



REQUEST for PROPOSAL #881
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington

RELEASE DATE: WEDNESDAY, JANUARY 17, 2024
DUE DATE: WEDNESDAY, FEBRUARY 28, 2024 by 1:30 pm

Request for Proposal for:

STUDY for the SITING of a NEW SOLID WASTE TRANSFER FACILITY

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

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.

MUNICIPAL RESEARCH and SERVICE CENTER - Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract, your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or <https://mrscrosters.org/businesses/business-membership/>

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. Clark County Regional Solid Waste System Background
	E. Scope of Work
	F. Proposal Cost Template
	G. Draft Contract

Request for Proposal #881
 Study for the Siting of a New Solid Waste Transfer Facility

Part I Proposal Requirements

Section IA	General Information
1. Introduction	<p>The Clark County Public Health (CCPH) department is seeking proposals from qualified firms to complete a comprehensive study for the siting of a new solid waste transfer facility in northern Clark County, Washington. Work will build on the findings and recommendations of the Clark County Comprehensive Solid Waste Management Plan (CSWMP) and the Regional System Study (RSS). See Attachment D: Clark County Regional Solid Waste System Background and Attachment E: Scope of Work for more information.</p> <p>Clark County (WA) contracts with the Municipal Research and Service Center (MRSC) to maintain our Consultant, Small Works and Vendor Rosters. To be eligible to participate in this Clark County public solicitation and the resulting contract your business must be registered with the MRSC Rosters. Failure to register may result in your proposal being marked nonresponsive. Be sure to select Clark County in your application. If you have questions about the registration process, contact the MRSC Rosters at 206-436-3798 or https://mrscrosters.org/businesses/business-membership/</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 Interlocal Cooperation Act. The proposer may opt to extend identical services and prices to qualified public agencies. Each contract is between the proposer and individual agency binding only their agency, with no liability to Clark County.</p>
2. Background	See Attachment D : Clark County Regional Solid Waste System Background.
3. Scope of Project	<p>The study is to be completed in multiple phases, detailed in Attachment E: Scope of Work.</p> <p>The final goal of this work is for the County to select a suitable location for a new solid waste transfer facility in northern Clark County. The County seeks proposals from consulting firms that are well qualified and experienced in the siting and permitting of municipal solid waste (MSW) transfer facilities or facilities of similar magnitude and impact such as landfills or heavy industrial zones.</p> <p>The County reserves the right to award work described in this RFP to multiple contractors to complete separate project components.</p>
4. Project Funding	<p>Project Phase I is grant funded by the Washington State Department of Ecology’s Local Solid Waste Financial Assistance grant. Future funding will be determined upon initiation of future project phases.</p> <p>Allocation of funds for this RFP will be established based on the funds requested in the selected proposal(s).</p> <p>Title VI Statements 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</p>

Request for Proposal #881
Study for the Siting of a New Solid Waste Transfer Facility

	<p>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>																		
<p>5. Timeline for Selection</p>	<p>The following dates are the intended timeline:</p> <table border="1" data-bbox="423 676 1511 1239"> <tr> <td>Pre-submittal Meeting</td> <td>January 24, 2024</td> </tr> <tr> <td>Deadline for Questions and Answers</td> <td>February 21, 2024</td> </tr> <tr> <td>Final date for Addendum, if needed</td> <td>February 23, 2024</td> </tr> <tr> <td>Proposals Due</td> <td>February 28, 2024</td> </tr> <tr> <td>Proposal Review/Evaluation Period</td> <td>February 29 – March 28, 2024</td> </tr> <tr> <td>Interviews/Demonstration</td> <td>April 1 – April 17, 2024</td> </tr> <tr> <td>Selection Committee Recommendation</td> <td>April 25, 2024</td> </tr> <tr> <td>Contract Negotiation/Execution</td> <td>May 1 – May 31, 2024</td> </tr> <tr> <td>Contract Intended to Begin</td> <td>June 1, 2024</td> </tr> </table>	Pre-submittal Meeting	January 24, 2024	Deadline for Questions and Answers	February 21, 2024	Final date for Addendum, if needed	February 23, 2024	Proposals Due	February 28, 2024	Proposal Review/Evaluation Period	February 29 – March 28, 2024	Interviews/Demonstration	April 1 – April 17, 2024	Selection Committee Recommendation	April 25, 2024	Contract Negotiation/Execution	May 1 – May 31, 2024	Contract Intended to Begin	June 1, 2024
Pre-submittal Meeting	January 24, 2024																		
Deadline for Questions and Answers	February 21, 2024																		
Final date for Addendum, if needed	February 23, 2024																		
Proposals Due	February 28, 2024																		
Proposal Review/Evaluation Period	February 29 – March 28, 2024																		
Interviews/Demonstration	April 1 – April 17, 2024																		
Selection Committee Recommendation	April 25, 2024																		
Contract Negotiation/Execution	May 1 – May 31, 2024																		
Contract Intended to Begin	June 1, 2024																		
<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 #881
 Study for the Siting of a New Solid Waste Transfer Facility

Section IB	Work Requirements
1. Required Services	See Attachment E : Scope of Work.
2. County Performed Work	Clark County will provide: <ul style="list-style-type: none"> • Contract administration • A designated county contact to act as project lead and coordinator • Meetings with contractor on a schedule to be determined (weekly, monthly, or as needed) • Access to relevant documents, reports, and data • County project lead will review submitted deliverables and will approve deliverables or provide input for the contractor to incorporate and resubmit • Scheduling presentations for Clark County Council, Solid Waste Advisory Commission, Regional Solid Waste System Steering Committee, and other interested parties as needed • Invoice processing and payment
3. Deliverables & Schedule	See Attachment E : Scope of Work.
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 three (3) years and is intended to begin on June 1, 2024 and end May 31, 2027.</p> <p>Cost for additional option year(s) shall be reviewed prior to extension of the contract. The county also reserves the right to terminate the contract, with thirty (30) days written notice, at any time if the requirements of the contract are not being met satisfactorily, solely in the county's judgment."</p> <p>Clark County reserves the right to extend the contract resulting from this RFP for a period of two (2) 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 STATMENT – SUPPLEMENTAL CRITERIA.</p>

Request for Proposal #881
 Study for the Siting of a New Solid Waste Transfer Facility

	<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. Waiver of Subrogation</p> <p>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 #881
Study for the Siting of a New Solid Waste Transfer Facility

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. Automobile

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, 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 \$2,000,000 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. 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

Request for Proposal #881
Study for the Siting of a New Solid Waste Transfer Facility

	<p>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.</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, confirm your organization is on the Plan Holders List below: <p>To view the Plan Holders List, 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 #881
 Study for the Siting of a New Solid Waste Transfer Facility

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 January 24, 2024 at 10:00 am.</p> <p>Proposers interested in attending shall email the project manager identified on the front page of the RFP to receive the meeting invite.</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 February 21, 2024 by 12:00 pm.</p> <p>An addendum will be issued no later than February 23, 2024 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>The proposal must include items described in Section IIC below. The proposal must be organized, in an accessible format, and have a table of contents for easy navigation.</p> <p>Proposals must be clear, succinct and not exceed twenty (20) pages, <u>excluding</u> 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 #881
Study for the Siting of a New Solid Waste Transfer Facility

	<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. Work experience should include the siting and permitting of MSW transfer facilities or facilities of similar magnitude and impact such as landfills or heavy industrial zones.</p> <p>Provide resumes with the titles, roles, qualifications, and office locations of each team member. Names are not required. Describe their specific contributions to this project and ability to perform the work described in this RFP.</p>
3. Management Approach	<p>Proposers are to show their management approach by providing the following:</p> <ul style="list-style-type: none"> • Describe how your organization manages projects including: <ul style="list-style-type: none"> ○ planning ○ scheduling ○ time management ○ budget tracking ○ task management ○ communications ○ completion of deliverables • Identify any project management tools used by your organization such as Smartsheet, Microsoft Project, Adobe Workfront, etc.
4. Respondent's Capabilities	<p>Proposers are to show their capabilities by providing the following:</p> <ul style="list-style-type: none"> • Description of your organization's ability, qualifications, capacity, and interest to perform the work requested in this RFP. • Description of your organization's unique strengths and values.

Request for Proposal #881
 Study for the Siting of a New Solid Waste Transfer Facility

	<ul style="list-style-type: none"> • A work history describing at least three (3) example projects completed by your organization of similar scope and magnitude to the siting of a solid waste transfer facility. • Description of your organization's experience with public outreach and communications. Describe any public outreach experience specifically related to the siting of solid waste facilities or related industrial facilities. <p>Proposals are to include an example report or other deliverable from a similar project completed by your organization. (Note: This example report/deliverable <u>will not</u> count towards the maximum page limit of the proposal identified in Section IIB above).</p>
<p>5. Project Approach and Understanding</p>	<p>Proposers are to show their understanding of the project by providing an organized and detailed proposal addressing all needs described in this RFP.</p> <p>Attachment E: Scope of Work describes project deliverables, schedule, and ongoing required services. Describe strategies/approach to completing project requirements and deliverables.</p>
<p>6. Proposed Cost</p>	<p>Provide the following:</p> <ul style="list-style-type: none"> • Propose cost estimates for the completion of project milestones using Attachment F: Proposal Cost Template • Contractors may propose alternate due dates for deliverables/milestones using Attachment F: Proposal Cost Template <ul style="list-style-type: none"> ○ If proposing alternate due dates, provide a brief explanation for each change using the template • Proposal is to include an example invoice
<p>7. Employment Verification</p>	<p>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 #881
 Study for the Siting of a New Solid Waste Transfer Facility

Part III Proposal Evaluation & Contract Award

Section IIIA	Proposal Review and Selection											
1. Evaluation and Selection:	<p>All proposals received will be evaluated on the completeness and quality of content. Only responses that follow all submission requirements will be evaluated by a Review Committee.</p> <p>Suspended or debarred forms will be excluded.</p> <p>All proposals will have a Tier 1 review. Following Tier 1 review and scoring, a Tier 2 interview may be requested. Each tier is one hundred (100) points, totaling two hundred (200) points following Tier 2 review. Review committee selection will occur following scoring of Tier 2.</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>Tier 1: A one hundred (100) point system will be used for the first round of scoring, weighted against the following criteria:</p> <table border="1" data-bbox="402 867 1479 1940"> <tbody> <tr> <td data-bbox="402 867 1344 1100"> <p>Proposal Approach / Quality</p> <ul style="list-style-type: none"> A quality proposal addresses all work outlined in this RFP A quality proposal includes all the information and documentation requested in this RFP A quality proposal is free of grammatical and spelling errors A quality proposal is organized, designed well, and is easy to navigate and understand </td> <td data-bbox="1344 867 1479 1100" style="text-align: center; vertical-align: middle;">30</td> </tr> <tr> <td data-bbox="402 1106 1344 1434"> <p>Qualifications (Section IIC)</p> <ul style="list-style-type: none"> Organization and project team is experienced in projects of similar magnitude and scope Organization capabilities and qualifications are appropriate and beneficial to this project Proposal demonstrates organization understands the project Project approach is appropriate and beneficial to this project Organization has local staff / offices Organization is skilled and experienced in working with government agencies, stakeholders, and elected officials </td> <td data-bbox="1344 1106 1479 1434" style="text-align: center; vertical-align: middle;">30</td> </tr> <tr> <td data-bbox="402 1440 1344 1663"> <p>Examples / Capabilities (Section IIC)</p> <ul style="list-style-type: none"> Organization has at least three (3) example projects of similar scope and magnitude of work requested for this contract Work experiences are beneficial to this project Proposer provides an example report/deliverable from a related project <ul style="list-style-type: none"> Example report/deliverable meets committee expectations for quality, content, and format </td> <td data-bbox="1344 1440 1479 1663" style="text-align: center; vertical-align: middle;">20</td> </tr> <tr> <td data-bbox="402 1669 1344 1892"> <p>Cost</p> <ul style="list-style-type: none"> Proposer provides cost estimates as requested in RFP Section IIC.6 and Attachment F: Proposal Cost Template. Cost estimates meet committee expectations. Estimates are reasonable and logical. Example invoice meets committee expectations for quality, content, and format. </td> <td data-bbox="1344 1669 1479 1892" style="text-align: center; vertical-align: middle;">20</td> </tr> <tr> <td data-bbox="402 1898 1344 1940" style="text-align: right;">Total Points</td> <td data-bbox="1344 1898 1479 1940" style="text-align: center;">100</td> </tr> </tbody> </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 includes all the information and documentation requested in this RFP A quality proposal is free of grammatical and spelling errors A quality proposal is organized, designed well, and is easy to navigate and understand 	30	<p>Qualifications (Section IIC)</p> <ul style="list-style-type: none"> Organization and project team is experienced in projects of similar magnitude and scope Organization capabilities and qualifications are appropriate and beneficial to this project Proposal demonstrates organization understands the project Project approach is appropriate and beneficial to this project Organization has local staff / offices Organization is skilled and experienced in working with government agencies, stakeholders, and elected officials 	30	<p>Examples / Capabilities (Section IIC)</p> <ul style="list-style-type: none"> Organization has at least three (3) example projects of similar scope and magnitude of work requested for this contract Work experiences are beneficial to this project Proposer provides an example report/deliverable from a related project <ul style="list-style-type: none"> Example report/deliverable meets committee expectations for quality, content, and format 	20	<p>Cost</p> <ul style="list-style-type: none"> Proposer provides cost estimates as requested in RFP Section IIC.6 and Attachment F: Proposal Cost Template. Cost estimates meet committee expectations. Estimates are reasonable and logical. Example invoice meets committee expectations for quality, content, and format. 	20	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 includes all the information and documentation requested in this RFP A quality proposal is free of grammatical and spelling errors A quality proposal is organized, designed well, and is easy to navigate and understand 	30											
<p>Qualifications (Section IIC)</p> <ul style="list-style-type: none"> Organization and project team is experienced in projects of similar magnitude and scope Organization capabilities and qualifications are appropriate and beneficial to this project Proposal demonstrates organization understands the project Project approach is appropriate and beneficial to this project Organization has local staff / offices Organization is skilled and experienced in working with government agencies, stakeholders, and elected officials 	30											
<p>Examples / Capabilities (Section IIC)</p> <ul style="list-style-type: none"> Organization has at least three (3) example projects of similar scope and magnitude of work requested for this contract Work experiences are beneficial to this project Proposer provides an example report/deliverable from a related project <ul style="list-style-type: none"> Example report/deliverable meets committee expectations for quality, content, and format 	20											
<p>Cost</p> <ul style="list-style-type: none"> Proposer provides cost estimates as requested in RFP Section IIC.6 and Attachment F: Proposal Cost Template. Cost estimates meet committee expectations. Estimates are reasonable and logical. Example invoice meets committee expectations for quality, content, and format. 	20											
Total Points	100											

Request for Proposal #881
 Study for the Siting of a New Solid Waste Transfer Facility

	<p>Tier 2: Following Committee Tier 1 review of the written proposals, the County may request a Tier 2 review to receive more information. A one hundred (100) point system will be used for the second round of scoring, weighted against the following criteria:</p> <table border="1" data-bbox="402 331 1490 1060"> <tr> <td data-bbox="407 338 1344 569"> <p>Proposer Presentation / Demonstration</p> <ul style="list-style-type: none"> Proposer team to provide a quality presentation / demonstration to County staff The presentation adds value and detail to the written proposal The presentation is organized and high quality The proposer team is skilled at communications </td> <td data-bbox="1344 338 1485 569" style="text-align: center; vertical-align: middle;">40</td> </tr> <tr> <td data-bbox="407 569 1344 699"> <p>Interview</p> <ul style="list-style-type: none"> Proposer to answer questions from County staff Responses meet committee expectations for quality, clarity, and content </td> <td data-bbox="1344 569 1485 699" style="text-align: center; vertical-align: middle;">40</td> </tr> <tr> <td data-bbox="407 699 1344 997"> <p>References</p> <ul style="list-style-type: none"> Proposers selected for Tier 2 review will be directed by County staff to provide three (3) references References are relevant to this project References from government agencies are preferred over private industry References are positive References recommend working with the proposer </td> <td data-bbox="1344 699 1485 997" style="text-align: center; vertical-align: middle;">20</td> </tr> <tr> <td data-bbox="407 997 1344 1060" style="text-align: right;">Total Points</td> <td data-bbox="1344 997 1485 1060" style="text-align: center; vertical-align: middle;">100</td> </tr> </table>	<p>Proposer Presentation / Demonstration</p> <ul style="list-style-type: none"> Proposer team to provide a quality presentation / demonstration to County staff The presentation adds value and detail to the written proposal The presentation is organized and high quality The proposer team is skilled at communications 	40	<p>Interview</p> <ul style="list-style-type: none"> Proposer to answer questions from County staff Responses meet committee expectations for quality, clarity, and content 	40	<p>References</p> <ul style="list-style-type: none"> Proposers selected for Tier 2 review will be directed by County staff to provide three (3) references References are relevant to this project References from government agencies are preferred over private industry References are positive References recommend working with the proposer 	20	Total Points	100
<p>Proposer Presentation / Demonstration</p> <ul style="list-style-type: none"> Proposer team to provide a quality presentation / demonstration to County staff The presentation adds value and detail to the written proposal The presentation is organized and high quality The proposer team is skilled at communications 	40								
<p>Interview</p> <ul style="list-style-type: none"> Proposer to answer questions from County staff Responses meet committee expectations for quality, clarity, and content 	40								
<p>References</p> <ul style="list-style-type: none"> Proposers selected for Tier 2 review will be directed by County staff to provide three (3) references References are relevant to this project References from government agencies are preferred over private industry References are positive References recommend working with the proposer 	20								
Total Points	100								
<p>Section IIIB</p>	<p>Contract Award</p>								
<p>1. Consultant Selection</p>	<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>								
<p>2. Contract Development</p>	<p>The proposal and all responses provided by the successful Proposer may become a part of the final contract. Example contract included as Attachment G. Please review the contract terms and conditions and include any proposed revisions in your proposal.</p>								
<p>3. Award Review</p>	<p>The public may view Request for Proposal documents by submitting a public records request at www.clark.wa.gov.</p>								
<p>4. Orientation/Kick-off Meeting</p>	<p>A project kick-off meeting will be scheduled following contract start date of June 1, 2024.</p>								

Request for Proposal #881
 Study for the Siting of a New Solid Waste Transfer Facility

Attachment A: COVER SHEET

General Information:

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
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 #881
Study for the Siting of a New Solid Waste Transfer Facility

Attachment B: LETTER OF INTEREST

Legal Name of Proposing Firm	
Street Address	
City State Zip Code	
Contact Person Title	
Phone	
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 #881
Study for the Siting of a New Solid Waste Transfer Facility

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, State or local 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: Clark County Regional Solid Waste System Background

Introduction

Pursuant to RCWs 70.95 and 36.58, the county is lead agency for planning and operation of the regional solid waste system. Clark County Environmental Public Health, Solid Waste Operations department, led by the Solid Waste Operations Program Manager is responsible for planning and operation of the regional solid waste system.

The county, through interlocal agreements, has formed a Regional Solid Waste System Steering Committee (RSWSSC) made up of the Public Works Directors of each city, to advise the County on solid waste issues and planning. The Solid Waste Advisory Commission (SWAC) is made up of representatives from the community. SWAC's statutory role is to advise the County Council on issues regarding solid waste planning.

Regional Solid Waste Transfer System

The regional solid waste system consists of three (3) transfer stations located in west Vancouver, central Vancouver, and Washougal. This includes West Vancouver Material Recovery Facility (West Van), Central Transfer and Recycling (CTR), and Washougal Transfer Station (WTS). Each has a household hazardous waste (HHW) facility onsite and areas for public drop-off of recycling. West Van contains the material recovery facility (MRF) where mixed recycling is sorted and processed for sale. See **Table 1** for locations and operating hours of the facilities. A map of the county with the locations of the transfer stations is viewable in **Exhibit A** below.

The facilities are operated under a single contract with Columbia Resource Company, L.P. (CRC), a wholly owned subsidiary of Waste Connections Incorporated (WCI). The contract with CRC was first entered into on April 11, 1991. As of 2023, the contract has been amended seven times, most recently in 2021. The contract includes provisions for transfer, transportation, and disposal of municipal solid waste (MSW) generated in the county. The contract term ends on December 31, 2027.

The primary MSW disposal site is the Finley Buttes Landfill located near Boardman, Oregon. The secondary facility is the Wasco County Landfill located near The Dalles, Oregon. Both landfills are owned by WCI. MSW processed at West Van and CTR are transported by Tidewater Barge Lines to the Finley Buttes Landfill. Subcontractors are used to truck MSW the short distances from the transfer stations to the barge in the Port of Vancouver, and from the barge in the Port of Morrow to the landfill. MSW processed at WTS is transported by truck directly to the Wasco County Landfill. In 2022, the system through put was 401,345 inbound tons of MSW.

Table 1: A table listing name, location, and hours of operation of each transfer station in Clark County, including hours of operation of their onsite HHW facilities.

	Central Transfer and Recycling Center (CTR)	West Vancouver Materials Recovery Center (West Van)	Washougal Transfer Station (WTS)
Address	11034 NE 117th Ave. Vancouver, WA 98662	6601 NW Old Lower River Rd. Vancouver, WA 98660	4020 S Grant St. Washougal, WA 98671
Public drop-off hours of operation	Monday–Friday, 6am–6pm Saturday and Sunday, 8am–4pm	Monday–Friday, 6am–6pm Saturday, 8am–4pm	Wednesday and Friday, 7am–5pm Saturday, 8am–4pm
Commercial collection vehicle hours of operation	Same as public drop-off	Same as public drop-off	Monday–Saturday, 7am–5pm
HHW hours of operation	Friday, Saturday, and Sunday, 8am–4pm	Friday and Saturday, 8am–4pm	First and third Saturday of the month, 8am–4pm

Central Transfer and Recycling Center (CTR)

CTR serves as the primary solid waste handling facility in Clark County. Operations began at the site in 1985 as the R&R Transfer Station, which was renovated in 1991 and reopened as CTR on January 1, 1992. CTR is in unincorporated Clark County and is designated as a light industrial and mixed-use zone.

CTR consists of a 38,000 square foot MSW transfer building and a hydraulic MSW compactor unit. The public-drop off area for HHW and recycling is in a 13,000 square foot structure. CTR is designed for a throughput capacity of 1,200 tons MSW per day as currently authorized by the Clark County Public Health (CCPH) solid waste handling facility permit. Major upgrades to the site completed over time include installation of an automated scale system in 2012, access improvement in 2022, a new compactor in 2022, and a new scale house in 2023. A satellite map of the site is included in **Exhibit A** below.

A primary concern at the site is the self-haul traffic and long wait times for public and commercial vehicles, creating unsafe traffic conditions on 117th Street/State Highway 503. See the section below, **Regional Solid Waste System Study (RSWSS)**, for more information regarding facility condition and operations.

West Vancouver Transfer and Recycling Center (West Van)

West Van serves as the secondary solid waste handling facility and is the primary MRF for all Clark County curbside and multi-family residential recyclables collected by Waste Connections under a recyclables collection contract with the county. The West Van facility opened in 1993 and is located within Vancouver city limits and is designated as a heavy industrial zone.

The site consists of an 86,000 square foot MSW transfer building that also houses sorting equipment for co-mingled recycling. West Van is designed for a throughput capacity of 1,200 tons MSW per day as currently authorized by the CCPH solid waste handling facility permit. Major upgrades to the site completed over time include the construction of the HHW facility in 2008, MRF upgrades in 2009, addition of a canopies for bale storage in 2021 and 2022, addition of a wall for organics segregation in 2019, and installation of a new compactor in 2020. A satellite map of the site is included in **Exhibit A** below.

A primary concern at West Van is the ability and space to process organics. See the section below, **Regional Solid Waste System Study (RSWSS)**, for more information regarding facility condition and operations.

Washougal Transfer Station (WTS)

WTS was constructed in 2009 with the intent of being the primary solid waste handling facility for route truck deliveries from the cities of Washougal and Camas. WTS is located within Washougal city limits in the Port of Camas-Washougal. The site accepts public self-haul on a limited schedule, serving the south-eastern region of the county. The site is designated as a heavy industrial zone.

WTS consists of a 4,500 square foot MSW transfer building, designed for top-loading MSW into trailers. No conditional use permit was required when the facility was constructed, as transfer stations are allowed outright in the heavy industrial zone. The site was designed to allow space for future expansion of the facility. The current MSW design capacity of WTS is 300 tons per day as currently authorized by the CCPH solid waste handling facility permit. No major upgrades have occurred at the site since it was constructed. A satellite map of the site is included in **Exhibit A** below.

A primary concern at WTS is the facility's capacity for MSW. Population growth in the WTS service area has resulted in increased self-haul transactions and increased MSW tonnage at the site. See the section below, **Regional Solid Waste System Study (RSWSS)**, for more information regarding facility condition and operations.

Solid Waste Planning

The Clark County Comprehensive Solid Waste Management Plan (CSWMP) is the guiding public document for developing and managing the regional solid waste system, as required by RCW 70A.205. The CSWMP includes descriptions of the regional solid waste system, educational programs, and goals for making improvements and progress. The 2025 CSWMP draft and the previous 2015 CSWMP include recommendations for evaluating the siting of a new transfer facility in north county. The 2015 CSWMP and current drafts of the 2025 CSWMP are viewable at <https://www.clark.wa.gov/public-health/solid-waste-management-plan>.

Regional Solid Waste System Study (RSWSS)

The county is responsible for ensuring the financial viability of the solid waste system over a twenty-year planning horizon. Through a contract with the county, a consultant completed the four-year RSWSS in 2023. The RSWSS consists of three (3) phases.

Phase 1 includes: an evaluation of the financial position of the solid waste system; evaluations of various strategies to reduce traffic congestion at the facilities; assessments of the conditions of the transfer stations; and identification of infrastructure needs and options for future public ownership of the system. The Phase 1 report identifies various methods for increasing service capacity of the system, such as the expansion of CTR, siting of a satellite facility for public self-haul, or siting of a fourth transfer facility in north county.

Phase 2 focuses on infrastructure and financial planning for capital improvements to the system. The Phase 2 report includes master plans for service capacity expansion options identified in Phase 1, including detailed expansion and renovation options for CTR. Phase 3 is an update to the CSWMP, incorporating findings and recommendations following staff review of RSWSS Phase 1 and 2 reports.

As part of Phase 2 of the RSWSS, the consultant prepared the Clark County North Area Transfer Station Preliminary Siting Report for internal review. The report includes a review facility siting guidelines in the 2015 CSWMP, Appendix M: Siting guidelines for solid waste handling facilities. See the section above, **Solid Waste Planning**, for more information. The report also includes:

- Confirmation of primary and exclusionary siting criteria from the 2015 CSWMP
- Expansion of technical siting criteria in the 2015 CSWMP
- Three land areas identified feasible for future evaluation for the siting of a new facility

The RSWSS is viewable at <https://clark.wa.gov/public-health/regional-solid-waste-system-study>.

Exhibit A: Facility Locations and Satellite Images

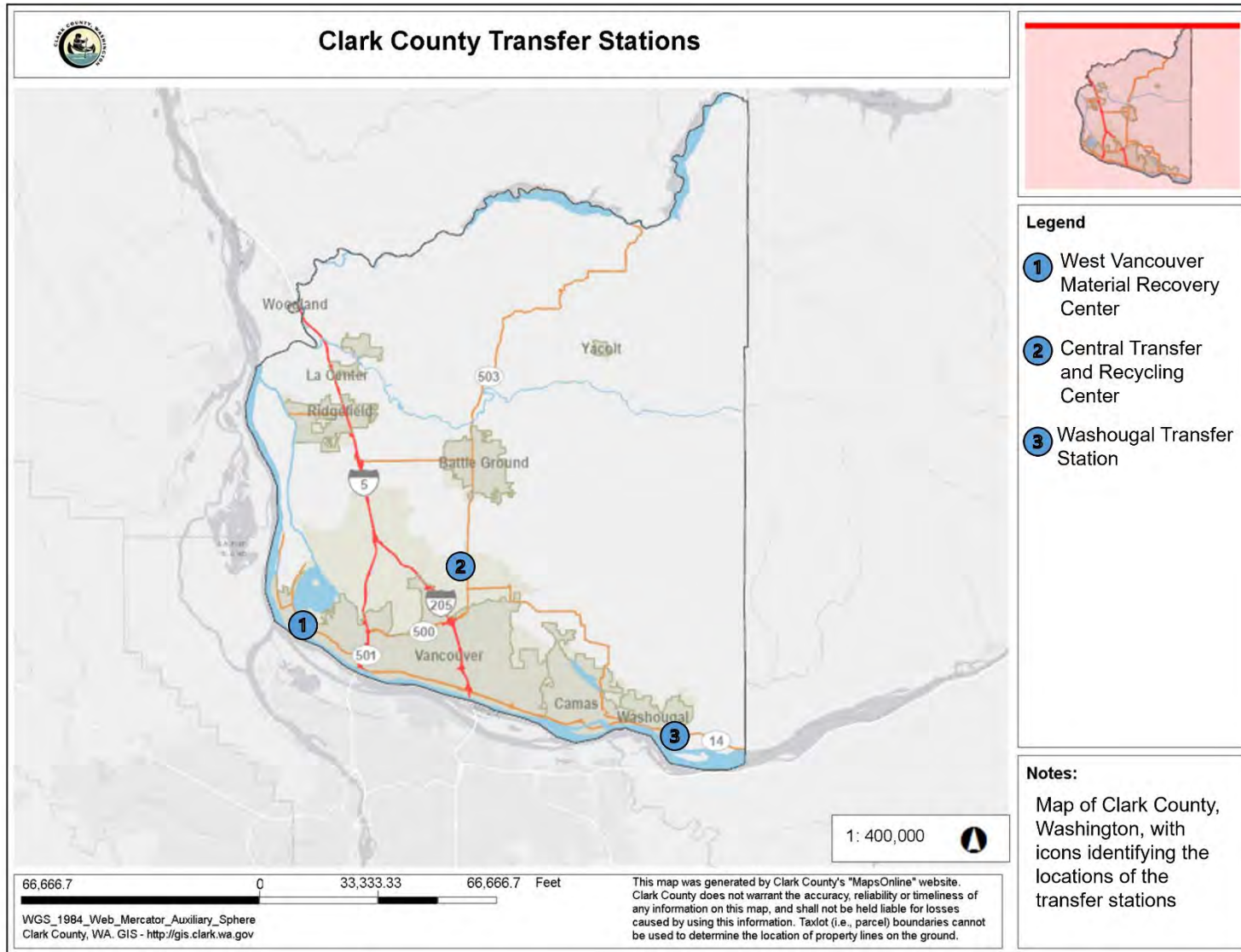


Figure A: A map of Clark County with the locations of the three transfer stations identified.

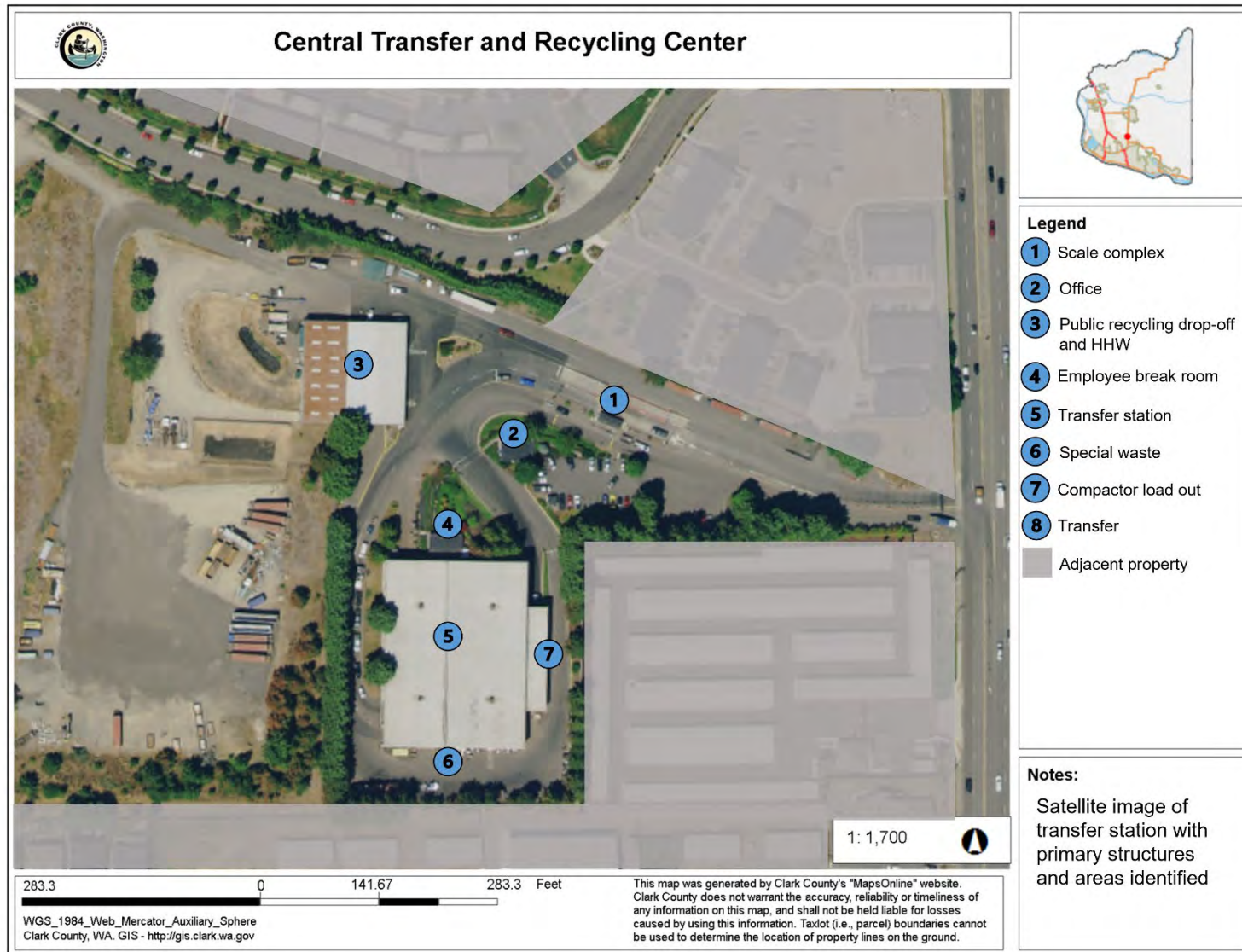


Figure B: A map of Central Transfer and Recycling Center with icons identifying primary structures and material staging areas.

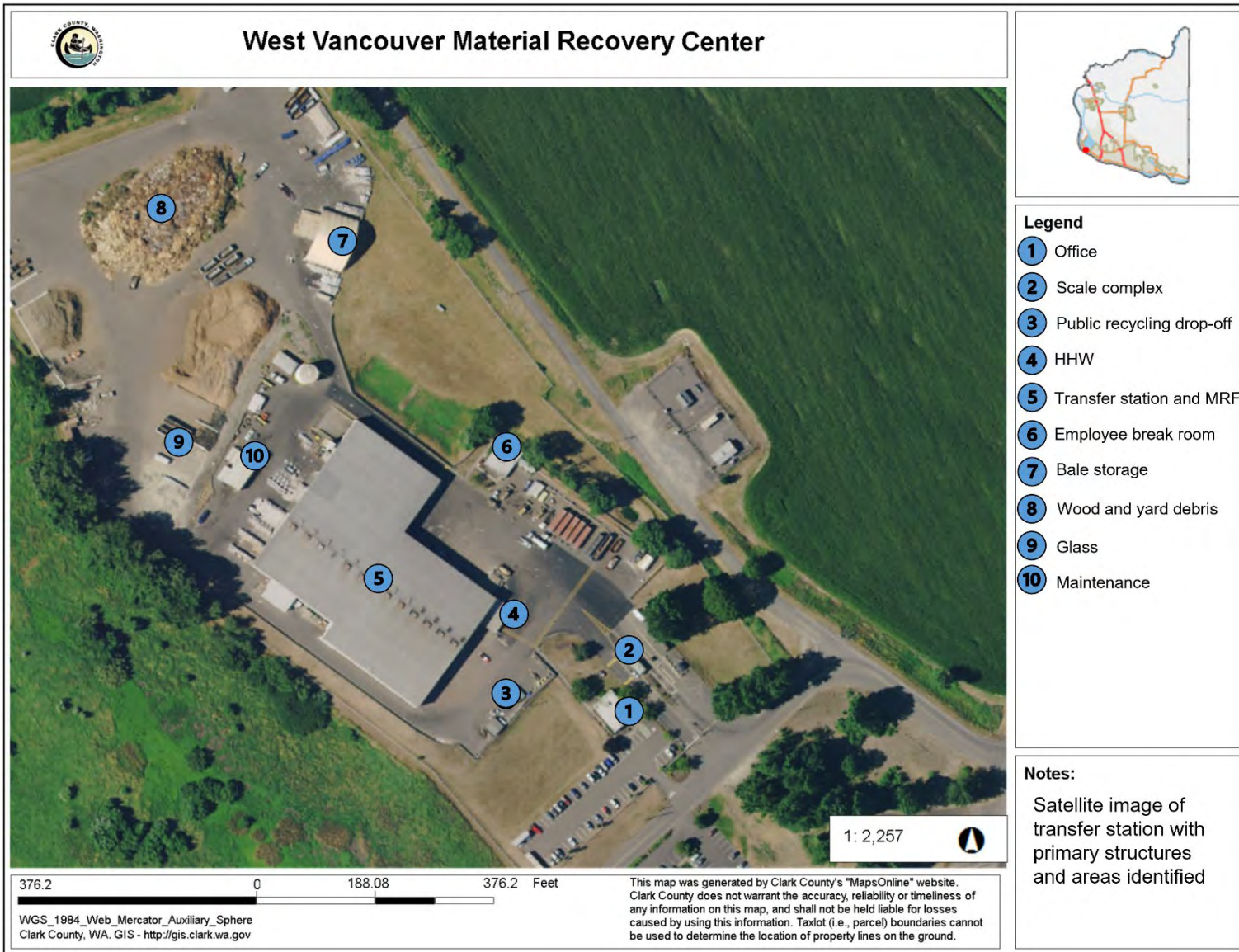


Figure C: A map of West Vancouver Material Recovery Center with icons identifying primary structures and material staging areas.

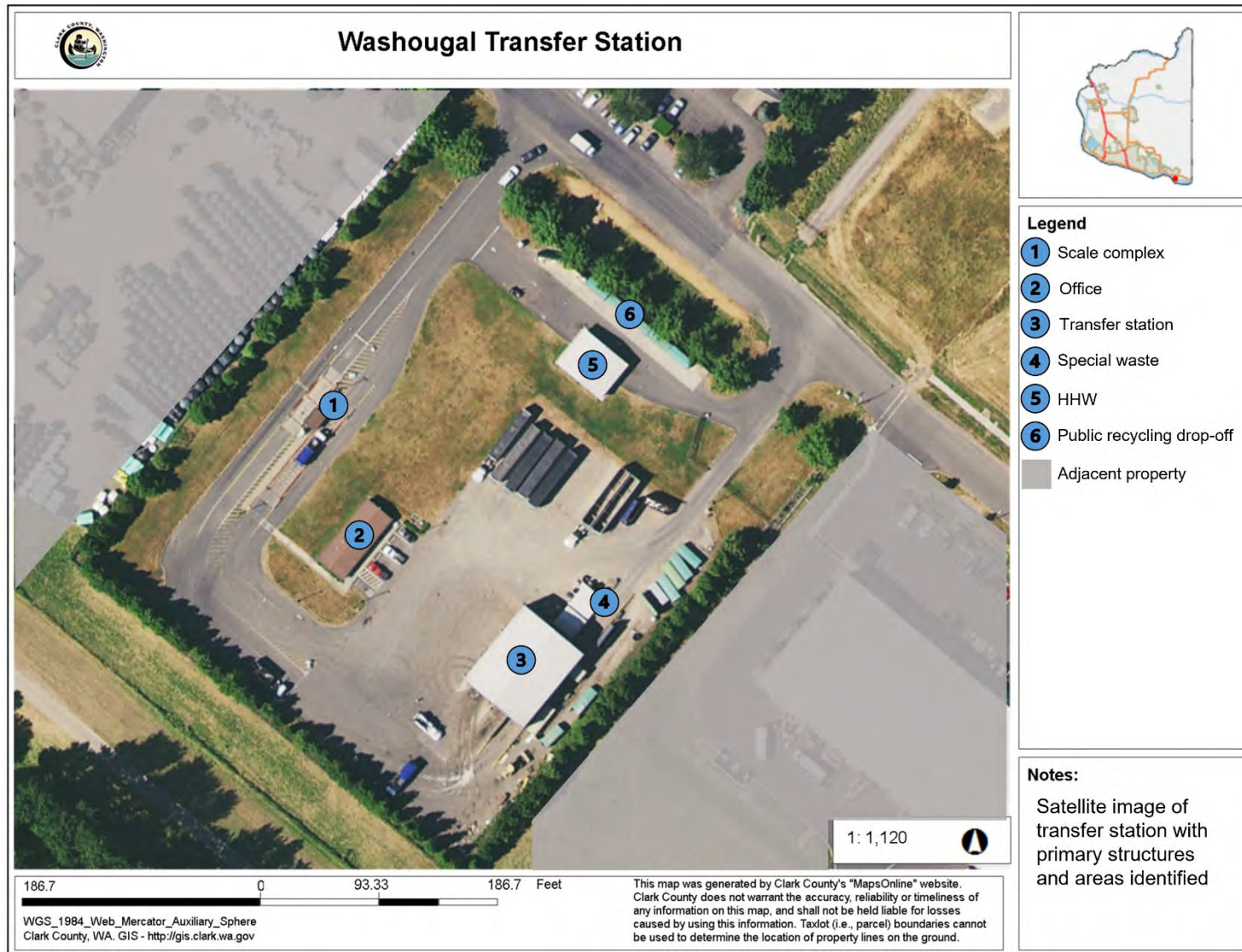


Figure D: A map of Washougal Transfer Station with icons identifying primary structures and material staging areas.

Attachment E: Scope of Work

Study for the Siting of a New Transfer Station in Clark County

Introduction

Clark County Public Health (CCPH) department is seeking proposals from qualified firms to complete a comprehensive study for the siting of a new solid waste transfer facility in northern Clark County, Washington. Work will build on the findings and recommendations of the Clark County Comprehensive Solid Waste Management Plan (CSWMP) and the Regional Solid Waste System Study (RSWSS). See RFP **Attachment D: Clark County Regional Solid Waste System Background** for links to documents and more information about the existing facilities, solid waste system, CSWMP, and RSWSS.

The siting study is to be completed in three (3) phases, described below. The final goal of this work is for the County to select a suitable location for a new solid waste transfer facility in northern Clark County. The County seeks proposals from consulting firms that are well qualified and experienced in the siting and permitting of Municipal Solid Waste (MSW) transfer facilities or facilities of similar magnitude and impact such as landfills. The County reserves the right to award work described in this Request for Proposals (RFP) to multiple contractors.

The County intends to form an internal siting review committee consisting of representatives from various county departments and designated stakeholder representatives from the Solid Waste Advisory Commission (SWAC), and the Regional Solid Waste System Steering Committee (RSWSSC). The site selection process and ultimately, the selected site(s) must be acceptable to the SWAC, RSWSSC, and Clark County Council.

Ongoing Required Services

- Virtual meetings with county staff on a schedule to be determined (weekly, monthly, or as needed).
- Project management (time management, remaining on schedule, budget tracking, completion of tasks, etc.).
- Contractor to ensure capacity to complete work through the entire project timeline (maintain sufficient staff levels, plan for succession, etc.).
- Submit invoices upon completion of project tasks.
- Provide deliverables to the County project lead in Microsoft Word format. County project lead may approve or provide feedback. Incorporate feedback and resubmit deliverables until approved.
- Presentations and communications to stakeholders as directed by County staff. Stakeholders include County internal siting review committee, SWAC, RSWSSC, Clark County Council, and other interested parties. Presentations will be required throughout Phase I and Phase II of the project. Presentations may be required once Phase II has been completed, while the contract is still active.

Project Phase I

All Phase I work described is to be included in the Phase I report.

- Develop draft and final site selection criteria for the selection and screening of candidate parcels/sites for a new solid waste transfer facility.
 - Site selection criteria must comply with federal, state, and local laws and regulations.
 - In the development of site selection criteria, review and build on the following:
 - CSWMP Appendix M: Siting guidelines for solid waste handling facilities.
 - 2023 technical memorandum produced with the RSWSS.
- Submit draft and final fatal flaw criteria.
- Submit draft and final weighted average ranking schema of site selection criteria to be used in the ranking of candidate sites.
- Research and identify available sites for a new solid waste transfer facility, primarily located in northern and central Clark County.
- Submit draft and final documents identifying fifteen (15) candidate locations for a new facility that meet site selection criteria.
- Use fatal flaw criteria to further analyze the fifteen (15) sites.
- Submit draft and final documents identifying a minimum of five (5) sites meeting the siting and fatal flaw criteria.
- Submit a draft and final report of all Phase I work and outcomes.

Project Phase II

Implementation of the tasks described in Phase II will only be initiated by the County if Phase I work results in the identification of a minimum of five (5) potential candidate sites.

- Submit an outline, draft, and final public outreach and coordination plan.
- Implement final public outreach and coordination plan.
- Rank the five (5) candidate sites identified in Phase I using the weighted average ranking schema of siting criteria developed in Phase I. Submit draft and final documents of ranked candidate sites.
- Further refine candidate sites based on stricter criteria, fatal flaw assessments, and with consideration of stakeholder and public input.
- Submit draft and final results of stakeholder and public input.
- Submit draft and final documents identifying two (2) viable sites, if available, to be compared and analyzed in Phase III.
- Submit an outline, draft, and final report of all Phase II work and outcomes.

Project Phase III

A third phase of this work will be conducted under a separate RFP and contract. The scope of work for Phase III is for awareness only. Phase III work intends to include the following:

- Complete a comparative analysis comparing the siting of a new facility at the locations identified in Phase II, with the alternative of expanding capacity of the Central Transfer and Recycling Center (CTR) as described in the RSWSS.
- Prepare cost estimates for the siting and construction of a new transfer station.
- Prepare updated cost estimates for the CTR expansion options identified in Phase II of the RSWSS. The County may direct the contractor to focus on specific recommendations of the RSWSS.
- Present findings to the Clark County Council, SWAC, RSWSSC, and other interested parties. Answer questions and facilitate communications with attendees.
- Develop and implement a public outreach and coordination plan to be reviewed and approved by County staff before implementation.
- Submit an outline, draft, and final report of all Phase III work and outcomes.

Deliverables and Schedule

Phase I			
DELIVERABLE		DUE DATE	MILESTONE
1.1	Kick-off meeting with County staff	June 2024	1
1.2	Submit a draft project plan and approach for review	July 2024	
1.3	Submit a final project plan and approach for approval	July 2024	
1.4	Submit a draft of site selection criteria for review	August 2024	2
1.5	Submit final site selection criteria for approval	August 2024	
1.6	Submit draft fatal flaw criteria for review	August 2024	
1.7	Submit final fatal flaw criteria for approval	September 2024	

1.8	Submit a draft weighted average ranking schema of site selection criteria for ranking candidate sites for review	October 2024	3
1.9	Submit a final weighted average ranking schema of site selection criteria for ranking candidate sites for approval	October 2024	
1.10	Submit draft fifteen (15) candidate locations for a new facility for review	November 2024	4
1.11	Submit final fifteen (15) candidate locations for a new facility for approval	November 2024	
1.12	Submit draft of a minimum of five (5) sites meeting high-level fatal flaw analysis for review	December 2024	5
1.13	Submit final of a minimum of five (5) sites meeting high-level fatal flaw analysis for approval	January 2025	
1.14	Submit an outline of the Phase I report for review	January 2025	6
1.15	Submit a draft of the Phase I report for review	February 2025	
1.16	Submit a final of the Phase I report for approval	March 30, 2025 (firm deadline)	

Phase II			
DELIVERABLE		INTENDED DUE DATE	MILESTONE
2.1	Kick-off meeting with County staff	April 2025	1
2.2	Kick-off meeting specific to outreach tasks with County staff	April 2025	
2.3	Submit a draft project plan and approach for review	May 2025	2
2.4	Submit a draft public outreach and coordination plan for review	May 2025	

2.5	Submit a final project plan and approach for approval	June 2025	3
2.6	Submit a final public outreach and coordination plan for approval	June 2025	
2.7	Implement approved public outreach and coordination plan	July 2025	4
2.8	Submit draft results of stakeholder and public input for review	November 2025	5
2.9	Submit final results of stakeholder and public input for approval	December 2025	
2.10	Submit a draft document identifying two (2) viable sites for review	January 2026	6
2.11	Submit final document identifying two (2) viable sites for approval	February 2026	
2.12	Submit an outline of the Phase II report for review	March 2026	7
2.13	Submit draft Phase II report for review	April 2026	
2.14	Submit final Phase II report for approval	May 2026	

Ongoing		
DELIVERABLE		DUE DATE
3.1	Submit an outline presentation for review	As directed
3.2	Submit a draft presentation for review	
3.3	Submit a final presentation for approval	
3.4	Present to stakeholders and/or the public	As directed

Attachment F: Proposal Cost Template

Contractor shall propose cost for completion of deliverables/milestones as outlined in the three tables below. Proposers have the option to propose new due dates for Phase I and Phase II deliverables. If proposing new due dates, include a brief reasoning for each change.

Table 1: Phase I deliverables, schedule, and proposed cost

Phase I					
DELIVERABLE		INTENDED DUE DATE	PROPOSED DUE DATE	MILESTONE	PROPOSED COST
1.1	Kick-off meeting with County staff	June 2024	Click or tap to enter a date.	1	\$Click or tap here to enter text.
1.2	Submit a draft project plan and approach for review	July 2024	Click or tap to enter a date.		
1.3	Submit a final project plan and approach for approval	July 2024	Click or tap to enter a date.		
1.4	Submit a draft of site selection criteria for review	August 2024	Click or tap to enter a date.	2	\$Click or tap here to enter text.
1.5	Submit final site selection criteria for approval	August 2024	Click or tap to enter a date.		
1.6	Submit draft fatal flaw criteria for review	August 2024	Click or tap to enter a date.		
1.7	Submit final fatal flaw criteria for approval	September 2024	Click or tap to enter a date.		
1.8	Submit a draft weighted average ranking schema of site selection criteria for ranking candidate sites for review	October 2024	Click or tap to enter a date.	3	\$Click or tap here to enter text.
1.9	Submit a final weighted average ranking schema of site selection criteria for ranking candidate sites for approval	October 2024	Click or tap to enter a date.		
1.10	Submit draft fifteen (15) candidate locations for a new facility for review	November 2024	Click or tap to enter a date.	4	\$Click or tap here to enter text.
1.11	Submit final fifteen (15) candidate locations for a new facility for approval	November 2024	Click or tap to enter a date.		
1.12	Submit draft of a minimum of five (5) sites meeting high-level fatal flaw analysis for review	December 2024	Click or tap to enter a date.	5	\$Click or tap here to enter text.

1.13	Submit final of a minimum of five (5) sites meeting high-level fatal flaw analysis for approval	January 2025	Click or tap to enter a date.		
1.14	Submit an outline of the Phase I report for review	January 2025	Click or tap to enter a date.	6	\$Click or tap here to enter text.
1.15	Submit a draft of the Phase I report for review	February 2025	Click or tap to enter a date.		
1.16	Submit a final of the Phase I report for approval	March 30, 2025 (firm deadline)			
Phase I Total Proposed Cost:				\$0	

Provide an explanation if you proposed an updated due date. (Note the deliverable number for each explanation)
Click or tap here to enter text.

Table 2: Phase II deliverables, schedule, and proposed cost

Phase II					
DELIVERABLE		INTENDED DUE DATE	PROPOSED DUE DATE	MILESTONE	PAYMENT
2.1	Kick-off meeting with County staff	April 2025	Click or tap to enter a date.	1	\$Click or tap here to enter text.
2.2	Kick-off meeting specific to outreach tasks with County staff	April 2025	Click or tap to enter a date.		
2.3	Submit a draft project plan and approach for review	May 2025	Click or tap to enter a date.	2	\$Click or tap here to enter text.
2.4	Submit a draft public outreach and coordination plan for review	May 2025	Click or tap to enter a date.		
2.5	Submit a final project plan and approach for approval	June 2025	Click or tap to enter a date.	3	\$Click or tap here to enter text.
2.6	Submit a final public outreach and coordination plan for approval	June 2025	Click or tap to enter a date.		
2.7	Implement approved public outreach and coordination plan	July 2025	Click or tap to enter a date.	4	\$Click or tap here to enter text.
2.8	Submit draft results of stakeholder and public input for review	November 2025	Click or tap to enter a date.	5	\$Click or tap here to enter text.

2.9	Submit final results of stakeholder and public input for approval	December 2025	Click or tap to enter a date.		
2.10	Submit a draft document identifying two (2) viable sites for review	January 2026	Click or tap to enter a date.	6	\$Click or tap here to enter text.
2.11	Submit final document identifying two (2) viable sites for approval	February 2026	Click or tap to enter a date.		
2.12	Submit an outline of the Phase II report for review	March 2026	Click or tap to enter a date.	7	\$Click or tap here to enter text.
2.13	Submit draft Phase II report for review	April 2026	Click or tap to enter a date.		
2.14	Submit final Phase II report for approval	May 2026	Click or tap to enter a date.		
Phase II Total Proposed Cost:					\$0

Provide an explanation if you proposed an updated due date. (Note the deliverable number for each explanation)
Click or tap here to enter text.

Table 3: Ongoing deliverables and proposed cost

Ongoing			
DELIVERABLE		DUE DATE	PROPOSED COST
3.1	Submit an outline presentation for review	As directed	\$Click or tap here to enter text.
3.2	Submit a draft presentation for review		
3.3	Submit a final presentation for approval		
Propose a cost to complete tasks 3.1 - 3.3 above for each new presentation requested by the County.			
3.4	Present to stakeholders and/or the public	As directed	\$Click or tap here to enter text.
Propose a cost to complete each presentation as requested by the County.			

PROFESSIONAL SERVICE AGREEMENT

HDC.2189

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CONTRACTOR

Address, Address 2, City, State, Zip

Service Description: Study for the siting of a new solid waste transfer facility in northern Clark County, Washington.
 RFP: RFP # 881
 Supplier Contract Number: SCN0000XXXX
 Contract Name: CCPH XXX Siting Study HDC.2189
 Contract Period: June 1, 2024-May 31, 2027
 Total Contract Amount: \$00,000.00

County Contacts		
Program	Fiscal	Contract
Joelle Loescher 564.397.8126 Joelle.Loescher@clark.wa.gov	Josh Gossage 564.397.8102 Josh.Gossage@clark.wa.gov	Holly Barnfather 360.949.6965 GCT@clark.wa.gov

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 June 1, 2024 and ending May 31, 2027. County reserves the right to extend the contract two (2) one (1) year 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 Exhibit A, Statement of Work, Section 3, 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. This Contract is contingent upon funding being available for the term of the Contract and the Contractor shall have no right of action against the County in the event that the Contractor is unable to perform its obligations under this Contract as a result of the suspension, termination, withdrawal, or failure of funding to the County or lack of sufficient funding of the County for this Contract. Any work performed prior to effective date of this Contract will be at the sole expense and risk of the Contractor.
 - 3.1. The invoice shall include:
 - 3.1.1. Payee information, (Agency Name, Address, phone/email)
 - 3.1.2. Invoice date
 - 3.1.3. Period of services included on invoice
 - 3.1.4. Invoice number
 - 3.1.5. Supplier Contract Number: SCN0000XXXX
 - 3.1.6. Payor information:

Clark County Public Health
Attn: CHAP
PO BOX 9825
Vancouver, WA 98666
 - 3.2. Invoices shall be sent electronically to: CHAP@clark.wa.gov.
 - 3.3. An Invoice Example is included for reference as Exhibit B.
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, Invoice Example, and Exhibit C, Special Terms and Conditions. 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. 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.

- 17.3. Worker's Compensation. As required by the industrial insurance laws of the State of Washington.
- 17.4. 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. 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

Clark County Public Health (CCPH) department is seeking proposals from qualified firms to complete a comprehensive feasibility study for the siting of a new solid waste transfer facility in northern Clark County, Washington. Work will build on the findings and recommendations of the Clark County Comprehensive Solid Waste Management Plan (CSWMP) and the Regional Solid Waste System Study (RSWSS).

The siting study is to be completed in multiple phases. The final goal of this work is for the County to select a suitable location for a new solid waste transfer facility in northern Clark County. The County seeks proposals from consulting firms that are well qualified and experienced in the siting and permitting of Municipal Solid Waste (MSW) transfer facilities or facilities of similar magnitude and impact such as landfills. The County reserves the right to award work described in this Request for Proposals (RFP) to multiple contractors.

The County intends to form an internal siting review committee consisting of representatives from various county departments and designated stakeholder representatives from the Solid Waste Advisory Commission (SWAC), and the Regional Solid Waste System Steering Committee (RSWSSC). The site selection process and ultimately, the selected site(s) must be acceptable to the SWAC, RSWSSC, and Clark County Council.

2. Scope of Work

2.1. Ongoing Required Services

- 2.1.1. Virtual meetings with county staff on a schedule to be determined (weekly, monthly, or as needed).
- 2.1.2. Project management (time management, remaining on schedule, budget tracking, completion of tasks, etc.).
- 2.1.3. Contractor to ensure capacity to complete work through the entire project timeline (maintain sufficient staff levels, plan for succession, etc.).
- 2.1.4. Presentations and communications to stakeholders as directed by County staff.
 - 2.1.4.1. Stakeholders include County internal siting review committee, SWAC, RSWSSC, Clark County Council, and other interested parties.

2.1.5. Presentations and communications to stakeholders as directed by County staff. Stakeholders include County internal siting review committee, SWAC, RSWSSC, Clark County Council, and other interested parties. Presentations will be required throughout Phase I and Phase II of the project.

2.1.5.1. Presentations may be required once Phase II has been completed, while the contract is still active.

2.2. Phase I

2.2.1. Contractor shall:

2.2.1.1. Develop draft and final site selection criteria for the selection and screening of candidate parcels/sites for a new solid waste transfer facility.

2.2.1.1.1. Site selection criteria must comply with federal, state, and local laws and regulations.

2.2.1.1.2. In the development of site selection criteria, review and build on the following:

2.2.1.1.2.1. CSWMP Appendix M: Siting guidelines for solid waste handling facilities

2.2.1.1.2.2. 2023 technical memorandum produced with the RSWSS

2.2.1.2. Complete and submit draft and final fatal flaw criteria.

2.2.1.3. Submit draft and final weighted average ranking schema of site selection criteria to be used in the ranking of candidate sites.

2.2.1.4. Research and identify available sites for a new solid waste transfer facility, primarily located in northern and central Clark County.

2.2.1.5. Submit draft and final documents identifying fifteen (15) candidate locations for a new facility that meet site selection criteria.

2.2.1.6. Use fatal flaw criteria to further analyze the fifteen (15) sites.

2.2.1.7. Submit draft and final documents identifying a minimum of five (5) sites meeting the siting and fatal flaw criteria.

2.2.1.8. Submit a draft and final report of all Phase I work and outcomes.

2.2.1.8.1. All Phase I work described above shall be included in the Phase I report.

2.3. Phase II

Implementation of the tasks described in Phase II will only be initiated by the County if Phase II work results in the identification of a minimum of five (5) potential candidate sites.

2.3.1. If applicable, Contractor shall:

- 2.3.1.1. Submit an outline, draft, and final public outreach and coordination plan.
- 2.3.1.2. Implement final public outreach and coordination plan.
- 2.3.1.3. Rank the five (5) candidate sites identified in Phase I using the weighted average ranking schema of siting criteria developed in Phase I. Submit draft and final documents of ranked candidate sites.
- 2.3.1.4. Further refine candidate sites based on stricter criteria, fatal flaw assessments, and with consideration of stakeholder and public input.
- 2.3.1.5. Submit draft and final results of stakeholder and public input.
- 2.3.1.6. Submit draft and final documents identifying two (2) viable sites, if available, to be compared and analyzed in Phase III.
- 2.3.1.7. Submit a draft and final document describing outreach implementation and outcomes. Include a summary of public input.
- 2.3.1.8. Submit an outline, draft, and final report of all Phase II work and outcomes.

2.3.1.8.1. All Phase II work described above shall be included in the Phase II report.

3. Schedule of Deliverables and Payments

Phase I				
DELIVERABLE		DUE DATE	MILESTONE	MILESTONE PAYMENT
1.1	Kick-off meeting with County staff	June 2024	1	\$XXX
1.2	Submit a draft project plan and approach for review	July 2024		
1.3	Submit a final project plan and approach for approval	July 2024		

1.4	Submit a draft of site selection criteria for review	August 2024	2	\$XXX
1.5	Submit final site selection criteria for approval	August 2024		
1.6	Submit draft fatal flaw criteria for review	August 2024		
1.7	Submit final fatal flaw criteria for approval	September 2024		
1.8	Submit a draft weighted average ranking schema of site selection criteria for ranking candidate sites for review	October 2024	3	\$XXX
1.9	Submit a final weighted average ranking schema of site selection criteria for ranking candidate sites for approval	October 2024		
1.10	Submit draft fifteen (15) candidate locations for a new facility for review	November 2024	4	\$XXX
1.11	Submit final fifteen (15) candidate locations for a new facility for approval	November 2024		
1.12	Submit draft of a minimum of five (5) sites meeting high-level fatal flaw analysis for review	December 2024	5	\$XXX
1.13	Submit final of a minimum of five (5) sites meeting high-level fatal flaw analysis for approval	January 2025		
1.14	Submit an outline of the Phase I report for review	January 2025	6	\$XXX
1.15	Submit a draft of the Phase I report for review	February 2025		
1.16	Submit a final of the Phase I report for approval	March 30, 2025 (firm deadline)		

Phase II				
DELIVERABLE		DUE DATE	MILESTONE	MILESTONE PAYMENT
2.1	Kick-off meeting with County staff	April 2025	1	\$XXX
2.2	Kick-off meeting specific to outreach tasks with County staff	April 2025		
2.3	Submit a draft project plan and approach for review	May 2025	2	\$XXX
2.4	Submit a draft public outreach and coordination plan for review	May 2025		
2.5	Submit a final project plan and approach for approval	June 2025	3	\$XXX
2.6	Submit a final public outreach and coordination plan for approval	June 2025		
2.7	Implement approved public outreach and coordination plan	July 2025	4	\$XXX
2.8	Submit draft results of stakeholder and public input for review	November 2025	5	\$XXX
2.9	Submit final results of stakeholder and public input for approval	December 2025		
2.10	Submit a draft document identifying two (2) viable sites for review	January 2026	6	\$XXX
2.11	Submit final document identifying two (2) viable sites for approval	February 2026		
2.12	Submit an outline of the Phase II report for review	March 2026	7	\$XXX
2.13	Submit draft Phase II report for review	April 2026		
2.14	Submit final Phase II report for approval	May 2026		

Ongoing			
DELIVERABLE		DUE DATE	COST
3.1	Submit an outline presentation for review	As directed	\$XXX
3.2	Submit a draft presentation for review		
3.3	Submit a final presentation for approval		
Propose a cost to complete tasks 3.1-3.3 above for each new presentation requested by County.			
3.4	Present to stakeholders and/or the public	As directed	\$XXX
Provide a proposed cost to complete each presentation requested by County.			

3.1. Contractor shall:

- 3.1.1. Submit invoices upon completion of project tasks included in Section 3, Schedule of Deliverables and Payments.
- 3.1.2. Deliverables shall be provided to the County project lead in Microsoft Word format.
 - 3.1.2.1. County project lead will approve or not approve, with feedback.
 - 3.1.2.2. If County does not approve, Contractor shall incorporate feedback and resubmit deliverables for review.
- 3.1.3. Contractor shall submit an invoice for a milestone payment once required deliverables have been approved by County project lead.

**EXHIBIT B
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>

EXHIBIT C
SPECIAL TERMS AND CONDITIONS
(if applicable)

1. Access, Monitoring, and Inspections. Applicable for contracts that impact public fees.
 - 1.1. Contractor agrees to cooperate and participate in the County's monitoring and evaluation process. The Contractor shall furnish documents, reports, statements, records, data, and other information to the County, state, federal, or other funding agencies at such times and on such forms as are specified by the County. This may include agreements the Contractor has with other entities.
 - 1.2. Contractor grants the County the right of access to examine or transcribe any records, books, financial statements, papers, and documents relating to this Contract. The Contractor's records, books, financial statements, papers, and documents, with respect to all matters, shall be subject at all times to inspection, review, or audit by the County, federal, or state officials during the performance of a Contract with the County and during the period of document retention.
2. Fair Housing and Non-discrimination. Applicable for contracts that involve participant housing, including isolation and quarantine facilities.
 - 2.1. The Contractor shall comply with all local, state, and federal fair housing and non-discrimination laws, regulations, and policies. Contractor shall take necessary and appropriate actions to prevent discrimination in rental units assisted through the contracted funding sources.
 - 2.2. In accordance with the decision in *United States v. Windsor*, 133 S. Ct. 2675 (June 26, 2013), and section 3 of the Defense of Marriage Act, codified at 1 USC 7, in any grant-related activity in which family, marital, or household considerations are, by statute or regulation, relevant for purposes of determining beneficiary eligibility or participation, grantees must treat same-sex spouses, marriages, and households on the same terms as opposite sex spouses, marriages, and households, respectively.
3. Prevailing Wage. Applicable for public works contracts, such as janitorial, landscaping, maintenance, repairs, construction, etc.
 - 3.1. This Clark County Public Health contract requires prevailing wages under chapter 39.12 RCW. Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.
 - 3.1.1. The effective date for prevailing wages on this project will be the prime contractor's bid due date with these exceptions:
 - 3.1.1.1. If the project is not awarded within six (6) months of the bid due date, the award date is the effective date.
 - 3.1.1.2. If the project is not awarded pursuant to bids, the award date (the date the contract is executed) is the effective date.
 - 3.1.1.3. Janitorial contracts follow WAC 296-127-023.

3.2. For janitorial contracts, the rates require annual (contract year) updates with Intent and Affidavit filings.

3.3. Look up the prevailing rates of pay, benefit, and overtime codes from this link: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

3.4. For prevailing wage questions, contact the Dept. of Labor and Industries at PW1@Lni.wa.gov or 360-902-5335.

3.5. Required Prevailing Wage Documents:

3.5.1. On forms approved by the Industrial Statistician of Washington State Dept. of Labor & Industries (L&I), the Contractor shall submit to Clark County Public Health the following for itself and for each firm covered under RCW 39.12 that provided Work and materials for the Contract:

3.5.1.1. A copy of an approved “Statement of Intent to Pay Prevailing Wages” required by RCW 39.12.040. The County will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been provided.

3.5.1.2. A copy of an approved “Affidavit of Prevailing Wages Paid”, required by RCW 39.12.040. The Contracting Agency will not grant Completion (acceptance of the contract) until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received. The Contracting Agency will not release to the Contractor any funds retained under RCW 60.28.011 until all of the “Affidavit of Prevailing Wages Paid” forms have been approved by L&I and a copy of all the approved forms provided.

3.5.1.3. The contractors and subcontractors must submit certified payroll records to L&I as required by RCW 39.12.120.

3.5.1.4. The Contractor shall be responsible for any form filing fees required by L&I.

3.6. Prevailing Wage Unit-priced Contract.

3.6.1. Time. The contract term shall not exceed one (1) year. The county reserves the right to extend the contract for an additional one (1) year period, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.

4. Federal Certifications and Assurances. Applicable for contracts (not subaward) that use \$0.01 or greater of federal funds 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II

4.1. Equal Employment Opportunity

4.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 4.1.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.1.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4.1.4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4.1.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 4.1.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 4.1.7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

4.1.8. The contractor will include the provisions of paragraphs (1.1) through (1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4.2. Davis Bacon Act and Copeland Anti-Kickback Act

4.2.1. The Contractor shall pay their laborers and mechanics minimum wage rates not less than once a week in accordance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)) as pertinent to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 C.F.R. Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, of the requirements of 29 C.F.R. §5.5.

4.2.2. In addition to the federal wage rate requirements referenced in the section above, Washington state law (RCW 39.12) also contains standards for determining when a project is a public work for the purposes of state law and the payment of prevailing wage rates. By signing this Contract, the Contractor agrees to defend and hold the County harmless from any claims based on alleged failure to pay prevailing wages.

4.2.3. The Contractor shall be responsible for the payment of prevailing wages, if applicable, and will demonstrate its compliance by uploading the following documents to the Washington Department of Labor and Industries web portal:

4.2.3.1. A “Statement of Intent to Pay Prevailing Wage” at the start of the project.

4.2.3.2. An “Affidavit of Wages Paid” at the end of the project with the final payment request. The County may withhold final payment on the project until such time as both documents have been received.

4.2.4. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

4.2.5. The contractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

4.2.6. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4.3. Contract Work Hours and Safety Standards Act

4.3.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

4.3.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3.1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

4.3.3. Withholding for unpaid wages and liquidated damages. Clark County Public Health) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4.3.4. Each contract in an amount greater than \$100,000 that is entered into under legislation subject to Reorganization Plan Numbered 14 of 1950 (eff. May 24, 1950, 64 Stat. 1267) and is for construction, alteration, and repair, including painting and decorating, must provide that no contractor or subcontractor contracting for any part of the contract work shall require any laborer or mechanic employed in the performance of the contract to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the Secretary of Labor prescribes by regulation based on proceedings pursuant to section 553 of title 5, provided that the proceedings include a hearing similar in nature to that authorized by section 553 of title 5.

4.3.5. Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

4.4. Clean Air Act and the Federal Water Pollution Control Act

4.4.1. Clean Air Act. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

4.4.1.1. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

4.4.1.2. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.4.2. Federal Water Pollution Control Act

4.4.2.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

4.4.2.2. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

4.4.2.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4.5. Debarment and Suspension

4.5.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

4.5.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

4.5.3. This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Clark County Public Health, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4.5.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4.6. Byrd Anti-Lobbying Certification

4.6.1. Contractor certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

4.6.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

4.6.3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4.6.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.7. Procurement of Recovered Materials

4.7.1. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4.7.2. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

4.7.2.1. Competitively within a timeframe providing for compliance with the contract performance schedule

4.7.2.2. Meeting contract performance requirements; or

4.7.2.3. At a reasonable price.

4.7.3. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

4.8. Access to Record

4.8.1. The contractor agrees to provide Clark County Public Health, any federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

4.8.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4.8.3. The contractor agrees to provide any federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4.9. Federal Seal, Logo, and Flags

4.9.1. The contractor shall not use federal seal(s), logos, crests, or reproductions of flags or likenesses of federal agency officials without specific pre-approval.

4.10. Compliance with Federal Law, Regulations, and Executive Orders

4.10.1. This is an acknowledgement that federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, policies, procedures, and directives.

4.11. No Obligation by Federal Government

- 4.11.1. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- 4.12. Program Fraud and False or Fraudulent Statements or Related Acts
- 4.12.1. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- 4.13. Rights to Inventions Made Under a Contract or Agreement
- 4.13.1. When applicable, the contractor must comply with 37 CFR Part 401 - RIGHTS TO INVENTIONS MADE BY NONPROFIT ORGANIZATIONS AND SMALL BUSINESS FIRMS UNDER GOVERNMENT GRANTS, CONTRACTS, AND COOPERATIVE AGREEMENTS.
5. Federal Acquisition Regulation/E-Verify. Applicable for contracts that are \$25,000 or more.
- 5.1. Contractor shall enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security (DHS) agreeing to participate in the E-Verify Program. The Contractor shall submit a copy of the MOU to the County prior to starting work under this contract and shall verify employment eligibility using the E-Verify website throughout the term of this contract.
- 5.2. If the Contractor has a subcontract in an amount equal to or greater than \$25,000 working in support of this contract, the Contractor is responsible for ensuring the subcontractor provide a DHS MOU or proof of pending application within 30 days after this contract start date.
- 5.3. Employment eligibility searches must be conducted by the Contractor and its covered subcontractors prior to making offers of employment. Evidence of search results must be maintained in each employee's personnel file. Upon completion of this contract, the Contractor shall provide the County with a written document certifying the authorized employment status of its employees and those of any subcontractors assigned to perform work under this contract.
- 5.4. E-Verify program and enrollment information is available at the Department of Homeland Security website: <http://www.uscis.gov/e-verify>.
6. Adequate COVID-19 Safety Protocols. Applicable for federally funded contracts that are over the simplified purchase acquisition threshold (\$250,000 or more).

- 6.1. If applicable, Contractor shall, for the duration of the contract, comply with the Executive Order on Ensuring Adequate COVID Safety Protocols for Federal Contractors and Guidance on COVID-19 Workplace Safety for Federal Contractors. This clause shall apply to any workplace locations, as specified by the Task Force Guidance, in which an individual is working on or in connection with a Federal Government contract or subcontract (at any tier).
7. County-Issued Equipment or Device. Applicable to contracts when the contractor will be receiving County-owned equipment or devices to complete the contracted work.
 - 7.1. Contractor agrees to take proper care of all equipment or devices issued by the County. Mobile computing, telecommunications, and storage devices include but are not limited to laptop computers, flash drives, external hard drives, cell phones, or any legacy, existing, or future technologies that may be used for mobile computing, telecommunications, or data storage. Upon contract termination or end date, Contractor will return all County property in proper working order within (3) three business days. Contractor agrees that mobile computing, telecommunications, and storage devices should only be used for conducting County business associated with the contract.
 - 7.2. Contractor is required to:
 - 7.2.1. Have a password in place on all devices that can be password-protected.
 - 7.2.2. Take reasonable precautions to protect County hardware, software, and information from theft, damage, and misuse. This includes but is not limited to ensuring that the equipment is securely stored whenever it is not in use; remaining in the possession of the devices as carry-on luggage when the employee is traveling by plane, train, or bus.
 - 7.2.3. Immediately report to County the loss or theft of mobile computing, telecommunications, and storage devices by contacting the Program Manager contact listed in this contract.
 - 7.2.3.1. If the equipment has been stolen, report the theft to appropriate local law enforcement agencies and submit the report to the Program Manager listed above.
 - 7.2.4. Connect networkable devices to the County network at least once per month for inventory and maintenance purposes.
 - 7.2.5. Refrain from installing software applications without proper approval.
 - 7.2.6. Make the devices available to County IS, Telecommunications, or Program Manager upon request.

- 7.3. Any time a networkable mobile computing device is absent from the network for one month, County will inform the Contractor that it has been identified as missing and needs to be produced for maintenance within three business days. After that time, if the computing device has not been presented, the following steps will be taken:
 - 7.3.1.1. County access, permissions, and privileges assigned to the device will be removed, or disabled.
 - 7.3.1.2. Contractor will be required to surrender all County devices within (3) three business days.
- 7.4. Upon contract expiration or termination Contractor must surrender all County issued mobile computing, telecommunications, and storage devices for which they are responsible.
- 7.5. Contractor will be held financially responsible for lost or damaged equipment or devices and accessories.
- 7.6. Contractor's failure to return equipment or devices as required within (3) three business days will be considered theft and County may pursue any and all legal remedies.