



RFP #859

PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, MAY 17, 2023

DUE DATE: WEDNESDAY, JUNE 7, 2023 by 1:30 pm

Request for Proposal for:

FORMATTING and DESIGN for the SOLID WASTE MANAGEMENT PLAN

SUBMIT:

One (1) Original

One (1) Copy on USB Flash Drive

of the Proposal to:

<u>Shipping Method of your Choice or Hand Delivery</u>	<u>United States Postal Service</u>
Clark County ATTN: Office of Purchasing 1300 Franklin Street, 6 th Floor, Suite 650 Vancouver WA 98660 564-397-2323	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:

Joelle Loescher
Interim Solid Waste Operations Manager
Public Health Solid Waste Program
Joelle.Loescher@clark.wa.gov
564-397-8126

General Terms and Conditions

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

Request for Proposals Table of Contents

PART I PROPOSAL REQUIREMENTS

Section IA: General Information

1. Introduction
2. Background
3. Scope of Project
4. Project Funding
5. Timeline for Selection
6. Employment Verification

Section IB: Work Requirements

1. Required Services
2. County Performed Work
3. Deliverables and Schedule
4. Place of Performance
5. Period of Performance
6. Prevailing Wage
7. Debarred / Suspended
8. Americans with Disabilities Act (ADA) Information
9. Public Disclosure
10. Insurance/Bond
11. Plan Holders List

PART II PROPOSAL PREPARATION AND SUBMITTAL

Section IIA: Pre-Submittal Meeting/Clarification

1. Pre-Submittal Meeting
2. Proposal Clarification

Section IIB: Proposal Submission

1. Proposals Due
2. Proposal

Section IIC: Proposal Content

1. Cover Sheet
2. Project Team
3. Management Approach
4. Respondent's Capabilities
5. Project Approach and Understanding
6. Proposed Cost
7. Employment Verification

PART III PROPOSAL EVALUATION & CONTRACT AWARD

Section IIIA: Proposal Review and Selection

1. Evaluation and Selection
2. Evaluation Criteria Scoring

Section IIIB: Contract Award

1. Consultant Selection
2. Contract Development
3. Award Review
4. Orientation/Kick-off Meeting

ATTACHMENTS

- A: Proposal Cover Sheet
- B: Letter of Interest
- C: Certification Regarding Debarment, Suspension and Other Responsibility Matters Form
- D: Statement of Work
- E: Sample Contract

Request for Proposal #859

Formatting and Design for the Solid Waste Management Plan

Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>Clark County Public Health’s Solid Waste Program is seeking proposals for the formatting and design of the Comprehensive Solid Waste Management Plan (SWMP). Proposer’s do not need to have a background in Solid Waste or knowledge of Solid Waste Management Plans to submit a proposal. Although experience in these areas is preferred; it is not required.</p> <p>The goal of this project is to have a revised and updated Solid Waste Management Plan in both a printable and electronic format. The document will be available for view on the Clark County website in a format that allows for easy indexing and change when the SWMP needs to be revised or updated in the future.</p> <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	<p>Solid waste management activities in Clark County aim to protect and preserve human health, environmental quality and natural resources through efficient, cost-effective programs and services. The Solid Waste Management Plan provides a guide for solid waste activities in Clark County.</p> <p>The Clark County Solid Waste program developed the plan with input and review from regional partners and the Solid Waste Advisory Commission (SWAC), which represents interests of businesses, public interest groups and the community. The plan provides information for all existing and proposed solid waste handling facilities, a comprehensive waste reduction and recycling element, and the county’s moderate risk management plan.</p> <p>Clark County’s current Solid Waste Management Plan was approved by the Washington State Department of Ecology in September 2015. Clark County Solid Waste is currently in the process of updating the plan. As part of the update, Clark County Solid Waste is working to streamline information in the plan and condense the number of chapters. The 2023 plan update will include seven chapters.</p> <p>Draft plan materials are available for review here: https://clark.wa.gov/public-health/solid-waste-management-plan All materials are considered drafts until the plan update is approved by the Washington State Department of Ecology. Additional information can be found here: Guidelines for Development of Local Comprehensive Solid Waste Management Plans and Plan Revisions</p>
3. Scope of Project	<p>See Attachment D: Statement of Work.</p> <p>Consultants do not have to have a background in Solid Waste or knowledge of Solid Waste Management Plans to submit a proposal. Although experience in these areas is preferred; it isn’t required. The project includes incorporating all of the current chapters and appendices available</p>

Request for Proposal #859
Formatting and Design for the Solid Waste Management Plan

	<p>on the website: https://clark.wa.gov/public-health/solid-waste-management-plan into a full document available electronically on the website and in a printable format. The project work will include:</p> <p>1.1. Template</p> <p>1.1.1. Develop a unique template for the County's Solid Waste Management Plan</p> <p>1.1.2. Will not use a commercial template</p> <p>1.2. Photos</p> <p>1.2.1. Use a mix of locally sourced and stock photos</p> <p>1.2.2. County will own copyright for photos</p> <p>1.2.3. Describe preferred approval process for photos in proposal</p> <p>1.3. Editing/Change Management</p> <p>1.3.1. Consultant will provide County staff with training on how to make future changes and updates to the document and file</p> <p>1.3.2. Consultant will provide County access to their working file</p> <p>1.3.3. Consultant should list the anticipated # of rounds of edits in their timeline</p>
<p>4. Project Funding</p>	<p>The Proposer's proposal shall include the Proposer's true estimated cost to perform the work irrespective of the budgeted funds for this work.</p> <p>Work is to be funded by the Washington State Department of Ecology's Local Solid Waste Financial Assistance grant.</p> <p><u>Title VI Statements</u></p> <p>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 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>

Request for Proposal #859

Formatting and Design for the Solid Waste Management Plan

<p>5. Timeline for Selection</p>	<p>The following dates are the intended timeline:</p> <table border="1" data-bbox="423 247 1511 810"> <tr> <td>Pre-Submittal Meeting</td> <td>May 22, 2023</td> </tr> <tr> <td>Deadline for Questions and Answers</td> <td>May 31, 2023</td> </tr> <tr> <td>Final Date for Addendum, if needed</td> <td>June 1, 2023</td> </tr> <tr> <td>Proposals Dues</td> <td>June 7, 2023</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>June 12 – 23, 2023</td> </tr> <tr> <td>Interviews/Demonstration</td> <td>June 12 – 22, 2023 (if needed)</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>June 23, 2023</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>June 23 -30, 2023</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>July 1, 2023</td> </tr> </table>	Pre-Submittal Meeting	May 22, 2023	Deadline for Questions and Answers	May 31, 2023	Final Date for Addendum, if needed	June 1, 2023	Proposals Dues	June 7, 2023	Proposal Review/Evaluation Period	June 12 – 23, 2023	Interviews/Demonstration	June 12 – 22, 2023 (if needed)	Selection Committee Recommendation	June 23, 2023	Contract Negotiation/Execution	June 23 -30, 2023	Contract Intended to Begin	July 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>																		

Request for Proposal #859

Formatting and Design for the Solid Waste Management Plan

Section IB	Work Requirements																		
1. Required Services	<p>See Attachment D: Statement of Work.</p> <p>2. Preferred Requirements.</p> <p>2.1. Experience working with government agencies, (preferably local governments)</p> <p>2.2. Experience/Knowledge of Solid Waste Management Plans and Department of Ecology Guidelines</p> <p>2.3. Consultant is local and available to meet in person if necessary</p> <p>3. Mandatory/Minimum Requirements</p> <p>3.1. Knowledge of websites and software programs including: Adobe InDesign and Canva</p> <p>3.2. Must have demonstrated knowledge and skill of developing documents similar to scope of project</p> <p>3.3. Must have excellent project management and communication skills</p> <p>3.4. Must be available to meet with the County project team monthly, (in person if necessary)</p> <p>3.5. Must provide 3-5 references, (Name, email, phone#) that can verify satisfactory work and experience</p> <p>3.6. Must use the County branding and style guide (which will be provided to awarded Proposer)</p>																		
2. County Performed Work	<p>Clark County will provide:</p> <ul style="list-style-type: none"> • A designated county contact to act as program lead and coordinator • A project team which will meet with the Proposer monthly for guidance and oversight • Relevant documentation and reports • Contract administration • Progressing and payment of monthly invoices 																		
3. Deliverables & Schedule	<p>See Attachment D: Statement of Work.</p> <table border="1" data-bbox="427 1337 1510 1967"> <thead> <tr> <th data-bbox="427 1337 487 1430"></th> <th data-bbox="487 1337 1252 1430">DELIVERABLE ITEMS</th> <th data-bbox="1252 1337 1510 1430">DUE DATE</th> </tr> </thead> <tbody> <tr> <td data-bbox="427 1430 487 1522">1</td> <td data-bbox="487 1430 1252 1522">Attend Kick-off Meeting and review project schedule</td> <td data-bbox="1252 1430 1510 1522">July 2023</td> </tr> <tr> <td data-bbox="427 1522 487 1617">2</td> <td data-bbox="487 1522 1252 1617">Determine formatting and design and finalize project approach</td> <td data-bbox="1252 1522 1510 1617">August 1, 2023</td> </tr> <tr> <td data-bbox="427 1617 487 1709">3</td> <td data-bbox="487 1617 1252 1709">Project Plan and Approach</td> <td data-bbox="1252 1617 1510 1709">September 1, 2023</td> </tr> <tr> <td data-bbox="427 1709 487 1829">4</td> <td data-bbox="487 1709 1252 1829">Final version of Solid Waste Management Plan in WORD and PDF formats uploaded to County website</td> <td data-bbox="1252 1709 1510 1829">June 30, 2024</td> </tr> <tr> <td data-bbox="427 1829 487 1967">5</td> <td data-bbox="487 1829 1252 1967">Attend meetings, (either weekly or monthly depending on need) with County Staff and provide updates on content via presentations and document review</td> <td data-bbox="1252 1829 1510 1967">Monthly</td> </tr> </tbody> </table>		DELIVERABLE ITEMS	DUE DATE	1	Attend Kick-off Meeting and review project schedule	July 2023	2	Determine formatting and design and finalize project approach	August 1, 2023	3	Project Plan and Approach	September 1, 2023	4	Final version of Solid Waste Management Plan in WORD and PDF formats uploaded to County website	June 30, 2024	5	Attend meetings, (either weekly or monthly depending on need) with County Staff and provide updates on content via presentations and document review	Monthly
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Request for Proposal #859
Formatting and Design for the Solid Waste Management Plan

	6	Provide changes and updates at County request	As Needed																		
	7	Provide change management guidance and train County staff on how to update documents to anticipate future updates and changes	June 30, 2025																		
<p>Expected Draft Schedule: Schedule and Timeline should align with the Local Solid Waste Financial Assistance (LSWFA) grant activities.</p>																					
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4. Place of Performance	Contract performance is expected to be mostly if not entirely remote or at the Proposer's facility.																				
5. Period of Performance	<p>A contract awarded as a result of this RFP will be for two (2) years and is intended to begin on July 1, 2023 and end June 30, 2025.</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of six (6) additional years, in one (1) 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>																				

Request for Proposal #859
Formatting and Design for the Solid Waste Management Plan

	<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>
<p>7. Debarred/Suspended</p>	<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>
<p>8. Americans with Disabilities Act (ADA) Information</p>	<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>
<p>9. Public Disclosure</p>	<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>
<p>10. Insurance/Bond</p>	<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>

Request for Proposal #859

Formatting and Design for the Solid Waste Management Plan

B. Proof of Insurance

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.

C. Worker's Compensation

As required by the industrial insurance laws of the State of Washington.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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

Request for Proposal #859
Formatting and Design for the Solid Waste Management Plan

	<p>at any time. All insurance shall be obtained from an insurance company authorized to do business in the State of Washington.</p> <p>All policies must have a Best's Rating of A-VII or better.</p>
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.

Request for Proposal #859
Formatting and Design for the Solid Waste Management Plan

Part II Proposal Preparation and Submittal

Section IIA	Pre-Submittal Meeting / Clarification
1. Pre-Submittal Meeting	<p>A Pre-Submittal meeting is scheduled for May 22, 2023 via Microsoft Teams and will begin at 1:00 pm.</p> <p>Proposers interested in attending shall contact Joelle Loescher at Joelle.Loescher@clark.wa.gov to receive the meeting information.</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 May 31, 2023 by 12:00 pm.</p> <p>An addendum will be issued no later than June 1, 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 twenty (20) pages, excluding resumes, E-Verify, coversheet and debarment form. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.</p> <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>

Request for Proposal #859
Formatting and Design for the Solid Waste Management Plan

	<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, may 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	List all members of the project team, including their experience.
3. Management Approach	List your approach to the project and what milestones you expect to achieve in relation to the schedule and deliverables.
4. Respondent's Capabilities	Provide examples, website links and electronic documents (PDFs) that demonstrate your ability to successfully complete this project. Also, include a list of 3 – 5 references.
5. Project Approach and Understanding	Demonstrate your project approach and understanding in your proposal by finding examples of what your final product might look like. This might include researching other WA Counties Solid Waste Management Plans for formatting and design and demonstrating how your approach would be similar or different.
6. Proposed Cost	<p>Proposals MUST include hourly costs for staff time and itemized costs for formatting and design, (i.e., design, resources, creating of graphics, sourcing photos, per page estimates, etc.)</p> <p>Optional: in addition to hourly and itemized costs proposals MAY also include fixed rate options for consideration.</p>
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>

Request for Proposal #859
Formatting and Design for the Solid Waste Management Plan

Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection																		
1. Evaluation and Selection:	<p>Proposals received in response to this RFP will be evaluated by an Evaluation Committee. The Committee will include members of the Solid Waste and Public Information Officer (PIO) Teams.</p> <p>After the Committee completes their initial review of the proposals it will be determined if interviews/demonstrations will be scheduled. The Committee will make a recommendation after the initial review of all proposals, attendance of interviews, and scoring has been submitted.</p>																		
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>A one hundred (100) point system will be used, weighted against the following criteria:</p> <table border="1" data-bbox="402 772 1421 1150"> <tr> <td>Proposal Approach / Quality</td> <td>20</td> </tr> <tr> <td>Creativity / Experience</td> <td>20</td> </tr> <tr> <td>Work History / Examples</td> <td>10</td> </tr> <tr> <td>Cost</td> <td>25</td> </tr> <tr> <td>References</td> <td>25</td> </tr> <tr> <td style="text-align: right;">Total Points</td> <td>100</td> </tr> </table> <p>The top scoring Proposer's <i>may</i> be requested to interview or provide a demonstration of their approach.</p> <p>A one hundred (100) point system will be used weighted against the following criteria for round two:</p> <table border="1" data-bbox="402 1360 1421 1549"> <tr> <td>Interview with Consultant Team</td> <td>50</td> </tr> <tr> <td>Consultant / Proposer Presentation / Demonstration</td> <td>50</td> </tr> <tr> <td style="text-align: right;">Total Points</td> <td>100</td> </tr> </table> <p>Following the interviews, the Evaluation Committee will evaluate each presentation/demonstration and issue a score. Evaluation of the proposals will be based on the combined score of round-one and round-two (200 points total).</p>	Proposal Approach / Quality	20	Creativity / Experience	20	Work History / Examples	10	Cost	25	References	25	Total Points	100	Interview with Consultant Team	50	Consultant / Proposer Presentation / Demonstration	50	Total Points	100
Proposal Approach / Quality	20																		
Creativity / Experience	20																		
Work History / Examples	10																		
Cost	25																		
References	25																		
Total Points	100																		
Interview with Consultant Team	50																		
Consultant / Proposer Presentation / Demonstration	50																		
Total Points	100																		

Request for Proposal #859
Formatting and Design for the Solid Waste Management Plan

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	<p>The proposal and all responses provided by the successful Proposer may become a part of the final contract. An example contract has been included as “Contract Template” attached as “Attachment E”)</p> <p>The proposal and all responses provided by the successful Proposer may become a part of the final contract.</p>
3. Award Review	<p>The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov .</p>
4. Orientation/Kick-off Meeting	<p>Initial contract negotiation will commence after the panel has determined the highest scoring proposal. The contract negotiations will be completed in June and the contract is expected to begin July 1, 2023. An orientation/kick-off meeting will be scheduled and held during July via Microsoft Teams.</p>

**Request for Proposal #859
Formatting and Design for the Solid Waste Management Plan**

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

**Request for Proposal #859
Formatting and Design for the Solid Waste Management Plan**

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.

**Request for Proposal #859
Formatting and Design for the Solid Waste Management Plan**

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.

ATTACHMENT D STATEMENT OF WORK

1. Background/Overview

Clark County Public Health is seeking proposals for formatting and design of the Comprehensive Solid Waste Management Plan (SWMP).

Solid waste management activities in Clark County aim to protect and preserve human health, environmental quality and natural resources through efficient, cost-effective programs and services. The Solid Waste Management Plan provides a guide for solid waste activities in Clark County.

The Clark County Solid Waste program developed the plan with input and review from regional partners and the Solid Waste Advisory Commission (SWAC), which represents interests of businesses, public interest groups and the community. The plan provides information for all existing and proposed solid waste handling facilities, a comprehensive waste reduction and recycling element, and the county's moderate risk management plan.

Clark County's current Solid Waste Management Plan was approved by the Washington State Department of Ecology in September 2015. Clark County Solid Waste is currently in the process of updating the plan. As part of the update, Clark County Solid Waste is working to streamline information in the plan and condense the number of chapters. The 2023 plan update will include seven chapters.

Draft plan materials are available for review here: <https://clark.wa.gov/public-health/solid-waste-management-plan> All materials are considered drafts until the plan update is approved by the Washington State Department of Ecology. Additional information can be found here: [Guidelines for Development of Local Comprehensive Solid Waste Management Plans and Plan Revisions](#)

2. Preferred Requirements.

- 2.1. Experience working with government agencies, (preferably local governments)
- 2.2. Experience/Knowledge of Solid Waste Management Plans and Department of Ecology Guidelines
- 2.3. Consultant is local and available to meet in person if necessary

3. Mandatory/Minimum Requirements

- 3.1. Knowledge of websites and software programs including: Adobe InDesign and Canva
- 3.2. Must have demonstrated knowledge and skill of developing similar documents
- 3.3. Must have excellent project management and communication skills
- 3.4. Must be available to meet with the County project team monthly, (in person if necessary)
- 3.5. Must provide 3-5 references, (Name, email, phone#) that can verify satisfactory work and experience
- 3.6. Must use the County branding and style guide (which will be provided to awarded Proposer)

4. Scope of Work

Consultants **do not** have to have a background in Solid Waste or knowledge of Solid Waste Management Plans to submit a proposal. Although experience in these areas is preferred; it isn't required. The project includes incorporating all of the current chapters and appendices available on the website: <https://clark.wa.gov/public-health/solid-waste-management-plan> into a full document available electronically on the website and in a printable format.

The project work will include:

4.1. Template

4.1.1. Develop a unique template for the County's Solid Waste Management Plan

4.1.2. Will **not** use a commercial template

4.2. Photos

4.2.1. Use a mix of locally sourced and stock photos

4.2.2. County will own copyright for photos

4.2.3. Describe preferred approval process for photos in proposal

4.3. Editing/Change Management

4.3.1. Consultant will provide County staff with training on how to make future changes and updates to the document and file

4.3.2. Consultant will provide County access to their working file

4.3.3. Consultant should list the anticipated # of rounds of edits in their timeline

5. Schedule/Timeline

5.1. Contract Term July 1, 2023-June 30, 2025 (initial 2-year term w/ optional (6) one-year extensions)

5.2. Timeline will align with the Local Solid Waste Financial Assistance (LSWFA) grant activities

Dates	Anticipated Activities/Schedule
2023 Q1 July, Aug, Sept.	Kick Off Meetings, Document review and approach, project plan
2023 Q2 Oct, Nov, Dec.	Monthly meetings and updates
2024 Q3 Jan, Feb, March	Monthly meetings and updates
2024 Q4 April, May, June	Finalized SWMP due
2024 Q5 July, Aug, Sept.	Monthly meetings and updates
2024 Q6 Oct, Nov, Dec.	Monthly meetings and updates
2025 Q7 Jan, Feb, Mar	Monthly meetings and updates
2025 Q8 April, May, June	All final deliverables due

RFP: Formatting and Design of the Solid Waste Management Plan (SWMP)

6. Deliverables

	DELIVERABLE ITEM	DUE DATE
1	Attend Kick-off Meeting and review project schedule	July 2023
2	Determine formatting and design and finalize project approach	August 1, 2023
3	Project Plan and Approach	September 1, 2023
4	Final version of Solid Waste Management Plan in WORD and PDF formats uploaded to County website	June 30, 2024
5	Attend meetings, (either weekly or monthly depending on need) with County Staff and provide updates on content via presentations and document review	Monthly
6	Provide changes and updates at County request	As needed
7	Provide change management guidance and train County staff on how to update documents to anticipate future updates and changes	June 30, 2025

ATTACHMENT E

**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:

Contractor Name, Title Date

Kathleen Otto, County Manager Date

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.

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**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**

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**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>