



RFP #858

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, MAY 17, 2023

DUE DATE: WEDNESDAY, JUNE 14, 2023 by 1:30 pm

Request for Proposal for:

TRIENNIAL TRANSFER STATION INSPECTIONS

SUBMIT:

One (1) Original

One (1) Copy of USB Flash Drive

of the Proposal to:

Shipping Method of your Choice or Hand Delivery

Clark County
ATTN: Office of Purchasing
1300 Franklin Street, 6th Floor, Suite 650
Vancouver WA 98660
564-397-2323

United States Postal Service

Clark County
ATTN: Office of Purchasing
PO Box 5000
Vancouver WA 98666-5000
564-397-2323

Office Hours: 8:00 am – 3:00 pm, Monday – Friday, except Legal Holidays.

No electronic submissions.

****Proposals must be delivered to the Purchasing office – No Exceptions**

****Proposals must be date and time stamped by Purchasing staff by 1:30 pm on due date.**

****Proposal shall be sealed and clearly marked on the package cover with RFP #, Title & Company Name**

Refer Questions to Project Manager:

Jessica Fischberg
Environmental Operations Specialist, Sr. | Public Health
Jessica.Fischberg@clark.wa.gov
564-397-7315

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY - Proposer shall comply with all applicable state and federal laws governing the confidentiality of information.

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES - Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List <https://clark.wa.gov/sites/default/files/dept/files/general-services/Purchasing/ERP%20Policy.pdf>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS - An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposer shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor, in a similar socioeconomic, geographical region.

PROTESTS - Must be submitted to the Purchasing Department.

PUBLIC SAFETY - May require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

ACCEPTANCE or REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS - Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office: V: 564-397-2322
ADA@clark.wa.gov

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Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>Clark County Public Health (CCPH) department is seeking proposals from qualified firms to complete comprehensive inspections of three (3) transfer stations and related equipment, and a review of previous maintenance records. The purpose of this project is to provide CCPH with an independent report of facility and equipment conditions.</p> <p>Comprehensive inspections and records reviews are to occur on a triennial schedule for the following facilities:</p> <ol style="list-style-type: none"> 1. Central Transfer and Recycling (CTR) 11034 NE 117th Ave. Vancouver, WA 98662 2. Washougal Transfer Station (WTS) 4020 Grant St. Washougal, WA 98671 3. West Vancouver Materials Recovery Center (West Van) 6601 NW Old Lower River Rd. Vancouver, WA 98660 <p>Inspections of the following containers/trailers used to transport material to the landfill(s) are to occur as directed by CCPH staff (no more frequently than a triennial schedule):</p> <ol style="list-style-type: none"> 1. Tidewater Barge Lines (Tidewater) transfer containers 6305 NW Old Lower River Rd. Vancouver, WA 98660 2. Waste Connections, Inc. containers and open top transfer trailers 4020 Grant St. Washougal, WA 98671 <p>If your company contact details <i>are not</i> on the Plan Holder List at https://clark.wa.gov/internal-services/request-proposal-1 Attachment B, Letter of Interest must be submitted to participate in this RFP.</p> <p>Proposers shall respond to all sections to be considered.</p> <p>Clark County has made this Request for Proposal subject to Washington State statute RCW 39.34. Therefore, the proposer may, at the proposers' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this proposal will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.</p>
2. Background	See Attachment D: Scope of Project.
3. Scope of Project	See Attachment D: Scope of Project.
4. Project Funding	<p>This project is primarily funded through tip fees collected by the County from the operation and administration of the Clark County Regional Solid Waste System. Allocation of funds for this RFP will be established based on the funds requested in the selected proposal(s).</p> <p><u>Title VI Statements</u> Clark County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in</p>

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	<p>response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.</p> <p>El Condado de Clark, de acuerdo con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y el Reglamento, por la presente notifica a todos los postores que se asegurará afirmativamente de que cualquier contrato celebrado de conformidad con este anuncio, las empresas comerciales desfavorecidas tendrán la oportunidad plena y justa de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en consideración a un laudo.</p>																				
<p>5. Timeline for Selection</p>	<p>The following dates are the intended timeline:</p> <table border="1" data-bbox="423 617 1511 1241"> <tr> <td>Virtual Pre-Submittal Meeting</td> <td>May 24, 2023</td> </tr> <tr> <td>Site Meeting</td> <td>May 25, 2023</td> </tr> <tr> <td>Deadline for Questions and Answers</td> <td>June 7, 2023</td> </tr> <tr> <td>Final date for Addendum, if needed</td> <td>June 9, 2023</td> </tr> <tr> <td>Proposals Dues</td> <td>June 14, 2023</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>June 15 – July 5, 2023</td> </tr> <tr> <td>Interviews/Demonstration</td> <td>July 10 – 14, 2023</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>July 26, 2023</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>August 1 – 31, 2023</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>September 1, 2023</td> </tr> </table>	Virtual Pre-Submittal Meeting	May 24, 2023	Site Meeting	May 25, 2023	Deadline for Questions and Answers	June 7, 2023	Final date for Addendum, if needed	June 9, 2023	Proposals Dues	June 14, 2023	Proposal Review/Evaluation Period	June 15 – July 5, 2023	Interviews/Demonstration	July 10 – 14, 2023	Selection Committee Recommendation	July 26, 2023	Contract Negotiation/Execution	August 1 – 31, 2023	Contract Intended to Begin	September 1, 2023
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<p>6. Employment Verification</p>	<p>To be considered responsive to this formal Clark County RFP, all proposers shall submit before, include with their response or within 48 hours after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Contractors and sub-contractors shall provide a report(s) showing status of new employees hired after the date of the MOU. The status report shall be directed to the county project manager at the end of the contract, or annually, whichever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify</p> <p>How to submit the MOU in advance of the submittal date:</p> <ol style="list-style-type: none"> 1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or; 2. E-mail: koni.odell@clark.wa.gov or priscilla.ricci@clark.wa.gov <p><i>Note : Sole Proprietors shall submit a letter stating exempt.</i></p>																				

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Section IB	Work Requirements
1. Required Services	See Attachment D: Scope of Project.
2. County Performed Work	Clark County will provide: <ul style="list-style-type: none"> • A designated county contact to act as program lead and coordinator. • Relevant documentation and reports • Contract administration • Processing and payment of monthly invoices
3. Deliverables & Schedule	See Attachment D: Scope of Project.
4. Place of Performance	Contract performance may take place in the County's facility, the Proposer's facility, a third-party location or any combination thereof.
5. Period of Performance	<p>A contract awarded as a result of this RFP will be for six (6) years and is intended to begin on September 1, 2023 and end August 31, 2029.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of three (3) additional years, in three (3) year increments, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.</p>
6. Prevailing Wage Applicable to all public work as defined in RCW 39.04.010(4) Public Works Definition	<p>Pursuant to Washington State RCW 39.12 PREVAILING WAGES ON PUBLIC WORKS all work identified in this project as a public work requires the contractor to pay Washington State prevailing wages and file all affidavits of intent to pay with the WA State Dept of Labor & Industries.</p> <p>Contractors shall meet the requirements for Prevailing Wage and public works requirements, per RCW 39.04.350 BIDDER RESPONSIBILITY CRITERIA – SWORN STATEMENT – SUPPLEMENTAL CRITERIA.</p> <p>For this project select the Clark County rates that apply on the proposal closing date from either of these sites:</p> <p>http://www.wsdot.wa.gov/Design/ProjectDev/WageRates/default.htm http://www.ini.wa.gov/TradesLicensing/PrevWage/WageRates</p> <p>Before payment is made by the Local Agency of any sums due under this contract, the Local Agency must receive from the Contractor and each Subcontractor a copy of "Statement of Intent to Pay Prevailing Wages" (Form L & I Number 700-29) approved by the Washington State Department of Labor and Industries.</p> <p>A fee of \$45.00 per each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to this Department of Labor and Industries. The Contractor is responsible for payment of these fees and shall make all applications directly to the Department of Labor and Industries. These fees shall be incidental to all the proposed items of this contract.</p>

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7. Debarred/Suspended	<p>Federally or Washington State debarred or suspended suppliers may not participate in this Request for Proposal.</p> <p>All proposer's must fill out, sign and submit the "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form with their proposal to be eligible to participate.</p>
8. Americans with Disabilities Act (ADA) Information	<p>Clark County in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. This material can be made available in an alternate format by emailing ADA@clark.wa.gov or by calling 564-397-2322.</p>
9. Public Disclosure	<p>This procurement is subject to the Washington Public Records Act (the "Act"), chapter 42.56 RCW. Once in the County's possession, all of the RFP Submittals shall be considered public records and available for public records inspection and copying, unless exempt under the Act.</p> <p>If a Respondent or Proposer considers any portion of an RFP Submittal to be protected under the law, whether in electronic or hard copy form, the Respondent or Proposer shall clearly identify each such portion with the word "PROPRIETARY". The County will notify the Respondent or Proposer in writing of the request and allow the Respondent or Proposer ten (10) days to obtain a court order enjoining release of the record(s). If the Respondent or Proposer does not take such action within the ten (10) day period, the County will release the portions of the RFP Submittal deemed subject to disclosure. All Respondents and Proposers who provide RFP Submittals for this procurement accept the procedures described above and agree that the County shall not be responsible or liable in any way for any losses that the party may incur from the disclosure of records to a third party who requests them.</p>
10. Insurance/Bond	<p>A. <u>Waiver of Subrogation</u> All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of subrogation prior to a loss. Contractor hereby waives its own right of subrogation against County and shall require similar written express waivers and insurance clauses from each of its subcontractors.</p> <p>B. <u>Proof of Insurance</u> Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposer shall provide to Clark County. Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30-day written notice by mail to the County. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.</p> <p>C. <u>Worker's Compensation</u> As required by the industrial insurance laws of the State of Washington.</p> <p>D. <u>Automobile</u> If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence,</p>

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combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.

E. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one-year policy period. Personal and Advertising Injury \$1,000,000 and General Aggregate \$1,000,000. This policy must renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. Clark County needs to be listed as additional insured.

F. Professional Liability (aka Errors and Omissions)

The Proposer shall obtain, at Proposer's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Proposer's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract.

G. Pollution and Asbestos Liability

If hazardous material is encountered during any construction, the Project Manager must be notified immediately, and if any work is done to remove it, any Proposer performing work shall obtain and keep in effect during the term of the contract, Pollution Liability Insurance, including Asbestos Liability covering bodily injury, property damage, environmental damage, including any related clean-up costs. Combined single limit should be a minimum of \$1,000,000.00 per occurrence.

H. Umbrella Liability Coverage

Umbrella Coverage in the amount of \$1,000,000 shall be provided and will apply over all liability policies without exception, including Commercial General Liability and Automobile Liability.

I. Additional Insured

Clark County, its officers, employees and agents, will be named on all policies of contractor and any subcontractors as an additional insured, with no restrictions or limitations concerning products and completed operations. This coverage shall be primary coverage and noncontributory to any coverage maintained by Clark County. The contractor shall provide Clark County with verification of insurance and endorsements required by this agreement. Clark County reserves the right to require complete, certified copies of all required insurance policies at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.

All policies must have a Best's Rating of A-VII or better.

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11. Plan Holders List	<p>All proposers are required to be listed on the plan holders list.</p> <ul style="list-style-type: none">✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below: <p>To view the Plan Holders List, please click on the link below or copy and paste into your browser. Clark County RFP site: https://clark.wa.gov/internal-services/purchasing-overview</p> <ul style="list-style-type: none">• If your organization is NOT listed, submit Attachment B - Letter of Interest to ensure your inclusion.• Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.
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Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	<p>A virtual meeting via Microsoft Teams is scheduled for Wednesday, May 24, 2023 at 11:00 am. You must email Jessica Fischberg to receive the meeting invitation.</p> <p>A site meeting is scheduled Thursday, May 25, 2023 starting at 9:00 am at the West Vancouver Materials Recovery Center located at 6601 NW Old Lower River Road, Vancouver WA 98660 and will reconvene at the Central Transfer Station located at 11034 NE 117th Avenue, Vancouver WA 98662. You must send your request to be placed on the site meeting walk list to Jessica Fischberg.</p> <p>Proposers interested in attending the virtual or site meeting or both shall email Jessica Fischberg Jessica.Fischberg@clark.wa.gov to either receive the virtual meeting information or be placed on the site meeting walk list.</p>
2. Proposal Clarification	<p>Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page.</p> <p>The deadline for submitting such questions/clarifications is June 7, 2023 by 12:00 pm.</p> <p>An addendum will be issued no later than June 9, 2023 to all recorded holders of the RFP if a substantive clarification is in order.</p> <p>The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.</p> <p>Clark County RFP site: https://clark.wa.gov/internal-services/request-proposal-1</p>
Section IIB	Proposal Submission
1. Proposals Due	<p>Sealed proposals must be received no later than the date, time and location specified on the cover of this document.</p> <p>The outside of the envelope/package shall clearly identify:</p> <ol style="list-style-type: none"> 1. RFP Number and; 2. TITLE and; 3. Name and Address of the Proposer. <p>Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.</p> <p>Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.</p>
2. Proposal	<p>Proposals must be clear, succinct and not exceed fifteen (15) pages, excluding resumes, E-Verify, coversheet, debarment form, inspection report example and invoice example. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p>

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	<p>For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are <u>readily recyclable</u>.</p> <p>The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.</p> <p>Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.</p> <p>All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.</p> <p>Additional support documents, such as sales brochures, should not be included with each copy unless otherwise specified.</p>
Section IIC	Proposal Content
1. Cover Sheet	This form is to be used as your proposal Cover Sheet. See Cover Sheet - Attachment A
2. Project Team	<p>Organization and project team should have five (5) or more years of experience involving similar projects and work with government agencies. Inspections and reporting activities shall be conducted either by or under the supervision and oversight of a Professional Engineer (PE) and/or Architect licensed in the State of Washington.</p> <p>List the titles, qualifications, completed trainings, and office locations of each of your team members. Describe their specific contributions to this project and ability to perform the work described in this RFP. Names are not required.</p>
3. Management Approach	Describe how your organization manages projects including planning, scheduling, communications, operations implementation, and completion of deliverables.
4. Respondent's Capabilities	<p>The proposer shall provide the following:</p> <ul style="list-style-type: none"> • Description of ability, qualifications, capacity and interest to perform the work requested in this RFP. • Description of our organization's unique qualifications, strengths and values. • An example solid waste facility (or similar facility) inspection report completed by your project team or organization. • A work history with at least three (3) previous solid waste facility inspections or related experience, preferably with government agencies.

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	<ul style="list-style-type: none">• An example invoice for similar work.
5. Project Approach and Understanding	Proposers are to show their understanding of the project and their approach to the work by providing an organized, detailed proposal addressing all needs described in this RFP.
6. Proposed Cost	Cost shall not be submitted with proposal as this will be negotiated after the most qualified firm is selected.
7. Employment Verification	<p>Please refer to section 1A.6. – E-Verify</p> <p>IMPORTANT NOTE: Include this portion of the response immediately AFTER the cover page, if not already on file with Clark County. Current vendors on file can be viewed at: https://clark.wa.gov/internal-services/purchasing-overview</p>

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Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection											
1. Evaluation and Selection:	Proposals received in response to this RFP will be evaluated by a Review Committee. The Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Council.											
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p>Tier 1: A one hundred (100) point system will be used for the first round of scoring using the following criteria:</p> <table border="1" data-bbox="402 684 1421 1915"> <tr> <td data-bbox="402 684 1341 999"> <p>Proposal Approach / Quality</p> <ul style="list-style-type: none"> • A quality proposal addresses all work outlined in this RFP • A quality proposal is free of grammatical and spelling errors • A quality proposal is organized and easy to understand • A quality proposal includes relevant documentation of certifications, trainings, permits, etc. </td> <td data-bbox="1346 684 1421 999" style="text-align: center; vertical-align: middle;">25</td> </tr> <tr> <td data-bbox="402 1005 1341 1331"> <p>Qualifications</p> <ul style="list-style-type: none"> • Organization and project team has five or more years of experience involving similar projects and with local government agencies • Organization and project team have all licenses, certifications, permits, and other approvals required by federal, state or local laws and regulations • Organization has local staff / offices </td> <td data-bbox="1346 1005 1421 1331" style="text-align: center; vertical-align: middle;">30</td> </tr> <tr> <td data-bbox="402 1337 1341 1583"> <p>Work History / Examples</p> <ul style="list-style-type: none"> • Organization and project teams' work history include examples of previous solid waste facility inspections or related facility inspections • Proposal includes an example inspection report • Proposal includes an example invoice </td> <td data-bbox="1346 1337 1421 1583" style="text-align: center; vertical-align: middle;">30</td> </tr> <tr> <td data-bbox="402 1589 1341 1864"> <p>References</p> <ul style="list-style-type: none"> • Proposal includes three (3) references for similar projects, preferably with government agencies • References confirm your organization met their project needs and expectations • References can attest to quality customer service </td> <td data-bbox="1346 1589 1421 1864" style="text-align: center; vertical-align: middle;">15</td> </tr> <tr> <td data-bbox="402 1871 1341 1915" style="text-align: right;">Total Points</td> <td data-bbox="1346 1871 1421 1915" style="text-align: center;">100</td> </tr> </table>		<p>Proposal Approach / Quality</p> <ul style="list-style-type: none"> • A quality proposal addresses all work outlined in this RFP • A quality proposal is free of grammatical and spelling errors • A quality proposal is organized and easy to understand • A quality proposal includes relevant documentation of certifications, trainings, permits, etc. 	25	<p>Qualifications</p> <ul style="list-style-type: none"> • Organization and project team has five or more years of experience involving similar projects and with local government agencies • Organization and project team have all licenses, certifications, permits, and other approvals required by federal, state or local laws and regulations • Organization has local staff / offices 	30	<p>Work History / Examples</p> <ul style="list-style-type: none"> • Organization and project teams' work history include examples of previous solid waste facility inspections or related facility inspections • Proposal includes an example inspection report • Proposal includes an example invoice 	30	<p>References</p> <ul style="list-style-type: none"> • Proposal includes three (3) references for similar projects, preferably with government agencies • References confirm your organization met their project needs and expectations • References can attest to quality customer service 	15	Total Points	100
<p>Proposal Approach / Quality</p> <ul style="list-style-type: none"> • A quality proposal addresses all work outlined in this RFP • A quality proposal is free of grammatical and spelling errors • A quality proposal is organized and easy to understand • A quality proposal includes relevant documentation of certifications, trainings, permits, etc. 	25											
<p>Qualifications</p> <ul style="list-style-type: none"> • Organization and project team has five or more years of experience involving similar projects and with local government agencies • Organization and project team have all licenses, certifications, permits, and other approvals required by federal, state or local laws and regulations • Organization has local staff / offices 	30											
<p>Work History / Examples</p> <ul style="list-style-type: none"> • Organization and project teams' work history include examples of previous solid waste facility inspections or related facility inspections • Proposal includes an example inspection report • Proposal includes an example invoice 	30											
<p>References</p> <ul style="list-style-type: none"> • Proposal includes three (3) references for similar projects, preferably with government agencies • References confirm your organization met their project needs and expectations • References can attest to quality customer service 	15											
Total Points	100											

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Tier 2: A one hundred (100) point system will be used for the second round of scoring, if CCPH requests interviews and demonstrations following Tier 1 scoring. Tier 2 Scoring criteria:

Proposer Presentation / Demonstration	50
Interview	50
Total Points	

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Section IIIB	Contract Award
1. Consultant Selection	<p>The County will determine the most qualified proposer based on the evaluation criteria listed using predetermined weights, the attributes of the Proposers and the overall responsiveness of the Proposal. If the County does not reach a favorable agreement with the top Proposer, the County shall terminate negotiations and begin negotiations with the next qualified Proposer. If the County is unable to reach agreeable terms with either Proposer, they may opt to void the RFP and determine next steps.</p> <p>Clark County reserves the right to accept or reject any or all proposals received, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP. Clark County reserves the right to award the contract based on the best interests of the County.</p>
2. Contract Development	The proposal and all response will provide by the successful Proposer may become a part of the final contract.
3. Award Review	The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov .
4. Orientation/Kick-off Meeting	Contract negotiations will begin August 1, 2023 and be completed August 31, 2023. A project kick-off meeting will be scheduled following the contract start date of September 1, 2023.

**Request for Proposal #858
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Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm _____

Street Address _____ City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____

Email Address _____

Tax Identification Number _____

ADDENDUM:

Proposer shall acknowledge receipt of Addenda by checking the appropriate box(es).

None 1 2 3 4 5 6

NOTE: Failure to do so, shall render the proposer non-responsive and therefore be rejected.

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Council and required approvals.

Authorized Signature of Proposing Firm

Date

Printed Name

Title

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Attachment B: LETTER OF INTEREST

Legal Name of Applicant Agency _____

Street Address _____

City _____ State _____ Zip _____

Contact Person _____ Title _____

Phone _____ Fax _____

Program Location (if different than above) _____

Email Address _____

- All proposers are required to be included on the plan holders list.
- If your organization is NOT listed, submit the ‘Letter of Interest’ to ensure your inclusion.

Email Letter of Interest to: Koni.Odell@clark.wa.gov and Priscilla.Ricci@clark.wa.gov

Clark County web link: <https://clark.wa.gov/internal-services/request-proposal-1>

This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.

Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.

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Attachment C



Clark County, Washington

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Company Name

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

RFP #858 Triennial Transfer Station Inspections

Attachment D: SCOPE OF PROJECT

Introduction

Clark County Public Health (CCPH) department is seeking proposals from qualified firms to complete comprehensive inspections of three (3) transfer stations and related equipment, and a review of previous maintenance records. The purpose of this project is to provide CCPH with an independent report of facility and equipment conditions.

Comprehensive inspections and records reviews are to occur on a triennial schedule for the following facilities:

1. Central Transfer and Recycling (CTR)
11034 NE 117th Ave. Vancouver, WA 98662
2. Washougal Transfer Station (WTS)
4020 Grant St. Washougal, WA 98671
3. West Vancouver Materials Recovery Center (West Van)
6601 NW Old Lower River Rd. Vancouver, WA 98660

Inspections of the following containers/trailers used to transport material to the landfill(s) are to occur as directed by CCPH staff (no more frequently than a triennial schedule):

1. Tidewater Barge Lines (Tidewater) transfer containers
6305 NW Old Lower River Rd. Vancouver, WA 98660
2. Waste Connections, Inc. containers and open top transfer trailers
4020 Grant St. Washougal, WA 98671

Background

Clark County holds a comprehensive Operations and Maintenance contract with Columbia Resource Company (CRC) for operations of three (3) transfer stations in Clark County. CCPH is in the process of negotiating for the 2024-2032 Operations and Maintenance Contract of the transfer stations. CRC is a subsidiary of Waste Connections, Inc. and owns the transfer stations. The transfer stations accept, process, transfer, and dispose of municipal solid waste (MSW), recycling, construction demolition waste, special wastes, and household hazardous waste (HHW).

MSW and other landfilled wastes are transferred to the landfill(s) via Tidewater Barge Lines (Tidewater) shipping containers, and Waste Connections, Inc. (Waste Connections) containers and open top trailers. Tidewater containers are barged to the Finley Buttes Landfill in Boardman, OR. Waste Connections containers and open top trailers are used to truck specific wastes to the Wasco County Landfill. Containers have a history of leaking MSW in transport and not being repaired or replaced when necessary.

CCPH seeks to hire a qualified firm to review maintenance records and inspect the condition of all buildings, infrastructure, equipment, and containers identified in the introduction, and produce a comprehensive report of findings. The first inspections are to occur in quarter four (4) 2023. Transfer station inspections and assessments were last conducted as part of a Regional System Study in 2020. See **Attachment F: Phase 1 Report** to view the inspection findings.

Task 1: Inspections

Task 1A: Transfer Station Inspections

The Contractor will conduct comprehensive on-site inspections and detailed evaluations of the three (3) transfer stations identified in the introduction. The scope of services is for one (1) inspection of each of the three (3) facilities to be conducted on a triennial schedule. CCPH may request extra inspections of the sites if determined necessary.

The Contractor will inspect the engineering, structural, mechanical, and electrical features of the buildings, facilities, equipment, infrastructure, and general sites. When applicable, code compliance should be evaluated. **Attachment E: Inspection Lists** outlines minimum features that should be evaluated for each of the facilities.

Inspections and reporting activities shall be conducted either by or under the supervision and oversight of a Professional Engineer (PE) and/or Architect licensed in the State of Washington.

The Contractor will coordinate inspection date(s) with each site supervisor to ensure full access to the facilities. Inspections may occur during or outside of facility hours of operation, to be determined by the Contractor and site supervisor.

Transfer station hours of operations as of 2023 are as follows:

- CTR, open seven (7) days a week:
Monday-Friday 6am-6pm and Saturday-Sunday 8am-4pm
- WTS, open three (3) days a week:
Wednesday 7am-5pm, Friday 7am-5pm, and Saturday 8am-4pm
- West Van, open six (6) days a week:
Monday-Friday 6am-6pm and Saturday 8am-4pm

Task 1B: Landfill Transfer Container Inspections

If directed by CCPH staff, the Contractor is to inspect the following equipment used to transport waste to the landfill(s):

1. Tidewater Barge Lines (Tidewater) transfer containers
6305 NW Old Lower River Rd. Vancouver, WA 98660
2. Waste Connections containers and open top transfer trailers
4020 Grant St. Washougal, WA 98671

Inspections are to occur as directed by CCPH staff, but no more frequently than a triennial basis. **Attachment E: Inspection Lists** outlines minimum features that should be evaluated. If determined necessary to complete Task 1B inspections, the inspection findings are to be included in the comprehensive inspection report.

Tidewater shipping containers are always in use, with approximately one third of containers at Tidewater's Vancouver port, one third in transport, and one third at the Finley Buttes Landfill. The Contractor will coordinate with Tidewater staff to ensure inspection of a representative sample, approximately 25%, of the MSW shipping containers.

Containers and open top trailers that are used to truck material to the Wasco County Landfill are stored at WTS. The containers are always in use, cycling through the facilities as needed. The Contractor will coordinate with Waste Connections staff to ensure inspection of approximately 25% of the containers/trailers.

Task 2: Records Review

The Contractor is to review records of facility operations and maintenance of the transfer stations. The Contractor will be provided a copy of the Operations and Maintenance Contract between the county and CRC. The Contractor is to work with CRC to obtain facility maintenance records, and other records required in the contract between the county and CRC. The first records review will be conducted during the first year of the contract start date and repeated on a triennial schedule, or as determined necessary by CCPH.

Task 3: CCPH Staff Training Plan and Facility Checklists

CCPH staff aim to complete small-scale monthly inspections of the transfer stations in between the larger Contractor-completed triennial inspections. To inform the monthly staff inspections, the Contractor is to provide CCPH staff with a training plan and checklists of facility features to be reviewed during the monthly site visits.

Task 4: Project Schedule and Deliverables

The 2023-2024 schedule is described in Table 1 and Table 2. The schedule of future, triennial inspections are to be defined by CCPH and provided to the Contractor approximately three months before the next inspections are to occur.

Table 1: 2023-2024 schedule for Task 1.

Item	Description	Schedule
1	CCPH to notify Contractor if Task 1B will be required	September 2023
2	Complete Task 1A	Quarter four (4) 2023
3	Complete Task 1B if directed to by CCPH staff	Quarter four (4) 2023
4	Provide CCPH staff with a comprehensive inspection report draft	Within 45 days of completing Task 1
5	CCPH to review the report draft and provide comments to the Contractor	Within 45 days of CCPH receiving the draft report
6	Produce a final report	Quarter one (1) 2024

The comprehensive inspection report is to include:

- A summary of the inspection findings
- Identification of potential areas of concern
- Photographs to document significant findings, any pertinent information identified, and/or itemized asset conditions
- A ranking of features identified as requiring follow-up or corrective action
- Comparison of conditions to industry standards
- An analysis of the projected lifespan of facilities and major equipment

Table 2: 2023-2024 schedule for Task 2.

Item	Description	Schedule
1	Complete Task 2: Records Review	Quarter four (4) 2023
2	Provide CCPH staff with a records review report draft	Within 45 days of completing Task 1
3	CCPH to review the report draft and provide comments	Within 45 days of CCPH receiving the draft report
4	Produce a final report	Quarter one (1) 2024

The records review report is to include:

- A summary of records review findings
- Identification of potential areas of concern
- Copies of representative documents if specific concerns are identified
- A list of documents or information needing follow-up
- Identification of missing records that are required in the operations contract

Table 3: 2023-2024 schedule for Task 3.

Item	Description	Schedule
1	Produce a training plan for CCPH staff to be completing monthly site inspections	Quarter one (1) 2024
2	Produce checklists of facility features to be reviewed by CCPH staff during monthly site visits	Quarter one (1) 2024

The training plan for CCPH staff should include:

- Recommended items and areas that staff can help track areas or items which might become potential issues in between triennial inspections
- Recommend trainings for CCPH staff to be completing monthly inspections of the transfer stations
- Any other recommendations to increase staff success

Facility checklists are to include:

- Priority facility features to be inspected by CCPH staff
- Specify what conditions to look for for each facility feature
- Facility features requiring less frequent inspection (every other month, quarterly, yearly, etc.)
- Any other recommendations to track maintenance and capital improvements

Task 5: Ongoing Project Management

Hold virtual meetings with CCPH staff on a schedule to be determined.

Monthly invoices as followed:

- Itemization of costs by task
- Budget status by task
- Estimate of the percent complete of the scope of work activities for each task
- Available backup information for invoiced costs
- Brief project status report

RFP #858 Triennial Transfer Station Inspections

Attachment E: INSPECTION LISTS

Table 1: Assumptions for conducting onsite inspections at Central Transfer and Recycling (CTR) listed in alphabetical order.

Facility/Feature	Inspection Type(s)	Minimum Inspection Item(s)
Drive aisles	<ul style="list-style-type: none"> • Pavement conditions • Signage 	<ul style="list-style-type: none"> • Cracking, settling, and depressions • Directional signage • Pedestrian paths • Safety features
Facility equipment	<ul style="list-style-type: none"> • Electrical • Estimate of lifespan • Mechanical 	<ul style="list-style-type: none"> • Rolling stock of equipment
Office building	<ul style="list-style-type: none"> • ADA compliance • Architectural and structural integrity • Drainage (roof) • Electrical • Lighting • Mechanical and HVAC systems • OSHA compliance • Plumbing 	<ul style="list-style-type: none"> • Building structure including roof, walls, windows, floor, ceiling, and restroom • Heating, air conditioning • Pump station for sanitary sewer system • Safety features
Recycling and household hazardous waste building	<ul style="list-style-type: none"> • Architectural and structural integrity • Drainage (roofs, floors) • Electrical • Fire suppression system • Lighting • Mechanical and HVAC systems • OSHA compliance • Plumbing 	<ul style="list-style-type: none"> • Building structure • Cameras • Extent of rust • Foundations, floors • Gutters and downspouts • Lighting • Paint • Paving and walkways • Safety features including eye wash station, emergency shower station, and trip hazards • Secondary containment • Valves and pipes • Ventilation systems • Wiring
Scale complex	<ul style="list-style-type: none"> • Architectural and structural integrity • Drainage (roofs, floors) • Electrical • Fire suppression system 	<ul style="list-style-type: none"> • Communication systems • Drainage • Heating, air conditioning • Mold and water damage • Paving, walkway, and roof • Safety features

Table 1 Continued

	<ul style="list-style-type: none"> • Information and payment technology/equipment • Lighting • Mechanical and HVAC systems • OSHA compliance • Plumbing 	<ul style="list-style-type: none"> • Windows
Scales	<ul style="list-style-type: none"> • Structural integrity • Mechanical • Electrical • Estimate of lifespan 	<ul style="list-style-type: none"> • Condition and integrity of scales • Signage • Water drainage
Wastewater utilities	<ul style="list-style-type: none"> • Plumbing • Structural integrity 	<ul style="list-style-type: none"> • Distribution technology • Holding tank for transfer facility drainage • Pump station
Site civil engineering and landscaping	<ul style="list-style-type: none"> • Stormwater engineering • Landscaping • Signage • Road striping 	<ul style="list-style-type: none"> • Curbs • Fences • Litter control barriers • Parking lots • Roadways • Stormwater ponds • Trailer staging and container storage yard • Vegetation • Walkways
Transfer building	<ul style="list-style-type: none"> • ADA compliance • Architectural and structural integrity • Drainage (roofs, floors) • Electrical • Fire suppression system • Lighting • Mechanical and HVAC systems • OSHA compliance • Plumbing 	<ul style="list-style-type: none"> • Building structure including roof, walls, doors, bays, bollards, and windows • Cameras • Compactor • Dust control • Extent of rust • Fire response technology • Fire sprinkler lines • Foundation/floor • Fuel supply • Gutters and downspouts • Insulation • Interior drainage • Lighting • Paint • Paving and walkways • Safety features • Valves and pipes • Wiring

Table 2: Assumptions for conducting onsite inspections at Washougal Transfer Station (WTS) listed in alphabetical order.

Facility/Feature	Inspection Type(s)	Minimum Inspection Item(s)
Drive aisles	<ul style="list-style-type: none"> • Pavement conditions • Signage 	<ul style="list-style-type: none"> • Cracking, settling, and depressions • Directional signage • Pedestrian paths • Safety features
Facility equipment	<ul style="list-style-type: none"> • Electrical • Estimate of lifespan • Mechanical 	<ul style="list-style-type: none"> • Compactor • Rolling stock of equipment
Office building	<ul style="list-style-type: none"> • ADA compliance • Architectural and structural integrity • Drainage (roof) • Electrical • Lighting • Mechanical and HVAC systems • OSHA compliance • Plumbing 	<ul style="list-style-type: none"> • Building structure including roof, walls, windows, floor, ceiling, and restroom • Heating, air conditioning • Pump station for sanitary sewer system • Safety features
Household hazardous waste building	<ul style="list-style-type: none"> • Architectural and structural integrity • Drainage (roofs, floors) • Electrical • Fire alarm and suppression system • Lighting • Mechanical and HVAC systems • OSHA compliance • Plumbing 	<ul style="list-style-type: none"> • Building structure • Cameras • Extent of rust • Foundations, floors • Gutters and downspouts • Lighting • Paint • Paving and walkways • Safety features including eye wash station, emergency shower station, and trip hazards • Secondary containment • Valves and pipes • Ventilation systems • Wiring
Recycling drop-off area	<ul style="list-style-type: none"> • Comparison to industry standards • General condition • OSHA compliance • Stormwater assessment 	<ul style="list-style-type: none"> • Drainage • Foundations, floors • Protective canopies where applicable • Safety features • Signage
Scale complex	<ul style="list-style-type: none"> • Architectural and structural integrity • Drainage (roofs, floors) 	<ul style="list-style-type: none"> • Communication systems • Drainage • Heating, air conditioning

	<ul style="list-style-type: none"> • Electrical • Fire alarm and suppression system • Information and payment technology/equipment • Lighting • Mechanical and HVAC systems • OSHA compliance • Plumbing 	<ul style="list-style-type: none"> • Mold and water damage • Paving, walkway, and roof • Safety features • Windows
Scales	<ul style="list-style-type: none"> • Structural integrity • Mechanical • Electrical • Estimate of lifespan 	<ul style="list-style-type: none"> • Condition and integrity of scales • Signage • Water drainage
Wastewater utilities	<ul style="list-style-type: none"> • Plumbing • Structural integrity 	<ul style="list-style-type: none"> • Distribution technology • Holding tank for transfer facility drainage • Pump station
Site civil engineering and landscaping	<ul style="list-style-type: none"> • Stormwater engineering • Landscaping • Signage • Road striping 	<ul style="list-style-type: none"> • Curbs • Fences • Litter control barriers • Parking lots • Roadways • Stormwater ponds • Trailer staging and container storage yard • Vegetation • Walkways
Transfer building	<ul style="list-style-type: none"> • ADA compliance • Architectural and structural integrity • Drainage (roofs, floors) • Electrical • Fire alarm and suppression system • Lighting • Mechanical and HVAC systems • OSHA compliance • Plumbing 	<ul style="list-style-type: none"> • Building structure including roof, walls, doors, bays, bollards, and windows • Cameras • Compactor • Dust control • Extent of rust • Fire response technology • Fire sprinkler lines • Foundation/floor • Fuel supply • Gutters and downspouts • Insulation • Interior drainage • Lighting • Paint • Paving and walkways • Safety features • Valves and pipes • Wiring

Table 3: Assumptions for conducting onsite inspections at West Vancouver Material Recovery Center (West Van) listed in alphabetical order.

Facility/Feature	Inspection Type(s)	Minimum Inspection Item(s)
Drive aisles	<ul style="list-style-type: none"> • Civil engineering assessment • Lighting 	<ul style="list-style-type: none"> • Cracking, settling, and depressions • Directional signage • Pedestrian paths • Safety features
Employee break room	<ul style="list-style-type: none"> • ADA compliance • Architectural and structural integrity • Drainage (roofs, floors) • Electrical • Fire alarm and suppression system • Lighting • Mechanical and HVAC systems • OSHA compliance • Plumbing 	<ul style="list-style-type: none"> • Building structure including roof, walls, windows, floor, ceiling, and restrooms • Heating, air conditioning • Safety features
Household hazardous waste complexes including the general drop-off area and the bulking area for motor oil, antifreeze, and batteries	<ul style="list-style-type: none"> • Architectural and structural integrity • Drainage (roofs, floors) • Electrical • Fire alarm and suppression system • Lighting • Mechanical and HVAC systems • OSHA compliance • Plumbing 	<ul style="list-style-type: none"> • Building structure • Cameras • Extent of rust • Foundations, floors • Gutters and downspouts • Lighting • Paint • Paving and walkways • Safety features including eye wash station, emergency shower station, and trip hazards • Secondary containment • Valves and pipes • Ventilation systems • Wiring
Maintenance building	<ul style="list-style-type: none"> • Architectural and structural integrity • Drainage (roofs, floors) • Electrical • Lighting • Mechanical and HVAC systems • OSHA compliance 	<ul style="list-style-type: none"> • Building structure • Extent of rust • Foundations, floors • Gutters and downspouts • Lighting • Safety features • Wiring
Material recovery facility (MRF)	<ul style="list-style-type: none"> • Structural integrity • Drainage • Electrical 	<ul style="list-style-type: none"> • Balers • Bearings • Belts and belt splices

	<ul style="list-style-type: none"> • Lighting • Mechanical systems • Operational functionality • OSHA compliance • Technology components 	<ul style="list-style-type: none"> • Conveyor chassis • Disc screens • Drum feeder • Dust control system • Eddy-current • Head and tail pulleys • Magnet • Motors, gear boxes • Return rollers • Rolling stock • Safety features • Shafts • Slider beds • Support structure • Technology components • Vibratory screens
Office building	<ul style="list-style-type: none"> • ADA compliance • Architectural and structural integrity • Drainage (roofs, floors) • Electrical • Fire alarm and suppression system • Lighting • Mechanical and HVAC systems • OSHA compliance • Plumbing 	<ul style="list-style-type: none"> • Building structure including roof, walls, windows, floor, ceiling, and restroom • Heating, air conditioning • Safety features
Scale complex	<ul style="list-style-type: none"> • Architectural and structural integrity • Drainage (roofs, floors) • Electrical • Fire suppression system • Information and payment technology/equipment • Lighting • Mechanical and HVAC systems • OSHA compliance • Plumbing 	<ul style="list-style-type: none"> • Communication systems • Drainage • Heating, air conditioning • Mold and water damage • Paving, walkway, and roof • Safety features • Windows
Scales	<ul style="list-style-type: none"> • Structural integrity • Mechanical • Electrical • Estimate of lifespan 	<ul style="list-style-type: none"> • Condition • Operational functionality • Signage • Water drainage

Wastewater utilities ¹	<ul style="list-style-type: none"> • Interior building drainage • Plumbing • Structural integrity 	<ul style="list-style-type: none"> • Distribution technology • Holding tank for transfer facility drainage • Pump station
Site civil engineering and landscaping	<ul style="list-style-type: none"> • Stormwater engineering • Landscaping • Signage • Road striping 	<ul style="list-style-type: none"> • Curbs • Fences • Litter control barriers • Parking lots • Roadways • Stormwater ponds • Trailer staging and container storage yard • Vegetation • Walkways
Staging areas for the following: <ul style="list-style-type: none"> • Appliances • Asbestos • Electronics • Freon-containing items • Glass recycling • Recycling bales • Tires • Wood and yard debris 	<ul style="list-style-type: none"> • Comparison to industry standards • General condition • OSHA compliance • Stormwater assessment 	<ul style="list-style-type: none"> • Drainage • Foundations, floors • Protective canopies where applicable • Safety features • Signage
Transfer building	<ul style="list-style-type: none"> • ADA compliance • Architectural and structural integrity • Drainage (roofs, floors) • Electrical • Fire suppression system • Lighting • Mechanical and HVAC systems • OSHA compliance • Plumbing 	<ul style="list-style-type: none"> • Building structure including roof, walls, doors, bays, bollards, and windows • Cameras • Dust control • Extent of rust • Fire response technology • Fire sprinkler lines • Foundation/floor • Fuel supply • Gutters and downspouts • Insulation • Lighting • Paint • Paving and walkways • Safety features

¹ Inspection of the onsite septic system is not required. Previous septic inspection reports may be provided to the Contractor upon request. If identified as a need by the Contractor, inspection of the septic system must be conducted by a Clark County certified operations and maintenance specialists in compliance with Title 24 chapter 24.17 of Clark County Code.

		<ul style="list-style-type: none"> • Valves and pipes • Vegetation, mold, vector, and other biological concerns • Wiring
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Table 4: Assumptions for conducting inspections of Tidewater Barge Lines and Waste Connections, Inc. containers and trailers used to transport waste to the landfill(s).

Facility/Feature	Inspection Type(s)	Minimum Inspection Item(s)
Tidewater Barge Lines municipal solid waste shipping containers	<ul style="list-style-type: none"> • Estimate of lifespan • Structural integrity 	<ul style="list-style-type: none"> • Extent of rust • General condition • Leaks • Paint
Waste Connections containers and open top transfer trailers	<ul style="list-style-type: none"> • Estimate of lifespan • Structural integrity 	<ul style="list-style-type: none"> • Extent of rust • General condition • Leaks • Paint

CONTRACT TYPE
HDC.XXXX
 between
CLARK COUNTY
 P.O. Box 9825, Vancouver, WA 98666
 and
CONTRACTOR
 Address, Address 2, City, State, Zip

Project:	Project Name
Service Description:	Service Description
Supplier Contract Number:	SCN0000XXXX
Contract Name:	CCPH Contractor Name Few Words HDC.XXXX
Contract Period:	Start Date-End Date
Total Contract Amount:	\$00,000.00

County Contacts		
Program	Fiscal	Contract
Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com

Contractor Contacts		
Program	Fiscal	Contract
Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com	Name 360.555.555 email@yahoo.com

By signing below, Clark County, hereinafter referred to as “County,” and _____, hereinafter referred to as “Contractor,” agree to all terms and conditions, exhibits, and requirements of this contract.

CONTRACTOR:

CLARK COUNTY:

	Date	Kathleen Otto, County Manager	Date
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APPROVED AS TO FORM ONLY:

Amanda Migchelbrink	Date
Deputy Prosecuting Attorney	

TERMS AND CONDITIONS

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning START DATE and ending END DATE. County reserves the right to extend the contract _____ (X) number (X) year/month periods, with the same terms and conditions, upon a written amendment to this Contract signed by both parties.
3. Compensation. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice, according to the schedule set forth in _____ (*example, "Exhibit B"*), which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event may the amount billing exceed \$00,000.00 without prior approval of the County.
4. Price Adjustment. The Contractor is not prohibited from requesting a price increase on its services offered under the contract. The County is not prohibited from requesting a price reduction on those services during the initial term or any subsequent options that the County may agree to exercise. If agreement is reached to extend this contract beyond the initial two (2) year period, either party shall have the option of offering a determined price adjustment that shall not exceed the current All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.
5. Termination. The County may terminate this Contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Either party may terminate this Contract without cause upon ninety (90) days prior written notice. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination. Within fourteen (14) days of any termination, the Contractor will provide all work products and working documents developed within the effective term of the contract.

6. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County and shall not be entitled to compensation or benefits of any kind, except as specifically provided herein.

7. Indemnification/Hold Harmless. The Contractor shall defend, indemnify, and hold the County, 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 the negligent acts, errors, or omissions of the Contractor in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Contract 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 Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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 Contract.

8. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear, and harmless from all actions, claims, demands, and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

9. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, federal, or state legislation that is now or may during the term of this contract be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

10. Contract Documents. The contract documents included in this contract include Exhibit A, Scope of Work, *Exhibit B, Budget Summary, and Exhibit C, Invoice Example*. If there is a conflict between the provisions of these documents, the provisions of this Contract shall control.
11. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, gender identity, sexual orientation, age, disability, marital status, or national origin.
12. Changes. County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both parties, and incorporated in the written amendments to the Contract.
13. Public Records Act. Notwithstanding the provisions of this contract to the contrary, to the extent any record, including any electronic, audio, paper, or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request from the public to the Contractor, Contractor shall, within two business days, notify Clark County of receipt of the request by providing a copy of the request to the Clark County Public Records Officer.
14. Governing Law. This contract shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.
15. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.
16. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having

such interest shall be employed by or shall perform services as an independent contractor with it, in the performance of this contract.

17. Insurance.

17.1. Commercial General Liability Insurance. The Contractor specifically confirms and warrants that it has commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for bodily injury and property damage. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason.

17.2. Professional Liability. *The Contractor shall obtain, at Contractor's expense, and keep in force during the term of this contract Professional Liability insurance policy to protect against legal liability arising out of its errors and omissions. Such insurance shall provide a minimum of \$1,000,000 per occurrence and \$1,000,000 annual aggregate. The deductible will not be more than \$25,000 unless prior arrangements are made with Clark County on a case-by-case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources. It should be an "Occurrence Form" policy. If the policy is "Claims Made", then Extended Reporting Period Coverage (Tail coverage) shall be purchased for three (3) years after the end of the contract term. At all times, Contractor's policy, limits, and coverage will be primary and non-contributory as respect to the Contractor.*

17.3. Automobile. *If the Contractor or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Contractor through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If vehicles are not used, Contractor shall, on letterhead, provide a letter to County stating the same.*

17.4. Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this contract shall be endorsed to waive subrogation against County, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against

County, and if applicable, shall require similar written express waivers and insurance clauses from each of its subcontractors.

17.5. Worker's Compensation. *As required by the industrial insurance laws of the State of Washington.*

17.6. Proof of Insurance. The Contractor shall provide ACORD certificate(s) which includes the requirements listed above and shall assure that Clark County is listed as an additional insured. All policies must have a Best's Rating of A-VII or better. Failure to provide County proof of insurance within fifteen (15) days upon Contract execution is agreed by both parties to be a material breach of his Contract and may result in termination of this Contract pursuant to Paragraph four (4) above.

18. Consent and Understanding. This contract contains a complete and integrated understanding of the Contract between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

19. Force Majeure. Neither party will be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

20. Debarment or Exclusion. By signing this modification, the Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any federally funded program by any federal department or agency (Excluded Person) and that no owner, director, officer, or partner with an ownership or

control interest in the Contractor is an Excluded Person. In addition, Contractor certifies that no employee or subcontractor of Contractor who will perform work (whether directly or indirectly) under this Contract is an Excluded Person.

21. Severability. If any provision of this contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

DRAFT

**EXHIBIT A
STATEMENT OF WORK**

- 1. Background/Overview**

- 2. Mandatory/Minimum Requirements**
 - 2.1. Requirement 1
 - 2.2. Requirement 2
 - 2.3. Requirement 3

- 3. Scope of Work**
 - 3.1. Description A
 - 3.2. Description B
 - 3.3. Description C

- 4. Schedule/Timeline (if needed)**

- 5. Budget**

- 6. Deliverable(s)**

DELIVERABLE ITEM	DUE DATE	PAYMENT DELIVERY

**EXHIBIT B
BUDGET SUMMARY**

DRAFT

**EXHIBIT C
INVOICE EXAMPLE**

<i>Clark County Public Health</i>	Contractor Business Name
P.O. Box 9825	Contractor Address
Vancouver, WA 98666-8825	Contractor Address
564.397.8473	Contractor Phone number
CHAP@clark.wa.gov	Contractor email

Invoice #

Date	Reference	Charges	Credits	Balance
	Service Description: XXX, under agreement Supplier Contract Number: SCN0000XXXX.			
	Period: Dec-20			
1/15/2021	XXX	\$ 2,400.00		\$ 2,400.00
	XXX	\$ 350.00		\$ 350.00
	XXX	\$ 7,500.00		\$ 7,500.00
	XXX	\$ 8,333.33		\$ 8,333.33
	Admin			
	Other			
	TOTAL DUE :	\$ 18,583.33		\$ 18,583.33

Include backup documentation requested in contract.

	January 15, 2021
Contact Person Name, Contact Person Title	<i>Date</i>