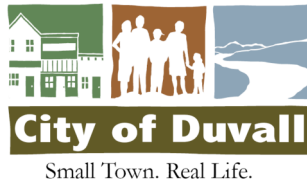
The proposal must include the following:

1. Written understanding of the project.
2. A one-page summary of project tasks, including timelines, personnel and expenses for each task listed.
3. Summary of qualifications of individuals directly working on the event.
4. List of similar projects completed for other agencies with contact information.
5. An example of work that best reflects the consultant's ability to complete this project.

## **SELECTION CRITERIA**

A panel of City employees will evaluate the proposals and will award the contract to the applicant that best suits our community's needs.

| <u>Criteria</u>                                  | <u>Points</u> |
|--|---------------|
| Experience in the "Necessary Skills" area in RFP | 0-20          |
| Expertise of key personnel                       | 0-15          |
| Response of references                           | 0-15          |



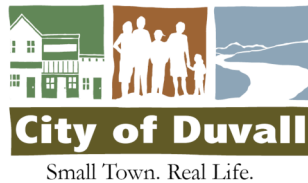
## **TERMS AND CONDITIONS**

The City reserves the right to reject any and all responses to this RFP and to waive irregularities and informalities in the submittal and evaluation process. This solicitation for Consultant Services does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a response. This solicitation does not obligate the City to accept or contract for any expressed or implied services. Furthermore, the City reserves the right to award the contract to the next most qualified Consultant if the selected Consultant does not execute a contract within thirty (30) days after the award of the proposal. The City's standard contract forms for Consultants will be the basis of terms and conditions.

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP (the "documents") become a public record upon submission to the City of Duvall, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

The City of Duvall in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award."

## EXHIBIT A



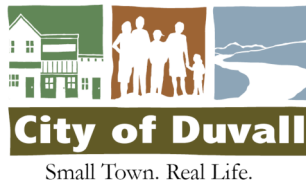
### SCOPE OF WORK – SRCE CONSULTANT

#### SCOPE OF WORK

The following services are required to coordinate and manage the recycling collection event(s):

- A. Coordinate with City staff and vendors.
- B. Secure all necessary permits for the event day and those necessary for handling, hauling and recycling/disposal of materials collected at the event.
- C. Develop promotional materials including design, printing and mailing to City and area residents via bulk (saturation) mail.
- D. Prepare and break down event site.
- E. Provide sufficient staff to manage the event.
- F. Create and distribute educational recycling materials to event participants.
- G. Provide all necessary equipment and supplies for the event.
- H. Ensure event inspections are scheduled and successfully passed.
- I. Arrange for the collection and transport of all collected material and/or market or process applicable collected recyclables.
- J. Ensure that all equipment and debris is removed from the event site and that it is left in its pre-event condition.
- K. Report collection data to the City and grantors.
- L. Prepare 2025 and 2026 grant reimbursement reports no later than November 30<sup>th</sup> of each year.
- M. Interact and coordinate with granting agencies, including procurement of future grants.
- N. Prepare 2027-2028 recycling grant applications.

EXHIBIT B



SAMPLE CONTRACT – SRCE CONSULTANT

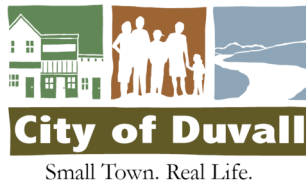
CONTRACT FOR PROFESSIONAL SERVICES

COMPANY NAME for  
NAME OF SERVICE  
#2025-##

**THIS AGREEMENT** is entered into between the City of Duvall, Washington, hereinafter referred to as “the City”, and **COMPANY NAME, ADDRESS**, hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to coordinate and execute recycling event services as outlined in Exhibit “A”.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” and “B” attached hereto.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending December 31, 2026, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than December 31, 2026 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
  - A. Payment for the work provided by the Consultant shall be made as provided in “Paragraph 4B”, provided that the total amount of payment to the Consultant shall not exceed the funding available through grants awarded to the City including, but not limited to, Waste Reduction and Recycling (WRR), Local Hazardous Waste Management Plan (LHWMP), and Local Solid Waste Financial Assistance (LSWFA) grants without express written modification of the Agreement signed by the City. Estimated grant funding will be approximately \$30,000 annually.
  - B. The Consultant will submit one invoice per completed event to the City, no later than November 30<sup>th</sup> of each year. Such invoices will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved. The Consultant’s request for payment to the City justifying the request for payment shall include, at a minimum, a report of work accomplished, and tasks completed, and an itemization of eligible expenses with copies of receipts and invoices.
  - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.

## EXHIBIT B



- D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
- E. The Consultant's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of seven (7) years after final payments. Copies shall be made available upon request.
5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

## EXHIBIT B



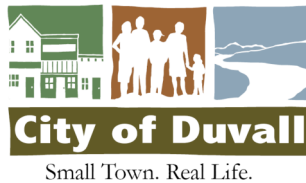
- A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
  2. Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be covered as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
  3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  4. Professional Liability with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
- B. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
- C. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- D. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Certificates of coverage and endorsements as required by this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.
- E. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
- F. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

## EXHIBIT B



9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. **Discrimination Prohibited.** The Consultant, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation or the presence of any disability in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
  - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
  - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Duvall Municipal Code and ordinances of the City of Duvall. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and

## EXHIBIT B



agree that venue shall be properly laid in King County, Washington. Each party in any such action shall bear own attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.

16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.

17. **Notices.** Notices to the City of Duvall shall be sent to the following address:

City Clerk  
City of Duvall  
P.O. 1300  
Duvall, WA 98019

Notices to Consultant shall be sent to the following address:

Contact Name  
Company Name  
Address  
City, State Zip  
Phone number