



City of Kirkland

Request for Proposal

Consulting Services

Residential Recycling Collection

Events

Job # 56-16-PW

Issue Date: November 21, 2016

Due Date: December 9, 2016 – 4:00 p.m. (Pacific Time)

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received by the City of Kirkland, Washington, for:

Consulting Services for Residential Recycling Collection Events

File with Purchasing Agent, Finance Department, 123 - 5th Ave, Kirkland WA, 98033

Proposals received later than **4:00 p.m. December 9, 2016 will not** be considered.

A copy of this Request for Proposal (RFP) may be obtained from City's web site at <http://www.kirklandwa.gov/>. Click on the Business tab at the top of the page and then click on the Request for Proposals link found under "Doing Business with the City".

The City of Kirkland reserves the right to reject any and all proposals, and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

A Service Provider response that indicates that any of the requested information in this RFP will only be provided if and when the Service Provider is selected as the apparently successful Service Provider is not acceptable, and, at the City's sole discretion, may disqualify the proposal from consideration.

The City of Kirkland assures that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Kirkland further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the Service Provider(s) ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Dated this 21st Day of November, 2016

Greg Piland
Purchasing Agent
425-587-3123

Background Information

The City of Kirkland, Washington is located in the Seattle metropolitan area, on the eastern shore of Lake Washington and approximately 10 miles east of downtown Seattle. It has a population of approximately 84,680, and is the thirteenth largest city in the State of Washington and the sixth largest city in King County, Washington.

Since its incorporation in 1905, Kirkland has grown in geographic size and now occupies 18 square miles. The City of Kirkland is seeking the professional assistance of qualified firms to provide consulting services for residential recycling collection events.

Scope of Work

The City of Kirkland invites requests for proposals from qualified individuals and firms who wish to plan and implement the City's residential recycling collection events, in accordance with *Attachment A, Scope of Work*.

Budget and Length of Contract

Funding for the professional services contract is not to exceed \$60,000 in 2017 and \$60,000 in 2018. The total project budget is \$120,000 over the biennium. The length of the contract is January 1, 2017 through December 31, 2018.

Consultant Knowledge, Skill, and Abilities

- Demonstrated expertise in planning and implementing recycling collection events
- Experience working with municipal, county, and state government
- Knowledge of waste reduction and recycling principles and product stewardship programs
- Knowledge of grant programs and reporting requirements
- Project and budget management skills

Submittal Requirements

- Proposal outlining the proponent's implementation plans, budget for event management, labor costs and hourly wages, and the costs for the collection and recycling of items accepted.
- Identification of the project manager and a description of relevant experience of individual(s) who will be involved in the project.
- Names of clients, current address, phone numbers and email addresses of three recent references, preferably with municipalities or other governmental or recycling-related organizations.
- A detailed summary of relevant completed projects.

Proposal Submittal Instructions

Proposals must be received by no later than **4:00 pm PDT on December 9, 2016.**

We prefer that proposals be submitted by email. Emailed proposals should include "Proposal-Job #56-16-PW" in the subject line and be addressed to: purchasing@kirklandwa.gov. (Emailed proposals must be in MS Word or PDF format and cannot exceed 20MB).

As an alternate to email, proposals can be mailed or delivered to:

City of Kirkland
Attn: Greg Piland – Job #56-16-PW
123 5th Avenue
Kirkland, WA 98033

If submitting a paper proposal, the original plus four (4) copies of all proposals in printed form must be submitted in a sealed envelope or box with the following words clearly marked on the outside of the envelope Recycling Collection Event RFP. The supplier's name and address must be clearly indicated on the envelope.

Submittal Deadlines

November 21:	Release RFP
November 30:	Questions Due
December 2:	Answers to RFP questions posted
December 9:	Proposals Due
December 13:	Notify proposers of interviews
Week of December 19 (TBD):	Interviews
December 28:	Notify selected proponent
December 29 – January 9:	Contract preparation/processing
January 10:	Anticipated start work date

Selection Criteria

Selection criteria will include, but are not limited to:

- The selected firm must demonstrate expertise and experience in planning and implementing recycling collection events or other pertinent public events.
- The qualifications, expertise, and references of the individual members of the consultant's team, including their proposed roles for this contract.
- A description of the approach and associated timeline the firm would take to plan and implement the recycling events, including an overview of the tasks and schedule and the proposed budget.

- Any innovative and creative elements proposed to increase the customer experience and material reuse at each event.
- An overview of what assistance may be needed from the City of Kirkland to complete the project
- An individual interview process with City staff.

Selection Process

A selection committee will review all proposals, select finalists for interviews, and make the final selection of the consultant. The City reserves the right not to award any portion or all of the project if it finds that none of the proposals submitted meets the specific needs of the project. Prior to the commencement of work, the City and the selected consultant will meet to settle contract details. A letter notifying the consultant of the City's award will constitute notice to proceed.

General RFP Information

General RFP Information

Costs for developing proposals in response to the RFP are entirely the obligation of the Service Provider and shall not be chargeable in any manner to the City.

Submission of the proposal will signify the Service Provider's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful Service Provider.

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 request for proposals (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Kirkland may purchase from City of Kirkland contracts, provided that the Service Provider agrees to participate. The City of Kirkland does not accept any responsibility for purchase orders issued by other public agencies.

Contract

The Consultant and the City will execute a standard City of *Kirkland Professional Services Agreement (Attachment B)*.

Questions

Upon release of this RFP, all Vendor communications concerning the RFP should be directed to the City's RFP Coordinator listed below. Unauthorized contact regarding this RFP with any other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Service Providers should rely only on written statements issued by the RFP Coordinator. The City's RFP Coordinator for this project is:

Name:	John MacGillivray
Address:	City of Kirkland, Public Works 123 5 th Avenue, Kirkland, Washington 98033
E-mail:	JMacGillivray@kirklandwa.gov

Questions regarding the RFP process are to be addressed to Greg Piland, Purchasing Agent, at purchasing@kirklandwa.gov or (425) 587-3123.

**City of Kirkland
Residential Recycling Collection Events
2017-2018 Scope of Work
Job #56-16-PW**

Background

The City of Kirkland Solid Waste Division holds two Saturday residential recycling collection events each year, one in the spring (May) and one in the fall (October). Events are currently held at the Lake Washington High School parking lot between 9 AM and 3 PM. The goal of the events is to increase the opportunities for residents to divert difficult-to-recycle household items for reuse or recycling. Funding for the events is provided through grant funding from the semiannual King County Waste Reduction and Recycling Grant and Local Hazardous Waste Management Program of King County. Historically, 1,200 to 1,400 residents participate and bring approximately 60 tons of material for reuse or recycling to each event. Events are promoted through a flyer mailed to all single family residents and in a newsletter to all multifamily residents.

Task 1: Event Planning and Implementation

The Consultant shall be responsible for planning and implementing four (4) recycling collection events over a two year period. One event shall be held in the spring of 2017 and 2018 and one event held in the fall of 2017 and 2018. Events will be coordinated through the City of Kirkland with the King County Solid Waste Division, the King County Public Health Department, and the Washington State Department of Ecology and will be in accordance with the grant scopes of work submitted to the granting agencies.

The Consultant shall designate an Event Manager who shall be on-site at all times during each event to, at a minimum, manage the event set-up and break-down, supervise traffic control, event staff, and vendors, respond to participant complaints, and to ensure vendor compliance with applicable safety and environmental regulations. The Event Manager's name and contact information shall be provided to the City before each event. At the City's request, the Consultant shall distribute education and outreach materials and customer surveys developed and printed at the City's expense to event participants upon entry to the event site. The Consultant shall be given at least two weeks' notice if the City wishes to distribute customer surveys.

A. Planning and Implementation Requirements

Specific planning and implementation information to be provided by the Consultant and subject to the approval of the City prior to each event shall include, but is not limited to:

- Event location
- Event hours
- Detailed map of the event layout
- Detailed map of traffic control plan
- Event signage and placement of signs
- List of accepted and not-accepted items
- Vendors and service providers
- Contracted traffic control
- Spill management plan

B. Items to be Collected for Reuse and Recycling

The following list includes the services to be provided and the items to be collected for reuse or recycling by the Consultant at each event. The City reserves the option to add or remove collected items from the list and will notify the Consultant of any changes to the list at least two months prior to the date of each event. The City will not be charged for the collection of any items accepted by established product stewardship programs such as E-Cycle Washington and Light Recycling Washington provided that those programs pay for collection of applicable items.

Items to be collected/services to be provided at each event:

Appliances¹

Bicycles and bicycle parts

Batteries (household) – AAAA, AAA, AA, A, C, D cell, rechargeable, and cell phone

Batteries (lead acid) – Car, truck, boat, and motorcycle

CFC appliances¹ (refridgerators, freezers, air conditioners, dehumidifiers)

Child car seats

Confidential material shredding

Electronic equipment

Expanded polystyrene blocks (Styrofoamtm) and packing peanuts

Fluorescent tubes and bulbs²

Mattresses and box springs¹

Oil, oil filters, and antifreeze

Porcelain toilets, sinks, and tubs¹

Propane tanks¹

Scrap wood/bulky yard debris (limit two loads per resident)

Tires¹

¹User fees may apply to the collection of these items

²Paid for by the Light Recycle Washington Program

The consultant shall ensure that all collected materials are properly recycled or reused. Disposal of collected materials as trash is prohibited. The Consultant is responsible for evaluating materials for acceptance and has the right to refuse any materials deemed to

be unacceptable. The Consultant bears all responsibility and expense for the disposal of any non-recyclable or non-reusable items intentionally or inadvertently collected.

Task 2: Reporting

Subsequent to each event and for the purposes of grant reporting and reimbursement, the Consultant will provide to the City an event report containing information to include, but not limited to, participation statistics, volume of each material collected in pounds and per unit, the event cost by budget category, staff timesheets, copies of event expense receipts, and the number of customers surveys and education and outreach materials distributed.

Budget

The total project budget is comprised of a grant funds available from the King County Solid Waste Division Waste Reduction and Recycling Grant and the Local Hazardous Waste Management Program of King County Grant. The total project budget is \$120,000 based upon available grant funding as designated by the City for the events in grant agreements. The Consultant shall not exceed the City’s project budget.

Project Funding Sources:

<i>Funding Source:</i>	<u>2017</u>	<u>2018</u>
King County Waste Reduction and Recycling Grant	\$33,500	\$33,500
Local Hazardous Waste Management Program Grant	<u>\$26,500</u>	<u>\$26,500</u>
Total	\$60,000	\$60,000

Reimbursement

The Consultant shall cover all expenses as they arise. Cost associated with the design, printing, and postage of event flyers or other printed collateral will be borne by the City. The Consultant shall request reimbursement of labor, mileage, and other expenses on a monthly basis with 45 day payment terms. The Consultant shall not be compensated for incidentals such as the rental of traffic control devices, signage, food and beverage, or other materials that could reasonably be construed as being included in the cost of each event and borne by the Consultant.

Reimbursement invoices shall include, at a minimum, the following:

- Invoices for labor and event management shall list the name of the person or persons working on the task; the hourly rate of compensation for each person or persons in quarter hour increments; and a description of the specific task(s) completed on each date during each hour or block of hours.
- Reimbursement requests for mileage shall be consistent with the current IRS mileage reimbursement rate for the business use of an automobile. Requests must use the shortest distance between the Consultant's established place of business and the address of the designated work site per MapQuest. Each reimbursement to and from each location shall be itemized separately.
- Invoices for other expenses shall include a description of the expense, the amount of the expense, and a date when the expense was incurred.



PROFESSIONAL SERVICES AGREEMENT

Job Name and Number

The City of Kirkland, Washington, a municipal corporation ("City") and _____,
whose address is _____ ("Consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

A. The Consultant agrees to perform the services described in Attachment ____ to this Agreement, which attachment is incorporated herein by reference.

B. All services and duties shall be conducted and performed diligently, completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.

B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.

C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.

D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as Consultant modifies such work to the satisfaction of the City.

E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the

date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City or the Consultant may terminate this Agreement at any time, with or without cause, by giving ten (10) days' notice to the other in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

B. The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

C. Methodology, materials, software, logic, and systems developed under this contract are the property of the Consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the Consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Consultant shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

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, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement.

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.

X. LIABILITY INSURANCE COVERAGE

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. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

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.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering 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 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 named 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 insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects 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 contribute with it.
2. The Consultant shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. 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.

F. Occurrence Basis

Any policy of required insurance shall be written on an occurrence basis.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Consultant must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he or she is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him or her as a result of his or her status as an independent contractor. Consultant is responsible for providing the office space and clerical support necessary for the performance of services 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 of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant or any employee of Consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the final and completely integrated Agreement between the parties regarding its subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument properly signed by both parties.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to, _____ . Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____

Marilynne Beard, Deputy City Manager

Date: _____

Date: _____